

FILED

FEB 02 2024

JEANNIE GOFF
COUNTY CLERK, JEFFERSON COUNTY, MO

BILL NO.: 24-0122

ORDINANCE NO.: 24-0120

INTRODUCED BY: COUNCIL MEMBER (s) Goetelke

1 AN ORDINANCE TO RENEW COVERAGE FOR PROPERTY
2 COVERAGE AND FIDELITY AND CRIME INSURANCE WITH MISSOURI
3 PUBLIC ENTITY RISK MANAGEMENT FUND (MOPERM).

4 **WHEREAS,** Jefferson County, Missouri, (hereafter, the "County") recommends
5 the renewal of coverage for 2024 for Property Coverage, and Fidelity and Crime insurance
6 coverage with Missouri Public Entity Risk Management Fund (MOPERM) as follows:

7 RENEWAL

8 Property Coverage, and Fidelity and Crime insurance

9 INSURANCE NAME

10 Missouri Public Entity Risk Management Fund (MOPERM)

11 ORDINANCE NUMBER

12 23-0105

13 **WHEREAS,** the Jefferson County, Missouri, Council finds it is in the best interests
14 of the County to the renewal coverage for 2024 for Property Coverage up to the amount of
15 **\$312,297.00,** and Fidelity and Crime insurance coverage up to the amount of **\$3721.00**
16 with Missouri Public Entity Risk Management Fund (MOPERM) from 01-01-2024 to
17 01-01-2025 with approval of the County Council and County Executive up to the total
18 amount of **\$316,018.00** subject to budgetary limitations.

1 **BE IT ENACTED BY THE JEFFERSON COUNTY, MISSOURI, COUNCIL, AS**
2 **FOLLOWS:**

3 Section 1. The County authorizes the renewal of coverage for 2024 for
4 Property Coverage, and Fidelity and Crime insurance coverage with Missouri Public Entity
5 Risk Management Fund (MOPERM) for an additional one-year term as follows:

6 RENEWAL

7 Property Coverage, and Fidelity and Crime insurance

8 TERM

9 01-01-2024 to 01-01-2025

10 AMOUNT

11 Property Coverage up to the amount of **\$312,297.00**

12 Fidelity and Crime insurance coverage up to the amount of **\$3,721.00**

13 up to the total amount of **\$316,018.00**

14 subject to budgetary limitations

15 INSURANCE NAME

16 Missouri Public Entity Risk Management Fund (MOPERM)

17 Section 2. The Jefferson County, Missouri, Council hereby authorizes the
18 County Executive to execute a renewal agreement, incorporated herein by reference and
19 attached as Exhibit A. The County Executive is further authorized to take any and all
20 actions necessary to carry out the intent of this Ordinance.

21 Section 3. Copies of all Invitations for Bid, Requests for Proposals, responses
22 thereto, and any contracts or agreements shall be maintained by the Department of the

1 County Clerk consistent with the rules and procedures for the maintenance and retention
2 of records as promulgated by the Secretary of State.


3 Section 4. This Ordinance shall be in full force and effect from and after its
4 date of approval. If any part of this Ordinance is invalid for any reason, such invalidity
5 shall not affect the remainder of this Ordinance.

THIS BILL BEING DULY INTRODUCED, THE MEMBERS OF THE JEFFERSON COUNTY, MISSOURI, COUNCIL VOTED AS FOLLOWS:

Council Member District 1, Brian Haskins	<u>yes</u>
Council Member District 2, Gene F. Barbagallo	<u>yes</u>
Council Member District 3, <u>Mrs. Lori Adams</u>	<u>yes</u>
Council Member District 4, Charles Groeteke	<u>yes</u>
Council Member District 5, Scott Seek	<u>yes</u>
Council Member District 6, Daniel Stallman	<u>yes</u>
Council Member District 7, Bob Tullock	<u>yes</u>

THE ABOVE BILL ON THIS 29 DAY OF January, 2024:

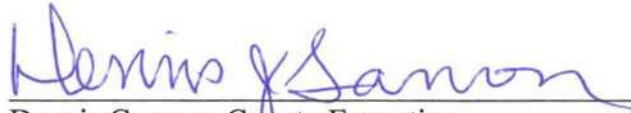
PASSED FAILED


Charles Groeteke, County Council Chair




Cheryl Lynn Boyer, Council Executive Assistant

THIS BILL WAS ✓ APPROVED BY THE JEFFERSON COUNTY EXECUTIVE AND ENACTED AS AN ORDINANCE OF JEFFERSON COUNTY, MISSOURI, THIS 2 DAY OF February, 2024.

THIS BILL WAS _____ VETOED AND RETURNED TO THE JEFFERSON COUNTY, MISSOURI, COUNCIL WITH WRITTEN OBJECTIONS BY THE JEFFERSON COUNTY EXECUTIVE, THIS _____ DAY OF _____, 2024.


Dennis Gannon, County Executive

ATTEST:


Jeanne Goff, County Clerk 

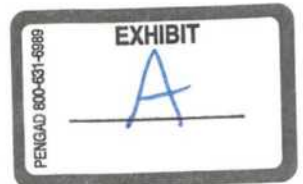
Reading Date: 1/29/2024



ORDINANCE NO.

24-0120

MOPERM



INVOICE

MISSOURI PUBLIC ENTITY RISK MANAGEMENT FUND

3425 Constitution Court, 3rd Floor
P.O. Box 7110
Jefferson City MO 65102
(888) 566-7376 Fax (573) 751-8276

Date 12-6-2023	Invoice Number 146480
Account Number 2002	Policy Number PP-2002-202401

Invoice To:

COUNTY OF JEFFERSON
PO BOX 100
HILLSBORO MO 63050

CUSTOM INSURANCE SERVICES INC

Policy Term: January 1, 2024 to January 1, 2025

TERMS DUE UPON RECEIPT
PLEASE REMIT PAYMENT TO:
MOPERM
3425 Constitution Court, 3rd Floor
P.O. Box 7110
Jefferson City MO 65102

	Description	Amount
	Fidelity & Crime Property	\$3,721.00 \$312,297.00
	TOTAL AMOUNT DUE	\$316,018.00



Invoice Breakdown for COUNTY OF JEFFERSON
Policy No. PP-2002-202401
Policy Period: January 1, 2024 to January 1, 2025

<u>Line of Business</u>	<u>Annual Contribution</u>
Fidelity & Crime	
Form A - Fidelity (\$100,000 Limit)	\$3,721.00
Form B - Forgery or Alteration (\$50,000 Limit)	Included
Form C - On Premises (\$50,000 Limit)	Included
Form D - In Transit (\$50,000 Limit)	Included
Form F - Computer Fraud (\$50,000 Limit)	Included
Form I - Claim Expense (\$5,000 Limit)	Included
Leased Mobile Equipment	\$0.00
Property	\$254,996.00
Earth Movement	Included
Electronic Data Processing Equipment	\$7,746.00
Equipment	\$12,362.00
Equipment Breakdown	\$37,179.00
Fine Arts	\$14.00
Flood	Included
Water Damage	Included
TOTAL INVOICED AMOUNT:	<u>\$316,018.00</u>

MOPERM INFORMATION REQUEST

This is the information we have on file for your entity. Please review it, make any necessary changes and return this form to us at your earliest convenience. If no changes have been made, do not return this form.

The form may be returned by email to renewals@moperm.com. It may also be faxed to 573-751-8276 (we do not need the original) or sent by regular mail to PO Box 7110, Jefferson City, MO 65102.

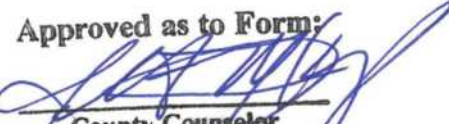
Thank you.

Entity Name:	COUNTY OF JEFFERSON	Policy No.:	PP-2002-202401
Primary Contact Person:	KRISTY APPRILL	Title:	COUNTY AUDITOR
Physical Address:	729 MAPLE HILLSBORO, MO 63050		
Mailing Address:	PO BOX 100 HILLSBORO, MO 63050		
County:	Jefferson	Contact Email:	kapprill@jeffcomo.org
Phone:	(636) 797-5461	Fax:	(636) 797-5583


Signature

1-24-2024
Date



Approved as to Form:

County Counselor
Jefferson County, Missouri



PROPERTY MEMORANDUM OF COVERAGE DECLARATIONS

MEMBER NAME AND MAILING ADDRESS COUNTY OF JEFFERSON PO BOX 100 HILLSBORO MO 63050	AGENCY NAME AND MAILING ADDRESS CUSTOM INSURANCE SERVICES INC 200 MISSISSIPPI AVE CRYSTAL CITY MO 63019
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ALL COVERAGES LISTED BELOW ARE SUBJECT TO ALL TERMS, CONDITIONS, EXCLUSIONS AND APPLICABLE REDUCTIONS DESCRIBED IN THE PROPERTY MEMORANDUM OF COVERAGE AND ARE SUBJECT TO PAYMENT OF THE CONTRIBUTION FOR THIS COVERAGE. NOTHING CONTAINED HEREIN IS INTENDED TO NOR SHALL BE CONSTRUED TO BROADEN THE LIABILITY OF THE MEMBER AGENCY BEYOND THE PROVISIONS OF SECTIONS 537.600 TO 537.610 RSMO NOR ABOLISH OR WAIVE ANY DEFENSE AT LAW WHICH MIGHT OTHERWISE BE AVAILABLE TO THE MEMBER AGENCY OR ITS OFFICERS AND EMPLOYEES.

Memorandum Number: 2002 Coverage Period: 12:01 a.m. 1-1-2024 to 12:01 a.m. 1-1-2025

Policy Number: PP-2002-202401

COVERAGE	LIMITS	DEDUCTIBLE
Property		Per Schedule
Earth Movement		Per Endorsement
Electronic Data Processing Equipment		Per Schedule
Equipment		Per Schedule
Equipment Breakdown		Per Schedule
Fine Arts		\$2,500.00
Flood		Per Endorsement
Water Damage		Per Schedule
Leased Mobile Equipment		\$2,500
Fidelity & Crime		
Form A - Fidelity	\$100,000	\$1,000.00
Form B - Forgery or Alteration	\$50,000	\$1,000.00
Form C - On Premises	\$50,000	\$1,000.00
Form D - In Transit	\$50,000	\$1,000.00
Form F - Computer Fraud	\$50,000	\$1,000.00
Form I - Claim Expense	\$5,000	\$0.00

Schedules attached to and made a part of this Memorandum at inception:
2024 Schedule of Total Property Insured Values
2024 Equipment Schedule
2024 Fine Arts Schedule

Issued by Missouri Public Entity Risk Management Fund (MOPERM), P.O. Box 7110, Jefferson City, MO 65102

By:

Date: 12-6-2023

Forms and endorsements contained in this Memorandum at inception:

Equipment Endorsement	MOPERMEE (Ed. 7-20)
Property Memorandum of Coverage	MOPERMPROP (Ed. 1-21)
Standard Fire Policy Provisions Endorsement	MOPERMSFPP (Ed. 1-19)
Earth Movement Endorsement	MOPERMEME (Ed. 1-19)
Flood and Water Damage Endorsement	MOPERMFWDE (Ed. 1-19)
Joint Loss Agreement Endorsement	MOPERMJLAE (Ed. 1-19)
Margin Clause Endorsement	MOPERMMCE (Ed. 1-19)
Missouri Changes - Pollution	MOPERMMCP (Ed. 1-19)
Terrorism Endorsement: Certified Act of Terrorism	MOPERMTE (Ed. 1-19)
Up + Running Equipment Breakdown Insurance Policy	XL America, Inc. PEB 050 0612
MOPERM Crime Coverage	MOPERMCRIME(Ed. 1-19)

Issued by Missouri Public Entity Risk Management Fund (MOPERM), P.O. Box 7110, Jefferson City, MO 65102

By:



Date: 12-6-2023

Policy Number:PP-2002-202401

M100PROPDEC(Ed.1-21)



Member Name: COUNTY OF JEFFERSON
 Coverage Period: January 1, 2024 to January 1, 2025
 Agency Name: CUSTOM INSURANCE SERVICES INC

Policy Number: PP-2002-202401
 Policy Effective Date: January 1, 2024

2024 Schedule of Total Property Insured Values

Location	Physical Address	Description	SqFt	Building Value	Contents Value	EDP Value	Business Income Amount	Total Insured Value	Property Deductible	EBD Deductible	Contribution per Location
LOCATION 01	2800 COMMUNITY LN	01 CONCESSION STAND / RESTROOMS	800	\$70,596	\$0	\$0	\$0	\$70,596	\$2,500	\$2,500	\$220.00
LOCATION 01	2800 COMMUNITY LN	02 FENCE & LIGHTS AT HOCKEY RINK		\$118,606	\$0	\$0	\$0	\$118,606	\$2,500	NC	\$292.00
LOCATION 01	2800 COMMUNITY LN	03 HIGH RIDGE CIVIC CENTER	3600	\$504,279	\$21,321	\$0	\$0	\$525,600	\$2,500	\$2,500	\$1,677.00
LOCATION 01	2800 COMMUNITY LN	04 SMALL PAVILION	300	\$11,138	\$0	\$0	\$0	\$11,138	\$2,500	\$2,500	\$30.00
LOCATION 01	2800 COMMUNITY LN	05 LARGE PAVILION		\$55,000	\$0	\$0	\$0	\$55,000	\$2,500	\$2,500	\$141.00
LOCATION 01	2800 COMMUNITY LN	06 PLAYGROUND EQUIPMENT		\$240,000	\$0	\$0	\$0	\$240,000	\$2,500	NC	\$592.00
LOCATION 02	10737 STATE HWY 21	01 STORAGE BUILDING	1200	\$122,589	\$0	\$0	\$0	\$122,589	\$2,500	\$2,500	\$382.00
LOCATION 03	11350 JOE BUCK RD, BIG RIVER SADDLE CLUB	01 NEW FENCE AT HORSE ARENA		\$39,050	\$0	\$0	\$0	\$39,050	\$2,500	NC	\$96.00
LOCATION 03	11350 JOE BUCK RD, BIG RIVER SADDLE CLUB	02 PLAYGROUND EQUIPMENT		\$61,875	\$0	\$0	\$0	\$61,875	\$2,500	NC	\$153.00
LOCATION 03	11350 JOE BUCK RD, BIG RIVER SADDLE CLUB	03 NEW RESTROOM BUILDING		\$208,780	\$0	\$0	\$0	\$208,780	\$2,500	\$2,500	\$535.00
LOCATION 03	11350 JOE BUCK RD, BIG RIVER SADDLE CLUB	04 SHELTER HOUSE/ PAVILION	1000	\$35,301	\$0	\$0	\$0	\$35,301	\$2,500	\$2,500	\$94.00
LOCATION 03	11350 JOE BUCK RD, BIG RIVER SADDLE CLUB	05 SIGNAGE AT BIG RIVER SADDLE CLUB		\$11,138	\$0	\$0	\$0	\$11,138	\$2,500	NC	\$27.00
LOCATION 04	1403 HERCULANEUM INDUSTRIAL DR	01 OFFICE/STORAGE/ WAREHOUSE	2200	\$272,250	\$10,000	\$0	\$0	\$282,250	\$2,500	\$2,500	\$870.00

By:

Date: 12-6-2023

Member Name: COUNTY OF JEFFERSON
 Coverage Period: January 1, 2024 to January 1, 2025
 Agency Name: CUSTOM INSURANCE SERVICES INC

Policy Number: PP-2002-202401
 Policy Effective Date: January 1, 2024

Location	Physical Address	Description	SqFt	Building Value	Contents Value	EDP Value	Business Income Amount	Total Insured Value	Property Deductible	EBD Deductible	Contribution per Location
LOCATION 05	1403A HERCULANEUM INDUSTRIAL DR	01 STORAGE/WAREHOUSE	4370	\$308,736	\$10,000	\$0	\$0	\$318,736	\$2,500	\$2,500	\$982.00
LOCATION 06	1409 HERCULANEUM INDUSTRIAL DR	01 OFFICE/STORAGE/ WAREHOUSE	5100	\$788,906	\$50,000	\$100,000	\$0	\$938,906	\$2,500	\$2,500	\$2,893.00
LOCATION 08	2960 LEE PYLE RD	01 7 FOOT CHAIN LINK FENCE		\$42,358	\$0	\$0	\$0	\$42,358	\$2,500	NC	\$104.00
LOCATION 08	2960 LEE PYLE RD	02 FUEL TANKS	500	\$17,649	\$0	\$0	\$0	\$17,649	\$2,500	NC	\$44.00
LOCATION 08	2960 LEE PYLE RD	03 LARGE SPREADER BUILDING	3000	\$105,898	\$0	\$0	\$0	\$105,898	\$2,500	\$2,500	\$329.00
LOCATION 08	2960 LEE PYLE RD	04 MAINTENANCE GARAGE	6000	\$594,000	\$0	\$0	\$0	\$594,000	\$2,500	\$2,500	\$1,895.00
LOCATION 08	2960 LEE PYLE RD	05 POLE BARN - STORAGE	600	\$31,769	\$0	\$0	\$0	\$31,769	\$2,500	\$2,500	\$99.00
LOCATION 08	2960 LEE PYLE RD	06 SALT DOME	11304	\$371,250	\$0	\$0	\$0	\$371,250	\$2,500	\$2,500	\$993.00
LOCATION 08	2960 LEE PYLE RD	07 SMALL SPREADER STORAGE	1200	\$39,709	\$0	\$0	\$0	\$39,709	\$2,500	\$2,500	\$123.00
LOCATION 09	300 MAIN ST	01 COUNTY COURTHOUSE	80000	\$24,750,000	\$489,350	\$1,003,350	\$0	\$26,242,700	\$2,500	\$2,500	\$71,974.00
LOCATION 10	301 THIRD ST	01 EXTENSION OFFICE	8700	\$1,501,699	\$20,000	\$0	\$0	\$1,521,699	\$2,500	\$2,500	\$4,069.00
LOCATION 12	400 FIRST ST	01 SHERIFF DEPARTMENT/ JUSTICE CENTER	34650	\$11,090,442	\$429,450	\$184,450	\$0	\$11,704,342	\$2,500	\$2,500	\$30,762.00
LOCATION 13	4320 STATE ROAD W, ROCKFORD BEACH	01 NEW RESTROOM BUILDING	120	\$62,448	\$0	\$0	\$0	\$62,448	\$2,500	\$2,500	\$160.00
LOCATION 14	4900 BYRNESVILLE RD (SPORTS COMPLEX)	03 STRUCTURES LIGHTS AND FENCES		\$171,437	\$0	\$0	\$0	\$171,437	\$2,500	NC	\$423.00
LOCATION 14	4900 BYRNESVILLE RD (SPORTS COMPLEX)	04 PLAYGROUND EQUIPMENT		\$92,659	\$0	\$0	\$0	\$92,659	\$2,500	NC	\$229.00
LOCATION 14	4900 BYRNESVILLE RD (SPORTS COMPLEX)	05 NEW PAVILION		\$175,000	\$0	\$0	\$0	\$175,000	\$2,500	\$2,500	\$448.00

By: 

Date: 12-6-2023

Member Name: COUNTY OF JEFFERSON
 Coverage Period: January 1, 2024 to January 1, 2025
 Agency Name: CUSTOM INSURANCE SERVICES INC

Policy Number: PP-2002-202401
 Policy Effective Date: January 1, 2024

Location	Physical Address	Description	SqFt	Building Value	Contents Value	EDP Value	Business Income Amount	Total Insured Value	Property Deductible	EBD Deductible	Contribution per Location
LOCATION 15	5 MERCHANT DR	01 JUVENILE DAY TREATMENT		\$0	\$10,000	\$5,000	\$0	\$15,000	\$2,500	\$2,500	\$40.00
LOCATION 16	510 FIRST ST	01 JAIL		\$27,164,923	\$427,744	\$192,250	\$0	\$27,784,917	\$2,500	\$2,500	\$73,024.00
LOCATION 17	5217 STATE ROAD B	01 EDC OFFICES - LESSORS RISK ONLY	3000	\$516,038	\$0	\$51,603	\$0	\$567,640	\$2,500	\$2,500	\$1,811.00
LOCATION 18	5275 HWY B	01 7 FOOT CHAIN LINK FENCE		\$52,946	\$0	\$0	\$0	\$52,946	\$2,500	NC	\$131.00
LOCATION 18	5275 HWY B	02 FUEL TANKS	500	\$17,649	\$0	\$0	\$0	\$17,649	\$2,500	NC	\$44.00
LOCATION 18	5275 HWY B	03 LARGE SPREADER STORAGE	6200	\$105,898	\$0	\$0	\$0	\$105,898	\$2,500	\$2,500	\$329.00
LOCATION 18	5275 HWY B	05 MAINTENANCE GARAGE/SALT DOME	10000	\$1,047,928	\$58,055	\$3,222	\$0	\$1,109,205	\$2,500	\$2,500	\$3,448.00
LOCATION 18	5275 HWY B	05 MAINTENANCE SHED	11000	\$970,713	\$0	\$0	\$0	\$970,713	\$2,500	\$2,500	\$3,017.00
LOCATION 18	5275 HWY B	06 PARKS DEPT BUILDING	8200	\$384,203	\$0	\$0	\$0	\$384,203	\$2,500	\$2,500	\$1,174.00
LOCATION 18	5275 HWY B	07 SALT DOME	11304	\$371,250	\$0	\$0	\$0	\$371,250	\$2,500	\$2,500	\$993.00
LOCATION 18	5275 HWY B	08 SECONDARY BUILDING	6000	\$529,478	\$0	\$0	\$0	\$529,478	\$2,500	\$2,500	\$1,646.00
LOCATION 18	5275 HWY B	09 SMALL SPREADER STORAGE	3000	\$25,415	\$0	\$0	\$0	\$25,415	\$2,500	\$2,500	\$79.00
LOCATION 18	5275 HWY B	10 LIGHT FLEET DEPT BLDG	12000	\$1,210,009	\$507,000	\$18,500	\$0	\$1,735,509	\$2,500	\$2,500	\$5,301.00
LOCATION 18	5275 HWY B	11 PARK MAINTENANCE BUILDING		\$349,275	\$0	\$0	\$0	\$349,275	\$2,500	\$2,500	\$1,039.00
LOCATION 19	6460 HWY MM	01 7 FOOT CHAIN LINK FENCE		\$31,769	\$0	\$0	\$0	\$31,769	\$2,500	NC	\$78.00
LOCATION 19	6460 HWY MM	02 LARGE SPREADER STORAGE	4000	\$123,546	\$0	\$0	\$0	\$123,546	\$2,500	\$2,500	\$384.00
LOCATION 19	6460 HWY MM	03 MAINTENANCE GARAGE	5300	\$427,994	\$12,822	\$0	\$0	\$440,816	\$2,500	\$2,500	\$1,371.00

By: 

Date: 12-6-2023

Member Name: COUNTY OF JEFFERSON
 Coverage Period: January 1, 2024 to January 1, 2025
 Agency Name: CUSTOM INSURANCE SERVICES INC

Policy Number: PP-2002-202401
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Location	Physical Address	Description	SqFt	Building Value	Contents Value	EDP Value	Business Income Amount	Total Insured Value	Property Deductible	EBD Deductible	Contribution per Location
LOCATION 19	6460 HWY MM	04 SALT DOME	11304	\$371,250	\$0	\$0	\$0	\$371,250	\$2,500	\$2,500	\$993.00
LOCATION 20	6700 OLD MORSE MILL RD, MORSE MILL PARK	01 NEW RESTROOM		\$62,448	\$0	\$0	\$0	\$62,448	\$2,500	\$2,500	\$160.00
LOCATION 21	6701 TWIN RIVERS RD, PLEASANT VALLEY NATURE PRESERVE	02 NEW RESTROOM BUILDING	200	\$208,780	\$0	\$0	\$0	\$208,780	\$2,500	\$2,500	\$535.00
LOCATION 21	6701 TWIN RIVERS RD, PLEASANT VALLEY NATURE PRESERVE	03 SHELTER HOUSE/ PAVILION	600	\$35,301	\$0	\$0	\$0	\$35,301	\$2,500	\$2,500	\$94.00
LOCATION 21	6701 TWIN RIVERS RD, PLEASANT VALLEY NATURE PRESERVE	04 WELL AND PUMP HOUSE		\$88,000	\$0	\$0	\$0	\$88,000	\$2,500	\$2,500	\$222.00
LOCATION 22	6801 CEDAR HILL RD, CEDAR HILL PARK	01 NEW RESTROOM BUILDING		\$62,448	\$0	\$0	\$0	\$62,448	\$2,500	\$2,500	\$160.00
LOCATION 24	725 MAPLE ST	01 COURTHOUSE ANNEX BUILDING	49500	\$3,325,928	\$350,484	\$241,293	\$0	\$3,917,705	\$2,500	\$2,500	\$10,746.00
LOCATION 25	729 MAPLE ST	01 COUNTY ADMINISTRATION BUILDING	35600	\$8,649,773	\$587,441	\$789,151	\$0	\$10,026,365	\$2,500	\$2,500	\$26,810.00
LOCATION 26	739 MAPLE ST	01 STORAGE BUILDING	6000	\$654,139	\$150,000	\$14,312	\$0	\$818,451	\$2,500	\$2,500	\$2,245.00
LOCATION 27	739A MAPLE ST	01 WAREHOUSE	3000	\$182,003	\$39,220	\$0	\$0	\$221,223	\$2,500	\$2,500	\$688.00
LOCATION 28	7787 BROWNS FORD RD, BROWNS FORD PARK	01 NEW RESTROOM BUILDING		\$62,448	\$0	\$0	\$0	\$62,448	\$2,500	\$2,500	\$160.00
LOCATION 28	7787 BROWNS FORD RD, BROWNS FORD PARK	02 SIGNAGE		\$11,138	\$0	\$0	\$0	\$11,138	\$2,500	NC	\$27.00
LOCATION 29	7887 TOWER RD	02 250' RADIO TOWER (SUNRIDGE)		\$49,597	\$0	\$0	\$0	\$49,597	\$2,500	\$2,500	\$139.00
LOCATION 29	7887 TOWER RD	04 RADIO TOWER BUILDING		\$65,000	\$4,477	\$0	\$0	\$69,477	\$2,500	\$2,500	\$195.00

By: 

Date: 12-6-2023

Member Name: COUNTY OF JEFFERSON
 Coverage Period: January 1, 2024 to January 1, 2025
 Agency Name: CUSTOM INSURANCE SERVICES INC

Policy Number: PP-2002-202401
 Policy Effective Date: January 1, 2024

Location	Physical Address	Description	SqFt	Building Value	Contents Value	EDP Value	Business Income Amount	Total Insured Value	Property Deductible	EBD Deductible	Contribution per Location
LOCATION 30	8093 TOWER RD, SUNRIDGE PARK	02 PLAYGROUND EQUIPMENT		\$102,094	\$0	\$0	\$0	\$102,094	\$2,500	NC	\$252.00
LOCATION 30	8093 TOWER RD, SUNRIDGE PARK	03 NEW RESTROOM BUILDING	200	\$208,780	\$0	\$0	\$0	\$208,780	\$2,500	\$2,500	\$535.00
LOCATION 30	8093 TOWER RD, SUNRIDGE PARK	04 SHELTER HOUSE/ PAVILION	600	\$35,301	\$0	\$0	\$0	\$35,301	\$2,500	\$2,500	\$94.00
LOCATION 31	9501 GOLD FINCH RD	01 JUVENILE DETENTION FACILITY	17500	\$10,097,592	\$20,000	\$20,000	\$0	\$10,137,592	\$2,500	\$2,500	\$26,644.00
LOCATION 32	HIGHWAY 30 & DILLON PLAZA DR	01 SHERIFF DEPARTMENT - NORTH ZONE OFFICE		\$0	\$20,000	\$20,000	\$0	\$40,000	\$2,500	\$2,500	\$109.00
LOCATION 35	4840 MO-30	01 ANIMAL CONTROL FACILITY	11300	\$3,093,750	\$80,000	\$20,000	\$0	\$3,193,750	\$2,500	\$2,500	\$8,541.00
LOCATION 36	753-757 MAPLE ST	01 VOTING EQUIP STORAGE @ RENTAL UNIT	5200	\$0	\$175,000	\$500,000	\$0	\$675,000	\$2,500	\$2,500	\$2,080.00
LOCATION 37	1177 MASON CIRCLE N	01 PEVELY OFFICE AND EVIDENCE STORAGE	10500	\$1,066,878	\$50,000	\$5,000	\$0	\$1,121,878	\$2,500	\$2,500	\$3,396.00
LOCATION 38	4320 HWY W	01 PARK VAULT RESTROOM		\$62,448	\$0	\$0	\$0	\$62,448	\$2,500	\$2,500	\$160.00
LOCATION 39	6090 MISSISSIPPI ST	01 PARK VAULT RESTROOM		\$62,448	\$0	\$0	\$0	\$62,448	\$2,500	\$2,500	\$160.00
LOCATION 39	6090 MISSISSIPPI ST	02 METAL PAVILION	660	\$90,000	\$0	\$0	\$0	\$90,000	\$2,500	\$2,500	\$231.00
	Totals			\$103,871,140	\$3,522,364	\$3,168,131	\$0	\$110,561,635			\$299,921.00

Minimum Premium Adjustments \$0.00

By: 

Date: 12-6-2023



Equipment Schedule

Entity Name: COUNTY OF JEFFERSON
Agency Name: CUSTOM INSURANCE SERVICES INC
Effective Date: January 1, 2024
Policy Period: January 1, 2024 to January 1, 2025

Item #	Description	ID#/ Serial	Department	Amount of Insurance	Deductible	Contribution per Item
1	CATERPILLAR MODEL XQ200 PORTABLE GENERATOR	EFA00159	PUBLIC WORKS	\$40,000	\$2,500	\$81.00
2	MOBARK 2400 XL CHIPPER SHREDDER	50025994S8SZ19192W050437	PUBLIC WORKS	\$39,407	\$2,500	\$80.00
3	MISC EQUIPMENT, NO ITEM >\$2,500		LAW ENFORCEMENT	\$15,000	\$2,500	\$30.00
4	MISC EQUIPMENT, NO ITEM >\$2,500		FLEET	\$15,000	\$2,500	\$30.00
5	MISC EQUIPMENT, NO ITEM >\$2,500		PUBLIC WORKS	\$15,000	\$2,500	\$30.00
6	MISC EQUIPMENT, NO ITEM >\$2,500		MAINTENANCE	\$15,000	\$2,500	\$30.00
7	MISC EQUIPMENT, NO ITEM >\$2,500		EMA DEPARTMENT	\$15,000	\$2,500	\$30.00
8	SA BY BRINE ROOM WANCO MESSAGE BOARD	5F12S1614L1005630	PUBLIC WORKS	\$17,950	\$2,500	\$36.00
9	SA BY BRINE ROOM WANCO MESSAGE BOARD	5S12S1616L1005631	PUBLIC WORKS	\$17,950	\$2,500	\$36.00
10	SA BY BRINE ROOM WANCO MESSAGE BOARD	5F12S1612G1006216	PUBLIC WORKS	\$17,797	\$2,500	\$36.00
11	SA BY BRINE ROOM WANCO MESSAGE BOARD	5F12S1610G1006215	PUBLIC WORKS	\$17,797	\$2,500	\$36.00
12	40 X 8 CONTAINER TRAILER SAC-14575		PUBLIC WORKS	\$5,341	\$2,500	\$11.00
13	2015 JOHN DEERE FH832790 BOOM MOWER	50155121L06105MKFH832790	PUBLIC WORKS	\$65,604	\$2,500	\$132.00
14	(2) LED RADAR DISPLAY SIGNS @ \$3,976 EA		PUBLIC WORKS	\$7,952	\$2,500	\$16.00
15	(5) LED SPEED SIGNS @ \$4,200 EA		PUBLIC WORKS	\$21,000	\$2,500	\$42.00
16	2017 PRO GRAVITY RECYCLING TRAILER	1P9PRG207HA277038	SOLID WASTE	\$15,900	\$2,500	\$32.00
17	AUTOMATIC SANDBAGGING MACHINE	1429 STARRS PROGRAMVIN KS131259/SERIAL 91102	EMA DEPARTMENT	\$63,875	\$2,500	\$129.00
18	2011 CONTINENTAL CARGO TRAILER PET SHELTER W/ SUPPLIES PER BID SPECS	5507 STARRS PROGRAM5NHUTW626BN06549	ANIMAL CONTROL	\$18,944	\$2,500	\$38.00
19	2011 AFFINITY 77 X 14 TANDEM AXLE UTILITY TRAILER	5508 STARRS PROGRAM1A9BU1422BE888002	ANIMAL CONTROL	\$2,883	\$2,500	\$6.00


By:

Date: 12-6-2023

COUNTY OF JEFFERSON

Agency Name: CUSTOM INSURANCE SERVICES INC

Item #	Description	ID# / Serial	Department	Amount of Insurance	Deductible	Contribution per Item
20	GREAT DANE 24FT ENCLOSED TRAILER	STARRS PROGRAM5RTBE2421DD003394	EMA DEPARTMENT	\$14,443	\$2,500	\$29.00
21	BALDOR DIESEL GENERATOR TRAILER TS25T	STARRS PROGRAM4TCSU1041DH511703/P1302140006	EMA DEPARTMENT	\$14,842	\$2,500	\$30.00
22	VIDEO/AUDIO SURVEILLANCE GEAR		LAW ENFORCEMENT	\$6,300	\$2,500	\$13.00
23	WISCONSIN MS14D ALLIED CURB PAVER	6206837	PUBLIC WORKS	\$6,000	\$2,500	\$12.00
24	MOBARK EZ BEEVER 2400 CHIPPER	50973994S8SZ1510VW002920	PUBLIC WORKS	\$25,198	\$2,500	\$51.00
25	CATERPILLAR RC60 FORKLIFT	508517031A01557	PUBLIC WORKS	\$22,500	\$2,500	\$45.00
26	MOBARK 17 EZ CHIPPER SPREADER	50957992296	PUBLIC WORKS	\$22,025	\$2,500	\$44.00
27	JOHN DEERE TRACTOR W/MOWER	5008712L06430H552512	PUBLIC WORKS	\$21,618	\$2,500	\$44.00
28	VER-MAC PCMS-1210QS MESSAGE SIGN	007202S9US41353S132404	PUBLIC WORKS	\$12,500	\$2,500	\$25.00
29	VER-MAC PCMS-1210QS MESSAGE SIGN	007222S9US41313S132268	PUBLIC WORKS	\$12,000	\$2,500	\$24.00
30	VER-MAC PCMS-1210QS MESSAGE SIGN	007212S9US41383S132316	PUBLIC WORKS	\$12,000	\$2,500	\$24.00
31	VER-MAC PCMS-1210QS MESSAGE SIGN	007242S9US41333S132191	PUBLIC WORKS	\$12,000	\$2,500	\$24.00
32	CATERPILLAR MODEL XQ200 PORTABLE GENERATOR	00742-5004390LEA00103	PUBLIC WORKS	\$40,000	\$2,500	\$81.00
33	CATERPILLAR MODEL XQ200 PORTABLE GENERATOR	00807-50065908JJ01011	PUBLIC WORKS	\$22,000	\$2,500	\$44.00
34	CATERPILLAR MODEL XQ100 PORTABLE GENERATOR	00743-5006591XYC00301	PUBLIC WORKS	\$20,000	\$2,500	\$40.00
35	CATERPILLAR MODEL XQ100 PORTABLE GENERATOR	00501-5006592XYC00278	PUBLIC WORKS	\$21,795	\$2,500	\$44.00
36	RADIO (JOEY SYSTEM - ECHO 6)	1428	LAW ENFORCEMENT	\$6,495	\$2,500	\$13.00
37	SWEEPSTER 8' PULL TYPE BROOM	5007398720004	PUBLIC WORKS	\$8,697	\$2,500	\$18.00
38	PORTABLE RADIOS - MOTOROLA APX7000 - (150 @ \$5,000 EA)		LAW ENFORCEMENT	\$750,000	\$2,500	\$1,513.00
39	HECKLER MP-5 SUBMACHINE GUNE		LAW ENFORCEMENT	\$16,722	\$2,500	\$34.00
40	TRITON 16' RUNABOUT W/ ACCESSORIES & 2009 MERCURY 40 HP MOTOR	TJZ172K6C909	LAW ENFORCEMENT	\$19,825	\$2,500	\$40.00
41	ID SYSTEM - MODEL - CP60 (ELLIOTT DATA SYSTEMS)	Q71937	EMA DEPARTMENT	\$25,236	\$2,500	\$51.00
42	DIAMOND JD FLAIL MOWER	5011310L06230B663598	PUBLIC WORKS	\$62,000	\$2,500	\$125.00
43	DIAMOND JD FLAIL MOWER	5011510L06230B663602	PUBLIC WORKS	\$62,000	\$2,500	\$125.00
44	DIAMOND JD FLAIL MOWER	5011710L06230B663593	PUBLIC WORKS	\$62,000	\$2,500	\$125.00
45	2018 MOWERMAX BOOM MOWER	NNB18019-22	PUBLIC WORKS	\$163,500	\$2,500	\$330.00
46	2019 MOWERMAX BOOM MOWER	MMB19010-24	PUBLIC WORKS	\$163,500	\$2,500	\$330.00

By: 

Date: 12-6-2023

COUNTY OF JEFFERSON

Agency Name: CUSTOM INSURANCE SERVICES INC

Item #	Description	ID#/ Serial	Department	Amount of Insurance	Deductible	Contribution per Item
47	2014 JOHN DEERE 6105 BOOM MOWER	1L06105MKEH804955	PUBLIC WORKS	\$79,970	\$2,500	\$161.00
48	2014 JOHN DEERE 6105 BOOM MOWER	1L06105MHEHEH8049	PUBLIC WORKS	\$79,970	\$2,500	\$161.00
49	2012 WOODSMAN 750 CHIPPER	1W9R51510CF341080	PUBLIC WORKS	\$39,334	\$2,500	\$79.00
50	2020 MB PULL BROOM	1M9EE1515LH349639	PUBLIC WORKS	\$12,179	\$2,500	\$25.00
51	1991 SWEEPSTER PULL BROOM	970461	PUBLIC WORKS	\$4,677	\$2,500	\$9.00
52	2016 SWEEPSTER PULL BROOM	1643043	PUBLIC WORKS	\$9,642	\$2,500	\$19.00
53	2016 SWEEPSTER PULL BROOM	1634047	PUBLIC WORKS	\$9,642	\$2,500	\$19.00
54	2012 HELI H2000 FORK LIFT	230300R5062	PUBLIC WORKS	\$17,200	\$2,500	\$35.00
55	2015 CASE DOUBLE DRUM ROLLER	DDDD209C'NENTR2025	PUBLIC WORKS	\$78,000	\$2,500	\$157.00
56	2015 CASE DOUBLE DRUM ROLLER	EQ0015699	PUBLIC WORKS	\$45,000	\$2,500	\$91.00
57	2015 CASE DOUBLE DRUM ROLLER	EQ0016429	PUBLIC WORKS	\$65,000	\$2,500	\$131.00
58	2018 CATERPILLAR DOUBLE DRUM ROLLER	EL500238	PUBLIC WORKS	\$58,650	\$2,500	\$118.00
59	PAVING MACHINE LEEBOY	50021743067LD	PUBLIC WORKS	\$63,500	\$2,500	\$128.00
60	CATERPILLAR MODEL CS563 COMPACTOR	9MW00280	PUBLIC WORKS	\$67,328	\$2,500	\$136.00
61	CATERPILLAR PNEUMATIC ROLLER	5002187CATPS200H5JR00394	PUBLIC WORKS	\$68,330	\$2,500	\$138.00
62	CATERPILLAR PNEUMATIC ROLLER	5002185CATPS200H5JR00393	PUBLIC WORKS	\$68,330	\$2,500	\$138.00
63	VIBRATORY TANDEM ROLLER CC122	500118960115945	PUBLIC WORKS	\$26,995	\$2,500	\$54.00
64	2007 ROSCO ASPHALT PATCHER	00732-50079981BAA12257130944	PUBLIC WORKS	\$42,800	\$2,500	\$86.00
65	CATERPILLAR MOTOR GRADER MODEL 140H	4351-50993202ZK04300	PUBLIC WORKS	\$149,350	\$2,500	\$301.00
66	CATERPILLAR MOTOR GRADER MODEL 140H	04119-50995202ZK04298	PUBLIC WORKS	\$149,350	\$2,500	\$301.00
67	CATERPILLAR RUBBER TIRE LOADER	04122-50015613JW02198	PUBLIC WORKS	\$156,380	\$2,500	\$316.00
68	CATERPILLAR MOTOR GRADER MODEL 140H		PUBLIC WORKS	\$159,438	\$2,500	\$322.00
69	CATERPILLAR GRADER	04092-50003212ZK05114	PUBLIC WORKS	\$159,438	\$2,500	\$322.00
70	CATERPILLAR 950G RUBBER TIRE LOADER	4094-5004360CATD95GCAXX007	PUBLIC WORKS	\$166,000	\$2,500	\$335.00
71	CATERPILLAR M322C WHEEL EXCAVATOR	4268-5005179M322CEBDK02015	PUBLIC WORKS	\$203,735	\$2,500	\$411.00
72	2012 ED ETNYRE QUAD CHIPSREADER	00673-5012178K6700	PUBLIC WORKS	\$238,863	\$2,500	\$482.00
73	CATERPILLAR 953-C HYLIFT	2ZN01850	PUBLIC WORKS	\$88,000	\$2,500	\$178.00
74	CATERPILLAR 939C HI-LIFT TRACK LOADER	50985716DS00575	PUBLIC WORKS	\$88,317	\$2,500	\$178.00
75	CATERPILLAR RUBBER TIRE LOADER	04090-50003613JW01599	PUBLIC WORKS	\$154,685	\$2,500	\$312.00
76	CATERPILLAR CS563D ROLLER	50001869MW00280	PUBLIC WORKS	\$103,931	\$2,500	\$210.00
77	CATERPILLAR MODEL 140 G GRADER	04427-509352172V14943	PUBLIC WORKS	\$107,500	\$2,500	\$217.00
78	CATERPILLAR MODEL 140 G GRADER	04304-509372172V15339	PUBLIC WORKS	\$107,500	\$2,500	\$217.00
79	CATERPILLAR 950F2 RUBBER TIRE LOADER	04310-50947608TK01370	PUBLIC WORKS	\$138,485	\$2,500	\$279.00

By: 

Date: 12-6-2023

COUNTY OF JEFFERSON

Agency Name: CUSTOM INSURANCE SERVICES INC

Item #	Description	ID#/ Serial	Department	Amount of Insurance	Deductible	Contribution per Item
80	CATERPILLAR 950F2 RUBBER TIRE LOADER	04311-50947618TK00976	PUBLIC WORKS	\$138,485	\$2,500	\$279.00
81	CATERPILLAR 953-C HYLIFT	50985702ZN01850	PUBLIC WORKS	\$143,275	\$2,500	\$289.00
82	CATERPILLAR 950-C RT LOADER	04121-50985603JW00400	PUBLIC WORKS	\$147,782	\$2,500	\$298.00
83	2019 CATERPILLAR 430 BACKHOE	CAT0430FTHWE01096	PUBLIC WORKS	\$78,999	\$2,500	\$159.00
84	2018 JOHN DEERE 410L BACKHOE	1T0410LXCJF337607	PUBLIC WORKS	\$55,900	\$2,500	\$113.00
85	2018 CATERPILLAR 430 BACKHOE	CAT0430FEHWE01113	PUBLIC WORKS	\$83,499	\$2,500	\$168.00
86	2014 JOHN DEERE 410K BACKHOE	1T0410KXAEE266772	PUBLIC WORKS	\$82,452	\$2,500	\$166.00
87	2018 JOHN DEERE 410L BACKHOE	1T0410LXTJF337673	PUBLIC WORKS	\$55,900	\$2,500	\$113.00
88	2017 JOHN DEERE 410L BACKHOE	1T0410LXGF304227	PUBLIC WORKS	\$87,809	\$2,500	\$177.00
89	2017 JOHN DEERE 410L BACKHOE	1T0410LXLGF304238	PUBLIC WORKS	\$87,809	\$2,500	\$177.00
90	2019 CASE SKIDSTEER	NKM4TT934	PUBLIC WORKS	\$63,550	\$2,500	\$128.00
91	EQUIPMENT LEASED < 90 DAYS		UNDESIGNATED	\$100,000	\$2,500	\$0.00
92	BOBCAT SKID STEER LOADER	532012509	PARKS & REC	\$44,637	\$2,500	\$90.00
Totals				\$6,230,212		\$12,362.00

By: 

Date: 12-6-2023

MOPERM

Fine Arts Schedule

Entity Name: COUNTY OF JEFFERSON
Agency Name: CUSTOM INSURANCE SERVICES INC
Effective Date: January 1, 2024
Policy Period: January 1, 2024 to January 1, 2025

Item #	Description	Amount of Insurance	Deductible	Contribution
1	ADMINISTRATION BUILDING	\$6,950	\$2,500	\$14.00
		\$6,950		\$14.00

By:



Date: 12-6-2023



EQUIPMENT ENDORSEMENT

A. COVERAGE AGREEMENT

In consideration of the contribution charged and subject to the terms, exclusions, limits and condition of the Property Memorandum of Coverage to which this endorsement is attached and subject to the provisions contained within this endorsement, this Property Memorandum of Coverage is extended to cover direct physical loss of or direct physical damage to **Construction Equipment** or **Other Mobile Equipment** while located anywhere within the coverage territory. This coverage only applies to such **Construction Equipment** or **Other Mobile Equipment** which is specified on the schedule attached to this Property Memorandum of Coverage.

B. MOPERM SUBLIMITS

MOPERM shall not be liable under this endorsement for more than the limits shown on the schedule attached to this Property Memorandum of Coverage, subject to the Sublimit for all loss or damage arising out of one occurrence irrespective of the number of Locations or Member Agencies involved in the occurrence.

Subject always to the Sublimit specified, MOPERM's liability for loss or damage to any **Construction Equipment** or **Other Mobile Equipment** as covered by this endorsement shall not exceed the lesser of the following:

1. the actual adjusted amount of loss, as determined in accordance with the provisions of this endorsement and of the Property Memorandum of Coverage to which this endorsement is attached, less applicable deductible(s); or
2. the Stated Value for the property involved in the loss.

C. DEFINITIONS

For the purposes of the endorsement:

1. **Construction Equipment** shall mean construction machinery, tools and equipment, including appurtenances thereof, being the property of the **Member Agency** or, if the property of others, for which the **Member Agency** may be legally liable in the event of loss. **Construction Equipment** may include large equipment designed for use principally off public roads; vehicles that travel on crawler treads; vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted power cranes, shovels, loaders, diggers or drills, road construction or resurfacing equipment such as graders, scrapers or rollers; and vehicles not described above maintained primarily for purposes other than transportation of persons or cargo.
2. **Other Mobile Equipment** shall mean mobile articles, machinery and equipment (excluding motor vehicles designed for highway use), covering identified property of a mobile or floating nature, not for sale or consignment or in course of manufacture, being the property of the **Member Agency** or, if the property of others, for which the **Member Agency** may be legally liable in the event of loss. **Other Mobile Equipment** means any of the following types of land vehicles including any attached machinery or equipment:
 - a. Small 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 owned or rented by the **Member Agency**; or
 - c. Vehicles not described above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types: air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment, cherry pickers, devices used to raise or lower workers.
 - d. Self-propelled vehicles with the following types of permanently attached equipment are NOT **other mobile equipment**, but will be considered automobiles:
 - e. Equipment designed primarily for snow removal, road maintenance (but not construction or resurfacing), street cleaning;

- f. Cherry pickers and similar devices mounted on auto or truck chassis and used to raise or lower workers;
- g. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting, and well servicing equipment.

D. ADDITIONAL CONDITION WHICH APPLIES TO THIS ENDORSEMENT

1. VALUATION

The basis of valuation for loss adjustment under this endorsement shall be as follows:

- a. on property of others, at the amount for which the **Member Agency** is legally liable, but in no event to exceed the **actual cash value** of the lost or damaged property;
- b. on property of the **Member Agency**, at the **actual cash value** immediately prior to the loss.

E. ADDITIONAL EXCLUSIONS WHICH APPLY TO THIS ENDORSEMENT

This endorsement does not cover against loss or damage:

- 1. to plans, blueprints, designs or specifications;
- 2. to property while located underground or in caissons or underwater;
- 3. to property which has become a permanent part of any structure;
- 4. to property while waterborne, except while being transported on any regular inland ferry;
- 5. caused by the weight of a load exceeding the registered lifting capacity of the machine;
- 6. to dynamos, lamps, switches, motors or other electrical parts or devices, including wiring, caused by electricity other than lightning, but if direct physical loss or direct physical damage by fire or explosion ensues, **MOPERM** shall be liable for that resulting direct physical loss or direct physical damage by fire or explosion; or
- 7. to crane or derrick boom(s) and/or jib(s) while being operated, unless such loss is cause directly by windstorm, tornado or upset of the unit of which it is part.

Nothing herein contained shall be held to vary, alter, waiver or extend any of the terms, conditions, or limitations of the Property Memorandum of Coverage to which this endorsement is attached other than as above stated.

Issued by Missouri Public Entity Risk Management Fund (**MOPERM**), P. O. Box 7110, Jefferson City, MO 65102.

By:





PROPERTY MEMORANDUM OF COVERAGE

SECTION I – GENERAL CONDITIONS

A. COVERAGE TERRITORY

The coverage provided by this Property Memorandum of Coverage applies to **Insured Locations** and to other locations as described under the various extensions and endorsements to this Property Memorandum of Coverage, all within the fifty (50) states of the United States of America, the District of Columbia, the United States Virgin Islands and Puerto Rico.

B. CONTRIBUTION

The **Member Agency** shown on the Property Memorandum of Coverage Declarations Page is responsible for the payment of all contributions and will be the payee for any return contributions paid by **MOPERM**.

C. VALUATION

Property Damage	Replacement Cost, unless otherwise indicated on Schedule
Time Element	Actual Loss Sustained
Construction Equipment	Actual Cash Value
Other Mobile Equipment	Actual Cash Value

D. APPLICATION OF DEDUCTIBLES

All claims for loss, damage or expense arising out of any one **occurrence** shall be adjusted as one loss. **MOPERM** shall not be liable until the amount of loss exceeds the amount designated as a deductible, and then only for **MOPERM's** share of such excess. All coverage extensions and endorsements attached to this Property Memorandum of Coverage shall be subject to these deductible provisions and designated amounts, unless otherwise stated under such coverage extensions or endorsements.

If any deductible under this Property Memorandum of Coverage is expressed as a Waiting Period, **MOPERM** shall not be liable for any loss sustained under the applicable coverage, extension or endorsement during the period of time expressed as being the Waiting Period, such period of time to commence with the occurrence of the loss or damage covered hereunder.

E. WITHDRAWAL/CANCELLATION

MOPERM may cancel the **Member Agency's** participation in **MOPERM** for non-payment of any contribution, assessment, deposit, retrospective adjustment or any other receivable, whether in whole or in part, with 10 (ten) days' advance written notice.

F. PERMISSION

Permission is granted by **MOPERM** for the Member to 1) erect new buildings and structures on and make alterations, additions and repairs to Insured Property; and 2) for such use of the Insured Property as is usual and incidental to the Member's operations. Coverage for such new buildings and structures shall be extended as provided within this Property Memorandum of Coverage.

G. NO CONTROL

The coverage provided by this Property Memorandum of Coverage shall not be affected by the failure of the **Member Agency** to comply with any provisions of this Property Memorandum of Coverage as respects any portion of the covered locations over which the **Member Agency** has no control.

H. REDUCTION BY LOSS

Claims paid under this Property Memorandum of Coverage do not reduce the Limits or Sublimits, except for those expressed as Term Aggregates.

I. CHANGES

This Property Memorandum of Coverage shall not be changed except by written endorsement hereto.

J. INSPECTION AND AUDIT

MOPERM shall be permitted but not obligated to inspect the **Member Agency's** property and operations at any time. **MOPERM** may examine and audit the **Member Agency's** books and records at any time prior to cessation of the **Member Agency's** financial obligations under these conditions or the terms and conditions of the Property Memorandum of Coverage.

PROPERTY MEMORANDUM OF COVERAGE**K. BAILEE CLAUSE**

The coverage provided by this Property Memorandum of Coverage shall not inure directly or indirectly to the benefit of any common carrier nor, without the prior affirmative consent of **MOPERM**, to the benefit of any other bailee, by stipulation and bill of lading or otherwise.

L. VACANCY

Permission is granted by **MOPERM** for the **Member Agency** to cease operations or for buildings at **Insured Locations** to remain vacant or unoccupied, provided fire protection and watchman and alarm services are properly maintained by the **Member Agency**, and further provided that written notice is given to **MOPERM** by the **Member** prior to the one hundred twentieth (120th) consecutive day of such cessation of operations, vacancy or unoccupancy. If the **Member Agency** fails to comply with any or all of the aforementioned provisions, all coverage under this Property Memorandum of Coverage shall cease, but only as respects the building(s) that is/are vacant or unoccupied. For the purposes of this Condition, "vacant" shall mean containing no contents pertaining to the occupancy of the building while operations or other customary activities are suspended, but shall not include any time when customary activities are suspended due to circumstances that are usual to the described occupancy.

M. OTHER COVERAGE

The coverage afforded in this Property Memorandum of Coverage shall be excess of and not contribute with any other valid and collectible coverage.

N. INCREASE IN HAZARD

Unless otherwise provided in writing added hereto, **MOPERM** shall not be liable for loss occurring while hazards are increased by any means within the control or knowledge of the **Member Agency**.

O. SUBROGATION

In the event of any payment under this Property Memorandum of Coverage, **MOPERM** shall be subrogated to all the **Member Agency's** rights of recovering therefore against any person or organization, and the **Member Agency** shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The **Member** shall do nothing after loss to prejudice such rights.

P. ASSESSMENTS

If contributions received by **MOPERM** in any year do not produce sufficient funds to pay claims which are due for that year, the **Member Agency** shall be subject to an assessment. This condition shall also apply to any **Member Agency** who has withdrawn from **MOPERM** but was a **Member Agency** in the year for which the assessment is required.

Q. REFUND

If contributions received by **MOPERM** in any fiscal year produce an ending balance exceeding projected needs and adequate reserves, the **Member Agency** may, at the discretion of the Board of Trustees, be paid a refund.



PROPERTY MEMORANDUM OF COVERAGE

SECTION II – LIMITS AND SUBLIMITS

A. LIMITS OF LIABILITY FOR MEMBERS

The Limits of Liability for the Coverages indicated on the Property Memorandum of Coverage Declarations are indicated on the schedules attached to this Property Memorandum of Coverage.

B. LIMITS OF LIABILITY FOR ALL MEMBERS COMBINED

\$200,000,000

C. SUBLIMITS OF PROPERTY COVERAGE FOR ALL MEMBERS COMBINED

The following sublimits apply to the specified coverage extensions and endorsements under the Property Memorandum of Coverage. Each sublimit shall apply to all loss or damage arising out of one **occurrence**, irrespective of the number of **Insured Locations** or **Member Agencies** involved, unless otherwise stated.

\$100,000,000	per occurrence and term aggregate for Earth Movement.
\$100,000,000	per occurrence and term aggregate for Flood or Water Damage, excluding 100 year zones.
\$5,000,000	per occurrence and term aggregate for Flood or Water Damage wholly or partially situated in High Hazard Flood zones.
*\$10,000,000	Accounts Receivable
\$5,000,000	Automatic Coverage (Newly Acquired) (Time Limit: 90-day Reporting)
Covered	Brands and Labels
Covered	Consequential Reduction in Value
*\$30,000,000	Construction and Other Mobile Equipment
\$2,500,000	Course of Construction – Soft Costs Sublimit: \$100,000; Transit Sublimit \$500,000
\$5,000,000	Debris Removal
\$100,000	Decontamination Costs (subject to term aggregate)
\$5,000,000	Demolition and Increased Cost of Construction
Covered	Electronic Data Processing Equipment and Media
\$2,500,000	Errors and Omissions
\$250,000	Exhibitions, Expositions, Fairs and Trade Shows
*\$5,000,000	Fine Arts
\$250,000	Fire Department Service Charges
\$100,000	Fire Legal Liability
\$100,000	Land and Water Cleanup
\$1,000,000	Miscellaneous Unnamed Locations
\$25,000	Professional Fees
\$100,000	Protection and Preservation of Property – Property Damage and Protection and Preservation of Property – Time Element
\$2,500,000	Service Interruption Property Damage and Service Interruption Time Element
\$100,000	Temporary Removal of Property
\$2,500,000	Terrorism
\$1,000,000	Transportation
*\$5,000,000	Valuable Papers and Records
\$10,000,000	Extra Expense
Covered	Ordinary Payroll – 90 days
*Covered	Business Interruption
\$500,000	Rental Insurance
\$1,000,000	Contingent Time Element
\$2,500,000	Expediting Expenses
Covered	Extended Period of Liability – Gross Earnings and Rental Insurance (Time Limit: 90 consecutive calendar days)
Covered	Extended Period of Liability – Impounded Water (Time Limit: 30 consecutive calendar days)
Covered	Impounded Water (30 days)
\$1,000,000	Ingress/Egress (1 mile/30 days)
\$1,000,000	Order of Civil or Military Authority (1 mile/30 days)
Covered	Related Reported Values
Covered	Time Element Interdependency

***MUST BE SCHEDULED FOR COVERAGE TO APPLY**



PROPERTY MEMORANDUM OF COVERAGE

D. SUMMARY OF EQUIPMENT BREAKDOWN COVERAGE FOR ALL MEMBERS COMBINED

\$100,000,000 Equipment Breakdown Limit

SUMMARY of Equipment Breakdown Coverages and Sublimits (subject to the terms of the coverage document between **MOPERM** and excess carrier):

Property Damage	Included
Business Income and Extra Expense	Included
Extended Period of Restoration	365 days
Contingent Business Income and Extra Expense	\$5,000,000
Utility Interruption (24-hour waiting period)	\$2,000,000
Accounts Receivable	Included
Brands and Labels	Included
Civil Authority	30 days
Claims Preparation Costs	\$250,000
Data Restoration	Included
Deductible Waiver	Not applicable
Errors and Omissions	Included
Expediting Expense	\$10,000,000
Fungus and Related Perils – Property Damage	\$100,000
Fungus and Related Perils – Loss of Earnings	30 Days
Green Environmental and Efficiency Improvements	50% of total property damage loss, subject to max limit of \$1,000,000
Ingress/Egress	\$10,000,000
Newly Acquired Premises	90 Days, limited to \$100,000,000
Off Premises Property Damage	Included
Ordinance or Law	\$10,000,000
Perishable Goods	\$2,500,000
Pollutants and/or Hazardous Materials	\$1,000,000
Reduction in Value	Included
Solidification	No coverage provided
System Installation and Soft Costs	\$250,000
Unnamed Locations	Included
Water Damage	\$10,000,000
Buried Vessels and Piping	Included



PROPERTY MEMORANDUM OF COVERAGE

SECTION III – COVERAGE FORMS, EXCLUSIONS, ENDORSEMENTS

A. INSURING AGREEMENT

1. Subject to the terms, conditions, exclusions and limitations contained herein or endorsed hereon and in consideration of the contribution paid, this Property Memorandum of Coverage covers all risks of direct physical loss or damage to Insured Property at **Insured Location(s)**, provided such physical loss or damage occurs during the Coverage Period.
2. Coverage under this Property Memorandum of Coverage ends when at least one of the following occurs:
 - a. cancellation of this Property Memorandum of Coverage by the **Member Agency** or by **MOPERM**;
 - b. the replacement Coverage takes effect; or
 - c. the Coverage Expiration Date.

B. INSURED PROPERTY

Except as excluded hereinafter, Insured Property consists of property described below:

1. Real property in which the **Member Agency** has an insurable interest.
2. Personal property:
 - a. owned by the **Member Agency**, including the **Member Agency's** interest as a tenant in **improvements and betterments**.

In the event of physical loss or damage not otherwise excluded by this Property Memorandum of Coverage to such **improvements and betterments**, **MOPERM** agrees to accept and consider the **Member Agency** as sole and unconditional owner of **improvements and betterments**, notwithstanding any contract or lease to the contrary.
 - b. of officials and employees of the **Member Agency** for which the **Member Agency** is legally liable in the event of loss or damage.
 - c. of others in the **Member Agency's** custody:
 - (1) to the extent the **Member Agency** is under obligation to keep such property covered for physical loss or damage not otherwise excluded by this Property Memorandum of Coverage; or
 - (2) to the extent of the **Member Agency's** legal liability for physical loss or damage not otherwise excluded by this Property Memorandum of Coverage to such property.

C. EXCLUDED PROPERTY

Member Property does not include and this Property Memorandum of Coverage does not cover loss or damage to the following:

1. bills, notes, **money, securities**.
2. precious metals, precious stones, semi-precious stones, jewelry, furs.
3. land (including land on which the Insured Property is located), other than lawns which are part of a vegetated roof.
4. water or any other substance in or on land, except water that is contained within any enclosed tank, piping system or any other processing equipment.
5. animals.
6. growing, standing and drying crops or timber, lawns, shrubs, trees or plants (except when used for decorative purposes inside buildings.)
7. watercraft or aircraft, unless scheduled and only while on the premises of the **Member Agency**.
8. waterborne equipment or offshore property, including any offshore drilling and production rigs.
9. spacecraft, satellites, including their launch vehicles and launch sites.
10. railroad tracks and roadbeds, rolling stock, locomotives.
11. motor vehicles, motorcycles, motor scooters, and other self-propelled machines licensed for highway use, or are operated principally away from the member premises except we will cover ATV and motor vehicles not licensed for highway use if scheduled.

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12. water mains, sewers, underground mines, mine shafts, caverns, tunnels, or any property within such underground mines, mine shafts, caverns or tunnels.
13. underground or underwater piping and its contents, fittings, conduits, drains or flues, all situated outside **Insured Location(s)**.
14. air supported structures and the contents thereof.
15. bridges, drainage ditches, walks, patios, retaining walls, revetments, dams, dikes, reservoirs, jetties, wharves, piers, docks, levees.
16. public roadways and their attendant medians, curbs, sidewalks and bicycle paths.
17. above ground transmission and distribution lines including wires, cables, poles, pylons, standards, towers or other supporting structures, which may be attendant to the transmission or distribution of electrical power, telephone or telegraph signals, and all other communications signals, whether audio or visual. However, this exclusion does not apply when such property is situated at **Insured Location(s)**.
18. nuclear power plants.
19. property in transit, except as otherwise provided under TRANSPORTATION.
20. property sold by the **Member Agency** under conditional sale, trust agreement, installment payment or other deferred payment plan, or in which the **Member Agency** has retained a security interest, after delivery to customers.
21. property owned by or for the interest of Specially Designated Foreign Nationals and Blocked Persons as determined by the United States Department of Treasury Office of Foreign Assets Control.
22. property in the course of construction, alteration, extension, renovation, installation, erection, assembly, or testing and commissioning, except as otherwise provided under COURSE OF CONSTRUCTION.
23. a. vacant or unoccupied buildings, including any property therein, at **Insured Location(s)**; or
b. property at **Insured Location(s)** where the Member has ceased operations;
except as otherwise provided under VACANCY. A building is vacant or unoccupied when it does not contain enough property to conduct its customary operations.

D. EXCLUSIONS

1. This Property Memorandum of Coverage does not cover:
 - a. indirect or remote loss or damage.
 - b. delay, interruption of business, unless otherwise provided elsewhere in this Property Memorandum of Coverage.
 - c. loss of market or loss of use.
 - d. loss or damage or deterioration arising from delay.
 - e. mysterious disappearance, loss or shortage disclosed upon taking inventory, or any unexplained loss.
 - f. loss resulting from the voluntary parting with title or possession of any property if induced by any fraudulent act or false pretense.
 - g. loss from enforcement of any law or ordinance:
 - (1) regulating the construction, repair, replacement, use or removal (including debris removal), of any property; or
 - (2) requiring the demolition of any property, including the cost of removing its debris; except as otherwise provided under DECONTAMINATION COSTS and DEMOLITION AND INCREASED COST OF CONSTRUCTION.
 - h. (1) loss, damage, cost or expense incurred by the **Member Agency**; and
(2) fines or penalties imposed on the **Member Agency** at the order of any government agency, court or other authority,
in connection with the actual or suspected presence of **contaminants** arising or resulting from any cause whatsoever, except as otherwise provided under DECONTAMINATION COSTS and LAND AND WATER CLEANUP.

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- i. loss, damage, cost or expense incurred by the **Member Agency** or by others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of products of the **Member Agency** or of the **Member Agency's** direct or indirect customers or suppliers, if such product or any portion of it is withdrawn or recalled from the market or from use by any person or organization because of the actual or suspected presence of **contaminants** or of a known or suspected defect, deficiency, inadequacy, or dangerous condition.
 - j. blowouts, punctures, or other road damage to tires.
2. This Property Memorandum of Coverage does not cover loss or damage directly or indirectly caused by or resulting from any of the following regardless of any other cause or event, whether or not covered by this Property Memorandum of Coverage, contributing concurrently or in any other sequence to the loss or damage:
- a. nuclear reaction, nuclear radiation or radioactive contamination. However, if direct physical loss or damage by fire or sprinkler leakage to Insured Property at **Insured Location(s)** results, then only such resulting physical loss or damage is covered by this Property Memorandum of Coverage; but not including any loss or damage due to nuclear reaction, nuclear radiation or radioactive contamination.
 - b. (1) hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual, impending or expected attack by any:
 - (a) government or sovereign power (de jure or de facto);
 - (b) military, naval or air force;
 - (c) agent or authority of any party specified in (a) or (b) above.
 - (2) discharge, explosion or use of any nuclear device, weapon or material employing or involving nuclear fission, fusion or radioactive force, whether in time of peace or war and regardless of who commits the act.
 - (3) insurrection, rebellion, revolution, civil war, usurped power, or action taken by a governmental authority in hindering, combating or defending against such an event.
 - (4) seizure or destruction:
 - (a) under quarantine, custom regulation, nationalization, confiscation, expropriation; or
 - (b) by order of any governmental or public authority, except destruction at the time of and for the purpose of preventing the spread of fire, provided that such fire did not originate from any perils not covered by this Property Memorandum of Coverage.
 - c. risks of contraband, or illegal transportation or trade.
 - d. any dishonest act, including but not limited to theft, committed alone or in collusion with others, at any time:
 - (1) by the **Member Agency** or any proprietor, partner, director, trustee, official or employee of the **Member Agency**; or
 - (2) by any proprietor, partner, director, trustee or official of any business or entity (other than a common carrier) engaged by the **Member Agency** to do anything in connection with Insured Property at **Insured Location(s)**.
- However, this Property Memorandum of Coverage does cover acts of direct physical loss or damage to Insured Property at **Insured Location(s)** intentionally caused by an employee of the Member or any individual specified in (2) above and done without the knowledge of the **Member Agency**.
- In no event will this Property Memorandum of Coverage cover loss by theft by any individual specified in (1) or (2) above.
- e. lack of the following services:
 - (1) incoming electricity, fuel, gas, refrigerant, steam, water;
 - (2) outgoing sewerage; or
 - (3) incoming or outgoing audio, data, video
- all when caused by loss or damage to any property outside **Insured Location(s)**.

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However, e.(1) and e.(2) above do not apply to SERVICE INTERRUPTION PROPERTY DAMAGE and SERVICE INTERRUPTION TIME ELEMENT.

3. This Property Memorandum of Coverage does not cover the following, but if physical loss or damage not otherwise excluded by this Property Memorandum of Coverage to Insured Property at **Insured Location(s)** results, then only such resulting physical loss or damage is covered by this Property Memorandum of Coverage:
 - a. faulty workmanship, material, construction or design, from any cause.
 - b. loss or damage to stock or materials attributable to manufacturing or processing operations while such stock or material is being processed, manufactured, tested or otherwise worked upon.
 - c. deterioration, depletion, rust, corrosion or erosion, wear and tear, inherent vice or latent defect.
 - d. settling, cracking, shrinking, bulging or expansion of:
 - (1) ceilings;
 - (2) floors;
 - (3) foundations, including any pedestal, pad, platform or any other property supporting machinery;
 - (4) pavements;
 - (5) roof; or
 - (6) walls
 - (7) underground pipes, piping, its contents, fittings, conduits, drains, or flues.
 - e. changes:
 - (1) of temperature (except to machinery or equipment); or
 - (2) in relative humidity;all whether atmospheric or not.
 - f. disease, infestation.
 - g. insect, animal or vermin damage.
 - h. evaporation or leakage of contents.
 - i. accumulated effects of smog, smoke, vapor, liquid or dust.
 - j. loss or damage caused by any act, error or omission (whether by the Member or by others) in:
 - (1) planning, zoning, surveying, siting or developing property;
 - (2) establishing or enforcing building codes or standards for construction materials; or
 - (3) maintaining the following property or facilities:
 - (a) buildings or structures;
 - (b) improvements or changes in or additions to land or other property; or
 - (c) roads, water mains, sewers, drainage ditches, levees, dams or other facilities.
4. This Property Memorandum of Coverage does not cover the following unless directly resulting from other physical loss or damage not otherwise excluded by this Property Memorandum of Coverage to Insured Property at **Insured Location(s)**:
 - a. changes in color, flavor, texture, finish, odor or scent;
 - b. **contamination**; or
 - c. shrinkage.
5. This Property Memorandum of Coverage does not cover the following:
 - a. Explosion in or of the following property owned, operated or controlled by the Member:
 - (1) steam boilers, including equipment attached to and forming a part thereof;
 - (2) steam turbines;

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- (3) steam engines;
- (4) steam pipes connecting any of the foregoing; or
- (5) gas turbines.

This exclusion does not apply to explosion of accumulated gases or unconsumed fuel:

- (a) within the firebox or the combustion chamber of any fired vessel, other than gas turbines; or
- (b) within the flues or passages which conduct the gases of combustion there from.

However, if direct physical loss or damage to Insured Property at **Insured Location(s)** by fire, or by combustion explosion outside any of the property described in this exclusion, results, then only such resulting physical loss or damage is covered by this Property Memorandum of Coverage.

- b. Rupture, bursting, cracking, burning, or bulging, of the following property owned, operated or controlled by the Member:
 - (1) steam boilers, including equipment attached to and forming a part thereof;
 - (2) steam turbines;
 - (3) steam engines;
 - (4) steam pipes connecting any of the foregoing;
 - (5) hot water boilers or other equipment for heating water;
 - (6) pressure vessels, including equipment attached to and forming a part thereof; or
 - (7) gas turbines.

However, if direct physical loss or damage to Insured Property at **Insured Location(s)** by fire, or by combustion explosion outside any of the property described in this exclusion, results, then only such resulting physical loss or damage is covered by this Property Memorandum of Coverage.

- c. Mechanical or machinery breakdown, including rupture or bursting caused by centrifugal force.
However, if direct physical loss or damage to Insured Property at **Insured Location(s)** by fire results, then only such resulting physical loss or damage is covered by this Property Memorandum of Coverage.
- d. Electrical injury or disturbance to electrical appliances, devices, fixtures, wiring, or other electrical or electronic equipment, caused by electrical currents generated artificially. However, if direct physical loss or damage to Insured Property at **Insured Location(s)** by fire results, then only such resulting physical loss or damage is covered by this Property Memorandum of Coverage.

6. Electronic Data Limitation

This Property Memorandum of Coverage does not cover:

- a. loss, damage, corruption, destruction, distortion, interruption, disruption, erasure, deletion, alteration, loss of use, reduction in functionality, loss of access to, denial of access to or breakdown of **electronic data** from any cause whatsoever, except for losses directly caused by any of the following:
 - fire, lightning, explosion, windstorm, hail, aircraft or vehicle impact, riot, civil commotion, smoke, or leakage or automatic discharge from fire protection systems;
 - all occurring during the Coverage Period to Insured Property at **Insured Location(s)**.
- b. the cost of any advice, consultation, design, evaluation, inspection, installation, maintenance, repair, replacement or supervision provided or done by or for **Member Agency** to determine, rectify or test for any loss, damage, corruption, destruction, distortion, interruption, disruption, erasure, deletion, alteration, loss of use, reduction in functionality, loss of access to, denial of access to or breakdown of **electronic data** excluded by a. above.
- c. the cost for the repair, replacement or modification of any computer hardware, including microprocessors, firewalls, routers or hubs, computer application software, computer operating systems and related software, or computer networks and related hardware and software to correct any

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deficiencies, change any features, or otherwise prevent the occurrence of any loss, damage, corruption, destruction, distortion, interruption, disruption, erasure, deletion, alteration, loss of use, reduction in functionality, loss of access to, denial of access to or breakdown of **electronic data** excluded by a. above.

However, if fire or explosion results directly or indirectly from any loss, damage, corruption, destruction, distortion, interruption, disruption, erasure, deletion, alteration, loss of use, reduction in functionality, loss of access to, denial of access to, or breakdown of **electronic data** excluded by a, above, then only such resulting physical loss or damage by fire or explosion is covered by this Property Memorandum of Coverage.

7. Fungi Exclusion

a. This Property Memorandum of Coverage does not cover:

- (1) any cost or expense incurred to clean up, remove or remediate any "fungi"; or
- (2) any cost or expense incurred to test for, monitor or assess the existence, concentration or effects of "fungi",

b. The following definition applies wherever the defined term appears in quotation marks:

The term "fungi" means any form of fungus, including but not limited to, yeast, mold, mildew, rust, smut, mushroom, spores, mycotoxins, odors, or any other substances, products, or byproducts produced by, released by, or arising out of the current or past presence of fungus.

8. Communicable Disease Exclusion

Notwithstanding anything to the contrary, this Property Memorandum of Coverage does not cover loss, damage, cost, expense or TIME ELEMENT of any type whatsoever that is related in any way to or caused directly or indirectly by any actual, suspected or potential **communicable disease** regardless of whether any other cause contributes concurrently or in any sequence to the loss, damage, cost, expense or TIME ELEMENT.

Communicable disease means a contagious disease or illness arising out of or in any manner related to an infectious or biological virus or agent or its toxic products which is transmitted or spread, directly or indirectly, to a person from an infected person, plant, animal or anthropoid, or through the agency of an intermediate animal, host or vector of the inanimate environment or transmitted or spread by instrument or any other method of transmission. **Communicable disease** shall include, but not be limited to, Acquired Immune Deficiency Syndrome (AIDS) or Human Immunodeficiency Syndrome (HIV), any type or strain of Severe Acute Respiratory Syndrome (SARS) or Severe Acute Respiratory Syndrome Coronavirus 2 (SARS-CoV-2), West Nile Disease, chicken pox, any type or strain of influenza or infectious respiratory illness (including, but not limited to avian flu, Corona Virus or COVID-19), pneumonia, legionella, hepatitis, measles, meningitis, mononucleosis, whooping cough, cholera, bubonic plagues and anthrax.

Time element means any type of loss which is measured, in whole or in part, by a period or the passage of time. **Time element** shall include, but not limited to, Gross Earnings, Gross Profits, Business Interruption, Business Income, Extra Expense, Rental Insurance, Contingent Time Element, Contingent Business Interruption, Contingent Business Income, Contingent Extra Expense, Service Interruption – Time Element, Leasehold Interest, Commissions, Licensing Fees and Royalties, Ingress/Egress, Order of Civil or Military Authority, and Soft Costs. In the event that the language and/or terms used above to identify any **Time element** coverage is not an identical replication of the language/terms used elsewhere in this Property Memorandum of Coverage, this will not negate application of this exclusion.

All other terms and conditions of this Property Memorandum of Coverage shall remain unchanged.

E. PROPERTY DAMAGE COVERAGE EXTENSIONS

The following coverage extensions are subject to the applicable Program Sublimit(s), do not increase the Program Limits of Liability, and are subject to all provisions of this Property Memorandum of Coverage.

1. EARTH MOVEMENT

- a. This Property Memorandum of Coverage covers direct physical loss or damage to Insured Property at **Insured Location(s)** caused by or resulting from "earth movement".

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However, direct physical loss or damage by fire or explosion resulting from "earth movement" is not considered to be loss by "earth movement" within the terms and conditions of this Property Memorandum of Coverage.

- b. Coverage provided under this extension does not apply to loss or damage caused by or resulting from "flood".
- c. The following definition applies wherever the defined term appears in quotation marks:
 - (1) The term "earth movement" means any movement of earth, whether natural or man-made, including but not limited to:
 - (a) earthquake and the resultant earthquake sprinkler leakage;
 - (b) volcanic action;
 - (c) landslide; or
 - (d) subsidence;regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

2. FLOOD AND WATER DAMAGE

- a. This Property Memorandum of Coverage covers direct physical loss or damage to Insured Property at **Insured Location(s)** caused by or resulting from "flood".

However, direct physical loss by fire, explosion or sprinkler leakage resulting from "flood" is not considered to be loss by "flood" within the terms and conditions of this Property Memorandum of Coverage.

- b. The following definition applies wherever the defined term appears in quotation marks:
 - (1) The term "flood" means:
 - the release of water, the rising, overflowing or breaking of boundaries of natural or man-made bodies of water, or the spray there from; or
 - all whether driven by wind or not, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.
 - (2) The term "water damage" means:
 - (a) surface waters;
 - (b) rain accumulation;
 - (c) runoff from natural or man-made object;
 - (d) surface waters or sewer backup resulting from any of the foregoing;
 - (e) storm surge;
 - (f) waves;
 - (g) tide or tidal wave;all whether driven by wind or not, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.
 - (2) The term "High Hazard Zones For Flood" means:
 - (a) all property at a location that is partially or totally situated in an area which at the time of loss or damage has been designated on a Flood Insurance Rate Map (FIRM) to be a Special Flood Hazard Area (SFHA);
 - (b) all property in areas where the National Flood Insurance Program (NFIP) is not in effect, and where all property at a location is partially or totally situated in an area which is within a one hundred (100) year flood plain or its worldwide equivalent; or
 - (c) all property at a location that is partially or totally protected by dams, dikes, levees or walls which were intended to protect such property from the level of a one hundred (100) year flood or its worldwide equivalent, regardless of any Zone or Area designation or assignment by Federal Insurance and Mitigation Administration (FIMA) or other recognized authority having jurisdiction.

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c. Priority of Payments with respect to FEMA Committed buildings

To the extent the **Member Agency** has previously received Public Assistant Grants (disaster assistance) for repair, restoration and replacement of property insured on this policy, and has committed to obtain and maintain insurance on such property, pursuant to Section 311 of the Stafford Act (42 USC §154), for the type of hazard which caused the disaster, subject to all terms and conditions of this policy, it is hereby agreed that any amounts recoverable for such hazard under this policy shall apply to necessary repair, restoration and replacement of the property to which such insurance commitments apply up to the amount of such commitments.

d. Underlying Insurance for property located in High Hazard Zones

In the event that the **Member Agency** maintains underlying insurance through the National Flood Insurance Program, it is agreed that this Property Memorandum of Coverage excludes the peril of flood to the extent of recovery under such National Flood Insurance Policy(s). Should the amount of loss payable under such National Flood Insurance Policy(s) exceed the applicable flood deductible under this Property Memorandum of Coverage then no deductible shall apply hereunder. However, if the amount to be paid under such National Flood Insurance Policy(s) is less than the applicable flood deductible under this Property Memorandum of Coverage, then the amount to be deducted hereunder shall not exceed the difference between the amount to be paid under the **Member Agency's** National Flood Insurance Policy(s) and the applicable flood deductible under this Property Memorandum of Coverage. Insurance maintained through the National Flood Insurance Program shall be considered Underlying Insurance.

3. NAMED WINDSTORM

a. This Property Memorandum of Coverage covers direct physical loss or damage to Insured Property at **Insured Location(s)** caused by or resulting from a "named windstorm".

However, direct physical loss by fire, explosion, sprinkler leakage or "flood" resulting from a "named windstorm" is not considered to be loss by a "named windstorm" within the terms and conditions of this Property Memorandum of Coverage.

"Flood", if covered by this Property Memorandum of Coverage, results from the actions or effects of a "named windstorm" is subject to the deductible specified for NAMED WINDSTORM.

b. The following definition applies wherever the defined term appears in quotation marks:

(1) The term "named windstorm" means a storm or weather condition that:

- (a) has sustained wind speeds of at least thirty-nine (39) miles per hour; and
- (b) has been declared by the United States Weather Service, the World Meteorological Organization Regional Specialized Meteorological Center (RSMC) or Tropical Cyclone Warning Center (TCWC) having regional responsibility, or any governmental agency or body having the authority to make such declarations, to be a hurricane, typhoon, tropical storm or cyclone.

Such storm or weather condition is considered a "named windstorm":

- (i) during the period of time that conditions (a) and (b) above are met; and
- (ii) during the seventy-two (72) hours immediately preceding the time when conditions (a) and (b) above are first met; and
- (iii) during the seventy-two (72) hours immediately following the time when such storm or weather condition has been downgraded, meaning that the storm or weather condition no longer has sustained wind speeds of at least thirty-nine (39) miles per hour and the storm or weather condition is no longer considered as a hurricane, typhoon, tropical storm or cyclone by the United States National Weather Service, the World Meteorological Organization Regional Specialized Meteorological Center (RSMC) or Tropical Cyclone Warning Center (TCWC) having regional responsibility, or any governmental agency or body that had made such declarations.

4. ACCOUNTS RECEIVABLE

a. This Property Memorandum of Coverage is extended to cover any shortage in the collection of accounts receivable resulting from physical loss or damage not otherwise excluded by this Property Memorandum of Coverage to the **Member Agency's** accounts receivable records, including accounts receivable records stored as **electronic data**, while anywhere, including while in transit to the extent provided under TRANSPORTATION, within the Coverage Territory,

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- b. This extension also covers the following:
 - (1) The interest charges on any loan to offset impaired collections pending repayment of such sum uncollectible as a result of such physical loss or damage.
Unearned interest and service charges on deferred payment accounts and normal credit losses on bad debts will be deducted in determining the recovery.
 - (2) Any other necessary and reasonable costs incurred to reduce the loss, to the extent the loss is reduced.
- c. In the event of loss to accounts receivable records, the Member will use all reasonable efforts, including legal action, if necessary, to effect collection of outstanding accounts receivable.
- d. The **Member Agency** agrees to use any suitable property or service owned or controlled by the **Member Agency**, or obtainable from other sources, in reducing the loss under this extension.
- e. If it is possible to reconstruct accounts receivable records so that no shortage is sustained, this Property Memorandum of Coverage covers only the reasonable and necessary costs incurred for material and time required to re-establish or reconstruct such records, and not for any costs covered by any other insurance.
- f. When there is proof that a loss of accounts receivable records has occurred but the **Member Agency** cannot accurately establish the total amount of accounts receivable outstanding as of the date of loss, such amount will be computed as follows:
 - (1) (a) The monthly average of accounts receivable during the last available twelve (12) months, together with collection expenses in excess of normal collection costs and made necessary because of loss or damage; and
(b) the reasonable expenses incurred in re-establishing accounts receivable records following the loss or damage
will be adjusted in accordance with the percentage increase or decrease in the twelve (12) months average of monthly gross revenues which may have occurred in the interim.
 - (2) The monthly amount of accounts receivable as established in (1) above will be further adjusted in accordance with any demonstrable variance from the average for the particular month in which the loss occurred.
Consideration will also be given to the normal fluctuations in the amount of accounts receivable within the fiscal month involved.
- g. The settlement of loss under this extension will be made within ninety (90) consecutive calendar days from the acceptance of a proof of loss by **MOPERM**. All amounts recovered by the **Member Agency** on outstanding accounts receivable on the date of loss will belong and be paid to **MOPERM** up to the amount of loss paid by **MOPERM**. All recoveries exceeding the amount paid by **MOPERM** will belong to the **Member Agency**.
- h. No coverage is provided under this extension for any shortage resulting from:
 - (1) bookkeeping, accounting or billing errors or omissions; or
 - (2) alteration, falsification, manipulation, concealment, destruction or disposal of accounts receivable records committed to conceal the wrongful giving, taking, obtaining or withholding of **money, securities** or other property; but only to the extent of such wrongful giving, taking, obtaining or withholding.

5. AUTOMATIC COVERAGE

- a. This Property Memorandum of Coverage is extended to cover Insured Property at any location within the Coverage Territory that is rented, leased or purchased by the **Member Agency** after the Coverage Inception Date.
- b. Coverage provided under this extension:
 - (1) starts on the date of such rental, lease or purchase by the **Member Agency**; and
 - (2) ends when one of the following occurs:
 - (a) Such property is reported to and accepted by **MOPERM**.

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(b) An agreement is reached that such property will not be covered by this Property Memorandum of Coverage.

(c) The Time Limit specified for this extension has expired. Such Time Limit starts on the date such property is rented, leased or purchased by the Member.

(3) does not apply to any property:

(a) covered, in whole or in part, by any other insurance policy;

(b) covered under ERRORS OR OMISSIONS; or

(c) covered under MISCELLANEOUS UNNAMED LOCATIONS.

6. BRANDS AND LABELS

If branded or labeled merchandise is physically damaged and **MOPERM** elects to take all or any part of such property, then the **Member Agency** may:

a. stamp "salvage" on such property or its containers; or

b. remove or obliterate the brands or labels thereon;

at **MOPERM's** expense, but only if doing so will not damage such property.

In either event, the **Member Agency** must re-label such property or its containers to be in compliance with any applicable law.

7. CONSEQUENTIAL REDUCTION IN VALUE

a. This Property Memorandum of Coverage is extended to cover the reduction in value of merchandise that is a part of pairs, sets or components, directly resulting from physical loss or damage not otherwise excluded by this Property Memorandum of Coverage to the other parts of pairs, sets or components.

If settlement is based on a constructive total loss, the **Member Agency** will surrender the undamaged parts to **MOPERM**.

b. No coverage is provided under this extension if such merchandise:

(1) is excluded under EXCLUDED PROPERTY; or

(2) is not situated at **Insured Location(s)**.

8. COURSE OF CONSTRUCTION

a. This Property Memorandum of Coverage is extended to cover:

(1) new buildings or structures, including materials or supplies intended to become a permanent part thereof, while in the course of construction;

(2) existing buildings or structures, including materials or supplies intended to become a permanent part thereof, while in the course of alteration, extension or renovation;

(3) machinery and equipment, including materials or supplies intended to become a permanent part thereof, while in the course of installation, erection or assembly; including subsequent testing and commissioning of such machinery and equipment;

at **Insured Location(s)**, all in which the **Member Agency** has an insurable interest at the time of loss. However, the Program Sublimit(s) specified for this extension does not apply to Insured Property at **Insured Location(s)** that had already existed prior to such construction, alteration, extension, renovation, installation, erection, assembly, or testing and commissioning.

b. This extension also covers tools owned by the **Member Agency** or in which the **Member Agency** has an insurable interest at the time of loss, materials and supplies used in the construction, alteration, extension, renovation, installation, erection, assembly, or testing and commissioning described in a. above.

c. No coverage is provided under this extension for

(1) any property:

(a) while waterborne;

(b) excluded under EXCLUDED PROPERTY; or

(c) in the course of assembly which is intended to become finished goods.

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- (2) used or prototypical machinery and equipment while being tested and commissioned. However, this exclusion does not apply to the testing and commissioning of used machinery and equipment that were removed from one **Insured Location(s)** and installed, erected or assembled at another;
- (3) the interior portion of buildings under construction, alteration, extension or renovation from rain, sleet or snow, whether driven by wind or not, when the installation of the roof, walls or windows of such buildings has not been completed.

9. DEBRIS REMOVAL

- a. This Property Memorandum of Coverage is extended to cover the reasonable and necessary costs incurred by the **Member Agency** to remove debris of any property, including property excluded under EXCLUDED PROPERTY, at **Insured Location(s)** provided such debris is a /direct result of physical loss or damage not otherwise excluded by this Property Memorandum of Coverage to Insured Property at such **Insured Location(s)**. **MOPERM** shall not be liable under this Coverage Extension for more than twenty-five percent (25%) of the amount of the property damage loss otherwise payable (not to exceed \$5,000,000) for any one **occurrence** for direct physical loss or direct physical damage at the **Insured Location** where such loss or damage occurs.
- b. No coverage is provided under this extension for:
 - (1) the cost required to remove:
 - (a) property excluded under EXCLUDED PROPERTY because of the actual or suspected presence of **contaminants** therein or thereon; or
 - (b) the **contaminants** in or on property excluded under EXCLUDED PROPERTY;whether or not the actual or suspected presence of **contaminants** results from physical loss or damage not otherwise excluded by this Property Memorandum of Coverage.
 - (2) any cost incurred by the **Member Agency** to satisfy the requirements of any law or ordinance that regulates the removal of **contaminants**.

10. DECONTAMINATION COSTS

- a. This Property Memorandum of Coverage is extended to cover:
 - (1) loss or damage to Insured Property at **Insured Location(s)** caused by the actual presence of **contaminants** in or on such Insured Property; and
 - (2) any additional cost incurred by the **Member Agency** in order to satisfy the minimum requirements of any law or ordinance in effect at the time of the loss or damage in (1) above that regulates the cleanup or removal of such **contaminants**;

provided that the release, discharge or dispersal of the **contaminants** into or onto Insured Property is a direct result of physical loss or damage not otherwise excluded by this Property Memorandum of Coverage to Insured Property at **Insured Location(s)**.

- b. No coverage is provided under this extension for
 - (1) raw materials, stock in process and finished goods, whether manufactured by the **Member Agency** or not;
 - (2) the cost required to remove:
 - (a) property excluded under EXCLUDED PROPERTY because of the actual or suspected presence of **contaminants** therein or thereon; or
 - (b) the **contaminants** in or on property excluded under EXCLUDED PROPERTY;

whether or not the actual or suspected presence of **contaminants** results from physical loss or damage not otherwise excluded by this Property Memorandum of Coverage.

11. DEMOLITION AND INCREASED COST OF CONSTRUCTION

- a. This Property Memorandum of Coverage is extended to cover the reasonable and necessary costs incurred by the **Member Agency** described in b. below to satisfy the minimum requirements of any law or ordinance regulating the demolition, construction, repair, replacement, use or removal (including debris removal) of any buildings or structures, except as excluded under EXCLUDED PROPERTY, at **Insured Location(s)**, provided that:

PROPERTY MEMORANDUM OF COVERAGE

- (1) such law or ordinance is in force on the date of physical loss or damage not otherwise excluded by this Property Memorandum of Coverage to such buildings or structures;
 - (2) the enforcement of such law or ordinance is a direct result of such physical loss or damage to such buildings or structures; and
 - (3) such buildings or structures are repaired or replaced within two (2) consecutive calendar years from the date of such physical loss or damage.
- b. This extension, as respects the buildings or structures in a. above, covers:
- (1) the additional cost incurred to repair or rebuild the physically damaged portion of such buildings or structures in a manner and with materials to satisfy the minimum requirements of such law or ordinance; or
 - (2) (a) the cost:
 - (i) to demolish any undamaged portion of such buildings or structures; and
 - (ii) to remove the debris resulting from such demolition;provided such demolition is required to satisfy the minimum requirement of such law or ordinance;
 - (b) the cost to rebuild such undamaged portion that has been demolished subject to the same provisions under VALUATION that applies to the damaged portion of such buildings or structures; such cost to rebuild does not include any additional cost incurred to satisfy any law or ordinance; and
 - (c) the additional cost incurred in rebuilding or replacing both the damaged portion and the undamaged but demolished portion of such buildings or structures on the same site where the physical loss or damage occurred to satisfy the minimum requirements of such law or ordinance, and which would not have been incurred in the absence of such law or ordinance.
- c. No coverage is provided under this extension for:
- (1) loss due to any law or ordinance which the **Member Agency** was required to comply with had the loss or damage not occurred; or
 - (2) any costs incurred as a direct or indirect result of enforcement of any laws or ordinances regulating the actual or suspected presence of **contaminants**.
- d. Any Program Sublimit(s) specified for this extension does not apply to b.(2)(b) above.

12. ERRORS AND OMISSIONS

- a. If loss or damage is not payable under this Property Memorandum of Coverage solely due to an error or unintentional omission:
- (1) in the description of where Insured Property is physically situated within the Coverage Territory;
 - (2) to include any location, within the Coverage Territory, that:
 - (a) is owned, rented or leased by the **Member Agency** as of the Coverage Inception Date; or
 - (b) is purchased, rented or leased by the **Member Agency** during the Coverage Period; or
 - (3) that results in cancellation of coverage for Insured Property under this Property Memorandum of Coverage;
- then this Property Memorandum of Coverage is extended to cover such loss or damage, to the extent it would have provided coverage had such error or unintentional omission not been made.
- b. It is a condition precedent to recovery under this extension that any error or unintentional omission be:
- (1) reported by the **Member Agency** to **MOPERM** when discovered; and
 - (2) corrected upon its discovery or within the period of time agreed to by **MOPERM**.

13. EXHIBITIONS, EXPOSITIONS, FAIRS OR TRADE SHOWS

- a. The Property Memorandum of Coverage is extended to cover any personal property except as excluded under EXCLUDED PROPERTY:

PROPERTY MEMORANDUM OF COVERAGE

- (1) owned by the **Member Agency**;
- (2) of others in the **Member Agency's** custody:
 - (a) to the extent the **Member Agency** is under obligation to keep such property covered for physical loss or damage not otherwise excluded by this Property Memorandum of Coverage; or
 - (b) to the extent of the **Member Agency's** legal liability for physical loss or damage not otherwise excluded by this Property Memorandum of Coverage to such property;

while such property is situated on the premises of any exhibitions, expositions, fairs or trade shows within the Coverage Territory.

- b. No coverage is provided under this extension for any property:
 - (1) while in transit;
 - (2) while waterborne;
 - (3) at **Insured Location(s)**;
 - (4) covered under COURSE OF CONSTRUCTION;
 - (5) covered under FINE ARTS;
 - (6) that is otherwise covered by this Property Memorandum of Coverage.

14. EXPEDITING EXPENSES

This Property Memorandum of Coverage is extended to cover the extra cost necessarily incurred to:

- a. Make temporary repairs; and
- b. Expedite the permanent repairs or replacement of the damaged property.

15. FINE ARTS

- a. This Property Memorandum of Coverage is extended to cover physical loss or damage not otherwise excluded by this Property Memorandum of Coverage to "fine arts" while anywhere, including while in transit to the extent provided under TRANSPORTATION, within the Coverage Territory.
- b. No coverage is provided under this extension for:
 - (1) loss or damage if the "fine arts" cannot be replaced with others of like kind and quality, unless such "fine arts" is specifically declared to and accepted by **MOPERM** prior to the loss or damage; or
 - (2) loss or damage from any repairing, restoration or retouching process.
- c. The following definition applies wherever the defined term appears in quotation marks:

- (1) The term "fine arts" means paintings, etchings, pictures, tapestries, rare or art glass, art glass windows, valuable rugs, statuary, sculptures, antique furniture, bric-a-brac, porcelains, and similar property of rarity, historical value or artistic merit.

"Fine arts" do not include **money** or **securities**.

"Fine arts" also do not include automobiles, coins, stamps, furs, jewelry, precious metals, precious stones, semi-precious stones, watercraft or aircraft, unless such item is specifically declared to and accepted by **MOPERM** as "fine arts" prior to the physical loss or damage.

16. FIRE DEPARTMENT SERVICE CHARGES

- a. This Property Memorandum of Coverage is extended to cover the following reasonable and necessary charges:
 - (1) fire department firefighting charges imposed on the **Member Agency** as a result of responding to a fire in, on or exposing the Insured Property at **Insured Location(s)**;
 - (2) costs incurred in restoring and recharging fire protection systems following physical loss or damage not otherwise excluded by this Property Memorandum of Coverage to Insured Property at **Insured Location(s)**; or
 - (3) costs incurred for the water used for fighting a fire in, on or exposing the Insured Property at **Insured Location(s)**.

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- b. This extension is subject to the Coverage Deductible that would have applied had the loss or damage not otherwise excluded by this Property Memorandum of Coverage occurred.

17. FIRE LEGAL LIABILITY

This Property Memorandum of Coverage is extended to cover those sums that the **Member Agency** becomes legally obligated to pay to the owner or the person or entity designated by the **Member Agency** prior to the time possession of the premises is granted to the **Member Agency** as damages because of direct physical loss or damage by fire to premises while rented to the **Member Agency** or temporarily occupied by the **Member Agency** with permission of the owner. This Extension does not apply to direct physical loss or damage that occurred before the property came under the **Member Agency's** care, custody or control.

18. LAND AND WATER CLEANUP

- a. This Property Memorandum of Coverage is extended to cover the reasonable and necessary cost for the cleanup, removal and disposal of **contaminants**:

- (1) from land; or
- (2) from water or any other substance in or on land;

at **Insured Location(s)** provided the release, discharge or dispersal of such **contaminants** is a direct result of physical loss or damage not otherwise excluded by this Property Memorandum of Coverage to Insured Property at **Insured Location(s)**.

- b. No coverage is provided under this extension for the cost:

- (1) to test for, monitor or assess the existence, concentration or effects of any **contaminants**, other than the testing which is performed in the course of extracting the **contaminants**; or
- (2) to cleanup, remove and dispose of any **contaminants** from land, or from water or any other substance in or on land:

- (a) at **Insured Location(s)** covered for personal property only.
- (b) if the Member fails to give written notice of loss to **MOPERM** within one hundred eighty (180) consecutive calendar days from the date of such physical loss or damage.

19. MISCELLANEOUS UNNAMED LOCATIONS

- a. This Property Memorandum of Coverage is extended to cover Insured Property at any location within the Coverage Territory that is either:

- (1) not listed on the latest schedule submitted to and accepted by **MOPERM**; or
- (2) listed on the latest schedule submitted to and accepted by **MOPERM** but for which the **Member Agency** has not submitted values for its interest.

- b. No coverage is provided under this extension for any property:

- (1) while in transit;
- (2) while waterborne;
- (3) while in the course of construction, alteration, extension, renovation, installation, erection, assembly, or testing and commissioning at any "locations" not owned, rented or leased by the **Member Agency**;
- (4) covered under AUTOMATIC COVERAGE;
- (5) covered under ERRORS AND OMISSIONS;
- (6) covered under EXHIBITION, EXPOSITION, FAIR OR TRADE SHOW; or
- (7) otherwise covered elsewhere in this Property Memorandum of Coverage.

20. PROFESSIONAL FEES

- a. This Property Memorandum of Coverage is extended to cover the reasonable expenses, excluding the cost of using the **Member Agency's** employees, incurred by the **Member Agency**, or by the **Member Agency's** representatives, for preparing the details of a claim resulting from a loss which would be payable under this Property Memorandum of Coverage. As respects these expenses,

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- b. **MOPERM** will allow the Member an amount of five percent (5%) of the adjusted loss (Property Damage and Time Element combined) not to exceed **\$25,000** in any one claim.
- c. No coverage is provided under this extension for expenses incurred by the **Member Agency** in utilizing or retaining the services of
 - (1) attorneys;
 - (2) independent or public adjusters;
 - (3) insurance agents or brokers; or
 - (4) any subsidiary, related or associated entities either partially or wholly owned by an attorney or public adjuster.

21. PROTECTION AND PRESERVATION OF PROPERTY - PROPERTY DAMAGE

- a. This Property Memorandum of Coverage is extended to cover the reasonable and necessary expenses incurred by the **Member Agency** to temporarily protect or preserve Insured Property at **Insured Location(s)**, provided such actions are necessary due to actual, or to prevent immediately impending, physical loss or damage not otherwise excluded by this Property Memorandum of Coverage to such Insured Property.

The expenses so incurred will be borne by the **Member Agency** and by **MOPERM** to the extent of their respective interests. **MOPERM's** portion of such expenses is limited to the extent such expenses reduce the loss or damage which would have otherwise been recoverable under this Property Memorandum of Coverage.

- b. This extension is subject to the Coverage Deductible that would have applied had such loss or damage occurred.

22. SERVICE INTERRUPTION PROPERTY DAMAGE

- a. This Property Memorandum of Coverage is extended to cover direct physical loss or damage to Insured Property at **Insured Location(s)** when such physical loss or damage results from the interruption:

- (1) of incoming services consisting of:

- (a) electricity;
- (b) fuel;
- (c) gas;
- (d) refrigerant;
- (e) steam;
- (f) water; or

- (2) of outgoing sewerage service;

that is caused by physical loss or damage not otherwise excluded by this Property Memorandum of Coverage to any property, including property excluded under EXCLUDED PROPERTY, of the supplier of such services situated:

- (i) within the Distance Limitation specified for this extension from such **Insured Location(s)**; or
- (ii) within the Coverage Territory, if no Distance Limitation is specified.

The **Member Agency** will immediately notify the suppliers of services of any interruption of such services.

- b. No coverage is provided under this extension:
 - (1) unless the "period of service interruption property damage" exceeds the Waiting Period specified for this extension;
 - (2) if the interruption of such services is caused directly or indirectly by the failure of the **Member Agency** to comply with the terms and conditions of any contracts the **Member Agency** has for the supply of such services.

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- c. The following definition applies wherever the defined term appears in quotation marks:
 - (1) The term "period of service interruption property damage" means the period of time:
 - (a) starting at the time when an interruption of specified services occurs; and
 - (b) ending when, with due diligence and dispatch, such services could be wholly restored.

23. TEMPORARY REMOVAL OF PROPERTY

- a. When Insured Property is removed temporarily from an **Insured Location(s)** for the purpose of being repaired or serviced or in order to avoid impending physical loss or damage not otherwise excluded by this Property Memorandum of Coverage, this Property Memorandum of Coverage is extended to cover such property:
 - (1) while at the location to which such property has been moved; and
 - (2) based on the same coverage provided by this Property Memorandum of Coverage for the **Insured Location(s)** from which such property was removed.
- b. No coverage is provided under this extension for any property:
 - (1) covered, in whole or in part, elsewhere in this Property Memorandum of Coverage.
 - (2) covered, in whole or in part, by any other insurance policy.
 - (3) removed for normal storage, processing or preparation for sale or delivery.

24. TRANSPORTATION

- a. This Property Memorandum of Coverage is extended to cover the following personal property, except as excluded under EXCLUDED PROPERTY, while in transit within the Coverage Territory:
 - (1) personal property owned by the **Member Agency**.
 - (2) personal property shipped to customers under F.O.B., C & F or similar terms. The **Member Agency's** contingent interest in such shipments is admitted.
 - (3) personal property of others in the actual or constructive custody of the **Member Agency** to the extent of the **Member Agency's** interest or legal liability.
 - (4) personal property of others sold by the **Member Agency**, that the **Member Agency** has agreed prior to the loss to insure during the course of delivery.
- b. No coverage is provided under this extension for:
 - (1) samples in the custody of salespeople or selling agents.
 - (2) any property covered under import or export ocean marine insurance.
 - (3) waterborne shipments, except while on the navigable inland waters of the countries within the Coverage Territory.
 - (4) airborne shipments unless by regularly-scheduled passenger airlines or air freight carriers.
 - (5) property of others, including the **Member Agency's** legal liability for it, hauled on vehicles owned, leased or operated by the **Member Agency** when acting as a common or contract carrier.
 - (6) any transporting vehicle.
 - (7) all materials in transit which are otherwise covered under another policy.
- c. Coverage Attachment and Duration:
 - (1) Coverage provided under this extension starts from the time the property leaves the original point of shipment for transit. It then covers continuously in the due course of transit until the property arrives at the destination within such continent; or
 - (2) However, coverage on export shipments not covered under ocean cargo policies ends when such personal property is loaded onboard overseas vessels or aircraft. Coverage on import shipments not covered under ocean cargo policies starts after discharge from overseas vessels or aircraft.
- d. This extension also covers:

PROPERTY MEMORANDUM OF COVERAGE

- (1) general average and salvage charges on shipments covered while waterborne.
 - (2) direct physical loss or damage to such personal property caused by or resulting from
 - (a) unintentional acceptance of fraudulent bills of lading, shipping or messenger receipts.
 - (b) improper parties having gained possession of property through fraud or deceit.
- e. Additional General Provisions:
- (1) This extension will not inure directly or indirectly to the benefit of any carrier or bailee.
 - (2) The **Member Agency** has permission, without prejudicing this insurance, to accept:
 - (a) ordinary bills of lading used by carriers;
 - (b) released bills of lading;
 - (c) undervalued bills of lading; and
 - (d) shipping or messenger receipts.

Except as otherwise stated, the **Member Agency** will not enter into any special agreement with carriers releasing them from their common law or statutory liability.

25. VACANCY

This Property Memorandum of Coverage is extended to cover:

- a. vacant or unoccupied buildings, including Insured Property therein, at **Insured Location(s)**; or
- b. Insured Property at **Insured Location(s)** where the **Member Agency** has ceased operations; provided that:
 - (1) Existing fire protection, watch and alarm services at such **Insured Location(s)** are maintained; and
 - (2) written notice is given to **MOPERM** prior to the 120th consecutive calendar day of cessation of operations, vacancy or unoccupancy.

The **Member Agency's** building is vacant or unoccupied when it does not contain enough property to conduct its customary business operations.

26. VALUABLE PAPERS AND RECORDS

- a. This Property Memorandum of Coverage is extended to cover physical loss or damage not otherwise excluded by this Property Memorandum of Coverage to "valuable papers and records" while anywhere, including while in transit to the extent provided under TRANSPORTATION, within the Coverage Territory.
- b. No coverage is provided under this extension for:
 - (1) loss or damage to "valuable papers and records" if such property cannot be replaced with others of like kind and quality, unless specifically declared to and accepted **MOPERM** prior to the loss or damage.
 - (2) loss or damage to property held as samples or for sale or for delivery after sale.
 - (3) errors or omissions in processing or copying; all unless physical loss or damage not otherwise excluded by this Property Memorandum of Coverage to "valuable papers and records" results, in which event, only such resulting physical loss or damage is covered under this extension.
 - (4) deterioration, inherent vice, vermin or wear and tear; all unless physical loss or damage not otherwise excluded by this Property Memorandum of Coverage to "valuable papers and records" results, in which event, only such resulting physical loss or damage is covered under this extension.
- c. The following definition applies wherever the defined term appears in quotation marks:
 - (1) The term "valuable papers and records" means written, printed or otherwise inscribed documents and records, including books, maps, films, drawings, abstracts, deeds, mortgages and manuscripts, all of which must be of value to the **Member Agency**.

"Valuable papers and records" do not include **media**, "money" or **securities**.

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27. FOUNDATIONS AND UNDERGROUND PIPES

This Property Memorandum of Coverage is extended to cover physical loss or damage not otherwise excluded by this Property Memorandum of Coverage to the following:

- a. foundations and underground pipes situated at or within 1,000 feet of the Insured Location which may be attendant to the operation of insured water or sewer treatment facility, as long as they do not run under water.
- b. geothermal heating and cooling systems situated at or within 1,000 feet of the **Insured Location(s)** that are attendant to the operation of the **Insured Location(s)**.

Values must be scheduled for coverage to apply.

SECTION IV – TIME ELEMENT**A. LOSS INSURED**

1. This Property Memorandum of Coverage covers TIME ELEMENT loss, as provided under TIME ELEMENT COVERAGES, during the PERIOD OF LIABILITY directly resulting from physical loss or damage not otherwise excluded by this Property Memorandum of Coverage to Insured Property at **Insured Location(s)**, or as otherwise provided in this section or endorsed hereon.
2. This Property Memorandum of Coverage covers TIME ELEMENT loss only to the extent it cannot be reduced through:
 - a. the use of any property or service owned or controlled by the **Member Agency**;
 - b. the use of any property or service obtainable from other sources;
 - c. working extra time or overtime; or
 - d. the use of inventory; at any location.
3. **MOPERM** reserves the right to take into consideration the combined operating results of all associated, affiliated or subsidiary companies of the **Member Agency** in determining the TIME ELEMENT loss.
4. This Property Memorandum of Coverage covers expenses reasonably and necessarily incurred by the **Member Agency** to reduce the loss otherwise payable under this section. The amount of such recoverable expenses will not exceed the amount by which the loss is reduced.
5. Except as respects LEASEHOLD INTEREST, in determining the amount of loss payable, **MOPERM** will consider:
 - a. the experience of the business before and after. and
 - b. the probable experience during; the PERIOD OF LIABILITY.

B. TIME ELEMENT COVERAGES

1. EXTRA EXPENSE

- a. The recoverable EXTRA EXPENSE loss is the reasonable and necessary extra costs incurred by the **Member Agency** during the PERIOD OF LIABILITY as respects the following:
 - (1) extra costs to temporarily continue as nearly normal as practicable the conduct of the **Member Agency's** business; and
 - (2) extra costs of temporarily using property or facilities of the **Member Agency** or of others;less any value remaining at the end of the PERIOD OF LIABILITY for any property obtained in connection with the above.
- b. No coverage is provided herein for.
 - (1) any loss of income;
 - (2) costs that normally would have been incurred in conducting the **Member Agency's** operations during the same period had no physical loss or damage not otherwise excluded by this Property Memorandum of Coverage to Insured Property occurred;
 - (3) cost of permanent repair or replacement of any property that has been destroyed or damaged; or
 - (4) any expense recoverable elsewhere in this Property Memorandum of Coverage.

PROPERTY MEMORANDUM OF COVERAGE**2. BUSINESS INTERRUPTION – GROSS EARNINGS**

- a. The recoverable BUSINESS INTERRUPTION – GROSS EARNINGS loss is the actual loss sustained by the **Member Agency** due to the necessary interruption of the **Member Agency's** operations during the PERIOD OF LIABILITY as respects "gross earnings" less all charges and expenses that do not necessarily continue during such interruption.

In determining the indemnity payable as the actual loss sustained by the **Member Agency**, MOPERM will consider the continuation of only those normal charges and expenses that would have been incurred had no interruption of the **Member Agency's** operations occurred.

- b. There is recovery herein but only to the extent that the **Member Agency** is:
- (1) wholly or partially prevented from producing goods or continuing operations or services;
 - (2) unable to make up lost production within a reasonable period of time, not limited to the period during which production is interrupted;
 - (3) unable to continue its operations or services during the PERIOD OF LIABILITY; and
 - (4) able to demonstrate a loss of sales for the operations, services or production prevented.
- c. The following definition applies wherever the defined term appears in quotation marks:
- (1) The term "gross earnings" means:

(a) as respects:

- (i) manufacturing operations, the net sales value of production less the cost of all raw stock, materials and supplies used in such production; or
- (ii) mercantile or non-manufacturing operations, the total net sales less cost of merchandise sold, materials and supplies consumed in the operations or services rendered by the **Member Agency**; and

(b) all other earnings derived from the operation.

Any amount recovered at selling price for physical loss or damage to finished goods or merchandise will be considered to have been sold to the **Member Agency's** regular customers and will be credited against net sales.

3. RENTAL INSURANCE

- a. The recoverable RENTAL INSURANCE loss is the actual loss sustained by the **Member Agency** during the PERIOD OF LIABILITY as respects:
- (1) the fair rental value of any portion occupied by the **Member Agency** as respects real property in which the **Member Agency** has an insurable interest;
 - (2) the income reasonably expected from rentals of unoccupied or unrented portions of real property in which the **Member Agency** has an insurable interest; and
 - (3) the rental income from the rented portions of real property in which the **Member Agency** has an insurable interest according to bona fide leases, contracts or agreements in force at the time of physical loss or damage not otherwise excluded by this Property Memorandum of Coverage to such real property;

all not to include non-continuing charges and expenses.

- b. No coverage is provided herein for any loss of rental income during any period in which Insured Property would not have been tenantable for any reason other than physical loss or damage not otherwise excluded by this Property Memorandum of Coverage, except as otherwise provided under EXTENDED PERIOD OF LIABILITY.

C. TIME ELEMENT EXCLUSIONS

In addition to the exclusions stated elsewhere in this Property Memorandum of Coverage, this Property Memorandum of Coverage does not cover:

1. Any TIME ELEMENT loss during any idle period, including but not limited to when production, operation, service, or delivery or receipt of goods would cease or would not have taken place or would have been prevented due to:

PROPERTY MEMORANDUM OF COVERAGE

- a. physical loss or damage excluded by this Property Memorandum of Coverage on or off **Insured Location(s)**;
 - b. planned or rescheduled shutdown;
 - c. strikes or other work stoppage; or
 - d. any reason other than physical loss or damage not otherwise excluded by this Property Memorandum of Coverage to Insured Property at **Insured Location(s)**.
2. Any increase in the TIME ELEMENT loss due to:
- a. suspension, cancellation or lapse of any lease, contract, license or orders;
 - b. fines or damages for breach of contract or for late or non-completion of orders;
 - c. penalties of any nature; or
 - d. any other consequential or remote loss.
- However, 2.a. and 2.d. above do not apply to EXTENDED PERIOD OF LIABILITY.
3. Any TIME ELEMENT loss resulting from loss or damage to finished goods manufactured by the **Member Agency**, nor the time required for their reproduction. However, this exclusion does not apply to commissions, profits and royalties.
4. Any TIME ELEMENT loss resulting from physical loss or damage covered under TRANSPORTATION.

D. TIME ELEMENT COVERAGE EXTENSIONS

The following Coverage Extensions are subject to the applicable Program Sublimit(s), do not increase the Program Limits of Liability, and are subject to all provisions of this Property Memorandum of Coverage.

1. CONTINGENT TIME ELEMENT

- a. This Property Memorandum of Coverage is extended to cover the actual loss sustained and the EXTRA EXPENSE incurred by the **Member Agency** during the PERIOD OF LIABILITY directly resulting from physical loss or damage not otherwise excluded by this to any property, except as excluded under EXCLUDED PROPERTY, at any location of direct suppliers or direct customers, provided that:
 - (1) such physical loss or damage prevents:
 - (a) such direct suppliers from supplying goods or services to the **Member Agency**; or
 - (b) such direct customers from receiving goods or services from the **Member Agency**;
 - (2) such direct suppliers have a contractual obligation with the **Member Agency** to supply goods or services to the **Member Agency**;
 - (3) such direct customers have a contractual obligation with the **Member Agency** to receive goods or services from the **Member Agency**;
 - (4) such location of direct suppliers or direct customers is situated within the Coverage Territory.
- b. As used herein, **direct suppliers** or **direct customers** do not include any company supplying to or receiving from **Insured Location(s)** electricity, fuel, gas, refrigerant, sewage, steam, water, audio, data or video.

2. EXTENDED PERIOD OF LIABILITY

- a. GROSS EARNINGS, RENTAL INSURANCE and IMPOUNDED WATER are extended to cover the additional length of time:
 - (1) as would be required with the exercise of due diligence and dispatch to restore the **Member Agency's** operations to the condition that would have existed had no physical loss or damage not otherwise excluded by this Property Memorandum of Coverage occurred; and
 - (2) starting on the date the applicable PERIOD OF LIABILITY ends.
- b. Coverage provided under this extension:
 - (1) as respects GROSS EARNINGS and RENTAL INSURANCE; is subject to the Time Limit specified for EXTENDED PERIOD OF LIABILITY – GROSS EARNINGS AND RENTAL INSURANCE;
 - (2) as respects IMPOUNDED WATER: is subject to the Time Limit specified for EXTENDED PERIOD OF LIABILITY – IMPOUNDED WATER.

The Time Limit starts on the date the applicable PERIOD OF LIABILITY ends.

PROPERTY MEMORANDUM OF COVERAGE**3. IMPOUNDED WATER**

- a. This Property Memorandum of Coverage is extended to cover the actual loss sustained and the EXTRA EXPENSE incurred by the **Member Agency** due to the necessary interruption of the Member's operations caused by inadequate water supply.
- b. It is a condition precedent to recovery under this extension that such inadequate water supply is a direct result of the release of water:
 - (1) stored behind dams or in reservoirs;
 - (2) used for any manufacturing purpose, including but not limited to as raw material or for power; and
 - (3) at **Insured Location(s)**;caused by physical loss or damage not otherwise excluded by this Property Memorandum of Coverage to such dams or reservoirs, or to equipment connected thereto.
- c. Notwithstanding the coverage provided under this extension and unless EXCLUDED PROPERTY is amended by endorsement accordingly, dams and reservoirs are not Insured Property and physical loss or damage thereto is not covered by this Property Memorandum of Coverage.

4. INGRESS/EGRESS

- a. This Property Memorandum of Coverage is extended to cover the actual loss sustained and the EXTRA EXPENSE incurred by the **Member Agency** due to the necessary interruption of the **Member Agency's** operations, provided that:
 - (1) the interruption directly results from the prevention of ingress to or egress from **Insured Location(s)**, whether or not Insured Property at such **Insured Location(s)** is damaged;
 - (2) the prevention in (1) above is caused by physical loss or damage not otherwise excluded by this Property Memorandum of Coverage to any property, including property excluded under EXCLUDED PROPERTY; and
 - (3) the property in (2) above is situated within the Distance Limitation specified for this extension from such **Insured Location(s)** where ingress to or egress from is prevented.
- b. Coverage provided under this extension is limited to the Time Limit specified for this extension. Such Time Limit starts on the date of the physical loss or damage described in a.(2) above.
- c. No coverage is provided under this extension if the prevention described in a. above results from picketing or other action by strikers, except for physical loss or damage not otherwise excluded by this Property Memorandum of Coverage.

5. ORDER OF CIVIL OR MILITARY AUTHORITY

- a. This Property Memorandum of Coverage is extended to cover the actual loss sustained and the EXTRA EXPENSE incurred by the **Member Agency** due to the necessary interruption of the **Member Agency's** operations, provided that:
 - (1) the interruption directly results from an order of a civil or military authority that specifically prohibits access to **Insured Location(s)**;
 - (2) the order in (1) above is caused by physical loss or damage not otherwise excluded by this Property Memorandum of Coverage to any property, including property excluded under EXCLUDED PROPERTY; and
 - (3) the property in (2) above is situated either:
 - (a) at the **Insured Location(s)** to which access is prohibited; or
 - (b) within the Distance Limitation specified for this extension from the **Insured Location(s)** to which access is prohibited.
- b. Coverage under this extension is limited to the Time Limit specified for this extension. Such Time Limit starts on the date such order of a civil or military authority comes into effect.

6. PROTECTION AND PRESERVATION OF PROPERTY – TIME ELEMENT

- a. This Property Memorandum of Coverage is extended to cover the actual loss sustained by the **Member Agency** for a period of time not to exceed:

PROPERTY MEMORANDUM OF COVERAGE

- (1) forty-eight (48) hours prior to; and
- (2) forty-eight (48) hours after;

the **Member Agency** first taking reasonable action for the temporary protection and preservation of Insured Property at **Insured Location(s)** provided such action is necessary to prevent immediately impending physical loss or damage not otherwise excluded by this Property Memorandum of Coverage to such Insured Property.

- b. This extension is subject to the Coverage Deductible that would have applied had such loss or damage occurred.

7. RELATED REPORTED VALUES

if:

- a. reported TIME ELEMENT values include values for locations used by the **Member Agency** (such as branch stores, sales outlets and other plants) but such "locations" are not listed on the latest schedule submitted to and accepted by **MOPERM**; and
- b. a TIME ELEMENT loss results at such locations due to physical loss or damage not otherwise excluded by this Property Memorandum of Coverage to Insured Property at **Insured Location(s)**;

then this Property Memorandum of Coverage is extended to cover such resulting TIME ELEMENT loss in accordance with the coverage applicable at the **Insured Location(s)** where such physical loss or damage occurred.

8. SERVICE INTERRUPTION TIME ELEMENT

- a. This Property Memorandum of Coverage is extended to cover the actual loss sustained and the EXTRA EXPENSE incurred by the **Member Agency** at **Insured Location(s)** during the "period of service interruption time element" when such loss results from the interruption:

- (1) of incoming services consisting of.

- (a) electricity;
- (b) fuel;
- (c) gas;
- (d) refrigerant;
- (e) steam; and
- (f) water, or

- (2) of outgoing sewerage service;

that is caused by physical loss or damage not otherwise excluded by this Property Memorandum of Coverage to any property, including property excluded under EXCLUDED PROPERTY, of the supplier of such services situated:

- (i) within the Distance Limitation specified for this extension from such **Insured Location(s)**;
or
- (ii) within the Coverage Territory, if no Distance Limitation is specified.

The **Member Agency** will immediately notify the suppliers of services of any interruption of such services.

- b. No coverage is provided under this extension:
 - (1) unless the "period of service interruption time element" exceeds the Waiting Period specified for this extension; or
 - (2) if the interruption of such services is caused directly or indirectly by the failure of the **Member Agency** to comply with the terms and conditions of any contracts the **Member Agency** has for the supply of such specified services.
- c. The following definition applies wherever the defined term appears in quotation marks:
 - (1) The term "period of service interruption time element" means the period of time:

PROPERTY MEMORANDUM OF COVERAGE

- (a) starting at the time when an interruption of specified services occurs;
- (b) ending when:
 - (i) with due diligence and dispatch such services could be wholly restored; and
 - (ii) the **Insured Location(s)** receiving such services could or would have resumed normal operations following the restoration of such services under the same or equivalent physical and operating conditions as provided by PERIOD OF LIABILITY; and
- (c) limited to only those hours during which the **Member Agency** would or could have used such services if it had been available.

The "period of service interruption time element" does not extend to include the interruption of the **Member Agency's** operations caused by any reason other than the interruption of the specified services.

9. SOFT COSTS

- a. This Property Memorandum of Coverage is extended to cover the actual loss sustained by the **Member Agency** as respects "soft costs" during the PERIOD OF LIABILITY for COURSE OF CONSTRUCTION.
- b. Any Program Sublimit(s) specified for this extension is part of and not in addition to the Program Sublimit(s) specified for COURSE OF CONSTRUCTION.
- c. The following definition applies wherever the defined term appears in quotation marks:
 - (1) The term "soft costs" means the following expenses over and above the normal expenses at **Insured Location(s)** covered under COURSE OF CONSTRUCTION:
 - (a) Construction loan fees: the additional cost incurred to rearrange loans necessary for the completion of construction, alteration, extension, renovation, erection, installation or assembly, including the:
 - (i) cost to arrange refinancing;
 - (ii) accounting work necessary to restructure financing
 - (iii) legal work necessary to prepare new documents; and
 - (iv) charges by the lenders for the extension or renewal of loans necessary.
 - (b) Commitment fees, leasing and marketing expenses: the cost of returning any commitment fees received from prospective tenants or purchasers and the cost of re-leasing and marketing due to loss of tenants or purchasers.
 - (c) Additional fees for architects, engineers, consultants, attorneys and accountants needed for the completion of construction, alteration, extension, renovation, erection, installation, assembly.
 - (d) Carrying costs: property taxes, building permits, additional interest on loans, realty taxes and insurance premiums.

E. PERIOD OF LIABILITY

- 1. The PERIOD OF LIABILITY applying to all TIME ELEMENT COVERAGES or if otherwise provided under the TIME ELEMENT COVERAGE EXTENSIONS, is as follows:
 - a. For building and equipment, the period of time:
 - (1) starting on the date of physical loss or damage not otherwise excluded by this Property Memorandum of Coverage; and
 - (2) ending when with due diligence and dispatch the building and equipment could be:
 - (a) repaired or replaced; and
 - (b) made ready for operations;under the same or equivalent physical and operating conditions that existed immediately prior to such physical loss or damage.Such period of time is not limited by the Coverage Expiration Date.
 - b. For property covered under COURSE OF CONSTRUCTION, the equivalent of the period of time in a. above will be applied to the level of business that would have been reasonably achieved after the construction, alteration, extension, renovation, installation, erection, assembly or testing and

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commissioning, and startup that would have been completed had no physical loss or damage not otherwise excluded by this Property Memorandum of Coverage occurred.

Due consideration will be given to the actual experience of the business compiled after completion of the construction, alteration, extension, renovation, installation, erection, assembly or testing and commissioning and startup.

- c. For stock-in-process and mercantile stock, including finished goods not manufactured by the **Member Agency**, the period of time required with the exercise of due diligence and dispatch:
 - (1) to restore stock-in-process to the same state of manufacture in which it stood at the inception of the interruption of the Member's operations; and
 - (2) to replace physically damaged mercantile stock.
 - d. For raw materials and supplies, the period of time:
 - (1) of the actual interruption of the **Member Agency's** operations resulting from the **Member Agency's** inability to get suitable raw materials and supplies similar to the ones damaged; but
 - (2) limited to that period for which the damaged raw materials and supplies would have supplied operating needs.
 - e. For direct physical damage to **media**, the period of time required to copy from backups or from originals of a previous generation. Such period of time does not include research, engineering, programming, assembling or gathering information, or any other period of time necessary to restore or recreate the **electronic data** lost.
 - f. For direct physical damage to exposed films, records, manuscripts and drawings, the period of time required to copy from backups or from originals of a previous generation. Such period of time does not include research, engineering or any other period of time necessary to restore or recreate the information lost.
2. The PERIOD OF LIABILITY does not include any additional time due to the **Member Agency's** inability to resume operations for any reason, including but not limited to:
- a. making changes to the equipment;
 - b. making changes to the buildings or structures. except as provided under DEMOLITION AND INCREASED COST OF CONSTRUCTION;
 - c. re-staffing or re-training employees. If more than one PERIOD OF LIABILITY applies, such periods will not be cumulative.

F. TIME ELEMENT INTERDEPENDENCY

If physical loss or damage not otherwise excluded by this Property Memorandum of Coverage at an **Insured Location(s)** results in a TIME ELEMENT loss at other Insured Location (s), then such resulting TIME ELEMENT loss will be adjusted based on the TIME ELEMENT COVERAGES or TIME ELEMENT COVERAGE EXTENSIONS that apply to the **Insured Location(s)** where such physical loss or damage occurred.

SECTION V – LOSS ADJUSTMENT AND SETTLEMENT**A. LOSS ADJUSTMENT AND LOSS PAYABLE**

Loss, if any, will be adjusted with and payable to **Member Agency**, or as may be directed by **Member Agency**. Additional insured interests will also be included in loss payment as their interests may appear when named as additional named insured, lender, mortgagee or loss payee in the Statements of Coverage on file with **MOPERM**.

B. LOSS CONDITIONS

1. ABANDONMENT

There may be no abandonment of any property to **MOPERM**.

2. APPRAISAL

- a. If **Member Agency** and **MOPERM** fail to agree on the amount of loss, each will, upon the written demand of the other, select a competent and disinterested appraiser after:

- (1) the **Member Agency** has fully complied with all provisions this Property Memorandum of Coverage, including those provided under REQUIREMENTS IN CASE OF LOSS; and

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- (2) **MOPERM** has received a signed and sworn to proof of loss from the **Member Agency**. Within thirty (30) consecutive calendar days from the date of such demand, each will notify the other of the appraiser selected.
 - b. The appraisers will first select a competent and disinterested umpire. If the appraisers fail to agree on an umpire within thirty (30) consecutive calendar days from the date of their selection, then, upon the request of **Member Agency** or **MOPERM**, the umpire will be selected by a judge of a court of record in the jurisdiction in which the appraisal is pending.
 - c. The appraisers will appraise the amount of loss:
 - (1) stating separately:
 - (a) the "actual cash value" as of the date of loss;
 - (b) the replacement cost as of the date of loss; and
 - (c) the amount of loss;for each item of direct physical loss or damage.
 - (2) for each of the TIME ELEMENT COVERAGES and TIME ELEMENT COVERAGE EXTENSIONS.
 - d. If the appraisers fail to agree, they will submit their differences to the umpire. An award agreed to in writing by any two will determine the amount of loss.
 - e. **Member Agency** and **MOPERM** will each:
 - (1) pay its chosen appraiser; and
 - (2) bear equally the other expenses of the appraisal and the umpire.
 - f. A demand for appraisal will not relieve **Member Agency** of its continuing obligation to comply with the terms and conditions of this Property Memorandum of Coverage, including those provided under REQUIREMENTS IN CASE OF LOSS.
 - g. **MOPERM** will not be held to have waived any of its rights by any act relating to the appraisal.
3. ASSIGNMENT
Assignment of this Property Memorandum of Coverage is not valid.
 4. COLLECTION FROM OTHERS
MOPERM will not be liable for any loss to the extent that **Member Agency** has collected for such loss from others.
 5. **MOPERM'S OPTION**
MOPERM has the option to take all or any part of damaged property at the agreed or appraised value within a reasonable time.
MOPERM must give notice to **Member Agency** of its intention to do so within thirty (30) consecutive calendar days after receipt of the signed and sworn to proof of loss required by this Property Memorandum of Coverage.
 6. JURISDICTION
This Property Memorandum of Coverage is governed by the laws of the United States and the State of Missouri. Any disputes arising hereunder will be exclusively subject to the jurisdiction of courts of the State of Missouri or the United States.
 7. PARTIAL PAYMENT OF LOSS SETTLEMENT
In the event of a loss occurring which has been ascertained by **MOPERM** to be recoverable under this Property Memorandum of Coverage, **MOPERM** will advance mutually agreed upon partial payments for such loss, subject to the provisions of this Property Memorandum of Coverage.
To obtain such partial payments, Member will submit a signed and sworn to proof of loss as described in this Property Memorandum of Coverage with adequate supporting documentation.
 8. REQUIREMENTS IN CASE OF LOSS
Member Agency will:
 - a. give immediate written notice to **MOPERM** of any loss.

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- b. protect the property from further loss or damage.
- c. promptly separate the damaged and undamaged property; put it in the best possible order; and furnish a complete inventory of the lost, destroyed, damaged and undamaged property showing in detail the quantities, costs, **actual cash value**, replacement costs and amount of loss claimed.
- d. give a signed and sworn to proof of loss to **MOPERM** within ninety (90) consecutive calendar days after the date of loss, unless that time is extended in writing by **MOPERM**. The proof of loss must state the knowledge and belief of **Member Agency** as to the following:
 - (1) The time and origin of the loss.
 - (2) The interest of **Member Agency** and of all others in the property;
 - (3) All encumbrances on the property.
 - (4) The **actual cash value** and replacement cost of each item and the amount of loss to each item.
 - (5) All other contracts of insurance, whether valid or not, covering any of the property.
 - (6) Any changes in the exposures, situation, occupation, possession, title or use of the property since the Property Memorandum of Coverage Inception Date.
 - (7) By whom and for what purpose the **Insured Location(s)** was occupied on the date of loss, and whether or not it then stood on leased ground.
- e. furnish to **MOPERM** a copy of all the descriptions and schedules in all policies and, if required, provide verified plans and specifications of any buildings, fixtures, machinery or equipment destroyed or damaged.
- f. as often as may be reasonably required:
 - (1) exhibit to any person designated by **MOPERM** all that remains of any property;
 - (2) submit to examination under oath by any person designated by **MOPERM** and sign the written records of examinations; and
 - (3) produce for examination at the request of **MOPERM**:
 - (a) all books of accounts, business records, bills, invoices and other vouchers; or
 - (b) certified copies of (a) above if originals are lost;at such reasonable time and place as may be designated by **MOPERM** or its representative and permit extracts and machine copies thereof to be made.

9. SALVAGE AND RECOVERY

Any salvage or other recovery, except recovery under SUBROGATION or under OTHER INSURANCE, will accrue entirely to the benefit of **MOPERM** until the sum paid by **MOPERM** is recovered.

10. SETTLEMENT OF CLAIMS

The amount of loss, except as respects ACCOUNTS RECEIVABLE, for which **MOPERM** may be liable, will be paid within thirty (30) consecutive calendar days after:

- a. proof of loss as described under REQUIREMENTS IN CASE OF LOSS is accepted by **MOPERM**; and
- b. when a resolution of the amount of loss is made either by:
 - (1) agreement between **Member Agency** and **MOPERM**; or
 - (2) the filing with **MOPERM** of an award as provided under APPRAISAL.

11. SUBROGATION

In the event of any payment made under this Property Memorandum of Coverage:

- a. **MOPERM** will be subrogated to all of **Member Agency's** rights of recovery against any person or organization; and
- b. **Member** will execute and deliver instruments and papers and do whatever is necessary to secure such rights.

MOPERM will not acquire any rights of recovery that **Member Agency** has expressly waived prior to a loss, nor will such waiver affect **Member Agency's** rights under this Property Memorandum of Coverage.

Member Agency will do nothing after a loss to prejudice the subrogation rights of **MOPERM**.

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c. Member will cooperate with **MOPERM** and upon **MOPERM**'s request and expense:

- (1) attend hearings and trials; and
- (2) assist in:
 - (a) effecting settlements;
 - (b) securing and giving evidence;
 - (c) obtaining the attendance of witnesses; and
 - (d) conducting suits.

If there is recovery, the net amount recovered will be (1) first paid to **MOPERM** to reimburse its costs incurred in obtaining the subrogation award; (2) second paid to **MOPERM** to reimburse **MOPERM** for the amount paid to **Member Agency** in resolution of its claim; and (3) any remaining excess shall be divided on a pro rata basis between **MOPERM** and **Member Agency**. **MOPERM** will have the sole right to settle any subrogation claim.

12. SUIT AGAINST MOPERM

No suit, action or proceeding for the recovery of any claim under this Property Memorandum of Coverage will be sustainable in any court of law or equity unless:

- a. **Member Agency** has fully complied with all the provisions of this Property Memorandum of Coverage; and
- b. such suit, action or proceeding is started within twelve (12) consecutive calendar months after date of the loss.

If such time limitation in b. above is invalid:

- (1) where the destroyed or damaged Insured Property is situated; or
- (2) in the case of a TIME ELEMENT only loss, where the **Insured Location(s)** incurring such TIME ELEMENT loss is situated;

then any such legal action must be started within the shortest limit of time permitted by law.

C. VALUATION

Adjustment of the loss amount for physical loss or damage not otherwise excluded by this Property Memorandum of Coverage will be computed as of the date of loss at the **Insured Location(s)** where such physical loss or damage occurred, and for no more than the interest of **Member Agency**, subject to the following:

1. On stock in process:
 - a. the replacement cost of raw materials;
 - b. the cost of labor expended; and
 - c. the proper proportion of overhead charges.
2. On finished goods manufactured by **Member Agency**, the regular cash selling price at the **Insured Location(s)** where the physical loss or damage occurred, less all discounts and charges to which the finished goods would have been subject had no physical loss or damage occurred.
3. On raw materials, supplies and other merchandise not manufactured by Member:
 - a. if repaired or replaced, the actual expenditure incurred in repairing or replacing the destroyed or damaged property.
 - b. if not repaired or replaced, the **actual cash value** of such property.
4. On **media**:
 - a. if repaired or replaced within two (2) consecutive calendar years from the date of loss or damage:
 - (1) the replacement cost of the **media** blank; plus
 - (2) the cost of copying the **electronic data** from back-ups or from originals of a previous generation
 - b. if not repaired or replaced within two (2) consecutive calendar years from the date of loss or damage: the replacement cost of the **media** blank;

excluding all other costs, such as the cost for research, engineering, programming, or assembling or gathering information, incurred in restoring or recreating the **electronic data** lost.

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5. On exposed films, records, manuscripts, and drawings, that are not "valuable papers and records":
 - a. their replacement cost blank; plus
 - b. the cost of copying information from back-ups or from originals of a previous generation;excluding all other costs, such as the cost for research or engineering, incurred in restoring or recreating the information lost.
6. On "valuable papers and records", the least of the following:
 - a. the reasonable and necessary costs to repair or restore to the physical condition that existed immediately prior to the physical loss or damage;
 - b. the replacement cost;
 - c. the amount designated, if any, for such "valuable papers and records" on the latest schedule submitted to and accepted by **MOPERM**,
7. On "fine arts", the least of the following:
 - a. the reasonable and necessary costs to repair or restore to the physical condition that existed immediately prior to the physical loss or damage;
 - b. the replacement cost;
 - c. the amount designated, if any, for such "fine arts" on the latest schedule submitted to and accepted by **MOPERM**,

In the event a "fine arts" article is part of a pair or set, and such article, if physically damaged, cannot be repaired or replaced or restored to the condition that existed immediately prior to the physical loss or damage, the amount recoverable under this Property Memorandum of Coverage will be limited to the lesser of the following:

- (1) the full value of the pair or set; or
- (2) the amount designated, if any, for such "fine arts" pair or set on the latest schedule submitted to and accepted by **MOPERM**.

The Insured agrees to surrender the pair or set to **MOPERM**.

8. On property covered under TRANSPORTATION:
 - a. As respects property shipped to or for the account of **Member Agency**, the actual invoice to **Member Agency** including accrued costs and charges legally due to **Member Agency**. Such charges may include **Member Agency's** commission as a selling agent.
 - b. As respects property sold by **Member Agency** and shipped to or for the purchaser's account, the Insured's selling invoice amount including prepaid or advanced freight costs,
 - c. As respects property not under invoice:
 - (1) for property of **Member Agency**, based on the VALUATION provisions applying to the location from which the property is being transported;
 - (2) for other property, the **actual cash value** at the destination point on the date of the occurrence; less any charges saved which would have become due and payable upon arrival at destination.
9. On buildings and structures, building equipment, plant equipment, machinery, machine parts, office furniture, office equipment, tools, dies, jigs, templates, patterns and flasks, except all such property that is obsolete or useless to **Member Agency**:
 - a. if repaired, rebuilt or replaced, at the same or at another site, within two (2) consecutive calendar years from the date of loss or damage, the lesser of the following:
 - (1) the cost to repair, rebuild or replace on the same site with new materials of like size, kind and quality, whichever is the least,
 - (2) the actual expenditure incurred by or on behalf of **Member Agency** in repairing, rebuilding or replacing on the same or another site, whichever is the least;but in no event to include any increased costs resulting from the enforcement of any law, ordinance, regulation or rule regulating or restricting the construction, installation, repair, replacement, demolition, occupancy, operation or other use of property at Insured Locations;

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- b. if not repaired, rebuilt or replaced, at the same or at another site, within two (2) consecutive calendar years from the date of loss or damage: the **actual cash value** at the time and place of loss.
10. On **improvements and betterments**:
- a. if repaired or replaced, at the expense of **Member Agency** within two (2) consecutive calendar years from the date of loss or damage, the lesser of the following:
- (1) the cost to repair or replace the lost or damaged **improvements and betterments** with new materials of like kind or quality, whichever is less;
 - (2) the actual expenditure incurred in repairing or replacing the lost or damaged **improvements and betterments**, whichever is less;
- b. if not repaired or replaced within two (2) consecutive calendar years after such loss or damage: that proportion of the original cost at the time of installation of the lost or damaged **improvements and betterments** which the unexpired term of the lease at the time of loss bears to the period from the date such **improvements and betterments** were made to the expiration date of the lease;
- c. if repaired or replaced at the expense of others for the use of **Member Agency**, there shall be no liability hereunder.
11. On unrepairable electrical or mechanical equipment, including computer equipment: the cost to replace such damaged or destroyed property with the most functionally equivalent equipment even if such equipment:
- a. has technological advantages;
 - b. represents an improvement in function; or
 - c. forms part of a program or system enhancement.
12. On property scheduled for demolition at the time of loss or damage: the increased cost of demolition, if any, resulting from physical loss or damage not otherwise excluded by this Property Memorandum of Coverage.
13. On real property or machinery and equipment, other than stock, held for sale at the time of loss or damage: the selling price.
14. On personal property of others for which **Member Agency** is legally liable in the event of loss or damage: the amount for which **Member Agency** is legally liable, but not to exceed the **actual cash value** of such property.
15. On all other property, including property that is obsolete or useless to **Member Agency**: the **actual cash value**.

Member Agency may elect not to repair or replace the real and personal property lost, destroyed or damaged. Loss settlement may be elected on the lesser of repair or replacement cost basis if the proceeds of such loss settlement are expended on other capital expenditures related to **Member Agency's** operations within two (2) consecutive calendar years from the date of physical loss or damage. As a condition of collecting herein, such expenditure must be unplanned as of the date of physical loss or damage and must be made at an **Insured Location(s)** under this Property Memorandum of Coverage. This does not extend to DEMOLITION AND INCREASED COST OF CONSTRUCTION.

SECTION VI – WORDS AND PHRASES WITH SPECIAL MEANING

Actual Cash Value	The term actual cash value shall mean the lesser of (a) the replacement cost at the time and place of loss less depreciation; or (b) fair market value.
Contaminants	The term contaminants shall mean materials that cause contamination . Contaminants shall include any impurity, pollutant, poison, toxin, pathogen or pathogenic organism, disease-causing or illness-causing agent, asbestos, dioxin, polychlorinated biphenyls, agricultural smoke, agricultural soot, vapor, fumes, acids, alkalis, bacteria, virus, and hazardous substances as listed in the Federal Water Pollution Control Act, Clean Air Act, Resource Conservation and Recovery Act of 1976, Toxic Substances Control Act, or as designated by the United States Environmental Protection Agency or any other federal, state or local governmental agency.
Contamination	The term contamination shall mean any condition of property due to the actual or suspected presence of any contaminants .
Electronic Data	The term electronic data means data of any kind including, but not limited to, facts, concepts, or other information in a form useable by computer or other electronic or electromagnetic data processing equipment.

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Insured Location(s)	Refers to all property indicated on the schedules attached to this Property Memorandum of Coverage, including groups of buildings and structures at one site, bounded by public streets, clear land space, open waterways or any combination thereof, with each public street, clear land space or open waterway measuring no less than fifty (50) feet wide. Any bridge or tunnel crossing such streets, space or waterways renders such separation inoperative.
Improvements and Betterments	Refers to fixtures, alterations, installations or additions comprising part of a building occupied but not owned by the Member Agency and acquired or made at the expense of the Member Agency , which the Member Agency cannot legally remove.
Media	The term media means the materials upon which data is recorded, including but not limited to, paper tapes, cards, electronic memory circuits and magnetic or optical storage devices.
Member Agency	Refers to the public entity, as defined in Section 537.700, RSMo, designated in the Property Memorandum of Coverage Declarations and shall not include any other public entity under which said designated Member Agency may do business unless specifically included in the Property Memorandum of Coverage Declarations.
Money	The term money means bank notes, coins, currency, money order held for sale to the public, traveler's checks or register checks.
Occurrence	<p>The term occurrence means any loss, disaster or casualty, or series of losses, disasters or casualties arising out of one event.</p> <p>When occurrence applies to loss or losses from the perils of tornado, windstorm, "named windstorm", hail, riot attending a strike, civil commotion, malicious mischief, "flood", or "earth movement", if such perils are covered by this Property Memorandum of Coverage, one event will be construed to be all losses arising during a continuous period of seventy-two (72) hours. MOPERM will determine when this 72-hour period begins.</p> <p>However, MOPERM is not liable hereunder for any loss or damage:</p> <ol style="list-style-type: none"> (1) Occurring before the Property Memorandum of Coverage becomes effective; or (2) Arising from an occurrence which is in progress at the time this Property Memorandum of Coverage becomes effective, even if such loss or damage occurs after this Property Memorandum of Coverage becomes effective; or (3) Occurring after the expiration of this Property Memorandum of Coverage, except loss or damage arising from an occurrence in progress at the time this Property Memorandum of Coverage expires.
Securities	The term securities shall mean all negotiable and non-negotiable Instruments or contracts representing either money or other property. Securities include accounts, Bills, food stamps, other evidence of debt or revenue, other Stamps in current use, tokens, tickets, evidences of title and letter of credit. Securities do not include money .

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By: 



STANDARD FIRE POLICY PROVISIONS ENDORSEMENT

The provisions of the Standard Fire Policy are stated below. If any conditions of this form are construed to be more liberal than those already stated in the Property Memorandum of Coverage relating to the perils of fire, lightning or removal, the conditions of this form apply:

IN CONSIDERATION OF THE PROVISIONS AND STIPULATIONS HEREIN OR ADDED HERETO, AND OF THE CONTRIBUTION SPECIFIED, **MOPERM**, for the term of years specified in the Property Memorandum of Coverage Declarations from the inception date shown in the Property Memorandum of Coverage Declarations at 12:01 A.M. (Standard Time) to the expiration date shown in the Property Memorandum of Coverage Declarations at 12:01 A.M. (Standard Time) at the mailing address of **Member Agency**, to an amount not exceeding the limit of liability specified in the Property Memorandum of Coverage Declarations, does cover the **Member Agency** named in the Property Memorandum of Coverage Declarations and legal representatives, to the extent of the actual cash value of the property at the time of loss, but not exceeding the amount which it would cost to repair or replace the property with material of like kind and quality within a reasonable time after such loss, without allowance for any increased cost of repair or reconstruction by reason of any ordinance or law regulating construction or repair, and without compensation for loss resulting from the interruption of business or manufacture, nor in any event for more than the interest of the **Member Agency**, against all DIRECT LOSS BY FIRE, LIGHTNING AND OTHER PERILS COVERED IN THIS PROPERTY MEMORANDUM OF COVERAGE INCLUDING REMOVAL FROM PREMISES ENDANGERED BY THE PERILS COVERED IN THIS POLICY, EXCEPT AS HEREINAFTER PROVIDED, to the property described while located or contained as described in this Property Memorandum of Coverage, or pro rata for five days at each proper place to which any of the property shall necessarily be removed for preservation from the perils covered in this policy, but not elsewhere.

Assignment of this Property Memorandum of Coverage shall not be valid.

This Property Memorandum of Coverage is made and accepted subject to the foregoing provisions and stipulations and those hereinafter stated, which are hereby made a part of this Property Memorandum of Coverage, together with such other provision, stipulations and agreements as may be added hereto, as provided in this Property Memorandum of Coverage.

Concealment, fraud.

This entire Property Memorandum of Coverage shall be void if, whether before or after a loss, **Member Agency** has willfully concealed or misrepresented any material fact or circumstance concerning this Property Memorandum of Coverage of the subject thereof, or the interest of **Member Agency** therein, or in case of any fraud or false swearing by **Member Agency** relating thereto.

Uninsurable and excepted property.

This Property Memorandum of Coverage shall not cover accounts, bills, currency, deeds, evidences of debt, money or securities; nor, unless specifically named hereon in writing, bullion or manuscripts.

Perils not included.

MOPERM shall not be liable for loss by fire or other perils covered in this Property Memorandum of Coverage caused, directly or indirectly, by: (a) enemy attack by armed forces, including action taken by military, naval or air forces in resisting an actual or an immediately impending enemy attack; (b) invasion; (c) insurrection; (d) rebellion; (e) revolution; (f) civil war; (g) usurped power; (h) order of any civil authority except acts of destruction at the time of and for the purpose of preventing the spread of fire, provided that such fire did not originate from any perils excluded by this Property Memorandum of Coverage; (i) neglect of **Member Agency** to use all reasonable means to save and preserve the property at and after a loss, or when the property is endangered by fire in neighboring premises; (j) nor shall **MOPERM** be liable for loss by theft.

Other insurance.

Other coverage may be prohibited or the amount of coverage may be limited by endorsement attached hereto.



STANDARD FIRE POLICY PROVISIONS ENDORSEMENT

Conditions suspending or restricting insurance.

Unless otherwise provided in writing added hereto **MOPERM** shall not be liable for loss occurring (a) while the hazard is increased by any means within the control or knowledge of **Member Agency**; or (b) while a described building, whether intended for occupancy by owner or tenant, is vacant or unoccupied beyond a period of sixty consecutive days; or (c) as a result of explosion or riot, unless fire ensues, and in that event for loss by fire only.

Other perils or subjects.

Any other peril to be covered or subject of coverage in this Property Memorandum of Coverage shall be by endorsement in writing hereon or added hereto.

Added provisions.

The extent of the application of coverage under this Property Memorandum of Coverage and of the contribution to be made by **MOPERM** in case of loss, and any other provision or agreement not inconsistent with the provisions of this Property Memorandum of Coverage, may be provided for in writing added hereto, but no provision may be waived except such as by the terms of this Property Memorandum of Coverage is subject to change.

Waiver provisions.

No permission affecting this coverage shall exist or waiver of any provision be valid, unless granted herein or expressed in writing

Cancellation provisions.

This Property Memorandum of Coverage shall be cancelled at any time at the request of **Member Agency**, in which case **MOPERM** shall, upon demand and surrender of this Property Memorandum of Coverage, refund the excess of paid contribution

Mortgagee interests and obligations.

If loss hereunder is made payable, in whole or in part, to a designated mortgagee not named herein as **Member Agency**, such interest in this Property Memorandum of Coverage may be cancelled by giving to such mortgagee a ten day's written notice of cancellation. If **Member Agency** fails to render proof of loss, such mortgagee, upon notice, shall render proof of loss in the form herein specified within 60 (sixty) days thereafter and shall be subject to the provisions hereof relating to appraisal and time of payment and of bringing suit. If **MOPERM** shall claim that no liability existed as to the Mortgagor or owner, it shall, to the extent of payment of loss to the mortgagee, be subrogated to all the mortgagee's rights or recovery, but without impairing mortgagee's right to sue; or it may pay off the mortgage debt and require an assignment thereof and of the mortgage. Other provisions relating to the interests and obligations of such mortgagee may be added hereto by agreement in writing.

Pro rata liability.

MOPERM shall not be liable for a greater proportion of any loss than the amount hereby covered shall bear to the whole limit covering the property against the peril involved, whether collectible or not.

Requirements in case loss occurs.

Member Agency shall give immediate written notice to **MOPERM** of any loss, protect the property from further damage, forthwith separate the damaged and undamaged personal property, put it in the best possible order, furnish a complete inventory of the destroyed, damaged and undamaged property, showing in detail quantities, costs, actual cash value and amount of loss claimed; and within sixty days after the loss, unless such time is extended in writing by **MOPERM**, **Member Agency** shall render to **MOPERM** a proof of loss, signed and sworn to by **Member Agency**, stating the knowledge and belief of **Member Agency** as to the following: the time and origin of the loss, the interest of **Member Agency** and of all others in the property, the actual cash value of each



STANDARD FIRE POLICY PROVISIONS ENDORSEMENT

item thereof and the amount of loss thereto, all encumbrances thereon, all other contracts of insurance, whether valid or not, covering any said property, any changes in the title, use occupation, location, possession or exposures of said property since the issuing of this, Property Memorandum of Coverage by whom and for what purpose any building herein described and the several parts thereof were occupied at the time of loss and whether or not it then stood on leased ground, and shall furnish a copy of all the descriptions and schedules in all policies and, if required, verified plans and specifications of any building, fixtures or machinery destroyed or damaged. **Member Agency**, as often as may be reasonably required, shall exhibit to any person designated by **MOPERM** all that remains of any property herein described, and submit to examinations under oath by any person named by **MOPERM**, and subscribe the same; and, as often may be reasonably required, shall produce for examination all books of account, bills, invoices and other vouchers, or certified copies thereof if originals be lost, at such reasonable time and place as may be designated by **MOPERM** or its representative, and shall permit extracts and copies thereof to be made.

Appraisal.

In case **Member Agency** and **MOPERM** shall fail to agree as to the actual cash value or the amount of loss, then, on the written demand of either, each shall select a competent and disinterested appraiser and notify the other of the appraiser selected within twenty (20) days of such demand. The appraisers shall first select a competent and disinterested umpire; and failing for fifteen days to agree upon such umpire, then, on request of **Member Agency** or **MOPERM**, such umpire shall be selected by a judge of a court of record in the state in which the property covered is located. The appraisers shall then appraise the loss, stating separately actual cash value and loss to each item; and, failing to agree, shall submit their differences, only, to the umpire. An award in writing, so itemized, of any two when filed with **MOPERM** shall determine the amount of actual cash value and loss. Each appraiser shall be paid by the party selecting him and the expenses of appraisal and umpire shall be paid by the parties equally.

MOPERM's options.

It shall be optional with **MOPERM** to take all, or any part of the property at the agreed or appraised value, and also to repair, rebuild or replace the property destroyed or damaged with other of like kind and quality within a reasonable time, on giving notice of its intention so to do within thirty (30) days after the receipt of the proof of loss herein required.

Abandonment.

There can be no abandonment to **MOPERM** of any property.

When loss payable.

The amount of loss for which **MOPERM** may be liable shall be payable sixty (60) days after proof of loss, as herein provided, is received by **MOPERM** and ascertainment of the loss is made either by agreement between **Member Agency** and **MOPERM** expressed in writing or by the filing with **MOPERM** of an award as herein provided.

Suit.

No suit or action on this Property Memorandum of Coverage for the recovery of any claim shall be sustainable in any court of law or equity unless all the requirements of this Property Memorandum of Coverage shall have been complied with, and unless commenced within twelve months next after inception of the loss.

Subrogation.

MOPERM may require from **Member Agency** an assignment of all right of recovery against any party for loss to the extent that payment therefore is made by **MOPERM**.

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By:



EARTH MOVEMENT ENDORSEMENT

A. COVERAGE AGREEMENT

In consideration of the contribution charged and subject to the terms, exclusions, limits and conditions of the Property Memorandum of Coverage to which this endorsement is attached and to the provisions contained within this endorsement, coverage is extended to cover direct physical loss of or physical damage to Insured Property at **Insured Locations** caused by earth movement or volcanic action.

B. MOPERM SUBLIMITS

MOPERM shall not be liable under this endorsement for more than the limits shown on the Schedule of Total Property Insured Values attached to this Property Memorandum of Coverage, subject to the sublimits for all loss or damage arising out of one **occurrence** irrespective of the number of Locations or Members involved in the **occurrence**:

MOPERM Sublimit: **\$100,000,000 per occurrence**; subject to **\$100,000,000** annual aggregate

The above Sublimit applies to all loss or damage caused directly or indirectly by or resulting from the perils covered by this endorsement, including any loss or damage covered by this Property Memorandum of Coverage which ensues from the perils covered by this endorsement. However, if direct physical loss or direct physical damage by fire or explosion results, the above Sublimit shall not apply to such resulting loss or damage by fire or explosion. Such resulting loss or damage by fire or explosion shall be subject to the scheduled limit and/or any other applicable sublimit(s) as stated elsewhere in this Property Memorandum of Coverage.

The above Sublimit shall be the maximum amount collectible under this Property Memorandum of Coverage for all loss or damage resulting from the perils covered by this endorsement.

C. DEDUCTIBLE

This endorsement is subject to a Fixed Dollar Amount Deductible.

All claims under this endorsement for loss, damage or expense arising out of one **occurrence** shall be adjusted as one loss. **MOPERM** shall not be liable until the amount of such loss exceeds the deductible amount of:

1. \$25,000 per **occurrence** for Earth Movement (Excluding High Hazard Earthquake Counties)
2. \$50,000 per **occurrence** for Earth Movement (High Hazard Earthquake Counties only) and then only for **MOPERM's** share of such excess.

D. ADDITIONAL EXCLUSIONS WHICH APPLY TO THIS ENDORSEMENT

This endorsement does not cover loss or damage to:

1. property at any location covered under Automatic Coverage or Errors & Omissions.

Nothing herein contained shall be held to vary, alter, waiver or extend any of the terms, conditions, or limitations of the Property Memorandum of Coverage to which this endorsement is attached other than as above stated.

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By:



FLOOD AND WATER DAMAGE ENDORSEMENT

A. MOPERM SUBLIMITS

In consideration of the contribution charged and subject to the terms, exclusions, limits and condition of the Property Memorandum of Coverage to which this endorsement is attached and subject to the provisions contained within this endorsement, this Property Memorandum of Coverage is extended to cover direct physical loss or damage to Insured Property at Insured Locations caused by "flood" and "water damage".

B. MOPERM SUBLIMITS

MOPERM shall not be liable under this endorsement for more than the limits shown on the Schedule of Total Property Insured Values attached to this Property Memorandum of Coverage, subject to the Sublimits for all loss or damage arising out of one **occurrence** irrespective of the number of Locations or Members involved in the **occurrence**:

MOPERM Sublimit:

1. Flood and Water Damage (excluding coverage in High Hazard Zones)
\$100,000,000 per **occurrence**; subject to **\$100,000,000** annual aggregate
2. Flood and Water Damage (in High Hazard Zones)
\$5,000,000 per **occurrence**; subject to **\$5,000,000** annual aggregate

The above Sublimit applies to all loss or damage caused directly or indirectly by or resulting from the perils covered by this endorsement, including any loss or damage covered by this Property Memorandum of Coverage which ensues from the perils covered by this endorsement. However, if direct physical loss or direct physical damage by fire or explosion results, the above Sublimit shall not apply to such resulting loss or damage by fire or explosion. Such resulting loss or damage by fire or explosion shall be subject to the scheduled limit and/or any other applicable sublimit(s) as stated elsewhere in this Property Memorandum of Coverage.

The above Sublimit shall be the maximum amount collectible under this Property Memorandum of Coverage for all loss or damage resulting from the perils covered by this endorsement.

C. DEDUCTIBLE

This endorsement is subject to a Fixed Dollar Amount Deductible.

All claims under this endorsement for loss, damage or expense arising out of one **occurrence** shall be adjusted as one loss. **MOPERM** shall not be liable until the amount of such loss exceeds the deductible amount of:

1. \$25,000 per **occurrence** for Flood Damage (excluding coverage in High Hazard Zones)
2. \$50,000 per **occurrence** for Flood Damage (in High Hazard Zones)
3. deductible shown on the Schedule of Total Property Insured Values per **occurrence** for Water Damage, and then only for **MOPERM**'s share of such excess.

D. ADDITIONAL EXCLUSIONS WHICH APPLY TO THIS ENDORSEMENT

This endorsement does not cover loss or damage to:

1. property at any **Insured Location** covered under Automatic Coverage
2. property at any **Insured Location** covered under Exhibitions, Expositions, Fairs or Trade Shows
3. property at any **Insured Location** covered under Course of Construction
4. property at any **Insured Location** covered under Errors & Omissions.

Nothing herein contained shall be held to vary, alter, waiver or extend any of the terms, conditions, or limitations of the Property Memorandum of Coverage to which this endorsement is attached other than as above stated.

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By:



JOINT LOSS AGREEMENT ENDORSEMENT

This Property Memorandum of Coverage is amended as follows:

A. The following clause is added under the GENERAL CONDITIONS section of this Property Memorandum of Coverage:

JOINT LOSS AGREEMENT

1. In the event of loss or damage to Insured Property at **Insured Location(s)** covered both by this Property Memorandum of Coverage and by an Equipment Breakdown insurance policy effected by the **Member Agency**, and there is a disagreement between **MOPERM** and the insurer issuing such Equipment Breakdown insurance policy with respect to:

- a. whether such loss or damage was caused by a peril not otherwise excluded by this Property Memorandum of Coverage or by an accident covered by such Equipment Breakdown insurance policy; or
- b. the extent of participation of this Property Memorandum of Coverage and of such Equipment Breakdown insurance policy in a loss which is covered, partially or wholly, by any or all of such policies;

MOPERM will, upon written request of **Member Agency**, pay to Member one-half of the amount of such loss which is in disagreement, but in no event more than the amount **MOPERM** would have paid if there had been no Equipment Breakdown insurance policy in effect.

2. The following additional conditions apply:

- a. The amount of such loss which is in disagreement, after making provisions for any undisputed claims payable under said policies, and after the amount of the loss is agreed upon by **Member Agency** and the insurers, is limited to the minimum amount remaining payable under the Equipment Breakdown insurance policy.
- b. The Equipment Breakdown insurer will simultaneously pay to **Member Agency** one-half of said amount which is in disagreement.
- c. Such payments by the insurers and acceptance of same by **Member Agency** signify the agreement of the insurers to submit to and proceed with arbitration within ninety (90) consecutive calendar days of such payments.

If the Equipment Breakdown insurer and **MOPERM** fail to agree on the amount of loss, each will, upon the written demand of the other, select a competent and disinterested appraiser. The appraisers will first select a competent and disinterested arbitrator. If the appraisers fail to agree on an arbitrator within thirty (30) consecutive calendar days from the date of their selection, then, upon the request of Equipment Breakdown Insurer or **MOPERM**, the arbitrator will be selected by a judge of a court of record in Cole County, Missouri. The appraisers will then appraise the amount of loss, stating separately the amount of loss.

If the appraisers fail to agree, they will submit their differences to the arbitrator. An award agreed to in writing by any two will determine the amount of loss.

The Equipment Breakdown insurer and **MOPERM** will each pay its chosen appraiser; and bear equally the other expenses of the arbitrator.

The decision of the arbitrators will be binding on **MOPERM** and the Equipment Breakdown insurer.

- d. **Member Agency** agrees to cooperate in connection with such arbitration but not to intervene therein.
- e. The provisions of this clause will not apply unless such Equipment Breakdown insurance policy contains similar provisions.
- f. Acceptance by **Member Agency** of the sums paid pursuant to the provisions of this clause, including any arbitration award, will not operate to alter, waive, surrender or in any way affect the rights of **Member Agency** against any of the insurers.

All other terms and conditions remain unchanged.

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By:

MOPERMJLAE(Ed. 7-20)



MARGIN CLAUSE ENDORSEMENT

In consideration of the contribution charged, and subject otherwise to the terms, exclusions, limits and conditions of the Property Memorandum of Coverage to which this endorsement is attached and to the provisions contained within this endorsement, the following additional condition is added to this Property Memorandum of Coverage:

Additional Condition Applicable to All Parts of This Property Memorandum of Coverage:

The contribution for this Property Memorandum of Coverage is based upon the schedule of values on file with **MOPERM**.

In the event of loss or damage hereunder, **MOPERM** shall not be liable for more than the least of the following amounts for all loss or damage arising out of one **occurrence**:

- A. the actual amount of loss, as determined under the provisions of this Property Memorandum of Coverage, less applicable deductible(s);
- B. 115% of the total stated value, as shown on the schedule of values on file with **MOPERM**, for the property covered at the **Insured Location(s)** affected by the loss, less applicable deductible(s);
- C. the amount of any Sublimit applicable to such loss, as shown on the Schedule of this Property Memorandum of Coverage or under any coverage extension or endorsement applicable to the loss; or
- D. the Property Memorandum of Coverage Limit, as shown on the Schedule of this Property Memorandum of Coverage.

In no event shall this margin clause increase the liability of **MOPERM** under this Property Memorandum of Coverage.

Nothing herein contained shall be held to vary, alter, waiver or extend any of the terms, conditions, or limitations of the Property Memorandum of Coverage to which this endorsement is attached other than as above stated.

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By:



MISSOURI CHANGES - POLLUTION

This Property Memorandum of Coverage is amended as follows:

In this Property Memorandum of Coverage, any exclusion, limitation or other provision relating to pollutants ("pollutants"), or any amendment to or replacement of such exclusions, limitations or other provisions, applies even if the irritant or contaminant has a function in or on your business, operations, premises, site or location.

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By:

A handwritten signature in black ink, appearing to be "L. H. ...".



TERRORISM ENDORSEMENT CERTIFIED ACT OF TERRORISM

A. Coverage

This Property Memorandum of Coverage covers direct physical loss or damage caused directly or indirectly by or resulting from a "certified act of terrorism".

B. MOPERM's Limit of Liability

Irrespective of the number of locations involved, **MOPERM** is not liable under this endorsement for more than its proportionate share, as specified below, of the Program Sublimit(s) which is part of the Program Limit or is part of any Program Layer Limits that make up the Program Limit for all loss or damage caused directly or indirectly by or resulting from a "certified act of terrorism" during any one **occurrence**, including any loss or damage (by fire or otherwise) which ensues from a "certified act of terrorism".

MOPERM Sublimit: **\$2,500,000** per occurrence and annual aggregate in excess of deductibles.

C. Disclosure

The following disclosure is added to the Property Memorandum of Coverage:

COVERAGE IS PROVIDED BY THIS ENDORSEMENT FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, THIS PROPERTY MEMORANDUM OF COVERAGE MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT COVERAGE UNDER THIS PROPERTY MEMORANDUM OF COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS, UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 85% OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, COVERAGE UNDER THIS PROPERTY MEMORANDUM OF COVERAGE MAY BE REDUCED.

D. Application of Other Exclusions

All other limitations and exclusions as provided elsewhere in this Property Memorandum of Coverage are in full force and effect.

E. Definitions

For the purpose of this endorsement the following definitions apply wherever the defined terms appear in quotation marks:

1. "The Act"

The term "the act" means the federal Terrorism Risk Insurance Act of 2002 as amended by the Terrorism Risk Insurance Program Reauthorization Act of 2007.

2. "Certified Act of Terrorism"

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

**TERRORISM ENDORSEMENT
CERTIFIED ACT OF
TERRORISM**

(Continued)

- a. The act resulted in aggregate property and casualty insurance losses in excess of \$5,000,000; and
- b. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

3. **"Occurrence"**

The term "occurrence" when applied to a "certified act of terrorism" means any loss, disaster, or casualty, or series of losses, disasters or casualties attributable directly or indirectly to one cause or to one series of similar causes. All such losses will be added together and the total amount of such losses will be treated as one "occurrence". It will be defined as the sum total of all losses arising out of or caused by a "certified act of terrorism" during any period of seventy-two (72) consecutive hours.

When filing a proof of loss, **MOPERM** will have the right to elect the moment at which such seventy-two (72) hour period is deemed to have commenced provided always that no elected period of seventy-two (72) hours will commence earlier than when the first loss to insured property or interests occurs.

However, **MOPERM** will not be liable hereunder for any loss or damage:

- a. occurring before this Property Memorandum of Coverage becomes effective; or
- b. arising from an "occurrence" which is in progress at the time this Property Memorandum of Coverage becomes effective, even if such loss or damage occurs after this Property Memorandum of Coverage becomes effective; or
- c. occurring after the expiration of this Property Memorandum of Coverage, except loss or damage arising from an "occurrence" in progress at the time this Property Memorandum of Coverage expires.

Nothing herein contained shall be held to vary, alter, waiver or extend any of the terms, conditions, or limitations of the Property Memorandum of Coverage to which this endorsement is attached other than as above stated.

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By:



UP + RUNNING EQUIPMENT BREAKDOWN INSURANCE POLICY

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Section A. Property Damage Coverages Provided

Property Damage:

This Policy covers direct damage to "Covered Property" resulting from a "Breakdown" to "Covered Equipment". Without "Breakdown", there is no equipment breakdown coverage.

Covered Property

Means property that you own or that is in your care, custody or control and for which you are legally liable. Such property must be at a "Covered Premises" described in the Declarations except as provided within **off premises property damage** coverage.

"Covered Property" does not include any property listed in Section F. Definitions, Covered Property, Paragraphs a. and b.

Covered Cause of Loss – Breakdown

The Covered Cause of Loss for this Equipment Breakdown Coverage is "Breakdown".

"Breakdown" means the following direct physical loss that causes damage to "Covered Equipment" and necessitates its repair or replacement:

1. Failure of pressure or vacuum equipment;
2. Mechanical failure including rupture or bursting caused by centrifugal force; or
3. Electrical failure including arcing,

unless such loss or damage is otherwise excluded within this coverage form.

"Breakdown" does not include any condition or event listed in Section F. Definitions, Breakdown, Paragraphs a. through e.

Covered Equipment

Means the following:

1. Unless specified otherwise in the Declarations:
 - a. Equipment that generates, transmits, controls or utilizes energy, including electronic communications and data processing equipment; and
 - b. Equipment which, during normal usage, operates under vacuum or pressure, other than the weight of its contents.
2. Except as specifically provided for under **off premises property damage** coverage, **utility interruption** coverage, **contingent business income and extra expense** coverage and Paragraph 3. of **perishable goods** coverage, such equipment must be at a "Covered Premises" described in the Declarations and must be owned or leased by you or operated under your control.

"Covered Equipment" does not include any property listed in Section F. Definitions, Covered Equipment, Paragraphs a. through k.

Section B. Time Element Coverages Provided

Means the following and applies, unless otherwise specified in the Declarations.

Business Income and Extra Expense or Extra Expense Only

Coverage includes your actual loss sustained of "Business Income" and "Extra Expense" incurred to operate your business during the "Period of Restoration". However, if coverage for *extra expense only* is indicated in the Declarations, then coverage for *business income* is not provided.

1. We will consider the experience of your business before the "Breakdown" and the probable experience you would have had without the "Breakdown" in determining the amount of payment.
 2. If a number of days is shown in the Declarations for *extended period of restoration* coverage, it will be in addition to the definition of "Period of Restoration".
-

Contingent Business Income and Extra Expense or Contingent Extra Expense Only

Coverage includes loss and expense as defined under "Time Element Coverages" that directly results from a "Breakdown" to "Covered Equipment" owned by a third party that prevents:

1. A direct supplier from delivering goods or materials to a "Covered Premises";
2. A direct customer from buying goods, materials or services from a "Covered Premises"; or
3. A property located within one (1) mile of a "Covered Premises", from attracting customers to your own business at a "Covered Premises".

It is a condition of this coverage that "Covered Equipment" be located at a contingent business income supplier location, customer location or "Attraction Property" indicated in the Declarations.

Utility Interruption

If "Time Element Coverages" are provided, that coverage is extended to include loss directly resulting from the interruption of utility services, provided all of the following conditions are met:

1. The interruption is the direct result of a "Breakdown" to "Covered Equipment" owned, operated or controlled by a private or public utility or distributor that generates, transmits, distributes or provides "Utility Services" received by you;
 2. The "Covered Equipment" is used to supply "Utility Services" to a "Covered Premises";
 3. The interruption of "Utility Services" to a "Covered Premises" extends beyond the consecutive period of time shown as the waiting period in the Declarations. Once this waiting period is exceeded, coverage will commence at the initial time of the interruption and will be subject to all applicable deductibles;
 4. The "Covered Equipment" must either be owned by a company with whom you have a contract to supply you with one of the covered services listed in Paragraph 2. above, or used to supply the covered services listed in Paragraph 2. above, and must be located within five (5) miles of a "Covered Premises".
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Section C. Coverage Extensions

The following Coverage Extensions apply, subject to terms, conditions, and the Policy Limit. Coverage for each extension only applies to the extent of the applicable sublimit shown in the Coverage Extension section of the Declarations. If an item in the Coverage Extension section has *no coverage* or *not applicable* shown, then there will be no coverage provided for such item under this Policy.

Accounts Receivable

This Policy is extended to cover direct physical loss to accounts receivable records resulting from a "Breakdown" to "Covered Equipment". We will also pay all amounts due from your customers that you are unable to collect, interest charges on any loan required to offset amounts you are unable to collect pending our payment of these amounts, collection expenses in excess of your normal collection expenses that are made necessary as a result of the "Breakdown" and other reasonable expenses that you incur to reestablish your records of accounts receivable.

It is a condition of this coverage that credit card company charge records will be considered accounts receivable records until delivered to the credit card company. It is also a condition of this coverage that we will not pay for loss or damage that requires any audit of records or any inventory computation to prove its factual existence.

Coverage does not include loss or damage caused directly or indirectly by any the following regardless of whether any other cause or event contributes concurrently or in any sequence leading up to the loss:

1. Bookkeeping, accounting or billing errors or omissions;
 2. Alteration, falsification, concealment, destruction or disposal of records of accounts receivable records due to conceal the wrongful giving, taking or withholding of money, securities or other property but only to the extent of the wrongful giving, taking or withholding.
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Brands and Labels

This Policy is extended to cover costs when branded or labeled covered property is damaged by a "Breakdown" to "Covered Equipment". At our expense, you may stamp *salvage* on the goods or products, you may remove or obliterate the labels or permanent markings or you may re-label the goods or products.

Conditions of this coverage require the stamp, removal or obliteration will not physically damage or otherwise reduce the value of the goods or products and that the goods or products must be re-labeled in compliance with the requirements of the law.

If "Time Element Coverages" apply, the "Period of Restoration" is extended to include the additional period of time required for stamping, removal, obliteration and/or re-labeling the goods or products. The extended maximum "Period of Restoration" is shown in the Declarations.

Civil Authority

This Policy is extended to cover "Business Income" and "Extra Expense" caused by the necessary interruption in business if an order of civil authority prohibits access to the "Covered Premises". It is a provision of this coverage that such order is the direct result of a "Breakdown" to "Covered Equipment" of the type insured under this Policy to Equipment of the type insured at or within the vicinity of the "Covered Premises". Insurance provided hereunder starts at the time of such "Breakdown" and ceases when access to the "Covered Premises" is restored, but in no event for longer than the number of consecutive days specified in the Declarations.

Claims Preparation Costs

This Policy is extended to include the necessary and reasonable expenses actually incurred by you associated with fees payable to your accountants, architects, auditors, engineers, or other professionals and the cost of using your employees for the sole purpose of producing and certifying any particulars or details contained in your books or documents, or such other proofs, information or evidence required by the Company in the presentation of your claim.

Coverage does not include fees or cost of:

1. Attorneys, public adjusters and loss appraisers, all including any of their subsidiary, related or associated entities either partially or wholly owned by them or retained by them for the purpose of assisting them; and
2. Loss consultants who advocate for you on coverage or negotiate claims on your behalf without our prior written consent.

Data Restoration

This Policy is extended to cover your reasonable and necessary costs to research, replace or restore lost "Data", and reprogram instructions used with any "Covered Equipment" damaged by a "Breakdown".

We will also pay for your "Time Element" loss, if such coverage is otherwise applicable under this Policy. This coverage is included within the **data restoration** coverage limit of insurance shown in the Declarations.

Deductible Waiver

This Policy is extended as respects a subsequent "Breakdown" to "Covered Equipment" that was repaired or replaced while covered by this Policy. We will waive the property damage deductible, for a period of two (2) years from the date of the original "Breakdown" during the period of continuous coverage within this Policy's "Policy Term" should the repaired part(s), replacement part(s) or equipment sustain a subsequent "Breakdown" from a similar cause.

The deductible waiver shall apply as follows:

1. Solely for the expense to repair or replace the same or replacement "Covered Equipment" that was previously damaged and shall not apply to any resultant damage to any "Covered Property" or "Time Element Coverage";
2. The amount of the deductible waived will be limited to \$100,000 or the deductible amount applied to the initial loss to repair or replace the damaged "Covered Equipment", whichever is less. Any deductible amount remaining will be applied to any resulting loss that may have been incurred; and
3. Only during the time of continuous coverage while insured by the Up + Running Coverage Form.

Errors and Omissions

This Policy is extended to cover your actual loss including costs or expenses for any loss or damage which is not otherwise payable under this Policy, solely because of the items listed below:

1. Any error or unintentional omission in the description or location of property as insured under this Policy or in any subsequent amendments;
2. Any failure through error to include any premises owned or occupied by you at the inception date of this Policy; or
3. Any error or unintentional omission by you that results in cancellation of any "Covered Premises" insured under this Policy.

No coverage is provided as a result of any error or unintentional omission by you in the reporting of values or the selection of coverage limits you requested.

It is a condition of this coverage that such errors or unintentional omissions shall be reported and corrected when discovered. The Policy premium will be adjusted accordingly to reflect the date the premises should have been added had no error or omission occurred.

If the coverage and deductibles vary for "Covered Premises", then the coverage applicable for the errors and omissions will be the broadest coverage and the highest limits and the largest deductible applicable to the "Covered Premises", unless otherwise specified in the Declarations.

Expediting Expenses

This Policy is extended to cover the reasonable and necessary extra cost to make temporary repairs and expedite permanent repairs or permanent replacement of "Covered Property" damaged by a "Breakdown" to "Covered Equipment".

Fungus and Related Perils

This Policy is extended to include direct physical loss to "Covered Property" caused by or relating to the existence of or any activity of "Fungus and Related Perils". We only cover loss caused by "Fungus and Related Perils" under the following conditions:

1. when the "Fungus and Related Perils" is the result of a "Breakdown" to "Covered Equipment" that occurs during the "Policy Term"; and
2. if all reasonable steps were taken to protect the property from additional damage at and after the time of the "Breakdown".

The most we will pay for all losses at each location described as a "Covered Premises" is shown in the Declarations and is further limited by the following:

- a. The *fungus and related perils* coverage limit is the maximum amount we will pay at each "Covered Premises" for the total of all loss or damage arising out of all occurrences of "Fungus and Related Perils" resulting from a "Breakdown" to "Covered Equipment" for each separate twelve (12) month period beginning with the inception date of this Policy.
- b. If the "Policy Term" is extended for an additional period of less than twelve (12) months, this additional period will be considered part of the preceding period for the purpose of determining the *fungus and related perils* coverage limit.
- c. The *fungus and related perils* coverage limit applies regardless of the number of claims made at a described "Covered Premises".
- d. The *fungus and related perils* coverage limit is the most that we will pay with respect to a specific occurrence of a loss which results in "Fungus and Related Perils" even if such "Fungus and Related Perils" recur or continue to exist during this or any future "Policy Term".

The *fungus and related perils coverage* limit also applies to any cost or expense to:

- (1) clean up, contain, treat, detoxify, or neutralize "Fungus and Related Perils" on "Covered Property" or remove "Fungus and Related Perils" from "Covered Property";
- (2) remove and replace those parts of "Covered Property" necessary to gain access to "Fungus and Related Perils"; and
- (3) test for the existence or level of "Fungus and Related Perils" following the repair, replacement, restoration, or removal of damaged property if it is reasonable to believe that "Fungus and Related Perils" are present.

The terms of this coverage extension do not apply to covered loss or damage to "Covered Property" that is not caused, in total or in part, by "Fungus and Related Perils", except to the extent that "Fungus and Related Perils" caused an increase in the loss. When "Fungus and Related Perils" caused an increase in such a loss, that increase is subject to the terms of this coverage.

We will also pay for your loss and expense as defined under "Time Element Coverage" provisions caused by or relating to the existence of or any activity of "Fungus and Related Perils". The following conditions apply:

3. We will only cover loss of earnings and/or extra expense caused by "Fungus and Related Perils":
 - a. when the "Fungus and Related Peril" is the result of a "Breakdown" to "Covered Equipment" that occurs during the "Policy Term"; and
 - b. if all reasonable steps were taken to protect the property from additional damage at and after the time of the "Breakdown".
4. We will pay up to the number of days indicated in the Declarations if your actual loss sustained for **business income and extra expense** which resulted in "Fungus and Related Perils" does not in itself interrupt your business but such interruption is necessary due to the loss or damage to property caused by "Fungus and Related Perils". The days need not be successive.
5. If a covered business interruption was caused by loss or damage other than "Fungus and Related Perils", but remediation of "Fungus and Related Perils" lengthens the "Period of Restoration", we will pay up to the number of days indicated in the Declarations for loss of earnings and/or expense sustained during the delay (regardless of when such delay for remediation occurs during the period of restoration). The days need not be successive.

Green Environmental and Efficiency Improvements

This Policy is extended to cover the following:

1. The reasonable additional costs you incur to repair or replace the damaged "Covered Property" with material of like kind and quality which qualifies as "Green";
2. The reasonable additional costs you incur to employ "Green" methods or processes of construction, disposal or recycling in the course of the repair and replacement of the damaged "Covered Property";
3. The reasonable additional costs you incur for the process of certification or recertification of the repaired or replaced damaged "Covered Property" as "Green";
4. The reasonable additional costs you incur as part of a "Green" reconstruction, to flush out the air in the area of the physically damaged "Covered Property" with one hundred percent (100%) outside air and to provide replacement filtration media for the building's ventilation system that controls the damaged area;
5. The reasonable additional costs you incur to hire a qualified engineer or other professional required by a "Green Authority" to be involved in the design and construction for repairing or rebuilding the damaged "Covered Property" as "Green";
6. The reasonable additional costs you incur for "Green" removal, disposal or recycling of damaged "Covered Property"; and
7. If "Time Element Coverages" apply, the "Period of Restoration" is extended to include the additional period of time required for making the changes to "Covered Property" in accordance with the coverages in Paragraphs 1. through 6. above.

Conditions of this coverage are:

- a. This coverage extension does not apply to "Raw Materials", "Finished Stock" or "Merchandise".

- b. Coverage provided in Paragraphs 1. through 7. above apply only if replacement cost valuation applies to the damaged "Covered Property" and then only if the "Covered Property" is actually repaired or replaced as soon as reasonably possible after the "Covered Breakdown".
- c. Coverage does not apply to any cost incurred due to any ordinance or law with which you were legally obligated to comply with prior to the time the "Breakdown" occurred.
- d. Coverage provided in Paragraphs 1. through 7. above are included within the **green environmental and efficiency improvements** coverage limit of insurance shown in the Declarations.

Ingress/Egress

This Policy is extended to cover your actual loss sustained by the necessary interruption in business if ingress or egress by you or your suppliers, customers or employees is prohibited due to the physical obstruction to a "Covered Premises" due to a direct physical loss or damage caused by a "Breakdown" to "Covered Equipment".

We will also pay for your resultant loss and expense as defined under "Time Element Coverage" provisions if such coverage is otherwise applicable under this Policy. This coverage is included within the **ingress/egress** coverage limit of insurance shown in the Declarations.

Newly Acquired Premises

This Policy is extended to automatically provide coverage at a newly acquired premises you have purchased or leased. This coverage begins at the time you acquire the property and is subject to the following conditions:

- 1. You must inform us, in writing, of the newly acquired premises as soon as practicable, and within the number of days stated in the Declarations;
- 2. You agree to pay an additional premium as determined by us;
- 3. The coverage for these premises will be subject to the same terms, conditions, exclusions and limitations as other "Covered Premises"; and
- 4. If the coverage and deductibles vary for existing "Covered Premises", the coverage for the newly acquired premises will be the broadest coverage, the highest limits and the largest deductible applicable to the existing "Covered Premises". However, the most we will pay is the **newly acquired premises** coverage limit of insurance shown in the Declarations.
- 5. The coverage under this Coverage Extension will end when any of the following first occurs:
 - a. This Policy expires;
 - b. The number of days shown in the Declarations has been exceeded; or
 - c. The location is reported to us and we have communicated to you, in writing, an intent to continue providing coverage (including coverage with different limits, deductibles, terms or conditions) or decline further coverage for such reported location.

Off Premises Property Damage

"Covered Property" includes transportable "Covered Equipment" which at the time of the "Breakdown" is not at a "Covered Premises" indicated in the Declarations or at any other location owned or leased by you. Coverage applies worldwide except in countries where the United States has imposed sanctions, embargoes or similar restrictions on the provision of insurance.

Ordinance or Law

1. This Policy is extended to cover the reasonable and necessary expenses incurred by you that are directly resulting from the enforcement of a law or ordinance as a direct result of damage to "Covered Property" resulting from a "Breakdown" to "Covered Equipment" which:
 - a. Regulates the demolition, construction, repair, or replacement or use of buildings or structures; and
 - b. Is in force at the time of a "Breakdown".
2. Coverage under this Coverage Extension is provided for:
 - a. Undamaged Portions – The value of the undamaged portions of the insured buildings or structures when those portions are demolished;
 - b. Demolition – The reasonable and necessary expense to demolish and remove any physically undamaged portions of the insured buildings or structures; and
 - c. Compliance with the Law – The reasonable and necessary expense incurred to rebuild such insured buildings or structures in order to comply with the minimum requirement of the law, regulation or ordinance being enforced.
3. We will also pay for your loss and expense as defined under "Time Element Coverages" provision that are the result of Paragraphs 1. or 2. above, if such coverage is otherwise applicable under this Policy. This coverage is included within the **ordinance or law** coverage limit of insurance shown in the Declarations.
4. This Coverage Extension does not cover:
 - a. Any cost or expense required by the enforcement of any law, regulation or ordinance regulating any form of "Pollutants and/or Hazardous Materials" or "Fungus and Related Perils"; or
 - b. Any cost or expense to comply with any law, regulation or ordinance with which you would have been required to comply had the damage not occurred.

Perishable Goods

This Policy is extended to cover the following:

1. Loss of "Perishable Goods" due to "Spoilage" resulting from a "Breakdown" to "Covered Equipment". Coverage is extended to include "Perishable Goods" stored in refrigerated trucks or trailers while at a "Covered Premises" and not in transit;
2. Loss of "Perishable Goods" due to contamination from the release of a refrigerant, resulting from a "Breakdown" to "Covered Equipment". Refrigerant includes, but is not limited to ammonia;
3. Loss of "Perishable Goods" due to "Spoilage" that is caused by or results from an interruption in "Utility Services" resulting from a "Breakdown" to "Covered Equipment";
4. Reasonable and necessary expenses incurred to reduce the amount of loss under this Coverage Extension. We will pay such expenses to the extent that they do not exceed the amount of loss that otherwise would have been payable under this Coverage Extension;
5. Reasonable and necessary expense to properly dispose of damaged "Perishable Goods"; and
6. Actual loss directly resulting from the necessary interruption of your business as a direct result of "Spoilage" and/or contamination to "Perishable Goods" caused by a "Breakdown".

Coverages included in Paragraphs 1. through 5. above are included within the **perishable goods** coverage limit of insurance shown in the Declarations. Coverage provided in Paragraph 6. above is included within **the business income and extra expense** or **extra expense only** limit of insurance shown in the Declarations.

Pollutant and/or Hazardous Materials

This Policy is extended to include additional expenses incurred by you for the clean-up, repair or replacement, salvage expense, or disposal of "Covered Property" that is damaged or contaminated by a "Pollutant and/or Hazardous Material". As used here, additional expenses mean the additional cost incurred over and above the amount that we would have paid had no "Pollutant and/or Hazardous Material" been involved with the loss.

We will also pay for your loss and expense as defined under "Time Element Coverage" provisions that are the direct result of the above paragraph, if such coverage is otherwise applicable under this Policy. This coverage is included within the **pollutants and/or hazardous materials** coverage limit of insurance shown in the Declarations.

Ammonia is not considered to be a "Pollutant and/or Hazardous Material" as respects this extension.

Reduction in Value

This Policy is extended to cover the reduction in the value of undamaged "Finished Stock" and "Merchandise" that is a part of pairs, sets, or components which become unmarketable. The reduction in value must be caused by a physical loss or damage to another part of the product resulting from a "Breakdown" to "Covered Equipment".

Solidification

This Policy is extended to include loss or damage to "Covered Property" caused by the "Solidification" of materials resulting from a "Breakdown" to "Covered Equipment". Such loss or damage includes the cost for the removal of the solidified materials from the "Covered Property". We will also pay for any cost of the materials that are solidified and the expense for their disposal.

If "Time Element Coverage" applies, the "Period of Restoration" is extended to include the additional period of time that is required for the removal of the solidified materials from the "Covered Property". The **extended period of restoration** is limited to the number of days shown in the Declarations.

System Installation and Soft Costs

This Policy is extended to include:

1. A "Breakdown" to "Covered Equipment" at a "Covered Premises" while:
 - a. Undergoing alterations or additions in the course of construction; or
 - b. Equipment is being newly installed.
2. "Soft costs" directly caused by a "Breakdown" to "Covered Equipment"; and
3. Your loss and expense as defined under "Time Element Coverages" provision that are the direct result of Paragraph 1. above, if such coverage is otherwise applicable under this Policy.

Coverage is effective, with additional premium charges applicable, from the time you begin the alteration, addition or installation project. This coverage is included within the **system installation and soft costs** coverage limit of insurance shown in the Declarations.

Unnamed Locations

This Policy is extended to cover loss or damage otherwise covered by this Coverage Part to "Covered Property" located at an "Unnamed Location" caused by or resulting from a "Breakdown" to "Covered Equipment".

We will also pay for your actual loss sustained and expense as defined under "Time Element Coverage" provisions that are otherwise applicable under this Policy directly resulting from a "Breakdown" to "Covered Equipment" at an "Unnamed Location". This coverage is included within the *unnamed location* coverage limit shown in the Declarations.

Water Damage

This Policy is extended to include "Covered Property" that has been damaged by water as a direct result of a "Breakdown" to "Covered Equipment", including any salvage expense.

We will also pay for your actual loss sustained and expense as defined under "Time Element" coverage provisions that are the result of the paragraph above, if such coverage is otherwise applicable under this Policy directly resulting from a "Breakdown" to "Covered Equipment". This coverage is included within the *water damage* coverage limit of insurance shown in the Declarations.

It is a condition of this coverage that if "Fungus and Related Perils" result from damage by water as a result of a "Breakdown" to "Covered Equipment", the *fungus and related perils* coverage limit of insurance shown in the Declarations will apply.

Section D. Exclusions

A. We will not pay for loss or damage caused directly or indirectly by one or more of the following excluded causes or events. Such loss or damage is excluded regardless of other causes or events that contribute to or aggravate the loss, whether such causes or events act to produce the loss before, at the same time as, or after the excluded causes or events.

1. **Earth Movement or Volcanic Eruption**

We will not pay for loss caused by any earth movement or caused by eruption, explosion, or effusion of a volcano. Earth movement includes, but is not limited to the following: earthquake, landslide, mudflow, mudslide, mine subsidence, or sinking, rising or shifting of earth. This exclusion applies whether events are naturally occurring or due to manmade or other artificial causes.

2. **Nuclear Hazard**

We will not pay for loss caused by or resulting from a nuclear reaction, nuclear radiation, or radioactive contamination (whether controlled or uncontrolled; whether caused by natural, accidental, or artificial means).

3. **Ordinance or Law**

Except as provided under the *ordinance or law* coverage limit of insurance shown in the Declarations, we will not pay for a loss or increased cost caused by enforcement of any code, ordinance, or law regulating the use, construction, or repair of any building or structure; or requiring the demolition of any building or structure including the cost of removing its debris. However, the words use and operation shall be eliminated as respects a covered "Breakdown" to electrical supply and emergency generating equipment located at a "Covered Premises" shown in the Declarations, when continued operation is contingent on the presence of such electrical supply and emergency generating equipment as mandated by any government agency.

4. War and Military Action

We will not pay for loss caused by:

- a. War, including undeclared war or civil war;
- b. A warlike action by a military force, including action taken to prevent or defend against an actual or expected attack, by any government, sovereign, or other authority using military personnel or other agents; or
- c. Insurrection, rebellion, revolution, or unlawful seizure of power including action taken by government authority to prevent or defend against any of these.

With regard to any action that comes within the terms of this exclusion and involves nuclear reaction, nuclear radiation, or radioactive contamination, this War and Military Action Exclusion will apply in place of the Nuclear Hazard Exclusion.

5. Water

We will not pay for a loss caused by the following:

- a. Flood, surface water, waves (including tidal waves and tsunami), tides, tidal water, and overflow of any body of water or spray from any of these all whether driven by wind, including storm surge;
- b. Water that backs up through a sewer or drain; or
- c. Water below the surface of the ground. This includes water that seeps, or leaks through or into a building or structure, sidewalk, driveway, foundation, swimming pool, or other structure.

However, if electrical "Covered Equipment" requires drying out as a result of the above described peril, we will pay for the direct expenses for drying out the electrical "Covered Equipment".

- B.** We will not pay for a loss or damage that is caused by or results from one or more of the following excluded causes or events:

1. Discharge of Water

We will not pay for a loss caused by the discharge of water or any other extinguishing agent to fight a fire.

2. Explosion

We will not pay for a loss caused by or resulting from an explosion. However, we will pay for a loss or damage caused by an explosion of "Covered Equipment" of a kind specified in a. through g. below, if not otherwise excluded in this Subsection B.

- a. Steam boiler;
- b. Electric steam generator;
- c. Steam piping;
- d. Steam turbine;
- e. Steam engine;

- f. Gas turbine; or
 - g. Moving or rotating machinery when such explosion is caused by centrifugal force or mechanical breakdown.
3. **Failure to Protect Property**
We will not pay for a loss resulting from your failure to use all reasonable means to protect "Covered Property" from damage following a "Breakdown".
 4. **Fire and Combustion Explosion**
We will not pay for a loss caused by fire or combustion explosion whether or not caused by or resulting from a "Breakdown".
 5. **Fungus and Related Perils**
Except as provided under the *fungus and related perils* coverage extension, we will not pay for loss, cost or expense caused by or related to the existence of or any activity of "Fungus and Related Perils".
 6. **Furnace Explosion**
We will not pay for an explosion within the furnace of a chemical recovery type boiler or within the passage from the furnace to the atmosphere.
 7. **Indirect Resultant Loss**
We will not pay for any indirect loss following a "Breakdown" to "Covered Equipment" that results from the lack or excess of power, light, heat, steam or refrigeration except as provided by *time element* coverage and *perishable goods* coverage as shown in the Declarations.
 8. **Molten Material**
We will not pay for a "Breakdown" caused by or resulting from the discharge of molten material from equipment, including the heat from such discharged material.
 9. **Riot and Civil Commotion**
We will not pay for a "Breakdown" that is caused by or is a result of riot and civil commotion.
 10. **Specified Perils**
We will not pay for a "Breakdown" that is caused by any of the following causes of loss if coverage for that cause of loss is provided by another policy of insurance you have, whether collectible or not:
 - a. Aircraft;
 - b. Collision or any physical contact caused by a vehicle. However, this exclusion does not apply to any unlicensed vehicles which you own or are operated in the course of your business;
 - c. Freezing caused by cold weather;
 - d. Lightning;
 - e. Sinkhole collapse;
 - f. Smoke;

- g. Vandalism;
- h. Weight of snow, ice or sleet;
- i. Falling objects;
- j. Collapse; or
- k. Breakage of glass.

11. Wear, Tear, Deterioration, and Corrosion

We will not pay for a loss caused by wear and tear, marring, scratching, deterioration, erosion, or corrosion. However, we will pay for any resulting loss caused by a "Breakdown".

12. Wind or Hail

We will not pay for a "Breakdown" that is caused by wind or hail. However, this exclusion does not apply when:

- a. "Covered Equipment" located within a building or structure suffers a "Breakdown" that results from wind-driven rain, snow, sand or dust; and
- b. the building or structure did not first sustain wind or hail damage to its roof or walls through which the wind driven rain, snow, sand or dust entered.

C. Utility Interruption Exclusions

With respect to *utility interruption* coverage and Paragraph 3. of *perishable goods* coverage, we will not pay for any loss resulting from the following additional causes of loss whether or not coverage for that cause of loss is provided by another policy you have:

- 1. Acts of sabotage;
 - 2. Collapse;
 - 3. Deliberate act(s) of load shedding by the supplying utility;
 - 4. Freezing caused by cold weather;
 - 5. Impact of aircraft, missile or vehicle;
 - 6. Impact of objects falling from an aircraft or missile;
 - 7. Lightning;
 - 8. Riot, civil commotion or vandalism;
 - 9. Sinkhole collapse;
 - 10. Smoke; or
 - 11. Weight of snow, ice or sleet.
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D. Time Element Exclusions

With respect to "Time Element Coverages", the following additional exclusions shall apply:

1. We will not pay for a loss of business that would not or could not have been carried on if the "Breakdown" had not occurred;
2. We will not pay for your failure to use due diligence and dispatch and all reasonable means to operate your business as nearly normal as practicable at the "Covered Premises" shown in the Declarations;
3. We will not pay for any loss of earnings or "Extra Expense" beyond the *extended period of restoration* caused by the suspension, lapse, or cancellation of leases, licenses, contracts, or orders. This includes, but is not limited to contingent bonuses or penalties, late fees, demand charges, demurrage charges and liquidated damages;
4. We will not pay for a delay in, or an interruption of, any business, manufacturing or processing activity except as provided by "Time Element Coverages"; and
5. We will not pay for any indirect result of a "Breakdown" to "Covered Equipment" except as provided by "Time Element Coverages".

Section E. Equipment Breakdown Protection Conditions

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

1. Loss Conditions

a. Abandonment

There can be no abandonment of any property to us.

b. Appraisal

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

Each party will:

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

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

c. Defense

We have the right, but are not obligated, to defend you against suits arising from claims of owners of property in your care, custody or control. When we do this, it will be at our expense.

d. Duties in the Event of Loss or Damage

- (1) You must see that the following are done in the event of loss or damage to "Covered Property":

- (a) Give us prompt notice of the loss or damage. Include a description of the property involved;
 - (b) As soon as possible, give us a description of how, when and where the loss or damage occurred;
 - (c) Allow us a reasonable time and opportunity to examine the property and "Covered Premises" before repairs are undertaken or physical evidence of the "Breakdown" is removed. But you must take whatever measures are necessary to protect the property and premises from further damage;
 - (d) As often as may be reasonably required, permit us to inspect the property proving the loss or damage and examine your books and records. Also, permit us to take samples of damaged and undamaged property for inspection, testing and analysis, and permit us to make copies from your books and records;
 - (e) Send us a signed, sworn proof of loss containing the information we request to investigate the claim. You must do this within sixty (60) days after our request. We will supply you with the necessary forms;
 - (f) Cooperate with us in the investigation or settlement of the claim;
 - (g) Preserve all repaired or replaced "Covered Property" for our inspection, unless we otherwise authorize;
 - (h) Promptly send us any legal papers or notices received concerning the loss or damage; and
 - (i) Make no statement that will assume any obligation or admit any liability, for any loss or damage for which we may be liable, without our consent.
- (2) We may examine any insured under oath, while not in the presence of any other insured and at such times as may be reasonably required, about any matter relating to this insurance or the claim, including an insured's books and records. In the event of an examination, an insured's answers must be signed.
- (3) Proving your loss is your responsibility. Except as provided by the *claims preparation costs* coverage extension, at your own expense, you must provide documentation to us:
- (a) Demonstrating that the loss, damage or expense is the result of a "Breakdown" to "Covered Equipment"; and
 - (b) Calculating the dollar amount of the loss, damage and expense to the extent your claim is covered.

Your responsibility is without regard to whether or not the possible "Breakdown" occurred at your "Covered Premises" or involved your equipment.

e. Insurance Under Two or More Coverages

If two or more of this Policy's coverages apply to the same loss or damage, we will not pay more than the actual amount of the loss or damage.

f. Legal Action Against Us

No one may bring a legal action against us under this Policy unless:

- (1) There has been full compliance with all the terms of this Policy; and
- (2) The action is brought within two (2) years after the date of the "Breakdown"; or
- (3) We agree in writing that you have an obligation to pay for damage to covered property of others or until the amount of that obligation has been determined by final judgment or arbitration award. No one has the right under this Policy to bring us into any action to determine our liability.

g. Loss Payable

- (1) We will pay you and the loss payee shown in the Declarations for loss due to a "Breakdown" to "Covered Equipment", as interests may appear. The insurance covers the interest of the loss payee unless the loss results from conversion, secretion or embezzlement on your part.
- (2) We may cancel the Policy as allowed by the Cancellation Condition. Cancellation ends this agreement as to the loss payee's interest. If we cancel, the same advance notice will be mailed to you and the loss payee.
- (3) If we make any payment to the loss payee, we will obtain your rights against any other party.

h. Other Insurance

- (1) You may have other insurance, subject to the same plan, terms, conditions and provisions as the insurance under this Policy. If applicable, we will pay our share of the covered loss or damage. Our share is the proportion that the applicable Limit of Insurance under this Policy bears to the limits of insurance of all insurance covering on the same basis.
- (2) If there is other insurance covering the same loss or damage, other than that described in Paragraph (1) above, we will pay only for the amount of covered loss or damage in excess of the amount due from that other insurance, whether you can collect on it or not. But we will not pay more than the applicable Limit of Insurance.

i. Privilege to Adjust with Owner

In the event of loss or damage involving property of others in your care, custody or control, we have the right to settle the loss or damage with the owner of the property. A receipt for payment from the owner of that property will satisfy any claim of yours against us.

j. Reducing Your Loss

As soon as possible after a "Breakdown", you must:

- (1) Resume business, partially or completely;
- (2) Make up for lost business within a reasonable period of time. This reasonable period does not necessarily end when operations are resumed; and
- (3) Make use of every reasonable means to reduce or avert loss, including:
 - (a) Working extra time or overtime at the "Covered Premises" or at another premises you own or acquire to carry on the same operations;

- (b) Utilizing the property and/or services of other concerns;
- (c) Using "Merchandise" or other property, such as surplus machinery, duplicate parts, equipment, supplies and surplus or reserve stock you own, control or can obtain; or
- (d) Salvaging the damaged "Covered Property".

k. Transfer of Rights of Recovery Against Others to Us

If any person or organization to or for whom we make payment under this Policy has rights to recover damages from another, those rights are transferred to us to the extent of our payment.

That person or organization must do everything necessary to secure our rights and must do nothing after loss to impair them. But you may waive your rights against another party in writing:

- (1) Prior to a loss to your "Covered Property" or covered income.
- (2) After a loss to your "Covered Property" or covered income only if, at time of loss, that party is one of the following:
 - (a) Someone insured by this insurance;
 - (b) A business firm:
 - (i) owned or controlled by you; or
 - (ii) that owns or controls you; or
 - (c) Your tenant.

This will not restrict your insurance.

l. Valuation

- (1) **Covered Property** – If "Covered Property" requires repair or replacement due to a "Breakdown" to "Covered Equipment", we will determine the value as the lesser of:
 - (a) The cost to repair, rebuild or replace the damaged property with property of the same kind, capacity, size or quality on the same site or another site, whichever is the less costly; or
 - (b) The cost actually and necessarily expended in repairing, rebuilding or replacing on the same site or another site, whichever is the less costly.

Except we will not pay for such damaged property that is obsolete and useless to you. Also, except as specifically provided under the **green environmental and efficiency improvements** coverage extension, the cost to repair, rebuild or replace the "Covered Property" does not include any increased cost incurred to re-attain a pre-loss level of "Green Certification" from a "Green Authority".

- (2) **Environmental, Safety, and Efficiency Improvements** – If "Covered Equipment" requires replacement due to a "Breakdown", we will pay the additional cost to replace the equipment that you and we agree is done in a manner that improves the environment, increases efficiency or enhances safety, subject to the following conditions:

- (a) We will not pay more than one hundred fifty percent (150%) of what the cost would have been to replace with like kind and quality;
 - (b) We will not pay to increase the size or capacity of the equipment;
 - (c) This provision only applies to **property damage** coverage;
 - (d) This provision does not increase any of the applicable limits;
 - (e) This provision does not apply to any property valued on an "Actual Cash Value" basis; and
 - (f) This provision does not apply to the replacement of component parts.
- (3) **Finished Stock** - We will value stock manufactured by you based on the selling price, as if no loss or damage had occurred, less any discounts you offered and expenses you otherwise would have had.
- (4) **Perishable Goods (Owned)** – We will determine the value of "Perishable Goods", owned by you as follows:
- (a) For "Raw Materials", the replacement cost;
 - (b) For "Stock in Process", the replacement cost of the raw materials, the labor expended and the proper proportion of overhead charges; and
 - (c) For "Finished Stock", the selling price, as if no loss or damage had occurred, less any discounts you offered and expenses you otherwise would have had.
- If product is stored at a location that is not under your care, custody or control, then we will deduct from the loss and insurance recoverable from the owner of the property including but not limited to warehousing or storage agreements.
- (5) **Perishable Goods (Non-owned)** – We will determine the value of "Perishable Goods" of others in your care, custody and control as the lowest of the following:
- (a) The value you are contractually liable for;
 - (b) The **perishable goods** coverage limit of insurance shown in the Declarations; or
 - (c) The limit for property of others in your care, custody, and control, if one is provided.
- (6) **Electronic Data and Media** – We will pay for loss to damaged "Data" and "Media" as follows:
- (a) For mass produced and commercially available software, at the replacement cost; and
 - (b) For all other "Data" and "Media", at the cost of blank media for reproducing the records.

(7) **Extended Warranty, Maintenance Contract or Service Contract**

We will reimburse you for the prorated amount of the unused costs of non-refundable, non-transferable warranties or contracts if that warranty or contract becomes void or unusable due to a "Breakdown" to "Covered Equipment". Coverage applies to any damaged "Covered Property" that is intended for your use and is protected by an extended warranty, or maintenance or service contract.

(8) **Determination of Accounts Receivables**

If you cannot accurately establish the amount of accounts receivable outstanding as of the time of the "Breakdown" to "Covered Equipment", the following method will be used:

- (a) Determine the total of the average monthly amounts of accounts receivable for the twelve (12) months immediately preceding the month in which the "Breakdown" to "Covered Equipment" occurred; and
- (b) Adjust that total for any normal fluctuations in the amount of accounts receivable for the month in which the "Breakdown" to "Covered Property" occurred or for any demonstrated variance from the average for that month.

The following will be deducted from the total amount of accounts receivable, however that amount is established:

- (1) The amount of the accounts for which there is no loss or damage;
- (2) The amount of the accounts that you are able to reestablish or collect;
- (3) An amount to allow for probable bad debts that you are normally unable to collect; and
- (4) All unearned interest and service charges.

(9) **Control of Salvage**

When, in connection with any loss under this Policy, there is salvage recovery received subsequent to the payment of loss, the loss shall be recalculated on the basis on which it would have been settled had the amount of salvage or recovery been known at the time the loss was determined. Any amounts due either party from the other will be paid promptly.

m. **Control of Damaged Property**

Subject to the *reduction in value* coverage extension of this Policy, you will have full rights to the possession and control of any "Covered Property" consisting of "Raw Materials", "Stock in Process", "Finished Stock", or "Merchandise" following our determination that such "Covered Property" was insured and sustained direct physical loss or damage resulting from a "Covered Breakdown". You, using reasonable judgment and proper testing, will decide if the physically damaged covered property can be reprocessed or sold. "Covered Property" so judged by you to be unfit for reprocessing or selling will not be sold or disposed of except by you or with your consent.

Any salvage proceeds received will go to us at the time the claim is resolved or to you if received prior to claim resolution, in which case the proceeds will reduce the amount of claim payable under this Policy.

n. **Supplementary Payments**

We will pay, with respect to any claim or any suit or arbitration in which we defend and or represent you:

- (1) All expenses we incur;
- (2) The cost of bonds to release attachments, but only for bond amounts within the available **property damage** limits of insurance. We do not have to furnish these bonds;
- (3) All reasonable expenses incurred by you deriving from our request to assist us in the investigation, representation or defense of the claim or suit or arbitration, including actual loss of earnings up to \$1,000 a day, up to a maximum of \$25,000, because of time off from work;
- (4) All costs taxed against you in any legal proceeding defended or represented by us;
- (5) Pre-judgment interest awarded against you on that part of the judgment we pay. If we make an offer to pay the available limit of insurance, we will not pay any pre-judgment interest based on that period of time after the offer; and
- (6) All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the available limits of insurance for **property damage** shown on the Declaration Page of this Policy.

2. **General Conditions**

a. **Additional Insured**

If a person or organization is designated in the Policy as an additional insured, we will consider them to be an insured under this Policy to the extent of their interest.

b. **Bankruptcy**

The bankruptcy or insolvency of you or your estate will not relieve us of our obligation under this Policy.

c. **Concealment, Misrepresentation or Fraud**

This Policy is void in any case of fraud, intentional concealment or misrepresentation of a material fact by you or any other insured, at any time, concerning:

- (1) This Policy;
- (2) The "Covered Property";
- (3) Your interest in the "Covered Property"; or
- (4) A claim under this Policy.

d. **Liberalization**

If we adopt any standard form revision for general use that would broaden coverage in the Policy without additional premium, the broadened coverage will immediately apply to this Policy if the revision is effective within forty-five (45) days prior to or during the "Policy Term".

e. **Mortgage Holder**

- (1) The term mortgage holder includes trustee.

- (2) We will pay for direct damage to "Covered Property" due to a "Breakdown" to "Covered Equipment" to each mortgage holder shown in the Declarations in their order of precedence, as their interests may appear.
- (3) The mortgage holder has the right to receive loss payment even if the mortgage holder has started foreclosure or similar action on the "Covered Property".
- (4) If we deny your claim because of your acts or because you have failed to comply with the terms of this Policy, the mortgage holder will still have the right to receive loss payment if the mortgage holder:
 - (a) Pays any premium due under this Policy at our request if you have failed to do so;
 - (b) Submits a signed, sworn proof of loss within sixty (60) days after receiving notice from us of your failure to do so; and
 - (c) Has notified us of any change in ownership or material change in risk known to the mortgage holder.

All of the terms of this Policy will then apply directly to the mortgage holder.

- (5) If we pay the mortgage holder for any loss and deny payment to you because of your acts or because you have failed to comply with the terms of this Policy:
 - (a) The mortgage holder's rights under the mortgage will be transferred to us to the extent of the amount we pay; and
 - (b) The mortgage holder's right to recover the full amount of the mortgage holder's claim will not be impaired.

At our option, we may pay to the mortgage holder the whole principal on the mortgage plus any accrued interest. In this event, your mortgage and note will be transferred to us and you will pay your remaining mortgage debt to us.

- (6) If we cancel this Policy, we will give written notice to the mortgage holder at least:
 - (a) Ten (10) days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - (b) Thirty (30) days before the effective date of cancellation if we cancel for any other reason.
- (7) If we do not renew this Policy, we will give written notice to the mortgage holder at least ten (10) days before the expiration date of this Policy.
- (8) If we suspend coverage, it will also be suspended as respects the mortgage holder. We will give written notice of the suspension to the mortgage holder.

f. No Benefit to Bailee

No person or organization, other than you, having custody of "Covered Property" will benefit from this insurance.

g. Maintenance

It is your responsibility to appropriately maintain your property and equipment. We will not pay your cost to maintain, operate, protect or enhance your property or equipment, even if such costs are to comply with our recommendations or to prevent loss, damage or expense that would be covered under this Policy.

h. Suspension

Whenever "Covered Equipment" is found to be in, or exposed to, a dangerous condition, any of our representatives may immediately suspend the insurance against loss from a "Breakdown" to that "Covered Equipment". This can be done by delivering or mailing a written notice of suspension to:

- a. Your last known mailing address; or
- b. The address where the "Covered Equipment" is located.

Once suspended in this way, your insurance can be reinstated only by an endorsement for that "Covered Equipment".

If we suspend your insurance, you will get a pro rata refund of premium for that "Covered Equipment". But the suspension will be effective even if we have not yet made or offered a refund.

3. Joint or Disputed Loss Agreement

a. This condition is intended to facilitate payment of insurance proceeds when:

- (1) Both a commercial property policy and this equipment breakdown insurance Policy are in effect;
- (2) Damage occurs to "Covered Property" that is insured by the commercial property policy and this equipment breakdown insurance Policy; and
- (3) There is disagreement between the insurers as to whether there is coverage or as to the amount of the loss to be paid, if any, by each insurer under its own policies.

b. This condition does not apply if:

- (1) Both the commercial property insurer(s) and we do not admit to any liability; and
- (2) Neither the commercial property insurer(s) nor we contend that coverage applies under the other insurer's policy.

c. The provisions of this condition apply only if all of the following requirements are met:

- (1) The commercial property policy carried by the Named Insured, insuring the "Covered Property", contains a similar provision at the time of the loss or damage, with substantially the same requirements, procedures and conditions as contained in this condition;
- (2) The damage to the "Covered Property" was caused by a loss for which:
 - (a) Both the commercial property insurer(s) and we admit to some liability for payment under the respective policies; or
 - (b) Either:

- i. The commercial property insurer(s) does not admit to any liability for payment, while we contend that:
 - (i) All liability exists under the commercial property policy; or
 - (ii) Some liability exists under both the commercial property policy and this equipment breakdown insurance Policy;
 - ii. We do not admit to any liability for payment, while the commercial property insurer(s) contends that:
 - (i) All liability exists under this equipment breakdown insurance Policy; or
 - (ii) Some liability exists under both the commercial property policy and this equipment breakdown insurance Policy; or
 - iii. Both the commercial property insurer(s) and we:
 - (i) Do not admit to any liability for payment; and
 - (ii) Contend that some or all liability exists under the other insurer's policy; and
 - (c) The total amount of the loss is agreed to by you, the commercial property insurer(s) and us.
- d. If the requirements listed in Paragraph c. above are satisfied, we and the commercial property insurer(s) will make payments to the extent, and in the manner, described as follows:
 - (1) We will pay, after your written request, the entire amount of loss that we have agreed as being covered, if any, by this equipment breakdown insurance policy and one-half (1/2) the amount of the loss that is in disagreement;
 - (2) The commercial property insurer(s) will pay, after your written request, the entire amount of loss that they have agreed as being covered, if any, by the commercial property policy and one-half (1/2) the amount of loss that is in disagreement;
 - (3) Payments by the insurers of the amounts that are in disagreement, as described in Paragraphs (1) and (2) above, do not alter, waive or surrender any rights of any insurer against any other with regard to the portion of the loss for which each insurer is liable;
 - (4) The amount in disagreement to be paid by us under this condition shall not exceed the amount payable under the equivalent loss agreement(s) of the commercial property policy;
 - (5) The amount to be paid under this condition shall not exceed the amount we would have paid had no commercial property policy been in effect at the time of loss. In no event will we pay more than the applicable limit of insurance shown in the Declarations;
 - (6) Acceptance by you of sums paid under this condition does not alter, waive or surrender any other rights against us.

e. Arbitration

- (1) If the circumstances described in Paragraph c.(2)(a) of the Joint or Disputed Loss Agreement exist and the commercial property insurer(s) and we agree to submit our differences to arbitration, the commercial property insurer(s) and we will determine the amount each will pay and will pay the insured within ninety (90) days. Arbitration will then take place within ninety (90) days after payment of the loss under the terms of this condition.
- (2) If any of the circumstances described in Paragraph c.(2)(b) of the Joint or Disputed Loss Agreement exist, then the commercial property insurer(s) and we agree to submit our differences to arbitration within ninety (90) days after payment of the loss under the terms of this condition.
- (3) You agree to cooperate with any arbitration procedures. There will be three arbitrators: one will be appointed by us, and another will be appointed by the commercial property insurer(s). The two arbitrators will select a third arbitrator. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. A decision agreed to by two of the three arbitrators will be binding on both parties. Judgment on any award can be entered in any court that has jurisdiction.

f. Final Settlement between Insurers

The insurer(s) found responsible for the greater percentage of the ultimate loss must return the excess contribution to the other insurer(s). In addition, the insurer(s) found responsible for the greater portion of the loss must pay Liquidated Damages to the other insurer(s) on the amount of the excess contribution of the other insurer(s). Liquidated Damages are defined as interest from the date the insured invokes this Agreement to the date the insurer(s) that contributed the excess amount is reimbursed. The interest is calculated at 1.5 times the highest prime rate from the Money Rates column of *The Wall Street Journal* during the period of the Liquidated Damages. Arbitration expenses are not a part of the excess contribution for which Liquidated Damages are calculated. Arbitration expenses will be apportioned between insurers on the same basis that the ultimate loss is apportioned.

Section F. Definitions

Actual Cash Value

Means the amount it would cost to repair or replace insured property, on the date of loss, with material of like kind and quality, with proper deduction for obsolescence and physical depreciation.

Attraction Property

Means property of the type of "Covered Property" insured that attracts business to a "Covered Premises" and is within one (1) mile of that "Covered Premises".

Breakdown

Means the following direct physical loss that causes damage to "Covered Equipment" and necessitates its repair or replacement:

1. Failure of pressure or vacuum equipment;
2. Mechanical failure including rupture or bursting caused by centrifugal force; or
3. Electrical failure including arcing,

unless such loss or damage is otherwise excluded within this coverage form.

"Breakdown" does NOT mean or include any of the following::

- a. Malfunction including but limited to adjustment, alignment, calibration, cleaning or modification;
 - b. Defects, erasures, errors, limitations or viruses in computer equipment and programs including the inability to recognize and process any date or time or provide instructions to "Covered Equipment". However, if a "Breakdown" to "Covered Equipment" ensues, we will pay the ensuing loss or damage not otherwise excluded.
 - c. Leakage at any valve, fitting, shaft seal, gland packing, joint or connection;
 - d. The functioning of any safety or protective device; or
 - e. The cracking of any part on an internal combustion gas turbine exposed to the products of combustion.
-

Business Income

Means the sum of:

1. The net income (net profit or loss before income taxes) that would have been earned or incurred had no "Breakdown" occurred; and
 2. Continuing normal and necessary operating expenses incurred, including "Ordinary Payroll".
-

Business Income Actual Annual Value

Means the "Business Income" for the current fiscal year that would have been earned had no "Breakdown" occurred.

In calculating the "Business Income Actual Annual Value", we will consider the experience of your business before the "Breakdown" and the probable experience you would have had without the "Breakdown".

Covered Equipment

Means the following, unless specified otherwise in the Declarations:

1. Equipment that generates, transmits, controls or utilizes energy, including electronic communications and data processing equipment; and
2. Equipment which, during normal usage, operates under vacuum or pressure, other than the weight of its contents.

"Covered Equipment" does not include any of the following:

- a. Part of pressure or vacuum equipment that is not under internal pressure of its contents or internal vacuum;
- b. Foundation or structure, including but not limited to the structured portions of buildings and towers and scaffolding;
- c. Insulating or refractory material;
- d. Vessels, piping and other equipment that is buried below ground and requires the excavation of materials to inspect, remove, repair or replace;
- e. Waste, drainage or sewer piping;
- f. Piping, valves or fittings forming a part of a sprinkler or fire suppression system;
- g. Water piping that is not part of a closed loop used to conduct heat or cooling from a boiler or a refrigeration or air conditioning system;
- h. Vehicle, aircraft, self-propelled equipment or floating vessel (including any "Covered Equipment" mounted on or used solely with these vehicles, aircraft, self-propelled equipment or floating vessels);
- i. Astronomical telescope, cyclotron used for other than medical purposes, nuclear reactor, particle accelerator used for other than medical purposes, satellites or spacecraft (including any "Covered Equipment" mounted on or used solely with any satellite or spacecraft);
- j. Dragline, excavation or construction equipment; or
- k. Equipment manufactured by you for sale.

Covered Premises

Means insured location made up of an insured building or group of buildings situated at a common place, including machinery and equipment, related structures and the contents of such buildings or structures, or on land within one thousand (1,000) feet thereof.

Covered Property

Means property:

1. You own; or
2. In your care, custody or control and for which you are legally liable.

"Covered Property" does not mean:

- a. Live animals, including but not limited to, mammals, fish, birds, reptiles, amphibians or insects;
 - b. Eggs intended to become live animals, including but not limited to mammals, fish, birds, reptiles, amphibians or insects.
-

Data

Means the following:

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

Extra Expense

Means the reasonable and necessary additional cost incurred to operate your business during the "Period of Restoration" over and above the cost normally incurred to operate the business during the same period had no "Breakdown" occurred.

Finished Stock

Means stock manufactured by you which in the ordinary course of your business is ready for packing, shipment, or sale.

Fungus and Related Perils

Means the following:

1. A fungus, including but not limited to mildew and mold;
 2. A protist, including but not limited to algae and slime mold;
 3. Wet rot;
 4. Dry rot;
 5. Bacterium; or
 6. A chemical, matter, or compound produced or released by a fungus, a protist, wet rot, dry rot, or a bacterium, including but not limited to toxins, spores, fragments, and metabolites such as microbial volatile organic compounds.
-

Green

Means products, materials, methods and processes that conserve natural resources, reduce energy or water consumption, avoid toxic or other polluting emissions or otherwise minimize the environmental impact.

Green Authority

Means a recognized authority on "Green" building or "Green" products, materials or processes.

Green Certification

Means certification of a building based on an environmental rating system established by LEED or Green Globes to determine the performance and sustainability of buildings through "Green" design, operation, and management.

Media

Means electronic "Data" processing or storage media such as films, tapes, discs, drums or cells.

Merchandise

Means goods kept for sale by you which are not raw stock, "Stock in Progress" or "Finished Stock".

One Breakdown

Means if an initial "Breakdown" causes other "Breakdowns", all will be considered "One Breakdown". All "Breakdowns" that manifest themselves at the same time and are the direct result of the same cause will be considered "One Breakdown".

Ordinary Payroll

Means payroll expenses for all your employees except Officers, Executives, Department Managers, and Employees under contract. "Ordinary Payroll" includes payroll; employee benefits, if directly related to payroll; FICA payments; union dues; and Worker's Compensation premiums.

Period of Restoration

Means the period of time that begins at the time of the "Breakdown" and continues until the earlier of:

1. The date the "Breakdown" to "Covered Equipment" is repaired or replaced; or
2. The date on which such damage could have been repaired or replaced with the exercise of due diligence and dispatch, plus the number of days, if any, shown in the Declarations for ***extended period of restoration***.

"Period of Restoration" does not include any increased period required to re-attain a pre-loss level of "Green" certification from a "Green Authority". But this does not apply to any increase in the Period of Restoration otherwise insured under the ***green environmental and efficiency improvements*** coverage extension.

Perishable Goods

Means any "Covered Property" subject to deterioration or impairment as a result of a change of conditions, including but not limited to temperature, humidity or pressure.

Policy Term

Means the period stated in the Declarations from inception date to expiration date, including any change in expiration date made by written endorsement attached hereto or by cancellation as provided herein.

Pollutants and/or Hazardous Materials

Means any solid, liquid, gaseous or thermal irritant, or contaminant or material posing a hazard to human health, including but not limited to vapor, soot, fumes, acids, alkalis, chemicals, lead (or lead products), asbestos and waste. Waste includes materials to be recycled, reconditioned or reclaimed. "Pollutants and/or Hazardous Materials" does not include radioactive contamination, which is separately addressed elsewhere in this Policy wording.

Raw Materials

Means material in the state in which you receive it for conversion into "Stock in Process" or "Finished Stock".

Soft Costs

Means the following:

1. Construction load fees – the additional cost incurred to rearrange loans necessary for the completion of construction, repairs or reconstruction including the cost to arrange refinancing, accounting work necessary to restructure financing, legal work necessary to prepare new documents, and charges by the lenders for the extension or renewal of loans necessary.
 2. Commitment fees, leasing and marketing expenses – the cost of releasing and marketing of the insured project due to loss of tenant(s) or purchaser(s).
 3. Additional fees – for architects, engineers, consultants, attorneys and accountants needed for the completion of construction, repairs or reconstruction as a direct result of a "Breakdown" to "Covered Equipment".
 4. Carrying costs – building permits, additional interest on loans, insurance premiums and property and realty taxes.
-

Solidification

Means the act or process of materials becoming compact, hard or solid from cooling, drying or crystallization.

Spoilage

Means any detrimental change in condition. This includes but is not limited to thawing of frozen goods, warming of refrigerated goods and freezing of fresh goods.

Stock in Process

Means "Raw Materials" which have undergone any aging, seasoning, mechanical, or other process of manufacture at a "Covered Premises" but which has not become "Finished Stock".

Time Element Coverages

Your financial loss to earnings or profits as provided herein resulting directly from a "Breakdown" to "Covered Equipment" insured under the Policy under the provisions of *business income and extra expense* or *extra expense only* coverage, *contingent business income and extra expense* or *contingent extra expense only* coverage and *utility interruption* coverage.

Unnamed Locations

Means fixed locations within the coverage territory that are owned, leased or regularly operated by you but are not included in the list of "Covered Premises" shown in the Declarations.

Utility Services

Means electric power, communication services, air conditioning, heating, gas, sewer, waste disposal, refrigeration, compressed air, internet access, wide area networks and "Data" transmission, water and steam.

COMMON POLICY CONDITIONS

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

A. Cancellation

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

B. Changes

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

C. Examination Of Your Books And Records

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

D. Inspections And Surveys

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

- b. Give you reports on the conditions we find; and
 - c. Recommend changes.
2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
 - a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.
3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

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

F. Transfer Of Your Rights And Duties Under This Policy

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
 COMMERCIAL INLAND MARINE COVERAGE PART
 COMMERCIAL PROPERTY COVERAGE PART
 EQUIPMENT BREAKDOWN COVERAGE PART
 FARM COVERAGE PART
 STANDARD PROPERTY POLICY

A. Cap On Certified Terrorism Losses

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

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

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

B. Application Of Exclusions

The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any loss which would otherwise be excluded under this Coverage Part or Policy, such as losses excluded by the Nuclear Hazard Exclusion or the War And Military Action Exclusion.

THIS ENDORSEMENT IS ATTACHED TO AND MADE PART OF YOUR POLICY IN RESPONSE TO THE DISCLOSURE REQUIREMENTS OF THE TERRORISM RISK INSURANCE ACT. THIS ENDORSEMENT DOES NOT GRANT ANY COVERAGE OR CHANGE THE TERMS AND CONDITIONS OF ANY COVERAGE UNDER THE POLICY.

DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT

SCHEDULE

Terrorism Premium (Certified Acts) \$ Included

This premium is the total Certified Acts premium attributable to the following Coverage Part(s), Coverage Form(s) and/or Policy(s):

Additional information, if any, concerning the terrorism premium:

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

A. Disclosure Of Premium

In accordance with the federal Terrorism Risk Insurance Act, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for terrorist acts certified under the Terrorism Risk Insurance Act. The portion of your premium attributable to such coverage is shown in the Schedule of this endorsement or in the policy Declarations.

B. Disclosure Of Federal Participation In Payment Of Terrorism Losses

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals 85% of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a Program Year (January 1 through December 31), the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

C. Cap On Insurer Participation In Payment Of Terrorism Losses

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MISSOURI CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

- A. When this endorsement is attached to the Standard Property Policy **CP 00 99**, the term Commercial Property Coverage Part in this endorsement also refers to the Standard Property Policy.
- B. With respect to the:
- Commercial General Liability Coverage Part
 - Commercial Property – Legal Liability Coverage Form **CP 00 40**
 - Commercial Property – Mortgageholders Errors And Omissions Coverage Form **CP 00 70**
 - Crime And Fidelity Coverage Part
 - Employment-related Practices Liability Coverage Part
 - Equipment Breakdown Coverage Part
 - Farm Liability Coverage Form
 - Liquor Liability Coverage Part
 - Pollution Liability Coverage Part
 - Products/Completed Operations Liability Coverage Part
 - Medical Professional Liability Coverage Part;
- the following **Cancellation** and **Nonrenewal** Provisions apply:
1. Paragraph **2.** of the **Cancellation** Common Policy Condition is replaced by the following:
 2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation, stating the actual reason for cancellation, at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium;
 - b. 30 days before the effective date of cancellation if cancellation is for one or more of the following reasons:
 - (1) Fraud or material misrepresentation affecting this policy or a claim filed under this policy or a violation of any of the terms or conditions of this policy;
 - (2) Changes in conditions after the effective date of this policy which have materially increased the risk assumed;
 - (3) We become insolvent; or
 - (4) We involuntarily lose reinsurance for this policy.
 - c. 60 days before the effective date of cancellation if we cancel for any other reason.
- NONRENEWAL**
2. The following is added and supersedes any provision to the contrary:
 - a. We may elect not to renew this policy by mailing or delivering to the first Named Insured, at the last mailing address known to us, written notice of nonrenewal, stating the actual reason for nonrenewal, at least 60 days prior to the effective date of the nonrenewal.
 - b. If notice is mailed, proof of mailing will be sufficient proof of notice.

C. With respect to the:

Capital Assets Program (Output Policy) Coverage Part

Commercial Property Coverage Part

Farm Property – Other Farm Provisions Form – Additional Coverages, Conditions, Definitions Coverage Form

Farm – Livestock Coverage Form

Farm – Mobile Agricultural Machinery And Equipment Coverage Form;

the **Cancellation** Common Policy Condition is replaced by the following:

CANCELLATION, NONRENEWAL AND DECREASES IN COVERAGE

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel, nonrenew, reduce in amount or adversely modify this policy by mailing or delivering to the first Named Insured written notice of this action at least:
 - a. 10 days before the effective date of this action if due to nonpayment of premium or evidence of incendiarism; or
 - b. 30 days before the effective date of this action if for any other reason.

3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.

4. Notice of:

a. Cancellation will state the effective date of cancellation. The policy period will end on that date.

b. Any other action will state the effective date of that action.

5. If this policy is cancelled, not renewed, reduced in amount or adversely modified, we will send the first Named Insured any premium refund due. If we take this action, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. This action will be effective even if we have not made or offered a refund.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MISSOURI CHANGES

This endorsement modifies insurance provided under the following:

EQUIPMENT BREAKDOWN COVERAGE PART

A. Paragraph (2) of the Legal Action Against Us Condition is replaced by the following:

- (2) The action is brought within 10 years after the date of "Breakdown"; or

B. Missouri Property And Casualty Insurance Guaranty Association Coverage Limitations

1. Subject to the provisions of the Missouri Property And Casualty Insurance Guaranty Association Act (to be referred to as the Act), if we are a member of the Missouri Property And Casualty Insurance Guaranty Association (to be referred to as the Association), the Association will pay claims covered under the Act if we become insolvent.

2. The Act contains various exclusions, conditions and limitations that govern a claimant's eligibility to collect payment from the Association and affect the amount of any payment. The following limitations apply, subject to all other provisions of the Act:

- a. Claims covered by the Association do not include a claim by or against an insured of an insolvent insurer, if the insured has a net worth of more than \$25 million on the later of the end of the insured's most recent fiscal year or the December thirty-first of the year next preceding the date the insurer becomes insolvent, provided that an insured's net worth on such date shall be deemed to include the aggregate net worth of the insured and all of its affiliates as calculated on a consolidated basis.
- b. Payments made by the Association for covered claims will include only that amount of each claim which is less than \$300,000.

However, the Association will not:

- (1) Pay an amount in excess of the applicable Limit of Insurance of the policy from which a claim arises; or
- (2) Return to an insured any unearned premium in excess of \$25,000.

These limitations have no effect on the coverage we will provide under this policy.

C. The Appraisal Loss Condition is replaced by the following:

APPRAISAL

If we and you disagree on the value of the property or the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser and notify the other of the appraiser selected within 20 days of the written demand for appraisal. The two appraisers will select an umpire. If they cannot agree upon an umpire within 15 days then, upon your or our request, an umpire shall be selected by a judge of a court of record in the state and county (or city if the city is not within a county) in which the property covered is located. The appraisers will state separately the value of the property and amount of loss. If they fail to agree, they will submit their differences to the umpire. The umpire shall make an award within 30 days after the umpire receives the appraisers' submissions of their differences. A decision agreed to by any two will be binding.

Each party will:

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

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

ENDORSEMENT #002

This endorsement, effective 12:01 a.m., January 1, 2017 forms a part of
Policy No. US00076564PR17A issued to Missouri Public Entity Risk Management Fund
by XL Insurance America, Inc.

General Change Endorsement

This endorsement changes the policy. Please read it carefully.

This endorsement modifies the Equipment Breakdown Policy identified below and is subject to all definitions in that policy.

The following wording is deleted from the policy:

F. Definitions

6. "Covered Equipment"

b. Does not mean or include

(6) Vessels, piping and other equipment that is buried below ground and requires the excavation of materials to inspect, remove, repair or replace;

All other provisions of this Policy remain unchanged.

MOPERM CRIME COVERAGE

Subject to the Property Memorandum of Coverage Declarations (hereinafter referred to as "Declarations") and pursuant to all the terms, conditions, exclusions and limitations of this **Crime Coverage**, MOPERM will pay the Member for direct loss that the Member sustains which is directly caused by a **Single Loss** taking place at any time and which is **Discovered** by the Member during the **Coverage Period** or during the Extended Period to Discover Loss pursuant to the terms set forth in Section V. **CONDITIONS A. GENERAL CONDITIONS 3. Extended Period to Discover Loss.**

I. COVERAGES

This **Crime Coverage** provides each of the following Coverages.

A. FIDELITY – Employee Theft

MOPERM will pay the Member for the Member's direct loss of, or direct loss from damage to, **Money, Securities** and **Other Property** directly caused by **Theft** or **Forgery** committed by an **Employee**, whether identified or not, acting alone or in collusion with other persons.

B. FORGERY OR ALTERATION

MOPERM will:

1. pay the Member for the Member's direct loss directly caused by **Forgery** or alteration of, on or in any written **Covered Instruments** that are:
 - a. made by, drawn by, or drawn upon, the Member, or purport to have been so made or drawn; or
 - b. made or drawn by one acting as the Member's agent, or purport to have been so made or drawn; and
2. reimburse the Member for reasonable legal defense expenses that the Member has paid if the Member is sued for refusing to pay any written **Covered Instrument** under this Coverage B on the basis that it has been **Forged** or altered. Reimbursement of such legal expenses is conditioned upon the Member's receipt of MOPERM's prior written consent to defend against such suit. The amount of any legal expenses reimbursed under Coverage B is in addition to the applicable Single Loss Limit of Insurance for Coverage B.

A signature that is a mechanical or electronic reproduction of a handwritten signature produced by a mechanical check-writing machine or a computer printer is treated the same as a handwritten signature. An **Electronic Signature** is not treated the same as a mechanical or electronic reproduction of a handwritten signature and is not a **Forgery** under this Coverage B.

For purposes of this Coverage B, the term "check" includes a "substitute check" as defined in the Check Clearing for the 21st Century Act, and will be treated the same as the original it replaced.

C. ON PREMISES

MOPERM will pay the Member for:

1. the Member's direct loss of **Money** or **Securities** located inside the **Premises** or **Financial Institution Premises** directly caused by **Theft**, committed by a person present inside such **Premises** or **Financial Institution Premises**;
2. the Member's direct loss of **Money** or **Securities** located inside the **Premises** or **Financial Institution Premises** directly caused by disappearance, damage or destruction;
3. the Member's direct loss of, or direct loss from damage to, **Other Property** located inside the **Premises**:
 - a. directly caused by an actual or attempted **Robbery**; or
 - b. in a safe or vault, directly caused by an actual or attempted **Safe Burglary**; and
4. the Member's direct loss from damage to the **Premises** or its exterior resulting directly from an actual or attempted **Theft, Robbery** or **Safe Burglary**, if the Member is the owner of the **Premises** or is liable for damage to it; or

5. the Member's direct loss of, or loss from damage to, a locked safe, vault, cash register, cash box or cash drawer located inside the **Premises** resulting directly from an actual or attempted **Theft, Robbery** or **Safe Burglary**, if the Member is the owner of the locked safe, vault, cash register, cash box or cash drawer or is liable for damage thereto.

D. IN TRANSIT

1. MOPERM will pay the Member for the Member's direct loss of **Money** or **Securities** directly caused by **Theft**, disappearance, damage or destruction while in transit outside the **Premises** and in the care and custody of:
 - a. a **Messenger**, including while temporarily within the living quarters of a **Messenger**; or
 - b. an armored motor vehicle company.
2. MOPERM will pay the Member for the Member's direct loss of, or the Member's direct loss from damage to, the Member's **Other Property** directly caused by an actual or attempted **Robbery** while in transit outside the **Premises** and in the care and custody of:
 - a. a **Messenger**; or
 - b. an armored motor vehicle company.
3. MOPERM will pay the Member for the Member's direct loss of, or direct loss from damage to, the Member's **Other Property** directly caused by an actual or attempted **Theft** of the Member's **Other Property** while it is temporarily within the living quarters of a **Messenger**.

Coverage under this Coverage D begins immediately upon receipt of the **Money, Securities** or **Other Property** by the transporting party and ends immediately upon delivery to the designated recipient or its agent.

E. COMPUTER FRAUD

MOPERM will pay the Member for the Member's direct loss of, or direct loss from damage to, **Money, Securities** and **Other Property** directly caused by **Computer Fraud**.

F. CLAIM EXPENSE

MOPERM will pay the Member for reasonable **Claim Expenses** incurred and paid by the Member to establish the existence, amount and preparation of the Member's proof of loss in support of a covered claim for loss under any Coverage of this **Crime Coverage**.

The following conditions specifically apply to this Coverage F:

1. any **Claim Expenses** payable to the Member are only applicable to any covered loss which exceeds the deductible for the Coverage that is the subject of a claim under this **Crime Coverage**;
2. **Claim Expenses** that are payable to the Member are in addition to the Single Loss Limit of Insurance for the Coverage that is the subject of a claim under this **Crime Coverage**; and
3. **Claim Expenses** payable to the Member will be paid to the Member at the same time as the payment of the valid and collectible loss under the Coverage that is the subject of a claim under this **Crime Coverage**.

II. GENERAL AGREEMENTS

A. JOINT INSURED

1. If any **Employee** of the Member has knowledge of any information relevant to this **Crime Coverage**, that knowledge is considered knowledge of the Member.
2. Payment by MOPERM to the Member for loss sustained fully releases MOPERM on account of such loss.

3. If this **Crime Coverage** is canceled or terminated, loss sustained by the Member is covered only if **Discovered** by the Member during the period of time provided in the Extended Period To Discover Loss pursuant to the terms set forth in Section V. CONDITIONS A. GENERAL CONDITIONS 3. Extended Period to Discover Loss; provided, this extended period to discover loss terminates as to the Member immediately upon the effective date of any other insurance obtained by the Member replacing in whole or in part the coverage afforded by this **Crime Coverage**, whether or not such other coverage provides coverage for loss sustained prior to its effective date.

B. ADDITIONAL OFFICES

If the Member establishes any additional offices, other than by consolidation with, merger with, purchase of, or acquisition of assets or liabilities of another organization while this **Crime Coverage** is in effect, such offices are automatically covered by this **Crime Coverage** from the date of such establishment without the requirement of notice to MOPERM or the payment of additional premium for the remainder of the **Coverage Period**.

C. CONSOLIDATION, MERGER OR PURCHASE OF ASSETS

If, during the **Coverage Period**, the Member merges with, purchases or acquires the assets or liabilities of another entity, this **Crime Coverage** will provide coverage for that merged, purchased, or acquired entity, subject to all other terms and conditions herein, but only for loss **Discovered** by the Member after the effective date of such merger, purchase, or acquisition; provided, the Member gives MOPERM written notice of such merger, purchase, or acquisition. Coverage for the merged, purchased, or acquired entity will not be afforded following such 90-day period unless MOPERM has agreed to provide such coverage, subject to any additional terms and conditions as MOPERM may require, and the Member has paid MOPERM any additional premium as may be required by MOPERM.

The 90-day notice requirement and the 90-day limitation of coverage will not apply, provided: (1) the assets of the merged, purchased, or acquired entity do not exceed 30% of the total assets of the Member as reflected in the Member's most recent fiscal year-end financial statement, or (2) the merger, purchase, or acquisition occurs less than 90 days prior to the end of the **Coverage Period**.

D. ACQUISITIONS

If, during the **Coverage Period**, the Member acquires another entity, this **Crime Coverage** will provide coverage for such entity and its respective **Employees**, subject to all other terms and conditions of this **Crime Coverage**, provided written notice of such acquisition has been given to MOPERM within 90 days after the effective date of such acquisition. Coverage for such entity will not be afforded following such 90-day period unless MOPERM has agreed to provide such coverage, subject to any additional terms and conditions as MOPERM may require, and the Member has paid MOPERM any additional premium as may be required by MOPERM.

The 90-day notice requirement and the 90-day limitation of coverage will not apply provided that: (1) the assets of the acquired entity do not exceed 30% of the Member's total assets as reflected in the Member's most recent fiscal year-end financial statement; or (2) the acquisition occurs less than 90 days prior to the end of the **Coverage Period**.

E. CHANGE OF CONTROL – NOTICE REQUIREMENTS

When a **Change of Control** has taken place, or will take place during the **Coverage Period**, the Member must give MOPERM written notice within 90 days of the effective date of such **Change of Control**.

III. DEFINITIONS

Wherever appearing in this **Crime Coverage**, the following words and phrases appearing in bold type have the meanings set forth in this Section III. DEFINITIONS:

Change of Control means the acquisition of the Member, or of all or substantially all of its assets, by another entity, or the merger or consolidation of the Member into or with another entity such that the Member is not the surviving entity

Claim Expenses means reasonable fees, costs and expenses of outside accountants, attorneys, consultants or experts retained by the Member to determine the amount and extent of loss covered under this **Crime Coverage**. The reasonableness of such expenses will be determined by MOPERM. The phrase does not mean or include any of the Member's internal fees, costs (direct or indirect), obligations or **Employee** wages and salaries.

Computer Fraud means the use of any computer to fraudulently cause a transfer of **Money, Securities** or **Other Property** from inside the **Premises** or **Financial Institution Premises**:

1. to a person (other than a **Messenger**) outside the **Premises** or **Financial Institution Premises**; or
2. to a place outside the **Premises** or **Financial Institution Premises**.

Covered Instruments means:

1. checks, drafts, promissory notes, bills of exchange or similar written promises, orders or directions to pay a sum certain in **Money**; and
2. written instruments required in conjunction with any transaction involving any **Credit, Debit or Charge Card** issued to the Member or its Member's **Employees** for business purposes.

Credit, Debit or Charge Card means any card, plate or other similar device used for the purpose of obtaining **Money**, property, labor or services on credit or for immediate payment. The terms do not mean a note, check, draft, money order or other negotiable instrument.

Crime Coverage means, collectively, the Declarations, the MOPERM Crime Coverage document, the application, the Terms and Conditions, and any endorsements attached thereto.

Coverage Period means the period of time beginning on the Inception Date and ending on the Expiration Date set forth on the Declarations, unless canceled by the Member or MOPERM on an earlier date as provided in Section V.C. of this **Crime Coverage**. In no event will the **Coverage Period** continue past the earlier of the effective date of cancellation or termination of this **Crime Coverage** or the Expiration Date of the Property Memorandum of Coverage.

Digital Signature means an electronic identifier created by computer, within, attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record.

Discover, Discovered, or Discovery means the moment when the Member or any **Employee**:

1. first become(s) aware of facts that would cause a reasonable person to assume that a loss of a type covered by this **Crime Coverage** has been or will be incurred, regardless of when the act or acts causing or contributing to such loss occurred, even though the exact details of loss may not then be known; or
2. first receive(s) notice of a claim against the Member alleging facts which, if true, would constitute a loss under this **Crime Coverage**,

whichever occurs first.

Electronic Signature means a **Digital Signature**, an electronic sound, symbol or process, within, attached to, or logically associated with a record and executed or adopted by a person with the intent to sign the record.

Employee means:

1. any natural person:
 - a. while in the Member's service or for 60 days after termination of service, unless such termination is due to **Theft** or **Forgery** or any other dishonest act committed by the **Employee**;
 - b. who the Member compensates directly by salary, wages or commissions; and
 - c. who the Member has the right to direct and control while performing services for the Member.
2. any natural person who is temporarily furnished to the Member:
 - a. to substitute for an **Employee** as set forth in paragraph 1. above, who is on medical, military or other leave of absence; or
 - b. to meet seasonal or short-term workload conditions;

while that person is subject to the Member's direction and control and performing services for the Member; provided, any such natural person who has care and custody of property outside the **Premises** is specifically excluded from this definition;

3. any natural person, other than a temporary **Employee** described in paragraph 2. above, who is leased to the Member under a written agreement between the Member and a labor leasing firm, while that person is subject to the Member's direction and control and performing services for the Member;
4. any natural person:
 - a. who is a member of the Member's governing body, governing commission or council, board of directors or board of trustees, or person acting as a member of any of the Member's elected or appointed committees, including any member of such committee performing on the Member's behalf, specific, as distinguished from general, directorial acts;
 - b. who is a non-compensated officer;
 - c. other than a non-compensated fund solicitor, while performing services for the Member that are usual to the duties of an **Employee** or officer;
 - d. while acting as a non-compensated fund solicitor during fund raising campaigns;
 - e. who is a former **Employee**, member of the board of directors or member of the board of trustees retained as a consultant while that person is subject to the Member's direction and control and performing services for the Member;
 - f. who is a guest student or intern pursuing studies or duties in any of the Member's offices or **Premises**; while such person is subject to the Member's direction and control and performing services for the Member; or
 - g. who is a volunteer, while such person is subject to the Member's direction and control and is performing services for the Member.

Employee also means any individual described in paragraphs 1-4 above while such person is on medical, military, or other leave of absence from the Member. Coverage applies to any such **Employee** while on leave, regardless of whether such person remains subject to the Member's direction and control during the time of leave.

Employee does not mean any agent, broker, factor, commission merchant, consignee, independent contractor or representative or other person of the same general character not specified in paragraphs 1. through 4. above.

Financial Institution means:

1. a bank, trust company, savings bank, credit union, savings and loan association or similar thrift institution; or
2. a stock brokerage firm, mutual fund, liquid assets fund or similar investment institution.

Financial Institution Premises means the interior of that portion of any building occupied by a **Financial Institution** (including any night depository chute and any safe maintained by such **Financial Institution**), transfer agent or registrar or similarly recognized place of safe deposit.

Forgery, or **Forged** means the signing of the name of another person or organization with a handwritten signature physically affixed directly to a **Covered Instrument**, without authority and with the intent to deceive; it does not mean a signature that consists in whole or in part of one's own name signed with or without authority in any capacity, for any purpose.

Messenger means any **Employee**, duly authorized, while having care and custody of covered property outside the **Premises**.

Money means a medium of exchange in current use and authorized or adopted by a domestic or foreign government, including currency, coins, bank notes, bullion, travelers' checks, registered checks and money orders held for sale to the public.

Other Property means any tangible property other than **Money** and **Securities** that has intrinsic value.

Premises means the interior of that portion of any building the **Member** occupies in conducting the **Member's** business.

Robbery means the unlawful taking of **Money, Securities and Other Property** from the care and custody of the Member, the Member's partners or any other person (except any person acting as a watchperson or janitor) by one who has:

1. caused or threatened to cause that person bodily harm; or
2. committed an unlawful act witnessed by that person.

Safe Burglary means the unlawful taking of:

1. **Money, Securities and Other Property** from within a locked safe or vault by a person unlawfully entering the safe or vault as evidenced by marks of forcible entry upon its exterior; or
2. a safe or vault from inside the **Premises**.

Securities means written negotiable and non-negotiable instruments or contracts representing **Money** or property including:

1. tokens, tickets, revenue and other stamps (whether represented by actual stamps or unused value in a meter) in current use; and
2. evidences of debt issued in connection with any **Credit, Debit or Charge Card**, which cards are not issued by the Member;

but does not include **Money**.

Single Loss means:

1. for purposes of Coverage A:
 - a. an individual act;
 - b. the combined total of all separate acts; or
 - c. a series of related acts;

committed by an **Employee** or committed by more than one **Employee** acting alone or in collusion with other persons both during and before the **Coverage Period**;

2. for purposes of Coverage B, all loss caused by any person, or loss in which that person is involved, whether the loss involves one or more written **Covered Instruments**; and
3. for purposes of all other Coverages:
 - a. any act or series of related acts or events involving one or more persons; or
 - b. any act, acts or events involving a person or group of persons acting together; whether identified or not, both during and before the **Coverage Period**.

Theft means:

1. under Coverage C or D, the intentional unlawful taking of **Money** and **Securities** to the **Member's** deprivation.
2. under all other Coverages, the intentional unlawful taking of **Money, Securities and Other Property** to the **Member's** deprivation.

IV. EXCLUSIONS

This **Crime Coverage** will not apply to:

- A. loss resulting directly or indirectly from war, whether or not declared; civil war; insurrection; rebellion or revolution; military, naval or usurped power; governmental intervention, expropriation or nationalization; or any act or condition related to any of the foregoing.
- B. loss resulting directly or indirectly from seizure or destruction of property by order of governmental authority.
- C. loss resulting directly or indirectly from any fraudulent, dishonest or criminal act committed by the Member whether acting alone or in collusion with others.
- D. loss resulting directly or indirectly from any fraudulent, dishonest or criminal act committed by any **Employee** whether acting alone or in collusion with others, unless covered under Coverage A.
- E. any expenses incurred by the Member in establishing the existence or the amount of any loss covered under this **Crime Coverage**, unless covered under Coverage F.
- F. loss of income, whether or not earned or accrued, or potential income, including interest and dividends, not realized by the Member as the result of any loss covered under this **Crime Coverage**.
- G. damages of any type, except the Member's direct compensatory damages resulting from a loss covered under this **Crime Coverage**.
- H. to indirect or consequential loss of any nature, including fines, penalties, multiple or punitive damages.
- I. loss of, or damage to, manuscripts, records, accounts, microfilm, tapes or other records, whether written or electronic, or the cost of reproducing any information contained in such lost or damaged records, except when covered under Coverages C or D.
- J. loss resulting directly or indirectly from trading whether or not in the name of the Member or whether or not in a genuine or fictitious account, unless covered under Coverage A.
- K. loss resulting directly or indirectly from fire, except:
 - 1. loss of or damage to **Money** or **Securities**; or
 - 2. damage to any safe or vault caused by the application of fire thereto in connection with any actual or attempted **Safe Burglary** when covered under Coverage C.
- L. loss resulting directly or indirectly from the giving or surrendering of **Money, Securities** or **Other Property** in any exchange or purchase, whether or not fraudulent, with any other party not in collusion with an **Employee**.
- M. loss of **Money, Securities** or **Other Property** while in the custody of any **Financial Institution**, trust company, or similarly recognized place of safe deposit or armored motor vehicle company unless the loss is in excess of the amount recovered or received by the Member under the Member's contract, if any, with, or insurance carried by, any of the aforementioned.
- N. loss of **Money, Securities** or **Other Property** held by an armored motor vehicle company for the Member, and which is stored by such company overnight inside buildings used in the conduct of its business.
- O. loss resulting directly or indirectly from nuclear reaction, nuclear radiation, radioactive contamination, biological or chemical contamination or to any related act or incident.
- P. loss of **Money, Securities** or **Other Property** resulting directly or indirectly from kidnap, extortion or ransom payments (other than **Robbery**) surrendered to any person as a result of a threat.
- Q. loss resulting directly or indirectly from **Forgery** or alteration, except when covered under Coverages A or B.
- R. loss resulting directly or indirectly from **Computer Fraud**, except when covered under Coverages A or F.

- S. loss under Coverage C or D resulting directly or indirectly from:
 - 1. an accounting or arithmetical error or omission;
 - 2. the loss of property from within any money operated device, unless the amount of **Money** deposited in it is recorded by a continuous recording device;
 - 3. anyone, acting on the Member's express or implied authority, being induced by any dishonest act to voluntarily part with title to or possession of any property;
 - 4. damage to motor vehicles, trailers or semi-trailers or equipment and accessories attached to them; or
 - 5. damage to the **Premises** or its exterior or to containers of covered property by vandalism or malicious mischief.
- T. loss resulting directly or indirectly from the diminution in value of **Money, Securities or Other Property**.
- U. loss arising from any **Credit, Debit or Charge Card** if the Member or the Member's **Employee** has not fully complied with the provisions, conditions or other terms under which any card was issued.
- V. loss sustained by the Member to the extent it results in a benefit, gain or transfer to the Member.

V. **CONDITIONS**

A. **GENERAL CONDITIONS**

1. Territory Covered

- a. MOPERM will cover loss the Member sustains anywhere in the world, and
- b. MOPERM will cover all of the Member's offices and **Premises**, including any additional offices or **Premises** pursuant to Sections II. GENERAL AGREEMENTS B. ADDITIONAL OFFICES, C. CONSOLIDATION, MERGER OR PURCHASE OF ASSETS, and D. ACQUISITIONS in this **Crime Coverage**.

2. Cooperation

The Member must cooperate with MOPERM in all matters pertaining to this **Crime Coverage** as stated in its terms, conditions and limitations.

3. Extended Period to Discover Loss

MOPERM will pay the Member for loss that the Member sustained prior to the effective date of cancellation or termination of this **Crime Coverage**, which is **Discovered** by the Member no later than 90 days from the date of cancellation or termination.

Notwithstanding the above, this extended period to **Discover** loss terminates immediately upon the effective date of any other insurance obtained by the Member replacing in whole or in part the insurance afforded by this **Crime Coverage**, whether or not such other insurance provides coverage for loss sustained prior to its effective date.

4. Other Insurance

This **Crime Coverage** applies only as excess insurance over, and will not contribute with: (1) any other valid and collectible insurance available to any Member unless such insurance is written specifically excess of this **Crime Coverage** by reference in such other policy to the Policy Number of this **Crime Coverage**; and (2) indemnification to which any Member is entitled from any other entity other than any Member. As excess insurance, this **Crime Coverage** will not apply or contribute to the payment of any loss to the Member until the amount of such other insurance or indemnity has been exhausted by loss covered thereunder. If the limit of the other insurance or indemnity is insufficient to cover the entire amount of the loss, this **Crime Coverage** will apply to that part of the loss not recoverable or recovered under the other insurance or indemnity. This **Crime Coverage** will not be subject to the terms of any other insurance.

Any loss that is applicable to this Condition A.4. is subject to both the applicable Single Loss Limit of Insurance and applicable deductible shown on the Declarations.

If this **Crime Coverage** replaces prior insurance that provided the Member with an extended period of time after the termination or cancellation of such prior insurance in which to **Discover** loss, then, and only with respect to loss **Discovered** during such extended period but sustained prior to the termination of such prior insurance, the coverage afforded by this **Crime Coverage** applies as follows:

- a. MOPERM will have no liability for such loss, unless the amount of such loss exceeds the limit of insurance of that prior insurance; provided, that in such case, MOPERM will pay the Member for the excess of such loss subject to the terms and conditions of this **Crime Coverage**; and
- b. any payment MOPERM makes to the Member for such excess loss will not be greater than the difference between the limit of insurance of the Member's prior insurance and the applicable Limit of Coverage of this **Crime Coverage**. MOPERM will not apply the applicable deductible to such excess loss.

5. Ownership of Property; Interests Covered

The property covered under this **Crime Coverage** except as provided in 5.b. below is limited to property:

- a. that the Member owns or leases;
- b. that the Member holds for others:
 - 1) on the Member's **Premises** or the Member's **Financial Institution Premises**; or
 - 2) while in transit and in the care and custody of a **Messenger**; or
 - 3) for which the Member is legally liable.

Notwithstanding the above, this **Crime Coverage** is for the Member's benefit only and provides no rights or benefits to any other person or organization. Any claim for loss that is covered under this **Crime Coverage** must be presented by the Member.

6. Representation, Concealment, Misrepresentation or Fraud

No statement made by the Member, whether contained in the application, underwriting information or otherwise, is deemed to be a warranty of anything except that it is true to the best of the knowledge and belief of the person making the statement.

This **Crime Coverage** is void in any case of fraud by the Member as it relates to this **Crime Coverage** at any time. This **Crime Coverage** is also void if the Member, at any time, intentionally conceals or misrepresents a material fact concerning:

- a. this **Crime Coverage**;
- b. the **Money, Securities or Other Property**;
- c. the Member's interest in the **Money, Securities or Other Property**; or
- d. a claim under this **Crime Coverage**.

7. Contributions

The Member is responsible for the payment of all contributions and will be the payee for any return contributions MOPERM pays.

8. Transfer of Rights and Duties Under this **Crime Coverage**

Rights and duties under this **Crime Coverage** may not be transferred without MOPERM's written consent.

B. PROVISIONS AFFECTING LOSS ADJUSTMENT AND SETTLEMENT

1. Limit of Coverage

a. Policy Aggregate Limit of Coverage

If the Declarations indicate that this **Crime Coverage** does not include an Aggregate Limit of Coverage, then payment of loss under this **Crime Coverage** will not reduce the Single Loss Limit of Insurance for other **Single Losses**.

b. Single Loss Limit of Insurance

The maximum Single Loss Limit of Insurance for each Coverage will not exceed the applicable amount set forth in the Declarations for such Coverage.

c. Special Limit of Insurance for Specified Other Property

MOPERM's liability for loss under Coverages C and D is limited as follows

- 1) the lesser of \$25,000. or the amount shown as the Single Loss Limit of Insurance for any **Single Loss** involving precious metals, precious or semi-precious stones, pearls, furs, or completed articles made of or containing such enumerated materials that constitute more than half the value of such articles;
- 2) the lesser of \$25,000. or the amount shown as the Single Loss Limit of Insurance for any **Single Loss**, including damage to manuscripts, drawings or records of any kind, or the cost of reconstructing them or reproducing any information contained in them;

The Special Limit of Insurance for Specified Other Property is part of, and not in addition to, any applicable limit of liability.

d. Loss Covered Under More Than One Coverage of this Crime Coverage

Subject to any applicable Crime Coverage Aggregate Limit of Insurance, if any **Single Loss** is comprised of loss covered under more than one Coverage, the most MOPERM will pay the Member for such **Single Loss** is the lesser of:

- 1) the actual amount of such **Single Loss**; or
- 2) the sum of the Single Loss Limits of Insurance applicable to such Coverages applying to such loss.

2. Deductible

MOPERM will not pay the Member for any **Single Loss** unless the amount of such **Single Loss** exceeds the deductible shown in the Declarations. MOPERM will pay the Member the amount of any **Single Loss** in excess of the deductible, up to the Single Loss Limit of Insurance for the applicable Coverage.

If more than one deductible applies to the same **Single Loss**, then only the highest deductible will be applied.

No deductible applies to any legal expenses paid to the Member solely under Coverage B.

3. The Member's Duties in the Event of a Loss

After the Member **Discovers** a loss or a situation that may result in loss of or loss from damage to **Money, Securities or Other Property** that exceeds 25% of the deductible, the Member must:

- a. notify MOPERM as soon as possible;
- b. notify law enforcement authorities if the Member has reason to believe that any loss involves a violation of law, and cooperate fully with any investigation conducted by any law enforcement authority;

- c. submit to examination under oath at MOPERM's request and give MOPERM a signed statement of the Member's answers;
- d. give MOPERM a detailed, sworn proof of loss within 120 days; and
- e. cooperate with MOPERM in the investigation and settlement of any claim.

Proof of loss under Coverage B. must include: (1) an affidavit of **Forgery** setting forth the amount and cause of loss; and (2) the original written **Covered Instruments** or a copy of such written instruments.

4. Valuation / Settlement

Subject to the applicable limit of insurance provision, MOPERM will pay the Member for:

- a. loss of **Money** but only up to and including its face value, and, at MOPERM's option, pay for loss of **Money** issued by any country other than the United States of America:
 - 1) at face value in the **Money** issued by that country; or
 - 2) in the United States of America dollar equivalent determined by the rate of exchange published in The Wall Street Journal on the day the loss was **Discovered**;
- b. loss of **Securities** but only up to and including their value at the close of business on the day the loss was **Discovered**, and at MOPERM's option:
 - 1) pay the Member the value of such **Securities** or replace them in kind, in which event the Member must assign to MOPERM all the Member's rights, title and interest in those **Securities**; or
 - 2) pay the cost of any Lost Securities Bond required in connection with issuing duplicates of the **Securities**; provided, MOPERM will be liable only for the cost of the Lost Securities Bond as would be charged for a bond having a penalty not exceeding the lesser of the value of the **Securities** at the close of business on the day the loss was **Discovered**;
- c. loss of, or loss from damage to, **Other Property** or **Premises** including its exterior for the replacement cost without deduction for depreciation; provided, MOPERM will pay the Member the lesser of the following:
 - 1) the applicable Single Loss Limit of Insurance;
 - 2) the cost to replace **Other Property** or **Premises** including its exterior with property of comparable material and quality, and used for the same purpose; or
 - 3) the amount the Member actually spends that is necessary to repair or replace such property;

provided, MOPERM will, at its option, pay the Member for loss of, or loss from damage to, **Other Property** or **Premises** including its exterior, in the **Money** of the country in which the loss occurred, or in the United States of America dollar equivalent of the **Money** of the country in which the loss occurred determined by the rate of exchange published in The Wall Street Journal on the day the loss was **Discovered**.

If MOPERM cannot agree with the Member upon the actual cash value or cost of the lost or damaged property, the value or cost may be determined by arbitration, at MOPERM's option.

MOPERM will not pay the Member on a replacement cost basis for any loss or damage until such property is actually repaired or replaced, and unless the repairs or replacement are made as soon as reasonably possible after the loss or damage. If the lost or damaged property is not repaired or replaced, MOPERM will pay the Member actual cash value on the day the loss was **Discovered**.

Any property that MOPERM pays the Member for or replaces becomes MOPERM's property.

5. Records

The Member must keep records of all **Money**, **Securities**, and **Other Property** under this **Crime Coverage** so MOPERM can verify the amount of any loss.

6. Recoveries

- a. All recoveries for payments made under this **Crime Coverage** should be applied, after first deducting the costs and expenses incurred in obtaining such recovery, in the following order of priority:
 - 1) first, to the Member to reimburse the Member for loss sustained that would have been paid under this **Crime Coverage** but for the fact that it is in excess of the applicable Single Loss Limit(s) of Insurance;
 - 2) second, to MOPERM in satisfaction of amounts paid or to be paid to the Member in settlement of the Member's covered claim;
 - 3) third, to the Member in satisfaction of any deductible; and
 - 4) fourth, to the Member in satisfaction of any loss not covered under this **Crime Coverage**.
- b. The value of all property received by the Member from any source whatever and whenever received, in connection with any matter from which a loss has arisen, will be valued as of the date received and will be deducted from the covered loss.
- c. Recoveries do not include any recovery:
 - 1) from insurance, suretyship, reinsurance, security or indemnity taken for MOPERM's benefit; or
 - 2) of original **Securities** after duplicates of them have been issued.

7. Transfer of the Member's Rights of Recovery Against Others to MOPERM

The Member must transfer to MOPERM all the Member rights of recovery against any person or organization for any loss the Member sustained and for which MOPERM has paid or settled. The Member must also do everything necessary to secure those rights and do nothing after loss to impair them.

8. Legal Action Against MOPERM

The Member may not bring any legal action against MOPERM involving loss:

- a. unless the Member has complied with all the terms of this **Crime Coverage**;
- b. until 90 days after the Member has filed proof of loss with MOPERM; and
- c. unless brought within ten (10) years from the date the Member **Discovers** the loss.

If any limitation in this Condition B.8. is deemed to be inconsistent with applicable law, such limitation is amended so as to equal the minimum period of limitation provided by such law.

9. Liberalization

If MOPERM adopts any revision to the Crime Terms and Conditions of this **Crime Coverage** that would broaden coverage and such revision does not require an additional premium or endorsement and the revision is adopted within 45 days prior to or during the **Coverage Period**, the broadened coverage will apply to this **Crime Coverage**.

C. CANCELLATION OR TERMINATION

1. The Member may cancel this **Crime Coverage** in its entirety by mailing or delivering to MOPERM advance written notice of cancellation.
2. MOPERM may cancel this **Crime Coverage** for nonpayment of premium by mailing or delivering to the Member written notice of cancellation at least 10 days before the effective date of cancellation.

MOPERM will mail or deliver MOPERM's notice to the Member's last mailing address known to MOPERM. Notice of cancellation will state the effective date of cancellation and the **Coverage Period** will end on that date. If this **Crime Coverage** is cancelled, MOPERM will send the Member any contribution refund due. The refund will be pro rata.

The cancellation will be effective even if MOPERM has not made or offered a refund. If notice is mailed, proof of mailing will be sufficient proof of notice.

3. This **Crime Coverage** terminates:
 - a. in its entirety immediately upon the expiration of the **Coverage Period**; or
 - b. in its entirety immediately upon the disincorporation, liquidation or dissolution of the Member; or
4. This **Crime Coverage** terminates as to any **Employee**:
 - a. as soon as the Member, or any **Employee** not in collusion with the **Employee** becomes aware of any dishonest or fraudulent employment related act involving an amount in excess of \$10,000; or
 - b. 60 days after the Member, or any **Employee** not in collusion with the **Employee**, becomes aware of any dishonest or fraudulent non-employment related act; either of which acts were committed by such **Employee** in the Member's service, during the term of employment by the Member or prior to employment by the Member, provided such dishonest or fraudulent non-employment related act involved **Money, Securities** or **Other Property** is in an amount in excess of \$10,000.
5. MOPERM will not be required to renew this **Crime Coverage** upon its expiration. If MOPERM elects not to renew, MOPERM will provide to the Member written notice to that effect, including the specific reason for nonrenewal **60** days before the Expiration Date.

D. CHANGES

The Member is authorized to make changes in the terms of this **Crime Coverage** and solely with MOPERM's prior written consent. This **Crime Coverage's** terms can be changed, amended or waived only by endorsement issued by MOPERM and made a part of this **Crime Coverage**. Notice to any representative of the Member or knowledge possessed by any agent or by any other person will not effect a waiver or change to any part of this **Crime Coverage**, or estop MOPERM from asserting any right under the terms, conditions and limitations of this **Crime Coverage**, nor may the terms, conditions and limitations hereunder be waived or changed, except by a written endorsement to this **Crime Coverage** issued by MOPERM.

E. HEADINGS

The titles of the various paragraphs of this **Crime Coverage** and its endorsements are inserted solely for convenience or reference and are not to be deemed in any way to limit or affect the provision to which they relate.

Issued by Missouri Public Entity Risk Management Fund (MOPERM), P. O. Box 7110, Jefferson City, MO 65102.

By: 

MOPERM STATEMENT OF COVERAGE

MEMBER AGENCY:	ADDITIONAL COVERED PARTY:
COUNTY OF JEFFERSON PO BOX 100 HILLSBORO MO 63050	WELLS FARGO FINANCIAL LEASING INC 400 LOCUST ST STE 500 DES MOINES IA 50309
Memorandum Coverage Period: 12:01 a.m. 1-1-2024 to 12:01 a.m. 1-1-2025	
Memorandum Number: 2002	Policy Number: PP-2002-202401
<p>The MOPERM Property Program is designed to provide uniform Property coverage under one comprehensive plan for all participating members. The limits provided under this program are shared amongst the members participating in the program.</p> <p>MOPERM is responsible for a limited amount of each claim, which varies by line of coverage. The balance of the loss may be paid by the reinsurers. The monies used to pay losses under the retentions come from a pooled loss fund in which each member makes payment through its regular contribution. Section 537.740, RSMo, states that the MOPERM Board of Trustees may order an assessment if the Board determines additional funds are needed to pay pool claims and expenses. It is important that members understand that MOPERM is not an insurance company and that it operates as a cooperative risk sharing pool.</p> <p>Coverages are subject to the terms and conditions of the Property Memorandum of Coverage and the Memorandum of Coverage Property Coverage Part Declarations issued to the Member Agency. Any coverage extended by this certificate to the Interested Party shall be extended only, and subject to, the liabilities applicable to, and defenses available to, the Member Agency.</p> <p>This certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by the Memorandum of Coverage issued to the Member Agency referenced above. This certificate of insurance does not constitute a contract between MOPERM and the certificate holder. The issuance of this certificate to the certificate holder does NOT extend coverage to the certificate holder.</p>	
Special Form including:	
<ul style="list-style-type: none"> • Earthquake • Flood • Equipment Breakdown 	<ul style="list-style-type: none"> • Water Damage • Margin Clause • Debris Removal

THE INTERESTED PARTY SHOWN ABOVE IS INCLUDED AS: Loss Payee

DESCRIPTION:

Should the above described memorandum be cancelled before the expiration date thereof, MOPERM will endeavor to mail written notice to the Interested Party shown above, but failure to mail such notice shall impose no obligation or liability of any kind upon MOPERM or its representatives. Issued by Missouri Public Entity Risk Management Fund (MOPERM). P.O. Box 7110, Jefferson City, MO 65102

By: 

Date: 12-6-2023

MOPERM STATEMENT OF COVERAGE

MEMBER AGENCY:	ADDITIONAL COVERED PARTY:
COUNTY OF JEFFERSON PO BOX 100 HILLSBORO MO 63050	UMB BANK NA 2 S BROADWAY STE 600 ST LOUIS MO 63102
Memorandum Coverage Period: 12:01 a.m. 1-1-2024 to 12:01 a.m. 1-1-2025	
Memorandum Number: 2002	Policy Number: PP-2002-202401
The MOPERM Property Program is designed to provide uniform Property coverage under one comprehensive plan for all participating members. The limits provided under this program are shared amongst the members participating in the program.	
MOPERM is responsible for a limited amount of each claim, which varies by line of coverage. The balance of the loss may be paid by the reinsurers. The monies used to pay losses under the retentions come from a pooled loss fund in which each member makes payment through its regular contribution. Section 537.740, RSMo, states that the MOPERM Board of Trustees may order an assessment if the Board determines additional funds are needed to pay pool claims and expenses. It is important that members understand that MOPERM is not an insurance company and that it operates as a cooperative risk sharing pool.	
Coverages are subject to the terms and conditions of the Property Memorandum of Coverage and the Memorandum of Coverage Property Coverage Part Declarations issued to the Member Agency. Any coverage extended by this certificate to the Interested Party shall be extended only, and subject to, the liabilities applicable to, and defenses available to, the Member Agency.	
This certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by the Memorandum of Coverage issued to the Member Agency referenced above. This certificate of insurance does not constitute a contract between MOPERM and the certificate holder. The issuance of this certificate to the certificate holder does NOT extend coverage to the certificate holder.	
Special Form including:	
<ul style="list-style-type: none"> • Earthquake • Flood • Equipment Breakdown 	<ul style="list-style-type: none"> • Water Damage • Margin Clause • Debris Removal

THE INTERESTED PARTY SHOWN ABOVE IS INCLUDED AS: Mortgagee

DESCRIPTION:

- 01 EXTENSION OFFICE at 301 THIRD ST, Value \$1,501,699; Deductible \$2,500
- 01 SHERIFF DEPARTMENT/JUSTICE CENTER at 400 FIRST ST, Value \$11,090,442; Deductible \$2,500
- 01 JUVENILE DETENTION FACILITY at 9501 GOLD FINCH RD, Value \$10,097,592; Deductible \$2,500
- 01 COURTHOUSE ANNEX BUILDING at 725 MAPLE ST, Value \$3,325,928; Deductible \$2,500
- 01 COUNTY COURTHOUSE at 300 MAIN ST, Value \$24,750,000; Deductible \$2,500
- 01 JAIL at 510 FIRST ST, Value \$27,164,923; Deductible \$2,500
- 04 MAINTENANCE GARAGE at 2960 LEE PYLE RD, Value \$594,000; Deductible \$2,500
- 06 SALT DOME at 2960 LEE PYLE RD, Value \$371,250; Deductible \$2,500
- 05 MAINTENANCE GARAGE/SALT DOME at 5275 HWY B, Value \$1,047,928; Deductible \$2,500
- 07 SALT DOME at 5275 HWY B, Value \$371,250; Deductible \$2,500
- 03 MAINTENANCE GARAGE at 6460 HWY MM, Value \$427,994; Deductible \$2,500
- 04 SALT DOME at 6460 HWY MM, Value \$371,250; Deductible \$2,500

Should the above described memorandum be cancelled before the expiration date thereof, MOPERM will endeavor to mail written notice to the Interested Party shown above, but failure to mail such notice shall impose no obligation or liability of any kind upon MOPERM or its representatives. Issued by Missouri Public Entity Risk Management Fund (MOPERM). P.O. Box 7110, Jefferson City, MO 65102

By: 

Date: 12-6-2023

01 COUNTY ADMINISTRATION BUILDING at 729 MAPLE ST, Value \$8,649,773; Deductible \$2,500

Should the above described memorandum be cancelled before the expiration date thereof, MOPERM will endeavor to mail written notice to the Interested Party shown above, but failure to mail such notice shall impose no obligation or liability of any kind upon MOPERM or its representatives. Issued by Missouri Public Entity Risk Management Fund (MOPERM). P.O. Box 7110, Jefferson City, MO 65102

By:

A handwritten signature in black ink, appearing to be a stylized name, possibly "L. L. L.", written over a horizontal line.

Date: 12-6-2023

MOPERM STATEMENT OF COVERAGE

MEMBER AGENCY:	ADDITIONAL COVERED PARTY:
COUNTY OF JEFFERSON PO BOX 100 HILLSBORO MO 63050	UMB BANK NA 2 S BROADWAY STE 600 ST LOUIS MO 63102
Memorandum Coverage Period: 12:01 a.m. 1-1-2024 to 12:01 a.m. 1-1-2025	
Memorandum Number: 2002	Policy Number: PP-2002-202401
<p>The MOPERM Property Program is designed to provide uniform Property coverage under one comprehensive plan for all participating members. The limits provided under this program are shared amongst the members participating in the program.</p> <p>MOPERM is responsible for a limited amount of each claim, which varies by line of coverage. The balance of the loss may be paid by the reinsurers. The monies used to pay losses under the retentions come from a pooled loss fund in which each member makes payment through its regular contribution. Section 537.740, RSMo, states that the MOPERM Board of Trustees may order an assessment if the Board determines additional funds are needed to pay pool claims and expenses. It is important that members understand that MOPERM is not an insurance company and that it operates as a cooperative risk sharing pool.</p> <p>Coverages are subject to the terms and conditions of the Property Memorandum of Coverage and the Memorandum of Coverage Property Coverage Part Declarations issued to the Member Agency. Any coverage extended by this certificate to the Interested Party shall be extended only, and subject to, the liabilities applicable to, and defenses available to, the Member Agency.</p> <p>This certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by the Memorandum of Coverage issued to the Member Agency referenced above. This certificate of insurance does not constitute a contract between MOPERM and the certificate holder. The issuance of this certificate to the certificate holder does NOT extend coverage to the certificate holder.</p>	
Special Form including:	
<ul style="list-style-type: none"> • Earthquake • Flood • Equipment Breakdown 	<ul style="list-style-type: none"> • Water Damage • Margin Clause • Debris Removal

THE INTERESTED PARTY SHOWN ABOVE IS INCLUDED AS: Loss Payee

DESCRIPTION:

- 01 SHERIFF DEPARTMENT/JUSTICE CENTER at 400 FIRST ST, Value \$11,090,442; Deductible \$2,500
- 01 JUVENILE DETENTION FACILITY at 9501 GOLD FINCH RD, Value \$10,097,592; Deductible \$2,500
- 01 JAIL at 510 FIRST ST, Value \$27,164,923; Deductible \$2,500
- 01 COUNTY ADMINISTRATION BUILDING at 729 MAPLE ST, Value \$8,649,773; Deductible \$2,500

Should the above described memorandum be cancelled before the expiration date thereof, MOPERM will endeavor to mail written notice to the Interested Party shown above, but failure to mail such notice shall impose no obligation or liability of any kind upon MOPERM or its representatives. Issued by Missouri Public Entity Risk Management Fund (MOPERM). P.O. Box 7110, Jefferson City, MO 65102

By: 

Date: 12-6-2023

MOPERM STATEMENT OF COVERAGE

MEMBER AGENCY:	ADDITIONAL COVERED PARTY:
COUNTY OF JEFFERSON PO BOX 100 HILLSBORO MO 63050	COMMERCE BANK PO BOX 11309 ST LOUIS MO 63105
Memorandum Coverage Period: 12:01 a.m. 1-1-2024 to 12:01 a.m. 1-1-2025	
Memorandum Number: 2002	Policy Number: PP-2002-202401
<p>The MOPERM Property Program is designed to provide uniform Property coverage under one comprehensive plan for all participating members. The limits provided under this program are shared amongst the members participating in the program.</p> <p>MOPERM is responsible for a limited amount of each claim, which varies by line of coverage. The balance of the loss may be paid by the reinsurers. The monies used to pay losses under the retentions come from a pooled loss fund in which each member makes payment through its regular contribution. Section 537.740, RSMo, states that the MOPERM Board of Trustees may order an assessment if the Board determines additional funds are needed to pay pool claims and expenses. It is important that members understand that MOPERM is not an insurance company and that it operates as a cooperative risk sharing pool.</p> <p>Coverages are subject to the terms and conditions of the Property Memorandum of Coverage and the Memorandum of Coverage Property Coverage Part Declarations issued to the Member Agency. Any coverage extended by this certificate to the Interested Party shall be extended only, and subject to, the liabilities applicable to, and defenses available to, the Member Agency.</p> <p>This certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by the Memorandum of Coverage issued to the Member Agency referenced above. This certificate of insurance does not constitute a contract between MOPERM and the certificate holder. The issuance of this certificate to the certificate holder does NOT extend coverage to the certificate holder.</p>	
Special Form including:	
<ul style="list-style-type: none"> • Earthquake • Flood • Equipment Breakdown 	<ul style="list-style-type: none"> • Water Damage • Margin Clause • Debris Removal

THE INTERESTED PARTY SHOWN ABOVE IS INCLUDED AS: Loss Payee

DESCRIPTION:

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By: 

Date: 12-6-2023

MOPERM STATEMENT OF COVERAGE

MEMBER AGENCY:	ADDITIONAL COVERED PARTY:
COUNTY OF JEFFERSON PO BOX 100 HILLSBORO MO 63050	US BANK EQUIPMENT FINANCE PO BOX 790448 ST LOUIS, MO 63179-0048
Memorandum Coverage Period: 12:01 a.m. 1-1-2024 to 12:01 a.m. 1-1-2025	
Memorandum Number: 2002	Policy Number: PP-2002-202401
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Special Form including:	
<ul style="list-style-type: none"> • Earthquake • Flood • Equipment Breakdown 	<ul style="list-style-type: none"> • Water Damage • Margin Clause • Debris Removal

THE INTERESTED PARTY SHOWN ABOVE IS INCLUDED AS: Loss Payee

DESCRIPTION:

Should the above described memorandum be cancelled before the expiration date thereof, MOPERM will endeavor to mail written notice to the Interested Party shown above, but failure to mail such notice shall impose no obligation or liability of any kind upon MOPERM or its representatives. Issued by Missouri Public Entity Risk Management Fund (MOPERM). P.O. Box 7110, Jefferson City, MO 65102

By: 

Date: 12-6-2023

MOPERM STATEMENT OF COVERAGE

MEMBER AGENCY:	ADDITIONAL COVERED PARTY:
COUNTY OF JEFFERSON PO BOX 100 HILLSBORO MO 63050	SUNBELT RENTALS INC 1300 CHARLESTOWN INDUSTRIAL DRIVE ST CHARLES, MO 63303
Memorandum Coverage Period: 12:01 a.m. 1-1-2024 to 12:01 a.m. 1-1-2025	
Memorandum Number: 2002	Policy Number: PP-2002-202401
<p>The MOPERM Property Program is designed to provide uniform Property coverage under one comprehensive plan for all participating members. The limits provided under this program are shared amongst the members participating in the program.</p> <p>MOPERM is responsible for a limited amount of each claim, which varies by line of coverage. The balance of the loss may be paid by the reinsurers. The monies used to pay losses under the retentions come from a pooled loss fund in which each member makes payment through its regular contribution. Section 537.740, RSMo, states that the MOPERM Board of Trustees may order an assessment if the Board determines additional funds are needed to pay pool claims and expenses. It is important that members understand that MOPERM is not an insurance company and that it operates as a cooperative risk sharing pool.</p> <p>Coverages are subject to the terms and conditions of the Property Memorandum of Coverage and the Memorandum of Coverage Property Coverage Part Declarations issued to the Member Agency. Any coverage extended by this certificate to the Interested Party shall be extended only, and subject to, the liabilities applicable to, and defenses available to, the Member Agency.</p> <p>This certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by the Memorandum of Coverage issued to the Member Agency referenced above. This certificate of insurance does not constitute a contract between MOPERM and the certificate holder. The issuance of this certificate to the certificate holder does NOT extend coverage to the certificate holder.</p>	
Special Form including:	
<ul style="list-style-type: none"> • Earthquake • Flood • Equipment Breakdown 	<ul style="list-style-type: none"> • Water Damage • Margin Clause • Debris Removal

THE INTERESTED PARTY SHOWN ABOVE IS INCLUDED AS: Loss Payee

DESCRIPTION:

CATERPILLAR RUBBER TIRE LOADER, Value \$154,685; Deductible \$2,500

Should the above described memorandum be cancelled before the expiration date thereof, MOPERM will endeavor to mail written notice to the Interested Party shown above, but failure to mail such notice shall impose no obligation or liability of any kind upon MOPERM or its representatives. Issued by Missouri Public Entity Risk Management Fund (MOPERM), P.O. Box 7110, Jefferson City, MO 65102

By: 

Date: 12-6-2023

MOPERM STATEMENT OF COVERAGE

MEMBER AGENCY:	ADDITIONAL COVERED PARTY:
COUNTY OF JEFFERSON PO BOX 100 HILLSBORO MO 63050	ERB EQUIPMENT COMPANY INC. 200 ERB INDUSTRIAL DRIVE FENTON, MO 63026
Memorandum Coverage Period: 12:01 a.m. 1-1-2024 to 12:01 a.m. 1-1-2025	
Memorandum Number: 2002	Policy Number: PP-2002-202401
The MOPERM Property Program is designed to provide uniform Property coverage under one comprehensive plan for all participating members. The limits provided under this program are shared amongst the members participating in the program.	
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Special Form including:	
<ul style="list-style-type: none"> • Earthquake • Flood • Equipment Breakdown 	<ul style="list-style-type: none"> • Water Damage • Margin Clause • Debris Removal

THE INTERESTED PARTY SHOWN ABOVE IS INCLUDED AS: Loss Payee

DESCRIPTION:

CATERPILLAR MODEL CS563 COMPACTOR, Value \$67,328; Deductible \$2,500

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By: 

Date: 12-6-2023

MOPERM STATEMENT OF COVERAGE

MEMBER AGENCY:	ADDITIONAL COVERED PARTY:
COUNTY OF JEFFERSON PO BOX 100 HILLSBORO MO 63050	WILLIAMS SCOTSMAN INC 901 SOUTH BOND STREET SUITE 600 BALTIMORE MD 21231-3357
Memorandum Coverage Period: 12:01 a.m. 1-1-2024 to 12:01 a.m. 1-1-2025	
Memorandum Number: 2002	Policy Number: PP-2002-202401
The MOPERM Property Program is designed to provide uniform Property coverage under one comprehensive plan for all participating members. The limits provided under this program are shared amongst the members participating in the program.	
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Special Form including:	
<ul style="list-style-type: none"> • Earthquake • Flood • Equipment Breakdown 	<ul style="list-style-type: none"> • Water Damage • Margin Clause • Debris Removal

THE INTERESTED PARTY SHOWN ABOVE IS INCLUDED AS: Loss Payee

DESCRIPTION:

40 X 8 CONTAINER TRAILER SAC-14575, Value \$5,341; Deductible \$2,500

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By: 

Date: 12-6-2023

MOPERM STATEMENT OF COVERAGE

MEMBER AGENCY:	ADDITIONAL COVERED PARTY:
COUNTY OF JEFFERSON PO BOX 100 HILLSBORO MO 63050	US BANK EQUIPMENT FINANCE 1310 MADRID ST STE 106 MARSHALL MN 56258
Memorandum Coverage Period: 12:01 a.m. 1-1-2024 to 12:01 a.m. 1-1-2025	
Memorandum Number: 2002	Policy Number: PP-2002-202401
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Special Form including:	
<ul style="list-style-type: none"> • Earthquake • Flood • Equipment Breakdown 	<ul style="list-style-type: none"> • Water Damage • Margin Clause • Debris Removal

THE INTERESTED PARTY SHOWN ABOVE IS INCLUDED AS: Loss Payee

DESCRIPTION:

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By:



Date: 12-6-2023

MOPERM STATEMENT OF COVERAGE

MEMBER AGENCY:	ADDITIONAL COVERED PARTY:
COUNTY OF JEFFERSON PO BOX 100 HILLSBORO MO 63050	MIDWEST REGIONAL BANK ATTN BOB FRANCIS PO BOX 1269 FESTUS MO 63028
Memorandum Coverage Period: 12:01 a.m. 1-1-2024 to 12:01 a.m. 1-1-2025	
Memorandum Number: 2002	Policy Number: PP-2002-202401
The MOPERM Property Program is designed to provide uniform Property coverage under one comprehensive plan for all participating members. The limits provided under this program are shared amongst the members participating in the program.	
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Special Form including:	
<ul style="list-style-type: none"> • Earthquake • Flood • Equipment Breakdown 	<ul style="list-style-type: none"> • Water Damage • Margin Clause • Debris Removal

THE INTERESTED PARTY SHOWN ABOVE IS INCLUDED AS: Mortgagee

DESCRIPTION:

01 ANIMAL CONTROL FACILITY at 4840 MO-30, Value \$3,093,750; Deductible \$2,500

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By:



Date: 12-6-2023

MOPERM STATEMENT OF COVERAGE

MEMBER AGENCY:	ADDITIONAL COVERED PARTY:
COUNTY OF JEFFERSON PO BOX 100 HILLSBORO MO 63050	ST LOUIS-JEFFERSON SOLID WASTE MGMT DISTRICT 7525 SUSSEX AVE ST LOUIS MO 63143
Memorandum Coverage Period: 12:01 a.m. 1-1-2024 to 12:01 a.m. 1-1-2025	
Memorandum Number: 2002	Policy Number: PP-2002-202401
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Special Form including:	
<ul style="list-style-type: none"> • Earthquake • Flood • Equipment Breakdown 	<ul style="list-style-type: none"> • Water Damage • Margin Clause • Debris Removal

THE INTERESTED PARTY SHOWN ABOVE IS INCLUDED AS: Proof of Coverage

DESCRIPTION:

2017 PRO GRAVITY RECYCLING TRAILER, Value \$15,900; Deductible \$2,500

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