

NORTH UTAH COUNTY WATER CONSERVANCY DISTRICT

Serving Lehi, Highland, Alpine, American Fork and Pleasant Grove

75 North Center
American Fork, Utah 84003
Telephone 801-756-7039
Fax 801-756-6072

Hunt Willoughby, Chairman/President
Michael Chambers, Vice-Chairman/ Vice-President
Ron Stewart, Secretary/Treasurer
John H. Jacobs, Attorney

February 6, 2017

RE: Request for Public Records Entitled "Main Request" and "Heavy Metal Testing Results from Aug 2016"

To Mark Allen:

The North Utah County Water Conservancy District thanks you for your interest in these records and submits to you the following response and accompanying documents.

As you read through this response, note that portions of your request have been responded through the attached records and other areas have been denied. The denied portions of your request will indicate the statutory reasoning, and if known, what agency you may contact who may possibly be able to fulfill your request.

The District in this case, has chosen not to charge a fee for responding to this request.

You may elect to appeal this response, or any denial contained herein within thirty (30) days of receipt to the District's Chairman, Hunt Willoughby. The appeal should contain, with specificity, the portion under appeal to allow for a timely response.

1. "Please provide a copy of the Irrigation Company Bond and/ Insurance Policy that would be applicable to the American Fork Canyon / Tibble Fork project"

No records exist for the "Irrigation Company Bond" section of the request; UCA §63G-2-201(8)(a)(i) Please contact local irrigation companies for possible information relating to this portion of your request. See attached documents pertinent to the Insurance Policy portion of this request.

2. "Provide the following please. Cities serviced by NUCWCD for secondary irrigation water in N. Utah County."

No records exist for this section of the request; UCA §63G-2-201(8)(a)(i). Please contact local municipalities and/or irrigation companies for possible information relating to this portion of your request.

3. "Total quantity of water delivered via secondary system to those cities from Aug 19th-Sept 1st 2016."

No records exist for this section of the request; UCA §63G-2-201(8)(a)(i). Please contact local municipalities and/or irrigation companies for possible information relating to this portion of your request.

4. "Heavy metal testing results from Aug 2016 to present of secondary water, AF river corridor, dissolved solids in water and total solids".

Records exist for this portion of your request but are duplicative to records previously released and thus this portion is denied; UCA §63G-2-201(8)(a)(iv).

Once again, if you wish to appeal any decision made in this response, please file within thirty days of receipt, and in writing to Chairman Hunt Willoughby at the address listed above.

Respectfully,



John H. Jacobs
Attorney and Records Officer for the North
Utah County Water Conservancy District

Enclosures:

- i. NUCWCD Insurance Policy (45 pages)

Total: 45 pages

INSURANCE POLICIES



NORTH UTAH COUNTY WATER CONSERVANCY DISTRICT

2016 – 2017

EXPERTISE.

INNOVATION.

STABILITY.

PREPARED BY
B. DARRELL CHILD
EXECUTIVE VICE PRESIDENT



OLYMPUS
INSURANCE

ARCH INSURANCE COMPANY

WATER DISTRICTS INSURANCE PROGRAM COMMON POLICY DECLARATIONS

Policy No. GWPKG0166404
Replacement No. GWPKG0166403

NAMED INSURED AND MAILING ADDRESS:
NORTH UTAH COUNTY WATER CONSERVANCY DISTRICT
KENT EVANS
840 E. 250 N.
AMERICAN FORK, UT 84003

AGENT NAME AND ADDRESS:
Grundy Insurance
400 Horsham Rd, P.O. Box 1957
Horsham PA 19044

AGENT NO.: GW001

POLICY PERIOD: From 07/05/2016 To 07/05/2017
at 12:01 a.m. Standard Time at your mailing address shown above.

TYPE OF DISTRICT: ☒ Water District ☐ Sewer District ☐ Irrigation District
☐ Other:

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 Coverage Parts for which a premium is indicated. This premium may be subject to adjustment.

PLEASE READ THIS POLICY!
IF ANY QUESTIONS, PLEASE
CONTACT OUR OFFICE
IMMEDIATELY.
(877) 759-9935

Property and Inland Marine Coverage Part
Liability Coverage Part
Crime Coverage Part
Automobile Coverage Part
Employment-Related Practices Liability Part

	PREMIUM
\$	
\$	Included
\$	
\$	Included
\$	
\$	
\$	
\$	
TOTAL PREMIUM	\$ 1,692.00
State Surcharge	
Policy Fee	\$ 200.00
Placement Fee	\$ 250.00

FORMS APPLICABLE TO ALL COVERAGE PARTS: See SD069 03 04

THESE DECLARATIONS TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PART SUPPLEMENTAL DECLARATIONS, COVERAGE PARTS, FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

COUNTERSIGNED

7/19/16
DATE

by

[Signature]
AUTHORIZED REPRESENTATIVE

ARCH INSURANCE COMPANY

SCHEDULE OF FORMS AND ENDORSEMENTS

Policy No. GWPKG0166404

Effective Date: 07/05/2016

12:01 A.M., Standard Time

Named Insured: NORTH UTAH COUNTY WATER CONSERVANCY DIST.

Agent No. GW001

COMMON POLICY FORMS AND ENDORSEMENTS

SD065 00	03-04	Common Policy Conditions
SD066 00	03-04	Water Districts Insurance Program Common Policy Declarations
SD208 45	03-04	Utah Changes - Cancellation and Nonrenewal - Crime, etc.
05ML0002 00	12-14	Signature Page
00 ML0065 00	06-07	U.S. Treasury Department's Office Of Foreign Assets Control OFAC Advisory Notice To Policyholders
00MLT003600	01-06	Terrorism Coverage Disclosure Notice Disclaimer

LIABILITY FORMS AND ENDORSEMENTS

SD037 00	03-04	Water Districts Insurance Program Liability Coverage Part
SD038 00	03-04	Water Districts Insurance Program Liability Coverage Part Supplemental Declarations
SD051 00	03-04	Exclusion - Year 2000 Computer-Related and Other Electronic Problems
SD210 45	03-04	Utah Changes - Liability
SD072 00	03-04	Dam Exclusion
SD044 00	03-04	Deductible Liability Endorsement
SD290 00	03-08	Certified Acts of Terrorism Aggregate Limit; Cap on Losses from Certified Acts of Terrorism

AUTOMOBILE FORMS AND ENDORSEMENTS

CA0001	10-01	Business Auto Cov. Form
FAIC-SKLBUS-DEC	06-01	Business Auto Cov. Form Dec.
IL 0017	11-98	Common Policy Conditions
IL 0021	07-02	Nuclear Energy Liability Excl.
CA 9933	02-99	Employees As Insured
CA 0038	12-02	War Exclusion
IL 0003	07-02	Calculation of Premium
CA 0159	02-02	Utah Changes

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WATER DISTRICTS INSURANCE PROGRAM COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the Common Policy Conditions.

A. Arbitration

All disputes between any Insured and us regarding our respective rights and obligations under this policy will be resolved by binding arbitration. Either party may initiate the arbitration process by making a written demand for arbitration. When this demand is made, each party will select an arbitrator within thirty (30) days. Should any party fail to select an arbitrator, then the other party may select the second arbitrator. These two arbitrators will select the third arbitrator. If they cannot agree upon a third arbitrator within thirty (30) days, then the selection will be made by a court of jurisdiction. Each party will pay the expenses and fees of the arbitrator selected by that party and will bear half the expenses and fees of the third arbitrator.

The arbitration hearing will take place in the county in which the address shown in the Declarations for the first Named Insured is located. Local rules of law as to the procedure and evidence applicable to binding arbitration will apply. A decision agreed to by two of the arbitrators will be binding.

The arbitrators may award only the following damages:

1. Amounts payable under the policy.
2. Economic damages recoverable by law for failure to perform any contractual obligation.
3. Attorneys' and arbitrators' fees and costs to the prevailing party.

The arbitrators' award will be the sole and exclusive remedy for any claim or dispute subject to arbitration under this policy.

B. Assistance and Cooperation of the Insured

The Insured will cooperate with us and, at our request and expense, will attend hearings and trials. The Insured will also assist in effecting settlements, in securing and giving evidence, in obtaining the attendance of witnesses, and in conducting "suits".

C. Bankruptcy or Insolvency

Bankruptcy or insolvency of the Insured or the Insured's estate will not relieve us of our obligations under this policy.

D. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is canceled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

E. When We Do Not Renew

If we decide not to renew this policy, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

F. Changes

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

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G. Duties in the Event of "Occurrence", Offense, Error, Omission, "Wrongful Act", "Act, Error or Omission", Claim or "Suit"

1. An Insured has certain duties if a claim or "suit" is brought against it, or in the event of an "occurrence", offense, error, omission, "wrongful act" or "act, error or omission" that may result in claim under this policy.
2. Regardless of perceived liability, an Insured must see to it that we are notified as soon as practicable of an "occurrence", offense, error, omission, "wrongful act" or "act, error or omission" that may result in a claim. To the extent possible, notice should include:
 - a. How, when and where the "occurrence", offense, error, omission, "wrongful act" or "act, error or omission" took place;
 - b. The names and addresses of any injured persons and witnesses; and
 - c. The nature and location of any injury or damage arising out of the "occurrence", offense, error, omission, "wrongful act" or "act, error or omission".
3. If a claim is made or "suit" is brought against any Insured, you must:
 - a. Immediately record the specifics of the claim or "suit" and the date received; and
 - b. Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

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

H. Examination of Your Books and Records

We may, but are not obligated to, examine and audit your books and records as they relate to this policy at any time during the policy period and up to three (3) years afterward.

I. Inspections and Surveys

We have the right but are not obligated to:

1. Make inspections and surveys at any time;
2. Give you reports on the conditions we find; and
3. Recommend changes.

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

1. Are safe or healthful; or
2. Comply with laws, regulations, codes or standards.

This condition applies not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

J. Legal Action Against Us

No person or organization has a right under this policy to join us as a party or otherwise bring us into a "suit" asking for damages from an Insured or to sue us on this policy unless all of its terms have been fully complied with. A person or organization may sue us to recover on an agreed settlement or on a final judgment against an Insured obtained after actual trial; but we will not be liable for damages that are not payable under the terms of this policy or that are in excess of the applicable Limit of Insurance. An agreed settlement means a settlement and release of liability signed by us, the Insured, and the claimant or the claimant's legal representative.

K. Liberalization

If we are required by statute to adopt any revision that would broaden the coverage under this policy without additional premium within forty-five (45) days prior to or during the policy period, the broadened coverage will immediately apply to this policy.

L. Multiple Year Policies

The following provisions apply for any policy written for more than one (1) annual period:

1. The premium shown in the Declarations is a deposit premium for the first anniversary and

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was computed based on rates and rules in effect at the time the policy was issued. On each anniversary of the effective date of this policy, we will compute the premium in accordance with our rates and rules then in effect.

2. The Limits of Insurance apply separately to each consecutive annual period and to any remaining period of less than twelve (12) months, starting with the beginning of the policy period shown in the Declarations.

M. Premiums

The first Named Insured shown in the Declarations:

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

N. Separation of Insureds

Any rights or duties specifically assigned in the policy to the first Named Insured applies

1. As if each Named Insured were the only Named Insured; and
2. Separately to each Insured against whom claim is made or suit is brought.

It is understood that the separation of Insureds will not increase the Limits of Insurance.

O. Statutory Provisions

Terms of this policy which conflict with state statutes are amended to conform to such statutes.

P. Transfer of Your Rights and Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in case of death of an Individual Named Insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

Q. Transfer of Rights of Recovery Against Others to Us

If the Insured has rights to recover all or part of any payment we have made under this policy, those rights are transferred to us. The Insured must do nothing after the loss to impair them. At our request, the Insured will bring suit or transfer those rights to us and help us enforce them.

ARCH INSURANCE COMPANY

ENDORSEMENT NO. _____

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE (Standard Time)					INSURED	AGENCY AND CODE
	MO.	DAY	YR.	12:01 A.M.	NOON		
GWPKG0166400	07	05	2012	X		North Utah County Water	GW001

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UTAH CHANGES - CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

WATER DISTRICTS INSURANCE PROGRAM - CRIME COVERAGE
WATER DISTRICTS INSURANCE PROGRAM - LIABILITY COVERAGE
WATER DISTRICTS INSURANCE PROGRAM - PROPERTY AND INLAND MARINE COVERAGE

A. The following is added to D. Cancellation in the COMMON POLICY CONDITIONS:

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

- a. Nonpayment of premium;
- b. Material misrepresentation;
- c. Substantial change in the risk assumed unless we should reasonably have foreseen the change or contemplated the risk when entering the contract; or
- d. Substantial breaches of contractual duties, conditions or warranties.

If we cancel for nonpayment of premium, notice of cancellation must state the reason for cancellation.

8. Notice of cancellation must be delivered or mailed by first class mail.

B. Paragraph E. When We Do Not Renew in the COMMON POLICY CONDITIONS is deleted and replaced by the following:

E. Nonrenewal

- 1. If we elect to not renew this policy, we will mail, by first class mail, written notice of nonrenewal to the first Named Insured, at the last mailing address known to us, at least 30 days before the expiration or anniversary date of this policy.
- 2. We need not mail this notice if:
 - a. You have accepted replacement coverage;
 - b. You have requested or agreed to nonrenewal; or
 - c. This policy is expressly designated as nonrenewable.
- 3. If notice is mailed, proof of mailing is sufficient proof of notice.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED

AUTHORIZED REPRESENTATIVE

DATE



Signature Page

IN WITNESS WHEREOF, Arch Insurance Company has caused this policy to be executed and attested.

A handwritten signature in cursive script, appearing to read "John Mentz".

John Mentz
President

A handwritten signature in cursive script, appearing to read "Patrick K. Nails".

Patrick K. Nails
Secretary

U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site – <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

TERRORISM COVERAGE DISCLOSURE NOTICE DISCLAIMER

If your policy contains insurance for fidelity, burglary and theft, commercial auto, or professional liability, the TERRORISM COVERAGE DISCLOSURE NOTICE does not apply to such lines of insurance.

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WATER DISTRICTS INSURANCE PROGRAM LIABILITY COVERAGE PART

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

Throughout this policy, the words "you", and "your" and "Named Insured" refer to the entity identified as the "Named Insured" in the Declarations. The words "Insured" or "Insureds" refer to any person or organization qualifying as an "Insured" under **SECTION IV - WHO IS AN INSURED**. The words "we", "us", "our" and "Company" refer to the Company stated in the Declarations as providing this insurance.

Other words and phrases that appear in quotation marks have special meanings. Refer to **SECTION VI - DEFINITIONS** and other provisions of this policy for such meanings.

All Coverage Parts included in this policy are subject to the Common Policy Conditions.

SECTION I - INSURING AGREEMENT

A. We shall pay on behalf of the Insured those sums that the Insured becomes legally obligated to pay as damages because of "bodily injury", "property damage", "personal injury", "advertising injury", "professional liability", "wrongful acts" or "acts, errors or omissions" to which this Coverage Part applies. We shall have the right and duty to defend the Insured against any "suit" seeking those damages, even if the allegations are groundless, false or fraudulent. However, we will have no duty to defend the Insured against any "suit" seeking those damages to which this insurance does not apply. We may, at our discretion, investigate any "occurrence", offense, error, omission, "wrongful act" or "act, error or omission" and settle any claim or "suit" that may result. We will not be obligated to pay any claim or judgment or to defend any "suit" after our Limit of Insurance has been exhausted.

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

B. Bodily Injury and Property Damage

This Coverage Part applies to "bodily injury" and "property damage" occurring during the policy period only if the "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory".

Coverage also applies to:

1. "Bodily injury" or "property damage" arising out of the Insured's product but only if the "bodily injury" or "property damage" occurs:

- a. Away from the premises owned by or rented to the Insured; and

- b. After physical possession of the Insured's product has been relinquished to others.

2. "Bodily injury" or "property damage" arising out of reliance upon a representation or warranty made by the Insured at any time with respect to the Insured's product.

C. Personal Injury and Advertising Injury

This Coverage Part applies to "personal injury" and "advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

D. Professional Liability

This Coverage Part applies to "professional liability" caused by an error or omission in the "coverage territory" during the policy period only:

1. By a water or wastewater district, or other entity whose primary duties are the distribution and treatment of water or wastewater, committed solely in the conduct of testing and treating water or wastewater; or

2. By a cemetery district.

Coverage is extended to include "professional liability" caused by an error or omission committed prior to the policy period and after the Retroactive Date shown on the Declarations, provided that:

1. At the inception of the policy period, the Insured against whom the claim is made neither knew nor could have reasonably foreseen that such offense might have been the basis of a claim or "suit"; and
2. No other valid or collectible insurance applies to the "professional liability".

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E. Wrongful Acts

This Coverage Part applies to "wrongful acts" which take place during the policy period. Coverage is extended to include damages or injuries caused by "wrongful acts" committed prior to the policy period and after the Retroactive Date shown in the Declarations, provided that:

1. At the inception of the policy period, the Insured against whom the claim is made neither knew nor could have reasonably foreseen that such "wrongful act" might have been the basis of a claim or "suit"; and
2. No other valid or collectible insurance applies to the "wrongful act".

F. Employee Benefits Liability

This Coverage Part applies to damages arising out of the "act, error or omission" of the Insured, or of any other person for whose acts the Insured is legally liable. The "act, error or omission" must be committed in the "administration" of the Insured's "employee benefit program". The "act, error or omission" must take place in the "coverage territory" and occur during the policy period. Coverage is extended to include "acts, errors or omissions" committed prior to the policy period and after the Retroactive Date shown in the Declarations provided that:

1. At the inception of the policy period, the Insured against whom the claim is made neither knew nor could have reasonably foreseen that such "act, error or omission" might have been the basis of a claim or "suit"; and
2. No other valid or collectible insurance applies to the "act, error or omission".

SECTION II - LIMITS OF INSURANCE

A. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

1. Insureds under this Coverage Part;
 2. Persons or organizations who sustain injury or damage; or
 3. Claims made or "suits" brought.
- B. The Bodily Injury and Property Damage Per Occurrence Limit of Insurance is the most we will pay because of all "bodily injury" and "property damage" arising out of any one "occurrence". The Bodily Injury and Property Damage Aggregate Limit of Insurance is the most we will pay for all damages because of "bodily injury" and "property damage".

The Bodily Injury and Property Damage Aggregate Limit of Insurance applies separately to each location owned by you, rented to you, or occupied by you with the permission of the owner.

C. The Personal Injury and Advertising Injury Per Person or Organization Limit of Insurance is the most we will pay for damages because of all "personal injury" and "advertising injury" sustained by any one person or organization. The Personal Injury and Advertising Injury Aggregate Limit of Insurance is the most we will pay for all damages because of "personal injury" and "advertising injury".

D. The Professional Liability Per Claim Limit of Insurance is the most we will pay for a single claim arising out of "professional liability". The Professional Liability Aggregate Limit of Insurance is the most we will pay for all damages because of "professional liability". All claims arising out of the same error or omission or interrelated errors or omissions of one or more of the Insureds shall be considered a single claim.

E. The Wrongful Acts Per Claim Limit of Insurance is the most we will pay for a single claim arising out of "wrongful acts". The Wrongful Acts Aggregate Limit of Insurance is the most we will pay for all damages because of "wrongful acts". All claims arising out of the same "wrongful act" or inter-related "wrongful acts" of one or more of the Insureds shall be considered a single claim.

F. The Employee Benefits Per Person Limit of Insurance is the most we will pay for all damages sustained by any one "benefit employee" including such person's dependents and beneficiaries, because of an "act, error or omission" committed in the "administration" of the Insureds "employee benefit program." The Employee Benefits Aggregate Limit of Insurance is the most we will pay for all damages because of "acts, errors or omissions" committed in the "administration" of the Insureds "employee benefit program". All claims arising out of the same "act, error or omission" or interrelated "acts, errors or omissions" of one or more of the Insureds shall be considered a single claim.

G. The Damage to Premises Rented To You Any One Premises Limit of Insurance is the most we will pay for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, explosion or sprinkler leakage, while rented to you or occupied by you with permission of the owner.

H. If more than one Limit of Insurance in the Declarations applies to an "occurrence", offense, error, omission, "wrongful act", "act, error or omission" or claim, or series of related "occurrences", offenses, errors, omissions, "wrongful acts", "acts, errors or omissions" or

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claims, the most we will pay for the sum of all damages for "bodily injury", "property damage", "personal injury", "advertising injury", "professional liability", "wrongful acts" and "acts, errors or omissions" is the highest available Per Occurrence, Per Person or Organization, Per Claim or Per Person Limit of Insurance, and the multiple applicable Limits of Insurance shall not be aggregated.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than twelve (12) months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than twelve (12) months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION III - SUPPLEMENTARY PAYMENTS

A. We shall pay, with respect to any claim or "suit" we defend:

1. All expenses and "defense costs" we incur.
2. All costs taxed against the Insured in the "suit".
3. The cost of bonds to release attachments, but only for bond amounts within the Limits of Insurance. We do not have to furnish these bonds.
4. All reasonable expenses incurred by the Insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 per day because of time off from work.
5. Up to \$1,000 for the cost of bail bonds required because of accidents or traffic law violation arising out of the use of any vehicle to which "bodily injury" coverage applies. We do not have to furnish these bonds.
6. Prejudgment interest awarded against the Insured on that part of the judgment we pay. If we make an offer to pay the applicable Limit of Insurance, we will not pay any prejudgment interest based on that period of time after the offer.
7. All interest on the full amount of any judgment that accrues after the entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable Limit of Insurance.
8. Up to \$5,000 in medical expenses for "bodily injury" caused by an accident:

- a. On premises you own or rent;

b. On ways next to premises you own or rent; or

c. Because of your operations;

Provided that:

- a. The accident takes place in the "coverage territory" during the policy period; and
- b. The expenses are incurred and reported to us within three (3) years from the date of the accident

We will not pay medical expenses for "bodily injury":

- a. To any Insured;
- b. To a person hired to do work for or on behalf of any Insured or a tenant of any Insured;
- c. To a person injured on that part of the premises you own or rent that the person normally occupies;
- d. Excluded under **SECTION V - EXCLUSIONS**;
- e. Due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution;
- f. To any person injured while taking part in athletics; or
- g. To a person, whether or not an "employee" of any Insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits or a similar law.

B. Up to \$5,000 reimbursement to the Insured for legal expenses necessarily incurred by the Insured in defending a claim seeking relief or redress in any form other than monetary damages. This legal expense coverage does not apply to a dispute between any Insured and us. Reimbursable legal expenses are limited to:

1. Fees or expenses paid by the Insured to an attorney or law firm;
2. Fees or expenses paid by the Insured to the court having jurisdiction over such claim;
3. Fees or expenses paid by the Insured to witnesses that testify on the Insured's behalf except for any witness who is an Insured; or
4. The cost of any required court bonds paid by the Insured, but we do not have to provide such bonds.

In the event of multiple claims, all of which pertain to the same "occurrence", offense, error, omission, "wrongful act" or "act, error or omission", \$5,000 is the most we will reimburse

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the Insured for all covered legal expenses arising out of all such multiple claims, regardless of the number of claims or claimants.

Coverage under this supplementary payment is extended to include legal expenses necessarily incurred by the Insured due to administrative proceedings or other non-judicial dispute resolution forums.

The limits and expenses in **SECTION III -- SUPPLEMENTARY PAYMENTS** are in addition to the limits afforded under **SECTION II -- LIMITS OF INSURANCE**.

SECTION IV -- WHO IS AN INSURED

The term Insured as used herein means the entity designated in the Declarations as the Named Insured and, except as excluded by endorsement to this Coverage Part, the following:

- A. A governmental agency or subdivision, department, municipal body, board, commission or not-for-profit corporation which is owned and controlled by you.
- B. All persons who were, now are or shall be elected, appointed or employed as members of your board, commission or agency while acting within the scope of their duties.
- C. Your "employees" but only for acts within the scope of employment by you or in the course of their duties for you and at your direction.
- D. Your director, officer, "employee", volunteer or appointee while serving on the board of directors of an organization that is a separate and distinct entity not subject to your direction and control, provided:
 - 1. Such organization was established and is currently chartered as a non-profit organization; and
 - 2. The primary purpose of such organization is to support and further the efforts and welfare of individuals or organizations that provide water, sewer or cemetery services.
- E. Any person while providing services under a mutual aid agreement, joint powers agreement or similar arrangement, but only with respect to the conduct of your business and only to the extent of your participation or your interest.
- F. The legal representative of any deceased natural person as defined in A., B., or C. above, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
- G. Your director or "employee" with respect to "personal injury" resulting from his/her affiliation with you for acts outside the course and scope of

his/her duties. The insurance provided to such individual under this coverage part is excess over any other insurance specifically insuring against "personal injury" for such individual.

SECTION V -- EXCLUSIONS

This Coverage Part does not apply to:

A. Aircraft

Liability or damages arising out of the ownership, maintenance, use, "loading or unloading" of aircraft owned by you.

B. Airport

"Bodily Injury" or "property damage" arising out of the ownership, maintenance, operation, or use of any airfield equipped with Federal Aviation Administration controlled towers, including all runways, hangars, buildings or other properties in connection with aviation activities or any other use of airport facilities or properties.

C. Asbestos

This policy does not apply to:

Any claim, "sue", demand or loss that alleges "bodily injury", "property damage", "personal injury", "advertising injury", "professional liability", "wrongful act", or "act, error or omission" (including but not limited to, compliance with any request, demand, order or statutory or regulatory requirement or any other action authorized or required by law) including any costs, fees, expenses, penalties, judgments, fines, or sanctions arising there from, which arises out of, or would not have occurred, in whole or in part, but for the "asbestos hazard".

As used in this exclusion, "asbestos hazard" means:

- (1) actual, alleged or threatened exposure to asbestos in any manner or form whatsoever, either directly or indirectly, or
- (2) the failure to warn, advise or instruct related to asbestos in any manner or form whatsoever, or
- (3) the failure to prevent exposure in any manner or form whatsoever, or
- (4) the presence of asbestos in any place whatsoever, whether or not within a building or structure.

However, this exclusion shall not apply to "bodily injury", "property damage", "personal injury", "advertising injury", "professional liability", "wrongful act" or "act, error or omission", arising out of "potable water" which is provided by the Insured to others.

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D. Auto

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any "auto" owned or operated by or rented or loaned to any Insured. Use includes operation and "loading or unloading".

This exclusion does not apply to:

1. Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the Insured; or
2. "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in Paragraph 6.b. or 6.c. of the definition of "mobile equipment".

E. Contractual Liability

"Bodily injury", "property damage" or "professional liability" for which the Insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

1. That the Insured would have in the absence of the contract or agreement;
2. Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury", "property damage" or "professional liability" occurs subsequent to the execution of the contract or agreement; or

F. Costs Estimates and Failure to Award Contracts

Liability for damages arising out of estimates of probable costs, or cost estimates being exceeded, or failure to award contracts in accordance with statute or ordinance which under law must be submitted for bids.

G. Criminal Acts

Any "bodily injury", "property damage", "personal injury", "advertising injury", "professional liability", "wrongful act" or "act, error or omission" claim arising out of any actual dishonest, fraudulent, criminal or malicious act or omission by any Insured, however this exclusion:

1. Applies only if a judgment or other final adjudication establishes affirmative dishonest, fraudulent, criminal or malicious intent on the part of the Insured material to the cause of action so adjudicated; and
2. Does not apply to any other Insured unless the act or omission was committed with the prior knowledge or participation of such other Insured.

H. Damage to Property

"Property damage" to:

1. Property owned by the Insured; or
2. Property rented to or leased to the Insured where the Insured has assumed liability under contract for damage to or destruction of such property, unless the Insured would have been liable in the absence of such contract.

I. Employee Benefits Liability - Exclusions

The following exclusions apply only to damages arising out of any "act, error or omission" committed in the "administration" of the Insured's "employee benefit program".

1. Loss arising out of failure or performance of contract by any Insurer, or any other party, including the Insured, obligated to afford benefits;
2. Loss arising out of an insufficiency of funds to meet any obligations under any plan included in the "employee benefit program".
3. Any claim or "suit" based upon:
 - a. Failure of any investment to perform as represented by an Insured;
 - b. Advice given to any person with respect to that person's decision to participate or not to participate in any plan included in the "employee benefit program"; or
 - c. The investment or non-investment of funds;
4. Loss arising out of your failure to comply with the mandatory provisions of any law concerning workers' compensation, unemployment insurance, social security or disability benefits; or
5. Loss or damage for which benefits have accrued under the terms of your "employee benefit program" to the extent that such benefits are available from funds accrued by the Insured for such benefits or from collectible insurance, notwithstanding the Insured's "act, error or omission" in administering the plan which precluded the claimant from receiving such benefits.

J. Employer's Liability

"Bodily Injury" to:

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

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This exclusion applies:

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

This exclusion only applies to volunteers if you are legally required to provide insurance covering the volunteer under any workers compensation or disability benefits laws, or similar laws, and you fail to do so.

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

K. Expected or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the Insured. This exclusion does not apply to "Bodily Injury" resulting from actions taken to protect persons or property.

L. Failure to Perform or Breach of Contract

Liability for damages arising out of failure to perform or breach of a contractual obligation. This exclusion does not apply to liability for damages arising out of the failure to:

1. Supply water; or
2. Supply sewage services.

This exclusion also does not apply to any "act, error or omission" committed in the "administration" of the Insured's "employee benefit program".

M. Mobile Equipment

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

1. The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any Insured; or
2. The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

N. Nuclear Energy Liability

Liability or damages:

1. With respect to which the Insured under this policy is an Insured under a nuclear energy liability policy issued by the Nuclear Energy Liability Insurance Association, the Mutual Atomic Energy Liability Underwriters, the American Nuclear Insurers, or the Nuclear Insurance Association of Canada, or any successor organizations, or would be an Insured under any such policy but for its termination upon exhaustion of its limit of liability;

2. Resulting from the "hazardous properties" of "nuclear material" and with respect to which:

- a. Any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof; or
- b. The Insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization; or

3. Resulting from the "hazardous properties" of "nuclear material" if:

- a. The "nuclear material":
 - (1) Is at any "nuclear facility" owned by, or operated by or on behalf of, the Insured; or
 - (2) Has been discharged or dispersed therefrom;
- b. The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of the Insured; or
- c. The "bodily injury" or "property damage" arises out of the furnishing by the Insured of services, materials, parts or equipment in connection with the planing, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions, or Canada, this subsection c. applies only to "property damage" to such "nuclear facility" and any property thereat.

As used in this exclusion:

1. "Hazardous properties" include radioactive, toxic or explosive properties.
2. "Nuclear facility" means:
 - a. Any "nuclear reactor";
 - b. Any equipment or device designed or used for:
 - (1) Separating the isotopes of uranium or plutonium;
 - (2) Processing or utilizing "spent fuel"; or
 - (3) Handling, processing or packaging "waste";
 - c. Any equipment or device used for the processing, fabricating or alloying of

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"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 more than 250 grams of uranium 235;

- d. Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

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

3. "Nuclear material" means "source material", "special nuclear material" or "byproduct material".
4. "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.
5. "Property damage" includes all forms of radioactive contamination of property.
6. "Source material", "special nuclear material", and "byproduct material" have the meaning given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.
7. "Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".
8. "Waste" means any waste material:
 - a. Containing "byproduct material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content; and

Resulting from the operation by any person or organization of any "nuclear facility" included within the definition of "nuclear facility" included under 2. a. and b. of the definition of "nuclear facility".

O. Personal Injury or Advertising Injury -- Exclusions

"Personal Injury" or "advertising injury":

1. Caused by or at the direction of the Insured with knowledge that the act would violate the rights of another and would inflict "personal injury" or "advertising injury";
2. Arising out of oral or written publication of material, if done by or at the direction of the Insured with knowledge of its falsity;

3. Arising out of oral or written publication of material whose first publication took place before the beginning of the policy period;
4. Arising out of a criminal act committed by or at the direction of the Insured;
5. For which the Insured has assumed liability in a contract of agreement. This exclusion does not apply to liability for damages that the Insured would have in the absence of the contract or agreement;
6. Arising out of a breach of contract, except an implied contract to use another's advertising idea in your advertisement; or
7. Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your advertisement; or
8. Arising out of the wrong description of the price of goods, products or services stated in your advertisement.

P. Pollution

1. Liability arising out of:

- a. "Bodily injury", "property damage", "personal injury", "advertising injury", "professional liability", "wrongful act" or "act, error or omission" which would not have occurred or taken place in whole or in part except for the actual, alleged, or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time; or
- b. Any loss, cost or expense arising out of any:
 - (1) Request, demand, or order that an Insured, or any others, test for, monitor, clean up, remove, contain, treat, detoxify, neutralize, or in any way respond to, or assess the effects of "pollutants"; or
 - (2) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning, removing, containing, treating, detoxifying, neutralizing, or in any way responding to, or assessing the effects of "pollutants".

2. However, this exclusion shall not apply to:

- a. "Bodily injury", "property damage", "personal injury", "advertising injury", "professional liability", "wrongful act" or "act, error or omission" arising out of the actual, alleged, or threatened discharge,

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dispersal, seepage, migration, release or escape of "pollutants";

- (1) Arising out of the use, handling, storage, discharge, dispersal, release or escape of any chemical used in the water treatment process;
- (2) Arising out of explosion, lightning, windstorm, vandalism or malicious mischief, collapse, riot and civil commotion, flood, or earthquake;
- (3) Arising out of the collision, upset or overturn of equipment;
- (4) Arising out of the heat, smoke or fumes from a "hostile fire";
- (5) Arising out of weed abatement or spraying;
- (7) Arising out of propane or natural gas; or
- (8) Arising out of "potable water" which is provided by the Insured to others.

Q. Punitive or Exemplary Damages

Punitive or exemplary damages, statutory multiples of damages, civil or criminal fines or penalties, or any other damages over and above actual damages, by whatever name called, irrespective of whether the Insured has taken any action or passed any resolution electing to pay such damages.

R. Selenium

Liability for past, present or future claims arising in whole or in part, either directly or indirectly, out of selenium, or any compound containing selenium.

S. War

"Bodily injury", "property damage", "personal injury", "professional liability", "wrongful acts" or "advertising injury" arising, directly or indirectly, out of:

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

regardless of any other cause or event that contributes concurrently or in any sequence to the injury or damage.

T. Workers Compensation and Similar Laws

Any obligation of an Insured, or any carrier as insurer thereof, under any workers compensation law, unemployment compensation law, disability benefits law, or under any similar law.

All the exclusions shown above with the exception of exclusions E. and K do not apply to damage by fire, explosion or sprinkler leakage to premises while rented to you or occupied by you with permission of the owner. A separate Limit of Insurance applies to this coverage as described in **SECTION II - LIMITS OF INSURANCE.**

SECTION VI - DEFINITIONS

A. "Act, error or omission" means the failure to execute a required action, or a mistaken action committed in the "administration" of the Insured's "employee benefit program".

B. "Administration" means:

1. Providing information to "benefit employees", including their dependents and beneficiaries, with respect to eligibility for or scope of the "employee benefit program";
2. Interpreting the "employee benefit program";
3. Handling records in connection with the "employee benefit program"; or
4. Effecting, modifying or terminating any "benefit employee's" participation in a plan included in the "employee benefit program".

"Benefit employee" includes "employees" whether actively employed, disabled or retired.

C. "Advertising Injury" means injury arising out of one or more of the following offenses:

1. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
2. Oral or written publication of material that violates a person's right of privacy;
3. Misappropriation of advertising ideas or style of doing business; or
4. Infringement of copyright, title or slogan.

D. "Auto" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".

E. "Bodily injury" means bodily injury, sickness or disease sustained by a person. It includes death or mental anguish which result at any time from such physical harm, physical sickness or physical disease. Mental anguish means any type of mental or emotional illness or disease. "Bodily injury" also includes any resulting care and loss of services by any person or persons.

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F. "Coverage territory" means:

1. The United States of America (including its territories and possessions), Puerto Rico and Canada;
2. International waters or airspace, provided the injury or damage does not occur in the course of travel or transportation to or from any place not included in 1. above;
3. Anywhere in the world if:
 - a. The injury or damage arises out of the activities of a person whose residence is in the United States (including its territories and possessions), Puerto Rico or Canada; and
 - b. The Insured's responsibility to pay damages is determined in an actual trial in the United States (including its territories and possessions), Puerto Rico or Canada, or in a settlement to which we agree.

G. "Defense costs" means reasonable fees charged by an attorney and all other reasonable fees, costs and expenses attributable to the investigation, defense or appeal of a claim to which this Coverage Part applies, except salaries of "employees" of the Insured and the office expenses of the Insured.

H. "Employee" includes a "leased worker" and a "temporary worker".

"Benefit employee" includes "employees" whether actively employed, disabled or retired.

I. "Employee benefit program" means the following plans:

1. Group life insurance, group accident or health insurance, profit sharing plans, pension plans and stock subscription plans, provided such insurance or plans are:
 - a. Equally available to all eligible "benefit employees" and;
 - b. That no one other than an eligible "benefit employee" may subscribe to such insurance or plans; or
2. Unemployment insurance, social security benefits, workers' compensation and disability benefits.

As used for this coverage, "benefit employee" includes "employees" whether actively employed, disabled or retired.

J. "Hostile fire" means a fire that becomes uncontrollable or breaks out from where it was intended to be.

K. "Insured contract" means:

1. A lease of premises. However, that portion of the lease that indemnifies any person or organization for damage by fire, explosion or sprinkler leakage to premises while rented to you or occupied by you with permission of the owner is not an "insured contract";
2. Any easement or license agreement;
3. A sidetrack agreement;
4. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
5. An elevator maintenance agreement; or
6. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to third person or organization. "Tort liability" means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph 6. above does not include that part of any contract or agreement:

a. That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

- (1) Preparing, approving or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
- (2) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;

b. Under which the Insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the Insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities; or

c. That indemnifies any person or organization for damage by fire, explosion or sprinkler leakage to premises while rented to you or occupied by you with permission of the owner.

L. "Leased worker" means a person leased to the Insured by a labor leasing firm under an agreement between the Insured and the labor leasing firm, to perform duties related to the conduct of the Insured's operations. A "leased worker" does not include a "temporary worker".

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M. "Liquid" shall not mean domestic water or agricultural water or recycled water or water furnished to commercial users.

N. "Loading or unloading" means the handling of property:

1. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
2. While it is in or on an aircraft, watercraft or "auto"; or
3. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

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

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

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

a. Equipment designed primarily for:

- (1) Snow removal;
- (2) Road maintenance, but not construction or resurfacing;
- (3) Street cleaning;

b. Cherry pickers and similar devices mounted on auto or truck chassis and used to raise or lower workers; and

c. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; and

P. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

Q. "Personal injury" means injury arising out of one or more of the following offenses:

1. False arrest, malicious prosecution or willful detention;
2. Libel, slander or defamation of character;
3. Invasion of privacy;
4. Wrongful entry or eviction, or other invasion of the right of private occupancy;
5. Assault and battery; and
6. Non-employment discrimination prohibited by law or violation of federal civil rights laws, not intentionally committed by or at the direction of an Insured.

R. "Pollutants" means any solid, semi-solid, noise, "liquid", gaseous or thermal irritant or contaminant, including smoke, vapor, soot, mists, fumes, acids, alkalis, chemicals, biological and other etiologic agents or materials, genetically engineered materials, teratogenic, carcinogenic and mutagenic materials, waste materials and any other irritant or contaminant. Waste material includes materials that are intended to be or have been recycled, reconditioned or reclaimed.

"Pollutants" does not include:

- a. Sewage that emanates from a sewer line or sewer system; or
- b. Sewage that backs up from a sewer line or sewer system.

S. "Potable water" means water intended and provided for human consumption.

T. "Professional liability" means liability for damages resulting from any error or omission arising out of your professional activities as a cemetery district, water or wastewater district, or any other entity whose primary duty is the distribution and treatment of water or wastewater.

U. "Property damage" means:

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1. Physical injury to or destruction of tangible property, including the loss of use thereof at any time resulting therefrom; and

2. Loss of use of tangible property that has not been physically injured or destroyed.

V. "Suit" means a civil proceeding in which damages are alleged because of "bodily injury", "property damage", "personal injury", "advertising injury", "professional liability", "wrongful acts" or "acts, errors or omissions" to which this insurance applies. "Suit" includes:

1. An arbitration proceeding in which such damages are claimed and to which an Insured must submit or does submit with our consent; or

2. Any other alternative dispute resolution proceeding in which such damages are claimed and to which an Insured submits with our consent.

W. "Temporary worker" means a person who is furnished to the Insured to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

X. "Wrongful act" means any actual or alleged error, omission, misstatement, misleading statement, neglect or breach of duty by any Insured in the discharge of his/her duties for you, including service with any other entity at your direction, except for the following:

1. Willful commission of a crime or other dishonest, fraudulent, or malicious act;

2. Obtaining financial gain to which the Insured is not legally entitled; or

3. Faulty preparation or approval of maps, plans, reports, surveys, designs, bid documents, or specifications; but this exception does not apply to reports provided to any other water purveyor.

Notwithstanding the above exceptions, "wrongful act" also means:

1. Violations of antitrust statutes; and

2. Negligent ministerial acts.

"Wrongful act" does not include an error or omission resulting in "professional liability".

the premises and operations for which you have been added as an additional Insured.

When this Coverage Part is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

1. The total amount that all such other insurance would pay for the loss in the absence of this Coverage Part; and

2. The total of all deductible and self-insured amounts under that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this condition and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

If all other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of all insurers.

SECTION VII - CONDITIONS

Other Insurance

The insurance afforded by this Coverage Part shall be excess of, and shall not contribute with:

1. Any valid and collectible insurance or self-insurance; or

2. Any other primary insurance available to you covering liability for damages arising out of

ARCH INSURANCE COMPANY
WATER DISTRICTS INSURANCE PROGRAM
LIABILITY COVERAGE PART
SUPPLEMENTAL DECLARATIONS

These Supplemental Declarations form a part of policy number GWPKG0166404

SCHEDULE OF COVERAGES AND LIMITS OF INSURANCE

Insurance is only provided for the coverages indicated by an X.

Coverage	Limit of Insurance	
<input checked="" type="checkbox"/> Bodily Injury and Property Damage	\$ 1,000,000 \$ 3,000,000	Per Occurrence Bodily Injury and Property Damage Aggregate
<input checked="" type="checkbox"/> Personal Injury and Advertising Injury	\$ 1,000,000 \$ 3,000,000	Per Person or Organization Personal Injury and Advertising Injury Aggregate
<input checked="" type="checkbox"/> Professional Liability Professional Liability Retroactive Date:	\$ 1,000,000 \$ 3,000,000 07/05/12	Per Claim Professional Liability Aggregate
<input checked="" type="checkbox"/> Wrongful Acts Wrongful Acts Retroactive Date:	\$ 1,000,000 \$ 3,000,000 07/05/12	Per Claim Wrongful Acts Aggregate
<input type="checkbox"/> Employee Benefits Liability Employee Benefits Liability Retroactive Date:	\$ \$	Per Person Employee Benefits Liability Aggregate
<input checked="" type="checkbox"/> Damage To Premises Rented To You	\$ 100,000	Any One Premises
<input type="checkbox"/> Employment Practices Liability Employment Practices Liability Retroactive Date:	\$ \$	Per Claim Employment Practices Liability Aggregate
<input type="checkbox"/>	\$	

FORMS AND ENDORSEMENTS

Forms and endorsements applying to this Coverage Part and made part of this policy at time of issue:
 See SD069 00 03 04

Premium: \$ Included

THIS SUPPLEMENTAL DECLARATIONS AND THE COMMON POLICY DECLARATIONS, TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PART(S), FORMS AND ENDORSEMENTS, IF ANY, COMPLETE THE ABOVE NUMBERED POLICY.

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ENDORSEMENT NO. _____

ATTACHED TO AND FORMING A PART OF	ENDORSEMENT EFFECTIVE (Standard Time)					INSURED	AGENCY AND CODE
	MO.	DAY	YR.	12:01 A.M.	NOON		
GWPKG0166404	07	05	2016	X		NORTH UTAH COUNTY WATER CONSERVANCY DISTRICT	GW001

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - YEAR 2000 COMPUTER-RELATED AND OTHER ELECTRONIC PROBLEMS

This endorsement modifies insurance provided under the following:

LIABILITY COVERAGE PART

This insurance does not apply to any loss, claim or "suit" alleging any "bodily injury", "property damage," "personal injury", "advertising injury", professional liability", "wrongful acts", economic injury, non-economic injury or any other damage directly or indirectly arising out of or as a consequence of:

(1) The total or partial impairment, failure or defect of any software, hardware, microprocessor, microcode, firmware, systems software, applications program, date terminal, file, database, microcontroller imbedded in non-computer equipment, mechanical or electrical equipment or device, or any related communications network to respond correctly to the change of the millennium, including but not limited to:

(a) the inability or failure to differentiate between (i) date or time data before January 1, 2000, and (ii) date or time data on or after January 1, 2000; or

(b) the inability or failure to otherwise accurately process, provide and/or receive date or time data involving dates or times in or after the year 1999 if such inability arises solely because such dates or times are in the year 1999 or any subsequent year, including without limitation data problems associated with leap year calculations if the cause of such problems relates only to leap years in or after the year 2000;

(2) Any advice, consultation, design, evaluation, inspection, installation, maintenance, repair, replacement, or supervision by you or on your behalf to determine, rectify, or test for any potential or actual problems described in this exclusion;

(3) Any change or modification of or to any software, hardware, microprocessor, microcode, firmware, systems software, applications program, date terminal, file, database, microcontroller imbedded in non-computer equipment, mechanical or electrical equipment or device, or any related communications network in preparation for or anticipation of the change of the millennium;

(4) Any representation, guarantee, or assurance by you or on your behalf concerning the ability of any of your software, hardware, microprocessors, microcodes, firmware, systems software, applications programs, date terminals, files, databases, microcontrollers imbedded in non-computer equipment, mechanical or electrical equipment or devices, or any related communications networks to respond correctly to the change of the millennium; or

(5) Loss of use, loss of data, loss of profits, or additional expense arising from any of the above.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED

AUTHORIZED REPRESENTATIVE

DATE

ARCH INSURANCE COMPANY

ENDORSEMENT NO. _____

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE (Standard Time)					INSURED	AGENCY AND CODE
	MO.	DAY	YR.	12:01	NOON		
GWPKG0166404	07	05	2016	A.M. X		NORTH UTAH COUNTY WATER CONSERVANCY DISTRICT	GW001

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – DAMS

This endorsement modifies insurance provided under the following:

WATER DISTRICTS INSURANCE PROGRAM – LIABILITY COVERAGE

This insurance does not apply to "bodily injury", "property damage", "personal injury", "advertising injury", "professional liability" or "wrongful acts" arising out of the rupture, bursting, overtopping, accidental discharge or structural failure of any dam.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED

AUTHORIZED REPRESENTATIVE

DATE

ARCH INSURANCE COMPANY

ENDORSEMENT NO. _____

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE (Standard Time)					INSURED	AGENCY AND CODE
	MO.	DAY	YR.	12:01 A.M.	NOON		
GWPKG0166404	07	05	2016	X		NORTH UTAH COUNTY WATER CONSERVANCY DIST	GW001

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DEDUCTIBLE LIABILITY ENDORSEMENT

This endorsement modifies insurance provided under the following:

WATER DISTRICTS INSURANCE PROGRAM - LIABILITY COVERAGE

SCHEDULE

Coverage	Amount and Basis of Deductible	
	PER OCCURRENCE OR ACT, ERROR OR OMISSION, OFFENSE, ERROR OR OMISSION OR WRONGFUL ACT	PER CLAIM
1) Bodily Injury Liability Employee Benefits Liability	\$ per occurrence or per act, error or omission	\$ per claim
2) Property Damage Liability	\$ per occurrence	\$ per claim
3) Professional Liability	\$ 1,000 per error or omission	\$ per claim
4) Wrongful Acts Liability	\$ 1,000 per wrongful act	\$ per claim

APPLICATION OF ENDORSEMENT (Enter below any limitations on the application of this endorsement. If no limitation is entered, the deductibles apply to damages for all "bodily injury", "property damage", "professional liability", "wrongful acts" and "acts, errors or omissions" however caused.)
Employment Practices Liability Deductible \$

A. Our obligation under the Liability Coverage Part to pay damages on your behalf applies only to the amount of damages in excess of any deductible amounts stated in the Schedule above as applicable to such coverages.

B. You may select a deductible amount on either a Per Claim or a Per Occurrence Or Act, Error Or Omission, Offense, Error Or Omission or Wrongful Act basis.

Your selected deductible applies to the coverage option and to the basis of the deductible indicated by the placement of the deductible amount in the Schedule above. The deductible amount stated in the Schedule above applies as follows:

1. **PER OCCURRENCE OR ACT, ERROR OR OMISSION, OFFENSE, ERROR OR OMISSION OR WRONGFUL ACT BASIS.** If the deductible amount indicated in the

ARCH INSURANCE COMPANY

Schedule above is on a Per Occurrence Or Act, Error Or Omission, Offense, Error Or Omission or Wrongful Act basis, that deductible amount applies as follows:

- a. Under Bodily Injury Liability, to all damages because of "bodily injury";
- b. Under Property Damage Liability, to all damages because of "property damage";
- c. Under Professional Liability, to all damages because of an error or omission; or
- d. Under Wrongful Acts Liability, to all damages because of a "wrongful act"

as the result of any one "occurrence", offense, error or omission, "wrongful act" or "act, error or omission", regardless of the number of persons or organizations who sustain damages because of that "occurrence", offense, error or omission, "wrongful act" or "act, error or omission".

2. PER CLAIM BASIS. If the deductible amount indicated in the Schedule above is on a per claim basis, that deductible applies as follows:

- a. Under Bodily Injury Liability, to all damages sustained by any one person because of "bodily injury";
- b. Under Property Damage Liability, to all damages sustained by any one person because of "property damage";
- c. Under Professional Liability, to all damages sustained by any one person because of an error or omission; or

- d. Under Wrongful Acts Liability, to all damages sustained by any one person because of a "wrongful act"

as the result of any one "occurrence", offense, error, omission, "wrongful act" or "act, error or omission".

If damages are claimed for care, loss of services or death resulting at any time from "bodily injury", a separate deductible amount will be applied to each person making a claim for such damages.

With respect to "property damage", person includes an organization.

In the event a claim or "suit" would require the application of more than one deductible, only the highest deductible will apply.

C. The terms of this insurance, including those with respect to:

1. Our right and duty to defend the insured against any "suits" seeking those damages; and
2. Your duties in the event of an "occurrence", offense, error or omission, "wrongful act", "act, error or omission", claim or "suit"

apply irrespective of the application of the deductible amount.

- D.** We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount paid by us.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED

AUTHORIZED REPRESENTATIVE

DATE

POLICY NUMBER:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CERTIFIED ACTS OF TERRORISM AGGREGATE LIMIT; CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

WATER DISTRICTS INSURANCE PROGRAM LIABILITY COVERAGE PART

SCHEDULE

Certified Acts Of Terrorism Aggregate Limit: \$ 1,000,000
--

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

A. Coverage provided by this insurance for "bodily injury", "property damage" or "personal injury" and "advertising injury", arising out of a "certified act of terrorism", is subject to the Certified Acts Of Terrorism Aggregate Limit as described in Paragraph B. of this endorsement.

B. The following are added to **Section II – Limits Of Insurance**:

The Certified Acts Of Terrorism Aggregate Limit shown in the Schedule of this endorsement is the most we will pay for all:

1. "Bodily injury" or "property damage";
2. "Personal injury" and "advertising injury"

arising out of all "certified acts of terrorism".

Paragraph C., the Personal Injury and Advertising Injury Limit, Paragraph D., the Professional Limit, Paragraph E., the Wrongful Acts Per Claim Limit, and Paragraph G., the Damage to Premises Rented to You Any one Premises Limit of Insurance, of Section II – Limits Of Insurance continue to apply to damages arising out of a "certified act of terrorism". Those limits will only be available if, and to the extent that, limits are available under the Certified Acts Of Terrorism Aggregate Limit.

C. The following definition is added:

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

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

D. If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed \$100 billion in a Program Year (January 1 through December 31) and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

BUSINESS AUTO COVERAGE FORM

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

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

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

SECTION I - COVERED AUTOS

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

A. Description Of Covered Auto Designation Symbols

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

B. Owned Autos You Acquire After The Policy Begins

1. If Symbols 1, 2, 3, 4, 5 or 6 are entered next to a coverage in Item Two of the Declarations, then you have coverage for "autos" that you acquire of the type described for the remainder of the policy period.
2. But, if Symbol 7 is entered next to a coverage in Item Two of the Declarations, an "auto" you acquire will be a covered "auto" for that coverage only if:
 - a. We already cover all "autos" that you own for that coverage or it replaces an "auto" you previously owned that had that coverage; and
 - b. You tell us within 30 days after you acquire it that you want us to cover it for that coverage.

C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos

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

1. "Trailers" with a load capacity of 2,000 pounds or less designed primarily for travel on public roads.
2. "Mobile equipment" while being carried or towed by a covered "auto".
3. Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:
 - a. Breakdown;
 - b. Repair;
 - c. Servicing;
 - d. "Loss", or
 - e. Destruction.

SECTION II - LIABILITY COVERAGE

A. Coverage

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

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

We have the right and duty to defend any "insured" against a "suit" asking for such damages or a "covered pollution cost or expense". However, we have no duty to defend any "insured" against a "suit" seeking damages for "bodily injury" or "property damage" or a "covered pollution cost or expense" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Liability Coverage Limit of Insurance has been exhausted by payment of judgments or settlements.

1. Who Is An Insured

The following are "insureds":

- a. You for any covered "auto".
- b. Anyone else while using with your permission a covered "auto" you own, hire or borrow except:
 - (1) The owner or anyone else from whom you hire or borrow a covered "auto". This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.
 - (2) Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household.
 - (3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
 - (4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from a covered "auto".
 - (5) A partner (if you are a partnership), or a member (if you are a limited liability company) for a covered "auto" owned by him or her or a member of his or her household.

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

2. Coverage Extensions

a. Supplementary Payments

In addition to the Limit of Insurance, we will pay for the "insured":

- (1) All expenses we incur.
- (2) Up to \$2,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (3) The cost of bonds to release attachments in any "suit" against the "insured" we defend, but only for bond amounts within our Limit of Insurance.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$250 a day because of time off from work.
- (5) All costs taxed against the "insured" in any "suit" against the "insured" we defend.
- (6) All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against the "insured" we defend, but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

b. Out-Of-State Coverage Extensions

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

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

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

B. Exclusions

This Insurance does not apply to any of the following:

1. Expected Or Intended Injury

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

2. Contractual

Liability assumed under any contract or agreement.

But this exclusion does not apply to liability for damages:

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

3. Workers' Compensation

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

4. Employee Indemnification And Employer's Liability

"Bodily Injury" to:

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

This exclusion applies:

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

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

5. Fellow Employee

"Bodily Injury" to any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business.

6. Care, Custody Or Control

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

7. Handling Of Property

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

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

8. Movement Of Property By Mechanical Device

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

9. Operations

"Bodily Injury" or "property damage" arising out of the operation of any equipment listed in Paragraphs 6.b. and 6.c. of the definition of "mobile equipment".

10. Completed Operations

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

In this exclusion, your work means:

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

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

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

- (1) When all of the work called for in your contract has been completed.

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

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

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

11. Pollution

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

- a. That are, or that are contained in any property that is:

- (1) Being transported or towed by, handled, or handled for movement into, onto or from, the covered "auto";
- (2) Otherwise in the course of transit by or on behalf of the "insured"; or
- (3) Being stored, disposed of, treated or processed in or upon the covered "auto";

- b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or

- c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

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

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

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

- (1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

12. War

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

13. Racing

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

C. Limit Of Insurance

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

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

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

SECTION III - PHYSICAL DAMAGE COVERAGE

A. Coverage

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

a. Comprehensive Coverage

From any cause except:

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

b. Specified Causes Of Loss Coverage

Caused by:

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

c. Collision Coverage

Caused by:

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

2. Towing

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

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

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

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

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

4. Coverage Extensions

a. Transportation Expenses

We will pay up to \$20 per day to a maximum of \$600 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

b. Loss Of Use Expenses

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

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

However, the most we will pay for any expenses for loss of use is \$20 per day, to a maximum of \$600.

B. Exclusions

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

a. Nuclear Hazard

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

b. War Or Military Action

- (1) War, including undeclared or civil war;
 - (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
 - (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.
2. We will not pay for "loss" to any covered "auto" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. We will also not pay for "loss" to any covered "auto" while that covered "auto" is being prepared for such a contest or activity.
 3. We will not pay for "loss" caused by or resulting from any of the following unless caused by other "loss" that is covered by this insurance:
 - a. Wear and tear, freezing, mechanical or electrical breakdown.
 - b. Blowouts, punctures or other road damage to tires.
 4. We will not pay for "loss" to any of the following:
 - a. Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.
 - b. Any device designed or used to detect speed measuring equipment such as radar or laser detectors and any jamming apparatus intended to elude or disrupt speed measurement equipment.
 - c. Any electronic equipment, without regard to whether this equipment is permanently installed, that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound.
 - d. Any accessories used with the electronic equipment described in Paragraph c. above.

Exclusions 4.c. and 4.d. do not apply to:

- a. Equipment designed solely for the reproduction of sound and accessories used with such equipment, provided such equipment is permanently installed in the covered "auto" at the time of the "loss" or such equipment is removable from a housing unit which is permanently installed in the covered "auto" at the time of the "loss", and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto"; or
- b. Any other electronic equipment that is:
 - (1) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system; or
 - (2) An integral part of the same unit housing any sound reproducing equipment described in a. above and permanently installed in the opening of the dash or console of the covered "auto" normally used by the manufacturer for installation of a radio.

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

C. Limit Of Insurance

1. The most we will pay for "loss" in any one "accident" is the lesser of:
 - a. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
 - b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.
2. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".
3. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

D. Deductible

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

SECTION IV - BUSINESS AUTO CONDITIONS

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

A. Loss Conditions

1. Appraisal For Physical Damage Loss

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

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

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

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

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

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident" or "loss". Include:
 - (1) How, when and where the "accident" or "loss" occurred;
 - (2) The "insured's" name and address; and
 - (3) To the extent possible, the names and addresses of any injured persons and witnesses.
- b. Additionally, you and any other involved "insured" must:
 - (1) Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.
 - (2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit".
 - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit".
 - (4) Authorize us to obtain medical records or other pertinent information.

- (5) Submit to examination, at our expense, by physicians of our choice, as often as we reasonably require.
- c. If there is "loss" to a covered "auto" or its equipment you must also do the following:
 - (1) Promptly notify the police if the covered "auto" or any of its equipment is stolen.
 - (2) Take all reasonable steps to protect the covered "auto" from further damage. Also keep a record of your expenses for consideration in the settlement of the claim.
 - (3) Permit us to inspect the covered "auto" and records proving the "loss" before its repair or disposition.
 - (4) Agree to examinations under oath at our request and give us a signed statement of your answers.
- 3. Legal Action Against Us**
 No one may bring a legal action against us under this Coverage Form until:
 - a. There has been full compliance with all the terms of this Coverage Form; and
 - b. Under Liability Coverage, we agree in writing that the "insured" has an obligation to pay or until the amount of that obligation has finally been determined by judgment after trial. No one has the right under this policy to bring us into an action to determine the "insured's" liability.
- 4. Loss Payment - Physical Damage Coverages**
 At our option we may:
 - a. Pay for, repair or replace damaged or stolen property;
 - b. Return the stolen property, at our expense. We will pay for any damage that results to the "auto" from the theft; or
 - c. Take all or any part of the damaged or stolen property at an agreed or appraised value.
 If we pay for the "loss", our payment will include the applicable sales tax for the damaged or stolen property.
- 5. Transfer Of Rights Of Recovery Against Others To Us**
 If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

B. General Conditions

1. Bankruptcy

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

2. Concealment, Misrepresentation Or Fraud

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

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

3. Liberalization

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

4. No Benefit To Bailee - Physical Damage Coverages

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

5. Other Insurance

- a. For any covered "auto" you own, this Coverage Form provides primary insurance. For any covered "auto" you don't own, the insurance provided by this Coverage Form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Liability Coverage this Coverage Form provides for the "trailer" is:
 - (1) Excess while it is connected to a motor vehicle you do not own.
 - (2) Primary while it is connected to a covered "auto" you own.
- b. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".
- c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Liability Coverage is primary for any liability assumed under an "insured contract".

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

6. Premium Audit

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

7. Policy Period, Coverage Territory

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

- a. During the policy period shown in the Declarations; and
- b. Within the coverage territory.
- The coverage territory is:
- a. The United States of America;
- b. The territories and possessions of the United States of America;
- c. Puerto Rico;
- d. Canada; and
- e. Anywhere in the world if:

- (1) A covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and
- (2) The "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico, or Canada or in a settlement we agree to.

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

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

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

SECTION V - DEFINITIONS

- A. "Accident" includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage".
- B. "Auto" means a land motor vehicle, "trailer" or semi-trailer designed for travel on public roads but does not include "mobile equipment".
- C. "Bodily Injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these.
- D. "Covered pollution cost or expense" means any cost or expense arising out of:

1. Any request, demand, order or statutory or regulatory requirement; or
2. Any claim or "suit" by or on behalf of a governmental authority demanding

that the "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants".

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

- a. That are, or that are contained in any property that is:
- (1) Being transported or towed by, handled, or handled for movement into, onto or from the covered "auto";
- (2) Otherwise in the course of transit by or on behalf of the "insured";
- (3) Being stored, disposed of, treated or processed in or upon the covered "auto";

b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or

c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

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

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

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

- (1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

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

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

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

H. "Insured contract" means:

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

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

- a. That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing; or
 - b. That pertains to the loan, lease or rental of an "auto" to you or any of your "employees", if the "auto" is loaned, leased or rented with a driver; or
 - c. That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority.
- I. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
- J. "Loss" means direct and accidental loss or damage.

- K. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
1. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 2. Vehicles maintained for use solely on or next to premises you own or rent;
 3. Vehicles that travel on crawler treads;
 4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - a. Power cranes, shovels, loaders, diggers or drills; or
 - b. Road construction or resurfacing equipment such as graders, scrapers or rollers.
 5. Vehicles not described in Paragraphs 1., 2., 3., or 4. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - b. Cherry pickers and similar devices used to raise or lower workers.
 6. Vehicles not described in Paragraphs 1., 2., 3., or 4. above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
 - a. Equipment designed primarily for:
 - (1) Snow removal;
 - (2) Road maintenance, but not construction or resurfacing; or
 - (3) Street cleaning;
 - b. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - c. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting or well servicing equipment.
- L. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- M. "Property damage" means damage to or loss of use of tangible property.
- N. "Suit" means a civil proceeding in which:
1. Damages because of "bodily injury" or "property damage"; or
 2. A "covered pollution cost or expense", to which this insurance applies, are alleged.
- "Suit" includes:
- a. An arbitration proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the "insured" must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the insured submits with our consent.
- O. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
- P. "Trailer" includes semitrailer.

Policy Number
GWPKG0166404
 Renewal of Number
 GWPKG0166403

BUSINESS AUTO COVERAGE FORM DECLARATIONS
ARCH INSURANCE COMPANY

ITEM ONE

Named Insured and Mailing Address	Agent Name and Address
NORTH UTAH COUNTY WATER CONSERVANCY DISTRICT KENT EVANS 840 E. 250 N. AMERICAN FORK UT 84003	GRUNDY INSURANCE 400 HORSHAM ROAD HORSHAM PA 19044

Agent No. GW001

Policy Period From: 07-05-2016 To: 07-05-2017

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

ITEM TWO - SCHEDULE OF COVERAGES AND COVERED AUTOS

This policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those "autos" shown as covered "autos". "Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from the Covered Autos Section of the Business Auto Coverage Form next to the name of the coverage.

Coverages		Covered Autos**	Limit The most we will pay for any one accident or loss		Premium
Liability		8, 9	\$1,000,000		\$ 193
Personal Injury Protection***			Separately stated in each P.I.P. endorsement minus Deductible.		
Added Personal Injury Protection***			Separately stated in each P.I.P. endorsement.		
Property Protection Insurance (Michigan only)			Separately stated in each P.P.I. endorsement minus Deductible.		
Auto Medical Payments					
Uninsured Motorists					
Underinsured Motorists (When not included in UM Coverage)					
P H Y S I C A L	Comprehensive	8	Actual cash value or cost of repair, whichever is less minus	SEE ENDT ded. for each covered auto, but no deductible applies to loss caused by fire or lightning.****	
	Specified Causes of Loss			\$25 ded. for each covered auto for loss caused by mischief or vandalism.****	
	Collision Coverage	8		SEE ENDT ded. for each covered auto.****	
	Towing and Labor (Not available in California)			for each disablement of a private passenger "auto".	

Forms and Endorsements applying to this coverage part and made a part of this policy at time of issue:

SEE SCHEDULE OF FORMS AND ENDORSEMENTS

Tax/Surcharge/Fee	
Premium for Endorsements	
*Estimated Total Premium	\$ 193

* This policy may be subject to final audit

** Entry of one or more of the symbols from the COVERED AUTOS Section of the Business Auto Coverage Form shows which autos are covered autos

*** Or equivalent No-Fault Coverage

**** See ITEM FOUR for Hired or Borrowed "Autos"

This policy declaration and the supplemental declaration(s), together with the common policy conditions, coverage parts, coverage form(s) and forms and endorsements, if any, complete the above numbered policy.

Policy Number: **GWPKG0166404****BUSINESS AUTO DECLARATIONS (Continued)****ITEM THREE - SCHEDULE OF COVERED AUTOS YOU OWN****SEE SCHEDULE OF COVERED AUTOS YOU OWN****ITEM FOUR - SCHEDULE OF HIRED OR BORROWED COVERED AUTO COVERAGE AND PREMIUMS****LIABILITY COVERAGE - RATING BASIS, COST OF HIRE**

State	Estimated Cost of Hire for Each State	Rate Per Each \$100 Cost of Hire	Factor (If Liability Coverage is Primary)	Premium
UT	IF ANY	\$ 1.843		\$ 40
Total Premium				\$ 40

Cost of hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or employees or their family members). Cost of hire does not include charges for services performed by motor carriers of property or passengers.

PHYSICAL DAMAGE COVERAGE

Coverages	Limit of Insurance The Most We Will Pay Deductible		Estimated Annual Cost of Hire	Rate Per Each \$100 Annual Cost of Hire	Premium
Comprehensive	Actual cash value or cost of repair, or	whichever is less, minus \$ 100 ded. for each covered auto, but no deductible applies to loss caused by fire or lightning.	IF ANY	.310	
Specified Causes of Loss		whichever is less, minus \$25 ded. for each covered auto for loss caused by mischief or vandalism.			
Collision		whichever is less, minus \$ 500 ded. for each covered auto.	IF ANY	.460	
			Total Premium		

PHYSICAL DAMAGE COVERAGE for covered "autos" you hire or borrow is excess unless indicated below by "[X]"



If this box is checked, PHYSICAL DAMAGE COVERAGE applies on a direct primary basis and for purposes of the condition entitled OTHER INSURANCE, any covered "auto" you hire or borrow is deemed to be a covered "auto" you own.

BUSINESS AUTO DECLARATIONS (Continued)

Named Insured's Business	Rating Basis	Number	Premium
Other than Social Service Agency	Number of Employees	5	\$ 153
	Number of Partners		
Social Service Agency	Number of Employees		
	Number of Volunteers		
		Total Premium	\$ 153

Estimated Yearly <input type="checkbox"/> Gross Receipts <input type="checkbox"/> Mileage	Rates		Premium	
	<input type="checkbox"/> Per \$100 of Gross Receipts <input type="checkbox"/> Per Mile			
	Liability Coverage	Auto Medical Payments	Liability Coverage	Auto Medical Payments
		Total Premiums		
		Minimum Premiums		

Mileage means the total of all live and dead mileage developed by all the "autos" you leased or rented to others during the policy period.

COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail, or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

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

C. Examination Of Your Books And Records

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

D. Inspections And Surveys

1. We have the right to:
 - a. Make inspections and surveys at any time;

- b. Give you reports on the conditions we find; and

- c. Recommend changes.

2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
 - a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.

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

4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

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

F. Transfer Of Your Rights And Duties Under This Policy

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

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYEES AS INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

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

The following is added to the Section II - Liability Coverage, Paragraph A.1. Who Is An Insured Provision:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CALCULATION OF PREMIUM

This endorsement modifies Insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/ COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

The following is added:

The premium shown in the Declarations was computed based on rates in effect at the time the policy was issued. On each renewal, continuation, or anniversary of the effective date of this policy, we will compute the premium in accordance with our rates and rules then in effect.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UTAH CHANGES

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

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

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

A. Changes In Liability Coverage

1. Paragraph b.(6) is added to the **Who Is An Insured** Provision in the Business Auto Coverage Form by the following and supersedes any provision to the contrary:

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

(6) Your customers, if your business is shown in the Declarations as a rental company. However, if a customer of yours has no other valid and collectible insurance, they are an "Insured", but only up to \$65,000 for each "accident", which is the minimum combined single limit of liability specified by UTAH CODE ANN. Section 31A-22-304.

Rental company means any person or organization in the business of providing private passenger motor vehicles to the public under the terms of a rental agreement.

B. Changes In Conditions

1. The **Legal Action Against Us** Condition does not apply.

2. **Transfer Of Rights Of Recovery Against Others To Us** is changed by adding the following:

a. We shall be entitled to a recovery only after the "Insured" has been fully compensated for damages.

b. 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.

3. The **Concealment, Misrepresentation or Fraud** Condition is replaced by the following:

FRAUD OR MISREPRESENTATION

Subject to UTAH CODE ANN. Section 31A-21-105, this Coverage Form may be voided in the event of fraud or misrepresentation by you or any other "Insured" relating to:

a. This Coverage Form;

b. The covered "auto";

c. Your interest in the covered "auto"; or

d. A claim under this Coverage Form.