



STATE OF NEW HAMPSHIRE

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GOVERNOR'S OFFICE

for

EMERGENCY RELIEF AND RECOVERY

October 13, 2022

His Excellency, Governor Christopher T. Sununu
And the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Governor's Office for Emergency Relief and Recovery (GOFERR) to enter into an agreement with Sullivan County Health Care (VC # 177482) 14 Main Street, Newport, NH 03773, in the amount of \$25,200,000 in American Rescue Plan Act (ARPA) State Fiscal Recovery Funds (SFRF) as part of the County Nursing Home Infrastructure Program, which provides funds for capital investments to help mitigate and prevent the spread of future COVID-19 outbreaks in county nursing facilities, ensure facilities are safe for residents and their families, and help fund facility improvements, effective upon approval by Governor and Executive Council, through September 30, 2024. This is an allowable use of ARPA SFRF funds under Section 602 (c)(1)(A) to respond to the public health emergency or its negative economic impacts. **100% Federal Funds.**

Funds are available as follows:

01-02-002-020210-Governor's Office for Emergency Relief and Recovery,
24690000 - ARP Grants and Disbursements

072 - 500574 Grants Federal **FY2023**
\$25,200,000

EXPLANATION

\$50,075,000 was approved by Governor and Council on June 15, 2022 (Item 80B) to fund a County Nursing Home Infrastructure Program, which provides funds for capital investments designed to help mitigate and prevent the spread of future COVID-19 outbreaks in county nursing home facilities, ensure facilities are safe for residents and their families, and help fund facility improvements, where the county is able to provide the majority of funding for an identified project.

This agreement is the first award from this program leaving \$24,800,000 remaining for others county nursing homes that are approved with ARPA SFRF eligible needs and costs to fund capital improvements, building expansion, HVAC improvements, and renovations to help update and modernize outdated capital equipment, facilities, and buildings.

For example, this award to Sullivan County will enable renovation of its existing nursing home facilities, including an addition that will help maintain capacity due to the demolition of an existing facility wing.

October 13, 2022
Page 2 of 2

The project will improve and modernize the County's nursing home facility, including replacement of HVAC systems that help meet ventilation quality standards and physical improvements to resident rooms and staff areas that help with COVID-19 mitigation and meeting infection control goals.

Awards are issued in the form of 0% interest loans. Counties must contribute at least 60% of the project cost, with GOFERR providing ARPA SFRF to cover up-to the remaining 40%. This program is open to all 10 counties in New Hampshire, and each county may only submit one application.

GOFERR plans two funding rounds, with the first being competitive and resulting in minimum requested award amounts of \$5 million. Not all eligible applications in Round 1 may receive funding, as Round 1 is largely reserved for projects that may need a longer construction window to reach completion within ARPA SFRF deadlines, may be further along in project development, or the identified needs being addressed are more pressing or life threatening. A second round will be noncompetitive, be intended for projects resulting in a minimum award of \$1 million and focus on projects still in the early stages of development, in need of more time to prepare and submit an application, and for counties that need additional time to assess needs. Funding will remain for a second round, but if eligible awards exceed available funds, grants will be issued on a pro rata basis, subject to a cap.

Awards will be reviewed and approved by the Governor & Executive Council, and projects must comply with requirements established by ARPA SFRF guidance, such as any applicable procurement standards, fund usage timelines, and eligibility requirements.

This request is an allowable use of ARPA SFRF funds under Section 602 (c)(1)(A) to respond to the public health emergency or its negative economic impacts and may meet criteria under other defined ARPA SFRF eligibility categories as well.

In the event that Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Taylor Caswell,
Executive Director, GOFERR

**COUNTY NURSING HOME INFRASTRUCTURE PROGRAM (CNHIP)
LOAN AGREEMENT
FOR STATE FISCAL RECOVERY FUNDS**

1. THE PARTIES

Sullivan County (the "Borrower"), represented by its authorized agent, Derek R. Ferland, (the "Borrower's Agent"), hereby enters this Loan Agreement for State Fiscal Recovery Funds (this "Agreement") with the State of New Hampshire, Governor's Office for Emergency Relief and Recovery (the "Lender"), as of the effective date of this Agreement. Borrower and Lender shall collectively be known herein as "the Parties".

2. PURPOSE OF AGREEMENT

Entering into this Agreement results in the Lender agreeing to use American Recovery Plan Act (ARPA), State Fiscal Recovery Fund (SFRF) funds to award the Borrower a loan in an amount equal to or less than 40% of the eligible expenses on approved capital improvement project (the Project) to improve the Sullivan County Health Care Nursing Home/Facility. This award is subject to Sullivan County assuming liability for the remaining amount of the cost of the capital improvement project, which shall be an amount no less than 60% of the total amount of the capital improvement project(s). The Project(s) shall have been reviewed and approved by the Lender.

Should the eligible costs of the Borrower's project result in the value of this Agreement exceeding 40% of eligible project costs, the value shall be reduced to an amount not to exceed 40% of eligible Project costs to align with the maximum award permitted in the terms of the program and application that resulted in this award.

A. The Lender agrees to:

The Lender agrees to loan the Borrower an amount up to the sum of \$25,200,000.00 (the Loan Amount) for approved capital expenditures used to address the needs of the residents at the Sullivan County Health Care Nursing Home/Facility. The Loan Amount will be subject to an interest rate of 0%, and the Loan Amount will be forgiven upon completion of the project on or before September 30, 2024, or an otherwise set date as determined below.

B. The Borrower agrees to:

The Borrower agrees to construct and undertake the approved Project in accordance with their Approved Application, which is incorporated by reference herein and a copy maintained at the State. Furthermore, the Borrower agrees to comply with all Federal, State and local laws, rules and regulations, which are now, or in the future may become, applicable to the Project.

The Borrower agrees to submit to all requested inspections and audits by State officials which relate to the services and payments under this Agreement. On-site inspections

shall be made at least twice annually, and upon project completion, to ensure compliance with the terms of this loan. The Lender reserves the right for more frequent on-site inspections.

Any audits shall include, but not be limited to: a review of all invoices and payments made on this project, a review of all contracts for goods and services, proof of goods received after payment, a review of Borrower's policies and procedures for management of federal funds, a review of the project plan to monitor project progress, and a review of payroll and timesheet records.

By entering into this Agreement, the Borrower accepts liability for the ARPA Loan Amount with repayment to begin on October 15, 2024, or earlier, if breach of the terms of the Agreement occurs.

The Project must be completed by September 30, 2024. Limited extension may be possible, with written consent by the Lender and approval of Governor and Council.

Upon completion and satisfaction of the terms of the Agreement on or before September 30, 2024, (or later if an extension is approved by the Lender) the Borrower's Loan Amount will be deemed satisfied and paid in full.

If the Project is not successfully completed and/or the Agreement is not fulfilled or substantively breached, then the Borrower shall begin repaying the Loan Amount to the Lender beginning on October 15, 2024, pursuant to the terms and conditions outlined in section 5 of this Agreement.

This Agreement is NOT a negotiable instrument.

3. DISBURSEMENT

The maximum Loan Amount available to be disbursed to the Borrower pursuant to this Agreement shall be ~~\$25,200,000.00~~. The Parties agree that the Borrower shall only be reimbursed for actual costs incurred, and that the Lender's determinations of eligible and approved costs shall be final in all cases.

The Borrower must pay 100% of the cost of an approved capital expenditure before submitting a request for reimbursement of eligible costs. The Borrower shall submit monthly invoices for the acceptable reimbursable capital expenditures incurred up to the end of each month by the 15th of the following month. All invoices must be accompanied by proof of payment, such as receipts, other payment confirmations, cancelled checks (front & back), and/or electronic record of payment, as well as evidence of the good(s) being received or services rendered. Monthly invoices shall be submitted electronically to:

Emily Larson at GOFERR

Emily.A.Larson-G@goferr.nh.gov

*Or other GOFERR/State employee as designated by the Lender and communicated to the Borrower.

The Borrower agrees to provide Lender with a quarterly report detailing the status of the capital improvement project at Sullivan County Health Care Nursing Home/Facility, including project and financial data required by U.S. Treasury for reporting purposes. Such reports are due within 15 days of the close of each calendar year quarter. The Borrower shall provide the Lender with the construction project plan with the first quarterly report.

Examples of information required as part of quarterly reporting include an accounting of the status of the overall project, expenditures incurred and paid by the Borrower as part of its obligation under this Agreement, details on contracts entered into by the Borrower, information concerning labor practices applicable to the project, an estimated date of completion for the entire capital expenditure project, and more.

If any changes are made to the construction project plan, Borrower shall provide those changes in the quarterly report. The quarterly reports shall be due on the 15th day following the last month of the quarter, with the first report due by January 15, 2022.

Quarterly reporting shall include an assessment of the project completion status by the Lender to help determine whether an extension may be necessary or whether repayment of loaned funds will be likely. In the event that the Lender deems a quarterly report reveals evidence of noncompliance, the Lender reserves the right to require more frequent reporting for monitoring purposes.

4. PROMISE TO PAY

For value received, the Borrower promises to pay ~~\$25,200,000.00~~ (the "Loan"), this being the amount of the ARPA SFRF award applied for by the Lender, which represents up to 40% of the Project costs, as identified in Section 2 "PURPOSE OF AGREEMENT." As indicated in Section 2, should value of the Loan exceed 40% of eligible Project costs, the value shall be reduced to an amount not to exceed 40% of eligible Project costs.

5. PAYMENTS

As indicated in Section 2, "PURPOSE OF AGREEMENT," if the Project is not successfully completed and/or the Agreement is not fulfilled or substantively breached, then the Borrower shall begin repaying the Loan Amount to the Lender beginning on October 15, 2024, pursuant to the following terms.

The Borrower will repay the Loan at a rate of ~~\$1,050,000.00~~ per month, which is the equivalent of the Loan balance being distributed equally across 24 monthly payments.

The first payment will be due on or before October 15, 2024. All subsequent payments will be due on or before the 15th day of each month, with payment due the first business day following a weekend or federal or State holiday if the 15th occurs on such a weekend or holiday. Payments will be made by check or money order, marked payable to the "State of New Hampshire," and mailed to the following address: *1 Eagle Square, Concord, NH 03301*. The Loan will be fully paid on or before September 15, 2026 which will be the 24th and final payment period.

6. INTEREST

The Loan will accrue interest at a rate of 0% per annum for the life of the Loan.

7. DEFAULT AND ACCELERATION

If the Borrower fails to make payments as detailed in Section 5, "PAYMENTS," of this Agreement, the Borrower will be in default. The Lender will notify the Borrower it is in default and the Borrower will have fifteen (15) days from the date of the notice to remedy the deficiency. If the Borrower remedies the deficiency within fifteen (15) days of the date on the default notice, the Lender will notify the Borrower that it is no longer in default.

If the Borrower fails to remedy the deficiency within sixty (60) days from the date of the notice to remedy the deficiency, the Lender, at its option, may declare all outstanding sums owed pursuant to this Agreement immediately due and payable, and the Lender may initiate litigation and collection actions to recover the Loan in full or to compel compliance with this Agreement.

8. PREPAYMENT

If the Borrower does not complete the entire project by September 30, 2024, and the Loan payments have started, the Borrower may prepay the Loan without penalty. If the Borrower prepays the Loan in part, such partial prepayment will not alleviate the Borrower's obligation to meet payment deadlines for subsequent periods until the Loan is fully repaid.

For example, Prepayment in pay period 1, for the equivalent of pay periods 1, 2, and 3, does not remove the Borrower's obligation to timely make its next payment in period 2 and all subsequent periods until the Loan balance is satisfied.

9. SEVERABILITY

In the event any provision herein is determined to be void or unenforceable for any reason, such determination shall not affect the validity or enforceability of any other provision, all of which shall remain in full force and effect.

10. CONFLICTING TERMS

The terms of this Agreement shall have authority and precedence over any other conflicting terms in any referenced agreement or document.

11. CHANGES OR ALTERATIONS

This Agreement may be amended, waived, or discharged only by an instrument in writing signed by the Parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State, unless no such approval is required under the circumstances pursuant to State law, rule, or policy.

12. ASSIGNMENT

The Borrower shall not assign, or otherwise transfer, any interest in this Agreement without the prior written consent of the Lender.

13. INDEMNIFICATION

The Borrower shall defend, indemnify and hold harmless the Lender, its officers and employees, from and against any and all losses suffered by the Lender, its officers and employees, and any and all claims, liabilities, or penalties asserted against the Lender, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Borrower or subcontractor, or subgrantee or other agent of the Borrower. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the Lender, which immunity is hereby reserved to the Lender. This covenant shall survive the termination of this Agreement.

14. NOTICE

Any notices required or permitted to be given pursuant to this Agreement shall be given in writing and shall be delivered (a) in person; (b) by certified mail, postage prepaid, return receipt requested; or (c) by electronic mail sent to a previously confirmed electronic mail address.

The Borrower must notify the Lender of bankruptcy or transfer or dissolution of the Borrower's business within 15 days of the qualifying event.

The Borrower must also notify the Lender of any change of primary address and contact information for the Borrower within 15 days of such a change.

15. GOVERNING LAW AND LITIGATION OF DISPUTES

This Agreement is entered in the State of New Hampshire and shall be governed under the laws of the State of New Hampshire, as well as any applicable federal regulations and guidance relative to ARPA SFRF.

The source of funding and eligibility for the County Nursing Home Infrastructure Program and distribution of funds subject to this Agreement is ARPA SFRF Section 602 (c)(1)(A) to respond to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19) or its negative economic impacts, (H.R. 1319, Section 9901 of ARPA, which amended Title VI of the Social Security Act to add Section 602), Expenditure Category 1.4 Prevention in Congregate Settings, as determined by U.S. Treasury and in accordance with any applicable federal guidance or requirements.

The Lender, at its discretion and in compliance with federal guidance may change and/or report on this project in a different Expenditure Category, if appropriate.

Any litigation regarding this Agreement will occur in a court of competent jurisdiction in the county where the Lender's principal place of business is located. Failure to enter into and follow through on this Agreement, or otherwise remit payment of recoupment owed, will result in the Lender referring the matter to the New Hampshire Department of Justice for collection.

16. REPORTING

The Borrower shall comply with any applicable federal reporting requirements established by U.S. Treasury relative to these loaned funds, as determined by U.S. Treasury and when notified of such requirements by the Lender.

17. RECORD RETENTION

Between the effective date and the date five (5) years after the completion date of this Agreement, at any time during the Borrower's normal business hours, and as often as the Lender, the U.S. Department of Treasury or United States Office of Management and Budget (OMB) shall demand, the Borrower shall make available to the Lender, the U.S. Department of Treasury or OMB all records pertaining to matters covered by this Agreement. The Borrower shall permit the Lender, the U.S. Department of Treasury or OMB to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, personnel records, data, and other information relating to all matters covered by this Agreement. As used in this agreement, "Borrower" includes all

persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Borrower in Section 1, "The Parties."

18. NON-WAIVER

No failure by the Lender in exercising Lender's rights under this Agreement shall be considered a waiver of such rights.

No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the Lender to enforce each and all of the provisions hereof upon any further or other default on the part of the Borrower.

19. CONFLICT OF INTEREST

No representative, officer, or employee of the Lender or of the authorizing bodies of this Agreement, who exercises any functions or responsibilities in the review or approval of this Agreement and the exercise of its terms, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

20. CONDITIONAL NATURE OF AGREEMENT

This Agreement is contingent upon approval by the Governor and Executive Council.

Notwithstanding anything in this Agreement to the contrary, all obligations of the Lender hereunder are contingent upon the availability or continued appropriation of funds, and in no event shall the Lender be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the Lender shall have the right to withhold disbursement or payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Borrower notice of such termination.

21. INTEGRATION

There are no verbal or other agreements that modify or affect the terms of this Agreement, except as indicated in Sections 2 and 11 of this Agreement.

This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the Parties, and supersedes all prior agreements and understandings relating hereto, except

for any such subsequent modifications or revisions pursuant to the Sections outlined above.

22. EFFECTIVE DATE

Notwithstanding any provisions of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement and all obligations of the Parties hereunder shall become effective on the date the Governor and Executive Council approve this Agreement, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the Lender.

ACCEPTANCE AND ACKNOWLEDGEMENT

With the signature below, I, the Borrower's Agent, duly authorized and acting on behalf of the Borrower, affirm that I have read and understood this Agreement, and execute it with the intent that the Borrower be bound by its terms.

Borrower's Name and Mailing Address:

Sullivan County
14 Main Street
Newport, NH 03773

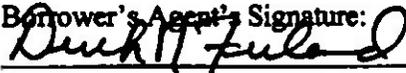
Borrower's Vendor Number:

177482

Borrower's E-mail Address:

manager@sullivancountynh.gov

Borrower's Agent's Signature:



Date: 14 October 2022

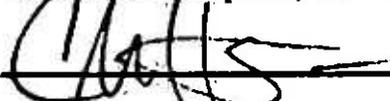
Borrower's Agent's Name and Title:

Derek R. Ferland, Sullivan County Manager

Borrower's Business Name (if different from above):

Borrower's Business Address (if different from above):

State of New Hampshire, GOFERR



Date: 10/14/22

Approval of the New Hampshire Department of Justice

Sheri Phillips

Date: 10/14/2022

Approval by the Governor and Executive Council (if applicable):

G&C Item number: _____ G&C Meeting Date: _____

Certificate of Authority

I, Joe Osgood, hereby certify that I am duly elected Clerk of Sullivan County. I hereby certify the following is a true copy of a vote taken at a meeting of the Sullivan County Board of Commissioners, duly called and held on 14 October 2022, at which a quorum of the Commissioners were present and voting.

RESOLVED: That Derek R. Ferland, Sullivan County Manager, is duly authorized to enter into a loan agreement with the Governor's Office for Emergency Recovery and Relief (GOFERR) for the County Nursing Home Infrastructure Program and is further authorized to execute any documents which in his judgement are desirable or necessary to effectuate the purpose of this vote. This authority is retroactive to the time this morning when Mr. Ferland signed the loan agreement.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract to which this certificate is attached. This authority **remains valid for thirty (30) days** from the date of this vote. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the county. To the extent that there are any limits on the authority of any listed individual to bind the county in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

DATED: 10/14/2022

ATTEST:


Joe Osgood, Clerk
Sullivan County Board of Commissioners

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GENERAL CONDITIONS – ALL COVERAGE DOCUMENTS

The New Hampshire Public Risk Management Exchange (Primex³) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes and its bylaws, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions.

Throughout these General Conditions and the Coverage Document(s), the words "you" and "your" refer to the Member named in the Schedule of Members or the entity named in the Schedule of Not-For-Profit Corporations. The words "we", "us" and "our" refer to the public entity risk management pool (Primex³) providing the coverage. References to "member" or "Member" apply to entities named in the Schedule of Members and Schedule of Not-For-Profit Members.

The terms and conditions set forth in these General Conditions apply to all program(s) and coverage provided by us to you.

(A) Duties in the event of an Occurrence, Wrongful Act, claim, or suit

1. You must see to it that we are notified as soon as practicable in accordance with our policies and procedures of an Occurrence or Wrongful Act, incident or injury which may result in a claim. To the extent possible, notice should include:
 - (a) How, when and where the Occurrence or Wrongful Act, incident or injury took place;
 - (b) The names and addresses of any injured person and witnesses; and
 - (c) The nature and location of any injury or damage arising out of the Occurrence or Wrongful Act, incident or injury.
2. If a claim is threatened or made or if a suit is brought against any Member, you must:
 - (a) Immediately record the specifics of the claim or suit and the date received;
 - (b) Notify us as soon as practicable and in accordance with our policies and procedures; and
 - (c) See to it that we receive written notice of the claim or suit as soon as practicable.
3. In connection with a claim or suit, you and any other Covered Person or Entity must:
 - (a) Immediately send us copies of any demands, notices, summonses or legal papers received,
 - (b) Authorize us to obtain records and other information,
 - (c) Cooperate with us in the investigation, settlement or defense of the claim or suit,
 - (d) Submit, and, as far as within your power, cause all persons connected with the claim or suit to submit to examination under oath by any person(s) named by us, relative to any and all matters, and

- (e) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the Member or Covered Entity because of injury or damage to which this coverage may also apply.

No Member will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense without our prior written consent.

(B) No Legal Action Against Us

No person or organization has the right:

1. To join us as a party or otherwise bring us into a suit asking for damages from a Member; or
2. To sue us.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against a Member after said final judgment has been affirmed on appeal, if an appeal has been taken; but we will not be liable for damages that are not payable under the terms of this Coverage Document or that are in excess of the applicable limit of coverage. An agreed settlement means a settlement and release of liability signed by us, the Member's legal representative and the claimant or the claimant's legal representative.

(C) Other Insurance

Our coverage is always excess over any other insurance, whether primary, excess, pro-rata, contingent, or any other coverage which is self-insured or provided through a public entity pool, risk retention group or any other type of alternate funding mechanism, whether collectible or not.

Since our coverage is always excess, we will have no duty to defend any claim or suit where any other party has a duty to defend. If no party defends, we may undertake the defense, but we will be entitled to the Member's rights against all those parties.

Since our coverage is always excess over any other insurance, whether collectible or not, we will pay only our share of the amount of loss, if any, that exceeds the sum of:

1. The total amount that all such other insurance would pay for the loss in the absence of our coverage; and
2. The total of all deductible and self-insured amounts under all that other insurance.

(D) Member Contribution

The amount that you pay for the coverage that we are providing to you is called your member contribution.

1. We will compute all Member contributions for this coverage in accordance with our rules and rates.
2. You must keep records of the information needed for your member contribution computation and send us copies at such times as we may request.

(E) Deductibles

Coverage that we are providing to you may be subject to deductibles. The amount of the deductible may be stated in the Coverage Declarations or the Schedule of Member Deductibles or as an amendment to the Coverage Document(s). Deductibles state the amount(s) you must pay before we are obligated to pay the balance of the loss or claim up to the applicable limit of coverage for the indicated risk or hazard.

(F) Representations

By accepting these General Conditions and the applicable Coverage Document(s) and Declarations, you agree:

1. The statements in the Coverage Document(s) and Declarations are accurate and complete;
2. Those statements are based upon representations you made to us; and
3. We have issued that coverage in reliance upon your representations.

(G) Separation of Interests

Except with respect to the Limits of Liability, and any rights or duties specifically assigned in the Coverage Document(s) to you, the coverage applies:

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

(H) Transfer of Rights Of Recovery Against Others To Us

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

(I) Transfer of Your Rights and Duties

Your rights and duties under the Coverage Document(s) may not be transferred without our prior written consent.

(J) Subrogation.

We shall be subrogated to the extent of any payment hereunder to all the Member's rights of recovery therefore and the Member shall do nothing before or after loss to prejudice such rights and shall do everything necessary to secure such rights. Any amount so recovered shall be apportioned as follows:

1. Any recovery shall be proportionately shared between you and us according to the percent of payment.

(K) Changes to the Coverage Document(s)

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 the Coverage Document(s) or stop us from asserting any right under the terms of the Coverage Document(s), nor shall the terms of the Coverage Document(s) be

waived or changed, except by written amendment issued by us to form a part of the Coverage Document(s).

(L) Terminating Participation in Our Program(s)

1. You may only terminate participation in any of our programs(s) at the end of the applicable Coverage Period for that program(s) if renewing annually or at the end of any multi-year agreement term if you have executed a multi-year agreement.
2. If you decide to terminate participation in any of our programs(s), you must mail or deliver to our Chief Executive Officer written notice on official letterhead at least forty-five (45) days prior to the end of the Coverage Period for that program(s) or the end of the multi-year agreement term.

If said written notice is not provided by you at least forty-five (45) days prior to the end of the coverage period or the multi-year agreement term, membership shall automatically renew and continue for an additional coverage period, and all of the provisions of the Membership Agreement, Public Entity Coverage Documents, Trust Agreement, and Trust by-laws, policies and procedures shall remain applicable.

3. We may terminate your participation in any of our program(s) by mailing or delivering to you written notice of at least:
 - a) Ten (10) days for nonpayment of contribution or deductible or for failure to cooperate with us in the investigation, defense or settlement of a claim or suit, or
 - b) Forty-five (45) days prior to the end of the program(s) Coverage Period for any other reason.

If we terminate your participation in any claims-made liability coverage, the extended reporting period will not be provided to you.

4. The notice given by us will state the effective date of termination and the coverage period will end on that date.
5. Since you can only terminate participation in our program(s) at the end of the program(s) coverage period or the end of a multi-year agreement term, we will not refund any portion of your member contribution.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.
7. Upon terminating participation in our program(s), whether by you or us, all benefits of membership in the Primex³ Trust including entitlement to assets, credits, distributions, future benefits, services or other consideration shall terminate simultaneously.

(M) Inspections and Surveys

We have the right but are not obligated to:

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

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

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

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

(N) Bankruptcy or Receivership

Bankruptcy, receivership, or insolvency of the Member will not relieve us of our obligations under the Coverage Document(s).

Receivership will not relieve you of your obligations to us if we sustain any loss or liability as a result of your failure to fulfill your obligations. We reserve our rights to proceed against your post-receivership assets.

(O) Controversies and Disputes

All questions, controversies or disputes, of whatsoever character, arising in any manner or between parties or persons in connection with Primex³ or its operations, will be dealt with in accordance with the Primex³ Trust Agreement, Article VI, Controversies and Disputes.

(P) Severability of Interest

In the event of claims being made for Personal Injury and/or Property Damage by Covered Person for which another Member is or may be liable, then the Coverage Document(s) shall cover such Members against whom a claim is made or may be made in the same manner as if separate coverage had been provided to each Member. Nothing contained in the Coverage Document(s) shall operate to increase our liability set forth in the Declarations and the Coverage Document(s).

(Q) Governmental Immunity

Members shall not waive any rights they may have under applicable governmental immunity statutes without prior written approval by us. Should a judgment be rendered in excess of governmental immunity limits because of such waiver, we will not pay any excess amounts.

(R) Examination of Your Books and Records

We may examine your books and records as they relate to the Coverage Document(s) at any time during the coverage period and at any time following your termination of participation in our program(s) by either you or us for those coverage periods during which we provided coverage to you.

(S) Heading and Titles

The headings and titles used in these General Conditions, the Declarations, any Schedule, Coverage Document(s), or other documents that we may issue are for convenience or reference only. They do not constitute a part of any of those documents and are not to be used in the construction of them.

New Hampshire Public Risk Management Exchange

PUBLIC ENTITY PROPERTY COVERAGE DECLARATIONS

This page along with the General Conditions and Coverage Document provisions and amendments, if any, issued to form a part thereof, completes the below numbered Coverage Document.

ITEM 1. Covered Entities	New Hampshire Public Risk Management Exchange and its Members and approved Not-for-Profit Corporations. See Schedule of Members and Schedule of Not-for-Profit Corporations.
ITEM 2. Document Number	P070122
ITEM 3. Coverage Period	<p>For Members with a July 1 effective date: From 12:01 A.M. Standard Time on July 1, 2022 or the date on which the entity becomes a Member of the New Hampshire Public Risk Management Exchange, whichever is later, and expires at 12:01 A.M. on July 1, 2023.</p> <p>For Members with a January 1 effective date: From 12:01 A.M. Standard Time on January 1, 2023 or the date on which the entity becomes a Member of the New Hampshire Public Risk Management Exchange, whichever is later, and expires at 12:01 A.M. on January 1, 2024.</p>
ITEM 4. Description and Location of Property Covered	<p>ALL RISK OF DIRECT PHYSICAL LOSS OR DAMAGE INCLUDING FLOOD AND EARTHQUAKE ON REAL AND PERSONAL PROPERTY, RENTAL INCOME INCLUDING BOND REVENUE PAYMENTS, BUSINESS INTERRUPTION, ACCOUNTS RECEIVABLE, DEBRIS REMOVAL, ELECTRONIC DATA PROCESSING - MEDIA AND EXTRA EXPENSE, INCREASED COST OF CONSTRUCTION AND DEMOLITION, PROPERTY IN TRANSIT, FINE ARTS, SERVICE INTERRUPTION, VEHICLES AND EQUIPMENT, LANDSCAPING, TEES AND GREENS, ANIMALS, PIERS, DOCKS AND WHARVES, VALUABLE PAPERS, AND EXTRA EXPENSE AND/OR AS MORE FULLY DEFINED IN THE FORMS ATTACHED.</p> <p>SITUATED AT: AS PER SCHEDULE AND VALUES ON FILE WITH THE NEW HAMPSHIRE PUBLIC RISK MANAGEMENT EXCHANGE</p>
<p>ITEM 5. Coverage Limits The limits and sub-limits apply per Occurrence, per Schedule on File with the New Hampshire Public Risk Management Exchange, All Covered Causes of Loss, Coverages and Members Combined unless otherwise stated.</p> <p>Blanket Limit Per Occurrence</p> <p>Sub-Limits Accounts Receivable</p> <p>Automobiles and Mobile Equipment - newly acquired</p> <p>Animals - death</p> <p>Working Dogs and Horses – discretionary for veterinary care</p>	<p>\$1,000,000,000. Limits are shared with and may be reduced by other pool members.</p> <p>\$500,000</p> <p>Included Included</p> <p>\$50,000 aggregate for the Coverage Period</p> <p>\$2,000 per work related accident</p>

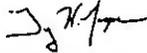
Sub-Limits	
Bridges – Scheduled, approved and not listed on the State of New Hampshire Department of Transportation Municipal Redlist (excluding coverage for the peril of Earthquake and excluding Federal Emergency Management Agency (F.E.M.A.) and/or New Hampshire Department of Safety, Bureau of Emergency Management (BEM) declared disasters)	\$150,000
Builders Risk – Property in Course of Construction, Remodeling	\$15,000,000 but only with scheduling and our approval Projects values between \$15,000,001 to \$50,000,000 may be added but only with scheduling and reinsurer approval
Unscheduled Business Interruption, Rental Income and Tax Interruption Combined and Extra Expense	\$500,000
Extra Expense	\$5,000,000
Contingent Business Interruption, Contingent Rental Values and Contingent Extra Expense	\$500,000
Debris Removal	25% of the amount we pay for direct loss plus the deductible
Demolition and Increased Cost of Construction Due to Building Code Enforcement	\$5,000,000 for non-vacant properties \$2,500,000 for scheduled vacant properties
Earthquake Shock	\$50,000,000 per Occurrence and annual aggregate. Limits are shared with and may be reduced by other pool members.
Electrical Power Fluctuations causing Damage to Property in the Open as defined	\$50,000/Occurrence and aggregate for the Coverage Period
Expediting Expense	Included
Fine Arts	Unscheduled: \$1,000 per item and \$10,000 aggregate for the Coverage Period Scheduled: Agreed amount per Schedule
Fire Department Service Charges and Replacement of Fire Extinguishing Materials	\$1,000
Flood	\$100,000,000 per Occurrence and aggregate for the Coverage Period all flood zones except A and V which are \$50,000,000 per Occurrence and aggregate for the Coverage Period. The sublimit for A and V does not increase the \$100,000,000 Aggregate. Limits are shared with and may be reduced by other pool members.
Jewelry, Furs, Precious Metals and Precious Stones	\$500,000
Landscaping, Golf Course Tees, Greens and Sand Traps and Natural Athletic Fields	\$10,000 per Occurrence and \$50,000 aggregate for the Coverage Period

Sub-Limits	
Money and Securities	\$50,000
Property in Transit	\$250,000
Roadways as defined herein, and paved sidewalks, (Excluding coverage for the peril of Earthquake and excluding Federal Emergency Management Agency (F.E.M.A.) and/or New Hampshire Department of Safety, Bureau of Emergency Management (BEM) declared disasters)	\$50,000
Unscheduled Street Lights and Traffic Signals	\$500,000
Service Interruption – Off Premises	\$50,000
Personal Property outside of USA	\$500,000
Terrorism	Foreign and Domestic \$5,000,000 per Occurrence and annual aggregate
Towing and Labor Expense	\$75 per disablement
Rental car	\$100/day and \$3,000 maximum for comparable vehicle due to covered cause of loss
Unscheduled Power Transmission Lines	\$200,000
Personal automobile deductible for Volunteer/Employee on official duty	Amount of their auto deductible up to \$500, when the loss occurs in the course of employment or Volunteer activity for the Member
Electronic Data	\$10,000 Per Occurrence, \$50,000 Annual Aggregate
Valuable Papers	\$100,000
Watercraft	Under 26': included Over 26': per Schedule on file
Windstorm	\$250,000,000 per Occurrence and annual aggregate for Tier 1 and Tier 2. Limits are shared with and may be reduced by other pool members.
Ingress/Egress; Obstruction by Civil Authority	\$2,000,000 per Occurrence and Annual Aggregate.
ITEM 6. Other Conditions	Miscellaneous Unnamed Locations for existing property program Members: \$10,000,000 for members with total insured property values equal to or greater than \$250,000,000 at time of binding \$5,000,000 for members with total insured property values less than \$250,000,000 at time of binding \$2,500,000 for member's vacant buildings Automatic Acquisition – New Locations or New Property

	<p>\$50,000,000 for 120 days for existing property program Members. Miscellaneous Unnamed Locations sublimits apply after 120 days \$25,000,000 for 90 days for vacant buildings</p> <p>Automatic Acquisition – Additions of New Property Program Members \$25,000,000 for 90 days for new property program members</p> <p>Errors and Omissions in the Reporting of Property or Property Values: \$40,000,000</p>														
ITEM 7. Valuation	<ul style="list-style-type: none"> • Repair or Replacement Cost • Actual Loss Sustained for Time Element Coverages • Actual Cash Value for Automobiles, Unmanned Aircraft, Mobile Equipment and mobile command centers • Replacement Cost for ambulances and In Service Fire Apparatus (non-salvaged and aged 20 years or less) and equipment permanently installed thereon 														
ITEM 8. Member Deductible	<table border="0"> <tr> <td>\$1,000</td> <td>Per occurrence</td> </tr> <tr> <td>24 hour waiting period</td> <td>Business Interruption and Service Interruption</td> </tr> <tr> <td>2.5% of annual tax value per location</td> <td>Tax Interruption</td> </tr> <tr> <td>\$100 vehicle glass breakage</td> <td></td> </tr> </table>	\$1,000	Per occurrence	24 hour waiting period	Business Interruption and Service Interruption	2.5% of annual tax value per location	Tax Interruption	\$100 vehicle glass breakage							
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24 hour waiting period	Business Interruption and Service Interruption														
2.5% of annual tax value per location	Tax Interruption														
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ITEM 9. New Hampshire Public Risk Management Exchange Self-Insured Retention	<table border="0"> <tr> <td>\$200,000</td> <td>Per occurrence</td> </tr> <tr> <td>\$1,200,000</td> <td>Annual aggregate, all losses do not erode the aggregate for the Coverage Period</td> </tr> <tr> <td>\$10,000</td> <td>Maintenance deductible after aggregate is exhausted (\$25,000 for APD)</td> </tr> <tr> <td>\$250,000</td> <td>Per occurrence flood zones A and V</td> </tr> <tr> <td>\$200,000</td> <td>Per occurrence all other flood zones</td> </tr> <tr> <td>\$200,000</td> <td>Per occurrence earthquake shock</td> </tr> <tr> <td>\$200,000</td> <td>Auto physical damage and contractor's equipment</td> </tr> </table>	\$200,000	Per occurrence	\$1,200,000	Annual aggregate, all losses do not erode the aggregate for the Coverage Period	\$10,000	Maintenance deductible after aggregate is exhausted (\$25,000 for APD)	\$250,000	Per occurrence flood zones A and V	\$200,000	Per occurrence all other flood zones	\$200,000	Per occurrence earthquake shock	\$200,000	Auto physical damage and contractor's equipment
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\$200,000	Auto physical damage and contractor's equipment														
ITEM 10. Subject to Form(s) Attached	Primex ³ Public Entity Property Coverage Document														

In witness whereof, the New Hampshire Public Risk Management Exchange has caused this declaration to be signed by its duly authorized representative.

By:



Chief Executive Officer

**NEW HAMPSHIRE PUBLIC RISK MANAGEMENT EXCHANGE
PUBLIC ENTITY PROPERTY COVERAGE DOCUMENT
P070122**

This Public Entity Property Coverage Document is a risk-sharing agreement that describes the scope of the obligations of the New Hampshire Public Risk Management Exchange (Primex³) and each Primex³ Member to Primex³ Members and among one another. THIS COVERAGE DOCUMENT IS NOT AN INSURANCE POLICY. Only those coverages that are specifically identified in the Public Entity Property Coverage Declarations are provided pursuant to this Coverage Document.

The terms and conditions set forth in the General Conditions apply to all program(s) and the coverage provided by us to you. Read all of the conditions carefully to determine what other terms and conditions apply to this coverage.

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

Words and phrases that are capitalized have special meaning. Refer to DEFINITIONS.

COVERAGE AGREEMENT

In consideration of the member contribution paid by you to us, we agree to provide coverage for the following per the terms and conditions stated herein.

LIMITS OF LIABILITY

Subject to exclusions, amendments, and conditions hereinafter provided, our liability for any one Occurrence, regardless of whether one or more of the coverages provided in this Coverage Document are involved, shall not exceed:

(A) MEMBER AND POOL LIMITS OF LIABILITY

The Limits of Liability as described in the Public Entity Property Coverage Declarations apply per Occurrence unless indicated otherwise.

(B) MEMBER AND POOL SUB-LIMITS OF LIABILITY

The following categories of Covered Property or Causes of Loss are subject to sub-limits of liability as described in the Public Entity Property Coverage Declarations and apply per Occurrence unless indicated otherwise. Coverage is provided only if a sub-limit of liability is shown in the Public Entity Property Coverage Declarations for that item and do not increase the specific limits of liability. **The absence of a sub-limit of liability amount in the Public Entity Property Coverage Declarations means that no coverage is provided for that item.**

1. Per Occurrence and in the annual aggregate as respects the peril of Flood;
2. Per Occurrence and in the annual aggregate as respects the peril of Earthquake Shock;
3. Per Occurrence and in the annual aggregate as respects the peril of Windstorm;
4. Combined Business Interruption, Rental Income, Tax Interruption;
5. Extra Expense;
6. Miscellaneous Unnamed locations;
7. Automatic Acquisition. As per Coverage Document provisions;
8. Unscheduled Landscaping, golf course tees, greens and sand traps, and athletic fields if specific values for such items have not been reported on your schedule of values on file with us;
9. Course of Construction and Remodeling Projects;

10. Money and Securities for Fire, Wind, Hail, Explosion, Smoke, Lightning, Riot, Civil Commotion, Impact by Aircraft or Objects falling there from, Impact by Vehicles, Water Damage and Theft (other than by your employee);
11. Unscheduled Fine Arts (as more fully defined herein);
12. Scheduled bridges, approved and not listed as deficient on the State of New Hampshire Department of Transportation Municipal Redlist, Roadways as defined herein, and sidewalks, (excluding coverage for the peril of Earthquake and excluding Federal Emergency Management Agency (F.E.M.A.) and/or New Hampshire Department of Safety, Bureau of Emergency Management (BEM) declared disasters);
13. Increased Cost of Construction due to the enforcement of building codes/ordinance or law; Increased Cost of Construction as to vacant structures;
14. Property in Transit;
15. Animals;
16. Watercraft;
17. Automobiles and Mobile Equipment both existing and newly acquired
18. Off premises services interruption including extra expense resulting from a Covered Cause of Loss at non-owned/operated location(s);
19. Separately as respects Contingent Business Interruption, Contingent Rental Value, and Contingent Extra Expense;
20. Per Occurrence and in the annual aggregate as respects Earthquake for licensed vehicles, unlicensed vehicles, contractors equipment and fine arts combined for all Members where specific values for such items are not covered for dedicated Earthquake Shock coverage as part of your schedule of values held on file with us;
21. Per Occurrence and in the annual aggregate as respects Flood for licensed vehicles, unlicensed vehicles, contractors equipment and fine arts combined for all Members where specific values for such items are not covered for dedicated Flood coverage as part of your schedule of values held on file with us;
22. Claim Preparation Expenses;
23. Expediting Expenses;
24. Separately as respects furs, jewelry, precious metals and precious stones;
25. Business Interruption for Power Generation Facilities which is part of and not in addition to the sub-limit of liability set forth in item 4. above; and
26. Terrorism.

MEMBER'S DEDUCTIBLE

Deductibles are shown on the Public Entity Property Coverage Declarations, or by amendment. Unless a more specific deductible is applicable for a particular loss, the Member Deductible shown in the Public Entity Property Coverage Declarations shall apply per Occurrence. We will not pay for loss or damage in any one Occurrence until the amount of the loss or damage exceeds the applicable deductible.

COVERAGE TERRITORY

This Coverage Document covers Real Property within the United States. Personal Property and Automobiles is extended to worldwide coverage per Sub-Limit set forth in the Public Entity Property Coverage Declarations.

PERSONS OR ENTITIES COVERED

- (A) The Members named in the Schedule of Members and the entities named in the Schedule of Not-for-Profit Corporations;
- (B) Lessors and other party(ies) of interest in Covered Property. However, the inclusion of more than one covered party shall not serve to increase the limit of liability;

- (C) Mortgagees to whom we have issued certificates of coverage in accordance with the terms and conditions required by the mortgagee; and

Loss, if any, shall be adjusted with you and payable to you as your respective rights and interests may appear, subject however to the provisions of any payee or mortgagee clauses which may otherwise be provided.

DEFINITIONS

When used in this Coverage Document, including amendments forming a part hereof:

- (A) "Act of Terrorism" means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.
- (B) "Automobile" means any licensed land motor vehicle, trailer, or semi-trailer and subject to motor vehicle registration.
- (C) "Electronic Data Processing Equipment" means data processing equipment and information systems, equipment component parts and related peripheral equipment including air conditioning and fire protective equipment used solely for data processing operations.
- (D) "Fine Arts" means paintings, etchings, pictures, tapestries, statuary, marbles, bronzes, antique furniture, books, maps, glass, antique silver and other similar items of art rarity or antiquity.
- (E) "Member" means those political subdivisions listed in the Schedule of Members.
- (F) "Mobile Equipment" means land vehicles including equipment and apparatus attached thereto, whether or not self-propelled and not subject to motor vehicle registration.
- (G) "Occurrence" means a loss, incident or series of losses or incidents not otherwise excluded by this Coverage Document and arising out of a single event, or interrelated events, or originating causes and includes all resultant or concomitant covered losses.

The definition of Occurrence has additional provisions when applied to loss or losses from Earthquake, Flood and/or Windstorm as delineated in those Coverage Extensions.

- (H) "Roadways" means that portion of a way improved, designed or ordinarily used for vehicular travel, but does not mean bridges, the sidewalk, berm or shoulder (even though such is used by persons riding bicycles or other human powered vehicles) and that has been paved with concrete, asphalt or similar hard surface and which is owned and maintained by the Member .

Roadways does not mean any bridge, private road, street, driveway, alley or similar by-way of any kind that the Member maintains whether or not said by-way has been accepted by the Member for that purpose.

- (I) "Unmanned Aircraft" means an aircraft that is not designed, manufactured or modified to be controlled by a person from within or on the aircraft.

COVERED PROPERTY

All property you own or lease of every description of an insurable nature, both real and personal (including improvements and betterments of your property), or property of others in your care, custody or control for which you are liable by written agreement or under obligation to provide property coverage.

It is also understood and agreed that the interest of additional covered parties and/or loss payees are automatically included.

PROPERTY NOT COVERED

- (A) Land (including land on which Covered Property is located) and land values;
- (B) Water;
- (C) Standing timber, bodies of water and growing crops;
- (D) Plants, trees and shrubs, unless installed as landscaping prior to loss;
- (E) Accounts, bills, deeds, evidences of debt;
- (F) Aircraft of any kind except Unmanned Aircraft;
- (G) Watercraft over twenty-six (26) feet in length unless listed on your schedule of values on file with us;
- (H) Rolling stock, except light rail vehicles, subway trains, and related track maintenance vehicles for light rail and subway trains;
- (I) Property sold by you under conditional sales or trust agreements, or under deferred payment plans after delivery to the purchaser;
- (J) Sewers, drains, flues, underground pumps and underground pipes of any kind what-so-ever whether located on or off your premises;
- (K) Foundations of buildings, structures, machinery or boilers if their foundations are below:
 - 1. The lowest basement floor, or
 - 2. The surface of the ground, if there is no basement.
- (L) Property shipped by U.S. mail or commercial courier service;
- (M) Contraband or property in the course of illegal transportation or trade;
- (N) Underground storage tanks including their attached underground pipes, flues and drains; and
- (O) Tunnels, dams, catwalks, culverts, levees, guardrails and unscheduled bridges.
- (P) Non-owned furs, jewelry, precious metals and precious stones, except for such items in the care, custody and control of a Member law enforcement department.
- (Q) Automobiles not owned or leased by you.

- (R) Landfills and related property, including but not limited to liners, membranes, caps, and any other equipment utilized in the operation and maintenance of any landfill.
- (S) Railroad track

COVERED CAUSES OF LOSS

Risks that are not excluded of direct physical loss or damage to Covered Property subject to stated limits, sub-limits, coverage terms, conditions, and exclusions of this Coverage Document.

EXCLUDED CAUSES OF LOSS

We will not pay for loss or damage caused directly, indirectly, wholly or partially by any of the following. However, subsequent to the excluded loss, we will pay for separate ensuing loss or damage from causes not otherwise excluded.

- (A) Delay, loss of use, loss of market, indirect or consequential loss except as may otherwise be specifically covered by this Coverage Document;
- (B) Dishonest or criminal acts by you, or of your employees, authorized representatives or anyone to whom you entrust your property for any purpose while acting alone or in collusion with others whether or not occurring during the hours of employment.
This exclusion does not apply to a carrier for hire, nor to acts of destruction by your employees.
- (C) Property that is missing, without proven explanation, a shortage disclosed on taking inventory, or other instances where there is no physical evidence to show what happened to the property;
- (D) Voluntary parting with any property by you or anyone else to whom you have entrusted the property who is induced to do so by any fraudulent scheme, trick, device, impersonation or instruction or any other false pretense or deceptive act;
- (E) Collapse, except as provided under the Collapse coverage extension;
- (F) Wear or tear or gradual deterioration;
- (G) Moth, vermin, rodents, termites or other insects;
- (H) Rust, corrosion, wet or dry rot, decay, deterioration, hidden or latent defect, inherent vice or any quality in the property that causes it to damage or destroy itself.
- (I) Loss, damage, claim, cost, expense or other sum directly or indirectly arising out of or relating to: mold, mildew, fungus, spores or other microorganism of any type, nature, or description, including but not limited to any substance whose presence poses an actual or potential threat to human health.

This exclusion applies regardless whether there is:

- a. any physical loss or damage to covered property;
- b. any insured peril or cause, whether or not contributing concurrently or in any sequence;
- c. any loss of use, occupancy, or functionality; or
- d. any action required, including but not limited to repair, replacement, removal, cleanup, abatement, disposal, relocation, or steps taken to address medical or legal concerns.

This exclusion replaces and supersedes any provision in the Coverage Document that provides coverage, in whole or in part, for these matters.

- (J) Loss, damage, injury, expense, cost, or legal obligation directly or indirectly resulting from or arising out of or in any way related to:
1. Enforcement of any ordinance or law which requires the demolition, repair, replacement, reconstruction, remodeling or remediation of property due to contamination by pollutants or due to the presence, growth, proliferation, spread or any activity of fungus, wet rot or dry rot or bacteria; or
 2. The cost associated with the enforcement of any ordinance or law which requires any member or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of pollutants, fungus, wet rot or dry rot or bacteria.
- (K) Settling, cracking, shrinking or expansion of:
1. pavements, foundations, walls, floors, ceilings or other elements of building structures
 2. bridges, wharfs, docks, boardwalks, bulkheads, pilings, piers, and retaining walls;
 3. outdoor athletic tracks, artificial athletic fields, tennis courts, basketball courts; and
 4. Roadways, streets, walkways, paved surfaces, and guardrails.
- (L) Birds or animals except for collision with your Automobiles;
- (M) Mechanical breakdown or derangement including rupture or bursting caused by centrifugal or reciprocating force. But if mechanical breakdown or derangement results in elevator collision, we will pay for the loss or damage caused by that elevator collision;
- (N) Fluctuations in electrical power including a lack or excess thereof that disturbs electrical devices, appliances or wires. But if a fluctuation in electrical power results in fire, we will pay for the loss or damage caused by the fire. However, this exclusion does not apply to Electronic Data Processing Equipment;
- (O) Explosion, rupture, bursting, cracking, burning out or bulging of steam boilers, steam pipes, steam engines, or steam turbines owned or leased by you, or operated under your control.
- But, if explosion, rupture, bursting, cracking, burning out or bulging of steam boilers, steam pipes, steam engines, or steam turbines results in fire or combustion explosion, we will pay for that resulting loss or damage.
- We will also pay for loss or damage caused by or resulting from the explosion of gases or fuel within the furnace of any fired vessel or within the flues or passages through which the gases of combustion pass;
- (P) Water, other liquids, powder or molten material that leaks or flows from plumbing, heating, air conditioning, irrigation or other equipment (except fire protective systems) caused by or resulting from freezing, unless you have made reasonable efforts to:
1. maintain heat in the building or structure; or
 2. drain the equipment and shut off the water supply if the heat is not maintained.

(Q) Marring or scratching of personal property;

(R) Faulty, inadequate, or defective:

1. planning, zoning, development, surveying, siting;
2. design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction. Workmanship also includes property damage to that particular part of any property that must be restored or repaired because your work was faultily performed on it.
3. materials used in repair, construction, renovation or remodeling; or
4. maintenance of part or all of any property on or off your premises.

(S) Continuous or repeated seepage or leakage of water;

(T) Governmental Action – seizure or destruction of property by order of governmental authority. But, we will pay for loss or damage caused by acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread, if the fire would be covered under this Coverage Document;

(U) Pollution

1. Any loss, cost, expense or damage to property arising out of the actual, alleged or threatened presence, existence, discharge, dispersal, release, seepage, migration, escape, travel, movement, relocation, deposit, decay, deterioration, dissolution, degradation, or absorption, of pollutants, whether sudden, gradual, indoor or outdoor;

2. Any loss, cost, expense or damage arising out of any governmental direction or request that you investigate, test for, monitor, clean up, remove, contain, treat, detoxify or neutralize pollutants.

"Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including without limitation, smoke, vapor, soot, fumes, acids, alkalis, chemicals, electromagnetic radiation, fiberglass, lead, lead paint, lead pigment, lead in water, lead products or materials containing lead, asbestos, silica, dioxin, polychlorinated biphenyls, or any other hazardous or toxic substance or waste of whatever kind and in whatever form, regardless of whether it is wholly or partially intact, degraded or decayed. Waste material includes materials that are intended to be or have been recycled, reconditioned or reclaimed.

"Pollutants" shall also mean fungal pathogens or bacteria, including any fungus or mycota or any byproduct or type of infestation produced by such fungus or mycota, including but not limited to mold, mildew, mycotoxins, spores, or any biogenic aerosols, whether indoors or outdoors.

(V) War or Military Action

Loss caused directly or indirectly, by:

- a. War, hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual, impending or expected attack
 - i. by any government or sovereign power (de jure or de facto), or by any authority maintaining or using military, naval or air forces; or
 - ii. by military, naval or air forces; or
 - iii. by an agent of any such government, power, authority or forces;

b. any weapon of war employing atomic fission or radioactive force whether in time of peace or war;

c. insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating or defending against such an occurrence, seizure or destruction under quarantine or customs regulations, confiscation by order of any government or public authority, or risks of contraband or illegal transportation or trade.

(W) Damage or loss to Automobiles caused by or resulting from:

1. Wear and tear, freezing, mechanical or electrical breakdown, and
2. Blowouts, punctures or other road damage to tires.

(X) Automobiles while used in any professional or organized racing or demolition contest or stunting activity or while practicing for such a contest or activity; and

(Y) Nuclear reaction or nuclear radiation or radioactive contamination from any cause, all whether direct or indirect, controlled or uncontrolled, proximate or remote, or is contributed to or aggravated by a Covered Cause of Loss. However:

a. If fire not otherwise excluded results, we shall be liable for the direct physical loss or damage by such resulting fire, but not including, any loss or damage due to nuclear reaction, nuclear radiation, or radioactive contamination, and

b. This Coverage Document does insure against physical loss or damage caused by sudden and accidental radioactive contamination, including resultant radiation damage, from material used or stored or from processes conducted on the Insured premises, provided that, at the time of such loss or damage, there is neither a nuclear reactor nor any new or used nuclear fuel on the Insured premises.

(Z) For buildings that are purchased, acquired or leased with the following conditions existing at the time of purchase, lease or acquisition:

- (a) Building or any part of a building is in danger of falling down or caving in, or
- (b) Any part of a building that has separated from any other part of a building.

Loss or damage arising out of the above conditions is excluded.

(AA) Cyber and Data Loss

(a) Notwithstanding any provision to the contrary, the following is excluded:

Cyber Loss, unless subject to the provisions of paragraph (b); and loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data, unless subject to the provisions of paragraph (c), regardless of any other cause or event contributing concurrently or in any other sequence thereto.

(b) Subject to all the terms, conditions, limitations and exclusions of this Coverage Document or any endorsement thereto, we cover physical loss or physical damage to property insured under

this Coverage Document caused by any ensuing fire or explosion which directly results from a Cyber Incident, unless that Cyber Incident is caused by, contributed to by, resulting from, arising out of or in connection with a Cyber Act including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act.

(c) Subject to all the terms, conditions, limitations and exclusions of this Coverage Document or any endorsement thereto, should Data Processing Media owned or operated by the Insured suffer physical loss or physical damage insured by this Coverage Document, then we will cover the cost to repair or replace the Data Processing Media itself plus the costs of copying the Data from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling the Data. If such media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank Data Processing Media. However, we exclude any amount pertaining to the value of such Data, to the Insured or any other party, even if such Data cannot be recreated, gathered or assembled.

(d) In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

(e) This endorsement supersedes and, if in conflict with any other wording in this Coverage Document or any endorsement thereto having a bearing on Cyber Loss, Data or Data Processing Media, replaces that wording.

Definitions

(f) Cyber Loss means any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident.

(g) Cyber Act means an unauthorized, malicious or criminal act or series of related unauthorized, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.

(h) Cyber Incident means any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.

(i) Computer System means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the insured or any other party.

(j) Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.

(k) Data Processing Media means any property insured by this Coverage Document on which Data can be stored but not the Data itself.

COVERAGE EXTENSIONS

These Coverage Extensions are subject to the Excluded Causes of Loss listed above and are subject to the applicable deductible, stated limits, sub-limits, coverage terms, conditions, and exclusions of this

Coverage Document. These Coverage Extensions do not increase the limits of liability shown in the Public Entity Property Coverage Declarations and payments made under these extensions will reduce the limits available for property coverage shown on those Declarations.

(A) Accounts Receivable

When you have direct physical loss of or damage to your records of accounts receivable caused by a covered cause of loss occurring during the Coverage Period, we will pay:

1. all amounts due from your customers that you are unable to collect;
2. interest charges on any loan to offset impaired collections pending repayment of such sums made uncollectible by such loss or damage;
3. collection expense in excess of normal collection cost and made necessary because of such loss or damage;
4. other reasonable expenses that you incur to re-establish your records of accounts receivable following such loss or damage.

In addition to the Excluded Causes of Loss in this Coverage Document, this extension does not cover loss resulting from any of the following:

1. loss due to any fraudulent, dishonest or criminal act by you whether acting alone or in collusion with others;
2. loss due to bookkeeping, accounting or billing errors or omissions;
3. loss, the proof of which as to factual existence, is dependent upon an audit of records or an inventory computation; but this shall not preclude the use of such procedures in support of claim for loss which you can prove, through evidence wholly apart therefrom, is due solely to a risk of loss to records of accounts receivable not otherwise excluded hereunder;
4. loss due to electrical or magnetic injury, disturbance or erasure of electronic recordings, except when caused by lightning;
5. unauthorized instructions to transfer property to any person or any place;
6. loss due to alteration, falsification, manipulation, concealment, destruction or disposal of records of accounts receivable committed to conceal the wrongful giving, taking, obtaining or withholding of money, securities or other property but only to the extent of such wrongful giving, taking, obtaining or withholding.

If you cannot accurately establish the total amount of accounts receivable outstanding as of the date of such loss, such amount shall be based on your monthly statements and shall be computed as follows:

1. determine the amount of all outstanding accounts receivable at the end of the same fiscal month in the year immediately preceding the year in which the loss occurs;
2. calculate the percentage of increase or decrease in the average monthly total of accounts receivable for the twelve months immediately preceding the month in which the loss occurs, or such part thereof for which you have furnished monthly statements to us as compared with such average for the same months of the preceding year;

3. the amount determined under (1) above as increased or decreased by the percentage calculated under (2) above, shall be the agreed total amount of accounts receivable as of the last day of the fiscal month in which said loss occurs;
4. the amount determined under (3) above shall be increased or decreased in conformity with the normal fluctuations in the amount of accounts receivable during the fiscal month involved, due consideration being given to your experience since the last day of the last fiscal month for which statement has been rendered.

There shall be deducted from the total amount of accounts receivable, however established, the amount of such accounts evidenced by records not lost or damaged, or otherwise established or collected by you, and an amount to allow for probable bad debts which would normally have been uncollectible by you. All unearned interest and service charges shall be deducted.

(B) Animals

We will pay the cost to replace an animal that you own that has died while on your premises or in service for you caused by or resulting from any of the following causes of loss:

1. Assault;
2. Collision with a motor vehicle while the animal is being utilized in the line of duty;
3. Fire or lightning;
4. Earthquake
5. Explosion;
6. Flood;
7. Riot or civil commotion, including acts of striking employees;
8. Sinkhole collapse;
9. Smoke;
10. Smothering or freezing caused directly by blizzard or snowstorm;
11. Theft;
12. Vandalism;
13. Volcanic action; and
14. Windstorm or Hail.

(C) Automobile Deductible

Loss to personal motor vehicles used by any employee or Volunteer of the Member, up to a limit of five hundred dollars (\$500), when the loss occurs in the course of employment or Volunteer activity for the Member. Use of a personal vehicle for travel to or from the place of employment or to or from the place of Volunteer activity (other than by a police officer, firefighter or rescue personnel in response to an emergency or similar event) shall not be deemed to be used in the course of

employment or Volunteer activity for the Member. The Member's deductible is not applicable to this Coverage Extension.

(D) Builders Risk – Property In Course of Construction, Remodeling

We may in our discretion bind coverage for course of construction and remodeling projects subject to the following conditions:

1. The member submits to us a written request for review and signed approval.
2. The project involves only real property on new or existing locations (excluding dams, piers, roads, and bridges).
3. Value of the project at the location does not exceed the sub-limit listed in the Public Entity Property Coverage Declarations.

However, we exclude and will not pay for:

- a. The cost of making good, faulty or defective workmanship, materials, construction and/or design, but this exclusion shall not apply to damage by a peril not excluded resulting from such faulty or defective workmanship, materials, construction and/or design.
- b. The cost of non-compliance of, or delay in completion of the contract
- c. The cost of non-compliance with contract conditions
- d. Damage, destruction or loss to Contractors' or subcontractors' equipment, vehicles, machinery, tools and other property
- e. Damage, destruction or loss to materials that are not part of or destined to become part of the installation

We will cover your additional expenses as defined below for the lesser of the actual loss sustained or up to twenty-five percent (25%) of the estimated completed value of the project which results from a delay in the completion of the project beyond the date it would have been completed had no loss or damage occurred. The delay must be due to direct physical loss or damage to your property and be caused by or result from a peril not excluded by this Coverage Document. We will pay covered expenses when they are incurred.

We will pay the following Additional Soft Costs:

1. **Additional Interest Coverage** – the additional interest on money you borrow to finance construction or repair.
2. **Rent or Rental Value Coverage** – the actual loss of net rental income that results from delay beyond the projected completion date but we will not pay more than the reduction in rental income less charges and expenses that do not necessarily continue.
3. **Additional Real Estate Taxes or Other Assessments** – the additional real estate taxes or other assessments you incur for the period of time that construction is extended beyond the completion date.
4. **Additional Advertising and Promotional Expenses** – the additional advertising and promotional expense that becomes necessary as a result of a delay in the completion of the project.
5. **Additional Commissions Expense** – the additional expense which results from the renegotiating of leases following an interruption in the project.

6. Additional Architectural and Engineering Fees – the additional architectural and engineering fees that become necessary as a result of a delay in the completion of the project.
7. Additional License and Permit Fees – additional license and permit fees that become necessary as a result of a delay in the completion of the project.
8. Legal and Accounting Fees – the additional legal and accounting fees you incur as a result of a delay in the completion of the project.)

(E) Business Interruption and Extra Expense

We will pay for the actual loss of business income and rental value you sustain due to the necessary suspension of your operations during the Period of Restoration. We will pay for only such period of time as you could restore operations with reasonable speed to the level which would have existed if no physical loss or damage occurred. The suspension must be caused by direct physical loss of or damage to property at your premises. The loss or damage must be caused by or result from a covered cause of loss.

We will pay Extra Expense you incur during the Period of Restoration in order to continue as nearly as practicable your normal operations following damage to or destruction of tangible real or personal property by direct physical loss of or damage to the property.

This extension does not include:

1. Any claim for recovery which may be occasioned by any ordinance or law regulating construction or repair of buildings or structures, nor by the suspension, lapse or cancellation of any lease, contract or order, nor for any claim for recovery due to interference by strikers, or other persons with rebuilding, repairing, or replacing property, or with the resumption or continuation of operations;
2. Any coverage for extra expense for damage to or destruction of business personal property unless on the premises occupied by you at the time of loss.

In addition to the General Conditions – All Coverage Documents the following conditions pertain to this extension:

1. We shall be liable for Extra Expense for only such length of time as would be required with the exercise of due diligence and dispatch to rebuild, repair or replace such part of the property as has been damaged or destroyed, commencing with the date of damage or destruction and not limited by the date of expiration of this coverage.
2. As soon as practicable, you shall resume normal operations and dispense with extra expense.

In addition to the Definitions section of this Coverage Document, the following definitions pertain to this extension:

1. Extra Expense means the excess, if any, of the total cost incurred during the period of restoration chargeable to your operation over and above the total cost that would normally have been incurred to conduct operations during the same period had no damage or destruction occurred. Any salvage value of property obtained for temporary use during the period of restoration, which remains after the resumption of normal operations, shall be taken into consideration in the adjustment of any loss hereunder;

2. Business income means the total anticipated income, excluding loss from tax revenue that would have been earned, including income from tenant occupancy of your premises, less deduction for expenses normally incurred by you that have been discontinued as a result of the physical loss or tangible damage to your premises. This includes the amount of all charges which are by terms of a lease agreement the legal obligations of the tenant but which would otherwise be your obligations;
3. Normal means the condition that would have existed had no loss occurred;
4. Operations mean your activities occurring at the premises subject to the loss including your activities at any leased or occupied premises;
5. Period of Restoration as used in this extension means that period which:
 - a. Begins with the date of direct physical loss or damage to covered property caused by or resulting from a covered cause of loss at the covered premises; and
 - b. Ends on the date when the covered premises should be repaired, rebuilt or replaced with reasonable speed and similar quality; but not later than one hundred twenty (120) consecutive days from the date established in the period of restoration above and does not include any increased period required due to the enforcement of any law that:
 - i. regulates the construction, use or repair, or requires the tearing down of any property; or
 - ii. regulates the prevention, control, repair, clean up, or restoration of damage caused by pollutants.
 - c. The expiration date of this Coverage Document will not cut short the Period of Restoration.
6. Rental value means the sum of:

The total anticipated gross rental income from tenant occupancy of your property as furnished and equipped by you and the amount of all charges of the tenants and which would otherwise be your obligations.

The amount of rental loss will be determined based on:

 - a. the rental experience before the direct physical loss or damage occurred; or
 - b. the likely experience if no loss or damage occurred.

(F) Collapse

We will pay for direct physical loss or damage caused by or resulting from or involving Collapse of a building or any part of a building caused by one or more of the following:

1. fire, lightning, explosion, windstorm, hail, smoke, aircraft or Automobiles, riot or civil commotion, vandalism, leakage from fire extinguishing equipment, sinkhole collapse, flood, earthquake, falling objects, breakage of building glass, or water damage;
2. hidden decay, except if the presence of such decay is known to you prior to collapse;
3. hidden insect or vermin damage, that is hidden from view, except if the presence of such damage is known to you prior to collapse;

4. weight of people or personal property;
5. weight of snow, ice, sleet or rain that collects on a roof;
6. use of defective material or methods in construction, remodeling or renovation if the collapse occurs during the course of the construction, remodeling or renovation.

In addition to the Definitions section of this Coverage Document, the following definitions pertain to this extension.

1. Collapse means an abrupt falling down or caving in of a building or any part of a building with the result that the building or part of the building cannot be occupied for its intended purpose. Collapse does not include settling, cracking, shrinkage, bulging or expansion.
2. Sinkhole Collapse means the sudden sinking or collapse of land into underground empty spaces created by the action of water on limestone or dolomite. It does not include:
 - a. the cost of filling sinkholes; or
 - b. sinking or collapse of land into manmade underground cavities.

Purchased, acquired or leased buildings with structural problems: notwithstanding anything in this Coverage Document and extension to the contrary, for buildings that are purchased, acquired or leased, we exclude all loss or damage arising from the following conditions if they existed at the time of purchase, acquisition or lease:

- a. building or any part of a building is in danger of falling down or caving in, or
- b. any part of a building has separated from another part of the building;

(G) Contingent Business Interruption and/or Extra Expense and/or Rental Value

We will pay for your income loss when your operations are suspended as a result of damage from a covered cause of loss to the property of a key supplier or customer locations (whether or not such location is owned by the supplier or customer) that prevents a supplier of goods and/or services from supplying such goods and/or services to you, or that prevents a recipient of goods and/or services from accepting such goods and/or services.

(H) Debris Removal

We will pay your expense to remove debris of Covered Property from your premises, that may be damaged or destroyed by a covered cause of loss that occurs during the Coverage Period. This debris removal coverage does not apply to the cost to extract pollutants from land or water, or to remove, restore or replace polluted land or water.

This Coverage Document specifically excludes asbestos materials clean up or removal, unless asbestos is itself damaged by a peril covered by this Coverage Document, then asbestos cleanup or removal within the damaged area, and applicable time element coverages, will be covered by this Coverage Document.

In no event will coverage be extended to cover undamaged asbestos, including undamaged asbestos in any portion of the building mandated by any governmental direction or request declaring that asbestos material present in any undamaged portion of the Insured's property must be removed or modified, or;

any loss or expense including investigation or defense costs, caused by, resulting from, or arising out of asbestos, exposure to asbestos, or any product containing asbestos, or; any loss or expense normally provided by demolition, increased cost or building ordinance.

The Insured must report to us the existence of the damage as soon as practicable after the loss. However, this Coverage Document does not insure any such damage first reported to us more than thirty six (36) months after the expiration, or termination, of this Coverage Document.

The most we will pay under this Extension is twenty-five percent (25%) of:

The amount we pay for the direct loss or damage

This extension does not apply to costs to:

1. Extract pollutants from land or water; or
2. Remove, restore, or replace polluted land or water.

(I) Electrical Power Fluctuations Causing Damage to Property in the Open

We will pay for direct physical loss or damage to your Property in the Open caused by or resulting from fluctuations in electrical power including a lack or excess thereof.

For purposes of this Coverage Extension, Property in the Open means street lights, outdoor lighting, traffic control devices and scoreboards

(J) Demolition and Increased Cost of Construction

In the event of loss or damage caused by the enforcement of any law or ordinance regulating the construction or repair of damaged property that was in effect when the loss/damage occurred or came into force within six months of the date the loss/damage occurred, we will be liable for:

1. The cost of demolishing the undamaged facility including the cost of clearing the site;
2. The value of such undamaged part of the facility which must be demolished;
3. The increased cost of repair or reconstruction of the damaged and undamaged facility on the same or another site limited to the minimum requirements of such law or ordinance regulating the repair or reconstruction of the damaged property and the cost thereof on the same site. However, we will not be liable for any increased cost of construction loss unless and until the damaged facility is actually rebuilt or replaced which must take place within two years;
4. Any increase in the business interruption, extra expense or rental value loss arising out of the additional time required to comply with said law or ordinance compared with the time it would have taken to replace the loss with materials of like kind and quality.

(K) Earthquake Shock

We will pay for loss or damage caused by or resulting from risks of direct physical loss involving Earthquake Shock.

With respect to the peril of earthquake shock, any and all losses from this cause within a one hundred sixty-eight (168) hour period shall be deemed to be one loss. We will elect the moment from which each

of the aforesaid periods of one hundred sixty eight (168) hours shall be deemed to have commenced but no two such one hundred sixty eight (168) hour periods shall overlap.

We shall not be liable for any loss caused by an earthquake shock occurring before the effective date and time of the Coverage Period. We will be liable for any losses occurring for a period of up to one hundred sixty eight (168) hours after the expiration of this Coverage Document provided that the first earthquake shock loss or damage within that one hundred sixty eight (168) hours occurs prior to the date and time of the expiration of the Coverage Period.

In the event of there being a difference of opinion between us as to whether or not all earthquake shock losses sustained by you during an elected period of one hundred sixty eight (168) hours arose out of, or were caused by a single earthquake shock, the stated opinion of the National Earthquake Shock Information Service of the United States Department of the Interior or comparable Authority in any other country or locality shall govern as to whether or not a single earthquake shock continued throughout the period at the locations involved.

The term earthquake shock is defined as: earth movement meaning natural faulting of land masses, but not including subsidence, landslide, rock slide, earth rising, earth sinking, earth shifting or settling unless as a direct result of such earth movement. The definition of earthquake shock does not include ensuing loss or damage by fire, explosion or sprinkler leakage. Further Earthquake Sprinkler Leakage is covered outside of the "Earthquake Shock" definition and subject to the basic peril deductible.

(L) Expediting Expense

We will pay the reasonable extra cost of temporary repair and of expediting the repair of your damaged property, including overtime and the extra costs of express or other rapid means of transportation in the event of physical loss or damage covered under this Coverage Document.

(M) Fine Arts

We will pay for direct physical loss of or damage resulting from Covered Causes of Loss for:

1. your unscheduled fine arts up to the sub-limit listed in the Public Entity Property Coverage Declarations;
2. your scheduled fine arts up to the value listed on your schedule on file with us; and
3. fine arts of others that are in your care, custody or control but only if listed on your schedule on file us.

In the event of a total loss of a scheduled fine art item which is part of a pair or set, we will pay the full limit of coverage for such pair or set. You will surrender to us the remaining item(s) of the pair or set.

(N) Fire Department Service Charges and Replacement of Fire Extinguishing Materials

We will pay for the cost of:

1. Fire department service charges, except those costs incurred by your fire department; and
2. Foam solutions, dry chemicals, halon, or other fire extinguishing materials which have been lost, expended, damaged, or destroyed when caused by or resulting from a covered cause of loss.

(O) Flood

We will pay for loss or damage caused by or resulting from risks of direct physical loss involving Flood.

Each loss by flood shall constitute a single loss hereunder.

1. If any flood occurs within a period of the continued rising or overflow of any river(s) or stream(s) and the subsidence of same within the banks of such river(s) or stream(s) or;

2. If any flood results from any tidal wave or series of tidal waves caused by any one disturbance; such flood shall be deemed to be a single occurrence within the meaning of this Coverage Document.

Should any time period referred to above extend beyond the expiration date of this Coverage Document and commence prior to expiration, We shall pay all such flood losses occurring during such period as if such period fell entirely within the term of the Coverage Period.

We shall not be liable, however, for any loss caused by any flood occurring before the effective date and time of the Coverage Period or commencing after the expiration date and time of the Coverage Period.

Flood means a general condition of partial or complete inundation of normally dry land area from:

1. overflow of tidal water; or
2. unusual and rapid accumulation or run off of surface waters from any natural source.

Flood also means mudslide or mudflow, which is a river or flow of liquid mud, caused by flooding as defined above.

The definition of flood does not include ensuing loss or damage by fire, explosion, or sprinkler leakage.

(P) Landscaping, Golf Course Tees, Greens and Sand Traps, and Athletic Fields

We will pay the actual replacement cost of sod, shrubs, sand, plants and trees if they were installed as landscaping prior to the loss; however our liability for replacement of trees, plants and shrubs will be limited to the actual size of the destroyed plant, tree or shrub at the time of the loss up to a maximum size of four (4) inches and twenty-five (25) gallons for nursery stock.

For the purpose of determining coverage under this coverage extension:

1. Landscaping means strategically placed and artistically planned and planted decorative trees, shrubs, or flowers. Landscaping includes gardening plants, flowers, mulch, shrubs and planted trees. Landscaping must be placed or planted for the purpose of decoration or functional use in protecting, shading or beautifying the surrounding area.

(Q) Protection and Preservation of Property

We will pay the expenses incurred by you in taking reasonable and necessary actions for the temporary protection and preservation of covered property in case of actual or imminent physical loss or damage by a covered cause of loss.

(R) Service Interruption – Off Premises

This coverage is extended to include physical damage, business interruption loss and/or extra expense incurred and/or sustained by you as a result of damage to or destruction of Covered Property by a Covered Cause of Loss occurring during the Coverage Period by any suppliers furnishing heat, light, power, gas, water, telephone or similar services to your premises.

(S) Terrorism

We will pay for direct physical loss or damage to Covered Property resulting from Covered Causes of Loss caused by an Act of Terrorism.

(T) Valuable Papers and Records

We will pay for direct physical loss or damage resulting from Covered Causes of Loss for valuable papers and records that are your property while:

1. contained on your premises that are kept in a fire safe, fire vault or similar protective receptacle(s) at all times when your premises are not open for business, except while such valuable papers and records are in actual use;
2. they are being conveyed outside your premises;
3. being removed to and while at a place of safety because of imminent danger of loss while being returned from such place; and
4. being stored off your premises in a fire safe, fire vault or similar protective receptacle(s).

We will also pay the costs to research, replace or restore the lost information on lost or damaged valuable papers and records.

In addition to the Excluded Causes of Loss in this Coverage Document, this Valuable Papers and Records extension does not cover loss, damage or expense caused directly or indirectly by:

1. wear and tear, gradual deterioration, vermin or inherent vice;
2. loss or damage due to any dishonest, fraudulent or criminal act by you or your employees or authorized representatives whether acting alone or in collusion with others;
3. loss or damage to valuable papers and records, if such valuable papers and records cannot be replaced with other of like kind or quality;
4. loss or damage to valuable papers and records held as samples or for sale or delivery after sale; or
5. loss due to electrical or magnetic injury, disturbance or erasure of electronic recordings, except when caused by lightning.

In addition to the Definitions section of this Coverage Document, the following definition pertains to this extension:

1. "Valuable papers and records" means written, printed or otherwise inscribed documents and records but does not mean money, postage, notes or securities.

(U) Water, Other Liquids, Powder, or Molten Material

If loss or damage caused by or resulting from water or other liquid, powder or molten material occurs, we will pay the cost to tear out and replace any part of the building or structure to repair damage to the system or appliance from which the water or other substance escapes.

We will not pay the cost to repair any defect that caused the loss or damage; but, we will pay the cost to repair or replace damaged fire extinguishing equipment if the damage:

1. results in discharge of any substance from an automatic fire protection system; or
2. is directly caused by freezing.

(V) Windstorm

We will pay for loss or damage caused by or resulting from risks of direct physical loss involving Windstorm.

Each loss by windstorm shall constitute a single Occurrence provided however, if more than one (1) windstorm occurs within any seventy-two (72) hours period during the Coverage Period, such windstorm shall be deemed to be a single windstorm.

We may elect the moment from which each of the aforesaid periods of seventy-two (72) hours shall be deemed to have commenced but no two such seventy-two (72) hour periods shall overlap. We shall not be liable for any loss occurring before the effective date and time of this Coverage Document. We will be liable for any losses occurring for a period of up to seventy-two (72) hours after the expiration of this Coverage Document provided that the first windstorm loss or damage within that seventy-two (72) hours occurs prior to the date and time of expiration of this Coverage Document.

In the event of there being a difference of opinion between you and us as to whether or not all windstorm losses sustained by you during an elected period of seventy-two (72) hours arose out of, or was caused by a single atmospheric disturbance, the stated opinion of the National Weather Service or comparable authority in any other country or locality shall govern as to whether or not a single atmospheric disturbance continued throughout the period at the location(s) involved.

(W) Electronic Data

Notwithstanding any provision to the contrary, this Coverage Document is extended to cover direct or indirect loss, damage, destruction, distortion, erasure, corruption or alteration of Electronic Data from fire, lightning, explosion, aircraft, civil commotion, collapse, hail, riot, smoke, physical vandalism, vehicles and windstorm as set for and subject to the sub limit in the Public Entity Property Coverage Declarations.

Electronic Data means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programs, software, and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

Coverage under this extension excludes Computer Virus meaning a set of corrupting, harmful or otherwise unauthorized instructions or code including a set of maliciously introduced unauthorized instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. Computer Virus includes but is not limited to "Trojan Horses", "worms" and "time or logic bombs".

The basis of valuation under this coverage extension shall be the cost to recover, replace, or duplicate Electronic Data to the condition that existed immediately prior to such loss or damage, including the cost of reproducing any Electronic Data. Such cost of reproduction shall include all reasonable and necessary amounts incurred by you in recreating, gathering and assembling such Electronic Data. If the media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank media. However, this Coverage Document does not cover any amount pertaining to the value of such Electronic Data to you or any other party if such Electronic Data cannot be recreated, gathered, assembled, and excludes restoration of the lost Electronic Data.

This Extension does not apply to any liability, penalty, expense or loss covered under Amendment #4 of the Public Entity Liability Coverage Document. Amendment #4 includes coverage, subject to its terms and conditions, for Information Security & Privacy Liability, Privacy Notification Costs, Regulatory Defense and Penalties, Website Media Content Liability, Cyber Extortion, First Party Data Protection and First Party Network Business Interruption.

(X) Ingress/Egress

Ingress/Egress obstruction loss is covered as follows: actual loss sustained during the period of time not exceeding 30 days when, as a direct result of physical loss or damage caused by a covered peril(s) specified by this Coverage Document and occurring at property located within a 10 mile radius of covered property, when ingress to or egress from the covered property is prevented. Such loss is subject to the sublimit specified on the Public Entity Property Coverage Declarations and not covered under any other provision of this Coverage Document regardless of any language to the contrary.

(Y) Interruption by Civil Authority

Interruption By Civil Authority access prevention loss is covered as follows: actual loss sustained during the period of time not exceeding 30 days when, as a direct result of physical loss or damage caused by a covered peril(s) specified by this Coverage Document and occurring at property located within a 10 mile radius of covered property, access to the covered property is specifically prohibited by order of a civil authority. Such loss is subject to the sublimit specified on the Public Entity Property Coverage Declarations and not covered under any other provision of this Coverage Document regardless of any language to the contrary.

COVERAGE CONDITIONS

(A) Automatic Acquisition

Coverage is automatically extended to insure direct physical loss or damage not excluded by this coverage document to additional property of the type insured under this coverage document and/or interests as described in this coverage document, which may be acquired or otherwise become at the risk of the member, during the Coverage Period, within the United States of America, subject to the applicable limit or sublimit shown on the Public Entity Property Coverage Declarations.

Coverage ceases at the earlier of the following dates:

1. One hundred twenty (120) days from the date of acquisition or lease of such property;
2. When the automatic acquisition location is reported to us and bound by our reinsurer; or
3. The member is notified that we or our reinsurer that it will not bind the automatically acquired location.

Notwithstanding the above:

- A. Automatic coverage is granted for up to 90 days, subject to a sublimit of \$25,000,000, for new Public Entity Property Coverage program members.
- B. Automatic coverage includes flood coverage for any location not situated in Flood Zones A or V. Coverage for properties in Flood Zones A or V requires scheduling prior to the loss or damage.

There is no coverage for any property that is partially or wholly insured under any other insurance.

There is no coverage (no stacking) for losses, damage or expenses already covered under the Error and Omissions or Miscellaneous Unnamed Locations provisions of coverage.

We retain the right to determine the acceptability of all properties reported for scheduling.

In the event a member fails to report and schedule a property with us, then any coverage is sub-limited to the applicable Miscellaneous Unnamed Locations sublimit shown on the Public Entity Property Coverage Declarations.

Vacant buildings are subject to the applicable sublimit shown on the Public Entity Property Coverage Declarations.

(B) Shared Pool Limits

Loss or damage involving different Members and arising from the same Occurrence may be subject to a shared coverage limit as stated in the Public Entity Property Coverage Declarations.

The maximum amount we will pay for your loss or damage is the proportionate amount of the total membership's stated shared limit for that loss or damage which your loss or damage bears to the damage or loss incurred by the total membership from that Occurrence. In computing such proportion, all deductibles shall be applied before the computation. In no case shall the limit for damage or loss available to any one Member exceed the limits stated in the Public Entity Property Coverage Declarations for loss or damage.

(C) Abandonment

There can be no abandonment of any damaged property to us.

(D) Appraisal

If we and you disagree on the value of the property or the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the property and amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding.

Each party will:

1. Pay its chosen appraiser; and
2. Bear the other expenses of the appraisal and umpire equally.

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

(E) Duties in the Event of Loss or Damage

You must see that the following are done in the event of loss or damage to covered property:

1. Notify the police if a law may have been broken;
2. Give us prompt notice of the loss or damage, including a description of the property involved;
3. As soon as possible, give us a description of how, when, and where the loss or damage occurred;

4. Take all reasonable steps to protect the covered property from further loss or damage. If feasible, set the damaged property aside and in the best possible order for examination. Keep a record of your expenses for consideration in the settlement of the claim;
5. At our request, give us complete inventories of the damaged property, including quantities, costs, values and amount of loss claimed;
6. Permit us to inspect the property and records proving the loss or damage, and to take samples of damaged property for inspection, testing, and analysis;
7. If requested, permit us to question you under oath at such times as may be reasonably required about any matter relating to this Agreement or your claim, including your books and records. In such an event, your answers must be signed;
8. Send us a signed, sworn statement of loss containing the information we request to settle the claim. You must do this within sixty (60) days after our request. We will supply you with the necessary forms;
9. Cooperate with us in the investigation or settlement of the claim;
10. In the event of a covered loss, resume all or part of your operations as quickly as possible.

(F) Loss Payment

In the event of loss or damage covered by this Coverage Document, we will at our option either:

1. Pay the value of lost or damaged property;
2. Take all or part of the property at an agreed or appraised value; or
3. Repair, rebuild, or replace the property with other property of like kind and quality at the time of loss.

However with respect to Automobiles (except as specified in 4. below), Mobile Equipment, Unmanned Aircraft and mobile command centers the most we will pay for physical damage loss is the lesser of the actual cash value of the damaged or stolen property at the time of loss, or the cost of repairing or replacing the damaged or stolen property with other property of like kind which shall be functionally similar equipment as near to the age and condition of the damaged equipment as is reasonably available.

4. Repair, rebuild or replace in-service fire apparatus and ambulances included on your schedule of values on file with us with equipment of like kind and quality at the time of loss; however, in-service fire apparatus and ambulances that have been previously salvaged or are more than 20 years old shall be valued at actual cash value.

In addition:

1. We will not pay you more than your interest in the covered property.
2. We will give notice of our intentions within thirty (30) days after we receive the sworn statement of loss.

3. We may adjust losses with the owners of lost or damaged property if other than you. If we pay the owners, such payments will not jeopardize your claims against us for any interest you may have in this claim.
4. We will not pay the owners more than their interest in the covered property.
5. We may elect to defend you against suits arising from claims of owners of the property. We will do this at our expense.
6. We will pay for covered loss or damage within forty-five (45) days after we receive the sworn statement of loss, if you have complied with all the terms of the General Conditions – All Coverage Documents and this Public Entity Property Coverage Document, and:
 - a. we have reached agreement with you on the amount of loss; or
 - b. an award has been made.

(G) Recovered Property

If either you or we recover any property after loss settlement, that party must give the other prompt notice. At your option, the property will be returned to you. You must then return to us the amount we paid to you for the property. We will pay recovery expenses and the expenses to repair the recovered property, subject to the limit of coverage.

(H) Valuation

We will determine the value of the Covered Property in the event of loss or damage as follows:

1. All property other than Valuable Papers, Automobiles (except as identified in (F) Loss Payment 4. above), Mobile Equipment, Unmanned Aircraft and watercraft:
 - a. The amount you actually spend to repair or replace the lost or damaged property, or
 - b. Its actual cash value if the lost or damaged property is not repaired or replaced.
 - c. In the event you elect to have loss or damage settled on an actual cash value basis, you may still make a claim for the additional amount to repair or replace the lost or damaged property if you notify us of your intent to do so within one hundred eighty (180) days after the loss or damage. But, we will not pay the additional amount to repair or replace the lost or damaged property until it is actually repaired or replaced. Such repair or replacement must occur not later than two (2) years following the date of loss.
2. Valuable Papers – the cost of:
 - a. Blank materials for reproducing the property;
 - b. Labor to transcribe or copy it; and
 - c. Research and restoration of the lost information on lost or damaged valuable papers.
3. Mobile Equipment, Unmanned Aircraft, Automobiles (except as identified in (F) Loss Payment 4 above) and watercraft at actual cash value.

(I) Errors or Omissions

New Hampshire Public Risk Management Exchange
Public Entity Property Coverage Document P070122
Final Rev. July 1, 2022

You will not be penalized because of any unintentional error or omission you may make in listing, describing, or reporting a premise, location, equipment or miscellaneous property to be covered under this Coverage Document. The most we will pay in any one Occurrence for your error or omission is the Errors and Omission in the Reporting of Property or Property Values sub-limit or specific coverage sub-limit to which the coverage applies, whichever is less as listed in the Public Entity Property Coverage Declarations. Coverage under this clause does not apply to Errors and Omission under any sub-limit that requires scheduling of specific property to effect coverage. There is no coverage (no stacking) under this paragraph for loss or damage which is covered under the Miscellaneous Unnamed Locations or Automatic Acquisition provisions of this Coverage Document.

(J) Miscellaneous Unnamed Locations

Coverage is extended to include property at locations (including buildings or structures, owned, occupied or which the member is obligated to maintain insurance) located within the territorial limitations set by this Coverage Document. Coverage provided by this clause is limited to any sub-limit noted on the Public Entity Property Coverage Declarations, and by terms and conditions of this Coverage Document. This extension will extend to include Flood coverage for any location not situated in Flood Zones A or V. Subject to the Miscellaneous Unnamed Locations sub-limit shown on the Public Entity Property Coverage Declarations, this coverage is extended to insure property of type not excluded located at Miscellaneous Unnamed Locations. Miscellaneous Unnamed Locations means property that has not been reported to us for scheduling.

There is no coverage (no stacking) under this paragraph (J) for loss or damage covered under the Errors and Omissions or Automatic Acquisition provisions of this Coverage Document.

There is no coverage under this paragraph (J) for loss or damage that occurs to any property situated in Flood Zones A or V.

Vacant buildings are subject to the applicable sublimit shown on the Public Entity Property Coverage Declarations.

(K) Vacancy

If the building where loss or damage occurs has been vacant for more than sixty (60) consecutive days before that loss or damage occurs, we will not pay for any loss or damage caused by any of the following even if they would otherwise be Covered Causes of Loss:

1. Vandalism;
2. Sprinkler leakage, unless you have protected the system against freezing;
3. Building glass breakage;
4. Water damage; and
5. Theft or attempted theft.

A building is considered vacant when it does not contain adequate insured property to conduct customary business operations; it is no longer used by the member, a lessee or sub-lessee to conduct customary business operations; or seventy percent or more of its total square footage is not being used for business operations.

Valuation of a building that has been vacant for more than sixty (60) consecutive days will be at actual cash value at the time of loss or damage.

Vacant buildings not scheduled with us are subject to the vacant building sublimits contained in the Public Entity Property Coverage Declarations under Miscellaneous Unnamed Location and Automatic Acquisition.

Any increased cost of construction coverage for scheduled vacant buildings is sublimited to the amount stated in the Public Entity Property Coverage Declarations under Demolition and Increased Cost of Construction Due to Building Code Enforcement, and shall be calculated as the increased cost of, and the additional period of time required for, repair or replacement caused by the enforcement of any ordinance or law regulating the construction, repair or demolition of buildings or structures, which is in force at the time such a loss occurs. Unscheduled vacant buildings are not eligible for increased cost of construction coverage.

New Hampshire Public Risk Management Exchange

PUBLIC ENTITY BOILER AND MACHINERY COVERAGE DECLARATIONS

This page along with the General Conditions and Coverage Document provisions and amendments, if any, issued to form a part thereof, completes the below numbered Coverage Document.

- ITEM 1. Covered Entities** New Hampshire Public Risk Management Exchange and its Members and approved Not-for-Profit Corporations. See Schedule of Members and Schedule of Not-for-Profit Corporations.
- ITEM 2. Document Number** **BM070122**
- ITEM 3. Coverage Period** **For Members with a July 1 effective date:**
From 12:01 A.M. Standard Time on July 1, 2022 or the date on which the entity becomes a member of the New Hampshire Public Risk Management Exchange, whichever is later, and expires at 12:01 A.M. on July 1, 2023.
- For Members with a January 1 effective date:**
From 12:01 A.M. Standard Time on January 1, 2023 or the date on which the entity becomes a member of the New Hampshire Public Risk Management Exchange, whichever is later, and expires at 12:01 A.M. on January 1, 2024.
- ITEM 4. Description** Property Damage for direct physical loss to Covered Property, Business Income for your actual loss of Business Income from a total or partial interruption of business during the Period of Restoration, Extra Expense for the additional expenses incurred to continue operations during the Period of Restoration, and Spoilage, all as a direct result of an Accident to an Object
- ITEM 5. Limits of Liability** **The limit of our liability for:**
- | Property Damage | As Per Schedule And Values On File With The New Hampshire Public Risk Management Exchange |
|--|---|
| Ammonia Contamination | \$100,000 |
| Builders Risks Including Delay in Completion and Soft Costs Coverage | \$1,000,000 |
| Business Income | \$1,000,000 |
| Computer Equipment | \$100,000 |
| Data or Media Coverage | \$100,000 |
| Drying Out Coverage | \$25,000 |
| Errors and Omissions | \$100,000 |
| Expediting Expense | \$100,000 |
| Extra Expense | \$1,000,000 |
| Hazardous Substance | \$250,000 |
| Mobile Equipment Coverage | \$25,000 |
| Newly Acquired Location (90 days) | \$1,000,000 |
| Off Premises Services | \$2,500,000 |
| Interruption Coverage | |
| Demolition and Increased Cost of Construction Coverage | \$1,000,000 |
| Spoilage | \$1,000,000 |
| Water Damage | \$250,000 |

ITEM 6. Member Deductible \$1,000

ITEM 7. Member Contribution Our policies, procedures, rates and classifications will determine the contribution for this coverage. All information required is subject to verification.

In witness whereof, the New Hampshire Public Risk Management Exchange has caused this declaration to be signed by its duly authorized representative.

By:



Chief Executive Officer

New Hampshire Public Risk Management Exchange
Public Entity Boiler and Machinery Coverage Declarations BM070122
Final Rev. July 1, 2022

**NEW HAMPSHIRE PUBLIC RISK MANAGEMENT EXCHANGE
PUBLIC ENTITY BOILER AND MACHINERY COVERAGE DOCUMENT
BM070122**

This Public Entity Boiler and Machinery Coverage Document is a risk-sharing agreement that describes the scope of the obligations of the New Hampshire Public Risk Management Exchange (Primex³) and each Primex³ Member to Primex³ Members and among one another. THIS COVERAGE DOCUMENT IS NOT AN INSURANCE POLICY. Only those coverages that are specifically identified in the Public Entity Boiler and Machinery Coverage Declarations are provided pursuant to this Coverage Document.

The terms and conditions set forth in the General Conditions apply to all program(s) and the coverage provided by us to you. Read all of the conditions carefully to determine what other terms and conditions apply to this coverage.

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

Words and phrases that are capitalized have special meaning. Refer to DEFINITIONS.

COVERAGE AGREEMENT

In consideration of the member contribution paid by you to us, we agree to provide coverage for the following per the terms and conditions stated herein for:

- (A) Property Damage - direct physical loss to Covered Property;
- (B) Business Income - your actual loss of Business Income from a total or partial interruption of business during the Period of Restoration;
- (C) Extra Expense – additional expenses incurred to continue operations during the Period of Restoration; and
- (D) Spoilage - all as a direct result of an Accident to an Object.

LIMIT OF LIABILITY

The limits and the sublimits are as described in the Public Entity Boiler and Machinery Coverage Declarations. The sublimits of liability are part of and not in addition to the limit per One Accident.

DEDUCTIBLE

The deductible is shown on the Public Entity Boiler and Machinery Coverage Declarations. This deductible applies to each loss to an Object arising out of any One Accident.

ENTITIES COVERED

- (A) The members named in the Schedule of Members and the entities named in the Schedule of Not-for-Profit Corporations.

DEFINITIONS

- (A) "Accident" means a sudden and Accidental breakdown of an Object or a part of the Object. At the time the breakdown occurs, it must become apparent by physical damage that necessitates repair or replacement.

None of the following is an Accident:

1. The breakdown of any structure or foundation;
 2. The functioning of any safety or protective device;
 3. Defects, erasures, errors, limitations or viruses in Computer Equipment, Data, Media and/or programs, including the inability to recognize and process any date or time or provide instructions to Objects. However, if an Accident ensues, we will pay the ensuing loss or damage not otherwise excluded; or
 4. Malfunction including but not limited to adjustment, alignment, calibration, cleaning or modification.
- (B) "Builders Risk Property" means the following types of property that are owned by you or for which you are liable:
1. Buildings or structures in the course of construction, erection, rehabilitation or installation located at a premises described in the Coverage Document; and
 2. Building materials and supplies, equipment, machinery and fixtures intended to become a permanent part of the buildings or structures in the course of construction.

- (C) "Business Income" means the:

1. Net income that would have been earned or incurred; and
2. Continuing normal operating expenses incurred, including Ordinary Payroll.

- (D) "Computer Equipment" means:

1. Your programmable electronic equipment that is used to store, retrieve and process Data; and
2. Associated peripheral equipment that provides communication including input and output functions such as printing or auxiliary functions such as Data transmission.

Computer equipment does not mean Data or Media.

- (E) "Covered Property" means any property that:

1. is owned by the member; or
2. is in your care, custody or control and for which you are legally liable.

- (F) "Data" means:

1. Programmed and recorded material stored on Media; and
2. Programming records used for electronic Data processing or electronically controlled equipment.

- (G) "Extra Expense" means the additional cost incurred to continue your operations during the Period of Restoration over and above the cost that would normally have been incurred to continue your operations during the same period had no Accident occurred.
- (H) "Green" means products, materials, methods and processes that conserve natural resources, reduce energy or water consumption, avoid toxic or other polluting emissions or otherwise minimize the environmental impact.
- (I) "Green Authority" means a recognized authority on "Green" building or "Green" products, materials or processes.
- (J) "Hazardous Substance" means any substance other than ammonia that has been declared to be hazardous to health by a government agency.
- (K) "Media" means electronic data processing or storage material such as films, tapes, discs, drums or cells.
- (L) "Object" means:
 1. any boiler, fired or unfired pressure vessel;
 2. refrigerating or air conditioning system;
 3. piping and its accessory equipment;
 4. any mechanical or electrical machine or apparatus used for the generation, transmission or utilization of mechanical or electrical power, including communication equipment and Computer Equipment; and
 5. fiber optic cable

while at a covered premises.

Object does not mean:

1. part of a boiler, fired vessel or electric steam generator that does not contain steam or water;
2. insulating or refractory material;
3. non-metallic vessel, unless it is constructed and used in accordance with the American Society of Mechanical Engineers Code (A.S.M.E.);
4. Catalyst;
5. Buried vessel or piping;
6. Sewer piping, piping forming a part of a fire protection system or water piping other than:
 - a. feed water piping between any boiler and its feed pump or injector; or
 - b. boiler condensate return piping; or
 - c. water piping forming a part of refrigerating and air conditioning vessels and piping used for cooling,
 - d. humidifying or space heating purposes;
 - e. part of a vessel that is not under:
 - i. pressure of the contents of the vessel; or
 - ii. internal vacuum;
7. oven, stove, furnace, incinerator, pot or kiln, but not excluding any mechanical or electrical machine or apparatus mounted on or used with this equipment;
8. structure foundation, cabinet or compartment containing the Object;

9. power shovel, dragline, excavator, vehicle, aircraft, floating vessel or structure, penstock, draft tube or well-casing;
 10. conveyor, crane, elevator, escalator or hoist, but not excluding any electrical or mechanical machine or apparatus mounted on or used with this equipment;
 11. Media used with any Computer Equipment;
 12. astronomical telescope, cyclotron, nuclear reactor, particle accelerator, satellites and/or spacecraft (including satellite or spacecraft contents and/or their launch sites);
 13. felt, wire, screen, die, mold, form, extrusion plate, swing hammer, grinding disc, cutting blade, cable, chain, belt, rope, clutch plate, brake pad, non-metallic part or any part or tool subject to frequent, periodic replacement;
 14. Object manufactured by you for sale;
 15. Rotating Biological Contactor (RBC), including any shaft, cylinder, disk or support forming a part of an RBC. However, Object will include any motors or gear sets used to drive an RBC; and
- (M) "One Accident" means all Accidents at any one premise which manifest themselves at the same time and are the result of the same cause. If an initial Accident causes other Accidents, all will be considered One Accident.
- (N) "Ordinary Payroll" means payroll expenses for all of your employees except officers, executives, department managers and employees under contract. Ordinary Payroll expenses include: payroll; employee benefits, if directly related to payroll; FICA payments; union dues; and workers' compensation contributions.
- (O) "Period of Restoration" means the period of time that:
1. Begins at the time of the Accident; and
 2. ends thirty (30) consecutive days after the date when the damaged property could have been repaired or replaced with reasonable speed and similar quality.
- (P) "Soft Costs" means the necessary and reasonable expenses incurred for any of the following that are over and above the expenses that you would have incurred had there been no Accident:
1. Interest on money borrowed to finance construction or repair;
 2. Real estate and property taxes;
 3. Architect, engineering and consultant fees;
 4. Legal and accounting fees;
 5. Advertising and promotional expenses;
 6. Rental or lease of construction equipment;
 7. Commissions or fees for the renegotiations of leases; and/or
 8. Fees for licenses or permits.

EXCLUSIONS

As respects coverage provided by this Coverage Document, we will not pay for loss or damage caused directly or indirectly by any of the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

- (A) Earth movement, including but not limited to earthquake, landslide, land subsidence or volcanic eruption;
- (B) Nuclear reaction or radiation or radioactive contamination, however caused;
- (C) Water:
 - 1. flood, surface water, waves, tides, tidal waves, overflow of any body of water, or their spray, all whether driven by wind or not; or
 - 2. mudflow or mudslides; or
 - 3. water damage caused by backup of sewers, drains, or drainage piping; or
 - 4. water damage caused by the discharge or leakage of a sprinkler system or domestic water piping;
- (D) An explosion. However, we will pay for direct loss or damage caused by an explosion of the following Objects:
 - 1. Steam boiler, electric steam generator; steam piping; steam turbine; steam engine; gas turbine or moving or rotating machinery when the explosion is caused by centrifugal force or mechanical breakdown;
- (E) Fire or combustion explosion including those that:
 - 1. Result in an Accident; or
 - 2. Occur at the same time as an Accident; or
 - 3. Ensnue from an Accident;
- (F) Explosion within the furnace of a chemical recovery type boiler or within the gas passage from the furnace to the atmosphere;
- (G) Damage to any Object while undergoing a pressure or electrical test;
- (H) Damage or expense to any Object while in transit;
- (I) Water or other means used to extinguish a fire, even when the attempt is unsuccessful;
- (J) Deletion, deterioration, corrosion, erosion, or wear and tear. However, if an Accident ensues, we will pay the ensuing loss or damage not otherwise excluded;
- (K) An Accident that is caused by any of the following causes of loss: aircraft; civil commotion; collapse; freezing caused by cold weather; hail; impact of aircraft, missile or vehicle; lightning; meteors or missiles; molten material; objects falling from aircraft; riot; sinkhole collapse; smoke; vandalism; vehicles, including any material carried in or on the vehicle; weight of snow, ice or sleet; or windstorm. Also excluded are all resulting direct and indirect losses. However, we will pay for an Accident to an Object if one of the perils listed above occurs away from the location described in the Declarations and causes an electrical surge or other electrical disturbance that comes through utility transmission lines, if such electrical surge or disturbance is not covered elsewhere in your coverages with us or in any applicable policy of insurance.

- (L) Lack or excess of power, light, heat, steam or refrigeration except as provided by Business Income coverage, Extra Expense coverage, and Spoilage coverage, including Off Premises Service Interruption extension;
- (M) With respect to Business Income coverage, Extra Expense coverage and Spoilage coverage, including the Off Premises Service Interruption extension, the following additional exclusions will apply:
 - 1. The business that would not or could not have been carried on if the Accident had not occurred; or
 - 2. The failure to use due diligence and dispatch to operate your business as nearly normal as practicable at the covered premises; or
 - 3. The suspension, lapse or cancellation of a contract following an Accident extending beyond the time business could have been resumed if the contract had not lapsed, been suspended or canceled;
- (N) With respect to Off Premises Service Interruption coverage, any loss resulting from the following additional causes of loss:
 - 1. Acts of sabotage; or
 - 2. Impact of aircraft, missile or vehicle or Objects falling from aircraft or missiles; or
 - 3. Deliberate act(s) of load shedding by the supplying or distributing utility;
- (O) Any other indirect result of an Accident to an Object except as provided by Business Income coverage, Extra Expense coverage and Spoilage coverage, including the Off Premises Service Interruption extension; and
- (P) A peril covered elsewhere under this Coverage Document.
- (Q) With respect to Mobile Equipment Coverage, the following additional exclusion will apply: We will not pay for any loss or expense resulting directly or indirectly from an Accident to an Object if such Accident is caused by capsizing, collision, overturning, collapse or upset of the Mobile Equipment, the vehicle or floating vessel by which the Mobile Equipment is transported or the platform or other base on which the Mobile Equipment is positioned.
- (R) "Electronic Vandalism". However, if a "Accident" to an "Object" ensues, we will pay the ensuing loss or damage not otherwise excluded.

The most we will pay under this Policy for the total of all such ensuing loss or damage which takes place within the 12-month period starting with the beginning of the present annual policy period is \$100,000. This limit applies regardless of the number of locations. This limit is included in and does not increase the limits of insurance provided under this Policy. As used in the endorsement, the term "Electronic Vandalism" means:

- 1. Willful or malicious destruction of computer programs, content, instructions or other electronic or digital data stored within computer systems.
- 2. Unauthorized computer code or programming that:

- a. Deletes, distorts, corrupts or manipulates computer programs, content, instructions or other electronic or digital data, or otherwise results in damage to computers or computer systems or networks to which it is introduced;
- b. Replicates itself, impairing the performance of computers or computer systems or networks; or
- c. Gains remote control access to data and programming within computers or computer systems or networks to which it is introduced.

EXTENSIONS OF COVERAGE

The most we will pay under the coverages identified below is the limit specified for the coverage in the Public Entity Boiler and Machinery Coverage Document Declarations. These limits are a part of, and not in addition to, the limit per One Accident.

(A) Ammonia Contamination Coverage

We will pay for direct damage to Covered Property contaminated by ammonia as a direct result of an Accident to an Object.

(B) Builders Risk including Delay in Completion and Soft Costs Coverage

We will pay for direct damage to builders risk property caused by an Accident to an Object. We will also pay for the actual loss of Business Income and Soft Costs which are incurred due to a delay in the completion of construction.

This coverage applies to loss incurred during the period of time that begins on the date the construction project would have been completed had there been no Accident and continues for the shorter of the following periods:

1. The period of time between:
 - a. the date of direct physical loss or damage to the Builders Risk Property; and
 - b. the date the builders risk property should have been repaired, rebuilt or replaced with reasonable speed and similar quality; or
 - c. the period of time that the completion of the construction project is actually delayed.

We will not pay for any additional time required to rebuild, repair or replace the property caused by the necessity to make improvements to correct faults, inadequacies or defects in the project design, specifications or construction.

Every reasonable effort must be made to avoid or minimize the delay in the completion of the construction project. We will pay reasonable expenses incurred to reduce the amount of loss otherwise payable under this coverage, but only to the extent the amount of loss is actually reduced.

(C) Data or Media Coverage

If Media is damaged or Data is lost or corrupted as a direct result of an Accident to an Object, we will pay the actual loss of Business Income and/or the Extra Expense incurred during the time necessary to:

1. Research, replace or restore the damaged Media or lost or corrupted Data; and

2. Reprogram instructions used in any covered Computer Equipment.

There will be no coverage for any Data or Media that cannot be replaced, recreated or restored.

(D) Demolition and Increased Cost of Construction Coverage

As provided in the Public Entity Property Coverage Document Coverage, if loss or expense is the direct result of an Accident to an Object.

(E) Errors and Omission

We will pay for loss covered by this Coverage Document if such loss is otherwise not payable solely because of any unintentional error or omission in the description of premises as covered under Coverage Document You agree to give us prompt notice of any correction or addition to the description of a premise covered under this Coverage Document.

(F) Expediting Expenses Coverage

With respect to direct damage to Covered Property as a result of an Accident to an Object, we will pay for the extra cost incurred by you to:

1. make temporary repairs; and
2. expedite the permanent repairs or replacement of the damaged property.

(G) Hazardous Substance Expense Coverage

If Covered Property is damaged, contaminated or polluted by a Hazardous Substance as the direct result of an Accident to an Object, we will pay for any additional expenses incurred by you.

As used here, additional expenses means expenses incurred beyond those for which we would have been liable under the provisions of this Extension of Coverage if a Hazardous Substance had not been involved. Additional expenses are as follows:

1. the additional cost to clean up, repair or replace, or dispose of property damaged, contaminated or polluted by a Hazardous Substance;
2. the additional cost to replace the Object if repair is not allowed because of a Hazardous Substance;
3. the additional cost to properly dispose of the Object and any of the Hazardous Substance still inside the Object; and
4. if Business Income coverages are provided, the loss and expense resulting from an additional period of time required to clean up, repair or replace the property damaged or polluted by the Hazardous Substance.

Ammonia is not considered to be a Hazardous Substance as respects this Extension of Coverage.

We shall not be liable under this Extension of Coverage for any Hazardous Substance additional expenses resulting from the restoration of land or water.

Our liability for the total of all Hazardous Substance additional expenses covered above shall not exceed the amount specified on your Public Entity Boiler and Machinery Coverage Declarations for Hazardous Substance expense for any single Accident regardless of the number of occurrences arising from that Accident.

(H) Newly Acquired Location Coverage

Coverages provided by this Section are extended to cover your interest in real and personal property at newly constructed, acquired, or leased premises within the territorial limits of this Coverage Document. Coverage under this extension shall commence when you first acquire an insurable interest in the premises and shall cease:

1. after 90 days from the date of acquisition; or
2. when reported to and otherwise accepted to be added to this Coverage Document by us; or
3. on the expiration or cancellation of this Coverage Document; whichever shall occur first.

You must inform us in writing of the newly acquired premises as soon as practicable.

You agree to pay an additional contribution as determined by us. The coverage for these premises will be subject to the same terms, conditions, exclusions, and limitations as other covered premises. If the coverages and deductibles under this Coverage Document vary for existing premises, then the coverages for the newly acquired location will be the broadest coverage, highest limits and highest deductibles applicable to existing premises covered under this Coverage Document.

(I) Off Premises Services Interruption Coverage

Coverage provided under is extended to include coverage for service interruption from an Accident to an Object, whether or not such Object is located on your premises, provided the following conditions are met:

1. The Object is owned by the public utility company or other company contracted by you to supply the following services to your premises: air conditioning, communication services, electric power, gas, heating, refrigeration, steam, water or waste treatment; and
2. The interruption of utility service is the direct result of an Accident to an Object; and
3. The interruption of utility service to your premises lasts at least 8 consecutive hours. Once this waiting period is met, coverage will commence at the initial time of the interruption and will be subject to all applicable deductibles.

(J) Spoilage Coverage

We will pay for your loss of perishable goods due to spoilage resulting from lack or excess of power, light, heat, steam or refrigeration. We will also pay any necessary expenses incurred to reduce the amount of loss under this Extension of Coverage. We will pay for such expenses to the extent that they do not exceed the amount of loss that otherwise would have been payable under this Extension of Coverage.

(K) Water Damage Coverage

If Covered Property is damaged by water as a direct result of an Accident to an Object, we will pay for this kind of damage, including salvage.

(L) Drying Out Coverage

We will pay the expenses you incur to dry out electrical Objects if such electrical Objects requires drying out as a result of:

1. flood, surface water, waves, tides, tidal waves, overflow of any body of water, or their spray, all whether driven by wind or not; or
2. mudflow or mudslides; or
3. water damage caused by backup of sewers, drains, or drainage piping; or
4. water damage caused by the discharge or leakage of a sprinkler system or domestic water piping;

(M) Mobile Equipment Coverage

- a. We will pay for an Accident to "mobile equipment" owned by you wherever located. The "mobile equipment" must be listed together with its values on schedule on file with "PRIMEX".
- b. The most we will pay is the lesser of the cost to repair, the fair market value or the amount needed to obtain functionally similar equipment as near in age and condition as the damaged equipment as is reasonably available.

(N) Electrical Risk Improvements

When an "Object" sustains direct physical loss or damage from a "Accident" resulting from artificially generated electric current (including arcing) that necessitates its repair or replacement, we will pay up to an additional 10% of the amount we actually pay for all loss or damage covered by this endorsement, not to exceed \$10,000, for costs you incur to make material improvements to your electrical system at the location of the loss.

This Extension of Coverage does not pay for:

- (1) Stock, work in process, raw materials, finished goods or merchandise.
- (2) Any personal property of your employees or officers.
- (3) Any Covered Property that is repaired or replaced due to direct physical loss or damage as covered by this Coverage Document.

These expenses must be reported to us in writing within 180 days of direct physical loss or damage covered by this Coverage Document.

COVERAGE CONDITIONS

In addition to the General Conditions, the following conditions will apply to this Coverage Document:

(A) Inspection

We will be permitted, but not obligated, to inspect, at all reasonable times, any Object. Neither our 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 the Object is safe or healthful.

(B) Suspension

Upon the discovery of a dangerous condition with respect to any Object, any of our representatives may immediately suspend the coverage with respect to an Accident to said Object by written notice mailed or delivered to you at the address provided by you to us, or at the premises of the Object. Coverage so suspended may be reinstated by us, but only by an Amendment issued to form a part of this Coverage Document. We may, but are not obligated to, return a portion of your membership contribution paid for the suspended coverage and the decision to return any portion of your membership contribution is solely at our discretion.

(C) Abandonment

There can be no abandonment of any damaged property to us.

(D) Appraisal

If we and you disagree on the value of the property or the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the property and amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding.

Each party will:

1. Pay its chosen appraiser; and
2. bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, we will still retain our right to deny the claim

(E) Duties in the Event of Loss or Damage

You must see that the following are done in the event of loss or damage to covered property:

1. Notify the police if a law may have been broken;
2. Give us prompt notice of the loss or damage, including a description of the property involved;
3. As soon as possible, give us a description of how, when, and where the loss or damage occurred;
4. Take all reasonable steps to protect the covered property from further loss or damage. If feasible, set the damaged property aside and in the best possible order for examination. Keep a record of your expenses for consideration in the settlement of the claim;

5. At our request, give us complete inventories of the damaged property, including quantities, costs, values and amount of loss claimed;
6. Permit us to inspect the property and records proving the loss or damage, and to take samples of damaged property for inspection, testing, and analysis;
7. If requested, permit us to question you under oath at such times as may be reasonably required about any matter relating to this Agreement or your claim, including your books and records. In such an event, your answers must be signed;
8. Send us a signed, sworn statement of loss containing the information we request to settle the claim. You must do this within sixty (60) days after our request. We will supply you with the necessary forms;
9. Cooperate with us in the investigation or settlement of the claim;
10. In the event of a covered loss, resume all or part of your operations as quickly as possible.

(F) Loss Payment

In the event of loss or damage covered by this Coverage Document, we will at our option either:

1. pay the value of lost or damaged property;
2. take all or part of the property at an agreed or appraised value; or
3. repair, rebuild, or replace the property with other property of like kind and quality at the time of loss.

However with respect to Automobiles (except as specified in 4. below) and Mobile Equipment, the most we will pay for physical damage loss is the lesser of the actual cash value of the damaged or stolen property at the time of loss, or the cost of repairing or replacing the damaged or stolen property with other property of like kind which shall be functionally similar equipment as near to the age and condition of the damaged equipment as is reasonably available.

4. Repair, rebuild or replace in-service fire apparatus, ambulances and mobile command centers included on your schedule of values on file with us with equipment of like kind and quality at the time of loss.

In addition:

1. We will not pay you more than your interest in the covered property.
2. We will give notice of our intentions within thirty (30) days after we receive the sworn statement of loss.
3. We may adjust losses with the owners of lost or damaged property if other than you. If we pay the owners, such payments will not jeopardize your claims against us for any interest you may have in this claim.
4. We will not pay the owners more than their interest in the covered property.
5. We may elect to defend you against suits arising from claims of owners of the property. We will do this at our expense.
6. We will pay for covered loss or damage within forty-five (45) days after we receive the sworn

statement of loss, if you have complied with all the terms of the General Conditions – All Coverage Documents and this Public Entity Property Coverage Document, and:

- a. we have reached agreement with you on the amount of loss; or
- b. an award has been made.

7. Green Certification, Environmental Safety and Efficiency Improvements

You may replace damaged a "Object" with a newer generation "Object" of the same capacity which improves the environment, increases efficiency or enhances safety. This includes costs to employ "Green" methods of construction, disposal or recycling in the course of repair or replacement of the damaged or destroyed Covered Property, in accordance with documented standards of a "Green Authority". This also includes such costs you actually incur to attain "Green" certification of the repaired or replaced Covered Property in accordance with documented standards of a "Green Authority. We will pay up to an additional 50% of the cost to replace Covered Property. This additional amount is included in, not in addition to, the applicable Limit of Insurance for Covered Property.

New Hampshire Public Risk Management Exchange

PUBLIC ENTITY CRIME COVERAGE DECLARATIONS

This page along with the General Conditions and Coverage Document provisions and amendments, if any, issued to form a part thereof, completes the below numbered Coverage Document.

- ITEM 1. Covered Entities** New Hampshire Public Risk Management Exchange and its Members and approved Not-for-Profit Corporations. See Schedule of Members and Schedule of Not-for-Profit Corporations.
- ITEM 2. Document Number** **CR070122**
- ITEM 3. Coverage Period** **For Members with a July 1 effective date:**
From 12:01 A.M. Standard Time on July 1, 2022 or the date on which the entity becomes a member of the New Hampshire Public Risk Management Exchange, whichever is later, and expires at 12:01 A.M. on July 1, 2023.
- For Members with a January 1 effective date:**
From 12:01 A.M. Standard Time on January 1, 2023 or the date on which the entity becomes a member of the New Hampshire Public Risk Management Exchange, whichever is later, and expires at 12:01 A.M. on January 1, 2024.
- ITEM 4. Description**
- | | |
|------------|-----------------------|
| Coverage A | Blanket Bond |
| Coverage B | Forgery or Alteration |
| Coverage C | Counterfeit Papers |
| Coverage D | Computer Fraud |
| Coverage E | Funds Transfer Fraud |
- ITEM 5. Limits of Liability** **The limit of our liability for New Hampshire Public Risk Management Exchange and its Members is:** Coverage A, B, C, D, E \$500,000.
- The limit of our liability for approved Not-for-Profit Corporations is:** Coverage A, B, C, D and E \$250,000.
- ITEM 6. Member Deductible** \$1,000
- ITEM 7. Member Contribution** Our policies, procedures, rates and classifications will determine the contribution for this coverage. All information required is subject to verification.

In witness whereof, the New Hampshire Public Risk Management Exchange has caused this declaration to be signed by its duly authorized representative.

By:



Chief Executive Officer

**NEW HAMPSHIRE PUBLIC RISK MANAGEMENT EXCHANGE
PUBLIC ENTITY CRIME COVERAGE DOCUMENT
CR070122**

This Public Entity Crime Coverage Document is a risk-sharing agreement that describes the scope of the obligations of the New Hampshire Public Risk Management Exchange (Primex³) and each Primex³ Member to Primex³ Members and among one another. THIS COVERAGE DOCUMENT IS NOT AN INSURANCE POLICY. Only those coverages that are specifically identified in the Public Entity Crime Coverage Declarations are provided pursuant to this Coverage Document.

The terms and conditions set forth in the General Conditions apply to all program(s) and the coverage provided by us to you. Read all of the conditions carefully to determine what other terms and conditions apply to this coverage.

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

Words and phrases that are capitalized have special meaning. Refer to DEFINITIONS.

MEMBER'S DEDUCTIBLE

Deductibles are shown on the Public Entity Crime Coverage Declarations, or by amendment. Unless a more specific deductible is applicable for a particular loss, the Member Deductible shown in the Public Entity Crime Coverage Declarations shall apply per Occurrence. We will not pay for loss or damage in any one Occurrence until the amount of the loss or damage exceeds the applicable deductible.

COVERED PERSONS

- (A) Those individuals who were or now are your elected officials or appointed officers or officials, including members of your governing body, or any other committees, boards or commissions.
- (B) Your employees.
- (C) Your volunteers.
- (D) Student teachers.
- (E) Those individuals who are elected officials or appointed officers or officials of Primex³ including members of its governing body, volunteers, or any other committees, boards or commissions and past or present Covered Persons or Contract Covered Persons of Primex³.

LIMITS OF LIABILITY

The limit of liability is as shown on the Public Entity Crime Coverage Document Declarations. A series of losses caused by the fraudulent or dishonest acts of any Covered Person for which such Covered Person is concerned or implicated shall be considered one loss.

COVERAGE AGREEMENT

Subject to the limitations, terms and conditions of this Coverage Document, we will indemnify you for loss arising or resulting from the coverages listed below.

Coverage A Blanket Bond

Larceny, theft, embezzlement, forgery, misappropriation, wrongful abstraction, willful misapplication or other fraudulent or dishonest act or acts committed by a Covered Person(s) while acting alone or in collusion with others which results in loss during the Coverage Period of your Money or other property, real or personal (including that part of any inventory shortage which you shall conclusively prove is caused by the dishonesty of any Covered Person).

This coverage also includes loss due to:

- (A) the acceptance in good faith, and in exchange for merchandise, Money, or services, of any money order, issued or purporting to have been issued by any post office or express company, if such money order is not paid upon presentation; and
- (B) the acceptance in good faith in the regular course of business of counterfeit United States or Canadian Paper currency.

This coverage shall no longer be afforded with respect to any Covered Person immediately upon discovery by you of any fraudulent or dishonest act on the part of such Covered Person for any fraudulent or dishonest acts by them thereafter.

Coverage B Forgery or Alteration

Forgery or alteration of, on or in any checks, drafts, promissory notes, or similar written promises, orders or directions to pay a sum certain that are made or drawn upon you or made or drawn by anyone acting as your agent or that are purported to have been so made or drawn.

Coverage C Counterfeit Papers

Acceptance in good faith of counterfeit paper currency and traveler's checks or money orders not paid on presentation.

Coverage D Computer Fraud

Loss of or damage to Money, Securities and Covered Property resulting directly from the use of any computer to fraudulently cause a transfer of that property from inside the Premises or Banking Premises to:

- a person (other than a Messenger) outside those Premises or
- to a place outside those Premises

Coverage E Funds Transfer Fraud

Loss of Funds resulting directly from Fraudulent Instruction directing a financial institution to transfer, pay or deliver Funds from your Transfer Account.

DEFINITIONS

When used in this Coverage Document, including amendments forming a part hereof:

- A) "Banking Premises" means the interior of that portion of any building occupied by a banking institution or similar safe depository.
- B) "Covered Property" means property other than money and securities.
- C) "Fraudulent instruction" means:
 - a. An electronic, telegraphic, cable, teletype, telefacsimile or telephone instruction which purports to have been transmitted by you, but which was in fact fraudulently transmitted by someone else without your knowledge or consent;
 - b. A written instruction (other than those described in insuring agreement) issued by you, which was forged or altered by someone other than you without your knowledge or consent, or which purports to knowledge or consent, or which purports to have been issued by you, but was in fact fraudulently issued without your knowledge or consent; or
 - c. An electronic, telegraphic, cable, teletype, telefacsimile or telephone or written instruction initially received by you which purports to have been transmitted by an "employee" but which was in fact fraudulently transmitted by someone else without your or the "employee's" knowledge or consent.
- D) "Funds" mean "money" and "securities".
- E) "Messenger" means you or any Covered Person while having care and custody of the property outside of the premises.
- F) "Money" means currency, coins and bank notes in current use and having a face value; and travelers checks, register checks and money orders held for sale to the public.
- G) "Premises" means the interior of that portion of any building you occupy in conducting your services.
- H) "Securities" means negotiable and non-negotiable instruments or contracts representing either Money or property and includes:
 - a. Tokens, tickets, revenue and other stamps (whether represented by actual stamps or unused value in a meter) in current use; and
 - b. Evidences of debt issued in connection with credit or charge cards, which cards are not issued by you; but does not include Money.
- I) "Transfer account" means an account maintained by you at a financial institution from which you can initiate the transfer, payment or delivery of "funds":
 - a. By means of electronic, telegraphic, cable, teletype, telefacsimile or telephone instructions communicated directly through an electronic funds transfer system; or
 - b. By means of written instructions (other than those described in insuring agreement) establishing the conditions under which such transfers are to be initiated by such financial institution through an electronic funds transfer system.

EXCLUSIONS

A) Prior Losses

Losses discovered prior to the Coverage Period and/or for an act committed prior to the coverage Period.

B) Under Coverage B Forgery and Alteration, Coverage C Counterfeit Papers, Coverage D Computer Fraud and Coverage E Wire Transfer Fraud, for:

Losses resulting from any dishonest or criminal act committed by a Covered Person whether acting alone or in collusion with other persons or while performing services for you or otherwise.

C) Under Coverage D Computer Fraud, for:

1. Losses resulting from inventory shortages the proof of which as to its existence or amount is dependent upon:
 - a) An inventory computation; or
 - b) A profit and loss computation.

D) Under Coverage D Computer Fraud and Coverage E Wire Transfer Fraud, for:

1. Losses not reported to us within 60 (sixty) days of the date you receive a bank statement referencing the unauthorized transaction or any other notice to you of the original unauthorized transaction.
2. Loss or damage by attacks by electronic means including computer hacking or the introduction of any form of computer virus.

New Hampshire Public Risk Management Exchange

PUBLIC OFFICIALS SCHEDULE BOND COVERAGE DECLARATIONS

This page along with the General Conditions and Coverage Document provisions and amendments, if any, issued to form a part thereof, completes the below numbered Coverage Document.

- ITEM 1. Covered Entities** New Hampshire Public Risk Management Exchange and its Members -
See Schedule of Members
- ITEM 2. Document Number** **POSB070122**
- ITEM 3. Coverage Period** **For Members with a July 1 effective date:**
From 12:01 A.M. Standard Time on July 1, 2022 or the date on which the entity becomes a member of the New Hampshire Public Risk Management Exchange, whichever is later, and expires at 12:01 A.M. on July 1, 2023.
- For Members with a January 1 effective date:**
From 12:01 A.M. Standard Time on January 1, 2023 or the date on which the entity becomes a member of the New Hampshire Public Risk Management Exchange, whichever is later, and expires at 12:01 A.M. on January 1, 2024.
- ITEM 4. Description** Public Officials Schedule Bond
Treasurers Schedule Bond
- ITEM 5. Limits of Liability** **The limit of our liability for:**

As required by the Department of Revenue Administration or other obligee
- ITEM 6. Member Deductible** \$1,000
- ITEM 7. Member Contribution** Our policies, procedures, rates and classifications will determine the contribution for this coverage. All information required is subject to verification.

In witness whereof, the New Hampshire Public Risk Management Exchange has caused this declaration to be signed by its duly authorized representative.

By:



Chief Executive Officer

**NEW HAMPSHIRE PUBLIC RISK MANAGEMENT EXCHANGE
PUBLIC OFFICIALS SCHEDULE BOND COVERAGE DOCUMENT
POSB070122**

This Public Official Schedule Bond Coverage Document is a risk-sharing agreement that describes the scope of the obligations of the New Hampshire Public Risk Management Exchange (Primex³) and each Primex³ Member to Primex³ Members and among one another. THIS COVERAGE DOCUMENT IS NOT AN INSURANCE POLICY. Only those coverages that are specifically identified in the Public Officials Schedule Bond Coverage Declarations are provided pursuant to this Coverage Document.

The terms and conditions set forth in the General Conditions apply to all program(s) and the coverage provided by us to you. Read all of the conditions carefully to determine what other terms and conditions apply to this coverage.

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

Words and phrases that are capitalized have special meaning. Refer to DEFINITIONS.

COVERAGE AGREEMENT

NH Public Risk Management Exchange, a Trust duly organized under the laws of the State of New Hampshire and having its principal office in the City of Concord, County of Merrimack and State of New Hampshire, hereinafter called Surety, is held and firmly bound unto the member and the party protected from loss under this bond, hereinafter called Obligee for such pecuniary loss as the Obligee shall have sustained by reason of one or both of the following conditions:

- (A) the failure of any official or employee (hereinafter called official), who may now or hereafter occupy or perform the duties of any position named in the schedule of positions specified during the term of this bond or any renewal term to:
 - 1. faithfully perform their duties,
 - 2. account properly for all moneys received by virtue of said position.

- (B) fraudulent or dishonest acts committed by any official or employee (hereinafter called official) who may now or hereafter occupy or perform the duties of any position named in the schedule of positions specified on the Membership Certificate during the term of this bond or any renewal term.

COVERAGE EXTENSION

In the event the schedule of positions includes the offices of Sheriff, Registrar of Deeds and/or Register of Probate this coverage is extended for the official conduct, neglects and misdoing of their deputies.

ADDITIONAL COVERAGE CONDITIONS

This undertaking is executed by the Surety upon the following express conditions, which shall be conditions precedent to the right of recovery hereunder:

- (A) The liability of the Surety on account of any one official shall not exceed the amount set opposite the position in said schedule occupied by such official. The Obligee may, during the continuance of

this bond, add other positions to said schedule; increase or decrease the number of officials occupying any position listed in said schedule, increase or decrease the amount of coverage carried on any position, or discontinue coverage carried on any position by giving written notice to the Surety, but such notice shall not be binding on the Surety until the member has received the Surety's written acceptance thereof.

- (B) Upon discovery by the member of any loss covered hereunder, this bond shall automatically be terminated as to any acts committed by the official causing the loss subsequent to the date of discovery. Coverage shall automatically continue for any successor official duly elected or appointed to occupy the position held by the official on which coverage is terminated; and the amount of coverage for that position shall be restored to the original amount as respects such successor official.

POSITIONS COVERED AND LIMITS OF COVERAGE

The positions covered and the minimum limits provided by this coverage are determined by the obligee.



**New Hampshire Public Risk Management Exchange
PUBLIC ENTITY LIABILITY COVERAGE DECLARATIONS**

This page along with the General Conditions and Coverage Document provisions and amendments, if any, issued to form a part thereof, completes the below numbered Coverage Document.

- ITEM 1. Covered Entities Profit** New Hampshire Public Risk Management Exchange and its Members and approved Not-For Profit Corporations. See Schedule of Members and Schedule of Not-for-Profit Corporations.

- ITEM 2. Document Number** **L070122**

- ITEM 3. Coverage Period** **For Members with a July 1 effective date:**
From 12:01 A.M. Standard Time on July 1, 2022 or the date on which the entity becomes a member of the New Hampshire Public Risk Management Exchange, whichever is later, and expires at 12:01 A.M. on July 1, 2023.

For Members with a January 1 effective date:
From 12:01 A.M. Standard Time on January 1, 2023 or the date on which the entity becomes a member of the New Hampshire Public Risk Management Exchange, whichever is later, and expires at 12:01 A.M. on January 1, 2024.

- ITEM 4. Description** Coverage A Personal Injury Liability
Coverage B Property Damage Liability
Coverage C Public Officials Errors and Omissions
Coverage D Unfair Employment Practices
Coverage E Employee Benefit Liability
Coverage F Educator's Legal Liability Claims-Made Coverage

- ITEM 5. Limits of Liability** **1. The limit of our liability for Coverage A, B, C, D, E and F:**
The cap for tort liability as provided in New Hampshire RSA 507-B:4 I, unless an applicable sub-limit is specified in these Declarations.

If the specific liability limits of New Hampshire RSA 507-B:4 I do not apply, are found to be unconstitutional, or are inapplicable, then the limit, unless an applicable sub-limit is specified in these Declarations, is:

\$5,000,000 Any one Occurrence or Wrongful Act or series of continuous, repeated, or related Occurrences or Wrongful Acts

2. Sub-limits. The limit of our liability for the following is sub-limited as specified:

Uninsured and Underinsured Motorists \$150,000 per person/\$500,000 per accident

Back Pay, Future Pay Unequal Pay, and Benefits \$100,000 per occurrence

Special Education Administrative Hearings and mediations; housing discrimination \$100,000 per claim/\$300,000 aggregate during the Coverage Period for Defense Costs only

Employed Lawyer Defense Costs for administrative complaints alleging professional misconduct	\$5,000 per Occurrence or Wrongful Act or series of continuous, repeated, or related Occurrences or Wrongful Acts/\$25,000 Aggregate during the Coverage Period for Defense Costs only.
Sewer Back-up and Water Pipe Failure, No Fault	\$3,500 per claim/15 claims maximum during the Coverage Period on a discretionary basis with no coverage for Defense Costs.
Sewer Back-up	\$75,000 per occurrence/ \$75,000 aggregate during the Coverage Period. Defense Costs included in and reduce this sublimit.
Medical Payments	\$10,000 per accident on a discretionary basis
Punitive or Enhanced Compensatory Damages	\$100,000 per occurrence/\$200,000 aggregate during the Coverage Period
Alpine Skiing	\$325,000 per occurrence \$1,000,000 aggregate
Diving Boards	\$325,000 per occurrence \$1,000,000 aggregate
Unmanned Aircraft	\$325,000 per occurrence \$1,000,000 aggregate
Contractual Liability (assumption of liability)	\$1,000,000 per written contract to assume liability of third party \$1,000,000 aggregate
Professional Reputation Risk	\$10,000 per person \$30,000 aggregate
User of your owned or hired Automobile with your permission	\$325,000 per occurrence \$325,000 aggregate
Volunteers, Student Teachers, Students	\$325,000 per occurrence \$325,000 aggregate
Cyber Liability	\$1,000,000 per occurrence \$1,000,000 aggregate Sublimit is in addition to and does not affect the Cyber coverage policy offered through Amendment #4 to the Public Entity Liability Coverage Document
Amendment #1 Transition Endorsement	The cap for tort liability as provided in New Hampshire RSA 507-B:4 I that was in place for the Coverage Period in which the Damages were first incurred, or the limit of the expiring claims-made policy, or \$1,000,000, whichever is less, for any one Occurrence or Wrongful Act or series of continuous, repeated, or related Occurrences or Wrongful Acts
Communicable Disease	\$325,000 per occurrence \$1,000,000 aggregate

3. Public Entity Liability Coverages A, B, C, D and F are provided to approved Not-for-Profit Corporations as defined in the Covered Persons or Entities part of the Public Entity Liability Coverage Document, and the limit of our liability is:

The cap for tort liability as provided in New Hampshire RSA 507-B:4 I, unless an applicable sub-limit is specified in these Declarations.

If the specific liability limits of New Hampshire RSA 507-B:4 I do not apply, are found to be unconstitutional, or are inapplicable, then the limit, unless an applicable sub-limit is specified in these Declarations, is:

\$1,000,000	Any one Occurrence or Wrongful Act or series of continuous, repeated, or related Occurrences or Wrongful Acts.
\$1,000,000	Aggregate.

The sub-limits specified in Item 5, paragraph 2, of these Declarations shall apply.

4. The limit of our liability for Coverage A, B, C, D, E and F for a School Administrative Unit:

The cap for tort liability as provided in New Hampshire RSA 507-B:4 I, unless an applicable sub-limit is specified in these Declarations.

If the specific liability limits of New Hampshire RSA 507-B:4 I do not apply, are found to be unconstitutional, or are inapplicable, then the limit, unless an applicable sub-limit is specified in these Declarations, is:

\$1,000,000	Any one Occurrence or Wrongful Act or series of continuous, repeated, or related Occurrences or Wrongful Acts;
\$1,000,000	aggregate.

The sub-limits specified in Item 5, paragraph 2, of these Declarations shall apply.

ITEM 6. Member Deductible None, except as may be provided in Schedule of Members, Deductibles

ITEM 7. Member Contribution Our policies, procedures, rates and classifications will determine the contribution for this coverage. All information required is subject to verification.

In witness whereof, the New Hampshire Public Risk Management Exchange has caused this declaration to be signed by its duly authorized representative.

By:



Chief Executive Officer

**NEW HAMPSHIRE PUBLIC RISK MANAGEMENT EXCHANGE
PUBLIC ENTITY LIABILITY COVERAGE DOCUMENT
L070122**

This Public Entity Liability Coverage Document is a risk-sharing agreement that describes the scope of the obligations of the New Hampshire Public Risk Management Exchange (Primex³) and each Primex³ Member to Primex³ Members and among one another. THIS COVERAGE DOCUMENT IS NOT AN INSURANCE POLICY. Only those coverages that are specifically identified in the Public Entity Liability Coverage Declarations are provided pursuant to this Coverage Document.

The terms and conditions set forth in the General Conditions apply to all program(s) and the coverage provided by us to you. Read all of the conditions carefully to determine what other terms and conditions apply to this coverage.

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

Words and phrases that are capitalized have special meaning. Refer to DEFINITIONS.

COVERAGE AGREEMENT

We will pay on your, or a Covered Entity's, or Covered Person's behalf the Ultimate Net Loss in excess of any applicable deductible which you or a Covered Entity shall become legally obligated to pay as Damages because of:

Coverage A	Personal Injury Liability
Coverage B	Property Damage Liability
Coverage C	Public Officials Errors and Omissions Liability
Coverage D	Unfair Employment Practices
Coverage E	Employee Benefit Liability
Coverage F	Educator's Legal Liability Claims-Made Coverage

to which this Liability Coverage applies caused by an Occurrence or a Wrongful Act.

We will 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.

We will have the right and duty to defend any suit seeking those Damages, but we will not pay any cost that results from the defense, investigation, and settlement of any Occurrence or Wrongful Act arising out of any claim or loss excluded herein.

We will have the right to select and assign in-house or outside counsel to defend suits, and shall have the right to control the litigation. We may in our sole discretion assign in-house or outside counsel to handle matters that may in the future give rise to suits or claims. We may in our sole discretion provide legal and/or non-legal risk management consultation before, during or after a suit or claim.

We may, at our discretion, investigate any Occurrence or Wrongful Act and in accordance with our policies and procedures, settle any claim or suit that may result.

But:

- (A) The amount we will pay for Damages is limited as described in the Liability Coverage Declarations, Limits of Liability;
- (B) Our right and duty to defend ends when we have used up the applicable limit of coverage in the payment of judgments or settlements plus Defense Costs under Coverages A, B, C, D, E, or F; and
- (C) We will not pay for Damages awarded in relation to, arising from or incurred as a result of any default judgment.

We control the settlement of claims for damages under this Coverage Document. We will make reasonable attempts to notify you when any claim is under consideration for settlement.

Coverage F, Educator's Legal Liability Claims-Made Coverage applies only to:

Wrongful Acts that meet both the following criteria:

Take place during a period beginning after the Date of First Coverage and ending with the last day of the Coverage Period; and

A Claim for Damages IS **FIRST MADE AGAINST THE MEMBER OR ANY COVERED PERSON DURING THE COVERAGE PERIOD** and notice is given to us as soon as reasonably practical, but not later than thirty (30) days after the Claim was **FIRST MADE**.

A Claim will be deemed to have been **FIRST MADE** when notice of such Claim is received by you or any Covered Person or us, whichever comes first.

Notice sufficient to trigger this Claims-Made Liability Coverage must be in writing to us at the address to which we have directed you to report claims.

Uninsured and Underinsured Motorist Coverage

"Covered Person" for purposes of Uninsured and Underinsured Motorist Coverage shall not include any person who has received or would be entitled to receive any benefits or compensation under New Hampshire Workers Compensation law arising out of an accident or incident involving an uninsured or underinsured motorist. Accordingly, Uninsured and Underinsured Motorist Coverage is not intended to provide an additional, duplicative or supplementary remedy to those who have received or would be entitled to receive Workers' Compensation.

We will pay compensatory damages which a Covered Person is legally entitled to recover from the owner or operator of an uninsured motor vehicle because of bodily injury sustained by a Covered Person and caused by an accident. The owner or operator's liability for these damages must arise out of the ownership, maintenance, or use of the uninsured motor vehicle. Any judgment for damages arising out of a suit brought without our written consent is not binding on us.

MEMBER'S DEDUCTIBLE - PRIMEX'S LIMIT OF LIABILITY

Regardless of the number of (1) Covered persons or entities, (2) persons or organizations who sustain injury or Damage, or (3) claims made or suits brought on account of Personal Injury, Property Damage, Public Officials Errors and Omissions, Unfair Employment Practices, Employee Benefits Liability, or

Educator's Legal Liability, our liability is limited as follows:

- (A) With respect to Personal Injury or Property Damage, or any combination thereof, and Public Officials Errors and Omissions, Unfair Employment Practices, Employee Benefits Liability, or Educator's Legal Liability or any combination thereof, our liability shall be only for the Ultimate Net Loss in excess of your deductible as specified in the Liability Coverage Declarations as the result of any one Occurrence or Wrongful Act, and then for an amount not exceeding the amount specified in the Liability Coverage Declarations, Limits of Liability per Member as the result of any one Occurrence or Wrongful Act.

It is agreed that the Liability Coverage Declarations, Limits of Liability shall apply separately to each Member under this Coverage Document in the event of an Occurrence and/or Wrongful Act that involves two or more Members.

For the purpose of determining the limit of our liability, all Ultimate Net Loss arising from Damages for Personal Injury, or Property Damage, or Public Officials Errors and Omissions, or Unfair Employment Practices, or Employee Benefits Liability, or Educator's Legal Liability 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 be, and shall be deemed to have originated in the Coverage Period in which the Damages were first incurred and only the limit of liability as specified in the Liability Coverage Declarations, Limits of Liability for that Coverage Period shall apply.

For Personal Injury and Property Damage, Defense Costs are in addition to and do not reduce the limit of liability as specified in the Liability Coverage Declarations, Limits of Liability. For Public Officials Errors and Omissions, Unfair Employment Practices, Employee Benefit Liability and Educator's Legal Liability, Defense Costs are not in addition to and do reduce the limit of liability as specified in the Liability Coverage Declarations, Limits of Liability.

The limit of liability for Uninsured and Underinsured Motorist Coverage is as shown in your Public Entity Liability Coverage Declarations. This is our maximum limit of liability for all damages, including damages for care, loss of services, or death arising out of the bodily injury sustained by any one Covered Person in any one accident. Our obligation to make any payment under this provision will be reduced by any payment made by or on behalf of any insurer, self-insurer, person or organizations who may be legally responsible.

COVERAGE TERRITORY

This coverage applies to Personal Injury, Property Damage, Public Officials Errors and Omissions, Unfair Employment Practices, Employee Benefit Liability, or Educator's Legal Liability occurring anywhere in the world; however, suit must be brought in the United States, its territories, possessions or in Canada, during the Coverage Period shown on the Liability Coverage Declarations.

COVERED PERSONS OR ENTITIES

- (A) The political subdivisions named in the Schedule of Members.
- (B) Those individuals who were or now are your elected officials or appointed officers or officials, including members of your governing body, or any other committees, boards or commissions while acting for or on your behalf and within the scope of their duties.
- (C) Your past or present employee(s) while acting for or on your behalf and within the scope of their duties.

- (D) Subject to the stated sublimit in the Public Entity Coverage Declarations, Volunteers authorized and supervised by you while acting for or on your behalf and within the scope of their duties.
- (E) Subject to the stated sublimit in the Public Entity Coverage Declarations, Student teachers authorized and supervised by you while acting for or on your behalf and within the scope of their duties.
- (F) Subject to the stated sublimit in the Public Entity Coverage Declarations, Students in work study programs authorized and supervised by you while acting for or on your behalf and within the scope of their duties.
- (G) Those individuals who were or now are elected officials or appointed officers or officials of Primex³ members of its governing body, volunteers, or any other committees, boards or commissions and past or present employees or Contract Employees of Primex³ while acting for or on behalf of and within the scope of their duties for Primex³.
- (H) Not-for-Profit Corporations must be: (1) organized by the Member's governing body, public official or designee for the predominant purpose of conducting essential governmental functions and/or services of political subdivisions; (2) incorporated pursuant to the New Hampshire Revised Statutes Annotated, Chapter 292, Voluntary Corporations; (3) governed by a board the majority of which shall be officials or employees of political subdivisions; and (4) named in our Schedule of Not-for-Profit Corporations. Not-for-Profit Corporation includes those individuals who were or now are elected officials or appointed officers or officials of the corporation, including members of its governing body, employees, volunteers, or any other of its committees, boards or commissions while acting for or on behalf of and within the scope of duties for the corporation.

You must submit to us the Not-for-Profit Corporation's Articles of Incorporation and By Laws or other such organizational documents and any other requested business information for underwriting review prior to coverage being approved and extended which shall be at our sole discretion and in writing by us. A primary underwriting consideration will be the extent to which the applicant performs essential government functions that align with the risk pool's coverages, programs, services and risk management philosophy.

- (I) Subject to the applicable sublimit, a person using any owned or hired Automobile or a person legally responsible for the use thereof, provided that the owned or hired Automobile is being used with your permission in the scope and course of official functions for you or in furtherance of your official functions.
- (J) School administrative units organized pursuant to the New Hampshire Revised Statutes Annotated, Chapter 194-C, School Administrative Units, including those individuals who were or now are elected officials or appointed officers or officials of the corporation, including members of its governing body, volunteers, or any other committees, boards or commissions while acting for or on behalf of and within the scope of duties for the corporation.

DEFINITIONS

When used in this Coverage Document (including amendments forming a part hereof):

- (A) "Automobile" means any licensed land motor vehicle, trailer, or semi-trailer and subject to motor vehicle registration.

- (B) "Bodily Injury" means physical injury, sickness or disease sustained by a person, including death resulting therefrom at any time.
- (C) "Damages" means compensatory or actual damages, consisting of both general and special damages, but does not include punitive, enhanced or exemplary damages (by whatever named called), resulting from Personal Injury and for Wrongful Acts as defined in this Coverage Document, unless the punitive, enhanced or exemplary damages are awarded against an employee or official who, in respect to the incident(s) at issue in the claims resulting in an award of damages: (1) was cleared of all wrongdoing by an impartial administrative investigation, and (2) complied with all applicable policies, procedures and practices of the Member.
- "Damages" does not include any fines, penalties, assessments or liquidated damages imposed, awarded, agreed to or consented to for any violations or alleged violations of any statutes, regulations, agreements, decrees or orders.
- (D) "Defense Costs" means attorney's and paralegals fees, costs and expenses and other fees, incurred by us in connection with the investigation, adjustment, defense and appeal of a claim or suit covered hereunder. However, Defense Costs do not include your office expenses or the salaries of your employees, attorney(s) or officials.
- (E) "Educator's Legal Liability" means liability arising out of Wrongful Acts of a Member alleged to have been committed by a Covered Person in the discharge of their duties on your behalf if you are a school district or school administrative unit.
- (F) "Member" means those political subdivisions listed in the Schedule of Members.
- (G) "Medical Payments" means reasonable and necessary expenses for Bodily Injury incurred and reported to us within one (1) year of the accident date, or in the case of student accidents two (2) years of the accident date. Provision of Medical payments will be in the sole discretion of Primex³.
- (H) "Mobile Equipment" means land vehicles including equipment and apparatus attached thereto, whether or not self-propelled and not subject to motor vehicle registration.
- (I) "Occurrence" means:
1. An accident or event, including continuous or repeated injurious exposure to substantially the same harmful conditions, which results, during the Coverage Period, in Personal Injury or Property Damage, which is neither expected nor intended from the Member's or any Covered Person's or Covered Entity's conduct;
 2. With respect to Personal Injury (except Bodily Injury), one or more offenses or series of related offences committed during the Coverage Period.
- (J) "Personal Injury" means Bodily Injury and/or disability, shock, mental anguish, emotional distress, mental injury, or death 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. Any publication, communication or utterance that slanders or libels a person or organization or

disparages a person's or organization's goods, products, services or reputation;

4. A publication, communication or utterance that violates a person's right of privacy;
 5. Discrimination based upon race, religion, nationality, color, creed, sex, sexual orientation, disability, age or other protected classification;
 6. Assault and battery, not committed by, at the direction of, or with consent of the Member. However, this limitation does not apply to the use of reasonable force to protect persons from injury or death, or property from damage.
- (K) "Property Damage" means physical injury to or destruction of tangible property, including loss of use thereof, which occurs during the Coverage Period.
- (L) "Public Officials Errors and Omissions" means liability arising out of Wrongful Acts of a Member, except for Educator's Legal Liability as defined herein, alleged to have been committed by a Covered Person in the discharge of their duties on your behalf.
- (M) "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.
- (N) "Ultimate Net Loss" means the sums for which the Member is legally liable as Damages by reason of a judgment or settlement, and shall include all costs, including Defense Costs, arising out of an Occurrence or Wrongful Act.

For Personal Injury and Property Damage, Defense Costs are in addition to and do not reduce the limit of liability as specified in the Liability Coverage Declarations, Limits of Liability. For Public Officials, Errors and Omissions, Unfair Employment Practices, Employee Benefit Liability and Educator's Legal Liability, Defense Costs are not in addition to and do reduce the limit of liability as specified in the Liability Coverage Declarations, Limits of Liability.

- (O) "Unfair Employment Practices" means any claim or suit alleging a Wrongful Act brought by your past, present or prospective employees, and the spouse, child, parent, brother or sister of that person as a consequence of Unfair Employment Practices at whom any of the employment-related practices described below is directed, 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 or reassignment, wrongful discipline, negligent employee evaluation, or sexual or workplace harassment or humiliation of any kind including, but not limited to, the alleged operation of a harassing workplace environment, or unlawful discrimination, whether direct, indirect, intentional or unintentional, or failure to provide adequate employee policies and procedures.

Unfair Employment Practices shall include Wrongful Acts brought under local, state or federal law, whether common or statutory, and shall include, but are not limited to allegations of violations of the following federal laws, as amended, including regulations promulgated thereunder:

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. Discriminatory pay statutes; and
 7. Fifth and Fourteenth Amendments of the U.S. Constitution.
- (P) "Volunteer" means an individual performing services for a Member (but only within the scope of their volunteer acts) at the request of a Member and who does not receive compensation, other than reimbursement for expenses actually incurred for such services. Scope of volunteer acts does not include a Volunteer while acting under the influence of drugs or alcohol. In addition, an individual shall not be a Volunteer for these purposes who qualifies as an "employee" under any state or federal workers' compensation statute or is a work release or alternative sentencing participant.
- (Q) "Wrongful Act" means any actual or alleged negligent or willful and wanton act, actions or inactions, mistakes, misstatements, neglect, inadvertence, error or omission arising out of the conduct of a Covered Person in the performance of his or her or their duties on your or a Covered Entity's behalf committed during the Coverage Period. All such exposure to substantially the same general conditions shall be deemed one Wrongful Act.

As respects Coverage E, Employee Benefit Liability, the following Definitions apply:

- (A) "Employee Benefit Liability" means legal liability of the Member for which the Member shall become legally obligated to pay as Damages because of any claim made against the Member due to any negligent or willful and wanton act, error or omission of the Member, 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.
- (B) "Employee Benefits Programs" means:
1. group life insurance, group accident or health insurance, workers compensation, unemployment insurance or coverage, social benefits, disability benefits, and dependent care assistance plans, and
 2. any other similar employee benefit plans.
- "Employee Benefits Programs" do not include pension or retirement plans, including but not limited to the New Hampshire Retirement System (NHRS).
- (C) "Administration" wherever used means:
1. giving counsel to employees with respect to the Employee Benefits Programs;
 2. interpreting the Employee Benefits Programs;
 3. handling of records in connection with the Employee Benefits Programs; and
 4. affecting enrollment, termination or cancellation of an Eligible Person or an omission in the

Administration (as defined herein) of your Employee Benefits Program, as defined herein, occurring during the Coverage Period.

- (D) "Occurrence" means any negligent act, error or omission in the Administration of your Employee Benefits Program occurring during the Coverage Period.
- (E) "Eligible Person" means anyone qualifying as such under your Employee Benefits Programs and their heirs, legatees, personal representatives, beneficiaries or assigns.
- (F) "Damages" means those damages which are payable because of injury to rights or interests of an Eligible Person or their beneficiaries in the Employee Benefits Program.

As respects Coverage F, Educator's Legal Liability Claims Made Coverage, the following Definitions apply:

- (A) "Wrongful Act " means any actual or alleged negligent act, or error or omission arising out of the conduct of a Covered Person in the performance of his or her or their duties on your behalf committed during a period beginning after the "Date of First Coverage" and ending with the last day of the Coverage Period. All such exposure to substantially the same general conditions shall be deemed one Wrongful Act.
- (B) "Date of First Coverage" means the inception date of the first consecutive claims made coverage agreement between the Member and us or our predecessor, the New Hampshire School Boards Insurance Trust, or a earlier retroactive date, if any.
- (C) "Claim" means written or oral notice to a Member or Covered Person of a demand for Damages or an attempt to seek Damages resulting from a Wrongful Act. Claim also means written notice to a Member or Covered Person of information which triggers a Special Education Administrative Hearing. Claim does not mean or include investigations of any kind or audits or requests for information from government entities or any other entity or individual.
- (D) "Damages" means money compensation. "Damages" do not include:
 - (1) any amount for which you are already obligated at the time of a Wrongful Act, including but not limited to any obligation under the provisions of any contract or agreement or pursuant to any law or regulation,
 - (2) punitive, exemplary, enhanced or multiple "damages", civil penalties, or
 - (3) the costs of compliance with injunctive or equitable relief,
 - (4) attorneys fees and costs.

As respects Uninsured Motorist Coverage, the following Definitions apply:

"Bodily Injury" means physical injury, sickness or disease sustained by a person, including death resulting therefrom at any time.

"Covered Person" as used in this coverage means any person occupying an automobile owned or leased by you and while engaged in operations for you.

"Uninsured motor vehicle" means an Automobile to which no bodily injury liability insurance is available at the time of the accident or to which bodily injury liability insurance applies at the time of the accident, but the insurance company denies coverage or is, or becomes, insolvent or has limits

of coverage available on a per person basis applicable to bodily injury to the covered person of less than \$150,000.

EXCLUSIONS

Under Coverages A, B, C, D, E and F, and Uninsured and Underinsured Motorist Coverage, coverage does not apply to:

(A) Aircraft/aviation operations and activities

Liability arising out of the ownership, maintenance, loading or unloading, use or operation of any aircraft, airfields, runways, hangars, buildings or other properties in connection with aviation activities.

“Loading” and “unloading” of aircraft as set forth above shall not apply to paramedics, nurses or emergency medical technicians.

This exclusion does not apply to Coverages D (Unfair Employment Practices) and E (Employee Benefit Liability).

This exclusion does not apply to Unmanned Aircraft. Coverage for claims arising from use, operation, ownership, maintenance, entrustment or supervision of Unmanned Aircraft are subject to the specific sublimit set forth in the Public Entity Liability Coverage Declarations. Unmanned Aircraft means an aircraft that is not designed, manufactured or modified to be controlled by a person from within or on the aircraft.

(B) Arbitration Agreements or Judgments

Any claim, judgment or agreement from any arbitration proceeding wherein we are not entitled to join with you in exercising your rights in the choice of arbitrators, and in the conduct of such proceedings;

(C) Asbestos/Silica

1. Any liability arising out of the manufacture of, mining of, use of, sale of, installation of, removal of, distribution of, or exposure to asbestos products, asbestos fibers, or asbestos dust; or silica. Silica means silica occurring in any form, including silicon dioxide, silica particles, silica fibers, silica sand, silica dust or silica compounds; or
2. Any liability to indemnify any party because of damage arising out of Personal Injury or Property Damage or Public Officials Errors and Omissions or Educator's Legal Liability due to an Occurrence or loss due to a Wrongful Act at any time as a result of the manufacture of mining of, use of, sale of, installation of, removal of, distribution of, or exposure to asbestos, asbestos products, asbestos fibers, or asbestos dust; or silica; or
3. Any liability to defend any suit or claim against the Member seeking Damages arising out of Personal Injury or Property Damage or Public Officials Errors and Omissions or Educator's Legal Liability due to an Occurrence or loss due to a Wrongful Act, if such suit or claim results from or is contributed to by any combination of the following: manufacture of, mining of, use of, sale of, installation of, removal of, distribution of, or exposure to asbestos, asbestos products, asbestos fibers, or asbestos dust or silica.
4. All liability arising out of the presence of asbestos or silica in any condition, form or location. This exclusion applies to all forms of asbestos or silica including but not limited to when it is

wholly or partially intact, damaged, degraded, decayed or decomposed. This exclusion applies to all theories of liability for property damage, bodily injury, personal injury or other loss that are in any way related to the existence, presence, contamination, inhalation, ingestion, exposure to, or absorption of asbestos or silica.

(D) Class Action Suits

Any cause of action, claim or suit part of, related to, based upon, arising from, or in consequence of any class action.

(E) Breach of Contract

Failure to perform or breach of a contractual obligation.

(F) Contractual Liability

Under no circumstances shall there be coverage for your contractual obligations to defend, hold harmless or indemnify; i.e., assume liability, for: (1) architects, engineers or surveyors, or any of their business entities, employers, employees, contractors, subcontractors or agents; (2) your employees or officials; and (3) any person or entity with respect to any occurrences, incidents or events that transpired before you assumed the contractual liability to defend, indemnify or hold harmless such person or entity.

However, we will cover certain contractual assumptions of liability to defend, indemnify or hold harmless a third party subject to the following terms and conditions. Our coverage of a written contractual obligation of a Member or covered entity to assume liability for; i.e. defend, indemnify or hold harmless, a third party shall be (1) subject to and limited by all terms, conditions, exclusions and the specific Contractual Liability sublimit set forth in the Public Entity Coverage Documents and Declarations; (2) limited to bodily injury and property damage claims under Coverage A, Personal Injury Liability, and Coverage B, Property Damage Liability; and (3) not in addition to or stacked upon any coverage we have extended to the third party through an Additional Covered Party certificate under Amendment #3.

(G) Eminent Domain, Land Use, Zoning

Claims or loss or Damages or any liability arising out of or in connection with the regulation, occupancy or use of land and improvements thereon, including without limitation the operation of the principles of eminent domain, condemnation proceedings, or inverse condemnation, zoning, re-zoning, failure to zone or regulatory taking, by whatever name called, regardless of whether such claims, loss or Damages are made directly against you or by virtue of any agreement entered into, by or on your behalf.

This exclusion does not apply to claims alleging federal civil rights violations under 42 USC §1983 arising out of eminent domain, condemnation proceedings or inverse condemnation proceedings or inverse condemnation, zoning, failure to zone, land use actions or regulatory takings.

(H) Employer's Liability

1. Bodily Injury to your employee arising out of and in the course of employment by you,
2. claims or loss of that employee's spouse, child, parent, brother or sister as a consequence of Bodily Injury,

This exclusion applies:

1. whether you may be liable as an employer or in any other capacity, and
2. to any obligation to share Damages or repay another party which must pay Damages because of Bodily Injury.

(I) ERISA and PERA

Any claim made against you, or any liability imposed upon you or imputed to you, under, arising from, or in any way related to the Employee Retirement Income Security Act of 1974 (ERISA), Public Employees Retirement Act (PERA), and any law amendatory thereof or any similar retirement program or act, including but not limited to the New Hampshire Retirement System (NHRS), and regardless of whether the claim is based on statutory provisions or common law theories such as negligence, breach of contract or breach of fiduciary duty, for example.

(J) Lead

All liability arising out of the presence of lead in any condition, form or location.

This exclusion applies to all forms of lead including but not limited to lead paint, lead materials or lead products that are wholly or partially intact, damaged, degraded, decayed, chipped, flaked or decomposed.

This exclusion applies to all theories of liability for property damage, bodily injury, personal injury or other loss that are in any way related to the presence, contamination, inhalation, ingestion or absorption of lead.

(K) Non-Monetary Claims

Any causes of action, claims or lawsuit counts seeking non-monetary relief such as injunction, mandamus, declaratory relief or statutory equitable relief, including but not limited to RSA 91-A remedies. Demands, requests, claims, counts and prayers for relief seeking attorney's fees, costs, expenses or penalties in connection with the pursuit of non-monetary relief are also excluded from coverage.

This exclusion does not apply to Defense Costs, subject to the respective sublimits stated in the Public Entity Coverage Declarations, for the defense of housing discrimination or accommodation claims or the defense of claims of professional negligence or misconduct filed against your Employed Lawyer with any professional licensing, oversight, or disciplinary official, agency, board or commission. An Employed Lawyer is a New Hampshire licensed attorney who at the time of the Occurrence or Wrongful Act is your bona fide employee, such as a City Attorney, County Attorney or staff attorney.

(L) Nuclear Energy Liability

Any liability arising from the hazardous properties of Nuclear Material and arising out of the operation of a Nuclear Facility by any person or organization or resulting from the hazardous properties of Nuclear Material.

"Nuclear Facility" means:

1. Any nuclear reactor;
2. Any equipment or device designed or used for:
3. Separating the isotopes of uranium or plutonium;
4. Processing or utilizing spent fuel, or
5. Handling, processing or packaging waste;
6. Any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the Member at the premises where such equipment or device is located consists or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
7. Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste; and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear Material" means source material, special nuclear material or byproduct material;

(M) Pollution

1. Any claim or obligation to defend and/or indemnify with respect to any claim or suit seeking any damages, statutory relief, regulatory relief, equitable relief, fines, penalties, costs, expenses, interest, liabilities, compliance or attorney's fees arising out of the actual, alleged or threatened presence, existence, discharge, dispersal, release, seepage, migration, escape, travel, movement, relocation, deposit, decay, deterioration, dissolution, degradation, ingestion, inhalation, or absorption, of pollutants, whether sudden, gradual, indoor or outdoor, anywhere in the world.

This exclusion does not apply to liability:

arising from sewer back-up resulting from the reverse flow or escape of sewage from any fixed sewage line(s) or the release of water from any failed water pipe owned, operated or maintained by you subject to the limit and restrictions appearing in the Liability Coverage Declarations for Sewer Back-up or Sewer Back-up and Water Pipe Failure, No Fault, and provided that these coverage limits are reduced by (1) recoveries by you for the same loss under any Primex³ coverage; and (2) any reasonably available source of county, state or federal funding applicable to the same loss. Notwithstanding any other provision in this Public Entity Liability Coverage Document, the Sewer Back-up limit set forth on the Liability Coverage Declarations is inclusive of and reduced by Defense Costs, and the Sewer Back-up and Water Pipe Failure, No Fault limit set forth on the Liability Coverage Declarations does not provide coverage for Defense Costs.

2. Any loss, cost or expense arising out of any governmental (administrative, judicial or legislative branch) direction or request that you test for, monitor, clean up, remove, contain, treat, detoxify, neutralize or otherwise respond to or remediate pollutants;
3. Any loss, cost or expense incurred by a governmental entity or agency or any other third party, including but not limited to the cost of investigation and monitoring, and Defense Costs, relating to activities in connection with efforts to test for, monitor, clean up, remove, contain, treat, detoxify, neutralize or otherwise respond to or remediate pollutants.

"Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including without limitation, smoke, vapor, soot, fumes, acids, alkalis, chemicals, electromagnetic radiation, fiberglass, lead, lead paint,

lead pigment, lead in water, lead products or materials containing lead, or any hazardous or toxic substance or waste of whatever kind, regardless of whether it is wholly or partially intact, degraded or decayed.

Waste also includes materials that are intended to be or have been recycled, reconditioned or reclaimed.

"Pollutants" shall also mean fungal pathogens or bacteria, including any fungus or mycota or any byproduct or type of infestation produced by such fungus or mycota, including but not limited to mold, mildew, mycotoxins, spores, or any biogenic aerosols, whether indoors or outdoors.

Nothing in this exclusion shall operate to provide any coverage with respect to:

- (1) Any site or location used by others on your behalf for the handling, storage, disposal, dumping, processing or treatment of waste material. This exclusion applies whether or not the action by others was known to you; or
- (2) Any clean-up costs mandated by the Superfund program or by any state or federal entity or agency; or
- (3) Acid Rain; or
- (4) Clean-up, removal, containment, treatment, detoxification or neutralization of pollutants situated on premises that you currently own or rent.

(N) Property Damage

Any liability for Property Damage to:

1. Real property occupied by or leased to you, your agents or subcontractors;
2. Real or personal property used by you, your agents or subcontractors;
3. Real or personal property in your or your agent's or subcontractor's care, custody or control or for which you or your agents or subcontractors are exercising control for any purpose;
4. Your Automobiles; and
5. Your Mobile Equipment.

(O) Professional Services – Rendering or Failure to Render

Any liability for Personal Injury or Property Damage arising out of:

1. The rendering of or failure to render:
 - (a) Medical, surgical, dental, x-ray, dietary, or nursing service or treatment;
 - (b) Any health service or treatment;
 - (c) Any mental health service or treatment;
 - (d) Any veterinary medicine, treatment or service.

2. The furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances; or
3. The handling or treatment of dead human bodies including autopsies, organ donation or other procedures.

This exclusion does not apply to services performed by emergency medical technicians, paramedics, athletic trainers, dietitians, nurses, psychologists, substance abuse counselors or occupational or physical therapists providing services within the scope of their professional licenses and while performing duties within the scope of their employment by you.

(P) Rebounding Devices

Personal Injury arising from the use, ownership, maintenance, or operation of a Rebounding Device. Rebounding Device means any trampoline, mini-tramp, bouncer, or any other such equipment. This exclusion does not apply to rebounding devices used in conjunction with supervised Special Education physical therapy and/or occupational therapy programs. Diving Boards are not considered Rebounding Devices.

(Q) Securities and Financial Interests

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; or
3. Any depreciation or decline in price or value of any security, debt, bank deposit or financial interest or instrument.

We will have no duty or obligation to provide or pay for the investigation or defense of any claim or loss that may allege any of the foregoing.

(R) Sexual Molestation

Damages for Personal Injury caused by a Covered Person alleged to be a perpetrator of a rape or sexual molestation. We may, at our discretion, investigate and pay Defense Costs for the Covered Person alleged to be a perpetrator.

This exclusion does not apply to your Wrongful Acts.

(S) Ski Operations

Personal Injury, Bodily Injury or Property Damage arising out of the ownership, maintenance or operation of ski jumps, ski lifts or tows, and associated trails other than cross country ski trails.

(T) Subsidence

Any claim or loss or Damages or Defense Costs or liability arising out of Subsidence.

(U) ⁷ Terrorism

Any claim or loss or Damages or Defense Costs or liability directly or indirectly resulting from or arising out of or in any way related to any:

1. Act of Terrorism; or
2. Actions taken by or on behalf of the government or any branch or division thereof (including, without limitation, the uniformed armed forces, militia, police, state security, and anti-terrorism agencies) in responding to, preventing, combating, defending or retaliating against any Act of Terrorism.

Act of Terrorism means any activity that:

1. Involves any violent act or any act dangerous to human life, tangible or intangible property, and that causes damage to property or injury to persons or causes a threat thereof; and
2. Appears to be intended, in whole or in part, to:
 - a) Intimidate or coerce a civilian population; or
 - b) Disrupt any segment of a nation's economy; or
 - c) Influence the policy of a government, political subdivision or school organization by intimidation or coercion; or
 - d) Affect the conduct of a government, political subdivision or school organization by mass destruction, assassination, kidnapping or hostage-taking; or
 - e) Respond to government, political subdivision or school organization action or policy.

Act of Terrorism shall also include any incident determined to be such by an official, department or agency that has been specifically authorized by federal statute to make such a determination.

This exclusion applies regardless of any other cause or event that in any way contributes concurrently or in sequence to the loss, injury, damage, expense, cost, or legal obligation and whether or not the Act of Terrorism was committed in concert with or on behalf of any organization or government.

(V) Violations

Violation of any State, Federal or local statute, law, penal code, regulation or ordinance unless coverage for such violations is explicitly provided in coverages A, B, C, D, E and F.

This exclusion does not apply to reasonable and necessary Defense Costs, subject to the stated sublimit for Professional Reputation Risk, and as determined by us in our sole discretion, for the defense of written and publicly disclosed allegations that an elected official or senior management level employee with fiduciary duties violated a provision of law and thereby caused financial harm to you as a public entity, but only if such person had an objectively reasonable and good faith belief that his or her conduct was at all relevant times lawful and that your governing board has by majority vote decided to extend Professional Reputation Risk protection to the person.

(W) War or Military Action

Any claim or loss or Damages or Defense Costs or liability directly or indirectly resulting from or arising out of or in any way related to any:

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

(X) Watercraft

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 you, or
2. watercraft operated by any person in the course of his employment by you.

However, this exclusion shall not apply to any owned or non-owned watercraft less than 51 feet in length or powered by an engine that is in compliance with the horsepower recommended by the manufacturer and that is not being used to carry persons or property for a charge, or to any watercraft while ashore or on premises owned or controlled by you.

(Y) Workers Compensation, Unemployment Compensation, Disability Benefits or Similar Law

Any obligation for which the Member or a Covered Entity may be held liable under any workers compensation, occupational disease, unemployment compensation, disability benefits law, or under any similar law.

(Z) Cyber Liability

An array of cyber coverage protections and limits are provided through a specialty public entity insurance product incorporated by Amendment #4 to this Coverage Document. Cyber liability coverage for third party claims for money damages on account of personal/bodily injury and/or property damage is provided herein but subject to the stated sublimit in the Public Entity Liability Coverage Declarations.

Except as may be provided in Amendment #4, and except as to the sublimit for cyber liability for injury or property damage arising from an occurrence or wrongful act, this coverage does not apply to injury or damage, whether physical or nonphysical, arising out of "cyber liability".

"Cyber liability" means injury or damage arising out of:

1. Any access to or disclosure of any person's or organization's personal or confidential information including:
 - a) A person's name, unpublished address, unpublished phone number, driver's license or other state-issued identification number, social security number, financial account

- numbers, including saving or checking account, credit or debit card number and the related security code, password or pin for such account or card number;
- b) Patents, trade secrets, processing methods, customer lists, financial information, health information; or
 - c) Any other type of nonpublic information; or
2. The loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate "electronic data" that does not result from physical injury to tangible property.

"Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices, or any other media which are used with electronically controlled equipment. For the purpose of this coverage, "electronic data" is not tangible property.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses, fines, penalties, or any other loss, cost, or expense incurred by the Member Insured or others arising out of that which is described in 1. or 2. above.

(ZA) Communicable Disease

Except as provided by the applicable sub-limit specified for Communicable Disease in the Public Entity Liability Coverage Declarations, we exclude all 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 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 in this exclusion, 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.

In addition to the exclusions above, the following additional exclusions apply:

(AA) Under Coverage C, Public Officials Errors and Omissions Liability, for:

1. Personal Injury or Property Damage as defined in this Coverage Document;
2. Refund of taxes, fees or assessments;

3. **Illegal Remuneration or Financial Gain**

Your liability or the liability of any Covered Person arising in whole or in part out of any of them obtaining remuneration or financial gain to which they were not legally entitled;

4. **Violation of Penal Code or Ordinance**

Except as provided for Professional Reputation Risk Defense Costs in Exclusion (V), Liability and any claim for Defense Costs arising out of the violation of any penal code, statute, law, act, or ordinance, whether federal, state, city or town, county or district committed by Covered Persons or with the knowledge or consent of any Member except that any fact pertaining to any Covered Person shall not be imputed to any other Covered Person for the purpose of determining application of this exclusion;

5. **Faulty Preparation of Bid Specifications, Cost Estimates, Failure to Award Contracts**

Liability arising out of estimates of probable costs or cost estimates being exceeded 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. **Tangible Property**

Injury to, destruction or disappearance of any tangible property (including money) or the loss of use thereof;

7. **Breach of Contract**

Failure to perform or breach of a contractual obligation;

(AB) Under Coverage D, Unfair Employment Practices, for:

1. **Strikes and Lockouts**

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**

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. **Building or Property Modifications to Accommodate Disabled Persons**

Any claim or claims incurred by you to modify any building or property in order to make said building or property more accessible or accommodating to any disabled person.

4. **Reinstatement**

Claims or proceedings for reinstatement due any claimant or the continued employment of the claimant, and any resultant awards, damages, expenses, costs and attorney's fees.

5. Breach of Employment Contract

Causes of action grounded solely in contract including but not limited to breach of any oral or written employment contract or quasi-employment contract.

6. National Labor Relations Act or Similar Law Violations

Any claim arising from or in consequence of any alleged violation of the National Labor Relations Act: 29 U.S.C. § 151-169, the National Labor Management Act (Taft-Hartley Act) - 29 U.S.C. § 141-197, the New Hampshire Public Employee Relations Law, RSA 273-A, or any other similar or related federal, state or local law or ordinance and administrative rule adopted in relation thereto.

7. Collective Bargaining Agreements

Any labor or grievance arbitration arising out of collective bargaining agreements.

8. Overtime Pay, Wage and Hour Violations, Worker Protective Legislation

Any claim for overtime pay, wages due or other awards, damages, expenses costs or penalties arising out of alleged violations of state or federal wage and hour laws such as the Fair Labor Standards Act and RSA 275.

9. Administrative Proceedings

Any claim for Damages, Defense Costs or internal investigations arising from administrative hearings or proceedings.

This exclusion does not apply to Damages awarded against you and Defense Costs for legal counsel approved by us in defending discrimination claims for Damages before the New Hampshire Human Rights Commission or the Equal Employment Opportunity Commission.

(AC) Under Coverage E, Employee Benefits Liability, for:

1. Personal Injury or injury to or destruction of any tangible property, including the loss of use thereof;
2. Any claim arising out of malpractice, error or omission of any physician or surgeon;
3. Personal Injury resulting from false arrest, detention or imprisonment, or malicious prosecution or libel, slander, defamation of character, or religious discrimination;
4. Any claim for failure or performance of a contract by you, or to any claim based upon failure of stocks, bonds or other securities to produce financial gain, profit or growth as represented by you;
5. Injury caused by a fraudulent, criminal or malicious act of the Member or any Covered Person;
6. Any claim, whether statutory or common law (for example negligence, breach of contract or breach of fiduciary duty), made against you based upon, arising from, or in any way related to 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, the Public Employees

Retirement Act (PERA), the New Hampshire Retirement System (NHRS), or any similar retirement program, act, or employee benefit laws, or similar provisions of any federal, state or local statutory or common law; or

7. Any claim based upon your failure to comply with laws concerning workers compensation, unemployment insurance or coverage, Social Security or disability benefits.

(AD) Under Coverage F, Educator's Legal Liability Claims-Made Coverage, for:

1. Personal Injury or Property Damage or Public Officials Errors and Omissions, Unfair Employment Practices or Employee Benefit Liability as defined in this Coverage Document. Such coverage is provided only by Coverage A, B, C, D, and E;

2. Refund of taxes, fees or assessments;

3. Illegal Remuneration or Financial Gain

Your liability or the liability of any Covered Person arising in whole or in part out of any of them obtaining remuneration or financial gain to which they were not legally entitled;

4. Violation of Penal Code or Ordinance

Except as provided for Professional Reputation Risk Defense Costs in Exclusion (V), Liability and any claim for Defense Costs arising out of the violation of any penal code, statute, law, act, or ordinance, whether federal, state, city or town, county or district committed by Covered Persons or with the knowledge or consent of any Member except that any fact pertaining to any Covered Person shall not be imputed to any other Covered Person for the purpose of determining application of this exclusion;

5. Faulty Preparation of Bid Specifications, Cost Estimates, Failure to Award Contracts

Liability arising out of estimates of probable costs or cost estimates being exceeded 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. Tangible Property

Injury to, destruction or disappearance of any tangible property (including money) or the loss of use thereof;

7. Breach of Contract

Failure to perform or breach of a contractual obligation;

8. Administrative Proceedings

Any claim for Damages, Defense Costs or internal investigations arising from administrative hearings or proceedings.

This exclusion does not apply to Defense Costs, up to the specified sub-limit on the Public Entity Liability Declarations, for legal counsel approved by us for participation in a Special Education Administrative Hearing or mediation.

This exclusion does not apply to Damages awarded against you and the Defense Costs for legal counsel approved by us in discrimination claims before the New Hampshire Commission for Human Rights.

9. Any Claim that is covered by any other self-insurance program coverage or policy of insurance that replaces this liability claims-made coverage or that succeeds it in time.

(AE) Under Uninsured and Underinsured Motorist Coverage, for:

1. Bodily injury sustained by any Covered Person if that Covered Person or the legal representative settles the bodily injury claim without our consent.
2. Bodily injury sustained by any insured while using an Automobile without a reasonable belief that the covered person is entitled to do so.
3. Bodily injury to a Covered Person while working in a business of selling, servicing, repairing or parking Automobiles unless that business is yours.
4. Bodily injury sustained by a Covered Person while occupying a vehicle used as a premises or residence.
5. Bodily injury sustained by any of your elected or appointed officials or any of their household members while occupying or struck by any vehicle (other than an automobile you own or lease) owned by, or furnished or available for the regular use of, the injured person or any of his or her household members.
6. Bodily injury to your employee arising out of and in the course of employment by you.
7. This coverage does not apply directly or indirectly to the benefit of any insurer or self-insurer providing workers' compensation coverage including but not limited to any lienholder or subrogee.

EXTENDED REPORTING PERIOD

Under Coverage F, Educator's Legal Liability Claims-Made Coverage, if this claims-made liability coverage is terminated by you in accordance with the provisions in the General Conditions then:

(A) Automatic Extended Reporting Period

1. You will be provided with an automatic sixty (60) day extended reporting period for no additional member contribution. The extension of coverage granted shall be subject to the terms and conditions of the Public Entity Liability Coverage Document and shall apply to Claims **FIRST MADE** against you or a Covered Person during the sixty (60) days immediately following the end of the Coverage Period, but only by reason of Claims which happened subsequent to the retroactive date and prior to end of the Coverage Period and which are otherwise covered by this Public Entity Liability Coverage Document.

The automatic extended reporting period will not be provided or available to you if we terminate your participation in this claims-made liability coverage or if you do not terminate your participation in accordance with the provisions in the General Conditions.

This Coverage Document does not cover any Claim that is covered by any other self-insurance program coverage or policy of insurance that replaces this Coverage Document or that succeeds it in time.

New Hampshire Public Risk Management Exchange

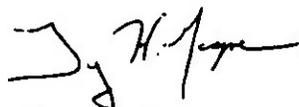
PUBLIC ENTITY VOLUNTEER MEDICAL ACCIDENT COVERAGE DECLARATIONS

This page along with the General Conditions and Coverage Document provisions and amendments, if any, issued to form a part thereof, completes the below numbered Coverage Document.

- ITEM 1. Covered Entities** New Hampshire Public Risk Management Exchange and its Property/Liability Program Members and Workers Compensation Members
See Schedule of Members for Both Programs
- ITEM 2. Document Number** **VMA070122**
- ITEM 3. Coverage Period** **For Members with a July 1 effective date:**
From 12:01 A.M. Standard Time on July 1, 2022 or the date on which the entity becomes a member of the New Hampshire Public Risk Management Exchange, whichever is later, and expires at 12:01 A.M. on July 1, 2023.
- For Members with a January 1 effective date:**
From 12:01 A.M. Standard Time on January 1, 2023 or the date on which the entity becomes a member of the New Hampshire Public Risk Management Exchange, whichever is later, and expires at 12:01 A.M. on January 1, 2024.
- ITEM 4. Description** **Volunteer Medical Accident Coverage**
- ITEM 5. Limits of Liability** **The limit of our discretionary payments:**
- \$10,000 in our discretion for reasonable and necessary medical expenses incurred within two (2) years of the accident date, and excess of any other insurance or coverage, for injuries sustained by a Volunteer within the scope and arising out of their assigned volunteer activities for you.
- ITEM 6. Member Deductible** **None**
- ITEM 7. Member Contribution** Our policies, procedures, rates and classifications will determine the contribution for this coverage. All information required is subject to verification.

In witness whereof, the New Hampshire Public Risk Management Exchange has caused this declaration to be signed by its duly authorized representative.

By:



Chief Executive Officer

**NEW HAMPSHIRE PUBLIC RISK MANAGEMENT EXCHANGE
PUBLIC ENTITY VOLUNTEER MEDICAL ACCIDENT COVERAGE DOCUMENT
VMA070122**

This Public Entity Volunteer Medical Accident Coverage Document is a risk-sharing agreement that describes the scope of the obligations of the New Hampshire Public Risk Management Exchange (Primex³) and each Primex³ Member to Primex³ Members and among one another. **THIS COVERAGE DOCUMENT IS NOT AN INSURANCE POLICY.** Only those coverages that are specifically identified in the Public Entity Volunteer Medical Accident Coverage Declarations are provided pursuant to this Coverage Document.

The terms and conditions set forth in the General Conditions apply to all program(s) and the coverage provided by us to you. Read all of the conditions carefully to determine what other terms and conditions apply to this coverage.

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

Words and phrases that are capitalized have special meaning. Refer to DEFINITIONS.

LIMITS OF LIABILITY

The limit of liability is as shown on the Public Entity Volunteer Medical Accident Coverage Document Declarations.

COVERAGE AGREEMENT

We in our sole discretion may pay reasonable and necessary medical expenses incurred within two (2) years of the accident date, and excess of any other insurance or coverage for injuries sustained by a Volunteer within the scope and arising out of their assigned volunteer activities for you.

COVERED PERSONS

- (A) Your Volunteers.

DEFINITIONS

When used in this Coverage Document (including amendments forming a part hereof):

- (A) "Volunteer" means those individuals undertaking a task of his/her own free will and as authorized and supervised by you. Volunteer does not mean any person defined as an employee in the New Hampshire Workers' Compensation Law.

LIMIT OF LIABILITY

The limit of liability is as shown on the Public Entity Volunteer Medical Accident Coverage Document Declarations.

EXCLUSIONS

- (A) Workers Compensation, Unemployment Compensation, Disability Benefits or Similar Law

Any obligation for which you may be held liable under any workers compensation, occupational disease, unemployment compensation, disability benefits law, or under any similar law.

- (B) Any Volunteer while taking part in any athletic activities directed or organized by you or by any person acting on your behalf.

**NEW HAMPSHIRE PUBLIC RISK MANAGEMENT EXCHANGE
PUBLIC ENTITY LIABILITY COVERAGE DOCUMENT**

AMENDMENT #1

Transition Endorsement – Claims Made to Occurrence Coverage

Coverage Document Number: **L070122**

Coverage Parts Affected:

Coverage A	Personal Injury Liability
Coverage B	Property Damage Liability
Coverage C	Public Officials Errors and Omissions
Coverage D	Unfair Employment Practices
Coverage E	Employee Benefit Liability
Coverage F	Educator's Legal Liability Claims-Made Coverage

Retroactive Coverage Period

In consideration of and subject to the Prior Acts Warranty executed by you, we will pay on your behalf the Ultimate Net Loss in excess of any applicable deductible which you shall become legally obligated to pay as Damages:

- (A) arising out of claims to which this Liability Coverage applies caused by an Occurrence or a Wrongful Act when such claim is first made against you subsequent to the Coverage Period stated in the Public Entity Liability Coverage Document Declarations and arising from an Occurrence or Wrongful Act after the Retroactive Date listed below.

Limits of Liability

Our liability shall be only for the Ultimate Net Loss in excess of your deductible as the result of any one Occurrence or Wrongful Act or series of continuous, repeated, or related Occurrences or Wrongful Acts and then for an amount not exceeding the sub-limit specified in the Liability Coverage Declarations, Limits of Liability as the result of any one Occurrence or Wrongful Act or series of continuous, repeated, or related Occurrences or Wrongful Acts.

For the purpose of determining the limit of our liability, all Ultimate Net Loss arising from Damages 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 be, and shall be deemed to have originated in the Coverage Period in which the Damages were first incurred and only the limit of liability as specified in the Liability Coverage Declarations, Limits of Liability for that Coverage Period shall apply.

Exclusions

In addition to the exclusions stated in the Public Entity Liability Coverage Document, no coverage will be provided by this amendment:

- (A) Unless a claims-made policy covering you was continuously in effect during the Retroactive Coverage Period specified above;
- (B) for any claim or suit first made against you before the Retroactive Date listed below whether or not reported to the prior insurer or coverage provider;

- (C) for any Occurrence or Wrongful Act reported to the prior insurer or coverage provider before the Retroactive Date listed below;
- (D) for any Occurrence or Wrongful Act that you were aware of prior to the Retroactive Date listed below;
- (E) for any Occurrence or Wrongful Act that you were aware of prior to the Retroactive Date listed below and which was not reported to the prior insurer or coverage provider; or
- (F) for any Occurrence or Wrongful Act covered by another insurance policy or risk pool coverage document,

Terminating Participation in the Property and Liability Program by Us or by You

Terminating participation in the Property and Liability Program shall be done in accordance with the Terminating Participation in Our Program(s) section of the General Conditions. This Amendment #1 Transition Endorsement – Claims Made to Occurrence Coverage will be cancelled automatically on the date that we terminate your participation in the Property and Liability Program or if you do not continuously participate in the Property and Liability Program for each respective coverage period after the Program Effective date shown on the Schedule of Members.

Retroactive Date

For Members transitioning from Claims Made to Primex³ Occurrence Coverage, the Retroactive Date shall be three years prior to the date of the inception of the Member's Primex³ Occurrence Coverage, unless a different Retroactive Date is stated in this Transition Endorsement.

Member Name	Retroactive Date
Acworth, Town of	7/1/2013
Albany School District	7/1/2013
Albany, Town of	7/1/2013
Alexandria, Town of	7/1/2013
Allenstown School District	7/1/2013
Allenstown, Town of	7/1/2013
Alstead, Town of	7/1/1999
Alton, Town of	7/1/2011
Amherst School District	7/1/2009
Andover, Town of	7/1/2013
Antrim, Town of	7/1/2013
Ashland, Town of	5/1/2009
Ashuelot Pond Dam Village District	7/1/2013
Atkinson, Town of	7/1/2013
Auburn School District	7/1/2008
Barnstead School District	7/1/2013
Barnstead, Town of	7/1/2011

Member Name	Retroactive Date
Barrington School District	7/1/2014
Barrington, Town of	7/1/2011
Bartlett School District	7/1/2013
Bartlett, Town of	7/1/2013
Bath, Town of	7/1/2013
BCEP Solid Waste	7/1/2013
Bedford School District	7/1/2008
Bedford, Town of	1/1/2009
Belknap County Conservation District	7/1/2013
Belmont, Town of	7/1/2009
Bennington, Town of	7/1/2013
Berlin Water Works	7/1/1999
Bethlehem School District	7/1/2000
Bethlehem, Town of	7/1/2011
Bethlehem Village District	7/1/2013
Bow School District	7/1/1999
Bow, Town of	7/1/2008
Bradford, Town of	7/1/2013
Brentwood School District	7/1/2011
Brentwood, Town of	7/1/2013
Bristol, Town of	7/1/2009
Brookfield, Town of	7/1/2013
Brookline School District	7/1/2013
Brookline, Town of	7/1/2013
Campton School District	7/1/2013
Campton, Town of	7/1/2010
Campton Village District	7/1/2013
Campton-Thornton Fire Department	7/1/2013
Canaan, Town of	7/1/2008
Candia School District	7/1/2008
Candia, Town of	7/1/1999
Canterbury, Town of	7/1/2013
Capital Area Fire Compact	7/1/2013
Carroll, Town of	7/1/2013
Center Harbor, Town of	7/1/2013
Central NH Special Operations Unit	7/1/2013

Member Name	Retroactive Date
Charlestown, Town of	7/1/2012
Chatham School District	7/1/2013
Chatham, Town of	7/1/2013
Chester, Town of	7/1/2013
Chesterfield School District	7/1/2013
Chesterfield, Town of	7/1/2011
Chichester School District	7/1/2013
Chichester, Town of	7/1/2013
Claremont, City of	7/1/1999
Claremont School District	7/1/2009
Clarksville School District	7/1/2019
Clarksville, Town of	7/1/2013
Coheco Arts and Technology Academy	7/1/2001
Colebrook School District	7/1/2019
Colebrook, Town of	7/1/2011
Columbia School District	7/1/2019
Columbia, Town of	7/1/2013
Concord, City of	7/1/2008
Concord School District	7/1/1999
Contoocook Valley School District	7/1/2006
Contoocook Village Precinct	7/1/2013
Conway School District	7/1/2013
Conway, Town of	7/1/2011
Conway Village Fire District	7/1/2013
Coos County Conservation District	7/1/2013
Cornish School District	7/1/2009
Cornish, Town of	7/1/2013
Croydon School District	7/1/2013
Croydon, Town of	9/18/1999
Dalton, Town of	7/1/2013
Danbury, Town of	7/1/2013
Deerfield School District	7/1/2013
Deerfield, Town of	7/1/2011
Deering, Town of	7/1/2013
Derry, Town of	7/1/2000
Dorchester, Town of	7/1/2013

Member Name	Retroactive Date
Dover, City of	7/1/1986
Dublin, Town of	7/1/2013
Dummer School District	7/1/2013
Dunbarton School District	7/1/2013
Dunbarton, Town of	7/1/2013
Durham, Town of	7/1/2009
East Kingston School District	7/1/2011
East Kingston, Town of	7/1/2013
Easton, Town of	7/1/2013
Eaton School District	7/1/2013
Eaton, Town of	7/1/2013
Effingham, Town of	7/1/2013
Ellsworth School District	7/1/2013
Emerald Lake Village District	7/1/2013
Enfield, Town of	7/1/2013
Epping School District	7/1/2008
Epping, Town of	7/1/2011
Epsom School District	7/1/2013
Errol School District	7/1/2013
Errol, Town of	7/1/2013
Exeter Regional School District	7/1/2011
Exeter School District	7/1/2011
Exeter, Town of	1/1/2009
Farmington School District	7/1/2013
Farmington, Town of	7/1/1999
Fitzwilliam, Town of	7/1/2013
Franconia, Town of	4/11/1999
Franklin School District	7/1/1998
Freedom School District	7/1/2012
Freedom, Town of	9/16/1999
Fremont, Town of	7/1/2013
Gate City Charter School for the Arts	7/1/2013
Gilford, Town of	7/1/2008
Gilmanton, Town of	7/1/2013
Gilsum, Town of	7/1/2002
Goffstown School District	7/1/2013

Member Name	Retroactive Date
Goffstown, Town of	7/1/2013
Goffstown Village Water Precinct	7/1/2013
Gorham Randolph Shelburne Coop School District	7/1/2013
Goshen School District	7/1/2013
Goshen, Town of	7/1/2013
Grafton County	7/1/2008
Grafton County Conservation District	7/1/2013
Grafton, Town of	7/1/2013
Granite Lake Village District	7/1/2013
Grantham School District	7/1/1999
Grantham, Town of	7/1/1999
Grasmere Village Water Precinct	7/1/2013
Great Bay eLearning Charter School	7/1/2013
Greenland, Town of	7/1/2013
Greenville Estates Village District	7/1/2013
Greenville, Town of	7/1/2013
Groton, Town of	7/1/2011
Hampstead, Town of	7/1/2011
Hampton, Town of	7/1/2013
Hampton Falls School District	7/1/1999
Hampton School District	7/1/1999
Hancock, Town of	7/1/2011
Hanover, Town of	7/1/2012
Harrisville School District	7/1/2013
Harts Location School District	7/1/2013
Haverhill, Town of	7/1/2008
Hebron, Town of	7/1/2013
Henniker School District	7/1/1999
Hill School District	7/1/1999
Hill, Town of	7/1/2013
Hillsboro-Deering School District	7/1/2013
Hillsborough County	11/1/1999
Hillsborough County Conservation District	7/1/2013
Hillsborough, Town of	7/1/2013
Hinsdale School District	7/1/2013
Hinsdale, Town of	7/1/2008

Member Name	Retroactive Date
Holderness School District	7/1/2013
Holderness, Town of	7/1/2002
Hollis Brookline Cooperative School District	7/1/2013
Hollis School District	7/1/2013
Hollis, Town of	1/1/2009
Hooksett School District	7/1/2008
Hopkinton School District	7/1/2013
Hopkinton, Town of	7/1/2010
Howe Library	7/1/2012
Hudson, Town of	7/1/2011
Inter-Lakes Cooperative School District	7/1/1999
Jackson School District	7/1/2013
Jackson, Town of	7/1/2013
Jaffrey, Town of	7/1/2002
Jaffrey-Rindge Cooperative School District	7/1/2000
Jefferson, Town of	7/1/2013
Kearsarge Regional School District	7/1/2008
Keene, City of	7/1/1999
Keene School District	7/1/2013
Kensington School District	7/1/2011
Kensington, Town of	7/1/2013
Laconia, City of	7/1/1999
Lafayette Regional School District	7/1/2000
Lake Todd Village District	7/1/2013
Lakes Region Mutual Fire Aid	7/1/2011
Lamprey Solid Waste	7/1/2011
Lancaster, Town of	7/1/2011
Landaff School District	7/1/2000
Langdon, Town of	7/1/2009
Lebanon, City of	7/1/2013
Lebanon Housing Authority	10/1/2002
Lee, Town of	7/1/2011
Lempster School District	7/1/2013
Lempster, Town of	7/1/2013
Lisbon Regional School District	7/1/2000
Lisbon, Town of	7/1/2013

Member Name	Retroactive Date
Litchfield, Town of	7/1/2013
Littleton School District	7/1/2000
Littleton, Town of	7/1/2013
Littleton Water and Light	7/1/2013
Lochmere Village District	7/1/2013
Londonderry, Town of	7/1/2008
Loudon, Town of	7/1/2013
Lower Bartlett Water Precinct	7/1/2013
Lyman, Town of	7/1/2013
Lyme, Town of	7/1/2013
Lyndeborough, Town of	7/1/2013
Madbury, Town of	7/1/2013
Madison School District	7/1/2012
Madison, Town of	7/1/2012
Making Community Connections Charter School	7/1/2013
Marlborough School District	7/1/2013
Marlborough, Town of	7/1/2013
Marlow School District	7/1/2013
Marlow, Town of	7/1/2011
Mascoma Valley Regional School District	7/1/1999
Mason, Town of	7/1/2013
Meredith, Town of	1/1/2012
Meriden Village Water District	7/1/2013
Meriden Volunteer Fire Department	7/1/2013
Merrimack County	7/1/1999
Merrimack School District	7/1/2009
Merrimack Valley Regional School District	7/1/1999
Middleton School District	7/1/2013
Middleton, Town of	7/1/2013
Midwest NH HazMat Mutual Aid District	7/1/2013
Milan School District	7/1/2013
Milan, Town of	7/1/2013
Milford Area Communications Center	7/1/2013
Milford, Town of	7/1/1999
Milton School District	7/1/2013
Milton Water District	7/1/2013

Member Name	Retroactive Date
Monadnock Regional School District	7/1/2013
Monroe, Town of	7/1/2008
Mont Vernon School District	7/1/2009
Mont Vernon, Town of	7/1/2013
Moultonborough School District	7/1/2013
Mountain Lakes District	7/1/2013
Nashua Regional Planning Commission	7/1/2008
Nelson School District	7/1/2013
Nelson, Town of	7/1/2013
New Boston School District	7/1/2013
New Boston, Town of	7/1/2013
New Castle, Town of	7/1/2013
New Durham, Town of	7/1/2009
New Hampton, Town of	7/1/2011
New Hampton Village Precinct	7/1/2013
New Ipswich, Town of	7/1/2013
New London, Town of	7/1/2013
New London/Springfield Water	7/1/2013
Newbury, Town of	7/1/2013
Newfields School District	7/1/2011
Newfound Area School District	7/1/2013
Newington, Town of	7/1/2013
Newmarket School District	7/1/2013
Newmarket, Town of	7/1/2011
Newport School District	7/1/2013
Newport, Town of	7/1/1999
Newton, Town of	7/1/2013
Next Charter School	7/1/2013
North Conway Water Precinct	7/1/2013
North Country Charter Academy	7/1/2013
North Country Council	7/1/2011
North Hampton School District	7/1/1999
North Hampton, Town of	7/1/2008
North Haverhill Precinct	7/1/2013
North Swanzey Water & Fire Precinct	7/1/2013
North Walpole Village District	7/1/2013

Member Name	Retroactive Date
Northfield, Town of	7/1/2008
Northwood, Town of	7/1/2002
Nottingham, Town of	7/1/2012
Orange, Town of	7/1/2013
Orford Village District	7/1/2013
Oyster River Cooperative School District	9/1/2000
Pelham, Town of	7/1/2013
Pembroke, Town of	7/1/2011
Pembroke School District	7/1/2013
Pembroke Water Works	7/1/2013
Pemi-Baker Regional School District	7/1/2013
Penacook Rescue Squad	7/1/2012
Penacook-Boscawen Water Precinct	7/1/2013
Peterborough, Town of	7/1/2009
Piermont School District	7/1/1999
Piermont, Town of	7/1/2013
Pillsbury Lake Village District	7/1/2013
Pittsburg School District	7/1/2019
Pittsburg, Town of	7/1/2013
Pittsfield School District	7/1/1999
Pittsfield, Town of	7/1/2013
Plainfield School District	7/1/1999
Plainfield, Town of	7/1/1999
Plainfield Village Water District	12/31/2000
Plainfield Volunteer Fire Department	7/1/2013
Plaistow, Town of	7/1/2013
Plymouth School District	7/1/2013
Plymouth, Town of	7/1/2013
Plymouth Village Water & Sewer District	7/1/2013
Polaris Charter School	7/1/2013
Portsmouth, City of	7/1/1986
Portsmouth School District	7/1/2000
Prospect Mountain High School	7/1/2008
Randolph, Town of	7/1/2013
Raymond School District	7/1/2013
Raymond, Town of	7/1/2002

Member Name	Retroactive Date
Richmond, Town of	7/1/2013
Rindge, Town of	7/1/1999
Rochester, City of	7/1/2012
Rockingham County	7/1/1999
Rollinsford School District	7/1/2013
Rollinsford, Town of	7/1/2013
Rollinsford Water & Sewer District	7/1/2013
Roxbury, Town of	7/1/2011
Rumney School District	7/1/2013
Rumney, Town of	7/1/2008
Rye Beach Village District	7/1/2013
Rye, Town of	2/1/1996
Rye Water District	7/1/2013
Salem School District	7/1/2001
Salem, Town of	7/1/2011
Salisbury, Town of	7/1/2013
Sanborn Regional School District	7/1/1999
Sanbornton, Town of	7/1/1999
Sandown, Town of	7/1/2013
SAU 6 Office	7/1/2009
SAU 9 Office	7/1/2013
SAU 13 Office	7/1/2012
SAU 15 Office	7/1/2008
SAU 16 Office	7/1/2011
SAU 19 Office	7/1/2013
SAU 20 Office	7/1/2013
SAU 21 Office	7/1/1999
SAU 24 Office	7/1/2000
SAU 29 Office	7/1/2013
SAU 34 Office	7/1/2013
SAU 35 Office	7/1/1999
SAU 39 Office	7/1/2009
SAU 41 Office	7/1/2013
SAU 46 Office	7/1/2002
SAU 48 Office	7/1/2013
SAU 53 Office	7/1/2013

Member Name	Retroactive Date
SAU 56 Office	7/1/2013
SAU 64 Office	7/1/2013
SAU 71 Office	7/1/2013
Sawyer Lake Village District	7/1/1999
Seabrook Beach Village District	7/1/2013
Seabrook School District	7/1/2001
Seabrook, Town of	7/1/2013
Seacoast Charter School	7/1/2001
Seacoast Chief Fire Officers Mutual Aid District	7/1/2013
Seacoast Emergency Response Team	7/1/2013
Shaker Regional School District	7/1/2001
Sharon, Town of	7/1/2010
Shelburne, Town of	7/1/2013
Somersworth, City of	7/1/2008
Somersworth School District	7/1/2013
Souhegan Cooperative School District	7/1/2009
Souhegan Regional Landfill District	7/1/2013
South Hampton, Town of	7/1/2013
Southeastern New Hampshire Hazmat Mutual Aid	7/1/2013
Southern NH Special Operations Unit	7/1/2013
Southwest New Hampshire District Mutual Fire Aid	7/1/2013
Springfield, Town of	7/1/2013
Stark School District	7/1/1999
Stark, Town of	7/1/2013
Stewartstown School District	7/1/2019
Stewartstown, Town of	7/1/2013
Stoddard, Town of	7/1/2011
Strafford County	1/15/1996
Strafford Regional Planning Commission	7/1/2011
Strafford, Town of	7/1/2013
Stratford School District	7/1/1999
Stratford, Town of	7/1/2013
Stratham School District	7/1/2011
Stratham, Town of	2/15/2000
Strong Foundations Charter School	7/1/2013
Sugar Hill, Town of	7/1/2013

Member Name	Retroactive Date
Sullivan School District	7/1/2013
Sullivan, Town of	7/1/2013
Sunapee School District	7/1/2013
Sunapee, Town of	7/1/2013
Surry School District	7/1/2013
Sutton, Town of	7/1/2013
Swains Village District	7/1/2013
Swanzey, Town of	7/1/2013
Tamworth School District	7/1/2012
Tamworth, Town of	7/1/2012
Temple, Town of	7/1/2013
Thornton School District	7/1/2013
Thornton, Town of	7/1/2012
Tilton, Town of	7/1/2013
Tilton-Northfield Fire & EMS	7/1/2012
Tilton-Northfield Water District	7/1/2013
Troy, Town of	7/1/2013
Troy Water/Sewer District	7/1/2013
Tuftonboro, Town of	2/15/2000
Unity School District	7/1/2009
Unity, Town of	7/1/2013
Upper Valley/Lake Sunapee Plan. Comm.	7/1/2011
Village District of Eastman	7/1/2013
Village District of Eidelweiss	7/1/2013
Village District of Little Boar's Head	7/1/2013
Wakefield School District	7/1/2013
Wakefield, Town of	1/1/2015
Walpole, Town of	7/1/2013
Warner, Town of	7/1/2013
Warner Village District	7/1/2013
Warren School District	7/1/2001
Warren, Town of	7/1/2013
Washington School District	7/1/2013
Waterville Estates Village District	7/1/2013
Waterville Valley School District	7/1/2013
Webster, Town of	7/1/2012

Member Name	Retroactive Date
Wentworth School District	7/1/2013
Westmoreland School District	7/1/2013
Westmoreland, Town of	7/1/2013
Whitefield, Town of	7/1/2013
Wilmot, Town of	7/1/2013
Wilmot Volunteer Fire Company	7/1/2013
Wilton, Town of	7/1/2012
Wilton Public & Gregg Free Library	7/1/2012
Winchester School District	7/1/2013
Windham, Town of	7/1/2008
Windsor School District	7/1/2013
Windsor, Town of	7/1/2013
Winnacunnet Cooperative S.D.	7/1/1999
Wolfeboro, Town of	7/1/1999
Woodstock, Town of	4/1/2011
Woodsville Fire District	7/1/2013
Woodsville Water & Light Department	7/1/2013

**NEW HAMPSHIRE PUBLIC RISK MANAGEMENT EXCHANGE
PUBLIC ENTITY LIABILITY COVERAGE DOCUMENT**

AMENDMENT #2

Liability Coverage Deductible

Coverage Document Number: **L070122**

Coverage Parts Affected:

Effective Date:

The New Hampshire Public Risk Management Exchange may in its discretion underwrite liability coverage or parts of liability coverage to include claim deductibles for one or more members based on their performance and risk profile. Any such deductibles will be presented to any impacted members in advance as part of their coverage proposals.

In witness whereof, the New Hampshire Public Risk Management Exchange has caused this amendment to be signed by its duly authorized representative.

By:



Chief Executive Officer

**NEW HAMPSHIRE PUBLIC RISK MANAGEMENT EXCHANGE
PUBLIC ENTITY LIABILITY COVERAGE DOCUMENT**

AMENDMENT #3

COVERAGE EXTENSION/ADDITIONAL COVERED PARTY

Coverage Document Number: **L070122**

Coverage Parts Affected:

Coverage A	Personal Injury Liability
Coverage B	Property Damage Liability

Additional Covered Party certificates may be extended solely by us in our discretion to third parties for liability arising out of a Member's Occurrence or Wrongful Act, excluding liability arising out of or alleged to have arisen out of the occurrence or wrongful act of the additional covered party unless otherwise specifically agreed to by us in writing. Coverage shall not exceed the scope and limits stated on the Additional Covered Party certificate.

In witness whereof, the New Hampshire Public Risk Management Exchange has caused this amendment to be signed by its duly authorized representative.

By:



Chief Executive Officer

New Hampshire Public Risk Management Exchange
Public Entity Liability Coverage Document L070122
Amendment #3
Final Rev. July 1, 2022

**NEW HAMPSHIRE PUBLIC RISK MANAGEMENT EXCHANGE
PUBLIC ENTITY LIABILITY COVERAGE DOCUMENT**

AMENDMENT #4

COVERAGE EXTENSION/CYBER LIABILITY AND DAMAGE

Coverage Document Number: **L070122**

Coverage Description:

Coverage is afforded to a Member or Covered Person for liability and damage as set forth in, and subject to the terms, conditions, exclusions and limits of, the attached Beazley InfoSec APIP 2021 coverage document (UMR B0180FN2105500).. Coverage afforded under this Amendment shall not be in addition to any other coverage afforded by Primex for the same loss, liability, damages, expenses, penalties or costs.

In witness whereof, the New Hampshire Public Risk Management Exchange has caused this amendment to be signed by its duly authorized representative.

By:



Chief Executive Officer

New Hampshire Public Risk Management Exchange
Public Entity Liability Coverage Document L070122
Amendment #4
Final Rev. July 1, 2022

Market Reform Contract

**UMR / Policy
No.**

B0180FN2205500

**180
HOW**

Insured:

**APIP Cyber and Pollution
Programs, Inc**

Period:

From: 1st July 2022

To: 1st July 2023

<i>Contract Order:</i>	100% of 100%
<i>No. Of Contract Documents:</i>	1
<i>Hereto Written:</i>	100%
<i>Total Written:</i>	100%
<i>Signing Percentage:</i>	100%

DATU

RISK DETAILS

UNIQUE MARKET REFERENCE:

B0180FN2205500

TYPE:

Information Security & Privacy Insurance with Electronic Media Liability Coverage, as more fully defined in the Policy Wording.

INSURED:

APIP Cyber and Pollution Programs, Inc. which includes any member(s), entity(ies), agency(ies), organisation(s), enterprise(s) and/or individual(s), attaching to each Declaration insured under the ALLIANT PROPERTY INSURANCE PROGRAM (APIP), inclusive of PUBLIC ENTITY PROPERTY INSURANCE PROGRAM (PEPIP) and HOSPITAL ALL RISK PROPERTY PROGRAM (HARPP) as their respective rights and interests may appear which now exist or which hereafter may be created or acquired and which are owned, financially controlled or actively managed by the herein named interest, all jointly, severally or in any combination of their interests, for account of whom it may concern (all hereinafter referred to as Member(s) / Entity(ies)). (as per Named Insured List attached).

ADDRESS:

c/o Alliant Insurance Services, Inc.- 100 Pine Street, 11th Floor, San Francisco, CA 94111

PERIOD:

From 1st July 2022 to 1st July 2023 both days at 12.01 a.m. Standard Time at the address of the insured.

INTEREST:

Arising out of the Named Insured's Operations.

LIMIT OF LIABILITY:

COVERAGE SCHEDULE (Currency in USD)

LIMITS

Policy Aggregate Limit of Liability: USD 25,000,000; but sublimited to a maximum per Member/Insured as follows; USD 2,000,000

Breach Response

Breach Response Costs: USD 500,000 per Member/Insured
 The limit increases to USD 1,000,000 per Member/Insured if the Insured Organization agrees to utilize services entirely from Beazley Nominated Service Providers.

First Party Loss

Business Interruption Loss:

Resulting from Security Breach: USD 750,000 per Member/Insured
Resulting from System Failure: USD 500,000 per Member/Insured

Dependent Business Loss:

Resulting from Dependent Security Breach: USD 750,000 per Member/Insured
Resulting from Dependent System Failure: USD 100,000 per Member/Insured

RISK DETAILS

Cyber Extortion Loss: USD 750,000 per Member/Insured
 Data Recovery Costs: USD 750,000 per Member/Insured

Liability

Data & Network Liability: USD 2,000,000 per Member/Insured
 Regulatory Defense & Penalties: USD 2,000,000 per Member/Insured
 Payment Card Liabilities & Costs: USD 2,000,000 per Member/Insured
 Media Liability: USD 2,000,000 per Member/Insured

eCrime

Fraudulent Instruction: USD 75,000 per Member/Insured
 Funds Transfer Fraud: USD 75,000 per Member/Insured
 Telephone Fraud: USD 75,000 per Member/Insured

Criminal Reward

Criminal Reward: USD 25,000 per Member/Insured

RETENTIONS

Each Incident, Claim, or loss:
 Band 1: USD 50,000
 Band 2: USD 100,000
 Band 3: USD 250,000

Band 1: Less than and equal to USD 250,000,000 in TIV at the time of inception

Band 2: Greater than USD 250,000,000 up to and equal to USD 750,000,000 in TIV at the time of inception

Band 3: Greater than USD 750,000,000 in TIV at the time of inception

WAITING PERIOD: 8 Hours

TERRITORIAL LIMITS: Worldwide.

RETROACTIVE DATES: As per endorsement attached

RISK DETAILS**CONDITIONS:**

Wording: Beazley APIP Infosec 2022, as attached.

1. Premium Payment Warranty 623AFB00082 – 92 Days
2. Named Insured List Endorsement
3. NMA 1256 Nuclear Incident Exclusion Clause
4. NMA 1477 Radioactive Contamination Exclusion Clause
5. Tribal Exclusion Endorsement
6. Mergers and Acquisitions Clause Amendment Endorsement
7. New Member Rating Endorsement
8. Other Insurance Amendment Endorsement
9. Member or Entity Cancellation Endorsement
10. Bordereaux Reporting Endorsement
11. E10933122017 Website Media Liability Endorsement
12. E13039062019 Reputational Loss Endorsement – USD 100,000 sublimit per Member/Insured
13. Retroactive Date Endorsement
14. Amendatory Endorsement for [REDACTED]
15. Buy Down Retention Option Endorsement
16. Increased Breach Response Costs
17. E11411102018 GDPR Cyber Endorsement
18. E06928 082020 Policyholder Disclosure Notice of Terrorism Insurance Coverage
19. E11784072018 Computer Hardware Replacement Costs Endorsement - USD 100,000 sublimit per Member/Insured
20. E11848072018 Invoice Manipulation Endorsement - USD 100,000 sublimit per Member/Insured
21. E11410042018 Amend Data Recovery Costs Endorsement
22. E11413042018 Voluntary Shutdown Coverage Endorsement
23. APIP Amendatory Endorsement
24. E10596122019 Choice of Law and Service of Suit. Choice of Law: California
25. E1137022019 State Consumer Privacy Statutes Endorsement
26. E12970052019 Cryptojacking Endorsement - USD 25,000 sublimit per Member/Insured
27. Mid Term Transactions Bordereaux
28. E02804032011 Sanctions Limitation and Exclusion
29. E13917052020 Employee Device Endorsement
30. Recognise Erosion of Retention for eCrime Insuring Agreement
31. E11056012018 Amend Notice of Circumstance (compliance with Law Enforcement)
32. E12207112018 State Amendatory Inconsistency Endorsement
33. E10904122017 Amend Definition of Data Breach
34. Montana Tort Claims Act Endorsement
35. E10595112017 Asbestos, Pollution and Contamination Exclusion Endorsement
36. E10602112017 War and Civil War Exclusion
37. E1122012018 Caps on Losses Arising out of Certified Acts of Terrorism
38. Amend First Party Loss Exclusion

**NOTIFICATION
OF CLAIMS TO:**

Beazley Group
 Attn: Cyber & Tech Claims Group
 45 Rockefeller Plaza, 16th Floor
 New York, NY 10111
cyber&techclaims@beazley.com
 Toll-Free 24-Hour Hotline: (866) 567-8570

And

Howden Insurance Brokers Limited, One Creechurch Place, London, EC3A 5AF, United Kingdom.
 Email: FLnewclaims@howdengroup.com

111

UMR: B0180FN2205500

// howden

INFORMATION

INFORMATION: The following information was provided to insurer(s) to support the assessment of the risk at the time of underwriting:

[REDACTED]

[REDACTED]

SECURITY DETAILS**INSURER(S)
LIABILITY
CLAUSE:****(RE)INSURERS LIABILITY CLAUSE (LMA 3333)****(Re)insurer's liability several not joint**

The liability of a (re)insurer under this contract is several and not joint with other (re)insurers party to this contract. A (re)insurer is liable only for the proportion of liability it has underwritten. A (re)insurer is not jointly liable for the proportion of liability underwritten by any other (re)insurer. Nor is a (re)insurer otherwise responsible for any liability of any other (re)insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by a (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown next to its stamp. This is subject always to the provision concerning "signing" below.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is a (re)insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other (re)insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

Proportion of liability

Unless there is "signing" (see below), the proportion of liability under this contract underwritten by each (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown next to its stamp and is referred to as its "written line".

Where this contract permits, written lines, or certain written lines, may be adjusted ("signed"). In that case a schedule is to be appended to this contract to show the definitive proportion of liability under this contract underwritten by each (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together). A definitive proportion (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of a Lloyd's syndicate taken together) is referred to as a "signed line". The signed lines shown in the schedule will prevail over the written lines unless a proven error in calculation has occurred.

Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.

**ORDER
HEREON:** 100% of 100%

**BASIS OF
WRITTEN
LINES:** Percentage of Whole.

- SIGNING
PROVISIONS:**
1. In the event that Insurers' written lines hereon at inception exceed 100% (of order, if appropriate), then;
 - a. Those written lines marked "To Stand" will stand as signed lines, and
 - b. All other written lines will be signed down proportionately to three decimal places so that all signed lines including those marked "To Stand" total 100%
 2. In the event that the total of Insurers' written lines hereon at inception is less than or equal to 100% (of order, if appropriate), all lines written by that date will be signed in full.
 3. Disproportionate signing of Insurers' lines may be effected, without further specific agreement by Insurers, provided that:
 - a. Such disproportionate signing can be demonstrated to be in clients' best interest
 - b. Such variation is made prior to inception
 - c. Any lines written To Stand may not be varied without the documented agreement of those (Re)insurers.
 4. The signed lines resulting from the application of the above provisions can be varied, before or after inception, provided that any variations are documented and agreed by all Insurers whose lines have been varied. The variation to the signed lines will take effect only when agreed by all relevant parties with the resulting variation taking effect from the date set out in the agreement.

**WRITTEN
LINES:** In a co-insurance placement, following Insurers may, but are not obligated to, follow the premium charged by the Lead Insurer.

Insurers may not seek to guarantee for themselves as favourable terms as those which others subsequently achieve during the placement.

**LINE
CONDITIONS:** None.

Beazley InfoSec

APIP DECLARATIONS

THIS POLICY'S LIABILITY INSURING AGREEMENTS PROVIDE COVERAGE ON A CLAIMS MADE AND REPORTED BASIS AND APPLY ONLY TO CLAIMS FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD OR THE OPTIONAL EXTENSION PERIOD (IF APPLICABLE) AND REPORTED TO THE UNDERWRITERS IN ACCORDANCE WITH THE TERMS OF THIS POLICY. AMOUNTS INCURRED AS CLAIMS EXPENSES UNDER THIS POLICY WILL REDUCE AND MAY EXHAUST THE LIMIT OF LIABILITY AND ARE SUBJECT TO RETENTIONS.

These Declarations along with the statements contained in the information and materials provided to the Underwriters in connection with the underwriting and issuance of this Policy, and the Policy with endorsements shall constitute the contract between the Insureds and the Underwriters.

GENERAL INFORMATION

Underwriters: Beazley Syndicate AFB 2623 / 623 - 100%

Named Insured: APIP Cyber and Pollution Programs, Inc. which includes any member(s), entity(ies), agency(ies), organisation(s), enterprise(s) and/or individual(s), attaching to each Declaration insured under the **ALLIANT PROPERTY INSURANCE PROGRAM (APIP)**, inclusive of **PUBLIC ENTITY PROPERTY INSURANCE PROGRAM (PEPIP)** and **HOSPITAL ALL RISK PROPERTY PROGRAM (HARPP)** as their respective rights and interests may appear which now exist or which hereafter may be created or acquired and which are owned, financially controlled or actively managed by the herein named interest, all jointly, severally or in any combination of their interests, for account of whom it may concern (all hereinafter referred to as Member(s) / Entity(ies). (as per Named Insured List attached).

Named Insured Address: c/o Alliant Insurance Services, Inc.- 100 Pine Street, 11th Floor, San Francisco, CA 94111

Notice of Claim, Loss or Circumstance: Beazley Group
Attn: Cyber & Tech Claims Group
45 Rockefeller Plaza, 16th Floor
New York, NY 10111
cyber&techclaims@beazley.com
Toll-Free 24-Hour Hotline: (866) 567-8570

POLICY INFORMATION

Policy Period: From: 01 July 2022 To: 01 July 2023
Both at 12:01 a.m. Local Time at the Named Insured Address

Premium: [REDACTED]

Policy Form: Manuscript Beazley InfoSec.

Optional Extension Period: To be determined at the time of election

Optional Extension Premium: To be determined at the time of election

Waiting Period: 8 Hours

Continuity Date: 31st March 2010

Retroactive Date: **APIP:**

For new members post renewal, the retroactive date will be the date of addition.

12.01 a.m. 1st July 2022 Local Standard Time for new members included as part of the July 1, 2022/2023 policy renewal.

12.01 a.m. 1st July 2021 Local Standard Time for new members included as part of the July 1, 2021/2022 policy renewal.

12.01 a.m. 1st July 2020 Local Standard Time for new members included as part of the July 1, 2020/2021 policy renewal.

12.01 a.m. 1st July 2019 Local Standard Time for new members included as part of the July 1, 2019/2020 policy renewal.

12.01 a.m. 1st July 2018 Local Standard Time for new members included as part of the July 1, 2018/2019 policy renewal.

12.01 a.m. 1st July 2017 Local Standard Time for new members included as part of the July 1, 2017/2018 policy renewal.

12.01 a.m. 1st July 2016 Local Standard Time for new members included as part of the July 1, 2016/2017 policy renewal.

12.01 a.m. 1st July 2015 Local Standard Time for new members included as part of the July 1, 2015/2016 policy renewal.

12.01 a.m. 1st July 2014 Local Standard Time for new members included as part of the July 1, 2014/2015 policy renewal.

12.01 a.m. 1st July 2013 Local Standard Time for new members included as part of the July 1, 2013/2014 policy renewal.

12.01 a.m. 1st July 2012 Local Standard Time for new members included as part of the July 1, 2012/2013 policy renewal.

12.01 a.m. 1st July 2011 Local Standard Time for existing members included as part of the July 1, 2011/2012 policy renewal.

Payment Card Liabilities & Costs:	USD 2,000,000 per Member/Insured
Media Liability:	USD 2,000,000 per Member/Insured
eCrime	
Fraudulent Instruction:	USD 75,000 per Member/Insured
Funds Transfer Fraud:	USD 75,000 per Member/Insured
Telephone Fraud:	USD 75,000 per Member/Insured
Criminal Reward	
Criminal Reward:	USD 25,000 per Member/Insured

RETENTIONS

Each Incident, Claim, or loss: Band 1: USD 50,000
 Band 2: USD 100,000
 Band 3: USD 250,000

Band 1: Less than and equal to USD 250,000,000 in TIV at the time of inception

Band 2: Greater than USD 250,000,000 up to and equal to USD 750,000,000 in TIV at the time of inception

Band 3: Greater than USD 750,000,000 in TIV at the time of inception

ENDORSEMENTS EFFECTIVE AT INCEPTION

1. Premium Payment Warranty 623AFB00082 – 92 Days
2. Named Insured List Endorsement
3. NMA 1256 Nuclear Incident Exclusion Clause
4. NMA 1477 Radioactive Contamination Exclusion Clause
5. Tribal Exclusion Endorsement
6. Mergers and Acquisitions Clause Amendment Endorsement
7. New Member Rating Endorsement
8. Other Insurance Amendment Endorsement
9. Member or Entity Cancellation Endorsement
10. Bordereaux Reporting Endorsement
11. E10933122017 Website Media Liability Endorsement
12. E13039062019 Reputational Loss Endorsement – USD 100,000 sublimit per Member/Insured
13. Retroactive Date Endorsement
14. Amendatory Endorsement for [REDACTED]
15. Buy Down Retention Option Endorsement
16. Increased Breach Response Costs
17. E11411102018 GDPR Cyber Endorsement
18. E06928 082020 Policyholder Disclosure Notice of Terrorism Insurance Coverage
19. E11784072018 Computer Hardware Replacement Costs Endorsement - USD 100,000 sublimit per Member/Insured
20. E11848072018 Invoice Manipulation Endorsement - USD 100,000 sublimit per Member/Insured
21. E11410042018 Amend Data Recovery Costs Endorsement
22. E11413042018 Voluntary Shutdown Coverage Endorsement
23. APIP Amendatory Endorsement
24. E10596122019 Choice of Law and Service of Suit. Choice of Law: California
25. E1137022019 State Consumer Privacy Statutes Endorsement
26. E12970052019 Cryptojacking Endorsement - USD 25,000 sublimit per Member/Insured
27. Mid Term Transactions Bordereaux

UMR: B0180FN2205500

28. E02804032011 Sanctions Limitation and Exclusion
29. E13917052020 Employee Device Endorsement
30. Recognise Erosion of Retention for eCrime Insuring Agreement
31. E11056012018 Amend Notice of Circumstance (compliance with Law Enforcement)
32. E12207112018 State Amendatory Inconsistency Endorsement
33. E10904122017 Amend Definition of Data Breach
34. Montana Tort Claims Act Endorsement
35. E10595112017 Asbestos, Pollution and Contamination Exclusion Endorsement
36. E10602112017 War and Civil War Exclusion
37. E1122012018 Caps on Losses Arising out of Certified Acts of Terrorism
38. Amend First Party Loss Exclusion

Beazley InfoSec APIP 2022

THIS POLICY'S LIABILITY INSURING AGREEMENTS PROVIDE COVERAGE ON A CLAIMS MADE AND REPORTED BASIS AND APPLY ONLY TO CLAIMS FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD OR THE OPTIONAL EXTENSION PERIOD (IF APPLICABLE) AND REPORTED TO THE UNDERWRITERS IN ACCORDANCE WITH THE TERMS OF THIS POLICY. AMOUNTS INCURRED AS CLAIMS EXPENSES UNDER THIS POLICY WILL REDUCE AND MAY EXHAUST THE LIMIT OF LIABILITY AND ARE SUBJECT TO RETENTIONS.

Please refer to the Declarations, which show the insuring agreements that the Named Insured purchased. If an insuring agreement has not been purchased, coverage under that insuring agreement of this Policy will not apply.

The Underwriters agree with the Named Insured, in consideration of the payment of the premium and reliance upon the statements contained in the information and materials provided to the Underwriters in connection with the underwriting and issuance of this Insurance Policy (hereinafter referred to as the "Policy") and subject to all the provisions, terms and conditions of this Policy.

INSURING AGREEMENTS

Breach Response

To indemnify the Insured Organization for Breach Response Costs incurred by the Insured Organization because of an actual or reasonably suspected Data Breach or Security Breach that the Insured first discovers during the Policy Period.

First Party Loss

To indemnify the Insured Organization for:

Business Interruption Loss

Business Interruption Loss that the Insured Organization sustains as a result of a Security Breach or System Failure that the Insured first discovers during the Policy Period.

Dependent Business Interruption Loss

Dependent Business Loss that the Insured Organization sustains as a result of a Dependent Security Breach or a Dependent System Failure that the Insured first discovers during the Policy Period.

Cyber Extortion Loss

Cyber Extortion Loss that the Insured Organization incurs as a result of an Extortion Threat first made against the Insured Organization during the Policy Period.

Data Recovery Costs

Data Recovery Costs that the Insured Organization incurs as a direct result of a Security Breach that the Insured first discovers during the Policy Period.

Liability

Data & Network Liability

To pay Damages and Claims Expenses, which the Insured is legally obligated to pay because of any Claim first made against any Insured during the Policy Period for:

1. a Data Breach;
2. a Security Breach;
3. the Insured Organization's failure to timely disclose a Data Breach or Security Breach;
4. failure by the Insured to comply with that part of a Privacy Policy that specifically:
 - (a) prohibits or restricts the Insured Organization's disclosure, sharing or selling of Personally Identifiable Information;
 - (b) requires the Insured Organization to provide an individual access to Personally Identifiable Information or to correct incomplete or inaccurate Personally Identifiable Information after a request is made; or
 - (c) mandates procedures and requirements to prevent the loss of Personally Identifiable Information;

provided the Insured Organization has in force, at the time of such failure, a Privacy Policy that addresses those subsections above that are relevant to such Claim.

Regulatory Defense & Penalties

To pay Penalties and Claims Expenses, which the Insured is legally obligated to pay because of a Regulatory Proceeding first made against any Insured during the Policy Period for a Data Breach or a Security Breach.

Payment Card Liabilities & Costs

To indemnify the Insured Organization for PCI Fines, Expenses and Costs which it is legally obligated to pay because of a Claim first made against any Insured during the Policy Period.

Media Liability

To pay Damages and Claims Expenses, which the Insured is legally obligated to pay because of any Claim first made against any Insured during the Policy Period for Media Liability.

eCrime

To indemnify the Insured Organization for any direct financial loss sustained resulting from:

1. Fraudulent Instruction;
2. Funds Transfer Fraud; or
3. Telephone Fraud;

that the Insured first discovers during the Policy Period.

Criminal Reward

To indemnify the Insured Organization for Criminal Reward Funds.

DEFINITIONS

Additional Insured means any person or entity that the Insured Organization has agreed in writing to add as an Additional Insured under this Policy prior to the commission of any act for which such person or entity would be provided coverage under this Policy, but only to the extent the Insured Organization would have been liable and coverage would have been afforded under the terms and conditions of this Policy had such Claim been made against the Insured Organization.

Beazley Nominated Service Provider means a vendor or service provider recommended by the Underwriters after an incident (or reasonably suspected incident) described in the Breach Response insuring agreement.

Breach Notice Law means any statute or regulation that requires notice to persons whose personal information was accessed or reasonably may have been accessed by an unauthorized person. Breach Notice Law also includes any statute or regulation requiring notice of a Data Breach to be provided to governmental or regulatory authorities.

Breach Response Costs means the following fees and costs incurred by the Insured Organization with the Underwriters' prior written consent in response to an actual or reasonably suspected Data Breach or Security Breach:

1. for an attorney to provide necessary legal advice to the Insured Organization to evaluate its obligations pursuant to Breach Notice Laws or a Merchant Services Agreement;
2. for a computer security expert to determine the existence, cause and scope of an actual or reasonably suspected Data Breach, and if such Data Breach is actively in progress on the Insured Organization's Computer Systems, to assist in containing it;
3. for a PCI Forensic Investigator to investigate the existence and extent of an actual or reasonably suspected Data Breach involving payment card data and for a Qualified Security Assessor to certify and assist in attesting to the Insured Organization's PCI compliance, as required by a Merchant Services Agreement;
4. to notify those individuals whose Personally Identifiable Information was potentially impacted by a Data Breach;
5. to provide a call center to respond to inquiries about a Data Breach;
6. to provide a credit monitoring, identity monitoring or other personal fraud or loss prevention solution, to be approved by the Underwriters, to individuals whose Personally Identifiable Information was potentially impacted by a Data Breach; and
7. public relations and crisis management costs directly related to mitigating harm to the Insured Organization which are approved in advance by the Underwriters in their discretion.

Breach Response Costs will not include any internal salary or overhead expenses of the Insured Organization.

Business Interruption Loss means:

1. **Income Loss;**

1. the Continuity Date listed in the Declarations; and
2. with respect to any Subsidiaries acquired after the Continuity Date listed in the Declarations, the date the Named Insured acquired such Subsidiary.

Control Group means any principal, partner, corporate officer, director, general counsel (or most senior legal counsel) or risk manager of the Insured Organization and any individual in a substantially similar position.

Criminal Reward Funds means any amount offered and paid by the Insured Organization with the Underwriters' prior written consent for information that leads to the arrest and conviction of any individual(s) committing or trying to commit any illegal act related to any coverage under this Policy; but will not include any amount based upon information provided by the Insured, the Insured's auditors or any individual hired or retained to investigate the illegal acts. All Criminal Reward Funds offered pursuant to this Policy must expire no later than 6 months following the end of the Policy Period.

Cyber Extortion Loss means:

1. any Extortion Payment that has been made by or on behalf of the Insured Organization with the Underwriters' prior written consent to prevent or terminate an Extortion Threat; and
2. reasonable and necessary expenses incurred by the Insured Organization with the Underwriters' prior written consent to prevent or respond to an Extortion Threat.

Damages means a monetary judgment, award or settlement, including any award of prejudgment or post-judgment interest; but Damages will not include:

1. future profits, restitution, disgorgement of unjust enrichment or profits by an Insured, or the costs of complying with orders granting injunctive or equitable relief
2. return or offset of fees, charges or commissions charged by or owed to an Insured for goods or services already provided or contracted to be provided;
3. taxes or loss of tax benefits;
4. fines, sanctions or penalties;
5. punitive or exemplary damages or any damages which are a multiple of compensatory damages, unless insurable by law in any applicable venue that most favors coverage for such punitive, exemplary or multiple damages;
6. discounts, coupons, prizes, awards or other incentives offered to the Insured's customers or clients;
7. liquidated damages, but only to the extent that such damages exceed the amount for which the Insured would have been liable in the absence of such liquidated damages agreement;
8. fines, costs or other amounts an Insured is responsible to pay under a Merchant Services Agreement; or
9. any amounts for which the Insured is not liable, or for which there is no legal recourse against the Insured.

Data means any software or electronic data that exists in Computer Systems and that is subject to regular back-up procedures.

Data Breach means the theft, loss, or Unauthorized Disclosure of Personally Identifiable Information or Third Party Information that is in the care, custody or control of the Insured

Organization or a third party for whose theft, loss or Unauthorized Disclosure of Personally Identifiable Information or Third Party Information the Insured Organization is liable.

Data Recovery Costs means the reasonable and necessary costs incurred by the Insured Organization to regain access to, replace, or restore Data, or if Data cannot reasonably be accessed, replaced, or restored, then the reasonable and necessary costs incurred by the Insured Organization to reach this determination.

Data Recovery Costs will not include: (i) the monetary value of profits, royalties, or lost market share related to Data, including but not limited to trade secrets or other proprietary information or any other amount pertaining to the value of Data; (ii) legal costs or legal expenses; (iii) loss arising out of any liability to any third party; or (iv) **Cyber Extortion Loss**.

Dependent Business means any entity that is not a part of the Insured Organization but which provides necessary products or services to the Insured Organization pursuant to a written contract.

Dependent Business Loss means:

1. **Income Loss**; and
2. **Extra Expense**;

actually sustained during the **Period of Restoration** as a result of an actual interruption of the Insured Organization's business operations caused by a **Dependent Security Breach** or **Dependent System Failure**. Coverage for **Dependent Business Loss** will apply only after the **Waiting Period** has elapsed.

Dependent Business Loss will not include (i) loss arising out of any liability to any third party; (ii) legal costs or legal expenses; (iii) loss incurred as a result of unfavorable business conditions; (iv) loss of market or any other consequential loss; (v) **Business Interruption Loss**; or (vi) **Data Recovery Costs**.

Dependent Security Breach means a failure of computer security to prevent a breach of computer systems operated by a **Dependent Business**.

Dependent System Failure means an unintentional and unplanned interruption of computer systems operated by a **Dependent Business**.

Dependent System Failure will not include any interruption of computer systems resulting from (i) a **Dependent Security Breach**, or (ii) the interruption of computer systems that are not operated by a **Dependent Business**.

Digital Currency means a type of digital currency that:

1. requires cryptographic techniques to regulate the generation of units of currency and verify the transfer thereof;
2. is both stored and transferred electronically; and
3. operates independently of a central bank or other central authority.

Extortion Payment means **Money**, **Digital Currency**, marketable goods or services demanded to prevent or terminate an **Extortion Threat**.

Extortion Threat means a threat to:

1. alter, destroy, damage, delete or corrupt Data;
2. perpetrate the **Unauthorized Access or Use of Computer Systems**;

3. prevent access to **Computer Systems or Data**;
4. steal, misuse or publicly disclose **Data, Personally Identifiable Information or Third Party Information**;
5. introduce malicious code into **Computer Systems** or to third party computer systems from **Computer Systems**; or
6. interrupt or suspend **Computer Systems**;

unless an **Extortion Payment** is received from or on behalf of the **Insured Organization**.

Extra Expense means reasonable and necessary expenses incurred by the **Insured Organization** during the **Period of Restoration** to minimize, reduce or avoid **Income Loss**, over and above those expenses the **Insured Organization** would have incurred had no **Security Breach, System Failure, Dependent Security Breach or Dependent System Failure** occurred.

Financial Institution means a bank, credit union, saving and loan association, trust company or other licensed financial service, securities broker-dealer, mutual fund, or liquid assets fund or similar investment company where the **Insured Organization** maintains a bank account.

Forensic Expenses means reasonable and necessary expenses incurred by the **Insured Organization** to investigate the source or cause of a **Business Interruption Loss**.

Fraudulent Instruction means the transfer, payment or delivery of **Money or Securities** by an **Insured** as a result of fraudulent written, electronic, telegraphic, cable, teletype or telephone instructions provided by a third party, that is intended to mislead an **Insured** through the misrepresentation of a material fact which is relied upon in good faith by such **Insured**.

Fraudulent Instruction will not include loss arising out of:

1. any actual or alleged use of credit, debit, charge, access, convenience, customer identification or other cards;
2. any transfer involving a third party who is not a natural person **Insured**, but had authorized access to the **Insured's** authentication mechanism;
3. the processing of, or the failure to process, credit, check, debit, personal identification number debit, electronic benefit transfers or mobile payments for merchant accounts;
4. accounting or arithmetical errors or omissions, or the failure, malfunction, inadequacy or illegitimacy of any product or service;
5. any liability to any third party, or any indirect or consequential loss of any kind;
6. any legal costs or legal expenses; or
7. proving or establishing the existence of **Fraudulent Instruction**.

Funds Transfer Fraud means the loss of **Money or Securities** contained in a **Transfer Account** at a **Financial Institution** resulting from fraudulent written, electronic, telegraphic, cable, teletype or telephone instructions by a third party issued to a **Financial Institution** directing such institution to transfer, pay or deliver **Money or Securities** from any account maintained by the **Insured Organization** at such institution, without the **Insured Organization's** knowledge or consent.

Funds Transfer Fraud will not include any loss arising out of:

1. the type or kind covered by the Insured Organization's financial institution bond or commercial crime policy;
2. any actual or alleged fraudulent, dishonest or criminal act or omission by, or involving, any natural person Insured;
3. any indirect or consequential loss of any kind;
4. punitive, exemplary or multiplied damages of any kind or any fines, penalties or loss of any tax benefit;
5. any liability to any third party, except for direct compensatory damages arising directly from Funds Transfer Fraud;
6. any legal costs or legal expenses; or proving or establishing the existence of Funds Transfer Fraud;
7. the theft, disappearance, destruction of, unauthorized access to, or unauthorized use of confidential information, including a PIN or security code;
8. any forged, altered or fraudulent negotiable instruments, securities, documents or instructions; or
9. any actual or alleged use of credit, debit, charge, access, convenience or other cards or the information contained on such cards.

Income Loss means an amount equal to:

1. net profit or loss before interest and tax that the Insured Organization would have earned or incurred; and
2. continuing normal operating expenses incurred by the Insured Organization (including payroll), but only to the extent that such operating expenses must necessarily continue during the Period of Restoration.

Individual Contractor means any natural person who performs labor or service for the Insured Organization pursuant to a written contract or agreement with the Insured Organization. The status of an individual as an Individual Contractor will be determined as of the date of an alleged act, error or omission by any such Individual Contractor.

Insured means:

1. the Insured Organization;
2. any director or officer of the Insured Organization, but only with respect to the performance of his or her duties as such on behalf of the Insured Organization;
3. an employee (including a part time, temporary, leased or seasonal employee or volunteer) or Individual Contractor of the Insured Organization, but only for work done while acting within the scope of his or her employment and related to the conduct of the Insured Organization's business;
4. a principal if the Named Insured is a sole proprietorship, or a partner if the Named Insured is a partnership, but only with respect to the performance of his or her duties as such on behalf of the Insured Organization;
5. any person who previously qualified as an Insured under parts 2. - 4., but only with respect to the performance of his or her duties as such on behalf of the Insured Organization;

6. an **Additional Insured**, but only as respects **Claims** against such person or entity for acts, errors or omissions of the **Insured Organization**;
7. the estate, heirs, executors, administrators, assigns and legal representatives of any **Insured** in the event of such **Insured's** death, incapacity, insolvency or bankruptcy, but only to the extent that such **Insured** would otherwise be provided coverage under this Policy; and
8. the lawful spouse, including any natural person qualifying as a domestic partner of any **Insured**, but solely by reason of any act, error or omission of an **Insured** other than such spouse or domestic partner.

Insured Organization means the **Named Insured** and any **Subsidiaries**.

Loss means **Breach Response Costs, Business Interruption Loss, Claims Expenses, Criminal Reward Funds, Cyber Extortion Loss, Damages, Data Recovery Costs, Dependent Business Loss, PCI Fines, Expenses and Costs, Penalties**, loss covered under the eCrime insuring agreement and any other amounts covered under this Policy.

Multiple **Losses** arising from the same or a series of related, repeated or continuing acts, errors, omissions or events will be considered a single **Loss** for the purposes of this Policy.

With respect to the **Breach Response** and **First Party Loss** insuring agreements, all acts, errors, omissions or events (or series of related, repeated or continuing acts, errors, omissions or events) giving rise to a **Loss** or multiple **Losses** in connection with such insuring agreements will be deemed to have been discovered at the time the first such act, error, omission or event is discovered.

Media Liability means one or more of the following acts committed by, or on behalf of, the **Insured Organization** in the course of creating, displaying, broadcasting, disseminating or releasing **Media Material** to the public:

1. defamation, libel, slander, product disparagement, trade libel, infliction of emotional distress, outrage, outrageous conduct, or other tort related to disparagement or harm to the reputation or character of any person or organization;
2. a violation of the rights of privacy of an individual, including false light, intrusion upon seclusion and public disclosure of private facts;
3. invasion or interference with an individual's right of publicity, including commercial appropriation of name, persona, voice or likeness;
4. plagiarism, piracy, or misappropriation of ideas under implied contract;
5. infringement of copyright;
6. infringement of domain name, trademark, trade name, trade dress, logo, title, metatag, or slogan, service mark or service name;
7. improper deep-linking or framing;
8. false arrest, detention or imprisonment;
9. invasion of or interference with any right to private occupancy, including trespass, wrongful entry or eviction; or
10. unfair competition, if alleged in conjunction with any of the acts listed in parts 5. or 6. above.

Media Material means any information, including words, sounds, numbers, images or graphics, but will not include computer software or the actual goods, products or services described, illustrated or displayed in such **Media Material**.

Merchant Services Agreement means any agreement between an Insured and a financial institution, credit/debit card company, credit/debit card processor or independent service operator enabling an Insured to accept credit card, debit card, prepaid card or other payment cards for payments or donations.

Money means a medium of exchange in current use authorized or adopted by a domestic or foreign government as a part of its currency.

Named Insured means the Named Insured listed in the Declarations.

PCI Fines, Expenses and Costs means the monetary amount owed by the Insured Organization under the terms of a **Merchant Services Agreement** as a direct result of a suspected **Data Breach**. With the prior consent of the Underwriters, **PCI Fines, Expenses and Costs** includes reasonable and necessary legal costs and expenses incurred by the Insured Organization to appeal or negotiate an assessment of such monetary amount. **PCI Fines, Expenses and Costs** will not include any charge backs, interchange fees, discount fees or other fees unrelated to a **Data Breach**.

Penalties means:

1. any monetary civil fine or penalty payable to a governmental entity that was imposed in a **Regulatory Proceeding**; and
2. amounts which the Insured is legally obligated to deposit in a fund as equitable relief for the payment of consumer claims due to an adverse judgment or settlement of a **Regulatory Proceeding** (including such amounts required to be paid into a "Consumer Redress Fund");

but will not include: (a) costs to remediate or improve **Computer Systems**; (b) costs to establish, implement, maintain, improve or remediate security or privacy practices, procedures, programs or policies; (c) audit, assessment, compliance or reporting costs; or (d) costs to protect the confidentiality, integrity and/or security of **Personally Identifiable Information** or other information.

The insurability of **Penalties** will be in accordance with the law in the applicable venue that most favors coverage for such **Penalties**.

Period of Restoration means the 180-day period of time that begins upon the actual and necessary interruption of the Insured Organization's business operations.

Personally Identifiable Information means:

1. any information concerning an individual that is defined as personal information under any **Breach Notice Law**; and
2. an individual's drivers license or state identification number, social security number, unpublished telephone number, and credit, debit or other financial account numbers in combination with associated security codes, access codes, passwords or PINs; if such information allows an individual to be uniquely and reliably identified or contacted or allows access to the individual's financial account or medical record information.

but will not include information that is lawfully made available to the general public.

Policy Period means the period of time between the inception date listed in the Declarations and the effective date of termination, expiration or cancellation of this Policy and specifically excludes any **Optional Extension Period** or any prior policy period or renewal period.

Privacy Policy means the Insured Organization's public declaration of its policy for collection, use, disclosure, sharing, dissemination and correction or supplementation of, and access to Personally Identifiable Information.

Regulatory Proceeding means a request for information, civil investigative demand, or civil proceeding brought by or on behalf of any federal, state, local or foreign governmental entity in such entity's regulatory or official capacity.

Securities means negotiable and non-negotiable instruments or contracts representing either Money or tangible property that has intrinsic value.

Security Breach means a failure of computer security to prevent:

1. **Unauthorized Access or Use of Computer Systems**, including **Unauthorized Access or Use** resulting from the theft of a password from a **Computer System** or from any Insured;
2. a denial of service attack affecting **Computer Systems**;
3. with respect to coverage under the Liability insuring agreements, a denial of service attack affecting computer systems that are not owned, operated or controlled by an Insured; or
4. infection of **Computer Systems** by malicious code or transmission of malicious code from **Computer Systems**.

Subsidiary means any entity:

1. which, on or prior to the inception date of this Policy, the Named Insured owns, directly or indirectly, more than 50% of the outstanding voting securities ("Management Control"); and
2. which the Named Insured acquires Management Control after the inception date of this Policy, provided that:
 - (i) the revenues of such entity do not exceed 15% of the Named Insured's annual revenues; or
 - (ii) if the revenues of such entity exceed 15% of the Named Insured's annual revenues, then coverage under this Policy will be afforded for a period of 60 days, but only for any Claim that arises out of any act, error, omission, incident or event first occurring after the entity becomes so owned. Coverage beyond such 60 day period will only be available if the Named Insured gives the Underwriters written notice of the acquisition, obtains the written consent of Underwriters to extend coverage to the entity beyond such 60 day period and agrees to pay any additional premium required by Underwriters.

This Policy provides coverage only for acts, errors, omissions, incidents or events that occur while the Named Insured has Management Control over an entity.

System Failure means an unintentional and unplanned interruption of **Computer Systems**.

System Failure will not include any interruption of computer systems resulting from (i) a **Security Breach**, or (ii) the interruption of any third party computer system.

Telephone Fraud means the act of a third party gaining access to and using the Insured Organization's telephone system in an unauthorized manner.

Third Party Information means any trade secret, data, design, interpretation, forecast, formula, method, practice, credit or debit card magnetic strip information, process, record, report

or other item of information of a third party not insured under this Policy which is not available to the general public.

Transfer Account means an account maintained by the Insured Organization at a Financial Institution from which the Insured Organization can initiate the transfer, payment or delivery of Money or Securities.

Unauthorized Access or Use means the gaining of access to or use of Computer Systems by an unauthorized person(s) or the use of Computer Systems in an unauthorized manner.

Unauthorized Disclosure means the disclosure of (including disclosure resulting from phishing) or access to information in a manner that is not authorized by the Insured Organization and is without knowledge of, consent or acquiescence of any member of the Control Group.

Waiting Period means the period of time that begins upon the actual interruption of the Insured Organization's business operations caused by a Security Breach, System Failure, Dependent Security Breach or Dependent System Failure, and ends after the elapse of the number of hours listed as the Waiting Period in the Declarations.

EXCLUSIONS

The coverage under this Policy will not apply to any Loss arising out of:

Bodily Injury or Property Damage

1. physical injury, sickness, disease or death of any person, including any mental anguish or emotional distress resulting from such physical injury, sickness, disease or death; or
2. physical injury to or destruction of any tangible property, including the loss of use thereof; but electronic data will not be considered tangible property;

Trade Practices and Antitrust

any actual or alleged false, deceptive or unfair trade practices, antitrust violation, restraint of trade, unfair competition (except as provided in the Media Liability insuring agreement), or false or deceptive or misleading advertising or violation of the Sherman Antitrust Act, the Clayton Act, or the Robinson-Patman Act; but this exclusion will not apply to:

1. the Breach Response insuring agreement; or
2. coverage for a Data Breach or Security Breach, provided no member of the Control Group participated or colluded in such Data Breach or Security Breach;

Gathering or Distribution of Information

1. the unlawful collection or retention of Personally Identifiable Information or other personal information by or on behalf of the Insured Organization; but this exclusion will not apply to Claims Expenses incurred in defending the Insured against allegations of unlawful collection of Personally Identifiable Information; or
2. the distribution of unsolicited email, text messages, direct mail, facsimiles or other communications, wire tapping, audio or video recording, or telemarketing, if such distribution, wire tapping, recording or telemarketing is done by or on behalf of the Insured Organization; but this exclusion will not apply to Claims Expenses incurred in defending the Insured against allegations of unlawful audio or video recording;

Prior Known Acts & Prior Noticed Claims

1. any act, error, omission, incident or event committed or occurring prior to the inception date of this Policy if any member of the Control Group on or before the Continuity Date knew or could have reasonably foreseen that such act, error or omission, incident or event might be expected to be the basis of a Claim or Loss;
2. any Claim, Loss, incident or circumstance for which notice has been provided under any prior policy of which this Policy is a renewal or replacement;

Racketeering, Benefit Plans, Employment Liability & Discrimination

1. any actual or alleged violation of the Organized Crime Control Act of 1970 (commonly known as Racketeer Influenced and Corrupt Organizations Act or RICO), as amended;
2. any actual or alleged acts, errors or omissions related to any of the Insured Organization's pension, healthcare, welfare, profit sharing, mutual or investment plans, funds or trusts;
3. any employer-employee relations, policies, practices, acts or omissions, or any actual or alleged refusal to employ any person, or misconduct with respect to employees; or
4. any actual or alleged discrimination;

but this exclusion will not apply to coverage under the Breach Response insuring agreement or parts 1., 2. or 3. of the Data & Network Liability insuring agreement that results from a Data Breach; provided no member of the Control Group participated or colluded in such Data Breach;

Sale or Ownership of Securities & Violation of Securities Laws

1. the ownership, sale or purchase of, or the offer to sell or purchase stock or other securities; or
2. an actual or alleged violation of a securities law or regulation;

Criminal, Intentional or Fraudulent Acts

any criminal, dishonest, fraudulent, or malicious act or omission, or intentional or knowing violation of the law, if committed by an Insured, or by others if the Insured colluded or participated in any such conduct or activity; but this exclusion will not apply to:

1. Claims Expenses incurred in defending any Claim alleging the foregoing until there is a final non-appealable adjudication establishing such conduct; or
2. with respect to a natural person Insured, if such Insured did not personally commit, participate in or know about any act, error, omission, incident or event giving rise to such Claim or Loss.

For purposes of this exclusion, only acts, errors, omissions or knowledge of a member of the Control Group will be imputed to the Insured Organization;

Patent, Software Copyright, Misappropriation of Information

1. infringement, misuse or abuse of patent or patent rights;
2. infringement of copyright arising from or related to software code or software products other than infringement resulting from a theft or Unauthorized Access or

Use of software code by a person who is not a past, present or future employee, director, officer, partner or independent contractor of the Insured Organization; or

3. use or misappropriation of any ideas, trade secrets or Third Party Information (i) by, or on behalf of, the Insured Organization, or (ii) by any other person or entity if such use or misappropriation is done with the knowledge, consent or acquiescence of a member of the Control Group;

Governmental Actions

a Claim brought by or on behalf of any state, federal, local or foreign governmental entity, in such entity's regulatory or official capacity; but this exclusion will not apply to the Regulatory Defense & Penalties insuring agreement;

Other Insureds & Related Enterprises

a Claim made by or on behalf of:

1. any Insured; but this exclusion will not apply to a Claim made by an individual that is not a member of the Control Group under the Data & Network Liability insuring agreement, or a Claim made by an Additional Insured; or
2. any business enterprise in which any Insured has greater than 15% ownership interest or made by any parent company or other entity which owns more than 15% of the Named Insured;

Trading Losses, Loss of Money & Discounts

1. any trading losses, trading liabilities or change in value of accounts;
2. any loss, transfer or theft of monies, securities or tangible property of the Insured or others in the care, custody or control of the Insured Organization;
3. the monetary value of any transactions or electronic fund transfers by or on behalf of the Insured which is lost, diminished, or damaged during transfer from, into or between accounts; or
4. the value of coupons, price discounts, prizes, awards, or any other valuable consideration given in excess of the total contracted or expected amount;

but this exclusion will not apply to coverage under the eCrime insuring agreement;

Media-Related Exposures

with respect to the Media Liability insuring agreement:

1. any contractual liability or obligation; but this exclusion will not apply to a Claim for misappropriation of ideas under implied contract;
2. the actual or alleged obligation to make licensing fee or royalty payments;
3. any costs or expenses incurred or to be incurred by the Insured or others for the reprinting, reposting, recall, removal or disposal of any Media Material or any other information, content or media, including any media or products containing such Media Material, information, content or media;
4. any Claim brought by or on behalf of any intellectual property licensing bodies or organizations;
5. the actual or alleged inaccurate, inadequate or incomplete description of the price of goods, products or services, cost guarantees, cost representations, contract price

RETENTIONS

The Retention listed in the Declarations applies separately to each incident, event or related incidents or events giving rise to a Claim or Loss. The Retention will be satisfied by monetary payments by the Named Insured of covered Loss under each insuring agreement. If any Loss arising out of an incident or Claim is subject to more than one Retention, the Retention for each applicable insuring agreement will apply to such Loss, provided that the sum of such Retention amounts will not exceed the largest applicable Retention amount.

Coverage for Business Interruption Loss and Dependent Business Loss will apply after the Waiting Period has elapsed and the Underwriters will then indemnify the Named Insured for all Business Interruption Loss and Dependent Business Loss sustained during the Period of Restoration in excess of the Retention.

The Retention listed in the Declarations for each Member/Insured with total insurable value less than and equal to \$250,000,000 at the time inception applies separately to each incident, event or related incidents or events giving rise to a Claim or Loss in respect of Member/Insured with total insurable value less than and equal to \$250,000,000 at the time of inception.

The Retention listed in the Declarations for each Member/Insured with TIV greater than \$250,000,000 up to and equal to \$750,000,000 at the time of inception applies separately to each incident, event or related incidents or events giving rise to a Claim or Loss in respect of Member/Insured with total insurable value greater than \$250,000,000 up to and equal to \$750,000,000 at the time of inception.

The Retention listed in the Declarations for each Member/Insured with TIV greater than \$750,000,000 at the time of inception applies separately to each incident, event or related incidents or events giving rise to a Claim or Loss in respect of Member/Insured with total insurable value greater than \$750,000,000 at the time of inception.

Satisfaction of the applicable Retention is a condition precedent to the payment of any Loss under this Policy, and the Underwriters will be liable only for the amounts in excess of such Retention.

OPTIONAL EXTENSION PERIOD

Upon non-renewal or cancellation of this Policy for any reason except the non-payment of premium, the Named Insured will have the right to purchase, for additional premium in the amount of the Optional Extension Premium percentage listed in the Declarations of the full Policy Premium listed in the Declarations, an Optional Extension Period for the period of time listed in the Declarations. Coverage provided by such Optional Extension Period will only apply to Claims first made against any Insured during the Optional Extension Period and reported to the Underwriters during the Optional Extension Period, and arising out of any act, error or omission committed before the end of the Policy Period. In order for the Named Insured to invoke the Optional Extension Period option, the payment of the additional premium for the Optional Extension Period must be paid to the Underwriters within 60 days of the termination of this Policy.

The purchase of the Optional Extension Period will in no way increase the Policy Aggregate Limit of Liability or any sublimit of liability. At the commencement of the Optional Extension Period the entire premium will be deemed earned, and in the event the Named Insured terminates the Optional Extension Period for any reason prior to its natural expiration, the Underwriters will not be liable to return any premium paid for the Optional Extension Period.

All notices and premium payments with respect to the Optional Extension Period option will be directed to the Underwriters through entity listed for Administrative Notice in the Declarations.

GENERAL CONDITIONS**Notice of Claim or Loss**

The Insured must notify the Underwriters of any Claim as soon as practicable, but in no event later than: (i) 60 days after the end of the Policy Period; or (ii) the end of the Optional Extension Period (if applicable). Notice must be provided through the contacts listed for Notice of Claim, Loss or Circumstance in the Declarations.

With respect to Breach Response Costs, the Insured must notify the Underwriters of any actual or reasonably suspected Data Breach or Security Breach as soon as practicable after discovery by the Insured, but in no event later than 60 days after the end of the Policy Period. Notice must be provided through the contacts listed for Notice of Claim, Loss or Circumstance in the Declarations. Notice of an actual or reasonably suspected Data Breach or Security Breach in conformance with this paragraph will also constitute notice of a circumstance that could reasonably be the basis for a Claim.

With respect to Cyber Extortion Loss, the Named Insured must notify the Underwriters via the email address listed in the Notice of Claim, Loss or Circumstance in the Declarations as soon as practicable after discovery of an Extortion Threat but no later than 60 days after the end of the Policy Period. The Named Insured must obtain the Underwriters' consent prior to incurring Cyber Extortion Loss.

With respect to Data Recovery Costs, Business Interruption Loss and Dependent Business Loss the Named Insured must notify the Underwriters through the contacts for Notice of Claim, Loss or Circumstance in the Declarations as soon as practicable after discovery of the circumstance, incident or event giving rise to such loss. The Named Insured will provide the Underwriters a proof of Data Recovery Costs, Business Interruption Loss and Dependent Business Loss, and this Policy will cover the reasonable and necessary costs, not to exceed USD 50,000, that the Named Insured incurs to contract with a third party to prepare such proof. All loss described in this paragraph must be reported, and all proofs of loss must be provided, to the Underwriters no later than 6 months after the end of the Policy Period.

The Named Insured must notify the Underwriters of any loss covered under the eCrime insuring agreement as soon as practicable, but in no event later than 60 days after the end of the Policy Period. Notice must be provided through the contacts listed for Notice of Claim, Loss or Circumstance in the Declarations.

Any Claim arising out of a Loss that is covered under the Breach Response, First Party Loss or eCrime insuring agreements and that is reported to the Underwriters in conformance with the foregoing will be considered to have been made during the Policy Period.

Beazley Breach Response Services

The Named Insured will also have access to educational and loss control information and services made available by the Underwriters from time to time and includes access to beazleybreachsolutions.com, a dedicated portal through which it can access news and information regarding breach response planning, data and network security threats, best practices in protecting data and networks, offers from third party service providers, and related information, tools and services. The Named Insured will also have access to communications addressing timely topics in data security, loss prevention and other areas.

Notice of Circumstance

With respect to any circumstance that could reasonably be the basis for a Claim, the Insured may give written notice of such circumstance to the Underwriters through the contacts listed for Notice of Claim, Loss or Circumstance in the Declarations as soon as practicable during the Policy Period. Such notice must include:

1. the specific details of the act, error, omission or event that could reasonably be the basis for a Claim;
2. the injury or damage which may result or has resulted from the circumstance; and
3. the facts by which the Insured first became aware of the act, error, omission or event.

Any subsequent Claim made against the Insured arising out of any circumstance reported to Underwriters in conformance with the foregoing will be considered to have been made at the time written notice complying with the above requirements was first given to the Underwriters during the Policy Period.

Notice of an actual or suspected Data Breach or Security Breach to the Beazley Breach Response Services Team will qualify such incident as a notified circumstance under this Policy.

Defense of Claims

Except with respect to coverage under the Payment Card Liabilities & Costs insuring agreement, the Underwriters have the right and duty to defend any covered Claim or Regulatory Proceeding. Defense counsel will be mutually agreed by the Named Insured and the Underwriters but, in the absence of such agreement, the Underwriters' decision will be final.

With respect to the Payment Card Liabilities & Costs insuring agreement, coverage will be provided on an indemnity basis and legal counsel will be mutually agreed by the Named Insured and the Underwriters.

The Underwriters will pay actual loss of salary and reasonable expenses resulting from the attendance by a corporate officer of the Insured Organization at any mediation meetings, arbitration proceedings, hearings, depositions, or trials relating to the defense of any Claim, subject to a maximum of \$2,000 per day and \$100,000 in the aggregate, which amounts will be part of and not in addition to the Policy Aggregate Limit of Liability.

Settlement of Claims

If the Insured refuses to consent to any settlement recommended by the Underwriters and acceptable to the claimant, the Underwriters' liability for such Claim will not exceed:

1. the amount for which the Claim could have been settled, less the remaining Retention, plus the Claims Expenses incurred up to the time of such refusal; plus
2. sixty percent (60%) of any Claims Expenses incurred after the date such settlement or compromise was recommended to the Insured plus sixty percent (60%) of any Damages, Penalties and PCI Fines, Expenses and Costs above the amount for which the Claim could have been settled;

and the Underwriters will have the right to withdraw from the further defense of such Claim.

The Insured may settle any Claim where the Damages, Penalties, PCI Fines, Expenses and Costs and Claims Expenses do not exceed the Retention, provided that the entire Claim is resolved and the Insured obtains a full release on behalf of all Insureds from all claimants.

Assistance and Cooperation

The Underwriters will have the right to make any investigation they deem necessary, and the Insured will cooperate with the Underwriters in all investigations, including investigations regarding coverage under this Policy and the information and materials provided to the underwriters in connection with the underwriting and issuance of this Policy. The Insured

will execute or cause to be executed all papers and render all assistance as is requested by the Underwriters. The Insured agrees not to take any action which in any way increases the Underwriters' exposure under this Policy. Expenses incurred by the Insured in assisting and cooperating with the Underwriters do not constitute Claims Expenses under the Policy.

The Insured will not admit liability, make any payment, assume any obligations, incur any expense, enter into any settlement, stipulate to any judgment or award or dispose of any Claim without the written consent of the Underwriters, except as specifically provided in the Settlement of Claims clause above. Compliance with a Breach Notice Law will not be considered an admission of liability.

Subrogation

If any payment is made under this Policy and there is available to the Underwriters any of the Insured's rights of recovery against any other party, then the Underwriters will maintain all such rights of recovery. The Insured will do whatever is reasonably necessary to secure such rights and will not do anything after an incident or event giving rise to a Claim or Loss to prejudice such rights. If the Insured has waived its right to subrogate against a third party through written agreement made before an incident or event giving rise to a Claim or Loss has occurred, then the Underwriters waive their rights to subrogation against such third party. Any recoveries will be applied first to subrogation expenses, second to Loss paid by the Underwriters, and lastly to the Retention. Any additional amounts recovered will be paid to the Named Insured.

Other Insurance

The insurance under this Policy will apply in excess of any other valid and collectible insurance available to any Insured unless such other insurance is written only as specific excess insurance over this Policy.

Action Against the Underwriters

No action will lie against the Underwriters or the Underwriters' representatives unless and until, as a condition precedent thereto, the Insured has fully complied with all provisions, terms and conditions of this Policy and the amount of the Insured's obligation to pay has been finally determined either by judgment or award against the Insured after trial, regulatory proceeding, arbitration or by written agreement of the Insured, the claimant, and the Underwriters.

No person or organization will have the right under this Policy to join the Underwriters as a party to an action or other proceeding against the Insured to determine the Insured's liability, nor will the Underwriters be impleaded by the Insured or the Insured's legal representative.

The Insured's bankruptcy or insolvency of the Insured's estate will not relieve the Underwriters of their obligations hereunder.

Entire Agreement

By acceptance of the Policy, all Insureds agree that this Policy embodies all agreements between the Underwriters and the Insured relating to this Policy. Notice to any agent, or knowledge possessed by any agent or by any other person, will not effect a waiver or a change in any part of this Policy or stop the Underwriters from asserting any right under the terms of this Policy; nor will the terms of this Policy be waived or changed, except by endorsement issued to form a part of this Policy signed by the Underwriters.

Mergers or Consolidations

If during the Policy Period the Named Insured consolidates or merges with or is acquired by another entity, or sells more than 50% of its assets to another entity, then this Policy will

continue to remain in effect through the end of the Policy Period, but only with respect to events, acts or incidents that occur prior to such consolidation, merger or acquisition. There will be no coverage provided by this Policy for any other Claim or Loss unless the Named Insured provides written notice to the Underwriters prior to such consolidation, merger or acquisition, the Named Insured has agreed to any additional premium and terms of coverage required by the Underwriters and the Underwriters have issued an endorsement extending coverage under this Policy.

Assignment

The interest hereunder of any Insured is not assignable. If the Insured dies or is adjudged incompetent, such insurance will cover the Insured's legal representative as if such representative were the Insured, in accordance with the terms and conditions of this Policy.

Cancellation

This Policy may be cancelled by the Named Insured by giving written notice to the Underwriters through the entity listed for Administrative Notice in the Declarations stating when the cancellation will be effective.

This Policy may be cancelled by the Underwriters by mailing to the Named Insured at the address listed in the Declarations written notice stating when such cancellation will be effective. Such date of cancellation will not be less than 60 days (or 10 days for cancellation due to non-payment of premium) after the date of notice.

If this Policy is canceled in accordance with the paragraphs above, the earned premium will be computed pro rata; but the premium will be deemed fully earned if any Claim, or any circumstance that could reasonably be the basis for a Claim or Loss, is reported to the Underwriters on or before the date of cancellation. Payment or tender of unearned premium is not a condition of cancellation.

Singular Form of a Word

Whenever the singular form of a word is used herein, the same will include the plural when required by context.

Headings

The titles of paragraphs, clauses, provisions or endorsements of or to this Policy are intended solely for convenience and reference, and are not deemed in any way to limit or expand the provisions to which they relate and are not part of the Policy.

Representation by the Insured

All Insureds agree that the statements contained the information and materials provided to the Underwriters in connection with the underwriting and issuance of this Policy are true, accurate and are not misleading, and that the Underwriters issued this Policy, and assume the risks hereunder, in reliance upon the truth thereof.

Named Insured as Agent

The Named Insured will be considered the agent of all Insureds, and will act on behalf of all Insureds with respect to the giving of or receipt of all notices pertaining to this Policy, and the acceptance of any endorsements to this Policy. The Named Insured is responsible for the payment of all premiums and Retentions and for receiving any return premiums.

UMR: B0180FN2205500

// howden

Effective date of this Endorsement: 1st July 2022

This Endorsement is attached to and forms a part of Policy Number: FN2205500

Endorsement Number: 001

PREMIUM PAYMENT WARRANTY

IT IS HEREBY WARRANTED that all premium due to Underwriters under this policy is paid within 92 days from inception.

Non-receipt by Underwriters of such premium, by midnight (local standard time at the address of the insured) on the premium due date, shall render this policy void with effect from inception.

623AFB00082 (amended).

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

UMR: B0180FN2205500

[REDACTED]

[REDACTED]

[REDACTED]

All other terms and conditions of this Policy remain unchanged.

Effective date of this Endorsement: 1st July 2022

This Endorsement is attached to and forms a part of Policy Number: FN2205500

Endorsement Number: 003

U.S.A.

NUCLEAR INCIDENT EXCLUSION CLAUSE-LIABILITY-DIRECT (BROAD)

(Approved by Lloyd's Underwriters Fire and Non-Marine Association)

For attachment to insurances of the following classifications in the U.S.A., its Territories Possessions, Puerto Rico and the Canal Zone:

-Owners, Landlords and Tenants Liability, Contractual Liability, Elevator Liability, Owners or Contractors (including railroad) Protective Liability, Manufacturers and Contractors Liability, Product Liability, Professional and Malpractice Liability, Store-keepers Liability, Garage Liability, Automobile Liability (including Massachusetts Motor Vehicle or Garage Liability), not being insurances of the classifications to which the Nuclear Incident Exclusion Clause-Liability-Direct (Limited) applies.

This policy

does not apply:-

- I. Under any Liability Coverage, to injury, sickness, disease, death or destruction
 - (a) with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, 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 (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- II. Under any Medical Payments Coverage or under any Supplementary Payments Provision relating to immediate medical or surgical relief, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
- III. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if
 - (a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom;
 - (b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
 - (c) the injury, sickness, disease, death or destruction arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.
- IV. As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties; "nuclear material" means source material, special nuclear material or byproduct material; "source material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act 1954 or in any law amendatory thereof; "spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor; "waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof; "nuclear facility" means

- (a) any nuclear reactor,
- (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
- (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
- (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations; "nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material. With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

It is understood and agreed that, except as specifically provided in the foregoing to the contrary, this clause is subject to the terms, exclusions, conditions and limitations of the Policy to which it is attached.

*NOTE: - As respect policies which afford liability coverages and other forms of coverage in addition, the words underlined should be amended to designate the liability coverage to which this clause is to apply.

17/3/60
NMA 1256

Effective date of this Endorsement: 1st July 2022

This Endorsement is attached to and forms a part of Policy Number: FN2205500

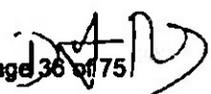
Endorsement Number: 004

RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE-LIABILITY-DIRECT (U.S.A.)

For attachment (in addition to the appropriate Nuclear Incident Exclusion Clause-Liability-Direct) to liability insurances affording worldwide coverage.

In relation to liability arising outside the U.S.A., its Territories or Possessions, Puerto Rico or the Canal Zone, this Policy does not cover any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

13/2/64
NMA1477



Effective date of this Endorsement: 1st July 2022

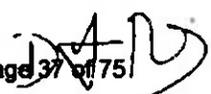
This Endorsement is attached to and forms a part of Policy Number: FN2205500

Endorsement Number: 005

TRIBAL EXCLUSION ENDORSEMENT

It is hereby noted and agreed that Tribal Declarations are excluded from this Policy.

All other terms and conditions of this Policy remain unchanged.



Effective date of this Endorsement: 1st July 2022

This Endorsement is attached to and forms a part of Policy Number: FN2205500

Endorsement Number: 006

MERGERS AND ACQUISITIONS CLAUSE AMENDMENT ENDORSEMENT

It is hereby noted and agreed that, General Conditions, Mergers or Consolidations is amended to read as follows:

Mergers or Consolidations

If during the Policy Period the Named Insured consolidates or merges with another entity whose Total Insured Property Values ("TIV's") are more than \$25,000,000 then this Policy will continue to remain in effect through the end of the Policy Period, but only with respect to events, acts or incidents that occur prior to such consolidation, merger or acquisition. There will be no coverage provided by this Policy for any other Claim or Loss unless the Named Insured provides written notice to the Underwriters prior to such consolidation, merger or acquisition, the Named Insured has agreed to any additional premium and terms of coverage required by the Underwriters and the Underwriters have issued an endorsement extending coverage under this Policy.

All other terms and conditions of this Policy remain unchanged.

Effective date of this Endorsement: 1st July 2022

This Endorsement is attached to and forms a part of Policy Number: FN2205500

Endorsement Number: 007

NEW MEMBER RATING ENDORSEMENT

This endorsement modifies insurance provided under the following:

Beazley InfoSec

In consideration of the premium charged for the Policy, it is hereby understood and agreed that:

1. The Underwriters will endeavour to provide a 24-48 hour written response to requests to add new Members to the Policy during the course of the Policy Period. All potential new Members will be subject to a satisfactory internal claims review, completion of the Underwriters' current ransomware application and any other additional information the Underwriters may deem necessary at the time of such request.
2. New Members will only be added to the Policy upon written confirmation from the Underwriters.
3. Each new Member will be subject to retroactive date & continuity date that will be the same as the date on which the new Member is added to the Policy.
4. The addition of any new Member during the course of the Policy Period will not increase the overall Policy Aggregate Limit of Liability.
5. Retentions will apply in accordance with the Master Policy Contract.
6. New Member Rating:

The rate for each new Member will be determined by the Underwriters at the time of underwriting and new Member approval.

All additional premium is due to be collected on a monthly bordereaux agreed to by the Underwriters.

All other terms and conditions of this Policy remain unchanged.

Effective date of this Endorsement: 1st July 2022

This Endorsement is attached to and forms a part of Policy Number: FN2205500

Endorsement Number: 008

OTHER INSURANCE AMENDMENT ENDORSEMENT

GENERAL CONDITIONS

Other Insurance

The insurance under this Policy will apply in excess of any other valid and collectible insurance available to any Insured unless such other insurance is written only as specific excess insurance over this Policy.

The insurance under this Policy shall not apply to any Claim for which an Insured has coverage under any other policy issued by the Underwriter.

As respects to ABAG Plan Corporation, California Affiliated Risk Management Authorities, California Sanitation Risk Management Authority (CSRMA), Miami Valley Risk Management Association (MVRMA) and Park District Risk Management Agency (PDRMA) members only, the insurance under the Policy should be primary and shall not apply in excess of any other valid and collectible insurance available to any insured including any self-insured retention or deductible portion thereof.

All other terms and conditions of this Policy remain unchanged.

Effective date of this Endorsement: 1st July 2022

This Endorsement is attached to and forms a part of Policy Number: FN2205500

Endorsement Number: 009

MEMBER OR ENTITY CANCELLATION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BEAZLEY INFOSEC

In consideration of the premium charged for the Policy, it is hereby understood and agreed that:

1. In the event a Member or Entity purchases a Beazley Breach Response policy during the Policy Period:
 - A. Coverage under this Policy for such Member or Entity shall cease at the time that coverage under such Beazley Breach Response policy incepts; and
 - B. Subject to GENERAL CONDITIONS, Cancellation and notwithstanding any other provision of this Policy to the contrary, the Underwriters agree to return to the Named Insured any unearned premium, if any, attributable to such Member or Entity within a reasonable amount of time thereafter; provided, however, that any such unearned premium shall be computed pro rata

All other terms and conditions of this Policy remain unchanged.

Effective date of this Endorsement: 1st July 2022

This Endorsement is attached to and forms a part of Policy Number: FN2205500

Endorsement Number: 010

BORDEREAUX REPORTING ENDORSEMENT

1. Alliant Insurance Services will provide Howden a monthly bordereaux report for all changes, including additions and deletions during the month on the 5th day of each month for the previous month.

2. Upon receipt of the bordereaux report from Alliant Insurance Services, Howden will issue one endorsement each month for all changes reflecting the date of change and additional premium based on set rates outlined in the Policy. The endorsement should be provided to Alliant Insurance Services within 10 days after receipt of the monthly bordereaux report.

3. Howden will issue one invoice each month for all premiums during the reported month. The invoice should be provided with the endorsement upon transmittal.

4. The threshold for bordereaux report payments is USD 50

All other terms and conditions of this Policy remain unchanged.

Effective date of this Endorsement: 1st July 2022

This Endorsement is attached to and forms a part of Policy Number: FN2205500

Endorsement Number: 011

WEBSITE MEDIA CONTENT LIABILITY

This endorsement modifies insurance provided under the following:

BEAZLEY INFOSEC

In consideration of the premium charged for the Policy, it is hereby understood and agreed that:

1. The definition of **Media Liability** is deleted in its entirety and replaced with the following:

Media Liability means one or more of the following acts committed by, or on behalf of, the Insured Organization in the course of the Insured Organization's display of **Media Material** on its web site or on social media web pages created and maintained by or on behalf of the Insured Organization:

1. defamation, libel, slander, trade libel, infliction of emotional distress, outrage, outrageous conduct, or other tort related to disparagement or harm to the reputation or character of any person or organization;
2. a violation of the rights of privacy of an individual, including false light and public disclosure of private facts;
3. invasion or interference with an individual's right of publicity, including commercial appropriation of name, persona, voice or likeness;
4. plagiarism, piracy, misappropriation of ideas under implied contract;
5. infringement of copyright;
6. infringement of domain name, trademark, trade name, trade dress, logo, title, metatag, or slogan, service mark, or service name; or
7. improper deep-linking or framing within electronic content.

2. The definition of **Media Material** is deleted in its entirety and replaced with the following:

Media Material means any information in electronic form, including words, sounds, numbers, images, or graphics and shall include advertising, video, streaming content, web-casting, online forum, bulletin board and chat room content, but does not mean computer software or the actual goods, products or services described, illustrated or displayed in such **Media Material**.

All other terms and conditions of this Policy remain unchanged.

Effective date of this Endorsement: 1st July 2022

This Endorsement is attached to and forms a part of Policy Number: FN2205500

Endorsement Number: 012

REPUTATIONAL LOSS ENDORSEMENT

In consideration of the premium charged for the Policy, it is hereby understood and agreed that:

1. Limit listed in the Declarations under **COVERAGE SCHEDULE** is amended to include:

Reputation Loss: USD 100,000 per Member/Insured each loss

2. Retention listed in the Declarations under **COVERAGE SCHEDULE** is amended to include:

Each incident giving rise to Reputation Loss: As per the retentions listed in the declarations

3. **INSURING AGREEMENTS** is amended by the addition of:

Reputation Loss

To indemnify the Insured Organization for Reputation Loss that the Insured Organization sustains solely as a result of an Adverse Media Event that occurs during the Policy Period, concerning:

1. a Data Breach, Security Breach, or Extortion Threat that the Insured first discovers during the Policy Period; or
2. if this policy is a Renewal, a Data Breach, Security Breach, or Extortion Threat that the Insured first discovers during the last 90 days of the prior policy period.

4. **DEFINITIONS** is amended to include:

Adverse Media Event means:

1. publication by a third party via any medium, including but not limited to television, print, radio, electronic, or digital form of previously non-public information specifically concerning a Data Breach, Security Breach, or Extortion Threat; or
2. notification of individuals pursuant to part 4. of the Breach Response Services definition.

Multiple Adverse Media Events arising from the same or a series of related, repeated or continuing Data Breaches, Security Breaches, or Extortion Threats, shall be considered a single Adverse Media Event, and shall be deemed to occur at the time of the first such Adverse Media Event.

Claims Preparation Costs means reasonable and necessary costs that the Named Insured incurs to contract with a third party to prepare a proof of loss demonstrating Reputational Loss.

Protection Period means the period beginning on the date the Adverse Media Event occurs, and ends after the earlier of:

1. 180 days; or
2. the date that gross revenues are restored to the level they would have been but for the Adverse Media Event.

Renewal means an insurance policy issued by the Underwriters to the Named Insured for the policy period immediately preceding this Policy Period that provides coverage for a Data Breach, Security Breach, or Extortion Threat otherwise covered under this Policy.

Reputation Loss means:

1. the net profit or loss before interest and tax that the Insured Organization would have earned during the Protection Period but for an Adverse Media Event; and
2. continuing normal operating expenses incurred by the Insured Organization (including payroll), but only to the extent that such operating expenses must necessarily continue during the Protection Period.

When calculating any Reputation Loss, due consideration will be given to any amounts made up during, or within a reasonable time after the end of, the Protection Period.

Reputation Loss will not mean and no coverage will be available under this endorsement for any of the following:

- (i) loss arising out of any liability to any third party;
- (ii) legal costs or legal expenses of any type;
- (iii) loss incurred as a result of unfavorable business conditions;
- (iv) loss of market or any other consequential loss;
- (v) Breach Response Services; or
- (vi) Cyber Extortion Loss;

There will be no coverage available under this endorsement if there is an actual interruption of the Insured Organization's business operations for any period of time.

5. **Limits of Liability under LIMIT OF LIABILITY AND COVERAGE** is amended to include:

Reputational Loss and Claims Preparation Costs covered under this Policy arising from an Adverse Media Event concerning any Data Breach, Security Breach, or Extortion Threat (including a series of related, repeated or continuing Data Breaches, Security Breaches, or Extortion Threats) first discovered during the last 90 days of the prior policy period, will be considered to have been noticed to the Underwriters during the prior policy period and will be subject to the Policy Aggregate Limit of Liability of the prior policy period. Under such circumstances, if the Policy Aggregate Limit of Liability of the prior policy period is exhausted due to payments made under the prior policy, the Underwriter's obligation to pay Reputational Loss or Claims Preparation Costs under this Policy shall be completely fulfilled and extinguished.

6. **Notice of Claim or Loss under GENERAL CONDITIONS** is amended to include:

With respect to **Reputation Loss**, the **Named Insured** must notify the **Underwriters** through the contacts listed for **Notice of Claim, Loss or Circumstance** in the **Declarations** as soon as practicable after discovery of the circumstance, incident or event giving rise to such loss.

All **Reputation Loss** must be reported, and all proofs of loss must be provided, to the **Underwriters** no later than four (4) months after the end of the **Protection Period**.

This Policy will cover up to **USD 50,000** of **Claims Preparation Costs** in excess of the **Retention** stated in **Section 2** of this endorsement.

All other terms and conditions of this Policy remain unchanged.

Effective date of this Endorsement: 1st July 2022

This Endorsement is attached to and forms a part of Policy Number: FN2205500

Endorsement Number: 013

RETROACTIVE DATE ENDORSEMENT

This endorsement modifies insurance provided under the following:

Beazley InfoSec

In consideration of the premium charged for the Policy, it is hereby understood and agreed that:

1. Coverage under this Policy will apply only if any act, error, omission, incident or event giving rise to Loss first occurs or takes place on or after the retroactive date listed below ("Retroactive Date") and before the end of the Policy Period.
2. **EXCLUSIONS** is amended to include:

Retroactive Date

any related or continuing acts, errors, omissions, incidents or events, where the first such act, error, omission, incident or event was committed or occurred prior to:

For new members post renewal, the retroactive date will be the date of addition.

APIP:

12.01 a.m. 1st July 2022 Local Standard Time for new members included as part of the July 1, 2022/2023 policy renewal.

12.01 a.m. 1st July 2021 Local Standard Time for new members included as part of the July 1, 2021/2022 policy renewal.

12.01 a.m. 1st July 2020 Local Standard Time for new members included as part of the July 1, 2020/2021 policy renewal.

12.01 a.m. 1st July 2019 Local Standard Time for new members included as part of the July 1, 2019/2020 policy renewal.

12.01 a.m. 1st July 2018 Local Standard Time for new members included as part of the July 1, 2018/2019 policy renewal.

12.01 a.m. 1st July 2017 Local Standard Time for new members included as part of the July 1, 2017/2018 policy renewal.

12.01 a.m. 1st July 2016 Local Standard Time for new members included as part of the July 1, 2016/2017 policy renewal.

12.01 a.m. 1st July 2015 Local Standard Time for new members included as part of the July 1, 2015/2016 policy renewal.

12.01 a.m. 1st July 2014 Local Standard Time for new members included as part of the July 1, 2014/2015 policy renewal.

12.01 a.m. 1st July 2013 Local Standard Time for new members included as part of the July 1, 2013/2014 policy renewal.

12.01 a.m. 1st July 2012 Local Standard Time for new members included as part of the July 1, 2012/2013 policy renewal.

12.01 a.m. 1st July 2011 Local Standard Time for existing members included as part of the July 1, 2011/2012 policy renewal.

12.01 a.m. 1st July 2010 Local Standard Time for existing members included as part of the July 1, 2010/2011 policy renewal.

HARPP:

For new members post renewal, the retroactive date will be the date of addition.

12.01 a.m. 1st July 2009 Local Standard Time for members endorsed onto the July 1, 2009/10 policy at a \$500,000 limit except for those members who did not provide a "No Known Losses Letter" then the retro date is the date that the member was added

12.01 a.m. 1st July 2010 Local Standard Time (For \$1,500,000 excess \$500,000)

[REDACTED]

- 3. The first paragraph of **Optional Extension Period** is deleted in its entirety and replaced with the following:

Upon non-renewal or cancellation of this Policy for any reason except the non-payment of premium, the **Named Insured** will have the right to purchase, for additional premium in the amount of the **Optional Extension Premium** percentage listed in the **Declarations** of the full Policy Premium listed in the **Declarations**, an **Optional Extension Period** for the period of time listed in the **Declarations**. Coverage provided by such **Optional Extension Period** will only apply to **Claims** first made against any **Insured** during the **Optional Extension Period** and reported to the **Underwriters** during the **Optional Extension Period**, and arising out of any act, error or omission committed on or after the **Retroactive Date** and before the end of the **Policy Period**. In order for the **Named Insured** to invoke the **Optional Extension Period** option, the payment of the additional premium for the **Optional Extension Period** must be paid to the **Underwriters** within 60 days of the termination of this Policy.

All other terms and conditions of this Policy remain unchanged.

UMR: B0180FN2205500

// howden

[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

Effective date of this Endorsement: 1st July 2022

This Endorsement is attached to and forms a part of Policy Number: FN2205500

Endorsement Number: 016

INCREASED BREACH RESPONSE COSTS

It is hereby noted and agreed that the following APIP Members have elected to purchase the increased limit for Breach Response Costs:

[REDACTED]

[REDACTED]

[REDACTED]

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED

Effective date of this Endorsement: 1st July 2022

This Endorsement is attached to and forms a part of Policy Number: FN2205500

Endorsement Number: 017

GDPR CYBER ENDORSEMENT

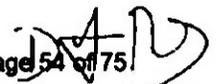
This endorsement modifies insurance provided under the following:

Beazley InfoSec

In consideration of the premium charged for the Policy, it is hereby understood and agreed that the Data & Network Liability insuring agreement is amended to include:

5. **non-compliance with the following obligations under the EU General Data Protection Regulation (or legislation in the relevant jurisdiction implementing this Regulation):**
 - (a) **Article 5.1(f), also known as the Security Principle;**
 - (b) **Article 32, Security of Processing;**
 - (c) **Article 33, Communication of a Personal Data Breach to the Supervisory Authority; or**
 - (d) **Article 34, Communication of a Personal Data Breach to the Data Subject.**

All other terms and conditions of this Policy remain unchanged.



Effective date of this Endorsement: 1st July 2022

This Endorsement is attached to and forms a part of Policy Number: FN2205500

Endorsement Number: 018

**POLICYHOLDER DISCLOSURE NOTICE OF
TERRORISM INSURANCE COVERAGE**

You are hereby notified that under the Terrorism Risk Insurance Act of 2002, as amended ("TRIA"), insurance coverage provided by this Policy includes losses arising out of acts of terrorism, as defined in Section 102(1) of the Act, as amended: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security and the Attorney General of the United States, to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States mission; and to have been committed by an individual or individuals, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Any coverage you purchase for "acts of terrorism" shall expire at 12:00 midnight December 31, 2027, the date on which the TRIA Program is scheduled to terminate, or the expiry date of the policy whichever occurs first, and shall not cover any losses or events which arise after the earlier of these dates.

YOU SHOULD KNOW THAT COVERAGE PROVIDED BY THIS POLICY FOR LOSSES CAUSED BY CERTIFIED ACTS OF TERRORISM IS PARTIALLY REIMBURSED BY THE UNITED STATES UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THIS FORMULA, THE UNITED STATES PAYS 80% OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURER(S) PROVIDING THE COVERAGE. YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A USD100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS USD100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED USD100 BILLION, YOUR COVERAGE MAY BE REDUCED.

The portion of your annual premium that is attributable to coverage for certified acts of terrorism as defined in the Terrorism Risk Insurance Act of 2002, as amended, is \$0.

(LMA 9184 amended)

Effective date of this Endorsement: 1st July 2022

This Endorsement is attached to and forms a part of Policy Number: FN2205500

Endorsement Number: 019

COMPUTER HARDWARE REPLACEMENT COST

This endorsement modifies insurance provided under the following:

Beazley Infosec

In consideration of the premium charged for this Policy, it is hereby understood and agreed that:

1. The definition of **Extra Expense** is deleted in its entirety and replaced with the following:

Extra Expense means reasonable and necessary expenses incurred by the Insured Organization during the Period of Restoration to minimize, reduce or avoid Income Loss, over and above those expenses the Insured Organization would have incurred had no Security Breach, System Failure, Dependent Security Breach or Dependent System Failure occurred; and includes reasonable and necessary expenses incurred by the Insured Organization to replace computers or any associated devices or equipment operated by, and either owned by or leased to, the Insured Organization that are unable to function as intended due to corruption or destruction of software or firmware directly resulting from a Security Breach, provided however that the maximum sublimit applicable to Extra Expense incurred to replace such devices or equipment is USD 100,000 per Member/Insured each loss.

2. Part 2. of the **Bodily Injury or Property Damage** exclusion is deleted in its entirety and replaced with the following:

2. physical injury to or destruction of any tangible property, including the loss of use thereof; but this will not apply to the loss of use of computers or any associated devices or equipment operated by, and either owned by or leased to, the Insured Organization that are unable to function as intended due to corruption or destruction of software or firmware directly resulting from a Security Breach. Electronic data shall not be considered tangible property;

All other terms and conditions of this Policy remain unchanged.

Effective date of this Endorsement: 1st July 2022

This Endorsement is attached to and forms a part of Policy Number: FN2205500

Endorsement Number: 020

INVOICE MANIPULATION COVERAGE

This endorsement modifies insurance provided under the following:

Beazley Infosec

In consideration of the premium charged for the Policy, it is hereby understood and agreed that:

1. The aggregate sublimit applicable to all loss under this endorsement is USD 100,000 per Member/Insured each loss.
2. The Retention applicable to each incident, event, or related incidents or events, giving rise to an obligation to pay loss under this endorsement shall be as per the coverage schedule listed in the declarations.
3. **INSURING AGREEMENTS** is amended to include:

Invoice Manipulation

To indemnify the Insured Organization for Direct Net Loss resulting directly from the Insured Organization's inability to collect Payment for any goods, products or services after such goods, products or services have been transferred to a third party, as a result of Invoice Manipulation that the Insured first discovers during the Policy Period:

4. **DEFINITIONS** is amended to include:

Direct Net Loss means the direct net cost to the Insured Organization to provide goods, products or services to a third party. Direct Net Loss will not include any profit to the Insured Organization as a result of providing such goods, products or services.

Invoice Manipulation means the release or distribution of any fraudulent invoice or fraudulent payment instruction to a third party as a direct result of a Security Breach or a Data Breach

Payment means currency, coins or bank notes in current use and having a face value.

All other terms and conditions of this Policy remain unchanged.

Effective date of this Endorsement: 1st July 2022

This Endorsement is attached to and forms a part of Policy Number: FN2205500

Endorsement Number: 021

AMEND DATA RECOVERY COSTS

This endorsement modifies insurance provided under the following:

BEAZLEY INFOSEC

In consideration of the premium charged for the Policy, it is hereby understood and agreed that the Data Recovery Costs insuring agreement is deleted in its entirety and replaced with the following:

Data Recovery Costs

Data Recovery Costs that the Insured Organization incurs as a direct result of a Security Breach or System Failure that the Insured first discovers during the Policy Period.

All other terms and conditions of this Policy remain unchanged.



Effective date of this Endorsement: 1st July 2022

This Endorsement is attached to and forms a part of Policy Number: FN2205500

Endorsement Number: 022

VOLUNTARY SHUTDOWN COVERAGE

This endorsement modifies insurance provided under the following:

BEAZLEY INFOSEC

In consideration of the premium charged for the Policy, it is hereby understood and agreed that the definition of Security Breach is deleted in its entirety and replaced with the following:

Security Breach means:

1. A failure of computer security to prevent:
 - (i) **Unauthorized Access or Use of Computer Systems, including Unauthorized Access or Use** resulting from the theft of a password from a Computer System or from any Insured;
 - (ii) **a denial of service attack affecting Computer Systems;**
 - (iii) **with respect to coverage under the Liability insuring agreements, a denial of service attack affecting computer systems that are not owned, operated or controlled by an Insured; or**
 - (iv) **infection of Computer Systems by malicious code or transmission of malicious code from Computer Systems; or**
2. **Solely with respect to the Business Interruption Loss insuring agreement:**
 - (i) **the voluntary and intentional shutdown of Computer Systems by the Insured Organization, with the Underwriters' prior consent, but only to the extent necessary to limit the Loss resulting from a situation described in 1.(i) or 1.(iv) above; or**
 - (ii) **the intentional shutdown of Computer Systems by the Insured Organization as expressly required by any federal, state, local or foreign governmental entity in such entity's regulatory or official capacity resulting from a situation described in 1.(i) or 1.(iv) above.**

All other terms and conditions of this Policy remain unchanged.

Effective date of this Endorsement: 1st July 2022

This Endorsement is attached to and forms a part of Policy Number: FN2205500

Endorsement Number: 023

APIP AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

BEAZLEY INFOSEC

In consideration of the premium charged for the Policy, it is hereby understood and agreed that the definitions of Claim and Data are deleted in their entirety and replaced with the following:

Claim means:

1. a written demand received by any Insured for money or services;
2. with respect to coverage provided under the Regulatory Defense & Penalties insuring agreement only, institution of a Regulatory Proceeding against any Insured; or
3. with respect to coverage provided under part 1. of the Data & Network Liability insuring agreement only, a demand received by any Insured to fulfill the Insured Organization's contractual obligation to provide notice of a Data Breach pursuant to a Breach Notice Law;

Multiple Claims arising from the same or a series of related, repeated or continuing acts, errors, omissions or events will be considered a single Claim for the purposes of this Policy. All such Claims will be deemed to have been made at the time of the first such Claim.

Data means any software or electronic data that exists in Computer Systems and that is subject to back-up procedures.

It is further understood and agreed that Settlement of Claims under GENERAL CONDITIONS is deleted in its entirety and replaced with the following:

Settlement of Claims

If the Insured refuses to consent to any settlement recommended by the Underwriters and acceptable to the claimant, the Underwriters' liability for such Claim will not exceed:

1. the amount for which the Claim could have been settled, less the remaining Retention, plus the Claims Expenses incurred up to the time of such refusal; plus
2. seventy percent (70%) of any Claims Expenses incurred after the date such settlement or compromise was recommended to the Insured plus seventy percent (70%) of any Damages, Penalties and PCI Fines, Expenses and Costs above the amount for which the Claim could have been settled;

and the Underwriters will have the right to withdraw from the further defense of such Claim.

The Insured may settle any Claim where the Damages, Penalties, PCI Fines, Expenses and Costs and Claims Expenses do not exceed the Retention, provided that the entire Claim is resolved and the Insured obtains a full release on behalf of all Insureds from all claimants.

All other terms and conditions of this Policy remain unchanged.

Effective date of this Endorsement: 1st July 2022

This Endorsement is attached to and forms a part of Policy Number: FN2205500

Endorsement Number: 024

CHOICE OF LAW AND SERVICE OF SUIT

This endorsement modifies insurance provided under the following:

BEAZLEY INFOSEC

In consideration of the premium charged for the Policy, it is hereby understood, and agreed that **GENERAL CONDITIONS** is amended to include:

Service of Suit

It is agreed that in the event of the Underwriters' failure to pay any amount claimed to be due under this Policy, the Underwriters will, at the Insured's request, submit to the jurisdiction of a court of competent jurisdiction within the United States. Nothing in this provision constitutes or should be understood to constitute a waiver of the Underwriters' rights to commence an action in any court of competent jurisdiction in the United States, to remove an action to a United States District Court, or seek a transfer of a case to another court as permitted by the laws of the United States or any state in the United States. It is further agreed that service of processing such suit may be made upon the Underwriters' representative:

Foley & Lardner LLP 555,
California Street, Suite 1700 San Francisco, CA 94104-1520, USA

and that in any suit instituted against any one of them upon this contract, the Underwriters will abide by the final decision of such court or of any appellate court in the event of an appeal. The person or entity named above is authorized and directed to accept service of process on the Underwriters' behalf in any such suit and/or upon the Insured's request to give a written undertaking to the Insured that they will enter a general appearance upon the Underwriters' behalf in the event such a suit shall be instituted.

Pursuant to any statute of any state, territory, or district of the United States which makes provision therefore, the Underwriters hereby designate the Superintendent, Commissioner, or Director of Insurance or other officer specified for that purpose in the statute, or his successor in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit, or proceeding instituted by or on the Insured's behalf or any beneficiary hereunder arising out of this Policy, and hereby designate the person or entity named above as the persons to whom said officer is authorized to mail such process or a true copy thereof.

Choice of Law

Any disputes involving this Policy will be resolved applying the law of the state of California.

All other terms and conditions of this Policy remain unchanged.

Effective date of this Endorsement: 1st July 2022

This Endorsement is attached to and forms a part of Policy Number: FN2205500

Endorsement Number: 025

STATE CONSUMER PRIVACY STATUTES ENDORSEMENT

In consideration of the premium charged for the Policy, it is hereby understood and agreed that:

1. The Policy is amended to include the following insuring agreement:

State Consumer Privacy Statutes

To pay Penalties and Claims Expenses which the Insured is legally obligated to pay because of any Regulatory Proceeding first made against any Insured during the Policy Period for a violation of the California Consumer Privacy Act or any similar state statutes or state regulations specifically governing the Insured Organization's collection, use, disclosure, sale, processing, profiling, acquisition, sharing, maintenance, retention or storage of or provision of access to personal information or personal data as defined under the California Consumer Privacy Act or similar state statutes or state regulations.

2. The definition of Claim is amended to include institution of a Regulatory Proceeding against any Insured under the State Consumer Privacy Statutes insuring agreement for a violation of the California Consumer Privacy Act or any similar state statutes or state regulations specifically governing the Insured Organization's collection, use, disclosure, sale, processing, profiling, acquisition, sharing, maintenance, retention or storage of or provision of access to personal information or personal data as defined under the California Consumer Privacy Act or similar state statutes or state regulations.
3. The Governmental Actions exclusion and part 1. of the Gathering or Distribution of Information exclusion will not apply to the State Consumer Privacy Statutes insuring agreement.
4. Solely with respect to the State Consumer Privacy Statutes insuring agreement, the Trade Practices and Antitrust exclusion is deleted in its entirety and replaced with the following:

Trade Practices

any actual or alleged false, deceptive or unfair trade practices or unfair competition; but this exclusion will not apply to coverage under the State Consumer Privacy Statutes insuring agreement, provided no member of the Control Group participated in or colluded in the activities or incidents giving rise to coverage under such insuring agreement;

Antitrust

any actual or alleged antitrust violation, restraint of trade, false, deceptive or misleading advertising or violation of the Sherman Antitrust Act, the Clayton Act, or the Robinson-Patman Act;

All other terms and conditions of this Policy remain unchanged.

Effective date of this Endorsement: 1st July 2022

This Endorsement is attached to and forms a part of Policy Number: FN2205500

Endorsement Number: 026

CRYPTOJACKING ENDORSEMENT

In consideration of the premium charged for the Policy, it is hereby understood and agreed that:

1. The aggregate sublimit applicable to all loss under this endorsement is USD 25,000 per Member/Insured each loss.
2. The Retention applicable to each incident, event, or related incidents or events, giving rise to an obligation to pay loss under this endorsement shall be as per the retentions listed in the declarations.
3. **INSURING AGREEMENTS** is amended to include:

Cryptojacking

To indemnify the Insured Organization for any direct financial loss sustained resulting from Cryptojacking that the Insured first discovers during the Policy Period.

4. **DEFINITIONS** is amended to include:

Cryptojacking means the **Unauthorized Access or Use of Computer Systems** to mine for **Digital Currency** that directly results in additional costs incurred by the Insured Organization for electricity, natural gas, oil, or internet (the "Utilities"); provided, however, that such additional costs for the Utilities are:

1. incurred pursuant to a written contract between the Insured Organization and the respective utility provider, which was executed before the Cryptojacking first occurred;
2. billed to the Insured Organization by statements issued by the respective utility provider, which include usage or consumption information;
3. not charged to the Insured Organization at a flat fee that does not scale with the rate or use of the respective utility; and
4. incurred pursuant to statements issued by the respective utility provider and due for payment during the Policy Period.

All other terms and conditions of this Policy remain unchanged.

Effective date of this Endorsement: 1st July 2022

This Endorsement is attached to and forms a part of Policy Number: FN2205500

Endorsement Number: 027

MID TERM TRANSACTIONS BORDEREAUX

It is hereby noted and agreed that for mid-term transactions for new Members in a JPA or Pool that purchase a Beazley Breach Response Endorsement, an Excess Layer Placement, a Retention Buy Down and/or a Technology Errors and Omissions Endorsement there will be an additional premium due of:

USD 500 for new Members with TIV of USD 100,000,000 or less

USD 1,500 for new Members with TIV more than USD 100,000,000 in TIV

The premiums above are in addition to the amount listed in the Beazley Breach Response Endorsement, an Excess Layer Placement, a Retention Buy Down and/or a Technology Errors and Omissions Endorsement and are to be processed and invoiced on a quarterly basis.

However it is further noted and agreed that:

- 1) For any existing Member including a JPA or Pool that incurs a mid-term transaction of USD 25,000,000 in TIV or less that there would not be a premium charge applied in respect of the primary APIP cyber layer, and any additional coverages under this policy the JPA or Pool purchased via Endorsement (Beazley Breach Response Endorsement, an Excess Layer Placement, a Retention Buy Down and/or a Technology Errors and Omissions Endorsement) for the membership; and
- 2) For any new Member in JPA or Pool that incurs a mid-term transaction of USD 25,000,000 in TIV or less that there would not be a premium charge applied in respect of the primary APIP cyber layer, and any additional coverages under this policy the JPA or Pool purchased via Endorsement (Beazley Breach Response Endorsement, an Excess Layer Placement, a Retention Buy Down and/or a Technology Errors and Omissions Endorsement) for the membership.

MID TERM TRANSACTIONS FOR USD 25,000,000 IN TIV AND BELOW

It is hereby noted and agreed that any mid-term transaction for an existing Member including a JPA or Pool that has a TIV of USD 25,000,000 or less in one mid-term transaction will not be charged additional premium. The existing Member including a JPA or Pool will currently have coverage in the primary APIP cyber layer, and any additional coverages under this policy the existing Member, JPA or Pool purchased via Endorsement (Beazley Breach Response Endorsement, an Excess Layer Placement, a Retention Buy Down and/or a Technology Errors and Omissions Endorsement) for themselves or the membership.

However it is further noted and agreed that any mid-term transaction for a new Member in a JPA or Pool that has a TIV of USD 25,000,000 or less will be added to the primary APIP cyber layer, and any additional coverages under this policy the JPA or Pool purchased via Endorsement (Beazley Breach Response Endorsement, an Excess Layer Placement, a Retention Buy Down and/or a Technology Errors and Omissions Endorsement) for the membership. The retroactive date will be the date the member, is added to the policy.

All other terms and conditions of this Policy remain unchanged.

Effective date of this Endorsement: 1st July 2022

This Endorsement is attached to and forms a part of Policy Number: FN2205500

Endorsement Number: 028

SANCTION LIMITATION AND EXCLUSION CLAUSE

This endorsement modifies insurance provided under the following:

BEAZLEY INFOSEC

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, law or regulations of the European Union, United Kingdom or United States of America.

All other terms and conditions of this Policy remain unchanged.

Effective date of this Endorsement: 1st July 2022

This Endorsement is attached to and forms a part of Policy Number: FN2205500

Endorsement Number: 029

EMPLOYEE DEVICE ENDORSEMENT

This endorsement modifies insurance provided under the following:

BEAZLEY INFOSEC

In consideration of the premium charged for the Policy, it is hereby understood and agreed that the definition of Computer Systems is amended to include computers, any software residing on such computers and any associated devices or equipment (including but not limited to wireless or mobile devices), operated by any person listed in parts 2., 3. or 4. of the Insured definition, but only for work done while acting within the scope of his or her employment and related to the conduct of the Insured Organization's business.

All other terms and conditions of this Policy remain unchanged.

Effective date of this Endorsement: 1st July 2022

This Endorsement is attached to and forms a part of Policy Number: FN2205500

Endorsement Number: 030

RECOGNIZE EROSION OF RETENTION FOR ECRIME INSURING AGREEMENT

This endorsement modifies insurance provided under the following:

BEAZLEY INFOSEC

In consideration of the premium charged for the Policy, it is hereby understood and agreed that **RETENTIONS** is amended by the addition of the following:

Notwithstanding the foregoing, the Underwriters will recognize erosion of the Retention applicable to the eCrime insuring agreement by any payments made by or on behalf of the Insured Organization pursuant to such commercial crime policy issued to the Named Insured, but only if such payments are for Loss that would otherwise be covered under the eCrime insuring agreement.

All other terms and conditions of this Policy remain unchanged.

Effective date of this Endorsement: 1st July 2022

This Endorsement is attached to and forms a part of Policy Number: FN2205500

Endorsement Number: 031

AMEND NOTICE OF CIRCUMSTANCE (COMPLIANCE WITH LAW ENFORCEMENT)

This endorsement modifies insurance provided under the following:

BEAZLEY INFOSEC

In consideration of the premium charged for the Policy, it is hereby understood and agreed that **Notice of Circumstance** under **GENERAL CONDITIONS** is amended by the addition of following:

Notwithstanding anything under **Notice of Circumstance** to the contrary, if any law enforcement authority expressly prevents the Insured from disclosing to the Underwriters specific information concerning an incident (or reasonably suspected incident) described in paragraphs 1. and 2. of the Data & Network Liability insuring agreement, the notice obligations under **Notice of Circumstance** shall be waived, provided the Insured:

1. requests permission to share information regarding such incident or reasonably suspected incident with the Underwriters as soon as practicable after receiving such direction from law enforcement authority and is prevented from doing so;
2. withholds only that portion of information it has been restricted from disclosing to the Underwriters, meaning further that the Insured shall notify the Underwriters of an incident or reasonably suspected incident even if any information relating to such notice is unable to be shared with the Underwriters; and
3. the Insured provides notice as required under **Notice of Circumstance** as soon as legally possible after law enforcement authority permits.

In all instances, the Insured must provide notice no later than one hundred-eighty (180) days after the **Policy Period**, and unless such incident or suspected incident is reported in accordance with the obligations under **Notice of Circumstance**, there shall be no coverage in connection with such incident or suspected incident.

All other terms and conditions of this policy remain unchanged.

Effective date of this Endorsement: 1st July 2022

This Endorsement is attached to and forms a part of Policy Number: FN2205500

Endorsement Number: 032

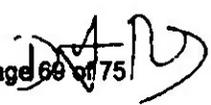
STATE AMENDATORY INCONSISTENCY ENDORSEMENT

This endorsement modifies insurance provided under the following:

BEAZLEY INFOSEC

In consideration of the premium charged for the Policy, it is hereby understood and agreed that in the event that there is any inconsistency between any terms or conditions in this Policy, whether between a state amendatory endorsement, provisions of this Policy, or any endorsement attached to this Policy, then the Underwriter will apply the most favorable terms and conditions available to the Insured, provided that such provisions comply with applicable state insurance laws.

All other terms and conditions of this Policy remain unchanged.



Effective date of this Endorsement: 1st July 2022

This Endorsement is attached to and forms a part of Policy Number: FN2205500

Endorsement Number: 033

AMEND DEFINITION OF DATA BREACH

This endorsement modifies insurance provided under the following:

BEAZLEY INFOSEC

In consideration of the premium charged for the Policy, it is hereby understood and agreed that the definition of Data Breach is deleted in its entirety and replaced with the following:

Data Breach means the theft, loss, or Unauthorized Disclosure of Personally Identifiable Information or Third Party Information that is in the care, custody or control of the Insured Organization, third party or an Individual Contractor of the Insured Organization for whose theft, loss or Unauthorized Disclosure of Personally Identifiable Information or Third Party Information the Insured Organization is legally liable.

All other terms and conditions of this Policy remain unchanged.

Effective date of this Endorsement: 1st July 2022

This Endorsement is attached to and forms a part of Policy Number: FN2205500

Endorsement Number: 034

MONTANA TORT CLAIMS ACT ENDORSEMENT

This endorsement modifies insurance provided under the following:

BEAZLEY INFOSEC

In consideration of the premium charged for the Policy, it is hereby understood and agreed that:

In consideration of the premium charged for the Policy, it is hereby understood and agreed that with respect to each Claim giving rise to Loss under this Policy that is subject to the Montana Tort Claims Act, as provided in Title 2, Chapter 9, Part 108, the Underwriters maximum limit of liability for all Loss under the Liability insuring agreements arising out of each Claim shall be USD 750,000, which amount shall be part of and not in addition to USD 1,500,000, which is the combined total limit of liability in connection with all Claims payable under this Policy that are subject to the Montana Tort Claims Act.

Nothing in this Policy should be construed as a waiver of any covered party, as defined by Montana Statute (§2-9-101 (7)), of government immunity provided by Montana Statute §2-9-101 (8). All covered parties expressly reserve any and all governmental rights and immunities provided under Montana law.

All other terms and conditions of this Policy remain unchanged.

Effective date of this Endorsement: 1st July 2022

This Endorsement is attached to and forms a part of Policy Number: FN2205500

Endorsement Number: 035

ASBESTOS, POLLUTION, AND CONTAMINATION EXCLUSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BEAZLEY INFOSEC

In consideration of the premium charged for the Policy, it is hereby understood and agreed that the coverage under this Policy will not apply to any Loss arising out of either in whole or in part, directly or indirectly arising out of or resulting from or in consequence of, or in any way involving:

1. asbestos, or any materials containing asbestos in whatever form or quantity;
2. the actual, potential, alleged or threatened formation, growth, presence, release or dispersal of any fungi, molds, spores or mycotoxins of any kind; any action taken by any party in response to the actual, potential, alleged or threatened formation, growth, presence, release or dispersal of fungi, molds, spores or mycotoxins of any kind, such action to include investigating, testing for, detection of, monitoring of, treating, remediating or removing such fungi, molds, spores or mycotoxins; and any governmental or regulatory order, requirement, directive, mandate or decree that any party take action in response to the actual, potential, alleged or threatened formation, growth, presence, release or dispersal of fungi, molds, spores or mycotoxins of any kind, such action to include investigating, testing for, detection of, monitoring of, treating, remediating or removing such fungi, molds, spores or mycotoxins;

The Underwriters will have no duty or obligation to defend any Insured with respect to any Claim or governmental or regulatory order, requirement, directive, mandate or decree which either in whole or in part, directly or indirectly, arises out of or results from or in consequence of, or in any way involves the actual, potential, alleged or threatened formation, growth, presence, release or dispersal of any fungi, molds, spores or mycotoxins of any kind;

3. the existence, emission or discharge of any electromagnetic field, electromagnetic radiation or electromagnetism that actually or allegedly affects the health, safety or condition of any person or the environment, or that affects the value, marketability, condition or use of any property; or
4. the actual, alleged or threatened discharge, dispersal, release or escape of Pollutants; or any governmental, judicial or regulatory directive or request that the Insured or anyone acting under the direction or control of the Insured test for, monitor, clean up, remove, contain, treat, detoxify or neutralize Pollutants. Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant including gas, acids, alkalis, chemicals, heat, smoke, vapor, soot, fumes or waste. Waste includes but is not limited to materials to be recycled, reconditioned or reclaimed.

All other terms and conditions of this Policy remain unchanged.

Effective date of this Endorsement: 1st July 2022

This Endorsement is attached to and forms a part of Policy Number: FN2205500

Endorsement Number: 036

WAR AND CIVIL WAR EXCLUSION

This endorsement modifies insurance provided under the following:

BEAZLEY INFOSEC

In consideration of the premium charged for the Policy, it is hereby understood and agreed that **EXCLUSIONS** is amended to include:

War and Civil War

For resulting from, directly or indirectly occasioned by, happening through or in consequence of: war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalization or requisition or destruction of or damage to property by or under the order of any government or public or local authority, provided, that this exclusion will not apply to **Cyber Terrorism**.

For purposes of this exclusion, "Cyber Terrorism" means the premeditated use of disruptive activities, or threat to use disruptive activities, against a computer system or network with the intention to cause harm, further social, ideological, religious, political or similar objectives, or to intimidate any person(s) in furtherance of such objectives.

All other terms and conditions of this Policy remain unchanged.

Effective date of this Endorsement: 1st July 2022

This Endorsement is attached to and forms a part of Policy Number: FN2205500

Endorsement Number: 037

CAP ON LOSSES ARISING OUT OF CERTIFIED ACT OF TERRORISM

This endorsement modifies insurance provided under the following:

BEAZLEY INFOSEC

- A. If aggregate insured losses attributable to "Certified Acts of Terrorism" exceed \$100,000,000,000 in a calendar year and the Underwriters meet the applicable insurer deductible under the Terrorism Risk Insurance Act, the Underwriters are not liable for the payment of any portion of the amount of the losses exceeding \$100,000,000,000. Insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.
- B. As used in this endorsement, "Certified Act of Terrorism" means any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security and the Attorney General of the United States, to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States mission; and to have been committed by an individual or individuals, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
- C. Terrorism exclusions, or the inapplicability or omission of a terrorism exclusion, do not create coverage for injury or damage otherwise excluded under this Policy.

All other terms, exclusions and conditions of the policy remain unchanged.

Effective date of this Endorsement: 1st July 2022

This Endorsement is attached to and forms a part of Policy Number: FN2205500

Endorsement Number: 038

AMEND FIRST PARTY LOSS EXCLUSION

This endorsement modifies insurance provided under the following:

BEAZLEY INFOSEC

In consideration of the premium charged for the Policy, it is hereby understood and agreed that part 2. of the First Party Loss exclusion is deleted in its entirety and replaced with the following:
2. costs or expenses incurred by the Insured to identify or remediate software program errors or vulnerabilities or update, replace, restore, assemble, reproduce, recollect or enhance data or Computer Systems to a level beyond that which existed prior to a Security Breach, System Failure, Dependent Security Breach, Dependent System Failure or Extortion Threat; but solely with respect to Business Interruption Loss, this exclusion will not apply to the extent that such costs or expenses are less than or equal to such costs or expenses incurred to restore the Computer System to the same or equivalent condition that existed immediately prior to a Security Breach or System Failure

All other terms and conditions of this Policy remain unchanged

SECURITY DETAILS

REFERENCES

UMR (Unique Market Reference): B0180FN2205500

Date contract printed to PDF: 09:29 10 August 2022

SIGNED UNDERWRITERS

Beazley Syndicates AFB

beazley

AFB
AFB
⚓ 2623/0623

100.000000%
Written

J	R	9	0	4	C	2	2	A	P	P	J		
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CY

100.000000%
Signed

14:02 09 August 2022

Lloyd's Underwriter Syndicate No. AFB 2623 82% / AFB 623 18%, London, England

Keaton Rogers

Bound as Sllp Leader, Lloyd's Leader

DAJ

SETTLEMENT INFORMATION

Allocation of Premium to Coding

CY at 100.000000%

Allocation of Premium to Year of Account

2022

Terms of Settlement

Settlement Due Date: 01 October 2022

Instalment Premium Period of Credit: 0 day(s)

Adjustment Premium Period of Credit: 0 day(s)

Lloyd's Underwriter Syndicate No. AFB 2623 82% / AFB 623 18%, London, England
Bureau Leader and Lloyd's Leader

Keaton Rogers

Handwritten signature or initials in black ink, appearing to be 'DAU'.



Contract Endorsement



Unique Market Reference: B0180FN2205500
Endorsement Reference: 089
Insured: APIP Cyber and Pollution Programs, Inc

CONTRACT CHANGES

Underwriters hereon note and agree that effective 01 July 2022, **NOTIFICATION OF CLAIMS TO** is amended to read as follows:

**NOTIFICATION
OF CLAIMS TO:**

Beazley Group
Attn: TMB Claims Group
45 Rockefeller Plaza, 16th Floor
New York, NY 10111
Email: bbr.claims@beazley.com
Toll-Free 24-Hour Hotline: (866) 567-8570

And

Howden Insurance Brokers Limited, One Creechurch Place, London, EC3A
5AF, United Kingdom.
Email: FLnewclaims@howdengroup.com

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

SECURITY DETAILS

Endorsement Version Date 25 Aug 2022 16:58
Endorsement Status Completed
UMR B0180FN2205500
Broker Endorsement Reference 89
Endorsement Name 89
(Re)Insured APIP Cyber and Pollution Programs, Inc
Agreement Practice GUA A
Agreement Instructions All Underwriters

CONFIRMATION OF AGREEMENT BY REQUIRED AGREEMENT PARTIES:

Leader

Agreed 08 Sep 2022 14:09

Underwriter Company	Underwriter	Stamp	Underwriter Ref
Beazley Syndicates AFB	Keaton Rogers	Lloyd's Underwriter Syndicate No. AFB 2623 82% / AFB 623 18%, London, England	JR904C22APPJ

SCHEDULE of MEMBERS
Property & Liability Program
As of July 1, 2022

Member Name	Member Number	Member SAU
Acworth, Town of	100	
Albany School District	859	9
Albany, Town of	101	
Alexandria, Town of	102	
Allenstown School District	792	53
Allenstown, Town of	103	
Alstead, Town of	104	
Alton School District	786	72
Alton, Town of	105	
Amherst School District	701	39
Amherst, Town of	106	
Andover School District	702	46
Andover, Town of	107	
Antrim, Town of	108	
Ashland School District	822	2
Ashland, Town of	109	
Ashuelot Pond Dam Village District	457	
Atkinson, Town of	110	
Auburn School District	902	15
Auburn, Town of	111	
Barnstead School District	785	86
Barnstead, Town of	112	
Barrington School District	838	74
Barrington, Town of	113	
Bartlett School District	903	9
Bartlett Village Water Precinct	459	
Bartlett, Town of	114	
Bath School District	768	23
Bath, Town of	115	
Bay Sewage District	558	
BCEP Solid Waste	510	
Bedford School District	779	25
Bedford, Town of	116	
Belknap County	607	

Belknap County Conservation District	597	
Belmont, Town of	117	
Bennington, Town of	118	
Benton School District	848	23
Benton, Town of	121	
Berlin School District	904	3
Berlin Water Works	500	
Berlin, City of	120	
Bethlehem School District	856	35
Bethlehem Village District	568	
Bethlehem, Town of	119	
Boscawen, Town of	122	
Bow School District	703	67
Bow, Town of	123	
Bradford, Town of	124	
Brentwood School District	704	16
Brentwood, Town of	125	
Bristol, Town of	127	
Brookfield, Town of	128	
Brookline School District	834	41
Brookline, Town of	129	
Campton School District	705	48
Campton Village Precinct	565	
Campton, Town of	130	
Canaan, Town of	131	
Candia School District	906	15
Candia, Town of	132	
Canterbury, Town of	133	
Capital Area Fire Compact	546	
Carroll County	600	
Carroll, Town of	134	
Center Harbor, Town of	135	
Central NH Special Operations Unit	450	
Charlestown, Town of	136	
Chatham School District	860	9
Chatham, Town of	137	
Cheshire County	601	
Cheshire County Conservation District	466	
Chester School District	707	82
Chester, Town of	138	

Chesterfield School District	706	29
Chesterfield, Town of	139	
Chichester School District	708	53
Chichester, Town of	140	
Claremont School District	909	6
Claremont, City of	141	
Clarksville, Town of	142	
Clarksville School District	816	7
Cocheco Arts and Technology Academy	1203	
Colebrook, Town of	143	
Colebrook Fire Precinct	577	
Colebrook School District	709	7
Columbia, Town of	144	
Columbia School District	818	7
Community Power Coalition of New Hampshire	470	
Concord Regional Solid Waste/Resource Recovery	400	
Concord School District	710	8
Concord, City of	145	
Contoocook Valley School District	802	1
Contoocook Village Precinct	592	
Conway School District	911	9
Conway Village Fire District	526	
Conway, Town of	146	
Coos County	602	
Coos County Conservation District	451	
Copple Crown Village District	456	
Cornish School District	912	6
Cornish, Town of	147	
Croydon School District	957	43
Croydon, Town of	148	
CSI Charter School	1209	
Dalton, Town of	149	
Danbury, Town of	150	
Deerfield School District	825	53
Deerfield, Town of	152	
Deering, Town of	153	
Derry Cooperative School District	711	10
Derry, Town of	154	
Dorchester, Town of	155	
Dover School District	900	11

Dover, City of	156	
Dresden School District	913	70
Dublin, Town of	157	
Dummer School District	914	20
Dummer, Town of	158	
Dunbarton School District	712	67
Dunbarton, Town of	159	
Durham, Town of	160	
East Kingston School District	819	16
East Kingston, Town of	161	
Easton, Town of	162	
Eaton School District	915	9
Eaton, Town of	163	
Effingham, Town of	164	
Ellsworth School District	814	48
Emerald Lake Village District	535	
Enfield, Town of	166	
Epping School District	713	14
Epping, Town of	167	
Epsom School District	714	53
Epsom Village Water District	586	
Errol School District	917	20
Errol, Town of	169	
Exeter Region Cooperative School District	839	16
Exeter School District	780	16
Exeter, Town of	170	
Farmington School District	958	61
Farmington, Town of	171	
Fitzwilliam, Town of	172	
Francestown, Town of	173	
Franconia, Town of	174	
Franklin School District	716	18
Freedom School District	833	13
Freedom, Town of	176	
Fremont School District	717	83
Fremont, Town of	177	
Gate City Charter School for the Arts	1215	
Gilford School District	718	73
Gilford, Town of	178	
Gilmanton School District	719	79

Gilmanton, Town of	179	
Gilsum, Town of	180	
Goffstown School District	720	19
Goffstown Village Water Precinct	553	
Goffstown, Town of	181	
Gorham Randolph Shelburne Cooperative School District	951	20
Gorham, Town of	182	
Goshen School District	962	71
Goshen, Town of	183	
Governor Wentworth Regional School District	721	49
Grafton County	603	
Grafton County Conservation District	581	
Grafton, Town of	184	
Granite Lake Village District	596	
Grantham School District	851	75
Grantham, Town of	185	
Grasmere Village Water Precinct	598	
Great Bay eLearning Charter School	1206	16
Greenfield, Town of	186	
Greenland School District	796	50
Greenland, Town of	187	
Greenville Estates Village District	556	
Greenville, Town of	188	
Groton, Town of	189	
Gunstock Acres Village Water District	458	
Hampstead School District	776	55
Hampstead, Town of	190	
Hampton Falls School District	795	21
Hampton Falls, Town of	192	
Hampton School District	842	90
Hampton, Town of	191	
Hancock, Town of	193	
Hanover School District	919	70
Hanover, Town of	194	
Harrisville School District	722	29
Harrisville, Town of	195	
Harts Location	333	
Harts Location School District	861	9
Haverhill Cooperative School District	723	23
Haverhill, Town of	196	

Hebron, Town of	197	
Henniker School District	724	24
Henniker, Town of	198	
Hill School District	725	103
Hill, Town of	199	
Hillsboro-Deering School District	864	34
Hillsborough County	608	
Hillsborough County Conservation District	404	
Hillsborough, Town of	200	
Hinsdale School District	920	92
Hinsdale, Town of	201	
Holderness School District	726	48
Holderness, Town of	202	
Hollis Brookline Cooperative School District	828	41
Hollis School District	815	41
Hollis, Town of	203	
Hooksett School District	921	15
Hooksett, Town of	204	
Hopkinton School District	727	66
Hopkinton, Town of	205	
Hopkinton Village Precinct	554	
Howe Library	579	
Hudson School District	789	81
Hudson, Town of	206	
Inter-Lakes Cooperative School District	812	2
Jackson School District	922	9
Jackson Water Precinct	460	
Jackson, Town of	207	
Jaffrey, Town of	208	
Jaffrey-Rindge Cooperative School District	923	47
Jefferson, Town of	209	
John Stark Regional School District	765	24
Kearsarge Lighting Precinct	464	
Kearsarge Regional School District	868	65
Keene School District	728	29
Keene, City of	210	
Kensington School District	824	16
Kensington, Town of	211	
Kingston, Town of	212	
Laconia School District	729	30

Laconia, City of	213	
Lafayette Regional School District	924	35
Lake Todd Village District	591	
Lakes Region Mutual Fire Aid	529	
Lamprey Regional Solid Waste	505	
Lancaster, Town of	214	
Landaff School District	858	35
Landaff, Town of	215	
Langdon, Town of	216	
Lebanon Housing Authority	523	
Lebanon, City of	217	
Lee, Town of	218	
Lempster School District	963	71
Lempster, Town of	219	
Lincoln, Town of	220	
Lincoln-Woodstock Cooperative School District	730	68
Lisbon Regional School District	925	35
Lisbon, Town of	221	
Litchfield School District	791	27
Litchfield, Town of	222	
Littleton School District	855	84
Littleton Water & Light	524	
Littleton, Town of	223	
Lochmere Village District	599	
Londonderry, Town of	224	
Loudon, Town of	225	
Lower Bartlett Water Precinct	584	
Lower Beech Pond Village District	463	
Lyman, Town of	226	
Lyme School District	846	76
Lyme, Town of	227	
Lyndeborough, Town of	228	
Madbury, Town of	229	
Madison School District	926	13
Madison, Town of	230	
Making Community Connections Charter School	1216	
Marlborough School District	734	29
Marlborough, Town of	232	
Marlow School District	809	29
Marlow, Town of	233	

Mascenic Regional School District	733	87
Mascoma Valley Regional School District	827	62
Mason School District	867	89
Mason, Town of	234	
Meredith, Town of	235	
Meriden Village Water District	593	
Merrimack County	604	
Merrimack School District	927	26
Merrimack Valley Regional School District	735	46
Merrimack Village District	561	
Merrimack, Town of	236	
Middleton School District	959	61
Middleton, Town of	237	
Midwest NH HazMat Mutual Aid District	455	
Milan School District	928	20
Milan, Town of	238	
Milford Area Communications Center	545	
Milford School District	736	40
Milford, Town of	239	
Milton School District	929	64
Milton Water District	588	
Milton, Town of	240	
Moeckel Pond Village District	468	
Monadnock Regional School District	807	93
Monroe School District	737	77
Monroe, Town of	241	
Mont Vernon School District	738	39
Mont Vernon, Town of	242	
Moultonborough School District	850	45
Moultonborough, Town of	243	
Mountain Lakes District	534	
Nashua Regional Planning Commission	519	
Nelson School District	739	29
Nelson, Town of	244	
New Boston School District	740	19
New Boston, Town of	246	
New Castle School District	797	50
New Castle, Town of	248	
New Durham, Town of	249	
New Hampton Village Precinct	587	

New Hampton, Town of	251	
New Ipswich, Town of	253	
New London, Town of	254	
New London/Springfield Water	539	
Newbury, Town of	247	
Newfields School District	820	16
Newfields, Town of	250	
Newfound Area School District	781	4
Newington School District	798	50
Newington, Town of	252	
Newmarket School District	741	31
Newmarket, Town of	255	
Newport School District	956	43
Newport, Town of	256	
Newton, Town of	257	
Next Charter School	1217	
NH Public Risk Management Exchange	573	
North Conway Water Precinct	557	
North Country Charter Academy	1211	
North Country Council	576	
North Country Education Services	953	
North Hampton School District	805	21
North Hampton, Town of	259	
North Haverhill Precinct	508	
North Swanzey Water & Fire Precinct	509	
North Walpole Village District	439	
Northeast Woodland Chartered Public School	1218	
Northfield, Town of	258	
Northumberland School District	829	58
Northumberland, Town of	260	
Northwood School District	905	44
Northwood, Town of	261	
Nottingham School District	907	107
Nottingham, Town of	262	
Orange, Town of	263	
Orford Village District	402	
Orford, Town of	264	
Ossipee, Town of	265	
Oyster River Cooperative School District	769	5
Oyster River Youth Association	574	

Pelham School District	770	28
Pelham, Town of	266	
Pembroke School District	742	53
Pembroke Water Works	532	
Pembroke, Town of	267	
Pemi-Baker Regional School District	774	48
Penacook Rescue Squad	531	
Penacook-Boscawen Water Precinct	548	
Peterborough, Town of	268	
Piermont School District	743	23
Piermont, Town of	269	
Pillsbury Lake Village District	540	
Pittsburg, Town of	270	
Pittsburg School District	823	7
Pittsfield School District	849	51
Pittsfield, Town of	271	
Plainfield School District	853	32
Plainfield Village Water District	571	
Plainfield, Town of	272	
Plaistow, Town of	273	
Plymouth School District	744	48
Plymouth Village Water & Sewer District	559	
Plymouth, Town of	274	
Polaris Charter School	1214	
Portsmouth Housing Authority	572	
Portsmouth School District	950	52
Portsmouth, City of	275	
Precinct/Haverhill Corner	544	
Profile School District	857	35
Prospect Mountain High School	952	301
Randolph, Town of	276	
Raymond School District	933	33
Raymond, Town of	277	
Richmond, Town of	278	
Rindge, Town of	279	
Rochester School District	901	54
Rochester, City of	280	
Rockingham County	609	
Rollinsford School District	801	56
Rollinsford Water & Sewer District	442	

Rollinsford, Town of	281	
Roxbury, Town of	282	
Rumney School District	745	48
Rumney, Town of	283	
Rye Beach Village District	453	
Rye School District	799	50
Rye Water District	443	
Rye, Town of	284	
Salem School District	773	57
Salem, Town of	285	
Salisbury, Town of	286	
Sanborn Regional School District	934	17
Sanbornton, Town of	287	
Sandown, Town of	288	
Sandwich, Town of	289	
SAU 2 Office	810	2
SAU 6 Office	935	6
SAU 7 Office	817	7
SAU 9 Office	936	9
SAU 13 Office	837	13
SAU 15 Office	937	15
SAU 16 Office	788	16
SAU 19 Office	748	19
SAU 20 Office	749	20
SAU 21 Office	841	21
SAU 23 Office	750	23
SAU 24 Office	826	24
SAU 29 Office	751	29
SAU 34 Office	865	34
SAU 35 Office	938	35
SAU 39 Office	808	39
SAU 41 Office	835	41
SAU 46 Office	753	46
SAU 48 Office	754	48
SAU 50 Office	800	50
SAU 53 Office	755	53
SAU 58 Office	830	58
SAU 64 Office	941	64
SAU 67 Office	869	67
SAU 70 Office	845	70

Sawyer Lake Village District	401	
Seabrook Beach Village District	448	
Seabrook School District	843	21
Seabrook, Town of	290	
Seacoast Charter School	1201	
Seacoast Chief Fire Officers Mutual Aid District	594	
Seacoast Emergency Response Team	452	
Shaker Regional School District	757	80
Sharon, Town of	291	
Shelburne, Town of	292	
Somersworth School District	784	56
Somersworth, City of	293	
Souhegan Cooperative School District	778	39
Souhegan Regional Landfill District	590	
South Hampton School District	844	21
South Hampton, Town of	294	
South Main Water District	469	
Southeastern New Hampshire Hazmat Mutual Aid	583	
Southern New Hampshire Planning Commission	525	
Southern NH Special Operations Unit	595	
Southwest New Hampshire District Fire Mutual Aid	538	
Springfield, Town of	295	
Stark School District	831	58
Stark, Town of	297	
Stewartstown, Town of	298	
Stewartstown School District	790	7
Stoddard School District	854	24
Stoddard, Town of	310	
Strafford County	605	
Strafford County Conservation District	465	
Strafford Regional Planning Commission	562	
Strafford School District	944	105
Strafford, Town of	299	
Stratford School District	832	58
Stratford, Town of	300	
Stratham School District	821	16
Stratham, Town of	301	
Strong Foundations Charter School	1213	
Sugar Hill, Town of	302	
Sullivan County	606	

Sullivan School District	964	96
Sullivan, Town of	303	
Sunapee School District	955	85
Sunapee, Town of	304	
Surry School District	965	91
Surry, Town of	305	
Sutton, Town of	306	
Swains Lake Village District	552	
Swanzey, Town of	307	
Tamworth School District	836	13
Tamworth, Town of	308	
Temple, Town of	309	
Thornton School District	758	48
Thornton, Town of	320	
Tilton Northfield Fire	567	
Tilton, Town of	311	
Tilton-Northfield Water District	585	
Tilton & Northfield Aqueduct Co., Inc	467	
Timberlane Regional School District	775	106
Troy Water/Sewer Department	582	
Troy, Town of	312	
Tuftonboro, Town of	313	
Unity School District	945	6
Unity, Town of	314	
Upper Valley Lake Sunapee Regional Planning Commission	570	
Village District of Eastman	501	
Village District of Eidelweiss	502	
Village District of Little Boar's Head	405	
Village of Northwood Ridge Water District	461	
Wakefield School District	946	64
Wakefield, Town of	315	
Walpole, Town of	316	
Warner Village Water District	513	
Warner, Town of	317	
Warren School District	767	23
Warren, Town of	318	
Washington School District	862	34
Waterville Estates Village District	580	
Waterville Valley School District	947	48
Waterville Valley, Town of	518	

Weare School District	759	24
Weare, Town of	321	
Webster, Town of	322	
Wentworth School District	760	48
Wentworth, Town of	330	
Westmoreland School District	761	29
Westmoreland, Town of	324	
White Mountains Regional School District	811	36
Whitefield, Town of	325	
Wilmot Volunteer Fire Company	589	
Wilmot, Town of	326	
Wilton, Town of	327	
Wilton-Lyndeborough Cooperative School District	763	63
Winchester School District	948	94
Winchester, Town of	328	
Windham School District	771	95
Windham, Town of	329	
Windsor School District	863	34
Windsor, Town of	323	
Winnacunnet Cooperative School District	806	21
Winnisquam Regional School District	764	59
Wolfeboro, Town of	331	
Woodstock, Town of	332	
Woodsville Fire District	515	
Woodsville Water & Light Department	516	



**Schedule of Not-for-Profit Corporations
Property & Liability Program
As of July 1, 2022**

Member Name	Member Number
Central NH Special Operations Unit	450
North Country Education Services	953
Seacoast Emergency Response Team	452
Southern NH Special Operations Unit	595
Tilton & Northfield Aqueduct Co., Inc.	467
Wilmot Volunteer Fire Company	589

GENERAL CONDITIONS – ALL COVERAGE DOCUMENTS

The New Hampshire Public Risk Management Exchange (Primex³) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes and its bylaws, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions.

Throughout these General Conditions and the Coverage Document(s), the words "you" and "your" refer to the Member named in the Schedule of Members or the entity named in the Schedule of Not-For-Profit Corporations. The words "we", "us" and "our" refer to the public entity risk management pool (Primex³) providing the coverage. References to "member" or "Member" apply to entities named in the Schedule of Members and Schedule of Not-For-Profit Members.

The terms and conditions set forth in these General Conditions apply to all program(s) and coverage provided by us to you.

(A) Duties in the event of an Occurrence, Wrongful Act, claim, or suit

1. You must see to it that we are notified as soon as practicable in accordance with our policies and procedures of an Occurrence or Wrongful Act, incident or injury which may result in a claim. To the extent possible, notice should include:
 - (a) How, when and where the Occurrence or Wrongful Act, incident or injury took place;
 - (b) The names and addresses of any injured person and witnesses; and
 - (c) The nature and location of any injury or damage arising out of the Occurrence or Wrongful Act, incident or injury.
2. If a claim is threatened or made or if a suit is brought against any Member, you must:
 - (a) Immediately record the specifics of the claim or suit and the date received;
 - (b) Notify us as soon as practicable and in accordance with our policies and procedures; and
 - (c) See to it that we receive written notice of the claim or suit as soon as practicable.
3. In connection with a claim or suit, you and any other Covered Person or Entity must:
 - (a) Immediately send us copies of any demands, notices, summonses or legal papers received,
 - (b) Authorize us to obtain records and other information,
 - (c) Cooperate with us in the investigation, settlement or defense of the claim or suit,
 - (d) Submit, and, as far as within your power, cause all persons connected with the claim or suit to submit to examination under oath by any person(s) named by us, relative to any and all matters, and

- (e) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the Member or Covered Entity because of injury or damage to which this coverage may also apply.

No Member will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense without our prior written consent.

(B) No Legal Action Against Us

No person or organization has the right:

1. To join us as a party or otherwise bring us into a suit asking for damages from a Member; or
2. To sue us.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against a Member after said final judgment has been affirmed on appeal, if an appeal has been taken; but we will not be liable for damages that are not payable under the terms of this Coverage Document or that are in excess of the applicable limit of coverage. An agreed settlement means a settlement and release of liability signed by us, the Member's legal representative and the claimant or the claimant's legal representative.

(C) Other Insurance

Our coverage is always excess over any other insurance, whether primary, excess, pro-rata, contingent, or any other coverage which is self-insured or provided through a public entity pool, risk retention group or any other type of alternate funding mechanism, whether collectible or not.

Since our coverage is always excess, we will have no duty to defend any claim or suit where any other party has a duty to defend. If no party defends, we may undertake the defense, but we will be entitled to the Member's rights against all those parties.

Since our coverage is always excess over any other insurance, whether collectible or not, we will pay only our share of the amount of loss, if any, that exceeds the sum of:

1. The total amount that all such other insurance would pay for the loss in the absence of our coverage; and
2. The total of all deductible and self-insured amounts under all that other insurance.

(D) Member Contribution

The amount that you pay for the coverage that we are providing to you is called your member contribution.

1. We will compute all Member contributions for this coverage in accordance with our rules and rates.
2. You must keep records of the information needed for your member contribution computation and send us copies at such times as we may request.

(E) Deductibles

Coverage that we are providing to you may be subject to deductibles. The amount of the deductible may be stated in the Coverage Declarations or the Schedule of Member Deductibles or as an amendment to the Coverage Document(s). Deductibles state the amount(s) you must pay before we are obligated to pay the balance of the loss or claim up to the applicable limit of coverage for the indicated risk or hazard.

(F) Representations

By accepting these General Conditions and the applicable Coverage Document(s) and Declarations, you agree:

1. The statements in the Coverage Document(s) and Declarations are accurate and complete;
2. Those statements are based upon representations you made to us; and
3. We have issued that coverage in reliance upon your representations.

(G) Separation of Interests

Except with respect to the Limits of Liability, and any rights or duties specifically assigned in the Coverage Document(s) to you, the coverage applies:

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

(H) Transfer of Rights Of Recovery Against Others To Us

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

(I) Transfer of Your Rights and Duties

Your rights and duties under the Coverage Document(s) may not be transferred without our prior written consent.

(J) Subrogation.

We shall be subrogated to the extent of any payment hereunder to all the Member's rights of recovery therefore and the Member shall do nothing before or after loss to prejudice such rights and shall do everything necessary to secure such rights. Any amount so recovered shall be apportioned as follows:

1. Any recovery shall be proportionately shared between you and us according to the percent of payment.

(K) Changes to the Coverage Document(s)

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 the Coverage Document(s) or stop us from asserting any right under the terms of the Coverage Document(s), nor shall the terms of the Coverage Document(s) be

waived or changed, except by written amendment issued by us to form a part of the Coverage Document(s).

(L) Terminating Participation in Our Program(s)

1. You may only terminate participation in any of our programs(s) at the end of the applicable Coverage Period for that program(s) if renewing annually or at the end of any multi-year agreement term if you have executed a multi-year agreement.
2. If you decide to terminate participation in any of our programs(s), you must mail or deliver to our Chief Executive Officer written notice on official letterhead at least forty-five (45) days prior to the end of the Coverage Period for that program(s) or the end of the multi-year agreement term.

If said written notice is not provided by you at least forty-five (45) days prior to the end of the coverage period or the multi-year agreement term, membership shall automatically renew and continue for an additional coverage period, and all of the provisions of the Membership Agreement, Public Entity Coverage Documents, Trust Agreement, and Trust by-laws, policies and procedures shall remain applicable.

3. We may terminate your participation in any of our program(s) by mailing or delivering to you written notice of at least:
 - a) Ten (10) days for nonpayment of contribution or deductible or for failure to cooperate with us in the investigation, defense or settlement of a claim or suit, or
 - b) Forty-five (45) days prior to the end of the program(s) Coverage Period for any other reason.

If we terminate your participation in any claims-made liability coverage, the extended reporting period will not be provided to you.

4. The notice given by us will state the effective date of termination and the coverage period will end on that date.
5. Since you can only terminate participation in our program(s) at the end of the program(s) coverage period or the end of a multi-year agreement term, we will not refund any portion of your member contribution.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.
7. Upon terminating participation in our program(s), whether by you or us, all benefits of membership in the Primex³ Trust including entitlement to assets, credits, distributions, future benefits, services or other consideration shall terminate simultaneously.

(M) Inspections and Surveys

We have the right but are not obligated to:

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

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

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

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

(N) Bankruptcy or Receivership

Bankruptcy, receivership, or insolvency of the Member will not relieve us of our obligations under the Coverage Document(s).

Receivership will not relieve you of your obligations to us if we sustain any loss or liability as a result of your failure to fulfill your obligations. We reserve our rights to proceed against your post-receivership assets.

(O) Controversies and Disputes

All questions, controversies or disputes, of whatsoever character, arising in any manner or between parties or persons in connection with Primex³ or its operations, will be dealt with in accordance with the Primex³ Trust Agreement, Article VI, Controversies and Disputes.

(P) Severability of Interest

In the event of claims being made for Personal Injury and/or Property Damage by Covered Person for which another Member is or may be liable, then the Coverage Document(s) shall cover such Members against whom a claim is made or may be made in the same manner as if separate coverage had been provided to each Member. Nothing contained in the Coverage Document(s) shall operate to increase our liability set forth in the Declarations and the Coverage Document(s).

(Q) Governmental Immunity

Members shall not waive any rights they may have under applicable governmental immunity statutes without prior written approval by us. Should a judgment be rendered in excess of governmental immunity limits because of such waiver, we will not pay any excess amounts.

(R) Examination of Your Books and Records

We may examine your books and records as they relate to the Coverage Document(s) at any time during the coverage period and at any time following your termination of participation in our program(s) by either you or us for those coverage periods during which we provided coverage to you.

(S) Heading and Titles

The headings and titles used in these General Conditions, the Declarations, any Schedule, Coverage Document(s), or other documents that we may issue are for convenience or reference only. They do not constitute a part of any of those documents and are not to be used in the construction of them.

New Hampshire Public Risk Management Exchange

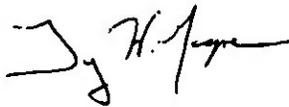
PUBLIC ENTITY WORKERS' COMPENSATION COVERAGE DECLARATIONS

This page along with the General Conditions and Coverage Document provisions and amendments, if any, issued to form a part thereof, completes the below numbered Coverage Document.

- ITEM 1. Covered Entities** New Hampshire Public Risk Management Exchange and its Members and approved Not-for-Profit Corporations.
See Schedule of Members and Schedule of Not-for Profit Corporations.
- ITEM 2. Document Number** **WC070122**
- ITEM 3. Coverage Period** **For Members with a July 1 effective date:**
From 12:01 A.M. Standard Time on July 1, 2022 or the date on which the entity becomes a member of the New Hampshire Public Risk Management Exchange, whichever is later, and expires at 12:01 A.M. on July 1, 2023.
- For Members with a January 1 effective date:**
From 12:01 A.M. Standard Time on January 1, 2023 or the date on which the entity becomes a member of the New Hampshire Public Risk Management Exchange, whichever is later, and expires at 12:01 A.M. on January 1, 2024.
- ITEM 4. Description** Part A Workers Compensation
Part B Employers' Liability
- ITEM 5. Limits of Liability** Part A Workers Compensation Statutory
Part B Employers' Liability:
- | | |
|----------------------------|-------------|
| Bodily Injury by Accident: | \$2,000,000 |
| Bodily Injury by Disease: | \$2,000,000 |
- ITEM 6. Member Deductible** None
- ITEM 7. Member Contribution** Our policies, procedures, rates and classifications will determine the contribution for this coverage. All information required is subject to verification.

In witness whereof, the New Hampshire Public Risk Management Exchange has caused this declaration to be signed by its duly authorized representative.

By:



Chief Executive Officer

**NEW HAMPSHIRE PUBLIC RISK MANAGEMENT EXCHANGE
PUBLIC ENTITY WORKERS' COMPENSATION COVERAGE DOCUMENT
WC070122**

This Public Entity Workers' Compensation Coverage Document is a risk-sharing agreement that describes the scope of the obligations of the New Hampshire Public Risk Management Exchange (Primex³) and each Primex³ Member to Primex³ Members and among one another. THIS COVERAGE DOCUMENT IS NOT AN INSURANCE POLICY. Only those coverages that are specifically identified in the Public Entity Workers' Compensation Coverage Declarations are provided pursuant to this Coverage Document.

The terms and conditions set forth in the General Conditions apply to all program(s) and the coverage provided by us to you. Read all of the conditions carefully to determine what other terms and conditions apply to this coverage.

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

Words and phrases that are capitalized have special meaning. Refer to DEFINITIONS.

COVERED ENTITIES

(A) The political subdivisions named in the Schedule of Members and the entities named in the Schedule of Not-for-Profit Corporations.

PART A: WORKERS COMPENSATION

COVERAGE AGREEMENT

We will pay, when due, the benefits required of you by the Workers' Compensation Law of the State of New Hampshire.

This coverage applies to bodily injury, including resulting death, by accident or bodily injury by disease and:

- (A) Bodily injury by accident must occur during the Coverage Period;
- (B) Bodily injury by disease must be caused or aggravated by the conditions of your employee's employment during Coverage Period. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the Coverage Period.

We will have the right and duty to defend at our expense any claim, proceeding or suit against you for benefits payable under this Coverage Document. We have the right to investigate and settle these claims, proceedings or suits.

We have no duty to defend a claim, proceeding or suit to which this coverage does not apply.

DEFINITIONS

When used in this Coverage Document (including amendments forming a part hereof):

- (A) "Workers' Compensation Law" means the Workers' Compensation Law of the State of New Hampshire. It includes any amendments to that law which are in effect during the Coverage Period. It does not include the provisions of any law that provides non-occupational disability benefits.

LOCATIONS

This coverage applies to all of your workplaces. It applies to all other workplaces, but liability must result from bodily injury by accident or bodily injury by disease sustained by your employee arising out of and in the course of employment with you.

PART B: EMPLOYERS LIABILITY COVERAGE

COVERAGE AGREEMENT

We will pay all sums you legally must pay as damages because of bodily injury to your employees, provided the bodily injury is covered by this Coverage Document.

The damages we will pay, where recovery is permitted by law, include damages:

- (A) for which you are liable to a third party by reason of a claim or suit against you by that third party to recover the damages claimed against such third party as a result of bodily injury to your employee;
- (B) for care and loss of services;
- (C) for consequential bodily injury to a spouse, child, parent, brother or sister of the injured employee; provided that these damages are the direct consequence of bodily injury that arises out of and in the course of the injured employee's employment by you;
- (D) because of bodily injury to your employee that arises out of and in the course of employment, claimed against you in a capacity other than as employer; or
- (E) for death in a lawsuit brought by an employee's personal or legal representative.

This employers' liability coverage applies to bodily injury, including resulting death, by accident or bodily injury by disease and:

- (A) The bodily injury must arise out of and in the course of the injured employee's employment by you;
- (B) The employment must be necessary or incidental to your work in the workplace(s);
- (C) Bodily injury by accident must occur during the Coverage Period;
- (D) Bodily injury by disease must be caused or aggravated by the conditions of your employee's employment during Coverage Period. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the Coverage Period; and
- (E) If you are sued, the original suit and any related legal actions for damages for bodily injury by accident or by disease must be brought in the United States of America, its territories or possessions, or Canada.

We will have the right and duty to defend at our expense any claim, proceeding or suit against you for benefits payable under this Coverage Document. We have the right to investigate and settle these claims,

proceedings or suits.

We have no duty to defend any claim, proceeding or suit brought against any employee of the Member.

We have no duty to defend a claim, proceeding or suit to which this coverage does not apply.

We have no duty to defend or continue defending after we have paid our applicable limit of liability under this Coverage Document.

EXCLUSIONS

This employers' liability coverage does not apply to:

- (A) Liability assumed under a contract;
- (B) Punitive or exemplary damages because of bodily injury to an employee employed in violation of law;
- (C) Bodily injury to an employee while employed in violation of law with your actual knowledge or the actual knowledge of any of your executive officers, officials or managers;
- (D) Any obligation imposed by a workers' compensation, occupational disease, unemployment compensation, or disability benefits law, or any similar law;
- (E) Bodily injury intentionally caused or aggravated by you;
- (F) Bodily injury occurring outside of the United States of America, its territories or possessions, and Canada. This exclusion does not apply to bodily injury to a citizen or resident of the United States of America or Canada who is temporarily outside these countries;
- (G) Damages arising out of coercion, criticism, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination against or termination of any employee, or any personnel practices, policies, acts or omissions; or
- (H) Any claim, proceeding or suit brought against any person or organization other than the member named in the Schedule of Members.

LIMITS OF LIABILITY

Our liability to pay for damages is limited for this Employers' Liability Coverage. Our limits of liability are shown on the Workers Compensation Coverage Declarations and apply as explained below.

- (A) **Bodily Injury by Accident.** The limit shown for Bodily Injury by Accident is the most we will pay for all damages covered by this Coverage Document because of bodily injury to one or more of your employees in any one accident.

A disease is not bodily injury by accident unless it results directly from bodily injury by accident.

- (B) **Bodily Injury by Disease.** The limit shown for Bodily Injury by Disease is the most we will pay for all damages covered by this Agreement and arising out of Bodily Injury by Disease, for each employee sustaining Bodily Injury by Disease.

Bodily Injury by Disease does not include disease that results directly from a bodily injury by

accident.

- (C) We will not defend or pay any claims for damages after we have paid the applicable limit of our liability under this Agreement.

COVERAGE CONDITIONS

- (A) If injury occurs, these duties are in addition to the provisions set forth in the General Conditions and you must:

1. Comply with the case management programs and procedures established by us;
2. Establish appropriate modified duty positions for injured employees with the assistance of the case managers designated by us; and
3. Implement and/or comply with our loss prevention and safety engineering recommendations.

- (B) Other Coverages

If an employee is injured and any other insurance or self-insurance exists protecting you against any loss to which this coverage applies, we will not pay more than our share of benefits and costs to which this coverage applies and covered by any other insurance or self-insurance. Subject to any limits of liability that may apply, all shares will be equal until the loss is paid. If any insurance or self-insurance is exhausted, the shares of all remaining insurance or self-insurance will be equal until the loss is paid.

If other insurance or self-insurance exists specifically for any separate operation or workplace of the member, this coverage afforded by Primex³ shall apply only in excess of the other insurance or self-insurance.

- (C) Payments You Must Make

You are responsible for any payments in excess of the benefits regularly provided by the Workers' Compensation Law including those required because:

1. of your serious and willful misconduct;
2. you knowingly employ an employee in violation of law;
3. you fail to comply with a health or safety law or regulation;
4. you discharge, harass, coerce or otherwise discriminate against any employee;
5. you violate any provision of either or both RSA 277 or RSA 276-A.

If we make any payments in excess of the benefits regularly provided by the Workers' Compensation Law on your behalf you will reimburse us promptly.

- (D) Statutory Provisions

These statements apply where they are required by law.

1. We are directly and primarily liable to any person entitled to the benefits payable by this coverage. Those persons may enforce our duties; so may an agency authorized by law. Enforcement may be against us or against you and us.
2. Jurisdiction over you is jurisdiction over us for purposes of the Workers' Compensation Law. We are bound by decisions against you under that law, subject to the provisions of this Coverage Document that are not in conflict with that law.
3. This coverage conforms to the parts of the Workers' Compensation Law that apply to:
 - a) benefits provided by this coverage;
 - b) special taxes, payments into security or other special funds, and assessments payable by us under that law.
4. Terms of this coverage that conflict with the Workers' Compensation Law are changed by this statement to conform to that law.

Nothing in these paragraphs relieves you of your duties under this Coverage Document or the General Conditions.

New Hampshire Public Risk Management Exchange

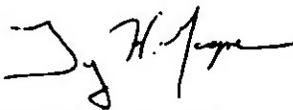
PUBLIC ENTITY VOLUNTEER MEDICAL ACCIDENT COVERAGE DECLARATIONS

This page along with the General Conditions and Coverage Document provisions and amendments, if any, issued to form a part thereof, completes the below numbered Coverage Document.

- ITEM 1. Covered Entities** New Hampshire Public Risk Management Exchange and its Property/Liability Program Members and Workers Compensation Members
See Schedule of Members for Both Programs
- ITEM 2. Document Number** **VMA070122**
- ITEM 3. Coverage Period** **For Members with a July 1 effective date:**
From 12:01 A.M. Standard Time on July 1, 2022 or the date on which the entity becomes a member of the New Hampshire Public Risk Management Exchange, whichever is later, and expires at 12:01 A.M. on July 1, 2023.
- For Members with a January 1 effective date:**
From 12:01 A.M. Standard Time on January 1, 2023 or the date on which the entity becomes a member of the New Hampshire Public Risk Management Exchange, whichever is later, and expires at 12:01 A.M. on January 1, 2024.
- ITEM 4. Description** **Volunteer Medical Accident Coverage**
- ITEM 5. Limits of Liability** **The limit of our discretionary payments:**
- \$10,000 in our discretion for reasonable and necessary medical expenses incurred within two (2) years of the accident date, and excess of any other insurance or coverage, for injuries sustained by a Volunteer within the scope and arising out of their assigned volunteer activities for you.
- ITEM 6. Member Deductible** **None**
- ITEM 7. Member Contribution** Our policies, procedures, rates and classifications will determine the contribution for this coverage. All information required is subject to verification.

In witness whereof, the New Hampshire Public Risk Management Exchange has caused this declaration to be signed by its duly authorized representative.

By:



Chief Executive Officer

**NEW HAMPSHIRE PUBLIC RISK MANAGEMENT EXCHANGE
PUBLIC ENTITY VOLUNTEER MEDICAL ACCIDENT COVERAGE DOCUMENT
VMA070122**

This Public Entity Volunteer Medical Accident Coverage Document is a risk-sharing agreement that describes the scope of the obligations of the New Hampshire Public Risk Management Exchange (Primex³) and each Primex³ Member to Primex³ Members and among one another. THIS COVERAGE DOCUMENT IS NOT AN INSURANCE POLICY. Only those coverages that are specifically identified in the Public Entity Volunteer Medical Accident Coverage Declarations are provided pursuant to this Coverage Document.

The terms and conditions set forth in the General Conditions apply to all program(s) and the coverage provided by us to you. Read all of the conditions carefully to determine what other terms and conditions apply to this coverage.

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

Words and phrases that are capitalized have special meaning. Refer to DEFINITIONS.

LIMITS OF LIABILITY

The limit of liability is as shown on the Public Entity Volunteer Medical Accident Coverage Document Declarations.

COVERAGE AGREEMENT

We in our sole discretion may pay reasonable and necessary medical expenses incurred within two (2) years of the accident date, and excess of any other insurance or coverage for injuries sustained by a Volunteer within the scope and arising out of their assigned volunteer activities for you.

COVERED PERSONS

- (A) Your Volunteers.

DEFINITIONS

When used in this Coverage Document (including amendments forming a part hereof):

- (A) "Volunteer" means those individuals undertaking a task of his/her own free will and as authorized and supervised by you. Volunteer does not mean any person defined as an employee in the New Hampshire Workers' Compensation Law.

LIMIT OF LIABILITY

The limit of liability is as shown on the Public Entity Volunteer Medical Accident Coverage Document Declarations.

EXCLUSIONS

- (A) Workers Compensation, Unemployment Compensation, Disability Benefits or Similar Law

Any obligation for which you may be held liable under any workers compensation, occupational disease, unemployment compensation, disability benefits law, or under any similar law.

- (B) Any Volunteer while taking part in any athletic activities directed or organized by you or by any person acting on your behalf.

**SCHEDULE of MEMBERS
Workers' Compensation Program
As of July 1, 2022**

Member Name	Member Number	Member SAU
Acworth, Town of	100	
Albany School District	859	9
Albany, Town of	101	
Alexandria, Town of	102	
Allenstown School District	792	53
Allenstown Sewer Commission	512	
Allenstown, Town of	103	
Alstead, Town of	104	
Alton School District	786	72
Alton, Town of	105	
Amherst School District	701	39
Amherst, Town of	106	
Andover School District	702	46
Andover, Town of	107	
Androscoggin Valley Regional Refuse	421	
Antrim, Town of	108	
Ashland School District	822	2
Ashland, Town of	109	
Ashuelot Pond Dam Village District	457	
Atkinson, Town of	110	
Auburn School District	902	15
Auburn, Town of	111	
Barnstead School District	785	86
Barnstead, Town of	112	
Barrington School District	838	74
Barrington, Town of	113	
Bartlett School District	903	9
Bartlett, Town of	114	
Bath School District	768	23
Bath, Town of	115	
Bay Sewage District	558	
BCEP Solid Waste	510	
Bedford School District	779	25

Bedford, Town of	116	
Belknap County	607	
Belknap County Conservation District	597	
Belmont, Town of	117	
Bennington, Town of	118	
Benton School District	848	23
Benton, Town of	121	
Berlin Housing Authority	527	
Berlin School District	904	3
Berlin Water Works	500	
Berlin, City of	120	
Bethlehem School District	856	35
Bethlehem Village District	568	
Bethlehem, Town of	119	
Boscawen, Town of	122	
Bow School District	703	67
Bow, Town of	123	
Bradford, Town of	124	
Brentwood School District	704	16
Brentwood, Town of	125	
Bristol, Town of	127	
Brookfield, Town of	128	
Brookline School District	834	41
Brookline, Town of	129	
Campton School District	705	48
Campton Village Precinct	565	
Campton, Town of	130	
Canaan, Town of	131	
Candia School District	906	15
Candia, Town of	132	
Canterbury, Town of	133	
Capital Area Fire Compact	546	
Carroll County	600	
Carroll, Town of	134	
Center Harbor, Town of	135	
Charlestown, Town of	136	
Chatham School District	860	9
Chatham, Town of	137	
Cheshire County	601	
Cheshire County Conservation District	466	

Chester School District	707	82
Chester, Town of	138	
Chesterfield School District	706	29
Chesterfield, Town of	139	
Chichester School District	708	53
Chichester, Town of	140	
Claremont Housing Authority	528	
Claremont School District	909	6
Claremont, City of	141	
Clarksville School District	816	7
Clarksville, Town of	142	
Cocheco Arts and Technology Academy	1203	
Colebrook Fire Precinct	577	
Colebrook School District	709	7
Colebrook, Town of	143	
Columbia School District	818	7
Columbia, Town of	144	
Community Power Coalition of New Hampshire	470	
Concord Housing Authority	522	
Concord Regional Solid Waste/Resource Recovery Cooperative	400	
Concord School District	710	8
Concord, City of	145	
Contoocook Valley School District	802	1
Contoocook Village Precinct	592	
Conway School District	911	9
Conway Village Fire District	526	
Conway, Town of	146	
Coos County	602	
Copple Crown Village District	456	
Cornish School District	912	6
Cornish, Town of	147	
Croydon School District	957	43
Croydon, Town of	148	
CSI Charter School	1209	
Dalton, Town of	149	
Danbury, Town of	150	
Deerfield School District	825	53
Deerfield, Town of	152	
Deering, Town of	153	
Derry Cooperative School District	711	10

Derry Housing and Redevelopment Authority	530	
Derry, Town of	154	
Dorchester, Town of	155	
Dover Housing Authority	551	
Dover School District	900	11
Dover, City of	156	
Dresden School District	913	70
Dublin, Town of	157	
Dummer School District	914	20
Dummer, Town of	158	
Dunbarton School District	712	67
Dunbarton, Town of	159	
Durham, Town of	160	
East Kingston School District	819	16
East Kingston, Town of	161	
Easton, Town of	162	
Eaton School District	915	9
Eaton, Town of	163	
Effingham, Town of	164	
Ellsworth, Town of	165	
Emerald Lake Village District	535	
Enfield, Town of	166	
Epping School District	713	14
Epping, Town of	167	
Epsom School District	714	53
Epsom, Town of	168	
Errol School District	917	20
Errol, Town of	169	
Exeter Housing Authority	503	
Exeter Region Cooperative School District	839	16
Exeter School District	780	16
Exeter, Town of	170	
Farmington School District	958	61
Farmington, Town of	171	
Fitzwilliam, Town of	172	
Francestown, Town of	173	
Franconia, Town of	174	
Franklin School District	716	18
Franklin, City of	175	
Freedom School District	833	13

Freedom, Town of	176	
Fremont School District	717	83
Fremont, Town of	177	
Gate City Charter School for the Arts	1215	
Gilford School District	718	73
Gilford, Town of	178	
Gilmanton School District	719	79
Gilmanton, Town of	179	
Gilsum, Town of	180	
Goffstown School District	720	19
Goffstown Village Water Precinct	553	
Goffstown, Town of	181	
Gorham Randolph Shelburne Cooperative School District	951	20
Gorham, Town of	182	
Goshen School District	962	71
Goshen, Town of	183	
Governor Wentworth Regional School District	721	49
Grafton County	603	
Grafton, Town of	184	
Granite Lake Village District	596	
Grantham School District	851	75
Grantham, Town of	185	
Grasmere Village Water Precinct	598	
Great Bay eLearning Charter School	1206	16
Greenfield, Town of	186	
Greenland School District	796	50
Greenland, Town of	187	
Greenville Estates Village District	556	
Greenville, Town of	188	
Groton, Town of	189	
Gunstock Mountain Resort	543	
Hampstead School District	776	55
Hampstead, Town of	190	
Hampton Falls School District	795	21
Hampton Falls, Town of	192	
Hampton School District	842	90
Hampton, Town of	191	
Hancock, Town of	193	
Hanover School District	919	70
Hanover, Town of	194	

Harrisville School District	722	29
Harrisville, Town of	195	
Harts Location	333	
Harts Location School District	861	9
Haverhill Cooperative School District	723	23
Haverhill, Town of	196	
Hebron, Town of	197	
Henniker School District	724	24
Henniker, Town of	198	
Hill School District	725	103
Hill, Town of	199	
Hillsboro-Deering School District	864	34
Hillsborough County	608	
Hillsborough, Town of	200	
Hinsdale School District	920	92
Hinsdale, Town of	201	
Holderness School District	726	48
Holderness, Town of	202	
Hollis Brookline Cooperative School District	828	41
Hollis School District	815	41
Hollis, Town of	203	
Hooksett School District	921	15
Hooksett, Town of	204	
Hopkinton School District	727	66
Hopkinton Village Precinct	554	
Hopkinton, Town of	205	
Hudson School District	789	81
Hudson, Town of	206	
Inter-Lakes Cooperative School District	812	2
Jackson School District	922	9
Jackson, Town of	207	
Jaffrey, Town of	208	
Jaffrey-Rindge Cooperative School District	923	47
Jefferson, Town of	209	
John Stark Regional School District	765	24
Kearsarge Lighting Precinct	464	
Kearsarge Regional School District	868	65
Keene Housing	504	
Keene School District	728	29
Keene, City of	210	

Kensington School District	824	16
Kensington, Town of	211	
Kingston, Town of	212	
Laconia Housing Authority	555	
Laconia School District	729	30
Laconia, City of	213	
Lafayette Regional School District	924	35
Lakes Region Mutual Fire Aid	529	
Lamprey Regional Solid Waste	505	
Lancaster, Town of	214	
Landaff School District	858	35
Landaff, Town of	215	
Langdon, Town of	216	
Lebanon Housing Authority	523	
Lebanon, City of	217	
Lee, Town of	218	
Lempster School District	963	71
Lempster, Town of	219	
Lincoln, Town of	220	
Lincoln-Woodstock Cooperative School District	730	68
Lisbon Regional School District	925	35
Lisbon, Town of	221	
Litchfield School District	791	27
Litchfield, Town of	222	
Littleton School District	855	84
Littleton Water & Light	524	
Littleton, Town of	223	
Lochmere Village District	599	
Londonderry, Town of	224	
Loudon, Town of	225	
Lower Bartlett Water Precinct	584	
Lower Beech Pond Village District	463	
Lyman, Town of	226	
Lyme School District	846	76
Lyme, Town of	227	
Lyndeborough, Town of	228	
Madbury, Town of	229	
Madison School District	926	13
Madison, Town of	230	
Making Community Connections Charter School	1216	

Manchester Housing Authority	520	
Manchester Transit Authority	506	
Marlborough School District	734	29
Marlborough, Town of	232	
Marlow School District	809	29
Marlow, Town of	233	
Mascenic Regional School District	733	87
Mascoma Valley Regional School District	827	62
Mason School District	867	89
Mason, Town of	234	
Meredith, Town of	235	
Meriden Village Water District	593	
Merrimack County	604	
Merrimack School District	927	26
Merrimack Valley Regional School District	735	46
Merrimack Village District	561	
Merrimack, Town of	236	
Middleton School District	959	61
Middleton, Town of	237	
Milan School District	928	20
Milan, Town of	238	
Milford Area Communications Center	545	
Milford School District	736	40
Milford, Town of	239	
Milton School District	929	64
Milton Water District	588	
Milton, Town of	240	
Moeckel Pond Village District	468	
Monadnock Regional School District	807	93
Monroe School District	737	77
Monroe, Town of	241	
Mont Vernon School District	738	39
Mont Vernon, Town of	242	
Moultonborough School District	850	45
Moultonborough, Town of	243	
Mountain Lakes District	534	
Nashua Housing Authority	549	
Nashua Regional Planning Commission	519	
Nelson School District	739	29
Nelson, Town of	244	

New Boston School District	740	19
New Boston, Town of	246	
New Castle School District	797	50
New Castle, Town of	248	
New Durham, Town of	249	
New Hampton Village Precinct	587	
New Hampton, Town of	251	
New Ipswich, Town of	253	
New London, Town of	254	
New London/Springfield Water	539	
Newbury, Town of	247	
Newfields School District	820	16
Newfields Water & Sewer	560	
Newfields, Town of	250	
Newfound Area School District	781	4
Newington School District	798	50
Newington, Town of	252	
Newmarket Housing Authority	403	
Newmarket School District	741	31
Newmarket, Town of	255	
Newport School District	956	43
Newport, Town of	256	
Newton, Town of	257	
Next Charter School	1217	
NH Public Risk Management Exchange	573	
North Conway Water Precinct	557	
North Country Charter Academy	1211	
North Country Council	576	
North Hampton School District	805	21
North Hampton, Town of	259	
North Haverhill Precinct	508	
North Swanzey Water & Fire Precinct	509	
North Walpole Village District	439	
Northeast Woodland Chartered Public School	1218	
Northfield, Town of	258	
Northumberland School District	829	58
Northumberland, Town of	260	
Northwood School District	905	44
Northwood, Town of	261	
Nottingham School District	907	44

Nottingham, Town of	262	
Orange, Town of	263	
Orford Village District	402	0
Orford, Town of	264	
Ossipee, Town of	265	
Oyster River Cooperative School District	769	5
Oyster River Youth Association	574	
Pelham School District	770	28
Pelham, Town of	266	
Pembroke School District	742	53
Pembroke Water Works	532	
Pembroke, Town of	267	
Pemi-Baker Regional School District	774	48
Penacook Rescue Squad	531	
Penacook-Boscawen Water Precinct	548	
Peterborough, Town of	268	
Piermont School District	743	23
Piermont, Town of	269	
Pillsbury Lake Village District	540	
Pittsburg School District	823	7
Pittsburg, Town of	270	
Pittsfield School District	849	51
Pittsfield, Town of	271	
Plainfield School District	853	32
Plainfield Village Water District	571	
Plainfield, Town of	272	
Plaislow, Town of	273	
Plymouth School District	744	48
Plymouth Village Water & Sewer District	559	
Plymouth, Town of	274	
Polaris Charter School	1214	
Portsmouth Housing Authority	572	
Portsmouth, City of	275	
Precinct/Haverhill Corner	544	
Profile School District	857	35
Prospect Mountain High School	952	301
Randolph, Town of	276	
Raymond School District	933	33
Raymond, Town of	277	
Richmond, Town of	278	

Rindge, Town of	279	
Rochester Housing Authority	441	
Rochester School District	901	54
Rochester, City of	280	
Rockingham Regional Planning Commission	563	
Rollinsford School District	801	56
Rollinsford Water & Sewer District	442	
Rollinsford, Town of	281	
Roxbury, Town of	282	
Rumney School District	745	48
Rumney, Town of	283	
Rye Beach Village District	453	
Rye School District	799	50
Rye Water District	443	
Rye, Town of	284	
Salem Housing Authority	521	
Salem School District	773	57
Salem, Town of	285	
Salisbury, Town of	286	
Sanborn Regional School District	934	17
Sanbornton, Town of	287	
Sandown, Town of	288	
Sandwich, Town of	289	
SAU 2 Office	810	2
SAU 6 Office	935	6
SAU 7 Office	817	7
SAU 9 Office	936	9
SAU 13 Office	837	13
SAU 15 Office	937	15
SAU 16 Office	788	16
SAU 19 Office	748	19
SAU 20 Office	749	20
SAU 21 Office	841	21
SAU 23 Office	750	23
SAU 24 Office	826	24
SAU 29 Office	751	29
SAU 34 Office	865	34
SAU 35 Office	938	35
SAU 39 Office	808	39
SAU 41 Office	835	41

SAU 46 Office	753	46
SAU 48 Office	754	48
SAU 50 Office	800	50
SAU 53 Office	755	53
SAU 58 Office	830	58
SAU 61 Office	787	61
SAU 64 Office	941	64
SAU 67 Office	869	67
SAU 70 Office	845	70
SAU 71 Office	961	71
Seabrook Beach Village District	448	
Seabrook School District	843	21
Seabrook, Town of	290	
Seacoast Charter School	1201	
Shaker Regional School District	757	80
Sharon, Town of	291	
Shelburne, Town of	292	
Somersworth Housing Authority	533	
Somersworth School District	784	56
Somersworth, City of	293	
Souhegan Cooperative School District	778	39
Souhegan Regional Landfill District	590	
South Hampton School District	844	21
South Hampton, Town of	294	
South Main Street Water District	469	
Southeast Regional Refuse Dist 53-B	536	
Southern New Hampshire Planning Commission	525	
Southwest New Hampshire District Fire Mutual Aid	538	
Southwest Region Planning Commission	566	
Springfield, Town of	295	
Stark School District	831	58
Stark, Town of	297	
Stewartstown School District	790	7
Stewartstown, Town of	298	
Stoddard School District	854	24
Stoddard, Town of	310	
Strafford County	605	
Strafford County Conservation District	465	
Strafford Regional Planning Commission	562	
Strafford School District	944	105

Strafford, Town of	299	
Stratford School District	832	58
Stratford, Town of	300	
Stratham School District	821	16
Stratham, Town of	301	
Strong Foundations Charter School	1213	
Sugar Hill, Town of	302	
Sullivan County	606	
Sullivan School District	964	96
Sullivan, Town of	303	
Sunapee School District	955	85
Sunapee, Town of	304	
Surry School District	965	91
Surry, Town of	305	
Sutton, Town of	306	
Swains Lake Village District	552	
Swanzey, Town of	307	
Tamworth School District	836	13
Tamworth, Town of	308	
Temple, Town of	309	
Thornton School District	758	48
Thornton, Town of	320	
Tilton Northfield Fire	567	
Tilton, Town of	311	
Tilton-Northfield Water District	585	
Tilton & Northfield Aqueduct Co., Inc	467	
Timberlane Regional School District	775	106
Troy Water/Sewer Department	582	
Troy, Town of	312	
Tuftonboro, Town of	313	
Unity School District	945	6
Unity, Town of	314	
Upper Valley Lake Sunapee Regional Planning Commission	570	
Village District of Eastman	501	
Village District of Eidelweiss	502	
Wakefield School District	946	64
Wakefield, Town of	315	
Walpole, Town of	316	
Warner Village Water District	513	
Warner, Town of	317	

Warren School District	767	23
Warren, Town of	318	
Washington School District	862	34
Washington, Town of	319	
Waterville Estates Village District	580	
Waterville Valley School District	947	48
Weare School District	759	24
Weare, Town of	321	
Webster, Town of	322	
Wentworth School District	760	48
Wentworth, Town of	330	
Westmoreland School District	761	29
Westmoreland, Town of	324	
White Mountains Regional School District	811	36
Whitefield, Town of	325	
Wilmot, Town of	326	
Wilton, Town of	327	
Wilton-Lyndeborough Cooperative School District	763	63
Winchester School District	948	94
Winchester, Town of	328	
Windham School District	771	95
Windham, Town of	329	
Windsor School District	863	34
Windsor, Town of	323	
Winnacunnet Cooperative School District	806	21
Winnisquam Regional School District	764	59
Wolfeboro, Town of	331	
Woodstock, Town of	332	
Woodsville Fire District	515	
Woodsville Water & Light Department	516	

Member Name	Program Number	Coverage Provided Under:
Milan & Dummer Ambulance Service	238	Milan, Town of



Schedule of Not-for-Profit Corporations
Workers' Compensation Program
As of July 1, 2022

Member Name	Member Number
North Country Education Services	953
Tilton & Northfield Aqueduct Co., Inc.	467
Wilmot Volunteer Fire Company	589