

MIAMI VALLEY RISK MANAGEMENT ASSOCIATION

Kettering, Ohio

LIABILITY COVERAGE DOCUMENT 2021LY33A

Adopted by MVRMA Board: 12/21/20

DECLARATIONS PAGE

This Declarations Page with coverage provisions and endorsements, if any, issued to form a part thereof, completes the below numbered Coverage Document.

Item 1. Named Members Miami Valley Risk Management Association and City of
Beavercreek, City of Bellbrook, City of Blue Ash, City of
Centerville, City of Englewood, City of Fairfield, Village
of Indian Hill, City of Kettering, City of Madeira, City of
Mason, City of Miamisburg, City of Montgomery, City of
Piqua, City of Sidney, City of Springdale, City of Tipp
City, City of Troy, City of Vandalia, City of West
Carrollton, City of Wilmington, and City of Wyoming.

Item 2. Document Number 2021LY33A

Item 3. Coverage Period From: January 1, 2021 To: January 1, 2022
12:01 A.M. Standard Time at the mailing address of the
Member

Item 4. Description Coverage A Personal Injury Liability
Coverage B Property Damage Liability
Coverage C Public Officials Errors and Omissions
Liability
Coverage D Unfair Employment Practices Liability
Coverage E Employee Benefit Liability
Coverage F Employer Stop Gap Liability

Item 5. Limits (1) The limit of the **Association's** liability are:
 (a) Coverages A, B, C, D, E and F: \$12,000,000 any
 one **Occurrence** or **Wrongful act** or series of
 continuous, repeated or related **occurrences** or
 wrongful acts.

(2) The Annual Aggregate limits of the **Association's**
liability are as follows:
 (a) Products/Completed Operations: \$12,000,000;

- (b) Coverage C & Coverage E Combined: \$12,000,000;
- (c) Coverage D: \$12,000,000.
- (d) Coverage F: \$12,000,000.

Annual Aggregate limits specified above apply separately to each *Member*.

Item 6. Member Deductible \$2,500.00 per occurrence

Item 7. Endorsements Endorsements attached to this coverage document at inception include: 1-21 Additional Covered Person or Entity – Independent Contractors, 2-21 Additional Covered Person or Entity – Manager or Lessors of Premises, 3-21 Additional Covered Persons or Entity – Designated Person or Organization, 4-21 Police Impound Lot Property Damage Liability Coverage, 5-21 Schedule of Community Improvement Corporations to Amend Persons or Entities Covered, 6-21 Health Care Provider Professional Acts, Errors or Omissions Coverage, 7-21 Dam Liability Coverage, 8-21 Schedule of Joint Venture to Amend Persons or Entities Covered, 9-21 Schedule of EMS Directors for Administrative Duties, 10-21 Schedule of Municipal Courts to Amend Persons or Entities Covered, 11-21 Excess Insurance Coverage for Fireworks or Pyrotechnics Displays or Events, 12-21 Limited Coverage for Designated Unmanned Aircraft, 13-21 Coverage Related to “Specialized Law Enforcement Operations” Pursuant to “Hamilton County, Ohio Amended and Restated Mutual Aid Agreement for Law Enforcement, 14-20 Retroactive Date Endorsement.

MIAMI VALLEY RISK MANAGEMENT ASSOCIATION

**By: /s/ Thomas L. Judy
Thomas L. Judy
Executive Director**

PURPOSE

The purpose of this document is to define the limits and the scope of coverage for which Miami Valley Risk Management Association (*Association*) would be financially responsible under its liability program. Read the entire document carefully to determine rights, duties, and what is and is not covered. Words and phrases, which have special meaning, appear in *italic* and are defined in the Definition Section.

COVERAGE

Coverage A	Personal Injury Liability
Coverage B	Property Damage Liability
Coverage C	Public Officials Errors and Omissions Liability
Coverage D	Unfair Employment Practices Liability
Coverage E	Employee Benefit Liability
Coverage F	Employer Stop Gap Liability

The *Association* will pay on behalf of covered persons or entities, subject to its Limits of Liability, the *ultimate net loss*, in excess of the Deductible (see Declarations Page), which the covered person or entity shall become legally obligated to pay as *damages* because of *claims* to which this coverage document applies caused by an *occurrence* or a *wrongful act*. This coverage applies only to *occurrences* or *wrongful acts* that occur during the coverage period as shown on the Declarations Page, and/or any retroactive date endorsement, and within the coverage territory. The *Association* will pay, subject to the Limits of Liability, on behalf of Covered Persons or Entities the *ultimate net loss*, in excess of the Deductible (see Declarations Page), which the Covered Person or Entity shall become legally obligated to pay as *damages* because of bodily injury or property damage resulting from the ownership, maintenance or use of an automobile owned by, leased to, rented by, on or behalf of a Member. No uninsured or under insured motorist coverage is provided under this Document for any occurrence with an uninsured or underinsured motorist.

DEFENSE COSTS

The *Association* has the right and duty to defend, appeal, at its sole discretion, and control any *claim* or suit arising out of any *occurrence* or *wrongful act* seeking *damages* to which this coverage applies. In such event, the *Member* and/or covered persons or entities shall cooperate fully. If a *claim* is made or a suit is brought, the *Member* shall notify the *Association* in writing. The *Association* will investigate any covered *occurrence* or *wrongful act* and in accordance with the *Association* policies and procedures, defend and/or settle any covered *claim* or suit that may result.

If a settlement is made or a judgment is entered against a covered person or entity for a covered *claim*, the *Association* shall pay the amount of the *Ultimate Net Loss*, excess of the deductible, up to the limits set forth in the Declarations Page.

The *Association* shall not be responsible for any further *ultimate net loss* after the applicable limit of liability set out in Item 5 of the Declarations has been exhausted by the payment of *ultimate net loss*. It is further agreed that the *Association* has no obligation to incur or pay any cost, or investigate, or defend or settle any *claim* unless the allegations contained in the *claim* are covered by this coverage document. Should the covered person or entity retain its own counsel to assist the covered person or entity in the defense of any *claim*, the *Association* shall have no obligation to pay any cost or expenses resulting from the retention of counsel by the covered person or entity. Retention of its own counsel by a covered person or entity shall not in any manner effect or diminish the *Association's* exclusive right to control the defense or settlement of any *claim* or suit.

THE ASSOCIATION'S LIMIT OF LIABILITY

- A. Regardless of the number of (1) covered persons or entities under this coverage document, (2) persons or organizations who sustain injury or damage, or (3) *claims* made or *suits* brought; and
- B. Subject to Paragraph C. below, the Limits set forth in Item 5 (1) of the Declarations Page applies as follows, regardless of the number of covered persons or entities:
1. *Coverage A. Personal Injury Liability and Coverage B. Property Damage Liability* limits – The *Personal Injury Liability* and *Property Damage Liability* limits are the most the *Association* will pay, excess of the Member Deductible set forth in the Declarations Page, for all *Ultimate Net Loss* because of all *Personal Injury* or *Property Damage* arising out of any one *Occurrence*.
 2. *Coverage C. Public Officials Errors and Omissions Liability* limit –The *Public Officials Errors and Omissions* limit is the most the *Association* will pay, excess of the Member Deductible set forth in the Declarations Page, for all *Ultimate Net Loss* because of all *Public Officials Errors and Omissions* arising out of any one *Wrongful Act*.
 3. *Coverage D. Unfair Employment Practices Liability* limit – The *Unfair Employment Practices Liability* limit is the most the *Association* will pay, excess of the Member Deductible set forth in the Declarations Page, for all *Ultimate Net Loss* because of all *Unfair Employment Practices* liability arising out of any one *Wrongful Act*.
 4. *Coverage E. Employee Benefit Liability* limit – The *Employee Benefit Liability* limit is the most the *Association* will pay, excess of the Member Deductible set forth in the Declarations Page, for all *Ultimate Net Loss* because of all *Employee Benefit Liability* arising out of any one *Wrongful Act*.
 5. *Coverage F. Employer Stop Gap Liability* limit – The *Employer Stop Gap Liability* limit is the most the *Association* will pay, excess of the Member Deductible set forth in the Declarations Page, for all *Ultimate Net Loss* because of all *Employer Stop Gap Liability* arising out of any one *Occurrence* or *Wrongful Act*.
- C. With respect to *Coverage A. Personal Injury*, *Coverage B. Property Damage*, *Coverage C. Public Officials Errors and Omissions*, *Coverage D. Unfair Employment Practices*, *Coverage E. Employee Benefit Liability*, and *Coverage F Employer Stop Gap Liability*, or any combination thereof, the *Association's* liability shall be limited to the *Ultimate Net Loss* as the result of any one *Occurrence* or *Wrongful Act*, not exceeding the limit set forth in Item 5 (1) of the Declarations Page for all covered persons or entities.

D. Subject to A. above, the aggregate limits set forth in item 5 (2) of the Declarations Page apply as shown below:

1. *Products-Completed Operations Hazard* Aggregate: The *Products-Completed Operations Hazard* Aggregate limit of this Coverage Document is the most the Association will pay under Coverage A. Personal Injury Liability and Coverage B. Property Damage Liability for all *Ultimate Net Loss* because of *Personal Injury* or *Property Damage* included in the *Products-Completed Operations Hazard* for all *Occurrences* during the Coverage Period set forth in the Declarations Page.
2. Coverage C. Public Officials Errors and Omissions Liability and Coverage E. Employee Benefit Liability Combined Aggregate: The Public Officials Errors and Omissions Liability and Employee Benefit Liability Aggregate limit of this Coverage Document is the most the Association will pay for all *Ultimate Net Loss* because of *Public Officials Errors and Omissions* and *Employee Benefit Liability* for all *Wrongful Acts* during the Coverage Period set forth in the Declarations Page.
3. Coverage D. Unfair Employment Practices Liability Aggregate: The Unfair Employment Practices Liability Aggregate limit of this coverage document is the most the Association will pay for all *Ultimate Net Loss* because of *Unfair Employment Practices* for all *Wrongful Acts* during the Coverage Period, set forth in the Declarations Page.
4. Coverage F. Employer Stop Gap Liability Aggregate: The Employer Stop Gap Liability Aggregate limit of this coverage document is the most the Association will pay for all *Ultimate Net Loss* because of *Employer Stop Gap Liability* for all *Occurrences* or *Wrongful Acts* during the Coverage Period, set forth in the Declarations Page.

These Aggregate Limits of Liability set forth in Item 5(2) of the Declarations Page apply separately to each “Member”.

For the purpose of determining the limit of the Association’s liability, all *ultimate net loss* arising from *damages* for covered *claims* arising out of continuous, repeated, or related exposure to substantially the same general conditions shall be considered as arising out of one *occurrence* or *wrongful act*, as the case may, and shall be deemed to have taken place during the last Coverage Period in which *damages* last occurred and only that limit of liability shall apply.

For the purpose of determining the limit of the Association’s liability, all *ultimate net loss* arising from unwelcome or offensive verbal or physical conduct against another, including sexual abuse or sexual molestation and any alleged failure to prevent such conduct, whether committed by the same perpetrator or two or more perpetrators acting in concert and

without regard to the number of incidents taking place, or the number of claimants involved, shall be considered as arising out of one *occurrence* or *wrongful act*, as the case may be, and shall be deemed to have taken place during the last coverage period in which the *occurrence* or *wrongful act* last occurred and only that limit of liability shall apply.

COVERAGE TERRITORY

This coverage document applies to an *occurrence* or *wrongful act* occurring during the Coverage Period in the United States of America, its territories or possessions, the Commonwealth of Puerto Rico, the District of Columbia and Canada; but shall also include incidental exposures elsewhere.

COVERED PERSONS OR ENTITIES

- (A) The *Member*.
- (B) Those individuals who were or now are elected or appointed officials of the *Member*, including persons constituting its governing body, volunteers of the *Member*, trustees and persons serving on, or participating in, any other committees, boards or commissions of the *Member*, and any volunteers of such committees, boards or commission, while acting in good faith for or on behalf of the *Member* and within the course and scope of their employment or assigned duties.
- (C) Present employees or *contract employees* of the *Member* while acting in good faith for or on behalf of the *Member* in the course and scope of their employment.
- (D) Past employees or *contract employees* of the *Member* while they were acting in good faith for or on behalf of the *Member* in the course and scope of their employment.
- (E) Any person operating an *automobile* owned by, leased to, rented by, or on behalf of, a *Member*, within the permission granted by the *Member* or within the permission granted by an employee or elected or appointed official of the *Member* to whom the *automobile* has been entrusted by the *Member*. Persons or entities covered shall not apply to any person who, at the time of the occurrence, does not possess a valid license to operate a motor vehicle. Persons or entities covered shall not apply to any person or organization, or to any agent or employee thereof, while working in a business of selling, servicing, repairing, delivering, testing, road testing, parking or storing *automobiles*, unless such work is performed by the *Member*.
- (F) Community Improvement Corporations, including their governing boards and volunteers, designated by the *Member* to perform governmental functions under ORC 1724.10 and which have been expressly scheduled by Endorsement to this Coverage Document.

EXCLUSIONS

This coverage document does not apply:

- (A) To any obligation for which the *Member* or any carrier as the insurer for the *Member* may be held liable under any workers' compensation, occupational disease, unemployment compensation or disability benefits law, or under any similar law. To *bodily injury* to any employee of the *Member* arising out of and in the course of his or her employment by the *Member*, which is one that is, would be, or could be covered by the workers' compensation laws of the State of Ohio.
- (B) Reserved.
- (C) To any liability for *Property Damage* to:
 - (1) Real Property occupied by or leased to the *Member*, its agents or subcontractors;
 - (2) Real or Personal Property used by the *Member*, its agents or subcontractors; or
 - (3) Real or Personal Property in the *Member's*, its agent's or subcontractor's care, custody or control or as to which the *Member*, its agent or subcontractor is for any purpose, exercising control.
- (D) As respects liability assumed by the *Member* under any contract:
 - (1) To any *Personal Injury* or *Property Damage* for which the covered person or entity 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*:
 - (a) That the covered person or entity would have in absence of the contract or agreement; or
 - (b) For *Bodily Injury* or *Property Damage* assumed in a contract or agreement that is a *Covered Contract*, provided the *Bodily Injury* or *Property Damage* occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in a *Covered Contract*, reasonable attorney fees and necessary litigation expenses incurred by or for a party other than a covered person or entity are deemed to be *Damages* because of *Bodily Injury* or *Property Damage*, provided:
 - (i) Liability to such party for, or the cost of, that party's defense has also been assumed in the same *Covered Contract*; and
 - (ii) Such attorney fees and litigation expenses are for defense of that party against a civil or alternate dispute resolution proceeding in which *Damages* to which this coverage document applies are alleged.

- (2) To any *claim*, judgment or agreement from any arbitration proceeding wherein the *Association* is not entitled to exercise with the covered person or entity the covered person's or entity's rights in the choice of arbitrators, and in the conduct of such proceedings.
 - (3) To indemnifying for the party's own negligence with respect to the *Covered Contract*.
- (E) To *Personal Injury* or *Property Damage* liability arising out of:
- (1) The ownership, maintenance, loading or unloading, use or operation of any *aircraft*, airfields, runways, hangars, buildings or other properties in connection with aviation activities;
 - (2) Skydiving, hot air ballooning, hang gliding, or other similar aerial activities.

However, in connection with airfields, runways, hangers, buildings or other properties in connection with aviation activities, this exclusion shall not apply to those areas open to the public for the purpose of entering, leaving, or using the airport facilities, including parking lots and garages; and as respects vendors and tradesmen, this coverage shall be excess over any valid and collectible insurance. "Loading" and "unloading" of *aircraft* as set forth above shall not apply to paramedics, nurses or emergency medical technicians employed or acting on behalf of the *Member*.

- (F) To *Personal Injury* or *Property Damage* or *Public Officials Errors and Omissions Liability* arising out of a covered person's or entity's ownership, maintenance, use or entrustment to others of any *unmanned aircraft system*. Use includes operations and loading or unloading. This exclusion applies even if the claims against any covered person or entity allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that covered person or entity, if the occurrence which caused the *Personal Injury* or *Property Damage* involved the covered person's or entity's ownership, maintenance, use or entrustment to others of an *unmanned aircraft system*.

As used in this exclusion, an *unmanned aircraft system* owned, maintained, used or entrusted by a covered person or entity shall include any *unmanned aircraft system* owned, maintained, used or entrusted by any third party under any contract, lease, or any other arrangement, between said third party and a covered person or entity on behalf of, or for the benefit of, a covered person or entity.

As used in this exclusion, loading or unloading means the handling of property:

- a. After it is moved from the place where it is accepted for movement into or onto an *unmanned aircraft*;

- b. While it is in or on an *unmanned aircraft*; or
 - c. While it is being moved from an *unmanned aircraft* to the place where it is finally delivered; but loading and 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 *unmanned aircraft*.
- (G) To *Personal Injury* or *Property Damage* due to the use or operation by or on behalf of the *Member* as respects:
- (1) Any hospital, nursing home or assisted living facility;
 - (2) Any health care provider because of his or her professional acts, errors or omissions, except for paramedics, emergency medical technicians, medical examiners or nurses, but then only when in the employ or volunteer capacity of the *Member*;
 - (3) Any clinic or infirmary that has a) overnight facilities; or b) that performs invasive surgery of any kind; or
 - (4) Any pharmacy.
- (H) To *claims* or loss or *damage* or any liability arising out of or in connection with the principles of eminent domain, mandamus to compel eminent domain, the “taking” of property, any violations of civil rights resulting from the “taking” of property, condemnation proceedings or inverse condemnation by whatever name regardless of whether such *claims* are made directly against a covered person or entity or by virtue of any agreement entered into, by or on behalf of a covered person or entity.
- (I) To liability arising out of the failure to supply a specific amount of electrical power, fuel, or steam or to liability arising out of the interruption of or fluctuations or variability in the supply of electrical power, fuel, or steam.
- (J) To *personal injury* or *property damage* arising out of the ownership, maintenance, operation, use, loading or unloading of (1) any *watercraft* owned or operated by or rented or loaned to a covered person or entity, or (2) *watercraft* operated by any person in the course of his employment by the *Member*.

However, this exclusion shall not apply to any owned *watercraft* less than or equal to 30 feet or any non-owned *watercraft* less than or equal to 50 feet in length or to any *watercraft* while ashore or on premises owned or controlled by the *Member*.

- (K) To *Personal Injury*, *Property Damage* or *Public Officials Errors and Omissions*:
- (1)
 - (a) With respect to which the covered person or entity is also an insured under a nuclear energy liability policy issued by the Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, any similar policy or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

- (b) Resulting from the *hazardous properties of nuclear material* and with respect to which (i) any person or any organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, (ii) the covered person or entity 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.
 - (c) With respect to expenses incurred resulting from the *hazardous properties of nuclear material* and arising out of the operation of a *nuclear facility* by any person or organization.
- (2) Under any liability coverage, to injury, sickness, disease, death or destruction, *bodily injury* or *property damage* resulting from the *hazardous properties of nuclear material*, if:
- (a) The *nuclear material* (i) is at any *nuclear facility* owned by the *Member* or operated by or on behalf of, a covered person or entity, or (ii) has been discharged or dispensed 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 a covered person or entity; or
 - (c) The injury, sickness, disease, death or destruction, *bodily injury* or *property damage* arises out of the furnishing by a covered person or entity of services, materials, parts or equipment in connection with the planning, construction, maintenance, operating or use of any *nuclear facility*, but if such facility is located within the United States of America, its territories, or possessions or Canada, this exclusion, (2)(c) applies only to injury to or destruction of Property to such *nuclear facility* and any property there at.
- (3) As used in this exclusion:
- (a) “*hazardous properties*” includes radioactive, toxic or explosive properties;
 - (b) “*nuclear material*” means source material, special nuclear material or by-products material;
 - (c) “*source material*”, “*special nuclear material*” and “*by-product material*” have the meanings given them in the Atomic Energy Act of 1954 or any law amendatory thereof;
 - (d) “*spent fuel*” means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;
 - (e) “*waste*” means any waste material (i) containing by-products 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 contents and (ii) resulting from the operation by any person or organization of a nuclear facility included within the definition of *nuclear facility* below;
 - (f) “*nuclear facility*” means:

- (i) any *nuclear reactor*;
- (ii) 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 *wastes*;
- (iii) any equipment or device used for the processing, fabricating, or alloying of *special nuclear material* if at any time the total amount of such material in the covered person's or entity's custody at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
- (iv) any structure, basin, excavation, premises or place prepared or used for 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.
- (g) "*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; and
- (h) with respect to injury to or destruction of property, the word "*injury*" or "*destruction*" includes all forms of radioactive contamination of property.
- (i) "*property damage*" includes all forms of radioactive contamination of property.

(L)

- (1) To any *claim for personal injury, or property damage, or public officials errors and omissions* arising out of the discharge, dispersal, release or escape of *pollutants*, anywhere in the world;
- (2) To any obligation to defend any suit or *claims* against a covered person or entity *Member* alleging *personal injury, or property damage, or public officials errors and omissions* and seeking *damages*, if such suit or *claim* arises from *personal injury, or property damage, or public officials errors and omissions* arising out of the discharge, dispersal, release or escape of *pollutants*, anywhere in the world;
- (3) To any loss, cost or expense arising out of any governmental direction or request that a covered person or entity test for, monitor, clean up, remove, contain, treat, detoxify or neutralize *pollutants*;
- (4) To any loss, cost or expense incurred by a governmental unit or other third party, including but not limited to cost of investigation and monitoring, and attorneys' fees, relating to activities in connection with efforts to test for, monitor, clean up, remove, contain, trace, detoxify or neutralize *pollutants*.

Notwithstanding the above exclusion the following shall be excepted from this exclusion:

- (a) Hostile fire. Hostile fire means one, which becomes uncontrollable or breaks out from where it was intended to be;
- (b) Collision, upset, or overturn of any *automobile*: For the purpose of this exclusion an *automobile* shall mean any licensed vehicle operated on public roads and highways and any mobile equipment;

- (c) Chlorine leaks and pesticide/herbicide applications; and
- (d) Sanitary or storm sewer backups.

- (1.) As respects to sanitary sewer and/or storm sewer backup claims caused by a weather event, an *occurrence* shall mean bodily injury or property damage arising directly or indirectly out of storm or waste sewage backup, escape or release if such claim was:
 - (i) the result of the same weather event taking place during a period of no greater than 72 consecutive hours; and
 - (ii) demonstrable as having commenced at a time and date identifiable during the Coverage Period.
- (2.) As respects to sanitary sewer and/or storm sewer back up claims caused by a collapse or a failure of a sanitary or storm sewer, an *occurrence* shall mean *bodily injury* or *property damage* arising directly or indirectly out of the storm or waste sewage backup, escape or release if such claim was:
 - (i) the result of a storm or sanitary sewer collapse or failure caused by negligent maintenance or operation of the sanitary or storm sewer; and
 - (ii) demonstrable as having collapsed or failed at a time and date identifiable during the Coverage Period.

“*Pollutants*” means any actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. “*Pollutants*” shall not include potable water, water distributed to the consumers intended to be potable water, agricultural water or water furnished for commercial users. Waste includes materials to be recycled, reconditioned or reclaimed. Waste shall not include water, whether recycled, reconditioned or reclaimed.

(M)

- (1) To any *damages*, losses, costs or expenses that may be awarded or incurred by reason of any *claim* or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the *lead hazard, asbestos hazard or silica hazard*; or
- (2) To any *damages*, losses, costs or expenses that arise out of any request, demand or order to test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of lead hazard, asbestos hazard or silica;
- (3) To any *damages*, losses, costs or expenses that arise out of any *claim* or suit for *damages* because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in way responding to or assessing the effects of *lead hazard, asbestos hazard or silica*; or

- (4) To any *damages*, losses, costs or expenses arising from or related to any government direction or request that a covered person or entity test for, monitor, clean up, remove, contain, treat, detoxify or neutralize any *lead hazard, asbestos hazard or silica hazard*.

As used in this exclusion, “*lead hazard, asbestos hazard or silica hazard*” means an exposure or threat of exposure to the actual or alleged properties of lead, asbestos or silica and includes the presence of lead, asbestos or silica in any form.

- (N) As respects any liability imposed upon a covered person or entity (or which is imputed to a covered person or entity) under the “Employee Retirement Income Security Act of 1974” and any law amendatory thereof.
- (O) To any liability arising out of the rupture, bursting, overtopping, accidental discharge or partial or complete structural failure of any *dam*.
- (P) To any liability for *property damages* arising out of *subsidence*.
- (Q) Under Coverage C, Public Officials Errors and Omissions Liability, for:
- (1) *Personal injury or property damage* as defined in the coverage document;
 - (2) Demands due to back wages and benefits, front wages, or overtime, future benefits, severance obligations, or similar demands, even if liquidated *damages* under any federal, state, or local statute, rule or regulation; or demands due to any collective bargaining agreements, provided, however, that amounts payable as *damages* for: back wages and back benefits, front wages and future benefits that arise from an otherwise covered *claim* are covered up to a limit of liability of \$75,000.00 per claim and \$75,000.00 in the annual aggregate;
 - (3) The collection, refund, disbursement or application of any taxes; any refund, assessment or adjustments of taxes, fees or assessments; and/or failure to anticipate shortfalls of tax revenue or other revenue, any disgorgement or restitution of any amounts alleged to have been wrongfully collected or retained, whether as fees, taxes, assessments or otherwise;
 - (4) (a) Liability of a covered person or entity arising in whole or in part, out of any covered person or entity obtaining remuneration or financial gain to which the covered person or entity was not legally entitled or (b) liability arising out of the willful violation of a penal code or ordinance committed by or with the knowledge or consent of any covered person or entity; except that any fact pertaining to any other covered person or entity shall not be imputed to any other covered person or entity for the purpose of determining application of these exclusions (Q)4(a) and (Q)4(b);
 - (5) Liability of any covered person or entity arising out of estimates of probable costs or cost estimates being exceeded or for faulty preparation of bid specifications or for faulty preparation of bid specifications or plans or failure

to award contracts in accordance with statute or ordinance which under law must be submitted for bids;

- (6) Injury to, destruction or disappearance of any tangible property (including money) or the loss of use thereof;
- (7) Failure to perform or breach of a contractual obligation;
- (8) Liability arising out of knowingly violating any statute, law, act, or ordinance, whether Federal, State, City, County or District;
- (9) Liability arising out of the willful commission of a crime; or
- (10) Liability arising out of or in connection with *subsidence*.
- (11) Liability arising out of claims or demands seeking restitution of monies, or benefits, alleged to be wrongfully retained or received, or alleging unjust enrichment of a covered person or entity.

(R) Under Coverage D, Unfair Employment Practices Liability, for:

- (1) Strikes and Lockouts. This coverage document does not apply to any *claim* or *claims* for loss arising out of a lockout, strike, picket line, replacement or similar actions in connection with labor disputes or labor negotiations.
- (2) W.A.R.N. Act. This coverage document does not apply to any *claim* or *claims* for loss arising out of the Workers Adjustment and Retraining Notification Act, Public Law 100-379 (1988), or any amendment thereto, or any similar federal, state or local law.
- (3) Any *claim* or *claims* for *occurrence* incurred by a covered person or entity to modify any building or property in order to make said building or property more accessible or accommodating to any disabled person; however, *damages* from failure to make such an accommodation shall be a covered unfair employment practice.
- (4) Demands due to back wages and benefits, front wages, or overtime, future benefits, severance obligations, or similar demands, even if liquidated *damages* under federal, state, or local statute, rule or regulation; or demands due to any collective bargaining agreements, provided, however, that amounts payable as *damages* for: back wages and back benefits, front wages and future benefits that arise from an otherwise covered *claim* are covered up to a limit of liability of \$75,000.00 per claim and \$75,000.00 in the annual aggregate.

(S) Under Coverage E, Employee Benefit Liability:

- (1) For *personal injury* or to injury to or destruction of any tangible property, including the loss of use thereof;
- (2) To advice given by a covered person or entity to an employee to participate or not in any investment or savings plan;
- (3) To any act, error or omission occurring before the effective date of the coverage document. This only applies if, as of the effective date, you knew or could have reasonably foreseen that such act, error or omission might be expected to be the basis of a *claim* or suit;

- (4) To any *claim* which results from an activity, act or omission of a third party administrator, a firm or person, other than an employee of the *Member*, who administers the *Member's employee benefit program*;
- (5) To any *claim* for benefits that are lawfully paid or payable to a beneficiary from the funds of *claim* that results from not having adequate insurance or bonds to protect the assets of an *employee benefit program*;
- (6) Based upon changes in the ultimate cost or level of any benefit program available to any employee of the *Member* or changes made to any benefit program resulting from efforts of the *Member* to comply with any tax laws or other laws which results in changes to the benefits available to any employee of the *Member*;
- (7) In respect of any *claim* for failure or performance of a contract by any Insurer, or to any *claim* based upon failure of stocks, bonds or other securities to produce financial gain, profit or growth as represented by the *Member*;
- (8) For injury caused by a fraudulent, criminal or malicious act of a covered person or entity;
- (9) In respect of any *claim* made against a covered person or entity based upon the Employee Retirement Income Security Act of 1974, public law 93-406, commonly referred to as the Pension Reform Act of 1974, and amendments thereto, or similar provisions of any federal, state or local statutory law or common law; or
- (10) In respect of any *claim* based upon the failure to comply with any law concerning Workers' Compensation, Unemployment Insurance, Social Security or Disability Benefits.
- (11) For demands due to back wages and benefits, front wages, or overtime, future benefits, severance obligations, or similar demands, even if liquidated *damages* under federal, state, or local statute, rule or regulation; or demands due to any collective bargaining agreements.

(T) To any loss, cost or expense directly or indirectly arising out of, resulting from or in any manner related to *Fungal Pathogens* or Bacteria whether or not there is another cause of loss that may have contributed concurrently or in any sequence to a loss. "*Fungal Pathogens*" as utilized herein, shall mean any fungus or Mycota, or any byproduct or type of infestation produced by such fungus or Mycota including but not limited to mold, mildew, mycotoxins, spores or biogenic aerosols. This exclusion does not apply to any *Fungal Pathogens* or bacteria that are on, or are contained in, a good or product intended for consumption. **Any claim arising out *Fungal Pathogens* or bacteria that are on, or are contained in, a good or product intended for consumption shall have a limit of liability of \$500,000 per occurrence. The Association's aggregate limit applicable to all such claims during any one coverage period under the coverage document shall be \$1,000,000 for all such claims brought against any and all Members, covered persons or entities in any one coverage period.**

(U) To any actual or alleged loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defense cost, cost, expense or any other amount incurred

by or accruing to the covered person or entity, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.

As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
3. the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress or damage to human health, human welfare or property damage.

Any claim excluded under this exclusion shall have a limit of liability of \$500,000 per occurrence. The Association's aggregate limit applicable to all such claims during any one coverage period under the coverage document shall be \$1,000,000 for all such claims brought against any and all Members, covered persons or entities in any one coverage period.

(V) To any loss, cost or expense arising out of or related to, either directly or indirectly, any *terrorist activity*, as defined herein, and any action taken to hinder, defend against or respond to any such activity. This exclusion applies regardless of any other cause or event that in any way contributes concurrently or in any sequence to the loss, cost or expense.

(W) To any liability arising out of or in connection with those causes of action or counts in any suit which do not contain demands or prayers for monetary damage, including, but not limited to, administrative appeals, writs of mandamus, injunctive actions, and declaratory judgment actions.

(X) To any liability arising out of or in connection with any *claim* or suit for punitive damages, exemplary damages, multiplied damages, or any fines or penalties, in whatever form assessed or denominated including the award of attorney fees arising out of punitive damages.

(Y) To any liability including all loss, costs or expense, arising out of or by any reason of:

- (1) The purchase, or sale, or offer of sale, or solicitation of any security, debt, bank deposit or financial interest or instrument;
- (2) Any representation made at any time in relation to the price or value of any security, debt, bank deposit or financial interest or instrument;

- (3) Any depreciation or decline in price or value of any security, debt, bank deposit or financial interest or instrument.
 - (4) Resulting as a consequence of or related to securities laws or regulations.
- (Z) To any liability including all loss, costs or expenses:
- (1) Arising directly or indirectly out of or contributed to by any actual or alleged violation of:
 - (a) The Securities Act of 1933;
 - (b) The Securities Exchange Act of 1934;
 - (c) The Public Utilities Holding Act of 1935;
 - (d) The Trust Indenture Act of 1939;
 - (e) The Investment Company Act of 1940; or
 - (f) Any State Blue Sky Laws
 - (2) Based upon common law principles of liability similar to any law listed in (1) above; or
 - (3) Involving, directly or indirectly:
 - (a) Debt security financing, including but not limited to bonds, notes and debentures; or
 - (b) The investment of, or the failure to invest, public funds, including but not limited to the use of derivative investment instruments.
- (AA) To injury or damage arising, directly or indirectly, out of *War*. This includes all loss, cost or expense, directly or indirectly arising out of, resulting as a consequence of or related to *War*.
- “*War*”, as utilized herein, shall mean war whether or not declared, civil war, martial law, insurrection, revolution, invasion, bombardment or any use of military force, usurped power or confiscation, nationalization or damage of property by any government, military or other authority. This exclusion shall apply whether or not there is another cause of loss which may have contributed concurrently or in any sequence to a loss.
- (AB) To any liability arising out of any unlawful destruction or failure to preserve, retain or produce any public record.
- (AC) To any liability arising out of, or in relation to, any fireworks or pyrotechnic display or event.
- (AD) To any defamatory statement or libelous publication made with actual knowledge that the statement or publication is false.
- (AE) To any liability arising out of any criminal act, provided however that the criminal conduct of one *Covered Person or Entity* shall not be imputed to any other *Covered Person or Entity*.

(AF) To any liability arising out of any Community Improvement Corporation operations or activities performing the functions of schools, transit authorities, utilities or housing authorities.

(AG) Under Coverage F, Employer Stop Gap Liability - Demands due to back wages and benefits, front wages, or overtime, future benefits, severance obligations, or similar demands, even if liquidated damages under federal, state, or local statute, rule or regulation; or demands due to any collective bargaining agreements.

The *Association* shall not pay any cost that results from the defense, investigation, and settlement of any *occurrence* or *wrongful act* arising out of any loss excluded herein.

DEFINITIONS

When used in this coverage document (including endorsements forming a part hereof):

- (A) “*Aircraft*” means a vehicle, excluding an *unmanned aircraft*, designed for the transport of persons or property principally in the air.
- (B) “*Association*” means the Miami Valley Risk Management Association.
- (C) “*Automobile*” means any land motor vehicle, trailer, or semi-trailer, which is subject to licensing requirements.
- (D) “*Bodily Injury*” means bodily harm, sickness or disease sustained by a person, including death resulting from any of these at any time.
- (E) “*Claim*” means a written demand received by a covered person or entity for money *damages*; the filing and/or service of suit papers against a covered person or entity for an *occurrence* or *wrongful act* to which this coverage applies.
- (F) “*Completed Operations Hazard*” includes *bodily injury* and *property damage* arising out of operations or reliance upon a representation or warranty made at any time with respect thereto, but only if the *bodily injury* or *property damage* occurs after such operations have been completed or abandoned and occurs away from premises owned by or rented to the *Member*. “*Operations*” include materials, parts or equipment furnished in connection therewith. *Operations* shall be deemed completed at the earliest of the following times:
 - (1) When all operations to be performed by or on behalf of the *Member* at the site of the operations have been completed; or
 - (2) When the portion of the work out of which the injury or *damage* arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as part of the same project.“*Operations*” which may require further service or maintenance work, or correction, repair or replacement because of any defect or deficiency, but which are

otherwise complete shall be deemed completed. The “*Completed Operations Hazard*” does not include *personal injury* or *property damage* arising out of:

- (1) Operations in connection with the transportation of property unless the *personal injury* or *property damage* arises out of a condition in or on a vehicle created by the loading or unloading thereof; or
- (2) The existence of tools, uninstalled equipment or abandoned or unused materials.

(G) “*Contract Employee*” means:

- (1) Any person who is under contract to the *Member* 100% of the time, or
- (2) Their only contract of employment is with the Named *Member*.

(H) “*Covered Contract*” means:

- (1) A contract for 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) An elevator maintenance agreement;
- (6) That part of any other contract or agreement to a *Member’s* business (including an indemnification of a municipality in connection with work performed for a municipality) under which a *Member* assumes the tort liability of another party to pay for *Bodily Injury* or *Property Damage* to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

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

- (a) That indemnifies a railroad for *Bodily Injury* or *Property Damage* arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
- (b) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (i) Preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, filed orders, change orders or drawings and specifications; or
 - (ii) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

(I) “*Dam*” means any artificial barrier together with appurtenant works, which does or may impound or divert water, and which either:

- (1) Is 25 feet or more in height from the natural bed of the stream or water course at the downstream toe of the barrier or from the lowest elevation of the outside limit of the barrier, if it is not across a stream channel or watercourse, to the maximum possible water storage elevation; or
 - (2) Has an impounding capacity of 50 acre-feet or more. Except that no structure specifically exempted from jurisdiction by the applicable State agency responsible for safety of *dams* shall be considered a *dam*, unless such structure is under the jurisdiction of any agency of the federal government.
- (J) “*Damages*” means the sum actually paid or payable in cash in the settlement or satisfaction of *claims* for which the covered person or entity is liable as defined in this coverage document. *Damages* do not include civil fines, civil penalties, civil forfeitures and/or statutory damages. Damages do not include any claim for attorney fees arising from any award of punitive damages, civil fines, civil penalties, civil forfeitures and/or statutory damages, or arising out of any award of non-monetary relief, including but not limited to mandamus or injunctive relief.
- (K) “*Defense Costs*” means attorney’s fees, costs and expenses and other fees, costs and expenses, including the premium costs for appeal bonds, incurred by the *Association* in connection with the investigation, adjustment, defense and appeal of a *claim* or suit covered hereunder.

However, “*Defense Costs*” do not include the office expenses of the *Association* or the covered person or entity nor the salaries of employees or officials of the *Association* or the covered person or entity.

- (L) Employee Benefit Liability, as respects Coverage E, the following Definitions apply:

“*Employee Benefits Liability*” shall mean legal liability of the *Member* which the *Member* shall become obligated to pay as *damages* because of any *claim* made against a covered person or entity due to any *wrongful act*, error or omission of a covered person or entity, or any other person for whose acts the *Member* is legally liable, in the administration of the *Member’s Employee Benefits Programs* as defined herein.

“*Employee Benefits Programs*” means a program providing some or all of the following benefits to employees, whether provided through a cafeteria plan, pre-tax plan or otherwise: (a) Group life insurance, group accident or health Insurance; dental, vision, and hearing plans; and flexible spending accounts; provided that no one other than an employee may subscribe to such benefits and such benefits are made generally available to those employees who satisfy the plan’s eligibility requirements; (b) Profit-Sharing plans, employee savings plans, pension plans, and employee stock subscription plans equally available to all full-time employees, provided that no one other than an employee may subscribe to such benefits and such benefits are made generally available to all employees who are eligible under

the plan for such benefits; (c) Workers' Compensation, unemployment insurance, Social Security benefits, disability benefits, retirement plans and dependent care assistance plans; (d) Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies; and (e) any other similar *Employees Benefit Plans*.

“Administration,” wherever used, shall mean:

- (1) Providing information to employees, including their dependents and beneficiaries, with respect to eligibility or scope of the *Employee Benefits Programs*;
- (2) Handling of records in connection with the *Employee Benefits Programs*; and
- (3) Affecting enrollment, termination or cancellation of employees or omission of employees in the administration (as defined herein) of the *Member's Employee Benefits Program* (as defined herein) occurring during the term of coverage provided by the coverage document.

However, *Administration* does not include handling payroll deductions.

“Damages” means those *damages* which are payable because of injury to rights or interest of employees or their beneficiaries in the *Employee Benefits Program*.

(M) “Member” means the members of the *Association*.

(N) “Occurrence” means:

- (1) An accident or event that happens within the coverage period, including injurious exposure to conditions, which results, in *bodily injury* or *property damage*, which is neither expected nor intended from the *Member's* standpoint unless the *bodily injury* or *property damage* results from the use of reasonable force to protect persons or property;
- (2) With respect to *personal injury* (except *bodily injury*), one or a series of related offenses committed during the coverage period, including injurious exposure to conditions, which results in *personal injury*, which is neither expected nor intended from the covered person's or entity's standpoint unless the *personal injury* results from the use of reasonable force to protect persons or property.

(O) “Payload” means any property installed on, carried on-board, or being loaded onto or unloaded from, an *unmanned aircraft*. *Payload* includes but is not limited to cameras or other equipment enhancing the utility of the *unmanned aircraft* or products loaded prior to the flight, dispensed during flight from or removed after flight from, an *unmanned aircraft*.

(P) “Personal Injury” means *Bodily injury*, including disability, shock, mental anguish, emotional distress, mental injury, or death, including care and loss of services resulting from any of the following:

- (1) False arrest, false imprisonment, wrongful detention, or malicious prosecution;
 - (2) Wrongful entry into, or eviction of any person from, a room, dwelling or premises that a person occupies, or other invasion of the right of private occupancy;
 - (3) A publication or utterance that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, or reputation;
 - (4) A publication or utterance that violates a person's right of privacy;
 - (5) Misappropriation of advertising ideas;
 - (6) Infringement of copyrighted materials, trade dress, or slogans, provided however such infringement must occur in the *Member's* advertisement, trade dress or slogan.
 - (7) Discrimination, retaliation, or other statutory violations based upon race, religion, nationality, national origin, color, creed, sex, disability or age; or
 - (8) Assault and battery not committed by, at the direction of, or with the consent of the *Member*. However, this limitation does not apply if committed or directed for the purpose of protecting persons from injury or death, or property from damage provided that such actions are not deemed in violation of criminal law;
 - (9) Violations of constitutional rights arising under the United States Constitution, unless otherwise excluded, including, but not limited to, claims of arrest without probable cause, unreasonable use of force, failure to provide medical care for a serious medical need of persons in custody and wrongful conviction.
- (Q) “*Products Hazard*” means *bodily injury* and *property damage* arising out of the *Member's* products or reliance upon a representation or warranty with respect thereto, but only if the *bodily injury* or *property damage* occurs away from premises owned by or rented to the *Member* and after physical possession has been relinquished to others.
- (R) “*Property Damage*” means (1) physical injury to or destruction of tangible property which occurs during the coverage period, including the loss of use caused by that physical injury or destruction, or (2) loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by an *occurrence* during the coverage period.
- (S) “*Public Officials Errors and Omissions*” means liability arising out of *wrongful acts* by a covered person or entity arising from negligent action or inaction, mistake, misstatement, error, neglect, inadvertence or omission by the covered person or entity in the discharge of duties on behalf of a *Member*.
- (T) “*Subsidence*” shall mean any *property damage* directly or indirectly arising out of, caused by, resulting from, contributed to or aggravated by the settling, sinking, slipping, falling away, caving in, shifting, eroding, mud flow, rising, tilting, or any other movement of land or earth.
- (U) “*Terrorist Activity*” shall mean any deliberate, unlawful act that:

- (1) Is declared by any authorized governmental official to be or to involve terrorism, *terrorist activity* or acts of terrorism; or
- (2) Includes, involves, or is associated with the use or threatened use of force, violence or harm against any person, tangible or intangible property, the environment, or any natural resources, where the act or threatened act is intended, in whole or in part, to
 - (a) Promote, further or express opposition to any political, ideological, philosophical, racial, ethnic, social, or religious cause or objective; or
 - (b) influence, disrupt or interfere with any government related operations, activities or policies; or
 - (c) intimidate, coerce or frighten the general public or any segment of the general public; or
 - (d) disrupt or interfere with a national economy or any segment of a national economy; or
- (3) Includes, involves, or is associated with, in whole or in part, any of the following activities, or the threat thereof:
 - (a) hijacking or sabotage of any form of transportation or conveyance, including but not limited to spacecraft, satellite, *aircraft*, train, vessel, or motor vehicle;
 - (b) hostage taking or kidnapping;
 - (c) the use or threatened use of, or release or threatened release of any nuclear, biological, chemical or radioactive agent, material, device or weapon;
 - (d) the use of any bomb, incendiary device, explosive or firearm;
 - (e) the interference with or disruption of basic public or commercial services and systems, including but not limited to the following services or systems: electricity, natural gas, power, postal, communications, telecommunications, information, public transportation, water, fuel, sewer or waste disposal;
 - (f) the injuring or assassination of any elected or appointed government official or any government employee;
 - (g) the seizure, blockage, interference with, disruption of, or damage to any government buildings, institutions, functions, events, tangible or intangible property or other assets; or
 - (h) the seizure, blockage, interference with, disruption of, or damage to tunnels, roads, streets, highways, or other places of public transportation or conveyance.
- (4) Any of the activities listed in section (P) (3) above shall be considered “*Terrorist Activity*” except where the *Association* can demonstrate to the reinsurer that the foregoing activities or threats thereof were motivated solely by personal objectives of the perpetrator that are unrelated, in whole or in part, to any intention to promote, further or express opposition to any political, ideological, philosophical, racial, ethnic, social or religious cause or objective; or influence, disrupt or interfere with any government related operations, activities or policies; or intimidate, coerce or frighten the general public or any segment of the general public; or disrupt or interfere with a national economy or any segment of a national economy.

- (V) “*Ultimate Net Loss*” means the sums for which a covered person or entity is legally liable as covered *damages* by reason of a judgment, or arbitration award entered as a judgment, or settlement, including any pre-judgment and/or post-judgment interest on a judgment, and shall include all costs, including *defense costs*, arising out of an *occurrence* or *wrongful act*.
- (W) “*Unfair Employment Practices*” means any *wrongful act* relating to a past, present, or prospective employee of the *Member* for or arising out of any actual or alleged wrongful dismissal, discharge, or termination, either actual or constructive, of employment, employment related misrepresentation, wrongful failure to employ or promote, wrongful deprivation of career opportunity, wrongful discipline, failure to grant tenure or negligent employee evaluation; or sexual or workplace harassment of any kind, including, but not limited to, the alleged operation of a harassing workplace environment, or unlawful discrimination or retaliation for protected conduct, whether direct, indirect, intentional or unintentional, or failure to provide adequate employee policies and procedures.

Unfair Employment Practices shall include *wrongful acts* brought under state, local, or federal law, whether common or statutory, including but not limited to Equal Employment Opportunity Commission and Ohio Civil Rights Commission complaints. *Unfair Employment Practices* shall include, but not limited to allegations of violations of the following federal laws, as amended, including regulations promulgated there under:

- (1) Americans with Disabilities Act of 1992 (ADA);
- (2) Civil Rights Act of 1991;
- (3) Age Discrimination in Employment Act of 1967 (ADEA), including the Older Workers Benefit Protection Act of 1990;
- (4) Title VII of the Civil Rights Law of 1964, as amended (1983), including the Pregnancy Discrimination Act of 1978;
- (5) Civil Rights Act of 1866, Section 1981;
- (6) Family and Medical Leave Act of 1993, as amended; or
- (7) Fifth and Fourteenth amendments of the U.S. Constitution.

“*Damages*” as respects “*Unfair Employment Practices*” only means a monetary judgment, monetary award, or a monetary settlement, including *defense costs* which the covered person or entity is obligated to pay, but not including any *claim* or demands due to back wages and benefits, front wages, or overtime, future benefits, severance obligations, or similar demands, even if liquidated *damages* under any federal, state, or local statute, rule or regulation; or demands due to any collective bargaining agreements, provided, however, that amounts payable as damages for: back wages and back benefits, front wages and future benefits that arise from an otherwise covered claim are covered up to a limit of liability of \$75,000.00 per claim and \$75,000.00 in the annual aggregate.

- (X) “*Unmanned aircraft*” means an aerial system or device that is not designed, manufactured or modified after manufacture to be controlled by a person from within or on the aerial system or device.
- (Y) “*Unmanned aircraft system*” means an *unmanned aircraft* and its associated elements, including the control stations, communication links, data links, navigation equipment, launch/recovery equipment, other support equipment and *payload* that are required for the pilot-in-command together with his or her crewmembers and visual observers to operate safely and efficiently in the national airspace system.
- (Z) “*Volunteer*” means a person who is designated by a *Member*, through an elected or appointed official, or their designee, or through the head of a department, board or committee of the *Member*, or their designee, to act on behalf of the *Member* in some capacity. Such person shall be deemed a “*Volunteer*” only while such person is acting in good faith and within the course and scope of the activity, capacity or assigned duties for which they have been so authorized to act.
- (AA) “*Watercraft*” means a vehicle designed for the transport of persons or property principally on water.
- (AB) “*Wrongful Act*” means any actual or alleged breach of duty, error or omission arising out of the conduct or performance of a covered person or entity in the performance of his or her or their duties. All *wrongful acts* which have as a common nexus any fact, circumstance, situation, event, transaction or series of facts, circumstances, events or transactions shall be deemed one *wrongful act*.
- (AC) “Employer Stop Gap Liability. means *claims* arising out of bodily injury to employees in the course and scope of their employment which are not otherwise covered by Workers Compensation coverage under Ohio law or any available insurance for Workers Compensation claims and which are specifically described in this definition.
- (AD) “*Stop Gap*” claims mean:
- (1) Claims against the Member by relatives and spouses of the injured employee for loss of services or for care;
 - (2) Third party claims against the Member for contribution or indemnity relating to claims arising from injury to the Member’s employee occurring in or arising out of the course and scope of the employee’s employment;
 - (3) Claims arising from a claim that the Member is alleged to have acted in a dual capacity as both employer of the employee, as well as in another capacity unrelated to the employment relationship under the dual-capacity doctrine;

- (4) Claims arising out of *Bodily Injury* to employees in the course and scope of their employment that are not otherwise covered by Workers Compensation coverage under Ohio law or under any insurance available for Workers Compensation claims, alleging an Employer Intentional Tort. For purposes of this coverage an “Employer Intentional Tort” is one arising under Ohio Revised Code § 2745.01, or any similar common law or statutory claim, alleging that the employee suffered bodily injury arising from an activity in the course and scope of their employment, where such injury was “substantially certain” to occur or one that was caused by or aggravated by the “deliberate intent” of the employer as those terms are used or defined in R.C. § 2745.01. A covered “Employer Intentional Tort” does not include “direct intent torts”. A **“Direct Intent Tort” is one in which the actor does something which brings about the exact result desired, except that** any fact pertaining to any other covered person or entity shall not be imputed to any other covered person or entity for the purpose of determining application of this definition.

The provision of coverage or defense through this definition shall not be construed to represent any waiver of any available defense or immunity of the Member relating to any such claim.

Any failure to comply with the Worker’s Compensation laws of the State of Ohio that results in the denial of any defense or immunity under Ohio Worker’s Compensation law or any failure to obtain Worker’s Compensation insurance that is in effect at the time of the loss voids any duty to defend or indemnify under this coverage.

CONDITIONS

1. Conditions contained herein may be affected by provisions of the Agreement and Bylaws of the Miami Valley Risk Management Association and its Handbook. Members are encouraged to review and understand those provisions.
2. Inspection and Audit.

The *Association* shall be permitted, but not obligated, to inspect the *Member’s* property and operations at any time. Neither the *Association’s* right to make inspections, nor the making thereof, nor any report thereon, shall constitute an undertaking, on behalf of or for the benefit of the *Member* or others, to determine or warrant that such property or operations are safe. The Named *Member* shall maintain records of such information as is necessary for premium computation, and shall send copies of such records to the *Association* at the end of the Coverage Period and at such times during the Coverage Period as the *Association* may direct. The *Association* may examine and audit the *Member’s* books and records at any time during the Coverage Period and extensions thereof and within three years after

the final termination of this coverage document, as far as they relate to the subject matter of this coverage.

3. *Member's Duties in the Event of Occurrence, Wrongful Act, Claim or Suit.*
 - (A) In the event of an *occurrence* or *wrongful act* reasonably likely to result in a claim or suit, written notice containing particulars sufficient to identify the *Member* and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured and available witnesses, shall be given by or for the *Member* to the *Association* or any of its authorized agents as soon as practicable.
 - (B) If a *claim* is made or suit is brought against a covered person or entity, the *Member* shall immediately forward to the *Association* every demand, notice, summons or other process received by him or his representative.
 - (C) The *Association* shall investigate and settle or defend all timely reported covered *claims* and losses. All settlements of *claims* are to be made by the *Association*. Important provisions with respect to *Member* and *Association* rights and obligations concerning the defense and settlement of *claims* are set forth in the MVRMA Agreement and Bylaws and particularly in Article XIV, Optional Defense by Members. Those provisions must be considered in conjunction with this coverage document as those provisions affect your rights and obligations under this coverage document and are incorporated by reference herein.
 - (D) The *Association* requires the *Member* to report all *claims* meeting the criteria specified below to the *Association*.
 - (1) The criteria for determining which claims to report are as follows:
 - (a) All third party claims, regardless of the dollar amount,
 - (b) First party property claims, including auto physical damage, if the loss exceeds or potentially exceeds \$1,000.
 - (2) The Member shall report claims to the Claims Manager within ten (10) business days of the loss, claim, or notice of the same, whichever shall occur first.
 - (3) The Member shall report lawsuits to the Association through its Executive Director or Claims Manager within forty-eight (48) hours of receipt of same.
 - (E) Failure to timely report claims as set for in Subsection 3(D), if such failure is prejudicial to the Association in the defense, settlement or investigation of a claim, may, at the discretion of Association, result in a denial of coverage.
4. Appeals.

In the event the *Association* elects not to appeal a judgment in excess of the *Member's* Deductible, the *Member* may elect to do so, but in no event shall the liability of the *Association* for *ultimate net loss* exceed the liability of the *Association* which existed prior to said appeal, and not to exceed the applicable amount specified in the Limit of Liability section of the Declarations.

5. Action against the *Association*.

No action shall lie against the *Association* with respect to any *occurrence* or *wrongful act* unless, as a condition precedent thereto, the *Member* shall have fully complied with all the terms of this coverage document, nor until the amount of the *Member's* obligation to pay an amount of *ultimate net loss* in excess of the *Member's* Deductible shall have been finally determined either by judgment against a covered person or entity after actual trial or by written agreement of the *Member*, the claimant and the *Association*. Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this coverage document to the extent of coverage afforded by this coverage document. The *Association* shall not be bound by any settlement or consent judgment to which it did not consent in writing. Nothing contained in this coverage document shall give any person or organization any right to join the *Association* as co-defendant in any action against a covered person or entity to determine the covered person's or entity's liability.

6. Bankruptcy and Insolvency.

Bankruptcy or insolvency of the *Member* shall not relieve the *Association* of any of its obligations hereunder.

7. Other Insurance.

If collectible insurance with any other insurer or other self-insurance coverage document is available to the covered person or entity, including coverage under which the covered person or entity has been added as an Additional Insured, covering a loss also covered hereunder, whether on a primary, excess, or contingent basis, the coverage hereunder shall be in excess of, and shall not contribute with such other insurance; provided that this clause does not apply with respect to excess insurance purchased specifically to be in excess of this coverage document, or to other insurance which is intended to provide the remainder of the Limit of Liability stated in the Declarations of this coverage document when the coverage afforded under this coverage document provides less than 100 percent of the limit set forth on the Declarations.

8. Subrogation.

The *Member* may elect to waive its right of subrogation prior to a loss. The *Association* shall be subrogated to the extent of any payment hereunder to all the

covered person's or entity's rights of recovery, therefore; and the covered person or entity shall do nothing after loss to prejudice such rights and shall do everything necessary to secure such rights. Any amount so recovered shall be apportioned as follows:

From any amount recovered by subrogation, salvage or other means, there shall first be deducted the expenses incurred in effecting the recovery. The *Member* and the *Association* shall share proportionately to the extent of their respective interests as determined by the amount of the *Association's ultimate net loss* and the *Member's* Deductible, except to the extent any payments for judgment or settlement by the *Member* relates to an uncovered or excluded *damage*, loss, or represents payment for amounts in excess of the *Association's* limit of liability. With respect to amounts representing payments by the covered person or entity for an uninsured or uncovered loss, *claim*, or an amount in excess of the *Association's* limits of liability, such amounts will be reimbursed to the covered person or entity only after the *Association* has recovered the amount paid for the *ultimate net loss* and the *Member* has recovered its Deductible.

9. Changes.

Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or change in any part of this coverage document or stop the *Association* from asserting any right under the terms of this coverage document, nor shall the terms of this coverage document be waived or changed, except by endorsement issued to form a part of this coverage document.

10. Assignment.

Assignment of interest under this coverage document shall not bind the *Association* until its consent is endorsed hereon.

11. Disclaimer.

MVRMA is not an insurance company. Nothing in this document should be interpreted as MVRMA doing business as an insurance company.

12. Excess or Reinsurance Failure

In the event of a failure of the *Association's* excess or reinsurance carrier to pay or reimburse for *ultimate net loss* within the reinsured layer of coverage due to insolvency, or in the event of an exhaustion of the *Association's* excess or reinsurance annual aggregate limit, the *Association's* limit of liability under this Coverage Document will be no more than the amount of the *Association's* self-insured retention under the excess or reinsurance policy. All obligations in excess of this *Association's* excess or reinsurance self-insured retention limit are the responsibility of the applicable *Member*.

In the event of a failure by the *Association's* excess or reinsurance carrier to pay or reimburse for *ultimate net loss* within the reinsured layer of coverage, due to the application of an Exclusion in the reinsurance agreement, the *Association's* limit of liability under this Coverage Document will be no more than twice the amount of the *Association's* self-insured retention under the excess or reinsurance policy. All obligations in excess of this *Association's* excess or reinsurance self-insured retention limit are the responsibility of the applicable *Member*.

Endorsement No. 1-21

Issued by
Miami Valley Risk Management Association

Effective: 1/1/21 12:01 AM

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

**ADDITIONAL COVERED PERSON OR ENTITY– INDEPENDENT
CONTRACTORS**

SCHEDULE

Independent Contractors: City Law Directors; City Prosecutors; City Engineers.

Covered Persons or Entities is amended to include as a Covered Person or Entity the above independent contractors, but only while acting on behalf of their respective *Member* City.

Endorsement No. 2-21

Issued by
Miami Valley Risk Management Association

Effective: 1/1/21 12:01 AM

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**ADDITIONAL COVERED PERSON OR ENTITY– MANAGERS OR LESSORS
OF PREMISES**

SCHEDULE

1. Designation of Premises (Part Leased to You): All premises leased to you.
2. Name of Person(s) or Organization(s): Each lessor as respects those premises leased to you by that lessor.

Persons or Entities Covered is amended to include as a Covered Person or Entity the person(s) or organization(s) shown in the above Schedule, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the above Schedule and subject to the following additional exclusions:

This coverage does not apply to:

1. Any *occurrence* which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or for that person or organization.

Endorsement No. 3-21

Issued by
Miami Valley Risk Management Association

Effective: 1/1/21 12:01 AM

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

**ADDITIONAL COVERED PERSON OR ENTITY– DESIGNATED PERSON OR
ORGANIZATION**

1. Covered Persons or Entities is amended to include any persons(s) or organization(s) for whom you have agreed, in a written contract or agreement, to provide coverage but only for *personal injury or property damage*:
 - a. Which are covered by this coverage document; and
 - b. Which are caused in whole, or in part, by your acts or omissions or by the acts or omissions of those acting on your behalf; and
 - c. Which occurred after the Certificate of Coverage was issued.

2. The limits of coverage afforded to such person(s) or organization(s) will be:
 - a. The minimum limits of coverage which you agreed to provide, or
 - b. The limits of coverage of this coverage document, whichever is less.

 - c. Unless you have agreed in writing in a contract or agreement that this insurance would be primary and not seek contribution from any other insurance available to the additional covered person or entity, the coverage afforded under this Endorsement is excess over any other primary insurance available to such persons or entities covering the liability for *damages* covered by this Endorsement. When this insurance is excess, we will have no duty to defend the insured against any claim or suit if any other insurer has a duty to defend the insured against that claim or suit. If no other insurer defends, we will undertake the defense and do so, subject to the terms and conditions of this coverage document and this Endorsement, but we will be entitled to the insured's rights against all those other insurers.

Endorsement No. 4-21

Issued by
Miami Valley Risk Management Association

Effective: 1/1/21 12:01 AM

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POLICE IMPOUND LOT PROPERTY DAMAGE LIABILITY COVERAGE

SCHEDULE

Police Impound Lots operated by the cities of Blue Ash, Mason and Wilmington.

Exclusion (C) (3) – **Real or Personal Property in the *Member's*, its agent's or subcontractor's care, custody or control or as to which the *Member*, its agent or subcontractor is for any purpose, exercising control** does not apply to any police impound lot shown in the above schedule that you operate.

Endorsement No. 5-21

Issued by
Miami Valley Risk Management Association

Effective: 1/1/21 12:01 AM

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AMENDMENT OF COVERED PERSONS OR ENTITIES

SCHEDULE

Community Improvement Corporations: Beaver Creek Development Corporation; Centerville Community Improvement Corporation; Englewood Community Improvement Corporation; Fairfield Community Improvement Corporation; Kettering Community Improvement Corporation; Mason Community Improvement Corporation; Miamisburg Community Improvement Corporation; Montgomery Community Improvement Corporation; Piqua Improvement Corporation; Troy Community Improvement Corporation; Community Improvement Corporation of Sidney, Ohio; Tipp Improvement Corporation (Tipp City, Ohio); West Carrollton Community Improvement Corporation; Downtown Wilmington Community Improvement Corporation; and Wyoming Community Improvement Corporation.

Covered Persons or Entities (F) Community Improvement Corporations designated by the *Member* to perform governmental functions under ORC 1724.10 is amended to include the above-named Community Improvement Corporations, but only while acting as an agent of their respective *Member* City and performing a governmental function.

Endorsement No. 6-21

Issued by
Miami Valley Risk Management Association

Effective: 1/1/21 12:01 AM

THIS ENDORSEMENT CHANGES THE COVERAGE DOCUMENT. PLEASE
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**HEALTH CARE PROVIDER PROFESSIONAL ACTS, ERRORS OR
OMISSIONS COVERAGE.**

SCHEDULE

City of Piqua Medical Director and City of Springdale Medical Director.

Exclusion (G) (2) – **To *Personal Injury or Property Damage* due to the use or operation by or on behalf of the *Member* as respects any health care provider because of his or her professional acts, errors or omissions, except for paramedics, emergency medical technicians, medical examiners or nurses, but then only when in the employ or volunteer capacity of the *Member* does not apply to a Medical Director shown in the above schedule for a Public Health Department or Immunization Clinic that you operate.**

Endorsement No. 7-21

Issued by
Miami Valley Risk Management Association

Effective: 01/1/21 12:01 AM

THIS ENDORSEMENT CHANGES THE COVERAGE DOCUMENT. PLEASE
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DAM LIABILITY COVERAGE

SCHEDULE

City of Mason Pine Hill Lake Dam.

Exclusion (O) – **To any liability arising out of the rupture, bursting, overtopping, accidental discharge or partial or complete structural failure of any *dam*** does not apply to a *dam* shown in the above schedule.

Endorsement No. 8-21

Issued by
Miami Valley Risk Management Association

Effective: 1/1/21 12:01 AM

THIS ENDORSEMENT CHANGES THE COVERAGE DOCUMENT. PLEASE
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AMENDMENT OF COVERED PERSONS OR ENTITIES

SCHEDULE

Joint Venture: Northern Area Water Authority (NAWA)

Covered Persons or Entities is amended to include as a Covered Person or Entity the above-named joint venture organized under ORC 715.02 comprised solely of *Members* of the *Association*.

Endorsement No. 9-21

Issued by
Miami Valley Risk Management Association

Effective: 1/1/21 12:01 AM

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**ADDITIONAL COVERED PERSON OR ENTITY – INDEPENDENT
CONTRACTORS**

SCHEDULE

Independent Contractors: EMS Medical Directors

Covered Persons or Entities is amended to include as a Covered Person or Entity the above independent contractors, but only while acting on behalf of their respective *Member* City.

1. The limits of coverage afforded to such person(s) or organization(s) will be the lesser of:
 - a. The minimum limits of coverage which you agreed to provide, or
 - b. The limit of our liability in the amount of \$2,000,000 any one *occurrence* or *wrongful act*.

2. Exclusion (G) (2) is amended, for the purposes of this endorsement only, to read as follows:

To Personal Injury or Property Damage due to the use or operation by or on behalf of the *Member* as respects any health care provider because of his or her professional acts, errors or omissions, except for:

 - a. **paramedics, emergency medical technicians, medical examiners or nurses, but only when in an employee or volunteer capacity of the *Member***
 - b. the administrative duties or administrative acts of the EMS Medical Directors under contract with and only while acting on behalf of their respective *Member*.

3. This coverage does not apply to the medical professional liability or medical malpractice of the EMS Medical Director.

Endorsement No. 10-21

Issued by
Miami Valley Risk Management Association

Effective: 1/1/21 12:01 AM

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AMENDMENT OF COVERED PERSONS OR ENTITIES

SCHEDULE

Municipal Courts: Clinton County Municipal Court (Wilmington), Fairfield Municipal Court, Kettering Municipal Court, Mason Municipal Court, Miamisburg Municipal Court, Sidney Municipal Court, and Vandalia Municipal Court.

Covered Persons or Entities is amended to include as a Covered Person or Entity the above scheduled Municipal Courts hosted by a *Member*, the Clerk of a scheduled Municipal Court hosted by a *Member*, and employees of such a scheduled Municipal Court or of a Clerk of such a scheduled Municipal Court hosted by a *Member*, including the Municipal Court Judge(s).

Endorsement No. 11-21

Issued by
Miami Valley Risk Management Association

Effective: 1/1/21 12:01 AM

THIS ENDORSEMENT CHANGES THE COVERAGE DOCUMENT. PLEASE
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**EXCESS INSURANCE COVERAGE FOR FIREWORKS OR PYROTECHNIC
DISPLAYS OR EVENTS**

Exclusion AC is deleted in its entirety and replaced with the following:

With respect to any fireworks or pyrotechnic display or event which a *Member* sponsors, in whole or in part, hosts, or allows to be conducted on its property by lease or otherwise, the Association will provide coverage on an excess basis to covered persons or entities. Said coverage shall be excess of a \$1,000,000 self-insured retention by the *Member*.

The Association shall waive the self-insured retention upon presentation by the *Member* to the Association of proof of commercial general liability insurance, in the form of a certificate of insurance and endorsement (naming the *Member*, its officers, officials, employees and volunteers as named insureds or additional insureds) in an amount not less than: \$5,000,000.00 per occurrence and \$10,000,000.00 in the aggregate, or Event-specific coverage not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

Additional insured coverage shall be primary insurance as respects the Member, its officers, officials, employees and volunteers and any insurance or self-insurance maintained by the Member, its officers, officials, employees and volunteers shall be excess and shall not contribute with it.

Endorsement No. 12-21

Issued by
Miami Valley Risk Management Association

Effective: 1/1/21 12:01 AM

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

**LIMITED COVERAGE FOR DESIGNATED
UNMANNED AIRCRAFT SYSTEMS**

Exclusion (F) does not apply to *unmanned aircraft system* operated by the Member, but only with respect to the operation(s) or project(s) authorized by, and only while operating within the terms of, a valid Certificate of Waiver or Authorization (COA) granted by the Federal Aviation Administration or operated pursuant to Part 107 of the Federal Aviation Regulations, if applicable. Further, coverage is conditioned upon any covered person or entity, or any other person authorized by, and under the direction of, a covered person or entity operating the *unmanned aircraft system* in full compliance with:

- 1) Federal Aviation Administration (FAA) regulations, certifications, rules, procedures, policies and standards with respect to an *unmanned aircraft system*, including any amendment or addition to such regulations, certifications, rules procedures, policies and standards;
- 2) United States Department of Transportation laws and regulations with respect to an *unmanned aircraft system*, including any amendment or addition to such laws and regulations;
- 3) Any other applicable federal laws and regulations with respect to an *unmanned aircraft system*, including any amendment or addition to such laws and regulations; and
- 4) Any state and local laws and regulations with respect to an *unmanned aircraft system*, including any amendment or addition to such laws and regulations.

The following exclusions apply with respect to the *unmanned aircraft system* coverage provided by this endorsement and are in addition to the other exclusions stated elsewhere in this coverage documents. With respect to any *unmanned aircraft system*, this insurance does not apply to:

- 1) *Personal injury or property damage* arising out of physical contact by any *unmanned aircraft* with any other aircraft, including airships / blimps or other gas or hot air filled balloons, whether manned or unmanned;
- 2) *Personal injury or property damage* arising out of persons or entities gaining unauthorized access to sensitive or confidential data collected, stored or transmitted by any *unmanned aircraft system*;
- 3) *Personal injury or property damage* arising out of the existence or use of weapons and ammunition attached to or incorporated within any *unmanned aircraft* including as part of the *payload*; or
- 4) Government fines or penalties assessed against any covered person or entity arising out of the operation or use of any *unmanned aircraft system*.

Endorsement No.: 13-21

Issued by
Miami Valley Risk Management Association

Effective: 1/1/21 12:01 AM

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

**COVERAGE RELATED TO “SPECIALIZED LAW ENFORCEMENT
OPERATIONS” PURSUANT TO “HAMILTON COUNTY, OHIO AMENDED
AND RESTATED MUTUAL AID AGREEMENT FOR LAW ENFORCEMENT”**

SCHEDULE OF ENTITIES

Hamilton County, Ohio; the City of Cincinnati; the Village of Addyston; the Village of Amberley Village; the City of Blue Ash; the City of Cheviot; the Village of Cleves; the City of Deer Park; the Village of Elmwood Place; the Village of Evendale; the Village of Fairfax; the City of Forest Park; the Village of Glendale; the Village of Golf Manor; the Village of Greenhills; the City of Harrison; the City of the Village of Indian Hill; the Village of Lockland; the City of Loveland; the City of Madeira; the Village of Mariemont; the City of Milford; the City of Montgomery; the City of Mt. Healthy; the Village of Newtown; the City of North College Hill; the City of Norwood; the City of Reading; the City of Sharonville; the Village of St. Bernard; the City of Springdale; the Village of Terrace Park; the Village of Woodlawn; the City of Wyoming; Anderson Township; Colerain Township; Columbia Township; Crosby Township; Delhi Township; Green Township; Harrison Township; Miami Township; Springfield Township; Sycamore Township; Symmes Township; Whitewater Township; Great Parks of Hamilton County; Cincinnati State Technical and Community College; Mt. St. Joseph University; the University of Cincinnati; Xavier University; and Summit Behavioral Police

The above scheduled entities and their personnel shall be deemed *Covered Persons* or *Entities* under this *Coverage Document* when their personnel are acting as part of *Specialized Law Enforcement Operations*, pursuant to the “Hamilton County, Ohio Amended and Restated Mutual Aid Agreement for Law Enforcement”, but only when a *Member* is the *Initiating Agency* requesting *Specialized Law Enforcement Operations* and the scheduled entities’ personnel are participating in such specialized law enforcement operations.

Coverage provided under this Endorsement shall be only as to third party claims against a scheduled *Assisting Agency*.

Coverage will be provided with limits of liability of \$3,000,000.00 per occurrence or wrongful act and \$3,000,000.00 in the aggregate.

All the provisions of the *Coverage Document* apply to the coverage provided in this Endorsement, unless this Endorsement expressly provides a contrary provision. Only Coverages for Personal Injury Liability, Property Damage Liability and Public Officials Error and Omissions Liability available under the Miami Valley Risk Management Association Coverage Document shall be afforded to the scheduled *Assisting Agency* under this Endorsement.

Coverage under this Endorsement is voided if the *Assisting Agency* or its personnel act outside the scope of lawful orders issued by the *Member Initiating Agency* or its designee; or if the *Assisting Agency* or its personnel willfully and maliciously cause injury or damage to person or property.

Coverage for the scheduled *Assisting Agency* or its personnel under this Endorsement begins when the *Assisting Agency* personnel arrive at the requested location and report to the *Member Initiating Agency's* chief of police or other officer in charge, until the time the personnel are dismissed by the *Member Initiating Agency's* officer in charge.

Specialized Law Enforcement Operations are defined as Special Weapon and Tactics Team (SWAT), Underwater Search and Recovery operations, Mobile Field Force, or any other operation involving the scheduled entities' personnel in a task force, multi-jurisdictional team or substantially similar operation of a specialized or unique nature.

Initiating Agency means the *Member* political subdivision requesting the *Specialized Law Enforcement Operations*, and *Assisting Agency* means any political subdivision, scheduled in this Endorsement, furnishing *Specialized Law Enforcement Operations* (including participating personnel) at the request of a *Member Initiating Agency*.

Endorsement No. 14-21

Issued by
Miami Valley Risk Management Association

Effective: 1/1/21 12:01 AM

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

RETROACTIVE DATE ENDORSEMENT

This Endorsement defines the scope of coverage provided to the City of Fairfield under the Coverage Document pursuant to this Retroactive Date Endorsement as follows:

1. The Retroactive Date - The limited coverage provided to the City of Fairfield as a Member under the Coverage Document pursuant to this Endorsement shall have a retroactive date of October 1, 1991;
2. An Occurrence or Wrongful Act must have happened on or after the Retroactive Date to be a Covered Claim, provided however, that the City of Fairfield as of December 30, 2019 has no basis to believe that any such act or omission occurring prior to December 30, 2019 might reasonably be expected to be the basis of a Claim except such claims reported to insurance carriers, risk pools or other sources of coverage pursuant to Paragraph 8 below;
3. An Occurrence or Wrongful Act occurring on or after December 30, 2019 shall not be subject to this Endorsement, such claims are subject to the terms and conditions of the Coverage Document without reference to this Endorsement;
4. The coverage provided under the Coverage Document pursuant to this Retroactive Date Endorsement is limited to Coverages: C) Public Officials Errors and Omissions; D) Unfair Employment Practices;
5. The limited coverage provided through this Retroactive Date Endorsement shall continue until December 31, 2024, unless extended by payment of a separate agreed upon premium for an extension of the reporting period for another Coverage Period;
6. The limited coverage provided by the Coverage Document through this Endorsement excludes and does not apply to Demands due to back wages and benefits, front wages, or overtime, future benefits, severance obligations, or similar demands, even if liquidated *damages* under any federal, state, or local statute, rule or regulation; or demands due to any collective bargaining agreements;

7. The limited coverage provided through this Endorsement is excess; if collectible insurance with any other insurer is available to the covered person or entity, including coverage under which the covered person or entity has been added as an Additional Insured, covering a loss also covered hereunder, whether on a primary, excess, or contingent basis, the coverage hereunder shall be in excess of, and shall not contribute with such other insurance; provided that this clause does not apply with respect to excess insurance purchased specifically to be in excess of this coverage document, or to other insurance which is intended to provide the remainder of the Limit of Liability stated in the Declarations of this coverage document when the coverage afforded under this coverage document provides less than 100 percent of the limit set forth on the Declarations of the Coverage Document.

8. This Endorsement is conditioned upon, as an express condition precedent, that any act, omission, or the occurrence of an event, that might reasonably be expected to be the basis of, or give rise to, a claim was reported to any insurance carrier, risk pool or other source of coverage prior to the expiration of such existing coverage and prior to the inception of coverage under this endorsement.