



FIRE AGENCIES INSURANCE RISK AUTHORITY (FAIRA)

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Novato, CA 94945
Tel. (415) 898-6800

Coverage Outline

2014 - 2015



Gallagher | PUBLIC SECTOR

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COVERAGE OUTLINE 2014 - 2015



PROPERTY COVERAGE

Real and Personal Property

Real Property includes: buildings or structures, including: 1) completed additions; 2) additions under construction; 3) alterations and repairs to the building or structures; 4) permanently installed fixtures, machinery, and equipment; 5) outdoor fixtures; 6) "personal property" used for the maintenance and service of buildings and structures, including tools, lawn care equipment, and free standing appliances for refrigerating, ventilating, cooking, dishwashing and laundering; 7) materials, equipment, supplies and temporary structures on "premises" or in the open within 1,000 feet of "premises" used for making additions, alterations or repairs to buildings or structures at the premises; 8) paved surfaces such as sidewalks, patios or parking lots; and 9) air cascade units that are not designed to be used off "premises".

Personal Property includes: all property used for business purposes, including but not limited to business furnishings and equipment, building contents, "hardware", communication systems, base stations and dispatching systems, provided the property is on the Insured's "premises" or in the open within 1,000 feet of the Insured's "premises", and also provided: 1) the Insured owns the property; or 2) the property is in the Insured's custody or control, and the Insured is responsible for it. 3) Money and Securities

Conditions

Coverage is provided for direct physical loss or damage to Real and Personal Property at an insured "premises" caused by or resulting from any covered cause of loss, except with respects to Loss of Income or Extra Expense. The carrier will pay for the actual Loss of Income the Insured sustains, as well as the necessary Extra Expense incurred, during the "period of restoration", if the Insured's operations are interrupted as a result of direct physical loss or damage to Real or Personal Property from any covered cause of loss.

Limits:	Real Property (Building):	<i>Per Schedule on file with the Carrier</i>
	Personal Property (Contents):	Per Schedule on file with the Carrier
	Loss of Income:	Up to 12 months, actual loss sustained
	Extra Expense:	Up to 12 months, actual expense incurred
	Money & Securities	\$1,000,000
Deductible:	Property Loss:	\$5,000
	Flood Loss – Per Premises:	\$1,000
	Boiler and Machinery Accident:	\$5,000
	Money and Securities	\$5,000

(Where a covered loss involves multiple lines of coverage, such as Property, Portable Equipment or Auto, the largest deductible will be applied.)



Coinsurance: None for Buildings or Contents

PROPERTY COVERAGE

Valuation: Real Property (Building): Guaranteed Replacement Cost
Personal Property (Contents): Replacement Cost, not to exceed value scheduled on file with Carrier.

Coverage Includes (<i>but is not limited to</i>)	Sub-limits
• Accounts Receivable:	Included
• Animals – Fire dogs owned by the district used in the scope of work, subject to property perils. :	Included
• Boiler and Machinery (B&M) <i>(More suitably described as “equipment breakdown coverage” provides coverage for loss and/or damage to equipment that generates, uses, or transmits power.):</i>	Included
• Building Ordinance or Law <i>(These costs covered up to 100% of the amount paid for the initial direct physical loss or damage.):</i>	Included
• Commandeered Property (<i>other than Auto</i>):	Included
• Computer Software:	\$250,000
• Debris Removal <i>(180 day reporting requirement from date of direct physical loss or damage applies):</i>	Included
• Electronic Data Processing Equipment (EDP):	Included
• Expediting Expenses (B&M):	Included
• Exterior Signs:	Included
• Extra Expense (<i>up to 12 months</i>):	Included
• Fire Extinguishing Equipment Recharge / Refill Costs <i>(caused by Covered Peril or accidental discharge - No deductible applies to this extension):</i>	Included
• Fungus / Wet or Dry Rot / Bacteria	\$25,000
• Loss of Income (<i>up to 12 months</i>):	Included
• Newly Acquired or Constructed Building <i>(90 day reporting requirement applies):</i>	\$2,500,000
• Loss of Income (<i>up to 12 months</i>):	Included
• Loss of Income (<i>up to 12 months</i>):	Included



PROPERTY COVERAGE

Coverage Includes *(but is not limited to)*

• Paved Surfaces:	Included
• Personal Effects of Employees, Directors, Officers or Volunteers <i>(on insured Premise – No deductible applies to this extension):</i>	Included
• Personal Effects of Other Persons <i>(on insured Premise – No deductible applies to this extension):</i>	\$5,000 Per Person, \$15,000 Maximum
• Personal Property at Newly Acquired / Constructed Building <i>(90 day reporting requirement applies):</i>	\$1,000,000
• Pollution Clean-up on insured Premise <i>(Specified Perils only – Fire, Lightning, Windstorm, Hail, Explosion, Civil Commotion, Aircraft, Vehicles, Smoke, Vandalism, Sprinkler Leakage, Sinkhole Collapse, Falling Objects, the weight of Ice / Snow / Sleet / Water Damage – 180 days reporting requirement applies):</i>	\$25,000
• Trees, Shrubs, Plants and Landscaping <i>(Specified Perils only – Fire, Lightning, Explosion, Riot, Civil Commotion, Aircraft, Vehicles, Vandalism, Malicious Mischief):</i>	Included
• Valuable Papers and Records:	Included
• Unintentional Errors & Omissions	\$2,500,000

Exclusions *(including but not limited to)*

- Animals, except Insured owned fire dogs.
- Asbestos
- Dishonest acts or omissions of the Insured or the Insured's employees, volunteers, or anyone authorized to act for the Insured.
- Earth Movement, except sinkhole collapse and property in transit.
- Faulty design, workmanship and materials.
- Freezing, leakage or overflow from plumbing, heating, air conditioning or other equipment in a vacant or unoccupied building.
- Government Activity
- Inherent Vice or Latent Defects
- Mysterious disappearance of property or an inventory shortage.
- Neglect
- Nuclear Activity
- Pollution or contamination, including enforcement of any law/ordinance involving clean-up of pollutants.
- Settling, shrinking, cracking, building or expansion of any pavement, building or structure.
- Vandalism and malicious mischief if insured Premise has been vacant more than 60 days prior to the loss.
- War
- Wear and tear



- Fine Arts – without appraisal subject to \$10,000 per item limit
- \$50,000
- Fine Arts – with appraisal
- \$100,000

CRIME

Employee Dishonesty

Coverage is provided for the dishonest acts committed by an Employee with intent to cause the Insured a loss or for the dishonest party to obtain financial benefit. Such as loss and/or damage to money, securities and property other than money and securities resulting from "employee dishonesty". *No exclusion applies to persons required by law to be individually bonded, a treasurer, or tax collector, by whatever name known.*

Limit:	\$1,000,000
Deductible:	\$5,000

Forgery or Alteration

Coverage is provided for forgery or alteration of checks, drafts, promissory notes, or similar written promises, orders or directions to pay a sum.

Limit:	\$1,000,000
Deductible:	\$5,000

Faithful Performance of Duty

Coverage is provided to crime losses arising out of the failure of an individual to faithfully perform duties prescribed by the district's by-laws or resolution of district's governing body. Coverage also extends to include loss resulting from inability to faithfully perform duties because of a criminal act committed by someone other than an employee.

Limit:	\$1,000,000
Deductible:	\$5,000

Computer Fraud

Coverage is provided for loss or damage to money, securities and property other than money and securities resulting from "computer fraud". Computer fraud includes the use of any computer to fraudulently cause a transfer of that property by a third party.

Limit:	\$1,000,000
Deductible:	\$5,000



PORTABLE EQUIPMENT

Portable Equipment

Portable Equipment includes: portable firefighting, ambulance, or rescue related equipment and portable communications equipment commonly used in emergency, fire and rescue operations away from the Insured's premises. Also includes equipment specific to firefighting and rescue related activities, such as training videos, manuals, mannequins, and any trailer whose primary purpose is to transport covered portable equipment.

Conditions

Coverage is provided for direct physical loss or damage to Portable Equipment owned by the Insured or furnished to the Insured for regular use caused by or resulting from any covered cause of loss.

Limit:	Cost to Replace
Deductible:	\$1,000
Valuation:	Guaranteed Replacement Cost

Coverage Includes (*but is not limited to*)

Sub-limits

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| • Newly Acquired Portable Equipment (<i>30 day reporting requirement applies</i>)
<i>This would apply only to scheduled Portable Equipment.</i> | Included |
| • Temporary Possession of Non-owned Portable Equipment: | \$50,000 |
| • Personal Effects of Employees or Volunteers (<i>on and off insured Premise while on authorized duty; no deductible applies</i>): | Included |
| • Trailers (<i>primarily used to transport covered Portable Equipment</i>): | Included |
| • Watercraft (<i>boats up to 100 horsepower</i>) and all jet skis and wave-runners: | Included |

Exclusions (*including but not limited to*)

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| • Asbestos | • Neglect – failure to take reasonable steps to protect your threatened property before and or after loss. |
| • Dishonest acts or omissions of the Insured or the Insured's employees, volunteers, or anyone authorized to act for Insured. | • Nuclear Activity |
| • Faulty design, workmanship and materials. | • Pollution or contamination, except if caused by a specified cause of loss, the Insured's training or emergency operations conducted away from covered premises. |
| • Inherent vice or latent defects | • Terrorism |
| • Mechanical breakdown | • War |
| • Mysterious disappearance of property or an inventory shortage. | |
| • Wear and tear | |



GENERAL LIABILITY COVERAGE

General Liability

Named Insured includes: FAIRA, Firefighters, Volunteers, other Employees, past and present members of the Governing Board, Officers, and Medical Directors (administrative duties) while acting within the scope of his or her duties and others under your control that provide a service benefiting the District, including auxiliaries and other volunteer organizations subject to reporting.

Conditions:

Coverage is provided for those sums that the Insured becomes legally obligated to pay as damages by reason of Liability imposed by law or assumed by contract because of Bodily Injury and Property Damage, Personal Injury and Advertising Injury, Professional Healthcare Liability, or Medical Expense.

Limit:	Each Occurrence:	\$1,000,000
	Personal and Advertising Injury (<i>each offense</i>):	\$1,000,000
	Fire Damage Legal Liability (<i>any one fire</i>):	\$1,000,000
	Medical Expense (<i>each accident</i>):	\$10,000
	General Annual Aggregate:	\$2,000,000
	Products/Completed Operations Annual Aggregate:	\$2,000,000
	<i>(Defense Costs apply outside the Limit of Liability)</i>	
Deductible:	Each Occurrence:	\$0
	Property of Persons Receiving Services:	\$100

Coverage Includes (but is not limited to)

Sub-limits:

• "Good Samaritan"	Included
• Fellow Employee or Volunteers:	Included
• Host Liquor Liability (<i>servicing of alcoholic beverages</i>):	Included
• Incurred Expenses/Loss of Earnings due of time off work at carriers request (<i>per day</i>):	\$300
• <u>Limited</u> Asbestos (<i>coverage only applies to emergency operations and training activities away from the Insured's premise – refer to policy</i>):	Included
• <u>Limited</u> Pollution Liability (<i>resulting from emergency operations away from the Insured's premise, training activities, and water runoff from cleaning of equipment - refer to policy</i>):	Included
• Non-owned Watercraft (<i>not used to carry persons/property for a charge</i>):	Included
• Owned Watercraft and all jet skis and wave-runners:	Included



GENERAL LIABILITY COVERAGE

Coverage Includes (*but is not limited to*)

Sub-limits:

<ul style="list-style-type: none"> Management Liability, including Employment-related Practices, Administration of Employee Benefits Plans, and other Wrongful Acts not excluded. Occurrence coverage applies. Supplemental Extended Reporting Period of unlimited duration provided. 	Included
<ul style="list-style-type: none"> Property of Persons Receiving Services (<i>for loss caused by theft, physical damage or disappearance</i>): 	Included
<ul style="list-style-type: none"> Professional Liability (<i>such as for Paramedics</i>): 	Included
<ul style="list-style-type: none"> Special Event Liability (<i>Insured hosted or sponsored</i>): 	Included
<ul style="list-style-type: none"> Garagekeepers Liability for vehicles while left at an Insured's garage operations. 	\$250,000 \$250 Comp/\$500 Coll. Deductible

Exclusions (*including but not limited to*):

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| <ul style="list-style-type: none"> Pollution Completed Operations, including bodily injury/property damage arising from the Insured's work after the work has been completed or abandoned, including warranties or representations made with respects to fitness, quality, durability or performance. Damage to the Insured's Product or work, arising out of it or any part of it. Expected or intended injury, unless actions taken were to protect persons or property. Personal Injury, involving written or oral publications at the Insured's direction with knowledge of its falsity, publication of materials prior to policy inception, and willful violation of a penal statute or ordinance. War; Terrorism (CG 2170 – Cap on losses from Certified Acts of Terrorism) | <ul style="list-style-type: none"> Aircraft Liability assumed under contract, except an Insured Contract if the bodily injury/property damage occurs subsequent to the contract's execution; or the Insured would have still been liable in the absence of the contract. Recall of Products, Work or Impaired Property Workers' Compensation and Similar Laws; Employer's Liability Failure to provide on-line medical direction, medical command via a telecommunication device or hands-on treatment of a patient of a Medical Director. Nuclear Energy Advertising Injury, involving breach of contract and failure of goods, products or services to conform with advertised quality or performance. |
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MANAGEMENT LIABILITY COVERAGE

Management Liability – Occurrence coverage applies.

Named Insured includes: FAIRA, Firefighters, Volunteers, other Employees, past and present members of the Governing Board, Officers, and Medical Directors (administrative duties) while acting within the scope of his or her duties.

Conditions:

Coverage is provided for those sums that the Insured becomes legally obligated to pay as monetary damages because of a Wrongful Act, arising out of Employment-related Practices, the Administration of Employee Benefit Plans, and other Wrongful Acts not specifically excluded.

Limit:	Each Wrongful Act:	\$1,000,000
	General Annual Aggregate:	\$2,000,000
	Defense Expense for Injunctive Relief:	\$25,000
	<i>(Defense Costs apply outside the Limit of Liability)</i>	
Deductible:	Each Wrongful Act:	\$5,000 <i>(Coverage A only)</i>

Coverage Includes (but is not limited to):

Sub-limits:

• Incurred Expenses/Loss of Earnings due of time off work at carriers request (<i>per day</i>):	\$300
• Wrongful Termination, Failure to Promote, Sexual Harassment:	Included
• Public Officials Errors and Omissions:	Included
• Outside Directorship (<i>coverage applies excess of any available insurance</i>):	Included
• Cyber Liability – <i>Claims-Made</i>	\$1,000,000
• Crisis Management Expense – <i>Claims-Made</i>	\$250,000

Exclusions (including but not limited to):

- Back Wages, overtime or similar damages
- ERISA, COBRA and WARN Act Liability
- Compliance with ADA Requirements
- Strike or other labor disturbance
- Pollution; Asbestos, Lead, Electromagnetic Radiation, Nuclear
- Fungi or Bacteria



AUTOMOBILE COVERAGE

Automobile Liability

Auto includes: Fire Engines, Pumpers, Ambulances, Paramedic Vans, Rescue Vans, Private Passenger and Commercial Automobiles, Service Units, Sports Utility Vehicles, Mobile Equipment, any other licensed vehicle designed for travel on public roads and self-propelled vehicles with permanently attached equipment designed primarily to provide specific services such as snow removal, road maintenance, but not construction or resurfacing, street cleaning, etc. as scheduled on file with the Carrier.

Conditions

Coverage is provided for those sums that the Insured district becomes legally obligated to pay as damages because of Bodily Injury or Property Damage caused by an Accident and resulting from the ownership, maintenance or use of a covered Auto; the type of Auto to which each coverage applies is designated by a numerical symbol next to each coverage found on the Auto Declarations.

Limit:	Bodily Injury or Property Damage:	\$1,000,000
	Uninsured Motorists / Underinsured Motorists	\$1,000,000
	Medical Payments:	\$10,000
Deductible:	Each Accident:	\$0

Coverage Includes (*but is not limited to*):

Sub-limits:

- Hired and Borrowed Vehicles
(*Coverage applies on an excess basis*): Included
- Commandeered Vehicles - Emergency situations only.
(*Coverage applies on a primary basis*): Included
- Limited Pollution (*refer to policy for actual terms*): Included
- Fellow Member Liability: Included
- Loss of Earnings – Time off work at Carrier’s request: \$300 Per Day
- Bail Bonds (*required because of a covered Accident*): \$2,000
- Incidental Garage Liability: Included
- Employee / Volunteer Personal Auto - Operating on Insured’s behalf:
(*Coverage applies on an excess basis*): Included
- Out-of-State Coverage (*Limits adjusted to those required by State*): Included
- Temporary Substitute Vehicle
(*Replacement must be for a similar existing scheduled vehicle – Coverage applies on a primary basis*): Included



AUTOMOBILE COVERAGE

Exclusions (including but not limited to):

- Completed Operations, including bodily injury/property damage arising from the Insured's work after the work has been completed or abandoned, including warranties or representations made with respects to fitness, quality, durability or performance, except in connection with the Insured's incidental Garage Operations.
- Expected or intended injury, unless actions taken were to protect persons or property.
- Liability assumed under contract, except an Insured Contract if the bodily injury/property damage occurs subsequent to the contract's execution; or the Insured would have still been liable in the absence of the contract.
- Pollution (This exclusion does not apply to pollutants of an Insured's covered Auto released as a direct result of an accident / overturn from the Insured's Premise.)
- Professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity.
- War
- Workers' Compensation; Employee Indemnification; Employer's Liability

Nuclear Energy

Automobile Physical Damage

Auto includes: Fire Engines, Pumpers, Ambulances, Paramedic Vans, Rescue Vans, Private Passenger and Commercial Automobiles, Service Units, Sports Utility Vehicles, Mobile Equipment, any other licensed vehicle designed for travel on public roads and Ancillary Units such as Snowmobiles and Rotary Mowers, as scheduled on file with the Carrier.

Conditions

Coverage is provided for direct physical loss or damage to a covered Auto or its equipment under Comprehensive, including fire, lightning, explosion, theft, windstorm, hail, earthquake, flood, mischief, vandalism, or the sinking, burning, collision or derailment of any conveyance transporting the covered Auto and Collision, resulting from collision with another object, or overturn; the type of Auto to which each coverage applies is designated by a numerical symbol next to each coverage found on the Auto Declarations.



AUTOMOBILE COVERAGE

Limit:	Emergency Response / Antique Vehicles:	Agreed Value*
	Private Passenger (Most), Service Vehicles, Trailers, and Other Non-Emergency Vehicles:	Actual Cash Value**
Deductible:	Emergency Response / Antique Vehicles:	\$3,000 Comp/Collision
	Private Passenger (Most), Service Vehicles, Trailers, and Other Non-Emergency Vehicles:	\$1,000 Comp/Collision
	Hired, Borrowed, or Commandeered Vehicles:	\$50 Comp/\$100 Collision
	Garagekeeper's Legal Liability:	\$250 Comp/\$500 Collision
	<i>Comprehensive loss caused by fire or lightning - \$0 deductible applies.</i>	

Valuation: *Agreed Value will pay the lesser of 1) cost to repair the covered Auto, 2) cost to replace the part with a part of like kind and quality, without deduction for depreciation, 3) cost to replace the entire vehicle with a comparable new vehicle, manufactured to current specifications set by the NFPA, the U.S. Department of Transportation, or similar organization, or 4) the Agreed Value scheduled on file with the carrier.

**Actual Cash Value settles claim based on current market value of the damage vehicle or part, with deduction for depreciation.

Coverage Includes (but is not limited to):

Sub-limits:

<ul style="list-style-type: none"> • Freezing of permanently attached special equipment (<i>unless caused by failure to maintain equipment</i>): • Glass/Windshield Breakage (<i>No Comprehensive deductible applies except when caused by hitting an animal or by falling objects.</i>) • Hired, Borrowed, and Commandeered Vehicles: • Auto Physical Damage – Garagekeepers Insurance – <i>Coverage is primary. Higher limits applicable at specified locations – per policy.</i> • Recertification of equipment (<i>resulting from a covered loss</i>): • Sound receiving equipment (<i>radios, other communications equipment, and computer equipment permanently installed</i>): • Tape decks or other sound reproducing equipment (<i>permanently installed</i>): • Towing (<i>not to exceed 200 miles</i>) and Labor (<i>must be performed at the disablement location</i>): 	<p>Included</p> <p>Included</p> <p>Actual Cash Value</p> <p>\$250,000</p> <p>Included</p> <p>Included</p> <p>Included</p> <p>Included</p>
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AUTOMOBILE COVERAGE

- Transportation Expense (*only applies to theft of covered Private Passenger Auto; 48 hour waiting period applies*): \$15 per day, \$450 maximum
- Volunteer or Employee Personal Automobile (*while enroute to, during, or returning from an emergency or other activity on behalf of the Insured, resulting from a covered loss; deductible reimbursed if personal Auto Physical Damage insurance is carried or ACV applies if none exists.*) Included

Exclusions (including but not limited to):

- Blowouts, punctures or other road damage to tires
- Freezing of vehicle's engine
- Tapes, records or other sound reproducing device designed for use with sound reproducing equipment.
- Wear and tear, freezing, mechanical or electrical breakdown
- War or Military Action; Terrorism
- Nuclear Energy or Hazard



UMBRELLA (EXCESS) LIABILITY COVERAGE

Umbrella (Excess) Liability

Named Insured includes: FAIRA, Firefighters, Volunteers, other Employees, past and present members of the Governing Board, Officers, and Medical Directors (administrative duties) while acting within the scope of his or her duties and others under your control that provide a service benefiting the District, including auxiliaries and other volunteer organizations subject to reporting.

Conditions:

Coverage is provided for those sums that the Insured becomes legally obligated to pay as damages excess of the amount payable under the terms of any Underlying Insurance included on the Schedule of Underlying Insurance found on the Umbrella Policy Declarations.

Limit:	Each Occurrence:	\$10,000,000
	General Annual Aggregate:	\$20,000,000
	Products/Completed Operations Annual Aggregate:	\$20,000,000

Underlying:	General Liability Policy #VFIS-TR-0022468-11
	Management Liability Policy #VFIS-TR-0022468-11
	Auto Policy #VFIS-CM-1011640-11
	Employer's Liability Policy #TBD

Schedule of Underlying Insurance can be found on the Umbrella Policy Declarations.



CLAIMS REPORTING INFORMATION

Property and Portable Equipment Coverage – Claims Reporting

Duties in the event of a Loss or Damage:

- a. The Insured must see that the following are done in the event of loss or damage to property
 - 1) Notify the police if a law has been broken.
 - 2) Give the Carrier prompt notice of the loss or damage. Include a description of the property involved.
 - 3) As soon as possible, give the Carrier a description of how, when and where the loss or damage occurred.
 - 4) Take all reasonable steps to protect the property from further damage by a “covered cause of loss.” If feasible, set the damaged property aside and in the best possible order for examination.
 - 5) At the Carrier’s request, give them complete inventories of the damaged and undamaged property. Include quantities, costs, values, and amount of loss claimed. However, if the total claim for any loss is less than \$10,000, the Insured is not required to provide an inventory of the undamaged property.
 - 6) As often as may be reasonably required, permit the Carrier to inspect the property proving the loss or damage and examine your books and records. Also permit the Carrier to take samples of damaged and undamaged property for inspection, testing and analysis, and permit them to make copies from the Insured’s books and records.
 - 7) Send the Carrier a signed, sworn proof of loss containing the information the Carrier requests to investigate the claim. The Insured must do this within 60 days after the Carrier’s request. The Carrier will supply the necessary forms.
 - 8) Cooperate with the Carrier in the investigation or settlement of the claim.
 - 9) If the Insured intends to continue its operations, the Insured must resume all or part of its “operations” as quickly as possible.
- b. The Carrier may examine any Insured under oath, while not in the presence of any other Insured and at such times as may be reasonably required, about any matter relating to this insurance or the claim, including and Insured’s books and records. In the event of an examination, an Insured’s answers must be signed.

Crime Coverage – Claims Reporting

Duties in the event of a Loss or Damage:

After the Insured discovers a loss or a situation that may result in loss of, or loss from damage to, Covered Property the Insured must:

- a. Notify the Carrier as soon as possible.
- b. Submit to examination under oath at the Carrier’s request and give them a signed statement of the Insured’s answers.
- c. Give the Carrier a detailed, sworn proof of loss within 120 days.
- d. Cooperate with the Carrier in the investigation and settlement of any claim.



The Insured must:

- a. Give the Carrier notice as soon as possible of any loss of the type insured under the coverage form (Crime) even though it falls entirely within the Deductible Amount.
- b. Upon the Carrier's request, give them a statement describing the loss.

General Liability Coverage – Claims Reporting

Duties in the event of Occurrence, Offense, Claim or Suit:

- a. The Insured must see to it that we are notified as soon as practicable of an "Occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
 - 1) How, when and where the "Occurrence" or offense took place;
 - 2) The names and addresses of any injured persons and witnesses; and
 - 3) The nature and location of any injury or damage arising out of the "Occurrence" or offense.
- b. If a claim is made or "Suit" is brought against any Insured, you must:
 - 1) Immediately record the specifics of the claim or "Suit" and the date received; and
 - 2) Notify the Carrier as soon as practicable.

The Insured must see to it that the Carrier receives written notice of the claim or "Suit" as soon as practicable.

- c. The Insured and any other involved Insured must:
 - 1) Immediately send the Carrier copies of any demands, notices, summonses or legal papers received in connection with the claim or "Suit";
 - 2) Authorize the Carrier to obtain records and other information;
 - 3) Cooperate with the Carrier in the investigation, settlement or defense of the claim or "Suit"; and
 - 4) Assist the Carrier, upon their request, in the enforcement of any right against any person or organization which may be liable to the Insured because of injury or damage to which this insurance may also apply.
- d. No Insureds will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without the Carrier's consent.

Management Liability Coverage – Claims Reporting

This insurance applies to "Wrongful Acts" only if:

- a. The "Wrongful Act" takes place in the coverage territory;
- b. The "wrongful Acts" did not occur before the Retroactive Date shown in the Policy Declarations or after the end of the policy period; and
- c. A "Claim" is first made against any Insured during the policy period or any Extended Reporting Period the Carrier provides.

A Basic Extended Reporting Period is automatically provided without additional charge. This period starts with the end of the policy period and lasts for 60 days.



A Supplemental Extended Reporting Period of unlimited duration is available, but only by endorsement and for an extra charge. The Insured must give the Carrier a written request for the endorsement within 60 days after the end of the policy period. The Supplemental Extended Reporting Period will not go into effect unless the Insured pays the additional premium.

Duties in the event of a Wrongful Act, Claim or Suit:

- a. The Insured must see to it that the Carrier is notified as soon as practicable of a “wrongful Act” which may result in a “Claim.” To the extent possible, notice should include:
 - 1) How, when and where the “Wrongful Act” took place; and
 - 2) The names and addresses of any persons seeking damages.Notice of a “Wrongful Act” is not notice of a “Claim.”
- b. If a “Claim” is received by any Insured, the Insured must immediately record the specific written notice of the “Claim” as soon as practicable.
- c. The Insured and any other involved Insured must:
 - 1) Immediately send the Carrier copies of any demands, notices, summonses or legal papers received in connection with the “Claim” or “Suit”;
 - 2) Authorize the Carrier to obtain records and other information;
 - 3) Cooperate with the Carrier in the investigation, settlement or defense of the “Claim” or “Suit”; and
 - 4) Assist the Carrier, upon their request, in the enforcement of any right against any person or organization which may be liable to the Insured because of injury or damage to which this insurance may also apply.
- d. No Insureds will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without the Carrier’s written consent.
- e. Notice shall be deemed given as soon as practicable if it is given by the department or person to whom the Insured has delegated such responsibility as soon as practicable after they become aware of a “Wrongful Act.”

Automobile Coverage – Claims Reporting

Duties in the event of a Accident, Claim, Suit or Loss:

- a. In the event of “Accident”, “Claim”, “Suit” or “Loss”, the Insured must give the Carrier or their authorized representative prompt notice of the “Accident” or “Loss”. Include:
 - 1) How, when and where the “Accident” or “Loss” occurred;
 - 2) The Insured’s name and address; and
 - 3) To the extent possible, the names and addresses of any injured persons/witnesses.
- b. Additionally, the Insured and any other involved Insured must:
 - 1) Assume no obligation, make no payment or incur no expense without our consent, except at the Insured’s own cost.
 - 2) Immediately send the Carrier copies of any request, demand, order, notice, summons or legal paper received concerning the “Claim” or “Suit”.



- 3) Cooperate with the Carrier in the investigation, settlement or defense of the "Claim" or "Suit".
 - 4) Authorize the Carrier to obtain medical records or other pertinent information.
 - 5) Submit to examination, at the Carrier's expense, by physicians of the Carrier's choice, as often as they reasonably require.
- c. If there is a "Loss" to a covered "Auto" or its equipment the Insured must also so the following:
- 1) Promptly notify the police if the covered "Auto" or any of its equipment is stolen.
 - 2) Take all reasonable steps to protect the covered "Auto" from further damage. Also keep a record of the expenses for consideration in the settlement of the "Claim".
 - 3) Permit the Carrier to inspect the covered "Auto" and records proving the "Loss" before its repair or disposition.
 - 4) Agree to examination under oath at the Carrier's request and give them a signed statement of your answers.

Umbrella Coverage – Claims Reporting

Duties in the event of Occurrence, Claim or Suit:

- 1) The Insured must see to it that the Carrier:
 - i. is notified in writing as soon as possible of any occurrence which may reasonably be believed to result in a claim involving the Policy;
 - ii. receive notice of the claim or suit as soon as possible;
 - iii. at our request, receive assistance in the enforcement of any right against any person or organization which may be liable to the Insured or any Insured because of injury or damage to which this insurance may also apply;
 - iv. receive the Insured's full cooperation as stated in this policy or any Scheduled Underlying Policy; and
 - v. receive the Insured's full cooperation in the investigation, settlement or defense of the claim or suit.
- 2) Additionally, no Insureds will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without the Insured's consent, or make any admission of liability. All Insureds must fully cooperate in the investigation, settlement or defense of the claim or suit.
- 3) Additionally, when the Carrier controls the defense of a claim or suit, we will pay for the defense expense. If my mutual agreement or court order of any Insured assumes control before the applicable Limit of Liability is exhausted, the Carrier will reimburse the Insured for reasonable defense expense. However, the Carrier will not pay rates for attorney fees which are greater than those actually paid by the Carrier in the ordinary course of business when the Insured is defending similar actions in the community where the claim against the Insured is being defended.
- 4) As soon as practicable after the Carrier becomes aware that a Limit of Liability under this Policy is exhausted:
 - i. the Carrier will notify the Insured of any outstanding claims and suits subject to that limit; and



- ii. the Insured will then arrange to assume control of the defense of all claims and suits against the Insured or any other Insured when the Carrier's right or duty to defend the Insured ends.
- 5) a. The Carrier will assist you in the transfer of control of the defense of claims and suits under subparagraph 3 or 4 above. Until such arrangements are completed, the Carrier will take on behalf of any Insured those steps that the Carrier thinks appropriate:
 - i. to avoid a default in any claim or suit; or
 - ii. to the continued defense of a claim or suit.
- b. The Insured agrees that if we take such steps:
 - i. the Carrier does not waive or give up their rights under this insurance; and
 - ii. the Insured will reimburse the Carrier for any defense expense that arises out of such steps if the applicable Limit of Liability has been exhausted.

CLAIMS REPORTING CONTACT INFORMATION

**Glatfelter Claims Management, Inc.
10100 Trinity Parkway, Suite 110
P.O. Box 7187
Stockton, CA 95267**

Toll Free: (888) 477-3007 or (209) 477-7707

Fax: (717) 747-7051

E-Mail: claims@glatfelters.com

Administrative Questions: Rosie Contreras (888) 477-3007 xt. 8054

Claims Questions: Danielle Pappas (888) 477-3007 xt. 8051



ANCILLARY COVERAGE

Special Event Liability Insurance Program

FAIRA members have access to two programs designed to provide Liability coverage for third parties who want to use a district building or property, who do not have their own insurance or adequate insurance to meet your requirements. For additional information on these programs, please contact:

Merriwether & Williams Insurance Services, Inc.
415 Montgomery Street, #200
San Francisco, CA 94104

Phone: (800) 420-0555
Fax: (415) 986-4421

Contact: Tina King or Jon Paulsen

Please make sure to mention that your District is a current FAIRA member.

Aviation Liability and Hull

Aviation Liability and Hull coverages can be obtained to provide coverage for your district's planes, helicopters and other aircrafts. Aviation Liability will protect your district from Bodily Injury, Property Damages and can include coverage for Bodily Injury to Passengers for which your district becomes legally obligated to pay. Hull provides coverage for direct physical loss or damage to the aircraft itself.

Difference in Conditions/Earthquake

Difference in Conditions provides coverage for "property type" losses for perils typically excluded from standard Property policies, such as Earthquake. The definition of Earthquake includes loss or damage caused by earth movement meaning the natural faulting of landmasses.



