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May 20, 2016

Mr. Pasquale Martorana
pasmartorana@yahoo.com

EP-1

Re: Freedom of Information Act Request

Dear Mr. Martorana:

On May 6, 2016, the Village of Elmwood Park received your Illinois Freedom of Information Act (5 ILCS 140/1 *et seq.*) ("FOIA") request for the following records:

"Pursuant to the freedom of information act, I hereby request any and all documents relating to the Village of Elmwood Park's vehicle's auto insurance policy, including carrier, cost of insurance and number of village vehicles being insured under said policies."

Enclosed please find the records responsive to your FOIA request. However, please be advised that certain information in the records responsive to your FOIA request has been determined to be exempt from disclosure under FOIA. Accordingly, such information has been redacted from the records being provided.

Section 7(1)(b) of FOIA provides that "private information" is exempt from disclosure. "Private information" is defined in FOIA as, "unique identifiers, including a person's social security number, driver's license number, employee identification number, biometric identifiers, personal financial information, passwords or other access codes, medical records, home or personal telephone numbers, and personal email addresses. Private information also includes home address and personal license plates, except as otherwise provided by law or when compiled without possibility of attribution to any person." 5 ILCS 140/2(c-5). Consequently, a signature has been redacted from the records being provided.

The person responsible for the decision to deny a portion of your FOIA request is the Village of Elmwood Park Freedom of Information Officer, Gina Pesko. In accordance with

STORINO, RAMELLO & DURKIN

Mr. Pasquale Martorana
May 20, 2016
Page 2

Section 9(a) of FOIA, you are hereby notified that you have the right to file a Request for Review regarding the decision made by the Village of Elmwood Park Freedom of Information Officer with the Public Access Counselor at the Illinois Attorney General's Office. You can file your Request for Review with the Public Access Counselor by writing to:

Sarah Pratt
Public Access Counselor
Office of the Attorney General
500 South 2nd Street
Springfield, Illinois 62706
Fax: 217-782-1396
E-mail: publicaccess@atg.state.il.us

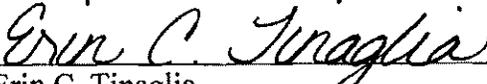
If you choose to file a Request for Review with the Public Access Counselor, you must do so within 60 calendar days of the date of this letter. Please note that you must include a copy of your original FOIA request and this letter when filing a Request for Review with the Public Access Counselor.

You are also notified that you have the right to judicial review regarding the decision made by the Village of Elmwood Park Freedom of Information Officer pursuant to Section 11 of FOIA.

In regards to the portion of your FOIA request concerning the cost of insurance for the Village of Elmwood Park's auto insurance policy, please be advised that there is no record specifically identifying the individual cost of the Village of Elmwood Park's auto insurance policy. Since the Village of Elmwood Park's insurance carrier is an insurance pool, all coverages are included in the Village of Elmwood Park's total policy premium, which can be found on page 3 of the records responsive to your FOIA request. As a result, the Village of Elmwood Park is unable to provide you with an itemized cost detailing the Village of Elmwood Park's premium for auto insurance. I hope this explanation is helpful and serves to clarify your understanding of the enclosed records.

Sincerely,

STORINO, RAMELLO & DURKIN
Attorneys for the Village of Elmwood Park


Erin C. Tinaglia

Enclosures

Village of Elmwood Park

Property Casualty and Workers Compensation Insurance Proposal

Vehicle Schedule

Note: All coverages and exclusions are not included on this page. Please refer to policy for all applicable terms and conditions. Additional limits and/or changes may be available after review and acceptance by insurer.

Veh#	Year	Make	Model	VIN	Body Type	Cost New	GVW	Plate No.	Client Veh#
1	2005	Ford	Taurus	1FAPP53U25A263244	PP	\$ 11,900	3,359	M03033	CODE
2	2006	Ford	500	1FAPP241X6G169808	PP	\$ 23,742	3,900	M158862	CODE
3	2012	Ford	Focus	1FAHP3E25CL423997	PP	\$ 14,434	3,900	M188644	CODE
4	2012	Ford	Focus	1FAHP3E23CL423996	PP	\$ 14,434	3,900	M188645	CODE
5	2005	Ford	Taurus	1FAPP532X5A119648	PP	\$ 11,900	3,359	M78899	CODE
6	2010	Ford	Focus	1FAHP3FN0AW273057	PP	\$ 12,700	3,927	M187160	CODE
7	2014	Pierce	Pumper	4P1CN01AXEA014227	Fire	\$ 544,771	31,160	Unit 947A	FIRE
8	2004	Ford	Expedition	1FMFU16174LA27010	SPORT	\$ 30,000	4,900	Unit 949/M158840	FIRE
9	2008	Ford	Taurus	1FAHP27W28G184273	PP	\$ 22,518	3,359	Unit 940/M171151	FIRE
10	2007	Ford	Crown Victoria	2FAPP74V37X105296	PP	\$ 26,273	3,927	Unit 941/M129586	FIRE
11	1991	Ford	Ambulance	1FDKE30M6MHB8124	TK	\$ 50,000	7,125	Unit 942	PD
12	2009	Ford	Cutaway	1FDXE45P19DA814727	AMBE	\$ 147,934	14,500	Unit 944	FIRE
13	2002	Ford	Ambulance	1FDXE45F62HA45464	AMBE	\$ 100,000	7,125	Unit 944R	FIRE
14	2006	Emergency	I Bronto R Ariel Lad	4ENGAAA8661000884	TK	\$ 850,000	25,000	Unit 945Code No.130884	FIRE
15	1995	Pierce	Lance Pumper	4P1CT02D1SA000114	TK	\$ 581,115	12,600	Unit 946	FIRE
16	1999	Ford	F150	1FTX18L8XNB45453	PU	\$ 26,650	3,560	Unit 948	FIRE
17	2005	Ford	Taurus	1FAPP53U65A255213	SE	\$ 11,900	3,359	M89021	HEALTH
18	2007	Ford	Crown Victoria	2FAPP74V17X105295	PP	\$ 27,216	3,927	Unit 333 - CGK303	PD
19	2002	Ford	Crown Victoria	2FAPP74W72X113239	LEAP	\$ 22,194	4,029	Unit 334 - M131946	PD
20	2014	Ford	Explorer	1FM5K8AR8EGC26003	LEAP	\$ 37,908	4,525	Unit 335 - MP10980	PD
21	2002	Ford	Crown Victoria	2FAPP71W82X125050	SE	\$ 20,756	3,927	Unit 337 - M131939	PD
22	2013	Ford	Interceptor	1FAHP2M84DG119151	LEAP	\$ 28,003	4,029	Unit 338 - MP8568	PD
23	2013	Ford	Taurus	1FAHP2M85DG148478	LEAP	\$ 35,000	4,029	Unit 339 - -R265151	PD
24	2013	Ford	Explorer	1FM5K8AR9DGC01593		\$ 35,998	6,300	Unit 340 - MP9513	PD
25	2009	Ford	Crown Victoria	2FAHP71VX9X121477	LEAP	\$ 21,929	3,927	Unit 341 - M174398	PD
26	2011	Ford	Crown Victoria	2FABP7BV7BX103531	LEAP	\$ 22,445	4,029	Unit 342 - MP6824	PD
27	2010	Ford	Crown Victoria	2FABP7BV7AX113118	LEAP	\$ 22,444	4,029	Unit 343 - MP5860	PD
28	2011	Ford	Crown Victoria	2FABP7BV9BX103532	LEAP	\$ 22,445	4,029	Unit 344 - MP6825	PD
29	2013	Ford	Taurus	1FAHP2M83DG105774	LEAP	\$ 28,003	4,029	Unit 346 - MP8393	PD
30	2010	Ford	Crown Victoria	2FABP7BV9AX113119	LEAP	\$ 22,444	4,029	Unit 347 - MP5861	PD
31	2013	Ford	Taurus	1FAHP2M85DG105775	LEAP	\$ 28,003	4,029	Unit 348 - MP8391	PD
32	2003	Ford	Crown Victoria	2FAPP74W13X189668	PP	\$ 18,620	3,927	Unit 349 - M160901	PD
33	2012	Decatur OnSite	350 Radar Speed Trailer	1A9S35J18C1872076	TR	\$ 7,190	750	M097172	PD
34	2015	Ford	Interceptor 4WD	1FM5K8AR5FGA88230	PP	\$ 36,645	6,300		PD
35	2008	Wells Cargo	trailer	1WC200L2081123371		\$ 10,933		m097172	PD
36	1997	Ford	F150	1FTDX18W8VKB66600	T	\$ 21,000	3,560	2576SZ-B	PW
37	2012	Big Tex	70PI-12	16VPX1422C2E374431		\$ 2,995	7,000	M099718	PW
38	2013	Look	Utility Trailer	538BTE1219DA006147		\$ 2,850	2,990	M099722	PW
39	1999	Ford	F350	1FTSF31L6XEC03473	T	\$ 20,000	4,870	M110117	PW
40	1999	Ford	F350 Pick-up	1FTSF31L2XEE27422	T	\$ 26,650	4,870	M112096	PW
41	1999	Chevrolet	C70 Dump	1GBP7HIC6XJ105586	T	\$ 77,800	5,900	M132036	PW
42	2001	Ford	F350	1FTSF31LX1EA52807	TK	\$ 21,000	4,870	M122493	PW
43	2001	Ford	F350	1FTSF31LX1ED60137	TK	\$ 26,816	4,870	M131497	PW
44	2001	Ford	F350	1FTSF31LX1ED60138	TK	\$ 26,816	4,870	M131498	PW

Vehicle Schedule

Note: All coverages and exclusions are not included on this page. Please refer to policy for all applicable terms and conditions. Additional limits and/or changes may be available after review and acceptance by insurer.

Veh#	Year	Make	Model	VIN	Body Type	Cost New	GVW	Plate No.	Client Veh#
45	2003	Ford	138 SuperDuty	1FDSE35L42HB83367	TK	\$ 25,120	4,205	M139784	PW
46	2005	International	Truck	1HTWDAAR05J005124	TK	\$ 73,000	8,000	M152795	PW
47	2005	Ford	DRW Crew Cab	1FDWW36YX5EC22056	TK	\$ 27,225	5,900	M152849	PW
48	2005	Ford	F350	1FDWF375X5EA07314	PU	\$ 27,407	6,800	M152881	PW
49	2006	Ford	F350	1FTWF315X6EB50181	PU	\$ 25,516	4,870	M153662	PW
50	1997	Elgin	Pelican Sweeper #2	P2620-P	O	\$ 25,438	10,000	M158821	PW
51	1999	Big Tex	355A-12 Utility	4K8AX1212X1A40979	T	\$ 16,600	1,500	M158822	PW
52	2001	International	Dump Truck	1HTSDAAN01H276732	DMPTK	\$ 22,949	5,100	M158825	PW
53	2006	Elgin	Pelican Sweeper #1	P4897D	O	\$ 144,498	10,000	M160902	PW
54	2008	International	Truck	1HTWDAARX8J650836	TK	\$ 84,954	8,000	M166881	PW
55	2012	STEPP	Asphalt Hopper	4S9PH20Y0CS127029		\$ 20,500	4,720	M193131	PW
56	1985	Great Dane	Semi-Trailer	1GRAA9622FB102711	ST	\$ 100,000	9,014	No Plates	PW
57	1980	Ideal	Flatbed	C0086257	T	\$ 9,700	1,000	No Plates	PW
58	2014	Ford	F550 4X4 - Dump	1FDUF5HT3EEA05131	DMPTK	\$ 84,665	7,508	M196181	PW
59	2013	Ford	F750 R	3FRNF7FK5DV798114	TK	\$ 114,965	25,999	M195699	PW
60	2014	Ford	F550 4X2	1FDUF5GT4EEB29751	TK	\$ 93,874	19,500	M197418	PW
61	2013	Ford	F750 R	3FRNF7FK7DV798115	TK	\$ 114,965		M197291	PW
62	2014	Schneller	9000 (powerwasher trailer)	4S9BU1117EF232034	T	\$ 10,165	2,990		PW
63	2004	Ford	Econoline	1FTRE14WX4HA41790	VAN	\$ 15,726	4,362	M145888	WTR
64	2005	Ford	F-150 Crew Cab	1FTRW14W85KD32175	PU	\$ 28,048	4,800	M152800	WTR
65	2007	Chevrolet	Colorado	1GCDT13EX78129624	PU	\$ 23,220	4,900	M161209	WTR
66	1995	Chevrolet	Astro	1GCDM19W5SB187052	VAN	\$ 18,000	4,100	M99370	WTR
67		Grimmerschmidt	185D Compressor Trailer		T	\$ 18,915	1,000	No plates	WTR
									TEM PLATES
68	2013	Ford	E-350 Cutaway	1FDWE3FLODDB02908		\$ 35,026	4,536	693P441	WTR
69	2016	Ford	F350	1FT8X3BT1GEA92577	TK	\$ 40,786	6,800		
70	2016	Ford	F350	1FT8X3BTXGEA92576	TK	\$ 40,786	6,800		
71	2015	STEPP	Asphalt Kettle	4S9JK1258FS127093		\$ 40,439			
72	2016	Elgin	Pelican Sweeper	NP30791		\$ 191,400			
73	1999	GMC	Van	1GTHG35R8X1121192	VAN	\$ 3,000			PD
74	2016	Ford	Explorer	1FM5K8AR7PEA52315	LEAP	\$ 40,786			PD
75	2016	Ford	Explorer	1FM5K8AR9GGA52316	LEAP	\$ 40,786			PD
						\$ 4,712,834			



Illinois Counties Risk Management Trust
225 Smith Road, St. Charles, Illinois 60174

COMMON POLICY DECLARATIONS

Policy Number: ICRMT2016260

Form of Business: Municipality

Named Insured and Address:

Agency Name and Address:

Elmwood Park, Village of
11 Conti Parkway
Elmwood Park, IL 60707

Meslow Insurance Services, Inc.
353 N. Clark Street
10th Floor
Chicago, IL 60654

Policy Period: 12/01/2015 to 12/01/2016

At 12:01 A.M., Standard Time at your mailing address shown above.

In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy. This Policy consists of the following sections. Please refer to the Schedule of Coverage Declarations for applicability. This premium may be subject to adjustment.

Coverage Part I:	Liability	
	General Liability Coverage	Included
	Law Enforcement Coverage	Included
	Automobile Coverage	
	Automobile Liability Coverage Including Medical Payments	Included
	Automobile Uninsured & Underinsured	Included
	Automobile Physical Damage	Included
	Public Officials Liability Coverage	Included
	Excess Liability Coverage	Included
Coverage Part II:	Property Coverage	Included
	Mobile Equipment & Miscellaneous Articles	Included
Coverage Part III:	Equipment Breakdown Coverage	Included
Coverage Part IV:	Comprehensive Crime Coverage	Included
Coverage Part V:	Workers' Compensation and Employers' Liability	Included

Total Policy Premium: \$627,634

Form(s) and Endorsement(s) made a part of this policy at time of issue: SEE FORMS AND ENDORSEMENTS SCHEDULE

Date: 12/01/2015 By: _____

Authorized Signature
Insurance Program Managers Group, Trust Administrator

THIS COMMON POLICY DECLARATION AND THE SCHEDULE OF COVERAGE DECLARATION, TOGETHER WITH THE POLICY, COVERAGE FORMS AND ENDORSEMENTS, IF ANY, COMPLETE THE ABOVE NUMBERED POLICY.

ILLINOIS COUNTIES RISK MANAGEMENT TRUST

Schedule of Coverage Declarations

Named Insured: Elmwood Park, Village of
11 Conti Parkway
Elmwood Park, IL 60707

Program Year: 12/01/2015 - 12/01/2016
Effective Date: 12/01/2015 - 12/01/2016
Policy Number: ICRMT2016260

READ THE ENTIRE POLICY CAREFULLY TO DETERMINE RIGHTS, DUTIES AND WHAT IS AND IS NOT COVERED.

GENERAL LIABILITY

Coverage	<u>Limits</u>
Each Occurrence	<u>\$1,000,000</u>
General Annual Aggregate	<u>\$3,000,000</u>
Products/Completed Operation Annual Aggregate	<u>\$1,000,000</u>
Premises Medical Payments	
Each Person	<u>\$1,000</u>
Each Occurrence	<u>\$60,000</u>

DEDUCTIBLE: \$10,000 each occurrence

Sexual Abuse Liability

Each Occurrence	<u>\$100,000</u>
Annual Aggregate	<u>\$100,000</u>

Retroactive Date: 12/01/2006

Innocent Party Defense Coverage Included

DEDUCTIBLE: \$10,000 each occurrence

Coverages to include:

- Liquor Liability
- Medical Professional (excluding Doctors & Dentists)
- Special Events
- Terrorism
- Volunteers
- Non-Auditable

LAW ENFORCEMENT LIABILITY

Each Occurrence	<u>Limits</u>
General Annual Aggregate	<u>\$1,000,000</u>
	<u>\$3,000,000</u>

DEDUCTIBLE: \$25,000 each occurrence

Coverages to Include:

- Auxillary Officers
- Intergovernmental/Mutual Aid Agreements
- Jails/Holding Cells
- Good Samaritan
- Commandeered Autos

AUTOMOBILE

Auto Liability

Each Occurrence	<u>Limits</u>
Auto Medical Payments	<u>\$1,000,000</u>
Each Person	<u>\$5,000</u>
Each Accident	<u>\$25,000</u>

DEDUCTIBLE: \$10,000 each occurrence

Uninsured & Underinsured Motorist Liability

Each Occurrence	<u>Limits</u>
	<u>\$40,000</u>

DEDUCTIBLE: \$0 each occurrence

Auto Physical Damage

Total Scheduled Value	<u>Limits</u>
Total Agreed Value	<u>\$4,455,882</u>
Number of Vehicles:	<u>\$0</u>
	<u>72</u>
Comprehensive Per Loss Deductible	<u>\$1,000</u>
Collision Per Loss Deductible	<u>\$1,000</u>

Coverages to Include:

- Automatic Liability for Newly Acquired Vehicles (Non-Auditable) Included
- Newly Acquired Automobiles Physical Damage (Non-Auditable) \$500,000
- Hired/Non-Owned Liability Included
- Hired Auto Physical Damage Included
- Garage Keepers Legal Liability - per Occurrence \$100,000
- Pollution Caused by Upset/Overtun Included
- Commandeered Autos Included
- Loss of Use and Lease Gap Coverage Included

SECTION IV – AUTOMOBILE LIABILITY COVERAGE INCLUDING MEDICAL PAYMENTS “A”

1. INSURING AGREEMENT

The Trust will pay on behalf of the Insured all **Ultimate Net Losses** which the Insured becomes legally obligated to pay for any **Claim** arising out of an **Occurrence** that takes place during the **Policy Period** and within the **Policy Territory** because of **Bodily Injury** or **Property Damage**. The **Bodily Injury** or **Property Damage** must arise out of the ownership, operation, use (including loading or unloading) or maintenance of an **Automobile** by an **Insured**.

2. AUTOMOBILE MEDICAL PAYMENTS COVERAGE

(a) At your written request, we will pay medical expenses as described below for **Bodily Injury** caused by an **Occurrence** arising from ownership, operation, use (including loading and unloading) or maintenance of your **Automobile** provided that:

(1) The **Occurrence** takes place in the **Policy Territory** and during the **Policy Period**;

(2) The expenses are incurred and reported to us within one year of the date of the **Occurrence**; and

(3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

(b) At your written request, 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 **Occurrence**;

(2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and

(3) Necessary ambulance, hospital, professional nursing and funeral expenses.

The amount we will pay is limited as described in the **Declarations**.

The following **Exclusions** apply to any **Claims** for **Bodily Injury** under Automobile Medical Payments Coverage. We will not pay any **Loss** or **Damages** for **Bodily Injury**:

(1) To any **Insured** while **Occupying** any **Automobile**.

(2) To a person, whether or not an **Insured's** employee, if benefits for the **Bodily Injury** are payable or must be provided under a worker's compensation or disability benefits law or a similar law.

(3) To a person injured while taking part in any racing, stunting, demolition or while practicing for such contest or activity.

3. LIMITS OF LIABILITY

Regardless of the number of (1) **Insureds** under this **Policy**, (2) persons or organizations who sustain **Bodily Injury** or **Property Damage**, or (3) **Claims** brought on account of **Bodily Injury** or **Property Damage**, the **Trust's** liability for the applicable **Policy Period** is limited as follows:

(a) The total liability for the **Trust** for all **Claims** because of **Bodily Injury** or **Property Damage** sustained by one or more persons as the result of any one **Occurrence** shall not exceed the limit of liability stated in the **Declarations** for Automobile Liability for the applicable **Policy Period** as applicable to each **Occurrence**.

- (b) With respect to the Insured's liability arising out of any Joint Venture to which this coverage applies, the Trust shall not be liable for an amount greater than the pro rata share of any Damages based on the number of participants in the Joint Venture, unless the Insured's liability is expressed otherwise contractually in the Joint Venture agreement.
- (c) Subject to the above provisions applicable to each Occurrence, the total liability of the Trust for all Claims because of Bodily Injury or Property Damage, regardless of the number of Occurrences taking place during the Policy Period, shall not exceed the limit of liability stated in the Declarations for Automobile Liability for the applicable Policy Period.

4. DEDUCTIBLE

Claims, Damages, and/or expenses incurred in defense of any Claim including cost of attorneys arising out of each Occurrence which would otherwise be payable under this insurance will be reduced by the deductible, if any, shown on the Declarations of this Policy. To settle any Claim we may pay all or any part of any deductible stated in this Policy. If this happens, you must reimburse us for the deductible or the part of the deductible we paid. Should we find it necessary to file Suit seeking recovery for amounts paid by us with regard to a deductible which is to be reimbursed by you, it is agreed that you are responsible for all costs of collection, including reasonable attorney's fees and interests on the amount in question up to the full amount allowed by law.

5. AUTOMOBILE LIABILITY EXCLUSIONS

In addition to those Exclusions found in Section VII – General Policy Exclusions, the Trust shall not be obligated to make any payment, nor to defend any Claims arising out of Bodily Injury or Property Damage for:

(a) Care, Custody or Control

Property Damage to, covered pollution cost, or expense involving property owned or transported by the Insured or in the Insured's care, custody or control. This exclusion does not apply to liability assumed under a sidetrack agreement.

(b) Fellow Employee

Bodily injury, including any claim for wrongful death, or Property Damage to 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 the Insured's business.

(c) Handling of Property

Bodily injury or Property Damage resulting from the handling of property:

- (1) Before it is moved from the place where it is accepted by the Insured for movement into or onto the covered Automobile, or
- (2) After it is moved from the covered Automobile to the place where it is finally delivered by the Insured.

(d) 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 Automobile.

(e) Racing

Bodily Injury or Property Damage arising out of an **Automobile** 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 **Automobile** is being prepared for such a contest or activity.

(f) Law Enforcement Activities

Bodily Injury or Property Damage arising out of the use of an **Automobile** by the **Named Insured's** Law Enforcement Agency in the execution or enforcement of any law.

(g) Occurrences, Loss, Claims, or Damages

Any **Occurrences, Loss, Claims, or Damages** for which coverage is otherwise afforded or would have been afforded if the **Insured** had elected the coverage under **Section II – General Liability Coverage; Section III – Law Enforcement Liability Coverage; Section IV, B – Uninsured and Underinsured Motorist; Section IV, C – Auto Physical Damage; Section V – Public Officials Liability Coverage; or Coverage Part V – Workers' Compensation**, it being intended by the parties that the coverage provided by **Section IV – Automobile Liability Coverage Including Automobile Medical Payments** not overlap nor apply in addition to the above Sections and Coverage Part to the same **Occurrences, Loss, Claims, or Damages**.

SECTION IV – UNINSURED AND UNDERINSURED MOTORISTS "B"

1. INSURING AGREEMENT

The Trust will pay all **Ultimate Net Losses** the **Insured** is legally entitled to recover as compensatory **Damages** from the owner or driver of an **Uninsured or Underinsured Automobile**. The **Damages** must result from **Bodily Injury** sustained by the **Insured** caused by an **Occurrence**. The owner's or driver's liability for these **Damages** must result from the ownership, maintenance or use of the **Uninsured or Underinsured Automobile**.

2. LIMITS OF LIABILITY

(a) Regardless of the number of (1) **Insureds** under this **Policy**, (2) persons or organizations who sustain **Bodily Injury**, or (3) **Claims** brought on account of **Bodily Injury**, the **Trust's** liability for the applicable **Policy Period** is limited as follows:

(1) The total liability for the **Trust** for all **Claims** because of **Bodily Injury** sustained by one or more persons as the result of any one **Occurrence** shall not exceed the limit of liability stated in the **Declarations** for **Automobile Uninsured or Underinsured Liability** for the applicable **Policy Period** as applicable to each **Occurrence**. If no limit is shown in the **Declarations**, no coverage shall apply.

(2) Subject to the above provisions applicable to each **Occurrence**, the total liability of the **Trust** for all **Claims** because of **Bodily Injury** regardless of the number of **Occurrences** taking place during the **Policy Period** shall not exceed the limit of liability stated in the **Declarations** for the applicable **Policy Period**. If no limit is shown in the **Declarations**, no coverage shall apply.

(b) For **Uninsured or Underinsured Motorists Coverage**

(1) In the event of a settlement with, or judgment against, the owner or driver of the **Uninsured or Underinsured Automobile**, the limits of liability for this coverage shall be reduced by all sums paid or payable:

- a. By or for anyone who is legally responsible, including all sums paid under this **Policy Section**; or
- b. Under any **Automobile** medical payments coverage.

(2) Notwithstanding 2(b)(1), in the event of a settlement with, or judgment against, the owner or driver of the **Uninsured or Underinsured Automobile**, the maximum limit of liability for this coverage shall be the amount by which the limit of liability for this coverage exceeds the total limits of **Bodily Injury** liability bonds or insurance policies applicable to the owner or operator of the **Uninsured or Underinsured Automobile** or **Uninsured Automobile**, regardless of whether such bonds or insurance are collectable.

(3) No one will be entitled to receive duplicate payments for the same elements of **Loss** under this **Policy Section** and any **Liability Policy Section**.

3. DEDUCTIBLE

Claims, Damages, and/or expenses incurred in defense of any **Claim** including cost of attorneys arising out of each **Occurrence** which would otherwise be payable under this insurance will be reduced by the deductible, if any, shown on the **Declarations** of this **Policy**. To settle any **Claim**

we may pay all or any part of any deductible stated in this Policy. If this happens, you must reimburse us for the deductible or the part of the deductible we paid. Should we find it necessary to file Suit seeking recovery for amounts paid by us with regard to a deductible which is to be reimbursed by you, it is agreed that you are responsible for all costs of collection, including reasonable attorney's fees and interests on the amount in question up to the full amount allowed by law.

4. ADDITIONAL TERMS AND CONDITIONS

(a) Arbitration – Uninsured and Underinsured Motorists Coverage

- (1) If we and an **Insured** disagree whether the **Insured** is legally entitled to recover **Damages** from the owner or driver of an **Uninsured or Underinsured Automobile** or do not agree as to the amount of **Damages** that are recoverable by that **Insured**, then the matter may be arbitrated. However, disputes concerning coverage under this **Policy** may not be arbitrated. Either party may make a written demand for arbitration. In this event, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 45 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.
- (2) Unless both parties agree otherwise, arbitration will take place in the county in which the **Insured** is located. Local rules of law as to arbitration procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.

(b) Reimbursement and Trust

If we make any payment and the **Insured** recovers from another party, the **Insured** shall hold the proceeds in trust for us and pay us back the amount we have paid. However, for **Underinsured Motorists Coverage** only, in the event of a settlement agreement we shall be entitled to recover only for amounts which exceed the limit of **Bodily Injury** liability bonds or policies applicable to the owner or operator of the **Underinsured Automobile**.

(c) Litigation or Arbitration Proceedings.

Any legal action against us or request for arbitration involving this **Uninsured or Underinsured Motorists Coverage** must be brought within one (1) year after the date of the **Occurrence**.

5. AUTOMOBILE UNINSURED AND UNDERINSURED MOTORISTS LIABILITY EXCLUSIONS

In addition to those Exclusions found in **Section VII - General Policy Exclusions**, the **Trust** shall not be obligated to make any payment to any **Insured** or arising out of:

- (a) Any **Claim** settled without our consent.
- (b) Any **Claim** for the direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.
- (c) **Bodily Injury** sustained by:
 - (1) An **Insured** while **Occupying** any automobile owned by the **Insured** that is not a **Covered Automobile** for **Uninsured or Underinsured Coverage** under this **Section IV - Automobile Liability Coverage Including Medical Payments**;
 - (2) Any family member while **Occupying** any automobile owned by that family member that is not a **Covered Automobile** for **Uninsured or Underinsured Motorists Coverage** under this **Section IV - Automobile Liability Coverage Including Medical Payments**; or

- (3) Any family member while **Occupying** any automobile owned by the **Insured** that is insured for **Uninsured or Underinsured Motorists Coverage** on a primary basis under any other coverage form or policy.
- (d) Anyone using a vehicle without a reasonable belief that the person is entitled to do so.
- (e) Any **Claim** for Punitive or exemplary damages.
- (f) **Bodily Injury** sustained by any person caused by an **Occurrence** if that person is also entitled to receive any compensation or benefits pursuant to **Coverage Part V - Workers Compensation** of this **Policy** or any other available workers' compensation and employers' liability insurance or self insurance as a result of such **Occurrence**.

SECTION IV – AUTOMOBILE PHYSICAL DAMAGE COVERAGE "C"

1. INSURING AGREEMENT

The Trust will pay for any claim arising during the **Policy Period** and within the **Policy Territory** to a **Covered Automobile**. The most we will pay for **Loss** in any one **Occurrence** is the lesser of:

- (a) The actual cash value of the damaged or stolen property as of the time of the **Loss**;
- (b) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
- (c) The limit stated on the schedule to the damaged or stolen **Automobile** unless designated as being covered on an agreed amount basis.

If designated as agreed amount (a) above does not apply.

2. PHYSICAL DAMAGE COVERAGE

(a) We will pay for loss to a **Covered Automobile** or its equipment under:

(1) Comprehensive Coverage

From any cause except:

- a. The covered **Automobiles** Collision with another object; or
- b. The covered **Automobiles** overturn.

(2) Collision Coverage

Caused by:

- a. The covered **Automobiles** Collision with another object; or
- b. The covered **Automobiles** overturn.

(b) Coverage Extensions

(1) Loss Of Use Expenses

For **Hired Automobile** 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:

- a. Other than **Collision** only if the **Declarations** indicate that Comprehensive Coverage is provided for any covered **Automobile**.
- b. **Collision** only if the **Declarations** indicate that **Collision** Coverage is provided for any covered **Automobile**.

(2) Rental Reimbursement Coverage

We will pay for rental reimbursement expenses incurred by you for the rental of an **Auto** because of a **Loss** to a **Covered Automobile**. Payment applies in addition to the otherwise applicable amount of each coverage you have on a **Covered Automobile**. No deductible applies.

This Coverage Extension only applies to **Covered Automobiles**.

We will pay only for the lesser of the following number of days:

- a. The number of days reasonably required to repair or replace the **Covered Automobile**. If the **Loss** is caused by theft, this number of days is added to the number of days it takes to locate the **Covered Automobile** and return it to you.
- b. The number of days shown in the **Declarations**.

Our payment is limited to the lesser of the following amounts:

- a. Necessary and actual expenses incurred.
- b. The maximum payment stated in the **Declarations** applicable to any one day or any one period.

This coverage does not apply while there are spare or reserve **Autos** available to you for your operations.

If a **Loss** results from the total theft of a **Covered Automobile** of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided under this Coverage Extension.

(3) Police, Fire and Emergency Vehicle Electronic Equipment Coverage

Electronic equipment which is installed or equipped with a docking station in the vehicle that receives or transmits audio visual or data signals shall be covered subject to the vehicle deductible.

(4) Commandeered Auto Physical Damage Coverage

We will pay for loss to any **Commandeered Automobile** the Actual Cash Value or Cost of Repair whichever is less, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned **Automobile** for that coverage. **Commandeered Auto Physical Damage Coverage** is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered **Automobile** you own.

We will also cover loss of use of the **Commandeered** or undercover law enforcement **Automobile** if it results from an **Occurrence** for which you are legally liable and the **Automobile** owner incurs an actual financial loss.

(5) Lease Gap Coverage

If a long-term leased **Automobile** is a **Covered Automobile** and the lessor is named as an additional insured-lessor, the Trust will pay in the event of a total loss the **Insured's** additional legal obligation to the lessor for any difference between the actual cash value of the **Automobile** at the time of the **Loss** and the outstanding balance of the lease.

Outstanding balance under this coverage means the amount the **Insured** owes on the lease at the time of **Loss** less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees.

(6) Newly Acquired Automobiles Coverage

Newly Acquired **Automobiles** shall be covered at actual cash value on the date of **Loss** or damage, or the cost to repair the damage whichever is less, with a Limit not to exceed \$500,000 per **Occurrence**.

(7) Garage Keepers Legal Liability

For loss to an **Automobile** while the **Insured** is servicing, repairing, parking or storing the **Automobile** in your care, custody or control, with a limit not to exceed \$100,000 per **Occurrence**.

Items (1), through (6), shall be subject to the **Insured's** applicable Self – Insured Retention or Deductible with limits shown in the **Declarations** before coverage shall apply

3. AUTOMOBILE PHYSICAL DAMAGE CONDITIONS

The following conditions apply in addition to the **Section VI - General 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**.

(b) Loss Payable

The **Trust** will pay, as interest may appear, you and the loss payee named in the **Policy** for **Loss** to a **Covered Automobile**.

4. DEDUCTIBLE

For each **Covered Automobile**, our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the **Declarations** or other documentation on file with the **Trust**.

5. EXCLUSIONS

In addition to those Exclusions found in **Section VII - General Policy Exclusions**, the **Trust** shall not be obligated to make any payment for a **Claim** or **Loss** for Auto Physical Damages arising out of:

- (a) Any covered **Automobile** 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 **Automobile** while that covered **Automobile** is being prepared for such a contest or activity.
- (b) Any **Loss** caused by or resulting from any of the following unless caused by other **Loss** that is covered by this insurance:
 - (1) Wear and tear, freezing, mechanical or electrical breakdown.
 - (2) Blowouts, punctures or other road damage to tires.

SECTION VI – GENERAL CONDITIONS

1. ACTION OR LITIGATION AGAINST TRUST

- (a) No action shall lie against the **Trust** unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of the **Policy**, nor until the amount of the **Insured's** obligation to pay shall have been finally determined either by judgment against the **Insured** after actual trial or by written agreement of the **Insured** the claimant and the **Trust**.

The **Insured** shall not assign, transfer, or pledge all or any portion of the **Insured's** rights or interests under the **Policy**, and the **Trust** shall not be liable to any person claiming any such rights by virtue of any reported assignment, transfer, or pledge thereof. The **Trust's** denial of a defense shall not relieve the **Insured** from complying with the provisions of this paragraph. Further, any such assignment, transfer, or pledge shall relieve the **Trust** of all duties, obligations and coverage provided under the **Policy** to the **Insured** in respect to the **Claim** or **Suit** in which the rights were assigned, transferred, or pledged.

- (b) No person or organization shall have any right under this **Policy** to join the **Trust** as a party to any action against the **Insured** to determine the **Insured's** liability, nor shall the **Trust** be impleaded by the **Insured** or its legal representative. Bankruptcy or insolvency of the **Insured** or of the **Insured's** estate shall not relieve the **Trust** of any of its obligations hereunder.
- (c) No action or litigation shall be brought against the **Trust** for a breach or declaration of any of its obligations or duties under this **Policy** more than one (1) year after the date such cause of action accrued.

2. APPEAL

The **Trust** has the right but not the duty to appeal any judgment. In the event that you and we do not agree to appeal a judgment both parties agree to retain a disinterested attorney to render a written opinion regarding the appeal. The written opinion is binding on both of us. The cost and expenses for the opinion will be shared equally by you and us. Your portion of the cost and expenses will not reduce any self-insured retention or deductible.

3. BANKRUPTCY

Bankruptcy or insolvency of the **Insured**, or any entity comprising the **Named Insured**, will not relieve us of our obligations under this **Policy**, if the **Policy** has been paid in full at the time of bankruptcy.

4. CANCELLATION OR NONRENEWAL

- (a) The **Named Insured** shown in the **Declarations** may cancel this **Policy**, only at its anniversary or expiration date, by mailing or delivering to us written notice of cancellation at least 30 days prior to the anniversary date.
- (b) We may cancel this **Policy** by mailing or delivering the **Named Insured** written notice of cancellation at least:
- (1) 10 days prior to the effective date of cancellation if we cancel for nonpayment of premium;
or

- (2) 10 days prior to the effective date of cancellation if the **Named Insured** fails to pay us, or otherwise satisfy, any applicable fee or deductible payment within 10 days of notice from us that such amount is due; or
- (3) 60 days prior to this policy's anniversary or expiration date for non-renewal.
- (4) 30 days before the effective date of cancellation if we cancel for any other reason.
- (c) We will mail or deliver our cancellation notice to the **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 day.
- (e) If this **Policy** is cancelled by the **Named Insured** the premium will be considered fully earned.

5. CONCEALMENT / FRAUD CLAUSE

This coverage is void if there is fraud committed by you. It is also void if you or any other **Insured**, intentionally omits, conceals or misrepresents a material fact concerning:

- (a) This **Policy**;
- (b) The statements made in any application or attachments used to secure this insurance which are on file with the Trust and made a part of this **Policy**;
- (c) Your claims experience, whether insured or self-insured, for the types of claims that are covered by this **Policy**;
- (d) A **Claim** under this **Policy**.

6. DEFENSE AND SETTLEMENT

- (a) The **Trust** may make such investigation and settlement of any **Claim** it deems expedient, but the **Trust** shall not be obligated to pay any **Claim** or judgment or to defend any **Claim** after the **Trust** has paid or offered to pay the applicable limit of the **Trust's** liability above the **Insureds** Self – Insured Retention or Deductible.
- (b) The **Trust** shall have the right and the duty to defend any covered **Claim** against the **Insured** seeking **Damages** on account of such liability as covered in the **Coverage Parts** adopted by the **Insured** and as designated in the **Declarations**, even if the allegations of the **Claim** are groundless, false, or fraudulent. Our right and duty to defend ends when we have used up the applicable **Limits of Liability** in the payment of judgments, settlement or expenses. The **Trust** shall have the right to seek reimbursement from the **Named Insured** of all attorneys' fees and expenses it incurs in defending any claim where it (a) expressly reserves that right pursuant to a valid **Reservation of Rights** and (b) obtains a declaratory judgment declaring it had no duty to defend such claim.
- (c) We will have the right to select legal counsel to represent the **Insured**, as defined under **Section I - Who Is An Insured** in the **General Provisions** of this policy, for the investigation, adjustment, and defense of any **Claim** covered under this **Policy**. Legal defense expenses incurred prior to the selection of legal counsel by the **Trust** will not be covered under this **Policy**, or credited against the deductible.
- (d) After selection of legal counsel, we have the right to associate with any **Insured** in any **Claim**. We may, at our discretion, investigate any **Claim**. The amount we will pay for **Damages** is limited as described in **Section II – General Liability – Limits of Liability**, **Section III – Law Enforcement Liability – Limits of Liability**, **Section IV – Automobile Liability – Limits of Liability** and **Section VI – Public Officials Liability - Limits of Liability**. No other obligation

or liability to pay sums or perform acts or services is covered unless explicitly provided for by the respective **Coverage Part**.

- (e) Legal defense expense reduces the Limits of Liability shown in the **Declarations** and shall be applied to the deductible.
- (f) The **Trust** has the right to settle any **Claim**. If we recommend a settlement which is acceptable to a claimant which is within the Limits of Liability, and the **Insured** disagrees with the terms of such settlement, the **Trust** may settle the **Claim** or, at the **Trust's** sole option, the **Trust** may withdraw its defense and allow the **Insured** at its own expense to defend such **Claim** independently. But in no event shall the **Trust's** liability for such **Claim** exceed the amount for which the **Claim** could have been settled if the **Trust's** recommendation had been accepted, subject to any applicable deductible.

7. DEFINED WORDS

Whenever words or phrases appear in the **Policy** in bold type, they shall have the meaning stated in each Section, Definitions or in the other **Coverage Parts** of the **Policy**. Otherwise, words or phrases used in the **Policy** shall have the plain, ordinary, and common meaning attached to their usage. Throughout this **Policy** the words You and Your refer to the entity identified as the **Named Insured** shown in the **Declarations**. The words We, Us and Our refer to the Illinois Counties Risk Management Trust, herein called the **Trust**.

8. ERROR OR OMISSIONS

Any unintentional error or omission made by the **Insured** in completing the exposure summary or requested underwriting data shall not void or impair the coverage afforded by the **Policy**, provided that the **Insured** reports to the **Trust** such error or omission as soon as reasonably possible after discovery, and the **Insured** pays appropriate premiums for the exposure. This shall not apply to intentional omission of exposure data which may place the **Trust** at risk.

9. EXCESS OR OTHER INSURANCE

- (a) The **Trust** will have no duty to defend any **Claim** when its coverage is excess and one or more primary Insurers have a duty to defend the **Insured**. However, the **Trust** has the right but not the obligation to become associated with the defense or control of a **Claim** which involves or is likely to involve coverage under the **Policy**.
- (b) If any other insurance is available to an **Insured** that covers a **Claim, Suit, Loss or Damages** that is also covered by this **Policy**, except for insurance purchased to apply specifically in excess of this **Policy**, then coverage provided by this **Policy** will apply in excess of such other insurance.

When this insurance is excess over other insurance, we will pay only our share in excess of any self-insured retention or deductible, of the amount of the **Loss or Damages**, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the **Loss or Damages** in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining **Loss or Damage**, 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 this insurance.

- (c) Method of Sharing: If all of the other insurance permits contribution by equal shares, we will

follow this method also. Under this method 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.

10. IDENTITY OF INTEREST

If the **Insured** under this policy is comprised of more than one legal entity, liability under this policy will not exceed the amount of loss had all such interests comprised a single legal entity.

11. INSPECTION AND AUDIT

(a) The **Trust** has the right but not the duty to inspect the **Insured's** property and operations at any time. Neither the **Trust's** right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking on behalf of or for the benefit of the **Insured** or others to determine or warrant that such property or operations are safe or healthful or are in compliance with any law, rule, regulation, code or standard.

(b) The **Trust** has the right but not the duty to examine and audit the **Insured's** books and records at any time during the **Policy Period** and extensions thereof and within three years after the final termination of this **Policy**, as far as they relate to the subject matter of the **Policy**.

(c) There is no time limit on auditing your books and records with respect to **Claims** under this **Policy**.

12. INSURANCE UNDER TWO OR MORE POLICY PERIODS

If insurance under two or more policies issued by the **Trust** apply to the same **Occurrence**, **Loss** or **Claim** for either a continuous **Occurrence** or the potential application of both **Occurrence** and claims made coverage to the same **Occurrence**, **Wrongful Act**, or **Claim**, any **Ultimate Net Loss** shall not exceed the limit for the policy period in effect when such **Occurrence** or **Wrongful Act** giving rise to any **Claim** first takes place. Any **Ultimate Net Loss** will be allocated strictly to that policy period when the **Occurrence** first took place, even if such **Occurrence** or **Claim** arising therefrom continues or is made after the termination of that policy and there will be no stacking of policy limits for more than one policy period.

13. INSURED'S DUTIES IN THE EVENT OF AN OCCURRENCE, OFFENSE, WRONGFUL ACT, LOSS, OR CLAIM FOR DAMAGES

(a) In the event of a **Loss**, **Claim**, **Suit**, **Occurrence**, **Offense** or **Wrongful Act**, written notice containing particulars sufficient to identify the **Insured** and also reasonably obtainable information with respect to the time, place, and circumstances thereof, and the names and addresses of the injured and available witnesses shall be given by or for the **Insured** to the **Trust** or any of its authorized agents as soon as practicable. Failure to provide written notice to the **Trust** of a **Loss**, **Claim**, **Suit**, **Occurrence**, **Offense** or **Wrongful Act** as soon as practicable shall be a material breach of the duties of the **Insured** under the **Policy** and may result in forfeiture of coverage for that **Loss**, **Claim**, **Suit**, **Occurrence**, **Offense** or **Wrongful Act**. Knowledge or notice of a **Loss**, **Claim**, **Suit**, **Occurrence**, **Offense** or **Wrongful Act** by an agent, servant, or employee of the **Named Insured** shall not constitute knowledge by or notice to the **Trust**, unless the **Trust** shall have received notice from the **Named Insured's** agent, servant, or employee. Neither the **Trust**, its authorized agents, nor anyone else may

waive this notice provision.

- (b) If a **Claim** is made or **Suit** for **Damages** is brought against the **Insured** the **Insured** shall immediately forward to the **Trust** every demand, notice, summons, complaint or other process received. Failure to immediately forward to the **Trust** such documents shall be a material breach of the duties of the **Insured** under this **Policy** and may result in forfeiture of coverage for that **Claim** or **Suit**.
- (c) Notice to the **Trust** should be sent to Illinois Counties Risk Management Trust as designated in the **Declarations**.
- (d) The **Insured** shall cooperate with the **Trust** and give any and all information as may reasonably be required and, upon the **Trust's** request, assist in making settlement, in the conduct of **Suits** and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the **Insured** because of injury or **Loss** or **Damages** with respect to which coverage is afforded under the **Policy**.
- (e) The **Insured** shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses.
- (f) The **Insured**, except at its own cost, will not without the **Trust's** written consent voluntarily make any payment, assume any obligation, admit any liability, settle any **Claim** or **Suit** or incur any expense other than for first aid to others at the time of an accident.
- (g) It shall be understood that the **Insured** shall not take any action whatsoever, subsequent to a **Loss, Claim, Suit, Occurrence, Offense** or **Wrongful Act** that could increase the liability exposure of or jeopardize the **Trust** in any way.
- (h) Failure of the **Insured** to comply with the requirements of paragraphs (a), (b), (c), (d), (e), (f) and (g) shall be a material breach of the duties of the **Insured** under this **Policy** and may result in forfeiture of coverage for that **Loss, Claim, Suit, Occurrence, Offense** or **Wrongful Act**.
- (i) The following are not payments for a covered **Claim** or **Loss**:
 - (1) Payments, including salaries and expenses to any employee or official of an **Insured** for the services rendered in administering any **Claim** or **Loss**;
 - (2) Costs, fees and other expenses incurred by the **Insured** in establishing the existence of or amount of any covered **Claim** or **Loss**.

14. REPRESENTATIONS

By accepting this policy, the **Insured** agrees that:

- (a) The statements in the **Declarations** and **Trust** applications on file which are hereby incorporated and made an integral part of this **Policy** are accurate and complete.
- (b) Those statements are based upon representations you made to us.
- (c) We have issued this **Policy** in reliance upon your representations.

15. SUBROGATION AND RECOVERIES

In the event of any payment under the **Policy**, the **Trust** shall have the right to subrogate the **Insured's** rights of recovery thereof against any person or organization, and the **Insured** shall

execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The **Insured** shall do nothing after **Loss** to prejudice such rights.

(a) If any **Insured** has rights to recover all or part of any payments we have made under this **Policy**, those rights are transferred to us. You must do nothing after a **Loss** to impair those rights. At our request you must bring **Suit** or transfer those rights to us and help us to enforce them.

(b) If there are any payments recovered by us, we will disburse those payments as follows:

(1) The cost of recovery will be deducted from the recovery and repaid first to the **Trust** and second to the **Insured** as it relates to the actual **Claim** payment.

(2) After deducting the cost of recovery, if any money remains, it will be repaid first to the **Trust** and second to the **Insured** as it relates to the actual **Claim** payment.

16. TITLES OF PARAGRAPHS

The titles of the paragraphs in the **Policy** and of endorsements or supplemental contracts, if any, now, or hereafter attached hereto, are inserted solely for convenience of reference and shall not be deemed in any way to limit or affect the provisions to which they relate.

17. YOUR OBLIGATION TO MAKE PAYMENTS

By accepting this **Policy** you agree that you will make all payments including deductible payments, to us required hereunder, including, but not limited to, premium or deductible payments within 30 days of the date that you are notified by us that such payments are due. It is expressly understood that your obligation to make such timely payments hereunder is an essential condition of this **Policy** and that in the event of your failure to timely pay any amount due us in full, we shall have the right to do any one or more of the following:

(a) Cancel this **Policy** pursuant to the terms of **Section VI - General Conditions**; or

(b) Withdraw and terminate our defense of any **Insured** in any **Claim** covered by this **Policy**; or

(c) Refuse to make any payments to you, any **Insured**, or any third party, required by this **Policy**;
or

(d) Terminate all coverage to you or any **Insured** under this **Policy**.

In the event that we decide to exercise any of our rights under subparagraphs (b), (c), or (d), above, we shall provide you with 30 days prior notice.

SECTION VII - GENERAL POLICY EXCLUSIONS

Unless otherwise expressly provided in the **Declarations**, under specific coverages, or by endorsement, the coverage provided in this **Policy** does not apply to or provide coverage for:

1. Aircraft

Claims arising out of the ownership, maintenance, operation, use, loading, or unloading of any **Aircraft** owned or operated by or rented or loaned to any **Insured**.

2. Airport

Claims arising out of the ownership, maintenance, or use of any airport, except under **Section IV - Automobile Liability** which shall apply to the ownership, operation, use, loading, unloading, or maintenance of **Automobiles** at an **Airport** that are not on runways or other **Airport** premises where **Aircraft** are operated, serviced, maintained, or stored.

(a) For the purpose of **Section III - Law Enforcement Liability Coverage** only, this exclusion shall not apply with respect to the **Law Enforcement Activities** of the **Insured** while engaged in **Law Enforcement Activities** at an **Airport** or while on board an **Aircraft** which is on the ground.

(b) For the purpose of **Section V - Public Officials Liability Coverage** only, this exclusion shall not apply with respect to any **Airport** board or commission of the **Insured**.

(c) For the purpose of **Section II - General Liability Coverage** only, this exclusion in the **Policy** shall not apply with respect to:

(1) **Bodily Injury** that arises at an **Airport** or while on board an **Aircraft**, which is on the ground, from rendering or failure to render:

- a. **Incidental Medical Services** or first aid (including transportation) at the scene of an accident or injury by any **Insured** not regularly engaged in the medical profession; or
- b. Medical services (including transportation) by emergency medical technicians, paramedics, nurses, and aides employed by the **Insured's** emergency medical service, if any, while in the course and scope of their employment as such.

(2) Any premises which, although on premises designated as **Airport** premises, are separate and distinct from those premises normal and customary to the operation of an **Airport** or ownership, servicing, maintenance, or operation of an **Aircraft**.

3. Asbestos

Claims arising out of:

- (a) Inhaling, ingesting or physical exposure to asbestos or silica dust or goods or products containing asbestos;
- (b) The use of asbestos in construction or manufacturing any good, product or structure;
- (c) The removal of asbestos from any good, product or structure;
- (d) The manufacture, sale, transportation, storage or disposal of asbestos or goods or products containing asbestos; or
- (e) Investigation or defense of any **Loss**, injury or **Damage** at any cost, fine or penalty or for any expense of **Claim** or **Suit** related to any of the above.

4. Bonds, Taxes or Collections

Claims arising out of or based upon:

- (a) The issuance of bonds; or
- (b) The improper collection of taxes.
- (c) The refund of taxes, assessments, fees, or charges as a result of an improper or illegal levy, tax, imposition, assessment, or valuation of property.

5. Breach of Contract

Claims arising as a consequence of the actual or alleged failure, refusal, or inability of the **Insured** to enter into, renew, or perform any oral, written or implied contract or agreement between the **Insured** any other person, except any oral, written or implied employment contract.

6. Computer Systems Security

Claims arising out of:

- (a) Any shortcoming in security that you knew about prior to the inception of this Policy and 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) Systems that haven't been audited by an internet security or compliance company, consulting or security firms, or the computer systems, network security and anti-virus software has not been updated to the most current commercially available software product updates and releases, or your failure to apply security related software patches, to computers and other components of the **Insured's** Computer System within the past 12 months; or
- (d) Unauthorized access of your Computer System resulting in the theft of information to include third party financial account or personal information.

7. Contract Penalties

Claims based upon contractual penalties or retainages, breach of contract, cost estimate overruns on any express, implied in fact or implied in law contracts or projects.

8. Contractual Liability

Claims, fines, civil penalties, or attorneys' fees for which the **Insured** is obligated to pay by reason of assumption of liability under any ordinance, resolution, or contract.

This exclusion does not apply to liability:

- (a) That the **Insured** would have in absence of the contract; or
- (b) For **Bodily Injury** or **Property Damage** assumed in a contract that is an **Insured Contract**, provided the **Bodily Injury** or **Property Damage** occurs after the execution of the contract. **Insured Contract** does not include indemnification of another party for that party's liability arising out of their negligence in whole or part.

In no event shall there be coverage for liability assumed under an **Insured Contract** if the

Occurrence, Offense, Wrongful Act, or Claim is otherwise excluded from coverage under this Policy.

9. Criminal, Dishonest, Fraudulent or Malicious Acts

Claims arising from:

- (a) Any criminal, dishonest, fraudulent or malicious act or omission of any **Insured**;
- (b) Acts or omissions performed by a **Insured** for personal financial gain; or
- (c) Acts or omissions by a **Insured** who knowingly violated a rule, regulation, ordinance, or law of the **Insured** or the State of Illinois or of the United States;

10. Damage to Products

Claims for **Property Damage to the Insured's Products** arising out of such products or any part of such products.

11. Dams, Dikes, Levees, or Reservoirs

Claims for **Bodily Injury, Property Damage, or Loss**, costs or expenses arising directly or indirectly out of the existence of or the structural failure, collapse, bursting, flooding, cracking, settling, seepage, underseepage, spillage, subsidence, landslide or other earth movement of any dam, reservoir, levee, or dike owned, operated, maintained, constructed or controlled by any **Insured**.

This Exclusion does not apply to **Bodily Injury, Property Damage, or Loss**, costs or expense arising directly or indirectly out of the structural failure, collapse, bursting, flooding, cracking, settling, seepage, underseepage, spillage, subsidence, landslide or other earth movement of any dam, reservoir, levee or dike which is hereon scheduled by endorsement to the Policy or any Class III dams as defined under Illinois rules that are not regulated under the jurisdiction of the State of Illinois.

12. Defective Product

Claims claimed for or due to the recall, withdrawal, inspection, repair, replacement, or loss of use of the **Insured's Products** or work completed by or for the **Insured** or of any property of which such products or work form a part, if such products, work or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein.

13. Design Contract

Claims arising out of liability assumed under a contract:

- (a) If the **Insured** is acting in the capacity of or providing the services of an architect, engineer, or surveyor, for **Damages** arising out of the rendering, providing, or failure to render or provide such architect, engineer, or surveyor services by such **Insured** including:
 - (1) The preparation or approval of maps, plats, drawings, opinions, reports, surveys, change orders, designs, or specifications; or
 - (2) Supervisory, inspection, or engineering services.
- (b) If the indemnitee of the **Insured** is an architect, engineer, or surveyor, to the liability of the indemnitee, his or her agents or employees, arising out of:

- (1) The preparation or approval or the failure to prepare or approve maps, plats, drawings, opinions, reports, surveys, change orders, designs, or specifications;
- (2) The giving of or the failure to give directions or instruction by the indemnitee, his or her agents or employees, provided such giving or failure to give is the primary cause of the **Damages**.
- (c) Any **Claims** resulting from the rendering or failure to render any professional opinion, treatment, consultation or service if such professional opinion, treatment, consultation or service was rendered or was failed to have been rendered while an **Insured** was compensated by any person or organization other than the **Insured**.
- (d) This exclusion does not apply to any **Claims** arising out of liability assumed under an intergovernmental agreement or other mutual governmental agreement.

14. Devaluation of Property

Claims arising out of devaluation of property based upon the **Insured's** exercise of or failure to exercise its zoning or subdivision regulatory powers.

15. Electronic Data

Claims based on the loss, destruction, disappearance, theft, data breach, disclosure or corruption of **Electronic Data**.

16. Eminent Domain

Claims based upon the operation of the principles of **Eminent Domain**, including condemnation proceedings or inverse condemnation by whatever name called, whether such liability accrues directly against the **Insured** or by virtue of any policy entered into by or on behalf of the **Insured**.

17. Employers 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 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 (1) above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the **Insured** under an **Insured** contract.

18. Employment Liability

Claims due to **Bodily Injury** or **Property Damage** suffered by any employee of the **Insured** arising out of and in the course and scope of his or her employment by the **Insured**.

19. Expected or Intended Injury

Claims arising out of **Bodily Injury** or **Property Damage** expected or intended from the standpoint of the **Insured** unless such act or acts arises solely from the use of reasonable force for the

protection of person or property.

This exclusion does not apply to **Section III - Law Enforcement Liability**.

20. Failure to Maintain Insurance

Claims arising out of the failure to negotiate, place or maintain insurance coverage for adequate protection.

21. Fiduciary Liability/Statutory Obligations

Any Claims resulting from any fiduciary obligation, fiduciary duty or statutory obligation imposed by:

- (a) The Employee Retirement Income Security Act (ERISA);
- (b) The Pension Benefit Act;
- (c) The Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA);
- (d) Section 89 of the Internal Revenue Code;
- (e) Illinois Public Safety Employee Benefits Act (PSEBA)
- (f) Illinois Public Employees Disability Act (PEDA)

or any amendments thereto or similar provisions of any federal, state or local, statutory or common law.

22. Fines

Fines imposed by law, or matters which are uninsurable under the law.

23. Flooding

Claims arising out of the overflow or flooding of rivers, streams or bodies of water. No coverage shall be afforded to any Claim arising from any flood damages associated with the Insured's construction, maintenance or use of any dam or reservoir unless specifically endorsed for coverage hereon.

24. Insured Suits

Claims by an Insured against any other Insured except the Named Insured. This exclusion does not apply to Claims arising out of Employment Practices.

25. Lead

Claims

- (a) Arising out of lead or the toxic or Hazardous Properties of lead, lead compound, or lead contained in any materials;
- (b) Any cost for remedial investigations or feasibility studies or the cost of testing, monitoring, abatement, mitigation, cleaning, removal or disposal of lead or any item(s) containing lead;
- (c) Any Loss or Damage arising out of any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with (a) or (b) above; or
- (d) Any obligation to share Damages with or repay someone else who must pay Damages in connection with (a), (b) or (c) above.

26. Loss of Use of Tangible Property

Claims due to loss of use of tangible property which has not been physically damaged or destroyed resulting from:

- (a) A delay in or lack of performance by or on behalf of the **Insured** of a contract or agreement; or
- (b) The failure of the **Insured's Products** or work performed by or on behalf of the **Insured** to meet the level of performance, quality, fitness, or durability warranted or represented by the **Insured**.

This exclusion does not apply to loss of use of other tangible property resulting from the sudden and accidental physical damage to or destruction of the **Insured's Products** or work performed by or on behalf of the **Insured** after such products or work have been put to use by any person or organization other than the **Insured**.

27. Medical Treatment

Claims due to:

- (a) An **Insured's** actions or failure to act as a doctor, physician, surgeon or dentist;
- (b) Injury to any patient or person receiving medical care or treatment at any hospital or nursing home.

28. Mobile Equipment

Claims arising out of the use of **Mobile Equipment** in, or while in practice or preparation for a prearranged racing, speed or demolition contest or in any stunting activity.

29. Mold/Fungus

Claims for:

- (a) All loss, cost or expense directly or indirectly arising out of, resulting from or in any manner related to Fungal Pathogens whether or not there is another cause of **Loss** which may have contributed concurrently or in any sequence to a **Loss**.
- (b) Fungal Pathogens as utilized herein, shall mean any fungus or mycota or any byproduct or type of infestation produced by such fungus or mycota, including but not limited to, mold, mildew, mycotoxins, spores or any biogenic aerosols.

We will not apply this exclusion to **Bodily Injury** or resultant medical expenses that result from fungal pathogens which are on, in or a part of, any good or product that is intended to be consumed as a food or beverage.

30. Nuclear, Biological, Chemical, Radioactive Materials Terrorist Activity (NBCR)

All injury **Claims, Damage, Loss**, cost or expense caused by, resulting from, arising out of or related to, either directly or indirectly, any NBCR Terrorist Activity, as defined herein, and any action taken to hinder, defend against or respond to any such activity. This exclusion applies regardless of any other cause or event that in any way contributes concurrently or in any sequence to such injury, **Damage, Loss**, cost or expense.

For the purposes of this exclusion,

NBCR Terrorist Activity shall mean any deliberate, unlawful act that:

- (a) Includes, involves, or is associated with, in whole or in part, the use or threatened use of, or release or threatened release of, any nuclear, biological, chemical or radioactive agent, material, device or weapon except where such activities or threats thereof were motivated solely by personal objectives of the perpetrator that are unrelated, in whole or in part, to any intention

or purpose to:

- (1) Promote, further or express opposition to any political, ideological, philosophical, racial, ethnic, social or religious cause or objective;
- (2) Influence, disrupt or interfere with any government related operations, activities or policies;
- (3) Intimidate, coerce or frighten the general public or any segment of the general public; or
- (4) Disrupt or interfere with a national economy or any segment of a national economy.

31. Nuclear Energy

Claims for:

(a) Bodily Injury or Property Damage:

- (1) If the **Insured** is also an **Insured** under a nuclear energy liability policy issued by the Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an **Insured** under any such policy but for its termination upon exhaustion of its limits 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 position pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or
 - b. The **Insured** is or, had the **Policy** not been entered into, would be entitled to indemnity from the United States of America, or any agency thereof, under any **Policy** entered into by the United States of America, or any agency thereof, with any person or organization;
 - (3) Resulting from the **Hazardous Properties of Nuclear Material**:
- (b) Bodily Injury** arising out of the furnishing by a **Insured** of services, materials, parts, or equipment in connection with the planning, construction, maintenance, operation, or use of any **Nuclear Facility** outside the United States of America, its territories or possessions, or Canada.
- (c) Property Damage** arising out of the furnishing by a **Insured** of services, materials, parts or equipment in connection with the planning, construction maintenance operation or use of any **Nuclear Facility** occupied anywhere in the world.
- (d) Bodily Injury** relating to first aid, to expenses incurred with respect to **Bodily Injury** arising out of the operation of a **Nuclear Facility** by any person or organization resulting from the **Hazardous Properties of Nuclear Material** that:
- (1) Is at any **Nuclear Facility** owned by, or operated by, or on behalf of an **Insured**;
 - (2) Has been discharged or dispersed therefrom; or
 - (3) Is contained in **Spent Fuel** or **Nuclear Waste** at any time possessed, handled, used, processed, stored, transported, or disposed of by or on behalf of an **Insured**.

32. Patent Infringement

Claims arising out of the infringement or alleged infringement of a patent.

33. Personal Injury or Advertising Injury

Claims

- (a)** Arising out of oral or written publication of material, if done by or at the direction of the **Insured**

with knowledge of falsity;

- (b) Arising out of oral or written publication of material whose first publication took place before the beginning of the **Policy Period**;
- (c) Arising out of the willful violation of a penal statute or ordinance committed by or with the consent of the **Insured**; or
- (d) For which the **Insured** has assumed liability in a contract. This exclusion does not apply to liability for **Damages** that the **Insured** would have in the absence of the contract.

34. Pollutant Clean-up

Any **Loss**, cost, or expense arising out of any governmental direction or request that the **Insured** treat for, monitor, clean up, remove, contain, treat, detoxify, or neutralize **Pollutants**.

35. Pollutants

Claims arising out of the actual, alleged, or threatened discharge, seepage, migration, dispersal, release, or escape of **Pollutants**.

36. Pollution

- (a) To **Bodily Injury, Property Damage, Personal and Advertising Injury**, or any other injury, **Damage, Loss**, cost, expense, liability or legal obligation arising out of dispersal, seepage, migration, release, escape 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 within), watercourse or other body of water, including underground water; or
- (b) To any **Loss**, cost or expense arising out of 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 affects of, **Pollutants**; or
- (c) To any **Claim or Suit** by or on behalf of a government 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 affects of, **Pollutants**.
- (d) Exclusion (a) does not apply to:

(1) Heating, Air Conditioning, Ventilation Systems

To **Bodily Injury** if sustained within a building which is or was at any time owned or occupied by, or rented or loaned to, any **Insured** and is and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests; or

(2) Hostile Fire

To **Bodily Injury** or **Property Damage** arising out of heat, smoke or fumes from a **Hostile Fire** unless that **Hostile Fire** occurred or originated:

- a. At any premises, site or location which is or was at any time used by any **Insured** or others for the handling, storage, disposal, processing or treatment of waste; or
- b. At any premises, site or location for which you may be held liable, if you are a contractor

and the owner or lessee of such premises, site or location has been added to your **Policy** as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or locations is not and never was owned or occupied by, or rented or loaned to, any **Insured** other than that additional insured; or

- c. At any premises, site or location on which any **Insured** or other contractors or subcontractors working directly or indirectly on any **Insured's** behalf, are performing operations to test for, monitor, clean up, remove, contain, treat, detoxify, neutralize or in any way respond to, or assess the effects of, **Pollutants** except to the extent coverage is provided in Paragraph 3. c. below.

(3) Emergency Operations

To **Bodily Injury** or **Property Damage** which occurs or takes place as a result of your operations provided the **Bodily Injury** or **Property Damage** is not otherwise excluded in whole or part and arises out of the following:

- a. Urgent response for the protection of property, human life, health or safety conducted away from premises owned by or rented to or regularly occupied by you;
- b. Emergency training operations by you;
- c. Water runoff from the cleaning of equipment used in emergency services activities;
- d. Use of tear gas, mace or similar substance by any public safety officer within the scope of employment for the **Insured**.

(4) Mobile Equipment

To **Bodily Injury** or **Property Damage** arising out of fuels, lubricants or other operating fluids needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of **Mobile Equipment** or its parts, but only if:

- a. The fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them; or
- b. The fuels, lubricants or other operating fluids were not:
 - i. Intentionally discharged; or
 - ii. Brought on or to a premises, site or location with the intent to be discharged as part of the operations being performed by an **Insured**, contractor or subcontractor.

(5) Road Treatment Chemicals

To **Bodily Injury** or **Property Damage** arising out of the application or use of sodium chloride, chloride calcium or other chemical products designed for the treatment of roads and other paved surfaces for weather conditions.

(6) Swimming Pools

To **Bodily Injury** or **Property Damage** arising out of the application or use of chlorine or other chemical products designed for the treatment of swimming pools.

(7) Pesticides or Herbicides

To **Bodily Injury** or **Property Damage** arising out of the application or use of Pesticides or Herbicides.

This exclusion is amended to extend coverage in **Section II – General Liability Coverage** to include **Bodily Injury** and **Property Damage** which results from the operation of Pesticide or Herbicide application or spraying, subject to an each **Occurrence** limit of \$50,000 as long as the application or spraying meets all standards of all statute, ordinance, regulation or license requirements of all federal, state or local governments. The **Bodily Injury** and **Property Damage**, subject to the limit stated above, must result from the application or spraying of Pesticides or Herbicides and must be:

- a. Neither expected nor intended;
- b. Instantaneous and is demonstrable as having commenced at a specific time and date during the **Policy Period**;
- c. Detected within 72 hours after the commencement of such discharge, dispersal, seepage, release or escape;
- d. Reported to us within 30 days of being detected; and
- e. Subject to reasonable attempts expended by all involved **Insureds** to terminate or mitigate the situation as soon as conditions permitted.

The limits above are the most we will pay for **Damages** because of **Bodily Injury** or **Property Damage** for the **Policy Period** shown in the **Declarations**. Our obligation to pay **Damages** on your behalf applies only to the amount of **Damages** in excess of any deductible shown above.

This coverage does not apply to **Property Damage** to property of the **Insured**.

(8) Water Treatment

To **Bodily Injury** or **Property Damage** arising out of the usage, handling or storage of any chemical designed for use in the treatment of water or wastewater.

(9) Water and Sewage Operations

- a. To **Bodily Injury** or **Property Damage** arising out of water intended for human consumption which is provided by the **Insured**; or
- b. To **Bodily Injury** or to **Property Damage** to a building or its contents if such **Bodily Injury** or **Property Damage** is caused by the escape or back-up of sewage or waste water from any sewage treatment facility or fixed conduit or piping that you own, operate, lease, control or for which you have the right of way, but only if **Property Damage** occurs away from land you own or lease.

37. Property Damage

Claims for **Property Damage** to:

- (a) Personal property rented or leased by a **Insured**, or equipment on loan to the **Insured**;
- (b) Real property or to structures or portions thereof rented to or occupied by the **Insured**, including fixtures permanently attached thereto. This exclusion shall not apply to **Property Damage** by fire to real property rented to the **Insured**;
- (c) Property while on premises owned by or rented to the **Insured** for the purpose of having operations performed on such property by or on behalf of the **Insured**;
- (d) Property in the custody of the **Insured** which is to be installed, erected, or used in construction by the **Insured**;

- (e) Work performed by or on behalf of the **Insured** arising out of such work or any portion thereof, or out of such materials, parts, or equipment furnished in connection therewith;
- (f) That particular part of any property, not on premises owned by or rented to the **Insured**, upon which operations are being performed by or on behalf of the **Insured** ;
- (g) Property being used by the **Insured**, or in the care, custody, or control of the **Insured**, or as to which the **Insured** is for any purpose exercising physical control, except for **Property Damage** by fire to real property rented to the **Insured** to the extent addressed under Paragraph 35.b. above; or
- (h) Real property which the **Insured** has sold, given away, or abandoned, if the **Property Damage** arises out of any part of that real property; or
- (i) **Property** being used by the **Insured**, or in the Care, Custody or Control of the **Insured** or as to which the **Insured** is for any purpose exercising physical control except for **Property Damage** by fire to real property rented to the **Insured**.
- (j) For the purpose of **Section III - Law Enforcement** only, Exclusion 35.i. shall not apply with respect to property that has been seized or impounded in the course of the **Insured's Law Enforcement Activities** while such property is in the care, custody, or control of an **Insured**.

38. Publication

Claims arising out of:

- (a) Publication or utterance, if the first injurious publication or utterance of the same or similar material by or on behalf of the **Insured**, was made prior to the effective date of this coverage; or
- (b) Publication or utterance of material concerning any person or organization or goods, products, or services, or in violation of an individual's right of privacy, made by or at the direction of the **Insured Party** with actual malice;
- (c) Failure of performance of a contract, but this exclusion does not apply to the unauthorized appropriation of ideas based upon alleged breach of implied contract;
- (d) Infringement of trademark, service mark, or trade name, other than titles or slogans, by use thereof on or in connection with goods, products, or services sold, offered for sale, or **Advertising**; or
- (e) Incorrect description or mistake in advertised price of goods, products, or services sold, offered for sale, or advertised;
- (f) An offense committed by any **Insured** in the business of **Advertising**, broadcasting, publishing, or telecasting.

39. Punitive and Exemplary Damages

Claims in whole or in part seeking punitive or exemplary damages, including attorney's fees, defense costs, claims cost, suit or any other legal or administrative action or expense. We shall have no duty to defend any claim, or part thereof, seeking punitive or exemplary damages.

40. Sexual Abuse

Claims for any injury sustained by any person arising out of or resulting from **Sexual Abuse** by any **Insured**.

41. Spam

Claims arising out of the distribution of material in violation of statutes including **Bodily Injury** or **Property Damage** arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (a) The Telephone Consumer Protection Act, 47 U.S.C. § 227, *et seq.* (TCPA), including any amendment of or addition to such law; or
- (b) The CAN-SPAM Act of 2003, 15 U.S.C. § 7701, *et seq.*, including any amendment of or addition to such law; or
- (c) Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

42. Unjust Enrichment

Claims arising from the principle of unjust enrichment to benefits, funds, property or services that a party is not entitled to.

43. Volunteer

Claims for **Bodily Injury** or **Property Damage** to any volunteer while in the course and scope of his or her duties as such. Volunteer shall include any court ordered worker, community service and unpaid intern.

44. Wage Payments and Employment Practices Related Damages

Claims for payment of wages, front pay, back salary, **Employee Benefits** or other employment related compensation withheld or owed to any person or class of persons arising out of:

- (a) **Employment Practices**, policies, acts or omissions, including, but not limited to, coercion, demotion, evaluation, reassignment; malicious prosecution, discipline, libel, slander, invasion of privacy; defamation, harassment, humiliation, or discrimination; and any verbal, physical mental or emotional abuse resulting from or arising out of such **Employment Practices**, policies, acts or omissions;
- (b) Failure or refusal to employ, train, or promote any person;
- (c) Dismissal, discharge or termination of any person's employment or membership, whether actual or constructive;
- (d) Retaliatory action against volunteers or volunteer workers; or employees for the exercise, or failure to exercise, any legally protected right, or for engaging in any legally protected activity, including, but not limited to:
 - (1) Performing or declining to perform an unethical or illegal act;
 - (2) Filing a complaint or bringing **Suit** against you or anyone else;
 - (3) Testifying against any **Insured** at a legal proceeding;
 - (4) Notifying a proper authority of any aspect of your operation that is illegal; or
- (e) Violation of any Federal, state or local law (common law or statutory) concerning employment or any **Employment Practices**, policy or procedure described in (a) above.
- (f) Any discrimination against or harassment of person or any class of person related to the past employment, employment or prospective employment by any **Insured**;
- (g) Any fines, penalties, specific performance, or injunctions levied or imposed by a governmental

entity, governmental code, law or statute because of discrimination or harassment.

45. War

Claims due to or resulting from war, whether or not declared hostile or warlike action in time of peace or war, civil war, insurrection, revolution, rebellion, acts of military force, or to any act or condition incident to any of the foregoing. This exclusion also extends to an act by government authority in hindering, combating or defending against an action otherwise identified in this exclusion or an actual impending or expected attack by:

- (a) Any government or sovereign power (de facto or de jure) or by any military, navel, or air forces;
- (b) Military, naval or air forces; or
- (c) An agent of such government, power, authority or forces.
 - (1) Insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating or defending against such an occurrence.
 - (2) Any discharge, explosion or use of any weapon of war employing nuclear fission or fusion will be conclusively presumed to be such a hostile or warlike action by such a government, power, authority or forces.

46. Watercraft

Claims for **Bodily Injury** or **Property Damage** arising out of the ownership, maintenance, operation, use, loading, or unloading of any **Watercraft** in excess of 36 feet in length owned or operated by or rented or loaned to any **Insured**;

This exclusion does not apply to;

- (a) **Watercraft** while ashore on premises owned by, rented to, or controlled by the **Insured**;
- (b) A **Watercraft** you do not own that is;
 - (1) Less than 50 feet long
 - (2) Not being used to carry persons or property for a charge
- (c) Liability assumed under any **Insured Contract** for the ownership, maintenance or use of **Watercraft**.

47. Workers Compensation and Disability

Claims arising out of any obligation for which the **Insured** or any carrier as its insurer may be held liable under the workers' compensation, unemployment compensation, or disability benefits laws, or under any similar laws; nor any **Claims** by volunteers, elected officials, or appointed officials if the **Insured** provided coverage to the volunteer, elected official, or appointed official under the above laws.

SECTION VIII - DEFINITIONS

1. **ADMINISTRATION** means the counseling of employees, including their dependents and beneficiaries, with respect to the **Employee Benefits** program, the handling of records in connection with the **Employee Benefits** program or effecting or terminating any employee's participation in a plan included in the **Employee Benefits** program.
2. **ADVERTISING** means publishing or broadcasting notices to the general public or specific segments of the public. Such publication may be oral, written, placed on the internet or by electronic communications.
3. **ADVERTISING INJURY** means injury arising out of an **Offense** committed during the **Policy Period** occurring in the course of the **Insured's Advertising** activities, if such injury arises out of libel, slander, defamation, violation of right of privacy, piracy, unfair competition or infringement of copyright, title, or slogan.

All **Damages** involving the same injurious material or act, regardless of the frequency of repetition thereof, the number or kind of media used and the number of claimants, shall be deemed to arise out of one **Occurrence**.
4. **AIRCRAFT** means a landplane, seaplane, amphibian helicopter, ultra-light, drone, unmanned aerial vehicle, unmanned aircraft, or balloon and shall include the engines, propellers, rotor blades, tools, and repair equipment therein which are standard for the make and type of the **Aircraft**, and operating and navigation instruments and radio equipment usually attached to the **Aircraft**, including parts temporarily detached and not replaced by other similar parts.
5. **AUTOMOBILE** means a land motor vehicle, **Trailer**, or semi-trailer designed for travel on public roads (including any machinery, equipment, tools, or apparatus attached thereto that is not intended to be removed for use off or away from the vehicle). **Automobile** does not include **Mobile Equipment**.
6. **BODILY INJURY** means bodily injury, sickness, mental anguish, shock, emotional distress or disease sustained by any person, including death at any time resulting there from. All **Bodily Injury** arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one **Occurrence**.
7. **BREACH OF FIDUCIARY DUTY** means any breach of the responsibilities, obligations, or duties by common or statutory law of the United States, or any State or other jurisdiction therein which are imposed upon an **Insured** while acting as a fiduciary of an **Employee Benefits** program.
8. **CEMETERY PROFESSIONAL LIABILITY** means negligent errors or omissions for which the **Insured** is legally liable to pay **Damages** resulting from:
 - (a) Embalming, handling, disposing, burial, disinterment or removal of any **Deceased Human Body**;
 - (b) Conduct of any memorial service by the **Insured** whether or not a **Deceased Human Body** is present;
 - (c) Destruction of or interference with the right of burial of a **Deceased Human Body**; or

(d) Damage to or destruction of urns, caskets, linings or fittings, casket cases, crypts, vaults, or mausoleums used for the burial of a **Deceased Human Body** which is in the **Insured's** care or custody but is not owned by the **Insured**.

9. **CLAIM** means:

(a) A written notice, written demand or **Suit** expressing an intention to hold an **Insured** responsible for **Loss** or **Damages** arising out of an **Occurrence**, **Offense** or **Wrongful Act**.

(b) A notice of a charge or violation from any government agency.

(c) An arbitration notice.

(d) A civil proceeding commenced by the service of a summons, complaint or similar pleading received by an insured alleging a **Wrongful Act**.

(e) All **Claims** arising out of continuous or repeated exposure to substantially the same general conditions, a series of legally or factually related **Occurrences**, **Offenses** or **Wrongful Acts** or continuous or repeated publication or dissemination of substantially the same information regardless of the number of **Insureds**, persons or organizations that allege injury, **Loss** or **Damages** shall be considered one **Claim**.

Claim shall not include any criminal action.

10. **COLLISION** means the unexpected and unintended impact of an **Insured Automobile** with another object or person outside the **Insured Automobile**, including an object attached to the **Insured Automobile**, or the upset or overturning of the **Insured Automobile**.

11. **COMMANDEERED AUTOMOBILE** means an **Automobile** that the **Insured** seizes, confiscates, or takes arbitrarily by force into the **Insured's** temporary care, custody, or control while using it as part of an emergency situation. **Commandeered Automobile** does not include an **Automobile** owned or available to an employee or volunteer of the **Insured** from whom the **Insured** has tacit approval to use the **Automobile**.

12. **COMPLETED OPERATIONS HAZARD** includes **Bodily Injury** and **Property Damage** arising out of operations or reliance upon a representation or warranty made at any time with respect thereto, but only if the **Bodily Injury** or **Property Damage** occurs after such operations have been completed or abandoned and occurs away from premises owned by or rented to the **Insured**. Operations include materials, parts, or equipment furnished in connection therewith.

Operations shall be deemed completed at the earliest of the following times:

(a) When all operations to be performed by or on behalf of the **Insured** under a contract have been completed;

(b) When all operations to be performed by or on behalf of the **Insured** at the site of the operations have been completed; or

(c) When the portion of the work out of which the injury or **Damage** arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for an **Insured** as a part of the same project.

Operations which may require further service or maintenance work or correction, repair, or replacement because of any defect or deficiency, but which are otherwise complete, shall be deemed completed.

The **Completed Operations Hazard** does not include **Bodily Injury** or **Property Damage** arising

out of:

- (a) Operations in connection with the transportation of property, unless the **Bodily Injury** or **Property Damage** arises out of a condition in or on an **Automobile, Watercraft, or Mobile Equipment** created by the loading or unloading thereof; or
- (b) The existence of tools, uninstalled equipment, or abandoned or unused materials.

- 13. **COVERAGE PART OR COVERAGE PARTS** means the individual sections or parts of the **Policy** labeled **Coverage Part I** through **Coverage Part V**.
- 14. **COVERED AUTOMOBILE** means any owned **Automobile**, hired or borrowed, or newly acquired **Automobile** that is owned or operated by the **Insured** during the **Policy Period**.
- 15. **DAMAGES** means monetary judgment, award, settlement, award of legal expense or attorney fees, but does not include fines, civil penalties, punitive or exemplary damages, **Damages** for which insurance is prohibited by law, pre-judgment interest or post-judgment interest.
- 16. **DECEASED HUMAN BODY** includes the ashes after cremation.
- 17. **DECLARATIONS** means the document which sets forth information that identifies, by **Insured**, the types of coverage to be provided by the **Trust** the **Coverage Parts** elected by the **Insured**, the amounts of any deductible, the **Policy Period**, the limits of liability of the **Trust** including any aggregate limit, the **Trust** contribution and any endorsements to the **Policy** that may be appended to the **Declaration** or referred to in the **Declaration**, and such other information matters as determined by the **Trust**.
- 18. **ELECTRONIC DATA** means information, facts or programs stored as or on, created or used on, or transmitted to or from a computer or **Mobile Device** including systems and applications, software, applications, hard or floppy disks, cloud-based storage, flash-based memory, CD ROMs, ZIP disks, SD cards, micro SD cards, tapes, drives, cells, data processing devices or any other media or data which is saved to or accessible from the internet, worldwide web, or digital repositories of any kind and which are used with computers, **Mobile Devices** or other electronically controlled equipment.
- 19. **EMPLOYEE BENEFITS** means group life insurance, group accident or health insurance, profit sharing plans, pension plans and stock subscription plans, unemployment insurance, social security benefits, workers' compensation and disability benefits, or any other similar plan.
- 20. **EMPLOYMENT PRACTICES** includes, but is not limited to, hiring or failure to hire, actual or alleged wrongful termination, constructive termination, breach of an implied employment contract, employment related misrepresentation, employment related libel, slander, humiliation, defamation or invasion of privacy, mental anguish and emotional distress not arising out of **Bodily Injury**, wrongful failure to employ or promote, wrongful deprivation of career opportunity, negligent supervision, wrongful demotion, negligent employee evaluation, wrongful discipline, failure to grant tenure, discrimination, **Sexual Harassment**, or retaliatory treatment against an employee.
- 21. **FUNGI** means any type or form of fungus, including mold or mildew and any micro toxins, spores, scents or byproducts produced or released by **Fungi**.
- 22. **HAZARDOUS PROPERTIES** include radioactive, toxic, or explosive properties;

- 23. HIRED AUTOMOBILE** means an **Automobile** not owned by the **Insured** which is used by contract by or on behalf of, or lent to, the **Insured**, but does not include **Automobiles** owned by or registered in the name of:
- (a) An officer, director, elected or appointed official, or any **Insured** of a board or commission of the **Insured**; or
 - (b) An employee or agent of the **Insured** who is granted an operating allowance of any sort for the use of such **Automobile**.
- 24. HOSTILE FIRE** means a fire which becomes uncontrollable or breaks out from where it was intended.
- 25. ICRMT PROGRAM ADMINISTRATOR** shall be the Trust Administrator as defined per the ICRMT Membership Agreement.
- 26. INCIDENTAL MEDICAL SERVICES** means the rendering of or failure to render first aid or medical services by any other person other than a doctor, physician, surgeon, chiropractor, pharmacist, psychiatrist or dentist, on behalf of the **Insured**. **Incidental Medical Services** also includes administrative duties or responsibilities of an **Insured** related to the rendering of first aid or medical services.
- 27. INSURED** means those identified in **Section I – Who Is An Insured**
- 28. INSURED AUTOMOBILE** means an **Automobile** which is owned or leased by the **Insured** or an **Automobile** while temporarily used as a substitute for an owned **Insured Automobile** that has been withdrawn from normal use because of its breakdown, repair, servicing, loss, or destruction.
- 29. 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 the **Insured** or temporarily occupied by the **Insured** with permission of the owner is not an **Insured Contract**.
 - (b) An elevator maintenance contract.
 - (c) A sidetrack contract.
 - (d) An easement or license contract, except in connection with construction or demolition operations on or within 50 feet of a railroad.
 - (e) A Lease contract under which the **Insured** leases equipment from another party.
 - (f) Mutual aid contracts between intergovernmental entities.
 - (g) That part of any other contract pertaining to the **Insured's** business under which the **Insured** assumes the vicarious tort liability of another party to pay for **Bodily Injury** or **Property Damage** to a third person or organization arising solely out of the negligent acts of the **Insured**.
 - (h) An **Insured Contract** does not include any part of a contract which requires an **Insured** to indemnify or defend another party for that party's negligent or intentional acts.
- 30. INSURED'S PRODUCTS** means goods or products manufactured, sold, handled, or distributed by the **Insured** or by others trading in its name, including any container thereof (other than an **Automobile, Watercraft, or Mobile Equipment**), but **Insured's Products** shall not include a

vending machine or any property other than such container rented to or located for use of others but not sold.

- 31. JOINT VENTURE** under this **Policy** shall mean a relationship by which the **Insured** and one or more other persons, organizations, or legal entities combine their labor, property, or resources for mutual benefit in a single undertaking for either a definite period or on a continuing basis.
- 32. LAW ENFORCEMENT ACTIVITIES** means the actions and functions that are required or within the defined scope of duties for an **Insured's** Law Enforcement Agency and court officers which include, but are not limited to, actions towards the prevention, control and prosecution of crime including violation of civil rights and discrimination. The term **Law Enforcement Activities** does not include employment or personnel related practices, actions, or decisions that result in **Claims** against the **Insured** by employees, former employees, or prospective employees of the Law Enforcement Agency.
- 33. LOSS** means direct and accidental monetary **Loss** or **Damage** and will include judgments or settlements but **Loss** does not include fines imposed by law, punitive or exemplary damages or matters which may be deemed uninsurable under the law pursuant to which the **Policy** will apply.
- 34. MEMBERSHIP AGREEMENT** means the Illinois Counties Risk Management Trust (ICRMT) Membership Agreement.
- 35. MOBILE DEVICE** means a pocket-sized or tablet-sized computing device such as a personal digital assistant (PDA), smart phone, cellular phone, tablet computer, or GPS device.
- 36. 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 owned by or rented to the **Insured** and not licensed for highway use;
 - (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 or 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 **Automobiles**:

- (1) Equipment designed primarily for:
 - a. Snow removal;
 - b. Road maintenance, but not construction or resurfacing;
 - c. Street cleaning; and
 - d. Firefighting.
 - (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.
37. **NAMED INSURED** means the political subdivision within the State of Illinois which is a present participant in the **Trust** and listed as the **Named Insured** within the **Declarations**.
38. **NON-OWNED AUTOMOBILE** means an **Automobile** which is neither an owned **Automobile** nor a **Hired Automobile** of the **Insured**.
39. **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 **Nuclear 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; or
 - (d) Any structure, basin, excavation, premises, or place prepared or used for the storage or disposal of **Nuclear 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.
40. **NUCLEAR MATERIAL** means **Source Material**, **Special Nuclear Material**, and **Byproduct Material**.
41. **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.
42. **NUCLEAR WASTE** means any material:
- (a) Containing **Byproduct Material** other than the tailings or **Nuclear Wastes** produced by the extraction or concentration of uranium or thorium from any ore processed for its **Source Material** content; and
 - (b) Resulting from the operation by any person or organization of any **Nuclear Facility**.
43. **OCCUPYING** means in, upon, or getting in, on, out, or off.

44. **OCCURRENCE** shall mean an accident, including continuous and repeated exposure to the same general harmful conditions, which results in **Bodily Injury** or **Property Damage** neither expected nor intended from the standpoint of the **Insured**. All **Loss** arising out of continuous or repeated exposure to substantially the same conditions shall be considered as arising out of one **Occurrence**. **Occurrence** shall also include an **Offense** committed by the **Insured** which results in **Personal Injury** or **Advertising Injury** and any intentional act by the **Insured** which results in **Bodily Injury** or **Property Damage** if such **Injury** arises solely from the use of force for the purpose of protecting persons or property.

45. **OFFENSE** means with respect to:

(a) **Advertising Injury** an **Offense** described in the definition of **Advertising Injury**;

(b) **Personal Injury**, an **Offense** described in the definition of **Personal Injury**;

All **Advertising Injury** or **Personal Injury** arising out of the same exposure or repeated use of the same or similar material, regardless of the mode in which such material is communicated, shall be considered as arising solely out of one **Offense**.

46. **PERMANENTLY ATTACHED EQUIPMENT** means equipment that is welded, bolted or permanently screwed to the dashboard, firewall or body of the **Automobile**. Equipment inserted on permanently installed slide brackets with or without the use of setscrews or tension, or portable firefighting and/or rescue-related equipment shall not be construed as **Permanently Attached Equipment**.

47. **PERSONAL INJURY** means injury arising out of one or more of the following **Offenses**:

(a) False arrest, detention, imprisonment, or acts giving rise to malicious prosecution;

(b) Wrongful entry, eviction, or other invasion of the right of private occupancy committed by or on behalf of the property's owner, landlord, or lessor;

(c) Humiliation, but only if it arises out of one or more of the other **Offenses** listed under this definition of **Personal Injury**;

(d) The publication or utterance of a libel, slander, or other defamatory or disparaging material, or publication or utterance in violation of an individual's right of privacy;

(e) False, erroneous, or improper service of civil papers; or

In addition, as respects to **Law Enforcement Activities**, **Personal Injury** also includes any injury (other than **Bodily Injury**, **Property Damage** or **Advertising Injury**) arising out of discrimination or violation of civil rights.

All **Personal Injury** arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one **Occurrence**.

But **Personal Injury** shall not include any injury arising out of the **Employment Practices** of the **Insured**.

48. **POLICY** means the document of **Coverage Part I – Liability** coverages offered to the **Insureds** by the **Trust** and includes the following Sections:

Section I - Who Is An Insured

Section II - General Liability Coverage

Section III – Law Enforcement Liability Coverage

Section IV - A) Automobile Liability Coverage Including Medical Payments

B) Uninsured and Underinsured Motorists

C) Automobile Physical Damage

Section V - Public Officials Liability Coverage

Section VI – General Conditions

Section VII – General Policy Exclusions

Section VIII - Definitions

Section IX – Excess Liability

49. POLICY PERIOD means the continuous period beginning with the effective date of coverage shown on the **Declarations** page, at 12:01 AM for the particular **Coverage Part** and ending at 12:01 AM on the earlier of the expiration date of coverage shown on the **Declarations** page or upon the date of cancellation in accordance with the terms of this **Policy**, excluding any periods of time therein that the **Insured** did not participate as an **Insured** of the **Trust** for that **Coverage Part**.

50. POLICY TERRITORY, except as provided, means anywhere in the world, provided that the original **Suit for Damages** is brought within the United States of America.

Policy Territory for purposes of **Section VI - Automobile Liability Coverage** shall mean the United States of America, its territories or possessions, or Canada.

51. POLLUTANTS mean any solid, liquid, gaseous, or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, and waste, but does not include chlorine used for the treatment of water at swimming pools, water treatment plants, or sewage treatment plants. Waste includes materials to be recycled, reconditioned, or reclaimed; and also any other air emission, odor, waste water, oil or oil products, infectious or medical waste, asbestos, or asbestos products, noise, **Fungi** or bacteria, lead or lead compounds or lead contained in any materials, and electric or magnetic or electromagnetic field radiation.

52. PRODUCTS HAZARD includes **Bodily Injury** and **Property Damage** arising out of the **Insured's** **Products** or reliance upon a representation or warranty made at any time with respect thereto, but only if the **Bodily Injury** or **Property Damage** occurs away from premises owned by or rented to the **Insured** and after physical possession of such products has been relinquished to others.

53. PROPERTY DAMAGE means:

(a) Physical damage to or destruction of tangible property which occurs during the **Policy Period**, including the loss of use thereof at any time resulting therefrom; or

(b) Loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by an **Occurrence** during the **Policy Period**.

(c) **Damage** arising out of the handling of or performing post-mortem examinations on human bodies.

All **Damages** arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one **Occurrence**.

Electronic Data is not tangible property as that term is used in this provision.

54. **SEXUAL ABUSE** means any actual, attempted or alleged, nonconsensual or unwelcomed sexual conduct toward a person by another person, or persons acting in concert, which causes physical and/or mental injuries. **Sexual Abuse** also includes sexual molestation, sexual assault, sexual exploitation, or sexual injury.

55. **SEXUAL HARASSMENT** means any actual, attempted or alleged unwelcome sexual advances, requests for sexual favors or other conduct of a sexual nature towards a person by another person, or persons acting in concert, which causes physical and/or mental injuries, only if: (a) or (b).

(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 for or on behalf of the **Named Insured**, or a basis for employment decisions by an **Insured** 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 for or on behalf of the **Named Insured** or creating an intimidating, hostile or offensive work environment.

Sexual Harassment does not include sexual molestation, sexual assault, sexual exploitation or sexual injury.

56. **SOURCE MATERIAL, SPECIAL NUCLEAR MATERIAL, and BYPRODUCT MATERIAL** have the meanings given them in the Atomic Energy Act of 1954, or in any law amendatory thereof;

57. **SPENT FUEL** means any fuel element or fuel component, solid, or liquid, which has been used or exposed to radiation in a **Nuclear Reactor**.

58. **SUIT** means a proceeding before a judicial court of law and does not include a proceeding before an administrative agency. However, **Suit** shall include responding to **Claims** filed with the Equal Employment Opportunity Commission, the Illinois Department of Human Rights, or any federal, state or local commission created to enforce anti-discrimination in employment laws.

59. **TRUST** means the Illinois Counties Risk Management Trust.

60. **ULTIMATE NET LOSS** means the total sum excess of any applicable self-insured retention(s) or deductible(s) and other insurances, whether recoverable or not, for which the **Insured** is obligated to pay because of **Loss** or **Damages** covered under any section of this **Policy**, either through adjudication or compromise, after making proper deductions. All recoveries and salvage will be deducted from **Ultimate Net Loss**. **Ultimate Net Loss** includes:

(a) Hospital, medical and funeral charges and all sums paid as salaries, wages, compensation, fees, expenses for doctors and nurses;

(b) Legal expenses, premiums to release attachments or appeal bonds, expenses for lawyers and investigators and other persons for defense, settlement or investigation of **Claims** and **Suits** which are paid or which we incur; provided, however, nothing contained in this definition of **Ultimate Net Loss** shall create a duty to defend under this **Policy** if no coverage exists.

Ultimate Net Loss does not include:

(1) Judgments or acts deemed uninsurable by law;

(2) Fines, penalties, punitive **Damages**, exemplary damages, penalties or any **Damages** resulting from the multiplication of compensatory **Damages**;

(3) The return of fees, commissions, or brokerage charges;

- (4) Costs, fees and other expenses paid by you to a claim handling organization or any other organization handling your **Claims** and any expenses incurred by you or the organization or any other organization handling your **Claims** in the administration, investigation, adjustment or settlement of any covered **Claim** or litigation;
- (5) Payments, including salaries and expenses, to any employee or official of an **Insured** for services rendered in administering any **Claim** or in the investigation, adjustment and litigation of any **Claim**; or
- (6) Court costs, interest, fines or penalties assessed against you or claims administrator.

61. UNDERINSURED AUTOMOBILE means an **Automobile** with respect to the ownership, operation, maintenance, or use of which there is **Bodily Injury** liability insurance or a bond applicable at the time of the accident and the amount of the insurance or bond is less than or has been reduced by payments to persons, other than an **Insured**, injured in the accident to less than the **Damages** for **Bodily Injury** sustained by the **Insured**. **Underinsured Automobile** shall not include an **Uninsured Automobile**.

62. UNINSURED AUTOMOBILE means an **Automobile** with respect to the ownership, operation, maintenance, or use of which:

- (a) There is no **Bodily Injury** liability insurance or bond applicable at the time of the accident;
- (b) The owner or operator is unknown and **Bodily Injury**, sickness, disease, or death of an **Insured** results from actual physical contact between such **Automobile** and the **Insured** or an **Automobile** occupied by the **Insured**; or
- (c) The owner or operator is unknown and **Bodily Injury**, sickness, disease, or death of an **Insured** is caused by such **Automobile** without actual physical contact between such **Automobile** and the **Insured** or an **Automobile** occupied by the **Insured** if (a) the accident has been reported, as required by law, to the proper law enforcement authorities and (b) the facts of the accident can be corroborated by competent evidence provided by an independent and disinterested person and not by the **Insured** or any person **Occupying the Insured Automobile**.

63. WATERCRAFT means a vehicle designed to transport persons or property in or on water.

64. WRONGFUL ACT means any actual or alleged error, misstatement, misleading statement, act or omission, neglect or breach of duty including misfeasance, malfeasance, or nonfeasance which occurs during the **Policy Period**, including:

- (a) **Wrongful Acts** relating to the **Administration or Breach of Fiduciary Duty of an Employee Benefits** program by the **Insured** and;
- (b) **Employment Practices** of the **Insured** by an **Insured**.

For the purpose of determining the **Trust's** limit of liability, all **Claims** or **Damages** arising out of a single **Wrongful Act**, interrelated **Wrongful Acts**, or a series of legally or factually related **Wrongful Acts** by one or more **Insureds** against one or more claimants shall be considered as arising from a single **Wrongful Act**. If such **Wrongful Act** takes place over more than one policy period in which coverage is provided to the **Insured**, the **Wrongful Act** shall be deemed to have taken place during the first policy period during which any of the related **Wrongful Acts** occurred and coverage was provided by the **Trust** and only the limit of liability during said first policy period shall apply.

Continuous or repeated exposure to substantially the same generally harmful conditions shall be considered a single Wrongful Act.