



Special Districts Insurance Services
Liability Coverage Document

Effective January 1, 2020

LIABILITY COVERAGE DOCUMENT

This Liability Coverage Document sets forth the coverages afforded **Participants** by the Special Districts Insurance Services Trust (hereafter referred to as “the **Trust**”) pursuant to its Trust Agreement, Bylaws, and Rules.

The Special Districts Association of Oregon formed the **Trust**, a jointly established self-insurance program, so its members could avoid the vagaries of an ever changing insurance market. As a **Trust** member, the **Named Participant** and its fellow **Trust** members contribute to a common fund, from which the **Trust** indemnifies covered losses sustained by **Trust** members. Generally, all **Trust** members share in the cost of indemnifying losses sustained by other **Trust** members, including the **Named Participant**. The **Named Participant** agrees, therefore, to make every reasonable effort to mitigate the amount of damage or loss sustained in the event of a covered loss. Examples of mitigation commonly include contacting the **Trust** immediately following a loss, cooperating with the **Trust** in a timely and efficient manner, and using internal resources to handle the extra work created by a loss. Mitigation also requires working with the **Trust** to resolve claims in a manner consistent with the best interests of the **Trust** and the **Named Participant**.

A **Named Participant** must be a member, or associate member, of the Special Districts Association of Oregon before coverage will be provided hereunder. Defined terms appear in boldface type.

Various provisions in this policy restrict coverage. Read the entire **Coverage Document** carefully to determine the **Participant**'s rights, duties, and what is and is not covered.

I. COVERAGE AGREEMENTS

In consideration of the contribution made, and subject to the terms, exclusions, conditions, limitations, and definitions hereinafter mentioned, the **Trust** will pay on behalf of a **Participant** those sums which the **Participant** shall be legally obligated to pay as **Damages** to the extent as follows:

Coverage A: Liability for **Damages** resulting from **Bodily Injury, Personal Injury, or Property Damage** arising from an **Occurrence** that takes place during the **Coverage Period**.

Coverage B: Liability for **Damages** arising from a **Wrongful Act** that takes place during the **Coverage Period**.

Coverages A and B and Additional Coverages apply to **Bodily Injury, Property Damage, Personal Injury, Occurrences, or Wrongful Acts(s)** only if:

- A. The **Occurrence** or the **Wrongful Act(s)** takes place in the **Coverage Territory**.
- B. The **Occurrence** or **Wrongful Act(s)** takes place during the **Coverage Period**. If prior to the **Coverage Period** the **Participant** knew or reasonably should have known the **Occurrence** or **Wrongful Act** would take place in the **Coverage Period**, then the **Occurrence** or **Wrongful Act** and any continuation, change, or resumption of such **Occurrence** or

Wrongful Act(s) during or after the **Coverage Period** will be deemed to have been known and taken place prior to the **Coverage Period** and will not be covered hereunder.

DEFENSE

Solely with respect to any **Claim** which is covered under Coverages A and B above, and the Additional Coverages for which **Damages** are provided:

The **Trust** shall have the right and duty to defend any **Suit or Action** against a **Participant** seeking **Damages** on account of liability covered by Coverages A, B, and the Additional Coverages for which **Damages** are provided - even if any or all of the allegations of the **Suit or Action** are groundless, false, or fraudulent, and to make any such investigation and settlement of any **Suit, Action, or Claim** (whether or not a **Suit or Action** has been filed) it deems expedient. The duty to defend any **Suit or Action** shall terminate, except as provided hereafter, when such **Suit or Action** ceases to seek covered **Damages** against the **Participant**. The **Trust** shall not be obligated to pay any **Claim**, judgment, or settlement, or to defend any **Suit or Action**, after either the applicable **Per Occurrence Limit of Liability**, the applicable **Per Wrongful Act Limit of Liability**, or the **Annual Aggregate Limit of Liability** has been exhausted.

The **Trust** has no duty to defend until such time as the **Participant** has provided notice to the **Trust**, as provided in Section VI. Conditions, Subsection N., and the **Trust** shall have no obligation to pay any sum for fees, expenses, or costs incurred for the defense of a **Participant** prior to such notice, nor shall the **Trust** have any obligation to indemnify for any settlement, judgment, or other claim resolution entered prior to notice to the **Trust**.

SUPPLEMENTARY PAYMENTS

Solely with respect to any **Claim** which is covered under Coverages A and B above, in which the **Trust** defends, the **Trust** will pay the following Supplementary Payments:

- A. All expenses including **Defense Costs** the **Trust** incurs.
- B. The bond premium costs incurred by the **Trust** to obtain bonds to release attachments in any **Suit or Action** against a **Participant** which the **Trust** defends, but only for bond amounts for covered **Claims** within the applicable **Per Occurrence Limit of Liability** or the applicable **Per Wrongful Act Limit of Liability**. The **Trust** does not have to apply for or furnish these bonds.
- C. All reasonable expenses incurred by the **Participant**, at the **Trust's** request, to assist the **Trust** in the investigation or defense of the **Claim, Suit, or Action**, including the actual loss of earnings up to \$300 per day because of time off work.
- D. All costs taxed against the **Participant** in the **Suit or Action**.

- E. Prejudgment interest awarded against the **Participant** on any part of the judgment the **Trust** pays. If the **Trust** makes an offer to pay the applicable **Per Occurrence Limit of Liability** or the applicable **Per Wrongful Act Limit of Liability**, it will not pay any prejudgment interest based on that period of time after the offer.
- F. All interest on the portion of any judgment which is covered under this **Coverage Document**, that accrues after entry of the judgment and before the **Trust** has paid, offered to pay, or deposited in court the part of the judgment that is within the applicable **Per Occurrence Limit of Liability** or the applicable **Per Wrongful Act Limit of Liability**.

These Supplementary Payments will not reduce the **Per Occurrence Limit of Liability** or the **Per Wrongful Act Limit of Liability**.

II. DEDUCTIBLE(S)

- A. Where there is a **Deductible(s)** shown on the **Declarations**, it is to be applied per **Occurrence** or **Wrongful Act**, regardless of the number of **Occurrences** or **Wrongful Acts** that take place during the **Coverage Period**. The **Trust** may pay **Claims** without application of the **Deductible(s)**. If the **Trust** requests reimbursement of the **Deductible** after paying the full amount of a **Claim**, settlement, or judgment, the **Named Participant** shall reimburse the **Trust** for any **Deductible(s)** within thirty (30) calendar days.
- B. The **Deductible(s)** will apply only to the actual **Damages** paid to a claimant. Actual **Damages** will include all settlement amounts paid to a claimant.
- C. Payment of **Defense Costs** incurred will not be included within the **Deductible(s)**.
- D. Notwithstanding any **Deductible** stated in the **Declarations**, and except as provided herein, the **Participant** is responsible for the first \$25,000 of any **Damages** paid by the **Trust** on behalf of the **Participant** with respect to any **Claims** arising out of adverse termination of employment, demotion, non-renewal, or suspension without pay and benefits of any **Employee** of the **Named Participant**. However, the **Participant** will not be responsible for the first \$25,000 if the **Participant** has contacted the **Trust**, or legal counsel approved in advance by the **Trust**, before such termination or suspension of employment, and the **Participant** has followed all reasonable advice provided to the **Participant** by the **Trust** or such approved legal counsel with respect to such termination or suspension of employment.

If a **Deductible** of \$25,000 or greater is shown on the **Declarations**, then the **Deductible** shown on the **Declarations** will apply and the **Deductible** will not be waived for any reason.

- E. When an **Employee** is terminated before the expiration of an employment

contract that requires payment of a severance for early termination, and the terminated **Employee** is later due **Damages** as a result of any **Claim** in any way related to termination, the **Named Participant** will pay the severance amount stated in the employment contract before any coverage under this **Coverage Document** will apply. Payment of such severance will be in addition to payment of any **Deductible** attributable to the **Claim**. This provision only applies if the **Named Participant** does not pay the severance under the employment contract prior to assertion of the **Claim**. This provision does not apply to a union contract.

- F. In addition to any **Deductible** stated in the **Declarations**, a \$10,000 deductible applies to accidental **Property Damage** arising from a fire that is intentionally set by a **Named Participant** for a training exercise or demolition of a structure, unless the **Trust** finds, in its sole discretion, that the **Named Participant** documents and demonstrates satisfactorily that it followed guidelines established by the Oregon State Fire Marshal's Office or the Board on Public Safety Standards and Training (BPSST).

III. ADDITIONAL COVERAGES

These Additional Coverages are provided by the **Trust** to a **Participant**. Unless otherwise indicated in this Section III, any amounts paid under these Additional Coverages are included in, subject to, and not in any event in addition to, the **Per Occurrence Limit of Liability**, the **Per Wrongful Act Limit of Liability**, and the **Annual Aggregate Limit of Liability** stated on the **Declarations**. All other terms, conditions, exclusions, and definitions of this **Coverage Document** apply to the Additional Coverages unless otherwise expressly indicated. As a condition precedent to these Additional Coverages the **Participant** must provide notice to the **Trust** as provided in Section VI. Conditions, Subsection N., of this **Coverage Document**, and the **Trust** has no obligation for any **Defense Costs** incurred by the **Participant** or **Damages** paid by the **Participant** prior to such notice. Any titles referenced within this Section III. Additional Coverages are inserted solely for convenience of reference and shall not be deemed in any way to limit, expand, or affect the Additional Coverage to which they relate.

Additional Coverage 1: ETHICS COMPLAINT DEFENSE COSTS

Notwithstanding Exclusion AL, the **Trust** will reimburse a **Participant** for **Defense Costs** incurred by the **Participant** in the successful defense of administrative complaints before the Oregon Government Ethics Commission (Ethics Complaints) arising from an **Occurrence** or **Wrongful Act** that takes place during the **Coverage Period** as provided herein:

1. \$2,500 is the most the **Trust** will pay under this Additional Coverage 1 for all **Defense Costs** incurred as a result of all **Occurrences** or **Wrongful Acts** that occur during the **Coverage Period**. Once the **Trust** pays \$2,500 under this Additional Coverage 1, it has no further obligation under this Additional Coverage 1 to pay for **Defense Costs**, regardless of the number of **Participants**, **Occurrences**, **Wrongful Acts**, administrative hearings, **Claims**, **Suits**, or **Actions**, and regardless of whether the administrative proceeding is resolved during the **Coverage Period**.

2. The **Trust** has no obligation to pay the **Defense Costs** if the Participant does not prevail in the administrative complaint proceeding before the Oregon Government Ethics Commission. The **Trust** has no obligation to reimburse the **Participant** for **Defense Costs** until final resolution of the complaint in favor of the **Participant** and upon receipt by the **Trust** of adequate documentation reflecting the **Defense Costs** incurred.
3. This Additional Coverage 1 applies only to the cost of defending complaints filed with the Oregon Government Ethics Commission against a **Participant** arising out of alleged conduct within the course and scope of the **Participant's** duties to the **Named Participant**. This Additional Coverage 1 does not cover fines, penalties, **Damages**, or any other liability imposed.
4. The **Trust** will have no obligation to reimburse for **Defense Costs** under this Additional Coverage 1 unless the **Participant** notifies the **Trust** of a complaint within thirty (30) calendar days of first communication from the Oregon Governmental Ethics Commission. Such notice must be provided as set forth in Section VI. Conditions, Subsection N., of this **Coverage Document**, and the **Trust** has no obligation for any **Defense Costs** incurred prior to such notice.
5. The **Trust** will be subrogated, to the extent of any payments made under this Additional Coverage 1, to any amounts recoverable by the **Participant** from other collectible insurance or pursuant to ORS 244.400, or any other subrogation remedy.

Additional Coverage 2: EEOC/BOLI DEFENSE COSTS

Notwithstanding Exclusion AM, the **Trust** will pay the **Defense Costs** incurred by the **Participant** in administrative proceedings under ORS Chapter 659 before the State of Oregon Bureau of Labor & Industries ("BOLI") or the U.S. Equal Employment Opportunity Commission ("EEOC") arising from an **Occurrence** or **Wrongful Act** that takes place during the **Coverage Period** as provided herein:

1. This Additional Coverage 2 only applies to **Defense Costs**. The **Trust** has no obligation to pay any penalties or fines which may be assessed by BOLI or EEOC against the **Participant** under this Additional Coverage 2. This Additional Coverage 2 does not apply to unemployment compensation **Claims** or **Claims** that are subject to Exclusions G, H and Q of this **Coverage Document**.
2. The **Trust's** obligation to pay the **Defense Costs** is conditioned upon the **Participant** using an attorney selected by the **Trust**. In the **Trust's** sole discretion, such attorney may be an attorney from within the Special Districts Association of Oregon or it may be an attorney at a private law firm. The **Trust** has no obligation to pay **Defense Costs** under this Additional Coverage 2 for legal fees charged by an attorney that was not selected by the **Trust**.

3. The **Trust** will be subrogated, to the extent of any payments made under this Additional Coverage 2, to any amounts recoverable by the **Participant** from other collectible insurance or pursuant to ORS 244.400, or any other subrogation remedy.

Additional Coverage 3: LIMITED POLLUTION COVERAGE

Notwithstanding Exclusion K, the **Trust** will pay **Damages** arising from **Claims** for **Bodily Injury** or **Property Damage** caused by an **Occurrence**, including a reimbursement of **Defense Costs** associated therewith, and any resulting cleanup expenses required by a regulatory authority, arising from a sudden and accidental discharge, dispersal, release, or escape of **Pollutants** from or on the **Named Participant's** premises or as a result of operations performed by or on behalf of the **Named Participant** that takes place during the **Coverage Period**. This Additional Coverage 3 is subject to the following provisions:

1. \$250,000 is the most the **Trust** will pay under this Additional Coverage 3 for all **Damages** and **Defense Costs** and clean-up costs incurred as a result of all **Occurrences** that take place during the **Coverage Period**. Once the **Trust** pays \$250,000 under this Additional Coverage 3, it has no further obligation under this Additional Coverage 3 to pay for **Damages** or **Defense Costs**, regardless of the number of **Claims**, properties, **Participants**, **Occurrences**, administrative hearings, **Claims**, **Suits**, or **Actions**, and regardless of whether the administrative proceeding is resolved during the **Coverage Period**.
2. This Additional Coverage 3 only relates to sudden and accidental discharge, dispersal, release or escape of **Pollutants** that ends within 72 hours after such discharge, dispersal, release, or escape commences. This Additional Coverage 3 does not relate to discharge, dispersals, release, or escape of **Pollutants** that takes place over the course of weeks or months or more. However, if a sudden and accidental event that triggers this Additional Coverage 3 results in continuing discharge, dispersal, release, or escape of **Pollutants**, all such related or resulting discharge, dispersal, release, or escape will be deemed to take place the first time of any discharge, dispersal, release or escape, regardless of the number of **Pollutants** involved. The first sudden or accidental discharge, dispersal, release, or escape of the **Pollutants** must take place during the **Coverage Period** for this Additional Coverage 3 to apply.
3. This Additional Coverage 3 only applies if the **Participant** gives written notice to the **Trust** of such sudden and accidental discharge, dispersal, release or escape of **Pollutants** within 30 days of when the **Participant** knew, or reasonably should have known, of the sudden and accidental discharge, dispersal, release or escape of **Pollutants**. Such notice must be in compliance with Section VI (Conditions), Subsection N of this **Coverage Document**. The **Trust** has no obligation under this Additional Coverage 3 if the **Participant**

fails to give such 30-day notice. Such 30-day notice is a condition to coverage under this Additional Coverage 3, regardless of whether the **Participant** knew, or should have known, of a **Claim, Suit or Action**, or administrative action within that 30-day notice timeframe.

4. Amounts paid under this Additional Coverage 3 count toward the **Annual Aggregate Limit of Liability**. The **Trust** has no obligation to pay under this Additional Coverage 3 once the **Annual Aggregate Limit of Liability** has been exhausted from **Claims** under Coverage A, Coverage B, this Additional Coverage 3, or any of the other Additional Coverages.
5. The \$250,000 limit under this Additional Coverage 3 will be reduced by any amounts paid under any other coverage provided by the Trust.
6. This Additional Coverage 3 does not apply to any coverage provided under Additional Coverage 9: Applicators Pollution Coverage.

Additional Coverage 4: INJUNCTIVE RELIEF DEFENSE COSTS

Notwithstanding Exclusion AG, the **Trust** will reimburse the **Named Participant** for **Defense Costs** incurred in defending the **Named Participant** against a **Suit or Action** for **Injunctive Relief** or declaratory relief arising from an **Occurrence** or **Wrongful Act** that takes place during the **Coverage Period**, subject to the following:

1. \$25,000 is the most the **Trust** will pay under this Additional Coverage 4 for all **Defense Costs** incurred by a **Participant** as a result of all **Occurrences** or **Wrongful Acts** that take place during the **Coverage Period**. Once the **Trust** pays \$25,000, for **Defense Costs** incurred by a **Participant**, under this Additional Coverage 4, it has no further obligation under this Additional Coverage 4 to pay for **Defense Costs** incurred by any claimants, **Participant** under this **Coverage Document**, regardless of the number of **Participants**, **Occurrences**, **Wrongful Acts**, administrative hearings, **Claims**, **Suits** or **Actions**, and regardless of whether the administrative proceeding is resolved during the **Coverage Period**.
2. A request for **Injunctive Relief** or declaratory relief may arise from a single **Occurrence**, **Wrongful Act**, administrative hearing, **Claim**, **Suit** or **Action** that is asserted against a **Participant** under this **Coverage Document**, as well as against one or more **Participants** under other liability coverage documents issued by the **Trust**. Subject to the \$25,000 limit set forth in paragraph 1, above, \$100,000 is the most the **Trust** will pay under for all **Defense Costs** incurred in connection with such single **Occurrence**, **Wrongful Act**, administrative hearing, **Claim**, **Suit** or **Action**, regardless of the number of **Participants** and the number of liability coverage documents issued by the **Trust** that apply. Subject to the \$25,000 limit in paragraph 1, above, once the **Trust** pays \$100,000 for

Defense Costs incurred by all such **Participants** under multiple liability coverage documents issued by the **Trust** for **Injunctive Relief** or declaratory relief arising from a single **Occurrence, Wrongful Act**, administrative hearing, **Claim, Suit** or **Action**, the **Trust** has no further obligation to pay for any further **Defense Costs** related to the request for **Injunctive Relief** or declaratory relief. When this paragraph 2 applies because coverage is triggered under more than one liability coverage document, the **Trust** will pay for the respective **Participants' Defense Costs** on a pro rata basis and the **Trust** has sole discretion concerning the method and timing of payment.

3. This Additional Coverage 4 only applies to **Defense Costs**. The **Trust** has no obligation to pay for the cost of complying with the **Injunctive Relief** or declaratory relief, penalties, or fines which may be assessed as part of the **Injunctive Relief** or declaratory relief. The **Trust** has no obligation under this Additional Coverage 4 to pay for the cost of any bond or similar security.
4. This Additional Coverage 4 is not applicable to a **Suit or Action** seeking **Damages** that are covered under Coverage A or Coverage B and are not excluded under Exclusion AG.

Additional Coverage 5: CRIMINAL DEFENSE COST REIMBURSEMENT

Notwithstanding Exclusion S, the **Trust** will reimburse **Defense Costs** in the criminal defense of a **Participant** criminally charged in the death or injury of a non-**Participant** as provided herein:

1. This Additional Coverage 15 applies only to the criminal defense of a **Participant** while acting within the scope of their employment or duties on behalf of the **Named Participant**. This Additional Coverage 15 does not cover fines, penalties or **Damages**.
2. This Additional Coverage 15 applies to the criminal defense of a **Participant** only if the governing body of the **Named Participant** agrees to provide the defense.
3. The most the **Trust** will pay under this Additional Coverage 15 shall be limited to \$100,000 for any one **Named Participant** in any one **Coverage Period**.
4. The most the **Trust** will pay under this Additional Coverage 15 for all SDIS Members covered by the **Trust** in any one **Coverage Period** is \$500,000 in the aggregate. Once the total cost of claims submitted to the **Trust** reached \$500,000, the **Trust** will no longer pay **Claims** under this Additional Coverage 15.
5. Reimbursement payments for **Defense Costs** will be made upon receipt by the **Trust** of documentation, sufficient to the **Trust** in the **Trust's** sole discretion, to show that:

- a. The legal fees/expenses were actually incurred; and
- b. Majority approval of the **Named Participant's** Board of Directors to provide the criminal defense.

Additional Coverage 6: PREMISES MEDICAL EXPENSE

Notwithstanding Exclusion J, with the **Named Participant's** approval, the **Trust** will pay reasonable medical expenses to an injured claimant for injuries sustained to guests on the premises owned or occupied by the **Named Participant** arising from an **Occurrence** that takes place during the **Coverage Period**. Payment of such **Claims** is subject to the following provisions:

1. \$5,000 is the most the **Trust** will pay under this Additional Coverage 6 as a result of all **Occurrences** that occur during the **Coverage Period**. Once the **Trust** pays \$5,000 under this Additional Coverage 6, it has no further obligation under this Additional Coverage 6 to pay for reasonable medical expenses, regardless of the number of **Participants, Occurrences, guests, injuries, Claims, Suits or Actions**.
2. The medical expenses must be incurred and reported to the **Trust** within one year from the date of the **Occurrence**. Such report to the **Trust** must be in compliance with the notice provision of Section VI (Conditions), Subsection N of this **Coverage Document**.
3. The medical expenses must be incurred to address the injury caused by the **Occurrence**.

This coverage will not apply to:

- a. Any **Employee** of the **Named Participant**.
- b. Any person hired to do work on behalf of the **Named Participant** or any tenant of the **Named Participant**.
- c. Any person who normally occupies the premises upon which the **Occurrence** took place.
- d. Any person who qualifies for Workers' Compensation benefits under any state or federal law.
- e. An individual injured while taking part in athletics.

Additional Coverage 7: SEXUAL MOLESTATION

Notwithstanding Exclusion AJ, this **Coverage Document** provides coverage for a **Participant** as a result of vicarious or other indirect liability

of the **Participant** for acts of other **Participants** for **Damages** for **Bodily Injury, Personal Injury** caused by an **Occurrence**, or injury caused by a **Wrongful Act** resulting from **Sexual Molestation** which takes place during the **Coverage Period**. This Additional Coverage 7 does not apply to liability of a **Participant** accused of, or found liable for, directly committing **Sexual Molestation**. If the **Sexual Molestation** did not take place during the **Coverage Period**, this Additional Coverage 7 does not apply, regardless of whether the resulting **Bodily Injury, Personal Injury**, or injury resulting from a **Wrongful Act** takes place during the **Coverage Period**. In the event of repeated or continuous acts of **Sexual Molestation**, the **Sexual Molestation** will be deemed to take place during the **Coverage Period** at the time of the initial **Sexual Molestation** while the **Named Participant** is covered by the **Trust**, and all such **Sexual Molestation** and resulting **Bodily Injury, Personal Injury**, or injury caused by a **Wrongful Act**, will be deemed to be one **Occurrence**, or only one **Wrongful Act**, and only one **Per Occurrence Limit of Liability** or **Per Wrongful Act Limit of Liability** will apply, whether committed by the same **Participant** or two or more **Participants** acting in concert and without regard to:

1. the number of incidents of **Sexual Molestation** taking place thereafter;
2. the number of victims of **Sexual Molestation**;
3. the locations where the **Sexual Molestation** took place; or
4. the **Trust's Coverage Periods** over which the **Sexual Molestation** took place.
5. The number of breaches of legal obligation arising out of any **Sexual Molestation**, or suspected **Sexual Molestation**, or suspected or threatened **Sexual Molestation**, or breach of duty to any person who was sexually molested.

In the case where the **Named Participant** is required by statute to provide a defense to the accused **Participant** in a criminal proceeding and, on that basis, provides a defense to the accused **Participant**, the **Trust** will reimburse the **Named Participant** for the amount of the **Defense Costs** it pays for the defense of the accused **Participant(s)**. However, the **Trust** will not reimburse the **Named Participant** for **Defense Costs** incurred by the **Named Participant** to defend the accused **Participant** after the accused **Participant(s)** is convicted of, or pleads guilty or no contest to, the crime from which the **Claim of Sexual Molestation** arose.

In any event, the **Bodily Injury** or **Personal Injury** must be caused by an **Occurrence** or injury caused by a **Wrongful Act** resulting in a **Sexual Molestation Claim** and the **Occurrence** must take place in the **Coverage Territory** for this Additional Coverage 7 to apply.

If the **Claim** involves an **Occurrence** and a **Wrongful Act**, this Additional Coverage 7 is subject to the **Per Occurrence Limit of Liability** or the **Per Wrongful Act Limit of Liability**, whichever is higher. In no event will the **Trust** be obligated to pay more than the **Per Occurrence Limit of Liability** or the **Per Wrongful Act Limit of Liability**, whichever is higher, regardless of the number of **Participants, Occurrences, Wrongful Acts, injuries, Claims, Suits or Actions**. The **Trust** will not pay more than the **Annual Aggregate Limit of Liability** under this **Coverage Document**.

Additional Coverage 8: FUNGAL PATHOGENS (MOLD) DEFENSE COSTS

Notwithstanding Exclusion AA, this **Coverage Document** will provide reimbursement up to \$100,000 per **Occurrence** for **Defense Costs** incurred during the **Coverage Period** for **Bodily Injury, Personal Injury, or Property Damage Claims** arising directly or indirectly out of, resulting from, caused by, or contributed to by any **Fungal Pathogens**. This **Defense Cost** coverage does not include any coverage for **Damages** arising out of such **Claims**.

1. \$100,000 is the most the **Trust** will pay under this Additional Coverage 8 for all **Defense Costs** incurred as a result of all **Occurrences** that occur during the **Coverage Period**. Once the **Trust** pays \$100,000 under this Additional Coverage 8, it has no further obligation under this Additional Coverage 8 to pay for **Defense Costs**, regardless of the number of **Participants, Occurrences, Claims, Suits, or Actions**.
2. Additional Coverage 8 does not apply to provide coverage for reimbursement of **Defense Costs** for any **Claim** for damage to the **Named Participant's** own property or property in the possession or control of the **Named Participant**.

Additional Coverage 9: APPLICATORS POLLUTION COVERAGE

Notwithstanding Exclusion K, this **Coverage Document** will provide reimbursement for **Defense Costs, Supplementary Payments**, cleanup expenses, or any other payment or expense incurred, and **Participant's** liability for **Property Damage** arising out of **Participant's** use of pesticides, herbicides, or fungicides in the scope of the **Participant's** duties, provided each of the following conditions are met:

1. The usage meets all standards of any statutes, ordinances, regulations, or license requirements of any federal, state, or local government pertaining to such use; and
2. The person or entity applying the pesticide, herbicide, or fungicide is licensed to do so and is acting within the scope of such license.

The limit of liability of the **Trust** under this Additional Coverage 9

shall not exceed \$50,000 for each **Occurrence**, and in the aggregate, for any and all **Occurrences** during any one **Coverage Period**. Once the **Trust** pays \$50,000 under this Additional Coverage 9, it has no further obligation to pay for **Damages**, cleanup expenses, **Defense Costs**, **Supplementary Payments**, or any other payment or expense incurred with respect thereto, whether or not incurred within the **Coverage Period**.

Additional Coverage 10: LEAD SUBLIMIT DEFENSE COSTS

Notwithstanding Exclusion AD, this **Coverage Document** will provide reimbursement for **Defense Costs** for a **Participant's** liability for **Bodily Injury** or **Personal Injury** arising out of a **Participant's** handling of lead containing materials in the scope of the **Participant's** duties, subject to the following:

1. The limit of liability of the **Trust** under this Additional Coverage 10 shall not exceed \$50,000 each **Occurrence**, and in the aggregate, for any and all **Occurrences** during any one **Coverage Period**; and
2. The most the **Trust** will pay under this Additional Coverage 10 for all members of the **Trust** that are covered by the **Trust** in any one **Coverage Period** is \$200,000 in the aggregate. Once the total cost of **Claims** submitted to the **Trust** reaches \$200,000, the **Trust** will no longer pay **Claims** under this Additional Coverage 10 for any member of the **Trust**.

Additional Coverage 11: EMPLOYER'S LIABILITY COVERAGE

Notwithstanding Exclusion H, the **Trust** agrees to pay **Defense Costs** and all sums the **Named Participant** legally must pay as **Damages** because of **Bodily Injury**, including resulting death, to the **Named Participant's Employees**, provided the **Bodily Injury** is covered by this Employer's Liability coverage and the **Bodily Injury** results from an **Occurrence** that takes place during the **Coverage Period**. This Employer's Liability coverage is secondary to any coverage provided by the **Named Participant's** workers' compensation insurer.

The **Damages** the **Trust** will pay under this Additional Coverage 11, where recovery is permitted by law, include **Damages**:

1. For which the **Named Participant** is liable to a third party by reason of a **Claim** or suit against the **Named Participant** by that third party to recover the **Damages** claimed against such third party as a result of injury to the **Named Participant's Employee**; and
2. 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 the **Named Participant**); and

3. Because of **Bodily Injury** to the **Named Participant's Employee** that arises out of and in the course of employment, claimed against the **Named Participant** in a capacity other than as employer.

The **Trust's** obligation to pay the **Defense Costs** under this Additional Coverage 11 is conditioned upon the **Named Participant** using an attorney selected by the **Trust**. In the **Trust's** sole discretion, such attorney may be an attorney from within the Special Districts Association of Oregon or it may be an attorney at a private law firm. The **Trust** has no obligation under this Additional Coverage 11 to pay or reimburse for **Defense Costs** incurred by the **Named Participant** with an attorney that was not selected by the **Trust**.

Coverage under this Additional Coverage 11 is conditioned on the following:

1. The **Bodily Injury** must be caused by an **Occurrence** that takes place during the **Coverage Period**;
2. The **Bodily Injury** must arise out of and in the course of the injured **Employee's** employment, including any volunteer, by the **Named Participant**;
3. The employment must be necessary or incidental to the **Named Participant's** work in the state of Oregon;
4. **Bodily Injury** by disease must be caused or aggravated by the conditions of the **Named Participant's** employment. The **Employee's** last day of last exposure to the conditions causing or aggravating such bodily injury by disease must happen during the **Coverage Period**;
5. If the **Named Participant** is 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, Puerto Rico, and Canada.

Employer's Liability Coverage under this Additional Coverage 11 does not cover:

1. Liability assumed under a contract. This exclusion does not apply to a warranty that work will be done in a workmanlike manner;
2. Punitive or exemplary damages;
3. **Bodily Injury** to an **Employee**, while employed in violation of law with a **Named Participant's** actual knowledge or the actual knowledge of any of its executive officers;
4. **Bodily Injury** intentionally caused or aggravated by the **Named Participant**;
5. **Bodily Injury** occurring outside the United States of America, its

territories or possessions, Puerto Rico, and Canada;

6. **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;
7. **Bodily Injury** to any person during work subject to the Longshore and Harbor Workers' Compensation Act (33 USC Sections 901-950), the Nonappropriated Fund Instrumentalities Act (5 USC Sections 8171-8173), the Outer Continental Shelf Lands Act (43 USC Sections 1331-1356), the Defense Base Act (42 USC Sections 1651-1654), the Federal Coal Mine Health and Safety Act of 1969 (30 USC Sections 901-942), Migrant and Seasonal Agricultural Worker Protection Act (29 U.S.C. §§ 1801 et seq.), Federal Employer's Liability Act (45 U.S.C. §§ 54 et seq.), any other federal workers or workmen's compensation law, or other federal occupational disease law, or any amendments to these laws;
8. **Bodily Injury** to any person in work subject to the Federal Employers' Liability Act (45 USC Sections 51-60), any other federal laws obligating an employer to pay damages to an employee due to **Bodily Injury** arising out of or in the course of employment, or any amendments to those laws;
9. **Bodily Injury** to a master or member of the crew of any vessel;
10. Fines or penalties imposed for violation of any governmental, federal, state, county, city, or municipality law; and
11. **Damages** payable under the Migrant and Seasonal Agricultural Worker Protection Act (29 USC Sections 1801-1872) and under any other federal law awarding damages for violation of those laws or regulations issued thereunder, and any amendments to those laws.

The **Trust** has the right and duty to defend, at the **Trust's** expense, any **Claim**, proceeding, or suit against a **Named Participant** for **Damages** payable by this Employer's Liability Coverage. The **Trust** has the right to investigate and settle these **Claims**, proceedings, and suits.

The **Trust** has no duty to defend a **Claim**, proceeding, or suit under this Additional Coverage 11 that is not covered by this employer's liability coverage. The **Trust** has no duty to defend or continue defending or to pay **Damages** under this Additional Coverage 11 after the **Trust** has paid the applicable **Per Occurrence Limit of Liability**. The **Trust** will not pay more than the **Annual Aggregate Limit of Liability** under this **Coverage Document**.

Additional Coverage 12: LIMITED MARINE SALVAGE EXPENSE
COVERAGE

The **Trust** will pay **Marine Salvage** expenses for which the **Named Participant** is not liable for **Damages**, but is required by a state or federal regulatory authority to incur costs to remove a sunken watercraft, which sinks for sudden and accidental reasons, during the **Coverage Period** and which interferes with the **Named Participant's** waterway. This Additional Coverage 12 is subject to the following provisions:

1. \$250,000 is the most the **Trust** will pay under this Additional Coverage 12 for all expenses incurred by the **Named Participant** arising from all **Marine Salvage** activities that take place during the **Coverage Period**. Once the **Trust** pays \$250,000 under this Additional Coverage 12, it has no further obligation under this Additional Coverage 12 to pay for **Marine Salvage** expenses.
2. This Additional Coverage 12 only applies if the **Participant** gives written notice to the **Trust** of such sudden and accidental sinking within 30 days of when the **Participant** knew, or reasonably should have known, of the sudden and accidental sinking. Such notice must be in compliance with Section VI (Conditions), Subsection N of this **Coverage Document**. The **Trust** has no obligation under this Additional Coverage 12 if the **Participant** fails to give such 30-day notice. Such 30-day notice is a condition to coverage under this Additional Coverage 12, regardless of whether the **Participant** knew, or should have known of such sudden and accidental sinking.
3. This Additional Coverage 12 does not apply if the **Participant** had knowledge that the watercraft was leaking or in danger of leaking water and did not take action to remove the watercraft from its docks, marinas, piers or waterways to dry land prior to the sinking.
4. Amounts paid under this Additional Coverage 12 count toward the **Annual Aggregate Limit of Liability**. The **Trust** has no obligation to pay under this Additional Coverage 12 once the **Annual Aggregate Limit of Liability** has been exhausted from **Claims** under Coverage A, Coverage B, this Additional Coverage 12, or any of the other Additional Coverages.
5. This Additional Coverage 12 is secondary to any funds available to the **Named Participant** from any local, state or federal government sources.
6. The **Trust** has the right to challenge or dispute any local, state or federal regulatory action.

Additional Coverage 13: OREGON CONSUMER IDENTITY THEFT
PROTECTION ACT EXPENSE REIMBURSEMENT
SUBLIMIT

Subject to the following provisions and coverage limits, and notwithstanding Exclusion Y, the **Trust** will reimburse the **Named Participant** for the following expenses incurred by the **Named Participant**:

1. Actions required under ORS 646A.606 to notify persons who are the subjects of a security breach as described in ORS 646A.604;
2. One year of credit monitoring services for persons or organizations whose confidential or personal information has been disclosed due to **Wrongful Acts** of a **Participant**. The **Trust** shall select or approve the credit monitoring services vendor before any costs are incurred by the **Named Participant** or the **Trust** will not reimburse the **Named Participant**; and;
3. **Cyber Extortion Threat** expenses and ransom payments incurred as a direct result of a **Cyber Extortion Threat**.

This Additional Coverage 13 shall not apply to:

1. Any other costs, penalties, or remedies associated with ORS 646A.600, *et. seq.*; or
2. Anything that is or could be covered under Additional Coverage 14 or which is excluded under Exclusion O of this **Coverage Document**

The most the Trust will pay under this Additional Coverage:

1. Shall not exceed \$100,000 each **Occurrence** and in the aggregate, for any and all **Occurrences** during any one **Coverage Period**; and
2. The most the **Trust** will pay under this Additional Coverage 13 for all SDIS Members covered by the **Trust** in any one **Coverage Period** is \$500,000 in the aggregate. Once the total cost of claims submitted to the **Trust** reaches \$500,000 the **Trust** will no longer pay **Claims** under this Additional Coverage 13.

Coverage provided under this Additional Coverage 13 will not be subject to a deductible.

Additional Coverage 14: ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION AND DATA-RELATED LIABILITY SUBLIMIT

Subject to the following provisions and notwithstanding Exclusion Y, the **Trust** will pay a maximum **Coverage Period** aggregate limit of \$1,000,000 each **Occurrence** and in the aggregate, for any and all **Wrongful Acts** for **Bodily Injury, Property Damage** or **Personal Injury** caused by all

Occurrences, and for all injury or damage caused by all **Wrongful Acts** associated with the **Named Participant's** access or disclosure of confidential or personal information and data-related liability. Under this Additional Coverage 14, the **Trust** will only pay for:

1. **Damages** that the **Named Participant** is legally obligated to pay and **Defense Costs** as a result of **Occurrences** or **Wrongful Acts** associated with the content posted on the **Named Participants** website or other electronic communication forums:
2. **Damages** that the **Named Participant** is legally obligated to pay and **Defense Costs** as a result of **Occurrences** or **Wrongful Acts** associated with the **Named Participants** actual or alleged neglect, breach of duty or omission in maintaining the security of the **Named Participants** computer system. For the purposes of this paragraph, computer system is defined to include systems owned by the **Named Participant**, or licensed or leased by the **Named Participant**. The neglect, breach of duty or omission, must allow a third party to gain unauthorized access to the **Named Participant's** computer system resulting in the publication of another's personal information or the **Named Participants** inadvertent transmission of a computer virus or malicious code: and
3. **Damages** that the **Named Participant** is legally obligated to pay and **Defense Costs** as the result of **Occurrences** or **Wrongful Acts** associated with the **Named Participants** actual or alleged, breach of duty in maintaining the security of personal identifying information in the **Named Participants** care, custody and control.

This Additional Coverage 14 shall not apply to:

1. Any other costs, penalties, or remedies associated with ORS 646A.600, *et. seq.*; or
2. Anything that is or could be covered under Additional Coverage 13 or which is excluded under Exclusion O of this **Coverage Document**.

IV. EXCLUSIONS

The exclusions under this Section IV Exclusions apply to and preclude coverage under Coverage A, Coverage B, and Additional Coverages under this **Coverage Document**. For all matters excluded under this Section IV Exclusions, the **Trust** is not obligated to pay any amount as **Damages**, **Defense Costs**, or **Supplementary Payments**, and the **Trust** is not obligated to provide a defense. The exclusions are as follows:

- A. Any liability for **Damages** which result from an act, omission, or **Wrongful Act** that is intended by a **Participant**, or can be expected from the standpoint of a reasonable person, to cause **Bodily Injury**, **Property Damage**, **Personal Injury**, or other injury or damage, even if the injury or

damage is of a different degree or type than actually intended or expected.

1. This exclusion does not apply to a **Participant** who does not act intentionally, but is found liable for the intentional acts of another **Participant** or third party.
2. This exclusion does not apply to **Claims** or **Suits or Actions** arising out of disparate treatment, discrimination and retaliation, employer sexual harassment, hostile work environment, whistleblower retaliation, and interference with employment or contractual relationship.
3. This exclusion does not apply to **Bodily Injury** coverage for **Damages** arising out of a **Participant's** use of **Authorized Self Defense** or where, by court ruling, the **Named Participant**, or a **Participant** not applying the use of force, is found vicariously liable due to the actions of a **Participant** directly applying the use of force.
4. This exclusion does not apply to unintended accidental **Property Damage** or **Bodily Injury** caused by a **Hostile Fire** that is intentionally set by a **Named Participant** for a training exercise or demolition of a structure.

B. Any liability for **Damages**:

1. which the **Participant** is obligated to pay resulting from breach of any written or oral contract, whether express or implied other than an employment contract;
2. arising out of the assumption of liability by the **Participant** in a contract or agreement, except for an **Insured Contract**; or
3. incurred by a party to a contract with a **Participant**, other than an employment contract, if the **Damages** would not arise but for the contractual relationship between the parties, regardless of whether those damages are recoverable in **Tort**.

C. Any liability for **Damages** arising out of the maintenance, operation, use, entrustment to others, or **Loading or Unloading** of any aircraft or **Unmanned Aircraft System** owned by, operated by, or loaned to anyone.

This exclusion does not apply to aircraft that are not flown and which are used only for instructional purposes in a classroom setting.

This exclusion does not apply to the liability for the maintenance, operation, use or entrustment to others of an **Unmanned Aircraft System** by a **Participant** as long as the **Participant** has fully complied with:

1. Federal Aviation Administration (FAA) regulations, certifications, rules, procedures, policies and standards for **Unmanned Aircraft Systems**;

2. US Department of Transportation laws and regulations for **Unmanned Aircraft Systems** including any future amendments;
3. other applicable federal laws and regulations for **Unmanned Aircraft Systems** including any future amendments; and
4. any state or local laws and regulations for **Unmanned Aircraft Systems** including any future amendments.

Regardless of whether the **Participant** has complied with all applicable rules, regulations, certificates, procedures, policies, or standards, this exclusion applies to the maintenance, operation, use or entrustment to others of an **Unmanned Aircraft System** by a **Participant** for:

1. Property damage to the **Participant's** owned or leased property;
 2. damage directly to any **Unmanned Aircraft System**;
 3. on-business or unauthorized use of any **Unmanned Aircraft System**;
 4. any Government fines or penalties;
 5. Physical contact by any **Unmanned Aircraft System** with any other aircraft, including airships/blimps or other gas or hot air filled balloons, whether manned or unmanned; or
 6. The hijacking of any **Unmanned Aircraft System**.
- D. Any liability for **Damages** arising out of radioactive isotopes or a **Nuclear Energy Liability Hazard**.
- E. Any liability for **Damages** arising out of the ownership, lease, maintenance, operation, or use of watercraft in excess of thirty (30) feet in length. This exclusion applies even if the **Claims** against any **Participant** allege negligence or other wrongdoing for the supervision, hiring, employment, training, or monitoring of others by the **Participant**, if the **Occurrence** which caused the **Bodily Injury** or **Property Damage** involved the ownership, maintenance, use or entrustment to others of any watercraft in excess of thirty (30) feet in length that is owned or operated by or rented or loaned to any **Participant**.
- This exclusion does not apply to watercraft commandeered by a **Named Participant** for **Emergency Operations**.
- F. Any liability for **Property Damage** to property owned or leased by the **Named Participant**.
- G. Any liability for **Damages** for which a **Participant** or its insurer or the **Trust** may be held liable under any Workers' Compensation, unemployment

compensation, disability benefits law, social security, or other similar law, including, but not limited to, the Jones Act, U.S. Defense Base Act, the Federal Employers Liability Act (FELA), or the U.S. Longshoremen's and Harbor Workers' Compensation Act.

- H. Any obligation imposed by a workers' compensation, occupational disease, unemployment compensation, or disability benefits law, or any similar law, including any volunteer for whom the **Named Participant** elects to provide Workers' Compensation coverage under ORS 656.031 or 656.041, *et al.*, arising out of and in the course of the **Employee** or volunteer's employment or use of their services by the **Named Participant**. However, the **Trust** agrees to provide Employer's Liability Coverage as described in Additional Coverage 11.
- I. Any liability for **Damages** arising out of zoning laws or regulations, or any action by a zoning board, or in any way connected with, the operation of the principles of eminent domain, condemnation proceedings (including any delay in pursuing or completing condemnation), or inverse condemnation, or by whatever name called, whether such liability accrues directly against the **Participant** or by virtue of any agreement entered into, by, or on behalf of the **Participant**.
- J. Liability for **Damages** arising out of, in connection with or relating to, any hospital, clinic or nursing home owned or operated by the **Participant**, or any such liability assumed by the **Participant** under contract, including an **Insured Contract**, which arises out of or is connected with the care, treatment, rendering of health related professional services or providing any associated products or devices to any person brought to, entering or admitted on an inpatient or outpatient basis to such hospital, clinic or nursing home with the intention that care, treatment, professional services or associated products and devices be provided.

However, this exclusion does not apply to **Incidental Medical Practice** by **Participants** acting within the course and scope of their duties for the **Named Participant**.

- K. Any liability for **Damage** arising out of the actual, alleged, or threatened discharge, dispersal, seepage, migration, release, or escape of **Pollutants**:
 - 1. At or from any premises, site, or location which is or was at any time owned or occupied by, or rented or loaned to, any **Participant**;
 - 2. At or from any premises, site, or location which is or was at any time used by or for any **Participant** or others for the handling, storage, disposal, processing, or treatment of waste;
 - 3. Which are or were at any time possessed, transported, handled, stored, treated, disposed of, or processed as waste by or for any **Participant** or any person or organization for whom a **Participant** may be legally responsible; or

4. At or from any premises, site, or location on which any **Participant**, or any contractors or subcontractors working directly or indirectly on any **Participant's** behalf, are or were performing operations:
 - a. If the **Pollutants** are brought on or to the premises, site, or location in connection with such operation by such **Participant**, contractor or subcontractor; or
 - b. If the operations are to test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize, or in any way respond to or assess, the effects of **Pollutants**.
 - c. At or from any chattel, property, or **Auto** that is being transported or towed by, stored, disposed of, treated or processed, handled, or handled for movement by the **Participant**;

Subparagraphs 1. through 4. do not apply to **Bodily Injury** or **Property Damage** arising out of heat, smoke, or fumes from a **Hostile Fire**.

5. Including any loss, cost, or expense arising out of any:
 - a. Request, demand, order, or voluntary act that any **Participant** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **Pollutants**; or
 - b. **Claim** by or on behalf of a governmental authority for **Damages** because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of **Pollutants**.

This Exclusion K does not apply to a **Participant's** liability otherwise covered by this **Coverage Document** for **Damages**, including **Bodily Injury**, **Property Damage** or **Personal Injury**, arising out of:

- a. **Emergency Operations** conducted by a **Named Participant** and which are conducted away from premises owned by or rented to the **Named Participant**;
- b. Fire district training operations;
- c. Water run-off from the cleaning of the equipment used in **Emergency Operations** by a **Named Participant** which is a fire district, or a **Named Participant** which is assisting a fire district or performing the functions of a fire district;
- d. The handling of residues or residuals after a motor vehicle accident or after a **Hostile Fire** has been extinguished, by a

Named Participant authorized to fight fires, or a **Named Participant** which is assisting a fire district or performing the functions of a fire district, provided that the **Participant's** conduct in connection therewith is in conformance with applicable federal and state statutes, rules and guidelines.

- e. The use, handling, storage, discharge, dispersal, release or escape of any chemical used in the **Potable Water** treatment process;
 - f. **Potable Water** which is provided by the **Participant** to others.
- L. Any liability for **Damages**, including **Bodily Injury, Personal Injury** or **Property Damage, or Wrongful Acts** caused by, resulting from, contributed by, or arising directly or indirectly out of:
- 1. Asbestos, asbestos-containing material, asbestos dust, asbestos fibers, or asbestos products;
 - 2. Any supervision, instruction, recommendations, notices, warning, or advice given or which should have been given in connection with asbestos, asbestos fibers, or asbestos products;
 - 3. The use of, sale of installation of, removal of, abatement of, distribution of, containment of, or exposure to asbestos, asbestos products, asbestos-containing material, asbestos fibers, or asbestos dust;
 - 4. The actual or threatened abatement, mitigation, removal or disposal of asbestos, asbestos products, asbestos-containing material, asbestos fibers, or asbestos dust;
 - 5. Any obligation of the **Participant** to indemnify any party in connection with subparagraphs 1. 2. 3. or 4. above.

In addition, the **Trust** shall not be obligated to investigate, to pay any **Claim** or judgment, or to defend any **Claim** for **Bodily Injury, Personal Injury** or **Property Damage, or Wrongful Act** caused by, resulting from, or arising out of asbestos, asbestos-containing material, asbestos dust, asbestos fibers, or asbestos products.

- M. Any liability for **Damages** arising out of a **Participant's** failure to secure and maintain proper kinds of insurance or bonds, and/or adequate amounts of insurance or bonds, and/or failure to secure insurance or bonds in a timely fashion. Insurance or bonds includes, but is not limited to, insurance provided by self-insurance arrangements, retention groups, self-insurance trusts, pools, captive insurance companies, reciprocal exchanges or any other plan or agreement of risk transfer or assumption.
- N. Any liability for **Damages**:

1. Arising out of operations by the **Named Participant** that are in willful and wanton disregard of the scope or limits of authority under the **Named Participant's** charter or enabling statute.
 2. This exclusion does not apply to the acts of directors, **Employees** or volunteers of the **Named Participant**, while acting as a **Good Samaritan** independently of his or her activities as a director, **Employee** or volunteer of the **Named Participant**, when he or she encounters the scene of an emergency requiring sudden action; provided, however, he or she is not responding to the scene of an emergency with or for any other emergency service organization. This exception does not provide coverage for a **Participant** (including a director, **Employee** or volunteer of the **Named Participant**) for:
 - a. **Damages** arising out of his or her providing or failing to provide, as a physician, on-line medical direction or medical command via telecommunication to emergency medical personnel; or
 - b. **Property Damage** to property owned or occupied by or rented or loaned to that **Participant**.
- O. Any liability for **Damages**:
1. Arising out of oral or written publication of material, if done by or at the direction of the **Participant**, with knowledge of its falsity;
 2. Arising out of oral or written publication of material whose first publication took place before the beginning of the **Coverage Period** or after the expiration of the **Coverage Period**;
 3. Arising out of the willful violation of a penal statute or ordinance committed by or with the consent of the **Participant**; or
 4. Arising out of oral or written publication of material by the **Participant** or on the **Participant's** behalf, if done in the course or conduct of the practice of law.

Written publication includes but is not limited to materials placed or distributed via the internet, electronic chatrooms, social media, blogs, bulletin boards, web-sites, email, texts, or other similar electronic means of communication.

This exclusion does not apply to unintentional copyright infringement.

- P. Any liability for **Damages** due to:
1. War, including undeclared or civil war;
 2. Warlike action by military force, including action in hindering or

defending against an actual or expected attack, by any government, sovereign, or other authority using military personnel or other agents;
or

3. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

Q. Any liability for an expense reimbursement, severance or for back compensation, including but not limited to salary, wages or employee benefits of any kind, including interest associated therewith, with respect to any **Claim** by an **Employee**, prospective **Employee**, one who claims to be an **Employee**, or a volunteer, and each of their heirs, beneficiaries, or legal representatives.

R. Any liability resulting from the action of, or failure to:

1. Collect;
2. Retain;
3. Refund;
4. Disburse;
5. Apply; and/or
6. Anticipate

any type of revenue including, without limitation, taxes, fees, charges, assessments, and adjustments.

S. Any liability for **Damages** brought about or contributed to by any dishonest, fraudulent, criminal, bad faith or malicious act or omission of a **Participant** or arising from the deliberate violation of any Federal, State, or local statute, ordinance, rule, or regulation committed by or with the knowledge and consent of the **Participant**. The actual or alleged conduct of any **Participant** shall not be imputed to any other **Participant** for the applicability of this exclusion.

T. Any liability for **Damages** arising out of any act which violates ORS 294.100, or any liability for conduct which violates ORS 294.100 (Unlawful Expenditure of Public Money).

U. Any liability for **Damages** arising out of any **Claim** for failure of performance or breach of contract by any insurer, self-insurer, or third-party benefits administrator, including failure of any **Employee Benefit Program**.

V. Any liability for **Damages** arising out of any **Breach of Fiduciary Duty**.

- W. Any liability for **Damages** arising out of any:
1. Failure of investment programs or plans, including **Employee Benefit Programs**, to perform as represented by a **Participant**;
 2. Advice given by a **Participant** to an **Employee** on how or whether to participate or not to participate in investment programs or plans, including **Employee Benefit Programs**; or
 3. Failure to comply with any law concerning Workers' Compensation, Unemployment Coverage, Social Security or Disability Benefits.
- X. Any liability for **Damages** directly or indirectly based on, arising out of or related to an electronic device's inability to process or recognize the year 2000 or any other date or year, or such electronic device's inability to distinguish between certain dates because its programs identify years only by their last two digits and operate on the assumption that all years are within the Twentieth Century.
1. The electronic devices subject to this exclusion include:
 - a. Computer hardware, microprocessors, computer chips, and any other computerized or electronic equipment or components;
 - b. Computer software, including, but not limited to, applications, operating systems and computer networks; or
 - c. Any other products, equipment, services, data or functions that directly or indirectly incorporate, use or rely on, in any manner, any of the items listed in subparagraphs 1.a. through 1.b. above;
 2. This exclusion also applies to any advice, consultation, design, delay, evaluation, inspection, installation, maintenance, omission, repair, replacement or supervision provided or done by any **Participant** or for any **Participant**, whether successful or not, to identify, rectify or test any potential or actual problem, failure or malfunction as described in this exclusion.
- Y. Any Liability for **Damages**, fines, or penalties arising out of:
1. Any access to or disclosure of any person or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health or medical information, information subject to the Health Insurance Portability and Accountability Act, information subject to the Family Educational Rights and Privacy Act, or any other type of nonpublic information;
 2. The loss of, loss of use of, damage to, corruption of, inability to

access, or inability to manipulate **Electronic Data**.

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

- Z. Any liability for **Damages** arising from the administration of payroll deductions or withholdings. This exclusion does not apply to any act that is considered **Administration of Employee Benefits Programs**.
- AA. Any liability for **Damages** arising directly or indirectly out of, resulting from, caused by, or contributed to by:
1. Any **Fungal Pathogens**;
 2. Any solid, liquid, vapor, mold, or gas produced by or arising out of any **Fungal Pathogens**;
 3. Any material, product, building component, or building structure that contains, harbors, nurtures, or acts as a medium for any **Fungal Pathogens**;
 4. Any intrusion, leakage, or accumulation of water or any other liquid that contains, harbors, nurtures, or acts as a medium for **Fungal Pathogens**;
 5. The actual or threatened abatement, mitigation, removal, or disposal of **Fungal Pathogens** or any material, product, building component, or building structure that contains, harbors, nurtures, or acts as a medium for any **Fungal Pathogens**;
 6. Any supervision, instructions, recommendations, warnings, or advice given or which should have been given in connection with subparagraphs 1., 2., 3., 4., or 5. above; or
 7. Any obligation of the **Participant** to indemnify or defend any party in connection with subparagraphs 1., 2., 3., 4., 5., or 6. above.
- AB. Any liability for **Damages** arising out of the ownership, maintenance, or use of a trampoline that has:
1. A round or oval-shaped surface with a diameter of over six (6) feet at its greatest distance;
 2. A square or rectangular shaped surface area greater than twenty-five (25) square feet; or
 3. A surface that is not round, oval, square, or rectangular in shape.

Determinations regarding diameter and area will be based on

measurements taken from the outermost edges of the trampoline's structure.

- AC. Any liability for **Damages** or **Defense Costs** because of **Bodily Injury**, **Property Damage**, or **Wrongful Acts** arising directly or indirectly out of the ownership, maintenance, operation, use, loading or unloading, or entrustment to others of any railroad, including but not limited to railroad tracks, equipment and facilities, (1) owned, operated, or owned and operated by or rented or loaned to any **Participant**, or (2) operated by an independent contractor for which any **Participant** may be held contractually or vicariously responsible.

This exclusion applies even if the **Claims** or **Suit or Action** against any **Participant** allege negligence or other wrongdoing in the supervision, hiring, employment, training, monitoring of others by that **Participant**, if the **Occurrence** which caused the **Bodily Injury** or **Property Damage**, or the **Wrongful Act**, involved the ownership, maintenance, operation, use, loading or unloading, or entrustment to others of any railroad, including but not limited to railroad tracks, equipment and facilities, (1) owned, operated, or owned and operated by or rented or loaned to any **Participant**, or (2) operated by an independent contractor for which any **Participant** may be held contractually or vicariously responsible.

This exclusion does not apply to a **Claim** or **Suit or Action** against any of the **Named Participants'** directors, officers or **Employees** who qualify as **Participants**, because of a **Wrongful Act(s)** committed within the scope of his or her duties as a director, officer or **Employee**. However, if the **Claim** or **Suit or Action** against a director, officer, or **Employee** is subject to underlying **Damages** or **Defense Costs** because of **Bodily Injury** or **Property Damage**, then no coverage for the related **Wrongful Act(s)** applies.

This exclusion does not apply to a **Rail Spur** owned or operated by the **Named Participant**, if the **Named Participant** does not own or operate the connecting railroad tracks, equipment or facilities

- AD. Any liability for **Damages** arising directly or indirectly out of, resulting from, caused by, or contributed to by:
1. The toxic or pathological properties of lead, lead compounds, or lead contained in any materials;
 2. The actual or threatened abatement, mitigation, removal, or disposal of lead, lead compounds, or materials containing lead;
 3. Any supervision, instructions, recommendations, warnings, or advice given or which should have been given in connection with subparagraphs 1. or 2. above; or
 4. Any obligation of the **Participant** to indemnify or defend any party in connection with subparagraphs 1., 2., or 3. above.

In addition, and except as set forth in Additional Coverage 10, the **Trust** shall not be obligated to investigate, to pay any **Claim** or judgment, or to defend any **Claim** for **Bodily Injury, Personal Injury or Property Damage**, or **Wrongful Act** caused by, resulting from, or arising out of lead, lead compounds, or lead contained in any materials.

- AE. Any liability for **Damages** arising from an **Earthquake** or **Tsunami**.
- AF. Any liability for **Damages** arising out of an **Automobile Hazard**, Auto Personal Injury Protection, Uninsured/Underinsured Motorist Bodily Injury Coverage, Auto property damage benefits and Uninsured/Underinsured Motorist Property Damage Coverage.
- AG. **Injunctive Relief**, or any liability for **Damages** arising out of any investigation, **Claim**, or other proceeding seeking relief or redress in any form other than money **Damages**, including, but not limited to, costs, fees, plaintiff's attorney fees, defense costs, or expenses which the **Participant** may become obligated to pay as a result of a consent decree, injunction, settlement, or adverse judgment for declaratory relief, or **Injunctive Relief**. This includes but is not limited to:
1. Any violation of Oregon Elections and Public Meetings and Records Laws; and/or
 2. Unlawful expenditure of public funds.
- AH Any liability for **Damages** based upon, arising from, or in consequence of any **Occurrence, Wrongful Act**, or **Claim** if written notice of such **Occurrence, Wrongful Act**, or **Claim** has been given under any policy of which this **Coverage Document** is a direct or indirect renewal or replacement, and if such prior policy affords coverage (or would afford such coverage except for the exhaustion of its limits of liability) for such **Occurrence, Wrongful Act**, or **Claim**, in whole or in part, as a result of such notice.
- AI. Any liability for **Damages** arising out of any **Occurrence, Wrongful Act**, or **Claim** based upon, or relating in any way to:
1. Any actual or alleged violation of The Securities Act of 1933, The Securities Exchange Act of 1934, The Public Utilities Holding Act of 1935, The Trust Indenture Act of 1939, The Investment Company Act of 1940, any state Blue Sky Laws, and any federal, state, local, or foreign laws similar to the aforementioned laws and/or regulating the same or similar conduct or services, whether such law is statutory, regulatory, or common law;
 2. Involving directly, or indirectly, debt security financing, including, but not limited to, bonds, notes, and debentures; or the investment of, or the failure to invest, public funds, including, but not limited to, the use of derivative investment instruments; and/or

3. Any regulation, investigation, and enforcement actions based upon, arising from, or in consequence of subparagraphs 1. and 2. above.
- AJ. **Sexual Molestation** and any liability for **Damages** arising from **Sexual Molestation** by any person including, but not limited to, the act of **Sexual Molestation**, assistance with or knowledge of the **Sexual Molestation**, negligent hiring, investigation or lack of investigation, supervision or lack of supervision, reporting or failure to report to the proper authorities, or retention or employment of an alleged sexual molester.
- AK. Any liability for **Damages** arising from **Participant's** assertion of claims in a **Suit or Action** or **Participant's** voluntary joinder as a defendant in a **Suit or Action**.
- AL. Any liability for **Damages** arising from administrative complaints asserted before the Oregon Government Ethics Commission (Ethics Complaints) against a **Participant**.
- AM. Any liability for **Damages** arising from administrative proceedings under ORS Chapter 659 before the State of Oregon Bureau Of Labor & Industries ("BOLI") or the U.S. Equal Employment Opportunity Commission ("EEOC").
- AN. Any liability for **Damages** arising from administrative complaints asserted before the U.S. Occupational Safety and Health Administration ("OSHA"), or its Oregon counterpart, against a **Participant**.
- AO. Any liability for **Damages** arising from violations of the Federal Endangered Species Act or the analogous state law(s).
- AP. Any liability for **Damages**, including **Bodily Injury**, **Personal Injury**, **Property Damage** or **Wrongful Act** caused by, resulting from, contributed by, or arising directly or indirectly out of:
1. Silica, silica-related dust, exposure to silica or the use of silica;
 2. Any damages or any loss, cost or expense arising, in whole or in part, out of any
 - a. **Claim** or suit by or on behalf of any governmental authority or any other alleged responsible party because of, or
 - b. Request, demand, order or statutory or regulatory requirement that any **Participant** or any other person or entity should be, or should be responsible for:
 - (i) Assessing the presence, absence or amount or effects of silica or silica-related dust;
 - (ii) Identifying, sampling or testing for, detecting, monitoring, cleaning up, removing, containing,

neutralizing, treating, detoxifying, remediating, neutralizing, abating, disposing of or mitigating silica; or

- (iii) Responding to silica or silica-related dust in any way other than as described in subparagraphs (b) (i) and (ii) above;
- 3. Any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with subparagraphs 1. or 2. above; or
- 4. Any obligation of the **Participant** to indemnify or contribute with any party in connection with subparagraphs 1., 2., or 3. above.

In addition, the **Trust** shall not be obligated to investigate, to pay any **Claim** or judgment, or to defend any **Claim** for **Bodily Injury, Personal Injury, Property Damage or Wrongful Act** caused by, resulting from, contributed by, or arising directly or indirectly out of silica or silica-related dust.

- AQ. Any liability for **Damages** for recovering too much profit, compensation, tax benefit, or other remuneration to which a **Participant** is not entitled.
- AR. Any liability for **Damages** arising from an obligation to hold money for or pay money to the Public Employees Retirement System (PERS).

V. LIMITS OF LIABILITY

- A. The **Annual Aggregate Limit of Liability** shown in the **Declarations** and the rules below fix the most the **Trust** will pay regardless of the number of:
 - 1. **Participants** covered under this **Coverage Document**;
 - 2. **Claims** brought;
 - 3. **Occurrences** or **Wrongful Acts** during the **Coverage Period**;
 - 4. Persons or organizations making **Claims**; or
 - 5. Additional Coverages and other special coverage grants offered.
- B. Subject to the paragraphs below, the **Annual Aggregate Limit of Liability** is the most the **Trust** will pay for all **Damages** from all covered **Occurrences** or **Wrongful Acts** taking place during the **Coverage Period**.
- C. The **Per Occurrence Limit of Liability** shown in the **Declarations** is the most the **Trust** will pay for the sum of all **Damages** in a single covered **Occurrence** under Coverage A, or the additional coverages, whether one or more of these Coverages apply.

- D. The **Per Wrongful Act Limit of Liability** shown in the **Declarations** is the most the **Trust** will pay for the sum of all **Damages** in a single covered **Wrongful Act** under Coverage B, or the additional coverages, whether one or more of these Coverages apply.
- E. If a **Claim, Suit or Action**, or the liability for **Damages** is covered under both Coverage A and Coverage B, then either the **Per Occurrence Limit of Liability** or the **Per Wrongful Act Limit of Liability** will apply to the **Damages**, whichever limit is higher in the **Declarations**. Once the **Trust** has paid either the **Per Occurrence Limit of Liability** or the **Per Wrongful Act Limit of Liability**, whichever is higher, the **Trust** has no further obligation to pay such **Damages**, even if there is a right to coverage under both Coverage A and Coverage B.
- F. Any payment under the Additional Coverages within this **Coverage Document** are subject to, and do not increase the **Per Occurrence Limit of Liability**, the **Per Wrongful Act Limit of Liability** and the **Annual Aggregate Limit of Liability**.
- G. **Defense Costs** under Coverage A and Coverage B and the **Supplementary Payments** are in addition to the **Per Occurrence Limit of Liability**, **Per Wrongful Act Limit of Liability** and the **Annual Aggregate Limit of Liability** shown in the **Declarations**.
- H. The **Annual Aggregate Limit of Liability** applies separately to each consecutive annual period, from January 1 through December 31 of the **Coverage Period**. The **Per Occurrence Limit of Liability** and **Per Wrongful Act Limit of Liability** apply once to each **Claim, Suit or Action**, regardless of the duration of the **Claim, Suit or Action**, and regardless of when the related dispute is resolved.

VI. CONDITIONS

A. LIMITATIONS ON ACTION AGAINST THE TRUST

Except for declaratory relief actions brought by either the **Participant** or the **Trust** to determine coverage within 2 years after the **Participant** gave the **Trust** notice of the **Claim** (in the manner required in Section N, below), Sections VI.B.1 through VI.B.3. of this **Coverage Document** shall be the sole and exclusive means of resolving any dispute arising out of the **Coverage Document**. If a court determines coverage issues in a declaratory relief action, the **Participant** must still use the procedures in Sections VI.B.1 through VI.B.3 as the exclusive means of resolving any remaining dispute regarding the amount of money the **Trust** is required to pay on any **Claim**. The **Trust** shall not be required to participate in any arbitration, and no demand for arbitration shall be valid, under the **Coverage Document** unless:

1. there has been full compliance with and satisfaction of all of the terms and conditions of this **Coverage Document**; and

2. demand for arbitration is made within the later of: (a) 180 days after the resolution, settlement or adjudication of the underlying **Claim** or **Suit or Action**, or (b) 180 days after the resolution, settlement, or adjudication of the declaratory relief action between the **Participant** and the **Trust**.

Any requests to the **Trust** or Board of Trustees under Section VI.B.1 through VI.B.3 must be in writing and sent to:

SDIS
P.O. Box 23879
Tigard, OR 97281
Telephone (503) 670-7066 or 1-800-305-1736
Fax (503) 620-9817

B. MANDATORY MEDIATION

1. Mandatory Appeal to Board of Trustees

Subject to the exception and the conditions identified in VI.A., above, any and all disputes arising out of this **Coverage Document** shall first be presented to the Board of Trustees of the **Trust** for resolution.

Any **Participant** seeking resolution of any dispute arising out of this **Coverage Document** must present a request for resolution to the Board of Trustees of the **Trust**, in writing, within two years after the **Claim** is first asserted. Upon receipt of any request for resolution, the Board of Trustees of the **Trust** will undertake a review of the dispute in accordance with procedures promulgated by the Board of Trustees of the **Trust**, and issue a proposed resolution within ninety (90) days of receipt of the written request for resolution.

2. Mandatory Mediation

Any and all disputes arising out of this **Coverage Document** that are not resolved by the Board of Trustees of the **Trust** to the satisfaction of the **Participant** or other party requesting resolution, shall be submitted to mediation for resolution.

Any request for mediation must be presented, in writing, within thirty (30) days of the resolution proposed by the Board of Trustees of the **Trust** pursuant to Section VI.B.1. or the proposed resolution of the Board is binding on the **Participant**. Within fifteen (15) days of the presentation of any request for mediation, the parties shall select a mediator and schedule mediation. If the parties are unable to agree upon a mediator within fifteen (15) days of presentation of the demand for mediation, the parties shall seek the appointment of a mediator by stipulated petition in the Circuit Court of the State of Oregon for the county in which the loss occurred. The mediation shall occur within thirty (30) days of the parties' selection of the mediator. In the event of any mediation arising out of this **Coverage**

Document, each party shall pay all of its own costs and expenses associated with the mediation, plus one-half of all fees and costs charged by the selected mediator.

3. Mandatory Binding Arbitration

Any and all disputes arising out of this **Coverage Document** that are not resolved through the procedures mandated by Sections VI.B.1. through VI.B.2. shall be fully and finally resolved through arbitration that shall be binding upon all parties. Any demand for arbitration must be made, in writing, within thirty (30) days of the conclusion of the mediation conducted pursuant to Section VI.B.2., and in no event later than thirty (30) months after the **Claim** is first asserted. No arbitration or other legal action of any kind may be brought or maintained against the **Trust** under this **Coverage Document** unless commenced within thirty (30) months after inception of the damage or loss.

A single arbitrator, agreed upon by the parties, will preside over the arbitration and shall be the final arbiter of all issues of law and fact in dispute.

The parties shall confer and select a competent and impartial arbitrator within fifteen (15) days of presentation of any demand for arbitration. If the parties are unable to agree upon an arbitrator within fifteen (15) days of presentation of the demand for arbitration, the parties shall seek the appointment of an arbitrator by stipulated petition in the Circuit Court of the State of Oregon for the county in which the loss occurred. The arbitration shall be conducted in accordance with the Oregon Uniform Trial Court Rules, Chapter 13, and the Oregon Rules of Civil Procedure, with the exception that the parties shall be permitted to conduct discovery of expert witnesses and materials in accordance with the Federal Rules of Civil Procedure. The arbitrator shall issue a decision, in writing, which shall include the arbitrator's conclusions of fact and law and a statement specifying the bases for and computation of the amount of any award. The decision of the arbitrator shall be final, binding upon all parties, and not subject to appeal. Any and all rights to trial by jury or judge, and to any appeal of any decision of the arbitrator, are expressly waived by the parties to this **Coverage Document**. In the event of any arbitration arising out of this **Coverage Document**, each party shall pay all of its own costs and expenses associated with the arbitration, including its own attorney fees, plus one half of all fees and costs charged by the selected arbitrator. Judgment may be entered upon the arbitration award in any Circuit Court of the State of Oregon.

C. SUBROGATION

In the event of any payment under this **Coverage Document**, the **Trust** shall be subrogated to all the **Participant's** rights to recovery thereof, including the right to assert a claim against any person or organization, and the **Participant** shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The **Participant** shall do nothing after the **Trust** makes payment to prejudice such rights.

In the event the **Trust** makes any payment under this **Coverage Document**, the **Trust** will waive its rights of recovery against any person or organization with whom the **Participant** has:

1. A written contract that is effective and executed prior to the date of a **Claim, Occurrence, or Wrongful Act**, if such contract requires the **Participant** to waive its subrogation, contribution, or indemnity rights; or
2. Performed or received work under a letter of intent, work order, or other letter of understanding, provided that the **Participant** can demonstrate that such letter of intent, work order, or other letter of understanding would customarily be reduced to a written contract that requires the **Participant** to waive its subrogation, contribution, or indemnity rights.

D. CHANGES

The terms of this **Coverage Document** shall not be waived or changed, except by a written endorsement issued to form a part of this **Coverage Document** signed by the **Trust's** authorized representative and delivered to the **Named Participant**.

E. CANCELLATION

1. The **Named Participant** shown in the **Declarations** may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. The **Trust** may cancel this policy by mailing or delivering to the **Named Participant** written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if the **Trust** cancels for nonpayment of contribution; or
 - b. 30 days before the effective date of cancellation if the **Trust** cancels for any other reason.
3. The **Trust** will mail or deliver notice to the **Named Participant's** last mailing address known to the **Trust**.

4. Notice of cancellation will state the effective date of cancellation. The **Coverage Period** will end on that date.
5. If this policy is cancelled, the **Trust** will send the **Named Participant** any contribution refund due. If the **Trust** cancels, the refund will be pro rata. If the **Named Participant** cancels, the refund may be less than pro rata. The cancellation will be effective as of the date of the notice, even if the **Trust** has not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.
7. Non-renewal of a **Named Participant's Coverage Document** by the **Trust** shall be made by mailing written notice to the **Named Participant** at least sixty (60) calendar days prior to the renewal date.

F. NON-ASSIGNABLE

The interest of any **Participant** under this **Coverage Document** shall not be assignable.

G. CONTRIBUTION

The Contribution by the **Named Participant** required for coverage under this **Coverage Document** is subject to audit adjustment. The **Named Participant** agrees to provide anniversary renewal information at least thirty (30) calendar days prior to anniversary or renewal date.

H. CROSS-LIABILITY

Except with respect to the **Per Occurrence Limit of Liability**, **Per Wrongful Act Limit of Liability**, the **Annual Aggregate Limit of Liability**, the limits described under the Additional Coverages, and any rights or duties specifically assigned to the **Named Participant**, this **Coverage Document** applies:

1. As if each **Named Participant** were the only **Named Participant**;
and
2. Separately to each **Participant** against whom a **Claim** is made or **Suit or Action** is brought.

I. COVERAGE PERIOD/TERRITORY

This **Coverage Document** applies to **Occurrences** and **Wrongful Act(s)** taking place during the **Coverage Period** which take place in the **Coverage Territory**, provided the **Claim** is filed and maintained in the United States of America, its territories or possessions, Puerto Rico, or Canada, and provided that the **Damages** awarded are paid in United States currency.

J. GOVERNMENT INSTRUMENTALITY

The issuance of this **Coverage Document**, and the Coverages (including Additional Coverages) provided thereunder, shall not be deemed a waiver of any statutory defenses and immunities of any **Participant**, nor of any statutory limits on the monetary amount of liability applicable to any **Participant** were this **Coverage Document** is not in effect. The **Trust** expressly reserves any and all rights to deny liability by reason of such defenses or immunities, to assert any limitation as to the amount of liability provided by law, and to assert all defenses as may be applicable as to any **Claim**.

K. LIBERALIZATION CLAUSE

If the **Trust** adopts or files for approval extended or broadened coverage during the **Coverage Period**, or within forty-five (45) calendar days prior to the inception date of coverage, the **Participants** shall have the benefit of such extended or broadened coverage as though such endorsement or substitution had been made.

L. OTHER COVERAGE OR INSURANCE

If the **Participant** has other applicable, collectible coverage of any kind, including insurance, that applies to the **Claim**, the coverage for **Damages** provided by this **Coverage Document** shall be excess, and in no event contributing coverage, and then only for the amount for **Damages** which would be payable on behalf of the **Participant** under such forms of coverage. In no event, however, shall the liability hereunder exceed the applicable **Per Occurrence Limit of Liability, Per Wrongful Act Limit of Liability** or the **Annual Aggregate Limit of Liability** set forth herein.

Notwithstanding the above paragraph, in the event that the **Named Participant** has entered into an **Insured Contract** effective and executed prior to the date of an **Occurrence** or **Wrongful Act**, if such contract requires the **Participant** to provide primary coverage, this coverage shall be considered primary. However, in no event shall the liability hereunder exceed the applicable **Per Occurrence Limit of Liability, Per Wrongful Act Limit of Liability** or **Annual Aggregate Limit of Liability** set forth herein.

M. BANKRUPTCY

Bankruptcy or insolvency of the **Participant** or of the **Participant's** estate will not relieve the **Trust** of its obligation under this **Coverage Document**.

N. DUTIES IN THE EVENT OF **OCCURRENCE, WRONGFUL ACT, CLAIM, SUIT, OR ACTION**

Notice to the **Trust** is accomplished by providing notice to:

SDIS

P.O. Box 23879
Tigard, OR 97281
Telephone (503) 670-7066 or 1-800-305-1736
Fax (503) 620-9817

1. The **Participant** must see to it that the **Trust** is notified as soon as possible of an **Occurrence** or **Wrongful Act** which may result in a **Claim**. To the extent possible, notice should include:
 - a. How, when, and where the **Occurrence** or **Wrongful Act** took place;
 - b. The names and addresses of any witnesses and injured persons; and
 - c. The nature, location, and extent of any injury or **Damages** arising out of the **Occurrence** or **Wrongful Act**.
2. If a **Claim** is made against any **Participant**, the **Named Participant** must:
 - a. Immediately record the specifics of the **Claim** and the date received;
 - b. Notify the **Trust** as soon as possible; and
 - c. Send the **Trust** copies of any demands, notices, summonses, complaints, or legal papers received in connection with the **Claim**.
3. If a **Claim** is made against any **Participant**, as a condition of coverage, the **Participant** must:
 - a. Preserve records and other information, including electronically stored information, related to the **Claim**;
 - b. Authorize the **Trust** to obtain records and other information;
 - c. Cooperate with the **Trust** in the investigation, settlement, or defense of any **Claim**;
 - d. Permit access to and preserve the site of the accident or **Property Damage** in its existing condition as soon as possible after the **Occurrence** or **Wrongful Act** takes place, unless it is dangerous to preserve the site of the **Occurrence** or **Wrongful Act** in such condition;
 - e. Assist the **Trust**, upon the **Trust's** request, in the enforcement of any right against any person or organization which may be liable to the **Participant** because of injury or **Damages** to which this **Coverage Document** may also apply.

4. For coverage under Coverage A and Coverage B, no **Participant** will, except at their own cost, obtain legal defense counsel, incur legal defense costs, voluntarily make payment, assume any obligation, or incur any expense, other than for first aid, without the **Trust's** written agreement.

O. REPRESENTATIONS

By accepting this **Coverage Document**, for which a Contribution has been made to the **Trust**, the **Named Participant** agrees:

1. The statements in the **Named Participant's** application for insurance and in the **Declarations** are accurate and complete;
2. The statements are based upon representations made to the **Trust** in the application for coverage by or on behalf of the **Named Participant**; and
3. The **Trust** issued this **Coverage Document** in reliance upon such representations.

P. DEFENSE COUNSEL PANEL SELECTION

Unless otherwise specifically indicated within this **Coverage Document**, the **Trust** shall select the attorney representing the **Participant** in the defense of a **Claim** under this **Coverage Document**. The scope of such representation shall be the matter being defended. The **Participant** must retain its own counsel at its own expense for representation in any other matter, including for claims asserted by the **Participant** against the claimant asserting the **Claim**. If a **Participant** is not entitled to a defense, but is entitled to reimbursement of **Defense Costs**, then the **Participant** must select its own attorney and pay **the legal fees** and, thereafter, seek reimbursement from the **Trust** for **Defense Costs** as may be allowed, and up to the applicable limits, under this **Coverage Document**.

Q. MEMBERSHIP IN THE SPECIAL DISTRICTS ASSOCIATION OF OREGON

It is the express condition for any coverage for any **Named Participant** under this **Coverage Document**, regardless of whether this **Coverage Document** has been cancelled by the **Trust** that the **Named Participant** be and remain a member of the Special Districts Association of Oregon for the entire **Coverage Period**.

R. SEVERABILITY

If any provision of this **Coverage Document** shall be rendered illegal or unenforceable by the laws or regulations of any jurisdiction, such provision shall be considered void in such jurisdiction, but this shall not affect the validity or enforceability of any other provision of this **Coverage Document**

or the enforceability of such provision in any other jurisdiction.

S. TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS POLICY

The **Participant's** rights and duties under this **Coverage Document** may not be transferred without the **Trust's** prior written consent.

VII. DEFINITIONS

- **Administration of Employee Benefits Programs** means:
 - a. Providing information to **Employees** of the **Named Participant** with respect to the **Employee Benefits Programs**;
 - b. Handling of records in connection with the **Employee Benefits Programs** by the **Named Participant**;
 - c. Effecting **Employees'** enrollment, changes, termination, or cancellation under the **Employee Benefits Programs**, provided all such acts are authorized by the **Named Participant**.

However, **Administration of Employee Benefits Programs** does not include:

- a. handling payroll deductions or withholdings.
 - b. Any employment-related practices.
- **Annual Aggregate Limit of Liability** means the total limit of liability which is stated in the **Declarations**, and it is the most the **Trust** will pay in the aggregate for **Damages** arising from multiple **Occurrences** or **Wrongful Acts** that take place during the same **Coverage Period**. This **Annual Aggregate Limit of Liability** is the most the **Trust** will pay regardless of the number of **Participants** against whom **Claims** have been asserted and regardless of the number of **Claims** asserted against **Participants**.

Once the **Trust** has paid the **Annual Aggregate Limit of Liability** stated in the **Declarations**, the **Trust** has no further obligation to pay or to provide a defense.

- **Authorized Self-Defense** means the use of reasonable force to protect persons or property. It also means, with respect to the **Named Participant's** law enforcement activities or the **Named Participant's** departmentally approved law enforcement activities of others, an act of a **Participant** (unless deemed to be a criminal act) within the arrest or incarceration process.
- **Auto** means a land motor vehicle, trailer, or semitrailer designed for travel on public roads, including any permanently attached machinery or equipment. However, an **Auto** does not include **Mobile Equipment**.
- **Automobile Hazard** means **Bodily Injury** or **Property Damage** arising out of the

ownership, use (including maintenance or repair), **Loading, or Unloading** of any **Auto**.

- **Bodily Injury** means bodily harm, sickness, or disease sustained by a person, including death resulting from any of these at any time. It also includes mental anguish, mental injury, or shock, but only when sustained at the same time or as a result of physical injury.
- **Breach of Fiduciary Duty** means solely the violation of any of the responsibilities, obligations or duties imposed upon fiduciaries by the Employee Retirement Income Security Act of 1974, Public Law 93-406 commonly referred to as the Pension Reform Act of 1974 and amendments thereto, or similar provisions of any Federal, State or Local Statutory Law or Common Law.
- **Claim** means any information that may give rise to liability for **Damages** covered under this **Coverage Document**. **Claim** includes, but is not limited to, service of a notice of **Claim**, service of **Suit or Action**, or institution of arbitration proceedings against a **Participant**.
- **Coverage Document** means this Liability Coverage Document and the **Declarations** under which this Liability Coverage Document is issued, which comprise the terms and conditions of the insurance contract between the **Trust** and the **Named Participant**. If there is a contradiction between this Liability Coverage Document and the **Declarations**, the language in the **Declarations** controls.
- **Coverage Period** means the period of time indicated on the **Declarations** as issued by the **Trust** to the **Named Participant**.
- **Coverage Territory** means anywhere in the world if the **Participant's** responsibility to pay **Damages** is determined in a civil, arbitration, or alternative dispute resolution proceeding brought in the United States of America, its territories or possessions, Puerto Rico, or Canada.
- **Cyber Extortion Threat** mean the use of a computer or other electronic communications system to obtain or attempt by threat unauthorized access to money or other financial gain, or avoidance of financial loss.
- **Damages** means a monetary amount for which a **Participant** is liable or potentially liable, but **Damages** do not include:
 - a. Fines;
 - b. Statutory penalties;
 - c. Civil penalties under any statute;
 - d. Civil penalties under Federal or State law;
 - e. Punitive or exemplary damages;

- f. Money or costs which are normal business expenses of the **Named Participant**, such as, but not limited to, repair or maintenance of the **Named Participant's** property; or
 - g. Funds improperly collected or retained from any taxpayer or governmental agency by a **Participant** or by any other party that improperly receives funds from any taxpayer or governmental agency due to the negligence of a **Participant**.
- **Declarations** means the Special Districts Insurance Services (SDIS) Liability Declarations page as issued to the **Named Participant** for the current **Coverage Period**, which are part of this **Coverage Document**.
 - **Deductible** means the deductible(s) that are stated in the **Declarations**.
 - **Defense Costs** means and is limited to attorney's fees, expert's fees, and normal administrative litigation costs such as court reporter's fees, transcript fees, filing fees, and reasonable, miscellaneous costs such as postage, communication, and photocopies.
 - **Defense Counsel Panel** means the attorneys or law firms regularly chosen by the **Trust** to represent **Participants** in defending **Claims**.
 - **Earthquake** means a sudden and violent shaking of the ground as a result of seismic activity or movements within the earth's crust or volcanic action. **Earthquake** also includes any **Tsunami**, flooding, sinkholes, fire, landslide, or erosion that results from an **Earthquake**.
 - **Electronic Data** means information, facts, data, or programs stored as or on, created or used on, or transmitted to or from, computer software, including systems and application software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices, or any other media which are used with electronically controlled equipment, and any other electronically stored information.
 - **Emergency Operations** means an urgent response to an unexpected and potentially dangerous or destructive situation that threatens to cause **Bodily Injury, Personal Injury** or **Property Damage**.
 - **Employee** means a current or former employee of the **Named Participant** or a person who is deemed by law to be an employee of the **Named Participant**.
 - **Employee Benefits Programs** means the following, if established or maintained by or for the **Named Participant**:
 - a. Group life insurance, employee assistance programs, group accident or health insurance, investment plans or savings plans, profit sharing plans, pension plans, 401k plans, and stock subscription plans, provided that no one other than an **Employee** of the **Named Participant** may subscribe to such insurance program, or plans;

- b. Unemployment insurance, social security benefits, workers compensation, and disability benefits; and
 - c. Self-insurance program of any kind.
- **Fungal Pathogens** means 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.
- **Good Samaritan** means a person who renders aid in an emergency situation to an injured person on a voluntary basis.
- **Hostile Fire** means a fire which becomes uncontrollable or breaks out from where it was intended to be contained.
- **Incidental Medical Practice** means rendering treatment or medical services by a **Participant**:
 - a. when providing such services as an emergency medical technician or firefighter;
 - b. when rendering first aid, whether or not the **Participant** is also licensed to practice a form of medicine. Such first aid must be done voluntarily, in good faith, and without expectation of compensation; or
 - c. when providing such services is in connection with providing training, certification, licensure, or on-line telecommunicated directions in the course and scope of the **Participant's** duties for the **Named Participant**.
- **Injunctive Relief** means non-monetary or equitable relief requested against a **Participant**. Such non-monetary or equitable relief includes, without limitation, a permanent, preliminary, or temporary injunction; a restraining order; a stalking order; a prohibitive writ against performance; and an order for specific performance.
- **Insured Contract** means a legally enforceable contract that includes one or more of the following:
 - a. A provision in a lease of premises that relates to **Tort** liabilities assumed by the **Named Participant** arising out of the lease, such assumption occurring in writing prior to the date of **Occurrence or Wrongful Act**;
 - b. A sidetrack agreement;
 - c. Any easement or license agreement;

- d. An obligation, as required by ordinance, regulation, or statute to indemnify a **Public Body**;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to the **Named Participant's** operations (including an indemnification of a **Public Body** in connection with work performed by or for a **Public Body**) under which the **Named Participant** assumes the **Tort** liability of another person or entity to pay for **Bodily Injury, Property Damage, or Personal Injury** to a third person or organization, provided the **Bodily Injury, Property Damage, or Personal Injury** is based on an **Occurrence** that takes place subsequent to the execution of the contract or agreement;
- g. An indemnification agreement between a hospital or other medical care center and the **Named Participant** that is required by the hospital or medical care center in connection with it providing emergency medical technician training to **Participants** in connection with an emergency medical technician training program; and
- h. Contracts for services with **Public Bodies**.

An **Insured Contract** does not include that part of any contract or agreement:

- a. That indemnifies an architect, engineer, or surveyor acting as an independent contractor for injury or **Damages** arising out of professional errors or omissions;
- b. That indemnifies any person or organization for **Damages** by fire to premises rented or loaned to the **Participant** for an amount greater than \$1 million; and
- c. That involve the purchase or sale of real property or personal property.

- **Loading or Unloading** means the handling of property:

- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft, **Auto**, or **Mobile Equipment**;
- b. While it is in or on an aircraft, watercraft, **Auto**, or **Mobile Equipment**; or
- c. While it is being moved from an aircraft, watercraft, **Auto**, or **Mobile Equipment** to the place where it is finally delivered; but **Loading or Unloading** does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft, **Auto**, or **Mobile Equipment**.

- **Marine Salvage:**

- a. **Marine Salvage** means the process of recovering a sunken watercraft from the **Named Participants** waterway.
- b. **Marine Salvage** does not include any costs associated with any cleanup, removal or remediation of **Pollutants**.
- **Medical Care** means the rendering of services related to the maintenance of health, prevention of illness, and treatment of illness or injury, whether such illness or injury is physical, mental, or emotional.
- **Mobile Equipment** means any of the following types of land vehicles, including any attached machinery or equipment:
 - a. Bulldozers, farm machinery, forklifts, and other vehicles designed for use principally off public roads;
 - b. Vehicles maintained for use solely on or next to premises a **Named Participant** owns or rents;
 - c. Vehicles that travel on crawler treads;
 - d. Vehicles, whether self-propelled or not, with permanently mounted:
 - 1. Power cranes, shovels, loaders, diggers, or drills; or
 - 2. Road construction or resurfacing equipment such as graders, scrapers, or rollers;
 - e. Vehicles not described in a., b., c., or d. immediately preceding that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - 1. Air compressors, pumps, and generators, including spraying, welding, building cleaning, geophysical exploration, lighting, and well servicing equipment; or
 - 2. Cherry pickers and similar devices used to raise or lower workers;
 - f. Vehicles not described in a., b., c., or d. of this section maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not **Mobile Equipment**, but will be considered **Autos**:

- 1. Equipment designed primarily for:
 - (i) Snow removal;

- (ii) Road maintenance, but not construction or resurfacing;
or
 - (iii) Street cleaning;
2. Cherry pickers and similar devices mounted on automobiles or truck chassis and used to raise or lower workers; and
3. Air compressors, pumps, and generators, including spraying, welding, building cleaning, geophysical exploration, lighting, or well servicing equipment.

Notwithstanding the foregoing, any vehicle, equipment, or machinery that is considered an auto that is covered under any other insurance policy purchased by the **Named Participant**, will be deemed an **Auto** under this **Coverage Document**, and not **Mobile Equipment**.

- **Named Participant** means the organization formed under the laws of the State of Oregon identified as the **Named Participant** in the **Declarations**.
- **Nuclear Energy Liability Hazard** means injury, sickness, disease, death or destruction (1) with respect to which a **Participant** under this **Coverage Document** is also an insured under a nuclear energy liability insurance policy or **Coverage Document** 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 **Coverage Document** or policy but for its termination upon exhaustion of its limits of liability; (2) resulting from the hazardous properties of nuclear material and with respect to which (i) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (ii) the **Participant** is, or had such policy or **Coverage Document** 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; (3) resulting from the hazardous properties of nuclear materials, if (i) the nuclear material is at any nuclear facility owned by, or operated on behalf of, any **Participant**, or has dispersed therefrom; (ii) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported, or disposed of, by or on behalf of a **Participant**, or (iii) the injury, sickness, disease, death, or destruction arising out of the furnishing by a **Participant** of services, materials, parts, or equipment in connection with 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, Puerto Rico, or Canada, this part (iii) applies only to injury or destruction of or loss of property of such nuclear facility.

As used in this definition:

- a. Hazardous properties means radioactive, toxic, or explosive properties;
- b. Nuclear material means source material, special nuclear material, or byproduct material;

- c. Source material, special nuclear material, and byproduct material have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;
- d. Spent fuel means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;
- e. Waste means any waste material (a) containing byproduct material and (b) 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;
- f. Nuclear facility means (a) any nuclear reaction; (b) any equipment or device designated 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 a **Participant** 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 for such operation;
- g. Nuclear reactor means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material. With respect to "injury" or "destruction" of property, then "injury" or "destruction" includes all forms of radioactive contamination of property.

- **Occurrence** means:

- a. With respect to **Bodily Injury** and **Property Damage**, an accident, including continuous or repeated exposure to substantially the same general harmful conditions;
 - 1. Any **Occurrence** that is based on continuous or repeated exposure to substantially the same general harmful conditions shall be deemed to have taken place on the date of the initial exposure to the initial general harmful condition;
 - 2. The multiple exposures shall be deemed to be a single **Occurrence** that takes place on such date of initial exposure;
 - 3. The **Occurrence** is deemed to occur on such single date regardless of the number or date of the subsequent exposures;

4. The **Occurrence** is deemed to occur on such single date regardless of whether the **Occurrence** or the resulting **Bodily Injury, Property Damage, or Personal Injury** takes place over more than one **Coverage Period**;
5. The **Occurrence** is deemed to occur on such single date regardless of the number of persons or property exposed or injured, or person offended, or resulting **Claims**;
6. Such single **Occurrence** shall be considered under one aggregate, **Per Occurrence Limit of Liability** under the **Coverage Period**, if any, applicable to the date of the initial exposure to the initial general harmful condition.

b. With respect to **Personal Injury**, an **Offense** or series of related **Offenses**.

1. Any **Occurrence** that is based on a series of related **Offenses** shall be deemed to have taken place on the date of the initial **Offense**;
2. The multiple **Offenses** shall be deemed to be a single **Occurrence** that takes place on such date of initial **Offense**;
3. The **Occurrence** is deemed to occur on such single date regardless of the number or date of the subsequent **Offenses**;
4. The **Occurrence** is deemed to occur on such single date regardless of whether the **Occurrence** or the resulting **Bodily Injury, Property Damage, or Personal Injury** takes place over more than one **Coverage Period**;
5. The **Occurrence** is deemed to occur on such single date regardless of the number of persons or property exposed or injured, or person harmed, or resulting **Claims**;
6. Such single **Occurrence** shall be considered under one aggregate **Per Occurrence Limit of Liability** under the **Coverage Period**, if any, applicable to the date of the initial exposure to the initial **Offense**.

- **Offenses** means any of the offenses included in the definition of **Personal Injury**.
- **Participant** means the **Named Participant** and each of the following while acting under the direction and control of the **Named Participant** and within the course and scope of their duties as such:
 - a. Directors;

- b. Executive Officers;
- c. **Employees**;
- d. agents of the Named Participant pursuant to ORS 30.285
- e. Volunteers;
- f. Any board, commission, governmental agency, subdivision, department, municipal body, not-for profit corporation, association or other unit operated by the **Named Participant**, or under the **Named Participant's** jurisdiction, will qualify as a **Participant** if there is no other similar insurance in place for that organization;
- g. **Good Samaritans** at the scene of an accident, when the person's actions are not part of any official response of the Named Participant; and
- h. Any person, entity, or any organization the **Named Participant** is required by an **Insured Contract** to include as a **Participant**. The terms of the **Insured Contract** will have no effect on either the **Per Occurrence Limit of Liability, Per Wrongful Act Limit of Liability** or the **Annual Aggregate Limit of Liability**. The **Insured Contract** must be effective and executed prior to a covered **Occurrence** or **Wrongful Act**. In no event shall coverage under this **Coverage Document** extend pursuant to this subsection h. to any party for any **Claim**, however or whenever asserted, arising out of such party's sole negligence. The term "Additional Insured," if used in an **Insured Contract**, shall be understood to mean the same as **Additional Participant**.

- **Per Occurrence Limit of Liability** means the **Per Occurrence Limit of Liability** which is stated in the **Declarations**. The **Per Occurrence Limit of Liability** shown in the **Declarations** is the **Trust's** maximum limit of liability for all **Damages** arising from one **Occurrence** that takes place during the **Coverage Period** under Coverage A, and, where applicable, the Additional Coverages. In the event the limit under an Additional Coverage is lower than the **Per Occurrence Limit of Liability**, the lower limit applies. This **Per Occurrence Limit of Liability** is the most the **Trust** will pay regardless of the number of **Participants** against whom **Claims** have been asserted and regardless of the number of **Claims** seeking the **Damages** that have been asserted.
- **Per Wrongful Act Limit of Liability** means the **Per Wrongful Act Limit of Liability** which is stated in the **Declarations**. The **Per Wrongful Act Limit of Liability** shown in the **Declarations** is the **Trust's** maximum limit of liability for all **Damages** arising from one **Wrongful Act** that takes place during the **Coverage Period** under Coverage B, and, where applicable, the Additional Coverages. In the event the limit under an Additional Coverage is lower than the **Per Wrongful Act Limit of Liability**, the lower limit applies. This **Per Wrongful Act Limit of Liability** is the most the **Trust** will pay regardless of the number of **Participants** against whom **Claims** have been asserted and regardless of the number of **Claims**

seeking the **Damages** that have been asserted.

- **Personal Injury** means injury, other than **Bodily Injury**, arising out of one or more of the following **Offenses**:
 - a. False arrest, detention, or imprisonment;
 - b. Malicious prosecution;
 - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling, or premises that a person occupies by or on behalf of its owner, landlord, or lessor;
 - d. Oral statements or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products, or services;
 - e. Oral statements or written publication of material that violates a person's right of privacy; or
 - f. Copyright infringement.

Written publication, as used under the definition of **Personal Injury**, includes, but is not limited to, materials placed or distributed via the internet, electronic chatrooms, bulletin boards, web-sites, email, text messages, or other similar electronic means of communication.

- **Pollutants** means any solid, liquid, gaseous, or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, and waste. Waste includes materials to be recycled, reconditioned, or reclaimed.
- **Potable Water** means water intended and provided for human consumption.
- **Property Damage** means:
 - a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
 - b. Loss of use of tangible property that is not physically injured, but only if that loss of use happens as a result of physical injury to the claimant's other tangible property. All such loss of use shall be deemed to occur at the time of the **Occurrence** that caused it.
- **Public Body** means the State of Oregon or any political subdivision, municipality, public corporation, or agency as defined in ORS 30.260(4).
- **Rail spur** means a side track that connects with the main track of a railroad system.

- **Related Wrongful Acts** mean **Wrongful Acts** which have as a common nexus any fact, circumstance, situation, event, transaction or series of facts, circumstances, situations, events or transactions.
- **Sexual Molestation** means the actual, attempted, or alleged unlawful sexual contact of a person, by another person, or persons acting in concert.
- **Suit or Action** means a civil proceeding filed in a court of law. **Suit or Action** also includes an arbitration proceeding in which **Damages** are claimed and to which the **Participant** must submit or does submit, with our consent, or any other alternative dispute resolution proceeding to which the **Participant** submits with the **Trust's** consent.
- **Tort** means the breach of a legal duty that is imposed by law, other than a duty arising from contract or quasi-contract, the breach of which causes injury to a specific person, persons, or property for which the law provides a civil right of action for **Damages** or for a protective remedy.
- **Trust** means the Special Districts Insurance Services Trust.
- **Tsunami** means high sea wave or inundation of sea water on land caused by an **Earthquake** or submarine landslide.
- **Unmanned Aircraft System** means an unmanned aircraft, without a human pilot on board, and all the associated support equipment, control station, data links, telemetry, communications and navigation equipment necessary for the pilot-in-command together with his or her crewmembers and visual observers to operate the unmanned aircraft.
- **Wrongful Acts** means an actual or alleged error, misstatement, or misleading statement, or an act of omission or neglect, negligence, or breach of duty, including misfeasance and nonfeasance by a **Participant** rendered in the discharge of their duties, including continuous or repeated similar conduct, and including an **Employment Practices Wrongful Act** or acts in the **Administration of Employee Benefits Programs**.
 - a. Any **Wrongful Act** that is based on continuous or repeated conduct shall be deemed to have taken place on the date of the initial conduct;
 - b. A series of **Related Wrongful Acts** shall be deemed to be a single **Wrongful Act** that takes place on such date of initial conduct;
 - c. The **Wrongful Act** is deemed to take place on such date regardless of the number or dates of the **Related Wrongful Acts**;
 - d. The **Wrongful Act** is deemed to take place on such date regardless of whether the resulting injury or **damage**, from an **Employment Practices Wrongful Act**, takes place over more than one **Coverage Period** insured by the **Trust**,

- e. The **Wrongful Act** is deemed to take place on such date regardless of the number of persons or property harmed or resulting **Claims**,
- f. Such single **Wrongful Act** shall be subject to a single **Per Wrongful Act Limit of Liability** and, if applicable, **Annual Aggregate Limit of Liability** for the **Coverage Period** when the initial **Wrongful Act** took place.

END OF LIABILITY COVERAGE DOCUMENT