Postal Mail Address

City of Gastonia
Human Resources Department
P O Box 1748

THIS IS A REQUEST FOR PROPOSAL

DATE: FEBRUARY 9, 2017

RFP DUE: MARCH 17, 2017, AT 12:00 PM
IN THE HUMAN RESOURCES DEPARTMENT AT
181 S. SOUTH STREET
GASTONIA, NC 28052

REQUEST FOR PROPOSAL
PROPERTY AND LIABILITY INSURANCE

The City of Gastonia (City) is requesting proposals from qualified firms and individuals to provide property and liability insurance.

PROPOSALS MUST BE ADDRESSED TO JUDY SMITH IN THE CITY OF GASTONIA HUMAN RESOURCES DEPARTMENT AND MARKED AS FOLLOWS:

RFP FOR PROPERTY AND LIABILITY INSURANCE DUE BY MARCH 17, 2017.

FAILURE TO COMPLY WITH SPECIFICATIONS MAY RESULT IN DISQUALIFICATION OF YOUR PROPOSAL. ANY PROPOSAL RECEIVED AFTER THE TIME AND DATE STATED ABOVE **WILL NOT** BE CONSIDERED. UNSIGNED PROPOSALS AND/OR PROPOSALS RECEIVED VIA FACSIMILE OR EMAIL WILL NOT BE CONSIDERED. THIS SOLICITATION IS ISSUED FOR PURPOSES OF CONTRACTING WITH QUALIFIED SERVICE PROVIDERS. AWARDED VENDORS WILL BE NOTIFIED.

The City of Gastonia reserves the right to accept and/or reject any proposals without necessary explanation to the proposing sources and is not obligated to accept the lowest dollar proposal.

CITY OF GASTONIA
REQUEST FOR PROPOSAL
PROPERTY AND LIABILITY INSURANCE

SECTION I - SUMMARY

The City of Gastonia, hereinafter referred to as the "City", seeks proposals in response to this Request for Proposal (RFP), from firms qualified and experienced in providing property and liability insurance. The City was incorporated in 1877. It is located in Gaston County, North Carolina.

The City has used due care and diligence in the preparation of this Request for Proposal. All information provided is believed to be accurate and complete. However, the responsibility for determining the full extent of the exposure and the verification of all information contained herein shall rest solely upon the proposer.

Award of a contract for property and liability insurance shall be at the sole discretion of the City. The City reserves the right to accept or reject any or all proposals in whole or in part.

The City shall not be responsible for any expenses incurred by a firm in connection with preparing and submitting a proposal. All proposals shall become property of the City and public record.

The City shall not provide any agent or broker with an "Agent/Broker of Record" letter.

Specifications contained herein indicate the minimum upon which you should base your proposal. Proposals may exceed the minimums specified.

Coverage shall have an effective date of July 1, 2017, and shall be for a period of one year with an option to negotiate renewal for additional one-year periods thereafter. Non-renewal, cancellation, change in coverage or cost shall require a 120 day notice in writing to the City.

Current Situation

The City currently has a package through Argonaut Insurance Group which provides all of the property and liability insurance except airport liability and workers compensation.

Included in the RFP is a summary of the City's losses for the past ten years.

SECTION II - SPECIFICATIONS

The specifications for the property and liability insurance are outlined in the City's current policy (**SEE ATTACHMENTS).**

The City seeks proposals for the deductible (retention) amounts listed on the attached proposal forms..

The selected vendor will have the offices and the personnel assigned to the City account with access available by telephone, fax, and e-mail and on-site meetings with designated City of Gastonia staff, as required.

The selected vendor will need to meet, as needed, with the City's legal defense team, Assistant Director of Human Resources and other designated employee(s) of the City for discussion and staffing of legal issues of selected claims.

The selected vendor shall provide the following:

Claims Administration:

1. Examine all claims reported and determine if the claim is compensable

2. Complete a prompt and thorough investigation of all claims assigned, including but not limited to:
   - Contact with the Risk Manager within twenty-four (24) hours of receipt of the reported claim
   - As determined or requested by the Assistant Director of Human Resources or as may be required by the facts of the claim, conduct interviews with the claimant, City employees, witnesses or others who might have direct knowledge of the facts and circumstances relating to the claim
   - Conduct any other interviews or investigation deemed appropriate

The selected vendor will need to be available on call to respond within (7) business days for meetings concerning specific difficult cases as described above.

Loss Control and Claims Reporting/RMIS Requirements

The selected vendor shall provide a fully integrated risk management information system. In the areas of claim information, loss control information and general financial information, the firm shall have the capability to provide the following:

- Loss run printouts by policy year (July 1st through June 30th). *Each print run must be capable of selecting on the basis of specified range parameters on any or all data fields and must be capable of an ordered print.*
- Monthly loss detail and summary reports. (Please provide samples)
- Quarterly claims analysis detailed reports. (Please provide samples)
- Monthly check register detailing financial activity, including payments issued, payee, amount of check, type of payment, claim number, date of incident and claimant name. (Please provide report sample)
- Capability for on-line access

Customized loss reports are preferred. Please comment on your firm's ability to provide reports to an SQL database and/or using various report formats: MS Access; MS Excel; PDF; print and electronic version.

Submitted proposals should address ownership of data/loss files. Please comment on special ownership of claim file media.

Financial and Accounting Services

Submitted proposals will require an explanation of the establishment of any fund which may be required for payment of claims. Details should include, but not limited to:

- Any monthly requirements after initial establishment of the fund
- Procedures under which funds are to be transferred
- Frequency of adjustment to determine accuracy of funding level
- Reconciliation of check issuance
- Maintain accurate and current claim payment records to prevent the issuance of duplicate payments

Please indicate basic funding arrangements available, i.e., daily replenishment (budgeted basis or cleared bank basis), monthly replenishment, etc. Please indicate anticipated amount of initial imprest account.

The selected vendor will need to have electronic capability for communication with City staff, designated medical providers and attorneys.

The selected vendor will have specific personnel assigned to handle all City claims. This claims team will deal with the City's Risk Manager or other designated employee(s) of the City on the day-to-day claims functions.

The selected vendor is expected to return phone calls and/or respond to e-mails from designated City staff and calls from claimants within one business day.

The selected vendor is expected to set an ultimate claim reserve for all claims within 30 days of the receipt of the claim. This reserve would be adjusted as needed to always reflect the ultimate claim reserve.

SECTION III – PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS

This RFP will be made available on January 31, 2017. Responses are due back by 12:00 p.m. March 17, 2017 to:

ATTN: Judy Smith
City of Gastonia
P O Box 1748
Gastonia, NC 28053-1748

Submission Requirements

Bidding firms shall be required to submit the information detailed below. If the service is not available or not applicable for a particular response item, please note with "not applicable" or "not available" for that item.

CITY OF GASTONIA
REQUEST FOR PROPOSAL
PROPERTY AND LIABILITY INSURANCE

All firms submitting proposals MUST be licensed/approved to conduct business in the State of North Carolina.

The information shall be organized and assembled in such a manner as to assist the City in reviewing all proposals received.

All proposals must be either mailed or personally delivered.

All proposals must be clearly marked **RFP FOR PROPERTY & LIABILITY INSURANCE DUE BY MARCH 17, 2017 AT 12:00 PM.**

A. Table of Contents to include clear identification of the material provided by section and number
B. A letter of transmittal indicating the firm's interest in providing the service and any other information that would assist the City in making a selection. A person legally authorized to bind the firm to a contract must sign this letter.
C. A statement demonstrating understanding and your capability of providing the services of each section of the RFP
D. A written description of the firm's qualifications and experience to provide the requested services. Please include a list of other accounts you handle that are similar in size
E. Completion of the Claims Administration Services Questionnaire
F. Completion of the RMIS Questionnaire
G. Completion of Fee Proposal/Questionnaire
H. Name and address of the local adjusting company that will be handling claims under the proposals submitted
I. List of loss control services that will be provided at no additional cost to the City by the insurance company
J. List of other loss control services available including associated costs
K. What resource material will be provided, i.e., “how to” manuals, safety bulletins, video loans, etc.? What additional cost is charged for each of these?
L. List the frequency with which the City will receive claims/loss statistics, and include a sample copy of the statistical report
M. List whether the companies used to submit proposals are admitted or non-admitted carriers in the State of North Carolina
N. A specimen copy of the insurance policies and all endorsements under which the proposed coverage will be written
O. Evidence of insurance as set forth:
    1. Workers' Compensation -Statutory Limits
    2. Comprehensive General Liability -Broad Form with minimum limits of $ 1,000,000 per occurrence.
    3. Error and Omissions Professional Liability. Minimum limits of $1,000,000 per occurrence. If the policy is on a claims-made basis, the policy shall be continually renewed for two (2) years from the date of contract.

An appropriate Certificate of Insurance evidencing required coverage is to be included at the point of contract award. If the contract for proposed services is awarded, policy endorsements showing the City as an additional insured on the general liability coverage shall be submitted prior to commencement of services under any such awarded contract.

P. List the names and addresses of all attorneys customarily assigned defense work by you as a provider of liability and property insurance. Include the name of the attorney's law firm.

SECTION IV - CLAIMS ADMINISTRATION SERVICES QUESTIONNAIRE

(Please answer in the order shown and letter or number your responses)

A. Name, address and phone number of firm
B. Branch office(s), address (es), and phone which would provide service under the proposal
C. Indicate the proposed personnel (including supervisory and management) who would be assigned to administer the City's program. Provide details on job title, experience and education, public entity experience, years of experience as an adjuster, and length of time with firm.
D. Are the adjusters that will be assigned to our account licensed NC adjusters?
E. What is the caseload of open files that would be managed by the adjusters assigned to the City?
F. How do you assign claims?
G. How many government agencies do you have as customers?
H. What is the average length of time that is takes from receiving a signed release to the mailing of the payment to the claimant?
I. Give at least three (3) references - at least two being public agencies. Please give names, phone numbers and a brief description of services provided.
J. Describe your procedures for making initial and follow-up contact with claimants, witnesses, City staff, etc. Will you be able to perform this within 24 hours of receiving the claim? What criteria will be used to determine on-site versus telephone investigations?
K. Please describe procedures for reviewing the adequacy of claim reserves.
L. Explain any aspect of the specifications which your firm cannot perform.
M. Provide a statement verifying that the submitted proposal is valid until July 1, 2017.
N. It is the desire of the City to retain the right to periodically conduct file audits. Please acknowledge permission to conduct audits of claim files, either by City staff or other duly authorized representatives. Please submit a copy of your firm's established Audit Protocol and your internal standards for file management. Additionally, please verify/acknowledge the City's right to review any/all third party auditor's reports and/or management letters as they may pertain to City claim files.

SECTION VI –RMIS QUESTIONNAIRE

A. Please provide an explanation of the RMIS capabilities of your firm

B. Please provide samples of all loss reports (summary and detail) that would be provided under a service agreement.
C. With what frequency will reports be provided?
D. What other management reports will be routinely provided as a part of the administrative services?
E. Describe what on-line capabilities are available to the City. Provide fee proposal for on-line access, if any, plus set up charges, monthly maintenance, etc.
F. If there are costs/charges for RMIS, which are not included in the fee proposed/quoted for claims adjusting and administration, please state what charges will apply.
G. Upon termination of any service agreement, will the City continue to receive periodic loss reports on open and closed claims? If so, what will be the costs for such reports? Will access to claim information via on-line be available after agreement termination? If so, what describe the charges and availability time?

SECTION VII -FEE PROPOSAL

Claims Administration/Adjusting

A. Please indicate your proposed fee for administration/adjustment of all claims. Explain basis of fee structure (i.e., composite rate, cost per lost time/medical only, etc.)
B. Please provide a sample contract.

Note: Please be sure to comment on any additional fees which may be charged for services requested that may be outside your "basic" services. If there are to be additional charges for your firm's participation in this requested service, be sure to show those charges separate from all other "basic" services. If no separate charges are denoted, the City will assume all requested services are included in base fee quoted.

Contact Information

Judy Smith
Assistant Director of Human Resources
City of Gastonia Human Resources Department
P O Box 1748
Gastonia, NC 28053-1748

Questions may be directed as listed above or e-mailed to: judys@cityofgastonia.com
Office phone: (704) 866-6786

FINANCIAL

- Please provide financial information on your company, proposed TPA (if applicable) and proposed reinsurer (if applicable).

- Include a copy of the latest A.M. Best, Standard & Poor's, or Moody's rating for the insurance company you utilized in submitting proposals.

- How long has your company been licensed/approved to do business in North Carolina? Indicate which insurance products your company is authorized to sell in North Carolina. TPA? Reinsurer?

- Describe any fees/charges that are not included in your proposal.

ALL PROPOSALS MUST BE RETURNED BY NOON ON MARCH 17, 2017.

SEND PROPOSAL TO JUDY SMITH, P O BOX 1748, GASTONIA, NC 28053-1748

GENERAL LIABILITY
Includes Employee Benefits Liability
Limits & Deductibles/Proposal Form

I. Current Limits

Commercial General Liability - $1,000,000 per occurrence/$3,000,000 aggregate
$100,000 deductible

II. Proposed

Option 1- $50,000 Deductible Including LAE _____

Option 2- $100,000 Deductible Including LAE _____

Option 3- $250,000 Deductible Including LAE _____

Please describe self-funding option including reinsurance and TPA expenses: _____

_____

_____

_____

Firm Name: _____

Address: _____

_____

Authorized Signature: _____

Date: _____

AUTO LIABILITY (Including Transit)
Limits & Deductibles/Proposal Form

I. Current Limits

Commercial Auto Liability - $1,000,000 each occurrence
$100,000 deductible
Auto Physical Damage (Only Covers Vehicles Valued at $50,000 or more) ACV
Collision and Comprehensive Coverage (Only Covers Vehicles Valued at $50,000 or more) ACV
$50,000 deductible

II. Proposed

Option 1 - $50,000 Deductible (Liability)
$1,000 Deductible (Comp/Collision) _____

Option 2 - $100,000 Deductible (Liability)
$50,000 Deductible (Comp/Collision) _____

Option 3 - $250,000 Deductible (Liability)
$50,000 Deductible (Comp/Collision) _____

Please describe self-funding option including reinsurance and TPA expenses: _____

_____

_____

_____

Firm Name: _____

Address: _____

_____

Authorized Signature: _____

Date: _____

PUBLIC OFFICIALS LIABILITY
Limits & Deductibles/Proposal Form
CLAIMS MADE POLICY

Retroactive Date: 1/1/99

I. Current Limits

Public Officials Liability - $1,000,000 per occurrence/$3,000,000 aggregate
$100,000 deductible

II. Proposed

Option 1-	$50,000 Deductible	_____
Option 2-	$100,000 Deductible	_____
Option 3-	$250,000 Deductible	_____

Please describe self-funding option including reinsurance and TPA expenses: _____

_____

_____

_____

Firm Name: _____

Address: _____

_____

_____

Authorized Signature: _____

Date: _____

EMPLOYMENT PRACTICES LIABILITY
Limits & Deductibles/Proposal Form
CLAIMS MADE POLICY

Retroactive Date: 1/1/99

I. Current Limits

Public Officials Liability - $1,000,000 per occurrence/$3,000,000 aggregate
$100,000 deductible

II. Proposed

Option 1-	$50,000 Deductible	_____
Option 2-	$100,000 Deductible	_____
Option 3-	$250,000 Deductible	_____

Please describe self-funding option including reinsurance and TPA expenses: _____

_____

_____

_____

Firm Name: _____

Address: _____

_____

_____

Authorized Signature: _____

Date: _____

LAW ENFORCEMENT LIABILITY
Limits & Deductibles/Proposal Form

I. Current Limits

Law Enforcement Liability - $1,000,000 Per Occurrence/$3,000,000 Aggregate
$100,000 Deductible

II. Proposed

Option 1- $50,000 Deductible _____

Option 2- $100,000 Deductible _____

Option 3- $250,000 Deductible _____

Please describe self-funding option including reinsurance and TPA expenses: _____

_____

_____

_____

Firm Name: _____

Address: _____

_____

_____

Authorized Signature: _____

Date: _____

EXCESS LIABILITY
APPLIES TO GENERAL LIABILITY, AUTO LIABILITY, LAW ENFORCEMENT LIABILITY, EMPLOYMENT PRACTICES LIABILITY AND PUBLIC OFFICIALS COVERAGE
Limits & Deductibles/Proposal Form

I. Current Limits

$4,000,000 Per Occurrence/$4,000,000 Aggregate
The excess aggregate limit applies separately to General Liability, Law Enforcement Liability, Public Officials Liability, and Employment Practices Liability. No Aggregate Limit applies to Auto Liability.

II. Proposed

Option 1- $0 Deductible _____

Please describe self-funding option including reinsurance and TPA expenses: _____

_____

_____

_____

Firm Name: _____

Address: _____

_____

_____

Authorized Signature: _____

Date: _____

PROPERTY
Proposal Form

I. Current Limits See attached schedule

Deductible: $50,000

II. Proposed

Option 1-	$25,000 Deductible	_____
Option 2-	$50,000 Deductible	_____
Option 3-	$100,000 Deductible	_____
Option 4-	$250,000 Deductible	_____

Please describe self-funding option including reinsurance and TPA expenses: _____

_____

_____

_____

Firm Name: _____

Address: _____

_____

_____

Authorized Signature: _____

Date: _____

INLAND MARINE (Equipment, Computer Equipment, Fine Arts)
Proposal Form

I. Current Limits See attached schedule

Deductible: $50,000

II. Proposed

Option 1- $25,000 Deductible _____

Option 2- $50,000 Deductible _____

Please describe self-funding option including reinsurance and TPA expenses: _____

_____

_____

_____

Firm Name: _____

Address: _____

_____

_____

Authorized Signature: _____

Date: _____

Unit #	VIN #	Year	Make	Model	Purchase Value	Fund	Dept		
175	1LV4052MCFP211170	2016	John Deere	4052M	28,259.58	110	572	Added 11/2/15	
195	TC3225C030143	2006	John Deere	Fairway Mower	37,582.50	110	627		
213	G007E02179C	2005	Hyster	Forklift	86,899.00	110	445		
302	1K9KF1525X2157681	1999	Generator	Trailer Mounted	25,229.40	330	814		
306	3V0088	2000		Trencher Backhoe	43,200.00	330	818		
308	1K9KF1527X2157682	1999	Generator	Trailer Mounted	25,229.40	330	814		
323	1K9KF1523X2157680	1999	Generator	Trailer Mounted	25,229.40	330	814		
327	1K9KF1529X2157683	1999	Generator	Trailer Mounted	25,229.40	330	814		
331	2ZN03744	2000	Caterpillar	Track Loader	144,932.00	330	828		
337	1T0310SKADE246620	2013	John Deere	310 SJ	87,792.01	330	818		
342	11857	1990	Hammer	Ashphalt Cutter	32,530.00	330	818		
349	1T0310SJCA0188143	2010	John Deere	310 SJ	78,438.77	330	818		
352	DW444JZ597726	2005	John Deere	Wheel Loader 444J	84,898.00	330	818		
368	EM01DG10736	1999	New Hyundai	Excavator	103,823.00	330	818		
383	41E4S5036Y3509433	2000	Low Boy	Trailer	33,152.96	330	828		
420	42645.56		Kubota	Excavator	42,645.56	331	832	Added 5/30/13	
424	123WM282861T25126	2005	Sherman & Reilly	Cargo Reel Trailer	35,963.32	331	838		
425	123WM161651T21046	2005	SHERMAN & REILLY	Trailer	17,900.00	331	839		
660	CAT0953DCLBP01465	2012	Caterpillar	Loader	223,821.00	335	581	Added 7/31/12; Notified 5/17/13	
776	2ZN03791	2000		Track Loader	144,932.00	110	570		
777	X031592X	2000		Motor Grader w/Scarifier	105,874.60	110	570		
782	1T0310SJTBD216017	2011	John Deere	Backhoe/Loader	82,414.19	110	570	Added 1/9/12	
789	A-444734	2001		Tractor/Loader	32,378.00	110	570		
797	65ET-10166	2016	Noram	65E	156,800.00	110	570	Added 8/24/16, received 1/25/17	
902	LV0110T610676	2007	John Deere	110	32,929.00	110	713		
8003	5632P1527CM000326	2012	Primax	Pump	47,293.00	330	814	Added 8/13/12	
8004	312001036	2012	Toro	Sprayer	41,158.89	336	578		
8013	W09A10205AKB13403	2012	Bagela	Asphalt Recycler	162,300.00	110	570	Added 4/21/14	
8016	1LV5085ECEY241823	2014	John Deere	5085E	58,563.00	331	838	Added 9/12/14, Notified 4/2/15	
8019	1LV5093ELCY440498	2012	John Deere	Trac	52,518.79	330	828	Added 8/1/12	Notified 5/17/13
8020	1LV5093ECCY440490	2012	John Deere	Tractor	52,518.79	330	828	Added 8/1/12	Notified 5/17/13
8023	LV5510S450085	2001		Tractor W/Boom Mower	38,809.81	110	570		
8026	1248737	2016	Primax	QSCP220 Pump	48,251.00	330	814	Added 5/23/16	
8030	1U9FS1318CA044774	2012	US Jetting	Sewer Rodder	35,849.00	330	828	Added 4/26/12.	
8034	52154	2006	Kubota	L39	34,400.00	110	626		
8054	5529822	2005	Wacker	Tamp Compactor	26,465.00	330	828		
8063	51804	1992	Kut Kwick	Mower	28,029.00	330	572		
8086	3CLOO418	1994	Caterpillar	Certiculated Loader	63,470.00	330	818		
8088	B60734M	2005		Tractor w/Hydro Clipper Knife	44,852.00	110	570		
8089	31058592	2006	New Holland	B95	52,216.00	330	828		
8090	N8GH20882	2009	New Holland	B 115 B	88,108.00	336	578		
8091	1T0310SJEBD216113	2011	John Deere	310 SJ	79,348.45	331	837		
8096	R250004U530083	1994	Gallon	Roller	25,429.00	110	570		
8099	290000132	2009	Toro	3505-D	25,469.23	110	633		
8105	CMWRT40XE70002138	2007	Ditch Witch	Rt40	48,109.00	331	832		
8107	6911606195	2001	Jacobsen	Mower	34,181.00	110	627		
8112	L06430A607122	2009	John Deere	6430	76,407.38	330	828		
8114	5618379	2006	Wacker	RT82-SC Roller Tamp	26,452.00	336	578		
8115	1200S515	1995		Asphalt Maintainer, Self-Propelled	57,993.90	110	570		
8117	1VRY11193D1019161	2013	Vermeer	Chipper	29,226.00	110	616	Added 5/9/13	

8126	LV5325S230176	2006	John Deere	5325	18,329.00	110	570	
8127	HJE010788	2005		Tractor w/Hydro Slipper Knife	32,125.00	110	570	
8128	0106EK0085	2007	Altec	DB35 Mini Digger Derrick	84,325.00	331	838	
8130	31058874	2006	New Holland	B110	69,418.39	110	570	
8141	DW444JZ611780	2007	John Deere	444J	94,727.00	330	828	
8142	N8C511423	2009	New Holland	B95	67,738.00	330	815	
8144	N8GH22643	2010	New Holland	Backhoe	72,987.00	330	818	
8153	1C9SV1224D1418389	2013	Craftco	125DC	63,115.00	110	570	Added 4/21/15
8155	6913	2015	ODB	Leaf Machine	28,685.20	335	581	Added 10/5/15, notified 3/22/16
8165	N8C511432	2009	New Holland	B95	67,738.00	330	818	
8166	SLP214TCYE0487214	1999		4X4 Extended Backhoe	46,931.00	110	621	Transferred to 110-621 on 6/25/13
8167	FF0200X050561	1997	Ditch Witch	200LC Excavator	53,677.36	336	578	
8168	IU9FS13128A044132	2008	US Jetting	4018-300-TRL	35,519.00	330	828	
8170	CMWJ2020C80000787	2008	Ditch Witch	JT2020	125,100.00	331	837	
8172	FF0200X500070	1998	John Deere	Excavator	105,595.00	330	828	
8175	BA124	1997		Road Marking Machine	34,050.00	110	559	
8176	1TC1435DTDT130479	2013	John Deere	Tractor	20,400.00	330	815	Added 12/20/13
8187	290000131	2009	Toro	3505-D	25,469.23	110	633	
8188	TC3225C030237	2006	John Deere	Fairway Mower	37,582.50	110	627	
8201	1TC202ATJFT080309	2016	John Deere	Gator	26,277.40	110	633	
8203	AR9R15561	2015	Bobcat	S590 - Skidloader	39,637.00	110	633	Added 10/27/15
8217	7BJ76086	2002		4-WD Backhoe Loader	69,188.00	336	578	
8218	123WM151521T20306	2002	Puller	Tensioner Machine	80,265.00	331	839	
8225	522213585	2005	Bobcat	Skid Steer Loader 463	13,332.66	330	822	
8226	526412031	2005	Bobcat	Skidsteer Loader A-300	36,901.32	336	578	
8227	5E2G1303351019142	2005	Horton	38' G38CHCL TRAILER	30,945.00	110	532	
8228	5E2G1303151019141	2005	Unknown	38' Horton Trailer	33,985.00	110	532	
8234	31036	2015	Madvac	Vacuum	85,930.00	110	626	
8244	70509	2010	Kubota	KX161-3 Kubota Excavator	66,401.00	331	837	
8259	2001388	2001	Kohler trailer mtn generator	20REOZJB-Kohler	20,000.00	330	725	
8260	4H5W317251L012720	2001	SRECO	Jet Vac Trailer mtn	42,000.00	330	725	
8261	123WM161721T19267	2002	Puller	Tensioner	80,265.00	331	839	
8262	1886SW11008	2011	Sandvik	Shaker	159,000.00	110	570	Added 5/29/12
661 Eagle Road, Belmont		6 Aqua Jet 75 hp Floating Aeration Aerator			168,000.00		168000	
661 Eagle Road, Belmont		2 Aqua Jet 50 hp Floating Digester Aerators			54,000.00		54000	
661 Eagle Road, Belmont		2 Garden Denver GACMDPA Reaeration Blowers			100,000.00		100000	
N/A	3436	2000	APD Hazmat	Equip - Monitor For Organic Chemicals	13,328.00	110	532	
N/A	33817	2003	Unicus	Cylinder Recharging Station	43,904.00	110	532	
N/A	80560-01	2004	Scott	Eagel 1 Video Kit	11,000.00	110	532	
N/A	N/A	2003	Scott	Thermal Imager	10,000.00	110	532	
N/A	N/A	2003	Scott	Thermal Imager	10,000.00	110	532	
N/A	N/A	2003	Scott	Eagle Imager 160	10,000.00	110	532	
N/A	N/A	2004	Video Ray Pro II	Underwater Remote Vehicle w/Pilot Tracking	22,057.00	110	509	
N/A	N/A	2005	Scott	Air Packs	36,852.00	110	532	
N/A	N/A	2006	Olympian	Generator (Portable-Station 5)	54,500.00	110	532	
N/A	N/A	2007	Mini Andros II Robot	Bomb Team Robot	81,510.00	110	509	
N/A	US40520695	2004	Agilent Technologies	Frequency Counter	14,248.00	110	424	
	C5E01065	2008	Caterpillar	450 KW Diesel Generator	140,834.15	80	455	

	VIN	Year	Make	Model/Description	PURCHASE VALUE	FUND	DEPT	COMP/COLLISION	NOTES	
58	1G9ACHDT5NR088289	1992	Grumman	PANTHER	608,938.00	110	532	Yes		
58	4S7AV2E90GC081517	2016	Spartan/Smeal	GA41G-2142	742,798.00	110	532	Yes	Added 1/27/17	
312	1FDUF4GT0GEB18260	2016	Ford	F250	76,322.00	330	814	Yes	Added 3/16/16	
312	1FDLF47F2TEA75203	1996	Ford	1 Ton Truck	40,323.00	330	814	Yes	Per Kelley 7/28/16, this is being used by the garage	
615	1HTSHADT5XH659198	1999	International	Garbage Truck	92,187.00	335	581	Yes		
615	1H9ABDAC6G1674343	2016	Crane Carrier	LET2-44		335	585	Yes	Added 11/1/16	
722	1GTEC19W7WE526552	1998	GMC	1500	17,272.00	110	552	No	6/29/16 This is on our lot waiting to be sold. It's been replaced.	Per Lindsay 8/23, First Citizens in the holder
722	1FDUF5GY9EEA17894	2014	Ford	F550	38,655.00	110	570	No	Added 10/1/13, corrected unit # 6/23/16	
775	1FTPF18LXYNB46700	2000	Chevrolet	1/2 Ton	19,848.00	110	570	No	Retired per Angie, no VRF' 6/29/16 This truck was wrecked. I don't know if insurance came and got it or we sold it.	Per Lindsay on 8/23, they can't locate this vehicle on the lot
775	1GCPKPEA5AZ159337	2010	Chevrolet	Silverado 1500 4X4	19,800.00	110	570	No		
812	1FT2S34L58DA63950	2008	Ford	S34N	34,993.80	332	498	Yes	6/29/16 This is on our lot waiting to be sold. It's been replaced.	Per Lindsay 8/23, on lot to be sold, but no on surplus list
812	3C6TRVPG4FE500950	2015	Dodge	2500 Promaster Window Van	53,312.00	332	498	Yes	Added 8/21/15	
821	1FTEF15NXTNA35814	1996	Ford	F150	14,259.00	332	496	No		
821	3C6JR6AG4HG552124	2017	Dodge	1500	18,682.85	332	496	No	Added 2/8/17	
1105	2FAFP71W77X139240	2007	Ford	Crown Vic	20,976.00	110	514	No	6/29/16 This is on our lot waiting to be sold. It's been replaced.	Per Lindsay 8/23, this was wrecked, but no on surplus list
1105	2C3CDXAG5FH806320	2015	Dodge	Charger	23,218.00	110	514	No	Added 5/1/15	
1109	2FAFP71WX5X154893	2005	Ford	Crown Vic	20,570.00	110	514	No		
1109	2C3CDXAG6HH533584	2017	Dodge	Charger	23,811.00	110	514	No	Added 1/19/17	
1117	2FAFP71W86X104463	2006	Ford	Crown Vic	20,570.00	110	514	No		
1117	2C3CDXAGXHH533586	2017	Dodge	Charger	23,811.00	110	514	No	Added 1/19/17	
1119	2FAFP71W33X169507	2003	Ford	Crown Vic	20,020.00	110	518	No		
1119	2C3CDXAG1HH533587	2017	Dodge	Charger	23,811.00	110	514	No	Added 1/19/17	
1122	2FAFP71W36X147382	2006	Ford	Crown Vic	20,418.00	110	514	No		
1122	2C3CDXAG5HH533589	2017	Dodge	Charger	23,811.00	110	514	No	Added 1/19/17	
1125	2FAFP71W96X141733	2006	Ford	Crown Vic	20,418.00	110	514	No		
1125	2C3CDXAG1HH533590	2017	Dodge	Charger	23,811.00	110	514	No	Added 1/19/17	
1129	2FAFP71W07X139239	2007	Ford	Crown Vic	20,976.00	110	514	No		
1129	2C3CDXAG3HH533591	2017	Dodge	Charger	23,811.00	110	514	No	Added 1/19/17	
1131	2FAFP71W06X141734	2006	Ford	Crown Vic	20,418.00	110	514	No		
1131	2C3CDXAG5HH533592	2017	Dodge	Charger	23,811.00	110	514	No	Added 1/19/17	
1140	2FAFP71W37X140112	2007	Ford	Crown Vic	20,976.00	110	514	No		
1140	2C3CDXAG0HH533595	2017	Dodge	Charger	23,811.00	110	514	No	Added 1/19/17	
1147	2FAFP71W66X141737	2006	Ford	Crown Vic	20,418.00	110	514	No		
1147	2C3CDXAG3HH533588	2017	Dodge	Charger	23,811.00	110	514	No	Added 1/27/17	
1288	2FAFP71W6YX144043	2000	Ford	Crown Vic	19,830.00	110	514	No		
1288	2C3CDXAG7HH533593	2017	Dodge	Charger	23,811.00	110	514	No	Added 1/27/17	

2003	2FAFP71W31X152624	2001	Ford	Crown Vic	19,968.00	110	553	No	6/29/16 This is on our lot waiting to be sold. Originally 1153	Per Kelley 8/23 The first #2003 has been noted as old unit #1153. It is on the lot but has never been declared surplus.
2003	2FAFP71W52X144526	2002	Ford	Crown Vic	19,433.00	110	553	No	Change Unit # per Angie 6/28/16	Per Kelley 8/23 The following #2003 was not noted as being in the lot, but it is associated with the 110-553 department (Fleet)
8	1C4RDJAGXCC261734	2012	Dodge	Durango	25,695.00	110	532	Yes	Added 7/19/12	
9	1D4HB38N16F156023	2006	Dodge	DURANGO SXT HB5M74	21,740.00	110	530	No		
10	1C4RDJFG0FC818499	2015	Dodge	Durango	27,963.00	110	551	No	Added 6/26/15	
11	3FAHP07167R209174	2007	Ford	Fusion	18,413.00	110	531	No		
12	1FTEW1EFXGFA56140	2016	Ford	F-150	27,857.00	110	532	No	Added 2/11/16	
48	1D7HA18N68J181543	2008	Dodge	Ram	18,148.00	881	444	No	We have it as #48	
51	1GBM7D1Y8LV101503	1989	Chevrolet	Emergency Support	106,477.13	110	532	Yes		
52	4P1CT02S4RA000746	1994	Pierce	Pumper	265,737.43	110	532	Yes		
53	4EN3AAA85W1009445	1998	E-One	Rescue	216,650.00	110	532	Yes		
54	4P1CT02S1TA000436	1996	Pierce	Fire Truck	273,899.00	110	532	Yes		
55	423AAACG52RJ42993	2002	Quint	75' Fire Truck	431,307.00	110	532	Yes		
56	4EN3AAA80X1009628	1999	Quint	Fire Truck	406,401.00	110	532	Yes		
57	4P1CD01E15A005342	2005	Pierce	Fire Truck	332,055.00	110	532	Yes		
59	4S7AT2F967C056657	2007	Spartan	GA41M-2142	350,232.00	110	532	Yes		
60	1D8HB48P57F549241	2007	Dodge	Durango	23,589.00	110	532	No		
61	4S7AX2C979C071048	2009	Spartan	105' Aerial	697,835.00	110	532	Yes		
62	CF685F101192	1970	Mack	Fire Engine #057	33,959.20	110	532	Yes		
65	4S7AT2F947C056656	2007	Spartan	GA41M-2142	350,232.00	110	532	Yes		
66	4EN3AAA85X1009852	1998	E-One	Fire Truck	406,401.00	110	532	Yes		
67	4S7AT2C92AC072172	2010	Spartan/Smean	Pumper	444,797.00	110	532	Yes		
68	1G9PSKUS9NR088300	1992	Grumman	Fire Truck	210,530.00	110	532	Yes		
69	3FA6POG77HR183097	2017	Ford	Fusion	17,465.00	110	530	No	Added 8/30/16	
72	1FT7W2A65DEB53378	2013	Ford	F250	24,045.02	110	532	No	Added 5/31/13	
77	1FTHF36G4KNB04066	1989	Ford	F350	26,579.28	110	532	Yes		
78	4S7AW2E91EC078863	2014	Spartan EVR	Heavy Rescue	557,745.00	110	532	Yes	Added 6/11/15	
79	4S7AT2C98BC072193	2011	Spartan/Smeal	Pumper	454,150.00	110	532	Yes		
80	3FA6POG75HR183096	2017	Ford	Fusion	17,465.00	110	530	No	Added 8/30/16	
81	1GCEC19V16Z246559	2006	Chevrolet	Silverado	17,747.28	110	531	No		
82	3FAHP07147R209173	2007	Ford	Fusion	18,413.00	110	531	No		
83	163E1100251F	1921	American LaFrance	Antique Fire Truck	16,000.00	110	532	No		
84	4Z3AAAA832RJ70237	2002	Unknown	Pumper Fire Truck	314,460.13	110	532	Yes		
85	1FDWX37F41EC83200	2001	Ford	F350	28,194.70	110	532	Yes		
86	1FDAW57P65ED25907	2005	Ford	F550 Fire Truck	40,535.00	110	532	Yes		
89	1FDAW57P45EC28169	2005	Ford	F550	40,935.00	110	532	Yes		
90	1FBSS31L06DA23457	2006	Ford	Econoline Wagon	20,403.00	110	533	No		
94	2FMZA5148XBA59692	1999	Ford	Windstar	19,760.00	110	518	No		
97	2GNALAEK3E6335674	2014	Chevrolet	Equinox	20,433.00	110	518	No	Added 6/18/14	
98	2B5WB25Z1XK534326	1999	Dodge	Van	19,378.00	110	518	No		
100	1FTVF12547NA65286	2007	Ford	F150	16,994.00	110	540	No		
111	2FMZA5146XBC16183	1999	Ford	Windstar Van	20,589.00	621	720	No	Changed from 621-721 5/1/12	
112	3C4PDCAB2HT563568	2017	Dodge	Journey	17,184.00	110	540	No	Added 1/27/17	
114	1J4FT28BX9D195995	2009	Jeep	Patriot	16,985.00	110	490	No	Transferred 7/28/2014	
115	5FNYF38229B014327	2009	Honda	Pilot	23,570.00	110	590	No		

116	1J4FT28B89D196000	2009	Jeep	Patriot Sport 4x2 MKTL74	16,985.00	110	540	No		
117	1GCEC19V36Z243274	2006	Chevrolet	Silverado	17,747.28	110	540	No		
118	1GTEC19W8WE526480	1998	GMC	1500SL EXT CAB TRUCK	17,272.00	110	540	No		
120	1J4FT28B39D195997	2009	Jeep	Patriot Sport 4x2 MKTL74	16,985.00	110	540	No		
121	1FTRX17262NB14588	2002	Ford	1/2 Ton	14,896.50	621	720	No	Changed from 621-721 5/1/12	
122	1FTRX17253NA81455	2003	Ford	1/2 Ton	15,207.00	110	590	No	transferred 12/15/14	
123	1J4FT28B59D195998	2009	Jeep	Patriot Sport 4x2 MKTL74	16,985.00	110	540	No		
124	2GNALAEK9F6328083	2015	Chevrolet	Equinox	18,855.00	110	540	No	Added 4/27/15	
127	1FTRF12W38KD25111	2008	Ford	F-150	15,131.00	110	540	No		
141	1FTEF15N4TNA35808	1996	Ford	F150	13,785.00	110	626	No		
150	1FTSF20R39EA13875	2009	Ford	F-250	22,332.00	110	621	No		
155	1FDBF2A64CEC14045	2012	Ford	F-250	21,960.45	110	621	No	Added 6/13/12	
160	1FDWW36R49EA13877	2009	Ford	W362	33,280.00	110	621	Yes		
161	1FTNF1CF8CKD70423	2012	Ford	F-150	16,823.00	110	621	No	Added 5/9/12	
162	1FT7X2B68CEC13972	2012	Ford	F-250	24,062.00	110	633	No	Added 6/6/12	
164	1FBSS31L26DA23458	2006	Ford	Econoline Wagon	20,403.00	110	621	No		
165	1FD4E45SX8DA18588	2008	Turtle Top	E450	65,660.00	110	628	Yes		
169	1FDWW36F71EB49804	2001	Ford	F350	30,198.00	110	626	Yes		
170	1FDWW36F02EC27387	2002	Unknown	1/2 Ton	27,852.30	110	626	Yes		
171	1FTSF20R19EA13874	2009	Ford	F-250	22,332.00	110	626	No		
172	1FD5F56R58EC31705	2008	Ford	F-567	41,001.00	110	626	Yes		
176	1FTMF1CM1DKE72299	2013	Ford	F-150	15,816.00	110	626	No	Added 4/26/13	
201	1FTNE24L1XHA70139	1999	Ford	E250 Econoline Van	17,366.95	110	426	No		
203	1GCHK29U95E264696	2005	Chevrolet	Silverado	20,461.58	110	444	No		
204	1GCDM19WXXB105811	1999	Chevrolet	Astro	16,927.00	881	427	No		
205	2D7HB11X93K525016	2003	Dodge	1500 Van	13,383.00	881	427	No		
206	1FM5K8B80DGC53152	2013	Ford	Explorer	25,650.00	110	441	No	Added 4/17/13	
207	1GCEC14V35Z230482	2005	Chevrolet	Silverado	11,922.00	110	442	No		
208	3GNFK16T21G201771	2001	Chevrolet	Suburban	27,701.48	881	427	Yes	Changed budget codes 7/10/13	
209	1FTMF1CM6DFC14224	2013	Ford	F-150	15,172.00	110	442	No	Added 4/29/13	
211	1FTMF1CM4CFB57469	2012	Ford	F-150	15,150.00	110	442	No	Added 5/8/12	
212	1J4FT28BX9D196001	2009	Jeep	Patriot Sport 4x2 MKTL74	16,985.00	110	442	No		
215	3GCEC14V16G209728	2006	Chevrolet	Silverado	13,047.28	110	442	No		
216	1FTMF1CM2CFB57468	2012	Ford	F-150	15,150.00	110	442	No	Added 5/8/12	
217	1FTRF12W58KD25112	2008	Ford	F-150	15,131.00	110	442	No		
220	1D7HA18NX8J197079	2008	Dodge	Ram	18,148.00	110	440	No	Looks like it was originally going to be the new 525, but was changed to 220…???	
224	1FTMF1C83GFA31466	2016	Ford	F-150	18,362.00	110	442	No	Added 2/1/16	
225	1GNDU03E8YD306517	2000	Chevrolet	Mini Van	18,360.44	110	442	No		
226	1FTMF1CM8DFC14225	2013	Ford	F-150	15,172.00	110	442	No	Added 4/29/13	
227	1FTMF1CM8EFC01427	2014	Ford	F-150	16,887.00	110	442	No	Added 6/16/14	
228	3GCEC14V46G210890	2006	Chevrolet	Silverado	13,047.28	110	442	No		
229	1FTMF1C85GFA31467	2016	Ford	F-150	18,362.00	110	442	No	Added 2/1/16	
230	1FTMF1CM6EFB86894	2014	Ford	F-150	16,887.00	110	442	No	Added 6/16/14	
270	NM0KS9BN4CT109108	2012	Ford	Transit Connect	21,394.00	110	502	No	Added 7/12/12	
280	1FDBF2A69CEC33240	2012	Ford	F-250	21,315.00	110	502	No	Added 8/31/12	
281	1FTEF15N6TNA35809	1996	Ford	F150	13,785.00	110	502	No		
282	1FTEF25H3SNA47026	1995	Ford	3/4 Ton	17,369.74	110	502	No		
283	1FDHF25FXTEA41247	1996	Ford	F250	20,862.00	110	502	No		
284	1FTEE1425VHA57750	1997	Ford	Econoline Van	15,390.00	110	502	No		

285	1GTEG15W4W1051752	1998	GMC	1500 Van	17,319.00	881	427	No		
287	1FTSE3EL0CDB17816	2012	Ford	E-350	21,315.00	110	502	No	Added 8/31/12	
288	1FDXE45S4YHB81467	2000	Utility	Utility Van	28,669.00	110	502	Yes		
301	1FDWF36F2XEB64736	1999	Ford	F350 1 Ton	26,762.00	330	572	Yes		
303	1B7HC16Y915676546	2000	Dodge	1/2 Ton	14,447.00	330	811	No		
304	1D7KS28D76J177787	2006	Dodge	RAM ST 4 x 4 DH7l42	21,526.00	330	822	No		
305	1D7HU18N56J175737	2006	Dodge	RAM ST 4 x 4 DR6L41	19,538.00	330	811	No		
307	J8DE5B14417900668	2001	GMC	Utility Truck	48,808.00	330	818	Yes		
309	1FDWF36R98EE12055	2008	Ford	1 Ton Service Truck	45,224.33	330	818	Yes		
310	1FTEX1EF1GKD25517	2016	Ford	F-150	26,080.10	330	822	No	Added 2/1/16	
311	1GBM7H1C5YJ525554	2000	Chevrolet	Dump Truck	49,233.00	330	818	Yes		
313	1FTMF1EF2CFB57470	2012	Ford	F-150	19,334.00	330	828	No	Added 5/8/12	
315	3C6TRVBG9EE131105	2014	Dodge	Promaster	30,301.85	330	828	Yes	Added 11/12/14	
317	1HTMMAAN46H238419	2006	International	4300 SBA 4X2	85,374.50	330	818	Yes		
318	1D7HA16P47J578882	2007	Dodge	Ram 1500	14,973.00	330	812	No		
319	1D7HU16N46J175733	2006	Dodge	RAM ST 4 x 4 DR6L62	16,659.00	330	828	No		
320	1FMCU9C70BKA75816	2011	Ford	Escape	18,289.00	330	811	No		
324	1FDAF56P36EA87761	2006	Ford	F-550	62,245.00	330	814	Yes		
326	1GNDV231X8D164239	2008	Chevrolet	Uplander	19,357.00	330	822	No		
328	1FTMF1CW3AKA64769	2010	Ford	F-150	14,592.00	330	814	No		
329	1GCPKPEAXAZ158927	2010	Chevrolet	Silverado 1500 4X4	19,800.00	330	822	No		
330	1FTEX1CF2GKD66824	2016	Ford	F150	23,238.00	330	814	No	Added 3/10/16	
332	1FTFX1EF8GFA21470	2016	Ford	F-150	24,949.00	330	822	No	Added 12/16/15, notified 1/12/16	
333	1FTBF2B69GEA50822	2016	Ford	F-250	23,623.00	330	818	No	Added 8/31/15	
336	1FDUF4HY2CEC96515	2012	Ford	F-450	44,784.00	330	818	Yes	Added 11/19/12	
340	1GBP8C1C05F523674	2005	Chevrolet	Dump Truck	45,500.00	330	828	Yes		
341	1FDAF56F62ED11168	2002	Ford	F550		330	725	No		
343	1D7HA16P67J578883	2007	Dodge	Ram	14,973.00	330	822	No		
344	1FD8X3C62CEC70608	2012	Ford	F-350	25,732.00	330	812	Yes	Added 10/19/12	
345	1FTRF18262NB14589	2002	Ford	1/2 Ton	15,838.50	330	818	No		
346	1FT7X2A62CEC13970	2012	Ford	F-250	21,649.00	110	596	No	Added 6/1/12	
347	1D7HU18N28J182499	2008	Dodge	Ram ST 4X4	21,342.00	330	818	No		
348	1FTMF1CF6GKD59549	2016	Ford	F150	20,261.30	330	814	No	Added 3/4/16	
350	1FMCU0C74AKB96066	2010	Ford	Escape	16,831.00	330	812	No		
351	1HTMMAAN43H597278	2003	International	4300 SBA 5 Yard Dump	53,478.30	330	818	Yes		
353	1FVHG5BS6DHFD2342	2013	Freightliner	108SC - Sewer Rodder	268,880.00	330	828	Yes	Added 2/20/13	
354	1FT7W2B66EEA23108	2014	Ford	F-250	22,786.02	330	818	No	Added 9/12/13	
356	1HTWGAAT07J430624	2007	International	7400 SBA 6X4	58,855.00	330	818	Yes	changed from 749, budget 110-570	
357	1FVACYBS6DHFD0802	2012	Freightliner	M2	83,746.00	330	828	Yes	Added 10/1/12	
358	1FTBF2B61EEA23107	2014	Ford	F-250	22,786.02	330	828	No	Added 9/12/13	
359	2FZHATDC25AN95406	2005	Sterling	Sewer Rodder	202,044.52	330	828	Yes		
361	1FTMF1CM7DKE89219	2013	Ford	F150	16,460.00	330	814	No	Added 5/31/13	
363	1FVABTAK22HJ55321	2002	Freightliner	2 Ton Flatbed Dump	38,725.00	330	818	Yes		
364	1FTMF1CM8DKD66013	2013	Ford	F150	15,464.00	330	812	No	Added 2/19/13	
366	1HTMMAAN83H591175	2003	International	4300 SBA 5 Yard Dump	52,730.93	330	818	Yes		
377	1GDM7H1C61J500417	2001	GMC	Truck	73,996.00	330	818	Yes		
378	1FDAF56P26ED26863	2006	Ford	F550	62,441.00	330	828	Yes		
380	1J4FT28B19D195996	2009	Jeep	Patriot Sport 4x2 MKTL74	16,985.00	330	812	No		
382	1HSGGAHR5SH610328	1995	International	Truck	54,770.00	330	828	Yes		

384	1FVABTAK02HJ55320	2002	Freightliner	Lubrication Truck	38,725.00	330	818	Yes		
385	1GCEC14V45Z235156	2005	Chevrolet	Silverado	11,922.00	330	812	No		
386	1FTMF1EF2GKD59562	2016	Ford	F-150	21,560.30	330	818	No	Added 2/12/16	
387	1FDUF5GY8DEA05265	2013	Ford	F550	73,076.99	330	818	Yes	Added 1/17/13	
388	1FDAF4GR4AEB09110	2010	Ford	F-450	66,615.00	330	818	Yes		
391	1D7HU18P57J581326	2007	Dodge	Ram 1500	20,387.00	330	816	No		
392	1FDWW36R88EC83869	2008	Ford	F-350	32,954.00	110	572	Yes		
393	1FD5F56RX8EC31702	2009	Ford	F-550	70,985.00	330	818	Yes		
394	1FDWW36R48EC83870	2008	Ford	F-350	32,954.00	110	572	Yes		
395	3GCEC14V46G210601	2006	Chevrolet	Silverado	10,347.28	330	814	No		
397	1FTSX21R98EC10835	2008	Ford	F250	25,637.00	330	814	Yes		
398	1FDSX21R58EE30534	2008	Ford	F-250	33,938.00	330	814	Yes		
399	1HTSCPLN9NH445543	1992	Intern'l Harvestor	5YD Dump	28,444.94	330	572	Yes		
400	1FTRF14W05NB30932	2005	Ford	F144	15,861.00	331	832	No		
401	JN1AZ0CP7CT017161	2012	Nissan	Leaf	38,866.00	331	720	Yes		
402	3FRXX75P48V698448	2008	Ford	X75 Digger Derrick	166,985.00	331	838	Yes		
403	1HTWHAAT09J128413	2009	International	7400 SFA 6x4	198,473.09	331	839	Yes		
404	1FVACYAK83HL92911	2003	Freightliner	Cab & Chasis	46,880.00	331	839	Yes		
405	1FDSX21R38ED63190	2008	Ford	F-250	29,713.00	331	839	Yes		
406	1FVACYCY9FHGK4859	2015	Freightliner	Bucket Truck	186,587.00	331	838	Yes	Added 1/5/15	
407	2FZMAZDE77AY51464	2007	Sterling	LT9500	199,625.00	331	837	Yes		
408	1FMZU61X5YUB34755	2000	Ford	Explorer	19,945.00	331	834	No		
409	1HTMKAAN8AH160631	2010	International	4400 SBA 4X2	145,915.00	331	832	Yes		
410	1FMCU9C71BKB74127	2011	Ford	Escape	18,420.62	331	720	No		
411	1FTRF17282NB18449	2002	Ford	1/2 TON PICK-UP	12,696.50	331	720	No		
412	1FD7X2B65GEA50909	2016	Ford	F-250	31,039.00	331	833	No	Added 8/31/15	
413	1HTMKAAN8DH414732	2013	International	4400 Bucket Truck	152,963.00	331	832	Yes	Added 7/11/13	
414	1GCFG15X991130593	2009	Chevrolet	CG13405	17,405.00	331	832	No		
415	1FTNE2EW5BDA67205	2011	Ford	E-250	17,825.00	331	832	No		
416	1FTRX17242NB14587	2002	Ford	1/2 Ton	14,896.50	331	820	No	Changed from 523 to 416 on 4/8/14; notified 6/19/16	
417	1D7HU16N66J175734	2006	Dodge	RAM ST 4 x 4 DR6L62	16,659.00	331	834	No	Changed from 389	
418	1FTRF14W35NB39723	2005	Ford	F143	16,119.00	331	820	No	Changed from 330 4/18/14'; notified 6/20/16	
419	1FD7X2B61GEA50910	2016	Ford	F-250	34,299.00	331	837	No	Added 8/31/15, notified 12/11/15	
421	1FDAF57R68ED91475	2008	Ford	F-577	79,253.00	331	837	Yes		
422	1HTMMAAN23H597277	2003	International	4300 SBA	44,171.09	331	832	Yes		
423	1FD7X2B62FEA28591	2015	Ford	F-250	23,817.00	331	834	No	Added 6/5/14	
427	1FMFU16588LA61996	2008	Ford	Expedition	25,500.00	331	839	Yes		
428	1FTFX1EF1GFA21469	2016	Ford	F-150	24,949.00	331	837	No	Added 2/1/16	
430	1GDP8C1C55F527677	2005	GMC	Bucket Truck	48,917.67	331	839	Yes		
431	3C7WRNBL4EG327401	2015	Dodge	Ram 5500 4x4	119,613.00	331	834	Yes	Added 1/5/15	
432	3C7WRNAL0DG526574	2013	Dodge	Ram-Bucket Truck	98,164.00	331	834	Yes	Added 5/22/14	
433	1FDSX21R69EA13876	2009	Ford	F-250	32,413.00	331	833	Yes		
437	1GDM7H1J9RJ507792	1994	GMC	Line Truck	79,792.00	331	839	Yes		
440	1FD7X2B6EEA04697	2014	Ford	F-250	33,443.00	331	833	No	Added 9/3/13	
453	1HTMKAANX9H139341	2009	International	4400 SBA 4x2	103,342.00	331	837	Yes		
460	2B7HB11X52K118058	2002	Dodge	Van	15,233.60	331	832	No		
469	1FDSE35LO6DB18576	2006	Ford	E-350	26,891.50	331	833	Yes		
501	1FM5K8B82DGC53153	2013	Ford	Explorer	25,650.00	110	551	No	Added 4/17/13	

502	JTDKB20U797866171	2009	Toyota	Prius	21,991.00	110	551	No	Changed from 657 4/11/14	
503	1FTMF1E87FKE53839	2015	Ford	F-150	19,769.00	110	551	No	Added 1/12/16	
504	1FMJK1GTXFEF43349	2015	Ford	Expedition	32,705.00	110	552	No	Added 7/22/15, Changed from 521 per Angie 6/23/16	
505	JTDKB20U483361128	2008	Toyota	Prius	22,138.00	110	552	No		
507	1J4FT28B79D195999	2009	Jeep	Patriot Sport 4x2 MKTL74	16,985.00	110	551	No		
508	1FTMF1E83FKE53840	2015	Ford	F-150	19,769.00	110	551	No	Added 1/12/16	
512	1D8HB38NX8F142817	2008	Dodge	Durango	20,693.00	110	559	No		
513	1FDAF5GR9AEB09111	2010	Ford	F-550	63,582.00	110	559	Yes		
514	3GNGK26U21G203250	2001	Chevrolet	Suburban	28,977.94	110	552	Yes		
515	1FTBF2A66FEA28589	2015	Ford	F-250	23,817.00	110	559	No	Added 6/5/14	
518	1FTBF2A64FEA28588	2014	Ford	F-250	23,817.00	110	559	No	Added 6/5/14	
524	1FDWX36F3XEC95882	1999	Ford	F-350	25,892.15	110	640	Yes		
525	1J4FT28B19D196002	2009	Jeep	Patriot Sport 4x2 MKTL74	16,985.00	110	551	No		
526	1FT7W2B69DEB53379	2013	Ford	F250	26,356.02	110	640	No	Added 5/31/13	
527	3FRXF75H49V138734	2009	Ford	F-750 Bucket Truck	90,848.95	110	559	Yes		
528	1FDSX21R78ED63189	2008	Ford	F-250	29,713.00	110	559	Yes		
572	1GBJR34JOJJ119438	1988	Chevrolet	C-30	21,610.57	110	553	No		
574	1FDYK80U1BVJ28034	1981	Ford	Wrecker	48,300.00	110	553	Yes		
575	1FDUF5HT5BEB66852	2011	Ford	F-550	76,800.00	110	553	Yes		
581	1FDNF20L6YED93619	2000	Ford	3/4 Ton	21,478.00	110	553	No		
582	3C4PDCBG7FT708997	2015	Dodge	Journey	21,903.00	110	553	No	Added 6/26/15	
584	1FTEF14H4SNA39058	1995	Ford	Pickup	17,047.76	110	553	No		
601	NM0GS9F73E1166125	2014	Ford	Transit Connect	24,115.00	335	581	No	Added 7/18/14	
604	1FVABTAK42HJ55319	2002	Unknown	Scow Dump	38,725.00	335	581	Yes		
606	1M2AU02C0CM006728	2012	Mack	One Arm Garbage Truck	231,951.00	335	581	Yes	Added 7/17/12	
607	1FVHCYCY3FHGF4675	2015	Freightliner	Automated Leaf Truck	201,899.00	335	581	Yes	Added 1/26/15	
608	1HTWGADT33J063448	2003	International	Rear Garbage Loader	100,521.18	335	581	Yes		
610	1HTMMAAL57H413521	2007	International	Scowl Dump	52,589.00	335	581	Yes		
617	1HTWGADT03J057624	2003	International	Rear Garbage Loader	100,521.18	335	581	Yes		
619	1HTSHADT01H368194	2001	Unknown	Rear Garbage Loader	99,052.55	335	581	Yes		
620	1HTSHADT9YH258271	2000	Unknown	Rear Garbage Loader	96,219.23	335	581	Yes		
621	4V5KC9UE22N336121	2002	Volvo	Rear Garbage Loader	101,998.50	335	581	Yes		
622	4V5KC9UE42N336122	2002	Volvo	Rear Garbage Loader	101,998.50	335	581	Yes		
623	1HTSHADT1YH275355	2000	Unknown	Rear Garbage Loader	93,512.55	335	581	Yes		
626	4V5KC9UE62N336123	2002	Volvo	Rear Garbage Loader	101,998.50	335	581	Yes		
627	1HTMMAAN89H114397	2009	International	4300 SBA 4x2	64,210.00	335	581	Yes		
628	1HTSCABL8XH208929	1999	Unknown	Scow Dump	40,855.44	335	581	Yes		
630	5VCACR8F4CH214748	2012	Autocar	Automated Garbage Truck	248,468.00	335	581	Yes	Added 2/19/13	
631	1HTWGADT63J063461	2003	International	Rear Garbage Loader	100,521.18	335	581	Yes		
632	1FVACYCYXGHHK2770	2016	Freightliner	M2015	171,169.05	335	586	Yes	Added 12/7/16	
634	3HAMMAAL1FL643372	2015	International	4300	76,871.51	335	581	Yes	Added 9/24/14	
635	1GDK7C1C27F408890	2007	GMC	TC7C042	56,977.00	335	581	Yes		
636	1HTWGADT53J057621	2003	International	Rear Garbage Loader	100,521.18	335	581	Yes		
638	1HTSCABM4SH633288	1994	International	Scow Dump	29,982.09	335	581	Yes		
642	4V5KC9UE82N336124	2002	Volvo	Rear Garbage Loader	101,998.50	335	581	Yes		
643	1FVACXDC15HV21654	2005	Freightliner	Knuckleboom	59,024.00	335	581	Yes		
644	1HTWGADT93J063454	2003	International	Rear Garbage Loader	100,521.18	335	581	Yes		
645	1M2AU02C99M003173	2009	Mack	LEU613	214,289.28	335	581	Yes		
646	5VCACR8F9DH215542	2013	Autocar	Automated Garbage Truck	257,270.00	335	581	Yes	Added 5/7/14	
647	3BPZL70XXGF107038	2016	Peterbuilt	Automated Garbage Truck	245,204.00	335	581	Yes	Added 10/29/15	

648	1M2AU02C4BM005936	2011	Freightliner	Garbage Truck - Automated	225,899.00	335	581	Yes		
649	1FVHCFCY76RW10310	2006	Freightliner		92,965.00	335	581	Yes	6/29/16 This is the old 630. When 649 (2009) died we put a new body on this chassis instead of purchasing a new truck and renamed it 649	
650	3BPZL70X8GF107037	2016	Peterbuilt	Automated Garbage Truck	245,204.00	335	581	Yes	Added 10/9/15	
651	1HTSCABL6XH208928	1999	International	Scow Dump	38,655.44	335	581	Yes		
652	1FVACYCY8FHGS1158	2015	Freightliner	M2106 - leaf truck	169,429.05	335	581	Yes	Added 9/23/15	
653	3BPZL70X1GF107302	2016	Peterbuilt	Automated Garbage Truck	245,204.00	335	581	Yes	Added 2/24/16	
656	1FTRF12W78KD25113	2008	Ford	F-150	15,131.00	335	581	No	Changed from 656 to 655 2/12/15	
658	1FDBF2B67GEA50908	2016	Ford	F-250	27,598.00	335	581	No	Added 9/22/15	
659	1FTMF1CM4EFB86893	2014	Ford	F-150	16,887.00	335	581	No	Added 6/18/14	
701	1FTNF21L0YED93621	2000	Ford	3/4 Ton Pickup	20,497.00	110	570	No		
702	1FDAF56P13EB91242	2003	Ford	1TON UTILITY TRUCK	56,733.00	110	570	Yes	transferred 12/8/15	
716	1FD5F56R38EC31704	2008	Ford	F-567	41,001.00	110	570	Yes		
723	1FTRX18W4YNB26264	2000	Ford	1/2 Ton	20,294.00	110	570	No	This used to be #223. Changed to #723 7/29/10.	
724	1GBP8C1C95F523995	2005	Chevrolet	Dump Truck	45,500.00	110	570	Yes		
729	1FVABTAK92HJ53937	2002	Freightliner	FL70 Dump	38,725.00	110	570	Yes		
746	1HTWGAAT67J413522	2007	International	7400 SBA 6X4	58,855.00	110	570	Yes		
749	1M2AX04C4HM034141	2017	Mack	GU713	145,785.00	110	570	Yes	Added 8/30/16	
750	1M2AX04C9GM031024	2016	Mack	GU713	142,674.50	110	570	Yes	42348	
752	1FVABUAKX1HJ14939	2001	Unknown	Street Flusher	72,762.00	330	818	Yes		
758	1M2AX04C7GM031023	2016	Mack	GU713	142,674.50	110	570	Yes	42348	
761	1FVABTAK51HJ14941	2001	Freightliner	Dump Truck	45,104.00	110	570	Yes		
762	1FVABTAK52HJ53935	2002	Freightliner	FL70 Dump	38,725.00	110	570	Yes		
763	1FVABTAK72HJ53936	2002	Freightliner	FL70 Dump	38,725.00	110	570	Yes		
765	1FTNF20F32EC27385	2002	Ford	3/4 Ton Pickup	20,523.80	110	570	No		
769	JNAPC81L79AD75121	2009	Elgin	UDRSRHD - Sweeper	130,000.00	110	570	Yes	Added 3/12/13	
772	1FDXF46P16EA68520	2006	Ford	F465	28,715.00	110	570	Yes		
773	3GCEC14V26G210712	2006	Chevrolet	Silverado	13,047.28	110	570	No		
774	3B6KC26Z71M263803	2001	Dodge	Truck	19,853.00	110	570	No		
778	JNAPC81L0AAF80137	2010	Elgin	Sweeper	216,580.00	110	570	Yes		
779	1HTMMAAN84H606923	2004	International	Cab & Chasis	44,095.93	336	578	Yes		
781	1GEC14V25Z231557	2005	Chevrolet	CC15903	12,091.00	110	572	No		
787	1GBP8C1C25F523207	2005	Chevrolet	Dump Truck	45,500.00	110	570	Yes		
791	1GBM7H1C5YJ525926	2000	Unknown	Flatbed	32,396.55	336	578	Yes		
793	1GBP8C1C65F523887	2005	Chevrolet	Dump Truck	45,500.00	110	570	Yes		
794	1FD5F56R18EC31703	2008	Ford	F-567	70,985.00	336	578	Yes		
795	1FDUF5GY7CEC96517	2012	Ford	F550	37,838.00	110	570	Yes	Added 12/28/12	
796	1FVABTAK02HJ53938	2002	Freightliner	FL70 Dump	38,725.00	110	570	Yes		
799	1HTMSAAR09H144390	2009	International	4400 SBA 6x4	148,004.00	110	570	Yes		
801	15GGB291841072637	2004	Gillig	Bus	286,098.00	332	495	Yes		
802	15GGB2712B1179151	2011	Gillig	Bus	398,676.00	332	494	Yes		
803	15GGB2710B1179150	2011	Gillig	Bus	398,676.00	332	494	Yes		
804	15GGB291641072636	2004	Gillig	Bus	286,098.00	332	495	Yes		
805	15GGB2712B1179148	2011	Gillig	Bus	398,676.00	332	494	Yes		
806	15GGB2714B1179149	2011	Gillig	Bus	398,676.00	332	494	Yes		
807	15GGB291141072642	2004	Gillig	Bus	286,098.00	332	495	Yes		

809	15GGB2714B1179152	2009	Gillig	Bus	368,676.00	332	495	Yes		
813	3C6TRVPG9FE510650	2015	Dodge	2500 Promaster Window Van	53,312.00	332	498	Yes	Added 8/21/15	
814	3C6TRVPG8FE510655	2015	Dodge	2500 Promaster Window Van	53,312.00	332	498	Yes	Added 8/21/15	
820	1FMCU0C76AKC52752	2010	Ford	Escape	15,848.00	332	495	No		
822	1FMCA11U2VZA61852	1997	Ford	Aerostar Van	15,272.00	332	495	No		
900	1GCGK24F2WZ192416	1998	Unknown	3/4 Ton Pickup	22,289.34	110	713	No		
903	1FBSS31L88DB08470	2008	Ford	E-350	21,042.90	110	713	No		
907	1FTHS24H6THA30327	1996	Ford	E-250 Cargo Van	18,111.00	110	713	No		
910	1FTSS34L56DA11554	2006	FORD	ECONOLINE E350	20,478.00	110	713	No		
915	1FBSS3BL7DDA83554	2013	Ford	E350	24,738.00	110	713	No	Added 5/23/13	
916	1FTEE14N4SHA46924	1995	Ford	Van	15,933.92	110	713	No		
917	1HTSAZPM7LH200207	1989	International	Scow Dump	21,737.00	110	713	No		
1000	2GNALAEK1E6335334	2014	Chevrolet	Equinox	20,433.00	110	510	No	Added 6/18/14	
1001	2C3CDXAGXFH806328	2015	Dodge	Charger	23,218.00	110	509	No	Added 5/1/15, Corrected unit # 6/23/16	
1100	2C3CDXAG9FH806319	2015	Dodge	Charger	23,218.00	110	514	No	Added 5/1/15	
1101	2FAFP71V88X162700	2008	Ford	Crown Vic	22,475.00	110	514	No		
1102	2B3KA43V89H567202	2009	Dodge	Charger	21,296.00	110	514	No		
1103	1J4FT28B99D196006	2009	Jeep	Patriot Sport 4x2 MKTL74	16,985.00	110	518	No		
1104	2B3KA43G28H279627	2008	Dodge	Charger	20,638.00	110	509	No		
1107	2FAFP71W06X157643	2006	Ford	Crown Vic	20,483.00	110	514	No		
1108	2FAFP71W26X157644	2006	Ford	Crown Vic	20,483.00	110	514	No		
1110	2B3AA4CV2AH194206	2010	Dodge	Charger	20,005.00	110	514	No		
1111	2C3CDXAG3CH208996	2012	Dodge	Charger	22,125.00	110	514	No	Added 3/1/12	
1112	2C3CDXAG3GH129981	2016	Dodge	Charger	23,547.00	110	514	No	Added 2/19/16	
1113	2FAFP71W26X143615	2006	Ford	Crown Vic	20,418.00	110	514	No	Changed to unit 1113 per Angie 6/23/16	
1114	2C3CDXAG1DH661385	2013	Dodge	Charger	22,434.36	110	514	No	Added 3/21/13	
1115	2C3CDXAG8HH533585	2017	Dodge	Charger	23,811.00	110	514	No	Added 1/19/17	
1116	2C3CDXAG5DH661387	2013	Dodge	Charger	22,434.26	110	514	No	Added 3/21/13	
1118	6G3NS5U28FL126268	2015	Chevrolet	Caprice	27,261.63	110	514	No	Added 10/15/15	
1120	2C3CDXAG1GH129980	2016	Dodge	Charger	23,547.00	110	514	No	Added 2/19/16	
1121	2FAFP71W56X141731	2006	Ford	Crown Vic	20,418.00	110	514	No		
1123	2C3CDXAG5GH129979	2016	Dodge	Charger	23,547.00	110	514	No	Added 2/19/16	
1124	2FAFP71W86X141738	2006	Ford	Crown Vic	20,418.00	110	514	No		
1126	2FAFP71W97X139238	2007	Ford	Crown Vic	20,976.00	110	514	No		
1127	2FAFP71W67X139231	2007	Ford	Crown Vic	20,976.00	110	514	No		
1128	2C3CDXAG0FH806323	2015	Dodge	Charger	23,218.00	110	514	No	Added 5/1/15	
1130	2C3CDXAG3GH129978	2016	Dodge	Charger	23,547.00	110	514	No	Added 2/19/16	
1133	1FMCU0C73BKC01971	2011	Ford	Escape	16,882.43	110	509	No		
1134	2B3CL1CG9BH540093	2011	Dodge	Charger	23,636.00	110	1000	No		
1135	2FAFP71W26X141735	2006	Ford	Crown Vic	20,418.00	110	514	No		
1136	2C3CDXAG5EH308374	2014	Dodge	Charger	22,235.00	110	514	No	Added 7/11/14	
1137	2C3CDXAG5EH237662	2014	Dodge	Charger	22,235.00	110	514	No	Added 3/28/14	
1138	2C3CDXAG7EH237663	2014	Dodge	Charger	22,235.00	110	514	No	Added 3/28/14	
1139	2C3CDXAG2FH806324	2015	Dodge	Charger	23,218.00	110	514	No	Added 5/1/15	
1141	2B3KA43V09H571261	2009	Dodge	Charger	21,765.00	110	514	No		
1142	2B3KA43V99H571257	2009	Dodge	Charger	21,765.00	110	514	No		
1143	2C3CDXAG1GH129977	2016	Dodge	Charger	23,547.00	110	514	No	Added 2/19/16	
1144	2FAFP71W46X143616	2006	Ford	Crown Vic	20,483.00	110	514	No		
1145	2C3CDXAGXCH208994	2012	Dodge	Charger	22,125.00	110	514	No	Added 3/1/12	

1146	2FAFP71W17X140111	2007	Ford	Crown Vic	20,976.00	110	514	No		
1148	2C3CDXAG4FH806325	2015	Dodge	Charger	23,218.00	110	514	No	Added 5/1/15	
1149	2C3CDXAG9DH661389	2013	Dodge	Charger	22,434.26	110	514	No	Added 3/21/13	
1150	2B3KA43G87H770301	2007	Dodge	Charger SE LXDH48	21,165.00	110	514	No		
1151	2FAFP71WX6X141739	2006	Ford	Crown Vic	20,418.00	110	514	No		
1152	2B3KA43GX7H770302	2007	Dodge	Charger SE LXDH48	21,165.00	110	514	No		
1153	2C3CDXAG2CH208990	2012	Dodge	Charger	22,125.00	110	510	No	Added 3/1/12	
1154	2C3CDXAGXGH129976	2016	Dodge	Charger	23,547.00	110	514	No	Added 2/19/16	
1155	2B3KA43G37H770304	2007	Dodge	Charger SE LXDH48	21,165.00	110	514	No		
1156	2B3KA43G57H770305	2007	Dodge	Charger SE LXDH48	21,165.00	110	514	No		
1157	2B3KA43G77H770306	2007	Dodge	Charger SE LXDH48	21,165.00	110	514	No		
1158	2B3KA43G97H770307	2007	Dodge	Charger SE LXDH48	21,165.00	110	514	No		
1159	2C3CDXAG3CH209002	2012	Dodge	Charger	22,125.00	110	514	No	Added 3/1/12	
1160	2FAFP71V18X162697	2008	Ford	Crown Vic	22,475.00	110	514	No		
1161	2B3KA43VX9H571252	2009	Dodge	Charger	21,765.00	110	514	No		
1164	2B3KA43V89H571251	2009	Dodge	Charger	21,765.00	110	518	No		
1165	2B3KA43V39H571254	2009	Dodge	Charger	21,765.00	110	514	No		
1167	2B3AA4CV8AH194212	2010	Dodge	Charger	20,005.00	110	514	No		
1168	2C3CDXAG5DH661390	2013	Dodge	Charger	22,434.26	110	514	No	Added 3/21/13	
1169	2C3CDXAG9EH237664	2014	Dodge	Charger	22,235.00	110	514	No	Added 3/28/14	
1170	2C3CDXAG1CH209001	2012	Dodge	Charger	22,125.00	110	514	No	Added 3/1/12	
1171	2B3KA43V29H571262	2009	Dodge	Charger	21,765.00	110	514	No		
1172	2B3KA43V49H571263	2009	Dodge	Charger	21,765.00	110	514	No		
1173	2C3CDXAG8EH248025	2014	Dodge	Charger	22,505.00	110	509	No	Added 4/30/14	
1174	2C3CDXAG0DH661376	2013	Dodge	Charger	22,434.36	110	514	No	Added 3/21/13	
1175	2C3CDXAG0EH237665	2014	Dodge	Charger	22,235.00	110	514	No	Added 3/28/14	
1176	2C3CDXAG8DH661383	2013	Dodge	Charger	22,434.36	110	514	No	Added 3/21/13	
1177	2C3CDXAG6CH208992	2012	Dodge	Charger	22,125.00	110	514	No	Added 3/1/12	
1178	2FAFP71W15X154894	2005	Ford	Crown Vic	20,570.00	110	514	No		
1179	2B3KA43V09H571258	2009	Dodge	Charger	21,765.00	110	514	No		
1180	2C3CDXAG9CH208999	2012	Dodge	Charger	22,125.00	110	514	No	Added 3/1/12	
1181	2B3AA4CV6AH194208	2010	Dodge	Charger	20,005.00	110	514	No		
1183	2B3AA4CV9AH194204	2010	Dodge	Charger	20,005.00	110	514	No		
1184	2C3CDXAG6EH248024	2014	Dodge	Charger	22,505.00	110	509	No	Added 4/30/14	
1185	2B3KA43G07H770308	2007	Dodge	Charger SE LXDH48	21,165.00	110	514	No		
1186	2C3CDXAG4CH208991	2012	Dodge	Charger	22,125.00	110	514	No	Added 3/1/12	
1187	2C3CDXAG7CH208998	2012	Dodge	Charger	22,125.00	110	514	No	Added 3/1/12	
1188	2C3CDXAG6DH661379	2013	Dodge	Charger	22,434.36	110	514	No	Added 3/21/13	
1189	2FAFP71W73X169509	2003	Ford	Crown Vic	20,020.00	110	514	No		
1190	2C3CDXAG4DH661378	2013	Dodge	Charger	22,434.36	110	514	No	Added 3/21/13	
1191	2FAFP71W46X141736	2006	Ford	Crown Vic	20,418.00	110	514	No		
1192	2C3CDXAG8GH129975	2016	Dodge	Charger	23,547.00	110	514	No	Added 2/19/16	
1193	2FAFP71W52X148883	2002	Ford	Crown Vic	20,235.00	110	514	No		
1194	2C3CDXAG9DH661392	2013	Dodge	Charger	22,434.26	110	514	No	Added 4/9/13	
1195	2B3KA43G48H279628	2008	Dodge	Charger	20,638.00	110	509	No		
1196	2B3KA43VX9H571249	2009	Dodge	Charger	21,765.00	110	514	No		
1197	2C3CDXAGXDH661384	2013	Dodge	Charger	22,434.26	110	514	No	Added 4/9/13	
1198	2B3AA4CV4AH194207	2010	Dodge	Charger	20,005.00	110	514	No		
1200	2FAFP71V58X162699	2008	Ford	Crown Vic	22,475.00	110	514	No		
1202	1FM5K8AT1GGA19130	2016	Ford	Explorer	30,860.00	110	514	No	Added 8/20/15	
1203	1FM5K8ATXFGC67987	2015	Ford	Explorer	30,860.80	110	514	No	Added 7/2/15	

1204	1FM5K8AR9GGB55106	2016	Ford	Explorer	26,960.00	110	514	No	Added 1/11/16	
1205	2FAFP71W17X139234	2007	Ford	Crown Vic	20,976.00	110	514	No		
1206	2C3CDXAG2EH237666	2014	Dodge	Charger	22,235.00	110	514	No	Added 3/28/14	
1207	1FM5K8AR7GGB55105	2016	Ford	Explorer	26,960.00	110	514	No	Added 1/11/16	
1208	2C3CDXAG7DH661391	2013	Dodge	Charger	22,434.26	110	514	No	Added 4/9/13	
1209	2B3KA43V29H571259	2009	Dodge	Charger	21,765.00	110	514	No		
1210	2C3CDXAG6FH806326	2015	Dodge	Charger	23,218.00	110	514	No	Added 5/1/15	
1211	2B3KA43V69H571250	2009	Dodge	Charger	21,765.00	110	514	No		
1212	2C3CDXAG9CH209005	2012	Dodge	Charger	22,125.00	110	514	No	Added 3/1/12	
1213	2C3CDXAG5CH209003	2012	Dodge	Charger	22,125.00	110	514	No	Added 3/1/12	
1214	2C3CDXAG2DH661377	2013	Dodge	Charger	22,434.26	110	514	No	Added 4/9/13	
1215	2C3CDXAG3DH661386	2013	Dodge	Charger	22,434.26	110	514	No	Added 4/9/13	
1216	2C3CDXAG6GH129974	2016	Dodge	Charger	23,547.00	110	514	No	Added 2/19/16	
1217	2C3CDXAG4DH661381	2013	Dodge	Charger	22,434.26	110	514	No	Added 4/9/13	
1218	2C3CDXAG8CH208993	2012	Dodge	Charger	22,125.00	110	514	No	Added 3/1/12	
1219	2C3CDXAGXCH209000	2012	Dodge	Charger	22,125.00	110	514	No	Added 3/1/12	
1220	2C3CDXAG1FH806329	2015	Dodge	Charger	23,218.00	110	509	No	Added 6/3/15	
1221	2C3CDXAG9GH129984	2016	Dodge	Charger	23,547.00	110	509	No	Added 2/19/16	
1222	2B3CL1CG5BH540091	2011	Dodge	Charger	23,636.00	110	514	No		
1223	2C3CDXAG9FH806322	2015	Dodge	Charger	23,218.00	110	514	No	Added 6/3/15	
1224	2C3CDXAG7FH806318	2015	Dodge	Charger	23,218.00	110	514	No	Added 6/3/15	
1225	2C3CDXAG4GH129973	2016	Dodge	Charger	23,547.00	110	514	No	Added 2/19/16	
1226	2C3CDXAG7FH806321	2015	Dodge	Charger	23,218.00	110	514	No	Added 6/3/15	
1227	2B3AA4CV4AH194210	2010	Dodge	Charger	20,005.00	110	514	No		
1228	2C3CDXAG7DH661388	2013	Dodge	Charger	22,434.26	110	514	No	Added 4/9/13	
1229	2C3CDXAG4EH237667	2014	Dodge	Charger	22,235.00	110	514	No	Added 3/28/14	
1230	2C3CDXAG6DH661382	2013	Dodge	Charger	22,434.26	110	514	No	Added 4/9/13	
1231	2B3AA4CV7AH194203	2010	Dodge	Charger	20,005.00	110	514	No		
1232	2B3KA43G67H770300	2007	Dodge	Charger SE LXDH48	21,165.00	110	514	No		
1233	2C3CDXAG1CH208995	2012	Dodge	Charger	22,125.00	110	514	No	Added 3/1/12	
1234	1HTMMAAN54H652743	2004	International	4300 4X2	45,989.12	110	523	Yes		
1240	3C4PDCAB2DT725869	2013	Dodge	Journey	17,919.00	110	509	No	Added 7/11/13	
1241	2FAFP71W16X148885	2006	Ford	Crown Vic	20,483.00	110	509	No		
1242	2C4RDGBG5ER432613	2014	Dodge	Caravan	21,254.00	110	509	No	Added 7/11/14	
1243	1J4FT28B59D196004	2009	Jeep	Patriot Sport 4x2 MKTL74	16,985.00	110	509	No		
1244	2B3KA43G77H751125	2007	Dodge	Charger SE	20,434.00	110	510	No		
1245	2B3AA4CV0AH194205	2010	Dodge	Charger	20,005.00	110	514	No		
1248	2FALP71W6SX151701	1996	Ford	Crown Vic	16,278.97	110	514	No	Retired per Angie, no VRF; 6/29/16 This is actually 1248. This is on our lot waiting to be sold. It's been replaced.	
1250	2B3AA4CV8AH258149	2010	Dodge	Charger	19,988.00	110	514	No		
1251	2B3AA4CV3AH258155	2010	Dodge	Charger	19,988.00	110	514	No		
1252	2B3AA4CV1AH258154	2010	Dodge	Charger	19,988.00	110	514	No		
1253	2B3AA4CV8AH258152	2010	Dodge	Charger	19,988.00	110	514	No		
1254	2B3AA4CV4AH258150	2010	Dodge	Charger	19,988.00	110	514	No		
1255	2B3AA4CV6AH258148	2010	Dodge	Charger	19,988.00	110	514	No		
1256	2B3AA4CV6AH258151	2010	Dodge	Charger	19,988.00	110	514	No		
1257	2B3AA4CVXAH258153	2010	Dodge	Charger	19,988.00	110	514	No		
1260	2B3KA43G47H780971	2007	Dodge	Charger	20,148.00	110	514	No		
1261	2B3KA43VX9H567203	2009	Dodge	Charger	21,296.00	110	509	No		

1262	2C3CDXAG4EH248023	2014	Dodge	Charger	22,505.00	110	514	No	Added 4/30/14	
1263	2GNALAEK2E6325251	2014	Chevrolet	Equinox	20,433.00	110	509	No	Added 6/18/14	
1267	2C3CDXAG7GH129983	2016	Dodge	Charger	23,547.00	110	514	No	Added 2/19/16	
1269	2C3CDXAG9DH661375	2013	Dodge	Charger	22,434.26	110	514	No	Added 4/9/13	
1270	2FAFP71W86X143618	2006	Ford	Crown Vic	20,483.00	110	514	No		
1271	2B3KA43G68H279629	2008	Dodge	Charger	20,638.00	110	509	No		
1272	2FAFP71W86X156420	2006	Ford	Crown Vic	20,629.00	110	509	No		
1273	2FAFP71W55X154896	2005	Ford	Crown Vic	21,271.00	110	509	No		
1274	2FAFP71W66X143617	2006	Ford	Crown Vic	20,483.00	110	509	No		
1275	1FTEX1E82GFA56180	2016	Ford	F-150	24,549.00	110	509	No	Added 1/12/16	
1276	2B3KA43G28H279630	2008	Dodge	Charger	20,638.00	110	509	No		
1277	3C4PDCAB0DT725868	2013	Dodge	Journey	17,919.00	110	518	No	Added 7/11/13	
1278	2B3CL1CG0BH540094	2011	Dodge	Charger	23,533.00	110	509	No		
1279	1J4FT28B39D196003	2009	Jeep	Patriot Sport 4x2 MKTL74	16,985.00	110	509	No		
1280	2FAFP71W11X152623	2001	Ford	Crown Vic	19,968.00	110	509	No		
1281	2C4RDGBG2ER393673	2014	Dodge	Caravan	21,254.00	110	509	No	Added 7/11/14	
1282	2C3CDXAG2EH248022	2014	Dodge	Charger	22,505.00	110	514	No	Added 4/30/14, Corrected unit # 6/23/16	
1284	2B3CL1CG7BH540092	2011	Dodge	Charger	23,636.00	110	514	No		
1285	2C3CDXAG7DH661374	2013	Dodge	Charger	22,434.26	110	514	No	Added 5/6/13	
1286	2B3AA4CV8AH194209	2010	Dodge	Charger	20,005.00	110	514	No		
1287	2C3CDXAG2DH661380	2013	Dodge	Charger	22,434.26	110	514	No	Added 5/6/13	
1289	2B3KA43V59H571255	2009	Dodge	Charger	21,765.00	110	514	No	Wrong vehicle #	
1290	2C3CDXAG7CH209004	2012	Dodge	Charger	22,125.00	110	514	No	Added 3/1/12	
1300	2B3KA43G17H770303	2007	Dodge	Charger SE LXDH48	21,165.00	110	514	No		
1301	2C3CDXAG5GH129982	2016	Dodge	Charger	23,547.00	110	514	No	Added 2/19/16	
1302	2C3CDXAG9HH533594	2017	Dodge	Charger	23,811.00	110	514	No	Added 1/27/17	
1303	1J4FT28B79D196005	2009	Jeep	Patriot Sport 4x2 MKTL74	16,985.00	110	509	No		
1304	2FAFP71W35X154895	2005	Ford	Crown Vic	21,271.00	110	509	No		
1305	5TFRT54147X001992	2007	Toyota	Tundra	0.00	110	509	No	Added 4/24/13	
1307	5LMPU28LXXLJ13632	1999	Lincoln	Navigator		110	509	No		
1310	2MELM74WOTX653506	1996	MERCURY	GRAND MARQUIS	3,270.00	110	509	No		
1320	2GNALAEK8E6338909	2014	Chevrolet	Equinox	20,433.00	110	509	No	Added 6/18/14	
1321	2FAFP71W32X144525	2002	Ford	Crown Vic	19,433.00	110	509	No		
1322	2C3CDXAG8FH806327	2015	Dodge	Charger	23,218.00	110	509	No	Added 6/3/15	
1326	1GCDC14K0LZ158560	1990	Chevrolet	Silverado	1.00	110	509	No		
1332	1FTEF15N2SNA42478	1995	Ford	F150 XT	9,168.08	110	509	No		
1333	1FTNS24L86HA39252	2006	Ford	Econoline Van	17,816.00	110	509	No		
1336	1FTDX18W4VND38118	1997	Ford	F-150	0.00	110	509	No		
1337	1FMRU1863XLB00205	1999	Ford	Expedition	0.00	110	514	No		
1338	1G1ND52F05M154905	2005	Chevrolet	Malibu	0.00	110	509	No		
1339	1D8HB38P37F543643	2007	Dodge	Durango	21,153.00	110	509	No		
1340	2C3CDXAG5CH208997	2012	Dodge	Charger	22,125.00	110	514	No	Added 3/1/12	
1341	JM1BJ225610473784	2001	Mazda	Protégé	9,499.00	110	509	No		
1342	4S2CK58D834311141	2003	Isuzu	Rodeo	11,299.00	110	509	No		
1347	1GNEK13R5VJ337448	1997	Chevrolet	Tahoe	3,230.00	110	509	No		
1348	1HD1FMM168Y677708	2008	Harley Davidson	FLHTP	8,635.00	110	514	No		
1349	1HD1FMM138Y678086	2008	Harley Davidson	FLHTP	8,635.00	110	514	No		
1350	2FAFP71W71X152620	2001	Ford	Crown Vic	20,281.00	110	514	No	Transferred to 110-514 7/25/16	
1351	2B3KA43V79H571256	2009	Dodge	Charger	21,765.00	110	514	No		
1352	2B3KA43G48H279631	2008	Dodge	Charger	20,638.00	110	509	No		

1353	1HD1FMM109Y616873	2009	Harley Davidson	FLHTP	9,969.00	110	514	No		
1360	1FTDF15Y7SNA73165	1995	Ford	F150 XL	12,364.97	110	518	No		
1361	13662DHA17420	1974	International	Loadstar Bus	1.00	110	523	No		
1364	WB1044006DZW21804	2012	BMW	R120TP	23,572.00	110	514	No	Added 1/3/13	
1365	WB1044008CZW21611	2012	BMW	R120TP	23,572.00	110	514	No	Added 1/3/13	
1370	283KA43V99H571260	2009	Dodge	Charger	21,765.00	110	514	No		
1371	283KA43V19H571253	2009	Dodge	Charger	21,765.00	110	514	No		
1380	2B3KA43G68H279632	2008	Dodge	Charger	20,638.00	110	509	No		
1381	1G6DM57N430147921	2003	Cadillac		18,710.00	110	514	No		
1382	1FBSS31L41HA06159	2001	Ford	E350		110	509	No		
1389	4UZAASBW74CN99395	2004	Freightliner	Bomb Truck	57,682.00	110	523	Yes		
1390	1HTMMAAN89H055772	2009	International	4300 SBA 4x2	66,463.29	110	523	Yes		
1391	N687330022A131	1983	Dragoon	Armored Vehicle	0.00	110	523	No		
1394	1GYEK63N65R127567	2005	Cadillac	Escalade	21,300.00	110	509	No		
1395	1GTHK33F0TF015078	1996	GMC	GMC CREW CAB	Navy gave it to us	110	514	No		
1396	1FMEU18W8VLB00969	1997	Ford	Expedition	9,583.00	110	514	No		
1399	3FAHP07187R209175	2007	Ford	Fusion	18,413.00	110	520	No		
1403	1FDLF47G9REA26209	1994	Ford	F350 XL	32,657.00	110	501	Yes		
1404	1HTSCABN3YH261444	1995	International	2574	50,000.00	110	501	Yes		
2004	1FVHBXAK03HK31741	2003	Freightliner	FL80	58,095.00	110	570	Yes	Changed from 758 to 2004	
2009	1B7HC16Y015676547	2001	Dodge	1500	14,447.00	110	445	No	Corrected Vehicle Year, Make Model 6/23/16, Changed from 364	
2012	1FT2S34L78DA63948	2008	Ford	S34N	35,283.80	332	498	Yes		
2013	1FT2S34L98DA63949	2008	Ford	S34N	34,993.80	332	498	Yes		
2027	1GBKP32N1N3302860	1992	Chevrolet	Step Van	66,824.00	110	532	Yes	Changed unit # 11/3/2015	
2029	1FDJW35F2VEA62510	1997	Ford	Pickup	27,267.00	110	713	Yes		
2030	2FAFP71W4WX148668	1998	Ford	Crown Vic	18,679.00	110	514	No		
2112	1FTCR10U5VUC27681	1997	Ford	Ranger	11,730.00	110	540	No	Reassigned to Building Inspections	
2802	15GGB291X41072638	2004	Gillig	Bus	286,098.00	332	495	Yes	6/29/16 We are still using this bus as a backup. We've numbered it 2802	
2806	15GGB291X41072641	2004	Gillig	Bus	286,098.00	332	495	Yes	6/29/16 We are still using this bus as a backup. We've numbered it 2806	

Property

City of Gastonia, NC 2/9/2017

Address	Built Year	Occupied as	Class Prot.	Class Const.	Sq Feet Area	Limit Building	Limit Contents	bldg/cont Total	$/ Sq. Ft. ITV
106 Richards Cir		Voting Receivers, Antennas, T	3	NC			26,357	26,357	N/A
115 W Second St	1929	Data Processing	3	JM	12115	1,764,086	1,126,427	2,890,513	145.61
115 W Second St	2008	Caterpillar Generator	3	NC		153,227		153,227	N/A
117 W Second St	1954	Radio Shop	3	MNC	11230	1,060,264	397,130	1,457,394	94.41
121 N Oakland	1995	Transit Transfer bldg	3	MNC	1568	109,117	6,610	115,727	69.59
1380 N Broad St		Radio Transmitter-Receiver	3	NC			14,200	14,200	N/A
1890 Jenkins Dairy Rd		Voting Receivers	3	NC			17,296	17,296	N/A
200 E Long Ave		Voting-Radio Transmitter-re	3	NC			156,807	156,807	N/A
200 E Long Ave		Cable Ladder	3	NC			4,907	4,907	N/A
200 E Long Ave		Paragon Radio Base Station	3	JM			34,208	34,208	N/A
208 Piedmont St		Radio Transmitter-Receiver	3	NC			8,346	8,346	N/A
2400 Ranlo/Spencer mt rd		Voting Receivers	3	NC			16,725	16,725	N/A
260 N Myrtle School Rd		Radio Transmitter-Decoder To	3	NC			19,852	19,852	N/A
4597 Linwood Rd		Radio-Voting-transmitter-recei	3	NC			27,123	27,123	N/A
4609 S New Hope Rd		Voting Receivers	3	NC			20,629	20,629	N/A
4920 S York Hwy		Voting Receivers	3	NC			17,789	17,789	N/A
529 Tulip Dr	1960	Communications System	3	MNC			1,302,961	1,302,961	N/A
613 N Highland St		Voting Receivers	3	NC			37,268	37,268	N/A
905 S New Hope Rd		Voting Receivers	3	NC			17,296	17,296	N/A
Rear 115 Second St	1985	Police Radio Tower	3	JM	224	12,107	36,094	48,201	54.05
Rear 115 Second St		Radio transmitter receiver	3	NC			10,236	10,236	N/A
1001 N. Marietta St.	1980	Office & ticket booth	3	Frame	848	16,923		16,923	19.96
1001 N. Marietta St.	1980	Concession Stand	3	Frame	350	8,524		8,524	24.35
1001 N. Marietta St.	1974	Sims Legion Grandstand	3	MNC	6890	435,537	1,982	437,519	63.21
1001 N. Marietta St.	2008	Scoreboard	3	NC		326,400		326,400	N/A
1001 N. Marietta Street	2011	Concourse/Ticket Office	3	MNC		150,000		150,000	N/A
109 W. Second Ave	1930	Memorial Hall	3	JM	14941	2,614,675	164,112	2,778,787	175.00
1200 N Modena St	1980	Park Shelter	3	Frame	1296	38,060		38,060	29.37
1200 N Modena St	1977	Roland Bradley Comm. Ctr	3	MNC	14461	1,951,207	218,488	2,169,695	134.93
121 N Hartman St	1980	Park Shelter	3	Frame	1296	38,060		38,060	29.37
121 N Hartman St	1980	Park Shelter	3	Frame	1296	38,060		38,060	29.37
121 N Hartman St	1979	Jeffers Comm Ctr	3	MNC	14461	1,951,207	218,488	2,169,695	134.93
1401 Golf Course Dr	1968	Warehouse (Rec Dept)	3	JM	4299	159,546	74,041	233,587	37.11
1401 Golf Course Dr	1968	Storage 4	3	Frame	1782	92,873		92,873	52.12
1401 Golf Course Dr	1968	Storage 2	3	Frame	228	12,365		12,365	54.23
1401 Golf Course Dr	1968	Storage 3	3	JM	258	15,339	6,610	21,949	59.45
1401 Golf Course Dr	1968	Storage 5	3	JM	576	37,223		37,223	64.62
1401 Golf Course Dr	1965	Concession Stand	3	JM	926	86,834	5,488	92,322	93.77
1401 Golf Course Drive	1992	Maintenance Shop	3	NC	4000	200,000	75,000	275,000	50.00

Property

1500 E. Garrison Blvd.	1987	Aborignal Studies Center	3	Frame	1260	120,000	25,000	145,000	95.24	
1500 E. Garrison Blvd.	2010	Nature Trail Shelter	3	NC	300	38,000	0	38,000	126.67	
1500 E. Garrison Blvd.	2010	Moss Barn	3	Frame	400	54,000	0	54,000	135.00	
1500 Garrison Blvd	1959	Workshop & offices	3	Frame	4584	125,101	925,490	1,050,591	27.29	
1500 Garrison Blvd	1997	Archaeology lab	3	Frame	864	44,820	10,505	55,325	51.88	
1500 Garrison Blvd	2002	Maintenance	3	NC	1200	65,522	11,364	76,886	54.60	
1500 Garrison Blvd	1961	Schiele Museum	3	MNC	55711	10,778,407	3,931,008	14,709,415	193.47	
1515 Neal Hawkins Rd	1999	Park Shelter	3	Frame	18000	80,000		80,000	4.44	
1515 Neal Hawkins Rd	1999	Park Shelter	3	Frame	1800	80,000		80,000	44.44	
1515 Neal Hawkins Rd	2000	Storage	3	Frame	160	7,934	2,572	10,506	49.59	
1515 Neal Hawkins Rd	2000	Storage	3	NC	768	39,159	128,613	167,772	50.99	
1515 Neal Hawkins Rd	1999	Maintenance Shop	3	JM	840	91,675	19,831	111,506	109.14	
1515 Neal Hawkins Rd	1999	Storage	3	FR	120	14,103	6,610	20,713	117.53	
1515 Neal Hawkins Rd	1999	Martha Rivers Park -Pavillion	3	JM	2567	407,776	23,799	431,575	158.85	
1515 Neal Hawkins Rd	2000	Restroom	3	FR	1292	228,088		228,088	176.54	
1515 Neal Hawkins Rd	2000	Operations Playground	3	Frame		319,800		319,800	N/A	
1515 Neal Hawkins Rd		Park Lights	3	Frame		513,166		513,166	N/A	
1670 Tulip Dr	1935	Storage-Club House B	3	JM	775	17,689	6,610	24,299	22.82	
1670 Tulip Dr	1992	Picnic Shelter	3	Frame	900	38,060		38,060	42.29	
1670 Tulip Dr	1957	Skeet Range office	3	JM	459	21,505	2,908	24,413	46.85	
1670 Tulip Dr	1935	Storage-Club House A	3	JM	460	26,842		26,842	58.35	
1670 Tulip Dr	1935	Firing Range Club House	3	JM	3829	276,717	5,950	282,667	72.27	
1670 Tulip Dr	1957	Skeet Range Trap house	3	MFR	68	7,030	15,866	22,896	103.38	
1670 Tulip Dr	1957	Skeet Range Trap House 2	3	MFR	68	7,030	5,288	12,318	103.38	
1670 Tulip Dr	1957	SkeetRange High House	3	MNC	120	13,138	5,288	18,426	109.48	
1670 Tulip Dr	1957	Skeet Range High House 2	3	MNC	120	13,138	5,288	18,426	109.48	
1670 Tulip Dr	1957	Skeet Range Low House	3	MFR	60	10,154	5,288	15,442	169.23	
1670 Tulip Dr	1957	Skeet Range Low House 2	3	MFR	60	10,154	5,288	15,442	169.23	
1750 Rankin Lake Road	2012	Spillway Walk Bridge		Frame	2584	44,740	0	44,740	17.31	Added 7/1/12
1750 Rankin Lake Road	2012	Viewing Pier		Frame	1250	31,000	0	31,000	24.80	Added 7/1/12
1750 Rankin Lake Road	2012	Kaylor Bridge Crossing "B"		Frame	1856	47,700	0	47,700	25.70	Added 7/1/12
1750 Rankin Lake Road	2012	Kaylor Bridge Crossing "A"		Frame	1606	42,700	0	42,700	26.59	Added 7/1/12
1750 Rankin Lake Road	2012	Floating Dock		Frame	2000	60,000	0	60,000	30.00	Added 7/1/12
1750 Rankin Lake Road	2012	Fishing Pier "B"		Frame	2084	64,380	0	64,380	30.89	Added 7/1/12
1750 Rankin Lake Road	2012	Fishing Pier "C"		Frame	2091	66,180	0	66,180	31.65	Added 7/1/12
1750 Rankin Lake Road	2012	North Corporate Shelter		NC	1560	86,500	9,500	96,000	55.45	Added 7/1/12
1750 Rankin Lake Road	2012	South Corporate Shelter		NC	1560	86,500	9,500	96,000	55.45	Added 7/1/12
1750 Rankin Lake Road	2012	Lakefront Office		MNC	462	72,000	15,000	87,000	155.84	Added 7/1/12
1750 Rankin Lake Road	2012	Lakefront Restrooms		MNC	558	137,000	6,000	143,000	245.52	Added 7/1/12
2031 Echo Lane	1980	Park Shelter	3	Frame	1296	38,060		38,060	29.37	
2031 Echo Lane	1966	Phillips Comm. Ctr	3	MNC	15981	1,870,692	242,120	2,112,812	117.06	
2031 Echo Lane	2003	Skateboard Park	3	Frame		30,574		30,574	N/A	
2100 Robinwood Rd.		National Guard Armory	3	MNC			6,610	6,610	N/A	

2851 Millstone Dr	2006	Smyre Prk Pic. Shelter/Fence	3	Frame	144	22,834		22,834	158.57	
359 S. Vance Street	2013	Gastonia Optimist Club Park				400,000		400,000	#DIV/0!	Added 1/21/14
519 W Franklin Blvd	1980	Storage	3	JM	403	23,517	3,305	26,822	58.35	
519 W Franklin Blvd	1938	Adult Rec Ctr	3	JM	16196	1,753,856	245,402	1,999,258	108.29	
530 Niblick Dr	1992	Cart Storage	3	NC	7320	202,310		202,310	27.64	
530 Niblick Dr	1987	Storage & Maint.	3	NC	8470	423,500	78,668	502,168	50.00	
530 Niblick Dr	1990	Club House (Golf Course)	3	JM	1588	309,820	63,462	373,282	195.10	
632 E Garrison Blvd	1955	Park Gazebo	3	Frame	1296	38,060		38,060	29.37	
632 E Garrison Blvd	1984	Park Shelter	3	Frame	1200	38,060		38,060	31.72	
632 E Garrison Blvd	2006	Corporate Shelter	3	NC	900	40,000		40,000	44.44	
632 E Garrison Blvd	2006	Park Shelter	3	NC	400	18,000		18,000	45.00	
632 E Garrison Blvd	2006	Park Shelter	3	NC	400	18,000		18,000	45.00	
632 E Garrison Blvd	1955	Bathhouse	3	MFR	2648	371,663	1,982	373,645	140.36	
632 E Garrison Blvd	2006	Ticket Office/Restrooms	3	MNC	768	115,200	12,000	127,200	150.00	
632 E Garrison Blvd		Loading Pavillion-Minature tra	3	NC		33,346		33,346	N/A	
632 E Garrison Blvd		Storage shed,minature train	3	NC		46,684	100,000	146,684	N/A	
913 N Pryor St	1961	Erwin Comm Ctr -gym,libr. Of	3	MNC	14298	1,935,188	216,628	2,151,816	135.35	
913 N. Pryor Street	1965	Erwin Ctr Bathhouse	3	JM	2400	241,851		241,851	100.77	
10 Plastics Dr	1975	Substation 10	3	NC		1,095,358		1,095,358	N/A	
1114 Gaston Day School Rd	1991	Building 3-1	3	NC	1110	40,745		40,745	36.71	
1114 Gaston Day School Rd	1991	Building 3-2	3	NC	1110	40,745		40,745	36.71	
1114 Gaston Day School Rd	1991	Building 3-3	3	NC	1110	40,745		40,745	36.71	
1114 Gaston Day School Rd	1991	Building 3-19	3	NC	865	33,750		33,750	39.02	
1114 Gaston Day School Rd	1991	Building 3-4	3	NC	865	33,750		33,750	39.02	
1114 Gaston Day School Rd	1991	Building 3-5	3	NC	865	33,750		33,750	39.02	
1114 Gaston Day School Rd	1991	Building 3-6	3	NC	865	33,750		33,750	39.02	
1114 Gaston Day School Rd	1991	Building 3-7	3	NC	865	33,750		33,750	39.02	
1114 Gaston Day School Rd	1991	Building 3-8	3	NC	865	33,750		33,750	39.02	
1114 Gaston Day School Rd	1991	Building 3-9	3	NC	865	33,750		33,750	39.02	
1114 Gaston Day School Rd	1991	Building 3-10	3	NC	865	33,750		33,750	39.02	
1114 Gaston Day School Rd	1991	Building 3-11	3	NC	865	33,750		33,750	39.02	
1114 Gaston Day School Rd	1991	Building 3-12	3	NC	865	33,750		33,750	39.02	
1114 Gaston Day School Rd	1991	Building 3-13	3	NC	865	33,750		33,750	39.02	
1114 Gaston Day School Rd	1991	Building 3-14	3	NC	865	33,750		33,750	39.02	
1114 Gaston Day School Rd	1991	Building 3-15	3	NC	865	33,750		33,750	39.02	
1114 Gaston Day School Rd	1989	Building 3-53	3	NC	3800	149,620		149,620	39.37	
1114 Gaston Day School Rd	1987	Building 21-22	3	NC	3000	125,618		125,618	41.87	
1114 Gaston Day School Rd	1960	Building 21-2 through 21-10	3	JM	11808	527,473		527,473	44.67	
1114 Gaston Day School Rd	1990	Building 3-51	3	NC	4900	219,236		219,236	44.74	
1114 Gaston Day School Rd	1960	Building 21-11 through 21-20	3	JM	9784	445,384		445,384	45.52	
1114 Gaston Day School Rd	1980	Building 21-21	3	NC	4328	235,038		235,038	54.31	
1114 Gaston Day School Rd	1960	Building 21-24	3	NC	4500	247,592		247,592	55.02	
1114 Gaston Day School Rd	2000	Building 3-52	3	NC	5041	343,296		343,296	68.10	

1114 Gaston Day School Rd	1960	Building 3-50 (Offices)	3	JM	1430	123,059	24,458	147,517	86.06	
1114 Gaston Day School Rd	1970	Building 3-26 and 3-27	3	JM	1650	158,486	6,148	164,634	96.05	
1114 Gaston Day School Rd		Fencing/Automated Gate	3	JM		15,622		15,622	N/A	
114 W Second Ave (Bell South)		Secondary/Primary Bus Transf	3	NC		26,677		26,677	N/A	
114 W Second Ave (Bell South)		3 Transf. 1500KVA	3	NC		64,024		64,024	N/A	
1201 Tulip Dr (Stabilus)		3 Transf 2500KVA	3	NC		98,039		98,039	N/A	
1205 Tulip Dr	1986	Substation 8	3	NC		1,396,608		1,396,608	N/A	
1218 N Morris St	1971	Substation 9	3	NC		1,040,858		1,040,858	N/A	
1300 Craig Ave	1957	Substation 2 Akers	3	NC		475,495		475,495	N/A	
1300 N. Broad Street	2006	Truck Shed	Metal w/Wood Fr		7000		60,000	60,000	0.00	
1300 N. Broad Street	2009	Substation Lean-to	Block w/Metal Fr		2700		25,000	25,000	0.00	
1309 Park Lane	1968	Substation 7	3	NC		811,801		811,801	N/A	
1335 E Ozark Ave	1988	Fire Station 6	3	JM	5848	925,830	241,536	1,167,366	158.32	
1349 Rankin Lake Rd.	1985	Substation 5	3	NC		246,593		246,593	N/A	
1380 N Broad St	1980	Electrical Storage 1	3	JM	576	14,020	13,222	27,242	24.34	
1380 N Broad St	1985	Electrical Storage 2	3	JM	576	14,020	13,222	27,242	24.34	
1400 Tulip Dr (Freightliner)		4 Transf 2500KVA	3	NC		130,718		130,718	N/A	
1400 Tulip Dr (Freightliner)		Generator 1825 KW	3	NC			518,625	518,625	N/A	
2002 W Franklin Blvd	1981	Substation 12	3	NC		725,532		725,532	N/A	
246 New Hope Rd. (Eastridge Mall)		Secondary/Primary Bus Transf	3	NC		26,677		26,677	N/A	
246 New Hope Rd. (Eastridge Mall)		Secondary/Primary Bus Transf	3	NC		26,677		26,677	N/A	
246 New Hope Rd. (Eastridge Mall)		3 Transf 1500 KVA	3	NC		64,024		64,024	N/A	
246 New Hope Rd. (Eastridge Mall)		3 Transf. 1500KVA	3	NC		64,024		64,024	N/A	
250 W Long St	1983	Substation -WTP	3	NC		906,995		906,995	N/A	
2525 Court Dr (Gaston Mem Hosp)		Transformer 1500KVA Pad	3	NC		26,677		26,677	N/A	
2525 Court Dr (Gaston Mem Hosp)		2 Transf. 2500KVA Pad	3	NC		65,357		65,357	N/A	
2525 Court Dr (Gaston Mem Hosp)		Transformers 2500 KVA (4)	3	NC		130,718		130,718	N/A	
2650 Bob & Pat Boyd Dr	2001	Substation 16	3	Frame		1,982,434		1,982,434	N/A	
3022 Duke St	1993	Substation 14	3	NC		2,003,748		2,003,748	N/A	
3180 Redbud Dr	2002	Substation 15	3	Frame		1,118,497		1,118,497	N/A	
700 N Broad St	1980	Car Wash-Garage-Shop	3	MNC	8770	474,331	36,372	510,703	54.09	
700 N Broad St	1980	Admin.,Sanit., Transit	3	MNC	5942	559,231	178,226	737,457	94.11	
800 N Broad St	1980	Maintenance Garage	3	MNC	38596	3,377,555	1,805,395	5,182,950	87.51	
800 N Broad St	1980	Shelter (Gas Pumps)	3	MNC	132	69,374	2,645	72,019	525.56	
903 Gastonia Tech. Prkway (Pass Seamor),Dalla		3 Transf 2500KVA	3	NC		98,039		98,039	N/A	
New Hope St	1968	Substation 6	3	NC		973,848		973,848	N/A	
Stephens St & Hudson Ave	1978	Substation 11	3	NC		918,280		918,280	N/A	
Tulip Dr	1990	Substation 8-Gas Springs N2	3	NC		308,125		308,125	N/A	
145 S. Marietta St.	2011	Parking Deck	3	MFR	67662	$5,043,523	$ 200,000	$ 5,243,523	74.54	A- 11/11/11
145 S. Marietta St.	2011	Conference Center	3	MFR	29506	$5,079,885	$ 1,800,000	$ 6,879,885	172.16	A- 11/11/11
182 South St	1928	Leased Building (Restaurant)	3	JM	10000	400,000	200,000	600,000	40.00	
192-194 S. St.	1925	Vacant	3	JM	8080		25,000	25,000	0.00	
212 W Main Ave	1920	Partially Leased/Partially Vaca	3	JM	29918	5,235,800		5,235,800	175.01	

612 W. Main Ave	1894	Trenton Mill			75000	302,958			4.04	A-1/11/17
700 W. Franklin Blvd	1963	Former Sears and Garage			571147	$357,535			0.63	A-10/12/16
700 W. Main Ave	1974	Former Sears Warehouse			11102	$40,598			3.66	A-10/12/16
800 W. Franklin Blvd	1958	Budget Inn			6355	770076			121.18	A-12/8/16
100 Goldmine Rd.,Bessemer City	1996	Custodian Home (Pasour Mt)	3	Frame	1012	77,155		77,155	76.24	
100 Goldmine Rd.,Bessemer City	1997	Resource Ctr (Pasour Mt)	3	FR	396	115,649	105,770	221,419	292.04	
100 Goldmine Rd.,Bessemer City		Voting-receivers-transmitters	3	NC			27,610	27,610	N/A	
1-1 Groves St.	1974	Groves St. Lift Station	5	NC			30,880	30,880	N/A	
1300 N Broad St	1981	Operations Bldg Offices	3	MNC	31223	3,902,875	1,230,969	5,133,844	125.00	
1300 N. Broad Street	2006	Truck Shed	Metal w/Wood Frame				40,000	40,000	N/A	
1380 N Broad St	1980	Ready Room	3	MNC	4062	446,820	9,595	456,415	110.00	
139-1 Eight St., Cramerton	2011	Town Hall	5	NC			38,600	38,600	N/A	
1437 Delta Dr		Pump Station	3	NC		34,508		34,508	N/A	
155 Lakewood Rd	2011	Lakewood Lift Station	5	NC			32,000	32,000	N/A	
1600 Plantation Trail	1990	Lift Station	3	NC		33,846		33,846	N/A	
1670 Tulip Dr	2010	Aeration Bldg	3	Frame	200	8,000	50,000	58,000	40.00	
1670 Tulip Dr	1991	Pump House (red)	3	JM	1581	100,000	400,000	500,000	63.25	
1670 Tulip Dr	1924	Pump House (green)	3	MNC	1378	150,000	600,000	750,000	108.85	
1701 Hudson Blvd	1952	Lift Station	3	FR	756	459,322		459,322	607.57	
1704 Lowell Bethesda rd	2005	Sewer Lift-Durhart Creek	3	FR	44650	2,187,360		2,187,360	48.99	
191 Brice Lane	2002	Pump Station	3	Frame		92,730		92,730	N/A	
208 Piedmont St	1962	Water Tower	3	NC		1,503,651		1,503,651	N/A	
220 Cramer Mountain Rd	2001	Baltimore Lift Station	5	NC			79,200	79,200	N/A	
2285 Lowell Bethesda Rd.	2002	Pump Station	3	Frame		286,757		286,757	N/A	
2320 Bayview Dr.	1970	Pump House	3	FR	81	37,818		37,818	466.89	
2417 Pheasant Run Ct	1990	Lift Station	3	NC		33,846		33,846	N/A	
2550 E Ozark Ave		Sewer Air Scrubbers	3	Frame			25,444	25,444	N/A	
2571-1 Shaggy Bark Ct,Cramerton	1993	Offices	5	NC			70,800	70,800	N/A	
2572 Barkers Ridge Dr, Bessemer City	2003	Pump Station	3	Frame		92,730		92,730	N/A	
260 W Page Ave	1978	Clarifier #1		Concrete	7854	700,000		700,000	89.13	
260 W Page Ave	1978	Clarifier #2		Concrete	7854	700,000		700,000	89.13	
260 W Page Ave	1978	Sludge Dewatering	3	FR	1100	152,944	446,880	599,824	139.04	
2630 Hill Lane		Sewer Air Scrubbers	3	Frame			13,474	13,474	N/A	
2934 Titman Rd.	1956	Lift Station	3	NC		28,680		28,680	N/A	
2967 Beaty Rd	1989	Lift Station	3	NC		66,767		66,767	N/A	
3000 Long Creek Disposal Plant		DAF Pump	3	Frame			166,719	166,719	N/A	
3000 Long Creek Disposal Plant		Recirculation Pumps	3	NC			177,652	177,652	N/A	
3000 Long Creek Disposal Plant		Chemical Tank, Level instrume	3	NC			25,262	25,262	N/A	
3000 Long Creek Disposal Plant		Electrical Switch Geart	3	NC			305,074	305,074	N/A	
3000 Old Long Creek	1968	Backwash Tank	3	FR	7698	482,431	10,066	492,497	62.67	
3000 Old Long Creek	1998	Chlorine Contact Chamber	3	FR	3672	387,144	22,538	409,682	105.43	
3000 Old Long Creek	1998	Final Clarifier # 3	3	FR	13707	1,458,993	941,893	2,400,886	106.44	
3000 Old Long Creek	1998	New Aeration Tank	3	FR	27213	3,037,741	490,914	3,528,655	111.63	

3000 Old Long Creek	1968	Old Aeration Tank	3	FR	23496	2,622,825	423,847	3,046,672	111.63
3000 Old Long Creek	1974	Primary Clarifier #3	3	FR	13273	1,481,649	956,554	2,438,203	111.63
3000 Old Long Creek	1968	Primary Clarifier # 1	3	FR	6940	774,705	500,104	1,274,809	111.63
3000 Old Long Creek	1968	Primary Clarifier # 2	3	FR	6940	774,705	500,104	1,274,809	111.63
3000 Old Long Creek	1998	Final Clarifier # 1	3	FR	13070	1,458,993	941,893	2,400,886	111.63
3000 Old Long Creek	1998	Final Clarifier # 4	3	FR	13070	1,458,993	941,893	2,400,886	111.63
3000 Old Long Creek	1998	Denitrification Tank	3	FR	15151	1,691,300	273,301	1,964,601	111.63
3000 Old Long Creek	1968	DAF Tank # 1	3	FR	4072	454,591	73,413	528,004	111.64
3000 Old Long Creek	1968	DAF Tank # 2	3	FR	4072	454,591	73,413	528,004	111.64
3000 Old Long Creek	1998	Final Clarifier # 2	3	FR	13070	1,459,375	941,893	2,401,268	111.66
3000 Old Long Creek	1998	Solids Contact Reactor	3	FR	1018	116,206	29,431	145,637	114.15
3000 Old Long Creek	1968	WW Office Bldg	3	FR	977	113,909	25,383	139,292	116.59
3000 Old Long Creek	1998	Long Creek WWTP	3	MNC	4882	571,772	412,687	984,459	117.12
3000 Old Long Creek	1968	Old Chemical Feed Bldg	3	FR	497	58,510	20,897	79,407	117.73
3000 Old Long Creek	1998	Chlorine Bldg	3	FR	2220	261,541	93,434	354,975	117.81
3000 Old Long Creek	1998	Filter Tank	3	FR	10191	1,516,731	428,989	1,945,720	148.83
3000 Old Long Creek	1998	Digester Bldg	3	FR	29085	4,573,345	1,468,802	6,042,147	157.24
3000 Old Long Creek	1968	Old Generator Bldg #1	3	FR	320	51,522	38,293	89,815	161.01
3000 Old Long Creek	1968	Old Generator Bldg # 2	3	FR	320	51,522	38,293	89,815	161.01
3000 Old Long Creek	1998	New blower Bldg	3	FR	3330	536,864	199,888	736,752	161.22
3000 Old Long Creek	1967	Old Blower Bldg	3	FR	5052	814,589	303,279	1,117,868	161.24
3000 Old Long Creek	1998	Filter Control Bldg	3	FR	1080	174,152	64,879	239,031	161.25
3000 Old Long Creek	1998	DAF Control Bldg	3	FR	960	154,837	57,658	212,495	161.29
3000 Old Long Creek	1968	Raw Sludge Pump Bldg	3	FR	1320	216,329	292,885	509,214	163.89
3000 Old Long Creek	1968	Activated Sludge Pump Station	3	FR	960	157,367	213,017	370,384	163.92
3000 Old Long Creek	1998	Intermediate Lift Station	3	FR	2558	666,614		666,614	260.60
3000 Old Long Creek	1998	Main Lift Station	3	FR	11887	3,621,253		3,621,253	304.64
303-1 Maymont Dr Cramerton		Berry Mtn Pump Station	5	NC	360	109,900	60,900	170,800	305.28
313 North Falls St	1925	Chlorine Bldg	3	FR	564	73,398	1,200,000	1,273,398	130.14
313 North Falls St	1925	WTP-Filter Bldg	3	FR	67249	18,973,328	6,067,877	25,041,205	282.14
313 North Falls St	2006	Fencing	3	NC		42,242		42,242	N/A
313 North Falls St	1980	S. Clearwell	3	FR		1,290,897		1,290,897	N/A
313 North Falls St	1925	N Clearwell	3	FR		1,290,897		1,290,897	N/A
3175 Duke St	1956	Industrial Chemist Bldg	3	FR	4224	430,313	19,831	450,144	101.87
3175 Duke St	1959	Sewer Lift Catawba Creek	3	FR	8483	2,436,657		2,436,657	287.24
3175 Duke Street	2002	Bathroom	3	Frame	480	15,400		15,400	32.08
3189 Duke St	1956	Lift Station	3	FR		32,525		32,525	N/A
325 Beacon Hills Dr	1993	Lift Station	3	NC		27,498		27,498	N/A
3418 Shady Cove Ct	1993	Timberlake I	5	NC			90,800	90,800	N/A
380 Eastwood Dr	2001	Belmont Flow Meter	5	NC			8,000	8,000	N/A
400 Mt Island Ln, Mt Holly-Samuel W	1992	Raw Water Pump Station	3	FR	26258	8,489,182	1,800,000	10,289,182	323.30
409-1 Armstrong Dr	1974	Lakewood II	5	NC			32,000	32,000	N/A
4253-1 S. New Hope Rd	2001	Lineberger III	5	NC			33,300	33,300	N/A

438 E Long Ave	1970	Pump Station	3	NC		17,849		17,849	N/A
439 Beech St	1980	Pump Station	3	NC		15,999		15,999	N/A
4480 Huntington Dr	1956	Lift Station	3	NC		31,731		31,731	N/A
453 Linsbury Crt	2003	Pump Station	3	Frame		92,730		92,730	N/A
502 Belfast Dr	1974	Pump House	3	JM	96	36,161		36,161	376.68
522-1 Newport Landing Way	2004	Newport Landing	5	NC			64,000	64,000	N/A
524 Dallas Spencer Mt. Hwy	1954	Well House	3	JM	56	16,962		16,962	302.89
524 Dallas Spencer Mt. Hwy	1954	Pump Station	3	FR	1296	584,533	300,000	884,533	451.03
524 Dallas Spencer Mt. Hwy	1972	Pump Station	3	FR	980	783,776	800,000	1,583,776	799.77
540 N Broad St	1968	Cemetery Storage 2	3	Frame	413	22,302	5,000	27,302	54.00
540 N Broad St	1968	Cemetery Storage	3	JM	1314	70,960	30,100	101,060	54.00
540 N Broad St	1968	Cemetery Office	3	JM	462	46,200	2,700	48,900	100.00
540 N Broad St		Cemetery Fencing	3	NC		42,613		42,613	N/A
5642 S York Hwy	1989	Utilities bldg	3	FR	3449	164,955	35,776	200,731	47.83
5642 S York Hwy	1989	Diversion Structure	3	FR	604	63,621	29,103	92,724	105.33
5642 S York Hwy	1989	Chlorine Contact Chamber	3	FR	4034	425,252	24,726	449,978	105.42
5642 S York Hwy	1989	Final Clarifier	3	FR	9503	1,060,782	275,161	1,335,943	111.63
5642 S York Hwy	1989	Final Clarifier 2	3	FR	9503	1,060,782	275,161	1,335,943	111.63
5642 S York Hwy	1989	Aeration Tank	3	FR	29648	3,309,619	534,896	3,844,515	111.63
5642 S York Hwy	1989	Primary Clarifier #1	3	FR	5027	561,191	362,250	923,441	111.64
5642 S York Hwy	1989	Primary Clarifier #2	3	FR	5027	561,191	362,250	923,441	111.64
5642 S York Hwy	1989	Solids Contact Reactor	3	FR	531	60,557	15,427	75,984	114.04
5642 S York Hwy	1989	DAF Tank	3	FR	4567	531,881	361,375	893,256	116.46
5642 S York Hwy	1989	Admin/lab Bldg	3	FR	3586	418,048	303,170	721,218	116.58
5642 S York Hwy	1989	Chemical Feed Bldg & Tanks	3	FR	600	70,609	25,273	95,882	117.68
5642 S York Hwy	1998	Digester Bldg	3	FR	21227	3,163,519	1,341,123	4,504,642	149.03
5642 S York Hwy	1989	Raw Sludge Pump Bldg	3	FR	1532	239,934	276,146	516,080	156.61
5642 S York Hwy	1989	Blower Bldg	3	FR	4533	730,854	272,098	1,002,952	161.23
5642 S York Hwy	1989	Belt Press Bldg	3	FR	1431	257,365	164,112	421,477	179.85
5642 S York Hwy	1992	WWTP-Preliminary treat.plant	3	FR	9657	1,938,881	631,722	2,570,603	200.77
5642 S York Hwy	1989	Return Sludge Pump Staton	3	FR	1989	405,884	404,810	810,694	204.06
5642 S York Hwy	1989	Pump Station Solids Contact	3	FR	160	35,670	18,271	53,941	222.94
5642 S York Hwy		Fencing	3	FR		10,943		10,943	N/A
5642 S York Hwy	1989	Polishing Pond # 1	3	FR		117,603		117,603	N/A
5642 S York Hwy	1989	Polishing Pond #2	3	FR		117,603		117,603	N/A
5642 S York Hwy		Oxic Recirculation Pump	3	NC			211,758	211,758	N/A
5642 S York Rd.	2008	ChemScan Bldg	3	Frame	144	5,000	120,000	125,000	34.72
5642 S York Rd.	2007	Lab Annex Bldg	3	Frame	576	20,000	50,000	70,000	34.72
661 Eagle Road, Belmont		Maintenance Shop	3	NC	1134	11,000	30,000	41,000	9.70
661 Eagle Road, Belmont	2007	Chemical Feed Building	3	NC	2400	25,000	400,000	425,000	10.42
661 Eagle Road, Belmont	2007	Motor Control Center & Gener	3	NC	390	5,000	1,500,000	1,505,000	12.82
661 Eagle Road, Belmont		2 Clarifiers					1,950,000	1,950,000	N/A
661 Eagle Road, Belmont		RAS Pump Station					300,000	300,000	N/A

661 Eagle Road, Belmont		WAS Pump Station					300,000	300,000	N/A	
661 Eagle Road, Belmont		Aeration Basin					2,000,000	2,000,000	N/A	
661 Eagle Road, Belmont		Chlorine Contact Chamber					400,000	400,000	N/A	
661 Eagle Road, Belmont		Filter Screen & Compacter					200,000	200,000	N/A	
7174-1 Marlin St	2001	Lineberger I	5	NC			31,800	31,800	N/A	
718 Archie Whitesides Rd	1997	Pump Station	3	NC		33,321	80,000	113,321	N/A	
7228-1 Pompano Place	2001	Lineberger II	5	NC			31,800	31,800	N/A	
902 W 5th Ave	1929	Water Tower	3	NC		1,686,469		1,686,469	N/A	
980 Plantation Trail	1995	Pump Station	3	NC		33,846		33,846	N/A	
Jenkins Diary Rd	1970	Water Tower	3	NC		1,503,651		1,503,651	N/A	
Union Rd	1980	Pump Station	3	JM	480	219,509	400,000	619,509	457.31	
Union Rd	1980	Booster Pump Station	3	JM		54,684	100,000	154,684	N/A	
Union Rd	1976	Ground Water Tank	3	FR		2,750,000		2,750,000	N/A	
1380 N Broad St	1981	Warehouse	3	MNC	10446	684,022	965,154	1,649,176	65.48	
2000 Hudson Blvd.	1976	Fire Station 5	3	MNC	5981	894,770	238,876	1,133,646	149.60	
260 N Myrtle School Rd	2003	Fire Station 1	3	MNC	24995	3,739,178	536,595	4,275,773	149.60	
3811 Gaston Day School Rd	1991	Fire Station 7	3	JM	5848	925,830	241,536	1,167,366	158.32	
510 New Way Rd	1989	Fire Station 2	3	JM	5848	925,830	241,536	1,167,366	158.32	
613 Carson Rd	2002	Fire Station 8	3	JM	12667	1,866,557	398,804	2,265,361	147.36	
613 Carson Rd		Base Stations, Towers, Remote	3	NC			21,670	21,670	N/A	
717 Wellons Dr	2002	Fire Station 3	3	JM	11300	1,866,622	370,506	2,237,128	165.19	
900 Armstrong Park Rd	2002	Fire Station 4	3	JM	12667	1,866,622	370,506	2,237,128	147.36	
1670 Tulip Dr	1970	Training Center	3	Frame	1040	78,214		78,214	75.21	
200 E Long Ave	1997	Long Term Storage	3	MNC	4233	234,733	661	235,394	55.45	
200 E Long Ave	1997	Radio Tower Bldg	3	JM	360	26,007	198,321	224,328	72.24	
200 E Long Ave	2001	Radio Tower Bldg addition	3	JM	450	34,929	64,306	99,235	77.62	
200 E Long Ave	1997	Police Station	3	MNC	65776	10,903,872	5,715,885	16,619,757	165.77	
200 E. Long Ave.	2012	Police Memorial		Brick		200,000		200,000	N/A	
2020 Pat Boyd Rd	1992	Blue Room-Firing Range	3	NC	708	42,582	6,412	48,994	60.14	
2020 Pat Boyd Rd	1980	Office-Firing Range	3	JM	950	84,234	10,578	94,812	88.67	
2020 Pat Boyd Rd	1980	Observation tower -Firing rang	3	Frame	64	6,613		6,613	103.33	
150 S York St	1911	Garland Muni Center	3	NC	38159	7,232,693	1,611,495	8,844,188	189.54	
150 S York St		Decorative street lights	3	NC		49,786		49,786	N/A	
181 S. St	1926	City Hall	3	MNC	28381	4,979,330	579,534	5,558,864	175.45	
111 N. South Street	2005	Pavillion	3	Frame		365,727		365,727	N/A	
147 W. Main Ave	2010	Sculpture at Temporary Park		Aluminum		20,000		20,000	N/A	
1009 Westbrook Circle	2006	Vacant House		Frame	1308	90,000	0	90,000	68.81	Added 8/29/12
111 W. Main Ave	2010	Water Fountaina and Brick Sculpture at Park				195,000		195,000	N/A	
1416 E Garrison Blvd	1970	Rental House	3	Frame	1579	150,296		150,296	95.18	
1436 Logan Patrick Ct	2007	Vacant Dwelling	3	Frame	1661	102,000		102,000	61.41	
1508 N. Weldon Street	1965	Vacant - CD		Frame	1258	76,000	0	76,000	60.41	Added 6/20/12
2259 Winterfield Dr	1987	Vacant Dwelling	3	Frame	1456	133,339		133,339	91.58	
434 E. Long Ave	1994	Farmers Market	3	NC	10500	329,731	3,035	332,766	31.40	

434 E. Long Ave	2011	Gates	3	NC		1,398		1,398	N/A	
517 N Marietta Street	2014	Residence		Frame	1211	90,425	0	90,425	74.67	Added 9/15/14
608 N York Street	1910	Vacant Dwelling	3	Frame	961	45,376		45,376	47.22	
							65,346,189	269,105,475		
								334,451,664		

INSURED SIGNATURE:

Description	IM Item Value	Classification Type
Computer Equipment & Media	**$6,855,478.00**	**Computer Equipment & Media**

Inland Marine-Fine Arts

Description	IM Item Value	Classification Type	
Henry Hall - Northeast	$180,000.00	Fine Arts - Other	
Henry Hall - Southeast	$180,000.00	Fine Arts - Other	
Henry Hall - Northwest Coast	$180,000.00	Fine Arts - Other	
Long Hall - Flowers @ Fingerti	$4,000.00	Fine Arts - Other	
Long Hall - Covered Wagon	$3,000.00	Fine Arts - Other	
Long Hall - Topical Display	$18,000.00	Fine Arts - Other	
Lobby - T-Rex Cast	$125,000.00	Fine Arts - Other	Updated 3/2/12
Lobby - Gastonia Burgerii Cast	$5,000.00	Fine Arts - Other	
Lobby Thematic Displays	$16,000.00	Fine Arts - Other	
Lobb - Bobcat	$3,000.00	Fine Arts - Other	
Planetarium - Alwin W. Clarke	$28,000.00	Fine Arts - Other	Updated 3/2/12
Ethnology - 700 Artifacts	$161,758.00	Fine Arts - Other	
Ethnology - 354 Pieces	$67,967.00	Fine Arts - Other	
Archaeology - 33,998 Artifacts	$762,571.00	Fine Arts - Other	
Entomology - 35165 Specimens	$154,346.00	Fine Arts - Other	
Mycology - 1758 Specimins	$12,990.00	Fine Arts - Other	
Vertebrate - 608 Specimens	$218,586.00	Fine Arts - Other	
Verte/Bird Eggs - 905 Specimens	$102,897.00	Fine Arts - Other	
Invertebrate - 503 Specimens	$3,365.00	Fine Arts - Other	
Paleontology - Invertebrate	$5,181.00	Fine Arts - Other	
Paleontology - 151 Specimens	$64,427.00	Fine Arts - Other	
Paleontology/Paleobotany	$1,590.00	Fine Arts - Other	
Minerals - 602 Specimens	$77,061.00	Fine Arts - Other	
Natural History of Art - 1061Pl	$31,585.00	Fine Arts - Other	
NC Hall - Cave	$85,000.00	Fine Arts - Other	
NC Hall - Mountains	$85,000.00	Fine Arts - Other	
N American Hab - Everglades	$200,000.00	Fine Arts - Other	
N American Hab - Arctic Tundra	$200,000.00	Fine Arts - Other	
N American Hab - Sonoran Desert	$200,000.00	Fine Arts - Other	
N American Wild - SE Perc Bird	$1,000.00	Fine Arts - Other	
N American Wild - Fungi	$9,000.00	Fine Arts - Other	
N American Wild - Live Fish, T	$3,000.00	Fine Arts - Other	
N American Wild - Snakes	$20,000.00	Fine Arts - Other	
N American Wild - insect	$30,000.00	Fine Arts - Other	
N American Wild - Mammals	$720,000.00	Fine Arts - Other	
Hall E&M - Paleont. Dig Site	$4,000.00	Fine Arts - Other	
Hall E&M - Paleozoic Seas	$160,000.00	Fine Arts - Other	
Hall E&M - Disc Drawers	$2,700.00	Fine Arts - Other	
Hall E&M - Australo - Lucy	$25,000.00	Fine Arts - Other	
Hall E&M - Mesozoic Swamp	$50,000.00	Fine Arts - Other	
Hall E&M - Paleont. Models	$210,000.00	Fine Arts - Other	
Hall E&M - Human Evolution	$150,000.00	Fine Arts - Other	

Description	IM Item Value	Classification Type
Hall E&M - Human Evol. Casts	$20,000.00	Fine Arts - Other
Hall E&M - Plate Tectonics	$7,500.00	Fine Arts - Other
Hall E&M - Volcano	$5,000.00	Fine Arts - Other
Hall E&M - Saber Tooth Cat	$3,000.00	Fine Arts - Other
Hall E&M - Musk Ox	$3,000.00	Fine Arts - Other
Hall E&M - Mastodon	$10,000.00	Fine Arts - Other
Hall E&M - Gold	$3,000.00	Fine Arts - Other
Hall E&M - Foote Mine	$3,000.00	Fine Arts - Other
Hall E&M - Crystal Cave	$15,000.00	Fine Arts - Other
Hall E&M - Mineralogy	$7,500.00	Fine Arts - Other
Minature Train @ Lineberger Park	$60,000.00	Fine Arts - Other
NC Hall - Coastline	$85,000.00	Fine Arts - Other
NC Hall - Coastal Plain	$85,000.00	Fine Arts - Other
NC Hall - Sandhills	$85,000.00	Fine Arts - Other
NC Hall - Piedmont	$85,000.00	Fine Arts - Other
Hall E&M - Pleistocene	$40,000.00	Fine Arts - Other
Henry Hall - Southwest	$180,000.00	Fine Arts - Other
Henry Hall - Plains	$180,000.00	Fine Arts - Other
	$5,438,024.00	

Risk Manager

Policy Loss Analysis Summary By Line of Business
For All Locations

Insured: GASTONIA, City of
Loss Period: 07/01/2010 to 01/30/2017
Line(s) of Business: < All >
Producer: 1000758
Policy Number: 791000332-0000

Valuation: 01/30/2017
Claim Status: Open and Closed
Incidents: Include
SIC Code: 9199 000
Policy Term: 07/01/2010 - 07/01/2011

Line of Business: Property

Claim/Suffix	Suffix Status	Claimant	Loss Rsv $	Loss Paid $	Alloc Exp Rsv $	Exp Pd $	Subro/ Salvge $	Subtotal $	Ded Amt Rcvd $	Total $
AA-827729 01	Closed	City of Gastonia,	0	256,964	0	0	0	**256,964**	0	**256,964**
Type of Loss:	Extended Coverage - Building									
		Claim Totals:	**0**	**256,964**	**0**	**0**	**0**	**256,964**	**0**	**256,964**
Loss Date: 04/09/2011 Date Reported: 04/25/2011 Claim Status: Closed										
Accident Location: Gastonia, NC										
Cause of Accident: Extended Coverage And Related - Hail - On Premises										
Claim Description: Flooding to basement at City Hall and hail damage to Municipal Airport.										
AA-828284 01	Closed	City of Gastonia,	0	0	0	0	0	**0**	0	**0**
Type of Loss:	Extended Coverage - Building									
		Claim Totals:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
Loss Date: 04/04/2011 Date Reported: 04/27/2011 Claim Status: Closed										
Accident Location: Gastonia, NC										
Cause of Accident: Extended Coverage And Related - Windstorm - On Premises										
Claim Description: hail damage to Mast Arm owned by the city										
Totals for Property			**0**	**256,964**	**0**	**0**	**0**	**256,964**	**0**	**256,964**

2 (Claims)

Policy Loss Analysis Summary By Line of Business
For All Locations

Insured: GASTONIA, City of
Loss Period: 07/01/2010 to 01/30/2017
Line(s) of Business: < All >
Producer: 1000758

Valuation: 01/30/2017
Claim Status: Open and Closed
Incidents: Include
SIC Code: 9199 000

	Total Claims	Loss Rsv $	Loss Paid $	Alloc Exp Rsv $	Exp Pd $	Subro/ Salvge $	Subtotal $	Ded Amt Rcvd $	Total $
Totals for Policy 791000332-0000	**2**	**0**	**256,964**	**0**	**0**	**0**	**256,964**	**0**	**256,964**

Policy Loss Analysis Summary By Line of Business
For All Locations

Insured: GASTONIA, City of
Loss Period: 07/01/2010 to 01/30/2017
Line(s) of Business: < All >
Producer: 1000758
Policy Number: 791000332-0001

Valuation: 01/30/2017
Claim Status: Open and Closed
Incidents: Include
SIC Code: 9199 000
Policy Term: 07/01/2011 - 07/01/2012

NO CLAIMS ON FILE

Policy Loss Analysis Summary By Line of Business
For All Locations

Insured: GASTONIA, City of
Loss Period: 07/01/2010 to 01/30/2017
Line(s) of Business: < All >
Producer: 1000758
Policy Number: 791000332-0002

Valuation: 01/30/2017
Claim Status: Open and Closed
Incidents: Include
SIC Code: 9199 000
Policy Term: 07/01/2012 - 07/01/2013

Line of Business: Property

Claim/Suffix	Suffix Status	Claimant	Loss Rsv $	Loss Paid $	Alloc Exp Rsv $	Exp Pd $	Subro/ Salvge $	Subtotal $	Ded Amt Rcvd $	Total $
AB-040686 01	Closed	City of Gastonia,	0	0	0	0	0	**0**	0	**0**
Type of Loss:	Extended Coverage - Building									
		Claim Totals:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Loss Date: 03/05/2013 Date Reported: 06/28/2013 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Crime Related Loss - Other Theft - On Premises
Claim Description: Insd had air conditioner stolen from top of building.

Totals for Property			**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

1 (Claims)

Policy Loss Analysis Summary By Line of Business
For All Locations

Insured: GASTONIA, City of
Loss Period: 07/01/2010 to 01/30/2017
Line(s) of Business: < All >
Producer: 1000758

Valuation: 01/30/2017
Claim Status: Open and Closed
Incidents: Include
SIC Code: 9199 000

	Total Claims	Loss Rsv $	Loss Paid $	Alloc Exp Rsv $	Exp Pd $	Subro/ Salvge $	Subtotal $	Ded Amt Rcvd $	Total $
Totals for Policy 791000332-0002	1	0	0	0	0	0	0	0	0

Policy Loss Analysis Summary By Line of Business
For All Locations

Insured: GASTONIA, City of
Loss Period: 07/01/2010 to 01/30/2017
Line(s) of Business: < All >
Producer: 1000758
Policy Number: 791000333-0000

Valuation: 01/30/2017
Claim Status: Open and Closed
Incidents: Include
SIC Code: 9199 000
Policy Term: 07/01/2010 - 07/01/2011

Line of Business: Automobile

Claim/Suffix	Suffix Status	Claimant	Loss Rsv $	Loss Paid $	Alloc Exp Rsv $	Exp Pd $	Subro/ Salvge $	Subtotal $	Ded Amt Rcvd $	Total $
AA-740661 01	Closed	Thomas, Bill	0	4,842	0	0	0	**4,842**	-4,842	**0**
Type of Loss:	APD									
AA-740661 02	Closed	CITY OF GASTONIA,	0	0	0	0	0	**0**	0	**0**
Type of Loss:	Collision									
AA-740661 03	Closed	Thomas, Bill	0	1,858	0	0	0	**1,858**	-1,858	**0**
Type of Loss:	ABI									
		Claim Totals:	**0**	**6,700**	**0**	**0**	**0**	**6,700**	**-6,700**	**0**

Loss Date: 07/14/2010 Date Reported: 07/17/2010 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Struck Other Vehicle Ahead - Bus--Insured Owner - Our Insured--At Fault
Claim Description: IV (BUS) REAREND CV CV STOPPED FOR TRAFFIC AH EAD OF HIM WHILE TURNING RIGHT
Driver: Goodson , Albert

AA-741372 01	Closed	Capps, Todd	0	0	0	0	0	**0**	0	**0**
Type of Loss:	APD									
		Claim Totals:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Loss Date: 07/19/2010 Date Reported: 07/20/2010 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Struck Object Other Than Pedestrian Or Vehicle - Truck--Straight Pickup--Insured Owner - Our Insured--Not At Fault
Claim Description: Claimant alleges IV struck their tree
Driver: DRIVER , UNKNOWN

AA-746129 01	Closed	CITY OF GASTONIA,	0	0	0	0	0	**0**	0	**0**
Type of Loss:	Collision									
AA-746129 02	Closed	Sellers, Joy	0	1,102	0	0	0	**1,102**	-1,102	**0**
Type of Loss:	APD									

Policy Loss Analysis Summary By Line of Business
For All Locations

Insured: GASTONIA, City of
Loss Period: 07/01/2010 to 01/30/2017
Line(s) of Business: < All >
Producer: 1000758
Policy Number: 791000333-0000

Valuation: 01/30/2017
Claim Status: Open and Closed
Incidents: Include
SIC Code: 9199 000
Policy Term: 07/01/2010 - 07/01/2011

Line of Business: Automobile

Claim/Suffix	Suffix Status	Claimant	Loss Rsv $	Loss Paid $	Alloc Exp Rsv $	Exp Pd $	Subro/ Salvge $	Subtotal $	Ded Amt Rcvd $	Total $
		Claim Totals:	**0**	**1,102**	**0**	**0**	**0**	**1,102**	**-1,102**	**0**

Loss Date: 07/24/2010 Date Reported: 08/03/2010 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Was Involved In An Intersection Accident - Auto (Passenger Type)--Insured Owner - Our Insured--At Fault
Claim Description: IV STOPPED AT STOP SIGN, PROCEEDING STRAIGHT AND STRUCK OV TURNING LEFT IN FRONT OF IV
Driver: DRIVER , UNKNOWN

AA-751431 01	Closed	CITY OF GASTONIA,	0	0	0	0	0	**0**	0	**0**
Type of Loss:	Collision									
AA-751431 02	Closed	Banks, Thomas Eugene	0	713	0	0	0	**713**	-713	**0**
Type of Loss:	APD									
		Claim Totals:	**0**	**713**	**0**	**0**	**0**	**713**	**-713**	**0**

Loss Date: 08/16/2010 Date Reported: 08/19/2010 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Backed Into Other Vehicle - Auto (Passenger Type)--Insured Owner - Our Insured--At Fault
Claim Description: IV BACKING AND BUMPED PARKED OV
Driver: DRIVER , UNKNOWN

AA-755601 02	Closed	Smith, Brenda	0	1,332	0	0	0	**1,332**	-1,332	**0**
Type of Loss:	APD									
		Claim Totals:	**0**	**1,332**	**0**	**0**	**0**	**1,332**	**-1,332**	**0**

Loss Date: 07/19/2010 Date Reported: 09/01/2010 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Was Passing Other Vehicle - Truck--Straight Pickup--Insured Owner - Our Insured--At Fault
Claim Description: IV STRUCK OV, IV CITED FOR UNLAWFUL MOVEMENT
Driver: DRIVER , UNKNOWN

Policy Loss Analysis Summary By Line of Business
For All Locations

Insured: GASTONIA, City of
Loss Period: 07/01/2010 to 01/30/2017
Line(s) of Business: < All >
Producer: 1000758
Policy Number: 791000333-0000

Valuation: 01/30/2017
Claim Status: Open and Closed
Incidents: Include
SIC Code: 9199 000
Policy Term: 07/01/2010 - 07/01/2011

Line of Business: Automobile

Claim/Suffix	Suffix Status	Claimant	Loss Rsv $	Loss Paid $	Alloc Exp Rsv $	Exp Pd $	Subro/ Salvge $	Subtotal $	Ded Amt Rcvd $	Total $
AA-757538 01	Closed	Gilbert, Rudy	0	1,997	0	0	0	**1,997**	-1,997	**0**
Type of Loss:	APD									
AA-757538 02	Closed	Gilbert, Rudy	0	0	0	0	0	**0**	0	**0**
Type of Loss:	ABI									
AA-757538 03	Closed	Gilbert, Jeffrey	0	1,668	0	0	0	**1,668**	-1,668	**0**
Type of Loss:	ABI									
		Claim Totals:	**0**	**3,665**	**0**	**0**	**0**	**3,665**	**-3,665**	**0**

Loss Date: 09/03/2010 Date Reported: 09/09/2010 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Collided With Oncoming Vehicle - Truck--Straight Pickup--Insured Owner - Our Insured--At Fault
Claim Description: Claimant alleges IV turned left in front of OV causing collision
Driver: DRIVER , UNKNOWN

AA-758810 01	Closed	CITY OF GASTONIA,	0	0	0	0	0	**0**	0	**0**
Type of Loss:	Collision									
AA-758810 02	Closed	Moore Jr, James	0	0	0	0	0	**0**	0	**0**
Type of Loss:	APD									
		Claim Totals:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Loss Date: 09/10/2010 Date Reported: 09/13/2010 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Was Passing Other Vehicle - Auto (Passenger Type)--Insured Owner - Our Insured--At Fault
Claim Description: OV in left lane , IV in right lane. IV changing lanes struck pass side of OV.
Driver: Smith Jr , Paul

AA-759842 01	Closed	Harris, Crystal	0	564	0	0	0	**564**	-564	**0**
Type of Loss:	APD									

Policy Loss Analysis Summary By Line of Business
For All Locations

Insured: GASTONIA, City of
Loss Period: 07/01/2010 to 01/30/2017
Line(s) of Business: < All >
Producer: 1000758
Policy Number: 791000333-0000

Valuation: 01/30/2017
Claim Status: Open and Closed
Incidents: Include
SIC Code: 9199 000
Policy Term: 07/01/2010 - 07/01/2011

Line of Business: Automobile

Claim/Suffix	Suffix Status	Claimant	Loss Rsv $	Loss Paid $	Alloc Exp Rsv $	Exp Pd $	Subro/ Salvge $	Subtotal $	Ded Amt Rcvd $	Total $
		Claim Totals:	**0**	**564**	**0**	**0**	**0**	**564**	**-564**	**0**
Loss Date: 09/10/2010 Date Reported: 09/16/2010 Claim Status: Closed										
Accident Location: Gastonia, NC										
Cause of Accident: Any Other - Truck--Straight Pickup--Insured Owner - Our Insured--At Fault										
Claim Description: IV UTILITY TRAILER CAME OPEN, MADE CONTACT WITH OV, OV HAS SCRAPE ON FRONT										
Driver: DRIVER , UNKNOWN										
AA-763002 01	Closed	CITY OF GASTONIA,	0	0	0	0	0	**0**	0	**0**
Type of Loss: Collision										
AA-763002 02	Closed	McMiller, Gwenda Fay	0	259	0	0	0	**259**	-259	**0**
Type of Loss: APD										
		Claim Totals:	**0**	**259**	**0**	**0**	**0**	**259**	**-259**	**0**
Loss Date: 09/07/2010 Date Reported: 09/27/2010 Claim Status: Closed										
Accident Location: Gastonia, NC										
Cause of Accident: Was Involved In An Intersection Accident - Bus--Insured Owner - Our Insured--At Fault										
Claim Description: IV MAKING A LEFT TURN/OV TURNED ON STREET INSD TURNED ONTO/ VEHICLES COLLIDED - SEE ATTACHED P										
Driver: Pruitt , Harold										
AA-767841 01	Closed	CITY OF GASTONIA,	0	0	0	0	0	**0**	0	**0**
Type of Loss: Collision										
AA-767841 02	Closed	Sadler, Lafayette	0	0	0	0	0	**0**	0	**0**
Type of Loss: APD										
AA-767841 03	Closed	Sadler, Lafayette	0	0	0	0	0	**0**	0	**0**
Type of Loss: ABI										

Policy Loss Analysis Summary By Line of Business
For All Locations

Insured: GASTONIA, City of
Loss Period: 07/01/2010 to 01/30/2017
Line(s) of Business: < All >
Producer: 1000758
Policy Number: 791000333-0000

Valuation: 01/30/2017
Claim Status: Open and Closed
Incidents: Include
SIC Code: 9199 000
Policy Term: 07/01/2010 - 07/01/2011

Line of Business: Automobile

Claim/Suffix	Suffix Status	Claimant	Loss Rsv $	Loss Paid $	Alloc Exp Rsv $	Exp Pd $	Subro/ Salvge $	Subtotal $	Ded Amt Rcvd $	Total $
		Claim Totals:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
Loss Date: 10/07/2010 Date Reported: 10/12/2010 Claim Status: Closed										
Accident Location: Gastonia, NC										
Cause of Accident: Was Passing Other Vehicle - Auto (Passenger Type)--Insured Owner - Our Insured--Not At Fault										
Claim Description: DRIVER VS DRIVER S/S										
Driver: Sadler , Lafayette										
AA-771796 01	Closed	Christenbury, Amanda	0	3,292	0	0	0	**3,292**	-3,292	**0**
Type of Loss:	APD									
AA-771796 02	Closed	Mayberry, Christina	0	6,000	0	0	0	**6,000**	-6,000	**0**
Type of Loss:	ABI									
AA-771796 03	Closed	Brewer, Jessup	0	9,500	0	0	0	**9,500**	-9,500	**0**
Type of Loss:	ABI									
AA-771796 04	Closed	Christenbury, Amanda	0	8,000	0	0	0	**8,000**	-8,000	**0**
Type of Loss:	ABI									
		Claim Totals:	**0**	**26,792**	**0**	**0**	**0**	**26,792**	**-26,792**	**0**
Loss Date: 10/21/2010 Date Reported: 10/22/2010 Claim Status: Closed										
Accident Location: Gastonia, NC										
Cause of Accident: Struck Other Vehicle Ahead - Truck--Straight Pickup--Insured Owner - Our Insured--At Fault										
Claim Description: Clmt Amanda Christenbverry - clmt called and stated she was in an accident with IV/claims IV c										
Driver: DRIVER , UNKNOWN										
AA-772196 00	Closed	,	0	0	0	0	0	**0**	0	**0**
Type of Loss:	Auto Bodily Injury									
AA-772196 01	Closed	CITY OF GASTONIA,	0	0	0	0	0	**0**	0	**0**
Type of Loss:	Collision									
AA-772196 02	Closed	McConnaughey, Lonell	0	2,090	0	0	0	**2,090**	-2,050	**40**
Type of Loss:	APD									
AA-772196 03	Closed	McConnaughey, Billie	0	30,000	0	1,335	0	**31,335**	-22,950	**8,385**
Type of Loss:	ABI									

Policy Loss Analysis Summary By Line of Business
For All Locations

Insured: GASTONIA, City of
Loss Period: 07/01/2010 to 01/30/2017
Line(s) of Business: < All >
Producer: 1000758
Policy Number: 791000333-0000

Valuation: 01/30/2017
Claim Status: Open and Closed
Incidents: Include
SIC Code: 9199 000
Policy Term: 07/01/2010 - 07/01/2011

Line of Business: Automobile

Claim/Suffix	Suffix Status	Claimant	Loss Rsv $	Loss Paid $	Alloc Exp Rsv $	Exp Pd $	Subro/ Salvge $	Subtotal $	Ded Amt Rcvd $	Total $
		Claim Totals:	**0**	**32,090**	**0**	**1,335**	**0**	**33,425**	**-25,000**	**8,425**
Loss Date: 10/10/2010 Date Reported: 10/25/2010 Claim Status: Closed Accident Location: Gastonia, NC Cause of Accident: Struck Other Vehicle Ahead - Auto (Passenger Type)--Insured Owner - Our Insured--At Fault Claim Description: IV RESPONDING TO CAR, OV STOPPED AND IV SWERVED TO AVOID OV BUT STILL STRUCK OV Driver: DRIVER , UNKNOWN										
AA-775411 02	Closed	Young, Venita	0	0	0	0	0	**0**	0	**0**
Type of Loss: ABI										
		Claim Totals:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
Loss Date: 10/22/2010 Date Reported: 11/03/2010 Claim Status: Closed Accident Location: Gastonia, NC Cause of Accident: Was Involved In An Intersection Accident - Bus--Insured Owner - Our Insured--Not At Fault Claim Description: OV WAS BLINDED BY THE SUNLIGHT AND ATTEMPTED TO PULL INTO THE LANE OF TRAVEL AND COLLIED WITH Driver: Barnes Jr , Glenn										
AA-776132 01	Closed	Gunn, Robbie	0	0	0	0	0	**0**	0	**0**
Type of Loss: APD										
		Claim Totals:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
Loss Date: 10/27/2010 Date Reported: 11/05/2010 Claim Status: Closed Accident Location: Gastonia, NC Cause of Accident: Was Passing Other Vehicle - Auto (Passenger Type)--Insured Owner - Our Insured--At Fault Claim Description: OV was stopped at a red light in the n/b left turning lane, IV was traveling n/b in the left l Driver: Clinton Jr , Clarence										
AA-776607 01	Closed	McCleave, Joanne	0	0	0	0	0	**0**	0	**0**
Type of Loss: ABI										

Policy Loss Analysis Summary By Line of Business
For All Locations

Insured: GASTONIA, City of
Loss Period: 07/01/2010 to 01/30/2017
Line(s) of Business: < All >
Producer: 1000758
Policy Number: 791000333-0000

Valuation: 01/30/2017
Claim Status: Open and Closed
Incidents: Include
SIC Code: 9199 000
Policy Term: 07/01/2010 - 07/01/2011

Line of Business: Automobile

Claim/Suffix	Suffix Status	Claimant	Loss Rsv $	Loss Paid $	Alloc Exp Rsv $	Exp Pd $	Subro/ Salvge $	Subtotal $	Ded Amt Rcvd $	Total $
		Claim Totals:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
Loss Date: 11/04/2010 Date Reported: 11/08/2010 Claim Status: Closed										
Accident Location: Gastonia, NC										
Cause of Accident: Any Other - Bus--Insured Owner - Our Insured--Not At Fault										
Claim Description: Claimant states she fell out of her seat when she leaned over to pick something up as bus driv										
Driver: DRIVER , UNKNOWN										
AA-777147 01	Closed	Crane, Jeane Anne	0	3,821	0	0	0	**3,821**	-3,821	**0**
Type of Loss: APD										
AA-777147 02	Closed	Crane, Jeane Anne	0	0	0	0	0	**0**	0	**0**
Type of Loss: ABI										
		Claim Totals:	**0**	**3,821**	**0**	**0**	**0**	**3,821**	**-3,821**	**0**
Loss Date: 11/09/2010 Date Reported: 11/09/2010 Claim Status: Closed										
Accident Location: Gastonia, NC										
Cause of Accident: Was Being Passed By Other Vehicle - Truck--Straight Pickup--Insured Owner - Our Insured--At Fault										
Claim Description: Clmt stated as sanitation truck had stopped to pick up trash she attempted to pass him and he										
Driver: Crane , Jeane Anne										
AA-779333 01	Closed	Shoutd, Doug	0	0	0	0	0	**0**	0	**0**
Type of Loss: APD										
		Claim Totals:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
Loss Date: 11/15/2010 Date Reported: 11/16/2010 Claim Status: Closed										
Accident Location: Gastonia, NC										
Cause of Accident: Collided With Oncoming Vehicle - Bus--Insured Owner - Our Insured--Not At Fault										
Claim Description: Clmt alleges IVD making a left turn and hit his vehicle, states he jerked car to avoid contact										
Driver: Shoutd , Doug										

Policy Loss Analysis Summary By Line of Business
For All Locations

Insured: GASTONIA, City of
Loss Period: 07/01/2010 to 01/30/2017
Line(s) of Business: < All >
Producer: 1000758
Policy Number: 791000333-0000

Valuation: 01/30/2017
Claim Status: Open and Closed
Incidents: Include
SIC Code: 9199 000
Policy Term: 07/01/2010 - 07/01/2011

Line of Business: Automobile

Claim/Suffix	Suffix Status	Claimant	Loss Rsv $	Loss Paid $	Alloc Exp Rsv $	Exp Pd $	Subro/ Salvge $	Subtotal $	Ded Amt Rcvd $	Total $
AA-781391 01	Closed	Power, Duke	0	143	0	0	0	**143**	-143	**0**
Type of Loss:	APD									
		Claim Totals:	**0**	**143**	**0**	**0**	**0**	**143**	**-143**	**0**

Loss Date: 10/29/2010 Date Reported: 11/23/2010 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Struck Object Other Than Pedestrian Or Vehicle - Tractor Trailer--Insured Owner - Our Insured--At Fault
Claim Description: GARBAGE TRUCK WAS LOWERING THE CART TO PLACE ON THE GROUND, THE LID CAUGHT THE POWER LINE & PU
Driver: DRIVER , UNKNOWN

Claim/Suffix	Suffix Status	Claimant	Loss Rsv $	Loss Paid $	Alloc Exp Rsv $	Exp Pd $	Subro/ Salvge $	Subtotal $	Ded Amt Rcvd $	Total $
AA-789417 01	Closed	Cook, Lanny	0	710	0	0	0	**710**	-710	**0**
Type of Loss:	APD									
		Claim Totals:	**0**	**710**	**0**	**0**	**0**	**710**	**-710**	**0**

Loss Date: 12/21/2010 Date Reported: 12/21/2010 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Hit Parked Car - Truck--Straight Pickup--Insured Owner - Our Insured--At Fault
Claim Description: Driver of vehicle one failed to see before backing striking vehicle two. Vehicle two was an u
Driver: DRIVER , UNKNOWN

Claim/Suffix	Suffix Status	Claimant	Loss Rsv $	Loss Paid $	Alloc Exp Rsv $	Exp Pd $	Subro/ Salvge $	Subtotal $	Ded Amt Rcvd $	Total $
AA-791209 01	Closed	Brown Jr, Roger D	0	933	0	0	0	**933**	-933	**0**
Type of Loss:	APD									
		Claim Totals:	**0**	**933**	**0**	**0**	**0**	**933**	**-933**	**0**

Loss Date: 12/29/2010 Date Reported: 12/30/2010 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Any Other - Tractor Trailer--Insured Owner - Our Insured--At Fault
Claim Description: Clmt states he was driving behind garbage truck when trash bags fell off of insd's truck and h
Driver: Brown Jr , Roger D

Policy Loss Analysis Summary By Line of Business
For All Locations

Insured: GASTONIA, City of
Loss Period: 07/01/2010 to 01/30/2017
Line(s) of Business: < All >
Producer: 1000758
Policy Number: 791000333-0000

Valuation: 01/30/2017
Claim Status: Open and Closed
Incidents: Include
SIC Code: 9199 000
Policy Term: 07/01/2010 - 07/01/2011

Line of Business: Automobile

Claim/Suffix	Suffix Status	Claimant	Loss Rsv $	Loss Paid $	Alloc Exp Rsv $	Exp Pd $	Subro/ Salvge $	Subtotal $	Ded Amt Rcvd $	Total $
AA-795348 01	Closed	CITY OF GASTONIA,	0	0	0	0	0	**0**	0	**0**
Type of Loss:	Collision									
AA-795348 02	Closed	Spencer, Coy	0	444	0	0	0	**444**	-444	**0**
Type of Loss:	APD									
		Claim Totals:	**0**	**444**	**0**	**0**	**0**	**444**	**-444**	**0**

Loss Date: 01/12/2011 Date Reported: 01/13/2011 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Lost Control Of Vehicle - Truck--Straight Pickup--Insured Owner - Our Insured--At Fault
Claim Description: IV COMING OUT OF TURN, ROAD SLICK WITH ICE AND IV CROSSED CENTER LINE, IV MIRROR SCRAPED AGAIN
Driver: DRIVER , UNKNOWN

AA-811813 02	Closed	Lupton, Kent	0	5,515	0	0	0	**5,515**	-5,515	**0**
Type of Loss:	APD									
		Claim Totals:	**0**	**5,515**	**0**	**0**	**0**	**5,515**	**-5,515**	**0**

Loss Date: 02/28/2011 Date Reported: 03/02/2011 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Was Involved In An Intersection Accident - Auto (Passenger Type)--Insured Owner - Our Insured--At Fault
Claim Description: IV hit CV, CV ran off road and struck a metal box
Driver: Waldroup , Christopher

AA-813606 01	Closed	Bush, Roy D	0	569	0	0	0	**569**	-569	**0**
Type of Loss:	APD									
		Claim Totals:	**0**	**569**	**0**	**0**	**0**	**569**	**-569**	**0**

Loss Date: 03/02/2011 Date Reported: 03/08/2011 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Any Other - Truck--Straight Pickup--Insured Owner - Our Insured--At Fault
Claim Description: Claimant Roy Bush alleges debris fell from City truck and struck his vehicle
Driver: DRIVER , UNKNOWN

Policy Loss Analysis Summary By Line of Business
For All Locations

Insured: GASTONIA, City of
Loss Period: 07/01/2010 to 01/30/2017
Line(s) of Business: < All >
Producer: 1000758
Policy Number: 791000333-0000

Valuation: 01/30/2017
Claim Status: Open and Closed
Incidents: Include
SIC Code: 9199 000
Policy Term: 07/01/2010 - 07/01/2011

Line of Business: Automobile

Claim/Suffix	Suffix Status	Claimant	Loss Rsv $	Loss Paid $	Alloc Exp Rsv $	Exp Pd $	Subro/ Salvge $	Subtotal $	Ded Amt Rcvd $	Total $
AA-834199 01	Closed	Byrd, David	0	12,950	0	0	0	**12,950**	0	**12,950**
Type of Loss:	APD									
		Claim Totals:	**0**	**12,950**	**0**	**0**	**0**	**12,950**	**0**	**12,950**

Loss Date: 05/13/2011 Date Reported: 05/18/2011 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Hit Parked Car - Emergency Type (Fire, Policy, Ambulance)--Insured Owner - Our Insured--At Fault
Claim Description: Claimant (David Byrd) states his tree truck was parked on the side of the road when it was str
Driver: DRIVER , UNKNOWN

Claim/Suffix	Suffix Status	Claimant	Loss Rsv $	Loss Paid $	Alloc Exp Rsv $	Exp Pd $	Subro/ Salvge $	Subtotal $	Ded Amt Rcvd $	Total $
AA-839872 01	Closed	WEE CARE DAY SCH,	0	0	0	0	0	**0**	0	**0**
Type of Loss:	APD									
		Claim Totals:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Loss Date: 06/02/2011 Date Reported: 06/08/2011 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Any Other - Truck--Straight Pickup--Insured Owner - Our Insured--Not At Fault
Claim Description: CLAIMANT TRAVELING DOWN UNION ROAD WHEN A CITY VEHICLE WENT INTO CLAIMANTS LANE CAUSING THE CL
Driver: Presto , Sissy

Claim/Suffix	Suffix Status	Claimant	Loss Rsv $	Loss Paid $	Alloc Exp Rsv $	Exp Pd $	Subro/ Salvge $	Subtotal $	Ded Amt Rcvd $	Total $
AA-841432 01	Closed	Rollings, Donna	0	0	0	0	0	**0**	0	**0**
Type of Loss:	ABI									
		Claim Totals:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Loss Date: 06/08/2011 Date Reported: 06/13/2011 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Any Other - Bus--Insured Owner - Our Insured--Not At Fault
Claim Description: CLAIMANT ALLEGES BUS DRIVER, MIKE WAGGONER, APPLIED BRAKES ABRUPTLY TO PREVENT ACCIDENT. CLAI
Driver: DRIVER , UNKNOWN

Policy Loss Analysis Summary By Line of Business
For All Locations

Insured: GASTONIA, City of
Loss Period: 07/01/2010 to 01/30/2017
Line(s) of Business: < All >
Producer: 1000758
Policy Number: 791000333-0000

Valuation: 01/30/2017
Claim Status: Open and Closed
Incidents: Include
SIC Code: 9199 000
Policy Term: 07/01/2010 - 07/01/2011

Line of Business: Automobile

Claim/Suffix	Suffix Status	Claimant	Loss Rsv $	Loss Paid $	Alloc Exp Rsv $	Exp Pd $	Subro/ Salvge $	Subtotal $	Ded Amt Rcvd $	Total $
AA-841844 01	Closed	Mitchell, Dorothy	0	0	0	0	0	**0**	0	**0**
Type of Loss:	ABI									
		Claim Totals:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Loss Date: 06/14/2011 Date Reported: 06/15/2011 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Any Other - Bus--Insured Owner - Our Insured--Not At Fault
Claim Description: CLMT (DOROTHY MITCHELL) ALLEGES SHE WAS INJURED WHILE ON A CITY BUS.
Driver: DRIVER , UNKNOWN

AA-845713 02	Closed	Stowe, Steven	0	0	0	0	0	**0**	0	**0**
Type of Loss:	ABI									
AA-845713 03	Closed	Stowe, Steven	0	0	0	0	0	**0**	0	**0**
Type of Loss:	APD									
		Claim Totals:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Loss Date: 06/02/2011 Date Reported: 06/29/2011 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Was Being Passed By Other Vehicle - Bus--Insured Owner - Our Insured--Not At Fault
Claim Description: IV T-BONED OV. OV TURNED IN FRONT OF IV
Driver: Pruitt , Harold

AA-847257 01	Closed	Bratton, Violet	0	0	0	0	0	**0**	0	**0**
Type of Loss:	ABI									
		Claim Totals:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Loss Date: 06/14/2011 Date Reported: 07/06/2011 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Any Other - Bus--Insured Owner - Our Insured--Not At Fault
Claim Description: CLMT (VIOLET BRATTON) ALLEGES SHE WAS RIDING ON ONE OF OUR BUSES AND FELL, INJURING HER TAILBO
Driver: DRIVER , UNKNOWN

Policy Loss Analysis Summary By Line of Business
For All Locations

Insured: GASTONIA, City of
Loss Period: 07/01/2010 to 01/30/2017
Line(s) of Business: < All >
Producer: 1000758
Policy Number: 791000333-0000

Valuation: 01/30/2017
Claim Status: Open and Closed
Incidents: Include
SIC Code: 9199 000
Policy Term: 07/01/2010 - 07/01/2011

Line of Business: Automobile

Claim/Suffix	Suffix Status	Claimant	Loss Rsv $	Loss Paid $	Alloc Exp Rsv $	Exp Pd $	Subro/ Salvge $	Subtotal $	Ded Amt Rcvd $	Total $
AA-851454 01	Closed	CITY OF GASTONIA,	0	0	0	0	0	**0**	0	**0**
Type of Loss:	Collision									
AA-851454 02	Closed	NORTH CAROLINA D,	0	0	0	0	0	**0**	0	**0**
Type of Loss:	APD									
		Claim Totals:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Loss Date: 01/01/2011 Date Reported: 07/21/2011 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Struck Object Other Than Pedestrian Or Vehicle - Truck--Straight Pickup--Insured Owner - Our Insured--Not At Fault
Claim Description: CLMT (STATE OF NC) ALLEGES IV HIT GUARD RAIL
Driver: DRIVER , UNKNOWN

Totals for Automobile	**0**	**98,302**	**0**	**1,335**	**0**	**99,637**	**-78,262**	**21,375**

30 (Claims)

Policy Loss Analysis Summary By Line of Business
For All Locations

Insured: GASTONIA, City of
Loss Period: 07/01/2010 to 01/30/2017
Line(s) of Business: < All >
Producer: 1000758
Policy Number: 791000333-0000

Valuation: 01/30/2017
Claim Status: Open and Closed
Incidents: Include
SIC Code: 9199 000
Policy Term: 07/01/2010 - 07/01/2011

Line of Business: Employment Practices Liability

Claim/Suffix	Suffix Status	Claimant	Loss Rsv $	Loss Paid $	Alloc Exp Rsv $	Exp Pd $	Subro/ Salvge $	Subtotal $	Ded Amt Rcvd $	Total $
AA-783808 01	Closed	Worley, Terry	0	0	0	0	0	**0**	0	**0**
Type of Loss:	Liability - EPL									
		Claim Totals:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Loss Date: 12/01/2010 Date Reported: 12/02/2010 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Employment Practices Liability - EEOC charge - Disability
Claim Description: Clmt has been out for several months for recurring problems from a work comp claim/insd has fi

AA-799806 00	Closed	,	0	0	0	0	0	**0**	0	**0**
Type of Loss:	Other Bodily Injury									
AA-799806 01	Closed	Alexander, Tracy	0	0	0	0	0	**0**	0	**0**
Type of Loss:	Liability - EPL									
		Claim Totals:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Loss Date: 08/13/2010 Date Reported: 01/27/2011 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Employment Practices Liability - EEOC charge - Race/Ethnicity
Claim Description: Claimant alleges racial discrimination

AA-817593 00	Closed	,	0	0	0	0	0	**0**	0	**0**
Type of Loss:	Other Bodily Injury									
AA-817593 01	Closed	HARRELL, STACY	0	0	0	15,447	0	**15,447**	-15,447	**0**
Type of Loss:	Liability - EPL									

Policy Loss Analysis Summary By Line of Business
For All Locations

Insured: GASTONIA, City of
Loss Period: 07/01/2010 to 01/30/2017
Line(s) of Business: < All >
Producer: 1000758
Policy Number: 791000333-0000

Valuation: 01/30/2017
Claim Status: Open and Closed
Incidents: Include
SIC Code: 9199 000
Policy Term: 07/01/2010 - 07/01/2011

Line of Business: Employment Practices Liability

Claim/Suffix	Suffix Status	Claimant	Loss Rsv $	Loss Paid $	Alloc Exp Rsv $	Exp Pd $	Subro/ Salvge $	Subtotal $	Ded Amt Rcvd $	Total $
		Claim Totals:	**0**	**0**	**0**	**15,447**	**0**	**15,447**	**-15,447**	**0**
Loss Date: 03/01/2011 Date Reported: 03/21/2011 Claim Status: Closed										
Accident Location: GASTONIA, NC										
Cause of Accident: Employment Practices Liability - Termination - Other										
Claim Description: claimant asserts that if the City released his termination memorandum as a now-public record t										
AA-843098 01	Closed	Hollar, Cynthia	0	0	0	0	0	**0**	0	**0**
Type of Loss: Liability - EPL										
		Claim Totals:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
Loss Date: 04/05/2011 Date Reported: 06/20/2011 Claim Status: Closed										
Accident Location: Gastonia, NC										
Cause of Accident: Employment Practices Liability - Sexual Harrassment - Other										
Claim Description: HOLLAR ALLEGES SEXUAL HARRASMENT, PHOTO, BY DEPARTMENT SUPERVISOR										
Totals for Employment Practices Liability			**0**	**0**	**0**	**15,447**	**0**	**15,447**	**-15,447**	**0**
4 (Claims)										

Policy Loss Analysis Summary By Line of Business
For All Locations

Insured: GASTONIA, City of
Loss Period: 07/01/2010 to 01/30/2017
Line(s) of Business: < All >
Producer: 1000758
Policy Number: 791000333-0000

Valuation: 01/30/2017
Claim Status: Open and Closed
Incidents: Include
SIC Code: 9199 000
Policy Term: 07/01/2010 - 07/01/2011

Line of Business: General Liability

Claim/Suffix	Suffix Status	Claimant	Loss Rsv $	Loss Paid $	Alloc Exp Rsv $	Exp Pd $	Subro/ Salvge $	Subtotal $	Ded Amt Rcvd $	Total $
AA-737373 01	Closed	Bridgeman, Amy	0	0	0	0	0	**0**	0	**0**
Type of Loss:	OPD									
		Claim Totals:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Loss Date: 07/07/2010 Date Reported: 07/08/2010 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Bodily Injury/Physical Damage - Street/Roads - Road Condition
Claim Description: Claimant alleges pothole damaged her vehicle...

Claim/Suffix	Suffix Status	Claimant	Loss Rsv $	Loss Paid $	Alloc Exp Rsv $	Exp Pd $	Subro/ Salvge $	Subtotal $	Ded Amt Rcvd $	Total $
AA-741375 01	Closed	Tate, Dorothy	0	0	0	0	0	**0**	0	**0**
Type of Loss:	OPD									
		Claim Totals:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Loss Date: 07/16/2010 Date Reported: 07/20/2010 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Bodily Injury/Physical Damage - Street/Roads - Road Condition
Claim Description: CLMT DONNA TATE - CLMT STATES SHE HIT A STORM DRAIN HOLE/SEE ATTACHED REPAIR ESTIMATE

Claim/Suffix	Suffix Status	Claimant	Loss Rsv $	Loss Paid $	Alloc Exp Rsv $	Exp Pd $	Subro/ Salvge $	Subtotal $	Ded Amt Rcvd $	Total $
AA-748438 01	Closed	Rieks, Rodney	0	338	0	0	0	**338**	-338	**0**
Type of Loss:	OPD									
		Claim Totals:	**0**	**338**	**0**	**0**	**0**	**338**	**-338**	**0**

Loss Date: 08/06/2010 Date Reported: 08/10/2010 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Bodily Injury/Physical Damage - Premises/Operations - Fail Maint Prop & Equp
Claim Description: CLMT RODNEY RIEKS - INSD. CHANGED OUT A METER SETTER PER WATER METER SHOP/CREW FLUSHED OUT LIN

Policy Loss Analysis Summary By Line of Business
For All Locations

Insured: GASTONIA, City of
Loss Period: 07/01/2010 to 01/30/2017
Line(s) of Business: < All >
Producer: 1000758
Policy Number: 791000333-0000

Valuation: 01/30/2017
Claim Status: Open and Closed
Incidents: Include
SIC Code: 9199 000
Policy Term: 07/01/2010 - 07/01/2011

Line of Business: General Liability

Claim/Suffix	Suffix Status	Claimant	Loss Rsv $	Loss Paid $	Alloc Exp Rsv $	Exp Pd $	Subro/ Salvge $	Subtotal $	Ded Amt Rcvd $	Total $
AA-751327 01	Closed	Rostmeyer, Erica	0	0	0	0	0	**0**	0	**0**
Type of Loss:	OPD									
		Claim Totals:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Loss Date: 08/12/2010 Date Reported: 08/19/2010 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Bodily Injury/Physical Damage - All Other - All Other
Claim Description: CLAIMANT MOVED INTO TO HOME WITH BLOCKAGE IN CITY WATER LINE, MUD IN LINE

AA-751339 01	Closed	Gaskin, Rodney	0	4,500	0	0	0	**4,500**	-4,500	**0**
Type of Loss:	OPD									
		Claim Totals:	**0**	**4,500**	**0**	**0**	**0**	**4,500**	**-4,500**	**0**

Loss Date: 08/16/2010 Date Reported: 08/19/2010 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Bodily Injury/Physical Damage - All Other - All Other
Claim Description: CITY EE TURNED ON WATER IN WRONG APARTMENT CAUSING FLOOD TO THAT UNIT AND ADJACENT UNIT

AA-751636 01	Closed	Patterson, Ronnie	0	0	0	0	0	**0**	0	**0**
Type of Loss:	OPD									
		Claim Totals:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Loss Date: 08/19/2010 Date Reported: 08/20/2010 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Bodily Injury/Physical Damage - Sewer Backup - Other
Claim Description: CLMT CALLED STATES STORM WATER ENTERED HOUSE/EMPLOYEE WENT TO CHECK LINES AND THEY WERE ALL CL

Policy Loss Analysis Summary By Line of Business
For All Locations

Insured: GASTONIA, City of
Loss Period: 07/01/2010 to 01/30/2017
Line(s) of Business: < All >
Producer: 1000758
Policy Number: 791000333-0000

Valuation: 01/30/2017
Claim Status: Open and Closed
Incidents: Include
SIC Code: 9199 000
Policy Term: 07/01/2010 - 07/01/2011

Line of Business: General Liability

Claim/Suffix	Suffix Status	Claimant	Loss Rsv $	Loss Paid $	Alloc Exp Rsv $	Exp Pd $	Subro/ Salvge $	Subtotal $	Ded Amt Rcvd $	Total $
AA-753952 01	Closed	Sumner, Mitchell	0	621	0	0	0	**621**	-621	**0**
Type of Loss:	OBI									
		Claim Totals:	**0**	**621**	**0**	**0**	**0**	**621**	**-621**	**0**

Loss Date: 08/26/2010 Date Reported: 08/27/2010 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Bodily Injury/Physical Damage - Premises/Operations - Fall or flying Obj
Claim Description: CLMT ALLEGES A PART OF A DRINKING FOUNTIAN ON INSD PREM FELL OFF AND INJURIED HIM

AA-756493 01	Closed	Gordon, Clarence	0	0	0	0	0	**0**	0	**0**
Type of Loss:	OPD									
		Claim Totals:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Loss Date: 09/01/2010 Date Reported: 09/07/2010 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Bodily Injury/Physical Damage - Street/Roads - Road Condition
Claim Description: CLAIMANT ALLEGES HE WAS MAKING A RIGHT TURN WHEN HE STRUCK A BROKEN STORM DRAIN COVER

AA-757523 01	Closed	HOME BLDRS ASSOO,	0	0	0	0	0	**0**	0	**0**
Type of Loss:	OBI									
		Claim Totals:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Loss Date: 09/07/2010 Date Reported: 09/09/2010 Claim Status: Closed
Accident Location: GASTONIA, NC
Cause of Accident: Insured Persons Liability - Misrepresentation - Other
Claim Description: COMPLAINT FOR DECLARATORY JUDGMENT

Policy Loss Analysis Summary By Line of Business
For All Locations

Insured: GASTONIA, City of
Loss Period: 07/01/2010 to 01/30/2017
Line(s) of Business: < All >
Producer: 1000758
Policy Number: 791000333-0000

Valuation: 01/30/2017
Claim Status: Open and Closed
Incidents: Include
SIC Code: 9199 000
Policy Term: 07/01/2010 - 07/01/2011

Line of Business: General Liability

Claim/Suffix	Suffix Status	Claimant	Loss Rsv $	Loss Paid $	Alloc Exp Rsv $	Exp Pd $	Subro/ Salvge $	Subtotal $	Ded Amt Rcvd $	Total $
AA-759257 01	Closed	Patterson, Barbara	0	0	0	0	0	**0**	0	**0**
Type of Loss:	OPD									
		Claim Totals:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Loss Date: 09/06/2010 Date Reported: 09/14/2010 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Bodily Injury/Physical Damage - Other PD - Animal
Claim Description: BROKEN NEUTRAL ON POLE CHEWED BY SQUIRREL/CAUSED POWER SURGE/CLMT ALLEGES DAMAGED OVER AND OTH

Claim/Suffix	Suffix Status	Claimant	Loss Rsv $	Loss Paid $	Alloc Exp Rsv $	Exp Pd $	Subro/ Salvge $	Subtotal $	Ded Amt Rcvd $	Total $
AA-760808 01	Closed	Grant, Barbara	0	0	0	0	0	**0**	0	**0**
Type of Loss:	OPD									
		Claim Totals:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Loss Date: 09/16/2010 Date Reported: 09/18/2010 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Bodily Injury/Physical Damage - Other PD - Water Dmg (acc dis/ovfl)
Claim Description: CLMT BARBARA GRAND - CLMT STATES SHEHIT A SINK HOLE IN ROAD/CLAIMS INJURIES.

Claim/Suffix	Suffix Status	Claimant	Loss Rsv $	Loss Paid $	Alloc Exp Rsv $	Exp Pd $	Subro/ Salvge $	Subtotal $	Ded Amt Rcvd $	Total $
AA-760809 01	Closed	Pardo, John & Lisa	0	0	0	0	0	**0**	0	**0**
Type of Loss:	OPD									
		Claim Totals:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Loss Date: 09/16/2010 Date Reported: 09/18/2010 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Bodily Injury/Physical Damage - Street/Roads - Road Condition
Claim Description: Clmt Lisa Pardo - Clmt states she hit a sink hole in road

Policy Loss Analysis Summary By Line of Business
For All Locations

Insured: GASTONIA, City of
Loss Period: 07/01/2010 to 01/30/2017
Line(s) of Business: < All >
Producer: 1000758
Policy Number: 791000333-0000

Valuation: 01/30/2017
Claim Status: Open and Closed
Incidents: Include
SIC Code: 9199 000
Policy Term: 07/01/2010 - 07/01/2011

Line of Business: General Liability

Claim/Suffix	Suffix Status	Claimant	Loss Rsv $	Loss Paid $	Alloc Exp Rsv $	Exp Pd $	Subro/ Salvge $	Subtotal $	Ded Amt Rcvd $	Total $
AA-760810 01	Closed	Warren, David	0	0	0	0	0	**0**	0	**0**
Type of Loss:	OPD									
		Claim Totals:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Loss Date: 08/19/2010 Date Reported: 09/18/2010 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Bodily Injury/Physical Damage - Other PD - Water Dmg (acc dis/ovfl)
Claim Description: CLMT WARREN - WATER LINE BREAK/WATER POOLED @ FOUNDATION OF CLMT BUILDING/CITY CALLED AND IN

Claim/Suffix	Suffix Status	Claimant	Loss Rsv $	Loss Paid $	Alloc Exp Rsv $	Exp Pd $	Subro/ Salvge $	Subtotal $	Ded Amt Rcvd $	Total $
AA-760947 01	Closed	Moses, William	0	0	0	0	0	**0**	0	**0**
Type of Loss:	OPD									
		Claim Totals:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Loss Date: 09/10/2010 Date Reported: 09/20/2010 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Bodily Injury/Physical Damage - Street/Roads - Road Condition
Claim Description: CLMT STATES HE HIT A MAN HOLE COVER AND SHATTERED HIS RIMS.

Claim/Suffix	Suffix Status	Claimant	Loss Rsv $	Loss Paid $	Alloc Exp Rsv $	Exp Pd $	Subro/ Salvge $	Subtotal $	Ded Amt Rcvd $	Total $
AA-761409 01	Closed	TIME WARNER CABB,	0	395	0	0	0	**395**	-395	**0**
Type of Loss:	OPD									
		Claim Totals:	**0**	**395**	**0**	**0**	**0**	**395**	**-395**	**0**

Loss Date: 08/05/2010 Date Reported: 09/21/2010 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Bodily Injury/Physical Damage - Premises/Operations - Excavation
Claim Description: INSURED REPAIRING SEWER SERVICE AND CUT CABLE WIRE BELONGING TO CLAIMANT

Policy Loss Analysis Summary By Line of Business
For All Locations

Insured: GASTONIA, City of
Loss Period: 07/01/2010 to 01/30/2017
Line(s) of Business: < All >
Producer: 1000758
Policy Number: 791000333-0000

Valuation: 01/30/2017
Claim Status: Open and Closed
Incidents: Include
SIC Code: 9199 000
Policy Term: 07/01/2010 - 07/01/2011

Line of Business: General Liability

Claim/Suffix	Suffix Status	Claimant	Loss Rsv $	Loss Paid $	Alloc Exp Rsv $	Exp Pd $	Subro/ Salvge $	Subtotal $	Ded Amt Rcvd $	Total $
AA-761828 01	Closed	Mintz, Julia	0	0	0	0	0	**0**	0	**0**
Type of Loss:	OPD									
		Claim Totals:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Loss Date: 08/12/2010 Date Reported: 09/22/2010 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Bodily Injury/Physical Damage - All Other - All Other
Claim Description: CLAIMANT ALLEGES DEBRIS IN WATER LINE AFTER METER CHANGE

AA-761868 01	Closed	Spikes, Lisa	0	0	0	0	0	**0**	0	**0**
Type of Loss:	OPD									
AA-761868 02	Closed	Spikes, Talissa	0	0	0	0	0	**0**	0	**0**
Type of Loss:	OBI									
		Claim Totals:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Loss Date: 09/16/2010 Date Reported: 09/22/2010 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Bodily Injury/Physical Damage - Street/Roads - Road Condition
Claim Description: CLMT LISA SPIKES - CLMT STATES HER DAUGHTER HIT A SINK HOLE IN ROAD/CLAIMS INJURIES

AA-763558 01	Closed	Killian, Ricky	0	0	0	0	0	**0**	0	**0**
Type of Loss:	OPD									
		Claim Totals:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Loss Date: 09/22/2010 Date Reported: 09/28/2010 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Bodily Injury/Physical Damage - All Other - All Other
Claim Description: CLAIMANT VEHICLE STRUCK CURB DUE TO 6" WATER COVER/ CADIE-CORNER IN SLOT

Policy Loss Analysis Summary By Line of Business
For All Locations

Insured: GASTONIA, City of
Loss Period: 07/01/2010 to 01/30/2017
Line(s) of Business: < All >
Producer: 1000758
Policy Number: 791000333-0000

Valuation: 01/30/2017
Claim Status: Open and Closed
Incidents: Include
SIC Code: 9199 000
Policy Term: 07/01/2010 - 07/01/2011

Line of Business: General Liability

Claim/Suffix	Suffix Status	Claimant	Loss Rsv $	Loss Paid $	Alloc Exp Rsv $	Exp Pd $	Subro/ Salvge $	Subtotal $	Ded Amt Rcvd $	Total $
AA-767578 01	Closed	Griffin, Jacob	0	0	0	0	0	**0**	0	**0**
Type of Loss:	OPD									
		Claim Totals:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Loss Date: 09/30/2010 Date Reported: 10/11/2010 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Bodily Injury/Physical Damage - All Other - All Other
Claim Description: CLAIMANT DIGGING DOWN TO INSTALL A CLEANOUT AND FOUND ONE EXISTING/ CITY CAME OUT AND ROOTS GR

Claim/Suffix	Suffix Status	Claimant	Loss Rsv $	Loss Paid $	Alloc Exp Rsv $	Exp Pd $	Subro/ Salvge $	Subtotal $	Ded Amt Rcvd $	Total $
AA-767588 01	Closed	Reep, Mark	0	0	0	0	0	**0**	0	**0**
Type of Loss:	OPD									
		Claim Totals:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Loss Date: 10/04/2010 Date Reported: 10/11/2010 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Bodily Injury/Physical Damage - All Other - All Other
Claim Description: CLAIMANT STRUCK POTHOLE WITH MOTORCYCLE, DAMAGE TO CRASH BARS

Claim/Suffix	Suffix Status	Claimant	Loss Rsv $	Loss Paid $	Alloc Exp Rsv $	Exp Pd $	Subro/ Salvge $	Subtotal $	Ded Amt Rcvd $	Total $
AA-768038 01	Closed	Matheson, Bridgett	0	0	0	0	0	**0**	0	**0**
Type of Loss:	OBI									
		Claim Totals:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Loss Date: 10/03/2010 Date Reported: 10/12/2010 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Bodily Injury/Physical Damage - Slip/Trip and Fall - Streets/Roads
Claim Description: CLAIMANT STATES SHE FELL ON THE SIDEWALK

Policy Loss Analysis Summary By Line of Business
For All Locations

Insured: GASTONIA, City of
Loss Period: 07/01/2010 to 01/30/2017
Line(s) of Business: < All >
Producer: 1000758
Policy Number: 791000333-0000

Valuation: 01/30/2017
Claim Status: Open and Closed
Incidents: Include
SIC Code: 9199 000
Policy Term: 07/01/2010 - 07/01/2011

Line of Business: General Liability

Claim/Suffix	Suffix Status	Claimant	Loss Rsv $	Loss Paid $	Alloc Exp Rsv $	Exp Pd $	Subro/ Salvge $	Subtotal $	Ded Amt Rcvd $	Total $
AA-769429 01	Closed	Walker, Troy	0	0	0	0	0	**0**	0	**0**
Type of Loss:	OPD									
		Claim Totals:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Loss Date: 10/06/2010 Date Reported: 10/15/2010 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Bodily Injury/Physical Damage - Sewer Backup - Other
Claim Description: CLMT STATES HE HAD SEWAGE BACKUP WHICH RESULTED FROM SEWAGE DRAIN IN ROAD THAT WAS BACKED UP T

AA-770828 01	Closed	Smith, Lendora	0	125	0	0	0	**125**	-125	**0**
Type of Loss:	OPD									
		Claim Totals:	**0**	**125**	**0**	**0**	**0**	**125**	**-125**	**0**

Loss Date: 09/12/2010 Date Reported: 10/19/2010 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Bodily Injury/Physical Damage - Other PD - Water Dmg (acc dis/ovfl)
Claim Description: WATER LEAK COMING FROM METER BOX

AA-771118 01	Closed	Boswell, Jason	0	503	0	0	0	**503**	-503	**0**
Type of Loss:	OPD									
AA-771118 02	Closed	Boswell, Jason	0	750	0	0	0	**750**	-750	**0**
Type of Loss:	OBI									
AA-771118 03	Closed	Early, Johnny	0	786	0	0	0	**786**	-786	**0**
Type of Loss:	OBI									
AA-771118 04	Closed	Truitt, Erica	0	300	0	0	0	**300**	-300	**0**
Type of Loss:	OBI									

Policy Loss Analysis Summary By Line of Business
For All Locations

Insured: GASTONIA, City of
Loss Period: 07/01/2010 to 01/30/2017
Line(s) of Business: < All >
Producer: 1000758
Policy Number: 791000333-0000

Valuation: 01/30/2017
Claim Status: Open and Closed
Incidents: Include
SIC Code: 9199 000
Policy Term: 07/01/2010 - 07/01/2011

Line of Business: General Liability

Claim/Suffix	Suffix Status	Claimant	Loss Rsv $	Loss Paid $	Alloc Exp Rsv $	Exp Pd $	Subro/ Salvge $	Subtotal $	Ded Amt Rcvd $	Total $
		Claim Totals:	**0**	**2,339**	**0**	**0**	**0**	**2,339**	**-2,339**	**0**

Loss Date: 10/19/2010 Date Reported: 10/20/2010 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Bodily Injury/Physical Damage - Street/Roads - Road Condition
Claim Description: RAN OVER MANHOLE COVER AND DAMGED VEHICLE

AA-773350 01	Closed	Carpenter, Sarah	0	0	0	0	0	**0**	0	**0**
Type of Loss:	OBI									
		Claim Totals:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Loss Date: 10/20/2010 Date Reported: 10/27/2010 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Bodily Injury/Physical Damage - Slip/Trip and Fall - Streets/Roads
Claim Description: CLMT FELL ON CITY SIDEWALK, CLMT CLAIMS GAPS IN THE SIDEWALK CAUSING TIME OUT OF WORK AND MEDI

AA-775047 01	Closed	AT&T,	0	1,159	0	0	0	**1,159**	-1,159	**0**
Type of Loss:	OPD									
		Claim Totals:	**0**	**1,159**	**0**	**0**	**0**	**1,159**	**-1,159**	**0**

Loss Date: 10/18/2010 Date Reported: 11/02/2010 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Bodily Injury/Physical Damage - Premises/Operations - Excavation
Claim Description: DAMAGE TO UNDERGROUND AT&T CABLE WHILE DOING A REPAIR ON A STORM PIPE.

AA-775086 01	Closed	AT&T,	0	600	0	0	0	**600**	-600	**0**
Type of Loss:	OPD									

Policy Loss Analysis Summary By Line of Business
For All Locations

Insured: GASTONIA, City of
Loss Period: 07/01/2010 to 01/30/2017
Line(s) of Business: < All >
Producer: 1000758
Policy Number: 791000333-0000

Valuation: 01/30/2017
Claim Status: Open and Closed
Incidents: Include
SIC Code: 9199 000
Policy Term: 07/01/2010 - 07/01/2011

Line of Business: General Liability

Claim/Suffix	Suffix Status	Claimant	Loss Rsv $	Loss Paid $	Alloc Exp Rsv $	Exp Pd $	Subro/ Salvge $	Subtotal $	Ded Amt Rcvd $	Total $
		Claim Totals:	**0**	**600**	**0**	**0**	**0**	**600**	**-600**	**0**
Loss Date: 10/12/2010 Date Reported: 11/02/2010 Claim Status: Closed										
Accident Location: Gastonia, NC										
Cause of Accident: Bodily Injury/Physical Damage - Premises/Operations - Excavation										
Claim Description: CITY OF GASTONIA ELECTRICAL DEPARTMENT CUT 1200 PR BURIED CABLE PLACING CONDUIT										
AA-778848 01	Closed	Chesney, John	0	0	0	0	0	**0**	0	**0**
Type of Loss: OPD										
		Claim Totals:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
Loss Date: 11/05/2010 Date Reported: 11/15/2010 Claim Status: Closed										
Accident Location: Gastonia, NC										
Cause of Accident: Bodily Injury/Physical Damage - All Other - All Other										
Claim Description: CLAIMANT ALLEGES DAMAGE TO SCOOTER WHILE PARKED IN STORAGE BAY AT CITY VEHICLE WAS										
AA-779115 01	Closed	Eastburn, Theresa	0	300	0	0	0	**300**	-300	**0**
Type of Loss: OPD										
		Claim Totals:	**0**	**300**	**0**	**0**	**0**	**300**	**-300**	**0**
Loss Date: 11/15/2010 Date Reported: 11/15/2010 Claim Status: Closed										
Accident Location: Gastonia, NC										
Cause of Accident: Bodily Injury/Physical Damage - Sewer Backup - Other										
Claim Description: CLMT CLAIMS SEWAGE BACKUP BLEW OUT OF HER TOILETS AND ALL OVER THE WALLS AND FLOORS OF HER BAT										
AA-783292 01	Closed	Smith, Tim	0	0	0	0	0	**0**	0	**0**
Type of Loss: OPD										

Policy Loss Analysis Summary By Line of Business
For All Locations

Insured: GASTONIA, City of
Loss Period: 07/01/2010 to 01/30/2017
Line(s) of Business: < All >
Producer: 1000758
Policy Number: 791000333-0000

Valuation: 01/30/2017
Claim Status: Open and Closed
Incidents: Include
SIC Code: 9199 000
Policy Term: 07/01/2010 - 07/01/2011

Line of Business: General Liability

Claim/Suffix	Suffix Status	Claimant	Loss Rsv $	Loss Paid $	Alloc Exp Rsv $	Exp Pd $	Subro/ Salvge $	Subtotal $	Ded Amt Rcvd $	Total $
		Claim Totals:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
Loss Date: 12/01/2010 Date Reported: 12/01/2010 Claim Status: Closed Accident Location: Gastonia, NC Cause of Accident: Bodily Injury/Physical Damage - Street/Roads - Other Claim Description: CLAIMANT SAID WIND BLEW A TRASH CAN INTO HIS VEHICLE										
AA-785275 01 Type of Loss: OPD	Closed	Minor, Timothy	0	0	0	0	0	**0**	0	**0**
		Claim Totals:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
Loss Date: 11/25/2010 Date Reported: 12/08/2010 Claim Status: Closed Accident Location: Gastonia, NC Cause of Accident: Bodily Injury/Physical Damage - Street/Roads - Road Condition Claim Description: CLAIMANT ALLEGES DAMAGE TO HIS VEHICLE DUE TO ROAD CONDITIONS										
AA-788003 01 Type of Loss: OPD	Closed	Cathcart, Mesech	0	175	0	0	0	**175**	-175	**0**
		Claim Totals:	**0**	**175**	**0**	**0**	**0**	**175**	**-175**	**0**
Loss Date: 11/01/2010 Date Reported: 12/16/2010 Claim Status: Closed Accident Location: Gastonia, NC Cause of Accident: Bodily Injury/Physical Damage - All Other - All Other Claim Description: CLMT ALLEGES CREW CAME OUT TO REPAIR LEAK AND STRUCK FENCE POST WITH A BULL DOZER WHEN THEY WE										
AA-788010 01 Type of Loss: OPD	Closed	Jenkins, James	0	0	0	0	0	**0**	0	**0**

Policy Loss Analysis Summary By Line of Business
For All Locations

Insured: GASTONIA, City of
Loss Period: 07/01/2010 to 01/30/2017
Line(s) of Business: < All >
Producer: 1000758
Policy Number: 791000333-0000

Valuation: 01/30/2017
Claim Status: Open and Closed
Incidents: Include
SIC Code: 9199 000
Policy Term: 07/01/2010 - 07/01/2011

Line of Business: General Liability

Claim/Suffix	Suffix Status	Claimant	Loss Rsv $	Loss Paid $	Alloc Exp Rsv $	Exp Pd $	Subro/ Salvge $	Subtotal $	Ded Amt Rcvd $	Total $
		Claim Totals:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Loss Date: 12/08/2010 Date Reported: 12/16/2010 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Bodily Injury/Physical Damage - Other PD - Water Dmg (acc dis/ovfl)
Claim Description: CLMT ALLEGING CITY CREW DAMAGED HIS WATER LINES WHEN REPAIRING THE CITY LINES.

AA-788280 01	Closed	Bush, Roy D	0	50	0	0	0	**50**	-50	**0**
Type of Loss:	OPD									
		Claim Totals:	**0**	**50**	**0**	**0**	**0**	**50**	**-50**	**0**

Loss Date: 12/16/2010 Date Reported: 12/17/2010 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Bodily Injury/Physical Damage - All Other - All Other
Claim Description: CLMT STATES CITY TRASH TRUCK SPILLED PAINT ONTO ROAD/TRASH CREW CALLED STREET DEPT TO CLEAN PA

AA-789904 01	Closed	Duvall, Pam	0	0	0	0	0	**0**	0	**0**
Type of Loss:	OPD									
		Claim Totals:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Loss Date: 12/03/2010 Date Reported: 12/23/2010 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Bodily Injury/Physical Damage - All Other - Water Damage
Claim Description: CLAIMANT ALLEGES WATER UNDER HOUSE IS CAUSING MILDEW TO HER HOME

AA-791105 01	Closed	Lynhardt, Betty	0	600	0	0	0	**600**	-600	**0**
Type of Loss:	OPD									

Policy Loss Analysis Summary By Line of Business
For All Locations

Insured: GASTONIA, City of
Loss Period: 07/01/2010 to 01/30/2017
Line(s) of Business: < All >
Producer: 1000758
Policy Number: 791000333-0000

Valuation: 01/30/2017
Claim Status: Open and Closed
Incidents: Include
SIC Code: 9199 000
Policy Term: 07/01/2010 - 07/01/2011

Line of Business: General Liability

Claim/Suffix	Suffix Status	Claimant	Loss Rsv $	Loss Paid $	Alloc Exp Rsv $	Exp Pd $	Subro/ Salvge $	Subtotal $	Ded Amt Rcvd $	Total $
		Claim Totals:	**0**	**600**	**0**	**0**	**0**	**600**	**-600**	**0**

Loss Date: 12/20/2010 Date Reported: 12/29/2010 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Bodily Injury/Physical Damage - Other PD - Water Dmg (acc dis/ovfl)
Claim Description: WATER LEAK AT 1011 FAIRFIELD DRIVE AND WATER WAS RAINING DOWN INTO CLAIMANTS YARD AND DAMAGED

AA-799478 01	Closed	Winecoff, Robert	0	0	0	0	0	**0**	0	**0**
Type of Loss:	OPD									
AA-799478 02	Closed	Riddle, Andrew	0	0	0	0	0	**0**	0	**0**
Type of Loss:	OPD									
		Claim Totals:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Loss Date: 01/23/2011 Date Reported: 01/26/2011 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Bodily Injury/Physical Damage - Sewer Backup - Other
Claim Description: CLAIMANT ADVISED THAT SEWAGE BACKED UP INTO CLAIMANTS PROPERTY DUE TO LACK OF MAINTENANCE BY T

AA-799796 01	Closed	Duren, Russell	0	80	0	0	0	**80**	-80	**0**
Type of Loss:	OPD									
AA-799796 02	Closed	Hullett, Roy	0	100	0	0	0	**100**	-100	**0**
Type of Loss:	OPD									
		Claim Totals:	**0**	**180**	**0**	**0**	**0**	**180**	**-180**	**0**

Loss Date: 01/23/2011 Date Reported: 01/27/2011 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Bodily Injury/Physical Damage - All Other - All Other
Claim Description: Claimant alleges his ultrasonic cleaning machine was damaged during a power outage

Policy Loss Analysis Summary By Line of Business
For All Locations

Insured: GASTONIA, City of
Loss Period: 07/01/2010 to 01/30/2017
Line(s) of Business: < All >
Producer: 1000758
Policy Number: 791000333-0000

Valuation: 01/30/2017
Claim Status: Open and Closed
Incidents: Include
SIC Code: 9199 000
Policy Term: 07/01/2010 - 07/01/2011

Line of Business: General Liability

Claim/Suffix	Suffix Status	Claimant	Loss Rsv $	Loss Paid $	Alloc Exp Rsv $	Exp Pd $	Subro/ Salvge $	Subtotal $	Ded Amt Rcvd $	Total $
AA-799807 01	Closed	Elliot, Lamont	0	0	0	0	0	**0**	0	**0**
Type of Loss:	OPD									
		Claim Totals:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Loss Date: 01/14/2011 Date Reported: 01/27/2011 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Bodily Injury/Physical Damage - Street/Roads - Road Condition
Claim Description: CLMT STATES HE STRUCK A POT HOLE ON SYCAMORE ST, (NEAR NEW WALKING TRACK). CLMT SAID THE HOLE

AA-801076 01	Closed	Stines, David	0	483	0	0	0	**483**	-483	**0**
Type of Loss:	OPD									
		Claim Totals:	**0**	**483**	**0**	**0**	**0**	**483**	**-483**	**0**

Loss Date: 01/22/2011 Date Reported: 01/31/2011 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Bodily Injury/Physical Damage - All Other - All Other
Claim Description: CLMT DAVID STINES - CLMT WANTS TO FILE DAMAGES/FIRE DEPT CALLED OUT AND HAD TO FORCE ENTRY INT

AA-802680 01	Closed	AT&T/BELLSOUTH,	0	389	0	0	0	**389**	-389	**0**
Type of Loss:	OPD									
		Claim Totals:	**0**	**389**	**0**	**0**	**0**	**389**	**-389**	**0**

Loss Date: 08/13/2010 Date Reported: 02/04/2011 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Bodily Injury/Physical Damage - Premises/Operations - Excavation
Claim Description: while putting in a drain pipe a cable was hit and damaged/see attached

Policy Loss Analysis Summary By Line of Business
For All Locations

Insured: GASTONIA, City of
Loss Period: 07/01/2010 to 01/30/2017
Line(s) of Business: < All >
Producer: 1000758
Policy Number: 791000333-0000

Valuation: 01/30/2017
Claim Status: Open and Closed
Incidents: Include
SIC Code: 9199 000
Policy Term: 07/01/2010 - 07/01/2011

Line of Business: General Liability

Claim/Suffix	Suffix Status	Claimant	Loss Rsv $	Loss Paid $	Alloc Exp Rsv $	Exp Pd $	Subro/ Salvge $	Subtotal $	Ded Amt Rcvd $	Total $
AA-804380 01	Closed	Glenn, Mattia	0	0	0	0	0	**0**	0	**0**
Type of Loss:	OPD									
		Claim Totals:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Loss Date: 02/06/2011 Date Reported: 02/08/2011 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Bodily Injury/Physical Damage - Street/Roads - Road Condition
Claim Description: CLMT MATTIA GLENN - CLMT ALLEGES HE STRUCK A POT HOLE/STATES BUMPER AND OTHER PARTS WERE DAMAG

AA-807687 01	Closed	Barnett, Christian	0	0	0	0	0	**0**	0	**0**
Type of Loss:	OBI									
		Claim Totals:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Loss Date: 02/12/2011 Date Reported: 02/17/2011 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Bodily Injury/Physical Damage - All Other - All Other
Claim Description: CLMT (CHILD) WAS PLAYING ON THE SWINGING TIRE WHEN HE JUMPED AND HIS ARM WAS CUT BY A PIECE OF

AA-807978 01	Closed	Searight, Johnny	0	864	0	0	0	**864**	-864	**0**
Type of Loss:	OPD									
		Claim Totals:	**0**	**864**	**0**	**0**	**0**	**864**	**-864**	**0**

Loss Date: 07/14/2010 Date Reported: 02/18/2011 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Bodily Injury/Physical Damage - Other PD - Water Dmg (acc dis/ovfl)
Claim Description: CLMT JOHNNY SEARIGHT - CLMT STATES CITY REPLACED WATER METER/TURNED ON WATER TO TEST AND FORGO

Policy Loss Analysis Summary By Line of Business
For All Locations

Insured: GASTONIA, City of
Loss Period: 07/01/2010 to 01/30/2017
Line(s) of Business: < All >
Producer: 1000758
Policy Number: 791000333-0000

Valuation: 01/30/2017
Claim Status: Open and Closed
Incidents: Include
SIC Code: 9199 000
Policy Term: 07/01/2010 - 07/01/2011

Line of Business: General Liability

Claim/Suffix	Suffix Status	Claimant	Loss Rsv $	Loss Paid $	Alloc Exp Rsv $	Exp Pd $	Subro/ Salvge $	Subtotal $	Ded Amt Rcvd $	Total $
AA-807981 01	Closed	Ginther, Mary	0	125	0	0	0	**125**	-125	**0**
Type of Loss:	OPD									
		Claim Totals:	**0**	**125**	**0**	**0**	**0**	**125**	**-125**	**0**

Loss Date: 01/16/2011 Date Reported: 02/18/2011 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Bodily Injury/Physical Damage - Other PD - Water Dmg (acc dis/ovfl)
Claim Description: CLMT MARY GINTHER - CLMT STATES WATERLEAK FORMED BECAUSE OF WORK THAT WAS PERFORMED IN 2009

Claim/Suffix	Suffix Status	Claimant	Loss Rsv $	Loss Paid $	Alloc Exp Rsv $	Exp Pd $	Subro/ Salvge $	Subtotal $	Ded Amt Rcvd $	Total $
AA-809050 01	Closed	Ledford, Diane	0	74	0	0	0	**74**	-74	**0**
Type of Loss:	OPD									
		Claim Totals:	**0**	**74**	**0**	**0**	**0**	**74**	**-74**	**0**

Loss Date: 12/29/2010 Date Reported: 02/22/2011 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Bodily Injury/Physical Damage - Premises/Operations - All Other
Claim Description: CITY STRUCK CLAIMANTS SPRINKLER SYSTEM WHEN REPAIRING A WATER LEAK

Claim/Suffix	Suffix Status	Claimant	Loss Rsv $	Loss Paid $	Alloc Exp Rsv $	Exp Pd $	Subro/ Salvge $	Subtotal $	Ded Amt Rcvd $	Total $
AA-809925 01	Closed	Patterson, David	0	0	0	0	0	**0**	0	**0**
Type of Loss:	OPD									
		Claim Totals:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Loss Date: 02/04/2011 Date Reported: 02/24/2011 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Bodily Injury/Physical Damage - Premises/Operations - All Other
Claim Description: CLAIMANT ALLEGES ROOT ON CITY PROPERTY CAUSED DAMAGE TO THE FOUNDATION OF HIS HOME

Policy Loss Analysis Summary By Line of Business
For All Locations

Insured: GASTONIA, City of
Loss Period: 07/01/2010 to 01/30/2017
Line(s) of Business: < All >
Producer: 1000758
Policy Number: 791000333-0000

Valuation: 01/30/2017
Claim Status: Open and Closed
Incidents: Include
SIC Code: 9199 000
Policy Term: 07/01/2010 - 07/01/2011

Line of Business: General Liability

Claim/Suffix	Suffix Status	Claimant	Loss Rsv $	Loss Paid $	Alloc Exp Rsv $	Exp Pd $	Subro/ Salvge $	Subtotal $	Ded Amt Rcvd $	Total $
AA-810015 01	Closed	Berkley, Frank	0	0	0	0	0	**0**	0	**0**
Type of Loss:	OPD									
		Claim Totals:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Loss Date: 02/24/2011 Date Reported: 02/24/2011 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Bodily Injury/Physical Damage - Sewer Backup - Other
Claim Description: Clmt states they have experienced a long history of sewer back ups.

AA-811308 01	Closed	Washington, Phyllis	0	60	0	0	0	**60**	-60	**0**
Type of Loss:	OPD									
		Claim Totals:	**0**	**60**	**0**	**0**	**0**	**60**	**-60**	**0**

Loss Date: 02/28/2011 Date Reported: 03/01/2011 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Bodily Injury/Physical Damage - Premises/Operations - All Other
Claim Description: CLAIMANT (PHYLLIS WASHINGTON) ALLEGES CITY EMPLOYEE KNOCKED SATELLITE DISK OFF OF HOUSE WHEN D

AA-813387 01	Closed	Edwards, Marilyn	0	0	0	0	0	**0**	0	**0**
Type of Loss:	OPD									
		Claim Totals:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Loss Date: 03/06/2011 Date Reported: 03/07/2011 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Bodily Injury/Physical Damage - Sewer Backup - Other
Claim Description: CLMT ALLEGES CITY IS AT FAULT FOR SEWER BACK UP INTO HOME

Policy Loss Analysis Summary By Line of Business
For All Locations

Insured: GASTONIA, City of
Loss Period: 07/01/2010 to 01/30/2017
Line(s) of Business: < All >
Producer: 1000758
Policy Number: 791000333-0000

Valuation: 01/30/2017
Claim Status: Open and Closed
Incidents: Include
SIC Code: 9199 000
Policy Term: 07/01/2010 - 07/01/2011

Line of Business: General Liability

Claim/Suffix	Suffix Status	Claimant	Loss Rsv $	Loss Paid $	Alloc Exp Rsv $	Exp Pd $	Subro/ Salvge $	Subtotal $	Ded Amt Rcvd $	Total $
AA-814891 01	Closed	TIME WARNER,	0	492	0	0	0	**492**	-492	**0**
Type of Loss:	OPD									
		Claim Totals:	**0**	**492**	**0**	**0**	**0**	**492**	**-492**	**0**

Loss Date: 11/22/2010 Date Reported: 03/11/2011 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Bodily Injury/Physical Damage - Premises/Operations - Excavation
Claim Description: WHILE INSTALLING A NEW WATER SERVICE AT 2410 LIVE OAK COURT ON NOVEMBER 22, 2010 WE INADVERTEN

AA-816108 01	Closed	Stamey, Scott	0	0	0	0	0	**0**	0	**0**
Type of Loss:	OPD									
		Claim Totals:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Loss Date: 03/04/2011 Date Reported: 03/15/2011 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Bodily Injury/Physical Damage - Sewer Backup - Other
Claim Description: CLMT ALLEGES SEWER BACKED UP AND FILLED HIS PROP

AA-816559 01	Closed	Williams, Kimya	0	0	0	0	0	**0**	0	**0**
Type of Loss:	OPD									
		Claim Totals:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Loss Date: 03/14/2011 Date Reported: 03/16/2011 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Bodily Injury/Physical Damage - Street/Roads - Other
Claim Description: CLMT: KIMYA WILLIAMS STRUCK A POT HOLE

Policy Loss Analysis Summary By Line of Business
For All Locations

Insured: GASTONIA, City of
Loss Period: 07/01/2010 to 01/30/2017
Line(s) of Business: < All >
Producer: 1000758
Policy Number: 791000333-0000

Valuation: 01/30/2017
Claim Status: Open and Closed
Incidents: Include
SIC Code: 9199 000
Policy Term: 07/01/2010 - 07/01/2011

Line of Business: General Liability

Claim/Suffix	Suffix Status	Claimant	Loss Rsv $	Loss Paid $	Alloc Exp Rsv $	Exp Pd $	Subro/ Salvge $	Subtotal $	Ded Amt Rcvd $	Total $
AA-816925 01	Closed	Benton, Mildred	0	0	0	0	0	**0**	0	**0**
Type of Loss:	OPD									
		Claim Totals:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Loss Date: 03/17/2011 Date Reported: 03/17/2011 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Bodily Injury/Physical Damage - Sewer Backup - Other
Claim Description: CLAIMANT MILDRED BENTON STATES SHE'S HAVING ISSUE WITH SEWAGE BACKING UP / PLUMBER STATES HE H

Claim/Suffix	Suffix Status	Claimant	Loss Rsv $	Loss Paid $	Alloc Exp Rsv $	Exp Pd $	Subro/ Salvge $	Subtotal $	Ded Amt Rcvd $	Total $
AA-817200 01	Closed	Virgil, Cornelle	0	0	0	0	0	**0**	0	**0**
Type of Loss:	OPD									
		Claim Totals:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Loss Date: 03/14/2011 Date Reported: 03/18/2011 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Bodily Injury/Physical Damage - Street/Roads - Road Condition
Claim Description: CLAIMANT STATES HE WAS DRIVING DOWN RANSOM STREET WHEN HIS WINDSHIELD WAS STRUCK BY A ROCK.

Claim/Suffix	Suffix Status	Claimant	Loss Rsv $	Loss Paid $	Alloc Exp Rsv $	Exp Pd $	Subro/ Salvge $	Subtotal $	Ded Amt Rcvd $	Total $
AA-820676 01	Closed	Davis, Louis	0	359	0	0	0	**359**	-359	**0**
Type of Loss:	OPD									
		Claim Totals:	**0**	**359**	**0**	**0**	**0**	**359**	**-359**	**0**

Loss Date: 03/21/2011 Date Reported: 03/30/2011 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Bodily Injury/Physical Damage - All Other - All Other
Claim Description: WORKERS FAILED TO LET CLAIMANT KNOW TO FLUSH THEIR SYSTEM AND WIFE WASHED COMFORTER SET AND TU

Policy Loss Analysis Summary By Line of Business
For All Locations

Insured: GASTONIA, City of
Loss Period: 07/01/2010 to 01/30/2017
Line(s) of Business: < All >
Producer: 1000758
Policy Number: 791000333-0000

Valuation: 01/30/2017
Claim Status: Open and Closed
Incidents: Include
SIC Code: 9199 000
Policy Term: 07/01/2010 - 07/01/2011

Line of Business: General Liability

Claim/Suffix	Suffix Status	Claimant	Loss Rsv $	Loss Paid $	Alloc Exp Rsv $	Exp Pd $	Subro/ Salvge $	Subtotal $	Ded Amt Rcvd $	Total $
AA-823297 01	Closed	Callahan, Lucille	0	0	0	0	0	**0**	0	**0**
Type of Loss:	OPD									
		Claim Totals:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Loss Date: 04/05/2011 Date Reported: 04/08/2011 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Bodily Injury/Physical Damage - All Other - Animal
Claim Description: CLAIMANT ALLEGES SHE LOST 2 TV'S BECAUSE OF A BROKEN NEUTRAL THAT HAD BEEN CHEWED BY A SQUIRRE

Claim/Suffix	Suffix Status	Claimant	Loss Rsv $	Loss Paid $	Alloc Exp Rsv $	Exp Pd $	Subro/ Salvge $	Subtotal $	Ded Amt Rcvd $	Total $
AA-823351 01	Closed	Machnik, Dorothy	0	600	0	0	0	**600**	-600	**0**
Type of Loss:	OPD									
		Claim Totals:	**0**	**600**	**0**	**0**	**0**	**600**	**-600**	**0**

Loss Date: 04/07/2011 Date Reported: 04/08/2011 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Bodily Injury/Physical Damage - Sewer Backup - Other
Claim Description: CLAIMANT IS CLAIMING THE CITY DAMAGED THE SEWER LINE AND CAUSED HER TO INCUR PLUMBING CHARGES

Claim/Suffix	Suffix Status	Claimant	Loss Rsv $	Loss Paid $	Alloc Exp Rsv $	Exp Pd $	Subro/ Salvge $	Subtotal $	Ded Amt Rcvd $	Total $
AA-823989 01	Closed	Belt, Cynthia	0	0	0	0	0	**0**	0	**0**
Type of Loss:	OPD									
		Claim Totals:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Loss Date: 01/31/2011 Date Reported: 04/11/2011 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Bodily Injury/Physical Damage - Sewer Backup - Other
Claim Description: CLAIMANT ALLEGES SHE HAD A SEWER BACKUP ON 1/31/2011

Policy Loss Analysis Summary By Line of Business
For All Locations

Insured: GASTONIA, City of
Loss Period: 07/01/2010 to 01/30/2017
Line(s) of Business: < All >
Producer: 1000758
Policy Number: 791000333-0000

Valuation: 01/30/2017
Claim Status: Open and Closed
Incidents: Include
SIC Code: 9199 000
Policy Term: 07/01/2010 - 07/01/2011

Line of Business: General Liability

Claim/Suffix	Suffix Status	Claimant	Loss Rsv $	Loss Paid $	Alloc Exp Rsv $	Exp Pd $	Subro/ Salvge $	Subtotal $	Ded Amt Rcvd $	Total $
AA-824269 01	Closed	Bryant, Gary	0	240	0	0	0	**240**	-240	**0**
Type of Loss:	OPD									
		Claim Totals:	**0**	**240**	**0**	**0**	**0**	**240**	**-240**	**0**

Loss Date: 04/05/2011 Date Reported: 04/12/2011 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Bodily Injury/Physical Damage - All Other - All Other
Claim Description: CLMT: GARY BRYANT: ALLEGES TREE FROM CITY PROP FELL ONTO HIS CHAIN LINK FENCE ON 4/5/11. TH

AA-824533 01	Closed	Crosby, Aaron	0	0	0	0	0	**0**	0	**0**
Type of Loss:	OPD									
		Claim Totals:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Loss Date: 04/07/2011 Date Reported: 04/13/2011 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Bodily Injury/Physical Damage - All Other - All Other
Claim Description: CLAIMANT STATES HE STRUCK A POT HOLE ON MAPLE AND CHESTNUT

AA-827718 01	Closed	Nichols, Elmer	0	0	0	0	0	**0**	0	**0**
Type of Loss:	OPD									
		Claim Totals:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Loss Date: 04/19/2011 Date Reported: 04/25/2011 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Bodily Injury/Physical Damage - All Other - All Other
Claim Description: claimant alleges there was a broken water meter lid in the road in front of his house. broken

Policy Loss Analysis Summary By Line of Business
For All Locations

Insured: GASTONIA, City of
Loss Period: 07/01/2010 to 01/30/2017
Line(s) of Business: < All >
Producer: 1000758
Policy Number: 791000333-0000

Valuation: 01/30/2017
Claim Status: Open and Closed
Incidents: Include
SIC Code: 9199 000
Policy Term: 07/01/2010 - 07/01/2011

Line of Business: General Liability

Claim/Suffix	Suffix Status	Claimant	Loss Rsv $	Loss Paid $	Alloc Exp Rsv $	Exp Pd $	Subro/ Salvge $	Subtotal $	Ded Amt Rcvd $	Total $
AA-827925 01	Closed	AT&T,	0	0	0	0	0	**0**	0	**0**
Type of Loss:	OPD									
		Claim Totals:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Loss Date: 03/03/2011 Date Reported: 04/26/2011 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Bodily Injury/Physical Damage - All Other - All Other
Claim Description: CLMT ALLEGES THE CITY IS RESPONSIBLE FOR DAMAGE TO AT&T LINES.

AA-828015 01	Closed	Frazier, Brenda	0	0	0	0	0	**0**	0	**0**
Type of Loss:	OBI									
		Claim Totals:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Loss Date: 04/25/2011 Date Reported: 04/26/2011 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Bodily Injury/Physical Damage - Street/Roads - Other
Claim Description: CLMT (BRENDA FRAZIER) ALLEGES BUS DID NOT PICK HER UP CAUSING HER TO HAVE TO WALK TO A DR APPT

AA-828566 01	Closed	Roberts, Edna	0	0	0	0	0	**0**	0	**0**
Type of Loss:	OBI									
		Claim Totals:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Loss Date: 04/27/2011 Date Reported: 04/28/2011 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Bodily Injury/Physical Damage - Slip/Trip and Fall - Building
Claim Description: CLAIMANT FELL DOWN THE STAIRS ON THE INSURED'S PROPERTY.

Policy Loss Analysis Summary By Line of Business
For All Locations

Insured: GASTONIA, City of
Loss Period: 07/01/2010 to 01/30/2017
Line(s) of Business: < All >
Producer: 1000758
Policy Number: 791000333-0000

Valuation: 01/30/2017
Claim Status: Open and Closed
Incidents: Include
SIC Code: 9199 000
Policy Term: 07/01/2010 - 07/01/2011

Line of Business: General Liability

Claim/Suffix	Suffix Status	Claimant	Loss Rsv $	Loss Paid $	Alloc Exp Rsv $	Exp Pd $	Subro/ Salvge $	Subtotal $	Ded Amt Rcvd $	Total $
AA-829959 01	Closed	Myers, Terry	0	0	0	0	0	**0**	0	**0**
Type of Loss:	OPD									
		Claim Totals:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Loss Date: 05/02/2011 Date Reported: 05/03/2011 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Bodily Injury/Physical Damage - Street/Roads - Road Condition
Claim Description: CLAIMANT HIT MANHOLE COVER, DAMAGE TO VEHICLE AND NOT ABLE TO DRIVE

AA-830753 01	Closed	Leach, Kathleen	0	0	0	0	0	**0**	0	**0**
Type of Loss:	OPD									
		Claim Totals:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Loss Date: 04/25/2011 Date Reported: 05/06/2011 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Bodily Injury/Physical Damage - Street/Roads - Road Condition
Claim Description: CLMT KATHLEEN LEACH-CLMT STATES CITY PAVED ROAD IN FRONT OF HER DRIVEWAY AND IT IS TOO HIGH, D

AA-831827 01	Closed	Fox, Judith	0	0	0	0	0	**0**	0	**0**
Type of Loss:	OPD									
		Claim Totals:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Loss Date: 05/10/2011 Date Reported: 05/10/2011 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Bodily Injury/Physical Damage - All Other - All Other
Claim Description: CLMT ALLEGES THE CITY KILLED HER TREE BY PRUNING IT (OVER THE YEARS)

Policy Loss Analysis Summary By Line of Business
For All Locations

Insured: GASTONIA, City of
Loss Period: 07/01/2010 to 01/30/2017
Line(s) of Business: < All >
Producer: 1000758
Policy Number: 791000333-0000

Valuation: 01/30/2017
Claim Status: Open and Closed
Incidents: Include
SIC Code: 9199 000
Policy Term: 07/01/2010 - 07/01/2011

Line of Business: General Liability

Claim/Suffix	Suffix Status	Claimant	Loss Rsv $	Loss Paid $	Alloc Exp Rsv $	Exp Pd $	Subro/ Salvge $	Subtotal $	Ded Amt Rcvd $	Total $
AA-832451 01	Closed	Jacobs, Kelvin	0	0	0	0	0	**0**	0	**0**
Type of Loss:	OPD									
		Claim Totals:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Loss Date: 05/10/2011 Date Reported: 05/12/2011 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Bodily Injury/Physical Damage - All Other - All Other
Claim Description: CLAIMANT STATED POWER LINES FELL ONTO VEHICLE AND THE LINES CAUGHT HIS VEHICLE ON FIRE AND DAM

Claim/Suffix	Suffix Status	Claimant	Loss Rsv $	Loss Paid $	Alloc Exp Rsv $	Exp Pd $	Subro/ Salvge $	Subtotal $	Ded Amt Rcvd $	Total $
AA-832471 01	Closed	Adams, Chuckie	0	0	0	0	0	**0**	0	**0**
Type of Loss:	OPD									
		Claim Totals:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Loss Date: 05/10/2011 Date Reported: 05/12/2011 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Bodily Injury/Physical Damage - All Other - All Other
Claim Description: CLAIMANT STATED A TREE FELL FROM CITY PROPERTY DURING THE STORM AND DAMAGED HIS FENCE

Claim/Suffix	Suffix Status	Claimant	Loss Rsv $	Loss Paid $	Alloc Exp Rsv $	Exp Pd $	Subro/ Salvge $	Subtotal $	Ded Amt Rcvd $	Total $
AA-833802 01	Closed	Davis, Angel	0	0	0	0	0	**0**	0	**0**
Type of Loss:	OPD									
		Claim Totals:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Loss Date: 03/18/2011 Date Reported: 05/17/2011 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Bodily Injury/Physical Damage - All Other - All Other
Claim Description: CLAIMANT ALLEGES THE CITY PUT ROCKS ON HER DRIVEWAY THAT CAUSED DAMAGE TO HER CAR

Policy Loss Analysis Summary By Line of Business
For All Locations

Insured: GASTONIA, City of
Loss Period: 07/01/2010 to 01/30/2017
Line(s) of Business: < All >
Producer: 1000758
Policy Number: 791000333-0000

Valuation: 01/30/2017
Claim Status: Open and Closed
Incidents: Include
SIC Code: 9199 000
Policy Term: 07/01/2010 - 07/01/2011

Line of Business: General Liability

Claim/Suffix	Suffix Status	Claimant	Loss Rsv $	Loss Paid $	Alloc Exp Rsv $	Exp Pd $	Subro/ Salvge $	Subtotal $	Ded Amt Rcvd $	Total $
AA-835474 01	Closed	Weathers, Anita	0	0	0	0	0	**0**	0	**0**
Type of Loss:	OBI									
		Claim Totals:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Loss Date: 05/22/2011 Date Reported: 05/23/2011 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Bodily Injury/Physical Damage - Premises/Operations - Fall/ Slip/ Trip
Claim Description: CLMT (ANITA WEATHERS) FELL IN HOLE IN DRIVEWAY THAT THE CITY LEFT. SHE BROKE HER ARM IN THREE

Claim/Suffix	Suffix Status	Claimant	Loss Rsv $	Loss Paid $	Alloc Exp Rsv $	Exp Pd $	Subro/ Salvge $	Subtotal $	Ded Amt Rcvd $	Total $
AA-837241 01	Closed	Threats, Jacqueline	0	0	0	0	0	**0**	0	**0**
Type of Loss:	OPD									
		Claim Totals:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Loss Date: 05/10/2011 Date Reported: 05/31/2011 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Bodily Injury/Physical Damage - All Other - All Other
Claim Description: CLAIMANT (JACQUELINE THREATS) ALLEGES TREE FELL ON HERE HOUSE DURING STORM.

Claim/Suffix	Suffix Status	Claimant	Loss Rsv $	Loss Paid $	Alloc Exp Rsv $	Exp Pd $	Subro/ Salvge $	Subtotal $	Ded Amt Rcvd $	Total $
AA-837395 01	Closed	Cox, Kay	0	0	0	0	0	**0**	0	**0**
Type of Loss:	OPD									
		Claim Totals:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Loss Date: 05/25/2011 Date Reported: 06/01/2011 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Bodily Injury/Physical Damage - Street/Roads - Other
Claim Description: CLAIMANT (KAY COX) ALLEGES SHE WAS TREVELING TO HER NIECE'S HOUSE AT 1200 OLD SPENCER MOUNTAIN

Policy Loss Analysis Summary By Line of Business
For All Locations

Insured: GASTONIA, City of
Loss Period: 07/01/2010 to 01/30/2017
Line(s) of Business: < All >
Producer: 1000758
Policy Number: 791000333-0000

Valuation: 01/30/2017
Claim Status: Open and Closed
Incidents: Include
SIC Code: 9199 000
Policy Term: 07/01/2010 - 07/01/2011

Line of Business: General Liability

Claim/Suffix	Suffix Status	Claimant	Loss Rsv $	Loss Paid $	Alloc Exp Rsv $	Exp Pd $	Subro/ Salvge $	Subtotal $	Ded Amt Rcvd $	Total $
AA-837912 01	Closed	Ross, Jamie	0	0	0	0	0	**0**	0	**0**
Type of Loss:	OPD									
		Claim Totals:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Loss Date: 05/24/2011 Date Reported: 06/02/2011 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Bodily Injury/Physical Damage - Street/Roads - Road Condition
Claim Description: CLAIMANT ALLEGES WHILE TRAVELING DOWN 1200 OLD SPENCER MOUTAIN ROAD WHEN THEY GOT A TAR SUBSTA

Claim/Suffix	Suffix Status	Claimant	Loss Rsv $	Loss Paid $	Alloc Exp Rsv $	Exp Pd $	Subro/ Salvge $	Subtotal $	Ded Amt Rcvd $	Total $
AA-839224 01	Closed	BARKLEY ENTERPRR,	0	0	0	0	0	**0**	0	**0**
Type of Loss:	OPD									
		Claim Totals:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Loss Date: 05/11/2011 Date Reported: 06/06/2011 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Bodily Injury/Physical Damage - All Other - All Other
Claim Description: CLAIMANT (BARKLEY ENTERPRISES) ALLEGES THE CITY HAS TRESPASSED AND DUMPED DEBRIS/TRASH/OTHER I

Claim/Suffix	Suffix Status	Claimant	Loss Rsv $	Loss Paid $	Alloc Exp Rsv $	Exp Pd $	Subro/ Salvge $	Subtotal $	Ded Amt Rcvd $	Total $
AA-840244 01	Closed	Carter, Phyllis	0	0	0	0	0	**0**	0	**0**
Type of Loss:	OBI									
		Claim Totals:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Loss Date: 06/06/2011 Date Reported: 06/09/2011 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Bodily Injury/Physical Damage - Slip/Trip and Fall - Streets/Roads
Claim Description: CLAIMANT FELL ON UNEVEN SIDEWALK

Policy Loss Analysis Summary By Line of Business
For All Locations

Insured: GASTONIA, City of
Loss Period: 07/01/2010 to 01/30/2017
Line(s) of Business: < All >
Producer: 1000758
Policy Number: 791000333-0000

Valuation: 01/30/2017
Claim Status: Open and Closed
Incidents: Include
SIC Code: 9199 000
Policy Term: 07/01/2010 - 07/01/2011

Line of Business: General Liability

Claim/Suffix	Suffix Status	Claimant	Loss Rsv $	Loss Paid $	Alloc Exp Rsv $	Exp Pd $	Subro/ Salvge $	Subtotal $	Ded Amt Rcvd $	Total $
AA-840355 01	Closed	Nguyen, Kelly	0	206	0	0	0	**206**	-206	**0**
Type of Loss:	OPD									
		Claim Totals:	**0**	**206**	**0**	**0**	**0**	**206**	**-206**	**0**

Loss Date: 06/09/2011 Date Reported: 06/09/2011 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Bodily Injury/Physical Damage - Premises/Operations - Fall or flying Obj
Claim Description: CLMT STATES THE CITY CREW WAS CUTTING GRASS ON 200 E. LONG AVE TODAY WHEN HER VEHICLE WAS STRU

Claim/Suffix	Suffix Status	Claimant	Loss Rsv $	Loss Paid $	Alloc Exp Rsv $	Exp Pd $	Subro/ Salvge $	Subtotal $	Ded Amt Rcvd $	Total $
AA-845439 01	Closed	Hall, Lakesha	0	0	0	0	0	**0**	0	**0**
Type of Loss:	OPD									
		Claim Totals:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Loss Date: 06/25/2011 Date Reported: 06/28/2011 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Bodily Injury/Physical Damage - Street/Roads - Road Condition
Claim Description: CLMT (LAKESHA HALL) HIT POT HOLE ON E FRANKLIN BLVD ACCIDENT DAMAGED CLAIMANT'S 24" RIMS AND T

Claim/Suffix	Suffix Status	Claimant	Loss Rsv $	Loss Paid $	Alloc Exp Rsv $	Exp Pd $	Subro/ Salvge $	Subtotal $	Ded Amt Rcvd $	Total $
AA-846715 01	Closed	Temple, Randy	0	0	0	0	0	**0**	0	**0**
Type of Loss:	OPD									
		Claim Totals:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Loss Date: 06/24/2011 Date Reported: 07/05/2011 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Bodily Injury/Physical Damage - Premises/Operations - All Other
Claim Description: CLAIMANT ALLEGES CITY REPLACED WATER VALVE AND CAUSED DEBRIS TO ENTER HIS WATER LINE.

Policy Loss Analysis Summary By Line of Business
For All Locations

Insured: GASTONIA, City of
Loss Period: 07/01/2010 to 01/30/2017
Line(s) of Business: < All >
Producer: 1000758
Policy Number: 791000333-0000

Valuation: 01/30/2017
Claim Status: Open and Closed
Incidents: Include
SIC Code: 9199 000
Policy Term: 07/01/2010 - 07/01/2011

Line of Business: General Liability

Claim/Suffix	Suffix Status	Claimant	Loss Rsv $	Loss Paid $	Alloc Exp Rsv $	Exp Pd $	Subro/ Salvge $	Subtotal $	Ded Amt Rcvd $	Total $
AA-849471 01	Closed	Long, Virginia	0	316	0	0	0	**316**	-316	**0**
Type of Loss:	OPD									
AA-849471 02	Closed	GREEN SPUN TEXTT,	0	0	0	0	0	**0**	0	**0**
Type of Loss:	OPD									
		Claim Totals:	**0**	**316**	**0**	**0**	**0**	**316**	**-316**	**0**

Loss Date: 06/28/2011 Date Reported: 07/13/2011 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Bodily Injury/Physical Damage - All Other - All Other
Claim Description: CLMT (JENN'Y WIGS/VIRGNIA LONG) ALLEGES CITY POLE ISSES WERE TO BLAME FOR DAMAGE TO THE BALLAS

AA-853632 02	Closed	Pearson Jr, Furman	0	0	0	0	0	**0**	0	**0**
Type of Loss:	OPD									
		Claim Totals:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Loss Date: 05/10/2011 Date Reported: 07/29/2011 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Bodily Injury/Physical Damage - Sewer Backup - Other
Claim Description: CLAIMANT ALLEGES STORM DRAIN WAS BLOCKED BY LEAVES AND DEBRIS AND THE STORM WATER RAN INTO HIS

AA-870122 01	Closed	Gunn, Bobby	0	0	0	0	0	**0**	0	**0**
Type of Loss:	OPD									
		Claim Totals:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Loss Date: 06/15/2011 Date Reported: 09/14/2011 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Bodily Injury/Physical Damage - All Other - Water Damage
Claim Description: CLAIMANT ALLEGES THE CITY CAUSED HIS WATER LINES TO LEAK AFTER RENEWING CITY WATER LINES ON 6/

Policy Loss Analysis Summary By Line of Business
For All Locations

Insured: GASTONIA, City of
Loss Period: 07/01/2010 to 01/30/2017
Line(s) of Business: < All >
Producer: 1000758
Policy Number: 791000333-0000

Valuation: 01/30/2017
Claim Status: Open and Closed
Incidents: Include
SIC Code: 9199 000
Policy Term: 07/01/2010 - 07/01/2011

Line of Business: General Liability

Claim/Suffix	Suffix Status	Claimant	Loss Rsv $	Loss Paid $	Alloc Exp Rsv $	Exp Pd $	Subro/ Salvge $	Subtotal $	Ded Amt Rcvd $	Total $
AA-939244 01	Closed	Wellman, Duke	0	1,000	0	0	0	**1,000**	-1,000	**0**
Type of Loss: OPD										
		Claim Totals:	**0**	**1,000**	**0**	**0**	**0**	**1,000**	**-1,000**	**0**

Loss Date: 05/03/2011 Date Reported: 06/20/2012 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Bodily Injury/Physical Damage - All Other - All Other
Claim Description: CLMT STATES THAT WHEN THE CITY DID WORK TO HIS WATER LINES, HIS IRROGATION SYTEM WAS DAMAGED A

Totals for General Liability	**0**	**16,590**	**0**	**0**	**0**	**16,590**	**-16,590**	**0**
84 (Claims)									

Policy Loss Analysis Summary By Line of Business
For All Locations

Insured: GASTONIA, City of
Loss Period: 07/01/2010 to 01/30/2017
Line(s) of Business: < All >
Producer: 1000758
Policy Number: 791000333-0000

Valuation: 01/30/2017
Claim Status: Open and Closed
Incidents: Include
SIC Code: 9199 000
Policy Term: 07/01/2010 - 07/01/2011

Line of Business: Law Enforcement Liability

Claim/Suffix	Suffix Status	Claimant	Loss Rsv $	Loss Paid $	Alloc Exp Rsv $	Exp Pd $	Subro/ Salvge $	Subtotal $	Ded Amt Rcvd $	Total $
AA-802661 01	Closed	Ty'France Clinto, La'Munja	0	22,500	0	0	0	**22,500**	-22,500	**0**
Type of Loss:	OBI									
		Claim Totals:	**0**	**22,500**	**0**	**0**	**0**	**22,500**	**-22,500**	**0**
Loss Date: 02/03/2011 Date Reported: 02/04/2011 Claim Status: Closed										
Accident Location: Gastonia, NC										
Cause of Accident: Law Enforcement Liability - Excessive Force - Canine										
Claim Description: Claimant was walking out of the police department and the K-9 dog came from nowhere and bit h										
AB-071056 00	Closed	,	0	0	0	0	0	**0**	0	**0**
Type of Loss:	Other Bodily Injury									
AB-071056 01	Closed	Stroud, James	0	0	0	5,912	0	**5,912**	-5,912	**0**
Type of Loss:	OBI									
		Claim Totals:	**0**	**0**	**0**	**5,912**	**0**	**5,912**	**-5,912**	**0**
Loss Date: 12/07/2010 Date Reported: 12/18/2013 Claim Status: Closed										
Accident Location: Gastonia, NC										
Cause of Accident: Law Enforcement Liability - Malicious Prosecution - All Other										
Claim Description: Clmt alleges mental anguise and negligent misrepresentation by officer										
Totals for Law Enforcement Liability			**0**	**22,500**	**0**	**5,912**	**0**	**28,412**	**-28,412**	**0**

2 (Claims)

Policy Loss Analysis Summary By Line of Business
For All Locations

Insured: GASTONIA, City of
Loss Period: 07/01/2010 to 01/30/2017
Line(s) of Business: < All >
Producer: 1000758
Policy Number: 791000333-0000

Valuation: 01/30/2017
Claim Status: Open and Closed
Incidents: Include
SIC Code: 9199 000
Policy Term: 07/01/2010 - 07/01/2011

Line of Business: Public Official Liability

Claim/Suffix	Suffix Status	Claimant	Loss Rsv $	Loss Paid $	Alloc Exp Rsv $	Exp Pd $	Subro/ Salvge $	Subtotal $	Ded Amt Rcvd $	Total $
AA-751317 01	Closed	Chaudry, Subhan	0	0	0	0	0	**0**	0	**0**
Type of Loss:	OBI									
		Claim Totals:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Loss Date: 08/12/2010 Date Reported: 08/19/2010 Claim Status: Closed

Accident Location: Gastonia, NC

Cause of Accident: Public Official Liability - Civil Rights - First Amendment

Claim Description: CLMT FILED SUIT ALLEGING NEW TAXI CAB PERMIT PROCESS IS UNCONSTITUTIONAL AND WANTS A RESTRAINI

Totals for Public Official Liability		**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

1 (Claims)

Policy Loss Analysis Summary By Line of Business
For All Locations

Insured: GASTONIA, City of
Loss Period: 07/01/2010 to 01/30/2017
Line(s) of Business: < All >
Producer: 1000758

Valuation: 01/30/2017
Claim Status: Open and Closed
Incidents: Include
SIC Code: 9199 000

	Total Claims	Loss Rsv $	Loss Paid $	Alloc Exp Rsv $	Exp Pd $	Subro/ Salvge $	Subtotal $	Ded Amt Rcvd $	Total $
Totals for Policy 791000333-0000	**121**	**0**	**137,392**	**0**	**22,694**	**0**	**160,086**	**-138,711**	**21,375**

Policy Loss Analysis Summary By Line of Business
For All Locations

Insured: GASTONIA, City of
Loss Period: 07/01/2010 to 01/30/2017
Line(s) of Business: < All >
Producer: 1000758
Policy Number: 791000333-0001

Valuation: 01/30/2017
Claim Status: Open and Closed
Incidents: Include
SIC Code: 9199 000
Policy Term: 07/01/2011 - 07/01/2012

Line of Business: Automobile

Claim/Suffix	Suffix Status	Claimant	Loss Rsv $	Loss Paid $	Alloc Exp Rsv $	Exp Pd $	Subro/ Salvge $	Subtotal $	Ded Amt Rcvd $	Total $
AA-858310 01	Closed	Presto, Joseph	0	0	0	0	0	**0**	0	**0**
Type of Loss:	APD									
		Claim Totals:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Loss Date: 08/15/2011 Date Reported: 08/15/2011 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Any Other - Truck--Straight Pickup--Insured Owner - Our Insured--Not At Fault
Claim Description: CLMT STATES HE WAS DRIVING BEHIND CITY TRUCK WHEN A ROCK CAME OUT AND HIT HIS WINDSHIELD CAUSI
Driver: DRIVER , UNKNOWN

AA-867426 01	Closed	CITY OF GASTONIA,	0	0	0	0	0	**0**	0	**0**
Type of Loss:	Collision									
AA-867426 05	Closed	Thomas, Robert	0	0	0	0	0	**0**	0	**0**
Type of Loss:	APD									
AA-867426 06	Closed	Parker, Angel	0	0	0	0	0	**0**	0	**0**
Type of Loss:	ABI									
AA-867426 07	Closed	Thomas, Samuel	0	0	0	0	0	**0**	0	**0**
Type of Loss:	ABI									
AA-867426 08	Closed	Thomas, Hunter	0	0	0	0	0	**0**	0	**0**
Type of Loss:	ABI									
		Claim Totals:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Loss Date: 08/29/2011 Date Reported: 09/07/2011 Claim Status: Closed
Accident Location: Gastonian, NC
Cause of Accident: Was Involved In An Intersection Accident - Bus--Insured Owner - Our Insured--Not At Fault
Claim Description: OV RAN A STOP SIGN AT AN INTERSECTION CAUSING IV TO TBONED THE OV
Driver: Levoli , Ellen

AA-870239 01	Closed	CITY OF GASTONIA,	0	0	0	0	0	**0**	0	**0**
Type of Loss:	Collision									
AA-870239 02	Closed	Reid, Alice	0	0	0	0	0	**0**	0	**0**
Type of Loss:	APD									

Policy Loss Analysis Summary By Line of Business
For All Locations

Insured: GASTONIA, City of
Loss Period: 07/01/2010 to 01/30/2017
Line(s) of Business: < All >
Producer: 1000758
Policy Number: 791000333-0001

Valuation: 01/30/2017
Claim Status: Open and Closed
Incidents: Include
SIC Code: 9199 000
Policy Term: 07/01/2011 - 07/01/2012

Line of Business: Automobile

Claim/Suffix	Suffix Status	Claimant	Loss Rsv $	Loss Paid $	Alloc Exp Rsv $	Exp Pd $	Subro/ Salvge $	Subtotal $	Ded Amt Rcvd $	Total $
AA-870239 03	Closed	Reid, Jaron	0	0	0	0	0	**0**	0	**0**
Type of Loss:	ABI									
		Claim Totals:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
Loss Date: 09/06/2011 Date Reported: 09/14/2011 Claim Status: Closed										
Accident Location: Gastonia, NC										
Cause of Accident: Backed Into Other Vehicle - Tractor Trailer--Insured Owner - Our Insured--At Fault										
Claim Description: OV was driving down the street when ID was backing out and struc OV.										
Driver: Richardson , Travis										
AA-871881 01	Closed	CITY OF GASTONIA,	0	0	0	0	0	**0**	0	**0**
Type of Loss:	Collision									
AA-871881 02	Closed	Zamora, Ruben Ortiz	0	869	0	0	0	**869**	-869	**0**
Type of Loss:	APD									
		Claim Totals:	**0**	**869**	**0**	**0**	**0**	**869**	**-869**	**0**
Loss Date: 09/06/2011 Date Reported: 09/20/2011 Claim Status: Closed										
Accident Location: Gastonia, NC										
Cause of Accident: Hit Parked Car - Tractor Trailer--Insured Owner - Our Insured--At Fault										
Claim Description: IV HIT PARKED CAR										
Driver: DRIVER , UNKNOWN										
AA-876497 01	Closed	Baranpuria, Ashok	0	230	0	0	0	**230**	-230	**0**
Type of Loss:	APD									
		Claim Totals:	**0**	**230**	**0**	**0**	**0**	**230**	**-230**	**0**
Loss Date: 08/15/2011 Date Reported: 10/05/2011 Claim Status: Closed										
Accident Location: Gastonia, NC										
Cause of Accident: Any Other - Truck--Straight Pickup--Insured Owner - Our Insured--At Fault										
Claim Description: CLMT (ASHOK "EDDIE" BARANPURIA) STATES THAT THE CITY DAMAGED HIS FENCE WHEN COLLECTING THE TRA										
Driver: DRIVER , UNKNOWN										

Policy Loss Analysis Summary By Line of Business
For All Locations

Insured: GASTONIA, City of
Loss Period: 07/01/2010 to 01/30/2017
Line(s) of Business: < All >
Producer: 1000758
Policy Number: 791000333-0001

Valuation: 01/30/2017
Claim Status: Open and Closed
Incidents: Include
SIC Code: 9199 000
Policy Term: 07/01/2011 - 07/01/2012

Line of Business: Automobile

Claim/Suffix	Suffix Status	Claimant	Loss Rsv $	Loss Paid $	Alloc Exp Rsv $	Exp Pd $	Subro/ Salvge $	Subtotal $	Ded Amt Rcvd $	Total $
AA-879518 01	Closed	CITY OF GASTONIA,	0	0	0	0	0	**0**	0	**0**
Type of Loss:	Collision									
AA-879518 02	Closed	Echeverria, Paul	0	2,357	0	0	0	**2,357**	-2,357	**0**
Type of Loss:	APD									
		Claim Totals:	**0**	**2,357**	**0**	**0**	**0**	**2,357**	**-2,357**	**0**

Loss Date: 10/13/2011 Date Reported: 10/17/2011 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Was Passing Other Vehicle - Bus--Insured Owner - Our Insured--At Fault
Claim Description: IV was taking left and struck OV that was stopped
Driver: White , Sally

AA-880448 02	Closed	Kauserud, John	0	14,822	0	0	0	**14,822**	-14,822	**0**
Type of Loss:	APD									
		Claim Totals:	**0**	**14,822**	**0**	**0**	**0**	**14,822**	**-14,822**	**0**

Loss Date: 10/06/2011 Date Reported: 10/20/2011 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Was Involved In An Intersection Accident - Auto (Passenger Type)--Insured Owner - Our Insured--At Fault
Claim Description: Clmt states that a police car collided with his car - Clmt's car is in the body shop waiting f
Driver: Blalock , Jamey

AA-882352 01	Closed	CITY OF GASTONIA,	0	0	0	0	0	**0**	0	**0**
Type of Loss:	Collision									
AA-882352 02	Closed	Dobo, Kathleen	0	529	0	0	0	**529**	-529	**0**
Type of Loss:	APD									

Policy Loss Analysis Summary By Line of Business
For All Locations

Insured: GASTONIA, City of
Loss Period: 07/01/2010 to 01/30/2017
Line(s) of Business: < All >
Producer: 1000758
Policy Number: 791000333-0001

Valuation: 01/30/2017
Claim Status: Open and Closed
Incidents: Include
SIC Code: 9199 000
Policy Term: 07/01/2011 - 07/01/2012

Line of Business: Automobile

Claim/Suffix	Suffix Status	Claimant	Loss Rsv $	Loss Paid $	Alloc Exp Rsv $	Exp Pd $	Subro/ Salvge $	Subtotal $	Ded Amt Rcvd $	Total $
		Claim Totals:	**0**	**529**	**0**	**0**	**0**	**529**	**-529**	**0**
Loss Date: 10/27/2011 Date Reported: 10/27/2011 Claim Status: Closed										
Accident Location: Gastonia, NC										
Cause of Accident: Struck Other Vehicle Ahead - Truck--Straight Pickup--Insured Owner - Our Insured--At Fault										
Claim Description: OV STOPPED AT SIGNAL LIGHT WHEN IV R/E CV										
Driver: Dobo , Kathleen										
AA-884410 01	Closed	Hall, April	0	660	0	0	0	**660**	-660	**0**
Type of Loss: ABI										
AA-884410 02	Closed	Miller, Kenny	0	0	0	0	0	**0**	0	**0**
Type of Loss: ABI										
AA-884410 03	Closed	Dickey, Aariyone	0	250	0	0	0	**250**	-250	**0**
Type of Loss: ABI										
		Claim Totals:	**0**	**910**	**0**	**0**	**0**	**910**	**-910**	**0**
Loss Date: 10/17/2011 Date Reported: 11/01/2011 Claim Status: Closed										
Accident Location: Gastonia, NC										
Cause of Accident: Any Other - Bus--Insured Owner - Our Insured--At Fault										
Claim Description: clmt alleges bus driver slammed on brakes, when 2 vehicles ran a red light.										
Driver: Dockery , David										
AA-885120	Closed	DRIVER, UNKNOWN	0	0	0	0	0	**0**	0	**0**
Type of Loss: Unknown										
		Claim Totals:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
Loss Date: 11/02/2011 Date Reported: 11/03/2011 Claim Status: Closed										
Accident Location: Gastonia, NC										
Cause of Accident: Any Other - Other --Insured Owner - Our Insured--Fault Not Known Or Not Determined										
Claim Description: Clmt (Carrie Washington) states that a trash truck backed into her driveway, knocking down a d										
Driver: DRIVER , UNKNOWN										

Policy Loss Analysis Summary By Line of Business
For All Locations

Insured: GASTONIA, City of
Loss Period: 07/01/2010 to 01/30/2017
Line(s) of Business: < All >
Producer: 1000758
Policy Number: 791000333-0001

Valuation: 01/30/2017
Claim Status: Open and Closed
Incidents: Include
SIC Code: 9199 000
Policy Term: 07/01/2011 - 07/01/2012

Line of Business: Automobile

Claim/Suffix	Suffix Status	Claimant	Loss Rsv $	Loss Paid $	Alloc Exp Rsv $	Exp Pd $	Subro/ Salvge $	Subtotal $	Ded Amt Rcvd $	Total $
AA-889495 01	Closed	CITY OF GASTONIA,	0	0	0	0	0	**0**	0	**0**
Type of Loss:	Collision									
AA-889495 02	Closed	Pearson, Gladys	0	900	0	0	0	**900**	-900	**0**
Type of Loss:	APD									
		Claim Totals:	**0**	**900**	**0**	**0**	**0**	**900**	**-900**	**0**

Loss Date: 11/03/2011 Date Reported: 11/16/2011 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Struck Object Other Than Pedestrian Or Vehicle - Auto (Passenger Type)--Insured Owner - Our Insured--At Fault
Claim Description: IV STRUCK CORNER OF CLMT'S HOUSE WHILE HE WAS BACKING AROUND THE HOUSE
Driver: Phillips , Charles

AA-892303 01	Closed	Monroe, Willie May	0	800	0	0	0	**800**	-800	**0**
Type of Loss:	ABI									
		Claim Totals:	**0**	**800**	**0**	**0**	**0**	**800**	**-800**	**0**

Loss Date: 11/21/2011 Date Reported: 11/29/2011 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Any Other - Bus--Insured Owner - Our Insured--At Fault
Claim Description: Clmt (Willie May Monroe) states she was riding the us when the bus driver slammed on brakes an
Driver: DRIVER , UNKNOWN

AA-894507 01	Closed	City of Gastonia,	0	0	0	0	0	**0**	0	**0**
Type of Loss:	Collision									
AA-894507 02	Closed	Mitchell, Jacqueline	0	702	0	0	0	**702**	-702	**0**
Type of Loss:	APD									
AA-894507 03	Closed	Kendrick, Cerenity	0	900	0	0	0	**900**	-900	**0**
Type of Loss:	ABI									
AA-894507 04	Closed	Holmes, Brianna	0	1,236	0	0	0	**1,236**	-1,236	**0**
Type of Loss:	ABI									
AA-894507 05	Closed	Holmes, Jakenjra	0	900	0	0	0	**900**	-900	**0**
Type of Loss:	ABI									

Policy Loss Analysis Summary By Line of Business
For All Locations

Insured: GASTONIA, City of
Loss Period: 07/01/2010 to 01/30/2017
Line(s) of Business: < All >
Producer: 1000758
Policy Number: 791000333-0001

Valuation: 01/30/2017
Claim Status: Open and Closed
Incidents: Include
SIC Code: 9199 000
Policy Term: 07/01/2011 - 07/01/2012

Line of Business: Automobile

Claim/Suffix	Suffix Status	Claimant	Loss Rsv $	Loss Paid $	Alloc Exp Rsv $	Exp Pd $	Subro/ Salvge $	Subtotal $	Ded Amt Rcvd $	Total $
		Claim Totals:	**0**	**3,738**	**0**	**0**	**0**	**3,738**	**-3,738**	**0**
Loss Date: 12/05/2011 Date Reported: 12/07/2011 Claim Status: Closed										
Accident Location: Gastonia, NC										
Cause of Accident: Struck Other Vehicle Ahead - Auto (Passenger Type)--Insured Owner - Our Insured--At Fault										
Claim Description: IV r/e OV										
Driver: Holmes , Jakenjra										
AA-896243 01	Closed	PSNC Energy,	0	794	0	0	0	**794**	-794	**0**
Type of Loss: APD										
		Claim Totals:	**0**	**794**	**0**	**0**	**0**	**794**	**-794**	**0**
Loss Date: 12/08/2011 Date Reported: 12/14/2011 Claim Status: Closed										
Accident Location: Gastonia, NC										
Cause of Accident: Struck Object Other Than Pedestrian Or Vehicle - Auto (Passenger Type)--Insured Owner - Our Insured--At Fault										
Claim Description: IV BACKED INTO GATE CONTROL										
Driver: DRIVER , UNKNOWN										
AA-897350 02	Closed	Carroll, Brittany	0	2,292	0	0	0	**2,292**	-2,292	**0**
Type of Loss: APD										
AA-897350 03	Closed	Carroll, Brittany	0	287	0	0	0	**287**	-287	**0**
Type of Loss: APD										
		Claim Totals:	**0**	**2,579**	**0**	**0**	**0**	**2,579**	**-2,579**	**0**
Loss Date: 12/17/2011 Date Reported: 12/19/2011 Claim Status: Closed										
Accident Location: Gastonia, NC										
Cause of Accident: Lost Control Of Vehicle - Auto (Passenger Type)--Insured Owner - Our Insured--At Fault										
Claim Description: IV WAS S/B ON TRENTON STREET. OV1 IN FAR RIGHT LANE AND IV CAME TO LIGHT AND HIT HIS BRAKES AN										
Driver: Lewis Ov1 , Craig										

Policy Loss Analysis Summary By Line of Business
For All Locations

Insured: GASTONIA, City of
Loss Period: 07/01/2010 to 01/30/2017
Line(s) of Business: < All >
Producer: 1000758
Policy Number: 791000333-0001

Valuation: 01/30/2017
Claim Status: Open and Closed
Incidents: Include
SIC Code: 9199 000
Policy Term: 07/01/2011 - 07/01/2012

Line of Business: Automobile

Claim/Suffix	Suffix Status	Claimant	Loss Rsv $	Loss Paid $	Alloc Exp Rsv $	Exp Pd $	Subro/ Salvge $	Subtotal $	Ded Amt Rcvd $	Total $
AA-899744 00	Closed	,	0	0	0	0	0	**0**	0	**0**
Type of Loss:	Auto Property Damage									
AA-899744 01	Closed	City of Gastonia,	0	0	0	0	0	**0**	0	**0**
Type of Loss:	Collision									
AA-899744 02	Closed	Oliver, Brenda	0	1,042	0	0	0	**1,042**	-1,042	**0**
Type of Loss:	APD									
AA-899744 03	Closed	Oliver, Brenda	0	7,224	0	0	0	**7,224**	-7,224	**0**
Type of Loss:	ABI									
AA-899744 04	Closed	Cagle, David	0	2,188	0	0	0	**2,188**	-2,188	**0**
Type of Loss:	ABI									
		Claim Totals:	**0**	**10,454**	**0**	**0**	**0**	**10,454**	**-10,454**	**0**

Loss Date: 12/12/2011 Date Reported: 12/30/2011 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Was Passing Other Vehicle - Truck--Straight Pickup--Insured Owner - Our Insured--At Fault
Claim Description: IV hit OV
Driver: Isenlour , Patrick

AA-900219 01	Closed	Barrett, Douglas	0	659	0	0	0	**659**	-659	**0**
Type of Loss:	APD									
		Claim Totals:	**0**	**659**	**0**	**0**	**0**	**659**	**-659**	**0**

Loss Date: 12/19/2011 Date Reported: 01/03/2012 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Hit Parked Car - Auto (Passenger Type)--Insured Owner - Our Insured--At Fault
Claim Description: CLMT (DOUGLAS BARRETT) WAS BACKED INTO BY IV
Driver: DRIVER , UNKNOWN

AA-900470 01	Closed	City of Gastonia,	0	0	0	0	0	**0**	0	**0**
Type of Loss:	Collision									
AA-900470 02	Closed	EMA Resources In,	0	736	0	0	0	**736**	-736	**0**
Type of Loss:	APD									

Policy Loss Analysis Summary By Line of Business
For All Locations

Insured: GASTONIA, City of
Loss Period: 07/01/2010 to 01/30/2017
Line(s) of Business: < All >
Producer: 1000758
Policy Number: 791000333-0001

Valuation: 01/30/2017
Claim Status: Open and Closed
Incidents: Include
SIC Code: 9199 000
Policy Term: 07/01/2011 - 07/01/2012

Line of Business: Automobile

Claim/Suffix	Suffix Status	Claimant	Loss Rsv $	Loss Paid $	Alloc Exp Rsv $	Exp Pd $	Subro/ Salvge $	Subtotal $	Ded Amt Rcvd $	Total $
		Claim Totals:	**0**	**736**	**0**	**0**	**0**	**736**	**-736**	**0**
Loss Date: 12/29/2011 Date Reported: 01/04/2012 Claim Status: Closed Accident Location: Gastonia, NC Cause of Accident: Hit Parked Car - Truck--Straight Pickup--Insured Owner - Our Insured--At Fault Claim Description: IV HIT OV WHILE BACKING UP Driver: Lewis , Michael										
AA-905952 01 Type of Loss: APD	Closed	McEntire, Heather	0	1,564	0	0	0	**1,564**	-1,564	**0**
		Claim Totals:	**0**	**1,564**	**0**	**0**	**0**	**1,564**	**-1,564**	**0**
Loss Date: 01/12/2012 Date Reported: 01/26/2012 Claim Status: Closed Accident Location: Gastonia, NC Cause of Accident: Any Other - Tractor Trailer--Insured Owner - Our Insured--At Fault Claim Description: clmt (Heather McEntire) states that a hydraulic line busted on a city truck and it spilled in Driver: DRIVER , UNKNOWN										
AA-908527 01 Type of Loss: APD	Closed	Lemuz, Juana	0	1,089	0	0	0	**1,089**	-1,089	**0**
		Claim Totals:	**0**	**1,089**	**0**	**0**	**0**	**1,089**	**-1,089**	**0**
Loss Date: 02/04/2012 Date Reported: 02/08/2012 Claim Status: Closed Accident Location: Gastonia, NC Cause of Accident: Hit Parked Car - Auto (Passenger Type)--Insured Owner - Our Insured--At Fault Claim Description: OV was parked and unoccupied---IV backed up and struck OV Driver: Waldroup , Christopher										
AA-909174 01 Type of Loss: APD	Closed	Doster, Raymond	0	0	0	0	0	**0**	0	**0**

Policy Loss Analysis Summary By Line of Business
For All Locations

Insured: GASTONIA, City of
Loss Period: 07/01/2010 to 01/30/2017
Line(s) of Business: < All >
Producer: 1000758
Policy Number: 791000333-0001

Valuation: 01/30/2017
Claim Status: Open and Closed
Incidents: Include
SIC Code: 9199 000
Policy Term: 07/01/2011 - 07/01/2012

Line of Business: Automobile

Claim/Suffix	Suffix Status	Claimant	Loss Rsv $	Loss Paid $	Alloc Exp Rsv $	Exp Pd $	Subro/ Salvge $	Subtotal $	Ded Amt Rcvd $	Total $
		Claim Totals:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
Loss Date: 02/09/2012 Date Reported: 02/10/2012 Claim Status: Closed										
Accident Location: Gastonia, NC										
Cause of Accident: Struck Object Other Than Pedestrian Or Vehicle - Truck--Straight Pickup--Insured Owner - Our Insured--Not At Fault										
Claim Description: clmt (Raymond Doster) states that a city leaf turck tore the fascia board away from his home.										
Driver: DRIVER , UNKNOWN										
AA-915863 01	Closed	City of Gastonia,	0	0	0	0	0	**0**	0	**0**
Type of Loss: Collision										
AA-915863 02	Closed	Kim, Yong	0	0	0	0	0	**0**	0	**0**
Type of Loss: APD										
		Claim Totals:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
Loss Date: 02/22/2012 Date Reported: 03/13/2012 Claim Status: Closed										
Accident Location: Gastonia, NC										
Cause of Accident: Struck Other Vehicle Ahead - Auto (Passenger Type)--Insured Owner - Our Insured--Not At Fault										
Claim Description: OV struck IV that was parked and unoccupied										
Driver: Kim , Yong										
AA-919075 01	Closed	City of Gastonia,	0	0	0	0	0	**0**	0	**0**
Type of Loss: Collision										
AA-919075 02	Closed	Rowan Properties,	0	208	0	0	0	**208**	-208	**0**
Type of Loss: APD										
		Claim Totals:	**0**	**208**	**0**	**0**	**0**	**208**	**-208**	**0**
Loss Date: 02/01/2012 Date Reported: 03/27/2012 Claim Status: Closed										
Accident Location: Gastonia, NC										
Cause of Accident: Struck Object Other Than Pedestrian Or Vehicle - Auto (Passenger Type)--Insured Owner - Our Insured--At Fault										
Claim Description: INSD BACKED UP INTO MAILBOX										
Driver: DRIVER , UNKNOWN										

Policy Loss Analysis Summary By Line of Business
For All Locations

Insured: GASTONIA, City of
Loss Period: 07/01/2010 to 01/30/2017
Line(s) of Business: < All >
Producer: 1000758
Policy Number: 791000333-0001

Valuation: 01/30/2017
Claim Status: Open and Closed
Incidents: Include
SIC Code: 9199 000
Policy Term: 07/01/2011 - 07/01/2012

Line of Business: Automobile

Claim/Suffix	Suffix Status	Claimant	Loss Rsv $	Loss Paid $	Alloc Exp Rsv $	Exp Pd $	Subro/ Salvge $	Subtotal $	Ded Amt Rcvd $	Total $
AA-920766 01	Closed	City of Gastonia,	0	0	0	0	0	**0**	0	**0**
Type of Loss:	Collision									
AA-920766 02	Closed	Craine Jr, Lawrence	0	684	0	0	0	**684**	0	**684**
Type of Loss:	APD									
AA-920766 03	Closed	Craine Jr, Lawrence	0	3,500	0	0	0	**3,500**	-3,500	**0**
Type of Loss:	ABI									
		Claim Totals:	**0**	**4,184**	**0**	**0**	**0**	**4,184**	**-3,500**	**684**

Loss Date: 03/23/2012 Date Reported: 04/04/2012 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Struck Other Vehicle Ahead - Auto (Passenger Type)--Insured Owner - Our Insured--At Fault
Claim Description: IV R/E CV
Driver: Case , Charles

AA-922659 02	Closed	Fox, Monte	0	660	0	0	0	**660**	-660	**0**
Type of Loss:	APD									
		Claim Totals:	**0**	**660**	**0**	**0**	**0**	**660**	**-660**	**0**

Loss Date: 04/11/2012 Date Reported: 04/12/2012 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Hit Parked Car - Auto (Passenger Type)--Insured Owner - Our Insured--At Fault
Claim Description: ID WAS TRYING TO GO BY AND STRUCK OV WHO WAS PARKED AND UNOCCUPIED.
Driver: Jeter , Jacqueline

AA-924214 02	Closed	Butler, Harrel	0	0	0	0	0	**0**	0	**0**
Type of Loss:	APD									

Policy Loss Analysis Summary By Line of Business
For All Locations

Insured: GASTONIA, City of
Loss Period: 07/01/2010 to 01/30/2017
Line(s) of Business: < All >
Producer: 1000758
Policy Number: 791000333-0001

Valuation: 01/30/2017
Claim Status: Open and Closed
Incidents: Include
SIC Code: 9199 000
Policy Term: 07/01/2011 - 07/01/2012

Line of Business: Automobile

Claim/Suffix	Suffix Status	Claimant	Loss Rsv $	Loss Paid $	Alloc Exp Rsv $	Exp Pd $	Subro/ Salvge $	Subtotal $	Ded Amt Rcvd $	Total $
		Claim Totals:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
Loss Date: 04/12/2012 Date Reported: 04/19/2012 Claim Status: Closed										
Accident Location: Gastonia, NC										
Cause of Accident: Was Being Passed By Other Vehicle - Auto (Passenger Type)--Insured Owner - Our Insured--Not At Fault										
Claim Description: IV DAMAGED CLMT'S PROPERTY- YARD, PAPER BOX, 2 TREES. IV HIT ONE OF THE TREES AND PUSHED THE										
Driver: Thomas , Woodrow										
AA-930610 02	Closed	Tanner, Jennifer	0	0	0	0	0	**0**	0	**0**
Type of Loss: APD										
		Claim Totals:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
Loss Date: 04/27/2012 Date Reported: 05/16/2012 Claim Status: Closed										
Accident Location: Gastonia, NC										
Cause of Accident: Was Passing Other Vehicle - Auto (Passenger Type)--Insured Owner - Our Insured--At Fault										
Claim Description: OV got out of a red light and as was traveling on the road heard a police syren, didn't kow wh										
Driver: Bliss , James										
AA-935353 01	Closed	Huskins, Robert	0	1,855	0	0	0	**1,855**	-1,855	**0**
Type of Loss: APD										
		Claim Totals:	**0**	**1,855**	**0**	**0**	**0**	**1,855**	**-1,855**	**0**
Loss Date: 05/24/2012 Date Reported: 06/05/2012 Claim Status: Closed										
Accident Location: Gastonia, NC										
Cause of Accident: Was Involved In An Intersection Accident - Truck--Straight Pickup--Insured Owner - Our Insured--At Fault										
Claim Description: IVD pulled out of parking lot and collided with OVD.										
Driver: Huskins , Robert										
AA-941633 02	Closed	Adams (Parker), Candace	0	0	0	0	0	**0**	0	**0**
Type of Loss: APD										

Policy Loss Analysis Summary By Line of Business
For All Locations

Insured: GASTONIA, City of
Loss Period: 07/01/2010 to 01/30/2017
Line(s) of Business: < All >
Producer: 1000758
Policy Number: 791000333-0001

Valuation: 01/30/2017
Claim Status: Open and Closed
Incidents: Include
SIC Code: 9199 000
Policy Term: 07/01/2011 - 07/01/2012

Line of Business: Automobile

Claim/Suffix	Suffix Status	Claimant	Loss Rsv $	Loss Paid $	Alloc Exp Rsv $	Exp Pd $	Subro/ Salvge $	Subtotal $	Ded Amt Rcvd $	Total $
		Claim Totals:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
Loss Date: 06/27/2012 Date Reported: 06/27/2012 Claim Status: Closed										
Accident Location: Gastonia, NC										
Cause of Accident: Was Being Passed By Other Vehicle - Auto (Passenger Type)--Insured Owner - Our Insured--Not At Fault										
Claim Description: OV was going towards Garrison from Union Rd., OV was merging into left lane right at the start										
Driver: Phillips , Brandon										
AA-941853 01	Closed	Bratton, Tammerial	0	1,500	0	0	0	**1,500**	-1,500	**0**
Type of Loss: ABI										
		Claim Totals:	**0**	**1,500**	**0**	**0**	**0**	**1,500**	**-1,500**	**0**
Loss Date: 05/31/2012 Date Reported: 06/28/2012 Claim Status: Closed										
Accident Location: Gastonia, NC										
Cause of Accident: Any Other - Bus--Insured Owner - Our Insured--At Fault										
Claim Description: CLAIMANT STATES THAT SHE WAS A PASSENGER ON A BUS, WHEN IT SLAMMED ON BRAKES, CAUSING HER TO S										
Driver: DRIVER , UNKNOWN										
AA-979525 01	Closed	Greene, Robert	0	199	0	0	0	**199**	-199	**0**
Type of Loss: APD										
		Claim Totals:	**0**	**199**	**0**	**0**	**0**	**199**	**-199**	**0**
Loss Date: 05/23/2012 Date Reported: 11/01/2012 Claim Status: Closed										
Accident Location: Gaston, NC										
Cause of Accident: Struck Other Vehicle Ahead - Auto (Passenger Type)--Insured Owner - Our Insured--At Fault										
Claim Description: CLMT (ROBERT GREENE) STATES THAT A ROCK HIT HIS WINDSHIELD FROM THE GRAVEL IN THE BACK OF THE										
Driver: Greene , Robert										
Totals for Automobile			**0**	**51,636**	**0**	**0**	**0**	**51,636**	**-50,952**	**684**
31 (Claims)										

Policy Loss Analysis Summary By Line of Business
For All Locations

Insured: GASTONIA, City of
Loss Period: 07/01/2010 to 01/30/2017
Line(s) of Business: < All >
Producer: 1000758
Policy Number: 791000333-0001

Valuation: 01/30/2017
Claim Status: Open and Closed
Incidents: Include
SIC Code: 9199 000
Policy Term: 07/01/2011 - 07/01/2012

Line of Business: Employment Practices Liability

Claim/Suffix	Suffix Status	Claimant	Loss Rsv $	Loss Paid $	Alloc Exp Rsv $	Exp Pd $	Subro/ Salvge $	Subtotal $	Ded Amt Rcvd $	Total $
AA-990243 01	Closed	Bell, Willie	0	0	0	0	0	**0**	0	**0**
Type of Loss:	Liability - EPL									
		Claim Totals:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Loss Date: 05/26/2012 Date Reported: 11/20/2012 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Employment Practices Liability - EEOC charge - Race/Ethnicity
Claim Description: EEOC - clmt states he was discriminated against because of his race...

Totals for Employment Practices Liability		**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

1 (Claims)

Policy Loss Analysis Summary By Line of Business
For All Locations

Insured: GASTONIA, City of
Loss Period: 07/01/2010 to 01/30/2017
Line(s) of Business: < All >
Producer: 1000758
Policy Number: 791000333-0001

Valuation: 01/30/2017
Claim Status: Open and Closed
Incidents: Include
SIC Code: 9199 000
Policy Term: 07/01/2011 - 07/01/2012

Line of Business: General Liability

Claim/Suffix	Suffix Status	Claimant	Loss Rsv $	Loss Paid $	Alloc Exp Rsv $	Exp Pd $	Subro/ Salvge $	Subtotal $	Ded Amt Rcvd $	Total $
AA-847089 01	Closed	Estes, Judy	0	0	0	0	0	**0**	0	**0**
Type of Loss:	OPD									
		Claim Totals:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Loss Date: 07/02/2011 Date Reported: 07/06/2011 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Bodily Injury/Physical Damage - All Other - All Other
Claim Description: CLMT (JUDY ESTES) CLAIMS A NEAUTRAL WAS BROKEN AND CAUSED DAMAGE TO HER APPLIANCES

Claim/Suffix	Suffix Status	Claimant	Loss Rsv $	Loss Paid $	Alloc Exp Rsv $	Exp Pd $	Subro/ Salvge $	Subtotal $	Ded Amt Rcvd $	Total $
AA-849498 01	Closed	Moore, Gwendolyn	0	0	0	0	0	**0**	0	**0**
Type of Loss:	OPD									
		Claim Totals:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Loss Date: 07/01/2011 Date Reported: 07/13/2011 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Bodily Injury/Physical Damage - Street/Roads - Road Condition
Claim Description: CLAIMANT (GWENDOLYN J. MOORE) STATED SHE WAS DRIVING ON CRESCENT LANE ON JULY 1, 2011 WHEN SHE

Claim/Suffix	Suffix Status	Claimant	Loss Rsv $	Loss Paid $	Alloc Exp Rsv $	Exp Pd $	Subro/ Salvge $	Subtotal $	Ded Amt Rcvd $	Total $
AA-849519 01	Closed	Wilson, Jane	0	0	0	0	0	**0**	0	**0**
Type of Loss:	OPD									
		Claim Totals:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Loss Date: 07/13/2011 Date Reported: 07/13/2011 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Bodily Injury/Physical Damage - Premises/Operations - All Other
Claim Description: CLAIMANT (JANE WILSON) STATED THE CITY SANITATION CREW TOOK HER STOOL.

Policy Loss Analysis Summary By Line of Business
For All Locations

Insured: GASTONIA, City of
Loss Period: 07/01/2010 to 01/30/2017
Line(s) of Business: < All >
Producer: 1000758
Policy Number: 791000333-0001

Valuation: 01/30/2017
Claim Status: Open and Closed
Incidents: Include
SIC Code: 9199 000
Policy Term: 07/01/2011 - 07/01/2012

Line of Business: General Liability

Claim/Suffix	Suffix Status	Claimant	Loss Rsv $	Loss Paid $	Alloc Exp Rsv $	Exp Pd $	Subro/ Salvge $	Subtotal $	Ded Amt Rcvd $	Total $
AA-850564 01	Closed	COVENANT INVESTT,	0	0	0	0	0	**0**	0	**0**
Type of Loss:	OPD									
		Claim Totals:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Loss Date: 07/01/2011 Date Reported: 07/18/2011 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Bodily Injury/Physical Damage - Premises/Operations - Construction
Claim Description: CLAIMANT STATED CITY WAS WORKING ON THE WATER LINE ON 7/1/2011 AND CAUSED THE TENANT TO LOSE A

Claim/Suffix	Suffix Status	Claimant	Loss Rsv $	Loss Paid $	Alloc Exp Rsv $	Exp Pd $	Subro/ Salvge $	Subtotal $	Ded Amt Rcvd $	Total $
AA-852681 01	Closed	Bradshaw, John	0	0	0	0	0	**0**	0	**0**
Type of Loss:	OBI									
		Claim Totals:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Loss Date: 07/19/2011 Date Reported: 07/26/2011 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Bodily Injury/Physical Damage - Slip/Trip and Fall - Building
Claim Description: CLAIMANT ALLEGES FALLING ON CITY PROPERTY.

Claim/Suffix	Suffix Status	Claimant	Loss Rsv $	Loss Paid $	Alloc Exp Rsv $	Exp Pd $	Subro/ Salvge $	Subtotal $	Ded Amt Rcvd $	Total $
AA-858265 01	Closed	Hicks, Laurel	0	0	0	0	0	**0**	0	**0**
Type of Loss:	OPD									
		Claim Totals:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Loss Date: 08/05/2011 Date Reported: 08/15/2011 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Bodily Injury/Physical Damage - All Other - All Other
Claim Description: CLMT (LAUREL HICKS) STATES THAT THERE WAS A WATER LEAK AT THE CURB IN FRONT OF HOME. INSD CAME

Policy Loss Analysis Summary By Line of Business
For All Locations

Insured: GASTONIA, City of
Loss Period: 07/01/2010 to 01/30/2017
Line(s) of Business: < All >
Producer: 1000758
Policy Number: 791000333-0001

Valuation: 01/30/2017
Claim Status: Open and Closed
Incidents: Include
SIC Code: 9199 000
Policy Term: 07/01/2011 - 07/01/2012

Line of Business: General Liability

Claim/Suffix	Suffix Status	Claimant	Loss Rsv $	Loss Paid $	Alloc Exp Rsv $	Exp Pd $	Subro/ Salvge $	Subtotal $	Ded Amt Rcvd $	Total $
AA-858506 01	Closed	Brooks, Rosa	0	0	0	0	0	**0**	0	**0**
Type of Loss:	OBI									
		Claim Totals:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Loss Date: 08/12/2011 Date Reported: 08/16/2011 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Bodily Injury/Physical Damage - Premises/Operations - Fall/ Slip/ Trip
Claim Description: CLMT (ROSA BROOKS) ALLEGES SHE FELL IN A WATER METER BOX.

AA-868266 01	Closed	Wilson, Wendy	0	0	0	0	0	**0**	0	**0**
Type of Loss:	OPD									
		Claim Totals:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Loss Date: 09/08/2011 Date Reported: 09/08/2011 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Bodily Injury/Physical Damage - Street/Roads - Road Condition
Claim Description: CLMT ALLEGES SHE STRUCK A POTHOLE THAT DAMAGED HER MOTOR MOUNT

AA-868283 01	Closed	Edwards, Lissah	0	0	0	0	0	**0**	0	**0**
Type of Loss:	OPD									
		Claim Totals:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Loss Date: 09/07/2011 Date Reported: 09/08/2011 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Bodily Injury/Physical Damage - All Other - All Other
Claim Description: CLMT STATES THAT A TRANSFORMER BLEW AND CAUSED DAMAGE TO HER STOVE AND AC UNIT

Policy Loss Analysis Summary By Line of Business
For All Locations

Insured: GASTONIA, City of
Loss Period: 07/01/2010 to 01/30/2017
Line(s) of Business: < All >
Producer: 1000758
Policy Number: 791000333-0001

Valuation: 01/30/2017
Claim Status: Open and Closed
Incidents: Include
SIC Code: 9199 000
Policy Term: 07/01/2011 - 07/01/2012

Line of Business: General Liability

Claim/Suffix	Suffix Status	Claimant	Loss Rsv $	Loss Paid $	Alloc Exp Rsv $	Exp Pd $	Subro/ Salvge $	Subtotal $	Ded Amt Rcvd $	Total $
AA-871605 01	Closed	Faries, Rhonda	0	0	0	0	0	**0**	0	**0**
Type of Loss:	OBI									
		Claim Totals:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Loss Date: 07/02/2011 Date Reported: 09/19/2011 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Bodily Injury/Physical Damage - Premises/Operations - Fall/ Slip/ Trip
Claim Description: CLMT STATES SHE FELL IN THE GRIZZLIES DUGOUT. SHE WAS HOSPITALIZED AND TREATED.

AA-871833 01	Closed	Britton, Linda	0	149	0	0	0	**149**	-149	**0**
Type of Loss:	OPD									
		Claim Totals:	**0**	**149**	**0**	**0**	**0**	**149**	**-149**	**0**

Loss Date: 08/26/2011 Date Reported: 09/20/2011 Claim Status: Closed
Accident Location: Belmont, NC
Cause of Accident: Bodily Injury/Physical Damage - Other PD - Water Dmg (acc dis/ovfl)
Claim Description: CLMT STATES THAT HIGHT WATER PRESSURE HAS CAUSED LEAKS IN HER HOME.

AA-872586 01	Closed	Adams, Tracy	0	0	0	0	0	**0**	0	**0**
Type of Loss:	OBI									
		Claim Totals:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Loss Date: 09/21/2011 Date Reported: 09/22/2011 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Bodily Injury/Physical Damage - Premises/Operations - Fall/ Slip/ Trip
Claim Description: CLAIMANT ALLEGES SHE FELL IN CITY TODAY BECAUSE FLOOR WAS WET.

Policy Loss Analysis Summary By Line of Business
For All Locations

Insured: GASTONIA, City of
Loss Period: 07/01/2010 to 01/30/2017
Line(s) of Business: < All >
Producer: 1000758
Policy Number: 791000333-0001

Valuation: 01/30/2017
Claim Status: Open and Closed
Incidents: Include
SIC Code: 9199 000
Policy Term: 07/01/2011 - 07/01/2012

Line of Business: General Liability

Claim/Suffix	Suffix Status	Claimant	Loss Rsv $	Loss Paid $	Alloc Exp Rsv $	Exp Pd $	Subro/ Salvge $	Subtotal $	Ded Amt Rcvd $	Total $
AA-875611 01	Closed	Moore, Brian	0	125	0	0	0	**125**	-125	**0**
Type of Loss:	OPD									
		Claim Totals:	**0**	**125**	**0**	**0**	**0**	**125**	**-125**	**0**

Loss Date: 09/01/2011 Date Reported: 10/03/2011 Claim Status: Closed
Accident Location: Belmont, NC
Cause of Accident: Bodily Injury/Physical Damage - Other PD - Water Dmg (acc dis/ovfl)
Claim Description: CLMT (BRIAN MOORE) CLAIMANT ALLEGES INCREASED WATER PRESSURE CAUSED WATER LINE TO LEAK.

AA-875612 01	Closed	Lawrence, Elaine	0	0	0	0	0	**0**	0	**0**
Type of Loss:	OBI									
		Claim Totals:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Loss Date: 09/29/2011 Date Reported: 10/03/2011 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Bodily Injury/Physical Damage - Slip/Trip and Fall - Streets/Roads
Claim Description: CLAIMANT STATED SHE TRIPPED AND FELL ON THE SIDEWALK.

AA-878484 01	Closed	Baker, Bill	0	0	0	0	0	**0**	0	**0**
Type of Loss:	OPD									
		Claim Totals:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Loss Date: 09/28/2011 Date Reported: 10/13/2011 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Bodily Injury/Physical Damage - All Other - All Other
Claim Description: CLAIMANT STATES POWER SURGE CAUSED DAMAGE TO STEREO AND WASHING MACHINE

Policy Loss Analysis Summary By Line of Business
For All Locations

Insured: GASTONIA, City of
Loss Period: 07/01/2010 to 01/30/2017
Line(s) of Business: < All >
Producer: 1000758
Policy Number: 791000333-0001

Valuation: 01/30/2017
Claim Status: Open and Closed
Incidents: Include
SIC Code: 9199 000
Policy Term: 07/01/2011 - 07/01/2012

Line of Business: General Liability

Claim/Suffix	Suffix Status	Claimant	Loss Rsv $	Loss Paid $	Alloc Exp Rsv $	Exp Pd $	Subro/ Salvge $	Subtotal $	Ded Amt Rcvd $	Total $
AA-878488 01	Closed	Stroupe, Mary	0	105	0	0	0	**105**	-105	**0**
Type of Loss:	OPD									
		Claim Totals:	**0**	**105**	**0**	**0**	**0**	**105**	**-105**	**0**

Loss Date: 08/25/2011 Date Reported: 10/13/2011 Claim Status: Closed
Accident Location: Belmont, NC
Cause of Accident: Bodily Injury/Physical Damage - All Other - All Other
Claim Description: CLAIMANT ALLEGES INCREASED WATER PRESSURE FROM THE CITY WHICH CAUSED THE PRESSURE RELIEF VALVE

AA-879479 01	Closed	McAuley, Kathy	0	0	0	0	0	**0**	0	**0**
Type of Loss:	OPD									
		Claim Totals:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Loss Date: 08/25/2011 Date Reported: 10/17/2011 Claim Status: Closed
Accident Location: Belmont, NC
Cause of Accident: Bodily Injury/Physical Damage - All Other - All Other
Claim Description: CLMT HAD TO HAVE HER WATER LINE REPLACED BECAUSE IT WAS DAMAGED BY THE INCREASE IN WATER PRESS

AA-880605 01	Closed	Seay, Debra	0	0	0	0	0	**0**	0	**0**
Type of Loss:	OPD									
		Claim Totals:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Loss Date: 10/13/2011 Date Reported: 10/20/2011 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Bodily Injury/Physical Damage - Street/Roads - Road Condition
Claim Description: CLMT (DEBRA SEAY) STATES THAT SHE STRUCK A POT HOLE AND IT DAMAGED HER VEHICLE

Policy Loss Analysis Summary By Line of Business
For All Locations

Insured: GASTONIA, City of
Loss Period: 07/01/2010 to 01/30/2017
Line(s) of Business: < All >
Producer: 1000758
Policy Number: 791000333-0001

Valuation: 01/30/2017
Claim Status: Open and Closed
Incidents: Include
SIC Code: 9199 000
Policy Term: 07/01/2011 - 07/01/2012

Line of Business: General Liability

Claim/Suffix	Suffix Status	Claimant	Loss Rsv $	Loss Paid $	Alloc Exp Rsv $	Exp Pd $	Subro/ Salvge $	Subtotal $	Ded Amt Rcvd $	Total $
AA-880622 01	Closed	Earl, Candace	0	0	0	0	0	**0**	0	**0**
Type of Loss:	OPD									
		Claim Totals:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Loss Date: 09/20/2011 Date Reported: 10/20/2011 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Bodily Injury/Physical Damage - Premises/Operations - Fail Maint Prop & Equp
Claim Description: CLMT (CANDACE EARLY) STATES THAT THE SIDEWALK IS TOO HIGH AND IS DAMAGING HER VEHICLE.

Claim/Suffix	Suffix Status	Claimant	Loss Rsv $	Loss Paid $	Alloc Exp Rsv $	Exp Pd $	Subro/ Salvge $	Subtotal $	Ded Amt Rcvd $	Total $
AA-881212 01	Closed	Reece, Judy	0	0	0	0	0	**0**	0	**0**
Type of Loss:	OPD									
		Claim Totals:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Loss Date: 07/06/2011 Date Reported: 10/24/2011 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Bodily Injury/Physical Damage - Premises/Operations - Excavation
Claim Description: CLMT (JUDY REECE) CLAIMS THE CITY CRUSHED THE WATER AND SEWER LINES TO HER PROPERTY 1420 1/2 W

Claim/Suffix	Suffix Status	Claimant	Loss Rsv $	Loss Paid $	Alloc Exp Rsv $	Exp Pd $	Subro/ Salvge $	Subtotal $	Ded Amt Rcvd $	Total $
AA-882468 01	Closed	Sokol, Robert	0	190	0	0	0	**190**	-190	**0**
Type of Loss:	OPD									
		Claim Totals:	**0**	**190**	**0**	**0**	**0**	**190**	**-190**	**0**

Loss Date: 10/19/2011 Date Reported: 10/28/2011 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Bodily Injury/Physical Damage - All Other - All Other
Claim Description: FOOD SPOILAGE WHEN ELECTRICITY WENT OUT

Policy Loss Analysis Summary By Line of Business
For All Locations

Insured: GASTONIA, City of
Loss Period: 07/01/2010 to 01/30/2017
Line(s) of Business: < All >
Producer: 1000758
Policy Number: 791000333-0001

Valuation: 01/30/2017
Claim Status: Open and Closed
Incidents: Include
SIC Code: 9199 000
Policy Term: 07/01/2011 - 07/01/2012

Line of Business: General Liability

Claim/Suffix	Suffix Status	Claimant	Loss Rsv $	Loss Paid $	Alloc Exp Rsv $	Exp Pd $	Subro/ Salvge $	Subtotal $	Ded Amt Rcvd $	Total $
AA-887616 01	Closed	Wallace, Bobby	0	0	0	0	0	**0**	0	**0**
Type of Loss:	OPD									
		Claim Totals:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Loss Date: 11/09/2011 Date Reported: 11/10/2011 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Bodily Injury/Physical Damage - All Other - All Other
Claim Description: CLMT (BOBBY WALLACE) SAID THE NEUTRAL PULLED AWAY FROM HIS HOUSE AND CAUSED DAMAGE TO NUMEROUS

Claim/Suffix	Suffix Status	Claimant	Loss Rsv $	Loss Paid $	Alloc Exp Rsv $	Exp Pd $	Subro/ Salvge $	Subtotal $	Ded Amt Rcvd $	Total $
AA-887692 01	Closed	At & T,	0	400	0	0	0	**400**	-400	**0**
Type of Loss:	OPD									
		Claim Totals:	**0**	**400**	**0**	**0**	**0**	**400**	**-400**	**0**

Loss Date: 09/27/2011 Date Reported: 11/10/2011 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Bodily Injury/Physical Damage - Premises/Operations - Excavation
Claim Description: PHONE LINE WAS CUT WHEN THE WATER LINE WAS DUG UP

Claim/Suffix	Suffix Status	Claimant	Loss Rsv $	Loss Paid $	Alloc Exp Rsv $	Exp Pd $	Subro/ Salvge $	Subtotal $	Ded Amt Rcvd $	Total $
AA-887709 01	Closed	Crane, Stephen	0	0	0	0	0	**0**	0	**0**
Type of Loss:	OPD									
		Claim Totals:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Loss Date: 11/05/2011 Date Reported: 11/10/2011 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Bodily Injury/Physical Damage - All Other - All Other
Claim Description: CLMT (STEPHEN CRANE, REINVESTMENT IN COMMUNITIES) STATES THAT THE CITY DID ELECTRICAL DAMAGE T

Policy Loss Analysis Summary By Line of Business
For All Locations

Insured: GASTONIA, City of
Loss Period: 07/01/2010 to 01/30/2017
Line(s) of Business: < All >
Producer: 1000758
Policy Number: 791000333-0001

Valuation: 01/30/2017
Claim Status: Open and Closed
Incidents: Include
SIC Code: 9199 000
Policy Term: 07/01/2011 - 07/01/2012

Line of Business: General Liability

Claim/Suffix	Suffix Status	Claimant	Loss Rsv $	Loss Paid $	Alloc Exp Rsv $	Exp Pd $	Subro/ Salvge $	Subtotal $	Ded Amt Rcvd $	Total $
AA-890122 01	Closed	Reid, Jerome	0	0	0	0	0	**0**	0	**0**
Type of Loss:	OPD									
		Claim Totals:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Loss Date: 11/16/2011 Date Reported: 11/17/2011 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Bodily Injury/Physical Damage - Sewer Backup - Other
Claim Description: CLMT (JOE REID) STATES THAT CITY CAUSED A SEWER BACK UP IN BASEMENT. HE DOESN'T OWN THE PROPE

AA-890123 01	Closed	Barlowe, Jimmy	0	390	0	0	0	**390**	-390	**0**
Type of Loss:	OPD									
		Claim Totals:	**0**	**390**	**0**	**0**	**0**	**390**	**-390**	**0**

Loss Date: 11/16/2011 Date Reported: 11/17/2011 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Bodily Injury/Physical Damage - Other PD - Water Dmg (acc dis/ovfl)
Claim Description: CLMT (JIMMY BARLOWE) ALLEGED THAT THE CITY WAS WORKING ON WATER METERES NEAR HIS HOME IN WHICH

AA-890290 01	Closed	Whisnant, Victoria	0	275	0	0	0	**275**	-275	**0**
Type of Loss:	OPD									
		Claim Totals:	**0**	**275**	**0**	**0**	**0**	**275**	**-275**	**0**

Loss Date: 11/16/2011 Date Reported: 11/18/2011 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Bodily Injury/Physical Damage - All Other - Water Damage
Claim Description: CLMT (VICTORIA WHISNANT) CLAIMS THAT HER WATER LINE BROKE BECAUSE OF PRESSURE CAUSED BY THE CI

Policy Loss Analysis Summary By Line of Business
For All Locations

Insured: GASTONIA, City of
Loss Period: 07/01/2010 to 01/30/2017
Line(s) of Business: < All >
Producer: 1000758
Policy Number: 791000333-0001

Valuation: 01/30/2017
Claim Status: Open and Closed
Incidents: Include
SIC Code: 9199 000
Policy Term: 07/01/2011 - 07/01/2012

Line of Business: General Liability

Claim/Suffix	Suffix Status	Claimant	Loss Rsv $	Loss Paid $	Alloc Exp Rsv $	Exp Pd $	Subro/ Salvge $	Subtotal $	Ded Amt Rcvd $	Total $
AA-891111 01	Closed	Benfield, Donna	0	0	0	0	0	**0**	0	**0**
Type of Loss:	OPD									
		Claim Totals:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Loss Date: 11/14/2011 Date Reported: 11/22/2011 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Bodily Injury/Physical Damage - Other PD - Addl Insured
Claim Description: MS. BENFIELD CLAIMS CITY CREWS WERE WORKING ON THE WATER IN HER NEIGHBORHOOD AND CAUSED AIR TO

AA-895704 01	Closed	Hoover, Monica	0	0	0	0	0	**0**	0	**0**
Type of Loss:	OPD									
		Claim Totals:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Loss Date: 12/10/2011 Date Reported: 12/12/2011 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Bodily Injury/Physical Damage - Street/Roads - Road Condition
Claim Description: CLMT (MONICA HOOVER) STATES THAT SHE HAD A RENTAL CAR AND WAS PARALLEL PARKING WHEN SHE RAN OV

AA-896129 01	Closed	Williams, Robert	0	0	0	0	0	**0**	0	**0**
Type of Loss:	OBI									
		Claim Totals:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Loss Date: 11/28/2011 Date Reported: 12/14/2011 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Bodily Injury/Physical Damage - Street/Roads - Other
Claim Description: DUMP TRUCK BECAME SUBMERGED IN SINK HOLE PER ATTACHED REPORTS

Policy Loss Analysis Summary By Line of Business
For All Locations

Insured: GASTONIA, City of
Loss Period: 07/01/2010 to 01/30/2017
Line(s) of Business: < All >
Producer: 1000758
Policy Number: 791000333-0001

Valuation: 01/30/2017
Claim Status: Open and Closed
Incidents: Include
SIC Code: 9199 000
Policy Term: 07/01/2011 - 07/01/2012

Line of Business: General Liability

Claim/Suffix	Suffix Status	Claimant	Loss Rsv $	Loss Paid $	Alloc Exp Rsv $	Exp Pd $	Subro/ Salvge $	Subtotal $	Ded Amt Rcvd $	Total $
AA-896326 01	Closed	Scott, Steven	0	0	0	0	0	**0**	0	**0**
Type of Loss:	OPD									
		Claim Totals:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Loss Date: 12/13/2011 Date Reported: 12/15/2011 Claim Status: Closed
Accident Location: DNA, NC
Cause of Accident: Bodily Injury/Physical Damage - Sewer Backup - Other
Claim Description: CLMT (STEVEN SCOTT) STATES THAT WHEN THE CITY DID WORK ON THE WATERLINES IT CRUSHED HIS LINES

AA-896450 01	Closed	Lynch, Steve	0	0	0	0	0	**0**	0	**0**
Type of Loss:	OPD									
		Claim Totals:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Loss Date: 12/12/2011 Date Reported: 12/15/2011 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Bodily Injury/Physical Damage - All Other - All Other
Claim Description: CLMT (STEVE LYNCH) STATES THAT HIS WATER PRESSURE IN HIS HOME HAS AN INCREASE IN PRESSURE

AA-897278 01	Closed	Moore, Brian	0	0	0	0	0	**0**	0	**0**
Type of Loss:	OPD									
		Claim Totals:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Loss Date: 12/15/2011 Date Reported: 12/19/2011 Claim Status: Closed
Accident Location: Cramerton, NC
Cause of Accident: Bodily Injury/Physical Damage - All Other - All Other
Claim Description: CLMT (BRIAN MOORE) STATES THAT HE HAD A LEAK IN HIS LINE AND IT WAS CONNECTING TO HIS PRV

Policy Loss Analysis Summary By Line of Business
For All Locations

Insured: GASTONIA, City of
Loss Period: 07/01/2010 to 01/30/2017
Line(s) of Business: < All >
Producer: 1000758
Policy Number: 791000333-0001

Valuation: 01/30/2017
Claim Status: Open and Closed
Incidents: Include
SIC Code: 9199 000
Policy Term: 07/01/2011 - 07/01/2012

Line of Business: General Liability

Claim/Suffix	Suffix Status	Claimant	Loss Rsv $	Loss Paid $	Alloc Exp Rsv $	Exp Pd $	Subro/ Salvge $	Subtotal $	Ded Amt Rcvd $	Total $
AA-899536 01	Closed	Guffey, Karen	0	0	0	0	0	**0**	0	**0**
Type of Loss:	OPD									
		Claim Totals:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Loss Date: 12/27/2011 Date Reported: 12/29/2011 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Bodily Injury/Physical Damage - Premises/Operations - All Other
Claim Description: CLAIMANT STATES THAT HER LEAVES HAVE NOT BEEN PICKED UP AND HER SEEDED LAWN IS NOW NO GOOD

Claim/Suffix	Suffix Status	Claimant	Loss Rsv $	Loss Paid $	Alloc Exp Rsv $	Exp Pd $	Subro/ Salvge $	Subtotal $	Ded Amt Rcvd $	Total $
AA-901764 01	Closed	Kanu, Robin	0	0	0	0	0	**0**	0	**0**
Type of Loss:	OPD									
		Claim Totals:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Loss Date: 12/24/2011 Date Reported: 01/10/2012 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Bodily Injury/Physical Damage - All Other - All Other
Claim Description: CLMT SATES HER WATER LINES WERE BACKED UP - SEE ATTACHED EMAIL FROM JUDY FOR DETAILS

Claim/Suffix	Suffix Status	Claimant	Loss Rsv $	Loss Paid $	Alloc Exp Rsv $	Exp Pd $	Subro/ Salvge $	Subtotal $	Ded Amt Rcvd $	Total $
AA-904548 01	Closed	Street, Nicholas	0	0	0	0	0	**0**	0	**0**
Type of Loss:	OPD									
		Claim Totals:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Loss Date: 01/19/2012 Date Reported: 01/20/2012 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Bodily Injury/Physical Damage - All Other - All Other
Claim Description: CLMT (NICHOLAS STREET) ALLEGES CITY CREWS CUT POWER OFF TO HIS LAW FIRM AND THEN THE POWER WAS

Policy Loss Analysis Summary By Line of Business
For All Locations

Insured: GASTONIA, City of
Loss Period: 07/01/2010 to 01/30/2017
Line(s) of Business: < All >
Producer: 1000758
Policy Number: 791000333-0001

Valuation: 01/30/2017
Claim Status: Open and Closed
Incidents: Include
SIC Code: 9199 000
Policy Term: 07/01/2011 - 07/01/2012

Line of Business: General Liability

Claim/Suffix	Suffix Status	Claimant	Loss Rsv $	Loss Paid $	Alloc Exp Rsv $	Exp Pd $	Subro/ Salvge $	Subtotal $	Ded Amt Rcvd $	Total $
AA-905007 01	Closed	Denton, Carl	0	0	0	0	0	**0**	0	**0**
Type of Loss:	OPD									
		Claim Totals:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Loss Date: 12/31/2011 Date Reported: 01/23/2012 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Bodily Injury/Physical Damage - All Other - Animal
Claim Description: CLMT STATES THAT HIS NEUTRAL BROKE ON 12/31. UPON FURTHER INVESTIGATION IT APPEARS A SQUIRREL

AA-905032 01	Closed	At&T,	0	875	0	0	0	**875**	-875	**0**
Type of Loss:	OPD									
		Claim Totals:	**0**	**875**	**0**	**0**	**0**	**875**	**-875**	**0**

Loss Date: 12/15/2011 Date Reported: 01/23/2012 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Bodily Injury/Physical Damage - Premises/Operations - Excavation
Claim Description: AT&T LINE WAS CUT BY THE STREET DEPARTMENT WHEN THEY WERE DIGGING UP THE CONCRETE TO REPAIR TH

AA-905439 01	Closed	Johnson, Dennis	0	0	0	0	0	**0**	0	**0**
Type of Loss:	OBI									
		Claim Totals:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Loss Date: 01/23/2012 Date Reported: 01/24/2012 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Bodily Injury/Physical Damage - Slip/Trip and Fall - Building
Claim Description: CLMT DENNIS JOHNSON WAS LEAVING CITY HALL WHEN HE SLIPPED ON THE BACK MAT/STATES HIS LOWER BAC

Policy Loss Analysis Summary By Line of Business
For All Locations

Insured: GASTONIA, City of
Loss Period: 07/01/2010 to 01/30/2017
Line(s) of Business: < All >
Producer: 1000758
Policy Number: 791000333-0001

Valuation: 01/30/2017
Claim Status: Open and Closed
Incidents: Include
SIC Code: 9199 000
Policy Term: 07/01/2011 - 07/01/2012

Line of Business: General Liability

Claim/Suffix	Suffix Status	Claimant	Loss Rsv $	Loss Paid $	Alloc Exp Rsv $	Exp Pd $	Subro/ Salvge $	Subtotal $	Ded Amt Rcvd $	Total $
AA-906989 01	Closed	Johnson, Thad	0	0	0	0	0	**0**	0	**0**
Type of Loss:	OPD									
		Claim Totals:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Loss Date: 10/05/2011 Date Reported: 02/01/2012 Claim Status: Closed
Accident Location: Cramerton, NC
Cause of Accident: Bodily Injury/Physical Damage - Premises/Operations - All Other
Claim Description: CLMT (THAD JOHNSON) REPORTED DAMAGES TO HIS DRIVEWAY AFTER THE CITY REPAIRED A WATER LEAK.

AA-908287 02	Closed	Farrar, Scott	0	0	0	0	0	**0**	0	**0**
Type of Loss:	OPD									
		Claim Totals:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Loss Date: 02/02/2012 Date Reported: 02/07/2012 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Bodily Injury/Physical Damage - Street/Roads - Road Condition
Claim Description: CLMT (SCOTT FARRAR AND LESLIE FARRAR) LESLIE WAS DRIVING DOWN THE ROAD WHEN SHE STRUCK AN OPEN

AA-910732 01	Closed	Morgan, Inez	0	0	0	0	0	**0**	0	**0**
Type of Loss:	OPD									
		Claim Totals:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Loss Date: 02/03/2012 Date Reported: 02/17/2012 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Bodily Injury/Physical Damage - Sewer Backup - Other
Claim Description: CLAIMANT STATES THAT THEIR SEWER WAS BLOCKED.

Policy Loss Analysis Summary By Line of Business
For All Locations

Insured: GASTONIA, City of
Loss Period: 07/01/2010 to 01/30/2017
Line(s) of Business: < All >
Producer: 1000758
Policy Number: 791000333-0001

Valuation: 01/30/2017
Claim Status: Open and Closed
Incidents: Include
SIC Code: 9199 000
Policy Term: 07/01/2011 - 07/01/2012

Line of Business: General Liability

Claim/Suffix	Suffix Status	Claimant	Loss Rsv $	Loss Paid $	Alloc Exp Rsv $	Exp Pd $	Subro/ Salvge $	Subtotal $	Ded Amt Rcvd $	Total $
AA-911793 01	Closed	Boggs, Erin M	0	0	0	0	0	**0**	0	**0**
Type of Loss:	OBI									
		Claim Totals:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Loss Date: 01/18/2012 Date Reported: 02/23/2012 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Bodily Injury/Physical Damage - All Other - Sick Building - B.I.
Claim Description: CLAIMANT STATES THAT WHILE SHE WAS A THE SCHIELE MUSEUM INTERVIEWING FOR A CITY POSITION SHE W

AA-911798 01	Closed	Bell, Winashia	0	1,500	0	0	0	**1,500**	-1,500	**0**
Type of Loss:	OBI									
AA-911798 02	Closed	Knox, Asiya	0	1,000	0	0	0	**1,000**	-1,000	**0**
Type of Loss:	OBI									
		Claim Totals:	**0**	**2,500**	**0**	**0**	**0**	**2,500**	**-2,500**	**0**

Loss Date: 02/22/2012 Date Reported: 02/23/2012 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Bodily Injury/Physical Damage - Slip/Trip and Fall - Streets/Roads
Claim Description: CLAIMANT STATES THAT HER AND HER TWO WEEK OLD FELL IN A HOLE ON THE SIDEWALK.

AA-912936 01	Closed	Leclercq, Louann	0	0	0	0	0	**0**	0	**0**
Type of Loss:	OPD									
		Claim Totals:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Loss Date: 02/24/2012 Date Reported: 02/29/2012 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Bodily Injury/Physical Damage - All Other - All Other
Claim Description: CLMT ADVISED THAT HER MAILBOX AND POST WERE TAKEN BY THE TRASH CREW / ATTACHED EMAIL IN TAM

Policy Loss Analysis Summary By Line of Business
For All Locations

Insured: GASTONIA, City of
Loss Period: 07/01/2010 to 01/30/2017
Line(s) of Business: < All >
Producer: 1000758
Policy Number: 791000333-0001

Valuation: 01/30/2017
Claim Status: Open and Closed
Incidents: Include
SIC Code: 9199 000
Policy Term: 07/01/2011 - 07/01/2012

Line of Business: General Liability

Claim/Suffix	Suffix Status	Claimant	Loss Rsv $	Loss Paid $	Alloc Exp Rsv $	Exp Pd $	Subro/ Salvge $	Subtotal $	Ded Amt Rcvd $	Total $
AA-915221 01	Closed	Miller, Bryan	0	867	0	0	0	**867**	-867	**0**
Type of Loss:	OPD									
		Claim Totals:	**0**	**867**	**0**	**0**	**0**	**867**	**-867**	**0**

Loss Date: 02/19/2012 Date Reported: 03/09/2012 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Bodily Injury/Physical Damage - Sewer Backup - Other
Claim Description: CLMT (BRYAN MILLER) STATES THAT HIS SEWER LINE BUSTED.

AA-915854 01	Closed	Craig, Charles	0	468	0	0	0	**468**	-468	**0**
Type of Loss:	OPD									
		Claim Totals:	**0**	**468**	**0**	**0**	**0**	**468**	**-468**	**0**

Loss Date: 03/10/2012 Date Reported: 03/13/2012 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Bodily Injury/Physical Damage - All Other - All Other
Claim Description: CLMT STATES THAT WHEN THE CITY WAS LOADING HIS "BLACK GOLD" ON HIS TRUCK THEY HIT HIS WINDOW W

AA-917938 01	Closed	Kiser, Jerry	0	80	0	0	0	**80**	-80	**0**
Type of Loss:	OPD									
		Claim Totals:	**0**	**80**	**0**	**0**	**0**	**80**	**-80**	**0**

Loss Date: 03/19/2012 Date Reported: 03/20/2012 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Bodily Injury/Physical Damage - Premises/Operations - All Other
Claim Description: CLMT (JERRY KISER) STATES THAT EVER SINCE THE CITY REPAIRED A WATER METER AT HER RENTAL PROPER

Policy Loss Analysis Summary By Line of Business
For All Locations

Insured: GASTONIA, City of
Loss Period: 07/01/2010 to 01/30/2017
Line(s) of Business: < All >
Producer: 1000758
Policy Number: 791000333-0001

Valuation: 01/30/2017
Claim Status: Open and Closed
Incidents: Include
SIC Code: 9199 000
Policy Term: 07/01/2011 - 07/01/2012

Line of Business: General Liability

Claim/Suffix	Suffix Status	Claimant	Loss Rsv $	Loss Paid $	Alloc Exp Rsv $	Exp Pd $	Subro/ Salvge $	Subtotal $	Ded Amt Rcvd $	Total $
AA-919100 01	Closed	Ballantyne Aparr,	0	0	0	0	0	**0**	0	**0**
Type of Loss:	OPD									
		Claim Totals:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Loss Date: 03/14/2012 Date Reported: 03/27/2012 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Bodily Injury/Physical Damage - Premises/Operations - All Other
Claim Description: CLMT STATES THAT WHEN THE CITY CREW CAME OUT THEY RAN OVER THEIR SIDEWALK CAUSING A CRAK IN IT

Claim/Suffix	Suffix Status	Claimant	Loss Rsv $	Loss Paid $	Alloc Exp Rsv $	Exp Pd $	Subro/ Salvge $	Subtotal $	Ded Amt Rcvd $	Total $
AA-919114 01	Closed	Ball, Tammy	0	0	0	0	0	**0**	0	**0**
Type of Loss:	OBI									
		Claim Totals:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Loss Date: 03/24/2012 Date Reported: 03/27/2012 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Bodily Injury/Physical Damage - Premises/Operations - Fall/ Slip/ Trip
Claim Description: CLMT (TAMMY BALL) WAS WALKING INTO THE REC CENTER WITH A BIRTHDAY PRESENT WHEN SHE GOT CAUGHT

Claim/Suffix	Suffix Status	Claimant	Loss Rsv $	Loss Paid $	Alloc Exp Rsv $	Exp Pd $	Subro/ Salvge $	Subtotal $	Ded Amt Rcvd $	Total $
AA-919356 01	Closed	Martin, Mollie	0	0	0	0	0	**0**	0	**0**
Type of Loss:	OPD									
		Claim Totals:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Loss Date: 03/14/2012 Date Reported: 03/28/2012 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Bodily Injury/Physical Damage - All Other - All Other
Claim Description: clmt (Molly Martin) alleges City, Fire, and Police departments damaged her property when they

Policy Loss Analysis Summary By Line of Business
For All Locations

Insured: GASTONIA, City of
Loss Period: 07/01/2010 to 01/30/2017
Line(s) of Business: < All >
Producer: 1000758
Policy Number: 791000333-0001

Valuation: 01/30/2017
Claim Status: Open and Closed
Incidents: Include
SIC Code: 9199 000
Policy Term: 07/01/2011 - 07/01/2012

Line of Business: General Liability

Claim/Suffix	Suffix Status	Claimant	Loss Rsv $	Loss Paid $	Alloc Exp Rsv $	Exp Pd $	Subro/ Salvge $	Subtotal $	Ded Amt Rcvd $	Total $
AA-919644 01	Closed	Stamper, Victoria	0	0	0	0	0	**0**	0	**0**
Type of Loss:	OPD									
		Claim Totals:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Loss Date: 03/17/2012 Date Reported: 03/29/2012 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Bodily Injury/Physical Damage - All Other - All Other
Claim Description: CLMT (VICTORIA STAMPER) STATES THAT A CITY TREE FELL ON HER PROPERTY AND DAMAGED HER TABLE, CH

Claim/Suffix	Suffix Status	Claimant	Loss Rsv $	Loss Paid $	Alloc Exp Rsv $	Exp Pd $	Subro/ Salvge $	Subtotal $	Ded Amt Rcvd $	Total $
AA-920466 01	Closed	Gaines, Greg	0	0	0	0	0	**0**	0	**0**
Type of Loss:	OPD									
		Claim Totals:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Loss Date: 03/30/2012 Date Reported: 04/03/2012 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Bodily Injury/Physical Damage - Street/Roads - Other
Claim Description: CLMT STATES THAT WHEN HE WAS DRIVING ON 5TH AVE HE HIT A MANHOLE, THE COVER STRUCK HIS UNDERCA

Claim/Suffix	Suffix Status	Claimant	Loss Rsv $	Loss Paid $	Alloc Exp Rsv $	Exp Pd $	Subro/ Salvge $	Subtotal $	Ded Amt Rcvd $	Total $
AA-920830 01	Closed	Belk, Nick	0	475	0	0	0	**475**	-475	**0**
Type of Loss:	OPD									
		Claim Totals:	**0**	**475**	**0**	**0**	**0**	**475**	**-475**	**0**

Loss Date: 03/19/2012 Date Reported: 04/04/2012 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Bodily Injury/Physical Damage - Premises/Operations - All Other
Claim Description: EE WAS MOVING A TRENCHER WHEN HE TURNED HE HIT THE SIDE OF THE HOUSE.

Policy Loss Analysis Summary By Line of Business
For All Locations

Insured: GASTONIA, City of
Loss Period: 07/01/2010 to 01/30/2017
Line(s) of Business: < All >
Producer: 1000758
Policy Number: 791000333-0001

Valuation: 01/30/2017
Claim Status: Open and Closed
Incidents: Include
SIC Code: 9199 000
Policy Term: 07/01/2011 - 07/01/2012

Line of Business: General Liability

Claim/Suffix	Suffix Status	Claimant	Loss Rsv $	Loss Paid $	Alloc Exp Rsv $	Exp Pd $	Subro/ Salvge $	Subtotal $	Ded Amt Rcvd $	Total $
AA-923729 01	Closed	McCathern, Michael	0	875	0	0	0	**875**	-875	**0**
Type of Loss:	OPD									
		Claim Totals:	**0**	**875**	**0**	**0**	**0**	**875**	**-875**	**0**

Loss Date: 04/13/2012 Date Reported: 04/17/2012 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Bodily Injury/Physical Damage - All Other - Water Damage
Claim Description: CLMT STATES THAT THERE IS WATER DAMAGE TO HIS WATER LINES

AA-928188 01	Closed	Broome, Richard	0	0	0	0	0	**0**	0	**0**
Type of Loss:	OPD									
		Claim Totals:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Loss Date: 05/01/2012 Date Reported: 05/07/2012 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Bodily Injury/Physical Damage - All Other - All Other
Claim Description: CLAIMANT STATES THAT THE CITY DAMAGED THE VASE THAT WAS ON HIS BROTHER IN LAW'S GRAVE. HE STAT

AA-928353 01	Closed	Dunlap, Tara	0	100	0	0	0	**100**	-100	**0**
Type of Loss:	OBI									
		Claim Totals:	**0**	**100**	**0**	**0**	**0**	**100**	**-100**	**0**

Loss Date: 05/05/2012 Date Reported: 05/07/2012 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Bodily Injury/Physical Damage - Slip/Trip and Fall - Streets/Roads
Claim Description: CLAIMANT STATES SHE WAS WALKING NEAR A UTILITY POLE THAT HAD BEEN "MOVED" AND FELL INTO THE HO

Policy Loss Analysis Summary By Line of Business
For All Locations

Insured: GASTONIA, City of
Loss Period: 07/01/2010 to 01/30/2017
Line(s) of Business: < All >
Producer: 1000758
Policy Number: 791000333-0001

Valuation: 01/30/2017
Claim Status: Open and Closed
Incidents: Include
SIC Code: 9199 000
Policy Term: 07/01/2011 - 07/01/2012

Line of Business: General Liability

Claim/Suffix	Suffix Status	Claimant	Loss Rsv $	Loss Paid $	Alloc Exp Rsv $	Exp Pd $	Subro/ Salvge $	Subtotal $	Ded Amt Rcvd $	Total $
AA-928785 01	Closed	Edge, Dennis	0	225	0	0	0	**225**	-225	**0**
Type of Loss:	OPD									
		Claim Totals:	**0**	**225**	**0**	**0**	**0**	**225**	**-225**	**0**

Loss Date: 09/26/2011 Date Reported: 05/09/2012 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Bodily Injury/Physical Damage - All Other - Water Damage
Claim Description: CLAMANT STATES THAT BECAUSE HIS METER BOX WAS MOVED IT CAUSED A LEAK.

AA-929342 01	Closed	Wolfe, Kimberly	0	0	0	0	0	**0**	0	**0**
Type of Loss:	OPD									
		Claim Totals:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Loss Date: 05/03/2012 Date Reported: 05/11/2012 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Bodily Injury/Physical Damage - Street/Roads - Road Condition
Claim Description: CLMT STATES THAT WHEN SHE WAS DRIVING DOWN MARIETTA SHE GOT PAINT ON HER CAR BECAUSE OF THE CI

AA-935338 01	Closed	Brooks, Jerry	0	0	0	0	0	**0**	0	**0**
Type of Loss:	OPD									
		Claim Totals:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Loss Date: 06/03/2012 Date Reported: 06/05/2012 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Bodily Injury/Physical Damage - Street/Roads - Road Condition
Claim Description: CLAIMANT IS ALLEGES HE STRUCK A MANHOLE/SINK HOLE ON THE 1300 BLK OF MAY STREET ON 6/3/12 AROU

Policy Loss Analysis Summary By Line of Business
For All Locations

Insured: GASTONIA, City of
Loss Period: 07/01/2010 to 01/30/2017
Line(s) of Business: < All >
Producer: 1000758
Policy Number: 791000333-0001

Valuation: 01/30/2017
Claim Status: Open and Closed
Incidents: Include
SIC Code: 9199 000
Policy Term: 07/01/2011 - 07/01/2012

Line of Business: General Liability

Claim/Suffix	Suffix Status	Claimant	Loss Rsv $	Loss Paid $	Alloc Exp Rsv $	Exp Pd $	Subro/ Salvge $	Subtotal $	Ded Amt Rcvd $	Total $
AA-935455 01	Closed	Halos, Ryan & Kim	0	836	0	0	0	**836**	-836	**0**
Type of Loss:	OPD									
		Claim Totals:	**0**	**836**	**0**	**0**	**0**	**836**	**-836**	**0**

Loss Date: 06/04/2012 Date Reported: 06/06/2012 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Bodily Injury/Physical Damage - All Other - All Other
Claim Description: CLMT ALLEGES THEIR VEHICLE WAS DAMAGED BY A ROCK THAT FLEW OUT FROM UNDER A BOOM MOWER.

AA-936764 01	Closed	Boyd, Cassandra	0	0	0	0	0	**0**	0	**0**
Type of Loss:	OPD									
		Claim Totals:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Loss Date: 06/08/2012 Date Reported: 06/12/2012 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Bodily Injury/Physical Damage - Street/Roads - Other
Claim Description: CLAIMANT STATES THAT SHE STRUCK AN EMPTY TRASH CART THAT WAS IN THE ROAD

AA-937115 01	Closed	Tisdale, Tony	0	0	0	0	0	**0**	0	**0**
Type of Loss:	OBI									
		Claim Totals:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Loss Date: 04/16/2012 Date Reported: 06/13/2012 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Bodily Injury/Physical Damage - All Other - All Other
Claim Description: CITY EMPLOYEE THREATENED CUSTOMER WITH A PIPE WHILE TERMINATING UTILITY SERVICE; SUMMONS IN

Policy Loss Analysis Summary By Line of Business
For All Locations

Insured: GASTONIA, City of
Loss Period: 07/01/2010 to 01/30/2017
Line(s) of Business: < All >
Producer: 1000758
Policy Number: 791000333-0001

Valuation: 01/30/2017
Claim Status: Open and Closed
Incidents: Include
SIC Code: 9199 000
Policy Term: 07/01/2011 - 07/01/2012

Line of Business: General Liability

Claim/Suffix	Suffix Status	Claimant	Loss Rsv $	Loss Paid $	Alloc Exp Rsv $	Exp Pd $	Subro/ Salvge $	Subtotal $	Ded Amt Rcvd $	Total $
AA-937173 01	Closed	AT&T,	0	285	0	0	0	**285**	-285	**0**
Type of Loss:	OPD									
		Claim Totals:	**0**	**285**	**0**	**0**	**0**	**285**	**-285**	**0**

Loss Date: 05/30/2012 Date Reported: 06/13/2012 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Bodily Injury/Physical Damage - All Other - All Other
Claim Description: CLMT STATES THAT THEIR LINES WERE CUT BY A BACKHOE.

Claim/Suffix	Suffix Status	Claimant	Loss Rsv $	Loss Paid $	Alloc Exp Rsv $	Exp Pd $	Subro/ Salvge $	Subtotal $	Ded Amt Rcvd $	Total $
AA-950109 01	Closed	Pierce, Sam	0	0	0	0	0	**0**	0	**0**
Type of Loss:	OPD									
		Claim Totals:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Loss Date: 05/31/2012 Date Reported: 07/23/2012 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Bodily Injury/Physical Damage - Completed/Operations - All Other
Claim Description: THE CITY HAD A WATER LEAK ON 5/25/12 AND THAT THE CITY DAMAGED THE RETAINING WALL WHEN REPAIRI

Claim/Suffix	Suffix Status	Claimant	Loss Rsv $	Loss Paid $	Alloc Exp Rsv $	Exp Pd $	Subro/ Salvge $	Subtotal $	Ded Amt Rcvd $	Total $
AA-950212 01	Closed	Babington, Becky	0	0	0	0	0	**0**	0	**0**
Type of Loss:	OPD									
		Claim Totals:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Loss Date: 03/16/2012 Date Reported: 07/23/2012 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Bodily Injury/Physical Damage - All Other - All Other
Claim Description: CLMT STATES THAT HER WATER LINES WERE LEAKING FOR OVER 3 YEARS AND A PLUMBER CAME TO FIX THEM,

Policy Loss Analysis Summary By Line of Business
For All Locations

Insured: GASTONIA, City of
Loss Period: 07/01/2010 to 01/30/2017
Line(s) of Business: < All >
Producer: 1000758
Policy Number: 791000333-0001

Valuation: 01/30/2017
Claim Status: Open and Closed
Incidents: Include
SIC Code: 9199 000
Policy Term: 07/01/2011 - 07/01/2012

Line of Business: General Liability

Claim/Suffix	Suffix Status	Claimant	Loss Rsv $	Loss Paid $	Alloc Exp Rsv $	Exp Pd $	Subro/ Salvge $	Subtotal $	Ded Amt Rcvd $	Total $
AA-955135 01	Closed	United Way,	0	0	0	0	0	**0**	0	**0**
Type of Loss:	OPD									
		Claim Totals:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Loss Date: 06/27/2012 Date Reported: 08/06/2012 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Bodily Injury/Physical Damage - Premises/Operations - All Other
Claim Description: CLMT STATES THAT A TRUCK BACKED INTO POWER POLES THAT WERE TOO LOW, KNOCKING POWER OUT TO THEI

Totals for General Liability	**0**	**9,220**	**0**	**0**	**0**	**9,220**	**-9,220**	**0**

67 (Claims)

Policy Loss Analysis Summary By Line of Business
For All Locations

Insured: GASTONIA, City of
Loss Period: 07/01/2010 to 01/30/2017
Line(s) of Business: < All >
Producer: 1000758
Policy Number: 791000333-0001

Valuation: 01/30/2017
Claim Status: Open and Closed
Incidents: Include
SIC Code: 9199 000
Policy Term: 07/01/2011 - 07/01/2012

Line of Business: Law Enforcement Liability

Claim/Suffix	Suffix Status	Claimant	Loss Rsv $	Loss Paid $	Alloc Exp Rsv $	Exp Pd $	Subro/ Salvge $	Subtotal $	Ded Amt Rcvd $	Total $
AA-870618 01	Closed	Dea-Ris, Ke-Aris	0	0	0	0	0	**0**	0	**0**
Type of Loss:	OBI									
		Claim Totals:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Loss Date: 08/11/2011 Date Reported: 09/15/2011 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Law Enforcement Liability - Excessive Force - Taser
Claim Description: POLICE WERE PERSUING SUSPECT WHO HAD RAN INTO A HOUSE. SUSPECT GRABBED MINOR CHILD WITHIN THE

AA-930580 02	Closed	Blanton, Tracie	0	107	0	0	0	**107**	-107	**0**
Type of Loss:	OBI									
		Claim Totals:	**0**	**107**	**0**	**0**	**0**	**107**	**-107**	**0**

Loss Date: 01/24/2012 Date Reported: 05/16/2012 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Law Enforcement Liability - Confinement - All Other
Claim Description: Clmt was stopped during a routine traffic stop, an officer placed her cell phone on the back o

AA-995762 01	Closed	Stroud Jr., James	0	0	0	0	0	**0**	0	**0**
Type of Loss:	OBI									
		Claim Totals:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Loss Date: 08/04/2011 Date Reported: 12/11/2012 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Law Enforcement Liability - False Arrest - All other
Claim Description: CLAIMANT IS APPEALING HIS ARREST FOR DISORDERLY CONDUCT

Policy Loss Analysis Summary By Line of Business
For All Locations

Insured: GASTONIA, City of
Loss Period: 07/01/2010 to 01/30/2017
Line(s) of Business: < All >
Producer: 1000758
Policy Number: 791000333-0001

Valuation: 01/30/2017
Claim Status: Open and Closed
Incidents: Include
SIC Code: 9199 000
Policy Term: 07/01/2011 - 07/01/2012

Line of Business: Law Enforcement Liability

Claim/Suffix	Suffix Status	Claimant	Loss Rsv $	Loss Paid $	Alloc Exp Rsv $	Exp Pd $	Subro/ Salvge $	Subtotal $	Ded Amt Rcvd $	Total $
AB-042406 00	Closed	,	0	0	0	0	0	**0**	0	**0**
Type of Loss:	Other Bodily Injury									
AB-042406 01	Closed	Martin, Christopher	0	160,471	0	14,745	0	**175,216**	-25,000	**150,216**
Type of Loss:	OBI									
		Claim Totals:	**0**	**160,471**	**0**	**14,745**	**0**	**175,216**	**-25,000**	**150,216**

Loss Date: 06/28/2012 Date Reported: 07/10/2013 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Law Enforcement Liability - Excessive Force - Taser
Claim Description: CLMT STATES HE WAS FALSELY ARRESTED IN A SCUFFLE WITH AN OFFICER AT A BELKS STORE.

AB-047135 01	Closed	Almatrafi, Alya	0	0	0	0	0	**0**	0	**0**
Type of Loss:	OBI									
		Claim Totals:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Loss Date: 01/21/2012 Date Reported: 08/01/2013 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Law Enforcement Liability - False Arrest - All other
Claim Description: CLMT STATES SHE WAS WRONGFULLY ARRESTED.

Totals for Law Enforcement Liability	**0**	**160,578**	**0**	**14,745**	**0**	**175,323**	**-25,107**	**150,216**

5 (Claims)

Policy Loss Analysis Summary By Line of Business
For All Locations

Insured: GASTONIA, City of
Loss Period: 07/01/2010 to 01/30/2017
Line(s) of Business: < All >
Producer: 1000758

Valuation: 01/30/2017
Claim Status: Open and Closed
Incidents: Include
SIC Code: 9199 000

	Total Claims	Loss Rsv $	Loss Paid $	Alloc Exp Rsv $	Exp Pd $	Subro/ Salvge $	Subtotal $	Ded Amt Rcvd $	Total $
Totals for Policy 791000333-0001	**104**	**0**	**221,434**	**0**	**14,745**	**0**	**236,179**	**-85,279**	**150,900**

Policy Loss Analysis Summary By Line of Business
For All Locations

Insured: GASTONIA, City of
Loss Period: 07/01/2010 to 01/30/2017
Line(s) of Business: < All >
Producer: 1000758
Policy Number: 791000333-0002

Valuation: 01/30/2017
Claim Status: Open and Closed
Incidents: Include
SIC Code: 9199 000
Policy Term: 07/01/2012 - 07/01/2013

Line of Business: Automobile

Claim/Suffix	Suffix Status	Claimant	Loss Rsv $	Loss Paid $	Alloc Exp Rsv $	Exp Pd $	Subro/ Salvge $	Subtotal $	Ded Amt Rcvd $	Total $
AA-945280 01	Closed	City of Gastonia,	0	0	0	0	0	**0**	0	**0**
Type of Loss:	Collision									
AA-945280 02	Closed	Morgan Sr, Benjamin	0	16,760	0	0	0	**16,760**	-16,760	**0**
Type of Loss:	APD									
AA-945280 03	Closed	Smith, Apryl	0	4,863	0	0	0	**4,863**	-4,863	**0**
Type of Loss:	APD									
AA-945280 04	Closed	Morgan Sr, Benjamin	0	30,000	0	0	0	**30,000**	-3,377	**26,623**
Type of Loss:	ABI									
		Claim Totals:	**0**	**51,623**	**0**	**0**	**0**	**51,623**	**-25,000**	**26,623**

Loss Date: 07/09/2012 Date Reported: 07/10/2012 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Struck Other Vehicle Ahead - Truck--Straight Pickup--Insured Owner - Our Insured--At Fault
Claim Description: IV REAR ENDED OV WHICH CAUSED A DOMINO AND THEY HIT SOMEONE ELSE
Driver: DRIVER , UNKNOWN

AA-946003 00	Open	,	0	0	0	0	0	**0**	0	**0**
Type of Loss:	Auto Physical Damage Collision									
AA-946003 01	Closed	City of Gastonia,	0	0	0	0	0	**0**	0	**0**
Type of Loss:	Collision									
AA-946003 02	Closed	Brown, Donald	0	4,318	0	0	0	**4,318**	-4,318	**0**
Type of Loss:	APD									
AA-946003 03	Closed	Brown, Donald	0	2,847	0	0	0	**2,847**	-2,847	**0**
Type of Loss:	ABI									
		Claim Totals:	**0**	**7,165**	**0**	**0**	**0**	**7,165**	**-7,165**	**0**

Loss Date: 07/09/2012 Date Reported: 07/11/2012 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Backed Into Other Vehicle - Other --Insured Owner - Our Insured--At Fault
Claim Description: IV hit OV while backing up
Driver: Brown , Donald

Policy Loss Analysis Summary By Line of Business
For All Locations

Insured: GASTONIA, City of
Loss Period: 07/01/2010 to 01/30/2017
Line(s) of Business: < All >
Producer: 1000758
Policy Number: 791000333-0002

Valuation: 01/30/2017
Claim Status: Open and Closed
Incidents: Include
SIC Code: 9199 000
Policy Term: 07/01/2012 - 07/01/2013

Line of Business: Automobile

Claim/Suffix	Suffix Status	Claimant	Loss Rsv $	Loss Paid $	Alloc Exp Rsv $	Exp Pd $	Subro/ Salvge $	Subtotal $	Ded Amt Rcvd $	Total $
AA-946008 01	Closed	Ross, David	0	1,323	0	0	0	**1,323**	-1,323	**0**
Type of Loss:	APD									
		Claim Totals:	**0**	**1,323**	**0**	**0**	**0**	**1,323**	**-1,323**	**0**

Loss Date: 07/10/2012 Date Reported: 07/11/2012 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Struck Other Vehicle Ahead - Auto (Passenger Type)--Insured Owner - Our Insured--At Fault
Claim Description: CLMT (DAVID ROSS) STATES THAT HE WAS REARENDED BY A CITY OF GASTONIA POLICE OFFICER ON THE COR
Driver: DRIVER , UNKNOWN

AA-950633 01	Closed	Solesbee, Melissa	0	4,943	0	0	0	**4,943**	-4,943	**0**
Type of Loss:	APD									
		Claim Totals:	**0**	**4,943**	**0**	**0**	**0**	**4,943**	**-4,943**	**0**

Loss Date: 07/19/2012 Date Reported: 07/24/2012 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Struck Other Vehicle Ahead - Auto (Passenger Type)--Insured Owner - Our Insured--At Fault
Claim Description: IVD REAR ENDED OVD, POLICE REPORT ATTACHED.
Driver: Keeter , George

AA-956888 02	Closed	Tomlin, Shawna	0	1,447	0	0	0	**1,447**	-1,447	**0**
Type of Loss:	APD									
		Claim Totals:	**0**	**1,447**	**0**	**0**	**0**	**1,447**	**-1,447**	**0**

Loss Date: 08/06/2012 Date Reported: 08/13/2012 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Struck Other Vehicle Ahead - Auto (Passenger Type)--Insured Owner - Our Insured--At Fault
Claim Description: Clmt Shawna Tomblin states that her mother was rearended by IV
Driver: Fleming III , Albert

Policy Loss Analysis Summary By Line of Business
For All Locations

Insured: GASTONIA, City of
Loss Period: 07/01/2010 to 01/30/2017
Line(s) of Business: < All >
Producer: 1000758
Policy Number: 791000333-0002

Valuation: 01/30/2017
Claim Status: Open and Closed
Incidents: Include
SIC Code: 9199 000
Policy Term: 07/01/2012 - 07/01/2013

Line of Business: Automobile

Claim/Suffix	Suffix Status	Claimant	Loss Rsv $	Loss Paid $	Alloc Exp Rsv $	Exp Pd $	Subro/ Salvge $	Subtotal $	Ded Amt Rcvd $	Total $
AA-960260 01	Closed	Leach, Lavonia	0	0	0	0	0	**0**	0	**0**
Type of Loss:	ABI									
		Claim Totals:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Loss Date: 08/06/2012 Date Reported: 08/23/2012 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Was Struck By Hit And Run Vehicle - Bus--Insured Owner - Our Insured--Not At Fault
Claim Description: CLMT STATES THAT SHE WAS ON A BUS THAT WAS HIT, SHE HAD TO SIT ON THE BUS FOR AN HOUR AND MISS
Driver: DRIVER , UNKNOWN

AA-961710 01	Closed	City of Gastonia,	0	1,704	0	0	0	**1,704**	0	**1,704**
Type of Loss:	Collision									
		Claim Totals:	**0**	**1,704**	**0**	**0**	**0**	**1,704**	**0**	**1,704**

Loss Date: 08/10/2012 Date Reported: 08/29/2012 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Struck Other Vehicle Ahead - Auto (Passenger Type)--Insured Owner - Our Insured--Not At Fault
Claim Description: While transporting the 1921 American LeFrance firetruck to the state fire conference the left
Driver: Wright , Mark

AA-962827 01	Closed	Baxter, Cheryl	0	1,000	0	0	0	**1,000**	-1,000	**0**
Type of Loss:	ABI									
		Claim Totals:	**0**	**1,000**	**0**	**0**	**0**	**1,000**	**-1,000**	**0**

Loss Date: 08/29/2012 Date Reported: 09/04/2012 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Any Other - Bus--Insured Owner - Our Insured--At Fault
Claim Description: CLMT (CHERYL BAXTER) STATES THAT WHILE SHE WAS ON A BUS, THE DRIVER ABRUPTLY APPLIED THE BREAK
Driver: Pruitt , Harold

Policy Loss Analysis Summary By Line of Business
For All Locations

Insured: GASTONIA, City of
Loss Period: 07/01/2010 to 01/30/2017
Line(s) of Business: < All >
Producer: 1000758
Policy Number: 791000333-0002

Valuation: 01/30/2017
Claim Status: Open and Closed
Incidents: Include
SIC Code: 9199 000
Policy Term: 07/01/2012 - 07/01/2013

Line of Business: Automobile

Claim/Suffix	Suffix Status	Claimant	Loss Rsv $	Loss Paid $	Alloc Exp Rsv $	Exp Pd $	Subro/ Salvge $	Subtotal $	Ded Amt Rcvd $	Total $
AA-965477 01	Closed	City of Gastonia,	0	0	0	0	0	**0**	0	**0**
Type of Loss:	Collision									
AA-965477 02	Closed	Pharr, Randy	0	12,739	0	0	0	**12,739**	-12,739	**0**
Type of Loss:	APD									
		Claim Totals:	**0**	**12,739**	**0**	**0**	**0**	**12,739**	**-12,739**	**0**

Loss Date: 09/05/2012 Date Reported: 09/14/2012 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Struck Other Vehicle Ahead - Auto (Passenger Type)--Insured Owner - Our Insured--At Fault
Claim Description: CLMT STATES THAT WHEN HE WAS TRAVELING DOWN HOFFMAN ROAD. IV CROSSED THE TRAVEL LANE TO TURN
Driver: Elliot , Charles

AA-965980 01	Closed	City of Gastonia,	0	0	0	0	0	**0**	0	**0**
Type of Loss:	Collision									
AA-965980 02	Closed	Abernathy, Heather	0	18,000	0	0	0	**18,000**	-18,000	**0**
Type of Loss:	ABI									
AA-965980 03	Closed	Abernathy, David	0	750	0	0	0	**750**	-750	**0**
Type of Loss:	ABI									
AA-965980 04	Closed	Abernathy, David	0	13,976	0	0	0	**13,976**	-13,976	**0**
Type of Loss:	APD									
		Claim Totals:	**0**	**32,726**	**0**	**0**	**0**	**32,726**	**-32,726**	**0**

Loss Date: 08/30/2012 Date Reported: 09/17/2012 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Struck Other Vehicle Ahead - Auto (Passenger Type)--Insured Owner - Our Insured--At Fault
Claim Description: CLMT STATES SHE WAS STOPPED AT A STOP LIGHT WHEN IV RAN INTO THE BACK OF HER CAR.
Driver: DRIVER , UNKNOWN

AA-968577 01	Closed	Elaine Bowman, James Martin	0	0	0	0	0	**0**	0	**0**
Type of Loss:	APD									

Policy Loss Analysis Summary By Line of Business
For All Locations

Insured: GASTONIA, City of
Loss Period: 07/01/2010 to 01/30/2017
Line(s) of Business: < All >
Producer: 1000758
Policy Number: 791000333-0002

Valuation: 01/30/2017
Claim Status: Open and Closed
Incidents: Include
SIC Code: 9199 000
Policy Term: 07/01/2012 - 07/01/2013

Line of Business: Automobile

Claim/Suffix	Suffix Status	Claimant	Loss Rsv $	Loss Paid $	Alloc Exp Rsv $	Exp Pd $	Subro/ Salvge $	Subtotal $	Ded Amt Rcvd $	Total $
		Claim Totals:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
Loss Date: 07/01/2012 Date Reported: 09/26/2012 Claim Status: Closed										
Accident Location: Gastonia, NC										
Cause of Accident: Struck Object Other Than Pedestrian Or Vehicle - Truck--Straight Pickup--Insured Owner - Our Insured--Not At Fault										
Claim Description: CLMT STATES THAT WHEN THE CITY'S TRUCK CAME OUT, IT BACKED UP AND DAMAGED HER FENCE										
Driver: DRIVER , UNKNOWN										
AA-969084 02	Closed	Rodden, Calvin	0	613	0	0	0	**613**	-613	**0**
Type of Loss: APD										
		Claim Totals:	**0**	**613**	**0**	**0**	**0**	**613**	**-613**	**0**
Loss Date: 09/07/2012 Date Reported: 09/28/2012 Claim Status: Closed										
Accident Location: Gastonia, NC										
Cause of Accident: Struck Other Vehicle Ahead - Auto (Passenger Type)--Insured Owner - Our Insured--At Fault										
Claim Description: IV struck OV in rear when traffic came to a stop										
Driver: Singer , Craig Edward										
AA-971833 01	Closed	City of Gastonia,	0	0	0	0	0	**0**	0	**0**
Type of Loss: Collision										
AA-971833 02	Closed	Brooks-Wilson, Carla	0	0	0	0	0	**0**	0	**0**
Type of Loss: APD										
		Claim Totals:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
Loss Date: 09/13/2012 Date Reported: 10/10/2012 Claim Status: Closed										
Accident Location: Cramerton, NC										
Cause of Accident: Was Parked When Hit - Auto (Passenger Type)--Insured Owner - Our Insured--Not At Fault										
Claim Description: IV struck parked OV in parking lot										
Driver: Sarratt , Jason Knox										

Policy Loss Analysis Summary By Line of Business
For All Locations

Insured: GASTONIA, City of
Loss Period: 07/01/2010 to 01/30/2017
Line(s) of Business: < All >
Producer: 1000758
Policy Number: 791000333-0002

Valuation: 01/30/2017
Claim Status: Open and Closed
Incidents: Include
SIC Code: 9199 000
Policy Term: 07/01/2012 - 07/01/2013

Line of Business: Automobile

Claim/Suffix	Suffix Status	Claimant	Loss Rsv $	Loss Paid $	Alloc Exp Rsv $	Exp Pd $	Subro/ Salvge $	Subtotal $	Ded Amt Rcvd $	Total $
AA-974308 01	Closed	Restreto, George	0	0	0	0	0	**0**	0	**0**
Type of Loss:	APD									
AA-974308 02	Closed	City of Gastonia,	0	22,643	0	0	-20,846	**1,797**	0	**1,797**
Type of Loss:	Collision									
		Claim Totals:	**0**	**22,643**	**0**	**0**	**-20,846**	**1,797**	**0**	**1,797**

Loss Date: 10/16/2012 Date Reported: 10/19/2012 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Collided With Oncoming Vehicle - Tractor Trailer--Non-owned Vehicle/Short Term Lease - Our Insured--Not At Fault
Claim Description: CLAIMANT STATES HE WAS IN AN AUTO ACCIDENT WITH A CITY VEHICLE, POLICE REPORT NOT ATTACHED
Driver: DRIVER , UNKNOWN

AA-975481 01	Closed	Meeks, Laura	0	750	0	0	0	**750**	-750	**0**
Type of Loss:	ABI									
		Claim Totals:	**0**	**750**	**0**	**0**	**0**	**750**	**-750**	**0**

Loss Date: 10/16/2012 Date Reported: 10/24/2012 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Any Other - Bus--Insured Owner - Our Insured--At Fault
Claim Description: CLAIMANT STATES AS SHE WAS GETTING OFF A BUS, THE DRIVER SHUT THE DOOR ON HER
Driver: Samuels , Steve

AA-976650 02	Closed	Albaugh, Richard	0	1,547	0	0	0	**1,547**	-1,547	**0**
Type of Loss:	APD									
		Claim Totals:	**0**	**1,547**	**0**	**0**	**0**	**1,547**	**-1,547**	**0**

Loss Date: 10/22/2012 Date Reported: 10/29/2012 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Hit Parked Car - Bus--Insured Owner - Our Insured--At Fault
Claim Description: Insured driver parked vehicle but parking brake failed and vehicle rolled into OV
Driver: DRIVER , UNKNOWN

Policy Loss Analysis Summary By Line of Business
For All Locations

Insured: GASTONIA, City of
Loss Period: 07/01/2010 to 01/30/2017
Line(s) of Business: < All >
Producer: 1000758
Policy Number: 791000333-0002

Valuation: 01/30/2017
Claim Status: Open and Closed
Incidents: Include
SIC Code: 9199 000
Policy Term: 07/01/2012 - 07/01/2013

Line of Business: Automobile

Claim/Suffix	Suffix Status	Claimant	Loss Rsv $	Loss Paid $	Alloc Exp Rsv $	Exp Pd $	Subro/ Salvge $	Subtotal $	Ded Amt Rcvd $	Total $
AA-982712 01	Closed	Wilborn, Kent	0	0	0	0	0	**0**	0	**0**
Type of Loss:	APD									
		Claim Totals:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Loss Date: 11/05/2012 Date Reported: 11/06/2012 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Any Other - Truck--Straight Pickup--Insured Owner - Our Insured--At Fault
Claim Description: CLMT STATES THAT A DUMP TRUCK DROPPED MUD INTO THE STREET AND HE RAN OVER IT AND GOT IN HIS CA
Driver: DRIVER , UNKNOWN

AA-995681 01	Closed	Wendy's Restaura,	0	2,099	0	0	0	**2,099**	-2,099	**0**
Type of Loss:	APD									
		Claim Totals:	**0**	**2,099**	**0**	**0**	**0**	**2,099**	**-2,099**	**0**

Loss Date: 12/06/2012 Date Reported: 12/10/2012 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Struck Object Other Than Pedestrian Or Vehicle - Auto (Passenger Type)--Insured Owner - Our Insured--At Fault
Claim Description: IV HIT DUMPSTER WALL - CLMT (WENDY'S RESTAURANT) DAMAGE TO DUMPSTER WALL AT FRANKLIN BLVD.
Driver: Shook , Gregory

AB-011855 01	Closed	Ratchford, Herbert	0	0	0	0	0	**0**	0	**0**
Type of Loss:	APD									
		Claim Totals:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Loss Date: 02/09/2013 Date Reported: 02/18/2013 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Was Involved In An Intersection Accident - Emergency Type (Fire, Policy, Ambulance)--Insured Owner - Our Insured--Not At Fault
Claim Description: IV was pulling onto Brown St. from Garden St. when hit by OV,
Driver: Towle , Francis

Policy Loss Analysis Summary By Line of Business
For All Locations

Insured: GASTONIA, City of
Loss Period: 07/01/2010 to 01/30/2017
Line(s) of Business: < All >
Producer: 1000758
Policy Number: 791000333-0002

Valuation: 01/30/2017
Claim Status: Open and Closed
Incidents: Include
SIC Code: 9199 000
Policy Term: 07/01/2012 - 07/01/2013

Line of Business: Automobile

Claim/Suffix	Suffix Status	Claimant	Loss Rsv $	Loss Paid $	Alloc Exp Rsv $	Exp Pd $	Subro/ Salvge $	Subtotal $	Ded Amt Rcvd $	Total $
AB-012482 01	Closed	Pilgrim, Kenneth	0	0	0	0	0	**0**	0	**0**
Type of Loss:	ABI									
AB-012482 02	Closed	Wilson, Michael	0	0	0	0	0	**0**	0	**0**
Type of Loss:	ABI									
		Claim Totals:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Loss Date: 02/12/2013 Date Reported: 02/18/2013 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Struck By Animal Or Other Object - Bus--Insured Owner - Our Insured--Not At Fault
Claim Description: CLMT (KENNETH PILGRIM) STATES HE MISSED A DAY OF WORK BECAUSE THE BUS WASINVOLVED IN A MINOR
Driver: DRIVER , UNKNOWN

AB-014554 01	Closed	City of Gastonia,	0	67,234	0	0	0	**67,234**	0	**67,234**
Type of Loss:	Collision									
		Claim Totals:	**0**	**67,234**	**0**	**0**	**0**	**67,234**	**0**	**67,234**

Loss Date: 11/01/2012 Date Reported: 03/01/2013 Claim Status: Closed
Accident Location: Long Isla, NY
Cause of Accident: Struck Object Other Than Pedestrian Or Vehicle - Tractor Trailer--Insured Owner - Our Insured--At Fault
Claim Description: IV was driving at night and did not see low bridge sign. Top of veh struck bridge.
Driver: Kiser , Jody

AB-017343 02	Closed	Kee, Vickie	0	463	0	0	0	**463**	-463	**0**
Type of Loss:	APD									
		Claim Totals:	**0**	**463**	**0**	**0**	**0**	**463**	**-463**	**0**

Loss Date: 02/04/2013 Date Reported: 03/14/2013 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Hit Parked Car - Auto (Passenger Type)--Insured Owner - Our Insured--At Fault
Claim Description: IV was backing out of parking space, collided with CV which was parked illegally.
Driver: Huffman , Michael

Policy Loss Analysis Summary By Line of Business
For All Locations

Insured: GASTONIA, City of
Loss Period: 07/01/2010 to 01/30/2017
Line(s) of Business: < All >
Producer: 1000758
Policy Number: 791000333-0002

Valuation: 01/30/2017
Claim Status: Open and Closed
Incidents: Include
SIC Code: 9199 000
Policy Term: 07/01/2012 - 07/01/2013

Line of Business: Automobile

Claim/Suffix	Suffix Status	Claimant	Loss Rsv $	Loss Paid $	Alloc Exp Rsv $	Exp Pd $	Subro/ Salvge $	Subtotal $	Ded Amt Rcvd $	Total $
AB-024406 01	Closed	City of Gastonia,	0	0	0	0	0	**0**	0	**0**
Type of Loss:	Collision									
AB-024406 02	Closed	Gates, Jerry	0	730	0	0	0	**730**	-730	**0**
Type of Loss:	APD									
AB-024406 03	Closed	Lindsay, Brandon	0	250	0	0	0	**250**	-250	**0**
Type of Loss:	ABI									
		Claim Totals:	**0**	**980**	**0**	**0**	**0**	**980**	**-980**	**0**

Loss Date: 04/15/2013 Date Reported: 04/16/2013 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Backed Into Other Vehicle - Emergency Type (Fire, Policy, Ambulance)--Insured Owner - Our Insured--At Fault
Claim Description: IV backed into CV.
Driver: Woods , Eric

AB-029076 01	Closed	Dalpinz, Julius	0	1,808	0	0	0	**1,808**	-1,808	**0**
Type of Loss:	APD									
		Claim Totals:	**0**	**1,808**	**0**	**0**	**0**	**1,808**	**-1,808**	**0**

Loss Date: 05/03/2013 Date Reported: 05/08/2013 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Backed Into Other Vehicle - Auto (Passenger Type)--Insured Owner - Our Insured--At Fault
Claim Description: IV was backing out of parking spot and struck CV.
Driver: Norman , Barry

AB-030274 01	Closed	Yang, Va	0	18	0	0	0	**18**	-18	**0**
Type of Loss:	APD									

Policy Loss Analysis Summary By Line of Business
For All Locations

Insured: GASTONIA, City of
Loss Period: 07/01/2010 to 01/30/2017
Line(s) of Business: < All >
Producer: 1000758
Policy Number: 791000333-0002

Valuation: 01/30/2017
Claim Status: Open and Closed
Incidents: Include
SIC Code: 9199 000
Policy Term: 07/01/2012 - 07/01/2013

Line of Business: Automobile

Claim/Suffix	Suffix Status	Claimant	Loss Rsv $	Loss Paid $	Alloc Exp Rsv $	Exp Pd $	Subro/ Salvge $	Subtotal $	Ded Amt Rcvd $	Total $
		Claim Totals:	**0**	**18**	**0**	**0**	**0**	**18**	**-18**	**0**
Loss Date: 05/10/2013 Date Reported: 05/13/2013 Claim Status: Closed										
Accident Location: Dallas, NC										
Cause of Accident: Struck Object Other Than Pedestrian Or Vehicle - Auto (Passenger Type)--Insured Owner - Our Insured--Not At Fault										
Claim Description: Clmt alleges that city truck struck her mail box when picking up trash.										
Driver: DRIVER , UNKNOWN										
AB-031618 02	Closed	Mclean, Margaret	0	1,825	0	0	0	**1,825**	-1,825	**0**
Type of Loss: APD										
		Claim Totals:	**0**	**1,825**	**0**	**0**	**0**	**1,825**	**-1,825**	**0**
Loss Date: 05/08/2013 Date Reported: 05/20/2013 Claim Status: Closed										
Accident Location: Lowell, NC										
Cause of Accident: Backed Into Other Vehicle - Auto (Passenger Type)--Insured Owner - Our Insured--At Fault										
Claim Description: IV was backing out of driveway and struck OV										
Driver: Mclean , Margaret										
AB-032007 01	Closed	Mason Mini Stora,	0	866	0	0	0	**866**	-866	**0**
Type of Loss: APD										
		Claim Totals:	**0**	**866**	**0**	**0**	**0**	**866**	**-866**	**0**
Loss Date: 05/21/2013 Date Reported: 05/21/2013 Claim Status: Closed										
Accident Location: Gastonia, NC										
Cause of Accident: Struck Object Other Than Pedestrian Or Vehicle - Auto (Passenger Type)--Insured Owner - Our Insured--At Fault										
Claim Description: CLMT STATES THAT THE INSURED BACKED INTO HIS GATE, CAUSING DAMAGE.										
Driver: DRIVER , UNKNOWN										
AB-035289 01	Closed	Hlubik, Lisa	0	0	0	0	0	**0**	0	**0**
Type of Loss: ABI										
AB-035289 02	Closed	Greer, Annie	0	0	0	0	0	**0**	0	**0**
Type of Loss: ABI										

Policy Loss Analysis Summary By Line of Business
For All Locations

Insured: GASTONIA, City of
Loss Period: 07/01/2010 to 01/30/2017
Line(s) of Business: < All >
Producer: 1000758
Policy Number: 791000333-0002

Valuation: 01/30/2017
Claim Status: Open and Closed
Incidents: Include
SIC Code: 9199 000
Policy Term: 07/01/2012 - 07/01/2013

Line of Business: Automobile

Claim/Suffix	Suffix Status	Claimant	Loss Rsv $	Loss Paid $	Alloc Exp Rsv $	Exp Pd $	Subro/ Salvge $	Subtotal $	Ded Amt Rcvd $	Total $
		Claim Totals:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
Loss Date: 06/04/2013 Date Reported: 06/05/2013 Claim Status: Closed										
Accident Location: Gastonia, NC										
Cause of Accident: Any Other - Bus--Insured Owner - Our Insured--Not At Fault										
Claim Description: Clmt states while a passenger on bus when driver came to a sudden stop causing her to be injur										
Driver: DRIVER , UNKNOWN										
AB-037931 01	Closed	Brown, Nekeila	0	0	0	0	0	**0**	0	**0**
Type of Loss: ABI										
		Claim Totals:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
Loss Date: 06/17/2013 Date Reported: 06/17/2013 Claim Status: Closed										
Accident Location: Gastonia, NC										
Cause of Accident: Any Other - Bus--Insured Owner - Our Insured--Not At Fault										
Claim Description: CLMT FELL WHILE GETTING ON BUS.										
Driver: DRIVER , UNKNOWN										
AB-038185 01	Closed	Berry, Tonya	0	0	0	0	0	**0**	0	**0**
Type of Loss: APD										
		Claim Totals:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
Loss Date: 06/13/2013 Date Reported: 06/18/2013 Claim Status: Closed										
Accident Location: Gastonia, NC										
Cause of Accident: Struck Other Vehicle Ahead - Auto (Passenger Type)--Insured Owner - Our Insured--Not At Fault										
Claim Description: CLMT BELIEVES CITY FIRE TRUCK DAMAGED HER VEHICLE WHILE RESPONDING TO A CALL.										
Driver: DRIVER , UNKNOWN										
AB-038396 01	Closed	Long Loeffler, Norma	0	3,307	0	0	0	**3,307**	-3,307	**0**
Type of Loss: APD										
AB-038396 02	Closed	City of Gastonia,	0	0	0	0	0	**0**	0	**0**
Type of Loss: Collision										

Policy Loss Analysis Summary By Line of Business
For All Locations

Insured: GASTONIA, City of
Loss Period: 07/01/2010 to 01/30/2017
Line(s) of Business: < All >
Producer: 1000758
Policy Number: 791000333-0002

Valuation: 01/30/2017
Claim Status: Open and Closed
Incidents: Include
SIC Code: 9199 000
Policy Term: 07/01/2012 - 07/01/2013

Line of Business: Automobile

Claim/Suffix	Suffix Status	Claimant	Loss Rsv $	Loss Paid $	Alloc Exp Rsv $	Exp Pd $	Subro/ Salvge $	Subtotal $	Ded Amt Rcvd $	Total $
		Claim Totals:	**0**	**3,307**	**0**	**0**	**0**	**3,307**	**-3,307**	**0**
Loss Date: 06/08/2013 Date Reported: 06/19/2013 Claim Status: Closed										
Accident Location: Gastonia, NC										
Cause of Accident: Struck Other Vehicle Ahead - Auto (Passenger Type)--Insured Owner - Our Insured--At Fault										
Claim Description: INSURED POLICE CRUISER WAS RESPONDING TO A CALL, STRUCK CV.										
Driver: DRIVER , UNKNOWN										
AB-042185 00	Closed	,	0	0	0	0	0	**0**	0	**0**
Type of Loss: Auto Bodily Injury										
AB-042185 02	Closed	Ballew, Amanda	0	4,971	0	0	0	**4,971**	-4,971	**0**
Type of Loss: APD										
AB-042185 03	Closed	Ballew, Amanda	0	5,000	0	0	0	**5,000**	-5,000	**0**
Type of Loss: ABI										
		Claim Totals:	**0**	**9,971**	**0**	**0**	**0**	**9,971**	**-9,971**	**0**
Loss Date: 06/21/2013 Date Reported: 07/10/2013 Claim Status: Closed										
Accident Location: Gastonia, NC										
Cause of Accident: Was Being Passed By Other Vehicle - Bus--Insured Owner - Our Insured--At Fault										
Claim Description: Clmt states that Insd driver was switching lanes and didn't see her so he hit the front right										
Driver: Goode , Cameron										
Totals for Automobile			**0**	**228,794**	**0**	**0**	**-20,846**	**207,948**	**-110,590**	**97,358**

32 (Claims)

Policy Loss Analysis Summary By Line of Business
For All Locations

Insured: GASTONIA, City of
Loss Period: 07/01/2010 to 01/30/2017
Line(s) of Business: < All >
Producer: 1000758
Policy Number: 791000333-0002

Valuation: 01/30/2017
Claim Status: Open and Closed
Incidents: Include
SIC Code: 9199 000
Policy Term: 07/01/2012 - 07/01/2013

Line of Business: Employment Practices Liability

Claim/Suffix	Suffix Status	Claimant	Loss Rsv $	Loss Paid $	Alloc Exp Rsv $	Exp Pd $	Subro/ Salvge $	Subtotal $	Ded Amt Rcvd $	Total $
AA-995401 01	Closed	Johns, Brandon	0	0	0	0	0	**0**	0	**0**
Type of Loss:	Liability - EPL									
		Claim Totals:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Loss Date: 12/07/2012 Date Reported: 12/10/2012 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Employment Practices Liability - Termination - Other
Claim Description: CLAIMANT IS APPEALLING HIS TERMINATION FROM EMPLOYMENT

AB-020255 00	Closed	,	0	0	0	0	0	**0**	0	**0**
Type of Loss:	Other Bodily Injury									
AB-020255 01	Closed	June, Charles	0	0	0	11,518	0	**11,518**	-11,518	**0**
Type of Loss:	Liability - EPL									
		Claim Totals:	**0**	**0**	**0**	**11,518**	**0**	**11,518**	**-11,518**	**0**

Loss Date: 12/07/2012 Date Reported: 03/27/2013 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Employment Practices Liability - EEOC charge - Race/Ethnicity
Claim Description: Clmt alleges Employment Discrimination

AB-057705 01	Closed	Dyer, Susan	0	0	0	0	0	**0**	0	**0**
Type of Loss:	Liability - EPL									
		Claim Totals:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Loss Date: 03/08/2013 Date Reported: 09/30/2013 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Employment Practices Liability - Hostile Environment - Other
Claim Description: Clmt {Susan Dyer} feels that she has been laid off b/c of retaliation from .her boss, see atta

Policy Loss Analysis Summary By Line of Business
For All Locations

Insured: GASTONIA, City of
Loss Period: 07/01/2010 to 01/30/2017
Line(s) of Business: < All >
Producer: 1000758
Policy Number: 791000333-0002

Valuation: 01/30/2017
Claim Status: Open and Closed
Incidents: Include
SIC Code: 9199 000
Policy Term: 07/01/2012 - 07/01/2013

Line of Business: Employment Practices Liability

Claim/Suffix	Suffix Status	Claimant	Loss Rsv $	Loss Paid $	Alloc Exp Rsv $	Exp Pd $	Subro/ Salvge $	Subtotal $	Ded Amt Rcvd $	Total $
Totals for Employment Practices Liability			**0**	**0**	**0**	**11,518**	**0**	**11,518**	**-11,518**	**0**
3 (Claims)										

Policy Loss Analysis Summary By Line of Business
For All Locations

Insured: GASTONIA, City of
Loss Period: 07/01/2010 to 01/30/2017
Line(s) of Business: < All >
Producer: 1000758
Policy Number: 791000333-0002

Valuation: 01/30/2017
Claim Status: Open and Closed
Incidents: Include
SIC Code: 9199 000
Policy Term: 07/01/2012 - 07/01/2013

Line of Business: General Liability

Claim/Suffix	Suffix Status	Claimant	Loss Rsv $	Loss Paid $	Alloc Exp Rsv $	Exp Pd $	Subro/ Salvge $	Subtotal $	Ded Amt Rcvd $	Total $
AA-944746 01	Closed	Kiser, Tammy & Tyler	0	322	0	0	0	**322**	-322	**0**
Type of Loss:	OPD									
		Claim Totals:	**0**	**322**	**0**	**0**	**0**	**322**	**-322**	**0**

Loss Date: 07/03/2012 Date Reported: 07/09/2012 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Bodily Injury/Physical Damage - All Other - Water Damage
Claim Description: CLMT (TAMMY & TYLER KISER) STATED THERE WAS A LEAK THAT STOPPED UP THE PRV PIPE

AA-946241 01	Closed	Longwell, Jeff	0	3,300	0	0	0	**3,300**	-3,300	**0**
Type of Loss:	OPD									
		Claim Totals:	**0**	**3,300**	**0**	**0**	**0**	**3,300**	**-3,300**	**0**

Loss Date: 07/08/2012 Date Reported: 07/12/2012 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Bodily Injury/Physical Damage - All Other - Water Damage
Claim Description: WATER LEAK ONTO PROPERTY

AA-950188 01	Closed	Phipps, Cindy	0	256	0	0	0	**256**	-256	**0**
Type of Loss:	OPD									
		Claim Totals:	**0**	**256**	**0**	**0**	**0**	**256**	**-256**	**0**

Loss Date: 07/18/2012 Date Reported: 07/23/2012 Claim Status: Closed
Accident Location: Belmont, NC
Cause of Accident: Bodily Injury/Physical Damage - Other PD - Water Dmg (acc dis/ovfl)
Claim Description: CLAIMANT STATES THAT THERE IS INCREASED WATER ISSUES THAT CAUSED DAMAGE TO HER PIPES.

Policy Loss Analysis Summary By Line of Business
For All Locations

Insured: GASTONIA, City of
Loss Period: 07/01/2010 to 01/30/2017
Line(s) of Business: < All >
Producer: 1000758
Policy Number: 791000333-0002

Valuation: 01/30/2017
Claim Status: Open and Closed
Incidents: Include
SIC Code: 9199 000
Policy Term: 07/01/2012 - 07/01/2013

Line of Business: General Liability

Claim/Suffix	Suffix Status	Claimant	Loss Rsv $	Loss Paid $	Alloc Exp Rsv $	Exp Pd $	Subro/ Salvge $	Subtotal $	Ded Amt Rcvd $	Total $
AA-950302 01	Closed	Friday, Brenda	0	431	0	0	0	**431**	-431	**0**
Type of Loss:	OPD									
		Claim Totals:	**0**	**431**	**0**	**0**	**0**	**431**	**-431**	**0**

Loss Date: 07/05/2012 Date Reported: 07/23/2012 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Bodily Injury/Physical Damage - Other PD - Excavation
Claim Description: INSURED DIGGING UP STREET AND CLMT'S YARD TO CORRECT WATER PROBLEM AND GOT MUD IN THE CLAIMANT

AA-950902 01	Closed	Truett, Randy	0	0	0	0	0	**0**	0	**0**
Type of Loss:	OPD									
		Claim Totals:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Loss Date: 07/23/2012 Date Reported: 07/24/2012 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Bodily Injury/Physical Damage - Premises/Operations - All Other
Claim Description: CLAIMANT STATES CITY WORKED ON WATER LINES ON 7/23/12 AND WHEN THE WATER WAS TURNED BACK ON, I

AA-951587 01	Closed	Setzer, Kirk	0	27,698	0	0	0	**27,698**	-25,000	**2,698**
Type of Loss:	OPD									
		Claim Totals:	**0**	**27,698**	**0**	**0**	**0**	**27,698**	**-25,000**	**2,698**

Loss Date: 07/18/2012 Date Reported: 07/25/2012 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Bodily Injury/Physical Damage - All Other - All Other
Claim Description: CLMT (KIRK SETZER) STATES THAT HIS WATER PRESSURE VALVE WENT BAD CAUSING THE WATER HEATER TO E

Policy Loss Analysis Summary By Line of Business
For All Locations

Insured: GASTONIA, City of
Loss Period: 07/01/2010 to 01/30/2017
Line(s) of Business: < All >
Producer: 1000758
Policy Number: 791000333-0002

Valuation: 01/30/2017
Claim Status: Open and Closed
Incidents: Include
SIC Code: 9199 000
Policy Term: 07/01/2012 - 07/01/2013

Line of Business: General Liability

Claim/Suffix	Suffix Status	Claimant	Loss Rsv $	Loss Paid $	Alloc Exp Rsv $	Exp Pd $	Subro/ Salvge $	Subtotal $	Ded Amt Rcvd $	Total $
AA-952049 01	Closed	Payseur, Greg	0	0	0	0	0	**0**	0	**0**
Type of Loss:	OPD									
		Claim Totals:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Loss Date: 07/13/2012 Date Reported: 07/26/2012 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Bodily Injury/Physical Damage - All Other - All Other
Claim Description: CLMT STATES THE THE CITY EMPTIED TRASH AT HIS RESIDENCE, ONCE DONE THE TRASH WAS LET ON IT'S S

AA-952068 01	Closed	Spencer, Tommy	0	0	0	0	0	**0**	0	**0**
Type of Loss:	OPD									
AA-952068 02	Closed	Chapairro, Pat	0	0	0	0	0	**0**	0	**0**
Type of Loss:	OPD									
		Claim Totals:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Loss Date: 07/25/2012 Date Reported: 07/26/2012 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Bodily Injury/Physical Damage - All Other - All Other
Claim Description: CLAIMANT STATES THE CITY DID DAMAGE TO HIS DRIVEWAY WHILE PREFORMING WORK ON THE WATER LINES.

AA-953335 01	Closed	Floyd, Shirley	0	438	0	0	0	**438**	-438	**0**
Type of Loss:	OPD									
		Claim Totals:	**0**	**438**	**0**	**0**	**0**	**438**	**-438**	**0**

Loss Date: 07/25/2012 Date Reported: 07/31/2012 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Bodily Injury/Physical Damage - All Other - All Other
Claim Description: CLMT STATES HER UTILITIES WERE DISCONNECTED IN ERROR

Policy Loss Analysis Summary By Line of Business
For All Locations

Insured: GASTONIA, City of
Loss Period: 07/01/2010 to 01/30/2017
Line(s) of Business: < All >
Producer: 1000758
Policy Number: 791000333-0002

Valuation: 01/30/2017
Claim Status: Open and Closed
Incidents: Include
SIC Code: 9199 000
Policy Term: 07/01/2012 - 07/01/2013

Line of Business: General Liability

Claim/Suffix	Suffix Status	Claimant	Loss Rsv $	Loss Paid $	Alloc Exp Rsv $	Exp Pd $	Subro/ Salvge $	Subtotal $	Ded Amt Rcvd $	Total $
AA-953358 01	Closed	Grant, Ruby	0	0	0	0	0	**0**	0	**0**
Type of Loss:	OPD									
		Claim Totals:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Loss Date: 07/30/2012 Date Reported: 07/31/2012 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Bodily Injury/Physical Damage - Premises/Operations - All Other
Claim Description: CLMT STATES SHE WAS DRIVING AND STRUCK A TRASH CAN PARTIALLY IN THE ROAD

Claim/Suffix	Suffix Status	Claimant	Loss Rsv $	Loss Paid $	Alloc Exp Rsv $	Exp Pd $	Subro/ Salvge $	Subtotal $	Ded Amt Rcvd $	Total $
AA-955122 01	Closed	Baucom, Joe	0	0	0	0	0	**0**	0	**0**
Type of Loss:	OPD									
		Claim Totals:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Loss Date: 07/26/2012 Date Reported: 08/06/2012 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Bodily Injury/Physical Damage - All Other - All Other
Claim Description: CLAIMANT STATES THAT HIS VEHICLE WAS IMPROPERLY TOWED FROM PARKING LOT

Claim/Suffix	Suffix Status	Claimant	Loss Rsv $	Loss Paid $	Alloc Exp Rsv $	Exp Pd $	Subro/ Salvge $	Subtotal $	Ded Amt Rcvd $	Total $
AA-957251 01	Closed	Moore, Bill	0	0	0	0	0	**0**	0	**0**
Type of Loss:	OPD									
		Claim Totals:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Loss Date: 08/06/2012 Date Reported: 08/13/2012 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Bodily Injury/Physical Damage - Premises/Operations - All Other
Claim Description: Clmt states that when the city were repairing a service line on Courtland Dr. they cut his lin

Policy Loss Analysis Summary By Line of Business
For All Locations

Insured: GASTONIA, City of
Loss Period: 07/01/2010 to 01/30/2017
Line(s) of Business: < All >
Producer: 1000758
Policy Number: 791000333-0002

Valuation: 01/30/2017
Claim Status: Open and Closed
Incidents: Include
SIC Code: 9199 000
Policy Term: 07/01/2012 - 07/01/2013

Line of Business: General Liability

Claim/Suffix	Suffix Status	Claimant	Loss Rsv $	Loss Paid $	Alloc Exp Rsv $	Exp Pd $	Subro/ Salvge $	Subtotal $	Ded Amt Rcvd $	Total $
AA-959556 01	Closed	Dingle, Peter	0	0	0	0	0	**0**	0	**0**
Type of Loss:	OPD									
		Claim Totals:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Loss Date: 07/25/2012 Date Reported: 08/21/2012 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Bodily Injury/Physical Damage - Sewer Backup - Other
Claim Description: SEWER BACK UP

Claim/Suffix	Suffix Status	Claimant	Loss Rsv $	Loss Paid $	Alloc Exp Rsv $	Exp Pd $	Subro/ Salvge $	Subtotal $	Ded Amt Rcvd $	Total $
AA-959893 01	Closed	Metcalf, Katlyn	0	0	0	0	0	**0**	0	**0**
Type of Loss:	OBI									
		Claim Totals:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Loss Date: 08/16/2012 Date Reported: 08/21/2012 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Bodily Injury/Physical Damage - Slip/Trip and Fall - Building
Claim Description: CLMT STATES HER DAUGHTER FELL FROM SWING AND INJURED HERSELF.

Claim/Suffix	Suffix Status	Claimant	Loss Rsv $	Loss Paid $	Alloc Exp Rsv $	Exp Pd $	Subro/ Salvge $	Subtotal $	Ded Amt Rcvd $	Total $
AA-961321 01	Closed	Hawley, Paul	0	0	0	0	0	**0**	0	**0**
Type of Loss:	OPD									
		Claim Totals:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Loss Date: 08/20/2012 Date Reported: 08/28/2012 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Bodily Injury/Physical Damage - All Other - All Other
Claim Description: CLMT (PAUL HAWLEY) STATES THAT HIS HIM HAD SEVERAL POWER SURGES, WHICH CAUSED DAMAGE TO HIS FR

Policy Loss Analysis Summary By Line of Business
For All Locations

Insured: GASTONIA, City of
Loss Period: 07/01/2010 to 01/30/2017
Line(s) of Business: < All >
Producer: 1000758
Policy Number: 791000333-0002

Valuation: 01/30/2017
Claim Status: Open and Closed
Incidents: Include
SIC Code: 9199 000
Policy Term: 07/01/2012 - 07/01/2013

Line of Business: General Liability

Claim/Suffix	Suffix Status	Claimant	Loss Rsv $	Loss Paid $	Alloc Exp Rsv $	Exp Pd $	Subro/ Salvge $	Subtotal $	Ded Amt Rcvd $	Total $
AA-965131 01	Closed	Pogorzelski, Conrad	0	0	0	0	0	**0**	0	**0**
Type of Loss:	OPD									
		Claim Totals:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Loss Date: 07/06/2012 Date Reported: 09/13/2012 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Bodily Injury/Physical Damage - All Other - All Other
Claim Description: CLAIMANT ALLEGES A TREE FELL ON HIS PROPERTY AND THE CITY SHOULD HAVE CLEANED THE TREE UP. THE

AA-965196 01	Closed	Roberts, Earl	0	0	0	0	0	**0**	0	**0**
Type of Loss:	OPD									
		Claim Totals:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Loss Date: 07/25/2012 Date Reported: 09/13/2012 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Bodily Injury/Physical Damage - Premises/Operations - All Other
Claim Description: CLMT STATES THAT WHEN THE CITY CAME OUT TO WORK ON THEIR LINES, THE WATER PRESSURE WAS TOO MUC

AA-965203 01	Closed	Beaver, Lloyd	0	0	0	0	0	**0**	0	**0**
Type of Loss:	OPD									
		Claim Totals:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Loss Date: 09/05/2012 Date Reported: 09/13/2012 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Bodily Injury/Physical Damage - Street/Roads - Road Condition
Claim Description: CLMT STATES THAT HIS WIFE WAS TRAVELING DOWN THIRD STREET, WHEN SHE STRUCK A TRASH CAN

Policy Loss Analysis Summary By Line of Business
For All Locations

Insured: GASTONIA, City of
Loss Period: 07/01/2010 to 01/30/2017
Line(s) of Business: < All >
Producer: 1000758
Policy Number: 791000333-0002

Valuation: 01/30/2017
Claim Status: Open and Closed
Incidents: Include
SIC Code: 9199 000
Policy Term: 07/01/2012 - 07/01/2013

Line of Business: General Liability

Claim/Suffix	Suffix Status	Claimant	Loss Rsv $	Loss Paid $	Alloc Exp Rsv $	Exp Pd $	Subro/ Salvge $	Subtotal $	Ded Amt Rcvd $	Total $
AA-965497 01	Closed	Wilson, Allison	0	0	0	0	0	**0**	0	**0**
Type of Loss:	OPD									
		Claim Totals:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Loss Date: 09/11/2012 Date Reported: 09/14/2012 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Bodily Injury/Physical Damage - All Other - All Other
Claim Description: CLMT STATES THAT THE CITY'S GARBAGE TRUCK DID DAMAGE TO HER MAILBOX WHEN IT WAS PICKING UP THE

AA-965611 01	Closed	Time Warner Cabb,	0	2,300	0	0	0	**2,300**	-2,300	**0**
Type of Loss:	OPD									
		Claim Totals:	**0**	**2,300**	**0**	**0**	**0**	**2,300**	**-2,300**	**0**

Loss Date: 08/07/2012 Date Reported: 09/14/2012 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Bodily Injury/Physical Damage - Premises/Operations - Excavation
Claim Description: CLMT (TIME WARNER CABLE) STATES THAT WHEN THE CITY WAS REPAIRING THE WATER LINES, THEY CUT A C

AA-965943 01	Closed	Laine, Pete	0	0	0	0	0	**0**	0	**0**
Type of Loss:	OPD									
		Claim Totals:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Loss Date: 09/07/2012 Date Reported: 09/17/2012 Claim Status: Open
Accident Location: Gastonia, NC
Cause of Accident: Bodily Injury/Physical Damage - Other PD - Water Dmg (acc dis/ovfl)
Claim Description: CLAIMANT STATES THAT WHEN THE CITY WAS WORKING ON HIS WATER LINE, WATER STARTED RUNNING UNDER

Policy Loss Analysis Summary By Line of Business
For All Locations

Insured: GASTONIA, City of
Loss Period: 07/01/2010 to 01/30/2017
Line(s) of Business: < All >
Producer: 1000758
Policy Number: 791000333-0002

Valuation: 01/30/2017
Claim Status: Open and Closed
Incidents: Include
SIC Code: 9199 000
Policy Term: 07/01/2012 - 07/01/2013

Line of Business: General Liability

Claim/Suffix	Suffix Status	Claimant	Loss Rsv $	Loss Paid $	Alloc Exp Rsv $	Exp Pd $	Subro/ Salvge $	Subtotal $	Ded Amt Rcvd $	Total $
AA-968178 01	Closed	Everitt, Barry	0	0	0	0	0	**0**	0	**0**
Type of Loss:	OPD									
		Claim Totals:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Loss Date: 09/20/2012 Date Reported: 09/25/2012 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Bodily Injury/Physical Damage - Street/Roads - Road Condition
Claim Description: CLAIMANT STATES THAT HE WAS DRIVING DOWN THE ROAD AND GOT YELLOW PAINT ON HIS CAR. THE PAINT W

Claim/Suffix	Suffix Status	Claimant	Loss Rsv $	Loss Paid $	Alloc Exp Rsv $	Exp Pd $	Subro/ Salvge $	Subtotal $	Ded Amt Rcvd $	Total $
AA-969904 02	Closed	Thompson, Greg	0	0	0	0	0	**0**	0	**0**
Type of Loss:	OPD									
		Claim Totals:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Loss Date: 09/27/2012 Date Reported: 10/01/2012 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Bodily Injury/Physical Damage - All Other - All Other
Claim Description: CLMT (GREG & PENNY THOMPSON) STATE THEY SAW SMOKE AND SMELLED BURNING DUE TO A POWER SURGE AT

Claim/Suffix	Suffix Status	Claimant	Loss Rsv $	Loss Paid $	Alloc Exp Rsv $	Exp Pd $	Subro/ Salvge $	Subtotal $	Ded Amt Rcvd $	Total $
AA-970348 01	Closed	AT&T,	0	0	0	0	0	**0**	0	**0**
Type of Loss:	OPD									
		Claim Totals:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Loss Date: 08/28/2012 Date Reported: 10/03/2012 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Bodily Injury/Physical Damage - Other PD - Excavation
Claim Description: CLAIMANT STATES THAT WHEN THE CITY WAS CLEARING OUT FOR DRAINAGE, THEY DAMAGED THE BURIED DROP

Policy Loss Analysis Summary By Line of Business
For All Locations

Insured: GASTONIA, City of
Loss Period: 07/01/2010 to 01/30/2017
Line(s) of Business: < All >
Producer: 1000758
Policy Number: 791000333-0002

Valuation: 01/30/2017
Claim Status: Open and Closed
Incidents: Include
SIC Code: 9199 000
Policy Term: 07/01/2012 - 07/01/2013

Line of Business: General Liability

Claim/Suffix	Suffix Status	Claimant	Loss Rsv $	Loss Paid $	Alloc Exp Rsv $	Exp Pd $	Subro/ Salvge $	Subtotal $	Ded Amt Rcvd $	Total $
AA-971187 01	Closed	Time Warner Cabb,	0	0	0	0	0	**0**	0	**0**
Type of Loss:	OPD									
		Claim Totals:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Loss Date: 09/12/2012 Date Reported: 10/06/2012 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Bodily Injury/Physical Damage - Premises/Operations - Excavation
Claim Description: CLMT STATES THE CITY WAS INSTALLING A WATER MAIN AND STRUCK A TWC FEEDER. THEY STATED THEY TO

Claim/Suffix	Suffix Status	Claimant	Loss Rsv $	Loss Paid $	Alloc Exp Rsv $	Exp Pd $	Subro/ Salvge $	Subtotal $	Ded Amt Rcvd $	Total $
AA-975974 02	Closed	Johnson, Dena	0	0	0	0	0	**0**	0	**0**
Type of Loss:	OPD									
		Claim Totals:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Loss Date: 10/23/2012 Date Reported: 10/25/2012 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Bodily Injury/Physical Damage - Sewer Backup - Other
Claim Description: CLMT (DENA JOHNSON) STATES THAT THEY HAD A SEWER BACK UP

Claim/Suffix	Suffix Status	Claimant	Loss Rsv $	Loss Paid $	Alloc Exp Rsv $	Exp Pd $	Subro/ Salvge $	Subtotal $	Ded Amt Rcvd $	Total $
AA-979085 01	Closed	Gray, William	0	0	0	0	0	**0**	0	**0**
Type of Loss:	OPD									
		Claim Totals:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Loss Date: 10/18/2012 Date Reported: 11/01/2012 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Bodily Injury/Physical Damage - Sewer Backup - Other
Claim Description: CLAIMANT STATES THAT WHILE THE CITY WAS WORKING ON HIS WATER LINES, AIR GOT INTO THE LINES AND

Policy Loss Analysis Summary By Line of Business
For All Locations

Insured: GASTONIA, City of
Loss Period: 07/01/2010 to 01/30/2017
Line(s) of Business: < All >
Producer: 1000758
Policy Number: 791000333-0002

Valuation: 01/30/2017
Claim Status: Open and Closed
Incidents: Include
SIC Code: 9199 000
Policy Term: 07/01/2012 - 07/01/2013

Line of Business: General Liability

Claim/Suffix	Suffix Status	Claimant	Loss Rsv $	Loss Paid $	Alloc Exp Rsv $	Exp Pd $	Subro/ Salvge $	Subtotal $	Ded Amt Rcvd $	Total $
AA-984582 01	Closed	Eller, Patty	0	0	0	0	0	**0**	0	**0**
Type of Loss:	OPD									
		Claim Totals:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Loss Date: 11/07/2012 Date Reported: 11/08/2012 Claim Status: Closed
Accident Location: Cramerton, NC
Cause of Accident: Bodily Injury/Physical Damage - Other PD - Water Dmg (acc dis/ovfl)
Claim Description: CLMT (PATTY ELLER) STATES THAT HER BASEMENT WAS FLOODED BECAUSE OF A LEAK BECAUSE OF A FAILURE

AA-985027 01	Closed	Putnam, Sue	0	100	0	0	0	**100**	-100	**0**
Type of Loss:	OPD									
		Claim Totals:	**0**	**100**	**0**	**0**	**0**	**100**	**-100**	**0**

Loss Date: 09/07/2012 Date Reported: 11/09/2012 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Bodily Injury/Physical Damage - All Other - All Other
Claim Description: CLMT STATES THAT THE CITY REPAIRED A BROKEN WATER LINE AND IT CAUSED THEWATER PRESSURE IN HER

AA-987653 01	Closed	Indharasophang, Sam	0	0	0	0	0	**0**	0	**0**
Type of Loss:	OPD									
		Claim Totals:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Loss Date: 10/29/2012 Date Reported: 11/13/2012 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Bodily Injury/Physical Damage - Street/Roads - Other
Claim Description: CLMT STATES THE CITY REPLACED THE UTILITY POLE AND CAUSED THE HEAT PUMP TO GO OUT.

Policy Loss Analysis Summary By Line of Business
For All Locations

Insured: GASTONIA, City of
Loss Period: 07/01/2010 to 01/30/2017
Line(s) of Business: < All >
Producer: 1000758
Policy Number: 791000333-0002

Valuation: 01/30/2017
Claim Status: Open and Closed
Incidents: Include
SIC Code: 9199 000
Policy Term: 07/01/2012 - 07/01/2013

Line of Business: General Liability

Claim/Suffix	Suffix Status	Claimant	Loss Rsv $	Loss Paid $	Alloc Exp Rsv $	Exp Pd $	Subro/ Salvge $	Subtotal $	Ded Amt Rcvd $	Total $
AA-990770 01	Closed	Maudlin, Crystal	0	1,683	0	0	0	**1,683**	-1,683	**0**
Type of Loss:	OPD									
		Claim Totals:	**0**	**1,683**	**0**	**0**	**0**	**1,683**	**-1,683**	**0**

Loss Date: 11/13/2012 Date Reported: 11/20/2012 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Bodily Injury/Physical Damage - All Other - All Other
Claim Description: CLMT STATES THAT WHILE SHE WAS INSIDE BUSINESS THE LIGHT POLE FELL ON HER CAR.

AA-990990 01	Closed	Brock, Ronald	0	0	0	0	0	**0**	0	**0**
Type of Loss:	OPD									
		Claim Totals:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Loss Date: 08/22/2012 Date Reported: 11/21/2012 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Bodily Injury/Physical Damage - Premises/Operations - Fall or flying Obj
Claim Description: ROTTED TREE ON CITY PROPERTY FELL ONTO CLMT'S ROOF CAUSING DAMAGES.

AA-991993 01	Closed	Super 8 Motel,	0	0	0	0	0	**0**	0	**0**
Type of Loss:	OPD									
		Claim Totals:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Loss Date: 11/27/2012 Date Reported: 11/27/2012 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Bodily Injury/Physical Damage - All Other - All Other
Claim Description: CLAIMANT STATES THAT ON MULTIPLE OCCASIONS, THE WATER HAS BEEN SHUT OFF CAUSING THEM TO LOSE B

Policy Loss Analysis Summary By Line of Business
For All Locations

Insured: GASTONIA, City of
Loss Period: 07/01/2010 to 01/30/2017
Line(s) of Business: < All >
Producer: 1000758
Policy Number: 791000333-0002

Valuation: 01/30/2017
Claim Status: Open and Closed
Incidents: Include
SIC Code: 9199 000
Policy Term: 07/01/2012 - 07/01/2013

Line of Business: General Liability

Claim/Suffix	Suffix Status	Claimant	Loss Rsv $	Loss Paid $	Alloc Exp Rsv $	Exp Pd $	Subro/ Salvge $	Subtotal $	Ded Amt Rcvd $	Total $
AA-992407 01	Closed	Weatherly, Holly	0	0	0	0	0	**0**	0	**0**
Type of Loss:	OPD									
		Claim Totals:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Loss Date: 11/20/2012 Date Reported: 11/28/2012 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Bodily Injury/Physical Damage - All Other - All Other
Claim Description: CLAIMANT STATES THAT A POWER SURGE AT HER RESIDENCE CAUSED DAMAGE TO SEVERAL ITEMS IN HER HOME

Claim/Suffix	Suffix Status	Claimant	Loss Rsv $	Loss Paid $	Alloc Exp Rsv $	Exp Pd $	Subro/ Salvge $	Subtotal $	Ded Amt Rcvd $	Total $
AA-992430 01	Closed	AT&T,	0	0	0	0	0	**0**	0	**0**
Type of Loss:	OPD									
		Claim Totals:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Loss Date: 10/22/2012 Date Reported: 11/28/2012 Claim Status: Closed
Accident Location: Lowell, NC
Cause of Accident: Bodily Injury/Physical Damage - Premises/Operations - Excavation
Claim Description: CLMT (AT&T) STATES THAT WHILE THE CITY WAS REPLACING THE SEWER DRAIN, THEY CUT THE CABLE.

Claim/Suffix	Suffix Status	Claimant	Loss Rsv $	Loss Paid $	Alloc Exp Rsv $	Exp Pd $	Subro/ Salvge $	Subtotal $	Ded Amt Rcvd $	Total $
AA-993881 01	Closed	Fulbright, Pamela	0	29,504	0	0	0	**29,504**	-25,000	**4,504**
Type of Loss:	OPD									
		Claim Totals:	**0**	**29,504**	**0**	**0**	**0**	**29,504**	**-25,000**	**4,504**

Loss Date: 12/02/2012 Date Reported: 12/04/2012 Claim Status: Closed
Accident Location: Cramerton, NC
Cause of Accident: Bodily Injury/Physical Damage - Sewer Backup - Other
Claim Description: CLMT STATES THAT SHE HAS SEWER BACKUP IN HER BASEMENT

Policy Loss Analysis Summary By Line of Business
For All Locations

Insured: GASTONIA, City of
Loss Period: 07/01/2010 to 01/30/2017
Line(s) of Business: < All >
Producer: 1000758
Policy Number: 791000333-0002

Valuation: 01/30/2017
Claim Status: Open and Closed
Incidents: Include
SIC Code: 9199 000
Policy Term: 07/01/2012 - 07/01/2013

Line of Business: General Liability

Claim/Suffix	Suffix Status	Claimant	Loss Rsv $	Loss Paid $	Alloc Exp Rsv $	Exp Pd $	Subro/ Salvge $	Subtotal $	Ded Amt Rcvd $	Total $
AA-994660 01	Closed	Woods, Deborah	0	0	0	0	0	**0**	0	**0**
Type of Loss:	OPD									
		Claim Totals:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Loss Date: 11/26/2012 Date Reported: 12/06/2012 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Bodily Injury/Physical Damage - All Other - All Other
Claim Description: CLAIMANT ALLEGES DAMAGE TO HER SEWER LINE CAUSED BY A SOLID WASTE DIVISION TRUCK

Claim/Suffix	Suffix Status	Claimant	Loss Rsv $	Loss Paid $	Alloc Exp Rsv $	Exp Pd $	Subro/ Salvge $	Subtotal $	Ded Amt Rcvd $	Total $
AA-995924 01	Closed	Tate, Penny	0	0	0	0	0	**0**	0	**0**
Type of Loss:	OPD									
		Claim Totals:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Loss Date: 12/07/2012 Date Reported: 12/12/2012 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Bodily Injury/Physical Damage - Other PD - Water Dmg (acc dis/ovfl)
Claim Description: CLAIMANT ALLEGES WATER DAMAGE FROM FLOODING IN HER HOME DUE TO DIRT IN THE WATER LINE RESULTIN

Claim/Suffix	Suffix Status	Claimant	Loss Rsv $	Loss Paid $	Alloc Exp Rsv $	Exp Pd $	Subro/ Salvge $	Subtotal $	Ded Amt Rcvd $	Total $
AA-997678 01	Closed	Potter, James	0	0	0	0	0	**0**	0	**0**
Type of Loss:	OPD									
		Claim Totals:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Loss Date: 12/10/2012 Date Reported: 12/18/2012 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Bodily Injury/Physical Damage - Sewer Backup - Other
Claim Description: CLMT STATES HE HAD SEWER BACK UP.

Policy Loss Analysis Summary By Line of Business
For All Locations

Insured: GASTONIA, City of
Loss Period: 07/01/2010 to 01/30/2017
Line(s) of Business: < All >
Producer: 1000758
Policy Number: 791000333-0002

Valuation: 01/30/2017
Claim Status: Open and Closed
Incidents: Include
SIC Code: 9199 000
Policy Term: 07/01/2012 - 07/01/2013

Line of Business: General Liability

Claim/Suffix	Suffix Status	Claimant	Loss Rsv $	Loss Paid $	Alloc Exp Rsv $	Exp Pd $	Subro/ Salvge $	Subtotal $	Ded Amt Rcvd $	Total $
AB-000686 01	Closed	Felts, Stephanie	0	0	0	0	0	**0**	0	**0**
Type of Loss:	OPD									
AB-000686 02	Closed	Ferrington Placc,	0	0	0	0	0	**0**	0	**0**
Type of Loss:	OPD									
		Claim Totals:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Loss Date: 12/22/2012 Date Reported: 01/03/2013 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Bodily Injury/Physical Damage - Sewer Backup - Other
Claim Description: CLMT STATES SHE HAD SEWER BACKUP IN HER CONDO

AB-001858 01	Closed	St Michaels Catt,	0	0	0	0	0	**0**	0	**0**
Type of Loss:	OPD									
		Claim Totals:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Loss Date: 12/29/2012 Date Reported: 01/07/2013 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Bodily Injury/Physical Damage - Sewer Backup - Other
Claim Description: CLMT (ST. MICHAELS BAPTIST CHURCH) STATES THEY HAD SEWER BACKUP.

AB-001959 01	Closed	McDonald, Becky	0	600	0	0	0	**600**	-600	**0**
Type of Loss:	OPD									
		Claim Totals:	**0**	**600**	**0**	**0**	**0**	**600**	**-600**	**0**

Loss Date: 12/21/2012 Date Reported: 01/08/2013 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Bodily Injury/Physical Damage - All Other - All Other
Claim Description: CLMT STATES THAT A CITY EMPLOYEE STRUCK HER TV CABLE WITH A BOOM, AND THUS CAUSING THE FACIAL

Policy Loss Analysis Summary By Line of Business
For All Locations

Insured: GASTONIA, City of
Loss Period: 07/01/2010 to 01/30/2017
Line(s) of Business: < All >
Producer: 1000758
Policy Number: 791000333-0002

Valuation: 01/30/2017
Claim Status: Open and Closed
Incidents: Include
SIC Code: 9199 000
Policy Term: 07/01/2012 - 07/01/2013

Line of Business: General Liability

Claim/Suffix	Suffix Status	Claimant	Loss Rsv $	Loss Paid $	Alloc Exp Rsv $	Exp Pd $	Subro/ Salvge $	Subtotal $	Ded Amt Rcvd $	Total $
AB-005025 01	Closed	Mason, Edna	0	0	0	0	0	**0**	0	**0**
Type of Loss:	OBI									
		Claim Totals:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Loss Date: 11/30/2012 Date Reported: 01/21/2013 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Bodily Injury/Physical Damage - Slip/Trip and Fall - Building
Claim Description: CLMT STATES SHE WAS STRUCK BY A DOOR WALKING FROM CITY HALL.

AB-005097 02	Closed	Cuthbertson, Dennis	0	108	0	0	0	**108**	-108	**0**
Type of Loss:	OPD									
		Claim Totals:	**0**	**108**	**0**	**0**	**0**	**108**	**-108**	**0**

Loss Date: 12/18/2012 Date Reported: 01/21/2013 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Bodily Injury/Physical Damage - Sewer Backup - Other
Claim Description: CLMT (BMC INVESTORS, LLC) STATES THEY HAD A SEWER BACK UP INTO APARTMENT COMPLEX, STATES THE S

AB-005910 01	Closed	Harris, Machaela	0	0	0	0	0	**0**	0	**0**
Type of Loss:	OBI									
		Claim Totals:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Loss Date: 01/18/2013 Date Reported: 01/23/2013 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Bodily Injury/Physical Damage - Slip/Trip and Fall - Streets/Roads
Claim Description: CLMT FELL INTO A WATER METER HOLE

Policy Loss Analysis Summary By Line of Business
For All Locations

Insured: GASTONIA, City of
Loss Period: 07/01/2010 to 01/30/2017
Line(s) of Business: < All >
Producer: 1000758
Policy Number: 791000333-0002

Valuation: 01/30/2017
Claim Status: Open and Closed
Incidents: Include
SIC Code: 9199 000
Policy Term: 07/01/2012 - 07/01/2013

Line of Business: General Liability

Claim/Suffix	Suffix Status	Claimant	Loss Rsv $	Loss Paid $	Alloc Exp Rsv $	Exp Pd $	Subro/ Salvge $	Subtotal $	Ded Amt Rcvd $	Total $
AB-006875 01	Closed	Reid, Joan	0	0	0	0	0	**0**	0	**0**
Type of Loss:	OBI									
		Claim Totals:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Loss Date: 01/24/2013 Date Reported: 01/29/2013 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Bodily Injury/Physical Damage - Slip/Trip and Fall - Streets/Roads
Claim Description: CLAIMANT STATES SHE FELL ON THE SIDEWALK ON MAIN ST BECAUSE OF BROKEN CONCRETE

Claim/Suffix	Suffix Status	Claimant	Loss Rsv $	Loss Paid $	Alloc Exp Rsv $	Exp Pd $	Subro/ Salvge $	Subtotal $	Ded Amt Rcvd $	Total $
AB-009005 01	Closed	CMC Rebar,	0	0	0	0	0	**0**	0	**0**
Type of Loss:	OPD									
		Claim Totals:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Loss Date: 01/02/2013 Date Reported: 02/06/2013 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Bodily Injury/Physical Damage - Street/Roads - Other
Claim Description: CMC REBAR PLANT THE TRANSFORMER WAS SHORTING OUT, 2 OF THE PHASES HAD ALREADY MELTED OUT AND T

Claim/Suffix	Suffix Status	Claimant	Loss Rsv $	Loss Paid $	Alloc Exp Rsv $	Exp Pd $	Subro/ Salvge $	Subtotal $	Ded Amt Rcvd $	Total $
AB-011866 01	Closed	Nesheim, Brooke	0	0	0	0	0	**0**	0	**0**
Type of Loss:	OPD									
		Claim Totals:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Loss Date: 02/13/2013 Date Reported: 02/18/2013 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Bodily Injury/Physical Damage - Sewer Backup - Other
Claim Description: CLAIMANT STATES SHE HAD SEWER BACK UP.

Policy Loss Analysis Summary By Line of Business
For All Locations

Insured: GASTONIA, City of
Loss Period: 07/01/2010 to 01/30/2017
Line(s) of Business: < All >
Producer: 1000758
Policy Number: 791000333-0002

Valuation: 01/30/2017
Claim Status: Open and Closed
Incidents: Include
SIC Code: 9199 000
Policy Term: 07/01/2012 - 07/01/2013

Line of Business: General Liability

Claim/Suffix	Suffix Status	Claimant	Loss Rsv $	Loss Paid $	Alloc Exp Rsv $	Exp Pd $	Subro/ Salvge $	Subtotal $	Ded Amt Rcvd $	Total $
AB-012478 01	Closed	Martin, Josh	0	0	0	0	0	**0**	0	**0**
Type of Loss:	OPD									
		Claim Totals:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Loss Date: 01/23/2013 Date Reported: 02/20/2013 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Bodily Injury/Physical Damage - Premises/Operations - All Other
Claim Description: CLMT STATES THAT THE CITY DAMAGED THE AWNING TO THE BUILDING WHILE REPLACING A UTILITY POLE BE

Claim/Suffix	Suffix Status	Claimant	Loss Rsv $	Loss Paid $	Alloc Exp Rsv $	Exp Pd $	Subro/ Salvge $	Subtotal $	Ded Amt Rcvd $	Total $
AB-012921 01	Closed	Mason, Florence	0	0	0	0	0	**0**	0	**0**
Type of Loss:	OPD									
		Claim Totals:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Loss Date: 02/17/2013 Date Reported: 02/22/2013 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Bodily Injury/Physical Damage - Street/Roads - Road Condition
Claim Description: CLMT STATES THE CITY (WHEN SCRAPING THE ROADS) DISLODGED A MAN HOLE COVER AND HE STRUCK IT WIT

Claim/Suffix	Suffix Status	Claimant	Loss Rsv $	Loss Paid $	Alloc Exp Rsv $	Exp Pd $	Subro/ Salvge $	Subtotal $	Ded Amt Rcvd $	Total $
AB-014073 01	Closed	Hedrick, Frances	0	0	0	0	0	**0**	0	**0**
Type of Loss:	OPD									
		Claim Totals:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Loss Date: 02/26/2013 Date Reported: 02/27/2013 Claim Status: Closed
Accident Location: Belmont, NC
Cause of Accident: Bodily Injury/Physical Damage - Other PD - Water Dmg (acc dis/ovfl)
Claim Description: Clmt states that a hydrant broke in her yard and flooded her basement and yard.

Policy Loss Analysis Summary By Line of Business
For All Locations

Insured: GASTONIA, City of
Loss Period: 07/01/2010 to 01/30/2017
Line(s) of Business: < All >
Producer: 1000758
Policy Number: 791000333-0002

Valuation: 01/30/2017
Claim Status: Open and Closed
Incidents: Include
SIC Code: 9199 000
Policy Term: 07/01/2012 - 07/01/2013

Line of Business: General Liability

Claim/Suffix	Suffix Status	Claimant	Loss Rsv $	Loss Paid $	Alloc Exp Rsv $	Exp Pd $	Subro/ Salvge $	Subtotal $	Ded Amt Rcvd $	Total $
AB-014990 01	Closed	Wilson, Vicki	0	0	0	0	0	**0**	0	**0**
Type of Loss:	OPD									
		Claim Totals:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Loss Date: 02/28/2013 Date Reported: 03/01/2013 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Bodily Injury/Physical Damage - Street/Roads - Road Condition
Claim Description: CLMT STATES THAT SHE STRUCK A POT HOLE CAUSING DAMAGE TO 2 TIRES

Claim/Suffix	Suffix Status	Claimant	Loss Rsv $	Loss Paid $	Alloc Exp Rsv $	Exp Pd $	Subro/ Salvge $	Subtotal $	Ded Amt Rcvd $	Total $
AB-016699 02	Closed	Robbins, Carrie	0	0	0	0	0	**0**	0	**0**
Type of Loss:	OPD									
		Claim Totals:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Loss Date: 02/07/2013 Date Reported: 03/11/2013 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Bodily Injury/Physical Damage - Premises/Operations - Fail Maint Prop & Equp
Claim Description: CLMT ALLEGES THE CITY PERFORMED TEST ON HER LINE THAT CAUSED HER DVD/VCR TO STOP WORKING.

Claim/Suffix	Suffix Status	Claimant	Loss Rsv $	Loss Paid $	Alloc Exp Rsv $	Exp Pd $	Subro/ Salvge $	Subtotal $	Ded Amt Rcvd $	Total $
AB-017023 01	Closed	Tavern 24,	0	0	0	0	0	**0**	0	**0**
Type of Loss:	OPD									
		Claim Totals:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Loss Date: 03/08/2013 Date Reported: 03/13/2013 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Bodily Injury/Physical Damage - Failure to Supply - Utility
Claim Description: CLAIMANT STATES THAT THEIR WATER SERVICE WAS INTERUPTED. SEE ATTACHED REPORTS AND EMAIL.

Policy Loss Analysis Summary By Line of Business
For All Locations

Insured: GASTONIA, City of
Loss Period: 07/01/2010 to 01/30/2017
Line(s) of Business: < All >
Producer: 1000758
Policy Number: 791000333-0002

Valuation: 01/30/2017
Claim Status: Open and Closed
Incidents: Include
SIC Code: 9199 000
Policy Term: 07/01/2012 - 07/01/2013

Line of Business: General Liability

Claim/Suffix	Suffix Status	Claimant	Loss Rsv $	Loss Paid $	Alloc Exp Rsv $	Exp Pd $	Subro/ Salvge $	Subtotal $	Ded Amt Rcvd $	Total $
AB-017310 01	Closed	Wilson, Latasha	0	0	0	0	0	**0**	0	**0**
Type of Loss:	OPD									
		Claim Totals:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Loss Date: 03/12/2013 Date Reported: 03/14/2013 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Bodily Injury/Physical Damage - Street/Roads - Road Condition
Claim Description: CLMT STRUCK DIP IN ROAD CAUSING DAMAGE TO HER VEHICLE.

AB-018898 01	Closed	Ervin, Ronald	0	0	0	0	0	**0**	0	**0**
Type of Loss:	OBI									
		Claim Totals:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Loss Date: 02/20/2013 Date Reported: 03/21/2013 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Bodily Injury/Physical Damage - Slip/Trip and Fall - Streets/Roads
Claim Description: CLMT STATES HE FELL DOWN AN OPEN MANHOLE COVER, HE WAS TRAPPED FOR TWELVE HOURS AND SUFFERED A

AB-020977 01	Closed	Wehut, Jennifer	0	0	0	0	0	**0**	0	**0**
Type of Loss:	OPD									
		Claim Totals:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Loss Date: 03/08/2013 Date Reported: 04/01/2013 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Bodily Injury/Physical Damage - Sewer Backup - Other
Claim Description: CLMT STATES THAT SHE RETURNED HOME FOR VACATION AND HER SHOWER AND TOILET WITH RUNNING WITH SE

Policy Loss Analysis Summary By Line of Business
For All Locations

Insured: GASTONIA, City of
Loss Period: 07/01/2010 to 01/30/2017
Line(s) of Business: < All >
Producer: 1000758
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Valuation: 01/30/2017
Claim Status: Open and Closed
Incidents: Include
SIC Code: 9199 000
Policy Term: 07/01/2012 - 07/01/2013

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Claim/Suffix	Suffix Status	Claimant	Loss Rsv $	Loss Paid $	Alloc Exp Rsv $	Exp Pd $	Subro/ Salvge $	Subtotal $	Ded Amt Rcvd $	Total $
AB-022944 01	Closed	Walker, Joe	0	0	0	0	0	**0**	0	**0**
Type of Loss:	OBI									
		Claim Totals:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Loss Date: 03/31/2013 Date Reported: 04/10/2013 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Bodily Injury/Physical Damage - Slip/Trip and Fall - Streets/Roads
Claim Description: CLMT STATES HE FELL ON THE SIDEWALK ON 2ND ST.

Claim/Suffix	Suffix Status	Claimant	Loss Rsv $	Loss Paid $	Alloc Exp Rsv $	Exp Pd $	Subro/ Salvge $	Subtotal $	Ded Amt Rcvd $	Total $
AB-022960 01	Closed	Green Manor,	0	0	0	0	0	**0**	0	**0**
Type of Loss:	OPD									
		Claim Totals:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Loss Date: 03/07/2013 Date Reported: 04/10/2013 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Bodily Injury/Physical Damage - Sewer Backup - Other
Claim Description: CLMT STATES THEY HAD SEWER BACK UP.

Claim/Suffix	Suffix Status	Claimant	Loss Rsv $	Loss Paid $	Alloc Exp Rsv $	Exp Pd $	Subro/ Salvge $	Subtotal $	Ded Amt Rcvd $	Total $
AB-024137 01	Closed	Lindsay, Preston	0	100	0	0	0	**100**	-100	**0**
Type of Loss:	OPD									
		Claim Totals:	**0**	**100**	**0**	**0**	**0**	**100**	**-100**	**0**

Loss Date: 04/15/2013 Date Reported: 04/15/2013 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Bodily Injury/Physical Damage - Premises/Operations - Fail Maint Prop & Equp
Claim Description: CLMT ALLEGES THAT A POWER SURGE AT HIS RESIDENCE DAMAGED HIS STEREO.

Policy Loss Analysis Summary By Line of Business
For All Locations

Insured: GASTONIA, City of
Loss Period: 07/01/2010 to 01/30/2017
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Valuation: 01/30/2017
Claim Status: Open and Closed
Incidents: Include
SIC Code: 9199 000
Policy Term: 07/01/2012 - 07/01/2013

Line of Business: General Liability

Claim/Suffix	Suffix Status	Claimant	Loss Rsv $	Loss Paid $	Alloc Exp Rsv $	Exp Pd $	Subro/ Salvge $	Subtotal $	Ded Amt Rcvd $	Total $
AB-026016 01	Closed	Cable, Jake	0	0	0	0	0	**0**	0	**0**
Type of Loss:	OPD									
		Claim Totals:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Loss Date: 04/23/2013 Date Reported: 04/24/2013 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Bodily Injury/Physical Damage - Premises/Operations - All Other
Claim Description: CLAIMANT STATES THE CITY OPENED A MAN HOLE IN HIS BACKYARD AND HAS HAD PROBLEMS WITH RODENTS.

AB-027572 01	Closed	Burris, Mary	0	0	0	0	0	**0**	0	**0**
Type of Loss:	OPD									
		Claim Totals:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Loss Date: 04/29/2013 Date Reported: 05/01/2013 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Bodily Injury/Physical Damage - Street/Roads - Road Condition
Claim Description: Clmt hit a pothole and damaged rim of tire.

AB-028490 01	Closed	Rochling,	0	0	0	0	0	**0**	0	**0**
Type of Loss:	OPD									
		Claim Totals:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Loss Date: 04/11/2013 Date Reported: 05/03/2013 Claim Status: Closed
Accident Location: Dallas, NC
Cause of Accident: Bodily Injury/Physical Damage - All Other - All Other
Claim Description: Loss of income due to power outage

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For All Locations

Insured: GASTONIA, City of
Loss Period: 07/01/2010 to 01/30/2017
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Producer: 1000758
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Valuation: 01/30/2017
Claim Status: Open and Closed
Incidents: Include
SIC Code: 9199 000
Policy Term: 07/01/2012 - 07/01/2013

Line of Business: General Liability

Claim/Suffix	Suffix Status	Claimant	Loss Rsv $	Loss Paid $	Alloc Exp Rsv $	Exp Pd $	Subro/ Salvge $	Subtotal $	Ded Amt Rcvd $	Total $
AB-029088 01	Closed	Brock, Matthew	0	0	0	0	0	**0**	0	**0**
Type of Loss:	OPD									
		Claim Totals:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Loss Date: 05/08/2013 Date Reported: 05/08/2013 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Bodily Injury/Physical Damage - Other PD - Water Dmg (acc dis/ovfl)
Claim Description: Clmt states that the city has caused significant water intrusion in his backyard due to an una

AB-030263 01	Closed	Asamura, Tom	0	288	0	0	0	**288**	-288	**0**
Type of Loss:	OPD									
		Claim Totals:	**0**	**288**	**0**	**0**	**0**	**288**	**-288**	**0**

Loss Date: 05/12/2013 Date Reported: 05/13/2013 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Bodily Injury/Physical Damage - Premises/Operations - Fail Maint Prop & Equp
Claim Description: CLMT STATES THAT THE CITY REPAIRED A WATER LEAK AND IT CAUSED HIM TO LOSE WATER PRESSURE IN HI

AB-031128 01	Closed	Shannon, Samuel & Melinda	0	2,868	0	0	0	**2,868**	-2,868	**0**
Type of Loss:	OPD									
		Claim Totals:	**0**	**2,868**	**0**	**0**	**0**	**2,868**	**-2,868**	**0**

Loss Date: 05/15/2013 Date Reported: 05/16/2013 Claim Status: Closed
Accident Location: Cramerton, NC
Cause of Accident: Bodily Injury/Physical Damage - Premises/Operations - Fail Maint Prop & Equp
Claim Description: CLMT STATES THAT THE CITY REPAIRED A MAIN BREAK AT THEIR LOCATION AND CAUSED DAMAGE TO THEIR D

Policy Loss Analysis Summary By Line of Business
For All Locations

Insured: GASTONIA, City of
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Line(s) of Business: < All >
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Valuation: 01/30/2017
Claim Status: Open and Closed
Incidents: Include
SIC Code: 9199 000
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Claim/Suffix	Suffix Status	Claimant	Loss Rsv $	Loss Paid $	Alloc Exp Rsv $	Exp Pd $	Subro/ Salvge $	Subtotal $	Ded Amt Rcvd $	Total $
AB-033171 01	Closed	Graham, Sheila	0	0	0	0	0	**0**	0	**0**
Type of Loss:	OBI									
		Claim Totals:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Loss Date: 05/06/2013 Date Reported: 05/28/2013 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Bodily Injury/Physical Damage - All Other - All Other
Claim Description: CLAIMANT STATES THAT SHE FELL IN A WUNKEN WATER METER

Claim/Suffix	Suffix Status	Claimant	Loss Rsv $	Loss Paid $	Alloc Exp Rsv $	Exp Pd $	Subro/ Salvge $	Subtotal $	Ded Amt Rcvd $	Total $
AB-034799 01	Closed	Hillman, Julia	0	0	0	0	0	**0**	0	**0**
Type of Loss:	OBI									
		Claim Totals:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Loss Date: 05/04/2013 Date Reported: 06/03/2013 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Bodily Injury/Physical Damage - Slip/Trip and Fall - Streets/Roads
Claim Description: CLMT STATES SHE WAS AT FUNCTION AT RANKIN LAKE AND FELL ON UNEVEN PAVEMENT.

Claim/Suffix	Suffix Status	Claimant	Loss Rsv $	Loss Paid $	Alloc Exp Rsv $	Exp Pd $	Subro/ Salvge $	Subtotal $	Ded Amt Rcvd $	Total $
AB-035361 01	Closed	Venezia, Dena	0	0	0	0	0	**0**	0	**0**
Type of Loss:	OPD									
		Claim Totals:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Loss Date: 05/26/2013 Date Reported: 06/05/2013 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Bodily Injury/Physical Damage - All Other - All Other
Claim Description: CLMT STATES THAT A BROKEN NEUTRAL CAUSED A POWER SURGE AT HER RESIDENCE

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For All Locations

Insured: GASTONIA, City of
Loss Period: 07/01/2010 to 01/30/2017
Line(s) of Business: < All >
Producer: 1000758
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Valuation: 01/30/2017
Claim Status: Open and Closed
Incidents: Include
SIC Code: 9199 000
Policy Term: 07/01/2012 - 07/01/2013

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Claim/Suffix	Suffix Status	Claimant	Loss Rsv $	Loss Paid $	Alloc Exp Rsv $	Exp Pd $	Subro/ Salvge $	Subtotal $	Ded Amt Rcvd $	Total $
AB-036702 01	Closed	Smith, Sunita	0	0	0	0	0	**0**	0	**0**
Type of Loss:	OBI									
		Claim Totals:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Loss Date: 06/06/2013 Date Reported: 06/12/2013 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Bodily Injury/Physical Damage - All Other - Animal-Oth.-Bite/Scratch
Claim Description: CLMT WAS BITTEN BY A SPIDER WHILE ON THE BUS.

Claim/Suffix	Suffix Status	Claimant	Loss Rsv $	Loss Paid $	Alloc Exp Rsv $	Exp Pd $	Subro/ Salvge $	Subtotal $	Ded Amt Rcvd $	Total $
AB-036917 01	Closed	Shadow Creek App,	0	0	0	0	0	**0**	0	**0**
Type of Loss:	OPD									
		Claim Totals:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Loss Date: 06/11/2013 Date Reported: 06/12/2013 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Bodily Injury/Physical Damage - All Other - Water Damage
Claim Description: CLMT STATES THEY HAVE A WATER LEAK

Claim/Suffix	Suffix Status	Claimant	Loss Rsv $	Loss Paid $	Alloc Exp Rsv $	Exp Pd $	Subro/ Salvge $	Subtotal $	Ded Amt Rcvd $	Total $
AB-036922 01	Closed	Geiger, Eileen	0	0	0	0	0	**0**	0	**0**
Type of Loss:	OPD									
		Claim Totals:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Loss Date: 05/26/2013 Date Reported: 06/12/2013 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Bodily Injury/Physical Damage - All Other - All Other
Claim Description: CLMT STATES SHE RAN OVER A WATER METER COVER WITH LAWN MOWER. CLMT STATES THE LID WAS NOT PRO

Policy Loss Analysis Summary By Line of Business
For All Locations

Insured: GASTONIA, City of
Loss Period: 07/01/2010 to 01/30/2017
Line(s) of Business: < All >
Producer: 1000758
Policy Number: 791000333-0002

Valuation: 01/30/2017
Claim Status: Open and Closed
Incidents: Include
SIC Code: 9199 000
Policy Term: 07/01/2012 - 07/01/2013

Line of Business: General Liability

Claim/Suffix	Suffix Status	Claimant	Loss Rsv $	Loss Paid $	Alloc Exp Rsv $	Exp Pd $	Subro/ Salvge $	Subtotal $	Ded Amt Rcvd $	Total $
AB-038428 01	Closed	Wray, Katrina	0	0	0	0	0	**0**	0	**0**
Type of Loss:	OBI									
		Claim Totals:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Loss Date: 06/09/2013 Date Reported: 06/19/2013 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Bodily Injury/Physical Damage - Premises/Operations - Fall or flying Obj
Claim Description: CLAIMANT STATES THAT SHE WAS HIT BY A FOUL BALL AND WAS TAKEN TO THE ER.

Claim/Suffix	Suffix Status	Claimant	Loss Rsv $	Loss Paid $	Alloc Exp Rsv $	Exp Pd $	Subro/ Salvge $	Subtotal $	Ded Amt Rcvd $	Total $
AB-039441 01	Closed	Byrd, Rita	0	0	0	0	0	**0**	0	**0**
Type of Loss:	OBI									
		Claim Totals:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Loss Date: 05/14/2013 Date Reported: 06/24/2013 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Bodily Injury/Physical Damage - Slip/Trip and Fall - Streets/Roads
Claim Description: CLMT FELL ON SIDEWALK.

Claim/Suffix	Suffix Status	Claimant	Loss Rsv $	Loss Paid $	Alloc Exp Rsv $	Exp Pd $	Subro/ Salvge $	Subtotal $	Ded Amt Rcvd $	Total $
AB-043687 01	Closed	Yoerg, Steve	0	375	0	0	0	**375**	-375	**0**
Type of Loss:	OPD									
		Claim Totals:	**0**	**375**	**0**	**0**	**0**	**375**	**-375**	**0**

Loss Date: 09/27/2012 Date Reported: 07/16/2013 Claim Status: Closed
Accident Location: Cramerton, NC
Cause of Accident: Bodily Injury/Physical Damage - Premises/Operations - All Other
Claim Description: CLMT ALLEGES WHEN CITY CAME TO REPAIR HIS LINES INSD HIT IRRIGATION SYSTEM CAUSING DAMAGE

Policy Loss Analysis Summary By Line of Business
For All Locations

Insured: GASTONIA, City of
Loss Period: 07/01/2010 to 01/30/2017
Line(s) of Business: < All >
Producer: 1000758
Policy Number: 791000333-0002

Valuation: 01/30/2017
Claim Status: Open and Closed
Incidents: Include
SIC Code: 9199 000
Policy Term: 07/01/2012 - 07/01/2013

Line of Business: General Liability

Claim/Suffix	Suffix Status	Claimant	Loss Rsv $	Loss Paid $	Alloc Exp Rsv $	Exp Pd $	Subro/ Salvge $	Subtotal $	Ded Amt Rcvd $	Total $
AB-044172 01	Closed	Heafner, Steven	0	0	0	0	0	**0**	0	**0**
Type of Loss:	OPD									
		Claim Totals:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Loss Date: 02/11/2013 Date Reported: 07/18/2013 Claim Status: Closed
Accident Location: Gastona, NC
Cause of Accident: Bodily Injury/Physical Damage - Sewer Backup - Other
Claim Description: CLMT STATES HE HAS SEWER BACKUP.

AB-047848 01	Closed	Gouge, Donald	0	0	0	0	0	**0**	0	**0**
Type of Loss:	OPD									
		Claim Totals:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Loss Date: 06/24/2013 Date Reported: 08/05/2013 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Bodily Injury/Physical Damage - Sewer Backup - Other
Claim Description: CLMT STATES THAT HE HAD A SEWER STOP

AB-067876 01	Closed	Pearce, Charles	0	0	0	0	0	**0**	0	**0**
Type of Loss:	OPD									
		Claim Totals:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Loss Date: 06/25/2013 Date Reported: 11/25/2013 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Bodily Injury/Physical Damage - Premises/Operations - Fail Maint Prop & Equp
Claim Description: CLMT STATES HE HAS DAMAGE DUE TO POWER SURGE.

Policy Loss Analysis Summary By Line of Business
For All Locations

Insured: GASTONIA, City of
Loss Period: 07/01/2010 to 01/30/2017
Line(s) of Business: < All >
Producer: 1000758
Policy Number: 791000333-0002

Valuation: 01/30/2017
Claim Status: Open and Closed
Incidents: Include
SIC Code: 9199 000
Policy Term: 07/01/2012 - 07/01/2013

Line of Business: General Liability

Claim/Suffix	Suffix Status	Claimant	Loss Rsv $	Loss Paid $	Alloc Exp Rsv $	Exp Pd $	Subro/ Salvge $	Subtotal $	Ded Amt Rcvd $	Total $
Totals for General Liability			**0**	**70,371**	**0**	**0**	**0**	**70,371**	**-63,169**	**7,202**

78 (Claims)

Policy Loss Analysis Summary By Line of Business
For All Locations

Insured: GASTONIA, City of
Loss Period: 07/01/2010 to 01/30/2017
Line(s) of Business: < All >
Producer: 1000758
Policy Number: 791000333-0002

Valuation: 01/30/2017
Claim Status: Open and Closed
Incidents: Include
SIC Code: 9199 000
Policy Term: 07/01/2012 - 07/01/2013

Line of Business: Law Enforcement Liability

Claim/Suffix	Suffix Status	Claimant	Loss Rsv $	Loss Paid $	Alloc Exp Rsv $	Exp Pd $	Subro/ Salvge $	Subtotal $	Ded Amt Rcvd $	Total $
AA-969228 00	Closed	,	0	0	0	0	0	**0**	0	**0**
Type of Loss:	Other Bodily Injury									
AA-969228 01	Closed	McCorkle, Deborah	0	0	0	6,056	0	**6,056**	-6,056	**0**
Type of Loss:	OBI									
		Claim Totals:	**0**	**0**	**0**	**6,056**	**0**	**6,056**	**-6,056**	**0**

Loss Date: 09/18/2012 Date Reported: 09/28/2012 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Law Enforcement Liability - Excessive Force - All other
Claim Description: Claimant alleges harassment, excessive force and wrongful seizure

AA-973411 01	Closed	McCoy, Shirley	0	1,938	0	0	0	**1,938**	-1,938	**0**
Type of Loss:	OBI									
		Claim Totals:	**0**	**1,938**	**0**	**0**	**0**	**1,938**	**-1,938**	**0**

Loss Date: 10/05/2012 Date Reported: 10/16/2012 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Law Enforcement Liability - Excessive Force - Canine
Claim Description: CLMT MCCOY STATES K-9 SCRATCHED HER CAR DURINGA ROUTINE STOP BY A POLICY OFFICER WHO SEARCHED

AB-040019 01	Closed	June, Tabitha	0	500	0	0	0	**500**	-500	**0**
Type of Loss:	OBI									
		Claim Totals:	**0**	**500**	**0**	**0**	**0**	**500**	**-500**	**0**

Loss Date: 06/05/2013 Date Reported: 06/27/2013 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Law Enforcement Liability - Excessive Force - Canine
Claim Description: CLAIMANT ALLEGES THAT K-9 DOG BIT AND SCRATCHED HER VEHICLE DURING A TRAFFIC STOP.

Policy Loss Analysis Summary By Line of Business
For All Locations

Insured: GASTONIA, City of
Loss Period: 07/01/2010 to 01/30/2017
Line(s) of Business: < All >
Producer: 1000758
Policy Number: 791000333-0002

Valuation: 01/30/2017
Claim Status: Open and Closed
Incidents: Include
SIC Code: 9199 000
Policy Term: 07/01/2012 - 07/01/2013

Line of Business: Law Enforcement Liability

Claim/Suffix	Suffix Status	Claimant	Loss Rsv $	Loss Paid $	Alloc Exp Rsv $	Exp Pd $	Subro/ Salvge $	Subtotal $	Ded Amt Rcvd $	Total $
AB-047177 01	Closed	Bradshaw, John	0	0	0	0	0	**0**	0	**0**
Type of Loss:	OBI									
		Claim Totals:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Loss Date: 06/20/2013 Date Reported: 08/01/2013 Claim Status: Closed
Accident Location: Gastonia, NC
Cause of Accident: Law Enforcement Liability - Excessive Force - All other
Claim Description: CLAIMANT ALLEGES THAT DURING A TRAFFIC STOP, THE OFFICER PULLED OPEN THE DOOR OF HIS TRUCK, CA

AB-166072 00	Open	,	0	0	15,000	0	0	**15,000**	0	**15,000**
Type of Loss:	Other Bodily Injury									
AB-166072 01	Open	Pitts, Latasha	25,000	0	0	0	0	**25,000**	0	**25,000**
Type of Loss:	OBI									
AB-166072 FD	Open	,	0	0	25,000	0	0	**25,000**	0	**25,000**
Type of Loss:										
		Claim Totals:	**25,000**	**0**	**40,000**	**0**	**0**	**65,000**	**0**	**65,000**

Loss Date: 06/13/2013 Date Reported: 05/25/2016 Claim Status: Open
Accident Location: Gastonia, NC
Cause of Accident: Law Enforcement Liability - Excessive Force - All other
Claim Description: CLMT ALLEGES EXCESSIVE USE OF FORCE

Totals for Law Enforcement Liability	**25,000**	**2,438**	**40,000**	**6,056**	**0**	**73,494**	**-8,494**	**65,000**

5 (Claims)

Policy Loss Analysis Summary By Line of Business
For All Locations

Insured: GASTONIA, City of
Loss Period: 07/01/2010 to 01/30/2017
Line(s) of Business: < All >
Producer: 1000758
Policy Number: 791000333-0002

Valuation: 01/30/2017
Claim Status: Open and Closed
Incidents: Include
SIC Code: 9199 000
Policy Term: 07/01/2012 - 07/01/2013

Line of Business: Public Official Liability

Claim/Suffix	Suffix Status	Claimant	Loss Rsv $	Loss Paid $	Alloc Exp Rsv $	Exp Pd $	Subro/ Salvge $	Subtotal $	Ded Amt Rcvd $	Total $
AB-009831 01	Closed	Bluewater Greenn,	0	0	0	0	0	**0**	0	**0**
Type of Loss:	OBI									
		Claim Totals:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Loss Date: 01/15/2013 Date Reported: 02/08/2013 Claim Status: Closed

Accident Location: Gastonia, NC

Cause of Accident: Public Official Liability - Zoning - Other

Claim Description: Clmt (Bluewater/Green Energy, LLC) states that the city failed to maintain good faith in the n

Totals for Public Official Liability	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

1 (Claims)

Policy Loss Analysis Summary By Line of Business
For All Locations

Insured: GASTONIA, City of
Loss Period: 07/01/2010 to 01/30/2017
Line(s) of Business: < All >
Producer: 1000758

Valuation: 01/30/2017
Claim Status: Open and Closed
Incidents: Include
SIC Code: 9199 000

	Total Claims	Loss Rsv $	Loss Paid $	Alloc Exp Rsv $	Exp Pd $	Subro/ Salvge $	Subtotal $	Ded Amt Rcvd $	Total $
Totals for Policy 791000333-0002	**119**	**25,000**	**301,603**	**40,000**	**17,574**	**-20,846**	**363,331**	**-193,771**	**169,560**

Policy Loss Analysis Summary By Line of Business
For All Locations

Insured: GASTONIA, City of
Loss Period: 07/01/2010 to 01/30/2017
Line(s) of Business: < All >
Producer: 1000758

Valuation: 01/30/2017
Claim Status: Open and Closed
Incidents: Include

Line of Business Summary - Grouped by Policy

791000332-0000 Policy Term: 07/01/2010 - 07/01/2011

Coverage	# of Claims	Loss Rsv $	Loss Paid $	Alloc Exp Rsv $	Expenses Paid $	Subro/ Salvge $	Subtotal $	Ded Amt Rcvd $	Total $
Property	2	0	256,964	0	0	0	256,964	0	256,964
Policy Totals:	*2*	*0*	*256,964*	*0*	*0*	*0*	*256,964*	*0*	*256,964*

Policy Loss Analysis Summary By Line of Business
For All Locations

Insured: GASTONIA, City of
Loss Period: 07/01/2010 to 01/30/2017
Line(s) of Business: < All >
Producer: 1000758

Valuation: 01/30/2017
Claim Status: Open and Closed
Incidents: Include

791000332-0001 Policy Term: 07/01/2011 - 07/01/2012

Coverage	# of Claims	Loss Rsv $	Loss Paid $	Alloc Exp Rsv $	Expenses Paid $	Subro/ Salvge $	Subtotal $	Ded Amt Rcvd $	Total $
	0	0	0	0	0	0	0	0	0
Policy Totals:	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*

Policy Loss Analysis Summary By Line of Business
For All Locations

Insured: GASTONIA, City of
Loss Period: 07/01/2010 to 01/30/2017
Line(s) of Business: < All >
Producer: 1000758

Valuation: 01/30/2017
Claim Status: Open and Closed
Incidents: Include

791000332-0002 Policy Term: 07/01/2012 - 07/01/2013

Coverage	# of Claims	Loss Rsv $	Loss Paid $	Alloc Exp Rsv $	Expenses Paid $	Subro/ Salvge $	Subtotal $	Ded Amt Rcvd $	Total $
Property	1	0	0	0	0	0	0	0	0
Policy Totals:	*1*	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*

Policy Loss Analysis Summary By Line of Business
For All Locations

Insured: GASTONIA, City of
Loss Period: 07/01/2010 to 01/30/2017
Line(s) of Business: < All >
Producer: 1000758

Valuation: 01/30/2017
Claim Status: Open and Closed
Incidents: Include

791000333-0000 Policy Term: 07/01/2010 - 07/01/2011

Coverage	# of Claims	Loss Rsv $	Loss Paid $	Alloc Exp Rsv $	Expenses Paid $	Subro/ Salvge $	Subtotal $	Ded Amt Rcvd $	Total $
Automobile	30	0	98,302	0	1,335	0	99,637	-78,262	21,375
Employment Practices Liability	4	0	0	0	15,447	0	15,447	-15,447	0
General Liability	84	0	16,590	0	0	0	16,590	-16,590	0
Law Enforcement Liability	2	0	22,500	0	5,912	0	28,412	-28,412	0
Public Official Liability	1	0	0	0	0	0	0	0	0
Policy Totals:	*121*	*0*	*137,392*	*0*	*22,694*	*0*	*160,086*	*-138,711*	*21,375*

Policy Loss Analysis Summary By Line of Business
For All Locations

Insured: GASTONIA, City of
Loss Period: 07/01/2010 to 01/30/2017
Line(s) of Business: < All >
Producer: 1000758

Valuation: 01/30/2017
Claim Status: Open and Closed
Incidents: Include

791000333-0001 Policy Term: 07/01/2011 - 07/01/2012

Coverage	# of Claims	Loss Rsv $	Loss Paid $	Alloc Exp Rsv $	Expenses Paid $	Subro/ Salvge $	Subtotal $	Ded Amt Rcvd $	Total $
Automobile	31	0	51,636	0	0	0	51,636	-50,952	684
Employment Practices Liability	1	0	0	0	0	0	0	0	0
General Liability	67	0	9,220	0	0	0	9,220	-9,220	0
Law Enforcement Liability	5	0	160,578	0	14,745	0	175,323	-25,107	150,216
Policy Totals:	*104*	*0*	*221,434*	*0*	*14,745*	*0*	*236,179*	*-85,279*	*150,900*

Policy Loss Analysis Summary By Line of Business
For All Locations

Insured: GASTONIA, City of
Loss Period: 07/01/2010 to 01/30/2017
Line(s) of Business: < All >
Producer: 1000758

Valuation: 01/30/2017
Claim Status: Open and Closed
Incidents: Include

791000333-0002 Policy Term: 07/01/2012 - 07/01/2013

Coverage	# of Claims	Loss Rsv $	Loss Paid $	Alloc Exp Rsv $	Expenses Paid $	Subro/ Salvge $	Subtotal $	Ded Amt Rcvd $	Total $
Automobile	32	0	228,794	0	0	-20,846	207,948	-110,590	97,358
Employment Practices Liability	3	0	0	0	11,518	0	11,518	-11,518	0
General Liability	78	0	70,371	0	0	0	70,371	-63,169	7,202
Law Enforcement Liability	5	25,000	2,438	40,000	6,056	0	73,494	-8,494	65,000
Public Official Liability	1	0	0	0	0	0	0	0	0
Policy Totals:	*119*	*25,000*	*301,603*	*40,000*	*17,574*	*-20,846*	*363,331*	*-193,771*	*169,560*

Policy Loss Analysis Summary By Line of Business
For All Locations

Insured: GASTONIA, City of
Loss Period: 07/01/2010 to 01/30/2017
Line(s) of Business: < All >
Producer: 1000758

Valuation: 01/30/2017
Claim Status: Open and Closed
Incidents: Include

	# of Claims	Loss Rsv $	Loss Paid $	Alloc Exp Rsv $	Expenses Paid $	Subro/ Salvge $	Subtotal $	Ded Amt Rcvd $	Total $
Total for all Policies:	347	25,000	917,393	40,000	55,013	-20,846	1,016,560	-417,761	598,799

The information provided in this report is proprietary and confidential. No further disclosure of this information may be made except to authorized representatives of the policyholder. OneBeacon makes no representation or warranty with respect to the information contained herein.

Claim Log Summary Current

Claim Number	Claimant	Incident	Ins Reported	Incident Reported	Type	Status	Organization	Examiner	Paid	Incurred
Insured Name1: GASTONIA, CITY OF - PC TPA										
Fiscal Year Desc: 2004										
3040032664	Stevens, Robert	08/30/2004			GL-Electrical Surge	Closed	UTILITIES	Chris MacKay		
		Claimant alleges damage to appliances due to the city changing an electric meter.								
3040043575	Brazil, Norma	08/11/2004		08/11/2009	GL-Property	Closed	PUBLIC WORKS	Michael Bryant		
		Clmnt alleges roof is falling in due to water line that was repaired 5-7yrs ago.								
						Fiscal Year Desc Total: 2				
Fiscal Year Desc: 2005										
3050039993	Baldwin, Jimmy	03/09/2006		02/10/2009	GL-Bodily Injury	Closed	PARKS &	Michael Bryant	10,129.39	10,129.39
		Claimant fell over a basket of golf balls displayed at Pro Shop counter fracturing right arm								
3050039268	Caldwell, Tony	12/02/2005		12/05/2008	AL-Bodily Injury	Closed	PUBLIC WORKS	Audrey Downing	2,883.22	2,883.22
		UIM complaint.								
						Fiscal Year Desc Total: 2			**13,012.61**	**13,012.61**
Fiscal Year Desc: 2006										
3060032609	Cathcart, Alonzo	06/29/2007		08/10/2007	AL-Property	Closed		Chris MacKay	242.03	242.03
		Clmt. veh stalled, police veh struck clmt's veh in rear.								
3060032053	Harris, Curtis	06/22/2007		07/10/2007	AL-Property	Closed	ALL	Audrey Downing	1,100.23	1,100.23
		Insured vehicle backed into claimant's parked vehicle.								
3060034178	Hagan, Anthony	03/15/2007			GL-Property	Closed	PUBLIC WORKS	Michael Bryant		
		Claimant alleges damages due to trees that fell onto claimant's property.								
3060032615	Pool, Linda	05/09/2007			GL-Property	Closed	PUBLIC WORKS	Michael Bryant		
		Claimant alleges rat infestation and associate damages caused by the City.								
3060032132	Thacker, Gail	06/06/2007			GL-Property	Closed	PUBLIC WORKS	Audrey Downing		
		Claimant alleges a water line burst and flooded claimant's basement.								
3060031955	Brown, Charles	06/21/2007		07/03/2007	AL-Property	Closed	PUBLIC WORKS	Charlotte Martin	4,366.00	4,366.00
		Insured vehicle backed into claimant's vehicle.								
3060031955	Friday, Janice W.	06/21/2007		07/09/2007	AL-Bodily Injury	Closed	PUBLIC WORKS	Charlotte Martin	8,000.00	8,000.00
		Insured vehicle backed into claimant's vehicle.								
3060031910	Rembert, Dorothy	06/25/2007			GL-General	Closed	PUBLIC WORKS	Michael Bryant	310.00	310.00
		Clmt. alleges City crew was spraying tar when the wind blew it onto her parked veh.								

Claim Number	Claimant	Incident	Ins Reported	Incident Reported	Type	Status	Organization	Examiner	Paid	Incurred
3060032134	AT&T	06/11/2007			GL-Property	Closed	UTILITIES	Chris MacKay	1,288.80	1,288.80
		Claimant alleges that city damaged claimant's phone line while replacing a utility pole.								
3060032000	Searight, Johnny	06/07/2007			GL-Sewer Back-up	Closed	PUBLIC WORKS	Dan Miles	0.00	0.00
		Claimant alleges that the city "blew out" his sewer line.								
3060032048	Walser, Larry	06/29/2007			GL-Property	Closed	PUBLIC WORKS	Audrey Downing	115.00	115.00
		Claimant alleges that the city dug up his yard in error.								
						Fiscal Year Desc Total: 11			**15,422.06**	**15,422.06**
Fiscal Year Desc: 2007										
3070032474	Bryant, Stacy	07/30/2007		08/02/2007	AL-Property	Closed		Audrey Downing	1,268.43	1,268.43
		City vehicle backed into claimant's parked vehicle.								
3070033751	Hillbilly's BBQ	09/15/2007			GL-Property	Closed		Charlotte Martin		
		Claimant alleges that city workers damaged claimant's grease tank.								
3070035284	Lindsay, Curtis	02/18/2008			GL-Property	Closed	FIRE	Michael Bryant	40.00	40.00
		Claimant alleges that his solar lights were damaged by fire personnel.								
3070034209	Smith, Charles	11/24/2007			GL-	Closed	PUBLIC WORKS	Chris MacKay		
		Claimant alleges vehicle damages due to a pothole.								
3070035230	Timewarner Cable	10/26/2007			GL-Property	Closed	WATER	Audrey Downing		
		Clmt.alleges City cut cable while installing meter box.								
3070032552	Fox, Mark	08/07/2007		08/07/2007	EL-Employment	Closed	ADMINISTRATION	Michael Bryant		
		Allegations of age discrimination								
3070035817	Grigg, Louise	03/20/2008			GL-Bodily Injury	Closed	ADMINISTRATION	Michael Bryant		
		Claimant alleges falling on the steps while leaving City Hall.								
3070033141	Mellis, Winslow	09/04/2007			PO-Public Officials	Closed	ADMINISTRATION	Michael Bryant		
		Claimant seeks compensation for missed business opportunities and racial discrimination.								
3070035703	Jenkins, Reggie	03/04/2008			GL-Property	Closed	PUBLIC WORKS	Audrey Downing		
		Claimant alleges that a tree fell from city property onto his vehicles.								
3070037405	Robinson, Misty	05/13/2008			GL-Property	Closed	PUBLIC WORKS	Michael Bryant		
		Claimant alleges she fell on the front steps of City Hall.								
3070036547	Ford, David	05/13/2008		05/20/2008	AL-Property	Closed	UTILITIES	Michael Bryant		
		Claimant seeks reimbursement of driveway damage from truck when electric lines being restored after tornado								
3070036209	James, LaToya	04/27/2008			GL-Electrical Surge	Closed	UTILITIES	Michael Bryant		
		Claimant alleges damages due to an electrical surge.								
3070033931	Breedlove, June	11/03/2007			GL-General	Closed	UTILITIES	Chris MacKay		
		Clmt. alleges a power surge damaged her computer, furnace, stove , microwave, phone, etc.								
3070032982	Brooks, Nan	08/01/2007			GL-Property	Closed	UTILITIES	Chris MacKay	83.00	83.00
		Claimant states that silent saver was malfunctioning and caused air conditioning to quit.								

Claim Number	Claimant	Incident	Ins Reported	Incident Reported	Type	Status	Organization	Examiner	Paid	Incurred
3070036351	Reynolds, Crystal	05/03/2008			GL-Electrical Surge	Closed	UTILITIES	Chris MacKay		
		Claimant alleges damages due to a power surge.								
3070037533	Price, Jeff	05/29/2008			GL-Electrical Surge	Closed	UTILITIES	Chris MacKay		
		Claimant alleges damages due to electrical surges.								
3070035420	Brinker	01/07/2008			GL-Electrical Surge	Closed	UTILITIES	Charlotte Martin		
		Power surge caused damage to clmt. transformers.								
3070036773	Gastonia, City of	05/29/2008		06/03/2008	AF-collision-heavy	Closed	FIRE	Charlotte Martin	7,710.17	7,710.17
		Insured vehicle struck a concrete barrier.								
3070037070	Patterson, Billy	06/16/2008		06/20/2008	PO-Public Officials	Closed	ADMINISTRATION	Michael Bryant	45,371.89	45,371.89
		Clmt. alleges inverse condemnation, trepass, and wrongful demolition.								
3070032768	The Home	08/18/2007			GL-Property	Closed	PARKS &	Audrey Downing		
		Claimant alleges damage due to golf balls flying from the golf course.								
3070032879	Long, Sheila	07/11/2007		08/29/2007	AL-Property	Closed	POLICE	Audrey Downing	395.46	395.46
		Insured vehicle rear ended claimant's vehicle.								
3070032767	Setzer, Michael	08/19/2007		08/22/2007	AL-Property	Closed	POLICE	Audrey Downing	518.53	518.53
		Insured vehicle backed into claimant's vehicle.								
3070036238	Floyd, Adrian	04/25/2008		04/29/2008	AL-Property	Closed	POLICE	Audrey Downing	2,938.75	2,938.75
		Claimant alleges that insured vehicle backed into claimant's vehicle.								
3070035618	Tucker, Towanna	03/09/2008		03/14/2008	AL-Bodily	Closed	POLICE	Charlotte Martin	7,583.45	7,583.45
		Clmt. states she went through intersection and collided with insd. veh.								
3070033873	Phillips, Linda	10/25/2007		11/01/2007	AL-Property	Closed	POLICE	Charlotte Martin	7,322.71	7,322.71
		Insured vehicle changed lanes and struck claimant's vehicle.								
3070033555	Granskog, Sarah	09/27/2007		10/10/2007	AL-Property	Closed	POLICE	Charlotte Martin	2,351.27	2,351.27
		Insured vehicle struck a shopping cart which then damaged claimant's vehicle.								
3070035909	Maura, Pierre	04/03/2008		04/04/2008	AL-Bodily	Closed	POLICE	Michael Bryant	16,000.00	16,000.00
		Insured vehicle struck claimant's vehicle in the rear.								
3070035909	Knetter, Amy	04/03/2008		04/04/2008	AL-Bodily Injury	Closed	POLICE	Michael Bryant	17,500.00	17,500.00
		Insured vehicle struck claimant's vehicle in the rear.								
3070035909	Maura, Edwin	04/03/2008		04/04/2008	AL-Property	Closed	POLICE	Michael Bryant	2,399.89	2,399.89
		Insured vehicle struck claimant's vehicle in the rear.								
3070033340	Harrell, Stacy	09/21/2007		09/27/2007	EL-Employment	Closed	POLICE	Michael Bryant	47,148.55	47,148.55
		Lawsuit alleges wrongful termination and other allegations against town.								
3070033342	McKensie, Mike	09/21/2007		09/27/2007	EL-Employment	Closed	POLICE	Michael Bryant	474.50	474.50
		Allegations of wrongful termination								
3070033445	Clevenger, Brent	09/28/2007		10/01/2007	EL-Employment	Closed	POLICE	Michael Bryant	26.00	26.00
		Officer asked to resign now challenges that resignation								

Claim Number	Claimant	Injury	Emp.Knowledge	Adj. Loc. Recd.	Type	Status	Organization	Examiner	Paid	Incurred
3070032462	Hodge, Debra	07/31/2007		08/01/2007	LE-Law	Closed	POLICE	Michael Bryant		
		Claimant alleges excessive force and injury.								
3070035908	Gardner, David	04/03/2008		04/04/2008	LE-Fatality	Closed	POLICE	Michael Bryant	0.00	0.00
		Fatality during a pursuit. Suspect crashed into a brick sign.								
3070034924	Watson, Kimberly	01/21/2008		01/24/2008	LE-Bodily Injury	Closed	POLICE	Michael Bryant	2,792.75	2,792.75
		Claimant alleges officers forcefully entered her home without permission searched/groped her and removed her personal property without cause or warrant.								
3070035659	Phone-Sweeps,	03/12/2008		03/17/2008	LE-Law	Closed	POLICE	David Robertson	104,884.05	104,884.05
		Insured named in a lawsuit.								
3070049520	Boone, Terry	05/02/2008			LE-Fatality	Closed	POLICE	David Robertson	43,797.76	43,797.76
		Officer fatally shot man who had stabbed 4 people as he made an aggressive move toward the officer								
3070036932	Lee, Antonio	05/19/2008		06/12/2008	LE-Property	Closed	POLICE	Charlotte Martin	637.61	637.61
		Officer was removing a license plate froma vehicle when the vehicle was damaged.								
3070034937	Hanna, Geneva	09/10/2007		01/25/2008	LE-Property	Closed	POLICE	Chris MacKay		
		Police officers were chasing a suspect on foot. Suspect tripped and fell into claimant's vehicle causing damage.								
3070041484	Padgett, Herbert	09/28/2007		05/26/2009	LE-Law	Closed	POLICE	Michael Bryant	63,991.73	63,991.73
		Suit alleging use of excessive force								
3070036294	Boone, Terry	05/02/2008		05/02/2008	LE-Fatality	Closed	POLICE	Michael Bryant	235,622.68	235,622.68
		Officer fatally shot man who had stabbed 4 people as he made an aggressive move toward the officer.								
3070036664	Long, Herman	02/22/2008		05/28/2008	LE-Law	Closed	POLICE	Michael Bryant		
		Claimant alleges officer used excessive force during his arrest on domestic violence charges								
3070037069	Linwood Springs	06/16/2008		06/20/2008	AL-Property	Closed	PUBLIC WORKS	Michael Bryant	5,812.00	5,812.00
		Claimant alleges insured ran light at intersection and caused collision.								
3070037069	Dockery, David	06/16/2008		06/20/2008	AL-Bodily Injury	Closed	PUBLIC WORKS	Michael Bryant	80,870.00	80,870.00
		Claimant alleges insured ran light at intersection and caused collision.								
3070035542	Pena, Riguey A.	02/22/2008		03/07/2008	AL-Property	Closed	PUBLIC WORKS	Chris MacKay	6,165.57	6,165.57
		Insured vehicle struck claimant's vehicle.								
3070035542	Pena-Gomez,	02/22/2008		03/07/2008	AL-Bodily Injury	Closed	PUBLIC WORKS	Chris MacKay	0.00	0.00
		Insured vehicle struck claimant's vehicle.								
3070034503	Mason, Freeman	12/13/2007		12/18/2007	AL-Property	Closed	PUBLIC WORKS	Chris MacKay	0.00	0.00
		Claimant alleges that insured vehicle struck claimant's vehicle.								
3070036663	Rouse, Carlton	05/22/2008		05/28/2008	AL-Property	Closed	PUBLIC WORKS	Chris MacKay		
		Claimant alleges that insured vehicle damaged claimant's sod.								
3070035834	Nagel, Jeffrey C.	03/26/2008		03/28/2008	AL-Property	Closed	PUBLIC WORKS	Chris MacKay	2,227.49	2,227.49
		Insured vehicle backed into claimant's vehicle.								
3070035834	Nagel, Faith	03/26/2008		03/28/2008	AL-Bodily Injury	Closed	PUBLIC WORKS	Chris MacKay	29,449.84	29,449.84
		Insured vehicle backed into claimant's vehicle.								

Claim Number	Claimant	Injury	Emp.Knowledge	Adj. Loc. Recd.	Type	Status	Organization	Examiner	Paid	Incurred
3070035835	Austin, James B.	03/24/2008		03/28/2008	AL-Property	Closed	PUBLIC WORKS	Chris MacKay	4,200.00	4,200.00
		Insured vehicle struck claimant's vehicle.								
3070035835	Freedman, Ronald	03/24/2008		03/28/2008	AL-Property	Closed	PUBLIC WORKS	Chris MacKay	715.00	715.00
		Insured vehicle struck claimant's vehicle.								
3070034875	Berry, Debra	01/22/2008		01/22/2008	AL-Property	Closed	PUBLIC WORKS	Charlotte Martin	254.62	254.62
		Claimant alleges that a rock from insured vehicle caused damage to claimant's windshield.								
3070035286	Duncan, Gail C.	02/08/2008		02/19/2008	AL-Bodily	Closed	PUBLIC WORKS	Michael Bryant	1,873.90	1,873.90
		Insured vehicle rear ended lead claimant's vehicle which then struck other claimant's vehicle.								
3070035286	Heffner, Ronald	02/08/2008		02/19/2008	AL-Property	Closed	PUBLIC WORKS	Michael Bryant	790.41	790.41
		Insured vehicle rear ended lead claimant's vehicle which then struck other claimant's vehicle.								
3070035286	Hast, Trina Dorothy	02/08/2008	02/20/2008	02/20/2008	AL-Bodily Injury	Closed	PUBLIC WORKS	Michael Bryant	1,260.00	1,260.00
		Insured vehicle rear ended lead claimant's vehicle which then struck other claimant's vehicle.								
3070032894	Boyd, Harry	08/28/2007		08/30/2007	AL-Property	Closed	PUBLIC WORKS	Audrey Downing		
		Claimant alleges that city employee opened vehicle door and struck claimant's vehicle.								
3070037546	Time Warner Cable	06/24/2008			GL-Property	Closed	PUBLIC WORKS	Audrey Downing	0.00	0.00
		City damaged claimant's buried cable.								
3070033341	Conner, Karen	09/11/2007			GL-Property	Closed	PUBLIC WORKS	Michael Bryant	175.00	175.00
		Claimant alleges that the city got debris in her water line.								
3070033885	AT&T	10/12/2007			GL-Property	Closed	PUBLIC WORKS	Charlotte Martin	614.14	614.14
		Claimant alleges that the city damaged claimant's cable while boring.								
3070036250	Time Warner Cable	03/17/2008			GL-Property	Closed	PUBLIC WORKS	Chris MacKay	2,104.01	2,104.01
		Claimant alleges that the city damage claimant's buried cable.								
3070035811	AT&T	01/15/2008			GL-Property	Closed	PUBLIC WORKS	Chris MacKay	1,045.08	1,045.08
		Claimant alleges that the City damage claimant's buried cable while digging.								
3070034963	Reynolds, Linda	01/25/2008		01/29/2008	AL-Property	Closed	PUBLIC WORKS	Chris MacKay	3,526.13	3,526.13
		Insured vehicle backed into claimant's vehicle.								
3070032712	Ballard, Douglas	07/16/2007		08/17/2007	AL-Property	Closed	PUBLIC WORKS	Chris MacKay	3,121.76	3,121.76
		Insured vehicle swerved to avoid an accident and collided with claimant's vehicle.								
3070032525	Grayson, Gloria	07/27/2007		08/06/2007	AL-Property	Closed	PUBLIC WORKS	Chris MacKay	250.00	250.00
		Claimant alleges that a sanitation vehicle knocked over her brick wall.								
3070034876	Hill, Charles	01/09/2008		01/22/2008	AL-Property	Closed	PUBLIC WORKS	Charlotte Martin		
		Claimant alleges that debris from a sanitation vehicle damage claimant's windshield.								
3070032983	Betancur, Doria	08/21/2007		09/05/2007	AL-Bodily	Closed	PUBLIC WORKS	Audrey Downing	16,375.00	16,375.00
		Insured vehicle was changing lanes and struck claimant's vehicle.								
3070035683	Parton, Cecil	03/10/2008		03/18/2008	AL-Property	Closed	PUBLIC WORKS	Audrey Downing	2,974.04	2,974.04
		Claimant's vehicle collided with insured vehicle at a turn.								

Claim Number	Claimant	Injury	Emp.Knowledge	Adj. Loc. Recd.	Type	Status	Organization	Examiner	Paid	Incurred
3070032983	Ruiz, Maria O.	08/21/2007		09/06/2007	AL-Bodily Injury	Closed	PUBLIC WORKS	Audrey Downing	19,000.00	19,000.00
		Insured vehicle was changing lanes and struck claimant's vehicle.								
3070032983	Villalobos, Rafael	08/21/2007		09/13/2007	AL-Bodily Injury	Closed	PUBLIC WORKS	Audrey Downing	15,000.00	15,000.00
		Insured vehicle was changing lanes and struck claimant's vehicle.								
3070033037	Gibby, Billy	09/07/2007		09/10/2007	AL-Property	Closed	PUBLIC WORKS	Audrey Downing	19,034.83	19,034.83
		Insd. driver backed into clmt. veh.								
3070034024	Bradley, Samuel N.	10/26/2007		11/09/2007	AL-Property	Closed	PUBLIC WORKS	Chris MacKay	2,145.53	2,145.53
		Insd. driver backed into clmt. veh.								
3070032765	Rhyne, Mary Sue	08/20/2007			GL-	Closed	PUBLIC WORKS	Chris MacKay	3,942.50	3,942.50
		Clmt. alleges she struck a manhole cover in road causing damage to veh.								
3070037135	McCarthy, Eddie	06/25/2008			GL-	Closed	PUBLIC WORKS	Chris MacKay		
		Clmt. claims veh damaged due to manhole cover off.								
3070033609	Hunter, Hilda	09/30/2007			GL-Property	Closed	PUBLIC WORKS	Charlotte Martin	130.16	130.16
		Claimant alleges vehicle damages due to a ditch that had been cut into the roadway.								
3070032131	Hudson, Teresa	07/12/2007			GL-Property	Closed	PUBLIC WORKS	Charlotte Martin	85.00	85.00
		Claimant alleges city crew was painting the turn lane and splattered pain onto her vehicle.								
3070032984	Crisp, J R	08/31/2007			GL-Property	Closed	PUBLIC WORKS	Audrey Downing		
		Claimant struck an upturned valve box cover.								
3070035085	Rivers, Deneen M.	02/01/2008		02/06/2008	AL-Property	Closed	TRANSPORTATIO	Charlotte Martin	2,703.78	2,703.78
		Claimant's vehicle was stopped in traffic and was rear ended by insured vehicle.								
3070034185	Sulls, Tina I.	11/15/2007		01/14/2008	AL-Bodily Injury	Closed	TRANSPORTATIO	Chris MacKay	9,500.00	9,500.00
		Insured vehicle struck claimant's vehicle.								
3070035180	Mahone, Michelle	01/31/2008		02/12/2008	AL-Bodily Injury	Closed	TRANSPORTATIO	Michael Bryant	5,750.00	5,750.00
		Insured bus closed door on claimant. Claimant is alleging injury.								
3070034185	Bowman, James	11/15/2007		11/26/2007	AL-Property	Closed	TRANSPORTATIO	Chris MacKay	3,240.00	3,240.00
		Insured vehicle struck claimant's vehicle.								
3070035085	Rivers, Ashley S.	02/01/2008		02/06/2008	AL-Bodily Injury	Closed	TRANSPORTATIO	Charlotte Martin	8,500.00	8,500.00
		Claimant's vehicle was stopped in traffic and was rear ended by insured vehicle.								
3070033956	Slater, Alice	11/06/2007			GL-Property	Closed	UTILITIES	Michael Bryant	150.00	150.00
		Claimant alleges damages due to water and electricity being turned off.								
3070032350	Parker, Sally	07/19/2007		07/26/2007	GL-Sewer Back-up	Closed	WASTE WATER	Michael Bryant	1,243.00	1,243.00
		Sewer back-up								
3070032396	Speights, Georgia	07/27/2007			GL-Sewer Back-up	Closed	PUBLIC WORKS	Michael Bryant		
		Sewer Backup								
3070034035	Grant, Sonya &	11/08/2007		11/12/2007	GL-Sewer Back-up	Closed	PUBLIC WORKS	Michael Bryant	219.00	219.00
		Sewer back-up								

Claim Number	Claimant	Incident	Ins Reported	Incident Reported	Type	Status	Organization	Examiner	Paid	Incurred
3070034037	Gardner, Tracy	11/09/2007		11/12/2007	GL-Sewer Back-up	Closed	PUBLIC WORKS	Michael Bryant		
		Sewer Back-up								
3070034134	Lamar, Glenda	11/16/2007		11/20/2007	GL-Sewer Back-up	Closed	PUBLIC WORKS	Michael Bryant		
		Sewer problems								
3070033376	Gagnon, Dave	09/22/2007			GL-Sewer Back-up	Closed	PUBLIC WORKS	Michael Bryant	220.00	220.00
		Sewer back-up.								
3070036026	Barringer, Don	03/22/2008			GL-Sewer Back-up	Closed	PUBLIC WORKS	Michael Bryant	365.00	365.00
		Claimant wants plumbing bill paid.								
3070035392	Crowder, Shirley	02/11/2008			GL-Property	Closed	PUBLIC WORKS	Michael Bryant	70,296.29	70,296.29
		Claimant alleges water line leak flooded basement.								
3070035402	Robinson, Dale	11/29/2007			GL-Sewer Back-up	Closed	PUBLIC WORKS	Michael Bryant	2,454.07	2,454.07
		Sewer Backup								
3070034933	Bell, Catherine	01/16/2008			GL-Property	Closed	PUBLIC WORKS	Michael Bryant	2,100.00	2,100.00
		Claimant alleges that a city storm drain collapsed and damaged claimant's sewer line.								
3070035117	Bryant, Burl E.	07/01/2007			GL-Property	Closed	PUBLIC WORKS	Michael Bryant	700.00	700.00
		Claimant alleges that claimant's driveway was damaged by the installation of a sewer line.								
3070034915	Allison, Bradley	01/22/2008			GL-Property	Closed	PUBLIC WORKS	Michael Bryant		
		Claimant alleges that a water main broke and flooded claimant's basement.								
3070034281	Picklesimer, April	11/01/2007			GL-Sewer Back-up	Closed	PUBLIC WORKS	Chris MacKay		
		Sewer backup-water line broke and crushed sewer line.								
3070034967	McCraw, Barry	01/18/2008			GL-Sewer Back-up	Closed	PUBLIC WORKS	Chris MacKay		
		Claimant seeks reimbursement for plumbing bill.								
3070034207	McWilliams, Ron	11/11/2007			GL-Property	Closed	PUBLIC WORKS	Chris MacKay		
		Sewer Problems								
3070032736	BMC Industrial	07/31/2007			GL-Sewer Back-up	Closed	PUBLIC WORKS	Chris MacKay		
		Claimant seeks compensation for plumbing charges incurred due to a sewer blockage.								
3070033061	Quinn, Lisa	09/12/2007		09/12/2007	GL-Property	Closed	PUBLIC WORKS	Chris MacKay	275.00	275.00
		Claimant alleges crew working on water line & debris got into line								
3070033218	Bryson, Gene	09/04/2007			GL-Sewer Back-up	Closed	PUBLIC WORKS	Chris MacKay		
		Sewer Backup								
3070033219	Frey, Harvey	09/15/2007			GL-Sewer Back-up	Closed	PUBLIC WORKS	Chris MacKay		
		Sewer Backup								
3070033223	Frisbee, Ken	08/21/2007			GL-Sewer Back-up	Closed	PUBLIC WORKS	Chris MacKay		
		Sewer problems-sewer pipe on insd. side continues to have roots growing into pipe.								
3070033277	Norcross, Fredrick	09/17/2007			GL-General	Closed	PUBLIC WORKS	Chris MacKay	320.22	320.22
		Clmt. alleges he lost water pressure after insd. repaired a water line.								

Claim Number	Claimant	Incident	Ins Reported	Incident Reported	Type	Status	Organization	Examiner	Paid	Incurred
3070033884	Picklesimer, April	11/01/2007			GL-Property	Closed	PUBLIC WORKS	Chris MacKay	1,177.49	1,177.49
		Claimant alleges damages due to the city getting debris in claimant's water line.								
3070036163	Spencer, Margaret	03/05/2008			GL-Sewer Back-up	Closed	PUBLIC WORKS	Chris MacKay	286.19	286.19
		Claimant seeks reimbursement for plumbing charges.								
3070038532	Colvin, Sue	03/13/2008			GL-Property	Closed	PUBLIC WORKS	Chris MacKay		
		Claimant seeks reimbursement for water line replacement costs.								
3070035093	Social Butterfly	02/01/2008			GL-Sewer Back-up	Closed	PUBLIC WORKS	Charlotte Martin	650.00	650.00
		Claimant seeks reimbursement for plumbing charges.								
3070035638	Green, Charles	02/27/2008			GL-General	Closed	PUBLIC WORKS	Charlotte Martin	607.50	607.50
		Crew broke water main while renewing sewer service.								
3070036350	AT&T	03/12/2008			GL-Property	Closed	PUBLIC WORKS	Charlotte Martin	690.96	690.96
		City damaged claimant's cable while installing a sewer tap.								
3070036540	Meyers, Harold	05/12/2008			GL-Property	Closed	PUBLIC WORKS	Charlotte Martin	2,500.00	2,500.00
		Claimant seeks reimbursement for plumbing charges.								
3070036557	Brackett, Debra	02/22/2008		05/21/2008	GL-Sewer Back-up	Closed	PUBLIC WORKS	Charlotte Martin	300.00	300.00
		pipes had backed up								
3070032871	Rankin, Edna	07/25/2007			GL-General	Closed	PUBLIC WORKS	Charlotte Martin	200.00	200.00
		Clmt. alleges crew turned water off and got debris in water line.								
3070033594	Simmons, Judith	07/12/2007			GL-General	Closed	PUBLIC WORKS	Charlotte Martin	489.00	489.00
		Sewer blockage-claim filed for plumber bill reimbursement								
3070034235	Harry, Jim	09/20/2007			GL-Property	Closed	PUBLIC WORKS	Charlotte Martin		
		Claimant seeks reimbursement for a plumbing bill.								
3070035228	Price, Carla	02/04/2008		02/14/2008	GL-Property	Closed	PUBLIC WORKS	Audrey Downing	0.00	0.00
		Claimant alleges water leak damaged her property.								
3070035536	Crisp, Margaret	10/27/2007			GL-Property	Closed	PUBLIC WORKS	Audrey Downing	0.00	0.00
		Claimant alleges that city replaced water meter and damaged her water lines.								
3070036933	Bratton, Eddie	06/12/2008			GL-Property	Closed	PUBLIC WORKS	Audrey Downing		
		Claimant alleges that the city damaged claimant's bushes while repairing a water line.								
3070035792	Hayes, Patricia	03/20/2008			GL-Property	Closed	PUBLIC WORKS	Audrey Downing	1,250.00	1,250.00
		Claimant alleges that city got debris in claimant's water line.								
3070036549	Beam, Valerie	05/19/2008		05/20/2008	GL-Property	Closed	PUBLIC WORKS	Michael Bryant		
		Claimant alleges she has been getting cock roaches in her house since hooking on to city sewer last year.								
3070037542	Falls, Barbara	05/27/2008			GL-Property	Closed	PUBLIC WORKS	Michael Bryant		
		Claimant alleges that the city damaged claimant's driveway while repairing a water meter.								
						Fiscal Year Desc Total: 121			**950,188.69**	**950,188.69**

Claim Number	Claimant	Injury	Emp.Knowledge	Adj. Loc. Recd.	Type	Status	Organization	Examiner	Paid	Incurred
Fiscal Year Desc: 2008										
3080037899	Robinson, Donald	08/09/2008		08/14/2008	AL-Bodily Injury	Closed		Michael Bryant		
		Other veh turned in right in front of bus causing driver to slam on brakes.								
3080039681	Deal, Ray	12/24/2008		01/14/2009	GL-General	Closed		Michael Bryant	2,610.15	2,610.15
		sewer backup								
3080039681	Browning, Marlene	12/24/2008		01/14/2009	GL-Sewer Back-up	Closed		Michael Bryant		
		sewer backup								
3080038479	Gaston Residential	09/06/2008			GL-Sewer Back-up	Closed		Charlotte Martin	975.00	975.00
		Clmt. had a sewer blockage due to piping crushed or broken under street.								
3080039627	Skipper, Takim	01/08/2009		01/09/2009	LE-Law	Closed		Michael Bryant	0.00	0.00
		Off-duty officer shoots carjacking suspect fleeing in his personal veh as he was assisting victims at accident scene.								
3080039627	Infrastructure	01/08/2009		01/30/2009	LE-Property	Closed		Michael Bryant	0.00	0.00
		Off-duty officer shoots carjacking suspect fleeing in his personal veh as he was assisting victims at accident scene.								
3080038721	Barkley, Donald	10/15/2008			GL-Property	Closed	ADMINISTRATION	Michael Bryant	861.86	861.86
		Claimant received notice from DENR.								
3080037303	Brooks, Bessie	07/02/2008		07/07/2008	AL-Bodily	Closed	ALL	Charlotte Martin	9,937.54	9,937.54
		Insured driver collided with claimant vehicle in intersection								
3080041221	Rivera, Patricia	05/06/2009		05/07/2009	GL-Bodily Injury	Closed	PUBLIC WORKS	Audrey Downing		
		fall from antoher level-Back Injury								
3080039211	Holland, Kate	11/18/2008		12/01/2008	AL-Property	Closed	UTILITIES	Audrey Downing	6,775.74	6,775.74
		City vehicle backed into claimant vehicle								
3080041477	Bryson, Elizabeth	05/21/2009		05/22/2009	AL-Property	Closed	UTILITIES	Chris MacKay	716.10	716.10
		Insd. veh rear-ended clmt. veh.								
3080038651	Ditch Witch of	09/29/2008		10/09/2008	AL-Property	Closed	UTILITIES	Charlotte Martin	1,304.06	1,304.06
		Insd. was moving trailer and struck clmt. parked trailer.								
3080039041	Williams, Tony &	08/15/2008		11/12/2008	AL-Property	Closed	UTILITIES	Charlotte Martin	600.00	600.00
		Insd. cracked clmt's. driveway with a bucket truck.								
3080038182	Cooper, Tamera	08/27/2008			GL-Electrical Surge	Closed	UTILITIES	Chris MacKay		
		Claimant alleges damages due to an electrical surge.								
3080041193	Time Warner Cable	03/19/2009		05/06/2009	GL-Electrical Surge	Closed	UTILITIES	Audrey Downing	268.91	268.91
		Accidently strk cable line while installing a st. light.								
3080039382	Timewarner Cable,	11/24/2008		12/15/2008	GL-General	Closed	UTILITIES	Audrey Downing	0.00	0.00
		cable line was cut while installing water tap								
3080039605	Wylie, Bonita	01/07/2009			GL-Property	Closed	UTILITIES	Audrey Downing	1,670.10	1,670.10
		Utility pole struck clmt. veh.								
3080037897	Walker, William	08/11/2008			GL-Electrical Surge	Closed	UTILITIES	Michael Bryant		
		Electrical surge due to broken neutral.								

Claim Number	Claimant	Incident	Ins Reported	Incident Reported	Type	Status	Organization	Examiner	Paid	Incurred
3080040069	Nigbor, Heather &	02/16/2009		02/16/2009	GL-Electrical Surge	Closed	UTILITIES	Michael Bryant		
		Clmt. alleges power surge caused damage to most of the appliances.								
3080040816	St. Michael	03/27/2009		04/17/2009	GL-Sewer Back-up	Closed	UTILITIES	Michael Bryant	6,967.50	6,967.50
		Electric crew struck sewer line								
3080040649	Gastonia, City of	03/01/2009		04/06/2009	AF-collision-heavy	Closed	FIRE	Charlotte Martin	23,594.20	23,594.20
		Other vehicle collided with insured fire vehicle.								
3080041202	Moore, James	04/08/2009		05/06/2009	AL-Property	Closed	FIRE	Charlotte Martin	580.33	580.33
		Claimant alleges city vehicle damaged his parked truck								
3080041957	Tatum, Charles	06/02/2009		06/03/2009	PO-Incident Only	Closed	ADMINISTRATION	Willie Wilson		
		Claimant alleges city tore down his property without notice								
3080039081	Cline, Lee & Dawn	10/15/2008		11/17/2008	GL-General	Closed	PARKS &	Charlotte Martin		
		Clmt alleges ee's took basketball goal and dropped it off in front of a neighbors house								
3080040854	Biggers, Stephanie	04/15/2009			GL-Bodily Injury	Closed	PARKS &	Michael Bryant	7,597.65	7,597.65
		Claimant is minor child in an after school program. Claimant was burned when another child hit a cup of noodles and splashed hot liquid on claimant.								
3090044546	Bryson, Daryl	06/12/2009			GL-Bodily Injury	Closed	PARKS &	Michael Bryant	11,752.54	11,752.54
		Claimant struck by a ball.								
3080041054	Gastonia, City of	04/28/2009			AF-collision-light	Closed	POLICE	Charlotte Martin		
		Insd. veh struck a small metal door.								
3080041339	Gaston County	05/04/2009		05/13/2009	AL-Property	Closed	POLICE	Chris MacKay	3,350.09	3,350.09
		IV made an attempt to go around OV and sideswiped the vehicle.								
3080038742	Vela, Julian	10/01/2008		10/17/2008	AL-Property	Closed	POLICE	Chris MacKay	724.39	724.39
		Insd. driver rear-ended clmt. veh.								
3080039488	Parks, Deanna	12/27/2008		12/29/2008	AL-Property	Closed	POLICE	Michael Bryant	464.63	464.63
		A city bus struck claimant's vehicle.								
3080039489	Moss, Curtis	12/23/2008		12/29/2008	AL-Property	Closed	POLICE	Michael Bryant	5,711.49	5,711.49
		Police vehicle backed into claimant's vehicle.								
3080039961	Carlton Commons	09/11/2008			GL-Property	Closed	POLICE	Audrey Downing	600.00	600.00
		EE alleges shrubbery was damaged by a city crew.								
3080038028	Motel 6	08/19/2008		08/25/2008	LE-Law	Closed	POLICE	Michael Bryant	132,667.41	132,667.41
		Lawsuit								
3080040652	Pressley, Brandon	03/23/2009		04/07/2009	LE-Bodily Injury	Closed	POLICE	Michael Bryant		
		Claimant alleges police K-9 attack								
3080041490	Okocha, Sunday	05/01/2009		05/26/2009	LE-Law	Closed	POLICE	Michael Bryant		
		Suit alleging improper revocation of permit to operate cab due to arrest								
3080042511	George, Diane	03/09/2009		07/24/2009	LE-Property	Closed	POLICE	Michael Bryant		
		Claimant alleges she was not notified when her vehicle was recovered and it was sold.								

Claim Number	Claimant	Injury	Emp.Knowledge	Adj. Loc. Recd.	Type	Status	Organization	Examiner	Paid	Incurred
3080040813	Mellis, Winslow	07/09/2008		04/17/2009	LE-Law	Closed	POLICE	Michael Bryant		
		Claimant alleges police misconduct.								
3080044458	Smith, Bob	06/19/2009		10/09/2009	LE-Law	Closed	POLICE	Michael Bryant		
		Clmt. alleges he was falsely arrested.								
3080038935	Bright, Kerrin	10/23/2008		11/04/2008	AL-Bodily	Closed	PUBLIC WORKS	Michael Bryant	4,621.78	4,621.78
		Insured vehicle and claimant vehicle sideswiped each other. Claimant's vehicle then struck 3rd vehicle.								
3080038935	Bright, Aaron	10/23/2008		11/04/2008	AL-Bodily Injury	Closed	PUBLIC WORKS	Michael Bryant	0.00	0.00
		Insured vehicle and claimant vehicle sideswiped each other. Claimant's vehicle then struck 3rd vehicle.								
3080038935	Jarrell, Thomas	10/23/2008		11/04/2008	AL-Bodily Injury	Closed	PUBLIC WORKS	Michael Bryant		
		Insured vehicle and claimant vehicle sideswiped each other. Claimant's vehicle then struck 3rd vehicle.								
3080038935	McGaha, Rhonda	10/23/2008		11/04/2008	AL-Bodily Injury	Closed	PUBLIC WORKS	Michael Bryant	0.00	0.00
		Insured vehicle and claimant vehicle sideswiped each other. Claimant's vehicle then struck 3rd vehicle.								
3080038935	McGaha, Michael	10/23/2008		11/04/2008	AL-Property	Closed	PUBLIC WORKS	Michael Bryant	0.00	0.00
		Insured vehicle and claimant vehicle sideswiped each other. Claimant's vehicle then struck 3rd vehicle.								
3080040232	Johnson, Donna	03/01/2009		03/03/2009	AL-Property	Closed	PUBLIC WORKS	Audrey Downing		
		Insd. veh attempted to make a U-turn and collided into clmt. veh.								
3080040277	Heater Utilities	02/19/2009		03/09/2009	AL-Property	Closed	PUBLIC WORKS	Audrey Downing	1,461.78	1,461.78
		Insured vehicle rear ended claimant's vehicle.								
3080039592	Robinson, Mark	12/31/2008		01/07/2009	AL-Property	Closed	PUBLIC WORKS	Chris MacKay	233.80	233.80
		Claimant alleges rock came from insured vehicle and struck claimant's window.								
3080039833	Silvers, Beth	01/20/2009		01/26/2009	AL-Property	Closed	PUBLIC WORKS	Charlotte Martin		
		Claimant alleges city vehicle damaged mailbox.								
3080040276	Brooks, Joseph	03/05/2009			GL-Bodily Injury	Closed	PUBLIC WORKS	Charlotte Martin	10,385.65	10,385.65
		Motor grader struck claimant's vehicle.								
3080040395	AT&T	02/17/2009			GL-Property	Closed	PUBLIC WORKS	Charlotte Martin	760.54	760.54
		Damage to buried cable.								
3080041584	Kirsh, Kevin	05/27/2009		05/29/2009	GL-Property	Closed	PUBLIC WORKS	Charlotte Martin		
		Clmnt alleges tree fell from city property onto his chain link fence.								
3080042111	Plyler, Joyce	06/16/2009		07/01/2009	GL-Electrical Surge	Closed	PUBLIC WORKS	Charlotte Martin		
		Clmnt alleges meter tech pulled meter in error which caused electrical surge.								
3080057467	Miller, Bryan	10/21/2008			GL-Property	Closed	PUBLIC WORKS	Charlotte Martin		
		Damage to sewer line.								
3080039664	Clemmer, Hubert	12/23/2008			GL-	Closed	PUBLIC WORKS	Chris MacKay		
		Claimant alleges vehicle damage due to a manhole cover.								
3080039010	Landrum, Hallie	10/07/2008			GL-Property	Closed	PUBLIC WORKS	Chris MacKay		
		Claimant alleges that city damaged claimant's fence.								

Claim Number	Claimant	Incident	Ins Reported	Incident Reported	Type	Status	Organization	Examiner	Paid	Incurred
3080038069	AT&T	07/18/2008			GL-Property	Closed	PUBLIC WORKS	Audrey Downing	238.50	238.50
		Claimant alleges city cut buried lines while placing a drain pipe.								
3080038081	AT&T	07/22/2008			GL-Property	Closed	PUBLIC WORKS	Audrey Downing	417.97	417.97
		Claimant alleges city cut buried lines while placing a drain pipe.								
3080039846	Farrington Place	01/20/2009			GL-Property	Closed	PUBLIC WORKS	Michael Bryant	1,912.30	1,912.30
		Claimant alleges water line break caused damage to parking lot.								
3080039847	Maples, Charles	01/13/2009			GL-Sewer Back-up	Closed	PUBLIC WORKS	Michael Bryant	0.00	0.00
		Sewer Backup								
3080040109	GasPump Coffee	02/02/2009	04/02/2009		GL-Property	Closed	PUBLIC WORKS	Michael Bryant	380.17	380.17
		Claimant's building damaged during demolition of city properties								
3080040109	Bangz Salon Spa	02/02/2009			GL-Property	Closed	PUBLIC WORKS	Michael Bryant	9,000.00	9,000.00
		Claimant's building damaged during demolition of city properties								
3080040109	Body, Mind,	02/02/2009			GL-Property	Closed	PUBLIC WORKS	Michael Bryant	2,750.00	2,750.00
		Claimant's building damaged during demolition of city properties								
3080040109	Markovent LLC	02/02/2009			GL-Property	Closed	PUBLIC WORKS	Michael Bryant		
		Claimant's building damaged during demolition of city properties								
3080040109	Bara Development	02/02/2009			GL-Property	Closed	PUBLIC WORKS	Michael Bryant	56,041.35	56,041.35
		Claimant's building damaged during demolition of city properties								
3080039278	Ledford, Barbara	11/18/2008			GL-Sidewalk	Closed	PUBLIC WORKS	Michael Bryant	0.00	0.00
		Claimant fell on sidewalk.								
3080045218	Thompson, Nancy	10/06/2008		12/08/2009	GL-Property	Closed	PUBLIC WORKS	Michael Bryant		
		Clmnt alleges traffic lights not work properly which lead to an auto accident.								
3080050115	Rivera, Frank	01/15/2009			GL-Property	Closed	PUBLIC WORKS	Michael Bryant		
		Alleged storm water run-off damaged property								
3080039700	McGinnis, Gary	01/15/2009		01/15/2009	AL-Property	Closed	PUBLIC WORKS	Audrey Downing	3,705.06	3,705.06
		A sanitation vehicle struck claimant's parked vehicle.								
3080038518	Smith, Janice	09/12/2008		09/30/2008	AL-Property	Closed	PUBLIC WORKS	Charlotte Martin	83.35	83.35
		Insured struck mailbox while lifting rollout cart								
3080038078	Gaston County	08/05/2008		08/27/2008	AL-Property	Closed	PUBLIC WORKS	Charlotte Martin	2,025.16	2,025.16
		Insured vehicle backed into claimant's vehicle.								
3080038945	Gray, Marcus	10/21/2008		11/05/2008	AL-Property	Closed	PUBLIC WORKS	Charlotte Martin		
		Claimant alleges insured vehicle struck claimant's mailbox.								
3080038963	DeHaas, Denise	10/29/2008		11/06/2008	AL-Property	Closed	PUBLIC WORKS	Charlotte Martin	1,038.98	1,038.98
		IV was driving and a hose came loose and struck a parked vehicle								
3080041451	Johnson, Shane	04/17/2009		05/21/2009	AL-Property	Closed	PUBLIC WORKS	Chris MacKay		
		Clmnt allegeds trash truck struck his mailbox.								

Claim Number	Claimant	Injury	Emp.Knowledge	Adj. Loc. Recd.	Type	Status	Organization	Examiner	Paid	Incurred
3080041771	Webb, Hattie	05/28/2009		06/10/2009	AL-Property	Closed	PUBLIC WORKS	Charlotte Martin	2,647.09	2,647.09
		IV did not see clmt when he was merging into the left lane and struck clmt								
3080042110	Greenwood, Steve	06/25/2009		07/02/2009	AL-Property	Closed	PUBLIC WORKS	Chris MacKay	688.12	688.12
		Clmnt alleges wood fell from IV and struck his car.								
3080040818	Winters, Cheryl	11/25/2008			AL-Property	Closed	PUBLIC WORKS	Charlotte Martin	758.02	758.02
		IV struck the tailgate on parked vehicle.								
3080040229	Diallo,	02/27/2009			GL-General	Closed	PUBLIC WORKS	Charlotte Martin		
		Clmt. alleges refuse collector stole hubcaps from car.								
3080039734	Crump, Marie	01/16/2009		01/21/2009	GL-Property	Closed	PUBLIC WORKS	Charlotte Martin		
		Claimant struck a rollout cart								
3080037631	Morris, Jerry	07/17/2008			GL-Property	Closed	PUBLIC WORKS	Charlotte Martin		
		Claimant alleges that sanitation workers took his child's bicycle.								
3080037577	Cole, Jeanne	07/17/2008			GL-Property	Closed	PUBLIC WORKS	Audrey Downing		
		Claimant alleges that sanitation workers took claimant's wagon.								
3080053193	Barkley	05/13/2009			GL-Property	Closed	PUBLIC WORKS	Michael Bryant	1,916.60	1,916.60
		Plaintiff alleges city used his land for a landfill								
3080040522	Ramos, Magdalene	03/28/2009			GL-	Closed	PUBLIC WORKS	Audrey Downing		
		Claimant alleges vehicle damages due to a hole in the roadway.								
3080040522	Padgett, Monty	03/28/2009			GL-	Closed	PUBLIC WORKS	Audrey Downing		
		Claimant alleges vehicle damages due to a hole in the roadway.								
3080038192	Miller, Jamie	08/27/2008			GL-	Closed	PUBLIC WORKS	Audrey Downing		
		Claimant alleges vehicle damages due to a pothole.								
3080041478	Russell, Melody	05/02/2009		05/22/2009	GL-Property	Closed	PUBLIC WORKS	Chris MacKay		
		Clmnt struck concrete in road, claims its from recent repairs in road.								
3080041671	AT&T	04/29/2009		06/03/2009	GL-General	Closed	PUBLIC WORKS	Chris MacKay	2,487.29	2,487.29
		clmt alleges city crews cut fiber optic cable								
3080042186	Scott, Vernon	06/30/2009		07/08/2009	GL-Property	Closed	PUBLIC WORKS	Chris MacKay	275.00	275.00
		City employee sprayed tac on clmnt's vehicle.								
3080041337	Jeeter, Carolyn	05/08/2009		05/13/2009	GL-	Closed	PUBLIC WORKS	Charlotte Martin		
		Driver [clmn'ts daughter]drove over a manhole that spilt in two.								
3080041338	Littlejohn, Sonya	05/08/2009		05/12/2009	GL-	Closed	PUBLIC WORKS	Charlotte Martin		
		Driver hit manhole causing a bulged tire and other damage. Manhole cover split in two.								
3080039177	Norris, Eddie	11/24/2008			GL-Incident Only	Closed	PUBLIC WORKS	Michael Bryant		
		Clmt. alleges drainage issues.								
3080038810	Gastonia, City of	10/20/2008		10/23/2008	AF-collision-heavy	Closed	TRANSPORTATIO	Michael Bryant		
		Insured vehicle collided with other vehicle in an intersection.								

Claim Number	Claimant	Injury	Emp.Knowledge	Adj. Loc. Recd.	Type	Status	Organization	Examiner	Paid	Incurred
3080038811	Fred Caldwell's	10/20/2008		10/23/2008	AL-Property	Closed	TRANSPORTATIO	Michael Bryant	7,031.88	7,031.88
		Insured vehicle collided with other vehicle.								
3080038811	Ratchford, Kim	10/20/2008		10/23/2008	AL-Bodily Injury	Closed	TRANSPORTATIO	Michael Bryant	7,500.00	7,500.00
		Insured vehicle collided with other vehicle.								
3080038811	Pitts, Patricia	10/20/2008		10/23/2008	AL-Bodily Injury	Closed	TRANSPORTATIO	Michael Bryant	5,500.00	5,500.00
		Insured vehicle collided with other vehicle.								
3080038811	Brown, Gary Levar	10/20/2008	10/23/2008	10/23/2008	AL-Bodily Injury	Closed	TRANSPORTATIO	Michael Bryant	16,487.50	16,487.50
		Insured vehicle collided with other vehicle.								
3080038811	Patterson, Jay Hart	10/20/2008	10/23/2008	10/23/2008	AL-Bodily Injury	Closed	TRANSPORTATIO	Michael Bryant		
		Insured vehicle collided with other vehicle.								
3080039883	Eatmon, Stennis	01/26/2009		01/29/2009	AL-Bodily Injury	Closed	TRANSPORTATIO	Michael Bryant	635.13	635.13
		Bus slammed brakes to avoid collision and passenger slid into wheel well cover.								
3080038811	Robinson, Jimmy	10/20/2008		11/03/2008	AL-Bodily Injury	Closed	TRANSPORTATIO	Michael Bryant	5,000.00	5,000.00
		Insured vehicle collided with other vehicle.								
3080039085	Brice, Sheila	11/03/2008		11/17/2008	AL-Bodily Injury	Closed	TRANSPORTATIO	Michael Bryant	0.00	0.00
		Claimant was a passenger on a city bus that was rear ended by other vehicle.								
3080039085	Smith, Shamika	11/03/2008		11/17/2008	AL-Bodily Injury	Closed	TRANSPORTATIO	Michael Bryant	0.00	0.00
		Claimant was a passenger on a city bus that was rear ended by other vehicle.								
3080040329	Walker, Jerry	03/03/2009		03/12/2009	AL-Bodily Injury	Closed	TRANSPORTATIO	Michael Bryant		
		Claimant alleges injury due to bus driver applying brakes quickly to avoid an accident.								
3080040029	Frazier, Brenda	12/31/2008		02/11/2009	AL-Bodily Injury	Closed	TRANSPORTATIO	Michael Bryant	805.99	805.99
		Claimant alleges bus driver applied brakes quickly causing her to hit neck on bar of seat back								
3080041092	Crawford, Sherry	01/06/2009		04/30/2009	GL-General	Closed	UTILITIES	Charlotte Martin	205.00	205.00
		Clmnt wants to be reinbsd for overdraft charges.								
3080037692	Anderson, Judy	07/14/2008		07/31/2008	AL-Property	Closed	PUBLIC WORKS	Charlotte Martin	979.44	979.44
		Insured vehicle backed into claimant's vehicle.								
3080040393	Lauer, LeighAnn	03/05/2009		03/18/2009	GL-General	Closed	PUBLIC WORKS	Charlotte Martin	55.00	55.00
		sewer stop, roots were in the sewer lines								
3080040487	AT&T	01/15/2009		03/26/2009	GL-General	Closed	PUBLIC WORKS	Charlotte Martin	478.95	478.95
		clmt alleges city crew broke phone cable								
3080040488	AT&T	02/02/2009		03/26/2009	GL-General	Closed	PUBLIC WORKS	Charlotte Martin	865.07	865.07
		clmt alleges city crew broke phone cable								
3080040489	AT&T	01/22/2009		03/26/2009	GL-General	Closed	PUBLIC WORKS	Charlotte Martin	1,319.88	1,319.88
		clmt alleges city crew broke phone cable								
3080038655	Owen, Margaret	09/30/2008		10/09/2008	GL-General	Closed	PUBLIC WORKS	Charlotte Martin		
		clmt alleges city crew caused a water leak in her house								

Claim Number	Claimant	Incident	Ins Reported	Incident Reported	Type	Status	Organization	Examiner	Paid	Incurred
3080037366	Boyer, Cynthia	07/04/2008			GL-Property	Closed	PUBLIC WORKS	Dan Miles		
		Water main break caused water damage to clmt. garage and carpet.								
3080050074	Patterson, Ronnie	06/30/2009			GL-Incident Only	Closed	PUBLIC WORKS	Steve Lee		
		Water damage to property.								
3080039269	Turlington, Amy	12/05/2008			GL-Property	Closed	PUBLIC WORKS	Chris MacKay		
		Water main broke and flooded yard and driveway.								
3080038815	Hovis, Roger	10/21/2008			GL-Property	Closed	PUBLIC WORKS	Chris MacKay	75.00	75.00
		Claimant alleges that city got debris into water line.								
3080039602	AT&T	07/15/2008			GL-General	Closed	PUBLIC WORKS	Chris MacKay		
		Clmt. alleges crew cut line while working on storm drain system.								
3080038193	Moss, Danny	09/03/2008			GL-Sewer Back-up	Closed	PUBLIC WORKS	Chris MacKay	185.00	185.00
		Sewer Issues								
3080038325	Hall, Darlene &	09/10/2008			GL-Property	Closed	PUBLIC WORKS	Chris MacKay		
		Claimant alleges damaged to water valve due to city work.								
3080038678	Sparks, Bobby	10/10/2008			GL-Property	Closed	PUBLIC WORKS	Chris MacKay	119.12	119.12
		Clmt. alleges water meter lid caused damage to lawnmower.								
3080038005	Potts, Kenneth	08/19/2008			GL-Property	Closed	PUBLIC WORKS	Chris MacKay	700.00	700.00
		Claimant alleges that city caused a blockage in water service line while repairing a water meter.								
3080037484	Suttles, David	07/07/2008		07/18/2008	GL-Sewer Back-up	Closed	PUBLIC WORKS	Chris MacKay		
		Sewer blockage								
3080041479	Goforth, Greg	05/01/2009		05/22/2009	GL-Sewer Back-up	Closed	PUBLIC WORKS	Chris MacKay		
		Sewer Backup								
3080041480	Bryant, Ronnie	05/19/2009		05/26/2009	GL-Sewer Back-up	Closed	PUBLIC WORKS	Chris MacKay	800.00	800.00
		Clmnt wants reimbursement for clogged drain.								
3080037691	AT&T	07/02/2008			GL-Property	Closed	PUBLIC WORKS	Charlotte Martin	845.33	845.33
		Insured damaged claimant's buried cable while replacing a water service.								
3080037273	Strup, Jim	07/01/2008			GL-General	Closed	PUBLIC WORKS	Charlotte Martin	59.00	59.00
		Clmt. alleges crew got debris in water line.								
3080038107	Pettigrew, George	08/18/2008			GL-Property	Closed	PUBLIC WORKS	Charlotte Martin	75.00	75.00
		Claimant alleges that a city crew got debris in the water line.								
3080038115	Barber, James	08/26/2008			GL-Property	Closed	PUBLIC WORKS	Charlotte Martin	185.00	185.00
		Claimant alleges that the city got debris in his water line.								
3080038516	Coggins, Doris	09/06/2008		09/30/2008	GL-Property	Closed	PUBLIC WORKS	Audrey Downing		
		Claimant alleges city got debris in water line								
3080040708	Starnes, Mack	03/25/2009			GL-Property	Closed	PUBLIC WORKS	Audrey Downing	75.00	75.00
		Claimant alleges city damaged claimant's water line.								

Claim Number	Claimant	Incident	Ins Reported	Incident Reported	Type	Status	Organization	Examiner	Paid	Incurred
3080041195	Beaver, Dawn	04/28/2009		05/09/1960	GL-Sewer Back-up	Closed	PUBLIC WORKS	Audrey Downing	280.00	280.00
		Home has backage issues, City has came out three times to fix.								
3080041577	Gillespie Properties	11/17/2008		05/29/2009	GL-Property	Closed	PUBLIC WORKS	Michael Bryant		
		Clmnt alleges stormwater flooded his property.								
3080041789	Armstrong Jr.,	05/30/2009		06/10/2009	GL-Sewer Back-up	Closed	PUBLIC WORKS	Michael Bryant		
		Sewer back up								
3080040490	RTJJ Inc	03/18/2009			GL-Sewer Back-up	Closed	PUBLIC WORKS	Michael Bryant	1,157.00	1,157.00
		Sewer Backup								
3080040881	Cathcart, Rowena	04/17/2009		04/22/2009	GL-Sewer Back-up	Closed	PUBLIC WORKS	Michael Bryant	383.40	383.40
		Sewer back-up								
3080040881	Huffstetler, Hilbert	04/17/2009		04/22/2009	GL-Sewer Back-up	Closed	PUBLIC WORKS	Michael Bryant		
		Sewer back-up								
3080038401	Miranda, Jose &	09/14/2008			GL-Sewer Back-up	Closed	PUBLIC WORKS	Michael Bryant	6,598.99	6,598.99
		Sewer Backup								
3080038720	Moore, Cole	10/13/2008			GL-Property	Closed	PUBLIC WORKS	Michael Bryant	175.00	175.00
		Claimant alleges damages due to water being turned on.								
3080038968	Riley, Matthew	10/30/2008			GL-Sewer Back-up	Closed	PUBLIC WORKS	Michael Bryant		
		Sewer Stoppage								
3080039587	Browning,	01/05/2009			GL-Sewer Back-up	Closed	PUBLIC WORKS	Michael Bryant	250.00	250.00
		Crew was repairing sewer line causing sewage to blew into clmt. bathroom.								
3080039598	Parker, Joe	01/06/2009		01/07/2009	GL-Sewer Back-up	Closed	PUBLIC WORKS	Michael Bryant	3,661.13	3,661.13
		Sewer back-up								
3080039599	Shepard, Samuel	01/06/2009		01/07/2009	GL-Sewer Back-up	Closed	PUBLIC WORKS	Michael Bryant	6,222.40	6,222.40
		Sewer back-up due to rags in system								
3080037932	Hayes, Mary	08/15/2008		08/18/2008	GL-Property	Closed	PUBLIC WORKS	Michael Bryant	3,714.00	3,714.00
		Claimant alleges water line burst causing flooding to yard								
3080037431	Bara Development	07/03/2008			GL-Sewer Back-up	Closed	PUBLIC WORKS	Michael Bryant	609.50	609.50
		Sewer Backup								
3080037432	Friday, Thomas &	07/09/2008			GL-Sewer Back-up	Closed	PUBLIC WORKS	Michael Bryant	158.50	158.50
		Sewer Backup								
3080039083	AT&T	10/01/2008			GL-Property	Closed	PUBLIC WORKS	Charlotte Martin	495.76	495.76
		City caused damage to claimant's buried cable.								
3080039689	Raxter, Jeralene	11/14/2008		01/14/2009	GL-Sewer Back-up	Closed	PUBLIC WORKS	Chris MacKay	560.00	560.00
		Sewer back-up								
						Fiscal Year Desc Total: 143			**397,806.17**	**397,806.17**

Claim Number	Claimant	Injury	Emp.Knowledge	Adj. Loc. Recd.	Type	Status	Organization	Examiner	Paid	Incurred
Fiscal Year Desc: 2009										
3090046940	Littlejohn, Paulette	04/05/2010		04/05/2010	EL-Employment	Closed		Michael Bryant		
		Potenial EEOC complaint								
3090045166	Munoz, Cesar	11/30/2009		12/04/2009	GL-Property	Closed		Michael Bryant	12,568.80	12,568.80
		Clmnt alleges City got water in home?								
3090042340	Landrum, Hallie	07/14/2009		07/15/2009	GL-Property	Closed		Michael Bryant		
		Claimant alleges fire hydrant was turned on & washed her yard away								
3090043886	Dye, Levi	07/24/2009		08/31/2009	GL-Bodily Injury	Closed		Michael Bryant		
		Family alleges something in city water has changed, causing son to have severe rashes every time he comes into contact with the water.								
3090047843	Keeter, George	05/26/2010			GL-Property	Closed		Audrey Downing	550.25	550.25
		Foreign object thrown from mower- striking and breaking window.								
3090043876	Turner, Bev	08/28/2009		08/31/2009	GL-Property	Closed		Chris MacKay		
		Clmnt alleges city crew took her mailbox.								
3090043877	Mason, Mary	08/23/2009		08/31/2009	GL-Electrical Surge	Closed		Chris MacKay	259.00	259.00
		Claimant alleges she had a faulty load control which caused problems with her water heater.								
3090048132	Phillips, Beverly	06/18/2010			GL-Property	Closed	FIRE	Chris MacKay		
		Firefighters blew out 2 water meters while performing bi-annual maint. checks.								
3090044953	Cleaves, Latania	11/11/2009		11/17/2009	AL-Property	Closed	ADMINISTRATION	Charlotte Martin	889.96	889.96
		Insured vehicle rear ended claimant's vehicle.								
3090044953	Cleaves, Matthew	11/11/2009			AL-Bodily Injury	Closed	ADMINISTRATION	Charlotte Martin	1,571.00	1,571.00
		Insured vehicle rear ended claimant's vehicle.								
3090044953	Johnson, Jontaves	11/11/2009			AL-Bodily Injury	Closed	ADMINISTRATION	Charlotte Martin	0.00	0.00
		Insured vehicle rear ended claimant's vehicle.								
3090042219	Taylor, Marion &	07/02/2009			PO-Public Officials	Closed	ADMINISTRATION	Michael Bryant	3,593.44	3,593.44
		Allegations of intent to wrongfully destroy a dwelling house, violating owner's civil rights								
3090043631	Hayes, Eunique	08/11/2009		08/18/2009	GL-Bodily Injury	Closed	PUBLIC WORKS	Michael Bryant		
		fell going down steps injuring tailbone, left side of back and left arm								
3090044917	Peters, Marni	10/11/2009		11/12/2009	GL-Sidewalk	Closed	PUBLIC WORKS	Michael Bryant		
		Clmnt running on sidewalk, when stroller struck hole.								
3090044917	Robinson, Tesla	10/11/2009		11/12/2009	GL- Sidewalk	Closed	PUBLIC WORKS	Michael Bryant	0.00	0.00
		Clmnt running on sidewalk, when stroller struck hole.								
3090044917	Robinson, Pierce	10/11/2009		11/12/2009	GL- Sidewalk	Closed	PUBLIC WORKS	Michael Bryant		
		Clmnt running on sidewalk, when stroller struck hole.								
3090047611	Floyd, Pamela	05/17/2010		05/19/2010	GL-Bodily Injury	Closed	PUBLIC WORKS	Michael Bryant		
		clmt slipped on the steps and cracked her ankle, back and pinky finger.								
3090042622	Hoopaugh, Lewis	07/30/2009		07/31/2009	GL-Property	Closed	PUBLIC WORKS	Charlotte Martin	284.32	284.32
		Mower threw a rock striking clmt's back window.								

Claim Number	Claimant	Incident	Ins Reported	Incident Reported	Type	Status	Organization	Examiner	Paid	Incurred
3090047493	Moloch Elks Lodge	05/10/2010		05/12/2010	GL-General	Closed	PUBLIC WORKS	Chris MacKay		
		four exterior air conditioning units were stolen from the Moloch Elks Lodge								
3090044945	Loman, Sheila	11/17/2009			AL-Property	Closed	UTILITIES	Charlotte Martin	1,826.27	1,826.27
		Insured rear ended claimant								
3090045908	Hagman, Joy	01/25/2010		01/28/2010	GL-Electrical Surge	Closed	UTILITIES	Chris MacKay	0.00	0.00
		Power surge caused damage to TV, DVD Player & CD Player.								
3090043878	Bane, Gordon	08/28/2009		08/31/2009	GL-Electrical Surge	Closed	UTILITIES	Chris MacKay		
		Clmnt alleges microwave and phone were damaged when the electric department replaced a utlility pole behind his home.								
3090043987	Adams, Samuel	07/16/2009		09/09/2009	GL-Electrical Surge	Closed	UTILITIES	Chris MacKay		
		Clmnt was told by electrician he has uneven power in home, which caused power surge.								
3090045320	Roseboro, Darrell	09/22/2009		12/15/2009	GL-General	Closed	UTILITIES	Charlotte Martin		
		power surge								
3090047879	Besse, Judy	06/02/2010		06/04/2010	GL-Electrical Surge	Closed	UTILITIES	Charlotte Martin	495.64	495.64
		electrical surge damaging computer/city cut electric line and cable line								
3090042619	Taylor, Johnny	07/27/2009		07/31/2009	GL-Electrical Surge	Closed	UTILITIES	Charlotte Martin		
		Clmt. claims power surge caused damage to stove, security system and TV.								
3090046239	Price, Vance	02/17/2010		02/18/2010	EL-Employment	Closed	FIRE	Michael Bryant	607.50	607.50
		Potential Employment Claim								
3090047961	Easter, Ruth	06/06/2010			GL-Bodily Injury	Closed	PARKS &	Michael Bryant		
		Claimant fell and was injured.								
3090046880	Surratt, Frank	03/26/2010		03/30/2010	AL-Property	Closed	POLICE	Michael Bryant	10,364.46	10,364.46
		Insd. veh was making a left turn and struck clmt. veh and front of a building.								
3090046880	Gaston, Kendra	03/26/2010		03/30/2010	AL-Bodily Injury	Closed	POLICE	Michael Bryant	13,000.00	13,000.00
		Insd. veh was making a left turn and struck clmt. veh and front of a building.								
3090046880	Devon, Courtney	03/26/2010		03/30/2010	AL-Bodily Injury	Closed	POLICE	Michael Bryant	12,000.00	12,000.00
		Insd. veh was making a left turn and struck clmt. veh and front of a building.								
3090046880	Caldwell, Jessica	03/26/2010		03/30/2010	AL-Bodily Injury	Closed	POLICE	Michael Bryant	13,000.00	13,000.00
		Insd. veh was making a left turn and struck clmt. veh and front of a building.								
3090046880	Choice USA	03/26/2010		03/30/2010	AL-Property	Closed	POLICE	Michael Bryant		
		Insd. veh was making a left turn and struck clmt. veh and front of a building.								
3090047847	Watkins, Rebecca	06/02/2010		06/03/2010	AL-Property	Closed	POLICE	Charlotte Martin	6,657.72	6,657.72
		Insured vehicle backed into claimant's vehicle.								
3090045794	Ertzberger, Cary &	01/21/2010			AL-Property	Closed	POLICE	Charlotte Martin	1,326.07	1,326.07
		Insd. veh backed into clmt. veh								
3090042598	Armstrong, Ray	07/28/2009		07/30/2009	AL-Property	Closed	POLICE	Charlotte Martin	4,637.40	4,637.40
		Officer made U-turn colliding with claimant veh								

Claim Number	Claimant	Injury	Emp.Knowledge	Adj. Loc. Recd.	Type	Status	Organization	Examiner	Paid	Incurred
3090045697	Todd, Deanna	01/08/2010			AL-Property	Closed	POLICE	Chris MacKay	419.40	419.40
		IV rear ended OV								
3090042448	Robertson, Curtis	07/13/2009		07/22/2009	AL-Property	Closed	POLICE	Charlotte Martin	1,400.28	1,400.28
		IV struck clmnt in intersection.								
3090047884	West, Steven	05/29/2010		06/02/2010	AL-Property	Closed	POLICE	Audrey Downing	1,310.95	1,310.95
		Insured vehicle backed into claimant's motorcycle.								
3090046240	Wind, David	02/17/2010		02/18/2010	EL-Employment	Closed	POLICE	Michael Bryant	87,227.78	87,227.78
		Suit filed by police officer								
3090044950	Postell, James	09/13/2009			LE-Property	Closed	POLICE	Michael Bryant		
		Clmt. alleges police wouldn't allow him to have son involuntarily committted & son broke out window.								
3090048272	Clinton, Vicky	06/20/2010		06/30/2010	LE-Law	Closed	POLICE	Michael Bryant		
		Clmnt's allege they were mistreated and beaten for no reason while at their daughters apartment who was being held at gun point.								
3090048272	Clinton, Albert	06/20/2010		06/30/2010	LE-Law	Closed	POLICE	Michael Bryant	337.50	337.50
		Clmnt's allege they were mistreated and beaten for no reason while at their daughters apartment who was being held at gun point.								
3090049373	Christenbury,	04/11/2010		09/02/2010	LE-Law	Closed	POLICE	Michael Bryant	247.50	247.50
		Allegations of falsel arrest & bodily injury								
3090049374	Christenbury,	04/11/2010		09/02/2010	LE-Law	Closed	POLICE	Michael Bryant		
		Alleged false arrest & bodily injury								
3090043482	Gastonia, City of	07/31/2009		08/06/2009	AF-collision-light	Closed	PUBLIC WORKS	Audrey Downing		
		IV backed into CV.								
3090045163	Rogers, Hansel	12/02/2009		12/04/2009	AL-Bodily	Closed	PUBLIC WORKS	Audrey Downing	10,956.99	10,956.99
		Insured vehicle slid into oncoming traffic.								
3090044637	Fowler, Bobby Joe	10/26/2009		10/26/2009	AL-Property	Closed	PUBLIC WORKS	Chris MacKay	60.00	60.00
		Claimant alleges rock fell from CV and struck windshield.								
3090046036	Whitesides, Darrell	02/01/2010		02/08/2010	AL-Property	Closed	PUBLIC WORKS	Chris MacKay	1,052.39	1,052.39
		OV pulled behind IV. IV did not see claimant and backed into him.								
3090044054	Jackson, Julia	09/11/2009		09/15/2009	AL-Property	Closed	PUBLIC WORKS	Audrey Downing	2,425.00	2,425.00
		IV struck OV.								
3090045039	Kluttz, Craig	11/06/2009			AL-Property	Closed	PUBLIC WORKS	Audrey Downing	681.79	681.79
		bucket fell from truck and struck vehicle								
3090044299	Brazil, Norma	09/28/2009		09/30/2009	GL-Property	Closed	PUBLIC WORKS	Michael Bryant	827.58	827.58
		Clmnt alleges vibrations from heavy equipment caused damage to floor.								
3090044636	Parker, Billie	08/19/2009		10/26/2009	GL-Property	Closed	PUBLIC WORKS	Michael Bryant	125.00	125.00
		Spigot was broken off by City crew when working on water meter								
3090043612	Sanders, Olivia &	08/16/2009			GL-Property	Closed	PUBLIC WORKS	Michael Bryant	250.00	250.00
		Utility pole fell onto claimant's property.								

Claim Number	Claimant	Incident	Ins Reported	Incident Reported	Type	Status	Organization	Examiner	Paid	Incurred
3090047308	Kaufmann, Larry	02/08/2010			GL-Property	Closed	PUBLIC WORKS	Chris MacKay	260.00	260.00
		Clmnt alleges City crew damaged underground sprinkler system.								
3090045036	Car, John	11/19/2009			GL-Property	Closed	PUBLIC WORKS	Chris MacKay		
		Clmnt alleges city damaged his plane, while working on aircraft hangar.								
3090048423	McGinnis, Gladys	06/23/2010			GL-Property	Closed	PUBLIC WORKS	Charlotte Martin		
		Clmnt alleges city damaged pressure reducer valve.								
3090048642	Torrence, Jean	06/29/2010			GL-Property	Closed	PUBLIC WORKS	Charlotte Martin	240.00	240.00
		Clmnt has debris in water line.								
3090049384	Stewart Gear	06/04/2010			GL-Electrical Surge	Closed	PUBLIC WORKS	Charlotte Martin	1,613.50	1,613.50
		Power surge due to malfunction of voltage regulator								
3090043835	Allstate Ins. Co.	07/06/2009		08/24/2009	AL-Property	Closed	PUBLIC WORKS	Charlotte Martin		
		Clmt. veh attempted to go around insd. veh & collided with insd. veh (subro claim).								
3090048264	Miller, Omaris	06/24/2010			AL-Property	Closed	PUBLIC WORKS	Charlotte Martin		
		Insured Veh struck Other Vehicle while trying to pass								
3090045189	Whitley, Tabitha	12/03/2009		12/07/2009	AL-Bodily	Closed	PUBLIC WORKS	Charlotte Martin	8,604.56	8,604.56
		Clmnt alleges IV backed into her vehicle.								
3090047171	Pierce, Sam	03/30/2010			AL-Property	Closed	PUBLIC WORKS	Chris MacKay	345.00	345.00
		Insured's foot slipped off brake and he struck a mailbox								
3090043984	McCorkle, Hollandi	08/31/2009		09/09/2009	AL-Property	Closed	PUBLIC WORKS	Charlotte Martin		
		Clmnt alleges CV struck mailbox while collecting trash.								
3090042271	Brice, Sharon	07/10/2009		07/13/2009	AL-Property	Closed	PUBLIC WORKS	Charlotte Martin	795.27	795.27
		IV was loading material w/ knuckleboom truck when a piece fell and struck claimant's car.								
3090045663	Oliver, Jay	01/04/2010			AL-Property	Closed	PUBLIC WORKS	Audrey Downing		
		insured struck mailbox								
3090043964	Goudelock, Gary	08/28/2009		09/08/2009	AL-Property	Closed	PUBLIC WORKS	Audrey Downing		
		Claimant alleges that a street sweeper threw debris onto claimant's vehicle.								
3090044510	Shook, Donna	10/05/2009		10/14/2009	AL-Property	Closed	PUBLIC WORKS	Audrey Downing		
		Claimant alleges glass from city vehicle struck claimant's vehicle.								
3090042488	Tina Smith	07/09/2009		07/23/2009	AL-Property	Closed	PUBLIC WORKS	Audrey Downing	95.37	95.37
		Clmnt alleges city crew struck mailbox.								
3090044692	MLK Properties	10/26/2009		10/29/2009	AL-Property	Closed	PUBLIC WORKS	Audrey Downing		
		Claimant alleges trash crew struck mailbox								
3090045403	Bell, David	12/21/2009		12/22/2009	AL-Property	Closed	PUBLIC WORKS	Audrey Downing		
		OV tried to pass IV which resulted in collison.								
3090048180	Phillips, Beverly	06/18/2010			AL-Property	Closed	PUBLIC WORKS	Chris MacKay	26.00	26.00
		sign fell from a city vehicle and clmt struck it								

Claim Number	Claimant	Injury	Emp.Knowledge	Adj. Loc. Recd.	Type	Status	Organization	Examiner	Paid	Incurred
3090043492	Guigou, Juan	07/17/2009		08/07/2009	EL-Employment	Closed	PUBLIC WORKS	Michael Bryant	215.00	215.00
		Possible EEOC								
3090043944	Ervin, Doris	09/03/2009		09/04/2009	GL-Sidewalk	Closed	PUBLIC WORKS	Michael Bryant		
		Clmnt tripped and fell on brass sewer cleanout tap.								
3090044297	Davidson, James	09/19/2009		09/30/2009	GL-	Closed	PUBLIC WORKS	Michael Bryant		
		Clmnt alleges he fell into a manhole.								
3090046449	Huffstetler, Patricia	02/24/2010			GL-Property	Closed	PUBLIC WORKS	Michael Bryant	1,034.46	1,034.46
		Claimant alleges that poor road conditions cause damage to her house.								
3090045646	Smith, Teresa	01/07/2010		01/12/2010	GL-Bodily Injury	Closed	PUBLIC WORKS	Michael Bryant		
		Clmt. alleges she fell in a hole and has headaches.								
3090046184	Gingles, Ralph	01/22/2010			GL-Property	Closed	PUBLIC WORKS	Michael Bryant		
		Clmt alleges property flooded by stormwater run off								
3090046168	Mullis, Shannon	02/11/2010			GL-	Closed	PUBLIC WORKS	Charlotte Martin		
		Clmnt alleges she struck a manhole and damaged her tire and rim								
3090046168	Glenn, Betty	02/11/2010			GL-	Closed	PUBLIC WORKS	Charlotte Martin	1,097.15	1,097.15
		Clmnt alleges she struck a manhole and damaged her tire and rim								
3090043656	Grice, Artemus	08/18/2009		08/18/2009	GL-Property	Closed	PUBLIC WORKS	Charlotte Martin		
		Clmnt struck a round, storm drain in road.								
3090047076	Simmons, Laura	04/14/2010			GL-Property	Closed	PUBLIC WORKS	Charlotte Martin		
		Clmnt hit a storm drain hole.								
3090046754	First Wesleyan	03/22/2010			GL-Property	Closed	PUBLIC WORKS	Chris MacKay		
		tree from city right of way fell onto fence against school bus								
3090046999	Smith, Elizabeth	04/06/2010			GL-Property	Closed	PUBLIC WORKS	Audrey Downing		
		Clmt. alleges she did not see ditch and drove in same.								
3090047854	Foster, Walter	05/17/2010			GL-	Closed	PUBLIC WORKS	Audrey Downing		
		Clmnt struck pothole								
3090048273	Lindsay, Dorothy	06/21/2010		06/30/2010	AL-Bodily Injury	Closed	TRANSPORTATIO	Michael Bryant		
		Car pulled out in front of city bus causing it to slam on brakes, two passengers thrown forward in seat.								
3090047164	Dade, Crystal	04/07/2010		04/21/2010	AL-Bodily Injury	Closed	TRANSPORTATIO	Michael Bryant	25,011.24	25,011.24
		Insd. driver made a right turn causing clmt. wheelchair to flip over injuring head, chest & back.l								
3090043639	Jones, Clarence	08/10/2009		08/18/2009	AL-Bodily Injury	Closed	TRANSPORTATIO	Michael Bryant		
		Clmt. alleges he twisted his back while riding a city bus.								
3090043560	Jarrell, Cynthia	08/07/2009		08/11/2009	AL-Bodily Injury	Closed	TRANSPORTATIO	Michael Bryant		
		Passenger fell while exiting bus								
3090047572	Barnes, Cynthia	02/18/2010		05/18/2010	AL-Bodily Injury	Closed	TRANSPORTATIO	Michael Bryant	0.00	0.00
		Clmnt fell while on bus.								

Claim Number	Claimant	Injury	Emp.Knowledge	Adj. Loc. Recd.	Type	Status	Organization	Examiner	Paid	Incurred
3090048273	Forney, Ezra	06/21/2010		06/30/2010	AL-Bodily Injury	Closed	TRANSPORTATIO	Michael Bryant		
		Car pulled out in front of city bus causing it to slam on brakes, two passengers thrown forward in seat.								
3090048274	Hatton, Destiny	06/28/2010		06/30/2010	AL-Bodily Injury	Closed	TRANSPORTATIO	Michael Bryant		
		While bus slowed to let passenger off-clmnt was thrown forward and hit her head.								
3090048307	Catering by Janet	04/17/2010		07/01/2010	GL-Property	Closed	WATER	Charlotte Martin	500.00	500.00
		conduit was cut when city crew dumped stone into a hole								
3090042379	Pigg, Leah	07/08/2009		07/20/2009	AL-Property	Closed	PUBLIC WORKS	Michael Bryant	6,037.69	6,037.69
		Insured driver struck claimant veh in intersection								
3090043681	Friday, Jerry &	08/19/2009		08/20/2009	GL-Sewer Back-up	Closed	PUBLIC WORKS	Michael Bryant	3,159.56	3,159.56
		sewer back-up in citizens bathroom								
3090047881	Hunter, Dustin &	06/02/2010			GL-Property	Closed	PUBLIC WORKS	Michael Bryant	27,020.33	27,020.33
		Clmt alleges his house was flooded by city water line.								
3090048302	Edwards, James &	06/28/2010			GL-Sewer Back-up	Closed	PUBLIC WORKS	Michael Bryant	546.25	546.25
		Sewer back up.								
3090048770	Murphy, Crystal	10/31/2009			GL-	Closed	PUBLIC WORKS	Michael Bryant	0.00	0.00
		Claimant alleges she stepped into hole injuring ankle								
3090049421	Crockett, Lee	05/07/2010			GL-Sewer Back-up	Closed	PUBLIC WORKS	Michael Bryant		
		Sewer back up								
3090050678	Duke, Robin	04/22/2010		12/03/2010	GL-Bodily Injury	Closed	PUBLIC WORKS	Michael Bryant		
		clmt fell in water meter								
3090045671	Hudson, Mary	01/08/2010		01/13/2010	GL-Sewer Back-up	Closed	PUBLIC WORKS	Michael Bryant		
		Sewer back up.								
3090045729	Stuckey, Chris &	01/17/2010		01/19/2010	GL-Sewer Back-up	Closed	PUBLIC WORKS	Michael Bryant	41,448.30	41,448.30
		City main had a back up-due to heavy grease.								
3090045729	Jackson, Francine	01/17/2010		01/19/2010	GL-Sewer Back-up	Closed	PUBLIC WORKS	Michael Bryant	4,062.70	4,062.70
		City main had a back up-due to heavy grease.								
3090045766	Gibby, Joyce	01/19/2010			GL-Sewer Back-up	Closed	PUBLIC WORKS	Michael Bryant	500.00	500.00
		Sewer back up								
3090045998	Pastorius, Sybil	01/29/2010			GL-Property	Closed	PUBLIC WORKS	Michael Bryant		
		Claimant alleges damages due to broken water line.								
3090045998	Warren, Christina	01/29/2010			GL-Property	Closed	PUBLIC WORKS	Michael Bryant		
		Claimant alleges damages due to broken water line.								
3090045998	Holy Trinity Church	01/29/2010			GL-Property	Closed	PUBLIC WORKS	Michael Bryant		
		Claimant alleges damages due to broken water line.								
3090045998	Armstrong, Scott	01/29/2010			GL-Property	Closed	PUBLIC WORKS	Michael Bryant		
		Claimant alleges damages due to broken water line.								

Claim Number	Claimant	Incident	Ins Reported	Incident Reported	Type	Status	Organization	Examiner	Paid	Incurred
3090046753	Plueddemann,	03/11/2010			GL-Sewer Back-up	Closed	PUBLIC WORKS	Michael Bryant		
		Sewer backed up into clmt's basement.								
3090046757	Gaston Memorial	02/19/2010			GL-Sewer Back-up	Closed	PUBLIC WORKS	Michael Bryant		
		Sewer overflow caused a backup on to property.								
3090044691	McKnigiht, Ricky &	10/06/2009			GL-Sewer Back-up	Closed	PUBLIC WORKS	Michael Bryant	265.00	265.00
		Sewer back-up								
3090044748	Alexander, Patricia	11/03/2009			GL-General	Closed	PUBLIC WORKS	Michael Bryant		
		Clmt. alleges insd. got debris in water line.								
3090044544	Cesar, Herrera &	09/18/2009			GL-Sewer Back-up	Closed	PUBLIC WORKS	Michael Bryant	5,918.59	5,918.59
		Sewer Backup								
3090045193	Smith, Ronald	11/24/2009		12/07/2009	GL-Property	Closed	PUBLIC WORKS	Michael Bryant	75.00	75.00
		Clmt. alleges employee reconnected meter damaged vinyl siding & picture.								
3090045319	Pioneer Land	12/08/2009		12/15/2009	GL-Property	Closed	PUBLIC WORKS	Michael Bryant		
		Water main burst and flooded clmt's parking lot.								
3090045452	Sellers, Mary	12/23/2009		12/28/2009	GL-Sewer Back-up	Closed	PUBLIC WORKS	Michael Bryant		
		Sewer back up.								
3090052396	Harris, Carolina	08/31/2009			GL-Property	Closed	PUBLIC WORKS	Charlotte Martin		
		Claimant alleges city crews allowed dirt/debris to enter her line when they replaced water meter.								
3090042374	Swafford, Rhonda	07/17/2009		07/20/2009	GL-	Closed	PUBLIC WORKS	Charlotte Martin		
		Claimant struck a pothole								
3090046867	Hooper, Tina	03/06/2010			GL-Property	Closed	PUBLIC WORKS	Charlotte Martin		
		Water line burst and got on porch and ruined mattress and box springs.								
3090046395	Hux, Bill and	02/14/2010			GL-Sewer Back-up	Closed	PUBLIC WORKS	Chris MacKay	125.00	125.00
		Sewer Backup								
3090048058	Hester, Herman	04/01/2010			GL-Property	Closed	PUBLIC WORKS	Chris MacKay	50.00	50.00
		Debris in water line.								
3090045143	MLK Partners	09/12/2009		12/03/2009	GL-Sewer Back-up	Closed	PUBLIC WORKS	Chris MacKay		
		Sewer back up								
3090045551	Hilton, John	12/08/2009		01/06/2010	GL-Property	Closed	PUBLIC WORKS	Chris MacKay		
		Clmt. alleges crew got debris in water line.								
3090045553	Johnson, Etta	11/18/2009		01/06/2010	GL-Property	Closed	PUBLIC WORKS	Chris MacKay	163.90	163.90
		Clmt. alleges crew got debris in water line.								
3090048761	CFRA, Inc.	05/25/2010			GL-Property	Closed	PUBLIC WORKS	Chris MacKay	1,435.95	1,435.95
		Clmt. claims water leak caused damage to property.								
3090044386	Meredith, Donna	10/03/2009		10/06/2009	GL-Property	Closed	PUBLIC WORKS	Chris MacKay	0.00	0.00
		Claimant alleges debris entered her water line after water dept repaired a leak								

Claim Number	Claimant	Incident	Ins Reported	Incident Reported	Type	Status	Organization	Examiner	Paid	Incurred
3090044457	Harris, Celina	10/07/2009		10/09/2009	GL-Property	Closed	PUBLIC WORKS	Chris MacKay		
		Clmt. alleges debris got into her water line when repairs were made.								
						Fiscal Year Desc Total: 127			**321,599.81**	**321,599.81**
Fiscal Year Desc: 2010										
3100051208	Oates, Johnny	07/01/2010		01/18/2011	EB-Employee	Closed	ADMINISTRATION	Michael Bryant	1,193.12	1,193.12
		Employee Benefits Coverage Claim								
						Fiscal Year Desc Total: 1			**1,193.12**	**1,193.12**
Fiscal Year Desc: 2013										
5130065069	Modern Garbage	08/15/2013		08/22/2013	AL-Property	Closed		Chris MacKay		
		IV struck mirror on OV								
5130065583	Dyer, Susan	09/27/2013		09/30/2013	EL-Employment	Open		Michael Bryant	195,745.95	202,089.79
		Alleges hostile work enviornment and that er was sexist								
5130066395	Gaddy, Donald	11/25/2013		11/25/2013	EL-Employment	Closed		Michael Bryant		
		EEOC claim								
5130069069	Yacobucci, Bernard	06/10/2014		06/10/2014	EL-Employment	Closed		Michael Bryant		
		EE alleges stress-EE is being recommended for termination but has now filed a wc stress claim.								
5130066662	Fitzpatrick, Velma	12/13/2013		12/16/2013	GL-Property	Closed		Michael Bryant		
		Clmt. states no water caused her loss of income.								
5130065419	Lee, Christina	09/16/2013		09/17/2013	GL-Property	Closed		Michael Bryant		
		Flame damaged CLMT'S property.								
5130066205	Patterson, Charles	11/11/2013			GL-Sewer Back-up	Closed		Michael Bryant	2,454.65	2,454.65
		Sewer Backup								
5130066589	Fagala, Tina	11/01/2013		12/11/2013	GL-Property	Closed		Chris MacKay		
		Clmt. states wires burned & damaged 3 ceiling fans.								
5130068629	Wilson, Beth Laura	05/08/2014		05/08/2014	EL-Employment	Closed	ADMINISTRATION	Michael Bryant	2,415.00	2,415.00
		Potential claim.								
5130065782	Lang, Junie	10/09/2013		10/14/2013	AL-Property	Closed	ALL	Chris MacKay	486.40	486.40
		Iv hit parked car.								
5130069031	Taylor, Trey	02/22/2014		06/06/2014	GL-Property	Closed	ALL	Audrey Downing	400.00	400.00
		Wind knocked a gas junction cover off and it hit clmt's car.								
5130069111	McGinnis, Ernest	05/26/2014		06/12/2014	GL-Property	Closed	UTILITIES	Audrey Downing		
		Power outage caused damage to clmt's property.								
5130065085	Pixler, Wilma	08/20/2013		08/23/2013	GL-Property	Closed	UTILITIES	Audrey Downing		
		Power surge at CLMT'S home and damaged property.								

Claim Number	Claimant	Incident	Ins Reported	Incident Reported	Type	Status	Organization	Examiner	Paid	Incurred
5130065295	Liles, Tammy	09/06/2013		09/09/2013	GL-Property	Closed	UTILITIES	Audrey Downing		
		Power was shut off and CLMT'S food was spoiled.								
5140069755	Time Warner Cable	06/27/2014			GL-Property	Closed	UTILITIES	Chris MacKay	1,131.88	1,131.88
		Damage done to a Time Warner Cable line while excavating								
5130066867	Dillard, Amos	01/01/2014		01/06/2014	GL-Property	Closed	UTILITIES	Chris MacKay		
		Clmt. states neutral wire damaged appliances.								
5130064576	Simpson,	07/15/2013		07/24/2013	GL-Property	Closed	UTILITIES	Charlotte Martin		
		CLMT had power failure and caused food to spoil.								
5130064577	Isley, Brenda	07/06/2013		07/24/2013	GL-Property	Closed	UTILITIES	Charlotte Martin		
		CLMT lost food and appliances because of electrical failure.								
5130067519	Rochling-Lewis	10/26/2013		02/21/2014	GL-Property	Closed	UTILITIES	Michael Bryant		
		Clmt states loss production due to failure of a fuse on a transformer inside the switchgear that monitors the incoming utility.								
5130065438	Sampson, Crystal	09/17/2013		09/18/2013	GL-Property	Closed	UTILITIES	Michael Bryant	196.88	196.88
		CLMT rec'd property damage.								
5130064508	DeYoung, Bill	07/10/2013		07/22/2013	GL-Property	Closed	UTILITIES	Charlotte Martin		
		Clmt states that his home experienced a power surge which damaged several appliances including 2 wall ovens, a TV and computer								
5130065420	Harris, Patricia	09/17/2013		09/17/2013	AL-Property	Closed	FIRE	Audrey Downing	1,522.38	1,522.38
		IV struck clmt's parked veh.								
5130068703	Guthrie, Ellyn	05/13/2014		05/14/2014	GL-Property	Closed	FIRE	Audrey Downing		
		Claimant states motorized stair chair was broken by Fire Department.								
5130069308	Harper, Rebecca	04/21/2014		06/26/2014	GL-Bodily Injury	Open	PARKS &	Charles Hines	55,726.57	60,000.00
		Clmt. fell onto concrete walkway.								
5130066510	Newsom, Warren	11/07/2013		12/05/2013	GL-Property	Closed	PARKS &	Charlotte Martin		
		Park Gate damaged CLMT'S property.								
5130068733	Lawing, LaToya	05/03/2014		05/16/2014	AL-Bodily	Closed	POLICE	Charlotte Martin	1,080.75	1,080.75
		IV backed into clmt's veh.								
5130068733	Ellis, LaSavion	05/03/2014		05/16/2014	AL-Bodily Injury	Closed	POLICE	Charlotte Martin	0.00	0.00
		IV backed into clmt's veh.								
5130064920	Orman, Michael	08/08/2013		08/13/2013	AL-Property	Closed	POLICE	Audrey Downing	418.00	418.00
		IV struck OV in rear.								
5130068362	Phelps, Cher	04/05/2014		04/22/2014	AL-Property	Closed	POLICE	Chris MacKay	877.11	877.11
5130068241	Walker, Jessica	03/28/2014		04/14/2014	AL-Property	Closed	POLICE	Audrey Downing	2,405.93	2,405.93
		City veh struck clmt's parked veh.								
5130067479	Brittain, Shannon	02/12/2014		02/19/2014	AL-Property	Closed	PUBLIC WORKS	Audrey Downing	300.00	300.00
		Claimant alleges fence was damaged by snow plow.								

Claim Number	Claimant	Injury	Emp.Knowledge	Adj. Loc. Recd.	Type	Status	Organization	Examiner	Paid	Incurred
5130067879	Aikins, Teresa	03/17/2014		03/17/2014	AL-Bodily	Closed	PUBLIC WORKS	Audrey Downing	18,949.36	18,949.36
		Clmt. states City truck pulled in front of veh.								
5130069193	Alternative Roofing	06/16/2014		06/18/2014	AL-Property	Closed	PUBLIC WORKS	Audrey Downing	4,794.31	4,794.31
		IV rear-ended clmt's veh.								
5130068041	Daniels, Judy	03/20/2014		03/31/2014	AL-Property	Closed	PUBLIC WORKS	Charles Hines		
		Hydraulic spill from City truck damaged clmts' property.								
5130068041	Cozette, Morgan	03/20/2014		03/31/2014	AL-Property	Closed	PUBLIC WORKS	Charles Hines		
		Hydraulic spill from City truck damaged clmts' property.								
5130068041	Harris, Mary	03/20/2014		03/31/2014	AL-Property	Closed	PUBLIC WORKS	Charles Hines		
		Hydraulic spill from City truck damaged clmts' property.								
5130068041	Powers, Tim	03/20/2014		03/31/2014	AL-Property	Closed	PUBLIC WORKS	Charles Hines		
		Hydraulic spill from City truck damaged clmts' property.								
5130068041	Ratchford, Jim	03/20/2014		04/02/2014	AL-Property	Closed	PUBLIC WORKS	Charles Hines	0.00	0.00
		Hydraulic spill from City truck damaged clmts' property.								
5130068041	Gambill, Greg	03/20/2014			AL-Property	Closed	PUBLIC WORKS	Charles Hines	0.00	0.00
		Hydraulic spill from City truck damaged clmts' property.								
5130066462	Townsend,	11/21/2013		12/02/2013	AL-Property	Closed	PUBLIC WORKS	Charlotte Martin		
		OV hit IV and injured EE.								
5130066633	Time Warner Cable	11/20/2013		12/12/2013	GL-Property	Closed	PUBLIC WORKS	Charlotte Martin	2,795.06	2,795.06
		Clmt. states line was damaged repairing a water leak.								
5130069422	Schillo, Darya	06/25/2014		07/07/2014	GL-Property	Closed	PUBLIC WORKS	Charles Hines	350.00	350.00
		Clmt's seeking reimbursement for irrigation repairs.								
5130068924	Parrish, Pat	04/23/2014		05/30/2014	GL-Property	Closed	PUBLIC WORKS	Audrey Downing	16.99	16.99
		Hydraulic fluid splashed on clmt's vehicle.								
5130070562	AT&T	06/12/2014		09/16/2014	GL-Property	Closed	PUBLIC WORKS	Audrey Downing	1,569.27	1,569.27
		Clmt. states that the city damaged one of it's lines.								
5130067896	Washam, Sidney	03/14/2014		03/18/2014	GL-Property	Closed	PUBLIC WORKS	Audrey Downing		
		Gate struck clmt's veh.								
5130067604	Zarco, Jorge	01/17/2014		02/26/2014	AL-Property	Closed	PARKS &	Audrey Downing	1,590.00	1,590.00
		IV backed into OV causing damage to both vehicles. Multiple front end damage.								
5130065584	Hoffman, Judith	09/16/2013		09/30/2013	AL-Property	Closed	PUBLIC WORKS	Audrey Downing	3,697.49	3,697.49
		IV's equipment struck OV.								
5130068920	Waldrep, Jeffrey	05/16/2014		05/30/2014	AL-Property	Closed	PUBLIC WORKS	Audrey Downing	3,897.65	3,897.65
		City veh backed into clmt's veh.								
5130069200	Hufton, Thomas	06/18/2014		06/19/2014	AL-Property	Closed	PUBLIC WORKS	Charles Hines	82.83	82.83
		City veh struck clmt's mailbox.								

Claim Number	Claimant	Injury	Emp.Knowledge	Adj. Loc. Recd.	Type	Status	Organization	Examiner	Paid	Incurred
5130066439	Hedger, Forest	11/18/2013		11/27/2013	AL-Property	Closed	PUBLIC WORKS	Charlotte Martin	1,398.01	1,398.01
		OV and IV collided.								
5130066831	Hopper, Harold	12/30/2013		01/02/2014	AL-Property	Closed	PUBLIC WORKS	Chris MacKay		
		Clmt. states Refuse Collect crew struck a sign.								
5130065451	Hannontree,	09/13/2013		09/19/2013	AL-Property	Closed	PUBLIC WORKS	Chris MacKay		
		CLMT'S mailbox was damaged.								
5130065520	Brimer, Mary	09/24/2013		09/24/2013	AL-Property	Closed	PUBLIC WORKS	Chris MacKay		
		Garbage truck struck clmt's stone column.								
5130065776	Carpenter, Stacey	09/25/2013		10/11/2013	GL-Property	Closed	PUBLIC WORKS	Charlotte Martin		
		Clmt. states trash crew picked up a slide in error.								
5130066590	Bailey, Brittney	12/09/2013		12/11/2013	GL-Property	Closed	PUBLIC WORKS	Charlotte Martin		
		Clmt. struck a trash can.								
5130069129	Messer, Charlie	06/09/2014		06/13/2014	AL-Bodily	Closed	PUBLIC WORKS	Charles Hines	31,544.21	31,544.21
		IV was turning left and struck OV.								
5130069044	Bess, Tonya	06/06/2014		06/09/2014	AL-Property	Closed	PUBLIC WORKS	Audrey Downing	258.00	258.00
		City veh struck clmt's basketball goal.								
5130068191	Haas, William	04/08/2014		04/09/2014	GL-Property	Closed	PUBLIC WORKS	Audrey Downing	204.48	204.48
		Weed-eater threw a rock striking clmt's windshield.								
5130068899	Randall, Scott	05/24/2014		05/29/2014	GL-Property	Closed	PUBLIC WORKS	Audrey Downing		
		Clmt. struck a hole in the road.								
5130068634	Smith, Mike	05/05/2014		05/09/2014	GL-Property	Closed	PUBLIC WORKS	Audrey Downing		
		Clmt. struck a pot hole								
5130068663	Martin, Molly	05/10/2014		05/12/2014	GL-Property	Closed	PUBLIC WORKS	Audrey Downing		
		Tree fell onto clmt's veh.								
5130067706	Crank, Alexis	02/27/2014			GL-	Closed	PUBLIC WORKS	Audrey Downing		
		Claimant allages vehicle damages due to a pothole.								
5130066523	Bain, Elizabeth	11/26/2013		12/05/2013	GL-Property	Closed	PUBLIC WORKS	Audrey Downing	79.88	79.88
		CLMT struck a pot hole.								
5130067211	Lattanzi, Elizabeth	01/20/2014			GL-Property	Closed	PUBLIC WORKS	Audrey Downing		
		OV was driving north on Stroup Road when she struck a pot hole and burst 2 tires and bent rims.								
5130072251	Meinck, Joan	12/11/2013		02/10/2015	GL-Bodily Injury	Open	PUBLIC WORKS	Charles Hines	28,141.32	60,000.00
		Clmt. alleges she lost her balance and fell because exit was not maintained properly.								
5120071813	Sheehan, Mae	12/03/2013		12/29/2014	GL-Property	Closed	PUBLIC WORKS	Charles Hines	0.00	0.00
		Clmt daughter alleges city backed into a wall at her mother's house about a year ago and damaged a wall.								
5130066461	Tisdale, Tony	12/02/2013		12/02/2013	GL-Property	Closed	PUBLIC WORKS	Charlotte Martin	1,145.64	1,145.64
		CLMT struck manhole cover.								

Claim Number	Claimant	Incident	Ins Reported	Incident Reported	Type	Status	Organization	Examiner	Paid	Incurred
5130064516	Carty, Aundi	07/06/2013		07/22/2013	GL-Property	Closed	PUBLIC WORKS	Charlotte Martin		
		Clmt states that she struck a pothole and it did damage to her vehicle. Pot hole has since been repaired								
5130064573	Jackson, Teretha	07/24/2013		07/24/2013	GL-Property	Closed	PUBLIC WORKS	Charlotte Martin	138.00	138.00
		CLMT had water leak and lost water.								
5130064983	Davis, Michelle	07/17/2013		08/16/2013	GL-Property	Closed	PUBLIC WORKS	Chris MacKay		
		Clmt. states tree fell on her fence.								
5130066099	Pressley, Jade	10/27/2013		11/04/2013	GL-Property	Closed	PUBLIC WORKS	Chris MacKay	470.46	470.46
		Clmt. struck a manhole and damaged tire/rim.								
5130064509	Wallace, Julia	07/12/2013		07/22/2013	GL-Property	Closed	PUBLIC WORKS	Charlotte Martin		
		Clmt states a large tree fell on her fence - alleges tress was on City Property								
5130065539	Phillips, Karen	09/20/2013		09/25/2013	GL-Bodily Injury	Closed	PUBLIC WORKS	Michael Bryant	0.00	0.00
		CLMT fell in water meter lid.								
5130065223	Bordeaux	08/30/2013		09/03/2013	GL-Property	Closed	PUBLIC WORKS	Michael Bryant	3,714.00	3,714.00
		Tree limb fell on clmt. property.								
5130065399	Brown, Tina	09/14/2013		09/17/2013	GL-Bodily Injury	Closed	PUBLIC WORKS	Michael Bryant		
		CLMT was walking and pavement collapsed causing CLMT to fall.								
5130066434	Champion, Charles	11/14/2013		11/27/2013	GL-Bodily Injury	Closed	PUBLIC WORKS	Michael Bryant		
		CLMT fell on sidewalk.								
5130064970	Crawford, Vernon	08/10/2013		08/15/2013	AL-Bodily Injury	Closed	TRANSPORTATIO	Michael Bryant	7,000.00	7,000.00
		Clmt. states struck her head while on bus.								
5130068063	Lynch, Cornelius	03/21/2014		03/31/2014	AL-Bodily Injury	Closed	TRANSPORTATIO	Charles Hines		
		Clmt. states bus driver shut door on him.								
5130069236	Johnson, Pat	06/19/2014		06/23/2014	GL-Property	Closed	UTILITIES	Charles Hines	0.00	0.00
		Clmt. states that mud has clogged the water line.								
5130069429	Earle, Milton	06/27/2014		07/07/2014	GL-Property	Closed	UTILITIES	Charles Hines	1,893.81	1,893.81
		Clmt. states his property was flooded.								
5130068398	AT&T	03/13/2014		04/24/2014	GL-Property	Closed	UTILITIES	Audrey Downing	1,712.27	1,712.27
		Water crew damaged clmt's phone line.								
5130068135	McCoy, Augusta	04/03/2014		04/07/2014	GL-Property	Closed	UTILITIES	Audrey Downing	139.00	139.00
		Clmt's mower struck a brass coupling.								
5130065900	Turner, Chris	10/15/2013		10/22/2013	GL-Property	Closed	UTILITIES	Audrey Downing	737.61	737.61
		A piece of 2x4 fell and struck clmt's veh.								
5130065900	Braddy, Karen	10/15/2013		10/22/2013	GL-Bodily Injury	Closed	UTILITIES	Audrey Downing		
		A piece of 2x4 fell and struck clmt's veh.								
5130065091	Lippett, Aaron	08/22/2013		08/26/2013	GL-Property	Closed	UTILITIES	Charlotte Martin	108.00	108.00
		CLMT'S water was shut off and CLMT wants reimbursement.								

Claim Number	Claimant	Incident	Ins Reported	Incident Reported	Type	Status	Organization	Examiner	Paid	Incurred
5130066697	Time Warner Cable	11/08/2013		12/18/2013	GL-Property	Closed	UTILITIES	Charlotte Martin	598.75	598.75
		Crew struck clmt's cable.								
5130067452	Pulte Home	01/24/2014		02/18/2014	GL-Property	Closed	WATER	Charles Hines	0.00	0.00
		Clmt alleges water line was cut and new homeowner had no water. Requesting reimbursement for cost incurred on their end due to new homeowner having no water.								
5130066858	Painter, Robin	12/27/2013		01/06/2014	AL-Property	Closed	PUBLIC WORKS	Audrey Downing	4,499.00	4,499.00
		Clmt. states City veh ran a light.								
5130067263	Smith, Cathy	02/01/2014			GL-Property	Closed	PUBLIC WORKS	Audrey Downing		
		Claimant alleges debris in water line.								
5130067290	Heracklis, Omer	01/29/2014			GL-Property	Closed	PUBLIC WORKS	Audrey Downing		
		Claimant seeks reimbursement for plumbing expense.								
5130067392	Peeler, James	01/27/2014			GL-Property	Closed	PUBLIC WORKS	Audrey Downing	157.50	157.50
		Claimant seeks reimbursement for plumbing bill.								
5130068038	R TJJ Inc.	03/13/2014		03/28/2014	GL-Property	Closed	PUBLIC WORKS	Audrey Downing		
		Leaking water damaged clmt's property.								
5130068954	Pickett, Paul	05/28/2014		06/02/2014	GL-Sewer Back-up	Closed	PUBLIC WORKS	Audrey Downing		
		Sewer back-up.								
5130070764	Helms, John	06/21/2014		10/03/2014	GL-Property	Closed	PUBLIC WORKS	Audrey Downing	4,182.77	4,182.77
		Clmt. states water line break caused damage to water lines.								
5130067707	Grove, John	03/04/2014			GL-Sewer Back-up	Closed	PUBLIC WORKS	Charles Hines		
		Sewer Backup								
5130067742	Rhew, Peter	03/06/2014		03/07/2014	GL-Sewer Back-up	Closed	PUBLIC WORKS	Charles Hines	240.36	240.36
		Sewer back-up.								
5130068032	Shadow Creek	02/24/2014		03/28/2014	GL-Property	Closed	PUBLIC WORKS	Charles Hines	0.00	0.00
		Water leak damaged clmt's property.								
5130067402	Silverstrim, Chad	01/22/2014			GL-Property	Closed	PUBLIC WORKS	Charles Hines		
		Clm states water damage due to sewer backup.								
5130068559	Patterson, Michael	03/08/2014		05/05/2014	GL-Sewer Back-up	Closed	PUBLIC WORKS	Charles Hines		
		Sewer back-up.								
5130068651	Gunter, Roberta	05/09/2014			GL-Property	Closed	PUBLIC WORKS	Charles Hines		
5130068651	Dixon, Michael	05/09/2014			GL-Property	Closed	PUBLIC WORKS	Charles Hines		
5130067082	Lay, Rhonda	01/15/2014		01/21/2014	GL-Sewer Back-up	Closed	PUBLIC WORKS	Charlotte Martin		
		Sewer back-up.								
5130067215	Gentry, Donald	01/15/2014		01/31/2014	GL-Property	Closed	PUBLIC WORKS	Charlotte Martin	208.55	208.55
		CLMT states City caused water leak.								

Claim Number	Claimant	Incident	Ins Reported	Incident Reported	Type	Status	Organization	Examiner	Paid	Incurred
5130064575	Read, Richard	07/02/2013		07/24/2013	GL-Property	Closed	PUBLIC WORKS	Charlotte Martin	500.00	500.00
		Water damage to office building.								
5130078804	Brandon, Daniel &	05/12/2014		06/29/2016	GL-Property	Open	PUBLIC WORKS	Charles Hines		
		Clmt. claims that sewer easement greatly exceeded the temporary construction easement during the construction process.								
5130065585	Hodge, Robert	09/18/2013		09/30/2013	GL-Property	Closed	PUBLIC WORKS	Chris MacKay	230.00	230.00
		Clmt. states mud in got into his water lines.								
5130064914	Ramirez, Thomas	08/09/2013		08/13/2013	GL-Sewer Back-up	Closed	PUBLIC WORKS	Michael Bryant		
		Sewer back up.								
5130064924	Conner, Gus	07/29/2013		08/12/2013	GL-Sewer Back-up	Closed	PUBLIC WORKS	Michael Bryant		
		Sewer back up in clmt's rental property.								
5130066663	DMW Limited	11/09/2013		12/16/2013	GL-Property	Closed	PUBLIC WORKS	Michael Bryant		
		Sewer back-up.								
5130065906	White, Larry &	10/12/2013		10/22/2013	GL-Sewer Back-up	Closed	PUBLIC WORKS	Michael Bryant	953.00	953.00
		CLMT has sewer back up at his residence.								
5130065906	Mollohan,	10/12/2013		10/22/2013	GL-Sewer Back-up	Closed	PUBLIC WORKS	Michael Bryant	204.00	204.00
		CLMT has sewer back up at his residence.								
5130066243	Beach, Kenneth &	10/23/2013		11/13/2013	GL-Sewer Back-up	Closed	PUBLIC WORKS	Michael Bryant		
		Sewer back-up.								
5130066256	Sommers, Patricia	11/13/2013		11/14/2013	GL-Sewer Back-up	Closed	PUBLIC WORKS	Michael Bryant	50.00	50.00
		Sewer back-up.								
5130068649	Willis, David	04/20/2014		05/09/2014	GL-Sewer Back-up	Closed	PUBLIC WORKS	Charles Hines		
		Sewer back-up.								
						Fiscal Year Desc Total: 114			**393,413.08**	**435,889.03**
Fiscal Year Desc: 2014										
5140072954	Harris, Benjamin	04/07/2015		04/08/2015	EL-Employment	Closed	ADMINISTRATION	Michael Bryant	980.20	980.20
		Clmt alleges FMLA violation.								
5140071707	Poteat, Christopher	12/11/2014		12/16/2014	AL-Property	Closed	PUBLIC WORKS	Audrey Downing	2,328.46	2,328.46
		City veh backed into clmt's veh.								
5140073090	Johnson, Pearlie	03/16/2015		04/20/2015	AL-Property	Closed	PUBLIC WORKS	Audrey Downing	302.30	302.30
		City veh struck clmt's mirror.								
5140071135	Falls, Scott	10/22/2014		10/29/2014	GL-Property	Closed	PUBLIC WORKS	Audrey Downing	234.01	234.01
		Weed-eater threw debris and damaged clmt's veh.								
5140070885	Carpenter, Ronnie	10/10/2014		10/13/2014	AL-Property	Closed	UTILITIES	Audrey Downing	678.50	678.50
		Clmt. states excavator being hauled on City veh shifted and struck his								
5140072770	Wallace, Jason	03/19/2015		03/24/2015	GL-Property	Closed	UTILITIES	Audrey Downing		
		Clmt. states that he had a power surge at his home.								

Claim Number	Claimant	Incident	Ins Reported	Incident Reported	Type	Status	Organization	Examiner	Paid	Incurred
5140072082	Jackson's Cafeteria	09/04/2014		01/26/2015	GL-Property	Closed	UTILITIES	Audrey Downing		
		Clmt. states that theiry property was negligently maintained causing a high voltage that								
5140069840	Butler, Patrica	07/26/2014		07/30/2014	GL-Property	Closed	UTILITIES	Charles Hines	1,148.00	1,148.00
		Power surge caused damage to clmt's property.								
5140071208	Stiles, William	11/01/2014		11/04/2014	GL-Property	Closed	UTILITIES	Charles Hines		
		Clmt. states that he smelled smoke in the house that he is								
5140071208	Tony, Janice	11/01/2014		11/04/2014	GL-Property	Closed	UTILITIES	Charles Hines		
		Clmt. states that he smelled smoke in the house that he is								
5140071447	Styers, Neil	11/13/2014		11/24/2014	GL-Property	Closed	UTILITIES	Charles Hines		
		Loose connection caused damage to clmt's property.								
5140070169	New Reflections	08/19/2014		08/20/2014	GL-Property	Closed	UTILITIES	Chris MacKay		
		Clmt. states property was damaged due to a broken neutral.								
5140070171	Gates, Jasamin	08/07/2014		08/20/2014	GL-Property	Closed	UTILITIES	Chris MacKay		
		Clmt. states power surge caused damage to property.								
5140070171	Lopez, Irma	08/07/2014		08/20/2014	GL-Property	Closed	UTILITIES	Chris MacKay		
		Clmt. states power surge caused damage to property.								
5140070457	Summerlin,	08/28/2014		09/10/2014	GL-Property	Closed	UTILITIES	Chris MacKay		
		Power surge caused damage to clmt's property.								
5140072339	Stone, Stephanie	02/17/2015		02/18/2015	GL-Property	Closed	UTILITIES	Chris MacKay		
		Clmt. states that the neutral broke and caused damage to								
5140072497	Goble, Wanda	02/25/2015		03/02/2015	GL-Property	Closed	UTILITIES	Chris MacKay		
		Clmt. lost power in her bathroom, water heater was damaged.								
5140070935	Smith, Mamie	10/15/2014		10/15/2014	AL-Bodily	Closed	FIRE	Charles Hines	5,828.89	5,828.89
		Fire truck rear-ended clmt's veh.								
5140072635	Sadler, John	03/11/2015		03/13/2015	GL-Property	Closed	FIRE	Charles Hines		
		Clmt. states water caused damage to yard.								
5140071151	Burgin, Lee	07/30/2014		10/30/2014	GL-Property	Closed	UTILITIES	Charles Hines		
		Clmt. states that his home was damaged when our contractors								
5140071983	McConaughead,	01/08/2015		01/15/2015	GL-Bodily Injury	Closed	PARKS &	Charles Hines	1,643.30	1,643.30
		Clmt. leaned on a table at the Erwin Center and the table								
5140073907	Parsons, Charles	06/17/2015		06/19/2015	GL-	Closed	PARKS &	Audrey Downing	85.00	85.00
		Clmt. states that his windsheild has been cracked by debris from city mower.								
5140072730	Anderson, Randi	03/16/2015		03/20/2015	AL-Property	Closed	POLICE	Audrey Downing	1,422.38	1,422.38
		IV struck OV in rear while she was stopped at a traffic light.								
5140069577	Keck, David	07/14/2014		07/15/2014	AL-Property	Closed	POLICE	Audrey Downing	1,343.74	1,343.74
		City veh rear-ended clmt's veh.								

Claim Number	Claimant	Injury	Emp.Knowledge	Adj. Loc. Recd.	Type	Status	Organization	Examiner	Paid	Incurred
5140073746	Williams, Joshua	10/19/2014		06/05/2015	AL-Underinsured	Closed	POLICE	Charles Hines	0.00	0.00
		Clmt. sustained injuries in an automobile accident.								
5140073857	Williams, Clarence	06/15/2015		06/16/2015	AL-Property	Closed	POLICE	Charles Hines		
		Clmt. states he was in accident with City veh.								
5140071045	Teets, Jonathan	07/25/2014		10/21/2014	AL-Property	Closed	POLICE	Charles Hines	4,087.28	4,087.28
		City veh involved in multiple veh accident.								
5140069841	Bradley, Martha	07/26/2014		07/30/2014	AL-Property	Closed	POLICE	Charles Hines	95.00	95.00
		City veh struck clmt's veh.								
5140070276	Dockery, Dennis	08/21/2014		08/27/2014	AL-Property	Closed	POLICE	Charles Hines	2,005.00	2,005.00
		IV struck OV as they were pulling away from stop sign.								
5140073553	Reep, Ritta	05/16/2015		05/22/2015	AL-Property	Closed	POLICE	Charlotte Martin	4,727.84	4,727.84
		City veh attempted to turn left and collided with clmt's veh.								
5140073555	Woodward, Betty	05/18/2015		05/22/2015	AL-Bodily	Closed	POLICE	Charlotte Martin	20,859.60	20,859.60
		City veh. collided with clmt's veh.								
5140070164	McDowell, Reggie	08/16/2014		08/20/2014	LE-Property	Closed	POLICE	Charles Hines	497.82	497.82
		Clmt. alleges K-9 damaged veh during a traffic stop.								
5140073469	Davis, Andrew	05/05/2015		05/18/2015	LE-Law	Closed	POLICE	Charles Hines	750.00	750.00
		Claimant alleges police took him away from work.								
5140073934	Estate of James	02/07/2015		06/22/2015	LE-Fatality	Open	POLICE	Michael Bryant	17,687.68	400,000.00
		Attorney alleges wrongful death.								
5140070222	Phillips, Sherell	08/19/2014		08/25/2014	AL-Property	Closed	PUBLIC WORKS	Charles Hines	3,278.38	3,278.38
		City veh struck clmt's veh.								
5140073749	McLean, Lakoya	06/03/2015		06/08/2015	AL-Property	Closed	PUBLIC WORKS	Chris MacKay	486.30	486.30
		City veh backed into clmt's parked veh.								
5140071816	Seigle, Julius	12/26/2014		12/30/2014	AL-Property	Closed	PUBLIC WORKS	Chris MacKay	3,740.00	3,740.00
		City veh was pulling forward and cawl hit clmt's veh.								
5130069752	Dill, Sue	07/24/2014		07/25/2014	AL-Property	Closed	PUBLIC WORKS	Charles Hines		
		Clm states her fence was struck by either a city trash truck or recycling truck.								
5140071021	Brown, Mary	10/16/2014		10/21/2014	AL-Property	Closed	PUBLIC WORKS	Audrey Downing	1,204.01	1,204.01
		IV front right tire struck clmt's veh.								
5140069601	Strassner, Manuela	07/16/2014		07/16/2014	AL-Property	Closed	PUBLIC WORKS	Audrey Downing	5,708.70	5,708.70
		IV backed into clmt's veh.								
5140071843	Tracy, John	12/29/2014		01/02/2015	AL-Property	Closed	PUBLIC WORKS	Audrey Downing		
		Clmt. states that a trash collection vehicle knocked down his mailbox.								
5140069507	Black, Linda	07/09/2014			GL-Property	Closed	PUBLIC WORKS	Audrey Downing		
		Clmt struck a trash can. Said the handle was sticking out in the road. Broke the mirror on her car.								

Claim Number	Claimant	Injury	Emp.Knowledge	Adj. Loc. Recd.	Type	Status	Organization	Examiner	Paid	Incurred
5140072523	McDuffie, Chad	02/26/2015		03/03/2015	AL-Property	Closed	PUBLIC WORKS	Audrey Downing		
		Clmt. states snow and ice fell on his car.								
5140072406	Cook, Jason	02/23/2015		02/24/2015	GL-Property	Closed	PUBLIC WORKS	Audrey Downing		
		Clmt. cut tire on loose water main cover.								
5140071496	Reid, Bailey	11/20/2014			GL-	Closed	PUBLIC WORKS	Audrey Downing		
		Claimant (Bailey Reid) stated that she was driving on Gardner Park Rd. when she struck a pot hole damaging her vehicle.								
5140072093	Project Resources	01/15/2015		01/27/2015	GL-Property	Closed	PUBLIC WORKS	Audrey Downing	226.96	226.96
		Insd damaged Time Warner cable while repairing storm water								
5140072917	Coggins, Georgane	03/09/2015			GL-	Closed	PUBLIC WORKS	Audrey Downing		
		Claimant alleges vehicle damages due to pot hole.								
5140073236	Harrell, Kendra	04/28/2015		04/30/2015	GL-Property	Closed	PUBLIC WORKS	Audrey Downing		
		Clmt. states she struck a pot hole.								
5140073427	Schrum, Charleen	05/07/2015		05/13/2015	GL-Property	Closed	PUBLIC WORKS	Audrey Downing	198.75	198.75
		Clmt. struck a manhole cover that was flipped up and damaged her veh.								
5140070414	Beddingfield,	09/05/2014		09/08/2014	GL-Property	Closed	PUBLIC WORKS	Audrey Downing		
		Clmt. states that City contractor damaged his shrubs during a widening project.								
5140070822	Crenshaw, Zachary	09/29/2014		10/08/2014	GL-Property	Closed	PUBLIC WORKS	Audrey Downing		
		Clmt. struck something in road and damaged rim.								
5140070600	Ross, Anthony	09/10/2014		09/19/2014	GL-Property	Closed	PUBLIC WORKS	Audrey Downing	377.33	377.33
		Clmt. states he got yellow paint on his vehicle.								
5140071777	Hunter, Janet	12/17/2014		12/23/2014	GL-Property	Closed	PUBLIC WORKS	Audrey Downing		
		Clmt. struck an open manhole.								
5140070252	Spicer, Tania	08/24/2014		08/26/2014	GL-Bodily Injury	Closed	PUBLIC WORKS	Charles Hines		
		Clmt. fell in a water meter.								
5140069920	A Simple Service	07/21/2014		08/04/2014	GL-Sewer Back-up	Closed	PUBLIC WORKS	Charles Hines	825.00	825.00
		Sewer back-up.								
5140071642	Burris, Brenda	10/29/2014		12/11/2014	GL-Bodily Injury	Closed	PUBLIC WORKS	Charles Hines		
		Clmt. tripped over lifted grate on sidewalk.								
5140072859	Chandler, Vivian	03/18/2015		03/31/2015	GL-Bodily Injury	Closed	PUBLIC WORKS	Charles Hines		
		Clmt. fell at worksite and broke her knee cap.								
5140080074	Canipe, Steven	10/24/2014			GL-Bodily Injury	Open	PUBLIC WORKS	Charles Hines	3,412.50	17,000.00
		Clmt. alleges City failed to provide proper transportation and maintain the safety of the public highway for pedestrians.								
5140071497	Reid, Bailey	11/20/2014		11/26/2014	GL-Property	Closed	PUBLIC WORKS	Chris MacKay	25.00	25.00
		Clmt states she was driving on Gardner Park Road when she struck a pot hole causing damage to her vehicle.								
5140071669	Scott, David	11/05/2014		12/12/2014	GL-Property	Closed	PUBLIC WORKS	Chris MacKay		
		Overspray in parking lot caused damage to clmt's veh.								

Claim Number	Claimant	Incident	Ins Reported	Incident Reported	Type	Status	Organization	Examiner	Paid	Incurred
5140074116	Yelton, Jamie	06/29/2015		07/06/2015	GL-	Closed	PUBLIC WORKS	Charlotte Martin	680.13	680.13
		Clmt states that he struck a manhole cover and damaged his veh.								
5140072697	McSwain, Margaret	03/17/2015		03/18/2015	GL-General	Closed	PUBLIC WORKS	Audrey Downing	466.07	466.07
		Clmt. states she struck a large hole causing damage to her veh.								
5140069919	Rombs, Randi	08/04/2014		08/04/2014	GL-Property	Closed	PUBLIC WORKS	Charlotte Martin		
		Clmt. states she struck a broken curb and it cut tire.								
5140072000	Bailey, Woody	01/15/2015		01/16/2015	AL-Property	Closed	TRANSPORTATIO	Chris MacKay	0.00	0.00
		Clmt states that his wife's vehicle was								
5140072003	Gomes, Dixie	01/14/2015		01/16/2015	AL-Property	Closed	TRANSPORTATIO	Chris MacKay	1,471.06	1,471.06
		Clmt. states City bus hit clmt's veh.								
5130069738	Frazier, Brenda	07/21/2014		07/25/2014	AL-Bodily Injury	Closed	TRANSPORTATIO	Chris MacKay		
		Clmt steeping off the bus when she slipped and fell. Step slippery with water.								
5140070967	Brice, Ray	10/16/2014		11/04/2014	AL-Bodily Injury	Closed	TRANSPORTATIO	Audrey Downing		
		City veh attempted to turn left and struck clmt's veh.								
5140070967	Bieker, Beverly	10/16/2014		10/17/2014	AL-Bodily	Closed	TRANSPORTATIO	Audrey Downing	15,707.57	15,707.57
		City veh attempted to turn left and struck clmt's veh.								
5140072359	Grant, Don	12/28/2014		02/20/2015	AL-Property	Closed	TRANSPORTATIO	Audrey Downing		
		Clmt. states that his electric was disconnected b/c of the bus pulling the lines away from his home.								
5140072601	Chandler, Lea	02/18/2015		03/10/2015	GL-Property	Closed	UTILITIES	Audrey Downing	391.32	391.32
		Clmt. states that the water to her home was cut off and								
5140074713	Byron Wilson and	05/21/2015		08/14/2015	GL-Property	Closed	UTILITIES	Audrey Downing	335.48	335.48
		Clmt. states that debris was caught in water line causing								
5140070575	Stewart, Alan	08/07/2014		09/17/2014	GL-Property	Closed	UTILITIES	Audrey Downing	390.00	390.00
		Clmt. states debris entered his water supply.								
5140070391	Lynch, Kay	08/29/2014			GL-Property	Closed	UTILITIES	Audrey Downing		
		Clmt. states that debris entered her water line.								
5140069527	Watts, Kenna	07/08/2014		07/11/2014	GL-Property	Closed	UTILITIES	Audrey Downing		
		Clmt. incurred an invoice from a plumber due to a water leak on the city's side.								
5140072132	Reid, Cindy	01/28/2015		01/29/2015	GL-Property	Closed	UTILITIES	Charles Hines	0.00	0.00
		Clmt states that they have damage to their water lines								
5140072132	Hollar, Gwyn	01/28/2015		01/29/2015	GL-Property	Closed	UTILITIES	Charles Hines	165.00	165.00
		Clmt states that they have damage to their water lines								
5140072115	Ware, Gail	01/28/2015		01/29/2015	GL-Property	Closed	UTILITIES	Charles Hines		
		Clmt states that she has no hot water because of work that was								
5140072132	Covington, Colleen	01/28/2015		01/29/2015	GL-Property	Closed	UTILITIES	Charles Hines	4,095.00	4,095.00
		Clmt states that they have damage to their water lines								

Claim Number	Claimant	Incident	Ins Reported	Incident Reported	Type	Status	Organization	Examiner	Paid	Incurred
5140072132	MLK Partners II,	01/28/2015		01/29/2015	GL-Property	Closed	UTILITIES	Charles Hines	6,838.95	6,838.95
		Clmt states that they have damage to their water lines								
5140071655	Burgin, Lee	12/08/2014		12/11/2014	GL-Property	Closed	UTILITIES	Charles Hines		
		Water leak caused damage to clmt's property.								
5140071375	Brame, Chris	11/18/2014		11/18/2014	GL-Property	Closed	UTILITIES	Charles Hines	338.59	338.59
		Clmnt says water turned off while winterizing								
5140070360	Simply Sonji Hair	08/27/2014		09/04/2014	GL-Property	Closed	UTILITIES	Charles Hines		
		Clmt. states water was turned on and flooded her business.								
5140070470	Hope, John	09/09/2014		09/11/2014	GL-Property	Closed	UTILITIES	Charles Hines		
		Clmt. states there was a "brown out" at her property.								
5140070850	Harris, Jean	10/08/2014		10/09/2014	GL-Bodily Injury	Closed	UTILITIES	Charles Hines		
		Clmt. states that she stepped on a water meter and injured her ankle.								
5140074115	Knight, Kevin	06/29/2015		07/06/2015	GL-Property	Closed	UTILITIES	Chris MacKay	0.00	0.00
		Clmt states the city changed his water meter and caused								
5140072559	Lawyer's Building	02/22/2015		03/05/2015	GL-Property	Open	UTILITIES	Michael Bryant	41,503.67	400,000.00
		Clmt. states that valve will not close to the fire service meter.								
5140069590	Jarillo, Claudia	07/14/2014		07/16/2014	AL-Property	Closed	PUBLIC WORKS	Audrey Downing	608.35	608.35
		IV passed clmt's veh and struck clmt's mirror.								
5140069962	Master	07/22/2014		08/07/2014	GL-Sewer Back-up	Closed	PUBLIC WORKS	Audrey Downing	753.60	753.60
		Sewer back-up.								
5140073438	Stapleton, Garrett	05/07/2015		05/14/2015	GL-Property	Closed	PUBLIC WORKS	Audrey Downing	75.00	75.00
		Clmt. states water lines were being repaired it caused water to be dirty and not flow properly.								
5140073608	Benton, Lucy	03/31/2015		05/27/2015	GL-Property	Closed	PUBLIC WORKS	Audrey Downing		
		Clmt. states City changed her water meter and now she doesn't have any water pressure.								
5140071452	Tapper, Morgan	11/22/2014		11/25/2014	GL-Sewer Back-up	Closed	PUBLIC WORKS	Charles Hines		
		Sewer back-up.								
5140073604	Thompson, Mary	05/26/2015		05/27/2015	GL-Bodily Injury	Closed	PUBLIC WORKS	Charles Hines		
		Clmt. states that she fell while walking across the yard on								
5140074237	MacKey, Natalie	06/19/2015		07/13/2015	GL-Water Damage	Closed	PUBLIC WORKS	Charles Hines	2,394.20	2,394.20
		Clmt alleges that because of the City's water leak her wall has seperated from her house, causing her gate not to open.								
5140073747	Carter, Lisa	05/14/2015		06/08/2015	GL-Sewer Back-up	Closed	PUBLIC WORKS	Charles Hines		
		Clmt. states that damage to her pipes becaue of the City caused flooding.								
5140074710	Howard, Mildred	03/27/2015		08/13/2015	GL-Property	Closed	PUBLIC WORKS	Charles Hines	450.00	450.00
		City's water main burst and it caused debris to enter their water line.								
5140072529	Davis, Robby	03/03/2015		03/04/2015	GL-Sewer Back-up	Closed	PUBLIC WORKS	Charles Hines	26,530.59	26,530.59
		Sewer back up in house.								

Claim Number	Claimant	Incident	Ins Reported	Incident Reported	Type	Status	Organization	Examiner	Paid	Incurred
5140072529	Massey, Mick	03/03/2015		03/04/2015	GL-Sewer Back-up	Closed	PUBLIC WORKS	Charles Hines	1,899.07	1,899.07
		Sewer back up in house.								
5140072529	Wells, Homori	03/03/2015		03/04/2015	GL-Sewer Back-up	Closed	PUBLIC WORKS	Charles Hines	95.00	95.00
		Sewer back up in house.								
5140072529	Stebbins, Ed	03/03/2015		03/04/2015	GL-Sewer Back-up	Closed	PUBLIC WORKS	Charles Hines		
		Sewer back up in house.								
5140072529	Cox, Christopher	03/03/2015		03/04/2015	GL-Sewer Back-up	Closed	PUBLIC WORKS	Charles Hines	45,413.72	45,413.72
		Sewer back up in house.								
5140072529	Hope, Marjorie	03/03/2015		03/04/2015	GL-Sewer Back-up	Closed	PUBLIC WORKS	Charles Hines	118.00	118.00
		Sewer back up in house.								
5140073410	Summey, Jessica	05/03/2015		05/12/2015	GL-Sewer Back-up	Closed	PUBLIC WORKS	Charles Hines		
		Sewer back-up.								
5140073415	Hoffman, Ann	05/12/2015		05/13/2015	GL-Sewer Back-up	Closed	PUBLIC WORKS	Charles Hines	1,899.07	1,899.07
		Sewer back-up.								
5140072081	Nickson, Jamon	01/25/2015		01/26/2015	GL-Sewer Back-up	Closed	PUBLIC WORKS	Charles Hines	334.00	334.00
		Sewer back-up.								
5140071872	Robinson, Emily	12/31/2014		01/05/2015	GL-Sewer Back-up	Closed	PUBLIC WORKS	Charles Hines	2,399.66	2,399.66
		Clmt alleges there was a sewer backup at her residence.								
5140071032	Johnson, Ryan	09/12/2014		10/22/2014	GL-Sewer Back-up	Closed	PUBLIC WORKS	Charles Hines		
		Clmt. states they have been having plumbing problems for a								
5140071846	Herring, Tonya	12/29/2014		01/02/2015	GL-Sewer Back-up	Closed	PUBLIC WORKS	Charles Hines		
		Sewer back-up.								
5140072529	Clemmer, Marrisa	03/03/2015		03/04/2015	GL-Sewer Back-up	Closed	PUBLIC WORKS	Charles Hines	10,415.80	10,415.80
		Sewer back up in house.								
5140071871	Hill, Rachel	12/12/2014		01/05/2015	GL-Property	Closed	PUBLIC WORKS	Charles Hines	1,048.00	1,048.00
		Clmt alleges her water was turned off for a meter to be fixed. Tech turned water back on causing a flood in clmt's basement.								
5140070092	King, Leslie	08/15/2014		08/15/2014	GL-Sewer Back-up	Closed	PUBLIC WORKS	Michael Bryant	150.00	150.00
		Sewer back-up.								
						Fiscal Year Desc Total: 110			**253,154.83**	**1,007,550.98**
Fiscal Year Desc: 2015										
5150078477	Williams, Gloria	05/23/2016		06/09/2016	AL-Property	Closed	ADMINISTRATION	Chris MacKay	2,987.28	2,987.28
		City veh was attempting to make a left turn and collided with clmt's veh.								
5150077473	Proctor, Jan	03/15/2016		03/23/2016	EL-Employment	Open	ADMINISTRATION	Michael Bryant	14,178.50	60,000.00
		EEOC, clmt alleges violation of civil right and age discrimination								
5150078186	Rhyne, Michael	05/09/2016		05/17/2016	EL-Employment	Closed	ADMINISTRATION	Michael Bryant	7,112.50	7,112.50
		EE alleges hostile work environment and discrimination based on race.								

Claim Number	Claimant	Incident	Ins Reported	Incident Reported	Type	Status	Organization	Examiner	Paid	Incurred
5150080204	Ledbetter, Phyllis	11/02/2015			GL-Property	Closed	COMMUNITY	Charles Hines		
		Clmt. states she has been receiving high water bills due to a water leak.								
5150076318	Wilson, Elizabeth	12/18/2015		12/22/2015	GL-Property	Closed	UTILITIES	Charles Hines		
		Clmt. states there was a power surge and caused damage to a lot of items.								
5150077150	Davis, Susan	02/28/2016		02/29/2016	GL-Electrical Surge	Closed	UTILITIES	Audrey Downing		
		Clmt. states power surge caused damage to her property.								
5150077150	Waller, Rose &	02/28/2016		02/29/2016	GL-Electrical Surge	Closed	UTILITIES	Audrey Downing		
		Clmt. states power surge caused damage to her property.								
5150075447	P.S.N.C. Energy	09/09/2015		10/07/2015	GL-Property	Closed	UTILITIES	Audrey Downing	4,522.63	4,522.63
		Clmt (PSNC) states that the city hit a line of theirs.								
5150076707	Huffman, Michael	01/26/2016		01/27/2016	GL-Property	Closed	UTILITIES	Audrey Downing		
		Employee's veh. was parked on ice and slid into other employee's veh.								
5150076707	Carithers, Darby	01/26/2016		01/27/2016	GL-Property	Closed	UTILITIES	Audrey Downing		
		Employee's veh. was parked on ice and slid into other employee's veh.								
5150078400	Corwin, Svetlana	05/21/2016		06/02/2016	GL-Electrical Surge	Closed	UTILITIES	Charlotte Martin		
		A transformed exploded and caused damage to clmt's property.								
5150075261	Scoggins, William	09/19/2015		09/24/2015	GL-Electrical Surge	Closed	UTILITIES	Charlotte Martin		
		Clmt states that he had a power surge on his property								
5150074716	Vargas, Roselia	08/06/2015		08/14/2015	GL-Property	Closed	UTILITIES	Charlotte Martin	0.00	0.00
		Clmt. states that a light pole fell on her vehicle.								
5150076199	Miller Pipeline LLC	12/07/2015		12/11/2015	AL-Property	Closed	FIRE	Audrey Downing	374.31	374.31
		City veh collided with the mirror of clmt's veh.								
5150077022	Warren, Deborah	12/30/2015		02/18/2016	GL-Property	Closed	FIRE	Charles Hines	650.00	650.00
		COG Fire department cut a retaining wall.								
5150078118	Robinson &	05/10/2016		05/12/2016	PO-Public Officials	Closed	ADMINISTRATION	Michael Bryant		
		Clmt alleges Intellectual Property Rights.								
5150078725	Deputy, Mary	06/06/2016		06/27/2016	GL-Bodily Injury	Closed	PARKS &	Charles Hines		
		Clmt. tripped and fell on the bridge.								
5150075262	Rose, Edith	09/24/2015		09/24/2015	AL-Bodily	Closed	PARKS &	Charlotte Martin	9,114.51	9,114.51
		City veh backed into clmt's veh.								
5150075927	Jefferies, Mary	11/11/2015		11/16/2015	AL-Property	Closed	POLICE	Audrey Downing	629.40	629.40
		city veh rear-ended clmt's veh.								
5150075927	Jefferies, Teresa	11/11/2015		11/16/2015	AL-Bodily Injury	Closed	POLICE	Audrey Downing	0.00	0.00
		city veh rear-ended clmt's veh.								
5150076187	Burgess, Ronald	12/04/2015		12/10/2015	AL-Bodily	Open	POLICE	Audrey Downing	7,805.00	9,905.00
		IV rear-ended clmt's veh.								

Claim Number	Claimant	Injury	Emp.Knowledge	Adj. Loc. Recd.	Type	Status	Organization	Examiner	Paid	Incurred
5150074557	Capel, Jewell	08/03/2015		08/04/2015	AL-Property	Closed	POLICE	Audrey Downing	11,144.34	11,144.34
		City veh collided with clmt's veh.								
5150077864	Hughes, Jack	04/15/2016		04/22/2016	EL-Employment	Open	POLICE	Michael Bryant	0.00	25,000.00
		Potential employment claim.								
5150078334	Luoto, David	04/09/2016		05/27/2016	GL-Property	Closed	POLICE	Charlotte Martin	1,595.48	1,595.48
		Metal gate struck clmt's veh.								
5150074398	Hyde, Lisa Costner	07/01/2015		07/23/2015	AL-Property	Closed	PUBLIC WORKS	Charlotte Martin	2,015.95	2,015.95
		IV struck OV while backing out of a parking space.								
5150076760	Warren, Mike	01/28/2016		02/01/2016	AL-Property	Closed	PUBLIC WORKS	Charles Hines	357.61	357.61
		Clmt. states City veh backed into bender and pushed it into clmt's truck.								
5150078701	Coronado, Erico	06/20/2016		06/23/2016	AL-Property	Closed	PUBLIC WORKS	Audrey Downing	2,895.62	2,895.62
		City veh struck clmt's parked veh.								
5150077551	Brice, Rodney	10/01/2015		03/30/2016	EL-Employment	Closed	PUBLIC WORKS	Michael Bryant	67.50	67.50
		EEOC Complaint								
5150075108	Dreher, Debbie	09/04/2015		09/14/2015	AL-Property	Closed	PARKS &	Audrey Downing	2,281.69	2,281.69
		City veh backed into clmt's veh.								
5150075108	Skelton, Bobby	09/04/2015			AL-Bodily Injury	Closed	PARKS &	Audrey Downing	0.00	0.00
		City veh backed into clmt's veh.								
5150077125	McLean, Carlos	02/25/2016		02/25/2016	GL-Property	Closed	PARKS &	Audrey Downing		
		Tree fell on clmt's rental property.								
5150078036	Hagle, Andrew	05/04/2016		05/05/2016	AL-Property	Closed	PUBLIC WORKS	Audrey Downing	1,323.12	1,323.12
		City veh struck clmt's parked veh.								
5150077032	Cable, Mary	02/18/2016		02/18/2016	AL-Property	Closed	PUBLIC WORKS	Audrey Downing	923.69	923.69
		City veh. backed into clmt's parked veh.								
5150075682	Sunoco Recycling	10/19/2015		10/26/2015	AL-Property	Closed	PUBLIC WORKS	Audrey Downing	500.24	500.24
		City veh struck clmt's post.								
5150074463	Holder, Melissa	07/08/2015		07/28/2015	AL-Property	Closed	PUBLIC WORKS	Audrey Downing		
		Clmt. states that her mailbox was struck by a city truck/recycling company.								
5150078268	McGill, Malika	05/16/2016		05/23/2016	GL-Property	Closed	PUBLIC WORKS	Audrey Downing	566.42	566.42
		Claimant states she got white paint on vehicle and driveway.								
5150075230	Williams, Shane	09/22/2015		09/22/2015	GL-Property	Closed	PUBLIC WORKS	Charles Hines		
		Clmt. states he struck a trash can.								
5150076622	Purvis, Lisa	01/21/2016		01/21/2016	GL-Sewer Back-up	Closed	UTILITIES	Charles Hines		
		Sewer back-up.								
5150077512	El Pirul, Taqueria	03/18/2016		03/28/2016	GL-Sewer Back-up	Closed	UTILITIES	Charles Hines		
		Clmt states there was a sewage blockage causing a sewer back up into business.								

Claim Number	Claimant	Injury	Emp.Knowledge	Adj. Loc. Recd.	Type	Status	Organization	Examiner	Paid	Incurred
5150075487	Purcell, Kevin	10/09/2015		10/09/2015	AL-Property	Closed	PUBLIC WORKS	Charles Hines	4,526.77	4,526.77
		Clmt alleges the IV hit his vehicle while parking.								
5150077567	Davenport, Daniel	03/30/2016		03/31/2016	AL-Property	Closed	PUBLIC WORKS	Audrey Downing	257.24	257.24
		Rock flew off City truck and struck clmt's windshield.								
5150077981	Williams, Janet	04/24/2016		05/03/2016	GL-	Closed	PUBLIC WORKS	Audrey Downing		
		Clmt. struck a manhole and caused damage to veh.								
5150078278	Ledbetter, Phyllis	05/16/2016		05/23/2016	GL-Property	Closed	PUBLIC WORKS	Audrey Downing		
		Clmt. states lawn mower damaged due to storm drainage system.								
5150078573	Simmons, Ashley	06/16/2016		06/17/2016	GL-	Closed	PUBLIC WORKS	Audrey Downing		
		Clmt alleges she struck a hole in roadway causing damage to her vehicle								
5150078574	Sanders, Antawan	06/05/2016		06/17/2016	GL-	Closed	PUBLIC WORKS	Audrey Downing		
		Clmt alleges he struck a hole in roadway causing damage to his vehicle								
5150075672	McCaskill,	10/23/2015		10/23/2015	GL-Bodily Injury	Closed	PUBLIC WORKS	Charles Hines		
		Clmt. states she stepped on water meter lid and injured her leg.								
5150076658	Rimmer, Kristen	01/23/2016		01/25/2016	GL-Property	Closed	PUBLIC WORKS	Charles Hines		
		Clmt. struck pile of snow and ice and caused damage to veh.								
5150076675	Bush, Roy	01/22/2016		01/26/2016	GL-Property	Closed	PUBLIC WORKS	Charles Hines		
		Clmt. states floor of his garage was damaged due to salt slag mixture.								
5150077683	Jones, Connie	03/29/2016		04/11/2016	GL-Bodily Injury	Closed	PUBLIC WORKS	Charles Hines		
		Clmt. tripped on a piece of broken concrete and fell on sidewalk.								
5150074416	Thomason, James	07/24/2015		07/24/2015	GL-	Closed	PUBLIC WORKS	Charles Hines		
		Clmt alleges he fell in an uncovered water meter while putting his recycling on the curb.								
5150074464	Neal, Emmie	07/01/2015		07/28/2015	GL-Bodily Injury	Closed	PUBLIC WORKS	Charles Hines		
		Clmt. states that she slipped and fell on the sidewalk in front of the courthouse.								
5150074844	Morgan, Billy	08/23/2015		08/24/2015	GL-	Closed	PUBLIC WORKS	Audrey Downing		
		Clmt. struck a manhole cover that had flipped over.								
5150074924	Stanley, Timothy	08/25/2015		08/28/2015	GL-	Closed	PUBLIC WORKS	Charlotte Martin		
		Clmt. struck a pot hole and it damaged his veh.								
5150075277	Sanders,	09/25/2015		09/25/2015	GL-	Closed	PUBLIC WORKS	Charlotte Martin	375.12	375.12
		Clmt. hit a pothole and damaged veh.								
5150075277	Lowrimore, Carla	09/25/2015		09/25/2015	GL-	Closed	PUBLIC WORKS	Charlotte Martin	905.55	905.55
		Clmt. hit a pothole and damaged veh.								
5150075277	Leach, Leroy	09/25/2015		09/25/2015	GL-	Closed	PUBLIC WORKS	Charlotte Martin	1,224.87	1,224.87
		Clmt. hit a pothole and damaged veh.								
5150075277	Lipe, John	09/25/2015		09/25/2015	GL-	Closed	PUBLIC WORKS	Charlotte Martin	271.15	271.15
		Clmt. hit a pothole and damaged veh.								

Claim Number	Claimant	Incident	Ins Reported	Incident Reported	Type	Status	Organization	Examiner	Paid	Incurred
5150075277	Deaton, Dorothy	09/25/2015		09/25/2015	GL-Property	Closed	PUBLIC WORKS	Charlotte Martin	810.17	810.17
		Clmt. hit a pothole and damaged veh.								
5150077496	Farmer, Frankie	03/15/2016		03/24/2016	GL-	Closed	PUBLIC WORKS	Charlotte Martin		
		Clmt. struck a pot hole and caused damage to veh.								
5150077614	Yelton, James	01/08/2016		04/05/2016	GL-Incident Only	Closed	PUBLIC WORKS	Willie Wilson		
		Storm water runoff caused damage to clmt's property.								
5150076382	Dockery, Jonathan	12/30/2015		12/31/2015	GL-	Closed	PUBLIC WORKS	Chris MacKay		
		Clmt. ran over an uncovered manhole.								
5150077620	Franks, Marvin	04/04/2016		04/05/2016	AL-Property	Closed	TRANSPORTATIO	Audrey Downing	105.00	105.00
		Bus made a right turn and struck clmt's veh.								
5150077620	Adams, Jamonie	04/04/2016		04/22/2016	AL-Bodily Injury	Open	TRANSPORTATIO	Audrey Downing	0.00	11,000.00
		Bus made a right turn and struck clmt's veh.								
5150077620	Ballard, Eric	04/04/2016		09/07/2016	AL-Bodily Injury	Open	TRANSPORTATIO	Audrey Downing	0.00	1,000.00
		Bus made a right turn and struck clmt's veh.								
5150074884	Crawford, Vernon	07/03/2015		08/26/2015	AL-Bodily Injury	Closed	TRANSPORTATIO	Charles Hines	0.00	0.00
		Clmt alleges she was attempting to board a city bus when the door closed on her arm.								
5150077620	Woodbury, James	04/04/2016			AL-Bodily Injury	Open	TRANSPORTATIO	Audrey Downing		
		Bus made a right turn and struck clmt's veh.								
5150077212	Littlejohn, Amira	02/23/2016		03/02/2016	GL-Bodily Injury	Closed	TRANSPORTATIO	Audrey Downing	673.00	673.00
		Bus struck a hole in road and clmt. hit her knee on the seat.								
5150077270	King, Jamile	03/04/2016		03/08/2016	GL-Property	Closed	UTILITIES	Audrey Downing		
		Clmt. states water was turned off and turned back on and caused damage to property.								
5150078302	Stone, Sandra	05/16/2016		05/24/2016	GL-Property	Closed	UTILITIES	Audrey Downing	800.63	800.63
		Clmt. has a broken sewer tap.								
5150075093	Barlowe, Cara	09/02/2015		09/11/2015	GL-Bodily Injury	Closed	UTILITIES	Charles Hines	880.90	880.90
		Clmt. fell into the water meter.								
5150075284	Lynn, Mike	09/16/2015		09/25/2015	GL-Property	Closed	UTILITIES	Charles Hines	2,653.52	2,653.52
		Owner states that we flooded his kitchen by turning water on								
5150078335	Chen, Susan	05/23/2016		05/27/2016	GL-Property	Closed	UTILITIES	Charles Hines	0.00	0.00
		Clmt. states water was turned off for several hours and caused damage to sprinkler system.								
5150078362	Leazer, Chris	05/22/2016		05/24/2016	GL-Property	Closed	UTILITIES	Charles Hines		
		Clmt. states there was no water to pump so it burned the pump up.								
5150075664	King, Bradley	10/09/2015		10/22/2015	GL-Property	Closed	UTILITIES	Charles Hines		
		Clmt. states that the city repaired a water line and it								
5150076498	Warren, Jeff	01/10/2016		01/11/2016	GL-Property	Closed	UTILITIES	Charles Hines		
		Clmt. states that he had a water leak at his water meter.								

Claim Number	Claimant	Incident	Ins Reported	Incident Reported	Type	Status	Organization	Examiner	Paid	Incurred
5150074745	Jones, Shim	08/05/2015		08/17/2015	GL-Property	Closed	UTILITIES	Audrey Downing	175.00	175.00
		Clmt. states that the city changed out the water meter and it								
5150075732	Caldwell, Mike	09/23/2015		10/29/2015	GL-Property	Closed	UTILITIES	Audrey Downing	120.00	120.00
		Clmt. filed claim for plumber bill reimbursement.								
5150075820	Nigro, Kurtis	10/23/2015		11/06/2015	GL-Property	Closed	UTILITIES	Audrey Downing	95.00	95.00
		Clmt states that he has a water leak that they city needs								
5150075135	Setzer, Linda	09/14/2015		09/15/2015	GL-Property	Closed	UTILITIES	Audrey Downing	75.00	75.00
		Clmt. states water pressure caused damage to property.								
5150075173	Troll, William Jr	09/16/2015		09/17/2015	GL-Property	Closed	UTILITIES	Audrey Downing		
		Claimant states there was a power surge at his apt that damaged his tv, printer, humidifier, and fan.								
5150075446	Perkins, Cortney	10/02/2015		10/07/2015	AL-Bodily	Closed	PUBLIC WORKS	Charles Hines	5,319.25	5,319.25
		City veh slid into clmt's veh pushing clmt's veh into another veh.								
5150075446	Dellinger, Jessica	10/02/2015		10/07/2015	AL-Bodily Injury	Closed	PUBLIC WORKS	Charles Hines	2,665.80	2,665.80
		City veh slid into clmt's veh pushing clmt's veh into another veh.								
5150075446	Adkins, Stephen	10/02/2015		10/07/2015	AL-Bodily	Closed	PUBLIC WORKS	Charles Hines	1,325.00	1,325.00
		City veh slid into clmt's veh pushing clmt's veh into another veh.								
5150075483	Little, Marsha	10/07/2015		10/09/2015	GL-Bodily Injury	Closed	PUBLIC WORKS	Charles Hines	1,372.25	1,372.25
		Clmt alleges she fell in a water meter box.								
5150074315	Linden, Dawn	07/08/2015		07/17/2015	GL-Sewer Back-up	Closed	PUBLIC WORKS	Charles Hines		
		Sewer back-up.								
5150076584	Tomberlin, Kathy	12/08/2015		01/19/2016	GL-Property	Closed	PUBLIC WORKS	Charles Hines		
		Clmt's basement flooded.								
5150076323	Short, Ann	12/02/2015		12/23/2015	GL-Sewer Back-up	Closed	PUBLIC WORKS	Charles Hines		
		Sewer back-up.								
5150076381	Powers, Rick	12/30/2015		12/30/2015	GL-Property	Closed	PUBLIC WORKS	Charles Hines	0.00	0.00
		Water caused damage to clmt's property.								
5150075671	Money, Deanna	08/13/2015		10/23/2015	GL-Sewer Back-up	Closed	PUBLIC WORKS	Charles Hines	0.00	0.00
		Clmt. states there was sewer back up at rental property.								
5150076679	Norville, Julianna	01/25/2016		01/26/2016	GL-Sewer Back-up	Closed	PUBLIC WORKS	Charles Hines		
		Sewer back-up.								
5150076890	Furr, Anne	02/02/2016		02/09/2016	GL-Sewer Back-up	Closed	PUBLIC WORKS	Charles Hines		
		Sewer back-up.								
5150077492	Fry, Tamara	03/19/2016		03/24/2016	GL-Sewer Back-up	Closed	PUBLIC WORKS	Charles Hines	2,706.28	2,706.28
		Sewer back-up.								
5150077497	Duke Wellman	02/02/2016		03/24/2016	GL-Sewer Back-up	Closed	PUBLIC WORKS	Charles Hines		
		Sewer back-up.								

Claim Number	Claimant	Incident	Ins Reported	Incident Reported	Type	Status	Organization	Examiner	Paid	Incurred
5150078609	Duckworth, Ida	05/15/2016		06/20/2016	GL-Property	Closed	PUBLIC WORKS	Charles Hines		
		Clmt. states storm water caused damage to her property.								
5150077760	McGraw, Rosie &	04/15/2016		04/18/2016	GL-Sewer Back-up	Closed	PUBLIC WORKS	Charles Hines	0.00	0.00
		Sewer back-up.								
5150077845	Bimbo Bakery	04/18/2016		04/21/2016	GL-Water Damage	Closed	PUBLIC WORKS	Charles Hines		
		Water line break, loss of 500 loaves of bread that were being made at Bimbo Bakery.								
5150078609	Montgomery,	05/15/2016		06/20/2016	GL-Property	Closed	PUBLIC WORKS	Charles Hines		
		Clmt. states storm water caused damage to her property.								
5150078539	Stevenson, Curtis	06/10/2016		06/14/2016	GL-Property	Closed	PUBLIC WORKS	Audrey Downing		
		Clmt. states mud and silt caused damage to his pressure reducer valve.								
5150077185	Kiehl, Edward	02/28/2016		03/01/2016	GL-Property	Closed	PUBLIC WORKS	Audrey Downing		
		Tree fell onto clmt's property.								
5150077151	Deal, Patricia	02/15/2016		02/26/2016	GL-Property	Closed	PUBLIC WORKS	Audrey Downing	0.00	0.00
		Clmt. states that there was a water leak in her yard.								
5150074912	Industrial	07/31/2015		08/28/2015	GL-Sewer Back-up	Closed	PUBLIC WORKS	Chris MacKay	850.00	850.00
		Clmt. states that his sewer line was damaged by the City.								
5150075363	Ross, Stephanie	09/26/2015		10/01/2015	GL-Sewer Back-up	Closed	PUBLIC WORKS	Michael Bryant		
		Sewer back-up.								
5150077033	Shannon, Melinda	02/15/2016		02/18/2016	GL-Sewer Back-up	Closed	PUBLIC WORKS	Michael Bryant		
		Clmt. states that she had 2 sewer back ups.								
						Fiscal Year Desc Total: 103			**99,233.29**	**184,154.79**
Fiscal Year Desc: 2016										
5160079468	Morgan, Melissa	08/05/2016		08/15/2016	EL-Employment	Closed	ADMINISTRATION	Michael Bryant		
		Clmt alleges hostile work environment								
5160080705	Ryan, Kyle	09/16/2016			GL-Bodily Injury	Closed	PUBLIC WORKS	Charles Hines	150.00	150.00
		Clmt. was injured while performing contract services for the City.								
5160080884	East Coast Sports	11/05/2016			GL-Electrical Surge	Closed	UTILITIES	Charles Hines		
		Clmt. lost power and printer no longer working properly.								
5160080346	Precision Tune	08/27/2016			GL-Property	Open	UTILITIES	Charles Hines		
		City power line fell across sign.								
5160079569	Davis, Reggie	08/18/2016		08/19/2016	PO-Public Officials	Open	ADMINISTRATION	Michael Bryant		
		Actions against clm for slanderous, libelous statements about the City's treatment of Jan Proctor without inhibiting his first amendment rights for free speech.								
5160080581	Adams, Russell	10/17/2016		10/24/2016	GL-Incident Only	Closed	PARKS &	Willie Wilson		
		Clmt was at Bradley Community playing pickle ball He felt sick to stomach and then passed out CPR was performed and apparently Clmt passed at the hospital								
5160080911	Massey, Thelma	11/12/2016		11/14/2016	AL-Property	Closed	POLICE	Audrey Downing	5,123.40	5,123.40
		City veh backed into clmt's veh.								

Claim Number	Claimant	Injury	Emp.Knowledge	Adj. Loc. Recd.	Type	Status	Organization	Examiner	Paid	Incurred
5160080530	Dyer, Susan	10/03/2016		10/21/2016	LE-Law	Open	POLICE	Michael Bryant		
		Clmt alleges police have hacked her computer and are following her								
5160080072	Patterson, Estate	07/23/2016		09/23/2016	LE-Law	Open	POLICE	Charles Hines		
		Fatality in wreck after a reported larceny at Target								
5160079581	Rush, Bill	08/18/2016			GL-Bodily Injury	Closed	PUBLIC WORKS	Charles Hines		
		Clmt. stepped and fell into a meter box scraping his leg.								
5160080504	English, William	10/19/2016		10/20/2016	AL-Bodily	Open	PUBLIC WORKS	Audrey Downing	6,059.63	8,115.00
		City veh merged into the inside lane and collided with clmt's veh.								
5160079297	Scarborough,	08/02/2016		08/02/2016	AL-Property	Closed	PUBLIC WORKS	Audrey Downing		
		City veh. struck clmt's veh.								
5160079663	First United	08/25/2016		08/25/2016	AL-Property	Closed	UTILITIES	Charles Hines	1,144.20	1,144.20
		Gate and fence on campus was damaged when utilities crews were working in alley between buildings on main street and Wesley Center								
5160081709	Randolph, Amber	01/07/2017			GL-Bodily Injury	Open	PUBLIC WORKS	Charles Hines		
		Clmt. fell into an open manhole and sustained injuries.								
5160080949	Bryce, Doris	11/12/2016			GL-Bodily Injury	Closed	PUBLIC WORKS	Charles Hines		
		Clmt. stepped on a water meter lid.								
5160080670	Suggs, William	10/18/2016			GL-Bodily Injury	Closed	PUBLIC WORKS	Charles Hines		
		Clmt. stepped into a pothole and twisted his ankle.								
5160081359	Maltba, Bobby	12/10/2016			GL-	Closed	PUBLIC WORKS	Charlotte Martin	1,058.90	1,058.90
		Clmt. struck a pot hole and caused damage to vehicle.								
5160080102	Boylston, Daniel	08/27/2016			GL-Property	Closed	PUBLIC WORKS	Audrey Downing		
		Tree fell down across clmt's veh.								
5160080347	Curry, Sheneeka	10/12/2016			GL-Property	Closed	PUBLIC WORKS	Audrey Downing		
		Clmt. struck a storm drain and damaged her veh.								
5160078992	Calder, Barbara	07/08/2016		07/13/2016	GL-Property	Closed	PUBLIC WORKS	Audrey Downing		
		Tree fell onto clmt's fence.								
5160079389	Gastonia, City of	07/20/2016		08/09/2016	AF-collision-heavy	Open	TRANSPORTATIO	Audrey Downing	1,045.00	1,045.00
		Clmt. veh passed the bus as it was turning and collided into bus.								
5160079200	Warner, Larry	07/20/2016		07/27/2016	AL-Property	Closed	TRANSPORTATIO	Charlotte Martin	6,725.20	6,725.20
		Clmt. veh passed the bus as it was turning and collided into bus.								
5160079200	Bradley, Cynthia	07/20/2016		07/27/2016	AL-Bodily Injury	Closed	TRANSPORTATIO	Charlotte Martin	0.00	0.00
		Clmt. veh passed the bus as it was turning and collided into bus.								
5160079200	Warner, Larry	07/20/2016		07/27/2016	AL-Bodily	Open	TRANSPORTATIO	Charlotte Martin	4,115.00	7,615.00
		Clmt. veh passed the bus as it was turning and collided into bus.								
5160080771	Clark, Kimberly	10/19/2016		11/03/2016	AL-Bodily Injury	Closed	TRANSPORTATIO	Charles Hines		
		Bus went around a work zone made a right and collided with clmt.								

Claim Number	Claimant	Injury	Emp.Knowledge	Adj. Loc. Recd.	Type	Status	Organization	Examiner	Paid	Incurred
5160080771	Clark, Larry	10/19/2016		11/04/2016	AL-Property	Closed	TRANSPORTATIO	Charles Hines	550.00	550.00
		Bus went around a work zone made a right and collided with clmt.								
5160080771	Martin, Tabitha	10/19/2016		11/04/2016	AL-Bodily Injury	Open	TRANSPORTATIO	Charles Hines	0.00	2,000.00
		Bus went around a work zone made a right and collided with clmt.								
5160079200	Ansel, James	07/20/2016		07/27/2016	AL-Bodily Injury	Open	TRANSPORTATIO	Charlotte Martin	0.00	3,500.00
		Clmt. veh passed the bus as it was turning and collided into bus.								
5160080684	Wright, Sovara	10/28/2016		10/31/2016	EL-Employment	Open	TRANSPORTATIO	Charles Hines	315.00	5,000.00
		ADA								
5160081087	Taylor, Wanda	11/10/2016			GL-Property	Closed	UTILITIES	Charles Hines		
		Water flooded inside of clmt's house.								
5160079617	Poteat, Thomas	08/14/2016			GL-Property	Closed	UTILITIES	Charles Hines	208.17	208.17
		Water leak caused damage to clmt's property.								
5160079199	Deal, David	07/25/2016		07/27/2016	GL-Property	Closed	UTILITIES	Charles Hines	6,626.01	6,626.01
		Water caused damage to clmt's home.								
5160079561	Newman, Wade	08/15/2016			GL-Property	Closed	UTILITIES	Charles Hines		
		Water line broke and caused a sinkhole.								
5160080348	Hanna, Chris	10/11/2016			GL-Sewer Back-up	Closed	PUBLIC WORKS	Charles Hines		
		Sewer back-up.								
5160080086	Price, Andy	08/31/2016			GL-Property	Closed	PUBLIC WORKS	Charles Hines	2,678.00	2,678.00
		Water flooded clmt's garage.								
5160081089	Nulf, James	11/13/2016			GL-Sewer Back-up	Closed	PUBLIC WORKS	Charles Hines		
		Sewer backup.								
5160081290	Crane, Claude	12/12/2016			GL-Sewer Back-up	Closed	PUBLIC WORKS	Charles Hines	0.00	0.00
		Sewer backup.								
5160080894	Bost, Frances	11/10/2016			GL-Property	Closed	PUBLIC WORKS	Charles Hines	0.00	0.00
		Water line break and caused damage to clmt's property.								
5160080896	Bridges, Tabitha	11/10/2016			GL-Property	Closed	PUBLIC WORKS	Charles Hines		
		Water was cut off due to working on a line.								
5160080673	Wright Fair Realtor	10/20/2016			GL-Sewer Back-up	Closed	PUBLIC WORKS	Charles Hines	365.00	365.00
		Sewer backup.								
5160080673	Custis, Leatrice	10/20/2016			GL-Sewer Back-up	Closed	PUBLIC WORKS	Charles Hines	600.00	600.00
		Sewer backup.								
5160081157	Bowman, Clyde	11/27/2016			GL-Incident Only	Closed	PUBLIC WORKS	Charles Hines		
		Clmt's refrigerator water dispenser and ice maker no working due to water turned off.								
5160081705	Jones, Rick	01/06/2017			GL-Sewer Back-up	Open	PUBLIC WORKS	Charles Hines		
		Sewer backup.								

Claim Number	Claimant	Incident	Ins Reported	Incident Reported	Type	Status	Organization	Examiner	Paid	Incurred
5160081772	Palmeri, Michael	01/20/2017			GL-Property	Open	PUBLIC WORKS	Charles Hines		
		Storm water caused damage to clmt's property.								
5160081705	Smith, Ernest	01/06/2017			GL-Sewer Back-up	Open	PUBLIC WORKS	Charles Hines		
		Sewer backup.								
5160078973	Burke, Cathy	07/11/2016		07/12/2016	GL-Sewer Back-up	Closed	PUBLIC WORKS	Michael Bryant		
		Sewer back-up.								
5160078973	Stophel, Crystal	07/11/2016		07/12/2016	GL-Sewer Back-up	Closed	PUBLIC WORKS	Michael Bryant		
		Sewer back-up.								
						Fiscal Year Desc Total:	**47**		**36,763.51**	**52,503.88**
						Insured Name1 Total:	**781**		**2,481,787.17**	**3,379,321.14**
						Grand Total:	**781**		**2,481,787.17**	**3,379,321.14**

Policy Number: 4630217-03

Insured: City of Gastonia

SCHEDULE OF FORMS AND ENDORSEMENTS

Forms and Endorsements applying to and made part of this policy at the time of issuance:

TPRS Package

Form Name	Form Number
SCHEDULE OF FORMS AND ENDORSEMENTS	AG 605 (01-10)
REPORTING CLAIMS TO TPRS	
SIGNATURE PAGE	SIGAIC-0416
PRIVACY NOTICE	PRIVACY NOTICE (04-15)
OFAC - U S TREASURY DEPARTMENT OFFICE OF FOREIGN ASSETS CONTROL	IL P 001 01 04
POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE	NOTICE TRIA AIC 01-15
COMMON POLICY DECLARATIONS RETAINED LIMIT POLICY	ILRLDEC 001 (07-13)
NORTH CAROLINA COMMON POLICY CONDITIONS	AG-IL RL E-001 NC (06-10)
LEAD EXCLUSION	AG-IL-RL E-003 (06-10)
ELECTROMAGNETIC RADIATION EXCLUSION	AG-IL-RL E-004 (06-10)
PUBLIC RISK: TWO OR MORE COVERAGE PARTS OR COVERAGE FORMS	AG-IL-RL E-005 (06-10)
ASBESTOS EXCLUSION	AG-IL-RL E-006 (03-11)
SILICA OR SILICA-RELATED DUST EXCLUSION	AG-IL-RL E-007 (06-10)
NUCLEAR ENERGY LIABILITY EXCLUSION	AG-IL-RL E-010 (06-10)
FUNGI OR BACTERIA EXCLUSION	AG-IL-RL E-012 (06-10)
CONTAMINATION AND DISEASE EXCLUSION	AG-IL-RL E-016 (06-11)
PATHOGENIC OR POISONOUS BIOLOGICAL OR CHEMICAL MATERIALS EXCLUSION	AG-IL-RL E-017 (06-10)
NUCLEAR HAZARD EXCLUSION	AG-IL-RL E-018 (06-10)
EXCLUSION OF CERTIFIED ACTS OF TERRORISM	AG-IL RL E-026 (01-15)
NORTH CAROLINA CHANGES - CANCELLATION AND NONRENEWAL	AG-IL 0269 NC (09-08)
NORTH CAROLINA CHANGES - EXTENDED REPORTING PERIOD	AG IL 2712 NC 05 00
PUBLIC RISK LIABILITY RETAINED LIMIT POLICY DECLARATIONS - CLAIMS-MADE AND/OR OCCURRENCE COVERAGES	RLLIABDEC 002 (07-13)

TPRS General Liability

Form Name	Form Number
PUBLIC RISK GENERAL LIABILITY RETAINED LIMIT COVERAGE FORM – LIMITED REPORTING - LOSS ADJUSTMENT EXPENSES INCLUDED WITHIN RETENTION, OUTSIDE THE LIMITS OF INSURANCE	GLRLIO 002 (04-13)
CEMETERY PROFESSIONAL LIABILITY	AG-GL-RL E-003 (06-10)
SEXUAL ABUSE OR MOLESTATION OCCURRENCE LIABILITY SUBLIMITED COVERAGE	GLRLE 010 (07-13)
WATER PLUS 360 ENDORSEMENT - WATER OPERATIONS COVERAGE ENHANCEMENT - GENERAL LIABILITY	AG-GL-RL WP-02 (08-11)
NOSE COVERAGE PROVISION	AG- GL- RL E- 600 (05-12)
EXCLUSION – CLOSED OR CONDEMNED BRIDGES	AG-GL-RL E-036 (06-10)
EXCLUSION – LAND SUBSIDENCE	AG-GL-RL E-053 (06-10)
DAMAGES TO PREMISES RENTED TO YOU	RLE142-0416

TPRS Public Officials Liability

Form Name	Form Number
PUBLIC OFFICIALS LIABILITY RETAINED LIMIT CLAIMS-MADE COVERAGE FORM – LIMITED REPORTING - LOSS ADJUSTMENT EXPENSES INCLUDED WITHIN RETENTION, OUTSIDE THE LIMIT OF INSURANCE	POCMRLIO 002 (04-13)

Policy Number: 4630217-03

Insured: City of Gastonia

SCHEDULE OF FORMS AND ENDORSEMENTS

Forms and Endorsements applying to and made part of this policy at the time of issuance:

WATERPLUS 360 - WATER OPERATIONS PROFESSIONAL MANAGEMENT LIABILITY	AG-PO RL WP 03 (06-11)

TPRS Employment Practices Liability

Form Name	Form Number
EMPLOYMENT PRACTICES LIABILITY RETAINED LIMIT CLAIMS-MADE COVERAGE FORM – LIMITED REPORTING - LOSS ADJUSTMENT EXPENSES INCLUDED WITHIN RETENTION, OUTSIDE THE LIMIT OF INSURANCE	EPCMRLIO 002 (04-13)

TPRS Law Enforcement Liability

Form Name	Form Number
LAW ENFORCEMENT LIABILITY RETAINED LIMIT OCCURRENCE COVERAGE FORM – LIMITED REPORTING - LOSS ADJUSTMENT EXPENSES INCLUDED WITHIN RETENTION, OUTSIDE THE LIMIT OF INSURANCE	LERLIO 002 (04-13)

TPRS Auto Liability

Form Name	Form Number
NOTICE TO INSURED OF AUTOMOBILE LIABILITY AND PHYSICAL DAMAGE ENDORSEMENT PREMIUM DEVELOPMENT	AUTO FLEET NOTICE 0713
BUSINESS AUTO LIABILITY RETAINED LIMIT COVERAGE FORM DECLARATIONS	ALRLDEC 001 (12-13)
SCHEDULE OF AUTOMOBILES	AG-CA RL CERT-SCH (06-10)
PUBLIC RISK AUTO LIABILITY RETAINED LIMIT COVERAGE FORM – LIMITED REPORTING LOSS ADJUSTMENT EXPENSE INCLUDED WITHIN THE RETENTION, OUTSIDE THE LIMIT	ALRLIO 002 (04-13)
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM DECLARATIONS	APDDEC 003 (07-13)
AUTOMOBILE PHYSICAL DAMAGE CATASTROPHE COVERAGE	AG-APD RL E-304 (06-10)
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM	CA 00 10 03 10
NORTH CAROLINA CHANGES	AG CA 0126 NC 07-10
NORTH CAROLINA UNINSURED MOTORISTS COVERAGE	AG CA 2116 NC 04-10

TPRS Crime

Form Name	Form Number
GOVERNMENT CRIME POLICY DECLARATIONS	CR DS 04 (08-13)
DUTIES IN EVENT OF LOSS - CRIME	AG-CR-RL E-002 (09-11)
GOVERNMENT CRIME COVERAGE FORM (LOSS SUSTAINED FORM)	CR 00 25 11 15
NORTH CAROLINA CHANGES - LEGAL ACTION AGAINST US	AG-CR 0101 NC
NORTH CAROLINA CHANGES	AG CR 0235 NC 10 10

TPRS Property

Form Name	Form Number
COMMERCIAL PROPERTY COVERAGE PART SUPPLEMENTAL DECLARATIONS – SCHEDULED LOCATIONS	PRSCHDEC 002
PROPERTY COVERAGE PART DECLARATIONS BLANKET LIMIT OF INSURANCE WITH MARGIN CLAUSE	PRDEC 004 (07-13)
PUBLIC RISK PROPERTY AND INLAND MARINE SUPPLEMENTAL DECLARATIONS	PRPRSDEC 005 (07-13)
PUBLIC RISK BUILDING AND PERSONAL PROPERTY COVERAGE FORM	AG-PR PR-BPP-001 (01-11)
COMMERCIAL PROPERTY COVERAGE PART PUBLIC RISK EQUIPMENT BREAKDOWN COVERAGE SCHEDULE	AG-PR EB-PR-SCH-101 (06-10)
PUBLIC RISK EQUIPMENT BREAKDOWN COVERAGE	AG-PR EB-PR-100 (06-10)

Policy Number: 4630217-03

Insured: City of Gastonia

SCHEDULE OF FORMS AND ENDORSEMENTS

Forms and Endorsements applying to and made part of this policy at the time of issuance:

COMMERCIAL PROPERTY AND INLAND MARINE CONDITIONS	AG-PR E-004 (06-10)
EARTHQUAKE AND VOLCANIC ERUPTION ENDORSEMENT	AG-PR E-006 (06-10)
EARTHQUAKE - VOLCANIC ERUPTION COVERAGE SCHEDULE	AG PR E-006 SCH (03-12)
FLOOD COVERAGE SCHEDULE AND ENDORSEMENT	PRE-007 (07-13)
VACANT EXCLUSION	AG-PR E-015 (06-10)
NORTH CAROLINA CHANGES	AG-CP 0118 NC
AMENDATORY ENDORSEMENT - EXTRA EXPENSE AND BUSINESS INCOME	M1347-1115
AMENDATORY ENDORSEMENT - PROPERTY NOT COVERED	M1346-1115

TPRS Inland Marine

Form Name	Form Number
FINE ARTS DECLARATIONS AND COVERAGE FORM “COINSURANCE CONTRACT”	IMFA 700 0713 NC
NORTH CAROLINA CONTRACTORS EQUIPMENT	IMCE 400 0713 NC
CONTRACTOR’S EQUIPMENT COVERAGE FORM	IMCE 401 (07-13)
MISCELLANEOUS OR SPECIAL FLOATER COVERAGE	AG-IM SF-901 (06-10)
CONTRACTOR’S EQUIPMENT – BOOM EXCLUSION	AG-IM CE-402 (06-10)

TPRS Excess

Form Name	Form Number
COMMERCIAL EXCESS LIABILITY DECLARATIONS	XS-300 DEC (08-11)
EXCESS FOLLOWING FORM - SCHEDULE OF UNDERLYING COVERAGES	XS-301 01 SCH (08-11)
COMMERCIAL EXCESS LIABILITY POLICY	XS-302 CP (08-11)
ADDITIONAL EXCLUSIONS	XS-304 (08-11)
ADDITIONAL DEFINITIONS ENDORSEMENT	XS-305 (08-11)
AMENDMENT - INSURING AGREEMENT	XS-310 (08-11)
NORTH CAROLINA CHANGES - CANCELLATION AND NONRENEWAL	XS-311 NC (03-11)
EXCESS AUTO EXCLUSION	XS-500 (09-14)

TRIDENT
PUBLIC RISK SOLUTIONS

Member Argo Group

www.tridentpublicrisk.com

Reporting SIR Claims to Trident

TPA Quick Reference

The Claims Administrator (TPA) must immediately report the following types of claims to Trident:

- A claim where the combined loss and expenses is expected to be 50% or more of the SIR regardless of liability.
- Catastrophic Injuries such as:
  - ✓ Loss of sight, hearing or any other sensory loss.
  - ✓ Fatalities.
  - ✓ Head / brain injuries.
  - ✓ Spinal cord injuries.
  - ✓ Multiple fractures / amputations.
  - ✓ Serious burns.
  - ✓ Massive internal injuries.
  - ✓ Significant disfigurement / permanent injuries.
  - ✓ Environmental claims involving pollutants of any kind.
  - ✓ Sexual abuse and molestations.
  - ✓ Class Actions.
  - ✓ Suits involving a bankrupt insured.
  - ✓ Civil rights claims.
  - ✓ Advertising or Broadcast injury (i.e. unfair competition, copyright infringement).
  - ✓ Bad faith / Unfair claims practice.
  - ✓ Extra contractual claims.
  - ✓ Property losses involving arson.
  - ✓ Any other claim the TPA would like to have reviewed.
- If the insured's policy is "full reporting," all claims, including the list above, are required to be reported to the company.

Report a Claim

Daniel S. Morrison, Esq.
Director of Claims
Trident Public Risk Solutions
250 Summer Street
Boston, MA. 02210
P (781) 740-1518
F (781) 740-1519
dmorrison@tridentpublicrisk.com

Mailing Address

P.O. Box 469009
San Antonio, TX. 78246

Reporting Requirements

1. **Initial Notice of Claim** – May include TPA's own loss notice report, defense counsel's case evaluation or the Alteris Formal Loss Notice.
2. **Formal Loss Notice Report** – Must be completed within 30 days of the Initial Notice of Claim. The attached Trident Loss Notice Report form must be used unless the TPA can provide a report form that contains the required LNR categories.
3. **Status Reports/Formal Status Reports** – Required for any significant change in reserves or other significant substantive development. Formal Status Reports **must** be completed every 180 days from the date of completion of the Formal Loss Notice Report regardless of the progress in case and until final disposition of the claim.
4. **Closing Report** – Must be completed after the TPA closes its file.

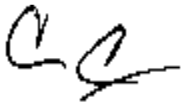
SIGNATURE PAGE

IN WITNESS WHEREOF, the company issuing this policy has caused this policy to be signed by its President and its Secretary and countersigned (if required) on the Declarations page by a duly authorized representative of the company. This endorsement is executed by the company stated in the Declarations.

Argonaut Insurance Company



President



Secretary

Privacy Policy

Argo Group US, Inc. ("Argo Group") recognizes the importance of maintaining the privacy of our customers and the confidentiality of each individual's nonpublic personal information, including Social Security numbers. We take seriously the responsibility that accompanies our collection of nonpublic personal information, including Social Security numbers. Accordingly, Argo's corporate policy is to protect the privacy and confidentiality of our consumers and their nonpublic personal information as required by law.

Information Collection and Use

In order to conveniently and effectively provide and service the insurance products we sell, we may collect and use Social Security numbers and other nonpublic personal information. As such, this policy does not prohibit the collection or use of Social Security numbers and nonpublic personal information where legally authorized and/or required. This policy complies with the requirements of the Gramm-Leach-Bliley Act (GLBA) and applicable federal and state laws and regulations implementing the act. Such laws impose certain obligations upon third persons and organizations with which we share nonpublic personal information of our consumers, customers, former customers, or claimants. Accordingly, we prohibit the unauthorized disclosure of Social Security numbers and other protected nonpublic personal information, except as legally required or authorized.

Information Sharing and Disclosure

Argo Group does not rent, sell or share your personally identifiable information with nonaffiliated third parties. Argo Group may, however, share personally identifiable information with third-party contractors. These third-party contractors are prohibited from using the information for purposes other than performing services for Argo Group. Argo Group may disclose your information to third parties when obligated to do so by law and to investigate, prevent, or take action regarding suspected or actual prohibited activities, including but not limited to fraud and situations involving the security of our operations and employees.

Finally, Argo Group may transfer information, including any personally identifiable information, to a successor entity in connection with a corporate merger, consolidation, sale of all or a portion of its assets, bankruptcy, or other corporate change.

Security

In order to protect your nonpublic personal information, we limit access to nonpublic personal information by only allowing authorized personnel to have access to such information. Furthermore, we maintain physical, electronic and procedural security protections to safeguard the nonpublic personal information in our records. Documents that contain an individual's protected information are destroyed before disposal; this destruction process includes the shredding of print and disposable media and deletion of electronic media. Argo Group has security measures in place to protect the loss, misuse and alteration of the information under our control. Our hardware infrastructure is housed in a controlled access facility that restricts access to authorized individuals. The network infrastructure is protected by a firewall and traffic is monitored and logged both on the firewall and servers. Sensitive administrative activities are carried out over secure, encrypted links between our offices and hosting facility. Administrative

access is limited not only to authorized employees but also to specific remote administration protocols and IP addresses. All employees with access to personally identifiable information have been advised of Argo Group's security policies and practices. Argo Group will continue to conduct internal audits of its security systems and make all necessary enhancements to ensure the safety of the website and its users. No method of transmission over the Internet or method of electronic storage is 100% secure; therefore, while Argo Group uses commercially acceptable means to protect your information, we cannot guarantee absolute security.

Any Argo Group employee who becomes aware of the inappropriate use or disclosure of Social Security numbers and other protected nonpublic personal information is expected to immediately report such behavior to the General Counsel for further action.

Corrected/Updated Information

This policy applies to certain insureds of Argo Group, including but not limited to worker's compensation claimants. If you have any questions about this Privacy Policy, please contact:

General Counsel
Argo Group US, Inc.
P.O. Box 469011
San Antonio, Texas 78246
(210) 321-8400

*Note: Argo Group is the parent of Argonaut Insurance Company; Argonaut-Southwest Insurance Company; Argonaut-Midwest Insurance Company; Argonaut Great Central Insurance Company; Argonaut Limited Risk Insurance Company; ARIS Title Insurance Corporation; Select Markets Insurance Company; Colony Insurance Company; Colony Specialty Insurance Company; Peleus Insurance Company (fka Colony National Insurance Company); Rockwood Casualty Insurance Company; Somerset Casualty Insurance Company; Grocers Insurance Agency, Inc.; Central Insurance Management, Inc.; Alteris Insurance Services, Inc.; Trident Insurance Services, LLC; Commercial Deposit Insurance Agency, Inc.; Sonoma Risk Management, LLC; John Sutak Insurance Brokers, Inc.; Colony Management Services, Inc.; Argonaut Management Services, Inc.; and Argonaut Claims Management, LLC. This Privacy Policy applies to all companies and business produced or underwritten within Argo Group.

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

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

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

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

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

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

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

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POLICYHOLDER DISCLOSURE

NOTICE OF TERRORISM INSURANCE COVERAGE

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, that you have a right to purchase insurance coverage for losses resulting from acts of terrorism, *as defined in Section 102(1) of the Act*: The term "act of terrorism" means any act or acts that are certified by the Secretary of the Treasury - in consultation with the Secretary of Homeland Security, and the Attorney General of the United States - --to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY 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, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 85% THROUGH 2015; 84% BEGINNING ON JANUARY 1, 2016; 83% BEGINNING ON JANUARY 1, 2017; 82% BEGINNING ON JANUARY 1, 2018; 81% BEGINNING ON JANUARY 1, 2019 AND 80% BIGINNING ON JANUARY 1, 2020, 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 COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A $100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURER'S 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, YOUR COVERAGE MAY BE REDUCED.

Acceptance or Rejection of Terrorism Insurance Coverage

£	I hereby elect to purchase terrorism coverage for a prospective premium of $ N/A
T	I hereby decline to purchase terrorism coverage for certified acts of terrorism. I understand that I will have no coverage for losses resulting from certified acts of terrorism.

	Argonaut Insurance Company
Policyholder/Applicant's Signature	Insurance Company
	4630217-03
Print Name	Policy Number
Date	

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ARGONAUT INSURANCE COMPANY
Member Argo Group

Argonaut Insurance Company
225 W. Washington Street, 24th Floor
Chicago, IL 60606
1-800-422-9120

COMMON POLICY DECLARATIONS
RETAINED LIMIT POLICY

Policy No. 4630217-03 Renewal of 4630217-02

1. NAMED INSURED AND MAILING ADDRESS

City of Gastonia

P.O. Box 1748

Gastonia, NC 28053

2. POLICY PERIOD

From 7/1/2016 To 7/1/2017

12:01 A.M. standard time at your mailing address shown above.

3. BUSINESS DESCRIPTION

MUNICIPALITY

4. In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy. This policy consists of the following Coverage Parts for which a premium is indicated. The Policy Writing Minimum Premium is $1,000.

Coverage Parts		Premium
COMMERCIAL PROPERTY/EQUIPMENT BREAKDOWN	$	Included
COMMERCIAL INLAND MARINE	$	Included
COMMERCIAL CRIME	$	Included
COMMERCIAL GENERAL LIABILITY	$	Included
COMMERCIAL AUTOMOBILE LIABILITY/APD	$	Included
LAW ENFORCEMENT LIABILITY	$	Included
EMPLOYMENT PRACTICES	$	Included
COMMERCIAL EXCESS LIABILITY	$	Included
TERRORISM	$	Excluded
Total Policy Premium	$	$567,652
Premium is payable: At Inception	$	$567,652

5. FORMS AND ENDORSEMENTS APPLICABLE TO ALL COVERAGE PARTS:

SEE POLICY FORMS LIST..

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NORTH CAROLINA COMMON POLICY CONDITIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART
CRIME COVERAGE PART
BUSINESS AUTO COVERAGE PART
GENERAL LIABILITY COVERAGE PART
PUBLIC RISK BUILDING AND PERSONAL PROPERTY COVERAGE FORM
INLAND MARINE COVERAGE PART
INLAND MARINE COVERAGE FORMS
PUBLIC RISK AUTO LIABILITY RETAINED LIMIT COVERAGE FORM
PUBLIC RISK GENERAL LIABILITY RETAINED LIMIT COVERAGE FORM
LAW ENFORCEMENT COVERAGE PART
LAW ENFORCEMENT LIABILITY RETAINED LIMIT COVERAGE FORM
PUBLIC OFFICIALS LIABILITY COVERAGE PART
PUBLIC OFFICIALS LIABILITY RETAINED LIMIT COVERAGE FORM

This Policy consists of one or more Coverage Parts and Coverage Forms. Refer to the Declarations to determine which Coverage Parts and Coverage Forms apply to your Policy.

Throughout this Policy, the words, “you” and “your” refer to the Named Insured in the Declarations, and any other person or organization qualifying as a Named Insured under the respective Coverage Parts and Coverage Forms under this Policy. The words, “we”, “us” and “our” refer to the insurance company shown on the Declarations page as the Insurer.

Unless otherwise stated, the following Common Policy Conditions apply to all Coverage Parts, Coverage Forms and Endorsements attached to and made a part of this Policy:

1. Bankruptcy or Insolvency

Bankruptcy, insolvency or financial impairment of the insured will not relieve us of our obligations under this Policy. Under no circumstances shall we be required to drop down or in any other way assume responsibility for the “retained limit” or assume any obligation associated with the “retained limit”.

2. Cancellation or Non-Renewal

a. The first Named Insured shown in the Declarations may cancel this Policy by mailing or delivering to us advance written notice of cancellation.

b. We may cancel this Policy by mailing or delivering to the first Named Insured written notice of such cancellation in compliance with the applicable state regulations that apply to cancellation notices, but not less than:

(1) Ten (10) days before the effective date of cancellation, if we cancel for nonpayment of any premium when due; or

(2) Ninety (90) days before the effective date of cancellation, if we cancel for any other reason.

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c. If we decide not to renew this Policy, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the non-renewal in compliance with the applicable state regulations that apply to such non-renewal notice requirements, but not less than ninety (90) days before the expiration date of this Policy.

d. We will mail or deliver such cancellation or non-renewal notice to the first Named Insured's last mailing address known to us.

e. Notice of cancellation by us will state the effective date of the cancellation. The "policy period" will end on that date.

f. 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.

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

2. Changes

This Policy contains all of the agreements between you and us concerning the insurance afforded under this Policy. The first Named Insured shown in the Declarations is authorized to make changes under the terms of this Policy with our consent. Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this Policy or stop us from asserting any right under the terms of this Policy. The terms can be amended or waived only by endorsement issued by us and made a part of this Policy.

3. Conflicting Statutes

Terms of this Policy which are in conflict with the statutes of the state wherein this Policy is issued are hereby amended to conform to such statutes.

4. Examination Of Your Books And Records

We may examine your books and records as they relate to this Policy at any time during the "policy period" and up to three years afterward. We may do the same as to the books and records of any organization you newly acquire or form that is deemed to be a Named Insured under this Policy.

5. Inspections And Surveys

We have the right but are not obligated to:

a. Make inspections and surveys at any time;

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

c. Recommend changes.

Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. Such inspections are not safety inspections. We do not undertake any duty to provide for the health or safety of any person and we do not represent or warrant that conditions:

(1) Are safe or healthful; or

(2) Comply with laws, regulations, codes or standards.

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

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6. Legal Action Against Us

No person or organization has a right under this Policy:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us under this Policy unless all of its terms have been fully complied with; and

c. As respects Property coverages, the action must be brought within three years after the date on which the direct physical loss or damage occurred.

A person or organization may sue us to recover on an agreed settlement or judgment against an insured based on its final legal adjudication; but we will not be liable for any "loss" or damages that are not payable under the terms of this Policy, or that are in excess of the applicable Limit of Insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative. We will not be liable for any "loss adjustment expense(s)" that are not payable under the terms of this Policy, in accordance with the terms of each respective Coverage Part or Coverage Form under the Policy.

7. Liberalization

If we adopt a change under this Policy during the "policy period", or rules that would broaden the coverage of this Policy without charge, such broader coverage will apply to this Policy when the change becomes effective in your state. Such broader coverage applies only until the end of the "policy period".

8. Premiums

a. The first Named Insured:

(1) is responsible for payment of all premiums when due; and

(2) will be the payee for any return premiums we pay.

b. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

9. Public Risk Authorization Clause

By acceptance of this Policy, the first Named Insured agrees to act on behalf of each Insured with respect to the giving and receiving of notice of each incident, "claim" or "suit", cancellation or nonrenewal, the payment of premiums that may become due under this Policy; and each Insured agrees that the Named Insured shall act on their behalf.

10. Representations

By accepting this Policy, you agree that:

a. The statements in the Declarations of this Policy, including its respective Coverage Parts and Coverage Forms, are accurate and complete; and

b. Those statements are based upon representations you made to us; and

c. We have issued this Policy in reliance upon your representations.

Coverage will continue to apply if you:

(1) Unintentionally fail to disclose all hazards existing at the inception of this Policy; or

(2) Unintentionally make an error, omission; or improper description of premises; or other statement of information, stated in this Policy.

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You must notify us as soon as possible after discovery of any hazard or any other information in that was not provided to us prior to the acceptance of this policy.

This provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal under this policy.

11. Separation Of Insureds

Except with respect to the Limits of Insurance, all exclusions within this Policy and any rights or duties specifically assigned to the first Named Insured under this Policy, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each Insured against whom claim is made or "suit" is brought.

12. Sovereign Immunity and Damages Caps

For any amount for which the Insured would not be liable under applicable governmental or sovereign immunity but for the existence of this Policy; the issuance of this insurance shall not be deemed a waiver of any statutory immunities by or on behalf of any insured, nor of any statutory limits on the monetary amount of liability applicable to any insured were this Policy not in effect; and as respects to any "claim", we expressly reserve any and all rights to deny liability by reason of such immunity, and to assert the limitations as to the amount of liability as might be provided by law.

13.Transfer of Rights of Recovery Against Others to Us

If any Insured has rights to recover all or part of any payment we have made under this Policy, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. In the event of recovery, the proceeds will be divided in the following priority, including those expenses incurred in pursuing such recovery:

a. Any insured or insurer who paid amounts in excess of the Limits of Insurance of this Policy;

b. Our expenses and payments made under this policy;

c. You and any other insurer who paid an amount below our Limits of Insurance of this Policy.

14. When We Do Not Renew

If we decide not to renew this Policy, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than ninety (90) days before the expiration date.

If notice is mailed, we will mail it to the last mailing address known to us of the first Named Insured. Proof of mailing will be sufficient proof of notice.

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LEAD EXCLUSION

This endorsement modifies insurance provided under the following:

GENERAL LIABLITY COVERAGE PART
LAW ENFORCEMENT LIABILITY COVERAGE PART
PUBLIC OFFICIALS LIABILITY COVERAGE PART
EDUCATOR'S LIABILITY COVERAGE PART
PUBLIC RISK GENERAL LIABILITY RETAINED LIMIT COVERAGE FORM
EDUCATOR'S GENERAL LIABILITY RETAINED LIMIT COVERAGE FORM
PUBLIC OFFICIALS LIABILITY RETAINED LIMIT COVERAGE FORM
LAW ENFORCEMENT LIABILITY RETAINED LIMIT COVERAGE FORM
EDUCATOR'S LEGAL LIABILITY RETAINED LIMIT COVERAGE FORM

The following **Exclusion** is added:

This insurance does not apply to any "bodily injury", "property damage", "personal and advertising injury", "personal injury", "wrongful act(s)" or any other injury, damage, liability, loss, cost or expense in whole or in part caused by, based upon, resulting from, arising out of, caused by or contributed by, or in any way related to the actual alleged or threatened ingestion, inhalation, absorption or exposure to lead in any form from any source; including but not limited to:

1. The manufacture, sale, distribution, handling, installation, use, removal or storage of lead in any form from any source; or

2. The emission, release or transmission of lead in any form from any source; or

3. Any supervision, instructions, recommendations, notices, warnings or advice given or which should have been given in connection with lead or possible lead exposures; or

4. Any loss, cost, expense, liability or other type of obligation arising out of, or resulting from, or in any related to, any:

a. "Claim", "suit", request, demand, directive or order by or on behalf of any person, entity or governmental authority that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify, abate, neutralize or in any way respond to, or assess the effects of, lead in any form from any source; or to any

b. "Claim" or "suit" by or on behalf of any person, entity or governmental authority for damages or any other relief or remedy because of testing for, monitoring, cleaning up, removing, containing, treating or detoxifying, abating or neutralizing, or in any way responding to, or assessing the effects of, lead in any form.

We shall have no obligation of any kind, including but not limited to, any obligation to investigate, to provide defense, to pay defense costs, or to settle or pay settlements or judgments as respects to any "claim", "suit" or proceeding involving or allegedly involving lead as excluded in this endorsement. We further shall have no obligation as respects any insured to indemnify or contribute with any part in connection with the matters excluded in this endorsement.

As used in this exclusion, lead includes but is not limited to, the mineral lead (chemical element and symbol {lead (Pb)} Atomic Number 82) in any form, whether or not the lead is:

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(1) Pure;

(2) Contained in, on, or incorporated into, products, goods or materials;

(3) Solid, liquid, gaseous or in fumes; or

(4) Contained in any part of any building, structure, building material, product or any other real or personal property.

Exception to Exclusion:

This exclusion does not apply to "bodily injury" or "property damage" that is caused by a sudden, abrupt striking by, or impact with, lead which causes an immediate and conspicuous manifestation of physical injury to persons or property.

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ELECTROMAGNETIC RADIATION EXCLUSION

This endorsement modifies insurance provided under the following:

GENERAL LIABILITY COVERAGE PART
PUBLIC RISK GENERAL LIABILITY RETAINED LIMIT COVERAGE FORM
LAW ENFORCEMENT COVERAGE PART
LAW ENFORCEMENT LIABILITY RETAINED LIMIT COVERAGE FORM
PUBLIC OFFICIALS COVERAGE PART
PUBLIC OFFICIALS LIABILITY RETAINED LIMIT COVERAGE FORM
EMPLOYMENT PRACTICES LIABILITY COVERAGE PART
EMPLOYMENT PRACTICES LIABILITY RETAINED LIMIT COVERAGE FORM

The following **Exclusion** is added:

This policy does not apply to and we will not provide a defense for:

a. "Bodily injury," "property damage", "personal and advertising injury", "employee benefits wrongful acts", "personal injury", "law enforcement wrongful acts", "public officials wrongful acts", "educator's legal wrongful acts", or "employment practices wrongful acts" arising out of, or which result in, the actual, alleged, threatened, perceived, latent, sudden and accidental or incidental exposure to or contact with electromagnetic radiation in any form, from any source.

b. The costs of abatement or mitigation of:

(1) Electromagnetic radiation; or

(2) Exposure to electromagnetic radiation.

c. Any supervision, instruction, recommendation, warning or advice given or which should have been given in connection with **a.** or **b.** above.

Electromagnetic radiation includes but is not limited to, magnetic energy, waves, fields or forces generated, produced, transmitted or maintained by the charges, currents, frequencies, energy or forces of electricity that is generated, flowing or otherwise transmitted through or via the medium, methods and equipment designed to generate, produce, distribute, transport or transmit the electrical charges, currents, frequencies, energy or forces.

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TWO OR MORE COVERAGE PARTS OR COVERAGE FORMS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART
GENERAL LIABILITY COVERAGE PART
PUBLIC OFFICIALS COVERAGE PART
LAW ENFORCEMENT LIABILITY COVERAGE PART
EMPLOYMENT PRACTICES LIABILITY COVERAGE PART
PUBLIC RISK GENERAL LIABILITY RETAINED LIMIT COVERAGE FORM
PUBLIC RISK AUTO LIABILITY RETAINED LIMIT COVERAGE FORM
PUBLIC OFFICIALS LIABILITY RETAINED LIMIT COVERAGE FORM
LAW ENFORCEMENT LIABILITY RETAINED LIMIT COVERAGE FORM
EMPLOYMENT PRACTICES LIABILITY RETAINED LIMIT COVERAGE FORM

This Condition applies to and is made a part of the Policy to which this endorsement is attached.

The following **Condition** is added to the **Common Policy Conditions**:

Two Or More Coverage Part(s) and/or Coverage Form(s) Condition

In the event that more than one coverage part and/or coverage form listed above applies to the same "occurrence, "offense", "accident", "wrongful act", "loss", "claim" or "suit", the maximum Limit of Insurance under all the coverage part(s) and/or coverage form(s) shall not exceed the highest applicable Limit of Insurance under any one coverage part or coverage form.

The "retained limit" or deductible applicable to any such "occurrence, "offense", "accident", "wrongful act", "loss", "claim" or "suit" will be the "retained limit" or deductible applicable to the coverage part or coverage form which has the highest applicable Limit of Insurance, unless the coverage part or coverage form has been endorsed to provide a separate Limit of Insurance and "retained limit" or deductible that apply to that specific risk. If the Limit of Insurance is the same for all coverage parts or coverage forms, the lowest applicable "retained limit" or deductible will apply.

For purpose of this endorsement a "wrongful act" shall include any coverage part or coverage form that is written to provide coverage on the basis of a wrongful act, including but not limited to "employment practices wrongful act", "public officials wrongful act", "employee benefits wrongful act", "educator's legal wrongful act".

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ASBESTOS EXCLUSION

This endorsement modifies insurance provided by:

GENERAL LIABILITY COVERAGE PART
LAW ENFORCEMENT LIABILITY COVERAGE PART
EDUCATOR'S LIABILITY COVERAGE PART
PUBLIC OFFICIALS LIABILITY COVERAGE PART
EMPLOYMENT PRACTICES LIABILITY COVERAGE PART
PUBLIC RISK GENERAL LIABILITY RETAINED LIMIT COVERAGE FORM
PUBLIC OFFICIALS LIABILITY RETAINED LIMIT COVERAGE FORM
LAW ENFORCEMENT LIABILITY RETAINED LIMIT COVERAGE FORM
EMPLOYMENT PRACTICES LIABILITY RETAINED LIMIT COVERAGE FORM
EDUCATOR'S GENERAL LIABILITY RETAINED LIMIT COVERAGE FORM
EDUCATOR'S LEGAL LIABILITY RETAINED LIMIT COVERAGE FORM

The following **Exclusion** is added:

This insurance does not apply to any "bodily injury", "property damage", "personal and advertising injury", "wrongful act(s)", or any "loss", cost, expense or legal obligation in whole or in part caused by, resulting from, arising out of, or in any way related to asbestos, included but not limited to:

1. The manufacture, sale, distribution, handling, use, installation, removal, abatement, containment, storage, transportation, disposal, existence, presence, emanation, emission, release, inhalation, ingestion, absorption, or transmission of or exposure to asbestos;

2. Any supervision, instructions, recommendations, notices, warnings or advice given or which should have been given in connection with asbestos;

3. Any request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat detoxify, remediate, neutralize, or in any way respond to or assess the extent or the effects of asbestos; or

4. Any claim, suit or proceeding for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, remediating, neutralizing or in any way responding to, or assessing the effects of asbestos. We shall have no obligation of any kind including but not limited to, any obligation to investigate, defend, pay defense costs, settle, or pay settlements or judgments as to any claim, suit or proceeding involving or allegedly involving asbestos.

As used in this exclusion, asbestos includes but is not limited to, the mineral asbestos in any form, whether or not the asbestos is:

a. A fiber, particle or dust;

b. Used alone or in any combination with any substance or material;

c. Contained in, or on, or incorporated into, products, goods or materials; or

d. Present, existing at or contained, stored or transported in any part of any building, structure, building material, product or any other real or personal property.

Exception to Exclusion:

This exclusion does not apply to any "bodily injury" or "property damage" that is caused by a sudden, abrupt striking by, or impact with, asbestos, which causes an immediate and conspicuous manifestation of physical injury to persons or property, or to "bodily injury" or "property damage" arising directly out of the "emergency service activities" or "emergency training operations" of your Fire Department or Hazardous Materials Unit.

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SILICA OR SILICA-RELATED DUST EXCLUSION

This endorsement modifies insurance provided by:

GENERAL LIABILITY COVERAGE PART
LAW ENFORCEMENT LIABILITY COVERAGE PART
PUBLIC OFFICIALS COVERAGE PART
EDUCATOR'S LIABILITY COVERAGE PART
EMPLOYMENT PRACTICES LIABILITY COVERAGE PART
PUBLIC RISK GENERAL LIABILITY RETAINED LIMIT COVERAGE FORM
LAW ENFORCEMENT LIABILITY RETAINED LIMIT COVERAGE FORM
PUBLIC OFFICIALS LIABILITY RETAINED LIMIT COVERAGE FORM
EMPLOYMENT PRACTICES LIABILITY RETAINED LIMIT COVERAGE FORM
EDUCATOR'S GENERAL LIABILITY RETAINED LIMIT COVERAGE FORM
EDUCATOR'S LEGAL LIABILITY RETAINED LIMIT COVERAGE FORM

The following **Exclusion** is added to this policy:

This insurance does not apply to any:

1. "Bodily injury", "property damage", "personal and advertising injury", "personal injury" or "wrongful act(s)" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust"; or
2. "Loss", cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "silica" or "silica-related dust", by any insured or by any other person or entity.

The following **Definitions** are added:

1. **"Silica"** means silicon dioxide (occurring in crystalline, amorphous and impure forms), silica particles, silica dust or silica compounds.
2. **"Silica-related dust"** means a mixture or combination of silica and other dust or particles.

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NUCLEAR ENERGY LIABILITY EXCLUSION

This endorsement modifies insurance provided under the following:

GENERAL LIABLITY COVERAGE PART
LAW ENFORCEMENT LIABILITY COVERAGE PART
PUBLIC OFFICIALS LIABILITY COVERAGE PART
EDUCATOR'S LIABILITY COVERAGE PART
PUBLIC RISK GENERAL LIABILITY RETAINED LIMIT COVERAGE FORM
EDUCATOR'S GENERAL LIABILITY RETAINED LIMIT COVERAGE FORM
PUBLIC OFFICIALS LIABILITY RETAINED LIMIT COVERAGE FORM
LAW ENFORCEMENT LIABILITY RETAINED LIMIT COVERAGE FORM
EDUCATOR'S LEGAL LIABILITY RETAINED LIMIT COVERAGE FORM

The following **Exclusion** is added:

This insurance does not apply to and we will not provide a defense for:

Nuclear Energy Exclusion

a. Any "bodily injury", "property damage", "personal and advertising injury", "wrongful act(s)" or any other injury, "loss", cost or damage:

(1) With respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

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

(a) Any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof; or

(b) The insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by or with any person or organization.

b. Any "bodily injury", "property damage", "personal injury", "law enforcement wrongful act(s)" or any other injury, "loss", cost or damage resulting from the "hazardous properties" of "nuclear material," if:

(1) The "nuclear material":

(a) Is at any "nuclear facility" owned by, or operated by or on behalf of, an insured; or

(b) Has been discharged or dispersed therefrom;

(2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or

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(3) The injury or damage arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operations or use of any "nuclear facility," but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion **b.(3)** applies only to "property damage" to such "nuclear facility" and any property thereat.

As used in this exclusion:

"Hazardous properties" includes radioactive, toxic or explosive properties.

"Nuclear material" means "source material", "special nuclear material" or "by-product material".

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FUNGI OR BACTERIA EXCLUSION

This endorsement modifies insurance provided under the following:

GENERAL LIABLITY COVERAGE PART
LAW ENFORCEMENT LIABILITY COVERAGE PART
PUBLIC OFFICIALS LIABILITY COVERAGE PART
EDUCATOR'S LIABILITY COVERAGE PART
PUBLIC RISK GENERAL LIABILITY RETAINED LIMIT COVERAGE FORM
EDUCATOR'S GENERAL LIABILITY RETAINED LIMIT COVERAGE FORM
PUBLIC OFFICIALS LIABILITY RETAINED LIMIT COVERAGE FORM
LAW ENFORCEMENT LIABILITY RETAINED LIMIT COVERAGE FORM
EDUCATOR'S LEGAL LIABILITY RETAINED LIMIT COVERAGE FORM

A. The following **Exclusion** is added:

FUNGI OR BACTERIA

1. This insurance does not apply to, and we shall not be obligated to make any payment nor to defend any "suit" against the insured:

For any "loss" which would not have taken place, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury.

2. The coverage afforded by this policy does not apply to any loss, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.

B. The following **Definition** is added:

"Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTAMINATION AND DISEASE EXCLUSION

This endorsement modifies insurance provided under the following:

GENERAL LIABILITY COVERAGE PART
PUBLIC RISK GENERAL LIABILITY RETAINED LIMIT COVERAGE FORM
EDUCATOR'S GENERAL LIABILITY RETAINED LIMIT COVERAGE FORM
LAW ENFORCEMENT COVERAGE PART
LAW ENFORCEMENT LIABILITY RETAINED LIMIT COVERAGE FORM
PUBLIC OFFICIALS COVERAGE PART
PUBLIC OFFICIALS LIABILITY RETAINED LIMIT COVERAGE FORM
EDUCATOR'S LIABILITY COVERAGE PART
EDUCATOR'S LEGAL LIABILITY RETAINED LIMIT COVERAGE FORM
EMPLOYMENT PRACTICES LIABILITY COVERAGE PART
EMPLOYMENT PRACTICES LIABILITY RETAINED LIMIT COVERAGE FORM

The following **Exclusion** is added:

a. This policy does not apply to and we will not provide a defense for "bodily injury," "property damage", "personal and advertising injury", "employee benefits wrongful acts", "law enforcement wrongful acts", "public officials wrongful acts", employment practices wrongful acts", "educator's legal wrongful acts" arising out of, or the alleged arising out of:

(1) A "communicable disease". A "communicable disease" means a disease that is transmitted through human contact with or by an insured or an employee;

(2) Acquired Immune Deficiency Syndrome (AIDS) of an insured or employee;

(3) Food contamination. Food contamination means an incidence of food poisoning to one or more persons as a result of:

i. Tainted food you purchased;

ii. Food which has been improperly stored, handled or prepared; or

iii. A "communicable disease" transmitted by or through one or more of your "employees";

b. This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in :

(1) Supervising, hiring, employing, training or monitoring of others that may be infected with and/or spread **(1), (2)** or **(3)** above;

(2) Testing for **(1), (2)** or **(3)** above;

(3) Failure to prevent the spread of **(1), (2)** or **(3)** above; or

(4) Failure to report **(1), (2)** or **(3)** above.

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PATHOGENIC OR POISONOUS BIOLOGICAL OR CHEMICAL MATERIALS EXCLUSION

This endorsement modifies insurance provided by:

PROPERTY COVERAGE PART
INLAND MARINE COVERAGE PART
GENERAL LIABILITY COVERAGE PART
BUSINESS AUTO COVERAGE PART
PUBLIC OFFICIALS COVERAGE PART
EDUCATOR'S COVERAGE PART
LAW ENFORCEMENT COVERAGE PART
EMPLOYMENT PRACTICES LIABILITY COVERAGE PART
BUILDING AND PERSONAL PROPERTY COVERAGE FORM
AUTO PHYSICAL DAMAGE COVERAGE FORM
GENERAL LIABILITY RETAINED LIMIT COVERAGE FORM
AUTO LIABILITY RETAINED LIMIT COVERAGE FORM
PUBLIC OFFICIALS LIABILITY RETAINED LIMIT COVERAGE FORM
LAW ENFORCEMENT LIABILITY RETAINED LIMIT COVERAGE FORM
EMPLOYMENT PRACTICES LIABILITY RETAINED LIMIT COVERAGE FORM
EDUCATOR'S LEGAL LIABILITY RETAINED LIMIT COVERAGE FORM

A. The following Exclusion is added:

This insurance does not apply to:

PATHOGENIC OR POISONOUS BIOLOGICAL OR CHEMICAL MATERIALS

1. We will not pay for any "loss" or damage caused directly or indirectly by the discharge, dispersal, seepage, migration, release, escape or application of any pathogenic or poisonous biological or chemical materials. Such "loss" or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss" or damage;
2. With respect to any action that comes within the terms of the War and Military Action Exclusion and involves a discharge, dispersal, seepage, migration, release, escape or application of any pathogenic or poisonous biological or chemical materials, the War and Military Action Exclusion supersedes this Pathogenic or Poisonous Biological or Chemical Materials Exclusion.

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NUCLEAR HAZARD EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART
INLAND MARINE COVERAGE PART
BUSINESS AUTO COVERAGE PART
AUTO PHYSICAL DAMAGE COVERAGE PART

The following **Exclusion** is added:

With respect to any form, endorsement or coverage to which the Nuclear Hazard Exclusion does not apply, that Exclusion is hereby added as follows:

Nuclear Hazard

1. We will not pay for any loss or damage caused directly or indirectly by nuclear reaction or radiation, or radioactive contamination, however caused. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage.
2. With respect to any activity that comes within the terms of the War and Military Action Exclusion and involves nuclear reaction or radiation, or radioactive contamination, the War and Military Action Exclusion supersedes this Nuclear Hazard Exclusion.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

PUBLIC RISK BUILDING AND PERSONAL PROPERTY COVERAGE FORM
PUBLIC RISK GENERAL LIABILITY RETAINED LIMIT COVERAGE FORM
EDUCATOR'S BUILDING AND PERSONAL PROPERTY COVERAGE FORM
EDUCATOR'S GENERAL LIABILITY RETAINED LIMIT COVERAGE FORM
COMMERCIAL ARTICLES COVERAGE FORM
CONTRACTOR'S EQUIPMENT COVERAGE FORM
DATA COMPROMISE COVERAGE FORM
FINE ARTS DECLARATIONS AND COVERAGE FORM
INSTALLATION FLOATER DECLARATIONS AND COVERAGE FORM
MISCELLANEOUS OR SPECIAL FLOATER COVERAGE
INLAND MARINE COVERAGE BUILDER'S RISK DECLARATIONS AND COVERAGE FORM
PUBLIC OFFICIALS LIABILITY RETAINED LIMIT COVERAGE FORM
EDUCATORS LEGAL LIABILITY RETAINED LIMIT COVERAGE FORM
EMPLOYMENT PRACTICES LIABILITY RETAINED LIMIT COVERAGE FORM
LAW ENFORCEMENT LIABILITY RETAINED LIMIT COVERAGE FORM
COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM – COVERAGE FOR OPERATIONS OF DESIGNATED CONTRACTOR
COMMERCIAL PROPERTY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
BOILER AND MACHINERY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
COMMERCIAL EXCESS LIABILITY COVERAGE FORM

A. The following provisions are added and apply to Property and Liability Coverages:

The following definition is added with respect to the provisions of this endorsement:

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act to be an act of terrorism pursuant to such 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.

B. The following provisions are added and apply to Property Coverages:

1. The following exclusion is added:

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CERTIFIED ACT OF TERRORISM EXCLUSION

We will not pay for loss or damage caused directly or indirectly by a "certified act of terrorism". Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

2. Exception Covering Certain Fire Losses

The following exception to the exclusion in Paragraph **B.1.** applies:

If a "certified act of terrorism" results in fire, we will pay for the loss or damage caused by that fire. Such coverage for fire applies only to direct loss or damage by fire to Covered Property. Therefore, for example, the coverage does not apply to insurance provided under Business Income and/or Extra Expense Additional Coverages.

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed $100 billion in a calendar year 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.

3. Application Of Other 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.

C. The following provision is added and applies to Liability Coverages:

1. The following exclusion is added:

This insurance does not apply to:

TERRORISM

"Any injury or damage" arising, directly or indirectly, out of a "certified act of terrorism".

2. The following definition is added:

For the purposes of this endorsement, "any injury or damage" means any injury or damage covered under any Coverage Form to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage" or "personal and advertising injury" as may be defined in any applicable Coverage Form.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NORTH CAROLINA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
GOVERNMENT CRIME COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
PUBLIC OFFICIALS LIABILITY COVERAGE PART
LAW ENFORCEMENT LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
EDUCATOR'S GENERAL LIABILITY COVERAGE PART
EDUCATOR'S LEGAL LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. Paragraph **2.b.** of the **Cancellation** Common Policy Condition is replaced by the following:

Cancellation Requirements

a. Policies In Effect Less Than 60 Days

If this policy has been in effect for less than 60 days, we may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:

(1) 15 days before the effective date of cancellation if we cancel for nonpayment of premium; or

(2) 30 days before the effective date of cancellation if we cancel for any other reason.

b. Policies In Effect More Than 60 Days

If this policy has been in effect for 60 days or more, or is a renewal of a policy we issued, we may cancel this policy prior to the:

(1) Expiration of the policy term; or

(2) Anniversary date,

stated in the policy only for one or more of the following reasons:

(a) Nonpayment of premium;

(b) An act or omission by the insured or his or her representative that constitutes material misrepresentation or nondisclosure of a material fact in obtaining this policy, continuing this policy or presenting a claim under this policy;

(c) Increased hazard or material change in the risk assumed that could not have been reasonably contemplated by the parties at the time of assumption of the risk;

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(d) Substantial breach of contractual duties, conditions or warranties that materially affects the insurability of the risk;

(e) A fraudulent act against us by the insured or his or her representative that materially affects the insurability of the risk;

(f) Willful failure by the insured or his or her representative to institute reasonable loss control measures that materially affect the insurability of the risk after written notice by us;

(g) Loss of facultative reinsurance, or loss of or substantial changes in applicable reinsurance as provided in G.S. 58-41-30;

(h) Conviction of the insured of a crime arising out of acts that materially affect the insurability of the risk;

(i) A determination by the Commissioner of Insurance that the continuation of the policy would place us in violation of the laws of North Carolina; or

(j) You fail to meet the requirements contained in our corporate charter, articles of incorporation or by-laws when we are a company organized for the sole purpose of providing members of an organization with insurance coverage in North Carolina.

We will mail or deliver written notice of cancellation to the first Named Insured at least:

(i) 15 days before the effective date of cancellation if we cancel for nonpayment of premium; or

(ii) 90 days before the effective date of cancellation if we cancel for any other reason.

c. Cancellation for nonpayment of premium will not become effective if you pay the premium amount due before the effective date of cancellation.

d. We may also cancel this policy for any reason not stated above provided we obtain your prior written consent.

B. The following provisions are added and supersede any other provisions to the contrary:

1. Nonrenewal

a. If we elect not to renew this policy, we will mail or deliver to the first Named Insured shown in the Declarations written notice of nonrenewal at least 90 days prior to the:

(1) Expiration of the policy if this policy has been written for one year or less; or

(2) Anniversary date of the policy if this policy has been written for more than one year or for an indefinite term.

b. We need not mail or deliver the notice of nonrenewal if you have:

(1) Insured property covered under this policy, under any other insurance policy;

(2) Accepted replacement coverage; or

(3) Requested or agreed to nonrenewal of this policy.

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

2. The written notice of cancellation or nonrenewal will:

a. Be mailed or delivered to the first Named Insured and any designated mortgagee or loss payee at their addresses shown in the policy, or if not indicated in the policy, at their last known addresses; and

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b. State the reason or reasons for cancellation or nonrenewal.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NORTH CAROLINA CHANGES – EXTENDED REPORTING PERIOD

This endorsement modifies insurance provided under the following:

PUBLIC OFFICIALS' LIABILITY COVERAGE PART (Claims-Made)
EDUCATOR'S LEGAL LIABILITY COVERAGE PART (Claims-Made)
EMPLOYMENT PRACTICES LIABILITY COVERAGE PART (Claims-Made)

Paragraph **6.** of **Section VIII – Extended Reporting Periods** is replaced by the following:

6. If the Supplemental Extended Reporting Period is in effect, we will provide the supplemental aggregate limits of insurance described below, but only for claims first received and recorded during the Supplemental Extended Reporting Period.

The supplemental aggregate limits of insurance will be equal, respectively, to the Each Wrongful Act Limit and the Annual Aggregate Limit, if any, entered on the Declarations in effect at the inception of the policy period of the policy to which the Extended Reporting Period endorsement is attached.

The LIMITS OF INSURANCE provisions of this coverage part will be amended accordingly.

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Argonaut Insurance Company
225 W. Washington Street, 24th Floor
Chicago, IL 60606
1-800-422-9120

RISK LIABILITY
RETAINED LIMIT POLICY DECLARATIONS

COMPANY: **Argonaut Insurance Company** **POLICY NUMBER: 4630217-03**	**PRODUCER:** **Watson Insurance Agency, Inc.** **P.O. Box** **Gastonia, NC 28053**

NAMED INSURED: City of Gastonia
MAILING ADDRESS: P.O. Box 1748
Gastonia, NC 28053

THIS POLICY MAY CONTAIN OCCURRENCE COVERAGES, CLAIMS-MADE COVERAGES OR A COMBINATION OF OCCURRENCE AND CLAIMS-MADE COVERAGES. PLEASE READ THE ENTIRE POLICY CAREFULLY TO DETERMINE RIGHTS AND DUTIES AND WHAT IS AND IS NOT COVERED.

OCCURRENCE COVERAGES
Policy Period From: 7/1/2016 To:7/1/2017 at 12:01 A.M. Standard Time at your mailing address shown above.*
*Information may be omitted if shown elsewhere in the policy

CLAIMS-MADE "WRONGFUL ACT" COVERAGES
Policy Period From: 7/1/2016To: 7/1/2017 at 12:01 A.M. Standard Time at your mailing address shown above.*

This Insurance does not apply to claims which arose from a "wrongful act" commencing before the Retroactive Date shown below. Enter 'NONE' if no Retroactive Date applies to this Coverage Part.

RETROACTIVE DATE: 01/01/1999 COVERAGE PART: POL & EPL
*Information may be omitted if shown elsewhere in the policy

DESCRIPTION OF OPERATIONS: MUNICIPALITY

PREMIUM:	**$** Included

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

LIMITS OF INSURANCE

GENERAL LIABILITY COVERAGE	LIMIT OF INSURANCE	
EACH OCCURRENCE LIMIT	$ 1,000,000	
DAMAGE TO PREMISES RENTED TO YOU LIMIT	$ 1,000,000	Any One Premises
MEDICAL EXPENSE LIMIT	$ NOT COVERED	Any One Person
PERSONAL & ADVERTISING INJURY LIMIT	$ NOT COVERED	Any One Person or Entity
FAILURE TO SUPPLY LIMIT	$ Included per Coverage Form	
GENERAL AGGREGATE LIMIT	$ 3,000,000	
PRODUCTS/COMPLETED OPERATIONS LIMIT	$ 1,000,000/$3,000,000 AGGREGATE	
"RETAINED LIMIT"	$ 100,000	

"WRONGFUL ACT" COVERAGE

A "Wrongful Act" means any of the coverages for which a Limit of Insurance is shown that provides coverage on the basis of Each Wrongful Act, including Law Enforcement Wrongful Act, Public Officials Wrongful Act, Sexual Abuse and/or Molestation Wrongful Act or Employment Practices Wrongful Act Coverages.

The following "Retained Limit" applies to each "wrongful act" under the Coverage Form for which a Limit of Insurance is shown below:

RETAINED LIMIT – EACH "WRONGFUL ACT"	$ 100,000

"WRONGFUL ACT" CLAIMS-MADE COVERAGE

IMPORTANT NOTICE: THIS COVERAGE PART PROVIDES CLAIMS-MADE COVERAGE. PLEASE READ THE ENTIRE POLICY CAREFULLY TO DETERMINE RIGHTS AND DUTIES AND WHAT IS AND IS NOT COVERED.

PUBLIC OFFICIALS LIABILITY RETAINED LIMIT COVERAGE FORM	LIMIT OF INSURANCE
EACH "PUBLIC OFFICIALS WRONGFUL ACT" LIMIT	$ 1,000,000
ANNUAL AGGREGATE LIMIT	$ 3,000,000

EMPLOYMENT PRACTICES LIABILITY RETAINED LIMIT COVERAGE FORM	LIMIT OF INSURANCE
EACH "EMPLOYMENT PRACTICES WRONGFUL ACT" LIMIT	$ 1,000,000
ANNUAL AGGREGATE LIMIT	$ 3,000,000

SEXUAL ABUSE AND/OR MOLESTATION LIABILITY RETAINED LIMIT COVERAGE FORM	LIMIT OF INSURANCE
EACH "SEXUAL ABUSE AND/OR MOLESTATION WRONGFUL ACT" LIMIT	$ NOT COVERED
ANNUAL AGGREGATE LIMIT	$ NOT COVERED

"WRONGFUL ACT" OCCURRENCE COVERAGE

LAW ENFORCEMENT LIABILITY RETAINED LIMIT COVERAGE FORM	LIMIT OF INSURANCE
EACH "LAW ENFORCEMENT WRONGFUL ACT" LIMIT	$ 1,000,000
ANNUAL AGGREGATE LIMIT	$ 3,000,000

PUBLIC OFFICIALS LIABILITY RETAINED LIMIT OCCURRENCE COVERAGE FORM	LIMIT OF INSURANCE
EACH "PUBLIC OFFICIALS WRONGFUL ACT" LIMIT	$ NOT COVERED
ANNUAL AGGREGATE LIMIT	$ NOT COVERED

EMPLOYMENT PRACTICES LIABILITY RETAINED LIMIT OCCURRENCE COVERAGE FORM	LIMIT OF INSURANCE
EACH "EMPLOYMENT PRACTICES WRONGFUL ACT" LIMIT	$ NOT COVERED
ANNUAL AGGREGATE LIMIT	$ NOT COVERED

EMPLOYEE BENEFITS LIABILITY RETAINED LIMIT COVERAGE FORM	LIMIT OF INSURANCE
EACH "EMPLOYEE BENEFITS WRONGFUL ACT" LIMIT	$ INCLUDED IN GL
ANNUAL AGGREGATE	$ INCLUDED IN GL

SEXUAL ABUSE AND/OR MOLESTATION LIABILITY RETAINED LIMIT COVERAGE FORM	LIMIT OF INSURANCE
EACH "SEXUAL ABUSE AND/OR MOLESTATION WRONGFUL ACT" LIMIT	$ 1,000,000
ANNUAL AGGREGATE LIMIT	$ 3,000,000

PUBLIC RISK GENERAL LIABILITY RETAINED LIMIT COVERAGE FORM – LIMITED REPORTING

LOSS ADJUSTMENT EXPENSES INCLUDED WITHIN THE RETENTION, OUTSIDE THE LIMITS OF INSURANCE

Throughout this policy, the words "you" and "your" refer to the "Public Risk" entity identified as the "Named Insured" in the Declarations. The words "we", "us", "our" and "Company" refer to the Company stated in the Declarations as providing this insurance.

Within this policy, the words "Insured" or "Insureds" refer to any person or organization qualifying as an "Insured" under **SECTION III - WHO IS AN INSURED**.

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

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

SECTION I – COVERAGES

INSURING AGREEMENTS:

1. **"Bodily Injury" and "Property Damage" Liability**

   We will pay on behalf of the insured those sums in excess of the "retained limit" that the insured becomes legally obligated to pay as "loss" because of "bodily injury" or "property damage" to which this insurance applies. However, we will have no duty to pay any "loss" for "bodily injury" or "property damage" to which this insurance does not apply. This insurance applies to "bodily injury" or "property damage" only if the "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory"; and only if such "bodily injury" or "property damage" occurs during the "policy period";

2. **"Personal and Advertising Injury" Liability**

   We will pay on behalf of the insured those sums in excess of the "retained limit" that the insured becomes legally obligated to pay as "loss" because of "personal and advertising injury" to which this insurance applies. However, we will have no duty to pay any "loss" for "personal and advertising injury" to which this insurance does not apply. This insurance applies to "personal and advertising injury" only if the "personal and advertising injury" is caused by an "offense" arising out of the insured's operations; and only if such "offense" was committed in the "coverage territory", during the "policy period".

3. **Employee Benefits Liability**

   We will pay on behalf of the insured those sums in excess of the "retained limit" that the insured becomes legally obligated to pay as "loss" because of an "employee benefits wrongful act" to which this insurance applies, only if the "employee benefits wrongful act" is caused by negligent "administration" of your "employee benefits program" that is committed in the "coverage territory"; and only if the "employee benefits wrongful act" occurred during the "policy period".

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All "claims" for “loss” made by an “employee” because of an “employee benefits wrongful act”, or a series of related “employee benefits wrongful acts”, including any “loss” claimed by such “employee’s” dependents and beneficiaries, will be deemed to have been made at the time the first of those "claims" is made against any insured.

The amount we will pay for “loss” and “loss adjustment expense” under **Bodily Injury and Property Damage Liability, Personal and Advertising Injury Liability** and **Employee Benefits Liability** is limited as described in **SECTION IV - LIMITS OF INSURANCE**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **Supplementary Payments**.

INSURING AGREEMENTS CONTINUUM:

Bodily Injury and Property Damage Liability, Personal and Advertising Injury Liability and Employee Benefits Liability

a. This insurance applies to “bodily injury”, “property damage”, “personal and advertising injury” and “employee benefits wrongful act(s)” only if, prior to the “policy period”, no insured listed under Paragraphs **1. a.**, **b.**, **c.** and Paragraph **2.a.** of **SECTION III - WHO IS AN INSURED**, and no insured authorized by you to give or receive notice of an “occurrence”, “offense” or “claim”, knew or had reason to know the “bodily injury”, “property damage”, “personal and advertising injury” or “employee benefits wrongful act”, had occurred, in whole or in part. If any such insured knew or had reason to know, prior to the “policy period”, that the “bodily injury”, “property damage”, “personal and advertising injury” or “employee benefits wrongful act” occurred, was committed or took place, in whole or in part, then any continuation, change or resumption of such “bodily injury”, “property damage”, “personal and advertising injury” or “employee benefits wrongful act”, during or after the “policy period”, will be deemed to have been known prior to the “policy period”.

b. The “bodily injury”, “property damage”, “personal and advertising injury” or “employee benefits wrongful act” which occurs, is committed or takes place during the “policy period” and was not, prior to the “policy period”, known to have occurred by any insured listed under Paragraphs **1. a.**, **b.**, **c.** or Paragraph **2.a.** of **SECTION III - WHO IS AN INSURED**, or any insured authorized by you to give or receive notice of a “claim”, “loss”, “offense” or “occurrence”, includes any continuation, change or resumption of that “bodily injury”, “property damage”, “personal and advertising injury” or “employee benefits wrongful act” after the end of the “policy period”.

c. The “bodily injury”, “property damage”, “personal and advertising injury” or “employee benefits wrongful act” will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraphs **1. a.**, **b.**, **c.** or Paragraph **2.a.** of **SECTION III - WHO IS AN INSURED** or any insured authorized by you to give or receive notice of a “claim”, “loss”, “offense” or “occurrence”:

(1) Reports all, or any part, of the “bodily injury”, “property damage”, and “personal and advertising injury “ or ”employee benefits wrongful act” to us or any other insurer;

(2) Receives a written or verbal demand or “claim” for “loss” because of the “bodily injury”, “property damage”, “personal and advertising injury” or “employee benefits wrongful act”; or

(3) Becomes aware by any other means that “bodily injury”, “property damage”, “personal and advertising injury”, or “employee benefits wrongful act” has taken place, occurred or has begun to occur.

d. “Loss” because of “bodily injury” includes damages claimed by any person or organization for care, loss of services or death resulting at any time from that “bodily injury”.

SUPPLEMENTARY PAYMENTS

A. The insured will have the obligation to provide an adequate defense, to investigate any “claim” or “suit”, and to accept any offer of settlement within the “retained limit” that is deemed reasonable by us, with regard to any

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"bodily injury", "property damage", "personal and advertising injury" or "employee benefits wrongful act" covered by this policy:

1. The insured shall pay all "loss adjustment expense" that relates to the defense of "claims" or "suits" which amounts are within the "retained limit";

2. We will not pay any "loss adjustment expense" above what we would have otherwise paid had the "loss" been settled for any reasonable amount within the "retained limit".

B. Should the Insured or the Claims Administrator fail to pay any amounts for "loss", or to provide such defense, that would otherwise be required by the coverage, terms and conditions of this policy, we may elect to pay these "losses", or to provide such defense as is necessary to meet such coverage, terms and conditions of the policy. If we elect to make such payment or provide such defense for amounts that are within the "retained limit", you will promptly reimburse us for the amounts we elect to pay as "loss", and the sum of all such "loss adjustment expense" we incur to provide defense that would otherwise have been within the "retained limit".

C. We will have the right, but not the obligation, to assume charge of the defense of any "claim" or "suit", at our expense.

D. We have the right, but neither the duty nor obligation, to associate at our expense with the insured in the defense, investigation or settlement of any "claim" or "suit" seeking "loss" to which this insurance may apply, if such "losses" sought are in excess of the "retained limit" or which, in our opinion and based on the terms and conditions of this policy, may create liability for us under this policy. In such event, the insured will cooperate fully.

1. No "loss adjustment expense" shall be incurred on behalf of the company without our written consent;

2. The insured will not enter into any settlement that may impact this policy, agree to a judgment or consent against it, or assign rights under this policy to anyone unless we first consent in writing; and

3. Upon our written request, the insured will tender such portion of the "retained limit" as we may deem necessary to complete the settlement of such "claim" or "suit".

E. We have the right and duty to defend the insured against any "claim" or "suit" seeking "loss" for "bodily injury", "property damage", "personal and advertising injury" or an "employee benefits wrongful act" to which this insurance applies only when the "retained limit" has been exhausted because of judgments, settlements and "loss adjustment expense(s)" paid to a third party under **Bodily Injury and Property Damage Liability, Personal and Advertising Injury Liability** or **Employee Benefits Liability** as described in the **INSURING AGREEMENTS** and **INSURING AGREEMENTS CONTINUUM**:

1. The amount we will pay in excess of the "retained limit" is fixed as described in **SECTION IV - LIMITS OF INSURANCE**; and our right and duty to defend ends when we have used up the applicable of Limit of Insurance in the payment of judgments and settlements under **Bodily Injury and Property Damage Liability, Personal and Advertising Injury Liability** or **Employee Benefits Liability** as described in the **INSURING AGREEMENTS** and **INSURING AGREEMENTS CONTINUUM**;

2. When the duty to defend exists, we will pay, in addition to the Limit of Insurance, the following "loss adjustment expenses":

a. All expenses incurred by us;

b. Court costs taxed against an insured in any "suit" we defend;

c. The cost of bonds to release attachments, but only for bond amounts within the applicable Limit of Insurance. We do not have to furnish these bonds;

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the "claim" or "suit". This includes actual loss of earnings because of time off from work, up to $500 per day;

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e. Prejudgment interest awarded against any insured on that part of the judgment we pay. If we make an offer to pay the applicable Limit of Insurance, we will not pay:

(1) Any prejudgment interest based on that period of time after the offer; or

(2) Interest on the amount of any judgment, in excess of the "retained limit";

that accrues after entry of the judgment and before we have paid, offered to pay or deposited in the court the part of the judgment that is within the applicable Limit of Insurance;

We are not responsible to pay any of these "loss adjustment expenses" listed above for any settlement or judgment amounts that are within the "retained limit".

F. We will have no duty to defend an insured against any "suit" seeking "loss" for "bodily injury", "property damage", "personal and advertising injury" or an "employee benefits wrongful act" to which this insurance does not apply.

G. We have the right, but no duty, to appeal any judgment.

H. We will have no duty to defend any "claim" or "suit" that any other Insurer has a duty to defend. If no other Insurer defends, we may do so, but we will be entitled to the insured's rights against all those other Insurers.

SECTION II – EXCLUSIONS

This insurance does not apply to:

1. Aircraft, Auto or Watercraft

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the ownership, maintenance, licensure, permit, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by, or rented or loaned to, any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" or "offense" which caused the "bodily injury", "property damage" or "personal and advertising injury" involved the ownership, maintenance, licensure, permit, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by, or rented or loaned to, any insured.

Exception to Exclusion:

This exclusion does not apply to:

a. An aircraft that is:

(1) Chartered with a pilot to an insured;

(2) Not owned by an insured; and

(3) Not being used to carry any person or property for a charge;

b. A watercraft while ashore on premises you own, lease or rent;

c. A watercraft you do not own that is:

(1) Less than 51' in length; and

(2) Not being used to carry persons or property for a charge; and

(3) Not being used in any racing or stunting activity;

d. A watercraft you own that is:

(1) Less than 51 feet in length; and

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(2) Not powered by a motor; or

(3) Powered by a motor or combination of motors of 100 horsepower or less; or

(4) "Personal watercraft" powered by a motor or combination of motors of 300 horsepower or less;

e. Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to any insured;

f. "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in paragraphs **f. (2)** or **f. (3)** of the definition of "mobile equipment";

As respects watercraft, this exception applies to any person or organization that, with your express or implied consent, either uses or is responsible for the use of a watercraft described in **b.**, **c.** or **d.**

2. Airport Liability

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the ownership, maintenance, operation, licensure, permit, use, entrustment to others, inspection of any premises or any portion of the premises, that is used as an airport, airfield, runway, hangar or other building or property used in aviation activities; or at an "airport facility". This exclusion extends to the "loading or unloading" of any aircraft or ground support; or any use of control equipment associated with airfields, runways, hangars, including buildings or other properties used in aviation activities, or at "airport facilities".

Exception to Exclusion:

However, this exclusion does not apply if the "occurrence" or "offense" takes place in an area normally accessible to the public for the purpose of entering, leaving or using the "airport facilities".

"Airport facility(ies)" means any portion of the airport building, including the airport terminal, which is owned and operated by the insured. It also includes the vehicle parking lots and garages servicing the airport building, but only if such parking lots and garages are owned and/or operated by the insured. "Airport facility" does not include airfields, runways, hangars, or any aviation area, or any building or area at the airport that is not owned and/or operated by the insured.

3. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay "loss" by reason of the assumption of liability in a contract or agreement.

Exception to Exclusion:

This exclusion does not apply to liability for "loss":

a. That the insured would have in the absence of the contract or agreement; or

b. Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be "loss" because of "bodily injury" or "property damage", provided that:

(1) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and

(2) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which "loss" to which this insurance applies are alleged.

4. Damage to Impaired Property or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

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a. A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or

b. A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

Exception to Exclusion:

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

5. Damage to Property

"Property damage" to:

a. Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

b. Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

c. Property loaned to you;

d. Personal property in the care, custody or control of the insured;

e. That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

f. That particular part of any property that must be restored repaired or replaced because "your work" was incorrectly performed on it.

Exception(s) to Exclusion:

Paragraphs **a.**, **c.** and **d.** of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days.

Paragraph **b.** of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs **c.** and **d.** of this exclusion do not apply to "mobile equipment" borrowed or commandeered by an insured in connection with "emergency services activities".

Paragraph **d.** of this exclusion does not apply to "property damage" to personal property belonging to anyone receiving service from any insured during an "emergency services activity" because of "loss" by theft, physical damage or disappearance of such property during the period when "employees" or authorized "volunteer workers" of the insured arrive on the scene or while they are rendering service to others and ending when they either leave the scene, complete their service, or transfer care of a transported patient to others. This insurance does not apply to that portion of any "loss" for which the Named Insured has other valid and collectible insurance.

Paragraphs **e.** and **f.** of this exclusion do not apply to "property damage" resulting from actions taken to protect persons or property during "emergency services activities".

Paragraphs **c.**, **d.**, **e.** and **f.** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraphs **c.**, **d.** and **f.** do not apply to the use of elevators. However, any such insurance afforded shall be excess over any property insurance (including any "retained limit") available to the insured.

Paragraph **f.** of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

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6. Damage to "Your Product"

"Property damage" to "your product" arising out of it or any part of it.

7. Damage to "Your Work"

"Property damage" to "your work" arising out of it or any part of it, and included in the "products-completed operations hazard".

Exception to Exclusion:

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

8. Distribution of Material In Violation Of Statutes

Any "bodily injury", "property damage" or "personal and advertising injury", or any other injury, "loss", cost or damages arising directly or indirectly out of any action or omission that violates or is alleged to violate:

a. The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or

b. The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or

c. Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

9. Dumps, Landfills and Hazardous Waste Premises

"Bodily injury", "property damage" or "personal and advertising injury" resulting from or arising out of:

a. Any premises, location or site that is or has ever been a dump (operating or non-operating), sanitary landfill, chemical landfill, hazardous waste site, or any premises, location or site that is or has been designated as a Superfund site; including:

(1) Operations on those premises or elsewhere which are necessary or incidental to the ownership, maintenance or use of such premises; or

(2) Goods or products manufactured at, or distributed from, such premises.

b. Any of the following:

(1) Operations on those premises in **a.** above or elsewhere, which are necessary or incidental to the ownership, maintenance or use of such premises, including but not limited to the storage, disposal, processing or treatment of waste materials; or

(2) Goods or products manufactured at, or distributed from, such premises; or:

(3) Any property that is or has been sealed off, closed, abandoned or alienated; or other action has been taken in compliance with any statute, ordinance or governmental regulation or directive requiring maintenance or monitoring during or after such sealing off, abandonment or closure.

Exception to Exclusion:

However, this exclusion does not apply to:

i. Your liability for "bodily injury" occurring on the premises, locations or sites described in **a.(1)**; or

ii. Your liability for "property damage" to non-owned autos on those premises, locations or sites in **a.(1)**.

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10. Electronic Data

Any ”bodily injury”, “property damage” or “personal and advertising injury” or any other injury, “loss”, cost or damages, directly or indirectly, arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

11. Electronic Vandalism

Any “loss”, injury, damage, cost or expense caused directly or indirectly by Electronic Vandalism. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss. As used in this exclusion, Electronic Vandalism means:

(1) Willful or malicious destruction of computer programs, content, instructions or other electronic or digital data stored within computer systems.

(2) Unauthorized computer code or programming that:

(a) Deletes, distorts, corrupts or manipulates computer programs, content, instructions or other electronic or digital data, or otherwise results in damage to computers or computer systems or networks to which it is introduced;

(b) Replicates itself, impairing the performance of computers or computer systems or networks; or

(c) Gains remote control access to data and programming within computers or computer systems or networks to which it is introduced, for uses other than those intended for authorized users of the computers or computer systems or networks.

With respect to any activity that comes within the terms of the War and Military Action Exclusion and involves Electronic Vandalism, the War and Military Action Exclusion supersedes this Electronic Vandalism Exclusion. With respect to any activity that comes within the terms of the Terrorism Exclusion and involves Electronic Vandalism, the Terrorism Exclusion supersedes this Electronic Vandalism Exclusion.

12. Eminent Domain or Inverse Condemnation

Any “claim”, “loss”, injury or damage resulting arising out of or resulting from deprivation, destruction or controlling of property by any means, method or proceeding that involves or is any way related to the principles of eminent domain, inverse condemnation, adverse possession, right of prescription, dedication by the adverse use, lack of due process or by whatever name used or however characterized; or the resulting diminution of property value.

This exclusion applies whether or not any “claim” is made directly against any insured or by virtue of any agreement into by or on behalf of any insured

13. Employee Benefits Liability

With respect to Employee Benefits Liability coverage, this policy does not apply to:

a. “Bodily injury”**,** “property damage” or “personal and advertising injury”;

b. “Claims” for injury or damage arising out of:

(1) A dishonest, fraudulent, criminal or malicious act, error or omission committed by or at the direction of any insured, including the willful or reckless violation of any statute;

(2) The failure of performance of contract by any Insurer;

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(3) Failure of any plan included in the "employee benefits program" to meet its obligations due to insufficient funds;

(4) Failure of any investment to perform or errors in providing information on past performance of investment vehicles;

(5) Counsel or advice given to any person with respect to that person's decision to participate or not participate in any plan included in the "employee benefits program";

(6) Your failure to comply with the mandatory provisions of any workers' compensation, unemployment insurance, social security law, disability benefits law, the Fair Labor Standards Act of 1938 and its amendments, or any similar laws;

(7) Liability imposed on you as a Fiduciary by:

(a) The EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974 (ERISA) or the CONSOLIDATED OMNIBUS BUDGET RECONCILIATION ACT of 1986 (COBRA), as now or hereafter amended;

(b) The INTERNAL REVENUE CODE OF 1986 (including the INTERNAL REVENUE CODE OF 1954) and its amendments;

(c) Any taxes, fines, or penalties, including those imposed under **(a)** or **(b)**; or

(d) Any similar Federal, state or local laws, permits or ordinances;

(8) The act of terminating or altering any insured's "employee benefits program".

This insurance does not apply to any "claim" for benefits to the extent that such benefits are available, with reasonable effort and cooperation from the insured, from the applicable funds accrued or other collectible insurance.

14. Employee Compensation

Any "claim", award or settlement of back salary or wages or other "employee" compensation.

15. Employer's Liability

"Bodily injury" to:

a. An "employee" or "volunteer worker", arising out of and in the course of employment by the insured; or performing duties related to the conduct of the insured's operations; or

b. The spouse, child, parent, brother or sister of that "employee" or "volunteer worker" as a consequence of paragraph **a.** above.

This exclusion applies:

(a) Whether the insured may be liable as an employer or in any other capacity; and

(b) To any obligation to share "loss" or damages with or repay someone else who must pay "loss" or damages because of the "bodily injury".

Exception to Exclusion:

This exclusion does not apply to liability assumed by the insured under an "insured contract" covered under this policy; or to "bodily injury" directly arising out of the rendering or failure to render emergency aid or emergency paramedical services to an "employee" of the insured by any nurse, emergency medical technician or paramedic who is employed by the insured to provide such services.

16. "Employment Practices Wrongful Act"

Any "employment practices wrongful act(s)". An "employment practices wrongful act", singular or plural, includes any "loss", "offense", injury or damages to any:

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a. Person, or any class of person, arising out of any:

(1) Employment-related practices, policies, procedures, acts, errors or omissions, including but not limited to, coercion, demotion, evaluation, reassignment, discipline, libel, slander, defamation, harassment, humiliation, or "discrimination" involving or directed at any person or class of person;

(2) Verbal, physical, mental or emotional abuse, "offense", injury or "loss" resulting from or arising out of employment practices, policies, procedures, acts, errors or omissions involving, connected with, or in any way related to interviews, hiring, supervision, probation, termination, or any other act or determination of employment or non-employment of any person or class of person;

(3) False arrest, false imprisonment, libel, slander, defamation, harassment, humiliation, "discrimination", invasion of privacy, wrongful eviction, malicious prosecution, abuse of process, or arising out of any aspect of "law enforcement activities" affecting employment or non-employment of any person or class of person;

(4) Verbal, physical, mental or emotional abuse, "offense", injury, damage or "loss" resulting from or arising out of such employment-related practices, policies, acts, errors or omissions including but not limited to those described in **(1)** through **(4)** above;

(5) Failure to adopt or comply with adequate workplace or employment policies or procedures;

(6) Failure or refusal to grant tenure;

(7) Failure or refusal to employ, train, or promote a person;

(8) Denial of training, deprivation of career opportunity, or breach of employment contract;

(9) Evaluation, assignment, reassignment or discipline of any person or class of person;

(10) Dismissal, discharge or termination of employment or membership, whether actual or constructive, of any person or class of person;

(11) Retaliatory action against any person for the exercise of, or not exercising, any legally protected right, or for engaging in any legally protected activity, including but not limited to, actions of:

(a) Performing or declining to perform an unethical or illegal act;

(b) Filing a complaint or bringing "suit";

(c) Testifying against an insured at a legal proceeding;

(d) Notifying a proper authority of any aspect of your operation that is illegal;

(12) Violation of the Family Medical Leave Act (FMLA), or similar state or local law;

(13) Violation of any Federal, state or local law (common law or statutory) concerning employment or any "employment practices wrongful act" described in **(1)** through **(12)** above; or if insurance is prohibited by law; or

b. Spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any "employment practices wrongful act" described in paragraphs **(1)** through **(12)** above is directed:

c. Person or any class of person arising out of any "discrimination" or harassment directly or indirectly related to the past employment, employment or prospective employment by any insured.

This "Employment Practices Wrongful Act" exclusion applies:

(a) Whether the injury-causing event described in Paragraphs **a. (1)** through (**12)** above occurs before employment or after employment of that person or class of person;

(b) Whether the insured may be liable as an employer or in any other capacity; and

(c) To any obligation to share "loss" with or repay someone else who must pay "loss", injury or damages because of the injury.

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17. Engineers, Architects or Surveyors Professional

Bodily injury", "property damage" or "personal and advertising injury":

a. Arising out of the rendering or failure to render any "professional services" by any engineer, architect or surveyor who is either employed by you or performing work on your behalf in their capacity as an engineer, architect or surveyor. For purpose of this exclusion, "professional services" include, but are not limited to:

(1) The preparing, approving or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and

(2) Supervisory, inspection, architectural or engineering activities.

Exception to Exclusion:

However, this exclusion does not apply to engineering or surveying "professional services" performed by your "employees" while acting in the course and scope of their duties for you as such; and the "professional services" as defined herein are performed solely for the purpose of exercising the insured's right of review or approval of maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications of other engineers or surveyors.

18. E.R.I.S.A.

Any obligation imposed upon or imputed to the insured under the Employee Retirement Income Security Act of 1974 (E.R.I.S.A.), as now or hereafter amended, or arising out of the insured's capacity as a Fiduciary of any "employee benefits program" or self-insurance fund.

19. Expected or Intended Injury

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

Exception to Exclusion:

This exclusion does not apply to:

a. "Bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property; and

b. "Bodily injury" and "property damage" resulting from an act by any insured which is performed within their legal authority and arises out of their "emergency services activity" or "emergency training operations".

20. Failure to Supply

"Bodily injury" or "property damage" arising out of the failure of any insured to adequately supply gas, oil, water, electricity or steam by any utility or municipal authority, whether owned or not by any insured.

Exception(s) to Exclusion:

Limited Failure to Supply: This exclusion does not apply if the failure results from the sudden and accidental injury to tangible property owned or used by any insured to procure, produce, process or transmit the gas, oil, water, electricity or steam.

Failure to Supply: By exception, this exclusion does not apply if there is a limit shown on the Declarations extending coverage for Failure to Supply to a designated utility service.

Excluded:

However, this exception does not apply if the failure to provide such utility service is due to any of the following:

a. Lack of regular and customary maintenance, or the improper care of mains, lines, grids, poles or any equipment;

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b. Inadequate power source if such inadequacy was known to the insured prior to the "occurrence" and the insured did not take steps to correct such inadequacy;

c. Inadequate or improper training and/or skill level of responsible person(s) conducting the applicable utility operation(s); or

d. Breach of an "insured contract".

21. Handling of "Claims" or "Suits" Within The "Retained Limit"

"Losses" arising out of the handling of any "claims" or "suits" within the "retained limit", including the investigation, defense or settlement of any "claims" or "suits".

22. Health Care Services

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering or failure to render:

a. Medical, surgical, dental, laboratory, x-ray or nursing service, treatment, advice or instruction, or the related furnishing of food or beverages; or

b. Any health or therapeutic service, treatment, advice or instruction;

c. The furnishing or dispensing of:

(1) Over-the-counter medicine or prescription medication;

(2) Medical, dental or surgical supplies or appliances; or

(3) First aid;

d. The handling or treatment of dead bodies, including autopsies, organ donations or other postmortem procedures.

Exceptions to Exclusion:

However, this exclusion does not apply to any "employee", "executive officer", "temporary worker" or "volunteer worker" who:

(1) Has not in the past, and does not currently hold, a medical professional license;

(2) Is a licensed or registered nurse, counselor, psychologist, physical therapist, language or speech therapist, hearing therapist, emergency medical technician (EMT), paramedic or athletic trainer; but then only for services that are within the authorized responsibility, course and scope of their respective employed position for you or on your behalf in conducting your operations; or

(3) Acts as a moderator for support groups in connection with your operations and is not a licensed or certified psychologist or psychiatrist.

Excluded:

(1) The Health Care Services ***Exceptions to Exclusion*** do not apply if the Insured is in the business or occupation of providing Health Care Services of any type.

(2) The Health Care Services ***Exceptions to Exclusion*** do not apply if such injury or damage takes place after the person's license or right to practice health care services has been revoked, suspended or surrendered at the request of any regulatory authority or institution; or while that person is acting outside the actual or apparent authority, responsibility, course and scope of the duties that are normal and customary to conducting your operations.

(3) The Health Care Services ***Exceptions to Exclusion*** do not apply to an "employee", "executive officer", "temporary worker", "volunteer worker", or nurse, counselor, psychologist, therapist, emergency medical technician, paramedic, first aid attendant or athletic trainer, while such person is acting in the following areas, even if these areas are within the actual or apparent authority, responsibility, course and scope of the position; or whether acting solely or as an

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assist in such areas or activities; and regardless of the number, type or characteristics of any group(s) or person(s) being serviced:

a. Psychiatric, behavioral health, or any mental health facilities or services;

b. Jails, detention centers, holding cells (student, juvenile and/or adult) facilities or services;

c. Nursing or convalescent homes, or any facility operations for the aged, the developmentally challenged or disabled;

d. Hospitals, alcohol and/or drug treatment facilities, except activities at such alcohol and/or drug treatment facility that is operated by a school insured under this policy, and exception has been granted providing coverage for that facility's operations by scheduled endorsement;

e. Surgical operations or surgical assist services to anyone, wherever performed;

f. Supervisory or oversight duties to anyone who is not your "employee"; or where such supervisory or oversight duties are not the duty of the insured's employed school nurse school psychologist, physical therapist, hearing and speech therapist, emergency medical technician, paramedic, first aid attendant or athletic trainer.

23. "Law Enforcement Activities"

"Bodily injury", "property damage", "personal and advertising injury", "employee benefits wrongful act", or any other injury, damage, "loss", cost, expense, liability or legal obligation caused by, contributed to by, resulting from, or arising out of any aspect of "law enforcement activities".

24. Legal Services

Anyone providing legal services other than an attorney employed full time by the named insured.

25. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

a. Causing or contributing to the intoxication of any person;

b. The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

c. Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business or operations of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

Exception to Exclusion:

This exclusion does not apply to "bodily injury" or "property damage" arising out of the selling, serving or furnishing of alcoholic beverages at functions or activities that are:

(1) Temporary in nature;

(2) Not exceeding five (5) consecutive days per activity or function, or an event specifically added by endorsement; and

(3) Sponsored by you.

26. Medical and Related Facilities Activities

"Bodily injury", "property damage" or "personal and advertising injury" arising out any operations or activities at or from any medical or health facility owned, operated, used, inspected, maintained, or

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licensed by any insured, or located on any property owned, leased, rented or subleased by any insured. For purpose of this exclusion, medical or health facility includes but is not limited to the following:

a. Medical centers or medical universities or any similar medical related facilities;

b. Hospitals or clinics, including group medical facilities, trauma centers, or similar facilities; or

c. Nursing or convalescent homes, institutions or similar facilities for the aged, developmentally disabled, mentally or physically challenged;

d. Homes or sanitariums for the mentally ill, depression centers, or similar facilities;

e. Medical facilities or infirmaries in connection with law enforcement operations, including but not limited to jails, penal institutions, correctional facilities, youth/juvenile facilities, group homes; or similar facilities;

f. Drug, alcohol or substance abuse treatment facilities or similar health care or treatment centers;

g. Pharmacy or other prescription drug or medical equipment dispensing facilities; or

h. Infirmaries or similar facilities.

Exception to Exclusion:

For purpose of this exclusion, a medical or health facility does not include a health department that is owned, operated, used, or maintained by an insured, except those facilities as described in **a.** through **g.** above.

27. Mobile Equipment

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

a. The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or

b. The use of "mobile equipment" in, or while in practice or preparation for a prearranged racing, speed or demolition contest or in any stunting activity.

28. Nuclear Hazard

Nuclear reaction or radiation, or radioactive contamination, however caused.

With respect to any activity that comes within the terms of the War and Military Action Exclusion and involves nuclear reaction or radiation, or radioactive contamination, the War and Military Action Exclusion supersedes this Nuclear Hazard Exclusion.

29. "Personal and Advertising Injury"

a. "Bodily injury"

To "bodily injury" arising out of "personal and advertising injury";

b. Knowledge of Violation of Another's Rights

Caused by or at the direction of an insured with the knowledge that the act would violate the rights of another and would inflict "bodily injury" or "personal and advertising injury";

c. Violation of Published Material

(1) Arising out of oral or written publication of material, if done by or at the direction of an insured with knowledge of its falsity; or

(2) Arising out of oral or written publication of material whose first publication took place before the beginning of the "policy period";

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d. Criminal Acts and Violation of Statute or Ordinance

(1) Arising out of a criminal act committed by or at the direction of the insured; or

(2) Arising out of the willful violation of a penal statute or ordinance committed by or with the consent of the insured;

e. Assumed Liability and Breach of Contract

(1) For which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for "loss" that the insured would have in the absence of the contract or agreement; or

(2) Breach of contract, other than misappropriation of advertising ideas under an implied contract;

f. Violations of Goods, Products or Services

(1) Arising out of the failure of goods, products or services to conform with advertised quality or performance; or

(2) The wrong description of the price of goods, products or services;

g. Infringement of Copyright, Patent, Trademark or Trade Secret

Arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights; except this exclusion does not apply to infringement in your "advertisement" of copyright, trade dress or slogan. Under this exclusion, such other intellectual property rights do not include the use of another's advertising idea in your "advertisement";

h. Advertising, Broadcasting, Publishing, Telecasting and Internet Businesses or Activities

(1) Arising out of an "offense" committed by an insured whose business is advertising, broadcasting, publishing or telecasting;

(2) Arising out of an "offense" committed by an insured whose business is designing or determining the content of websites for others; or

(3) Arising out of an "offense" committed by an insured whose business is an Internet search, access, content or service provider.

(4) Arising out of an electronic chat room or bulletin board the insured hosts, owns or over which the insured exercises control;

(5) Arising out of the unauthorized use of another's name or product in your email address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

For purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet is not, by itself, considered the business of advertising, broadcasting, publishing or telecasting.

Exception to Exclusion:

Exclusions **h.(1)**, **(2)** or **(3)** do not apply to "personal and advertising injury" arising out of:

(a) False arrest, detention or imprisonment;

(b) Malicious prosecution; or

(c) The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor.

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30. Pollution

a. To “bodily injury”, “property damage”, “personal and advertising injury”, or any other injury, damage, “loss”, cost, expense, liability or legal obligation arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release, escape or potential presence in or introduction into the environment of any substance if such substance has, or is alleged to have, the effect of making the environment impure, harmful or dangerous; or any other such substances that are considered a “pollutant”. Environment includes any air, land, structure (or the air within), watercourse or other body of water, including underground water; or

b. To any “loss”, cost or expense arising out of any:

(1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the affects of, “pollutants”; or

(2) Any “claim” or “suit” by or on behalf of a government authority for “loss” or damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the affects of, “pollutants”.

Exceptions to Exclusion:

The entireties of the Pollution *Exceptions* only apply if:

(i) The insured meets all standards of any statute, ordinance, regulation or license requirement of any Federal, state or local government relating to the application, use, storage, transporting or handling of any chemical; and

(ii) All other criteria described within these exceptions are met; and

(iii) The insured does not sell, apply, use, transport or store any chemical that is banned or listed as suspect by any federal, state or local government authority.

Sudden and Accidental Discharge

Except as respects exception **(1) Heating, Air Conditioning, Ventilation Systems**, the entirety of the Pollution **Exceptions** apply only to Sudden and Accidental Discharge that must meet the following additional criterion under this policy:

The discharge:

(a) Commences abruptly during the “policy period”; and

(b) Is accidental, unintended and stopped as soon as possible; and

(c) Ends within seven (7) consecutive days of the date of its abrupt commencement; and

(d) Becomes known to an Insured listed under paragraph **1.** of **Section III – WHO IS AN INSURED**, or to an “employee” authorized by you to give or receive notice of a “claim” or “occurrence”; and

(e) Is reported to us within thirty (30) days of the date of its abrupt commencement.

Exceptions (1) through (10):

Paragraph a. of this Pollution Exclusion does not apply as respects the following exceptions, subject to the additional parameters described above:

(1) Heating, Air Conditioning, Ventilation Systems

To “bodily injury” if sustained within a building which is or was at any time owned or occupied by, or rented or loaned to, any insured and is and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building’s occupants or their guests; or

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(2) "Hostile Fire"

To "bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire" unless that "hostile fire" occurred or originated:

(a) At any premises, site or location which is or was at any time used by any insured or others for the handling, storage, disposal, processing or treatment of waste; or

(b) At any premises, site or location for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your coverage form as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

(c) At any premises, site or location on which any insured or other contractors or subcontractors working directly or indirectly on any insured's behalf, are performing operations to test for, monitor, clean up, remove, contain, treat, detoxify, neutralize or in any way respond to, or assess the effects of, "pollutants" except to the extent coverage is provided in Paragraph **(3) Emergency Operations** or **(4) Mobile Equipment** below.

(3) Emergency Operations

To "bodily injury" or "property damage" which occurs or takes place as a result of your operations, provided that the "bodily injury" or "property damage" is not otherwise excluded in whole or part, and such "bodily injury" or "property damage" arises out of one or more of the following:

(a) Urgent response for the protection of property, human life, health or safety conducted away from premises owned by or rented to or regularly occupied by you;

(b) "Emergency training operations" by you; or

(c) Water runoff from the cleaning of equipment used in "emergency services activities" or "emergency training operations".

(4) "Mobile Equipment"

To "bodily injury" or "property damage" arising out of fuels, lubricants or other operating fluids needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, but only if:

(a) The fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them; and

(b) The fuels, lubricants or other operating fluids were not:

i. Intentionally discharged; or

ii. Brought on or to a premises, site or location with the intent to be discharged as part of the operations being performed by an insured, contractor or subcontractor.

(5) Road Treatment Chemicals

To "bodily injury" or "property damage" arising out of the application or use of sodium chloride, chloride calcium or other chemical products designed for the treatment of roads and other paved surfaces for weather conditions.

(6) Swimming Pools

To "bodily injury" or "property damage" arising out of the application or use of chlorine or other chemical products designed for the treatment of swimming pools.

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(7) Pesticide or Herbicide Application

To "bodily injury" or "property damage" arising out of the application, handling, transporting, storage or use of “pesticides or herbicides”, fungicides or fertilizers.

(8) Water Treatment

To “bodily injury” or “property damage” arising out of the usage, handling or storage of any chemical designed for use in the treatment of water or wastewater.

(9) Above Ground Tanks

To "bodily injury" or "property damage" arising out of any discharge, dispersal, release or escape of “pollutants” from an above ground storage tank, its facilities or piping with a storage tank capacity of 2,500 gallons or less while at a premises you own or legally occupy in the “coverage territory”, but only if such discharge, dispersal, release or escape of “pollutants”:

(a) Begins at an identified time and place during the “policy period”; and

(b) Ends in its entirety, at an identified time within forty-eight (48) hours of the beginning of the discharge, dispersal, release or escape of the “pollutants”.

(10) Water and Sewage Operations

(a) To “bodily injury” or “property damage” arising out of water intended for human consumption, which is provided by the insured; or

(b) To “property damage” to a building or its contents, or resulting “bodily injury”, if such “property damage” or “bodily injury” is caused by the escape or back-up of sewage or waste water from any sewage treatment facility or fixed conduit or piping that you own, operate, lease, control or for which you have the right of way, but only if “property damage” occurs away from land you own or lease.

Excluded:

This pollution exception **(10) Water and Sewage Operations** does not apply if any of the “bodily injury” or “property damage”:

i. Arises out of the “hazardous properties” of any “nuclear material” in the water or sewage; or

ii. Occurred as a result of corrosive or radioactive material or waste in the sewage.

The entirety of any discharge or series of related discharges will be deemed to be a single discharge regardless of the length of time over which the “pollutant(s)” are released. The entirety of any discharge or series of related discharges will be deemed to have occurred at the date the earliest discharge commenced.

Discharge as used in this exclusion includes discharge, dispersal, seepage, migration, release or escape.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **Supplementary Payments**.

31. Recall of Products, Work or Impaired Property

“Loss” claimed for any injury, damages, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

a. “Your product”;

b. “Your work”; or

c. “Impaired property”;

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if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

32. Underground Storage Tanks

"Bodily injury" or "property damage" arising out of any emission, discharge, dispersal, seepage, migration, release or escape directly from any underground storage tanks or facilities, or their piping. Underground storage tank means any storage tank, including any attached pumps, valves or piping, having at least 10% of it buried below the surface of the ground or water, or which, at any time, had been buried under the surface of the ground or water and then subsequently exposed by any means.

33. War and Military Action

"Bodily injury", "property damage", "personal or advertising injury" or "employee benefits wrongful act(s)" however caused, arising, directly or indirectly, out of:

(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:

i. By any government or sovereign power (de jure or de facto), or by any authority maintaining or using military, naval or air forces;

ii. By military, naval or air forces; or

iii. By an agent of any such government, power, authority or forces.

(2) Invasion, insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating or defending against such an occurrence.

Any discharge, release, explosion or use of any chemical or biological agent, or any weapon or device of war employing nuclear fission or fusion, will be conclusively presumed to be such a hostile or warlike action by such a government, power, authority or forces.

With respect to any action that comes within the terms of this War and Military Action Exclusion and:

(a) Involves nuclear reaction or radiation, or radioactive contamination, this War and Military Action Exclusion supersedes the Nuclear Hazard Exclusion.

(b) Involves a discharge, dispersal, seepage, migration, release, escape or application of any pathogenic or poisonous biological or chemical materials, this War and Military Action Exclusion supersedes the Pathogenic or Poisonous Biological or Chemical Materials Exclusion.

(c) Involves Electronic Vandalism as defined in the Electronic Vandalism Exclusion, this War and Military Action Exclusion supersedes the Electronic Vandalism Exclusion.

Comes within the terms of the Terrorism Exclusion, this War and Military Action Exclusion supersedes the Terrorism Exclusion.

34. Workers Compensation and Similar Laws

Any obligation of any insured under a workers' compensation, disability benefits or unemployment compensation law, or any similar law.

SECTION III – WHO IS AN INSURED

1. INSURED:

The term Insured as used herein means the entity stated in the **Declarations** as the **Named Insured**, and except as excluded herein or by endorsement to this policy:

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a. Governmental Agencies, Boards and Commissions and their Members: A governmental agency or authority, subdivision, department, municipal body, board or commission, or other similar unit that is:

(1) Operated by you;

(2) Subject to your oversight, control or direction; and

(3) Operated with funds administered by you and allotted to such agency, authority, subdivision, department, municipal body, board or commission.

This includes the individual members of your governmental entities, boards and commissions, but only with respect to their duties and while acting within the course and scope of authority allocated by their position on such governmental entities, boards or commissions.

This does not include any of the following:

Not Insured:

(1) Unless otherwise excepted, this insurance does not extend to any of the following boards, commissions or units or their members, regardless of your oversight or control:

(a) Airports;

(b) Transit Authorities;

(c) Hospitals;

(d) Gas Companies;

(e) Housing Authorities;

(f) Port Authorities.

(2) This insurance does not apply to any agency, authority, subdivision, department, municipal body, board or commission, administrative department or other similar unit, including their membership:

(a) that is an autonomous entity; or

(b) that is wholly subject to independent or outside oversight, control or direction; or

(c) whose liability is not the result of the oversight, control or direction of the Named Insured.

INSURED:

b. Directors and Executive Officers: An individual while appointed as a director or “executive officer”, but only with respect to their duties as your officers or directors and while acting within the course and scope of authority allocated by their position as your officers or directors;

c. Elected or Appointed Officials: An elected or appointed official of any board, commission or agency of yours, but only with respect to their duties and while acting within the course and scope of authority allocated by their position as such elected or appointed official of that board, commission or agency;

d. Partnerships or Joint Ventures: A partnership or joint venture, including a mutual assistance pact, joint powers agreement or similar arrangement, but only with respect to the conduct and scope of your operations and only to the extent of your sole participation or interest;

e. Trustees: A trustee, but only as respects their duties as your trustee;

f. Legal Heirs, Representatives and Assigns: The estates, heirs, legal representative or assigns of deceased persons who were insureds at the time of a covered “ loss”, but only to the extent that such Insured(s) would have otherwise been afforded coverage under this policy;

g. Emergency Medical Responder: A paramedic or emergency medical technician, but solely while acting within the course and scope of your employment or while acting as your "volunteer worker” and at your direction while providing emergency health care services;

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h. Emergency Dispatchers: 911 dispatchers, but solely while acting within the course and scope of their employment by you or at your direction;

i. Employees and Volunteers: "Employees", "volunteer workers" and "temporary workers" not otherwise covered under **1. a.** through **g.**, but only for acts within the course and scope of their employment or within the scope of volunteer activities under your direction that are insured by this policy.

2. OTHER INSUREDS:

In addition to you, each of the following is an insured, except if otherwise excluded herein or by endorsement:

a. Mutual Aid Agreements: Any person or organization providing service to an Insured under a mutual aid contract or similar agreement that is otherwise covered by this policy, but only to the extent of their liability under that contract or agreement, for acts that are within the course and scope of that mutual aid contract or similar agreement for the Insured;

b. Good Samaritans: "Employees" and volunteers, including "volunteer workers", while acting individually or collectively as a Good Samaritan, independent of their activities on your behalf, but only when at the scene of an accident or emergency requiring sudden action. In no event will such person who responds to the scene of an accident or emergency with or for any other "employee", or another emergency organization for which they may be either "employees" or volunteers on a regular or irregular basis, be an insured.

c. Owners of Commandeered Equipment: The owner of commandeered equipment other than an "auto" is an insured, but only while the equipment is in your temporary care, custody or control, and only while is being used as part of an "emergency service action".

d. Real Estate Managers: Any person or organization while acting as your real estate manager, but only within the course and scope of their duties as your real estate manager.

e. Newly Acquired Organizations: Any organization you newly acquire or form, other than a partnership, joint venture, limited liability company or for-profit corporation, and over which you maintain ownership or a majority interest, will qualify as an Insured if there is no other similar insurance available to that organization. However:

(1) Coverage under this provision is afforded only until the 120th day after you acquire or form the organization or the end of the "policy period", whichever is earlier;

(2) Coverage does not apply to "bodily injury", "property damage" or any other injury, damage, "loss", cost, expense, liability or legal obligation occurring before you acquired or formed the organization;

(3) Coverage does not apply to "personal and advertising injury" arising out of an "offense" committed before you acquired or formed the organization; and

(4) Coverage does not apply to any "employee benefits wrongful act" committed in the "administration" of "your employee benefits program" before you acquired or formed the organization.

Not Insured: No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not known as a Named Insured in the Declarations.

We reserve the right within the 120 day coverage period outlined in **e.(1)** above to endorse your policy to exclude coverage for the new organization; however, we will provide a thirty-day (30) notice of such new organization being excluded.

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f. Mobile or Leased Equipment Contracts:

With respect to “mobile equipment” registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability.

With respect to leased equipment, including “mobile equipment”, that is the subject of a contract or agreement between you and any other person or organization, such person or organization is an additional insured under this policy, but only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by your maintenance, operation or use of “mobile equipment” leased or rented to you by such person or organization, and only for the period of time the contract or agreement is in effect. However, no person or organization is an insured with respect to property owned by, rented to, in the charge of, or occupied by you or the employer of any person who is an insured under this provision.

3. ADDITIONAL INSUREDS:

a. Blanket Additional Insureds:

Any person or organization required to be an additional insured under an "insured contract", if agreed to by you prior to the "bodily injury", "property damage" or "personal and advertising injury", but only with respect to liability arising out of your premises or operations. This insurance does not apply to loss arising out of any act, error or omission of the additional insured(s).

b. Users of Golfmobiles:

Any person(s) using or legally responsible for the use of golfmobiles in your operations, or loaned or rented to others by you or your concessionaires, but only with respect to their liability caused by the use of such golfmobiles.

SECTION IV – LIMITS OF INSURANCE

The Limits of Insurance of this policy apply in addition to the “Retained Limit”.

The following paragraphs further describe how the Limits of Insurance and “Retained Limit” apply:

A. RETAINED LIMIT

1. The “retained limit” shall be applied to each “bodily injury,” “property damage,” “personal and advertising injury”, and “employee benefits wrongful act” for which coverage is afforded by this policy. The “retained limit” will be reduced by any “loss adjustment expenses” incurred by the insured.

2. The “retained limit” shall not be impaired by any “claim” or “suit**”** brought against an insured which is not covered under this policy.

3. The ”retained limit” shall not include any amounts for “loss”, injury or damages for any “occurrence”, “offense”, “personal and advertising injury” or “employee benefits wrongful act” that occurs prior to, or subsequent to, the “policy period”.

4. You agree not to insure or otherwise reinsure your “retained limit” without our knowledge and written permission.

5. This policy will not drop down to assume or satisfy your obligations under the “retained limit”.

6. You agree that in the event of a judgment, settlement or “loss adjustment expense” in excess of the “retained limit,” all outstanding amounts within the “retained limit” will be due and payable to us upon demand. Such payment must be made before we have paid, tendered or deposited in court, any part of said judgment, settlement or “loss adjustment expense”. Failure of you to comply with this provision will

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not invalidate the policy, but in the event of such failure, we will be liable only to the extent that we would have otherwise been liable had you complied with this provision.

B. LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most the Company will pay in excess of the insured's "Retained Limit" shown in the Declarations, regardless of the number of:

a. Insureds;

b. "Losses", "claims" made or "suits" brought;

c. Persons, organizations or governmental agencies making "claims" or bringing "suits";

d. "Occurrences" of "bodily injury" or "property damage";

e. "Offenses" of "personal and advertising injury";

f. "Employee benefits wrongful acts"; or

g. Benefits included in your "employee benefits program".

2. Subject to the Limits of Insurance stated in the Declarations, we will pay for "loss" covered under this policy only after the "retained limit" has been exhausted because of payments for judgments, settlements and "loss adjustment expenses" of "claims" or "suits". The "retained limit" stated in the Declarations applies:

a. Only to "loss" for "occurrences", "offenses" or "employee benefits wrongful act(s)" covered under this policy;

b. Separately to each "occurrence", "offense" or "employee benefits wrongful act" or series of continuous, repeated or related "occurrences", "offenses" or "employee benefits wrongful act(s)", covered by the terms and conditions of this policy; and

c. To "loss adjustment expense" associated with "claims" or "suits" for "occurrences", "offenses" or "employee benefits wrongful act(s)" for amounts within the "retained limit".

3. The GENERAL AGGREGATE is the most we will pay for the sum of all:

a. "Loss" under "Bodily Injury" or "Property Damage" Liability, except such "loss" included in the "Products-Completed Operations Hazard";

b. "Loss" under "Personal and Advertising Injury" Liability; and

c. "Loss" under Employee Benefits Liability;

in excess of the "Retained Limit".

4. The PRODUCTS-COMPLETED OPERATIONS AGGREGATE LIMIT is the most we will pay for "loss" in excess of the "Retained Limit" because of "Bodily Injury" and "Property Damage" included in the "Products-Completed Operations Hazard";

5. Subject to paragraphs **1.**, **2.**, **3.** and **4.** above, the EACH OCCURRENCE LIMIT is the most we will pay for the sum of all "loss" in excess of the "Retained Limit" because of all "bodily injury" and "property damage" arising out of any one "occurrence".

6. Subject to paragraphs **1.**, **2.** and **3.** above, the PERSONAL AND ADVERTISING INJURY LIMIT is the most we will pay in excess of the "retained limit" for the sum of all "loss" in excess of the "Retained Limit" because of "personal and advertising injury" "offenses" sustained by any one person or organization.

7. Subject to paragraphs **1.**, **2.** and **3.** above the EMPLOYEE BENEFITS LIMIT is the most we will pay in excess of the "Retained Limit" under Employee Benefits Liability Coverage for all "loss" sustained by one "employee", including "loss" sustained by such "employee's" dependents and beneficiaries, as the result

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of “employee benefits wrongful act(s)” caused in the “administration” of your "employee benefits program".

However, the amount paid under this coverage shall not exceed, and will be subject to, the limits and restrictions that apply to the payment of benefits in any plan included in the "employee benefits program".

8. In determining the Limits of Insurance that apply:

a. Each and every “occurrence” arising out of any continuous, repeated and/or related “occurrence” shall be treated as a single “occurrence” and the Limits of Insurance in effect at the first such “occurrence” shall apply;

b. All “loss” resulting out of continuous, repeated or related “offenses” shall be treated as a single “offense” and the Limits of Insurance in effect at the time of the first “offense” shall apply.

c. All “personal and advertising injury” arising out of the repeated publication of the same or similar material, regardless of the mode in which such material is communicated, shall be considered as arising solely out of one “offense”.

d. All ”employee benefits wrongful acts” arising out of continuous, repeated or related acts, errors or omissions in the “administration” of your “employee benefits program” shall be treated as a single “employee benefits wrongful act” and the Limits of Insurance in effect at the time of the first “employee benefits wrongful act” shall apply; and

All such acts, errors or omissions committed by one or more insureds that are substantially the same or are in any way directly or indirectly related -- either logically, causally or temporally – shall be deemed to constitute one “Employee Benefits Wrongful Act”, regardless of the number of “claims” or claimants. The entire “Employee Benefits Wrongful Act” will be deemed to have occurred on the date of the first act, error or omission.

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

SECTION V – CONDITIONS

The following **“Public Risk” General Liability Conditions** add to or replace the **Common Policy Conditions**, which also apply to this policy:

1. Assignment

Assignment of interest under this policy shall not bind us unless our consent is first endorsed hereon.

2. Claims Administrator

We must approve, in writing, any Claims Administrator utilized by you. You may not change or terminate an approved Claims Administrator without our prior written approval and consent. You also must provide us with written notification no later than ten (10) days from the effective date of any revision of the contract between you and your Claims Administrator. You are responsible for all costs related to any such Claims Administrator.

We shall have the right, upon at least thirty (30) days written notice to you, to conduct an audit of the claim files of the Claims Administrator.

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3. Insured's Duties In The Event Of An "Occurrence", "Offense", Wrongful Act, "Claim" or "Suit"

a. You must see to it that your Claims Administrator is notified as soon as practicable of an "occurrence", an "offense", or an "employee benefits wrongful act" or any other injury, or "loss" which may result in a "claim" or "suit". Written notice containing particulars sufficient to identify the insured and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured and of available witnesses, will be reported to the Claims Administrator; and in turn, the Claims Administrator will forward same to us.

b. If a "claim" is made or a "suit" is brought against any insured, the insured will immediately forward to the appointed Claims Administrator every demand, notice, summons or other processes received by the insured or its representative; and in turn, the Claims Administrator will forward the same to us.

c. The insured will cooperate with us and at our request, consent to being examined and questioned by a representative of ours, under oath if necessary; and will attend hearings, depositions and trials; and will assist in effecting settlement, securing and giving evidence and obtaining the attendance of witnesses in the conduct of "suits"; as well as in the giving of a written statement or statements to our representatives and defense.

d. The insured will give us or our duly authorized representative such information and assistance as we may require and assist us in the defense of any "claim" or "suit" subject to **Supplementary Payments** under **SECTION I – COVERAGES.**.

e. You must report to us as soon as practicable each "claim" or "loss" for which your estimated amount of "loss", including "loss adjustment expenses", is 50% or more of the amount of the "retained limit". You must also immediately report:

(a) Any "suit" naming the Company providing this insurance;

(b) Any claim involving terrorism or suspected terrorism;

(c) Any proposed or certified class action lawsuit;

(d) All claims involving or which could reasonably be expected to involve litigation;

(e) Any incident alleging sexual misconduct of any type, including rape, abuse, assault, molestation, harassment;

(f) Environmental and/or catastrophic potential claims, including those involving contamination, pollution, toxic chemicals, nuclear, radiation, lead, fungus, mold and/or asbestos;

(g) All cases of death or serious injury, including but not limited to the following:

(1) Cord Injury, including paraplegia, quadriplegia or paralysis;

(2) Injury to nerves at the base of the spinal canal (Cauda Equina), or any other back injury symptomized with resulting incontinence of bowel and/or bladder;

(3) Amputation requiring a prosthesis, or any loss of a major body member;

(4) Claims involving substantial body disfigurement or serious permanency;

(5) Brain damage affecting mentality or the central nervous system, such as permanent disorientation, behavior disorder, personality change, seizures, motor deficit, inability to speak (aphasia), hemiplegia or unconsciousness (comatose);

(6) Blindness of any type or duration, temporary or permanent;

(7) Hearing impairment of any type or duration, temporary or permanent;

(8) Burns – those involving over 10% of the body with third degree, or 30% of the body with second degree;

(9) Multiple fractures; involving more than one member or non-union;

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(10) Fracture of both heel bones (fractured bilateral os calcis);

(11) Nerve damage causing paralysis and loss of sensation in arm and hand (brachial plexus nerve damage);

(12) Massive internal injuries affecting any body organ(s);

(13) Fatality(ies);

(14) Any other serious injury which, in your judgment, might involve us.

You must advise us of the estimated amount of "loss" and "loss adjustment expense(s)", including amounts paid and reserved for "loss" and "loss adjustment expense(s)", in connection with each "claim" or "loss", and of any subsequent changes in such estimates.

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

g. Notice given by or on behalf of the insured, or written notice by or on behalf of the injured person or any other claimant, with particulars sufficient to identify the insured, shall be considered to be notice to us.

h. In the event that any insured reports an "occurrence" to the Workers' Compensation and/or Employer's Liability carrier of the insured, and this "occurrence" later develops into a "claim" to be covered under this General Liability Coverage Form, the failure to report such "occurrence" to us at the time of the "occurrence" shall not be deemed to be in violation of this condition. You must however, give us notice as soon as practicable after being made aware that the particular "claim" is a General Liability "claim".

4. Other Insurance

a. The insured shall pay from its own account all amounts within the "retained limit" as provided by the terms and conditions of this policy.

b. If other valid and collectible insurance applies to a "claim" or "suit" covered by this policy, and subject to **SECTION IV – LIMITS OF INSURANCE** of this policy, this policy will apply excess of the other insurance, whether this insurance is primary, excess, contingent, or issued on any other basis.

Other insurance means insurance, or the funding of "losses" that is provided by or through another insurance company, any risk retention group or any self-insurance, group self-insurance, or similar risk transfer approach, other than any funded by you and to which this insurance applies. It does not mean insurance that is purchased by any insured to be specifically excess of the sum of the "retained limit" and the Limits of Insurance afforded by this policy.

5. When/If We Permit You To Select Defense Counsel

As respects our right and duty to defend "claims" in excess of the "retained limit" under the terms of this policy, we may, at our discretion and by mutual agreement, or by court order, permit you to select defense counsel, subject to the applicable Limits of Insurance of this Coverage Form. In such event, the following provisions apply:

a. We retain the right, at our discretion, to settle, approve or disapprove the settlement of any "claim"; and to appeal any judgment, award or ruling, at our expense.

b. You and any other involved insured must comply with the Duties In Event of a "Loss", "Occurrence", "Offense", "Claim" or "Suit" Condition of this policy, as well as all other provisions of this policy; and

c. You must direct defense counsel of the insured to furnish us with the information we request to evaluate those "suits" for coverage under this policy; and cooperate with any counsel we may select to monitor or associate in the defense of those "suits".

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d. If we defend you under a reservation of rights, both your and our counsel will be required to maintain records pertinent to your “loss adjustment expenses”. These records will be used to determine the allocation of any “loss adjustment expenses” for which you may be solely responsible, including defense of an allegation not covered by this insurance.

SECTION VI – DEFINITIONS

1. ADMINISTRATION

“Administration” means any of the following acts that you do or authorize any person to do:

a. Providing information to "employees" or “volunteer workers”, including their dependents and beneficiaries, with respect to eligibility for or scope of the "employee benefits program";

b. Handling records in connection with the "employee benefits program"; or

c. Effecting, continuing or terminating any "employee's" participation in any benefit included in the "employee benefits program".

However, "administration" does not include handling payroll deductions.

2. ADVERTISEMENT

“Advertisement” means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purpose of this definition:

a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and

b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an “advertisement”.

3. AUTO

“Auto” means:

a. A land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment;

b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged.

However, “auto” does not include “mobile equipment”.

4. BODILY INJURY

“Bodily injury” means physical injury to the body, sickness, disease, disability and death. “Bodily injury” includes shock, mental anguish, emotional distress, pain and suffering, mental injury and humiliation, only when it arises from and is accompanied by physical injury to the claimant’s body, sickness, disease or death.

“Bodily injury” also means “bodily injury” arising out of the rendering or failure to render emergency aid or emergency paramedical services by any nurse, emergency medical technician or paramedic, while acting for or on behalf of the Insured, and in accordance with the exceptions granted herein for such services.

5. CAFETERIA PLANS

“Cafeteria plans” means plans authorized by applicable law to allow “employees” to elect to pay for certain benefits with pre-tax dollars.

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6. CLAIM

"Claim**"** means a demand received by any insured for "loss" alleging injury or damage to persons or property including the institution of a "suit" for such "loss" against any insured.

7. COVERAGE TERRITORY

"Coverage Territory" means:

a. The United States of America (including its territories and possessions), Puerto Rico and Canada;

b. International waters or airspace, provided the injury or damage does not occur in the course of travel or transportation to or from any place not included in a. above; or

c. All parts of the world if the injury or damage arises out of:

(1) Goods or products made or sold by you in the territory described in **a.** above; or

(2) The activities of a person whose home is in the territory described in **a.** above, while they are conducting or are engaged in the Named Insured's business activities; and

(3) "Personal and advertising injury" "offenses" that take place through the Internet or similar electronic means of communication;

provided the insured's responsibility to pay "loss" is determined in a "suit" on the merits, in the territory described in paragraph **a.** above, or in a settlement we agree to.

8. DISCRIMINATION

"Discrimination" means the unlawful treatment, including any violation of civil rights, with respect to a person's race, color, national origin, gender, marital status, age, sexual orientation or preference, physical or mental condition, or any other protected class or characteristic established by any Federal, state or local statutes, ordinances, rules or regulations.

9. EMERGENCY SERVICES ACTIVITIES

"Emergency services activities", either singular or plural, means actions which are:

a. Responses for the protection of property, human life, health or safety; and

b. Sanctioned by the Fire Department, First Aid or Rescue Squad insured under this policy, or by the officers of such organizations; or by order of the American Red Cross.

Sub-paragraphs **a.** and **b.** include those actions performed by members of other Fire Companies, Municipal Fire Departments, Ambulance Squads and Rescue Squads which are sanctioned by the Fire Department, First Aid or Rescue Squad insured under this policy, or by the officers of such organizations.

"Emergency services activities" do not include "law enforcement activities".

For purpose of this definition, "property damage" arising out of "emergency services activities" includes cleanup of a "pollutant".

10. EMERGENCY TRAINING OPERATIONS

"Emergency training operations" means activities used to prepare, train or instruct fire department, first aid squad or rescue squad members, or those persons handling hazardous materials, to respond to "emergency services activities" according to accepted and recognized emergency procedures, including applicable municipal, state and federal standards.

"Emergency training operations" include controlled burns of overgrown vegetation and fires intentionally ignited by you for the purpose of fire suppression, training and instruction.

"Emergency training operations" do not include "law enforcement activities".

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11. EMPLOYEE

"Employee" includes a "leased worker", but does not include a "temporary worker". "Employee" does not include a "volunteer worker" or a "service contractor".

12. EMPLOYEE BENEFITS PROGRAM

"Employee benefits program" means a program providing some or all of the following benefits to "employees", whether provided through a "cafeteria plan" or otherwise:

a. Group life insurance, group accident or health insurance, dental, vision and hearing plans, and flexible spending accounts, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to those "employees" who satisfy the plan's eligibility requirements;

b. Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to all "employees" who are eligible under the plan for such benefits;

c. Unemployment insurance, social security benefits, workers' compensation and disability benefits;

d. Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies; and

e. Any other similar benefits designated in the Schedule or added thereto by endorsement.

13. EMPLOYEE BENEFITS WRONGFUL ACT

"Employee benefits wrongful act(s)" means an actual or alleged negligent act, error or omission committed by the insured or any person for whom the insured is responsible, in the "administration" of your "employee benefits program".

14. EXECUTIVE OFFICER

"Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws, or any other similar governing document.

15. HOSTILE FIRE

"Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.

16. IMPAIRED PROPERTY

"Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work"; or your fulfilling the terms of the contract or agreement.

17. INSURED CONTRACT

"Insured Contract" means:

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a. A contract for a lease of premises; however, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

b. A sidetrack agreement;

c. An easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;

d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement;

f. That part of any other contract or agreement pertaining to your operations (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury", "property damage", "personal and advertising injury" or "employee benefits wrongful act" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

g. Paragraph **f.** does not include that part of any contract or agreement:

(1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;

(2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

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

18. LAW ENFORCEMENT ACTIVITIES

"Law Enforcement Activities", singular or plural, means any activities, functions or operations by or on behalf of any law enforcement agency or any agent thereof; and/or any activity, function or operation inherent to or in connection with the administration and/or enforcement of the law and the protection of persons or property. Such activities or operations include the ownership, maintenance or use of any premises in connection with such functions, activities or operations; and the development, implementation and enforcement of any and all practices, policies and procedures governing any aspect of law enforcement.

19. LEASED WORKER

"Leased Worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker" or an "employee" of a "service contractor".

20. LOADING OR UNLOADING

"Loading or Unloading" means the handling of property:

a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";

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b. While it is in or on an aircraft, watercraft or "auto"; or

c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

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

21. LOSS OR LOSSES

"Loss" or "Losses" means any monetary amount that an insured is legally obligated to pay for a "claim" made against the insured for "bodily injury", "property damage", "personal and advertising injury" or "employee benefits wrongful act(s)" covered under this policy, including but not limited to amounts for injuries, damages, judgments, settlements and awards.

"Loss" or "Losses" does not mean fines, penalties, or any matters which may be deemed uninsurable under the law pursuant to which this policy will be construed.

"Loss" or "Losses" does not include "loss adjustment expense(s)".

22. LOSS ADJUSTMENT EXPENSE

"Loss Adjustment Expense(s)" means all costs and expenses allocated to a specific "claim" or "suit" incurred in the investigation, appraisal, adjustment, settlement, litigation, defense or appeal of a specific "claim" or "suit", including court costs and costs of supersedeas and appeal bonds, and including:

a. Pre-judgment interest, unless included as part of the award or judgment;

b. Post-judgment interest; and

c. Legal expenses and costs incurred in connection with coverage questions and legal actions connected thereto.

"Loss adjustment expense(s)" does not include unallocated loss adjustment expense. Unallocated loss adjustment expense includes, but is not limited to, salaries and expenses of our employees, including staff attorneys, and our office and other overhead expenses.

23. MOBILE EQUIPMENT

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

a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

b. Vehicles maintained for use solely on or next to premises you own or rent. However, any land motor vehicle, trailer or semi-trailer designed for travel on public roads (including any machinery or apparatus that is attached) owned or leased by you shall be deemed an "auto" and not "mobile equipment" if the only reason for considering it "mobile equipment" is that it is maintained for use exclusively on streets or highways owned by you;

c. Vehicles that travel on crawler treads;

d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

(1) Power cranes, shovels, loaders, diggers or drills; or

(2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

e. Vehicles not described in **a.**, **b.**, **c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

(1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

(2) Cherry pickers and similar devices used to raise or lower workers.

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f. Vehicles not described in **a.**, **b.**, **c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

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

(1) Equipment designed primarily for:

(a) Snow removal;

(b) Road maintenance but not construction or resurfacing; or

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

24. OCCURRENCE

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

With respect to the coverage provided herein for health care services and "emergency services actions" under this policy, an "occurrence" shall include any act, error or omission in providing or failing to provide health care services or "emergency services actions". All related acts, errors or omissions in providing or failing to provide health care services or "emergency services actions" to any one person will be considered one "occurrence" under this policy.

25. OFFENSE

"Offense" means an "offense" described in the definition of "personal and advertising injury". All "personal and advertising injury" arising out of the repeated publication of the same or similar material, regardless of the mode in which such material is communicated, shall be considered as arising solely out of one "offense".

26. PERSONAL AND ADVERTISING INJURY

"Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

a. False arrest, detention or imprisonment;

b. Malicious prosecution;

c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;

d. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

e. Oral or written publication of material that violates a person's right of privacy;

f. The use of another's advertising idea in your "advertisement";

g. Infringing upon another's copyright, trade dress or slogan in your "advertisement"; or

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h. False or improper service of process.

With respect to "personal and advertising injury", "loss" or damages mean monetary sums and exclude all forms of injunctive relief and declaratory judgments.

27. PERSONAL WATERCRAFT

"Personal Watercraft" means a vessel which uses an inboard motor powering a water jet pump as its primary source of motive power, and which is designed to be operated by a person sitting, standing or kneeling on the vessel, rather than the conventional manner of sitting or standing inside the vessel.

28. PESTICIDES OR HERBICIDES

"Pesticides or Herbicides" means insecticides, herbicides, pesticides, fungicides, nematocides and fertilizers, or other chemicals or materials used or intended for use in landscaping, lawn, garden, tree and shrub maintenance. This includes dispersal agents and other substances used during the application of "pesticides or herbicides" as a result of their interaction with other substances.

29. POLICY PERIOD

"Policy Period" means the period beginning with the Effective Date shown in the Declarations and ending with the earlier of:

a. The date of cancellation of this policy; or

b. The expiration date shown in the Declarations.

30. POLLUTANT(S)

"Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

31. PRODUCTS-COMPLETED OPERATIONS HAZARD

"Products-Completed Operations Hazard":

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

(1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:

(a) When all of the work called for in your contract has been completed;

(b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one site;

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

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

The "bodily injury" or "property damage" must occur away from premises you own or rent, unless your business includes the selling, handling or distribution of "your product" for consumption on premises you own or rent.

b. Does not include "bodily injury" or "property damage" arising out of:

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(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;

(2) The existence of tools, uninstalled equipment or abandoned or unused materials; or

(3) Products or operations for which the classification, listed in the Declarations or in a policy schedule, states that products-completed operations are subject to the General Aggregate Limit.

32. PROFESSIONAL SERVICES

"Professional Services", singular or plural, means any act or service arising out of a vocation, calling, occupation or employment involving specialized training, knowledge, labor or skill, or which requires special licensing by an agency, organization or entity authorized to award such license(s).

33. PROPERTY DAMAGE

"Property Damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such "loss" shall be deemed to occur at the time of the "occurrence" that caused it.

For purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

34. PUBLIC RISK

"Public Risk" refers to that municipality, governmental body, department or unit, which is a Named Insured in the Declarations.

35. RETAINED LIMIT

"Retained Limit" refers to the amount stated in the Declarations. You shall retain this amount as self-insurance as stated in the Declarations. The "retained limit" with respect to a self-insured retention shall include "loss adjustment expense(s)".

36. SERVICE CONTRACTOR

"Service Contractor" means a person or organization that is under contract to provide specific services to or for the benefit of any insured, using workers:

a. Who are "employees" of that person or organization; and

b. Whose work activities are generally under the control and direction of that person or organization.

37. SUIT

"Suit" means a civil proceeding in which "loss" because of "bodily injury", "property damage", "personal or advertising injury" or "employee benefit wrongful act(s)" to which this insurance applies are alleged. "Suit" includes:

a. An arbitration proceeding in which such "loss" is claimed and to which the insured must submit or does submit with our consent; or

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b. Any other alternative dispute resolution proceeding in which such "loss" is claimed and to which the insured submits with our consent.

"Suit" does not mean an administrative hearing or proceeding.

38. TEMPORARY WORKER

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

39. VOLUNTEER WORKER

"Volunteer Worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you. "Volunteer worker" includes but is not limited to your volunteer firefighters, volunteer nurses, and other volunteer persons acting specifically on your behalf or within the scope of their volunteer work for you.

40. YOUR PRODUCT

"Your Product" means:

a. Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

(1) You;

(2) Others trading under your name; or

(3) A person or organization whose business or assets you have acquired; and

b. Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

"Your product" includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

(2) The providing of or failure to provide warnings or instructions.

"Your product" does not include vending machines or other property rented to or located for the use of others but not sold.

41. YOUR WORK

"Your Work" means:

a. Work or operations performed by you or on your behalf; and

b. Materials, parts or equipment furnished in connection with such work or operations.

c. "Your work" includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and

(2) The providing of or failure to provide warnings or instructions.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CEMETERY PROFESSIONAL LIABILITY

This endorsement modifies insurance provided under the following:

GENERAL LIABILITY COVERAGE PART
PUBLIC RISK GENERAL LIABILITY RETAINED LIMIT COVERAGE FORM

As respects the ownership, maintenance or use of any premises used as a cemetery by any insured listed under paragraph **1.** of **SECTION III – WHO IS AN INSURED**, the insurance provided under **SECTION I – COVERAGES, INSURING AGREMENT 1. Bodily Injury and Property Damage Liability** applies to "bodily injury" or "property damage" because of "cemetery professional liability".

The following applies only with respect to the insurance provided by this endorsement:

1. Exclusions **4**. and **6**. of **SECTION II - EXCLUSIONS** are replaced by the following:

4. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of any obligation or duty required of an insured under any contract or by reason of any liability assumed by the insured under a contract of indemnity.

6. Damage to Property

"Property damage" to:

(1) Property you own, rent, or occupy;

(2) Property you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

(3) Property loaned to you; or

(4) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

2. The following additional **Exclusions** apply:

This insurance does not apply to:

a. "Bodily injury" or "property damage" resulting from violation of any law or ordinance. This exclusion does not apply to an act done in good faith at the request of a public official having apparent authority to authorize the act.

b. "Bodily injury" or "property damage" resulting from a procession or cortege away from premises owned, rented or operated by the insured and used as a cemetery.

3. The following additional **Definition** applies:

"Cemetery professional liability" means acts, errors or omissions for which the insured is legally liable to pay as damages resulting from:

a. The embalming, handling, disposing, burial, disinterment or removal of any deceased human body;

b. The conduct of any memorial service by an insured whether or not a deceased human body is present;

c. The destruction of or interference with the right of burial of a deceased human body;

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d. Damage to or destruction of property of others while not in the care, custody or control of the insured; or

e. Damage to or destruction of tangible property used for the purpose of burial of a deceased human body, including but not limited to urns, caskets, linings or fittings, casket cases, crypts, vaults, or mausoleums while such tangible property is in the insured's care or custody.

Deceased human body includes the ashes after legal cremation.

All Terms and Conditions of the Policy Remain Unchanged.

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SEXUAL ABUSE OR MOLESTATION OCCURRENCE LIABILITY SUBLIMITED COVERAGE

This endorsement modifies insurance provided under the following:

GENERAL LIABILITY COVERAGE PART
PUBLIC RISK GENERAL LIABILITY RETAINED LIMIT COVERAGE FORM
EDUCATOR'S GENERAL LIABILITY RETAINED LIMIT COVERAGE FORM

The most we will pay as damages under this policy which results from sexual abuse and/or molestation is shown in the Schedule below:

SCHEDULE – SEXUAL ABUSE AND/OR MOLESTATION
SUBLIMIT OF LIABILITY

Per Occurrence	$ 1,000,000
Aggregate Limit	$ 3,000,000
Premium	$ Included

A. Subject to the General Liability Each Occurrence and General Aggregate Limits shown in the Declarations of the policy, the Limits of Liability are amended to include the above Sexual Abuse and/or Molestation Sublimit of Liability under the General Liability Coverage Part.

B. The sublimit of liability shown in the Schedule is the most we will pay for all "loss" and damages arising out of any one "occurrence" of sexual abuse and/or molestation under the policy, in accordance with the terms and conditions of the General Liability Retained Limit Coverage Form of the policy.

C. The aggregate limit in the above Schedule is the most we will pay under the terms and conditions of the General Liability Retained Limit Coverage form of the policy for all claims arising out of sexual abuse and/or molestation during the "policy period'.

D. Sexual Abuse and/or Molestation means:

1. The actual or threatened sexual abuse or molestation by any person. This includes claims resulting from negligent employment, investigation, supervision or retention of any person; or

2. The negligent reporting of or failure to report suspected, actual or threatened sexual abuse or molestation to the proper persons or authorities.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WATER PLUS 360 ENDORSEMENT – WATER OPERATIONS COVERAGE ENHANCEMENT – GENERAL LIABILITY

This endorsement modifies coverage provided under the **General Liability Coverage Part** as respects your "Water Operations". These modifications will also apply as respects the "products-completed operations hazard".

For purpose of this endorsement, the following **DEFINITIONS** are added:

"Water Operations" means those operations related to the distribution, treatment, discharge, testing, monitoring or extraction of water, "potable water", sewage or wastewater by your authorized "employee".

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

"Emergency Operations" means your "emergency services activities" and/or your "emergency training operations".

1. **WHO IS AN INSURED** is amended to include the following **Insureds** as respects your "water operations":

   Your director, officer, "employee", "volunteer worker" or appointee while serving on the board of directors or an organization that is a separate and distinct entity not subject to your direction and control, provided that:

   a. The organization was established and is currently chartered as not-for-profit; and

   b. The primary purpose of such organization is to support and further the efforts and welfare of individuals or organizations that provide water, sewer, wastewater treatment or cemetery services.

2. **ADDITIONAL INSURED - WRITTEN CONTRACT, WRITTEN AGREEMENT OR PERMIT**

   WHO IS AN INSURED is amended to include the following **Additional Insureds**:

   Subject to all the terms, conditions and exclusions of this policy, an insured is any person or organization with whom you agreed, because of a written contract, written agreement or permit, to provide coverage.

   a. The above applies only with respect to "your work," "your product" or premises owned or used by you.

   The above does not apply unless the written contract, or written agreement has been executed or permit issued, prior to the "bodily injury", "property damage", "personal injury and advertising injury". The Limits of Insurance applicable to the additional insured are those specified in the written contract, written agreement or permit or in the Declarations for this policy, whichever are less. This insurance does not apply to loss arising out of any act, error or omission of the additional insured(s).

3. ASBESTOS EXCLUSION

This insurance does not apply to any “bodily injury”, “property damage”, “personal and advertising injury”, or any “loss”, cost, expense or legal obligation in whole or in part caused by, resulting from, arising out of, or in any way related to asbestos or asbestos-containing products or materials. This exclusion includes but is not limited to:

a. The manufacture, sale, distribution, handling, use, installation, removal, abatement, containment, storage, transportation, disposal, existence, presence, emanation, emission, release, inhalation, ingestion, absorption, or transmission of or exposure to asbestos;

b. Any supervision, instructions, recommendations, notices, warnings or advice given or which should have been given in connection with asbestos;

c. Any request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat detoxify, remediate, neutralize, or in any way respond to or assess the extent or the effects of asbestos; or

d. Any claim, suit or proceeding for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, remediating, neutralizing or in any way responding to, or assessing the effects of asbestos. We shall have no obligation of any kind including but not limited to, any obligation to investigate, defend, pay defense costs, settle, or pay settlements or judgments as to any claim, suit or proceeding involving or allegedly involving asbestos.

a. As used in this exclusion, asbestos includes but is not limited to, the mineral asbestos in any form, whether or not the asbestos is:

a. A fiber, particle or dust;

b. Used alone or in any combination with any substance or material;

c. Contained in, or on, or incorporated into, products, goods or materials; or

d. Present, existing at or contained, stored or transported in any part of any building, structure, building material, product or any other real or personal property.

Exception to Exclusion:

This Asbestos Exclusion does not apply to “bodily injury”, “property damage”, or “personal and advertising injury” arising out of “potable water” which is provided by the insured to others as part of your “water operations”.

4. POLLUTION EXCLUSION

The following replaces the Pollution Exclusion.

This insurance does not apply to:

a. “Bodily injury”, “property damage”, “personal and advertising injury”, or any other injury, damage, “loss”, cost, expense, liability or legal obligation arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release, escape or potential presence in, or introduction into, the environment of any substance if such substance has, or is alleged to have, the effect of making the environment impure, harmful or dangerous; or any other such substances that are considered a “pollutant”. Environment includes any air, land, structure (or the air within), watercourse or other body of water, including underground water; or

b. Any “loss”, cost or expense arising out of any:

(1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the affects of, “pollutants”; or

(2) Any “claim” or “suit” by or on behalf of a government authority for “loss” or damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the affects of, “pollutants”.

(1) ***Exceptions to Exclusion:***

The entirety of the following *Exceptions to Exclusion* only apply if:

(i) The insured meets all standards of any statute, ordinance, regulation or license requirement of any Federal, state or local government relating to the application, use, storage, transporting or handling of any chemical; and

(ii) All other criteria described within these exceptions are met; and

(iii) The insured does not sell, apply, use, transport or store any chemical that is banned or listed as suspect by any federal, state or local government authority.

This exclusion does not apply:

(a) Heating, Air Conditioning, Ventilation Systems

To “bodily injury” if sustained within a building which is or was at any time owned or occupied by, or rented or loaned to, any insured and is caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests.

(b) Hostile Fire

To “bodily injury” or “property damage” arising out of heat, smoke or fumes from a “hostile fire” unless that “hostile fire” occurred or originated:

i. At any premises, site or location which is or was at any time used by any insured or others for the handling, storage, disposal, processing or treatment of waste; or

ii. At any premises, site or location on which any insured or other contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations to test for, monitor, clean up, remove, contain, treat, detoxify, neutralize or in any way respond to, or assess the effects of, “pollutants” except to the extent coverage is provided in Paragraph **(c)** below as respects your “water operations” or “emergency operations”.

(c) “Water Operations” and “Emergency Operations”

To “bodily injury” or “property damage” which occurs or takes place as a result of your operations provided the “bodily injury” or “property damage” is not otherwise excluded in whole or in part and arises out of the following:

i. “Potable water” which you supply to others;

ii. Chemicals you use in your “water operations” or swimming pools;

iii. Natural gas or propane gas you use in your “water operations”;

iv. Urgent response for the protection of property, human life, health or safety conducted away from premises owned by or rented to or regularly occupied by you;

v. Water runoff from the cleaning of equipment used in “water operations” or “emergency operations”;

(d) Pesticides and/or Herbicides

Application of pesticide or herbicide if such application meets all standards of any statute, ordinance, regulation or license requirement of any federal, state or local government; or

(e) Mobile Equipment

Fuels, lubricants or other operating fluids needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of “mobile equipment” or its parts, but only if:

(aa) The fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them; and

(bb) The fuels, lubricants or other operating fluids are not:

(i) Intentionally discharged; or

(ii) Brought on or to a premises, site or location with the intent to be discharged as part of the operations being performed by an insured, contractor or subcontractor.

(f) Sewage Operations

To “bodily injury” or to “property damage” if such “bodily injury” or “property damage” is caused by the escape or back-up of sewage or wastewater from any sewage treatment facility or fixed conduit or piping that you own, operate, lease, or control, or for which you have the right of way, but only if such “property damage” occurs away from land you own or lease.

(g) Road Treatment Chemicals

To "bodily injury" or "property damage" arising out of the application or use of sodium chloride, chloride calcium or other chemical products designed for the treatment of roads and other paved surfaces for weather conditions.

(h) Above Ground Tanks

To "bodily injury" or "property damage" arising out of any discharge, dispersal, release or escape of “pollutants” from an above ground storage tank, its facilities or piping with a storage tank capacity of 2,500 gallons or less while at a premises you own or legally occupy in the “coverage territory”, but only if such discharge, dispersal, release or escape of “pollutants”:

(a) Begins at an identified time and place during the “policy period”; and

(b) Ends in its entirety, at an identified time within forty-eight (48) hours of the beginning of the discharge, dispersal, release or escape of the “pollutants”.

(2) Paragraphs **(1)(c)** through **(1)(h)** of the ***Exceptions to Exclusion*** only apply if the discharge is accidental, unintended and stopped as soon as possible. The entirety of

any discharge or series of related discharges will be deemed to be a single discharge regardless of the length of time over which the "pollutants" are released.

(3) As respects Paragraphs (**1)(c), (1)(f) and (1)(h),** the ***Exception to Exclusion*** will not apply if any of the "bodily injury" or "property damage":

i. Arises out of the "hazardous properties" of any "nuclear material" in the water or sewage; or

ii. Occurred as a result of corrosive or radioactive material or waste in the sewage.

(4) This insurance does not apply to any "loss", damage**,** cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(b) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for "loss" or damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

The entirety of any discharge or series of related discharges will be deemed to have occurred at the date the earliest discharge commenced. Discharge as used in this exclusion and its exceptions includes dispersal, seepage, migration, release or escape.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **Supplementary Payments**.

"Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

However, "pollutants" as used in this endorsement shall not include flocculants, propane, or methane used in waste treatment.

5. AIRCRAFT, AUTO OR WATERCRAFT EXCLUSION

This exclusion replaced the Aircraft, Auto or Watercraft Exclusion.

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the ownership, maintenance, licensure, permit, use or entrustment to others of any aircraft, auto or watercraft owned or operated by, or rented or loaned to, any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" or "offense" which caused the "bodily injury", "property damage" or "personal and advertising injury" involved the ownership, maintenance, licensure, permit, use or entrustment to others of any aircraft, auto or watercraft that is owned or operated by, or rented or loaned to, any insured.

Exception to Exclusion:

This exclusion does not apply to:

a. An aircraft that is:

i. Chartered with a pilot to an insured;

ii. Not owned by an insured; and

iii. Not being used to carry any person or property for a charge;

b. Liability assumed under any "insured contract" for the ownership, maintenance or use of any watercraft;

c. A watercraft while ashore on premises you own, lease or rent;

d. A watercraft you do not own that is:

(1) Less than 100' in length; and

(2) Not being used to carry persons or property for a charge; and

(3) Not being used in any racing or stunting activity;

e. A watercraft you own that is:

(1) Not powered by a motor; or

(2) Powered by a motor or combination of motors of 300 horsepower or less.

f. Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to any insured;

g. "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in paragraphs **f. (2)** or **f. (3)** of the definition of "mobile equipment";

As respects watercraft, this exception applies to any person or organization that, with your express or implied consent, either uses or is responsible for the use of a watercraft described in **b.**, **d.** or **e.**

6. CONDEMNATION EXCLUSION

This exclusion replaces the Eminent Domain and Inverse Condemnation Exclusion:

This insurance does not apply to any "claim", "loss", injury or damage arising out of or resulting from any method or proceeding used to take control of private property including condemnation, adverse possession, or dedication by adverse use.

This exclusion applies whether or not any "claim" is made directly against any insured or by virtue of any agreement into by or on behalf of any insured.

7. DAM, LEVEE, DIKE, OR RESERVOIR EXCLUSION

This insurance does not apply to "bodily injury", "property damage", or "loss", costs or expense arising directly or indirectly out of the existence of or the structural failure, collapse, bursting, flooding, cracking, settling, seepage, underseepage, spillage, subsidence, landslide or other earth movement of any dam, reservoir, levee, or dike owned, operated, maintained, constructed or controlled by any insured.

This exclusion does not apply to "bodily injury" or property damage", loss, costs or expense arising directly or indirectly out of the structural failure, collapse, bursting, flooding, cracking,

settling, spillage, subsidence, landslide or other earth movement of any dam, reservoir, levee or dike which is scheduled by endorsement to the policy.

8. BROADENED "INSURED CONTRACT" DEFINITION

The definition of "insured contract" is replaced with the following:

An **"Insured contract"** means:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

b. A sidetrack agreement;

c. Any easement or license agreement;

d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement;

f. That part of any other contract or agreement pertaining to your operations (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOSE COVERAGE PROVISION

This endorsement modifies insurance provided under the following:

GENERAL LIABILITY COVERAGE PART
GENERAL LIABILITY RETAINED LIMIT COVERAGE FORM
EMPLOYEE BENEFITS LIABILITY COVERAGE PART

The following NOSE COVERAGE PROVISION is added to **SECTION I – INSURING AGREEMENT**:

NOSE COVERAGE PROVISION

If the "policy period" of this policy is subsequent to a policy or coverage that was issued on a claims-made basis, coverage under that policy or coverage will apply to claims that occur on or subsequent to the retroactive date, if any, applicable to such claims-made policy or coverage; or the effective date of this policy, whichever is sooner.

For purpose of this endorsement, claims-made is defined as liability for claims first made against you while the coverage is in force.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – CLOSED OR CONDEMNED BRIDGES

This endorsement modifies insurance provided under the following:

GENERAL LIABILITY COVERAGE PART
PUBLIC RISK GENERAL LIABILITY RETAINED LIMIT COVERAGE FORM
EDUCATOR'S GENERAL LIABILITY RETAINED LIMIT COVERAGE FORM

The following **Exclusion** is added to **SECTION II - EXCLUSIONS**:

"Bodily injury" or "property damage" resulting from or arising out of closed or condemned bridges you own, maintain, construct or control.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – LAND SUBSIDENCE

This endorsement modifies insurance provided under the following:

PUBLIC RISK GENERAL LIABILITY RETAINED LIMIT COVERAGE FORM
EDUCATOR'S GENERAL LIABILITY RETAINED LIMIT COVERAGE FORM

The following **Exclusion** is added to **SECTION II - EXCLUSIONS** as it applies to **SECTION I – COVERAGES, INSURING AGREEMENTS 1. "Bodily Injury" and "Property Damage" Liability, and 2. "Personal and Advertising Injury" Liability**:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" caused by, resulting from, attributable to, contributed to by, or aggravated by the subsidence of land as a result of landslide, mudflow, sinking, shifting, slipping, falling away, caving in, eroding, rising, tilting, or any other movement of land or earth, resulting from or arising out of the operations of any insured or subcontractor.

All Other Terms and Conditions of the Policy Remain Unchanged.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DAMAGES TO PREMISES RENTED TO YOU

This endorsement modifies insurance provided under the following:

PUBLIC RISK GENERAL LIABILITY RETAINED LIMIT COVERAGE FORM – LIMITED REPORTING
EDUCATOR'S GENERAL LIABILITY RETAINED LIMIT COVERAGE FORM – LIMITED REPORTING

A. Solely with respects to **SECTION I – COVERAGES, INSURING AGREEMENTS, 1. Bodily Injury and Property Damage Liability, SECTION II – EXCLUSIONS, 5. Damage to Property,** the first paragraph in **Exception(s) to Exclusion** is deleted and replaced by the following:

   Paragraphs **c.** and **d.** of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days.

B. Solely with respects to **SECTION I – COVERAGES, INSURING AGREEMENTS, 1. Bodily Injury and Property Damage Liability, SECTION II – EXCLUSIONS, 5. Damage to Property, Exception(s) to Exclusion** is amended by the addition of the following:

   Paragraph **a.** of this exclusion does not apply to "property damage" arising out of fire, lightning, explosion, smoke, water or leakage or discharge from an automatic fire protection or extinguishing system or any combination thereof, to premises, while rented to you or temporarily occupied by you with permission of the owner. You must be legally liable by a written contract executed before any "occurrence" for this coverage to apply. A separate limit of insurance applies to Damage To Premises Rented to You for any one "occurrence" during the "policy period" as described in **SECTION IV – LIMITS OF INSURANCE**. This Damage To Premises Rented To You Limit is subject to the General Aggregate Limit of Insurance shown on the Declarations.

C. Solely with respects to this endorsement, **SECTION IV – LIMITS OF INSURANCE, B. LIMITS OF INSURANCE** is amended as follows:

   a. The following paragraph is added:

      Subject to paragraph **5.** above, the Damage To Premises Rented To You Limit shown on the Declarations is the most we will pay for all damages because of "property damage" to premises, while rented to you or temporarily occupied by you with permission of the owner, arising out of any one "occurrence" and caused by fire, lightning, explosion, smoke, water, or leakage or discharge from an automatic fire protection of extinguishing system, or any combination thereof.

   b. The following is added to paragraph **3.**:

      d. "Loss" and "loss adjustment expense" under Damage To Premises Rented To You Limit shown on the Declarations;

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PUBLIC OFFICIALS LIABILITY RETAINED LIMIT CLAIMS-MADE COVERAGE FORM – LIMITED REPORTING

LOSS ADJUSTMENT EXPENSES INCLUDED WITHIN THE RETENTION, OUTSIDE THE LIMIT OF INSURANCE

CLAIMS-MADE DISCLOSURE

The coverage provided under this Public Officials Liability Retained Limit Coverage Form is CLAIMS-MADE. Coverage is limited generally to liability for claims first made against you while the coverage is in force. Please review the policy carefully and discuss policy coverages with your insurance agent or broker.

Throughout this policy the words "you" and "your" refer to the Named Insured in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we," "us" and "our" refer to the insurance company shown on the Declarations page as the insurer.

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

Within this Coverage Form, the word "insured" includes any person or organization qualifying as such under **SECTION III— WHO IS AN INSURED**.

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

SECTION I — COVERAGES

A. INSURING AGREEMENT

1. We will pay on behalf of the insured those sums in excess of the "retained limit" that the insured becomes legally obligated to pay as "loss" resulting from a "public officials wrongful act" to which this insurance applies. However, we will have no duty to defend the insured against any "suit" seeking "loss" because of a "public officials wrongful act" to which this insurance does not apply. We may, at our discretion, investigate any incident that may result from a "public officials wrongful act". Our obligation under this insuring agreement only applies if:

a. The "public officials wrongful act" did not commence before the earlier of the "policy period" or the Retroactive Date, if any, shown in the Declarations, or after the end of the "policy period"; and

b. The "public officials wrongful act" takes place within the "coverage territory"; and

c. The "claim" because of "public officials wrongful act" is first made against the insured during the "policy period", or if provided, in accordance with the Extended Reporting Period; and in accordance with paragraph **d.** below.

d. Prior to the "policy period", or if purchased, the Extended Reporting Period, no insured knew or had reason to know that the "public officials wrongful act" had commenced. If any insured knew or had reason to know, prior to the "policy period" that a "public officials wrongful act" had commenced, then any continuation, change or resumption of such "public officials wrongful act" will be deemed to have been known prior to the "policy period", or if purchased, prior to the Extended Reporting Period;

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e. A “public officials wrongful act” will be deemed to have been known to have commenced at the earliest time when any Insured:

(1) Reports all, or any part, of the “public officials wrongful act” to us or to any other insurer;

(2) Receives written or verbal demand or “claim” for “loss” because of a “public officials wrongful act”; or

(3) Becomes aware by any other means that a “public officials wrongful act” has commenced.

f. The entire “public officials wrongful act” will be deemed to have been committed on the date of the first act, error or omission;

g. All “claims” arising out of a “public officials wrongful act” will be deemed to have been made at the time the first of such “claims” is made, regardless of the number of “claims” subsequently made.

2. The amount we will pay for “loss” and “loss adjustment expense” is limited as described in **Section V – Limits of Insurance**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **Defense and Supplementary Payments**.

B. DEFENSE AND SUPPLEMENTARY PAYMENTS

1. The insured will have the obligation to provide an adequate defense, to investigate any “public officials wrongful act”, “claim” or “suit”, and to accept any offer of settlement within the “retained limit” that is deemed reasonable by us, with regard to any “claim” or “suit” against an insured seeking “loss” to which this insurance applies, even if any of the allegations of the “suit” are groundless, false or fraudulent.

a. The insured shall pay all “loss adjustment expense” that relates to the defense of “claims” or “suits” which amounts are within the “retained limit”;

b. We will not pay any “loss adjustment expense” above what we would have otherwise paid had the “loss” been settled for any reasonable amount within the “retained limit”;

c. Should the Insured or the Claims Administrator fail to pay amounts for “loss”, or to provide such defense, that would otherwise be required by the coverage, terms and conditions of this policy, we may elect to pay these “losses”, or to provide such defense as is necessary to meet such coverage, terms and conditions of the policy. If we elect to make such payment or provide such defense for amounts that are within the “retained limit”, you will promptly reimburse us for the amounts we elect to pay as “loss”, and the sum of all such “loss adjustment expenses” we incur to provide defense that would otherwise have been within the “retained limit”;

2. We will have the right, but not the obligation, to assume charge of the defense of any “claim” or “suit” at our expense.

3. We have the right, but neither the duty nor obligation, to associate with the insured at our expense in the defense, investigation or settlement of any “public officials wrongful act”, “claim” or “suit” seeking “loss” to which this insurance may apply if the “losses” sought are in excess of the “retained limit” or which, in our opinion and based on the terms and conditions of the policy, may create liability for us under this policy. In such event, the insured will cooperate fully.

a. No “loss adjustment expense” shall be incurred on behalf of the Company without our written consent;

b. The insured will not enter into any settlement that may impact this policy, agree to a judgment or consent against it or assign rights under this policy to anyone unless we first consent in writing; and

c. Upon our written request, the insured will tender such portion of the “retained limit” as we may deem necessary to complete the settlement of such “claim” or “suit”.

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C. We have the right and duty to defend the insured against any "claim" or "suit" seeking "loss" for a "public officials wrongful act" to which this insurance applies only when the "retained limit" has been exhausted because of judgments, settlements and "loss adjustment expense(s)" paid to a third party under **Coverages A** or **B.**

1. The amount we will pay in excess of the "retained limit" is fixed as described in **SECTION V - LIMITS OF INSURANCE**; and our right and duty to defend ends when we have used up the applicable Limit of Insurance in the payment of judgments and settlements.

2. When the duty to defend exists, we will pay, in addition to the Limit of Insurance, the following "loss adjustment expenses":

a. All expenses incurred by us and all interest on the entire amount of any judgment which does not exceed the limit of our liability. Expenses, as used here, do not include any salaries of your officers or "employees", regardless of insured status; and

b. Premium on appeal bonds required in any "suit" defended by us and the cost of attachment or similar bonds.

We are not responsible to pay any "loss adjustment expenses" under **2.a.** or **2.b.** for any settlement or judgment for amounts within the "retained limit".

D. We will have no duty to defend an insured against any "suit" seeking "loss" for a "public officials wrongful act" to which this insurance does not apply.

E. We have the right, but no duty, to appeal any judgment.

F. We will have no duty to defend any "claim" or "suit" that any other insurer has a duty to defend. If no other insurer defends, we may do so, but we will be entitled to the insured's rights against all those other insurers.

SECTION II — EXCLUSIONS

A. This insurance does not apply to:

1. Adverse Profit or Remuneration

"Loss" based upon or attributable to any insured gaining profit, advantage or remuneration to which the insured is not legally entitled.

2. Advertising, Broadcasting, Telecasting

"Loss" arising from a publication or utterance made in the course of or related to advertising, broadcasting or telecasting activities conducted by or on behalf of any insured.

3. Assault and Battery

"Loss" arising out of assault and battery.

4. Auto, Watercraft, Aircraft

Any "public officials wrongful act" arising out of the ownership, licensure, permit, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by, or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the "loss" or "claim" against any insured alleges negligence in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "public officials wrongful act" involved the ownership, maintenance, licensure, permit, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by, or rented or loaned to any insured.

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5. Bodily Injury Property Damage, Personal and Advertising Injury or Employee Benefits injury

Any “loss” or damage arising from “bodily injury”, “property damage”, “personal injury and advertising injury” or "employee benefits injury”.

6. Contractual Liability

Any “loss” or “claim” arising from:

a. Procurement of goods or services;

b. Construction contracts;

c. Architectural or engineering contracts;

d. The process of bidding or awarding contracts; or

e. Liability assumed by the insured under any contract or agreement, unless the insured would have been legally liable in the absence of such contract or agreement.

7. Distribution of Material In Violation Of Statutes

Any ”public officials wrongful act” or any other injury, “loss”, cost or damages arising directly or indirectly out of any action or omission that violates or is alleged to violate:

a. The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or

b. The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or

Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

8. Electronic Data

Any “loss” or damage arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

9. Electronic Vandalism

Any “loss”, injury, damage, cost or expense caused directly or indirectly by Electronic Vandalism. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss. As used in this exclusion, Electronic Vandalism means:

(1) Willful or malicious destruction of computer programs, content, instructions or other electronic or digital data stored within computer systems.

(2) Unauthorized computer code or programming that:

(a) Deletes, distorts, corrupts or manipulates computer programs, content, instructions or other electronic or digital data, or otherwise results in damage to computers or computer systems or networks to which it is introduced;

(b) Replicates itself, impairing the performance of computers or computer systems or networks; or

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(c) Gains remote control access to data and programming within computers or computer systems or networks to which it is introduced, for uses other than those intended for authorized users of the computers or computer systems or networks.

With respect to any activity that comes within the terms of the War and Military Action Exclusion and involves Electronic Vandalism, the War and Military Action Exclusion supersedes this Electronic Vandalism Exclusion. With respect to any activity that comes within the terms of the Terrorism Exclusion and involves Electronic Vandalism, the Terrorism Exclusion supersedes this Electronic Vandalism Exclusion.

10. Eminent Domain or Inverse Condemnation

Any "claim", "loss", injury or damage resulting arising out of or resulting from deprivation, destruction or controlling of property by any means, method or proceeding that involves or is any way related to the principles of eminent domain, inverse condemnation, adverse possession, right of prescription, dedication by the adverse use, lack of due process or by whatever name used or however characterized; or the resulting diminution of property value.

This exclusion applies whether or not any "claim" is made directly against any insured or by virtue of any agreement into by or on behalf of any insured.

11. Employment Practices Wrongful Act

Any "loss", injury or damage arising out of an "Employment Practices Wrongful Act".

12. Fiduciary

Any "loss" based upon or arising out of:

a. Any activity for which the insured is acting in a Fiduciary capacity; or

b. Any debt financing, including but not limited to bonds, notes, debentures and guarantees of debt; or

c. The formulation of tax rates, the collection of taxes, or the formulation of tax refunds;

13. Fraudulent or Dishonest Acts

Any "loss" brought about by, arising out of or attributable to fraudulent or dishonest acts or omissions of the insured, or bad faith on the part of the insured.

Exception to Exclusion:

However notwithstanding the foregoing, the insured will be protected under the terms of this policy as to any "claim" upon which "suit" may be brought against them by reason of any alleged fraudulent or dishonest act of any insured, unless a judgment or other final adjudication thereof adverse to such insured will establish that acts of active or deliberate fraud or dishonesty committed by such insured was material to the cause of action so adjudicated.

14. Handling Of "Loss", "Public Officials Wrongful Act(s)", "Claim" or "Suit" Within The "Retained Limit"

Any "loss", injury, damages or "public officials wrongful act(s)" arising out of the handling of "claims" or "suits" within the "retained limit", including the investigation, defense or settlement of "claims" or "suits".

15. Judicial Penalties

Any "loss", cost, civil fine, penalty or expense arising from any complaint or enforcement action by any federal, state or local governmental regulatory agency or judicial entity.

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16. Labor Disputes

"Loss" arising out of or associated with a lockout, strike, picket line, replacement or other similar actions in connection with labor disputes or labor negotiations.

17. Law Enforcement

Any "loss" or damage arising from or out of any:

a. "Law enforcement activities" or operations including but not limited to, the operation, maintenance, or use of jails, jail premises, adult or juvenile detention or holding facilities;

b. Act, error or omission connected in any way, either directly or indirectly, to the supervision, management or oversight of "law enforcement activities", police departments, law enforcement agents or agencies, law enforcement officers and personnel, members of commissions, boards, vendors or their "employees" or volunteers, including "volunteer workers", any units operating under a mutual aid agreement or under the jurisdiction of the insured; or anyone or any entity performing any aspect of "law enforcement activities"; or

c. Acts or decisions in connection with funding or failure to fund for "law enforcement activities".

18. Legal Services

Anyone providing legal services other than an attorney employed full time by the named insured.

19. Maintain Insurance

Any "loss" for, based upon, attributable to, arising out of, resulting from, in consequence of, or in any way involving, directly or indirectly, any failure or omission of the insured to effect or maintain insurance of any kind.

20. Named Insured

Any "claim" by the Named Insured or on its behalf.

21. Non-Monetary

Any "claim", demand, or action seeking relief or redress solely in any form other than monetary "loss"; or for any fees, costs or expenses which an insured may become obligated to pay as a result of any adverse judgment for declaratory relief or injunctive relief.

22. Nuclear Hazard

Nuclear reaction or radiation, or radioactive contamination, however caused.

With respect to any activity that comes within the terms of the War and Military Action Exclusion and involves nuclear reaction or radiation, or radioactive contamination, the War and Military Action Exclusion supersedes this Nuclear Hazard Exclusion.

23. Pollution

Any "loss", cost, injury or expense resulting in whole or in part from any of the following:

a. Actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time;

b. Request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the affects of "pollutants"; or

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c. "Suit" by or on behalf of a government authority for "loss" or damages because of or related to testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, or in any way responding to, or assessing the affects of, any "pollutant".

24. Prior Acts

a. Any "public officials wrongful act" which takes place prior to the "policy period", or if provided, the Extended Reporting Period, if the insured had knowledge of circumstances which could reasonably be expected to give rise to a "claim" or "suit"; or

b. Any "public officials wrongful act" which takes place prior to the Retroactive Date, if any, shown on the Declarations, if the insured had knowledge of circumstances which could reasonably be expected to give rise to a "claim" or "suit"; or

c. Any "loss" for which the insured is entitled to indemnity or payment by reason of having given notice of any circumstances which might give rise to a "claim" or "suit" under any policy or policies, the term of which has expired prior to the inception date of this Coverage Form;

25. Prior or Pending Notice or Legal Action

Any injury or "loss" based upon, arising out of, attributable to, or in any way directly or indirectly related to any:

a. Prior or pending legal action or litigation, administrative or regulatory proceeding, "claim", demand, arbitration, decree or judgment against any insured before the Effective Date of this policy, including any administrative or regulatory proceeding:

i. resulting from or in consequence of such pending or prior litigation, administrative or regulatory proceeding;

ii. derived in whole or in part from the facts and/or matters averred or alleged in any such pending or prior litigation, administrative or regulatory proceeding; or

iii. derived from the same or essentially the same fact, actual or alleged;

b. Fact, circumstance, event, situation, or "public officials wrongful act" that was the subject of any notice under any similar policy of insurance issued to the insured.

26. Professional Services

"Loss" arising out of providing, or failing to provide, "professional services" including medical, legal, architectural, accounting, engineering, to any person or organization other than you.

27. Violation Of Laws

Any "loss" based on the conduct of the insured or at the insured's direction that is committed with wanton, willful, reckless or intentional disregard of any law(s) that is or are the foundation for the "claim", or with criminal or malicious purpose or intent.

Exception to Exclusion:

This exclusion will not apply to the strict vicarious liability of any insured for the wanton, willful, reckless or intentional disregard of another of any law(s) that is or are the foundation for the "claim".

28. War and Military Action

Any "Public Officials Wrongful Act", however caused, arising directly or indirectly out of:

(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:

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i. By any government or sovereign power (de jure or de facto), or by any authority maintaining or using military, naval or air forces;

ii. By military, naval or air forces; or

iii. By an agent of any such government, power, authority or forces.

(2) Invasion, insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating or defending against such an occurrence.

Any discharge, release, explosion or use of any chemical or biological agent, or any weapon or device of war employing nuclear fission or fusion, will be conclusively presumed to be such a hostile or warlike action by such a government, power, authority or forces.

With respect to any action that comes within the terms of this War and Military Action Exclusion and:

(a) Involves nuclear reaction or radiation, or radioactive contamination, this War and Military Action Exclusion supersedes the Nuclear Hazard Exclusion.

(b) Involves a discharge, dispersal, seepage, migration, release, escape or application of any pathogenic or poisonous biological or chemical materials, this War and Military Action Exclusion supersedes the Pathogenic or Poisonous Biological or Chemical Materials Exclusion.

(c) Involves Electronic Vandalism as defined in the Electronic Vandalism Exclusion, this War and Military Action Exclusion supersedes the Electronic Vandalism Exclusion.

(d) Comes within the terms of the Terrorism Exclusion, this War and Military Action Exclusion supersedes the Terrorism Exclusion.

29. Workers Compensation and Similar Laws

Any obligation under any workers' compensation, disability benefits, social security or unemployment compensation law, or any similar law.

SECTION III - WHO IS AN INSURED

A. INSUREDS:

Each of the following is an Insured, except as excluded by endorsement:

1. You: The Named Insured;

2. Elected or Appointed Officials: All lawfully elected, appointed or employed officials;

3. Government Agencies, Boards and Commissions: Any governmental agency or authority, subdivision, department, municipal body, board or commission, or other similar unit, that is:

a. Operated by you or with funds administered by you; and

b. Subject to your oversight, control or direction.

However, unless otherwise excepted, this insurance does **not** extend to any of the following boards, commissions or units:

(1) Airports;

(2) Transit Authorities;

(3) Hospitals;

(4) Gas Companies;

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(5) Housing Authorities;

(6) Port Authorities.

4. **Directors and Officers:** Any individual appointed by you as a director or "executive officer", but only with respect to their respective duties and while acting as your director or "executive officer";

5. **Employees and Volunteers:** Any "employee", "volunteer worker", seasonal or "temporary worker" while under your direction and control, but only for acts while within the course and scope of their employment, or within the scope of service or volunteer, seasonal or temporary work as authorized by you, for functions or activities that are otherwise covered under this policy;

6. **Former Employees:** Your former "employee", unless otherwise excluded, but only with respect to a "public officials wrongful act" that occurred while in your employ;

7. **Trustees:** Your trustee, but only as respects their duties as such;

8. **Legal Heirs, Representatives or Assigns:** The estates, heirs, legal representatives or assigns of deceased persons who were insureds at the time of a covered "public officials wrongful act", but only to the extent that they would otherwise be provided coverage under this policy.

9. **Newly Acquired Organizations:** Any organization you newly acquire or form, other than a partnership, joint venture, limited liability company or for-profit corporation, and over which you maintain ownership or a majority interest, will qualify as an Insured if there is no other similar insurance available to that organization. However:

   a. Coverage under this provision is afforded only until the 120th day after you acquire or form the organization or the end of the "policy period", whichever is earlier; and

   b. Coverage does not apply to any "public officials wrongful act" that commenced before you acquired or formed the organization;

   No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

   We reserve the right within the 120 day coverage period outlined in **9.a.** above to endorse this policy to exclude coverage for the new organization; however, should we exercise this right we will provide a thirty-day (30) notice of such new organization being excluded.

B. NOT INSUREDS:

Unless otherwise excepted, none of the following are an Insured under this policy:

1. Any person or entity, including you, with respect to the operation of boards, commissions or other units, the members of which are not afforded coverage under **A.3.** above; and

2. All persons or entities that are on retainer, are a consultant or are under contract for services, for or on behalf of any insured.

SECTION IV — COVERAGE EXTENSIONS

A. The following extensions apply to the insurance provided by this Coverage Form and are additional insurance to the policy unless otherwise stated. The following additional coverages are not included within, nor affected by, the "retained limit". Payment of these extensions will not:

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a. Reduce or increase the "retained limit" shown on the Declarations for Public Officials Liability coverage; nor

b. Increase or decrease or the applicable Limits of Insurance provided under this Coverage Form:

1. Identity Theft Expense

We will pay for reimbursement of up to $5,000 to any present Mayor, City Manager, Director or Officer of the Named Insured for expenses incurred as the direct result of any Identity Theft Expense that has been incurred and discovered during the "policy period".

Identity Theft Expense means:

a. Costs of notarizing documents required by any financial institution or similar creditors as testaments to fraud;

b. Costs for certified mail to law enforcement agencies, financial institutions or similar creditors; or

c. Loan application fees for re-applying for loan(s) when the original application is rejected solely because of incorrect credit information.

2. Key Individual Replacement Expenses

We will pay up to $25,000 for expenses incurred by the Named Insured to replace the Mayor, City Manager, Chief Executive Officer or "Executive Director" if the person holding that position suffers an injury during the "policy period" which results in loss of life during the "policy period".

Key Individual Replacement Expenses mean:

a. The costs of advertising the employment position opening;

b. Travel, lodging and meal expenses incurred in interviewing position applicants for the position opening; and

c. Miscellaneous extra expenses incurred in finding, interviewing and negotiating with the applicants to include, but not be limited to, overtime pay, costs to verify the background and references of the applicants, and legal expenses incurred to draw up employment contracts.

3. Travel Reimbursement For Emergency Travel Expenses

We will reimburse you up to $5,000 in any one policy year for all "Emergency Travel Expenses" incurred by a Mayor, City Manager, Director or Officer of a Named Insured due to a "Certified Act of Terrorism" that commences during the "policy period".

"Emergency Travel Expenses" means the additional cost of travel, accommodating and rescue, including funeral expenses or cost of transporting personal baggage, of an insured Mayor, City Manager, Director or Officer of the Named Insured, incurred as a direct result of the cancellation of that insured Mayor, City Manager, Director or Officer's previously scheduled transport that necessitates re-scheduling of that previously scheduled transport within forty-eight (48) hours of the date and time the "Certified Act of Terrorism" was first initiated.

"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 Reform Act. The criteria contained in that Act for a "Certified Act of Terrorism" includes the following:

a. The act resulted in aggregate 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 acting on behalf of any domestic or foreign person or domestic or foreign interest, 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.

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SECTION V — LIMITS OF INSURANCE

The Limits of Insurance of this policy apply in addition to the "Retained Limit".

The following paragraphs further describe how the Limits of Insurance and "Retained Limit" apply:

A. RETAINED LIMIT

1. The "retained limit" shall be applied to each "public officials wrongful act" for which coverage is afforded by this policy. The "retained limit" will be reduced by any "loss adjustment expense(s)" incurred by the insured.

2. The "retained limit" shall not be impaired by any "claim" or "suit" brought against an Insured which is not covered under this policy.

3. The "retained limit" shall not include any amounts for "loss" or "loss adjustment expense" for any "public officials wrongful act" that commences prior to the inception date of this policy.

4. The "retained limit" shall not include any amounts for "loss" or "loss adjustment expense" for any "public officials wrongful act" that commences prior to the Retroactive Date, if any, shown in the Declarations.

5. You agree not to insure or otherwise reinsure your "retained limit" without our knowledge and written permission.

6. This policy will not drop down to assume or satisfy your obligations under the "retained limit".

7. You agree that in the event of judgment, settlement or "loss adjustment expense" in excess of the "retained limit," all outstanding amounts within the "retained limit" will be due and payable to us upon demand. Such payment must be made before we have paid, tendered or deposited in court, any part of said judgment, settlement or "loss adjustment expense". Failure of you to comply with this provision will not invalidate the policy, but in the event of such failure, we will be liable only to the extent that we would otherwise have been liable had you complied with this provision.

B. LIMITS OF INSURANCE

The following describe how the Limits of Insurance apply under this Coverage Form, in excess of the "Retained Limit":

1. The Limits of Insurance shown in the Declarations and the rules below fix the most the Company will pay in excess of the insured's "retained limit", regardless of the number of:

a. Insureds;

b. "Losses", "claims" made or "suits" brought;

c. Persons, organizations or governmental agencies making "claims" or bringing "suits";

d. "Public Officials Wrongful Act(s)".

2. Subject to the Limits of Insurance stated in the Declarations, we will pay for "loss" covered under this policy only after the "retained limit" has been exhausted because of payments for judgments, settlements and "loss adjustment expenses" of "claims" or "suits". The "retained limit" stated in the Declarations applies:

a. Only to "loss" for "claims" of "public officials wrongful act(s)" covered under this policy; and

b. Separately to each "claim" of "public officials wrongful act"; and

c. To "loss adjustment expense" associated with "claims" or "suits" of "public officials wrongful act(s)" for amounts within the "retained limit".

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3. The Annual Aggregate is the most we will pay in excess of the "retained limit" for each "policy period" for the sum of all "loss" because of "public officials wrongful act(s)" to which this insurance applies. In no event will our total Limit of Insurance be increased for any Extended Reporting Period.

4. The Each "Public Officials Wrongful Act" Limit is the most we will pay in excess of the "retained limit" for the sum of all "loss" because of all "public officials wrongful act(s)" arising out of any one "claim".

5. In determining the Limit of Insurance that applies, all such acts, errors or omissions committed by one or more insureds that are substantially the same or are in any way directly or indirectly related -- either logically, causally or temporally – shall be deemed to constitute one "Public Officials Wrongful Act", regardless of the number of "claims" or claimants. The entire "Public Officials Wrongful Act" will be deemed to have been committed on the date of the first act, error or omission.

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

SECTION VI — CONDITIONS

A. The following **Public Officials Liability Conditions** add to or replace the **Common Policy Conditions** which also apply to this policy:

1. Assignment

Assignment of interest under this policy shall not bind us unless our consent is first endorsed hereon.

2. Claims Administrator

We must approve, in writing, any Claims Administrator utilized by you. You may not change or terminate an approved Claims Administrator without our prior written approval and consent. You also must provide us with written notification no later than ten (10) days from the effective date of any revision of the contract between you and your Claims Administrator. You are responsible for all costs related to any such Claims Administrator.

We shall have the right, upon at least thirty (30) days written notice to you, to conduct an audit of the claim files of the Claims Administrator.

3. Insured's Duties In The Event Of A "Loss", "Public Officials Wrongful Act", "Claim" Or "Suit"

a. You must see to it that your Claims Administrator is notified as soon as practicable of any "loss" or "public officials wrongful act(s)" which may result in a "claim" or "suit". Written notice containing particulars sufficient to identify the insured and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured and of available witnesses must be reported to the Claims Administrator; and in turn, the Claims Administrator will forward same to us.

b. If a "claim" is made or a "suit" is brought against any insured, the insured must immediately forward to the appointed Claims Administrator every demand, notice, summons or other processes received by the insured or its representative; and in turn, the Claims Administrator will forward same to us.

c. The insured will cooperate with us and at our request, consent to being examined and questioned by a representative of ours, under oath if necessary, attend hearings, depositions and trials and will assist in effecting settlement, securing and giving evidence and obtaining the attendance of witnesses in the conduct of "suits"; as well as in the giving of a written statement or statements to our representatives and defense.

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d. The insured will give us or our duly authorized representative such information and assistance as we may require and assist in the defense of any "claim" or "suit", subject to **Supplementary Payments** under **SECTION I – COVERAGES**.

e. You must report to us as soon as practicable each "claim" or "loss" for which your estimated amount of loss or damages, including "loss adjustment expense(s)", is 50% or more of the amount of the "retained limit". You must also immediately report:

(1) Any "suit" naming the Company providing this insurance;

(2) Any claim involving terrorism or suspected terrorism;

(3) Any proposed or certified class action lawsuit;

(4) All claims involving or which could reasonably be expected to involve litigation;

(5) Any incident alleging sexual misconduct of any type, including rape, abuse, assault, molestation, harassment;

(6) Environmental and/or catastrophic potential claims, including those involving contamination, pollution, toxic chemicals, nuclear, radiation, lead, fungus, mold and/or asbestos;

(7) All cases of death or serious injury, including but not limited to the following:

(a) Cord Injury, including paraplegia, quadriplegia or paralysis;

(b) Injury to nerves at the base of the spinal canal (Cauda Equina), or any other back injury symptomized with resulting incontinence of bowel and/or bladder;

(c) Amputations requiring a prosthesis, or any loss of a major body member;

(d) Claims involving substantial body disfigurement or serious permanency;

(e) Brain damage affecting mentality or the central nervous system, such as permanent disorientation, behavior disorder, personality change, seizures, motor deficit, inability to speak (aphasia), hemiplegia or unconsciousness (comatose);

(f) Blindness of any type or duration, temporary or permanent;

(g) Hearing impairment of any type or duration, temporary or permanent;

(h) Burns – those involving over 10% of the body with third degree, or 30% of the body with second degree;

(i) Multiple fractures; involving more than one member or non-union;

(j) Fracture of both heel bones (fractured bilateral os calcis);

(k) Nerve damage causing paralysis and loss of sensation in arm and hand (brachial plexus nerve damage);

(l) Massive internal injuries affecting any body organ(s);

(m) Fatalities;

(n) Any other serious injury which, in your judgment, might involve us.

You must advise us of the estimated amount of "loss" or damages, including "loss adjustment expense(s)", including amounts paid and reserved for the "loss" and "loss adjustment expense(s)", in connection with each "claim" or "loss", and of any subsequent changes in such estimates.

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

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g. Notice given by or on behalf of the insured, or written notice by or on behalf of the injured person or any other claimant, with particulars sufficient to identify the insured, shall be considered to be notice to us.

4. Other Insurance

a. The Insured shall pay from its own account all amounts within the "retained limit" as provided by the terms and conditions of this policy.

b. If other valid and collectible insurance applies to a "claim" or "suit" covered by this policy, and subject to **SECTION V – LIMITS OF INSURANCE** of this policy, this policy will apply excess of the other insurance, whether this insurance is primary, excess, contingent, or issued on any other basis.

Other insurance means insurance, or the funding of losses that is provided by or through another insurance company, any risk retention group or any self-insurance, group self-insurance, or similar risk transfer approach, other than any funded by you and to which this insurance applies. It does not mean insurance that is purchased by any insured to be specifically excess of the sum of the "retained limit" and the Limits of Insurance afforded by this policy.

5. Public Entity Authorization Clause

By acceptance of this policy, the first Named Insured Pubic Entity shown on the Declarations agrees to act on behalf of each Insured with respect to the giving and receiving of notice of "claim", cancellation or nonrenewal, the payment of premiums that may become due under this policy; and each Insured agrees that the first Named Insured Public Entity shall act on their behalf. This clause does not relieve the first Named Insured, or any other Insured, of their responsibilities under this policy.

6. When/If We Permit You To Select Defense Counsel

As respects our right and duty to defend "claims" in excess of the "retained limit" under the terms of this policy, we may, at our discretion and by mutual agreement, or by court order, permit you to select defense counsel, subject to the Limits of Insurance of this Coverage Part. In such event, the following provisions apply:

a. We retain the right, at our discretion, to settle, approve or disapprove the settlement of any "claim"; and to appeal any judgment, award or ruling, at our expense.

b. You and any other involved insured must comply with the Duties In Event of a "Loss", "Public Officials Wrongful Act", "Claim" or "Suit" Condition of this policy, as well as all other provisions of this policy; and

c. You must direct defense counsel of the insured to furnish us with the information we request to evaluate those "suits" for coverage under this policy; and cooperate with any counsel we may select to monitor or associate in the defense of those "suits".

d. If we defend you under a reservation of rights, both your and our counsel will be required to maintain records pertinent to your "loss adjustment expenses". These records will be used to determine the allocation of any "loss adjustment expenses" for which you may be solely responsible, including defense of an allegation not covered by this insurance.

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SECTION VII — DEFINITIONS

A. Whenever used in this Coverage Form, the following words have these meanings:

1. AUTO

"Auto" means:

a. A land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment; or

b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

2. ADVERTISEMENT

"Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purpose of this definition:

a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and

b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an "advertisement".

3. BODILY INJURY

"Bodily Injury" means physical injury to the body, sickness, disease, disability, shock, mental anguish, emotional distress, mental injury and humiliation, including death, resulting from any of these at any time.

4. CLAIM

"Claim" means a written notice from any party that it is their intention to hold the insured responsible for "loss" resulting from a "public officials wrongful act" covered by this policy.

5. COVERAGE TERRITORY

"Coverage Territory" means:

a. The United States of America (including its territories and possessions), Puerto Rico and Canada;

b. International waters or airspace, provided the injury, "loss" or damage does not occur in the course of travel or transportation to or from any place not included in **a.** above; or

c. All parts of the world if the injury or damage arises out of:

(1) The injury or "loss" arises out of an "public officials wrongful act(s)" of an Insured beyond the territory described in **a.** above, while they are conducting or are engaged in the Named Insured's operations; and

(2) The Insured's responsibility to pay "loss" is determined in a "suit" on the merits, in the territory described in **a.** above, or in a settlement to which we agree.

6. DISCRIMINATION

"Discrimination" means the unlawful treatment, including any violation of a person's civil rights, with respect to a person's race, color, national origin, gender, marital status, disability, pregnancy, age, sexual orientation or preference, physical or mental condition, or any other protected class or characteristic established by any federal, state or local statutes, rules or regulations.

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7. EMPLOYEE

"Employee" includes a "leased worker" or a "temporary worker". Employee does not include a "volunteer worker" or a "service contractor".

8. EMPLOYEE BENEFITS INJURY

"Employee Benefits Injury" means injury that arises out of any act, error or omission in the administration of any insured's "Employee Benefits Program".

9. EMPLOYEE BENEFITS PROGRAM(S)

"Employee Benefits Program(s)" means a program providing some or all of the following benefits to "employees", whether provided through a "cafeteria plan" or otherwise:

(1) Group life insurance, group accident or health insurance, dental, vision and hearing plans, and flexible spending accounts, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to those "employees" who satisfy the plan's eligibility requirements;

(2) Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to all "employees" who are eligible under the plan for such benefits;

(3) Unemployment insurance, social security benefits, workers' compensation and disability benefits;

(4) Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies;

(5) Any benefits not otherwise identified within this definition that are offered by the Insured that are deemed by us to be part of the benefits package on the basis of those benefits being within the Insured's control and administered by the Insured; and

(6) Any other similar benefits program(s) made available in connection with employment in an insured's business or operations.

10. EMPLOYMENT PRACTICES WRONGFUL ACT

"Employment practices wrongful act", singular or plural, includes any "loss", "offense", injury or damages to any:

a. Person, or any class of person, arising out of any:

(1) Employment-related practices, policies, procedures, acts, errors or omissions, including but not limited to, coercion, demotion, evaluation, reassignment, discipline, libel, slander, defamation, harassment, humiliation, or "discrimination" involving or directed at any person or class of person;

(2) Verbal, physical, mental or emotional abuse, "offense", injury or "loss" resulting from or arising out of employment practices, policies, procedures, acts, errors or omissions involving, connected with, or in any way related to interviews, hiring, supervision, probation, termination, or any other act or determination of employment or non-employment of any person or class of person;

(3) False arrest, false imprisonment, libel, slander, defamation, harassment, humiliation, "discrimination", invasion of privacy, wrongful eviction, malicious prosecution, abuse of process, or arising out of any aspect of "law enforcement activities" affecting employment or non-employment of any person or class of person;

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(4) Verbal, physical, mental or emotional abuse, "offense", injury, damage or "loss" resulting from or arising out of such employment-related practices, policies, acts, errors or omissions including but not limited to those described in **(1)** through **(4)** above;

(5) Failure to adopt or comply with adequate workplace or employment policies or procedures;

(6) Failure or refusal to grant tenure;

(7) Failure or refusal to employ, train, or promote a person;

(8) Denial of training, deprivation of career opportunity, or breach of employment contract;

(9) Evaluation, assignment, reassignment or discipline of any person or class of person;

(10) Dismissal, discharge or termination of employment or membership, whether actual or constructive, of any person or class of person;

(11) Retaliatory action against any person for the exercise of, or not exercising, any legally protected right, or for engaging in any legally protected activity, including but not limited to, actions of:

(a) Performing or declining to perform an unethical or illegal act;

(b) Filing a complaint or bringing "suit";

(c) Testifying against an insured at a legal proceeding;

(d) Notifying a proper authority of any aspect of your operation that is illegal;

(12) Violation of the Family Medical Leave Act (FMLA), or similar state or local law;

(13) Violation of any Federal, state or local law (common law or statutory) concerning employment or any "employment practices wrongful act" described in **(1)** through **(12)** above; or if insurance is prohibited by law;

b. Spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any "employment practices wrongful act" described in paragraphs **(1)** through **(12)** above is directed;

c. Person or any class of person arising out of any "discrimination" or harassment directly or indirectly related to the past employment, employment or prospective employment by any insured.

This "Employment Practices Wrongful Act" exclusion applies:

(a) Whether the injury-causing event described in Paragraphs **a. (1)** through (**12)** above occurs before employment or after employment of that person or class of person;

(b) Whether the insured may be liable as an employer or in any other capacity; and

(c) To any obligation to share "loss" with or repay someone else who must pay "loss", injury or damages because of the injury.

11. EXECUTIVE OFFICER

"Executive Officer" means a person holding any of the officer positions created by your charter, constitution, by-laws, or any other similar governing document.

12. LAW ENFORCEMENT ACTIVITIES

"Law Enforcement Activities**"**, singular or plural, means any activities, functions or operations by or on behalf of any law enforcement agency or any agent thereof; and/or any activity, function or operation inherent to or in connection with the administration and/or enforcement of the law and the protection of persons or property. Such activities or operations include the ownership, maintenance or use of any premises in connection with such functions, activities or operations; and the development, implementation

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and enforcement of any and all practices, policies and procedures governing any aspect of law enforcement

13. LEASED WORKER

"Leased Worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your operations. "Leased worker" does not include a "temporary worker" or an "employee" of a "service contractor".

14. LOADING OR UNLOADING

"Loading or Unloading" means the handling of property:

a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto;"

b. While it is in or on an aircraft, watercraft or "auto"; or

c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

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

15. LOSS OR LOSSES

"Loss" or "Losses" means any compensatory monetary amount which an insured is legally obligated to pay for a "claim" made against an insured for a "public officials wrongful act" covered by this policy, including but not limited to, damages, judgments, settlements and awards.

"Loss" or "Losses" does not mean fines or penalties, or any matters which may be deemed uninsurable under the law pursuant to which this policy will be construed.

"Loss" or "Losses" does not mean "loss adjustment expense(s)".

16. LOSS ADJUSTMENT EXPENSE

"Loss Adjustment Expense(s)" means all costs and expenses allocated to a specific "claim" or "suit" incurred in the investigation, appraisal, adjustment, settlement, litigation, defense or appeal of a specific "claim" or "suit", including court costs and costs of supersedeas and appeal bonds, and including:

a. Pre-judgment interest, unless included as part of the award or judgment;

b. Post-judgment interest; and

c. Legal expenses and costs incurred in connection with coverage questions and legal actions connected thereto.

"Loss adjustment expense(s)" does not include unallocated loss adjustment expense. Unallocated loss adjustment expense includes, but is not limited to, salaries and expenses of our employees, including staff attorneys, and our office and other overhead expenses.

17. MOBILE EQUIPMENT

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

a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

b. Vehicles maintained for use solely on or next to premises you own or rent. However, any land motor vehicle, trailer or semi-trailer designed for travel on public roads (including any machinery or apparatus that is attached) owned or leased by you shall be deemed an "auto" and not "mobile

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equipment" if the only reason for considering it "mobile equipment" is that it is maintained for use exclusively on streets or highways owned by you;

c. Vehicles that travel on crawler treads;

d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

(1) Power cranes, shovels, loaders, diggers or drills; or

(2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

e. Vehicles not described in **a.**, **b.**, **c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

(1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

(2) Cherry pickers and similar devices used to raise or lower workers.

f. Vehicles not described in **a.**, **b.**, **c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

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

(1) Equipment designed primarily for:

(a) Snow removal;

(b) Road maintenance but not construction or resurfacing; or

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged.

Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

18. OCCURRENCE

"Occurrence" means an event, including continuous or repeated exposure to substantially the same generally harmful conditions.

19. PERSONAL AND ADVERTISING INJURY

"Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

a. False arrest, detention or imprisonment;

b. Malicious prosecution;

c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;

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d. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

e. Oral or written publication of material that violates a person's right of privacy;

f. The use of another's advertising idea in your "advertisement";

g. Infringing upon another's copyright, trade dress or slogan in your "advertisement"; or

h. False or improper service of process.

With respect to "personal and advertising injury", "loss" means monetary sums and excludes all forms of injunctive relief and declaratory judgments.

20. POLICY PERIOD

"Policy Period" means the period beginning with the Effective Date shown in the Declarations and ending with the earlier of:

a. the date of cancellation of this policy; or

b. the expiration date shown in the Declarations.

21. POLLUTANT(S)

"Pollutant(s)" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, lead, asbestos, acids, alkalis, chemicals, electromagnetic radiation and waste. Waste includes but is not limited to materials to be recycled, reconditioned or reclaimed, and liquid or solid material carried off with water in sewers or drains.

22. PROFESSIONAL SERVICES

"Professional Services" means any act or service arising out of a vocation, calling, occupation or employment involving specialized training, knowledge, labor or skill, which requires special licensing by an agency, organization or entity authorized to award such license(s).

23. PROPERTY DAMAGE

"Property Damage" means:

a. Physical injury to tangible property including all resulting loss of use of that property;

b. Loss of use of personal property that is not physically injured; or

c. Disappearance of tangible property (including money).

24. PUBLIC OFFICIALS WRONGFUL ACT

"Public Officials Wrongful Act", singular or plural, means any actual or alleged:

a. Error or omission, neglect or breach of duty by an insured;

b. Violation of civil rights protected under 42 USC 1981 et sequential; or

c. Violation of any state civil rights law;

which arises out of the discharge of duties for you, individually or collectively.

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25. RETAINED LIMIT

"Retained Limit" refers to the amount stated in the Declarations. You shall retain this amount as self-insurance as stated in the Declarations. The "retained limit" with respect to a self-insured retention shall include "loss adjustment expense(s)".

26. SERVICE CONTRACTOR

"Service Contractor" means a person or organization that contracts to provide identified services to or for the benefit of any insured, utilizing workers:

a. Who are "employees" of that person or organization; and

b. Whose work activities are generally under the control and direction of that person or organization.

27. SUIT

"Suit" means a civil proceeding in which "loss" is claimed because of a "pubic officials wrongful act" to which this policy applies. "Suit" includes:

a. An arbitration proceeding in which "loss" is claimed and to which the insured must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding in which "loss" is claimed and to which the insured submits with our consent.

"Suit" does not mean an administrative hearing or proceeding.

28. TEMPORARY WORKER

"Temporary Worker" means a person who is furnished to you by another person or organization, other than a labor leasing firm, to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

29. VOLUNTEER WORKER

"Volunteer Worker(s)" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you. "Volunteer worker" includes but is not limited to your volunteer firefighters, volunteer nurses, and other volunteer persons while acting specifically on your behalf or within the scope of their service or volunteer work for you, for activities that are otherwise covered under this policy.

SECTION VII — EXTENDED REPORTING PERIOD — BASIC AND OPTIONAL SUPPLEMENTAL

A. An Extended Reporting Period as described below, will be provided if this Coverage Part is canceled or non-renewed by us, except for nonpayment of premium; or if we renew or replace coverage with insurance that:

a. Has a Retroactive Date later than the date shown in the Declarations; or

b. Provides Public Officials Liability coverage on other than a Claims-Made basis.

1. A Basic Extended Reporting Period is automatically provided without additional charge. This period begins at the end of the "policy period" and lasts for sixty (60) days. It does not extend the "policy period" or change the scope of coverage provided. It applies only to "claims" to which the following applies:

a. The "claim" is first made during the Extended Reporting Period;

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b. The “public officials wrongful act” commences before the end of the “policy period”; and

c. The “public officials wrongful act” did not commence before the “policy period”, or before the Retroactive Date, if any, shown in the Declarations for this Coverage Part.

The Basic Extended Reporting Period does not apply to “claim(s)” covered under any subsequent policy.

2. Coverage for an optional Supplemental Extended Reporting Period must be added by endorsement and an additional premium charge must be paid. Such period starts sixty (60) days after the end of the “policy period”.

3. You will have a one-time option to elect the period of time for which the Supplemental Extended Reporting Period will apply, which in no event will exceed thirty-six (36) months. The available one-time options are listed below:

a. Twelve (12) month option;

b. Twenty-four (24) month option; or

c. Thirty-six (36) month option.

4. We will determine the additional premium in accordance with our rules and rates. In doing so, we may take into account the following:

a. The exposures insured;

b. Previous types and amounts of insurance;

c. Limit of Insurance available under this policy for future payment of damages; and

d. Other related factors.

The additional premium will not exceed 200% of the annual premium for this policy.

Once in effect, the Supplemental Extended Reporting Period may not be canceled and the applicable additional premium is fully earned.

5. This right to purchase the Supplemental Extended Reporting Period will terminate unless written notice is given to us no later than sixty (60) days after the effective date of cancellation or non-renewal of this Coverage Form. Payment in full of the Supplemental Extended Reporting Period additional premium, plus any outstanding premiums or recoveries owed to us, will be made concurrently with such written notice for such Supplemental Extended Reporting Period to become effective.

6. The Extended Reporting Period does not extend the “policy period” or change the scope of coverage provided. Subject to the terms, Limits of Insurance, “Retained Limit”, exclusions and conditions of this policy, this Public Officials Liability Coverage Form is extended to apply to “claim(s)” first made against the insured during the Basic Extended Reporting Period, or if purchased, the Supplemental Extended Reporting Period, but only to “claim(s)” due to “public officials wrongful act(s)” committed prior to the end of the “policy period”.

7. The Extended Reporting Period does not reinstate or increase this Coverage Form’s Limits of Insurance. “Claim(s)” which are first received and recorded during the Basic Extended Reporting Period or the Supplemental Extended Reporting Period, if in effect, will be deemed to have been made on the last day of the “policy period”.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WATER PLUS 360 ENDORSEMENT – WATER OPERATIONS PROFESSIONAL AND MANAGEMENT LIABILITY

This endorsement modifies coverage provided under the **Public Officials Liability Coverage Part** as respects your "Water Operations".

For purpose of this endorsement, the following **DEFINITIONS** are added:

"Water Operations" means those operations related to the distribution, treatment, discharge, testing, monitoring or extraction of water, "potable water", sewage or wastewater by your authorized "employee".

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

"Water Operations Professional Liability" means liability for "loss" resulting from any act, error or omission arising out of your professional activities as a water district, wastewater district, sewer or utility district, whose primary operation is the distribution and/or treatment of water or wastewater, or sewage operations.

1. PROFESSIONAL LIABILITY INSURING AGREEMENT – WATER OPERATIONS

The following is added to the Insuring Agreement:

This insurance applies to a "public officials wrongful act" arising from "professional liability" caused by an error or omission during the "policy period" arising from your "water operations".

2. WHO IS AN INSURED is amended to include the following as respects your "water operations":

Your director, officer, "employee", "volunteer worker" or appointee while serving on the board of directors or an organization that is a separate and distinct entity not subject to your direction and control, provided that:

a. The organization was established and is currently chartered as not-for-profit; and

b. The primary purpose of such organization is to support and further the efforts and welfare of individuals or organizations that provide water, sewer, wastewater treatment or cemetery services.

3. CONDEMNATION EXCLUSION

This exclusion replaces the Eminent Domain and Inverse Condemnation Exclusion:

This policy does not apply to damages, "loss" or expense arising from any method or proceeding used to take control of private property for public use including condemnation, adverse possession, and dedication by adverse use.

This exclusion applies whether or not any “claim” is made directly against any insured or by virtue of any agreement into, by or on behalf of any insured.

4. WATER OPERATIONS PROFESSIONAL LIABILITY EXCLUSION

The following exclusion is added:

This insurance does not apply to damages, “loss”, or expense arising out of an act, error or omission from your “water operations professional liability” that also results in “bodily injury” or “property damage”.

EMPLOYMENT PRACTICES LIABILITY RETAINED LIMIT CLAIMS-MADE COVERAGE FORM – LIMITED REPORTING

LOSS ADJUSTMENT EXPENSES INCLUDED WITHIN THE RETENTION, OUTSIDE THE LIMIT OF INSURANCE

CLAIMS-MADE DISCLOSURE

The coverage provided under this Employment Practices Liability Retained Limit Coverage Form is CLAIMS-MADE. Coverage is limited generally to liability for claims first made against you while the coverage is in force. Please review the policy carefully and discuss policy coverages with your insurance agent or broker.

Throughout this policy the words "you" and "your" refer to the Named Insured in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we," "us" and "our" refer to the insurance company shown on the Declarations page as the insurer.

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

Within this Coverage Form, the word "insured" includes any person or organization qualifying as such under **SECTION III - WHO IS AN INSURED**.

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

SECTION I — COVERAGES

A. INSURING AGREEMENT

1. We will pay on behalf of the insured those sums in excess of the "retained limit" that the insured becomes legally obligated to pay as "loss" resulting from an "employment practices wrongful act", to which this insurance applies. However, we will have no duty to defend the insured against any "suit" seeking "loss" because of an "employment practices wrongful act" to which this insurance does not apply. We may, at our discretion, investigate any incident that may result from an "employment practices wrongful act". Our obligation under this insuring agreement only applies if:

a. The "employment practices wrongful act" did not commence before the earlier of the "policy period" or the Retroactive Date, if any, shown in the Declarations, or after the end of the "policy period"; and

b. The "employment practices wrongful act" takes place within the "coverage territory"; and

c. The "claim" because of "employment practices wrongful act" is first made against the insured during the "policy period", or if provided, in accordance with the Extended Reporting Period; and in accordance with paragraph **d.** below.

d. Prior to the "policy period", or if purchased, the Extended Reporting Period, no insured knew or had reason to know that the "employment practices wrongful act" had commenced. If any insured knew or had reason to know, prior to the "policy period" that an "employment practices wrongful act" had commenced, then any continuation, change or resumption of such "employment practices wrongful act" will be deemed to have been known prior to the "policy period", or if purchased, prior to the Extended Reporting Period;

e. An "employment practices wrongful act" will be deemed to have been known to have commenced at the earliest time when any Insured:

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(1) Reports all, or any part, of the "employment practices wrongful act" to us or to any other insurer;

(2) Receives written or verbal demand or "claim" for "loss" because of an "employment practices wrongful act"; or

(3) Becomes aware by any other means that an "employment practices wrongful act" has commenced.

f. The entire "employment practices wrongful act" will be deemed to have been committed on the date of the first act, error or omission;

g. All "claims" arising out of an "employment practices wrongful act" will be deemed to have been made at the time the first of such "claims" is made, regardless of the number of "claims" subsequently made.

2. The amount we will pay for "loss" and "loss adjustment expense" is limited as described in **Section IV – Limits of Insurance**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **Defense and Supplementary Payments**.

B. DEFENSE AND SUPPLEMENTARY PAYMENTS

1. The insured will have the obligation to provide an adequate defense, to investigate any "claim" or "suit", and to accept any offer of settlement within the "retained limit" that is deemed reasonable by us, with regard to any "claim" or "suit" against an insured seeking "loss" to which this insurance applies, even if any of the allegations of the "suit" are groundless, false or fraudulent.

a. The insured shall pay all "loss adjustment expense" that relates to the defense of "claims" or "suits" for amounts within the "retained limit";

b. We will not pay any "loss adjustment expense" above what we would otherwise have paid had the "loss" been settled for any reasonable amount within the "retained limit".

c. Should the Insured or the Claims Administrator fail to pay amounts for "loss", or to provide such defense, that would otherwise be required by the coverage, terms and conditions of this policy, we may elect to pay these "losses", or to provide such defense as is necessary to meet such coverage, terms and conditions of the policy. If we elect to make such payment or provide such defense for amounts that are within the "retained limit", you will promptly reimburse us for the amounts we elect to pay as "loss", and the sum of all such "loss adjustment expenses" we incur to provide defense that would otherwise have been within the "retained limit".

2. We will have the right, but not the obligation, to assume charge of the defense of any "claim" or "suit" at our expense.

3. We have the right, but neither the duty nor obligation, to associate with the insured at our expense in the defense, investigation or settlement of any "employment practices wrongful act" "claim" or "suit" seeking damages to which this insurance may apply if the damages sought are in excess of the "retained limit" or which, in our opinion and based on the terms and conditions of this policy, may create liability for us under this policy. In such event, the insured will cooperate fully.

a. No "loss adjustment expense" shall be incurred on behalf of the Company without our written consent;

b. The insured will not enter into any settlement that may impact this policy, agree to a judgment or consent against it or assign rights under this policy to anyone unless we first consent in writing; and

c. Upon our written request, the insured will tender such portion of the "retained limit" as we may deem necessary to complete the settlement of such "claim" or "suit".

C. We have the right and duty to defend the insured against any "claim" or "suit" seeking "loss" for "employment practices wrongful act(s)" to which this insurance applies when the "retained limit" has been exhausted

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because of judgments settlements and “loss adjustment expenses” paid to a third party under **Coverages A** or **B.**

1. The amount we will pay in excess of the “retained limit” is fixed as described in **SECTION IV - LIMITS OF INSURANCE**; and our right and duty to defend ends when we have used up the applicable Limit of Insurance in the payment of judgments and settlements.

2. When the duty to defend exists, we will pay, in addition to the Limit of Insurance, the following “loss adjustment expenses”:

a. All expenses incurred by us and all interest on the entire amount of any judgment which does not exceed the limit of our liability; and

b. Premium on appeal bonds required in any “suit” defended by us and the cost of attachment or similar bonds.

We are not responsible to pay any “loss adjustment expenses” under **2.a.** or **2.b.** for any settlement or judgment for amounts within the “retained limit”.

D. We will have no duty to defend the insured against any “suit” seeking “loss” for an “employment practices wrongful act” to which this insurance does not apply.

E. We have the right, but no duty, to appeal any judgment.

F. We will have no duty to defend any “claim” or “suit” that any other insurer has a duty to defend. If no other insurer defends, we may do so, but we will be entitled to the insured’s rights against all those other insurers.

SECTION II — EXCLUSIONS

A. This insurance does not apply to:

1. Adverse Profit or Remuneration

“Loss” based upon or attributable to any insured gaining profit, advantage or remuneration to which the insured is not legally entitled.

2. Advertising, Broadcasting, Telecasting

“Loss” arising from a publication or utterance made in the course of or related to advertising, broadcasting or telecasting activities conducted by or on behalf of any insured.

3. Auto, Watercraft, Aircraft

Any “employment practices wrongful act” arising out of the ownership, licensure, permit, maintenance, use or entrustment to others of any aircraft, “auto” or watercraft owned or operated by, or rented or loaned to any insured. Use includes operation and “loading or unloading”.

This exclusion applies even if the loss” or “claim” against any insured alleges negligence in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence” which caused the “employment practices wrongful act” involved the ownership, maintenance, licensure, permit, use or entrustment to others of any aircraft, “auto” or watercraft that is owned or operated by, or rented or loaned to any insured.

4. Bodily Injury or Property Damage

Any “loss” or damage arising from “bodily injury”, sickness, disease or death of any person, or for damage to or destruction of any property, including diminution of value or loss of use thereof.

Exception to Exclusion:

However, for the purpose of this exclusion, “bodily injury” does not include emotional distress, loss of reputation, humiliation or mental anguish not arising from physical trauma.

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5. Contractual Liability

Any obligation assumed by an insured under a contract or agreement, unless the insured would have been legally liable in the absence of such contract or agreement.

6. Distribution of Material In Violation Of Statutes

Any ”employment practices wrongful act” or any other injury, “loss”, cost or damages arising directly or indirectly out of any action or omission that violates or is alleged to violate:

a. The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or

b. The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or

c. Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

7. Electronic Data

Any “loss” or damage arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

8. Electronic Vandalism

Any “loss”, injury, damage, cost or expense caused directly or indirectly by Electronic Vandalism. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss. As used in this exclusion, Electronic Vandalism means:

(1) Willful or malicious destruction of computer programs, content, instructions or other electronic or digital data stored within computer systems.

(2) Unauthorized computer code or programming that:

(a) Deletes, distorts, corrupts or manipulates computer programs, content, instructions or other electronic or digital data, or otherwise results in damage to computers or computer systems or networks to which it is introduced;

(b) Replicates itself, impairing the performance of computers or computer systems or networks; or

(c) Gains remote control access to data and programming within computers or computer systems or networks to which it is introduced, for uses other than those intended for authorized users of the computers or computer systems or networks.

With respect to any activity that comes within the terms of the War and Military Action Exclusion and involves Electronic Vandalism, the War and Military Action Exclusion supersedes this Electronic Vandalism Exclusion. With respect to any activity that comes within the terms of the Terrorism Exclusion and involves Electronic Vandalism, the Terrorism Exclusion supersedes this Electronic Vandalism Exclusion.

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9. Fiduciary & Employee Benefits

Any "loss" or damages based upon or arising out of:

a. Any activity for which the insured is acting in a Fiduciary capacity; or

b. An employee benefit plan, welfare plan or retirement plan, or self insurance fund, including any obligation under the Employee Retirement Income Security Act (ERISA), or the Consolidated Omnibus Budget Reconciliation Act (COBRA), and any subsequent amendments thereto, or any similar local, state or Federal law, statute or regulation;

Exception to Exclusion:

However, exclusion **99.b.** shall not apply as respects any "claim" asserted under the Employee Retirement Income Security Act (ERISA) for an alleged retaliatory discharge if such benefits are included as items of damage for an "employment practices wrongful act" that would otherwise be covered by this policy.

10. Fraudulent or Dishonest Acts

Any "loss" brought about by, arising out of or attributable to fraudulent or dishonest acts or omissions of an insured, or bad faith on the part of the insured.

Exception to Exclusion:

However notwithstanding the foregoing, the insured will be protected under the terms of this policy as to any "claim(s)" upon which "suit" may be brought against them by reason of any alleged fraudulent or dishonest act of any insured, unless a judgment or other final adjudication thereof adverse to such insured will establish that acts of active or deliberate fraud or dishonesty committed by such insured was material to the cause of action so adjudicated.

11. Judicial Penalties

Any "loss", cost, civil fine, penalty or expense arising from any complaint or enforcement action by any federal, state or local governmental regulatory agency or judicial entity.

12. Handling Of "Loss", "Employment Practices Wrongful Act", "Claim" or "Suit" Within The "Retained Limit"

Any "loss", injury, damages or "employment practices wrongful act(s)" arising out of the handling of "claims" or "suits" within the "retained limit", including the investigation, defense or settlement of "claims" or "suits".

13. Labor Disputes

"Loss" arising out of or associated with a lockout, strike, picket line, replacement or other similar actions in connection with labor disputes or labor negotiations.

Exception to Exclusion:

This exclusion will not apply to a "claim" brought by an "employee" alleging wrongful termination or retaliation as a result of strike or lockout activity or union involvement, or to an "employee" who has been temporarily or permanently replaced due to any labor dispute.

14. Legal Services

Anyone providing legal services other than an attorney employed full time by the named insured.

15. Maintain Insurance

Any "loss" for, based upon, attributable to, arising out of, resulting from, in consequence of, or in any way involving, directly or indirectly, any failure or omission of the insured to effect or maintain insurance of any kind.

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16. Named Insured

Any “claim” by the Named Insured or on its behalf.

17. Non-Monetary

Any “claim(s)”, demand, or actions seeking relief or redress in any form other than monetary damages; or for any fees, costs or expenses which the insured may become obligated to pay as a result of any adverse judgment for declaratory relief or injunctive relief, including but not limited to actual or anticipated costs and expenses associated with or arising from an insured’s obligation to provide reasonable accommodation under, or otherwise comply with, the Americans With Disabilities Act or the Rehabilitation Act of 1973, including amendments thereto and regulations thereunder, or any related or similar law or regulation;

Exception to Exclusion:

This exclusion does not apply to defense costs where non-monetary relief is sought for an alleged “employment practices wrongful act” that would otherwise be covered under this policy.

18. Nuclear Hazard

Nuclear reaction or radiation, or radioactive contamination, however caused.

With respect to any activity that comes within the terms of the War and Military Action Exclusion and involves nuclear reaction or radiation, or radioactive contamination, the War and Military Action Exclusion supersedes this Nuclear Hazard Exclusion.

19. Prior Acts

a. Any “employment practices wrongful act” of which any insured who is an elected or appointed official, principal, partner, officer, director, trustee, employed or retained counsel, or “employee(s)” with personnel or risk management responsibility was aware, through actual knowledge, of the facts or circumstances of such “employment practices wrongful act” prior to the Effective Date shown in the Declarations of this policy;

b. Any “loss” or “claim” based upon or arising out of:

(1) An “employment practices wrongful act” which was known to an insured prior to the inception date of this policy and for which a “claim” was reasonably foreseeable; or

(2) Any “loss” for which an insured has reported, or should have reported, an “employment practices wrongful act” soliciting coverage under any policy of insurance prior to the inception date of this policy.

20. Prior or Pending Notice or Legal Action

Any injury or “loss” based upon, arising out of, attributable to, or in any way directly or indirectly related to any:

a. Prior or pending legal action or litigation, administrative or regulatory proceeding, “claim”, demand, arbitration, decree or judgment against any insured before the Effective Date of this policy, or Retroactive Date, whichever is earlier, including any administrative or regulatory proceeding:

(1) resulting from or in consequence of such pending or prior litigation, administrative or regulatory proceeding;

(2) derived in whole or in part from the facts and/or matters averred or alleged in any such pending or prior litigation, administrative or regulatory proceeding; or

(3) derived from the same or essentially the same fact, actual or alleged;

b. Fact, circumstance, event, situation, or “employment practices wrongful act” that was the subject of any reporting or notice under any similar policy of insurance issued to the insured.

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21. Pollution

Any “loss”, cost or expense resulting in whole or in part for any of the following:

a. Actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of “pollutants” at any time;

b. Any request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the affects of “pollutants”; or

c. Any “suit” by or on behalf of a government authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, or neutralizing, or in any way responding to, or assessing the affects of, “pollutants”.

22. Representative Insurance Benefits

This policy will not provide coverage for “loss”, other than “loss adjustment expense”, if such “loss” constitutes “benefits” due or “benefits” to become due, or the equivalent value of such “benefits”, provided that such benefits do not apply to any “claim” for an “employment practices wrongful act” that would otherwise be covered by this policy. As used here, “benefits” means perquisites, fringe benefits, deferred compensation or payments, including insurance premiums, in connection with an employee benefits plan and any other payment. “Benefits” shall not include salary or wages, stock benefits or non-deferred cash incentive compensation.

23. Separation Payment

Any “claim(s)” seeking severance pay, damages or penalties under an express written “Employment Agreement” or under any policy or procedure providing for payment in the event of separation from employment; or sums sought solely on the basis of a claim for unpaid services.

As used here, “Employment Agreement” means any express or implied employment agreement regardless of the basis in which such agreement is alleged to exist, other than a collective bargaining agreement.

Exception to Exclusion:

However, this exclusion shall not apply to “loss adjustment expense” resulting from such “claim”.

24. Violation Of Laws

Any “loss” based on the conduct of the insured or at the insured’s direction that is committed with wanton, willful, reckless or intentional disregard of any law(s) that is or are the foundation for the “claim”, or with criminal or malicious purpose or intent.

Exception to Exclusion:

But this exclusion will not apply to the strict vicarious liability of any insured for the wanton, willful, reckless or intentional disregard of another of any law(s) that is or are the foundation for the “claim”.

25. Violation Of Laws Applicable to Employers

A violation of your responsibilities or duties required by any other federal, state or local statutes, rules or regulations, and any rules or regulations promulgated therefore or amendments thereto, except for the following, and including amendments thereto: Title VII of the Civil Rights Act of 1964, the Americans With Disabilities Act, the Age Discrimination in Employment Act, the Equal Pay Act, the Pregnancy Discrimination Act of 1978, the Immigration Reform Control Act of 1986, the Family and Medical Leave Act of 1993 and the Genetic Information Nondiscrimination Act of 2008, the Occupational Safety & Health Act, or any other similar state or local statues, rules or regulations, to the extent that they prescribe responsibilities or duties concerning the same acts or omissions.

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However, this insurance does not apply to an "employment practices wrongful act" arising out of your failure to comply with any of the accommodations for the disabled required of you by, or any expenses incurred as the result of reasonable physical modifications made to accommodate any person with a disability or other protected characteristic pursuant to, the Americans With Disabilities Act, or any amendments thereto, or any similar state or local statutes, rules or regulations to the extent that they prescribe responsibilities or duties concerning the same acts or omissions.

Exception to Exclusion:

This exclusion does not apply to any "claim" for retaliatory treatment by an insured against any person making a "claim" pursuant to such person's rights under any statutes, rules or regulations.

26. Wage and Hour Law

"Loss" that is based upon, arising from, or attributable to, directly or indirectly, in connection with, related to, or in any involving any "claim" alleging violation of any federal, state or local wage and hour law.

Exception to Exclusion:

However, this exclusion will not apply to any "claim" under the federal Equal Pay Act or any similar state law.

27. War and Military Action

An "employment practices wrongful act", however caused, arising directly or indirectly out of:

(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:

i. By any government or sovereign power (de jure or de facto), or by any authority maintaining or using military, naval or air forces;

ii. By military, naval or air forces; or

iii. By an agent of any such government, power, authority or forces.

(2) Invasion, insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating or defending against such an occurrence.

Any discharge, release, explosion or use of any chemical or biological agent, or any weapon or device of war employing nuclear fission or fusion, will be conclusively presumed to be such a hostile or warlike action by such a government, power, authority or forces.

With respect to any action that comes within the terms of this War and Military Action Exclusion and:

(a) Involves nuclear reaction or radiation, or radioactive contamination, this War and Military Action Exclusion supersedes the Nuclear Hazard Exclusion;

(b) Involves a discharge, dispersal, seepage, migration, release, escape or application of any pathogenic or poisonous biological or chemical materials, this War and Military Action Exclusion supersedes the Pathogenic or Poisonous Biological or Chemical Materials Exclusion;

(c) Involves Electronic Vandalism as defined in the Electronic Vandalism Exclusion, this War and Military Action Exclusion supersedes the Electronic Vandalism Exclusion;

(d) Comes within the terms of the Terrorism Exclusion, this War and Military Action Exclusion supersedes the Terrorism Exclusion.

28. Workers' Adjustment and Retraining Notification Act

"Loss" arising out of the Workers' Adjustment and Retraining Notification Act, or any amendment thereto, or any similar federal, state or local law.

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Exception to Exclusion:

This exclusion shall not apply if the Named Insured consulted with legal counsel and made a good faith attempt to comply with the law prior to such "loss".

29. Workers Compensation and Similar Laws

"Loss" arising out of any obligation under any workers' compensation, disability benefits, social security or unemployment compensation law, or any similar law.

Exception to Exclusion:

However, this exclusion does not apply to any "claim" for "retaliation", "discrimination" or harassment on account of the filing of a workers' compensation claim or a claim for disability benefits.

SECTION III — WHO IS AN INSURED

A. INSUREDS:

Each of the following is an Insured, except as excluded by endorsement:

1. **You:** The Named Insured;
2. **Elected or Appointed Officials:** All lawfully elected, appointed or employed officials;
3. **Government Agencies, Boards and Commissions:** Any governmental agency or authority, subdivision, department, municipal body, board or commission, or other similar unit, that is:
   - **a.** Operated by you or with funds administered by you; and
   - **b.** Is subject to your oversight, control or direction.

   However, unless otherwise excepted, this insurance does **not** extend to any of the following boards, commissions or units:
   - **(1)** Airports;
   - **(2)** Transit Authorities;
   - **(3)** Hospitals;
   - **(4)** Gas Companies;
   - **(5)** Housing Authorities;
   - **(6)** Port Authorities.
4. **Directors & Officers**: Any individual appointed by you as a director or "executive officer", but only with respect to their duties as your directors or "executive officers";
5. **Employees & Volunteers**: All "employees", "volunteer worker(s)" and seasonal or "temporary worker(s)" under your direction and control, but only for acts within the course and scope of their employment, or within the scope of service or volunteer, seasonal and temporary work as authorized by you, for functions or activities that are covered under this policy;
6. **Former Employees:** Your former "employees", unless otherwise excluded, but only with respect to an "employment practices wrongful act" committed while in your employ;
7. **Trustees:** Your trustees, but only as respects their duties as such;
8. **Legal Heirs, Representatives and Assigns:** The estates, heirs, legal representative or assigns of deceased persons who were insureds at the time of a covered "employment practices wrongful act", but only to the extent that they would otherwise be provided coverage under this policy.

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9. **Newly Acquired Organizations:** Any organization you newly acquire or form, other than a partnership, joint venture, limited liability company or for-profit corporation, and over which you maintain ownership or a majority interest, will qualify as an Insured if there is no other similar insurance available to that organization. However:

   a. Coverage under this provision is afforded only until the 120th day after you acquire or form the organization or the end of the "policy period", whichever is earlier; and

   b. Coverage does not apply to any "employment practices wrongful act" that commenced before you acquired or formed the organization.

   No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

   We reserve the right within the 120 day coverage period outlined in **9.a.** above to endorse this policy to exclude coverage for the new organization; however, should we exercise this right we will provide a thirty-day (30) notice of such new organization being excluded.

B. NOT INSUREDS:

Unless otherwise excepted, none of the following are insured(s) under this policy:

a. Any person or organization, including you, with respect to the operation of boards, commissions or other units, the members of which are not afforded coverage under **A.3.** above; and

b. All persons or entities that are on retainer, are a consultant or are under contract for services, for any insured, unless specifically designated in the application, and authorized by us to be included.

C. OTHER INSUREDS:

In addition to those Insureds described in **A.** above, each of the following is an Insured, except if otherwise excluded herein or by endorsement:

1. **Mutual Aid Agreements:** Any person or organization providing service to an Insured under a mutual aid contract or similar agreement that is otherwise covered by this policy, but only to the extent of their liability under that contract or agreement, for acts that are within the course and scope of that mutual aid contract or similar agreement for the Insured;

2. **Newly Acquired Organizations:** Any organization the "Educational Entity" newly acquires or forms, other than a partnership, joint venture, limited liability company or for-profit corporation, and over which that insured "Educational Entity" maintains ownership or a majority interest, will qualify as an Insured under this Policy, if there is no other similar insurance available to that organization.

   However:

   a. Coverage under this provision is afforded only until the 120th day after the "Educational Entity" acquires or forms the organization, or the end of the "policy period", whichever is earlier;

   b. Coverage does not apply to any "employment practices wrongful act" that commenced before the "Educational Entity" acquired or formed the organization.

   Not Insured:

   No person or organization is an Insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not known as an "Educational Entity" listed in the Declarations as a Named Insured.

   We reserve the right within the 120 day coverage period outlined in **3.a.** above to endorse this policy to exclude coverage for the new organization; however, should we exercise this right we will provide a thirty-day (30) notice of such new organization being excluded.

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D. ADDITIONAL INSUREDS:

The following are Additional Insured(s) under this policy, except if otherwise excluded, but only to the extent coverage would otherwise be afforded to the Insured under this policy.

1. **"Educational Entity" Organizations:** Organizations affiliated with and supporting the "Educational Entity", such as Parent Teacher Organizations, Booster Clubs, Student Body Organizations, including the members of these clubs or organizations, are additional insureds while under the authorization and jurisdiction of the "Educational Entity's" governing board.

2. **Students in Practicum:** Any student while participating in activities required to complete any nurse training and similar allied health courses, but only while completing course work required by you;

3. **Safety Patrol:** Students and their respective parent(s) or legal guardian(s) who serve as members of an Insured "Educational Entity's" Safety Patrol, by whatever name used, are included as an additional insured, but only to the extent such student, parent or legal guardian is held liable for an "employment practices wrongful act" caused by your Insured Safety Patrol Operations that are not otherwise excluded under this policy.

SECTION IV — LIMITS OF INSURANCE

The Limits of Insurance of this Coverage Form apply in addition to the "Retained Limit".

The following paragraphs further describe how the Limits of Insurance and "Retained Limit" apply:

A. RETAINED LIMIT

1. The "retained limit" shall be applied to each "employment practices wrongful act" for which coverage is afforded by this policy. The "retained limit" will be reduced by any "loss adjustment expense(s)" incurred by the Insured.
2. The "retained limit" shall not be impaired by any "claim" or "suit" brought against an Insured which is not covered under this policy.
3. The "retained limit" shall not include any amounts for "loss" or "loss adjustment expense" for any "employment practices wrongful act" that commences prior to the inception date of this policy.
4. The "retained limit" shall not include any amounts for "loss" or "loss adjustment expense" for any "employment practices wrongful act" that commences prior to the Retroactive Date, if any, shown in the Declarations.
5. You agree not to insure or otherwise reinsure your "retained limit" without our knowledge and written permission.
6. This policy will not drop down to assume or satisfy your obligations under the "retained limit".
7. You agree that in the event of judgment, settlement or "loss adjustment expense" in excess of the "retained limit", all outstanding amounts within the "retained limit" will be due and payable to us upon demand. Such payment must be made before we have paid, tendered or deposited in court, any part of said judgment, settlement or "loss adjustment expense". Failure of you to comply with this provision will not invalidate the policy, but in the event of such failure, we will be liable only to the extent that we would otherwise have been liable had you complied with this provision.

B. LIMITS OF INSURANCE

The following describe how the Limits of Insurance apply under this Coverage Form, in excess of the "Retained Limit":

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1. The Limits of Insurance shown in the Declarations and the rules below fix the most the Company will pay in excess of the insured's "retained limit", regardless of the number of:

   a. Insured(s);

   b. "Losses", "claims" made or "suits" brought;

   c. Persons, organizations or governmental agencies making "claims" or bringing "suit(s)";

   d. "Employment Practices Wrongful Act(s)".

2. Subject to the Limit of Insurance stated in the Declarations, we will pay for "loss" covered under this policy only after the "retained limit" has been exhausted because of payments for judgments, settlements and "loss adjustment expenses" of "claims" or "suits". The "retained limit" stated in the Declarations applies:

   a. Only to "loss" for "claims" of "employment practices wrongful act(s)" covered under this policy;

   b. Separately to each "claim" of "employment practices wrongful act(s)"; and

   c. To "loss adjustment expenses" associated with "claims" or "suits" of "employment practices wrongful act(s)" for amounts within the "retained limit".

3. The Annual Aggregate is the most we will pay in excess of the "retained limit" for each "policy period" for the sum of all "loss" because of "employment practices wrongful act(s)" to which this insurance applies. In no event will our total Limit of Insurance be increased for any Extended Reporting Period.

4. The Each "Employment Practices Wrongful Act" Limit is the most we will pay in excess of the "retained limit" for the sum of all "loss" because of all "employment practices wrongful act(s)" arising out of any one "claim".

5. In determining the Limit of Insurance that applies, all such acts, errors or omissions committed by one or more insureds that are substantially the same or are in any way directly or indirectly related -- either logically, causally or temporally – shall be deemed to constitute one "Employment Practices Wrongful Act", regardless of the number of "claims" or claimants. The entire "Employment Practices Wrongful Act" will be deemed to have been committed on the date of the first act, error or omission.

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

SECTION V — CONDITIONS

A. The following **Employment Practices Liability Conditions** add to or replace the **Common Policy Conditions** which also apply to this Policy:

1. Assignment

Assignment of interest under this policy shall not bind us unless our consent is first endorsed hereon.

2. Claims Administrator

We must approve, in writing, any Claims Administrator utilized by you. You may not change or terminate an approved Claims Administrator without our prior written approval and consent. You also must provide us with written notification no later than ten (10) days from the effective date of any revision of the contract between you and your Claims Administrator. The insured is responsible for all costs related to any such Claims Administrator.

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We shall have the right, upon at least thirty (30) days written notice to you, to conduct an audit of the claim files of the Claims Administrator.

3. Insured's Duties In The Event Of A "Loss", "Employment Practices Wrongful Act", "Claim" Or "Suit"

a. You must see to it that your Claims Administrator is notified as soon as practicable of any "loss" or "employment practices wrongful act" which may result in a "claim" or "suit". Written notice containing particulars sufficient to identify the insured and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured and of available witnesses will be reported to the Claims Administrator; and in turn, the Claims Administrator will forward same to us.

b. If a "claim" is made or a "suit" is brought against any insured, the insured will immediately forward to the appointed Claims Administrator every demand, notice, summons or other processes received by the insured or its representative; and in turn, the Claims Administrator will forward same to us.

c. The insured will cooperate with us and at our request, consent to being examined and questioned by a representative of ours, under oath if necessary, attend hearings, depositions and trials and will assist in effecting settlement, securing and giving evidence and obtaining the attendance of witnesses in the conduct of "suits"; as well as in the giving of a written statement or statements to our representatives and defense.

d. The insured will give us or our duly authorized representative such information and assistance as we may require and assist in the defense of any "claim" or "suit", subject to **Supplementary Payments** under **SECTION I - COVERAGES**.

e. You must report to us as soon as practicable each "claim" or "loss" for which your estimated amount of loss or damages, including 'loss adjustment expense", is 50% or more of the amount of the "retained limit". You must also immediately report:

(1) Any "suit" naming the Company providing this insurance;

(2) Any claim involving terrorism or suspected terrorism;

(3) Any proposed or certified class action lawsuit;

(4) All claims involving or which could reasonably be expected to involve litigation;

(5) Any incident alleging sexual misconduct of any type, including rape, abuse, assault, molestation, harassment;

(6) Environmental and/or catastrophic potential claims, including those involving contamination, pollution, toxic chemicals, nuclear, radiation, lead, fungus, mold and/or asbestos;

(7) All cases of death or serious injury, including but not limited to the following:

(a) Cord Injury, including paraplegia, quadriplegia or paralysis;

(b) Injury to nerves at the base of the spinal canal (Cauda Equina), or any other back injury symptomized with resulting incontinence of bowel and/or bladder;

(c) Amputations requiring a prosthesis, or any loss of a major body member;

(d) Claims involving substantial body disfigurement or serious permanency;

(e) Brain damage affecting mentality or the central nervous system, such as permanent disorientation, behavior disorder, personality change, seizures, motor deficit, inability to speak (aphasia), hemiplegia or unconsciousness (comatose);

(f) Blindness of any type or duration, temporary or permanent;

(g) Hearing impairment of any type or duration, temporary or permanent;

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(h) Burns – those involving over 10% of the body with third degree, or 30% of the body with second degree;

(i) Multiple fractures; involving more than one member or non-union;

(j) Fracture of both heel bones (fractured bilateral os calcis);

(k) Nerve damage causing paralysis and loss of sensation in arm and hand (brachial plexus nerve damage);

(l) Massive internal injuries affecting any body organ(s);

(m) Fatalities;

(n) Any other serious injury which, in your judgment, might involve us.

You must advise us of the estimated amount of "loss" or damage, including "loss adjustment expense(s)", including amounts paid and reserved, in connection with each "claim" or "loss", and of any subsequent changes in such estimates.

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

g. Notice given by or on behalf of the insured, or written notice by or on behalf of the injured person or any other claimant, with particulars sufficient to identify the insured, shall be considered to be notice to us.

4. Other Insurance

a. The Insured shall pay from its own account all amounts within the "retained limit" as provided by the terms and conditions of this policy.

b. If other valid and collectible insurance applies to a "claim" or "suit" covered by this policy, and subject to **SECTION IV – LIMITS OF INSURANCE** of this policy, this policy will apply excess of the other insurance, whether this insurance is primary, excess, contingent, or issued on any other basis.

Other insurance means insurance, or the funding of losses that is provided by or through another insurance company, any risk retention group or any self-insurance, group self-insurance, or similar risk transfer approach, other than any funded by you and to which this insurance applies. It does not mean insurance that is purchased by any insured to be specifically excess of the sum of the "retained limit" and the Limits of Insurance afforded by this policy.

5. When/If We Permit You To Select Defense Counsel

As respects our right and duty to defend "claims" in excess of the "retained limit" under the terms of this policy, we may, at our discretion and by mutual agreement, or by court order, permit you to select defense counsel, subject to the Limits of Insurance of this Coverage Form. In such event, the following provisions apply:

a. We retain the right, at our discretion, to settle, approve or disapprove the settlement of any "claim"; and to appeal any judgment, award or ruling, at our expense.

b. You and any other involved insured must comply with the Duties In Event of a "Loss", "Employment Practices Wrongful Act", "Claim" or "Suit" Condition of this policy, as well as all other provisions of this policy; and

c. You must direct defense counsel of the insured to furnish us with the information we request to evaluate those "suits" for coverage under this policy; and cooperate with any counsel we may select to monitor or associate in the defense of those "suits".

d. If we defend you under a reservation of rights, both your and our counsel will be required to maintain records pertinent to your "loss adjustment expenses". These records will be used to determine the

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allocation of any "loss adjustment expenses" for which you may be solely responsible, including defense of an allegation not covered by this insurance.

SECTION VI — DEFINITIONS

A. Whenever used in this Coverage Form, the following words have these meanings:

1. AUTO

"Auto" means:

a. A land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment; or

b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

2. BODILY INJURY

"Bodily injury" means physical injury to the body, sickness, disease, disability and death. "Bodily injury" includes shock, mental anguish, emotional distress, pain and suffering, mental injury and humiliation, only when it arises from and is accompanied by physical injury to the claimant's body, sickness, disease or death.

3. CLAIM

"Claim" means:

a. A written notice from any party that it is their intention to hold the insured responsible for "loss" resulting from an "employment practices wrongful act" covered by this policy; and

b. Any notice that requires you to attend an administrative hearing conducted by the Equal Employment Opportunity Commission (EEOC), or by any state agency with a similar purpose.

4. COVERAGE TERRITORY

"Coverage Territory" means:

a. The United States of America (including its territories and possessions), Puerto Rico and Canada;

b. International waters or airspace, provided the injury or "loss" does not occur in the course of travel or transportation to or from any place not included in **a.** above; or

c. All parts of the world if the injury or "loss" arises out of:

(1) An "employment practices wrongful act(s)" of an Insured beyond the territory described in **a.** above, while they are conducting or are engaged in the Named Insured's business activities; and

(2) The Insured's responsibility to pay "loss" is determined in a "suit" on the merits, in the territory described in **a.** above, or in a settlement to which we agree.

5. DISCRIMINATION

"Discrimination" means the unlawful treatment, including any violation of a person's civil rights, with respect to a person's race, color, national origin, gender, marital status, disability, pregnancy, age, sexual orientation or preference, physical or mental condition, or any other protected class or characteristic established by any federal, state or local statutes, rules or regulations.

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6. EMPLOYEE

"Employee" includes a "leased worker" or a "temporary worker". Employee does not include a "volunteer worker" or a "service contractor".

7. EMPLOYMENT PRACTICES WRONGFUL ACT

"Employment Practices Wrongful Act" includes any "loss" or injury to any:

a. Person, or any class of persons, arising out of any one or more of the following offenses:

(1) Employment-related practices, policies, procedures, acts, errors or omissions, including but not limited to, coercion, demotion, evaluation, reassignment, malicious prosecution, discipline, libel, slander, invasion of privacy, defamation, harassment, humiliation, or "discrimination" involving or directed at any person;

(2) Verbal, physical, mental or emotional abuse resulting from or arising out of such employment-related practices, policies, procedures, acts, errors or omissions including but not limited to those described in **(1)** above;

(3) Failure to adopt or comply with adequate workplace or employment policies or procedures;

(4) Failure or refusal to provide employment related equal treatment or opportunities;

(5) Wrongful failure to grant tenure;

(6) Wrongful failure or refusal to employ, train, or promote a person;

(7) Wrongful denial of training, wrongful deprivation of career opportunity, or breach of employment contract;

(8) Negative evaluations, reassignment or discipline of your current "employee" or "volunteer worker", or wrongful refusal to employ;

(9) Wrongful dismissal, discharge or termination of a person's employment or membership, whether actual or constructive, that is:

(a) In violation of breach of applicable law or public policy; or

(b) Which is determined to be in violation of a contract or agreement, other than an employment contract or agreement, whether written, oral or implied, which stipulates financial consideration if such financial consideration is due as the result of a breach of the contract or agreement;

(10) Negligent hiring or supervision which results in any of the other offenses listed in this definition;

(11) Retaliatory action against "volunteer workers", or "employees", for the exercise, or not exercising, any legally protected right, or for engaging in any legally protected activity, including but not limited to, actions of:

(a) Performing or declining to perform an unethical or illegal act;

(b) Filing a complaint or bringing "suit" against you or any other insured in which damages are claimed;

(c) Testifying against you or any other insured at a legal proceeding;

(d) Notifying a proper authority of any aspect of your operation that is illegal;

(12) Coercing an "employee" to commit an unlawful act or omission within the scope of that person's employment;

(13) Violation of the Family Medical Leave Act (FMLA), or similar state or local law;

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(14) Violation of any Federal, state or local law (common law or statutory) concerning employment or any employment-related practice, policy or procedure described in **(1)** above, or if insurance is prohibited by law; or

b. Spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in paragraphs **(1), (2), (3)**, **(4)** or **(5)** above is directed;

c. Person or any class of person arising out of any "discrimination" or harassment directly or indirectly related to the past, present or prospective employment by any insured.

An "Employment Practices Wrongful Act" will apply:

(a) Whether the injury-causing offense described in Paragraphs **a. (1)** through **(10)** above occurs before employment or after employment of a person; or

(b) Whether the insured may be liable as an employer or in any other capacity; and

(a) To any obligation to share damages with or repay someone else who must pay damages because of the injury or offense.

8. EXECUTIVE OFFICER

"Executive Officer" means a person holding any of the officer positions created by your charter, constitution, by-laws, or any other similar governing document.

9. LEASED WORKER

"Leased Worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your operations. "Leased worker" does not include a "temporary worker" or an "employee" of a "service contractor".

10. LOADING OR UNLOADING

"Loading or Unloading" means the handling of property:

a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto;"

b. While it is in or on an aircraft, watercraft or "auto"; or

c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

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

11. LOSS OR LOSSES

"Loss" or "Losses" means any compensatory monetary amount which an insured is legally obligated to pay for a "claim" made against an insured for an "employment practices wrongful act" covered by this policy, including but not limited to damages, judgments, settlements and awards.

"Loss" or "Losses" does not mean fines or penalties, or any matters which may be deemed uninsurable under the law pursuant to which this policy will be construed.

"Loss" or "Losses" does not include "loss adjustment expense(s)".

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12. LOSS ADJUSTMENT EXPENSE

"Loss Adjustment Expense(s)" means all costs and expenses allocated to a specific "claim" or "suit" incurred in the investigation, appraisal, adjustment, settlement, litigation, defense or appeal of a specific "claim" or "suit", including court costs and costs of supersedeas and appeal bonds, and including:

a. Pre-judgment interest, unless included as part of the award or judgment;

b. Post-judgment interest; and

c. Legal expenses and costs incurred in connection with coverage questions and legal actions connected thereto.

"Loss adjustment expense(s)" does not include unallocated loss adjustment expense. Unallocated loss adjustment expense includes, but is not limited to, salaries and expenses of our employees, including staff attorneys, our office and other overhead expenses.

13. MOBILE EQUIPMENT

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

a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

b. Vehicles maintained for use solely on or next to premises you own or rent. However, any land motor vehicle, trailer or semi-trailer designed for travel on public roads (including any machinery or apparatus that is attached) owned or leased by you shall be deemed an "auto" and not "mobile equipment" if the only reason for considering it "mobile equipment" is that it is maintained for use exclusively on streets or highways owned by you;

c. Vehicles that travel on crawler treads;

d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

(1) Power cranes, shovels, loaders, diggers or drills; or

(2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

e. Vehicles not described in **a.**, **b.**, **c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

(1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

(2) Cherry pickers and similar devices used to raise or lower workers.

f. Vehicles not described in **a.**, **b.**, **c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

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

(1) Equipment designed primarily for:

(a) Snow removal;

(b) Road maintenance but not construction or resurfacing; or

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

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(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged.

Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

14. OCCURRENCE

"Occurrence" means an event, including continuous or repeated exposure to substantially the same generally harmful conditions.

15. POLICY PERIOD

"Policy Period" means the period beginning with the Effective Date shown in the Declarations and ending with the earlier of:

a. the date of cancellation of this Policy; or

b. the expiration date shown in the Declarations.

16. POLLUTANT(S)

"Pollutant(s)" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, lead, asbestos, acids, alkalis, chemicals, electromagnetic radiation and waste. Waste includes but is not limited to materials to be recycled, reconditioned or reclaimed, and liquid or solid material carried off with water in sewers or drains.

17. PROPERTY DAMAGE

"Property Damage" means:

a. Physical injury to tangible property including all resulting loss of use of that property;

b. Loss of use of personal property that is not physically injured; or

c. Disappearance of tangible property (including money).

18. RETAINED LIMIT

"Retained Limit" refers to the amount stated in the Declarations. You shall retain this amount as self-insurance as stated in the Declarations. The "retained limit" with respect to a self-insured retention shall include "loss adjustment expense(s)".

19. SERVICE CONTRACTOR

"Service Contractor" means a person or organization that contracts to provide identified services to or for the benefit of any insured, utilizing workers:

a. Who are "employees" of that person or organization; and

b. Whose work activities are generally under the control and direction of that person or organization.

20. SUIT

"Suit" means a civil proceeding in which "loss" is claimed because of an "employment practices wrongful act" to which this policy applies. "Suit" includes:

a. An arbitration proceeding in which "loss" is claimed and to which the insured must submit or does submit with our consent; or

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b. Any other alternative dispute resolution proceeding in which “loss” is claimed and to which the insured submits with our consent.

“Suit” does not mean an administrative hearing or proceeding.

21. TEMPORARY WORKER

“Temporary Worker” means a person who is furnished to you by another person or organization, other than a labor leasing firm, to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

22. VOLUNTEER WORKER

“Volunteer Worker(s)” means a person who is not your “employee”, and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you. “Volunteer worker” includes but is not limited to your volunteer firefighters, volunteer nurses, and other volunteer persons while acting specifically on your behalf or within the scope of their service or volunteer work for you, for activities that are otherwise covered under this policy.

SECTION VII — EXTENDED REPORTING PERIOD — BASIC AND OPTIONAL SUPPLEMENTAL

A. An Extended Reporting Period as described below, will be provided if this Coverage Form is canceled or non-renewed by us, except for nonpayment of premium; or if we renew or replace coverage with insurance that:

a. Has a Retroactive Date later than the date shown in the Declarations; or

b. Provides Employment Practices Liability coverage on other than a Claims-Made basis.

1. A Basic Extended Reporting Period is automatically provided without additional charge. This period begins at the end of the “policy period” and lasts for sixty (60) days. It does not extend the “policy period” or change the scope of coverage provided. It applies only to “claims” to which the following applies:

a. The “claim” is first made during the Extended Reporting Period;

b. The “employment practices wrongful act” commences before the end of the “policy period”; and

c. The “employment practices wrongful act” did not commence before the “policy period”, or before the Retroactive Date, if any, shown in the Declarations for this Coverage Form.

The Basic Extended Reporting Period does not apply to “claim(s)” covered under any subsequent policy.

2. Coverage for an optional Supplemental Extended Reporting Period must be added by endorsement and an additional premium charge must be paid. Such period starts sixty (60) days after the end of the “policy period”.

3. You will have a one-time option to elect the period of time for which the Supplemental Extended Reporting Period will apply, which in no event will exceed thirty-six (36) months. The available one-time options are listed below:

a. Twelve (12) month option;

b. Twenty-four (24) month option; or

c. Thirty-six (36) month option.

4. We will determine the additional premium in accordance with our rules and rates. In doing so, we may take into account the following:

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a. The exposures insured;

b. Previous types and amounts of insurance;

c. Limit of Insurance available under this policy for future payment of damages; and

d. Other related factors.

The additional premium will not exceed 200% of the annual premium for this policy.

Once in effect, the Supplemental Extended Reporting Period may not be canceled and the applicable additional premium is fully earned.

5. This right to purchase the Supplemental Extended Reporting Period will terminate unless written notice is given to us no later than sixty (60) days after the effective date of cancellation or non-renewal of this Coverage Form. Payment in full of the Supplemental Extended Reporting Period additional premium, plus any outstanding premiums or recoveries owed to us, will be made concurrently with such written notice for such Supplemental Extended Reporting Period to become effective.

6. The Extended Reporting Period does not extend the "policy period" or change the scope of coverage provided. Subject to the terms, Limits of Insurance, "Retained Limit", exclusions and conditions of this policy, this Employment Practices Liability Coverage Form is extended to apply to "claim(s)" first made against the insured during the Basic Extended Reporting Period, or if purchased, the Supplemental Extended Reporting Period, but only to "claim(s)" due to "employment practices wrongful act(s)" committed prior to the end of the "policy period".

7. The Extended Reporting Period does not reinstate or increase this Coverage Form's Limits of Insurance. "Claim(s)" which are first received and recorded during the Basic Extended Reporting Period or the Supplemental Extended Reporting Period, if in effect, will be deemed to have been made on the last day of the "policy period".

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LAW ENFORCEMENT LIABILITY RETAINED LIMIT OCCURRENCE COVERAGE FORM - LIMITED REPORTING

LOSS ADJUSTMENT EXPENSES INCLUDED WITHIN THE RETENTION, OUTSIDE THE LIMIT OF INSURANCE

Throughout this policy the words "you" and "your" refer to the "Public Risk" Named Insured in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us", and "our" refer to the insurance company shown on the Declarations page as the insurer.

Within this policy, the words "Insured" or "Insureds" refer to any person or organization qualifying as an "Insured" under **SECTION III - WHO IS AN INSURED**.

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

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

SECTION I — COVERAGES

A. INSURING AGREEMENT

1. We will pay on behalf of the insured those sums in excess of the "retained limit" that the insured becomes legally obligated to pay as "loss" resulting from a "law enforcement wrongful act" to which this insurance applies. Our obligation under this insuring agreement applies only if:

a. The "law enforcement wrongful act" is caused by an "occurrence" that takes place in the "coverage territory"; and such "law enforcement wrongful act" occurs during the course and scope of your "law enforcement activities";

b. The "law enforcement wrongful act" occurs during the "policy period"; and was not, prior to the "policy period", known to have occurred by any insured;

c. If any insured knew or had reason to know, prior to the "policy period", that a "law enforcement wrongful act" occurred, then any continuation, change or resumption of such "law enforcement wrongful act" will be deemed to have been known to occur prior to the "policy period";

2. A "law enforcement wrongful act" will be deemed to have been known to have occurred at the earliest time when any insured:

a. Reports all, or any part, of the "law enforcement wrongful act" to us or to any other insurer;

b. Receives written or verbal demand or "claim" for "loss" because of "law enforcement wrongful act"; or

c. Becomes aware by any other means that a "law enforcement wrongful act" has occurred.

3. The entire "law enforcement wrongful act" will be deemed to have occurred on the date of the first act, error or omission.

4. "Loss" because of "bodily injury" includes damages claimed by any person or organization for care, loss of services or death resulting at any time from such "bodily injury".

5. The amount we will pay for "loss" and "loss adjustment expense" is limited as described in **Section V – Limits Of Insurance**.

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No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **Defense and Supplementary Payments**.

B. DEFENSE AND SUPPLEMENTARY PAYMENTS

1. The Insured will have the obligation to provide an adequate defense, to investigate any "claim" or "suit", and to accept any offer of settlement within the "retained limit" that is deemed reasonable by us, with regard to any "claim" or "suit" for a "law enforcement wrongful act" covered by this policy:

a. The insured shall pay all "loss adjustment expense" that relates to the defense of "claims" or "suits" which amounts are within the "retained limit";

b. We will not pay any "loss adjustment expense" above what we would have otherwise paid had the "loss" been settled for any reasonable amount within the "retained limit";

2. Should the Insured or the Claims Administrator fail to pay any amounts for "loss", or to provide such defense that would otherwise be required by the coverage, terms and conditions of this policy, we may elect to pay these "losses" or provide such defense as is necessary to meet such coverage, terms and conditions of the policy. If we elect to make such payment or provide such defense, for amounts that are within the "retained limit", you will promptly reimburse us for the amounts we elect to pay as "loss", and the sum of all "loss adjustment expenses" we incur to provide defense that would otherwise have been within the "retained limit".

3. We will have the right, but not the obligation, to assume charge of the defense of any "claim" or "suit" at our expense.

4. We have the right, but neither the duty nor obligation, to associate with the insured at our expense in the defense, investigation or settlement of any "claim" or "suit" seeking "loss" to which this insurance may apply if the "loss" sought is in excess of the "retained limit" or which, in our opinion and based on the terms and conditions of the policy, may create liability for us under this policy. In such event, the insured will cooperate fully.

a. No "loss adjustment expense" shall be incurred on behalf of the Company without our written consent;

b. The insured will not enter into any settlement that may impact this policy, agree to a judgment or consent against it, or assign rights under this policy to anyone unless we first consent in writing.

c. Upon our written request, the insured will tender such portion of the "retained limit" as we may deem necessary to complete the settlement of such "claim" or "suit".

C. We have the right and duty to defend the insured against any "claim" or "suit" seeking "loss" for a "law enforcement wrongful act" to which this insurance applies when the "retained limit" has been exhausted because of judgments, settlements and "loss adjustment expenses" paid to a third party under **Coverages A or B.**

1. The amount we will pay in excess of the "retained limit" is fixed as described in **SECTION V - LIMITS OF INSURANCE**; and our right and duty to defend ends when we have used up the applicable Limit of Insurance in the payment of judgments and settlements.

2. When the duty to defend exists we will pay, in addition to the Limit of Insurance, the following "loss adjustment expenses":

a. All expenses incurred by us and all interest on the entire amount of any judgment which does not exceed the limit of our liability;

b. Premium on appeal bonds required in any "suit" defended by us and the cost of attachment or similar bonds.

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We are not responsible to pay any “loss adjustment expenses” under **2.a.** or **2.b.** listed above for any settlement or judgment amounts within the “retained limit”.

D. We will have no duty to defend an insured against any “suit” seeking “loss” for a “law enforcement wrongful act” to which this insurance does not apply.

E. We have the right, but no duty, to appeal any judgment.

F. We will have no duty to defend any “claim” or “suit” that any other insurer has a duty to defend. If no other insurer defends, we may do so, but we will be entitled to the insured’s rights against all those other insurers.

SECTION II — EXCLUSIONS

A. This insurance does not apply to:

1. Auto, Watercraft, Aircraft

“Bodily injury”, “property damage”, “personal injury”, or “law enforcement wrongful act” arising out of the ownership, licensure, permit, maintenance, use or entrustment to others of any aircraft, “auto” or watercraft owned or operated by, or rented or loaned to any insured. Use includes operation and “loading or unloading”.

This exclusion applies even if the ”loss” or “claim” against any insured alleges negligence in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence” which caused the “bodily injury”, “property damage”, “personal and advertising injury” or “law enforcement wrongful act(s)” involved the ownership, maintenance, licensure, permit, use or entrustment to others of any aircraft, “auto” or watercraft that is owned or operated by, or rented or loaned to any insured.

2. Care, Custody, Control

For a “law enforcement wrongful act)” resulting in or arising out of “property damage” to:

a. Property which is owned by, rented by, loaned to or occupied by any insured;

b. Premises which have been sold, given away, or abandoned by the insured if the “property damage” arises out of any part of those premises; or

c. Property in the care, custody and control of any insured.

Exception to Exclusion:

However, part **c.** of this exclusion does not apply to property on persons at the time of their arrest.

3. Contractual Liability

For liability assumed by the insured under any contract or agreement.

Exception to Exclusion:

This exclusion does not apply to liability for “loss”:

a. Assumed in a mutual aid agreement with another law enforcement agency; or

b. That the insured would have in the absence of the contract or agreement described in **3.a.**

4. Deliberate Violation

Any “loss”, injury or damage arising out of the deliberate violation of any Federal, State, or local statute, ordinance, rule or regulation committed by or with the knowledge and consent of the insured.

5. Distribution of Material In Violation Of Statutes

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Any ”law enforcement wrongful act” or any other injury, “loss”, cost or damages arising directly or indirectly out of any action or omission that violates or is alleged to violate:

a. The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or

b. The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or

Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

6. Electronic Data

Any “loss” or damage arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

7. Electronic Vandalism

Any “claim”, “loss”, injury, damage, cost or expense caused directly or indirectly by Electronic Vandalism. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss. As used in this exclusion, Electronic Vandalism means:

(1) Willful or malicious destruction of computer programs, content, instructions or other electronic or digital data stored within computer systems.

(2) Unauthorized computer code or programming that:

(a) Deletes, distorts, corrupts or manipulates computer programs, content, instructions or other electronic or digital data, or otherwise results in damage to computers or computer systems or networks to which it is introduced;

(b) Replicates itself, impairing the performance of computers or computer systems or networks; or

(c) Gains remote control access to data and programming within computers or computer systems or networks to which it is introduced, for uses other than those intended for authorized users of the computers or computer systems or networks.

With respect to any activity that comes within the terms of the War and Military Action Exclusion and involves Electronic Vandalism, the War and Military Action Exclusion supersedes this Electronic Vandalism Exclusion. With respect to any activity that comes within the terms of the Terrorism Exclusion and involves Electronic Vandalism, the Terrorism Exclusion supersedes this Electronic Vandalism Exclusion.

8. Employees

A “law enforcement wrongful act” resulting in, or in any way related to, “personal and advertising injury” or “bodily injury” to:

a. An “employee” of an insured arising out of and in the course of employment by the insured; or

b. The spouse, child, parent, brother or sister of that “employee”, as a consequence of **a.** above.

The exclusion applies:

(1) Whether the insured may be liable as an employer or in any other capacity; and

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(2) To any obligation to share damages with or repay someone else who must pay "loss" or damages because of the injury.

Exception to Exclusion:

This exclusion does not apply to liability assumed by the insured under a mutual aid contract or agreement as described in the definition of "insured contract".

9. Employment Practices Wrongful Acts

"Loss" arising out of an "employment practices wrongful act".

10. Federal, State, Local Enforcement

Any "loss," cost, civil fine, penalty or expense against any insured arising from any complaint or enforcement action from any federal, state or local governmental regulatory agency.

11. Fellow Employee

For a "law enforcement wrongful act" resulting in, or in any way related to, "personal and advertising injury" or "bodily injury" to:

a. An auxiliary law enforcement officer or volunteer law enforcement officer serving under the direction and control of the insured as a "volunteer worker"; or

b. The spouse, child, parent, brother or sister of that auxiliary or "volunteer worker" as a consequence of **a.** above.

The exclusion applies:

(1) Whether the insured may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

Exception to Exclusion:

This exclusion does not apply to liability assumed by the insured under a mutual aid contract or agreement as described in the definition of "insured contract".

12. Fraudulent or Dishonest Acts

Any "loss" brought about by, arising out of, or attributable to, fraudulent or dishonest acts or omissions of the insured, or bad faith on the part of the insured. However notwithstanding the foregoing, the insured will be protected under the terms of this policy as to any "claim" upon which "suit" may be brought against them by reason of any alleged fraudulent or dishonest act of any insured, unless a judgment or other final adjudication thereof adverse to such insured will establish that acts of active or deliberate fraud or dishonesty committed by such insured was material to the cause of action so adjudicated.

13. Handling Of "Loss", "Law Enforcement Wrongful Act", "Claim" or "Suit" Within The "Retained Limit"

Any "loss", injury, damage or "law enforcement wrongful act(s)" arising out of the handling of "claims" or "suits" within the "retained limit", including the investigation, defense or settlement of "claims" or "suits".

14. Judicial Penalties

Any "loss", cost, civil fine, penalty or expense arising from any complaint or enforcement action by any federal, state or local governmental regulatory agency or judicial entity.

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15. Legal Services

Anyone providing legal services other than an attorney employed full time by the named insured.

16. Non-Monetary

For a "claim," demand, or action seeking relief or redress solely in any form other than monetary damages, or for any fees, costs or expenses which the insured may become obligated to pay as a result of any adverse judgment for declaratory relief or injunctive relief;

Exception to Exclusion:

However, the coverage herein will provide for defense coverage for the insured for such action, "claim", "suit" or demand in which monetary damages are requested, if not otherwise excluded.

17. Nuclear Hazard

Nuclear reaction or radiation, or radioactive contamination, however caused.

With respect to any activity that comes within the terms of the War and Military Action Exclusion and involves nuclear reaction or radiation, or radioactive contamination, the War and Military Action Exclusion supersedes this Nuclear Hazard Exclusion.

18. Pollution

a. To "bodily injury", "property damage", "personal and advertising injury", "law enforcement wrongful act(s)" or any other injury or damage, or any "loss", cost, expense, liability or legal obligation arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release, escape or potential presence in or introduction into the environment of any substance if such substance has, or is alleged to have, the effect of making the environment impure, harmful or dangerous; or any other such substances that are considered a "pollutant". Environment includes any air, land, structure (or the air within), watercourse or other body of water, including underground water; or

b. To any "loss", cost or expense arising out of any:

(1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the affects of, "pollutants"; or

(2) Any "claim" or "suit" by or on behalf of a government authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the affects of, "pollutants".

Exception to Exclusion:

However, paragraph **a.** of this Pollution exclusion does not apply to a "law enforcement wrongful act" arising out of "law enforcement activities" of the Law Enforcement Department or Agency shown in the Declarations of this policy.

For purposes of this exception, "law enforcement activities" include those actions performed by members of other Law Enforcement Departments or Agencies operating under a Mutual Aid Agreement with you, under the condition that those "law enforcement activities" are sanctioned by the Law Enforcement Department or Agency insured under this policy.

19. Prior or Pending Legal Action

Any injury or "loss" based upon, arising out of, attributable to, or in any way directly or indirectly related to any:

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a. Prior or pending legal action or litigation, administrative or regulatory proceeding, “claim”, demand, arbitration, decree or judgment against any insured before the Effective Date of this policy, including any administrative or regulatory proceeding:

(1) resulting from or in consequence of such pending or prior litigation, administrative or regulatory proceeding;

(2) derived in whole or in part from the facts and/or matters averred or alleged in any such pending or prior litigation, administrative or regulatory proceeding; or

(3) derived from the same or essentially the same fact, actual or alleged;

b. Fact, circumstance, event, situation, or “law enforcement wrongful act” that was the subject of any notice under any similar policy of insurance issued to the insured.

20. War and Military Action

"Bodily injury", "property damage", “personal injury” or “law enforcement wrongful act”, however caused, arising directly or indirectly out of:

(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:

i. By any government or sovereign power (de jure or de facto), or by any authority maintaining or using military, naval or air forces;

ii. By military, naval or air forces; or

iii. By an agent of any such government, power, authority or forces.

(2) Invasion, insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating or defending against such an occurrence.

Any discharge, release, explosion or use of any chemical or biological agent, or any weapon or device of war employing nuclear fission or fusion, will be conclusively presumed to be such a hostile or warlike action by such a government, power, authority or forces.

With respect to any action that comes within the terms of this War and Military Action Exclusion and:

(a) Involves nuclear reaction or radiation, or radioactive contamination, this War and Military Action Exclusion supersedes the Nuclear Hazard Exclusion.

(b) Involves a discharge, dispersal, seepage, migration, release, escape or application of any pathogenic or poisonous biological or chemical materials, this War and Military Action Exclusion supersedes the Pathogenic or Poisonous Biological or Chemical Materials Exclusion.

(c) Involves Electronic Vandalism as defined in the Electronic Vandalism Exclusion, this War and Military Action Exclusion supersedes the Electronic Vandalism Exclusion.

(d) Comes within the terms of the Terrorism Exclusion, this War and Military Action Exclusion supersedes the Terrorism Exclusion.

21. Workers Compensation and Similar Laws

Any obligation under a workers’ compensation, disability benefits, social security or unemployment compensation law, or any similar law.

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SECTION III —WHO IS AN INSURED

1. INSURED:

The term Insured as used herein means the entity stated in the **Declarations** as the **Named Insured**, and except as excluded herein or by endorsement to this policy:

a. Law Enforcement Department or Agency and their Members: A Law Enforcement Department or Agency, shown in the Declarations that is:

(1) Operated by you;

(2) Subject to your oversight, control or direction; and/or

(3) Operated with funds administered by you and allotted to such Law Enforcement Department or Agency;

This includes all of your full-time or part-time "employees" of such Law Enforcement Department or Agency, but only with respect to their duties and while acting within the course and scope of authority allocated by their position in connection with "law enforcement activities".

b. Elected or Appointed Officials: All elected, appointed or employed officials of any board, commission or agency of yours, but only with respect to their respective liability arising out of "law enforcement activities", but only while acting within the course and scope of authority allocated by their position as such elected or appointed official of that board, commission or agency;

2. OTHER INSUREDS:

In addition to you, each of the following is an insured, except if otherwise excluded herein or by endorsement:

a. Mutual Aid Agreements: A Law Enforcement Department or Agency, including its members, while providing service to you under a mutual aid contract or agreement, but only while conducting "law enforcement activities" within the course and scope of that mutual aid contract or agreement, and such "law enforcement activities" are sanctioned by the Law Enforcement Department or Agency named in the Declarations;

b. Auxiliary and "Volunteer Workers": All auxiliary and "volunteer worker" law enforcement officers who serve under the direction and control of your Law Enforcement Department or Agency, but only for acts within the course and scope of their auxiliary or volunteer work as authorized by you or the Law Enforcement Department or Agency shown in the Declarations, for activities that are covered under this policy; and

c. Legal Heirs, Representatives and Assigns: The estates, heirs, legal representative or assigns of deceased persons who were insureds at the time of a covered "law enforcement wrongful act", but only to the extent that they would otherwise be provided coverage under this policy.

SECTION IV — COVERAGE EXTENSIONS

A. The following extensions apply to the insurance provided by this Coverage Form and are additional insurance to the policy unless otherwise stated. The following additional coverages are not included within, nor affected by, the "retained limit". Payment of these extensions will not:

1. Reduce or increase the "retained limit" shown on the Declarations for Law Enforcement Liability Coverage; nor

2. Increase or decrease or the applicable Limits of Insurance provided under this Coverage Form:

Animal Mortality: You may extend the insurance provided by this coverage form to include "loss" caused by accidental death or the consequential destruction because of accidental injury to your animals while being used

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as part of a canine or equestrian patrol during the course and scope “law enforcement activities”, and during the “policy period”. The most we will pay under this extension is $10,000 in any one “loss” occurrence annually.

Payment under this Coverage Extension will not erode the “retained limit” or the Limits of Insurance provided by this policy.

SECTION V — LIMITS OF INSURANCE

The Limits of Insurance of this policy apply in addition to the “Retained Limit”.

The following paragraphs further describe how the Limits of Insurance and “Retained Limit” apply:

A. RETAINED LIMIT

1. The “retained limit” shall be applied to each “law enforcement wrongful act” for which coverage is afforded by this policy. The “retained limit” will be reduced by any “loss adjustment expense” incurred by the insured.

2. The “retained limit” shall not be impaired by any “claim” or “suit” brought against an Insured which is not covered under this policy.

3. The “retained limit” shall not include any amounts for “loss”, injury or damages or any “loss adjustment expense(s)” for any “occurrence” of “law enforcement wrongful act” that occurs prior to, or subsequent to, the “policy period".

4. You agree not to insure or otherwise reinsure your “retained limit” without our knowledge and written permission.

5. This policy will not drop down to assume or satisfy your obligations under the “retained limit”.

6. You agree that in the event of a judgment, settlement or “loss adjustment expense” in excess of the “retained limit”, all outstanding amounts within the “retained limit” will be due and payable to us upon demand. Such payment must be made before we have paid, tendered or deposited in court, any part of said judgment, settlement or “loss adjustment expense”. Failure of you to comply with this provision will not invalidate the policy, but in the event of such failure, we will be liable only to the extent that we would have been liable had you complied with this provision.

B. LIMITS OF INSURANCE

The following paragraphs further describe how the Limits of Insurance apply under this policy:

1. The Limits of Insurance shown in the Declarations and the rules below fix the most the Company will pay in excess of the “retained limit” regardless of the number of:

- **a.** Insureds;
- **b.** “Losses”, “claims” made or “suits” brought;
- **c.** Persons, organizations or governmental agencies making “claims” or bringing “suits”;
- **d.** “Occurrences” of “Law Enforcement Wrongful Act(s)”.

2. Subject to the Limits of Insurance stated in the Declarations, we will pay for “loss” covered under this policy only after the “retained limit” has been exhausted because of payments for judgments, settlements and “loss adjustment expenses” of “claims” or “suits”. The “retained limit” stated in the Declarations applies:

- **a.** Only to “loss” for “occurrences” of “law enforcement wrongful act(s)” covered under this policy; and

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b. Separately to each “occurrence” of “law enforcement wrongful act”, or series of continuous, repeated or related “occurrences” of “law enforcement wrongful act(s)” covered by this policy; and

c. To “loss adjustment expense” associated with “claims” or “suits” for “occurrences” of “law enforcement wrongful act(s)” for amounts within the “retained limit”.

3. The Aggregate is the most we will pay for the sum of all “losses” in excess of the “retained limit” because of “occurrences" of “law enforcement wrongful act(s)”.

4. The Each “Law Enforcement Wrongful Act” Limit is the most we will pay for the sum of all “losses” in excess of the “retained limit” because of all “law enforcement wrongful act(s)” arising out of any one “occurrence".

5. In determining the Limit of Insurance that applies, all such acts, errors or omissions committed by one or more insureds that are substantially the same or are in any way directly or indirectly related -- either logically, causally or temporally – shall be deemed to constitute one “Law Enforcement Wrongful Act”, regardless of the number of “claims” or claimants.

6. The entire “Law Enforcement Wrongful Act” will be deemed to have occurred on the date of the first act, error or omission.

The limits of this policy apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the “policy period” shown in the Declarations, unless the “policy period” is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the preceding period for purposes of determining the limits of insurance.

SECTION VI — CONDITIONS

A. The following **Law Enforcement Liability Conditions** add to or replace the **Common Policy Conditions,** which also apply to this Policy::

1. Assignment

Assignment of interest under this policy shall not bind us unless our consent is first endorsed hereon.

2. Claims Administrator

We must approve, in writing, any Claims Administrator utilized by you. You may not change or terminate an approved Claims Administrator without our prior written approval and consent. You also must provide us with written notification no later than ten (10) days from the effective date of any revision of the contract between you and your Claims Administrator. You are responsible for all costs related to any such Claims Administrator.

We shall have the right, upon at least thirty (30) days written notice to you, to conduct an audit of the claim files of the Claims Administrator.

3. Insured’s Duties In The Event Of An “Occurrence”, “Loss”, “Law Enforcement Wrongful Act”, “Claim” Or “Suit”

a. You must see to it that your Claims Administrator is notified as soon as practicable of any ”occurrence”, “loss” or “law enforcement wrongful act” which may result in a “claim” or “suit”. Written notice containing particulars sufficient to identify the insured and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured and of available witnesses will be reported to the Claims Administrator; and in turn, the Claims Administrator will forward same to us.

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b. If a “claim” is made or a “suit” is brought against any insured, the insured will immediately forward to the appointed Claims Administrator every demand, notice, summons or other processes received by the insured or its representative; and in turn, the Claims Administrator will forward same to us.

c. The insured will cooperate with us and at our request, consent to being examined and questioned by a representative of ours, under oath if necessary; and will attend hearings, depositions and trials; and will assist in effecting settlement, securing and giving evidence and obtaining the attendance of witnesses in the conduct of “suits”; as well as in the giving of a written statement or statements to our representatives and defense.

d. The insured will give us or our duly authorized representative such information and assistance as we may require and assist us in the defense of any “claim” or “suit” subject to **Section I – Supplementary Payments**.

e. You must report to us as soon as practicable each “claim” or “loss” for which your estimated amount of “loss” or damages, including “loss adjustment expenses”, is 50% or more of the amount of the “retained limit”. You must also immediately report:

(1) Any “suit” naming the Company providing this insurance;

(2) Any claim involving terrorism or suspected terrorism;

(3) Any proposed or certified class action lawsuit;

(4) All claims involving or which could reasonably be expected to involve litigation;

(5) Any incident alleging sexual misconduct of any type, including rape, abuse, assault, molestation, harassment;

(6) Environmental and/or catastrophic potential claims, including those involving contamination, pollution, toxic chemicals, nuclear, radiation, lead, fungus, mold and/or asbestos;

(7) All cases of death or serious injury, including but not limited to the following:

(a) Cord Injury, including paraplegia, quadriplegia or paralysis;

(b) Injury to nerves at the base of the spinal canal (Cauda Equina), or any other back injury symptomized with resulting incontinence of bowel and/or bladder;

(c) Amputation requiring a prosthesis, or any loss of a major body member;

(d) Claims involving substantial body disfigurement or serious permanency;

(e) Brain damage affecting mentality or the central nervous system, such as permanent disorientation, behavior disorder, personality change, seizures, motor deficit, inability to speak (aphasia), hemiplegia or unconsciousness (comatose);

(f) Blindness of any type or duration, temporary or permanent;

(g) Hearing impairment of any type or duration, temporary or permanent;

(h) Burns – those involving over 10% of the body with third degree, or 30% of the body with second degree;

(i) Multiple fractures; involving more than one member or non-union;

(j) Fracture of both heel bones (fractured bilateral os calcis);

(k) Nerve damage causing paralysis and loss of sensation in arm and hand brachial plexus nerve damage);

(l) Massive internal injuries affecting any body organ(s);

(m) Fatalities;

(n) Any other serious injury which, in your judgment, might involve us.

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You must advise us of the estimated amount of "loss" and "loss adjustment expense(s)", including amounts paid and reserved for "loss" and "loss adjustment expense(s)", in connection with each "claim" or "loss", and of any subsequent changes in such estimates.

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

g. Notice given by or on behalf of the insured, or written notice by or on behalf of the injured person or any other claimant, with particulars sufficient to identify the insured, shall be considered to be notice to us.

4. Other Insurance

a. The Insured shall pay from its own account all amounts within the "retained limit" as provided by the terms and conditions of this policy.

b. If other valid and collectible insurance applies to a "claim" or "suit" covered by this policy, and subject to **SECTION V – LIMITS OF INSURANCE** of this policy, this policy will apply excess of the other insurance, whether this insurance is primary, excess, contingent, or issued on any other basis.

Other insurance means insurance, or the funding of losses that is provided by or through another insurance company, any risk retention group or any self-insurance, group self-insurance, or similar risk transfer approach, other than any funded by you and to which this insurance applies. It does not mean insurance that is purchased by any insured to be specifically excess of the sum of the "retained limit" and the Limits of Insurance afforded by this policy.

5. Public Entity Authorization Clause

By acceptance of this Policy, the first Named Insured Public Entity shown on the Declarations agrees to act on behalf of each Insured with respect to the giving and receiving of notice of "claim", cancellation or nonrenewal, the payment of premiums that may become due under this Policy; and each Insured agrees that the first Named Insured Public Entity shall act on their behalf. This clause does not relieve the first Named Insured, or any other Insured, of their responsibilities under this Policy.

6. When/If We Permit You To Select Defense Counsel

As respects our right and duty to defend "claims" in excess of the "retained limit" under the terms of this policy, we may, at our discretion and by mutual agreement, or by court order, permit you to select defense counsel, subject to the applicable Limit of Insurance of this policy. In such event, the following provisions apply:

a. We retain the right, at our discretion, to settle, approve or disapprove the settlement of any "claim"; and to appeal any judgment, award or ruling, at our expense;

b. You and any other involved insured must comply with the Duties In Event of a "Loss", "Law Enforcement Wrongful Act", "Claim" or "Suit" Condition of this policy, as well as all other provisions of this policy; and

c. You must direct defense counsel of the insured to furnish us with the information we request to evaluate those "suits" for coverage under this policy; and cooperate with any counsel we may select to monitor or associate in the defense of those "suits".

d. If we defend you under a reservation of rights, both your and our counsel will be required to maintain records pertinent to your "loss adjustment expenses". These records will be used to determine the allocation of any "loss adjustment expense" for which you may be solely responsible, including defense of an allegation not covered by this insurance.

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SECTION VII — DEFINITIONS

A. Whenever used in this Coverage Form, the following words have these meanings:

1. ADVERTISEMENT

"Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purpose of this definition:

a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and

b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an "advertisement".

2. AUTO

"Auto" means:

a. A land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment;

b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

3. BODILY INJURY

"Bodily injury" means physical injury to the body, sickness, disease, disability and death. "Bodily injury" includes shock, mental anguish, emotional distress, pain and suffering, mental injury and humiliation, only when it arises from and is accompanied by physical injury to the claimant's body, sickness, disease or death.

4. CLAIM

"Claim" means a written notice from any party that it is their intention to hold an insured responsible for "loss" resulting from a "law enforcement wrongful act" covered by this policy.

5. COVERAGE TERRITORY

"Coverage Territory" means:

a. The United States of America (including its territories and possessions), Puerto Rico and Canada;

b. International waters or airspace, provided the injury or "loss" does not occur in the course of travel or transportation to or from any place not included in **a.** above; or

c. All parts of the world if the injury or "loss" arises out of:

(1) Goods or products made or sold by you in the territory described in **a.** above; or

(2) A "law enforcement wrongful act" of an Insured beyond the territory described in **a.** above, while they are conducting or are engaged in the Named Insured's operations; and

(3) The Insured's responsibility to pay "loss" is determined in a "suit" on the merits, in the territory described in **a.** above, or in a settlement to which we agree.

6. DISCRIMINATION

"Discrimination" means the unlawful treatment, including any violation of a person's civil rights, with respect to a person's race, color, national origin, gender, marital status, age, sexual orientation or

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preference, physical or mental condition, or any other protected class or characteristic established by any Federal, state or local statutes, ordinances, rules or regulations.

7. EMPLOYEE

"Employee" includes a "leased worker", but does not include a "temporary worker". "Employee" does not include a "volunteer worker" or a "service contractor".

8. EMPLOYMENT PRACTICES WRONGFUL ACT

"Employment practices wrongful act", singular or plural, includes any "loss", "offense", injury or damages to any:

a. Person, or any class of person, arising out of any:

(1) Employment-related practices, policies, procedures, acts, errors or omissions, including but not limited to, coercion, demotion, evaluation, reassignment, discipline, libel, slander, defamation, harassment, humiliation, or "discrimination" involving or directed at any person or class of person;

(2) Verbal, physical, mental or emotional abuse, "offense", injury or "loss" resulting from or arising out of employment practices, policies, procedures, acts, errors or omissions involving, connected with, or in any way related to interviews, hiring, supervision, probation, termination, or any other act or determination of employment or non-employment of any person or class of person;

(3) False arrest, false imprisonment, libel, slander, defamation, harassment, humiliation, "discrimination", invasion of privacy, wrongful eviction, malicious prosecution, abuse of process, or arising out of any aspect of "law enforcement activities" affecting employment or non-employment of any person or class of person;

(4) Verbal, physical, mental or emotional abuse, "offense", injury, damage or "loss" resulting from or arising out of such employment-related practices, policies, acts, errors or omissions including but not limited to those described in **(1)** through **(4)** above;

(5) Failure to adopt or comply with adequate workplace or employment policies or procedures;

(6) Failure or refusal to grant tenure;

(7) Failure or refusal to employ, train, or promote a person;

(8) Denial of training, deprivation of career opportunity, or breach of employment contract;

(9) Evaluation, assignment, reassignment or discipline of any person or class of person;

(10) Dismissal, discharge or termination of employment or membership, whether actual or constructive, of any person or class of person;

(11) Retaliatory action against any person for the exercise of, or not exercising, any legally protected right, or for engaging in any legally protected activity, including but not limited to, actions of:

(a) Performing or declining to perform an unethical or illegal act;

(b) Filing a complaint or bringing "suit";

(c) Testifying against an insured at a legal proceeding;

(d) Notifying a proper authority of any aspect of your operation that is illegal;

(12) Violation of the Family Medical Leave Act (FMLA), or similar state or local law;

(13) Violation of any Federal, state or local law (common law or statutory) concerning employment or any "employment practices wrongful act" described in **(1)** through **(12)** above; or if insurance is prohibited by law;

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b. Spouse child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any "employment practices wrongful act" described in paragraphs **(1)** through **(12)** above is directed;

c. Person or any class of person arising out of any "discrimination" or harassment directly or indirectly related to the past employment, employment or prospective employment by any insured.

This "Employment Practices Wrongful Act" exclusion applies:

(a) Whether the injury-causing event described in Paragraphs **a. (1)** through (**12)** above occurs before employment or after employment of that person or class of person;

(b) Whether the insured may be liable as an employer or in any other capacity; and

(c) To any obligation to share "loss" or damages with or repay someone else who must pay "loss", injury or damages because of the injury.

9. INSURED CONTRACT

"Insured Contract" means:

A mutual aid contract or agreement pertaining to "law enforcement activities" under which the insured assumes the tort liability of another political subdivision to pay for "personal injury", "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

An "insured contract" does not include that part of any contract or agreement that indemnifies any person or organization for damage by fire, lightning or explosion to premises rented or loaned to an insured.

10. LAW ENFORCEMENT ACTIVITIES

"Law enforcement activities", singular or plural, means any of the activities, functions or operations by or on behalf of a law enforcement agency or any agent thereof; and/or any activity, function or operation inherent to or in connection with the administration and/or enforcement of the law and the protection of persons or property. Such activities or operations include the ownership, maintenance or use of any premises in connection with such functions, activities or operations; and the development, implementation and enforcement of any and all practices, policies and procedures governing any aspect of law enforcement.

11. LAW ENFORCEMENT WRONGFUL ACT

"Law Enforcement Wrongful Act", singular or plural, means any actual or alleged act, error or omission, neglect or breach of duty by an insured while conducting "law enforcement activities" which results in "personal and advertising injury", "bodily injury" or "property damage" caused by an "occurrence".

12. LEASED WORKER

"Leased Worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker" or an "employee" of a "service contractor".

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13. LOADING OR UNLOADING

"Loading or Unloading" means the handling of property:

a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";

b. While it is in or on an aircraft, watercraft or "auto"; or

c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

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

14. LOSS OR LOSSES

"Loss" or "Losses" means any monetary amount that an insured is legally obligated to pay for a "claim" made against the insured for "law enforcement wrongful acts" covered under this policy, including but not limited to amounts for injuries, damages, judgments, settlements and awards.

"Loss" or "Losses" does not mean fines, penalties, or any matters which may be deemed uninsurable under the law pursuant to which this policy will be construed.

"Loss" or "Losses" does not mean "loss adjustment expense(s)".

15. LOSS ADJUSTMENT EXPENSE

"Loss Adjustment Expense(s)" means all costs and expenses allocated to a specific "claim" or "suit" incurred in the investigation, appraisal, adjustment, settlement, litigation, defense or appeal of a specific "claim" or "suit", including court costs and costs of supersedeas and appeal bonds, and including:

a. Pre-judgment interest, unless included as part of the award or judgment;

b. Post-judgment interest; and

c. Legal expenses and costs incurred in connection with coverage questions and legal actions connected thereto.

"Loss adjustment expense(s)" does not include unallocated loss adjustment expense. Unallocated loss adjustment expense includes, but is not limited to, salaries and expenses of our employees, including staff attorneys, and our office and other overhead expenses.

16. MOBILE EQUIPMENT

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

a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

b. Vehicles maintained for use solely on or next to premises you own or rent. However, any land motor vehicle, trailer or semi-trailer designed for travel on public roads (including any machinery or apparatus that is attached) owned or leased by you shall be deemed an "auto" and not "mobile equipment" if the only reason for considering it "mobile equipment" is that it is maintained for use exclusively on streets or highways owned by you;

c. Vehicles that travel on crawler treads;

d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

(1) Power cranes, shovels, loaders, diggers or drills; or

(2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

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e. Vehicles not described in **a.**, **b.**, **c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

(1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

(2) Cherry pickers and similar devices used to raise or lower workers.

f. Vehicles not described in **a.**, **b.**, **c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

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

(1) Equipment designed primarily for:

(a) Snow removal;

(b) Road maintenance but not construction or resurfacing; or

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

17. OCCURRENCE

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

18. PERSONAL AND ADVERTISING INJURY

"Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

a. False arrest, detention or imprisonment;

b. Malicious prosecution;

c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;

d. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

e. Oral or written publication of material that violates a person's right of privacy;

f. The use of another's advertising idea in your "advertisement";

g. Infringing upon another's copyright, trade dress or slogan in your "advertisement"; or

h. False or improper service of process.

With respect to "personal and advertising injury", "loss" means monetary sums and excludes all forms of injunctive relief and declaratory judgments.

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19. POLICY PERIOD

"Policy Period" means the period beginning with the Effective Date shown in the Declarations and ending with the earlier of:

a. The date of cancellation of this policy; or

b. The expiration date shown in the Declarations

20. PROPERTY DAMAGE

"Property Damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such "loss" shall be deemed to occur at the time of the "occurrence" that caused it.

For purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

21. POLLUTANT(S)

"Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

22. RETAINED LIMIT

"Retained Limit" refers to the amount stated in the Declarations. You shall retain this amount as self-insurance as stated in the Declarations. The "retained limit" with respect to a self-insured retention shall include "loss adjustment expense(s)".

23. SERVICE CONTRACTOR

"Service Contractor" means a person or organization that is under contract to provide specific services to or for the benefit of any insured, using workers:

a. Who are "employees" of that person or organization; and

b. Whose work activities are generally under the control and direction of that person or organization.

24. SUIT

"Suit" means a civil proceeding in which "loss" because of a "law enforcement wrongful act" to which this insurance applies is alleged. "Suit" includes:

a. An arbitration proceeding in which such "loss" is claimed and to which the insured must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding in which such "loss" is claimed and to which the insured submits with our consent.

"Suit" does not mean an administrative hearing or proceeding.

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25. TEMPORARY WORKER

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

26. VOLUNTEER WORKER

"Volunteer Worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you. "Volunteer worker" includes but is not limited to your volunteer firefighters, volunteer nurses, and other volunteer persons acting specifically on your behalf or within the scope of their volunteer work for you.

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NOTICE TO INSURED OF AUTOMOBILE LIABILITY AND PHYSICAL DAMAGE ENDORSEMENT PREMIUM DEVELOPMENT

THE PREMIUM SHOWN ON THE DECLARATIONS PAGE IS THE FINAL ANNUAL PREMIUM. SUBJECT TO THE CONDITIONS DESCRIBED IN ITEM # 2 BELOW, THIS POLICY WILL NOT BE AUDITED.

IMPORTANT: TO INSURE ACCURATE RECORD KEEPING AND CLAIMS VERIFICATION, THE ENTITY SHOULD CONTINUE TO SUBMIT ALL CHANGE REQUESTS TO THE AGENT AND/OR THE COMPANY. THE AGENT SHOULD FORWARD A COPY OF ALL CHANGE REQUESTS TO THE COMPANY.

1. BUSINESS AUTO – LIABILITY:

Coverage is automatically provided for ANY AUTO the Named Insured owns or acquires during the Policy Period.

2. BUSINESS AUTOMOBILE PHYSICAL DAMAGE "FLEET AUTOMATIC":

Coverage is provided on a "Fleet Automatic" basis. This means that any "auto" the Insured acquires during the term of the policy will be covered automatically, provided it is an additional new "auto" or replaces an "auto" the entity previously owned which had Physical Damage coverage. The entity must inform the Company that they desire Physical Damage coverage for these "autos" within 30 days after the Insured acquires such "auto(s)". The Insured must submit a request for Physical Damage Coverage for any "auto" which does not meet the conditions outlined above. Coverage for these "auto(s)" will be added by endorsement.

4630217-02
Renewal of

ARGONAUT INSURANCE COMPANY

POLICY NUMBER:
4630217-03

225 West Washington Street, 24th Floor, Chicago, IL 60606

BUSINESS AUTO LIABILITY RETAINED LIMIT COVERAGE FORM DECLARATIONS

Item 1. Named Insured and Mailing Address	Agent Name and Address
City of Gastonia **P.O. Box 1748** **Gastonia,NC 28053**	Watson Insurance Agency, Inc. P.O. Box Gastonia, NC 28053

Policy Period: From: 7/1/2016 To: 7/1/2017

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

Form of Business: MUNICIPALITY

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

ITEM TWO— SCHEDULE OF COVERAGES AND COVERED AUTOS OR COVERED EMERGENCY UNITS

This policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those "autos" shown as covered "autos" or covered "emergency units". "Autos" or "Emergency Units" are shown as covered "autos" or covered "emergency units" for a particular coverage by the entry of the coverage symbol shown under the COVERED AUTOS Section next to the name of the coverage. Refer to the applicable coverage form for coverages provided.

COVERAGES	COVERED AUTOS OR EMERGENCY UNITS*	LIMIT THE MOST WE WILL PAY FOR ANY ONE ACCIDENT OR LOSS	PREMIUM
AUTO LIABILITY	**A. 1-3, 6-11, B. 1-4, C. 1-5**	$ 1,000,000	**$ Included**
PERSONAL INJURY PROTECTION (P.I.P.)**	**N/A**	SEPARATELY STATED IN EACH P.I.P. ENDT. MINUS $ DEDUCTIBLE/SIR	**$**
ADDED P.I.P. (or equivalent added No-Fault Cov.)	**N/A**	SEPARATELY STATED IN EACH ADDED P.I.P. ENDORSEMENT	**$**
PROPERTY PROTECTION INSURANCE (P.P.I.) (Michigan only)	**N/A**	SEPARATELY STATED IN THE P.P.I. ENDORSEMENT MINUS $ Deductible/SIR FOR EACH ACCIDENT	**$**
AUTO MEDICAL PAYMENTS		$	**$**
UNINSURED MOTORISTS (UM)	**5**	$1,000,000	**$ Included**
UNDERINSURED MOTORISTS (UIM) (when not included in UM Coverage)	**5**	$1,000,000	**$ Included**

AUTO LIABILITY SIR	**$100,000**	**AUTO LIABILITY MAINTENANCE DEDUCTIBLE (if any)**	**$**

NUMBER OF COVERED "AUTOS" or COVERED "EMERGENCY UNITS" *	
PREMIUM FOR ENDORSEMENTS	**$ Included**
ESTIMATED TOTAL PREMIUM * **	**$ Included**
STATE FEE OR SURCHARGE, IF APPLICABLE **State: NC**	**$N/A**

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4630217-02
Renewal of

ARGONAUT INSURANCE COMPANY

POLICY NUMBER:
4630217-03

225 West Washington Street, 24th Floor, Chicago, IL 60606

BUSINESS AUTO LIABILITY RETAINED LIMIT COVERAGE FORM DECLARATIONS *(CONTINUED)*

***** Entry of the number of COVERED AUTOS or COVERED EMERGENCY UNITS will designate the number of autos and emergency units that are Covered "Autos" or Covered "Emergency Units". Where a symbol is shown, the symbol will reflect the ISO symbol designating the coverage that applies to the Covered Autos or Covered Emergency Units.
** Or equivalent No-Fault Coverage

FORMS AND ENDORSEMENTS APPLYING TO THIS COVERAGE PART AND MADE PART OF THIS POLICY AT TIME OF ISSUE:
SEE POLICY FORMS LIST

Countersigned:

By_____.*

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

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Schedule Of Automobiles

Coverage is afforded only where indicated by a "YES"
Description of the Automobile and Facts Respecting its Purchase by the Covered Party.

Attached to and forming part of Certificate Number: Effective Date:

Vehicle #	Description		VIN	Class Code
AS PER SCHEDULE ON FILE WITH COMPANY				
	Value	Comprehensive	Collision	Specified Perils
	Liability	UM/UIM	No Fault	Loss Payee

Vehicle #	Description		VIN	Class Code
	Value	Comprehensive	Collision	Specified Perils
	Liability	UM/UIM	No Fault	Loss Payee

Vehicle #	Description		VIN	Class Code
	Value	Comprehensive	Collision	Specified Perils
	Liability	UM/UIM	No Fault	Loss Payee

Vehicle #	Description		VIN	Class Code
	Value	Comprehensive	Collision	Specified Perils
	Liability	UM/UIM	No Fault	Loss Payee

Vehicle #	Description		VIN	Class Code
	Value	Comprehensive	Collision	Specified Perils
	Liability	UM/UIM	No Fault	Loss Payee

Vehicle #	Description		VIN	Class Code
	Value	Comprehensive	Collision	Specified Perils
	Liability	UM/UIM	No Fault	Loss Payee

PUBLIC RISK AUTO LIABILITY RETAINED LIMIT COVERAGE FORM – LIMITED REPORTING

LOSS ADJUSTMENT EXPENSE INCLUDED WITHIN THE RETENTION, OUTSIDE THE LIMIT

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

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **VII** – **DEFINITIONS**.

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

SECTION I – COVERED AUTOS

A. The following are **Covered Autos** for each of the coverages provided by this policy, unless otherwise stated, or as amended by endorsement that is attached to and made a part of this policy:

1. Specifically described "autos" per the Schedule that is on file with the Company at the time of "loss" or "accident" that occurs during the "policy period";

2. "Private passenger autos" you acquire during the "policy period";

3. "Autos" other than "private passenger autos" that you acquire during the "policy period";

4. "Autos" you own or acquire during the "policy period" that are required to have No-Fault benefits in the state where they are licensed or principally garaged;

5. "Autos" you own or acquire during the "policy period" that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject, Uninsured Motorists Coverage;

6. "Trailers" you own or acquire during the "policy period"; and for Liability coverage, any "trailers" you do not own while they are attached to power units you do own, during the "policy period";

7. "Autos" that you hire, rent or lease during the "policy period", including substitute, replacement or extra "autos" necessary to meet the needs of your operations, seasonal or otherwise, if the lease, rental or hire agreement requires you to provide direct primary insurance for such "auto";

8. "Autos" owned by or leased to your "executive officers", supervisors, directors, board members, commissioners, "employees", volunteers and conscripted persons, while being used within the course and scope of such person's duties for you, during the "policy period";

9. "Autos" that you do not own, including "autos" that you borrow during the "policy period", if such "autos" are used to meet the needs of your operations, seasonal or otherwise, while such "autos" are in your entrustment, possession or care;

10. "Autos" you do not own that are "commandeered autos", while such "commandeered autos" are being used as part of an emergency situation;

11. "Mobile Equipment" that qualify under the definition of "mobile equipment" under this policy if they are not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where they are licensed or principally garaged.

The Covered Autos described in **A.1.** through **A.11.** above do not include "emergency units".

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B. "Emergency Units" are provided limited coverage under the policy:

1. "Emergency units" you own per the Schedule that is on file with the Company at the time of "loss" or "accident" that occurs during the "policy period"; or

2. "Emergency units" owned, rented or leased by your "executive officers", supervisors, directors, board members, commissioners, "employees", volunteers or conscripted persons, but only while such "emergency units":

3. Are being used to officially respond to, or return directly from, the scene of an emergency situation; or

4. Are being used by your "executive officer", supervisor, director, board member, commissioner, "employee", volunteer or conscripted person while acting within the course and scope of their duties for you;

"Emergency units" are covered only as respects those specific coverages that are described herein as applying to "emergency units".

C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos

If Liability Coverage is provided by this Coverage Form, the following types of vehicles are also covered "autos" for Liability Coverage in the "coverage territory", during the "policy period":

1. "Emergency units" as per the Schedule on file with the Company, or those "emergency units" that otherwise meet the terms and conditions of this policy as respects coverage for "emergency units";

2. "Emergency unit" equipment not otherwise covered as "autos" or "mobile equipment" provided such "emergency unit" equipment is similar to "emergency unit" equipment that is shown on the Schedule on file with the Company;

3. "Trailers" with a load capacity of 2,000 pounds or less designed primarily for travel on public roads;

4. "Mobile equipment" while being carried or towed by a covered "auto";

5. Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:

(1) Breakdown;

(2) Repair;

(3) Servicing;

(4) "Loss"; or

(5) Destruction.

SECTION II – LIABILITY COVERAGE

A. COVERAGE

We will pay on behalf of the insured those sums in excess of the "retained limit" that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto" or a covered "emergency unit".

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

The amount we will pay for "loss" and "loss adjustment expense" is limited as described under **SECTION V - LIMIT OF INSURANCE.**

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No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **Supplementary Payments**.

1. This insurance applies to "bodily injury", "property damage" and "covered pollution cost or expense" only if, prior to the "policy period", no insured listed under **SECTION III - WHO IS AN INSURED** or any insured who is authorized by you to give or receive notice of a "loss", "accident", "claim" or "suit", knew or had reason to know the "bodily injury", "property damage" or "covered pollution cost or expense", had occurred in whole or in part. If any such insured knew or had reason to know, prior to the "policy period", that the "bodily injury", "property damage" or "covered pollution cost or expense" occurred, in whole or in part, then any continuation, change, or resumption of such "bodily injury", "property damage" or "covered pollution cost or expense" during or after the "policy period" will be deemed to have been known prior to the "policy period".

2. The "bodily injury", "property damage" or "covered pollution cost or expense" which occurs during the "policy period" and was not, prior to the "policy period", known to have occurred by any insured listed under **SECTION III - WHO IS AN INSURED** or any insured authorized by you to give or receive notice of a "loss", "accident", "claim" or "suit" includes any continuation, change or resumption of that "bodily injury", "property damage" or "covered pollution cost or expense" after the end of the "policy period".

3. The "bodily injury", "property damage" or "covered pollution cost or expense" will be deemed to have been known to have occurred at the earliest time when any insured listed under **SECTION III - WHO IS AN INSURED** or any insured authorized by you to give or receive notice of a "loss", "accident", "claim" or "suit":

(1) Reports all, or any part, of the "bodily injury", "property damage" or "covered pollution cost or expense" to us or any other insurer;

(2) Receives a written or verbal demand or "claim" for damages because of the "bodily injury", "property damage" or "covered pollution cost or expense"; or

(3) Becomes aware by any other means that "bodily injury", "property damage" or "covered pollution cost or expense" has occurred or has begun to occur.

4. The entire "bodily injury", "property damage" or "covered pollution cost or expense" will be deemed to have occurred on the date of the first "accident" or event causing such "bodily injury", "property damage" or "covered pollution cost or expense".

5. "Loss" because of "bodily injury" includes damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

COVERAGE EXTENSIONS

1. Pollution Clean Up and Removal

This insurance will cover in excess of the "retained limit" your necessary expenses to extract "pollutants" from land or water if the release, discharge or dispersal of the "pollutants" results from a covered "loss" or "accident" to covered "autos", covered "emergency units", or any other equipment or property that is covered by this Coverage Form, if such covered "loss" or "accident" occurs in the "coverage territory", during the "policy period". Your expenses will be paid in excess of the "retained limit" only if they are reported to us in writing within 180 days of the earlier of:

a. The date of the covered direct physical "loss" or "accident"; or

b. The end of the "policy period".

2. Fellow Employee

This insurance will cover in excess of the "retained limit" "bodily injury" to an "employee", volunteer or conscripted person arising out of the actions of another "employee", volunteer or conscripted person, if such "bodily injury" arises out of and in the course of the fellow "employee's" employment, or the fellow "employee's", volunteer's or conscripted person's performance of duties related to the conduct of your operations.

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3. Out-Of-State Coverage Extensions

While a covered "auto" or covered “emergency unit” is away from the state where it is licensed this insurance will:

a. Increase the Limit of Insurance for Liability Coverage to meet the limits specified by a compulsory or financial responsibility law of the jurisdiction where the covered "auto" or covered “emergency unit” is being used. This extension does not apply to the limit or limits specified by any law governing motor carriers of passengers or property.

b. Provide the minimum amounts and types of other coverages, such as no-fault, required of out-of-state vehicles by the jurisdiction where the covered "auto" or covered “emergency unit” is being used.

This insurance will not pay anyone more than once for the same elements of “loss” or “accident” because of these Coverage Extensions.

SUPPLEMENTARY PAYMENTS

Supplementary Payments

A. The insured will have the obligation to:

1. Pay all “loss” for “bodily injury”, “property damage” and “covered pollution cost or expense” covered by this policy which amounts are within the “retained limit”; and

2. Provide an adequate defense, investigate any “loss”, “accident”, “claim” or “suit”, and to accept any offer of settlement within the “retained limit” that is deemed reasonable by us, with regard to any “bodily injury”, “property damage” and “covered pollution cost or expense” covered by this policy:

a. The insured shall pay all “loss adjustment expense” that relates to the defense of “claims” or “suits” within the “retained limit”;

b. We will not pay any “loss adjustment expense” above what we would have otherwise paid had the “loss” been settled for any reasonable offer within the “retained limit”;

B. Should the Insured or the Claims Administrator fail to pay any amounts for “loss” or to provide such defense, that would otherwise be required by the coverage, terms and conditions of this policy, we may elect to pay these “losses” or provide such defense as is necessary to meet such coverage, terms and conditions of the policy. If we elect to make such payment or provide such defense for amounts that are within the “retained limit”, you will promptly reimburse us for the amounts we elect to pay as “loss”, and the sum of all “loss adjustment expenses” we incur to provide defense that would have otherwise been included within the “retained limit”.

C. We will have the right, but not the obligation, to assume charge of the defense of any “claim” or “suit” at our expense.

D. We have the right, but neither the duty nor obligation, to associate with the insured at our expense in the defense, investigation or settlement of any “claim” or “suit” seeking “loss” to which this insurance may apply if such “losses” sought are in excess of the “retained limit” or which, in our opinion and based on the terms and conditions of this policy, may create liability for us under this policy. In such event, the insured will cooperate fully.

1. No “loss adjustment expense” shall be incurred on behalf of the Company without our written consent;

2. The insured will not enter into any settlement that may impact this policy, agree to a judgment or consent against it, or assign rights under this policy to anyone unless we first consent in writing; and

3. Upon our written request, the insured will tender such portion of the “retained limit” as we may deem necessary to complete the settlement of such “claim” or “suit”.

E. We have the right and duty to defend the insured against any “claim” or “suit” seeking “loss” for “bodily injury”, “property damage”, or “covered pollution cost or expense” to which this insurance applies only when the “retained limit” has been exhausted because of judgments, settlements and “loss adjustment expenses” paid to a third party under **SECTION II – LIABILITY COVERAGE, A. COVERAGE**:

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1. The amount we will pay in excess of the “retained limit” is fixed as described in **SECTION V - LIMIT OF INSURANCE**; and our right and duty to defend ends when we have used up the applicable Limit of Insurance in the payment of judgments and settlements.
2. When the duty to defend exists, we will pay, in addition to the Limit of Insurance, the following “loss adjustment expenses”:
   a. All expenses incurred by us;
   b. The cost of bonds to release attachments in any "suit" against the insured we defend, but only for bond amounts within our Limit of Insurance. We do not have to furnish these bonds;
   c. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the “claim” or “suit”, including actual loss of earnings up to $500 a day because of time off from work;
   d. All costs taxed against the insured in any "suit" we defend;
   e. Prejudgment interest awarded against any insured on that part of the judgment we pay. If we make an offer to pay the applicable Limit of Insurance, we will not pay any prejudgment interest based on that period of time after the offer; or
   f. Interest on the amount of any judgment in excess of the “retained limit” 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 our Limit of Insurance.

   We are not responsible to pay any “loss adjustment expenses” listed above for any settlement or judgment amounts within the “retained limit”.

F. We will have no duty to defend the insured against any “suit” seeking damages for “losses” or “accidents” to which this insurance does not apply.

G. We have the right, but no duty, to appeal any judgment.

H. We will have no duty to pay any “loss” or to defend any “claim” or “suit” that any other insurer has a duty to pay or defend. If no other insurer defends, we may do so, but we will be entitled to the insured’s rights against all those other insurers.

SECTION III - WHO IS AN INSURED

A. The following are an **Insured**, unless excluded herein or by endorsement:

1. **You** for any covered "auto" or “emergency unit” that is otherwise covered by this policy;
2. **Municipality or Other Governmental Entity Board Members**

   Your “executive officers”, supervisors, directors, board members, commissioners, “employees”, volunteers or conscripted persons but only while using a covered “auto” or covered “emergency unit” within the course and scope of their respective duty as your “executive officer”, supervisor, director, board member, commissioner, “employee”, volunteer or conscripted person.
3. **Other Insureds:**

   The following will be an Insured under this policy, unless excluded herein or by endorsement:

   a. The owner or anyone else from whom you hire or borrow a covered "auto" or covered “emergency unit” while such person is using a covered “auto” or covered “emergency unit” during the course and scope of their respective duty(ies) for you in your operations;

   b. Any other person, while such person is using a covered “auto” or covered “emergency unit” with your permission during the course and scope of their respective duty(ies) for you in your operations.

   However, such Insured status will **not** apply to the following even if they otherwise meet the criteria in **3.a.** or **3.b.**:

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(1) Insured status does not apply to a “trailer” connected to an “auto”, even if the covered "auto" is a "trailer" connected to a covered "auto" you own;

(2) Insured status does not apply to anyone using a covered "auto" while he or she is working in a business or operation of selling, servicing, repairing, parking or storing "autos", unless that business is yours;

(3) Insured status does not apply to anyone other than your “executive officers”, "employees", volunteers, conscripted persons, board members, commissioners, or a lessee or borrower, or any of their "employees", while moving property to or from a covered "auto" or a covered “emergency unit”;

(4) Insured status does not apply to anyone while using an “auto”, including a covered “auto” or covered “emergency unit”, outside the course and scope of their duties for you, or not in the course of your operations.

4. A lessor of a covered “auto” or covered “emergency unit”, if the leasing agreement requires you to provide direct primary insurance for such lessor.

5. Any person who is legally liable for the conduct of an Insured listed in **1., 2., 3.a.** or **3.b**, but only to the extent of their specific liability for that Insured.

B. Public Entity Officials and Members

Any board member or other elected or appointed official, member of the administrative staff, or other authorized volunteer or member is an Insured but only while using a covered “auto” or covered “emergency unit” you do not own, hire or borrow and only during the course of their respective duty(ies) for you as a municipality or other governmental entity, or an Emergency Services Organization. This Insured status will extend to any other person who supplies that covered “auto” or “emergency unit”.

C. Newly Acquired Organization

Any organization you own on the inception of this policy, or newly acquire or form during the policy period, and over which you maintain majority ownership or majority interest during the “policy period”, will qualify as a Named Insured if:

1. There is no other similar insurance available to that organization; and

2. The first Named Insured shown in the Declarations of this policy has the responsibility of placing insurance for that organization; and

3. The organization is incorporated or organized under the laws of the United States of America.

However:

a. Coverage under this provision is afforded only until the next occurring 12 month anniversary of the beginning of the “policy period” shown in the Declarations, or the end of the “policy period”, whichever is earlier; and

b. Coverage under this provision does not apply to “bodily injury” or “property damage**”** that results from an “accident” that occurred before you acquired or formed the organization; and

c. No person or organization is an insured with respect to any current or past partnership, or joint venture that is not shown as a Named Insured in the Declarations; and

d. Coverage under **C. 1.**, **2.**, and **3.** above does not apply to any organization that is covered as an insured under any other automobile liability insurance policy whose limits of insurance have been exhausted or whose insurer has become insolvent.

D. Additional Insureds

The following are additional insureds, unless excluded herein or by endorsement:

1. Any person, organization, trustee, estate or governmental entity with respect to the operation, maintenance or use of a covered “auto” or covered “emergency unit”, if:

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a. You are obligated to add that person, organization, trustee, estate or governmental entity as an additional insured to this policy by:

(1) An express provision of an “insured contract” or written agreement; or

(2) An express condition of a written permit issued to an insured by a governmental or public authority.

b. The “bodily injury” or “property damage” is caused by an “accident” which takes place after:

(1) The insured executed the “insured contract” or written agreement; or

(2) The permit has been issued to the insured.

SECTION IV - EXCLUSIONS

A. This insurance does not apply to any of the following:

1. Care, Custody or Control

This insurance does not apply to “property damage” or to “covered pollution cost or expense” involving any property owned or transported by the insured, or that is in the insured’s care, custody or control.

Exception to Exclusion:

This exclusion does not apply to “property damage” to a building and its contents that is leased, rented or borrowed by the insured if such “property damage” is a result of a covered “loss” or “accident” under this policy.

This exclusion also does not apply to liability assumed under a sidetrack agreement.

2. Completed Operations

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

In this exclusion, your work means:

a. Work or operations performed by you or on your behalf; and

b. Materials, parts or equipment furnished in connection with such work or operations.

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

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

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

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

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

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

3. Contractual

Liability assumed under any contract or agreement.

Exception to Exclusion:

This exclusion does not apply to liability for damages:

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a. Assumed in a contract or agreement that is an "insured contract", provided that the "bodily injury" or "property damage" occurs subsequent to the execution of such contract or agreement; or

b. That the insured would have in the absence of the contract or agreement.

4. Employee Indemnification And Employer's Liability

"Bodily injury" to:

a. An "employee" of the insured arising out of and in the course of:

(1) Employment by the insured; or

(2) Performing the duties related to the conduct of the insured's business; or

b. Any volunteer, including any "volunteer worker", in or arising out of the conduct or performance of their activities by, for or on behalf of any insured; or

c. The spouse, child, parent, brother or sister of that "employee", volunteer or "volunteer worker" as a consequence of Paragraphs **a.** or **b.** above

This exclusion applies:

(1) Whether the insured may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

Exception to Exclusion:

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

5. Expected Or Intended Injury

"Bodily injury", "property damage" or "covered pollution cost or expense" expected or intended from the standpoint of the insured.

Exception to Exclusion:

This exclusion does not apply to:

a. Expected or intended "bodily injury' or "property damage" resulting from actions taken to protect persons or property and arising out of the use of a covered "auto" or covered "emergency unit"; or

b. "Bodily injury" or "property damage" resulting from an act by the insured which is performed within their legal authority and which is reasonably necessary to respond to an emergency situation.

6. Handling Of "Claims" Or "Suits" Within The "Retained Limit"

"Losses" arising out of the handling of any "claims" or "suits" within the "retained limit", including the investigation, defense or settlement of any "claims" or "suits".

7. Handling Of Property

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

a. Before it is moved from the place where it is accepted by the insured for movement into or onto the covered "auto" or covered "emergency unit"; or

b. After it is moved from the covered "auto" or covered "emergency unit" to the place where it is finally delivered by the insured.

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8. Movement Of Property By Mechanical Device

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

9. Operations

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

a. Any equipment listed in Paragraphs **6.b.** and **6.c.** of the definition of "mobile equipment"; or

b. Machinery or equipment that is on, attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

10. Pollution

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

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

(1) Being transported or towed by, handled, or handled for movement into, onto or from, the covered "auto" or covered “emergency unit”;

(2) Otherwise in the course of transit by or on behalf of the insured; or

(3) Being stored, disposed of, treated or processed in or upon the covered "auto" or covered “emergency unit”;

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

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

Exception to Exclusion:

Paragraph **a.** of this Pollution exclusion does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are necessary to the normal electrical, hydraulic or mechanical functioning of a covered "auto" or covered “emergency unit” or its parts, if:

(1) The "pollutants" escape, seep, migrate, or are discharged, dispersed or released directly from a covered "auto" part whose product design according to the manufacturer is to hold, store, receive or dispose of such "pollutants"; and

(2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraphs **6.b.** or **6.c.** of the definition of "mobile equipment".

Paragraphs **b.** and **c.** above of this Pollution exclusion do not apply to an "accident" that occurs away from premises owned by or rented to an insured with respect to "pollutants" not in or upon a covered "auto" or covered “emergency unit” if:

(1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and

(2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

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11. Racing

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

12. War and Military Action

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

a. War, including undeclared or civil war;

b. Hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual, impending or expected attack:

(1) By any government or sovereign power (de jure or de facto), or by any authority maintaining or using military, naval or air forces;

(2) By military, naval or air forces; or

(3) By an agent of any such government, power, authority or forces.

c. Invasion, insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering, combating or defending against such an occurrence.

Any discharge, release, explosion or use of any chemical or biological agent, or any weapon or device of war employing nuclear fission or fusion, will be conclusively presumed to be such a hostile or warlike action by such a government, power, authority or forces.

With respect to any action that comes within the terms of this War and Military Action Exclusion and:

(a) Involves nuclear reaction or radiation, or radioactive contamination, this War and Military Action Exclusion supersedes the Nuclear Hazard Exclusion.

(b) Involves a discharge, dispersal, seepage, migration, release, escape or application of any pathogenic or poisonous biological or chemical materials, this War and Military Action Exclusion supersedes the Pathogenic or Poisonous Biological or Chemical Materials Exclusion.

(c) Comes within the terms of the Terrorism Exclusion, this War and Military Action Exclusion supersedes the Terrorism Exclusion.

SECTION V - LIMITS OF INSURANCE

The Limits of Insurance of this Coverage Form apply in addition to the “retained limit”.

The following paragraphs further describe how the Limits of Insurance and “Retained Limit” shall apply:

LIMITS OF INSURANCE:

A. The **LIMITS OF INSURANCE** shown in the Declarations and the rules below fix the most the Company will pay in excess of the insured’s “Retained Limit” shown in the Declarations, regardless of the number of:

1. Covered "Autos" or Covered “Emergency Units”;

2. “Covered Pollution Cost or Expense”;

3. Insureds;

4. Vehicles involved;

5. Premiums paid;

6. “Losses” or “accidents”;

7. “Claims“ made or “suits” brought;

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8. Persons, organizations or governmental agencies making “claims” or bringing “suits”.

The most we will pay for the total of all “loss”, "covered pollution cost or expense", and “loss adjustment expense” combined, resulting from any one "accident" is the Limit of Insurance for Auto Liability Coverage shown in the Declarations.

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

B. Subject to the **LIMIT OF INSURANCE** stated above, we will pay for “loss” covered under this Coverage Form only after your **“RETAINED LIMIT”** stated in the Declarations has been exhausted because of payments for judgments, settlements and “loss adjustment expenses” of “claims” or “suits”. The **“RETAINED LIMIT”** stated in the Declarations applies:

1. Only to “loss” for “bodily injury”, “property damage” or “pollution cost or expense” covered by this policy, and “loss adjustment expenses” arising therefrom; and

2. Separately to each “accident” or series of continuous, repeated or related “accidents”.

C. The **COMBINED SINGLE LIMIT (CSL)** is the most we will pay in excess of the “retained limit” for the sum of all “loss” and “loss adjustment expense(s)” under “bodily injury”, “property damage” and “pollution cost or expense” in excess of the **“RETAINED LIMIT”**.

D. In determining the **LIMIT OF INSURANCE** that applies:

1. All "bodily injury" and "property damage" resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one "accident";

2. All damages resulting out of continuous, repeated or related “pollution cost or expense” shall be treated as a single “loss” and the Limit of Insurance in effect at the first “pollution cost or expense” shall apply.

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

RETAINED LIMIT:

A. The “retained limit” shall be applied to each “bodily injury”, “property damage” and “covered pollution cost or expense” for which coverage is afforded by this policy. The “retained limit” will be reduced by any “loss adjustment expense” incurred by the insured.

B. The “retained limit” shall not be impaired by any “claim” or “suit**”** brought against an Insured which is not covered under this Coverage Form.

C. The “retained limit” shall not include any amounts for “loss”, injury or damages or any “loss adjustment expense(s)” for any “loss”, “accident”, “bodily injury”, “property damage” or “covered pollution cost or expense” that first takes place prior to, or subsequent to, the “policy period”.

D. You agree not to insure or otherwise reinsure your “retained limit” without our knowledge and written permission. If insurance with any other insurer is available to cover a “claim” that is within the “retained limit”, such other insurance is excess over the “retained limit”. We will not make any payment until the other insurance and the applicable “retained limit” have been exhausted.

E. This policy will not drop down to assume or satisfy your obligations under the “retained limit”.

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F. You agree that in the event of a judgment, settlement or "loss adjustment expense" in excess of the "retained limit," all outstanding amounts within the "retained limit" will be due and payable to us upon demand. Such payment must be made before we have paid, tendered or deposited in court, any part of said judgment, settlement or "loss adjustment expense".. Failure of you to comply with this provision will not invalidate the policy, but in the event of such failure, we will be liable only to the extent that we would have been liable had you complied with this provision.

SECTION VI –CONDITIONS

A. RETAINED LIMIT CONDITIONS

The following **Retained Limit Conditions** replace or add to the **Common Policy Conditions**, which also apply to this policy:

1. Assignment

Assignment of interest under this policy shall not bind us unless our consent is first endorsed hereon.

2. Claims Administrator

We must approve, in writing, any Claims Administrator utilized by you. You may not change or terminate an approved Claims Administrator without our prior written approval and consent. You also must provide us with written notification no later than ten (10) days from the effective date of any revision of the contract between you and your Claims Administrator. The insured is responsible for all costs related to any such Claims Administrator.

We shall have the right, upon at least thirty (30) days written notice to you, to conduct an audit of the claim files of the Claims Administrator.

3. Concealment, Misrepresentation Or Fraud

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

a. This Coverage Form;

b. The covered "auto" or covered "emergency unit";

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

d. A "claim" under this Coverage Form.

4. Insured's Duties In The Event Of A "Loss", "Accident", "Claim" Or "Suit"

a. You must see to it that your Claims Administrator is notified as soon as practicable of any "loss" or "bodily injury", "property damage", "pollution cost or expense" or any "loss" or "accident" which may result in a "claim" or "suit". Written notice containing particulars sufficient to identify the insured and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured and of available witnesses will be reported to the Claims Administrator; and in turn, the Claims Administrator will forward same to us.

b. If a "claim" is made or a "suit" is brought against any insured, the insured will immediately forward to the appointed Claims Administrator every demand, notice, summons or other processes received by the insured or its representative; and in turn, the Claims Administrator will forward same to us.

c. The insured will cooperate with us and at our request, consent to being examined and questioned by a representative of ours, under oath if necessary, attend hearings, depositions and trials and will assist in effecting settlement, securing and giving evidence and obtaining the attendance of witnesses in the conduct of "suits"; as well as in the giving of a written statement or statements to our representatives and defense.

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d. The insured will give us or our duly authorized representative such information and assistance as we may require and assist in the defense of any "claim" or "suit", subject to **Supplementary Payments** under **SECTION I - COVERAGES**.

e. You must report to us as soon as practicable each "claim" or "loss" for which your estimated amount of loss or damages, including 'loss adjustment expense", is 50% or more of the amount of the "retained limit". You must also immediately report:

(1) Any "suit" naming the Company providing this insurance;

(2) Any claim involving terrorism or suspected terrorism;

(3) Any proposed or certified class action lawsuit;

(4) All claims involving or which could reasonably be expected to involve litigation;

(5) Any incident alleging sexual misconduct of any type, including rape, abuse, assault, molestation, harassment;

(6) Environmental and/or catastrophic potential claims, including those involving contamination, pollution, toxic chemicals, nuclear, radiation, lead, fungus, mold and/or asbestos;

(7) All cases of death or serious injury, including but not limited to the following:

(a) Cord Injury, including paraplegia, quadriplegia or paralysis;

(b) Injury to nerves at the base of the spinal canal (Cauda Equina), or any other back injury symptomized with resulting incontinence of bowel and/or bladder;

(c) Amputations requiring a prosthesis, or any loss of a major body member;

(d) Claims involving substantial body disfigurement or serious permanency;

(e) Brain damage affecting mentality or the central nervous system, such as permanent disorientation, behavior disorder, personality change, seizures, motor deficit, inability to speak (aphasia), hemiplegia or unconsciousness (comatose);

(f) Blindness of any type or duration, temporary or permanent;

(g) Hearing impairment of any type or duration, temporary or permanent;

(h) Burns – those involving over 10% of the body with third degree, or 30% of the body with second degree;

(i) Multiple fractures; involving more than one member or non-union;

(j) Fracture of both heel bones (fractured bilateral os calcis);

(k) Nerve damage causing paralysis and loss of sensation in arm and hand (brachial plexus nerve damage);

(l) Massive internal injuries affecting any body organ(s);

(m) Fatalities;

(n) Any other serious injury which, in your judgment, might involve us.

You must advise us of the estimated amount of "loss" or damage, including "loss adjustment expense(s)", including amounts paid and reserved, in connection with each "claim" or "loss", and of any subsequent changes in such estimates.

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

g. Notice given by or on behalf of the insured, or written notice by or on behalf of the injured person or any other claimant, with particulars sufficient to identify the insured, shall be considered to be notice to us.

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5. Other Insurance – "Retained Limit"

a. The Insured shall pay from its own account all amounts within the "retained limit" as provided by the terms and conditions of this policy.

b. If other valid and collectible insurance applies to a "claim" or "suit" covered by this policy, and subject to **SECTION V – LIMITS OF INSURANCE** of this policy, this policy will apply excess of the other insurance, whether this insurance is primary, excess, contingent, or issued on any other basis.

Other insurance means insurance, or the funding of losses that is provided by or through another insurance company, any risk retention group or any self-insurance, group self-insurance, or similar risk transfer approach, other than any funded by you and to which this insurance applies. It does not mean insurance that is purchased by any insured to be specifically excess of the sum of the "retained limit" and the Limits of Liability afforded by this policy.

6. Other Insurance – How Coverage Applies

The following describes how the insured or the insured's Claims Administrator is to apply coverage under this Coverage Form for "losses" or "accidents", and "loss adjustment expenses" that are within the "retained limit". This does not alter any other Condition of this policy.

a. For any covered "auto" or covered "emergency unit" you own, the terms of this Coverage Form provide primary insurance. For any covered "auto" or covered "emergency unit" you don't own, the insurance provided by this Coverage Form is excess over any other collectible insurance, except for the following:

(1) Any covered "auto" or covered "emergency unit" owned by your "executive officers", supervisors, directors, board members, commissioners, "employees", volunteers and conscripted persons, will be provided primary insurance under this Coverage Form, while such covered "auto" or covered 'emergency unit" is being used within the course and scope of their duties for you.

(2) While a covered "auto" or covered "emergency unit" which is a "trailer" is connected to another vehicle, the Liability Coverage this Coverage Form provides for the "trailer" is:

(a) Excess while it is connected to a motor vehicle you do not own.

(b) Primary while it is connected to a covered "auto" you own.

b. For Hired Auto Physical Damage Coverage, any covered "auto" or covered "emergency unit" you lease, hire, rent or borrow is deemed to be a covered "auto" or covered "emergency unit" you own, while such "auto" or "emergency unit" is in your possession or care, or is entrusted to you. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto" or a covered "emergency unit".

c. Regardless of the provisions of Paragraph **a.** above, this Coverage Form's Liability Coverage is primary for any liability assumed under an "insured contract".

d. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only in excess of the "retained limit", and as described under **SECTION V – LIMITS OF INSURANCE**.

7. Policy Period, Coverage Territory

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

a. During the "policy period" shown in the Declarations; and

b. Within the "coverage territory".

The "coverage territory" is:

a. The United States of America;

b. The territories and possessions of the United States of America;

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c. Puerto Rico;

d. Canada; and

e. Anywhere in the world if:

(1) A covered "auto" or covered “emergency unit” of the private passenger type is leased, rented or borrowed without a driver for a consecutive period of 30 days or less;

(2) A covered "auto" or covered “emergency unit” is hired without a driver for a consecutive period of 30 days or less; and

(3) Under **(1)** or **(2)** the insured’s responsibility to pay damages must be determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico, or Canada or in a settlement we agree to.

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

8. Transfer of Rights of Recovery Against Others to Us

If any insured has rights to recover all or part of any payment we have made under this policy, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring ”suit” or transfer those rights to us and help us enforce them. In the event of recovery, the proceeds will be divided in the following priority, including those expenses incurred in pursuing such recovery:

a. Any insured or insurer who paid amounts in excess of the Limits of Insurance of this policy;

b. Our expenses and payments made under this policy;

c. You and any other insurer who paid an amount below our Limits of Liability of this policy.

9. Waiver of Subrogation

As respects the coverage provided under this policy, any right of recovery we may have against any additional insured as provided under this Coverage Form is waived, but only as respects “loss” arising out of the operation, maintenance or use of a covered “auto” or covered “emergency unit” pursuant to the provisions and conditions of the “insured contract’, written agreement or permit.

10. When/If We Permit You To Select Defense Counsel

As respects our right and duty to defend “claims” in excess of the “retained limit” under the terms of this policy, we may, at our discretion and by mutual agreement, or by court order, permit you to select defense counsel, subject to the applicable Limits of Insurance of this Coverage Form. In such event, the following provisions apply:

a. We retain the right, at our discretion, to settle, approve or disapprove the settlement of any “claim”; and to appeal any judgment, award or ruling, at our expense.

b. You and any other involved insured must comply with the Duties In Event of a “Loss”, “Accident”, “Claim” or “Suit” Condition of this policy, as well as all other provisions of this policy; and

c. You must direct defense counsel of the insured to furnish us with the information we request to evaluate those “suits” for coverage under this policy; and cooperate with any counsel we may select to monitor or associate in the defense of those “suits”.

If we defend you under a reservation of rights, both your and our counsel will be required to maintain records pertinent to your “loss adjustment expenses”. These records will be used to determine the allocation of any “loss adjustment expenses” for which you may be solely responsible, including defense of an allegation not covered by this insurance

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B. LOSS PAYMENT CONDITIONS

The Company will not pay any “loss” or “loss adjustment expense” that is within the “retained limit”.

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

1. Appraisal For Physical Damage Loss

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

a. Pay its chosen appraiser; and

b. Bear the other expenses of the appraisal and umpire equally.

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

2. Loss Payment – Physical Damage Coverages Other Than “Emergency Units”

At our option we may:

a. Pay for, repair or replace damaged or stolen property;

b. Return the stolen property, at our expense. We will pay for any damage that results to the "auto" from the theft; or

c. Take all or any part of the damaged or stolen property at an agreed or appraised value.

If we pay for the "loss", our payment will include the applicable sales tax for the damaged or stolen property.

3. Loss Payment – Physical Damage Coverages - “Emergency Units”

As respects covered “emergency units”, this insurance will pay for “loss” or damage on the basis of the following:

a. Value of the lost or damaged “emergency unit” will be determined based on the Valuation method shown in the Declarations as applicable to the “emergency unit”.

b. If no Valuation method is shown for the “emergency unit”, the value of the lost or damaged property will be at its actual cash value.

c. If the Valuation method shown in the Declarations for the “unit” is ACV, the value of such “unit” will be the actual cash value at the time of the “loss”, except as provided below:

This insurance will not pay more for “loss” or damage on an actual cash value basis than the least of the following:

(1) The Limit of Insurance applicable to the lost or damaged “unit”;

(2) The cost to repair or replace the lost or damaged “unit” with other property:

i. of comparable material and quality; and

ii. used for the same purpose; or

(3) The amount you actually spend that is necessary to repair or replace the lost or damaged “unit”.

In the event the “loss” or damage to the “emergency unit” involves “loss” or damage to the “unit’s” “specialized additions”, “loss” to the “unit’s” “specialized additions” will be adjusted as follows:

(1) The cost to repair the damage to “specialized additions”; or

(2) The cost to replace lost or damaged “specialized additions” with:

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(a) New parts identical to the lost or damaged parts; or

(b) New parts of equal quality and usefulness if identical new parts are not available.

d. If a "loss" occurs to a covered "emergency unit" and the Valuation method shown in the Declarations for the "unit" is R/C, the value of such "unit" will be the replacement cost value at the time of the "loss".

We will not pay more for "loss" or damage on a replacement cost basis than the least of the following:

(1) The Limit of Insurance applicable to the lost or damaged "unit";

(2) The cost to repair the damage to the "unit", plus the cost to replace lost or damaged parts of the "unit" with:

(a) New parts identical to the lost or damaged parts; or

(b) New parts of comparable material, quality and usefulness when identical new parts are not available; or

(c) The cost to replace the entire "emergency unit" as of the time of "loss" with a comparable new "unit" of equal quality and usefulness, including any upgrades made necessary by specifications or standards set by:

i. The NFPA, United States Department of Transportation; or

ii. Other Federal, state, county or municipal regulatory authority.

You may make claim for "loss" or damage covered by this Coverage Form using the actual cash value method instead of the replacement cost method. In the event you elect to have a "loss" settled using the actual cash value method, you may still make a claim for the additional coverage which the replacement cost method provides if you notify us of your intent to do so within 180 days after the "loss".

This insurance will not pay on a replacement cost basis for any "loss" or damage:

(1) until the lost or damaged "emergency unit" is actually repaired or replaced; and

(2) unless the repairs or replacement are made as soon as reasonably possible after the "loss" or damage.

e. If "loss" occurs to a covered "emergency unit" and the Valuation method shown in the Declarations for that "unit" is R/V, the value of the "unit", including the "unit's" "specialized additions" will be the restoration value at the time of the "loss".

Under this method, this insurance will pay you the cost to replace the lost or damaged "unit", including "specialized additions", delivery and setup costs, with used or rebuilt parts intended to perform the same function.

In the event, due to age or condition, the lost or damaged "unit", including "specialized additions", was unusable as of the time of the "loss", the lost or damaged "unit" will then be valued at actual cash value (ACV).

However, this insurance will not pay more for "loss" or damage on a restoration value basis than the least of the following:

(1) The Limit of Insurance applicable to the lost or damaged "unit", including "specialized additions";

(2) The cost to repair or replace the lost or damaged "unit", including "specialized additions" with other used or rebuilt property:

(a) of comparable material and quality; and

(b) used for the same purpose; or

(c) the amount you actually spend that is necessary to repair or replace the "unit", including the "specialized additions".

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f. In the event of a total “loss” to a covered “emergency unit” you own, and which has a loss payee or additional insured – lessor, this insurance will pay the greater of the:

(1) outstanding indebtedness under the initial finance agreement for a covered “emergency unit” and its equipment; or

(2) the value of the “unit” as determined by the Valuation method chosen.

However, in no event will this insurance pay more than the Limit of Insurance that applies to the lost or damaged “unit”, including its “specialized additions”.

SECTION VII – DEFINITIONS

A. “Accident” includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage".

B. “Auto” means:

1. A land motor vehicle, including its equipment other than portable firefighting and rescue related equipment; a "trailer" or semitrailer; designed for travel on public roads; or

2. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

C. “Bodily injury” means physical harm, physical sickness or physical disease sustained by a person including death or mental anguish resulting from any of these at any time. When used in this Definition, mental anguish means any type of mental or emotional illness or distress when arising from physical trauma.

D. “Claim” means a demand received by any insured for damages alleging any injury or damage to persons or property including the institution of a “suit” for such damages against any insured.

E. “Covered pollution cost or expense” means any cost or expense arising out of:

1. Any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or

2. Any “claim” or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of "pollutants".

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

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

(1) Being transported or towed by, handled, or handled for movement into, onto or from the covered "auto";

(2) Otherwise in the course of transit by or on behalf of the insured;

(3) Being stored, disposed of, treated or processed in or upon the covered "auto";

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

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

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

(1) The "pollutants" escape, seep, migrate, or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and

(2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraph **6.b.** or **6.c.** of the definition of "mobile equipment".

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

(1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and

(2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

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

G. “Emergency unit” means a land motor vehicle, trailer or semi-trailer, designed for travel on public roads, and its “specialized additions”. However, “emergency unit” does not include “mobile equipment”, “portable emergency response equipment”, or any other “auto”.

H. “Employee” includes a "leased worker". "Employee" does not include a "temporary worker" or a “volunteer worker”.

I. “Executive officer” means a person holding any of the officer positions created by your charter, constitution, by-laws, or any other similar governing document.

J. “Insured contract” means:

1. A lease of premises;

2. A sidetrack agreement;

3. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;

4. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

5. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another to pay for "bodily injury" or "property damage" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement;

6. That part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or any of your "employees", of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay for "property damage" to any "auto" rented or leased by you or any of your "employees".

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

a. That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing; or

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b. That pertains to the loan, lease or rental of an "auto" to you or any of your "employees", if the "auto" is loaned, leased or rented with a driver; or

c. That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority.

K. “Leased worker” means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

L. “Loss” or “Losses” means any monetary amount that an insured is legally obligated to pay for a “claim” made against the insured for “bodily injury”, “property damage” or “covered pollution cost or expense” for direct and accidental loss or damage covered by this policy, including but not limited to amounts for injuries, damages, judgments, settlements and awards.

“Loss” or “losses” does not mean fines, penalties, or any matters which may be deemed uninsurable under the law pursuant to which this policy will be construed.

“Loss” or “losses” does not mean “loss adjustment expense(s)”.

M. “Loss Adjustment Expense” means all costs and expenses allocated to a specific “claim” or “suit” incurred in the investigation, appraisal, adjustment, settlement, litigation, defense or appeal of a specific “claim” or “suit”, including court costs and costs of supersedeas and appeal bonds, and including:

a. Pre-judgment interest, unless included as part of the award or judgment;

b. Post-judgment interest; and

c. Legal expenses and costs incurred in connection with coverage questions and legal actions connected thereto.

“Loss adjustment expense” does not include unallocated loss adjustment expense. Unallocated loss adjustment expense includes, but is not limited to, salaries and expenses of our employees, including staff attorneys, and our office and other overhead expenses.

N. “Mobile equipment” means any of the following types of land vehicles, including any attached machinery or equipment:

1. Bulldozers, farm machinery, forklifts and other vehicles designed for use solely on or next to premises you own or rent;

2. Vehicles maintained for use solely on or next to premises you own or rent;

3. Vehicles that travel on crawler treads;

4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

a. Power cranes, shovels, loaders, diggers or drills; or

b. Road construction or resurfacing equipment such as graders, scrapers or rollers.

5. Vehicles not described in Paragraph **1., 2., 3.,** or **4.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

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

b. Cherry pickers and similar devices used to raise or lower workers.

6. Vehicles not described in Paragraph **1., 2., 3.** or **4.** above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of “permanently attached equipment” are not "mobile equipment" but will be considered "autos":

a. Equipment designed primarily for:

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(1) Snow removal;

(2) Road maintenance, but not construction or resurfacing; or

(3) Street cleaning;

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

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

However, "mobile equipment" does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

O. “Permanently attached equipment” means equipment that is welded, bolted or permanently screwed to the dashboard, firewall or body of the “auto”. Equipment inserted on permanently installed slide brackets with or without the use of setscrews or tension, or portable firefighting and rescue related equipment, shall not be construed as “permanently attached equipment”.

P. “Policy period” means the period beginning with the Effective Date shown in the Declarations and ending with the earlier of:

1. The date of cancellation of this policy; or

2. The expiration date shown in the Declarations.

Q. “Pollutants” means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

R. “Private passenger auto(s)”, singular or plural, means a private passenger or station wagon type “auto” and includes an “auto” of the pick-up truck or van type.

S. “Property damage” means damage to or loss of use of tangible property.

T. “Retained Limit” refers to the amount stated in the Declarations. You shall retain this amount as self-insurance as stated in the Declarations. The “retained limit” with respect to a self-insured retention shall include “loss adjustment expense(s)”.

U. “Specialized Additions” applies only to “emergency units” and means:

(1) Pumps, tanks, valves and gauges;

(2) Lights and sirens, light/siren bars, and opticom devices;

(3) Aerial ladders, snorkels and telesquirt extensions;

(4) Slide-out brush rig attachments;

(5) Radios, telephones, loudspeakers, and other communication devices;

(6) Compressors, generators and air cascade units;

(7) Decals and insignia, custom painting and gold leaf lettering; and

(8) Any similar items,

which are permanently installed in or on, or are welded, bolted, screwed or wired to the chassis, body, dashboard or firewall of, or are installed on slide brackets and held in place with set screws or tension, or otherwise form a permanent part of and, in the ordinary course of duty, are not separated or removed from an “emergency unit”.

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However, “specialized additions” do not include “portable emergency response equipment”.

V. “Suit” means a civil proceeding in which:

1. Damages because of "bodily injury" or "property damage"; or

2. A "covered pollution cost or expense",

to which this insurance applies, are alleged.

"Suit" includes:

a. An arbitration proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the insured must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the insured submits with our consent.

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

X. “Trailer” includes semi-trailer.

Y. “Unit” means an “emergency unit”, including the “unit’s” “specialized additions”.

Z. “Volunteer Worker(s)” means a person who is not your “employee”, and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you. “Volunteer worker” includes but is not limited to your volunteer firefighters, volunteer nurses, and other volunteer persons while acting specifically on your behalf or within the scope of their service or volunteer work for you, for activities that are otherwise covered under this policy.

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4630217-02
RENEWAL

ARGONAUT INSURANCE COMPANY

POLICY NUMBER:
4630217-03

225 West Washington Street, 24th Floor, Chicago, IL 60606

BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM DECLARATIONS

Item 1. Named Insured and Mailing Address	Agent Name and Address
City of Gastonia **P.O. Box 1748** **Gastonia, NC 28053**	Watson Insurance Agency, Inc. P.O. Box Gastonia, NC 28053

Policy Period: From: 7/1/2016 To: 7/1/2017

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

Form of Business: MUNICIPALITY

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

Auto Physical Damage Coverages – Premiums, Limits And Deductibles

PHYSICAL DAMAGE	COMPREHENSIVE COVERAGE	4	ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS DEDUCTIBLE FOR EACH COVERED AUTO OR COVERED EMERGENCY UNIT AS SHOWN IN THE BUSINESS AUTO PHYSICAL DAMAGE SCHEDULE OF AUTOS/UNITS ON FILE WITH COMPANY.	**$ Included**
	SPECIFIED CAUSES OF LOSS COVERAGE			**$**
	COLLISION COVERAGE	4		**$ Included**
	TOWING AND LABOR *(Not Available in California)*		$ for each disablement of a private passenger auto	**$**

PHYSICAL DAMAGE COVERAGE for covered "autos" or covered "emergency units" you hire or borrow is Excess Other Insurance unless indicated below by "T".	**AUTO PHYSICAL DAMAGE (LOSS OR SPECIFIC) LIMIT:** **"Comprehensive and collision coverage extends only to those power units listed on the fleet schedule on file with the company as of 7/1/2016 that carries a "Purchase Value" greater than $50,000. For power units with "Purchase Values" of $50,000 or less, Catastrophic Lot Coverage will apply."**	**$22,315,521**	

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T If this box is checked, PHYSICAL DAMAGE COVERAGE applies on a direct basis and for purposes of the Other Insurance Condition in this policy, any covered "auto" or covered "emergency unit" you hire or borrow is deemed to be a covered "auto" or covered "emergency unit" you own.	**AUTO PHYSICAL DAMAGE COMPREHENSIVE DEDUCTIBLE:** **AUTO PHYSICAL DAMAGE COLLISION DEDUCTIBLE:**	**$50,000** **$50,000**	
Number of covered "autos" for Comprehensive:	**Number of covered "autos" for Collision:**		
PRINCIPAL GARAGE TOWN & STATE (Show all that apply):	**ORIGINAL COST NEW PER SCHEDULE ON FILE WITH COMPANY AS OF 7/1/2016 (Date of Schedule Used to Develop Original Policy Premium)**		**$ Included**

PREMIUM FOR ENDORSEMENTS:	**$ ncluded**
ESTIMATED TOTAL PREMIUM *	**$ Included**
STATE FEE OR SURCHARGE, IF APPLICABLE **State: NC**	**$N/A**

Except For Towing, All Physical Damage Loss Is Payable To You And The Loss Payee Named Below According To Their Interests In The Auto At The Time Of The Loss:

FORMS AND ENDORSEMENTS APPLYING TO THIS COVERAGE PART AND MADE PART OF THIS POLICY AT TIME OF ISSUE:

SEE POLICY FORMS LIST

Countersigned: By_____.

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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTOMOBILE PHYSICAL DAMAGE CATASTROPHE COVERAGE

This endorsement modifies insurance under the following:

BUSINESS AUTO COVERAGE PART
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM

As respects a covered "auto" or equipment while being stored stationary at the following described location(s), coverage will apply on a per "accident" basis for "loss" or damage from specified causes of loss to covered "autos" and equipment at the described location(s):

Described Location(s):

For power units listed on the fleet schedule on file with the company as of 7/1/2016 with

"Purchase Values" of $50,000 or less.

Limit of Insurance and Deductible:

The Limit of Insurance for all such covered "autos" and equipment shall not exceed the schedule of "autos" and equipment as **Per the Schedule on File With Company** that is on file with us as of the date of "accident", not to exceed **$ 22,315,521**.

The per "accident" deductible will be deducted from our "loss" payment, regardless of the number of covered "autos" or equipment that is lost or damaged in any one "accident".

The most we will pay for "loss" or damage to such covered "autos" and equipment, minus the per "accident" deductible shown below is:

$ 22,315,521	**Any One "Accident"**
$ N/A	**Aggregate**
$ 50,000	**Per "Accident" Deductible**

Valuation:

The value of such stored covered "autos" and equipment will be determined as of the time of "loss" at the lesser of:

1. The actual cash value of the damaged or stolen property as of the time of the "loss" or “accident”; or
2. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
3. The total value of all covered “autos” and equipment as shown on the **Schedule On File With Company**, if agreed to by us.

The total per “accident” deductible will be deducted from our “loss” payment, regardless of the number or value of covered “autos” or equipment that is lost or damaged in any one “accident”.

BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM

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

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

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **IV** – Definitions.

SECTION I – COVERED AUTOS

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

A. Description Of Covered Auto Designation Symbols

Symbol	Description Of Covered Auto Designation Symbols	
1	Owned "Autos" Only	Only those "autos" you own. This includes those "autos" you acquire ownership of after the policy begins.
2	Owned Private Passenger "Autos" Only	Only the private passenger "autos" you own. This includes those private passenger "autos" you acquire ownership of after the policy begins.
3	Owned "Autos" Other Than Private Passenger "Autos" Only	Only those "autos" you own that are not of the private passenger type. This includes those "autos" not of the private passenger type you acquire ownership of after the policy begins.
4	Specifically Described "Autos"	Only those "autos" described in Item Three of the Declarations for which a premium charge is shown.
5	Hired "Autos" Only	Only those "autos" you lease, hire, rent or borrow. This does not include any "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

B. Owned Autos You Acquire After The Policy Begins

1. If Symbols **1, 2** or **3** are entered next to a coverage in Item Two of the Declarations, then you have coverage for "autos" that you acquire of the type described for the remainder of the policy period.

2. But, if Symbol **4** is entered next to a coverage in Item Two of the Declarations, an "auto" you acquire will be a covered "auto" for that coverage only if:

a. We already cover all "autos" that you own for that coverage or it replaces an "auto" you previously owned that had that coverage; and

b. You tell us within 30 days after you acquire it that you want us to cover it for that coverage.

SECTION II – PHYSICAL DAMAGE COVERAGE

A. Coverage

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

a. Comprehensive Coverage

From any cause except:

(1) The covered "auto's" collision with another object; or

(2) The covered "auto's" overturn.

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b. Specified Causes Of Loss Coverage

Caused by:

(1) Fire, lightning or explosion;

(2) Theft;

(3) Windstorm, hail or earthquake;

(4) Flood;

(5) Mischief or vandalism; or

(6) The sinking, burning, collision or derailment of any conveyance transporting the covered "auto".

c. Collision Coverage

Caused by:

(1) The covered "auto's" collision with another object; or

(2) The covered "auto's" overturn.

2. Towing

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

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

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

a. Glass breakage;

b. "Loss" caused by hitting a bird or animal; and

c. "Loss" caused by falling objects or missiles.

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

4. Coverage Extensions

a. Transportation Expenses

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

b. Loss Of Use Expenses

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

(1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";

(2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or

(3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

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

B. Exclusions

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

a. Nuclear Hazard

(1) The explosion of any weapon employing atomic fission or fusion; or

(2) Nuclear reaction or radiation, or radioactive contamination, however caused.

b. War Or Military Action

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

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

2. We will not pay for "loss" to any of the following:

a. Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.

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b. Any device designed or used to detect speed-measuring equipment such as radar or laser detectors and any jamming apparatus intended to elude or disrupt speed-measurement equipment.

c. Any electronic equipment, without regard to whether this equipment is permanently installed, that reproduces, receives or transmits audio, visual or data signals.

d. Any accessories used with the electronic equipment described in Paragraph **c.** above.

3. Exclusions **2.c.** and **2.d.** do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

a. Permanently installed in or upon the covered "auto";

b. Removable from a housing unit which is permanently installed in or upon the covered "auto";

c. An integral part of the same unit housing any electronic equipment described in Paragraphs **a.** and **b.** above; or

d. Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

4. We will not pay for "loss" due and confined to:

a. Wear and tear, freezing, mechanical or electrical breakdown.

b. Blowouts, punctures or other road damage to tires.

This exclusion does not apply to such "loss" resulting from the total theft of a covered "auto".

5. We will not pay for "loss" to any covered "auto" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. We will also not pay for "loss" to any covered "auto" while that covered "auto" is being prepared for such a contest or activity.

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

C. Limit Of Insurance

1. The most we will pay for "loss" in any one "accident" is the lesser of:

a. The actual cash value of the damaged or stolen property as of the time of the "loss"; or

b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

2. $1,000 is the most we will pay for "loss" in any one "accident" to all electronic equipment that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

a. Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;

b. Removable from a permanently installed housing unit as described in Paragraph **2.a.** above or is an integral part of that equipment; or

c. An integral part of that equipment.

3. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".

4. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

D. Deductible

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

SECTION III – BUSINESS AUTO CONDITIONS

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

A. Loss Conditions

1. Appraisal

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

a. Pay its chosen appraiser; and

b. Bear the other expenses of the appraisal and umpire equally.

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

2. Duties In The Event Of Loss

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

a. In the event of "loss", you must give us or our authorized representative prompt notice of the "loss". Include:

(1) How, when and where the "loss" occurred; and

(2) To the extent possible, the names and addresses of any injured persons and witnesses.

b. Additionally, you must:

(1) Assume no obligation, make no payment or incur no expense without our consent, except at your own cost.

(2) Cooperate with us in the investigation or settlement of the claim or defense against the suit.

(3) Promptly notify the police if the covered "auto" or any of its equipment is stolen.

(4) Take all reasonable steps to protect the covered "auto" from further damage. Also keep a record of your expenses for consideration in the settlement of the claim.

(5) Permit us to inspect the covered "auto" and records proving the "loss" before its repair or disposition.

(6) Agree to examination under oath at our request and give us a signed statement of your answers.

3. Legal Action Against Us

No one may bring a legal action against us under this coverage form until there has been full compliance with all the terms of this coverage form.

4. Loss Payment

At our option we may:

a. Pay for, repair or replace damaged or stolen property;

b. Return the stolen property, at our expense. We will pay for any damage that results to the "auto" from the theft; or

c. Take all or any part of the damaged or stolen property at an agreed or appraised value.

If we pay for the "loss", our payment will include the applicable sales tax for the damaged or stolen property.

5. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this coverage form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "loss" to impair them.

B. General Conditions

1. Bankruptcy

Bankruptcy or insolvency of the Named Insured or the Named Insured's estate will not relieve us of any obligations under this coverage form.

2. Concealment, Misrepresentation Or Fraud

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

a. This coverage form;

b. The covered "auto";

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

d. A claim under this coverage form.

3. Liberalization

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

4. No Benefit To Bailee

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

5. Other Insurance

a. For any covered "auto" you own, this coverage form provides primary insurance. For any covered "auto" you don't own, the insurance provided by this coverage form is excess over any other collectible insurance.

b. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

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

6. Premium Audit

a. The estimated premium for this coverage form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.

b. If this policy is issued for more than one year, the premium for this coverage form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

7. Policy Period, Coverage Territory

Under this coverage form, we cover "losses" occurring:

a. During the policy period shown in the Declarations; and

b. Within the coverage territory.

The coverage territory is:

(1) The United States of America;

(2) The territories and possessions of the United States of America;

(3) Puerto Rico;

(4) Canada; and

(5) Anywhere in the world if:

(a) A covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and

(b) The insured's responsibility to pay damages is determined in a suit on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico, or Canada or in a settlement we agree to.

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

SECTION IV – DEFINITIONS

A. "Auto" means:

1. A land motor vehicle, trailer or semitrailer designed for travel on public roads; or

2. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

B. "Loss" means direct and accidental loss or damage.

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

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

E. "Leased worker" means a person leased to you by a labor leasing firm, under an agreement between you and the labor leasing firm to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

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

1. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

2. Vehicles maintained for use solely on or next to premises you own or rent;

3. Vehicles that travel on crawler treads;

4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

a. Power cranes, shovels, loaders, diggers or drills; or

b. Road construction or resurfacing equipment such as graders, scrapers or rollers;

5. Vehicles not described in Paragraph **1., 2., 3.** or **4.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

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

b. Cherry pickers and similar devices used to raise or lower workers; or

6. Vehicles not described in Paragraph **1., 2., 3.** or **4.** above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

a. Equipment designed primarily for:

(1) Snow removal;

(2) Road maintenance, but not construction or resurfacing; or

(3) Street cleaning;

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

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

However, "mobile equipment" does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NORTH CAROLINA CHANGES

This endorsement modifies insurance provided under the following:

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

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

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in, North Carolina, the policy is changed as follows:

A. Changes In Liability Coverage

1. The Limit of Insurance applies except that we will apply the limit shown in the Declarations to first provide the separate limits required by North Carolina law as follows:

a. $30,000 for "bodily injury" to any one person caused by any one "accident";

b. $60,000 for "bodily injury" to two or more persons caused by any one "accident"; and

c. $25,000 for "property damage" caused by any one "accident".

This provision will not change the Limit of Insurance.

2. If the policy provides Liability Coverage only for owned "autos", a temporary substitute for one of these will also be considered a covered "auto", subject to the following provisions:

a. The owned "auto" must be out of service because of its breakdown, repair, servicing, loss or destruction.

b. The temporary substitute must be owned by someone other than you or a member of your household.

c. The temporary substitute must be with the permission of the owner.

d. The Liability Coverage for the temporary substitute is excess over any other collectible insurance.

B. Changes In Physical Damage Coverage

Paragraph **A.3. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles** is replaced by the following:

Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles

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

a. Glass breakage;

b. "Loss" caused by hitting a bird or animal; and

c. "Loss" caused by falling objects or missiles.

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

C. Changes In Uninsured Motorists Coverage

The Limit of Insurance applies except that we will apply the limit shown in the Declarations to first provide the separate limits required by North Carolina Law as follows:

1. $30,000 for "bodily injury" to any one person caused by any one "accident";

2. $60,000 for "bodily injury" to two or more persons caused by any one "accident"; and

3. $25,000 for "property damage" caused by any one "accident".

This provision will not change the total Limit of Insurance.

D. Auto Medical Payments Coverage

Exclusion **C.5.** of Auto Medical Payments Coverage, relating to "bodily injury" to an "insured" while working in a business of selling, servicing, repairing or parking "autos", applies only if workers' compensation benefits are available.

E. Changes In Garagekeepers Coverage

If the policy provides Garagekeepers Coverage, any deductible will apply only to the amount of "loss" and will not reduce the Limit of Insurance.

F. Changes In Conditions

1. Paragraph **2.** of the **Cancellation Common Policy** Condition is replaced by the following:

We may cancel any type or limit of coverage provided by this policy to the extent that it cannot be ceded to the North Carolina Reinsurance Facility as follows:

a. If this policy has been in effect for less than 60 days, we may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:

(1) 15 days before the effective date of cancellation if we cancel for nonpayment of premium; or

(2) 30 days before the effective date of cancellation if we cancel for any other reason.

b. If this policy has been in effect for 60 days or more, or is a renewal of a policy we issued, we may cancel this policy prior to the:

(1) Expiration of the policy term; or

(2) Anniversary date;

stated in the policy only for one or more of the following reasons:

(a) Nonpayment of premium. Cancellation for nonpayment of premium is not effective if the amount due is paid before the effective date set forth in the notice of cancellation.

(b) An act or omission by the "insured" or his or her representative that constitutes material misrepresentation or nondisclosure of a material fact in obtaining this policy, continuing this policy, or presenting a claim under this policy.

(c) Increased hazard or material change in the risk assumed that could not have been reasonably contemplated by the parties at the time of assumption of the risk.

(d) Substantial breach of contractual duties, conditions or warranties that materially affects the insurability of the risk.

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(e) A fraudulent act against us by the "insured" or his or her representative that materially affects the insurability of the risk.

(f) Willful failure by the "insured" or his or her representative to institute reasonable loss control measures that materially affect the insurability of the risk after written notice by us.

(g) Loss of facultative reinsurance, or loss of or substantial changes in applicable reinsurance as provided in G.S. 58-41-30.

(h) Conviction of the "insured" of a crime arising out of acts that materially affect the insurability of the risk.

(i) A determination by the Commissioner of Insurance that the continuation of the policy would place us in violation of the laws of North Carolina.

(j) You fail to meet the requirements contained in our corporate charter, articles of incorporation, or bylaws, when we are a company organized for the sole purpose of providing members of an organization with insurance coverage in North Carolina.

We may cancel any type or limit of coverage provided by the policy to the extent that it can be ceded to the North Carolina Reinsurance Facility only for one or more of the following reasons by mailing to the first Named Insured at least 15 days' notice at the last address known to us:

(1) Nonpayment of premium.

(2) You become a nonresident of North Carolina and are not otherwise entitled to insurance through the Reinsurance Facility.

(3) Our contract with the agent through whom this policy is written is terminated for reasons other than the quality of the agent's "insureds".

(4) This policy is cancelled pursuant to a power of attorney given a company licensed according to the provisions of G.S. 58-56.

To the extent that any type or limit of coverage provided by this policy cannot be ceded to the North Carolina Reinsurance facility, the following provisions are added and supersede any other provisions to the contrary:

G. Nonrenewal

1. If we elect not to renew this policy, we will mail or deliver to the first Named Insured shown in the Declarations written notice of nonrenewal at least 45 days prior to the:

a. Expiration of the policy if it has been written for one year or less; or

b. Anniversary date if it is a continuous policy or has been written for more than one year or for an indefinite term.

2. We need not mail or deliver the notice of nonrenewal if you have:

a. Insured property covered under this policy under any other insurance policy;

b. Accepted replacement coverage; or

c. Requested or agreed to nonrenewal of this policy.

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

4. The written notice of cancellation or nonrenewal will:

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a. Be mailed or delivered to the first Named Insured and any designated loss payee at their addresses shown in the policy, or if not indicated in the policy, at their last known addresses; and

b. State the reason or reasons for cancellation or nonrenewal.

To the extent that any type or limit of coverage provided by this policy can be ceded to the North Carolina Reinsurance Facility, the following provision is added and supersedes any other provision to the contrary:

H. Nonrenewal

We may nonrenew this policy only for one or more of the following reasons:

1. Nonpayment of premium.

2. You become a nonresident of North Carolina and are not otherwise entitled to insurance through the Reinsurance Facility.

3. Our contract with the agent through whom this policy is written is terminated for reasons other than the quality of the agent's "insureds".

4. This policy is cancelled pursuant to a power of attorney given a company licensed according to the provisions of G.S. 58-56.

5. You fail to meet the requirements contained in our corporate charter, articles of incorporation, or bylaws, when we are a company organized for the sole purpose of providing members of an organization with insurance coverage in North Carolina.

I. Common Policy Condition **3. Changes** is changed to read as follows:

This policy contains all the agreements between you and us. Its terms may not be changed or waived except by endorsement issued by us. If a change requires a premium adjustment, we will adjust the premium for that change as of the effective date of change. If we revise this policy form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

J. Loss Condition **1. Appraisal For Physical Damage Loss** is replaced by the following:

Appraisal For Physical Damage Loss

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

a. Pay its chosen appraiser; and

b. Bear the other expenses of the appraisal and umpire equally.

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

K. Appraisal For Property Damage

In the event of an "accident":

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1. If the claimant and we fail to agree as to the difference in fair market value of the motor vehicle immediately before and immediately after the "accident" and the difference in the claimant's and our estimate of the diminution in fair market value of the vehicle is greater than two thousand dollars ($2,000) or twenty-five percent (25%) of the fair market retail value of the vehicle prior to the "accident" as determined by the latest edition of the National Automobile Dealers Association Pricing Guide Book or other publications approved by the Commissioner of Insurance, whichever is less; and

2. Coverage for the liability claim is not in dispute;

then on the written demand of either the claimant or us, each shall select a competent and disinterested appraiser and notify the other of the appraiser selected within 20 days after the demand.

Should the appraisers fail to agree, they shall then select a competent and disinterested appraiser to serve as an umpire. If the appraisers cannot agree upon an umpire within 15 days, either the claimant or we may request that a magistrate resident in the county where the insured motor vehicle is registered or the county where the "accident" occurred select the umpire.

The umpire then shall prepare a report determining the amount of "property damage" and shall file the report with us and the claimant.

The claimant or we shall have 15 days from the filing of the report to reject the report and notify the other party of such rejection. If the report is not rejected within 15 days from the filing of the report, the report shall be binding upon both the claimant and us.

Each appraiser shall be paid by the party selecting the appraiser, and the expenses of appraisal and umpire shall be paid by the parties equally.

If either party elects to have an appraisal to determine the amount of "property damage", then the amount of "property damage" cannot be decided through arbitration.

L. Changes In General Conditions

Paragraph **2.** of the **Concealment, Misrepresentation Or Fraud** General Condition is amended by the addition of the following:

This condition does not apply for coverage up to the minimum limits of liability required by the North Carolina Financial Responsibility Act of 1957.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NORTH CAROLINA UNINSURED MOTORISTS COVERAGE

For a covered "auto" licensed or garaged in, or "garage operations" conducted in, North Carolina, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

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

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: City of Gastonia

Endorsement Effective Date: 7/1/2016

SCHEDULE

Limit Of Insurance:	**$** 1,000,000	**Each "Accident"**
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

The definition of "uninsured motor vehicle" in this endorsement applies in its entirety unless an "X" is entered below:	
	If an "X" is entered in this box, Paragraph **b.** of the definition of "uninsured motor vehicle" does not apply.

A. Coverage

1. We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of:

a. An "uninsured motor vehicle" because of "bodily injury" sustained by the "insured" and caused by an "accident"; and

b. An "uninsured motor vehicle", as defined in Paragraphs **a.** and **c.** of the definition of "uninsured motor vehicle", because of "property damage" caused by an "accident".

The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "uninsured motor vehicle".

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2. With respect to damages resulting from an "accident" with a vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle", we will pay under this coverage only if Paragraph **a.** or **b.** below applies:

a. The limits of any applicable liability bonds or policies have been exhausted by payment of judgments or settlements; or

b. A tentative settlement has been made between an "insured" and the insurer of a vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle" and we:

(1) Have been given prompt written notice of such tentative settlement; and

(2) Advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.

3. Any judgment for damages arising out of a "suit" brought without sending us a copy of the summons, complaint or other process against an uninsured motorist is not binding on us.

B. Who Is An Insured

If the Named Insured is designated in the Declarations as:

1. An individual, then the following are "insureds":

a. The Named Insured and any "family members".

b. Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.

c. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

2. A partnership, limited liability company, corporation or any other form of organization, then the following are "insureds":

a. Anyone "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.

b. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

c. The Named Insured for "property damage" only.

C. Exclusions

This coverage does not apply to:

1. Any claim settled by the "insured" or any legal representative of the "insured" without our consent. However, this exclusion does not apply to a settlement made with the insurer of a vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle" in accordance with the procedure described in Paragraph **A.2.b.**

2. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.

3. The direct or indirect benefit of any insurer of property.

4. An "auto" or property contained in the "auto" other than a covered "auto".

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5. The first $100 of the amount of "property damage" to the property of each "insured" as the result of any one "accident".

6. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.

7. Punitive or exemplary damages.

8. "Bodily injury" or "property damage" arising directly or indirectly out of:

a. War, including undeclared or civil war;

b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

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

D. Limit Of Insurance

1. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident" is the limit of Uninsured Motorists Coverage shown in the Declarations.

2. No one will be entitled to receive duplicate payments for the same elements of "loss" under this coverage form and any Liability Coverage Form or Medical Payments Coverage Endorsement attached to this Coverage Part.

We will not make a duplicate payment under this coverage for any element of "loss" for which payment has been made by or for anyone who is legally responsible.

We will not pay for any element of "loss" if a person is entitled to receive payment for the same element of "loss" under any workers' compensation, disability benefits or similar law exclusive of non-occupational disability benefits.

E. Changes In Conditions

The Conditions are changed for Uninsured Motorists Coverage as follows:

1. **Other Insurance** in the Business Auto and Garage Coverage Forms and **Other Insurance – Primary And Excess Insurance Provisions** in the Truckers and Motor Carrier Coverage Forms are replaced by the following:

If there is other applicable insurance available under one or more policies or provisions of coverage:

a. The maximum recovery under all coverage forms or policies combined may equal but not exceed the highest applicable limit for any one vehicle under any coverage form or policy providing coverage on either a primary or excess basis.

b. Any insurance we provide with respect to a vehicle:

(1) The Named Insured does not own; or

(2) Owned by the Named Insured or, if the Named Insured is an individual, any "family member", that is not a covered "auto" for Uninsured Motorists Coverage under this coverage form;

shall be excess over any other collectible uninsured motorists insurance providing coverage on a primary basis.

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c. If the coverage under this coverage form is provided:

(1) On a primary basis, we will pay only our share of the loss that must be paid under insurance providing coverage on a primary basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on a primary basis.

(2) On an excess basis, we will pay only our share of the loss that must be paid under insurance providing coverage on an excess basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on an excess basis.

2. Duties In The Event Of Accident, Claim, Suit Or Loss is changed by adding the following:

a. Promptly notify the police if a hit-and-run driver is involved.

b. Promptly send us copies of the legal papers if a "suit" is brought. A "suit" may not be brought against anyone legally responsible for the use of any "auto" involved in the "accident" until 60 days after an "insured" notifies us or our agent of his or her belief that the prospective defendant is an uninsured motorist.

c. Any person who intends to pursue recovery against the owner or operator of an "uninsured motor vehicle", as described in Paragraph **b.** of the definition of "uninsured motor vehicle", for damages beyond those paid or payable under this policy shall give us:

(1) Notice of such intent; and

(2) The opportunity to participate, at our expense, in the prosecution of such claim.

d. A person seeking coverage from an insurer, owner or operator of a vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle" must also promptly notify us in writing of a tentative settlement between the "insured" and the insurer and allow us to advance payment to that "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification to preserve our rights against the insurer, owner or operator of such vehicle.

3. Transfer Of Rights Of Recovery Against Others To Us is changed as follows:

a. If we make any payment on the Named Insured's behalf, we are entitled to recover what we paid from other parties. The Named Insured must transfer rights of recovery against others to us. The Named Insured must do everything necessary to secure these rights and do nothing to jeopardize them.

However, our rights under this paragraph do not apply with respect to vehicles described in Paragraphs **F.4.a., c.** and **d.** of the definition of "uninsured motor vehicle". For these vehicles, if we make any payment and the Named Insured recovers from another party, that Named Insured must hold the proceeds in trust for us and pay us back the amounts we have paid.

b. Our rights do not apply under this provision with respect to damages caused by an "accident" with a vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle" if we:

(1) Have been given prompt written notice of a tentative settlement between an "insured" and the insurer of a vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle"; and

(2) Fail to advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.

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If we advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification:

(1) That payment will be separate from any amount the "insured" is entitled to recover under the provisions of Underinsured Motor Vehicle Coverage; and

(2) We also have a right to recover the advanced payment.

4. The following condition is added:

Arbitration

a. If we and an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or driver of an "uninsured motor vehicle" or do not agree as to the amount of damages that are recoverable by that "insured", then the matter may be arbitrated. However, disputes concerning coverage under this endorsement may not be arbitrated. The "insured" may make a written demand for arbitration. In this event, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.

b. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to arbitration procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.

c. If the "insured" elects not to arbitrate, our liability will be determined only in an action against us. In any action against us, except an action to determine whether a vehicle is an "uninsured motor vehicle", we may require the "insured" to join the owner or driver of the vehicle as a party defendant.

If the "insured" elects arbitration to determine the amount of "property damage", then the **Appraisal For Property Damage** Condition does not apply.

F. Additional Definitions

As used in this endorsement:

1. "Family member" means a person related to an individual Named Insured by blood, marriage or adoption who is a resident of such Named Insured's household, including a ward or foster child.

2. "Occupying" means in, upon, getting in, on, out or off.

3. "Property damage" means injury to or destruction of the property of an "insured".

4. "Uninsured motor vehicle" means a land motor vehicle or "trailer":

a. For which neither a bond or policy nor cash or securities on file with the North Carolina Commissioner of Motor Vehicles provides at least the amounts required by the North Carolina Motor Vehicle Safety and Responsibility Act.

b. That is an underinsured motor vehicle. An underinsured motor vehicle is a land motor vehicle or "trailer" for which the sum of all bodily injury liability bonds or policies at the time of an "accident" provides at least the amounts required by the North Carolina Motor Vehicle Safety and Responsibility Act, but their limits are either:

(1) Less than the limits of underinsured motorists coverage applicable to a covered "auto" that the Named Insured owns involved in the "accident";

(2) Less than the limits of this coverage, if a covered "auto" that the Named Insured owns is not involved in the "accident"; or

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(3) Reduced by payments to others injured in the "accident" to an amount which is less than the Limit of Insurance for this coverage.

However, an underinsured motor vehicle does not include a "covered auto" unless the limit of Uninsured Motorists Coverage shown in the Declarations or Schedule is greater than the Limit Of Insurance for Liability Coverage shown in the Declarations of this policy.

c. For which the insuring or bonding company denies coverage or is or becomes insolvent.

d. That is a hit-and-run vehicle causing "bodily injury" to an "insured" and neither the driver nor owner can be identified. The vehicle must hit an "insured", a covered "auto" or a vehicle an "insured" is "occupying".

However, "uninsured motor vehicle" does not include any vehicle:

a. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer who is or becomes insolvent and cannot provide the amounts required by that motor vehicle law.

b. Owned by:

(1) The United States of America;

(2) Canada;

(3) A state; or

(4) An agency, except vehicles owned by political subdivisions of **(1), (2)** or **(3)** above.

c. Designed for use mainly off public roads while not on public roads.

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GOVERNMENT CRIME POLICY DECLARATIONS

In return for the payment of the premium, and subject to all the terms and conditions of this Policy, we agree with you to provide the insurance as stated in this Policy.

Coverage Is Written:

[X] **Primary** [ ] **Excess** [ ] **Coindemnity** [ ] **Concurrent**

Company Name Area:Argonaut Group
Producer Name Area:Watson Insurance Agency, Inc.
Named Insured:City of Gastonia
(Also list any Employee Benefit Plan(s) included as Insureds)
Mailing Address:P.O. Box 1748 Gastonia, NC 28053-1748

Policy Period	
From:	**7/1/2016**
To:	**7/1/2017** 12:01 AM at your mailing address shown above.

Insuring Agreements	Limit Of Insurance Per Occurrence	Deductible Amount Per Occurrence
1. Employee Theft – Per Loss Coverage	**$ 250,000**	**$ 50,000**
2. Employee Theft – Per Employee Coverage	**$**	**$**
3. Forgery Or Alteration	**$**	**$**
4. Inside The Premises – Theft Of Money And Securities	**$ 250,000**	**$ 50,000**
5. Inside The Premises – Robbery Or Safe Burglary Of Other Property	**$ 5,000**	**$ 50,000**
6. Outside The Premises	**$ 250,000**	**$ 50,000**
7. Computer And Funds Transfer Fraud	**$ 100,000**	**$ 50,000**
8. Money Orders And Counterfeit Money	**$**	**$**

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If "Not Covered" is inserted above opposite any specified Insuring Agreement, such Insuring Agreement and any other reference thereto in this Policy are deleted.

If Added By Endorsement:

Insuring Agreement(s)	Limit Of Insurance Per Occurrence	Deductible Amount Per Occurrence
	$	$
	$	$
	$	$

Endorsements Forming Part Of This Policy When Issued: SEE POLICY FORMS LIST

Cancellation Of Prior Insurance Issued By Us:

By acceptance of this Policy, you give us notice cancelling prior Policy Numbers ; the cancellation to be effective at the time this Policy becomes effective.

Countersignature Of Authorized Representative

Name:

Title:

Signature:

Date:

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DUTIES IN EVENT OF LOSS – "RETAINED LIMIT"

This endorsement provides supplementary information to be used with the following:

COMMERCIAL CRIME COVERAGE FORM
COMMERCIAL CRIME POLICY
GOVERNMENT CRIME COVERAGE FORM
GOVERNMENT CRIME POLICY
EMPLOYEE THEFT AND FORGERY POLICY
GOVERNMENT EMPLOYEE THEFT AND FORGERY POLICY

If this Policy is written over a Self-Insured Retention or other "Retained Limit" amount as shown on the Declarations of the policy to which this endorsement is attached, the Condition **Duties In Event Of Loss** under **E. Conditions** is amended to include the following:

A. Insured's Duties In The Event Of A Loss

1. You must see to it that your Claims Administrator is notified as soon as practicable of any loss that would be covered by this policy. Written notice containing particulars sufficient to identify the insured and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of available witnesses will be reported to the Claims Administrator, and in turn, the Claims Administrator will report any claim or loss to us.

2. The insured will immediately forward to the appointed Claims Administrator every demand, notice, summons or other processes received by the insured or its representative, and in turn, the Claims Administrator will forward the same to us.

3. The insured will cooperate with us and at our request, consent to being examined and questioned by a representative of ours, under oath if necessary, attend hearings, depositions and trials and will assist in effecting settlement, securing and giving evidence and obtaining the attendance of witnesses in the conduct of "suits"; as well as in the giving of a written statement or statements to our representatives and defense.

4. The insured will give us or our duly authorized representative such information and assistance as we may require and assist in the defense of any claim or "suit".

5. You must provide us with quarterly reports, within 20 days of the end of each calendar quarter, listing all claims or loss occurring within the "retained limit", including the description of each claim, the assigned claim number and amounts paid and reserved.

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

7. Notice given by or on behalf of the insured, or written notice by or on behalf of the injured person or any other claimant, with particulars sufficient to identify the insured, shall be considered to be notice to us.

This endorsement does not amend any other part of the Duties In The Event Of Loss Condition, as outlined in the policy to which this endorsement is attached.

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GOVERNMENT CRIME COVERAGE FORM (LOSS SUSTAINED FORM)

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

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

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

A. Insuring Agreements

Coverage is provided under the following Insuring Agreements for which a Limit Of Insurance is shown in the Declarations and applies to loss that you sustain resulting directly from an "occurrence" taking place during the Policy Period shown in the Declarations, except as provided in Condition **E.1.j.** or **E.1.k.,** which is "discovered" by you during the Policy Period shown in the Declarations or during the period of time provided in the Extended Period To Discover Loss Condition **E.1.f.:**

1. Employee Theft – Per Loss Coverage

We will pay for loss of or damage to "money", "securities" and "other property" resulting directly from "theft" committed by an "employee", whether identified or not, acting alone or in collusion with other persons.

For the purposes of this Insuring Agreement, "theft" shall also include forgery.

2. Employee Theft – Per Employee Coverage

We will pay for loss of or damage to "money", "securities" and "other property" resulting directly from "theft" committed by each "employee", whether identified or not, acting alone or in collusion with other persons.

For the purposes of this Insuring Agreement, "theft" shall also include forgery.

3. Forgery Or Alteration

a. We will pay for loss resulting directly from "forgery" or alteration of checks, drafts, promissory notes, or similar written promises, orders or directions to pay a sum certain in "money" that are:

(1) Made or drawn by or drawn upon you; or

(2) Made or drawn by one acting as your agent;

or that are purported to have been so made or drawn.

For the purposes of this Insuring Agreement, a substitute check as defined in the Check Clearing for the 21st Century Act shall be treated the same as the original it replaced.

b. If you are sued for refusing to pay any instrument covered in Paragraph **3.a.,** on the basis that it has been forged or altered, and you have our written consent to defend against the suit, we will pay for any reasonable legal expenses that you incur and pay in that defense. The amount that we will pay for such legal expenses is in addition to the Limit of Insurance applicable to this Insuring Agreement.

4. Inside The Premises – Theft Of Money And Securities

We will pay for:

a. Loss of "money" and "securities" inside the "premises" or "financial institution premises":

(1) Resulting directly from "theft" committed by a person present inside such "premises" or "financial institution premises"; or

(2) Resulting directly from disappearance or destruction.

b. Loss from damage to the "premises" or its exterior resulting directly from an actual or attempted "theft" of "money" and "securities", if you are the owner of the "premises" or are liable for damage to it.

c. Loss of or 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" of, or unlawful entry into, those containers.

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5. Inside The Premises – Robbery Or Safe Burglary Of Other Property

We will pay for:

a. Loss of or damage to "other property":

(1) Inside the "premises" resulting directly from an actual or attempted "robbery" of a "custodian"; or

(2) Inside the "premises" in a safe or vault resulting directly from an actual or attempted "safe burglary".

b. Loss from damage to the "premises" or its exterior resulting directly from an actual or attempted "robbery" or "safe burglary" of "other property", if you are the owner of the "premises" or are liable for damage to it.

c. Loss of or damage to a locked safe or vault located inside the "premises" resulting directly from an actual or attempted "robbery" or "safe burglary".

6. Outside The Premises

We will pay for:

a. Loss of "money" and "securities" outside the "premises" in the care and custody of a "messenger" or an armored motor vehicle company resulting directly from "theft", disappearance or destruction.

b. Loss of or damage to "other property" outside the "premises" in the care and custody of a "messenger" or an armored motor vehicle company resulting directly from an actual or attempted "robbery".

7. Computer And Funds Transfer Fraud

a. We will pay for:

(1) Loss resulting directly from a fraudulent:

(a) Entry of "electronic data" or "computer program" into; or

(b) Change of "electronic data" or "computer program" within;

any "computer system" owned, leased or operated by you, provided the fraudulent entry or fraudulent change causes, with regard to Paragraphs **7.a.(1)(a)** and **7.a.(1)(b):**

(i) "Money", "securities" or "other property" to be transferred, paid or delivered; or

(ii) Your account at a "financial institution" to be debited or deleted.

(2) Loss resulting directly from a "fraudulent instruction" directing a "financial institution" to debit your "transfer account" and to transfer, pay or deliver "money" or "securities" from that account.

b. As used in Paragraph **7.a.(1),** fraudulent entry or fraudulent change of "electronic data" or "computer program" shall include such entry or change made by an "employee" acting, in good faith, upon a "fraudulent instruction" received from a computer software contractor who has a written agreement with you to design, implement or service "computer programs" for a "computer system" covered under this Insuring Agreement.

8. Money Orders And Counterfeit Money

We will pay for loss resulting directly from your having, in good faith, accepted in exchange for merchandise, "money" or services:

a. Money orders issued by any post office, express company or "financial institution" that are not paid upon presentation; or

b. "Counterfeit money" that is acquired during the regular course of business.

B. Limit Of Insurance

The most we will pay for all loss resulting directly from an "occurrence" is the applicable Limit Of Insurance shown in the Declarations.

If any loss is covered under more than one Insuring Agreement or coverage, the most we will pay for such loss shall not exceed the largest Limit of Insurance available under any one of those Insuring Agreements or coverages.

C. Deductible

We will not pay for loss resulting directly from an "occurrence" unless the amount of loss exceeds the Deductible Amount shown in the Declarations. We will then pay the amount of loss in excess of the Deductible Amount, up to the Limit of Insurance.

D. Exclusions

1. This insurance does not cover:

a. Acts Committed By You

Loss resulting from "theft" or any other dishonest act committed by you, whether acting alone or in collusion with other persons.

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b. Acts Committed By Your Employees Learned Of By You Prior To The Policy Period

Loss caused by an "employee" if the "employee" had also committed "theft" or any other dishonest act prior to the effective date of this insurance and you or any of your officials, not in collusion with the "employee", learned of such "theft" or dishonest act prior to the Policy Period shown in the Declarations.

c. Acts Committed By Your Officials, Employees Or Representatives

Loss resulting from "theft" or any other dishonest act committed by any of your officials, "employees" or authorized representatives:

(1) Whether acting alone or in collusion with other persons; or

(2) While performing services for you or otherwise;

except when covered under Insuring Agreement **A.1.** or **A.2.**

d. Confidential Or Personal Information

Loss resulting from:

(1) The disclosure or use of another person's or organization's confidential or personal information; or

(2) The disclosure of your confidential or personal information. However, this Paragraph **1.d.(2)** does not apply to loss otherwise covered under this insurance that results directly from the use of your confidential or personal information.

For the purposes of this exclusion, confidential or personal information includes, but is not limited to, patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

e. Data Security Breach

Fees, costs, fines, penalties and other expenses incurred by you which are related to the access to or disclosure of another person's or organization's confidential or personal information including, but not limited to, patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

f. Governmental Action

Loss resulting from seizure or destruction of property by order of governmental authority.

g. Indirect Loss

Loss that is an indirect result of an "occurrence" covered by this insurance including, but not limited to, loss resulting from:

(1) Your inability to realize income that you would have realized had there been no loss of or damage to "money", "securities" or "other property";

(2) Payment of damages of any type for which you are legally liable. But, we will pay compensatory damages arising directly from a loss covered under this insurance; or

(3) Payment of costs, fees or other expenses you incur in establishing either the existence or the amount of loss under this insurance.

h. Legal Fees, Costs And Expenses

Fees, costs and expenses incurred by you which are related to any legal action, except when covered under Insuring Agreement **A.3.**

i. Nuclear Hazard

Loss or damage resulting from nuclear reaction or radiation, or radioactive contamination, however caused.

j. Pollution

Loss or damage caused by or resulting from pollution. Pollution means the discharge, dispersal, seepage, migration, release or escape of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

k. Virtual Currency

Loss involving virtual currency of any kind, by whatever name known, whether actual or fictitious including, but not limited to, digital currency, crypto currency or any other type of electronic currency.

l. War And Similar Action

Loss or damage resulting from:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

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

2. Insuring Agreements **A.1.** and **A.2.** do not cover:

a. Bonded Employees

Loss caused by any "employee" required by law to be individually bonded.

b. Inventory Shortages

Loss, or that part of any loss, the proof of which as to its existence or amount is dependent upon:

(1) An inventory computation; or

(2) A profit and loss computation.

However, where you establish wholly apart from such computations that you have sustained a loss, then you may offer your inventory records and actual physical count of inventory in support of the amount of loss claimed.

c. Trading

Loss resulting from trading, whether in your name or in a genuine or fictitious account.

d. Treasurers Or Tax Collectors

Loss caused by any treasurer or tax collector by whatever name known.

3. Insuring Agreements **A.4., A.5.** and **A.6.** do not cover:

a. Accounting Or Arithmetical Errors Or Omissions

Loss resulting from accounting or arithmetical errors or omissions.

b. Exchanges Or Purchases

Loss resulting from the giving or surrendering of property in any exchange or purchase.

c. Fire

Loss or damage resulting from fire, however caused, except:

(1) Loss of or damage to "money" and "securities"; and

(2) Loss from damage to a safe or vault.

d. Money Operated Devices

Loss of property contained in any money operated device unless the amount of "money" deposited in it is recorded by a continuous recording instrument in the device.

e. Motor Vehicles Or Equipment And Accessories

Loss of or damage to motor vehicles, trailers or semitrailers or equipment and accessories attached to them.

f. Transfer Or Surrender Of Property

(1) Loss of or damage to property after it has been transferred or surrendered to a person or place outside the "premises" or "financial institution premises":

(a) On the basis of unauthorized instructions; or

(b) As a result of a threat including, but not limited to:

(i) A threat to do bodily harm to any person;

(ii) A threat to do damage to any property;

(iii) A threat to introduce a denial of service attack into any "computer system";

(iv) A threat to introduce a virus or other malicious instruction into any "computer system" which is designed to damage, destroy or corrupt "electronic data" or "computer programs" stored within the "computer system"; or

(v) A threat to disseminate, divulge or utilize:

i. Your confidential information;

ii. Confidential or personal information of another person or organization; or

iii. Weaknesses in the source code within any "computer system".

(2) However, this exclusion does not apply under Insuring Agreement **A.6.** to loss of "money", "securities" or "other property" while outside the "premises" in the care and custody of a "messenger" if you:

(a) Had no knowledge of any threat at the time the conveyance began; or

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(b) Had knowledge of a threat at the time the conveyance began, but the loss was not related to the threat.

g. Vandalism

Loss from damage to the "premises" or its exterior, or to any safe, vault, cash register, cash box, cash drawer or "other property" by vandalism or malicious mischief.

h. Voluntary Parting Of Title To Or Possession Of Property

Loss resulting from your, or anyone else acting on your express or implied authority, being induced by any dishonest act to voluntarily part with title to or possession of any property.

4. Insuring Agreement **A.7.** does not cover:

a. Authorized Access

Loss resulting from a fraudulent:

(1) Entry of "electronic data" or "computer program" into; or

(2) Change of "electronic data" or "computer program" within;

any "computer system" owned, leased or operated by you by a person or organization with authorized access to that "computer system", except when covered under Insuring Agreement **A.7.b.**

b. Credit Card Transactions

Loss resulting from the use or purported use of credit, debit, charge, access, convenience, identification, stored-value or other cards or the information contained on such cards.

c. Exchanges Or Purchases

Loss resulting from the giving or surrendering of property in any exchange or purchase.

d. Fraudulent Instructions

Loss resulting from an "employee" or "financial institution" acting upon any instruction to:

(1) Transfer, pay or deliver "money", "securities" or "other property"; or

(2) Debit or delete your account;

which instruction proves to be fraudulent, except when covered under Insuring Agreement **A.7.a.(2)** or **A.7.b.**

e. Inventory Shortages

Loss, or that part of any loss, the proof of which as to its existence or amount is dependent upon:

(1) An inventory computation; or

(2) A profit and loss computation.

E. Conditions

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

1. Conditions Applicable To All Insuring Agreements

a. Additional Premises Or Employees

If, while this insurance is in force, you establish any additional "premises" or hire additional "employees", such "premises" and "employees" shall automatically be covered under this insurance. Notice to us of an increase in the number of "premises" or "employees" is not required, and no additional premium will be charged for the remainder of the Policy Period shown in the Declarations.

b. Concealment, Misrepresentation Or Fraud

This insurance is void in any case of fraud by you as it relates to this insurance at any time. It is also void if you or any other Insured, at any time, intentionally conceals or misrepresents a material fact concerning:

(1) This insurance;

(2) The property covered under this insurance;

(3) Your interest in the property covered under this insurance; or

(4) A claim under this insurance.

c. Cooperation

You must cooperate with us in all matters pertaining to this insurance as stated in its terms and conditions.

d. Duties In The Event Of Loss

After you "discover" a loss or a situation that may result in loss of or damage to "money", "securities" or "other property", you must:

(1) Notify us as soon as possible. If you have reason to believe that any loss (except for loss covered under Insuring Agreement **A.1., A.2.** or **A.3.**) involves a violation of law, you must also notify the local law enforcement authorities;

(2) Give us a detailed, sworn proof of loss within 120 days;

(3) Cooperate with us in the investigation and settlement of any claim;

(4) Produce for our examination all pertinent records;

(5) Submit to examination under oath at our request and give us a signed statement of your answers; and

(6) Secure all of your rights of recovery against any person or organization responsible for the loss and do nothing to impair those rights.

e. Employee Benefit Plans

The employee benefit plans shown in the Declarations (hereafter referred to as Plan) are included as Insureds under Insuring Agreement **A.1.** or **A.2.,** subject to the following:

(1) Any payment we make for loss sustained by any Plan will be made to the Plan sustaining the loss.

(2) The Deductible Amount applicable to Insuring Agreement **A.1.** or **A.2.** does not apply to loss sustained by any Plan.

f. Extended Period To Discover Loss

We will pay for loss that you sustained prior to the effective date of cancellation of this insurance, which is "discovered" by you no later than one year from the date of that cancellation.

However, this extended period to "discover" loss terminates immediately upon the effective date of any other insurance obtained by you, whether from us or another insurer, replacing in whole or in part the coverage afforded under this insurance, whether or not such other insurance provides coverage for loss sustained prior to its effective date.

g. Joint Insured

(1) If more than one Insured is named in the Declarations, the first Named Insured will act for itself and for every other Insured for all purposes of this insurance. If the first Named Insured ceases to be covered, then the next Named Insured will become the first Named Insured.

(2) If any Insured or official of that Insured has knowledge of any information relevant to this insurance, that knowledge is considered knowledge of every Insured.

(3) An "employee" of any Insured is considered to be an "employee" of every Insured.

(4) If this insurance or any of its coverages are cancelled as to any Insured, loss sustained by that Insured is covered only if it is "discovered" by you no later than one year from the date of that cancellation.

However, this extended period to "discover" loss terminates immediately upon the effective date of any other insurance obtained by that Insured, whether from us or another insurer, replacing in whole or in part the coverage afforded under this insurance, whether or not such other insurance provides coverage for loss sustained prior to its effective date.

(5) We will not pay more for loss sustained by more than one Insured than the amount we would pay if all such loss had been sustained by one Insured.

(6) Payment by us to the first Named Insured for loss sustained by any Insured, or payment by us to any employee benefit plan for loss sustained by that Plan, shall fully release us on account of such loss.

h. Legal Action Against Us

You may not bring any legal action against us involving loss:

(1) Unless you have complied with all the terms of this insurance;

(2) Until 90 days after you have filed proof of loss with us; and

(3) Unless brought within two years from the date you "discovered" the loss.

If any limitation in this condition is prohibited by law, such limitation is amended so as to equal the minimum period of limitation provided by such law.

i. Liberalization

If we adopt any revision that would broaden the coverage under this insurance without additional premium within 45 days prior to or during the Policy Period shown in the Declarations, the broadened coverage will immediately apply to this insurance.

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j. Loss Sustained During Prior Insurance Issued By Us Or Any Affiliate

(1) Loss Sustained Partly During This Insurance And Partly During Prior Insurance

If you "discover" loss during the Policy Period shown in the Declarations, resulting directly from an "occurrence" taking place:

(a) Partly during the Policy Period shown in the Declarations; and

(b) Partly during the policy period(s) of any prior cancelled insurance that we or any affiliate issued to you or any predecessor in interest;

and this insurance became effective at the time of cancellation of the prior insurance, we will first settle the amount of loss that you sustained during this Policy Period. We will then settle the remaining amount of loss that you sustained during the policy period(s) of the prior insurance.

(2) Loss Sustained Entirely During Prior Insurance

If you "discover" loss during the Policy Period shown in the Declarations, resulting directly from an "occurrence" taking place entirely during the policy period(s) of any prior cancelled insurance that we or any affiliate issued to you or any predecessor in interest, we will pay for the loss, provided:

(a) This insurance became effective at the time of cancellation of the prior insurance; and

(b) The loss would have been covered under this insurance had it been in effect at the time of the "occurrence".

We will first settle the amount of loss that you sustained during the most recent prior insurance. We will then settle any remaining amount of loss that you sustained during the policy period(s) of any other prior insurance.

(3) In settling loss under Paragraphs **j.(1)** and **j.(2):**

(a) The most we will pay for the entire loss is the highest single Limit of Insurance applicable during the period of loss, whether such limit was written under this insurance or was written under the prior insurance issued by us.

(b) We will apply the applicable Deductible Amount shown in the Declarations to the amount of loss sustained under this insurance. If no loss was sustained under this insurance, we will apply the Deductible Amount shown in the Declarations to the amount of loss sustained under the most recent prior insurance.

If the Deductible Amount is larger than the amount of loss sustained under this insurance, or the most recent prior insurance, we will apply the remaining Deductible Amount to the remaining amount of loss sustained during the prior insurance.

We will not apply any other Deductible Amount that may have been applicable to the loss.

(4) The following examples demonstrate how we will settle losses subject to this condition:

Example Number 1

The Insured sustained a covered loss of $10,000 resulting directly from an "occurrence" taking place during the terms of Policy **A** and Policy **B.**

Policy A

The current policy. Written at a Limit of Insurance of $50,000 and a Deductible Amount of $5,000.

Policy B

Issued prior to Policy **A.** Written at a Limit of Insurance of $50,000 and a Deductible Amount of $5,000.

Settlement Of Loss

The amount of loss sustained under Policy **A** is $2,500 and under Policy **B,** $7,500.

The highest single Limit of Insurance applicable to this entire loss is $50,000 written under Policy **A.** The Policy **A** Deductible Amount of $5,000 applies. The loss is settled as follows:

(a) The amount of loss sustained under Policy **A** ($2,500) is settled first. The amount we will pay is nil ($0.00) because the amount of loss is less than the Deductible Amount (i.e., $2,500 loss - $5,000 deductible = $0.00).

(b) The remaining amount of loss sustained under Policy **B** ($7,500) is settled next. The amount recoverable is $5,000 after the remaining Deductible Amount from Policy **A** of $2,500 is applied to the loss (i.e., $7,500 loss - $2,500 deductible = $5,000).

The most we will pay for this loss is $5,000.

Example Number 2

The Insured sustained a covered loss of $250,000 resulting directly from an "occurrence" taking place during the terms of Policy **A** and Policy **B.**

Policy A

The current policy. Written at a Limit of Insurance of $125,000 and a Deductible Amount of $10,000.

Policy B

Issued prior to Policy **A.** Written at a Limit of Insurance of $150,000 and a Deductible Amount of $25,000.

Settlement Of Loss

The amount of loss sustained under Policy **A** is $175,000 and under Policy **B,** $75,000.

The highest single Limit of Insurance applicable to this entire loss is $150,000 written under Policy **B.** The Policy **A** Deductible Amount of $10,000 applies. The loss is settled as follows:

(a) The amount of loss sustained under Policy **A** ($175,000) is settled first. The amount we will pay is the Policy **A** Limit of $125,000 because $175,000 loss - $10,000 deductible = $165,000, which is greater than the $125,000 policy limit.

(b) The remaining amount of loss sustained under Policy **B** ($75,000) is settled next. The amount we will pay is $25,000 (i.e., $150,000 Policy **B** limit - $125,000 paid under Policy **A** = $25,000).

The most we will pay for this loss is $150,000.

Example Number 3

The Insured sustained a covered loss of $2,000,000 resulting directly from an "occurrence" taking place during the terms of Policies **A, B, C** and **D.**

Policy A

The current policy. Written at a Limit of Insurance of $1,000,000 and a Deductible Amount of $100,000.

Policy B

Issued prior to Policy **A.** Written at a Limit of Insurance of $750,000 and a Deductible Amount of $75,000.

Policy C

Issued prior to Policy **B.** Written at a Limit of Insurance of $500,000 and a Deductible Amount of $50,000.

Policy D

Issued prior to Policy **C.** Written at a Limit of Insurance of $500,000 and a Deductible Amount of $50,000.

Settlement Of Loss

The amount of loss sustained under Policy **A** is $350,000; under Policy **B,** $250,000; under Policy **C,** $600,000; and under Policy **D,** $800,000.

The highest single Limit of Insurance applicable to this entire loss is $1,000,000 written under Policy **A.** The Policy **A** Deductible Amount of $100,000 applies. The loss is settled as follows:

(a) The amount of loss sustained under Policy **A** ($350,000) is settled first. The amount we will pay is $250,000 (i.e., $350,000 loss - $100,000 deductible = $250,000).

(b) The amount of loss sustained under Policy **B** ($250,000) is settled next. The amount we will pay is $250,000 (no deductible is applied).

(c) The amount of loss sustained under Policy **C** ($600,000) is settled next. The amount we will pay is $500,000, the policy limit (no deductible is applied).

(d) We will not make any further payment under Policy **D,** as the maximum amount payable under the highest single Limit of Insurance applying to the loss of $1,000,000 under Policy **A** has been satisfied.

The most we will pay for this loss is $1,000,000.

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k. Loss Sustained During Prior Insurance Not Issued By Us Or Any Affiliate

(1) If you "discover" loss during the Policy Period shown in the Declarations, resulting directly from an "occurrence" taking place during the policy period of any prior cancelled insurance that was issued to you or a predecessor in interest by another company, and the period of time to discover loss under that insurance had expired, we will pay for the loss under this insurance, provided:

(a) This insurance became effective at the time of cancellation of the prior insurance; and

(b) The loss would have been covered under this insurance had it been in effect at the time of the "occurrence".

(2) In settling loss subject to this condition:

(a) The most we will pay for the entire loss is the lesser of the Limits of Insurance applicable during the period of loss, whether such limit was written under this insurance or was written under the prior cancelled insurance.

(b) We will apply the applicable Deductible Amount shown in the Declarations to the amount of loss sustained under the cancelled insurance.

(3) The insurance provided under this condition is subject to the following:

(a) If loss covered under this condition is also partially covered under Condition **E.1.j.,** the amount recoverable under this condition is part of, not in addition to, the amount recoverable under Condition **E.1.j.**

(b) For loss covered under this condition that is not subject to Paragraph **k.(3)(a),** the amount recoverable under this condition is part of, not in addition to, the Limit of Insurance applicable to the loss covered under this insurance and is limited to the lesser of the amount recoverable under:

(i) This insurance as of its effective date; or

(ii) The prior cancelled insurance had it remained in effect.

l. Other Insurance

If other valid and collectible insurance is available to you for loss covered under this insurance, our obligations are limited as follows:

(1) Primary Insurance

When this insurance is written as primary insurance, and:

(a) You have other insurance subject to the same terms and conditions as this insurance, we will pay our share of the covered loss. Our share is the proportion that the applicable Limit Of Insurance shown in the Declarations bears to the total limit of all insurance covering the same loss.

(b) You have other insurance covering the same loss other than that described in Paragraph **I.(1)(a),** we will only pay for the amount of loss that exceeds:

(i) The Limit of Insurance and Deductible Amount of that other insurance, whether you can collect on it or not; or

(ii) The Deductible Amount shown in the Declarations;

whichever is greater. Our payment for loss is subject to the terms and conditions of this insurance.

(2) Excess Insurance

(a) When this insurance is written excess over other insurance, we will only pay for the amount of loss that exceeds the Limit of Insurance and Deductible Amount of that other insurance, whether you can collect on it or not. Our payment for loss is subject to the terms and conditions of this insurance.

(b) However, if loss covered under this insurance is subject to a deductible, we will reduce the Deductible Amount shown in the Declarations by the sum total of all such other insurance plus any Deductible Amount applicable to that other insurance.

m. Ownership Of Property; Interests Covered

The property covered under this insurance is limited to property:

(1) That you own or lease;

(2) That is held by you in any capacity; or

(3) For which you are legally liable, provided you were liable for the property prior to the time the loss was sustained.

However, this insurance is for your benefit only. It provides no rights or benefits to any other person or organization. Any claim for loss that is covered under this insurance must be presented by you.

n. Records

You must keep records of all property covered under this insurance so we can verify the amount of any loss.

o. Recoveries

(1) Any recoveries, whether effected before or after any payment under this insurance, whether made by us or by you, shall be applied net of the expense of such recovery:

(a) First, to you in satisfaction of your covered loss in excess of the amount paid under this insurance;

(b) Second, to us in satisfaction of amounts paid in settlement of your claim;

(c) Third, to you in satisfaction of any Deductible Amount; and

(d) Fourth, to you in satisfaction of any loss not covered under this insurance.

(2) Recoveries do not include any recovery:

(a) From insurance, suretyship, reinsurance, security or indemnity taken for our benefit; or

(b) Of original "securities" after duplicates of them have been issued.

p. Territory

This insurance covers loss that you sustain resulting directly from an "occurrence" taking place within the United States of America (including its territories and possessions) and Puerto Rico.

q. Transfer Of Your Rights Of Recovery Against Others To Us

You must transfer to us all your rights of recovery against any person or organization for any loss you sustained and for which we have paid or settled. You must also do everything necessary to secure those rights and do nothing after loss to impair them.

r. Valuation – Settlement

The value of any loss for purposes of coverage under this Policy shall be determined as follows:

(1) Money

Loss of "money" but only up to and including its face value.

(2) Securities

Loss of "securities" but only up to and including their value at the close of business on the day the loss was "discovered". We may, at our option:

(a) Pay the market value of such "securities" or replace them in kind, in which event you must assign to us all your rights, title and interest in and to those "securities"; or

(b) Pay the cost of any Lost Securities Bond required in connection with issuing duplicates of the "securities". However, we will be liable only for the payment of so much of the cost of the bond as would be charged for a bond having a penalty not exceeding the lesser of the:

(i) Market value of the "securities" at the close of business on the day the loss was "discovered"; or

(ii) Limit of Insurance applicable to the "securities".

(3) Property Other Than Money And Securities

(a) Loss of or damage to "other property" or loss from damage to the "premises" or its exterior for the replacement cost of the property without deduction for depreciation. However, we will not pay more than the least of the following:

(i) The Limit of Insurance applicable to the lost or damaged property;

(ii) The cost to replace the lost or damaged property with property of comparable material and quality and used for the same purpose; or

(iii) The amount you actually spend that is necessary to repair or replace the lost or damaged property.

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(b) We will not pay on a replacement cost basis for any loss or damage to property covered under Paragraph **r.(3)(a):**

(i) Until the lost or damaged property is actually repaired or replaced; and

(ii) Unless the repair or replacement is made as soon as reasonably possible after the loss or damage.

If the lost or damaged property is not repaired or replaced, we will pay on an actual cash value basis.

(c) Any property that we pay for or replace becomes our property.

2. Conditions Applicable To Insuring Agreements A.1. And A.2.

a. Indemnification

We will indemnify any of your officials who are required by law to give individual bonds for the faithful performance of their duties against loss through "theft" committed by "employees" who serve under them, subject to the applicable Limit of Insurance.

b. Termination As To Any Employee

These Insuring Agreements terminate as to any "employee":

(1) As soon as:

(a) You; or

(b) Any of your officials or employees authorized to manage, govern or control your "employees" not in collusion with the "employee";

learn of "theft" or any other dishonest act committed by the "employee" whether before or after becoming employed by you; or

(2) On the date specified in a notice mailed to the first Named Insured. That date will be at least 30 days after the date of mailing.

We will mail or deliver our notice to the first Named Insured's last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

c. Territory

We will pay for loss caused by any "employee" while temporarily outside the territory specified in Territory Condition **E.1.p.** for a period of not more than 90 consecutive days.

3. Conditions Applicable To Insuring Agreement A.3.

a. Deductible Amount

The Deductible Amount does not apply to legal expenses paid under Insuring Agreement **A.3.**

b. Electronic And Mechanical Signatures

We will treat signatures that are produced or reproduced electronically, mechanically or by other means the same as handwritten signatures.

c. Proof Of Loss

You must include with your proof of loss any instrument involved in that loss or, if that is not possible, an affidavit setting forth the amount and cause of loss.

d. Territory

We will cover loss that you sustain resulting directly from an "occurrence" taking place anywhere in the world. Territory Condition **E.1.p.** does not apply to Insuring Agreement **A.3.**

4. Conditions Applicable To Insuring Agreements A.5. And A.6.

a. Armored Motor Vehicle Companies

Under Insuring Agreement **A.6.,** we will only pay for the amount of loss you cannot recover:

(1) Under your contract with the armored motor vehicle company; and

(2) From any insurance or indemnity carried by, or for the benefit of customers of, the armored motor vehicle company.

b. Special Limit Of Insurance For Specified Property

We will only pay up to $5,000 for any one "occurrence" of loss of or damage to manuscripts, drawings, or records of any kind, or the cost of reconstructing them or reproducing any information contained in them.

5. Conditions Applicable To Insuring Agreement A.7.

a. Special Limit Of Insurance For Specified Property

We will only pay up to $5,000 for any one "occurrence" of loss of or damage to manuscripts, drawings, or records of any kind, or the cost of reconstructing them or reproducing any information contained in them.

b. Territory

We will cover loss that you sustain resulting directly from an "occurrence" taking place anywhere in the world. Territory Condition **E.1.p.** does not apply to Insuring Agreement **A.7.**

F. Definitions

1. "Computer program" means a set of related electronic instructions, which direct the operation and function of a computer or devices connected to it, which enable the computer or devices to receive, process, store or send "electronic data".

2. "Computer system" means:

a. Computers, including Personal Digital Assistants (PDAs) and other transportable or handheld devices, electronic storage devices and related peripheral components;

b. Systems and applications software; and

c. Related communications networks;

by which "electronic data" is collected, transmitted, processed, stored or retrieved.

3. "Counterfeit money" means an imitation of "money" which is intended to deceive and to be taken as genuine.

4. "Custodian" means you or any "employee" while having care and custody of property inside the "premises", excluding any person while acting as a "watchperson" or janitor.

5. "Discover" or "discovered" means the time when you first become aware of facts which would cause a reasonable person to assume that a loss of a type covered by this insurance has been or will be incurred, regardless of when the act or acts causing or contributing to such loss occurred, even though the exact amount or details of loss may not then be known.

"Discover" or "discovered" also means the time when you first receive notice of an actual or potential claim in which it is alleged that you are liable to a third party under circumstances which, if true, would constitute a loss under this insurance.

6. "Electronic data" means information, facts, images or sounds stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software) on data storage devices, including hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

7. "Employee":

a. Means:

(1) Any natural person:

(a) While in your service and for the first 30 days immediately after termination of service, unless such termination is due to "theft" or any other dishonest act committed by the "employee";

(b) Whom you compensate directly by salary, wages or commissions; and

(c) Whom you have the right to direct and control while performing services for you;

(2) Any natural person who is furnished temporarily to you:

(a) To substitute for a permanent "employee", as defined in Paragraph **7.a.(1),** who is on leave; or

(b) To meet seasonal or short-term workload conditions;

while that person is subject to your direction and control and performing services for you;

(3) Any natural person who is leased to you under a written agreement between you and a labor leasing firm, to perform duties related to the conduct of your business, but does not mean a temporary "employee" as defined in Paragraph **7.a.(2);**

(4) Any natural person who is:

(a) A trustee, officer, employee, administrator or manager, except an administrator or manager who is an independent contractor, of any employee benefit plan(s); or

(b) Your official while that person is engaged in handling "money", "securities" or "other property" of any employee benefit plan;

(5) Any natural person who is a former official, "employee" or trustee retained by you as a consultant while performing services for you; and

(6) Any natural person who is a guest student or intern pursuing studies or duties.

b. Does not mean:

Any agent, independent contractor or representative of the same general character not specified in Paragraph **7.a.**

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8. "Financial institution" means:

a. With regard to Insuring Agreement **A.4.:**

(1) A bank, savings bank, savings and loan association, trust company, credit union or similar depository institution; or

(2) An insurance company.

b. With regard to Insuring Agreement **A.7.:**

(1) A bank, savings bank, savings and loan association, trust company, credit union or similar depository institution;

(2) An insurance company; or

(3) A stock brokerage firm or investment company.

c. Other than Insuring Agreements **A.4.** and **A.7.,** any financial institution.

9. "Financial institution premises" means the interior of that portion of any building occupied by a "financial institution" as defined in Paragraph **F.8.a.**

10. "Forgery" means the signing of the name of another person or organization with intent to deceive; it does not mean a signature which consists in whole or in part of one's own name signed with or without authority, in any capacity, for any purpose.

11. "Fraudulent instruction" means:

a. With regard to Insuring Agreement **A.7.a.(2):**

(1) A computer, telefacsimile, telephone or other electronic instruction directing a "financial institution" to debit your "transfer account" and to transfer, pay or deliver "money" or "securities" from that "transfer account", which instruction purports to have been issued by you, but which in fact was fraudulently issued by someone else without your knowledge or consent; or

(2) A written instruction (other than those covered under Insuring Agreement **A.3.**) issued to a "financial institution" directing the "financial institution" to debit your "transfer account" and to transfer, pay or deliver "money" or "securities" from that "transfer account", through an electronic funds transfer system at specified times or under specified conditions, which instruction purports to have been issued by you, but which in fact was issued, forged or altered by someone else without your knowledge or consent.

b. With regard to Insuring Agreement **A.7.b.:**

A computer, telefacsimile, telephone or other electronic, written or voice instruction directing an "employee" to enter or change "electronic data" or "computer programs" within a "computer system" covered under the Insuring Agreement, which instruction in fact was fraudulently issued by your computer software contractor.

12. "Messenger" means you or any "employee" while having care and custody of property outside the "premises".

13. "Money" means:

a. Currency, coins and bank notes in current use and having a face value;

b. Traveler's checks and money orders held for sale to the public; and

c. In addition, includes:

(1) Under Insuring Agreements **A.1., A.2.** and **A.3.,** deposits in your account at any "financial institution"; and

(2) Under Insuring Agreement **A.7.,** deposits in your account at a "financial institution" as defined in Paragraph **F.8.b.**

14. "Occurrence" means:

a. Under Insuring Agreement **A.1.:**

(1) An individual act;

(2) The combined total of all separate acts whether or not related; or

(3) A series of acts whether or not related;

committed by an "employee" acting alone or in collusion with other persons, during the Policy Period shown in the Declarations, except as provided under Condition **E.1.j.** or **E.1.k.**

b. Under Insuring Agreement **A.2.:**

(1) An individual act;

(2) The combined total of all separate acts whether or not related; or

(3) A series of acts whether or not related;

committed by each "employee" acting alone or in collusion with other persons, during the Policy Period shown in the Declarations, except as provided under Condition **E.1.j.** or **E.1.k.**

c. Under Insuring Agreement **A.3.:**

(1) An individual act;

(2) The combined total of all separate acts whether or not related; or

(3) A series of acts whether or not related;

committed by a person acting alone or in collusion with other persons, involving one or more instruments, during the Policy Period shown in the Declarations, except as provided under Condition **E.1.j.** or **E.1.k.**

d. Under all other Insuring Agreements:

(1) An individual act or event;

(2) The combined total of all separate acts or events whether or not related; or

(3) A series of acts or events whether or not related;

committed by a person acting alone or in collusion with other persons, or not committed by any person, during the Policy Period shown in the Declarations, except as provided under Condition **E.1.j.** or **E.1.k.**

15. "Other property" means any tangible property other than "money" and "securities" that has intrinsic value. "Other property" does not include "computer programs", "electronic data" or any property specifically excluded under this insurance.

16. "Premises" means the interior of that portion of any building you occupy in conducting your business.

17. "Robbery" means the unlawful taking of property from the care and custody of a person by one who has:

a. Caused or threatened to cause that person bodily harm; or

b. Committed an obviously unlawful act witnessed by that person.

18. "Safe burglary" means the unlawful taking of:

a. 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

b. A safe or vault from inside the "premises".

19. "Securities" means negotiable and nonnegotiable instruments or contracts representing either "money" or property and includes:

a. Tokens, tickets, revenue and other stamps (whether represented by actual stamps or unused value in a meter) in current use; and

b. Evidences of debt issued in connection with credit or charge cards, which cards are not issued by you;

but does not include "money".

20. "Theft" means the unlawful taking of property to the deprivation of the Insured.

21. "Transfer account" means an account maintained by you at a "financial institution" from which you can initiate the transfer, payment or delivery of "money" or "securities":

a. By means of computer, telefacsimile, telephone or other electronic instructions; or

b. By means of written instructions (other than those covered under Insuring Agreement **A.3.**) establishing the conditions under which such transfers are to be initiated by such "financial institutions" through an electronic funds transfer system.

22. "Watchperson" means any person you retain specifically to have care and custody of property inside the "premises" and who has no other duties.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NORTH CAROLINA CHANGES – LEGAL ACTION AGAINST US

This endorsement modifies insurance provided under the following:

COMMERCIAL CRIME COVERAGE FORM
GOVERNMENT CRIME COVERAGE FORM
KIDNAP/RANSOM AND EXTORTION COVERAGE FORM

A. Under the Commercial Crime Coverage Form and Government Crime Coverage Form, the **Legal Action Against Us** Condition is replaced by the following:

LEGAL ACTION AGAINST US

You may not bring any legal action against us involving loss:

1. Unless you have complied with all the terms of this insurance;

2. Until 90 days after you have filed proof of loss with us; and

3. Unless brought within 3 years from the date you "discover" the loss.

B. Under the Kidnap/Ransom And Extortion Coverage Form, the **Legal Action Against Us** Condition is replaced by the following:

LEGAL ACTION AGAINST US

You may not bring any legal action against us involving loss:

1. Unless you have complied with all the terms of this insurance;

2. Until 90 days after you have filed proof of loss with us; and

3. Unless brought within 3 years from the date you reported the loss to us.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NORTH CAROLINA CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL CRIME POLICY
EMPLOYEE THEFT AND FORGERY POLICY
GOVERNMENT CRIME POLICY
GOVERNMENT EMPLOYEE THEFT AND FORGERY POLICY
KIDNAP/RANSOM AND EXTORTION POLICY

Paragraphs **A.** and **B.** apply only to the Commercial Crime Policy, Government Crime Policy and Kidnap/Ransom And Extortion Policy.

A. Paragraph **(2)** of the **Cancellation Of Policy** Condition is replaced by the following:

(2) Cancellation Requirements

(a) Policies In Effect Less Than 60 Days

If this policy has been in effect for less than 60 days, we may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:

(i) 15 days before the effective date of cancellation if we cancel for nonpayment of premium; or

(ii) 30 days before the effective date of cancellation if we cancel for any other reason.

(b) Policies In Effect More Than 60 Days

If this policy has been in effect for 60 days or more, or is a renewal of a policy we issued, we may cancel this policy prior to the:

(i) Expiration of the policy term; or

(ii) Anniversary date;

stated in the policy only for one or more of the following reasons:

i. Nonpayment of premium;

ii. An act or omission by the Insured or his or her representative that constitutes material misrepresentation or nondisclosure of a material fact in obtaining this policy, continuing this policy or presenting a claim under this policy;

iii. Increased hazard or material change in the risk assumed that could not have been reasonably contemplated by the parties at the time of assumption of the risk;

iv. Substantial breach of contractual duties, conditions or warranties that materially affects the insurability of the risk;

v. A fraudulent act against us by the Insured or his or her representative that materially affects the insurability of the risk;

vi. Willful failure by the Insured or his or her representative to institute reasonable loss control measures that materially affect the insurability of the risk after written notice by us;

vii. Loss of facultative reinsurance, or loss of or substantial changes in applicable reinsurance as provided in G.S. 58-41-30;

viii. Conviction of the Insured of a crime arising out of acts that materially affect the insurability of the risk; or

ix. A determination by the Commissioner of Insurance that the continuation of the policy would place us in violation of the laws of North Carolina.

We will mail or deliver written notice of cancellation to the first Named Insured at least:

(i) 15 days before the effective date of cancellation if we cancel for nonpayment of premium; or

(ii) 90 days before the effective date of cancellation if we cancel for any other reason.

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(c) Cancellation for nonpayment of premium will not become effective if you pay the premium amount due before the effective date of cancellation.

(d) We may also cancel this policy for any reason not stated above provided we obtain your prior written consent.

B. The following is added and supersedes any other provision to the contrary:

1. Nonrenewal

a. If we elect not to renew this policy, we will mail or deliver to the first Named Insured shown in the Declarations written notice of nonrenewal at least 90 days prior to the:

(1) Expiration of the policy if this policy has been written for one year or less; or

(2) Anniversary date of the policy if this policy has been written for more than one year or for an indefinite term.

b. We need not mail or deliver the notice of nonrenewal if you have:

(1) Insured property covered under this policy, under any other insurance policy;

(2) Accepted replacement coverage; or

(3) Requested or agreed to nonrenewal of this policy.

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

2. The written notice of cancellation or nonrenewal will:

a. Be mailed or delivered to the first Named Insured and any designated loss payee at their addresses shown in the policy, or if not indicated in the policy, at their last known addresses; and

b. State the reason or reasons for cancellation or nonrenewal.

C. Under the Commercial Crime Policy, Government Crime Policy and Employee Theft And Forgery Policy, the **Legal Action Against Us** Condition is replaced by the following:

Legal Action Against Us

You may not bring any legal action against us involving loss:

1. Unless you have complied with all the terms of this policy;

2. Until 90 days after you have filed proof of loss with us; and

3. Unless brought within three years from the date you "discover" the loss.

D. Under the Kidnap/Ransom And Extortion Policy, the **Legal Action Against Us** Condition is replaced by the following:

Legal Action Against Us

You may not bring any legal action against us involving loss:

1. Unless you have complied with all the terms of this policy;

2. Until 90 days after you have filed proof of loss with us; and

3. Unless brought within three years from the date you reported the loss to us.

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Argonaut Insurance Company
225 W. Washington Street, 24th Floor
Chicago, IL 60606
1-800-422-9120

COMMERCIAL PROPERTY COVERAGE PART SUPPLEMENTAL DECLARATIONS – SCHEDULED LOCATIONS

POLICY NUMBER: 4630217-03

PREM #	Occupancy		Address	Const.
BLDG #				
	Building Limit of Insurance		Personal Property Limit of Insurance	
PER SCHEDULE ON FILE WITH COMPANY AS OF 7/1/2016	Cause of Loss	Co Insurance		
	Value Option	Deductible	Mortgage	
	RC	$50,000		
	Agreed Value Expiration Date		Inflation Guard %	

PREM #	Occupancy		Address	Const.
BLDG #				
	Building Limit of Insurance		Personal Property Limit of Insurance	
	Cause of Loss	Co Insurance		
	Value Option	Deductible	Mortgage	
	Agreed Value Expiration Date		Inflation Guard %	

PREM #	Occupancy		Address	Const.
BLDG #				
	Building Limit of Insurance		Personal Property Limit of Insurance	
	Cause of Loss	Co Insurance		
	Value Option	Deductible	Mortgage	
	Agreed Value Expiration Date		Inflation Guard %	

PREM #	Occupancy		Address	Const.
BLDG #				
	Building Limit of Insurance		Personal Property Limit of Insurance	
	Cause of Loss	Co Insurance		
	Value Option	Deductible	Mortgage	
	Agreed Value Expiration Date		Inflation Guard %	

Argonaut Insurance Company
225 W. Washington Street, 24th Floor
Chicago, IL 60606
1-800-422-9120

PROPERTY COVERAGE PART DECLARATIONS

Policy No. 4630217-03 Renewal 4630217-02

BLANKET LIMIT OF INSURANCE WITH MARGIN CLAUSE

NAMED INSURED:
City of Gastonia
P.O. Box 1748
Gastonia, NC 28053

ITEM 1. POLICY PERIOD:

FROM: 7/1/2016 **TO:** 7/1/2017
12:01 A.M. standard time at your mailing address shown above.

ITEM 2. LIMIT OF INSURANCE:

$276,955,666 BLANKET LIMIT OF INSURANCE.

HOWEVER, WE WILL NOT PAY MORE THAN 125% OF THE APPLICABLE BUILDING LIMIT OF INSURANCE OR PERSONAL PROPERTY LIMIT OF INSURANCE IN ANY ONE LOSS OCCURRENCE.

ITEM 3. FORMS AND ENDORSEMENTS CONTAINED IN THIS POLICY AT INCEPTION:

SEE POLICY FORMS LIST

ITEM 4. TOTAL PROPERTY PREMIUM : $ Included

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PUBLIC RISK PROPERTY AND INLAND MARINE SUPPLEMENTAL DECLARATIONS

POLICY NO.: 4630217-03

This Supplemental Declarations describe the Additional Coverages and/or Coverage Extensions as provided by the Building and Personal Property Coverage Form and Endorsements for this Policy. The respective Limits apply per each covered loss occurrence. The Deductible applies per loss occurrence. Refer to the Policy for coverage details.

LIMIT	DEDUCTIBLE	ADDITIONAL COVERAGE
$25,000	Property Deductible	Arson Reward
$5,000	No Deductible	Automated External Defibrillator
Incl in Covered Property	Property Deductible	Collapse
$250,000	Property Deductible	Commandeered Property of Others (Other than Autos)
$25,000	Property Deductible	Crime Reward
25% Direct Dmg $25,000 Per Occ	Property Deductible	Debris Removal of Covered Property
$25,000	Property Deductible	Emergency Evacuation Expense
$5,000	Property Deductible	Emergency Real Estate Consulting Fee
$25,000	No Deductible	Fire Department Service Charge
$15,000	Property Deductible	“Fungus”, Wet Rot, Dry Rot, Bacteria – Limited Coverage
$2,500	Property Deductible	Lease Cancellation Moving Expenses
$25,000	$50 Per Lock	Lock Replacement Coverage
$1,000	No Deductible	Temporary Meeting Space
$100,000	Property Deductible	Pollutant Clean Up and Removal
Incl Covered Property	Property Deductible	Preservation of Property
$25,000	Property Deductible	State Forest Fire Expense
Incl in Bldg Limit	Property Deductible	Water Damage, Other Liquid, Powder or Molten Material Damage
$250,000 Per Occ On Premises $10,000 In Transit	Property Deductible Premises Limit / No Ded In Transit	Accounts Receivable (Incl Credit or Charge Card Slips) Premises Limit In Transit Limit
$10,000	Property Deductible	Appurtenant Buildings or Structures
$350,000 Coverages A & B	Property Deductible	Building Ordinance or Law Coverage: Coverage A (Undamaged)
Incl in Cov A & B Limit		Coverage B (Demolition)
10 % of Building Limit		Coverage C (Increased Cost of Construction)
$100,000	Property Deductible	Communication Towers
$75,000 Per Item $250,000 Per Occ	Property Deductible	Contractors’ Equipment- Non-Owned Per Item and Per Occurrence Limit
$25,000	Property Deductible	Emergency Portable Equipment

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LIMIT	DEDUCTIBLE	ADDITIONAL COVERAGE
$500,000 EE $100,000 BI	Property Deductible	Extra Expense and Business Income
$50,000	Property Deductible	Fairs or Exhibitions
$100,000	Property Deductible	Fine Arts – Per Item, Any One Occurrence Limit
$25,000-12 Mo Period	No Deductible	Fire Equipment Recharge
Up to 100' length, Covered Property	No Deductible	Footbridges and Appurtenant Structures
Incl in Bldg Lmt	Property Deductible	Foundations of Machinery, Swimming Pools , Underground Pipes
$15,000	Property Deductible	Glass Display or Trophy Cases
$100,000	Property Deductible	Golf Course Greens – Limited Perils
$10,000	No Deductible	Inventory and Appraisal Costs for Claim Preparation
$250,000	Property Deductible	Money and Securities
$1,000,000 Each Bldg $500,000 BPP	Property Deductible	Newly Acquired or Constructed Property – Each Building Limit Newly Acquired or Constructed Property – Each BPP Limit
$5,000	Property Deductible	Non-owned Detached Trailers (extension of Your BPP Limit)
$50,000	Property Deductible	Outdoor Property, covered for specified perils
$100,000	Property Deductible	Paved, Turf, Synthetic or Composite Surfaces
$6,855,478 Per Occ $10,000 In Transit or Laptop	Property Deductible	Personal Computers, Communication Equipment, EDP Equipment, Electronic Data or Media – On Premises Limit and Away from Premises
$25,000 One Person, Each Loc $50,000 Per Occ	Property Deductible	Personal Effects and Property of Others Personal Effects One Person Each Location and Occurrence Limit
$5,000 Each Loc $25,000 Per Occ	Property Deductible	Portable Irrigation Equipment
$100,000	Property Deductible	Property in Transit
$100,000	Property Deductible	Property Off-Premises
$10,000	Property Deductible	Retaining Walls
$25,000	Property Deductible	Sign Coverage (up to 1,000' of Your Bldg)
$25,000	Equipment Breakdown Deductible	Spoilage
$50,000	Property Deductible	Theft Damage to Non-Owned Buildings
Incl in Bldg Limit	Property Deductible	Underground Sprinkler Systems, within 1000' of premises
$250,000	Property Deductible	Unnamed Locations
$50,000	Property Deductible	Utility Services – Direct Damage
$50,000 included in Extra Expense and/or Business Income Limit	Property Deductible	Utility Services – Time Element
$250,000 On Prem. $50,000 Away from Premises	Property Deductible	Valuable Papers and Records – Cost of Research (Other than Electronic Data) On Premises Limit and Away from Premises Limit

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PUBLIC RISK
BUILDING AND PERSONAL PROPERTY COVERAGE FORM

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

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

Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION H — DEFINITIONS**.

SECTION A — COVERAGE

We will pay for direct physical loss of or damage to Covered Property at the premises described in the Declarations caused by or resulting from any Covered Cause of Loss.

1. Covered Property

Covered Property, as used in this Coverage Form, means the type of property described in this section, **A.1.**, and limited in **A.2. Property Not Covered**, if a Limit of Insurance is shown in the Declarations for that type of property.

a. Building, meaning the building or structure described in the Declarations, including:

(1) Completed additions;

(2) Fixtures, including outdoor fixtures;

(3) Permanently installed:

(a) Machinery; and

(b) Equipment;

(4) Personal property owned by you that is used to maintain or service the building or structure or its premises, including:

(a) Fire extinguishing equipment;

(b) Outdoor furniture;

(c) Floor coverings; and

(d) Appliances used for refrigerating, ventilating, cooking, dishwashing or laundering;

(5) If not covered by other insurance:

(a) Additions under construction, alterations and repairs to the building or structure;

(b) Materials, equipment, supplies and temporary structures, on or within 1,000 feet of the described premises, used for making additions, alterations or repairs to the building or structure.

b. Your Business Personal Property located in or on the building described in the Declarations or in the open (or in a vehicle) within 1,000 feet of the described premises, consisting of the following unless otherwise specified in the Declarations:

(1) Furniture and fixtures;

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(2) Machinery and equipment;

(3) Grounds maintenance equipment, including but not limited to lawn mowing equipment and snow blowers;

(4) "Stock";

(5) All other personal property owned by you and used in your operations;

(6) Labor, materials or services furnished or arranged by you on personal property of others;

(7) Your use interest as tenant in improvements and betterments. Improvements and betterments are fixtures, alterations, installations or additions:

(a) Made a part of the building or structure you occupy but do not own; and

(b) You acquired or made at your expense but cannot legally remove;

(8) Leased personal property for which you have a contractual responsibility to insure, unless otherwise provided for under Personal Property of Others.

c. Personal Property of Others that is:

(1) In your care, custody or control; and

(2) Located in or on the building described in the Declarations or in the open (or in a vehicle) within 1,000 feet of the described premises.

However, our payment for loss of or damage to personal property of others will only be for the account of the owner of the property.

2. Property Not Covered

Covered Property does not include:

a. Accounts, bills, currency, deeds, food stamps or other evidences of debt, money, notes or securities. Lottery tickets held for sale are not securities;

b. Animals except those you sell;

c. Automobiles held for sale;

d. Bridges, roadways, walks, patios or other paved surfaces, except as provided in the Coverage Extensions;

e. Contraband, or property in the course of illegal transportation or trade;

f. The cost of excavations, grading, backfilling or filling, except for sewage lift system stations and ejector systems;

g. Land (including land on which the property is located), water, growing crops or lawns.

h. Personal property while airborne or waterborne;

i. Property that is covered under another coverage form of this or any other policy in which it is more specifically described, except for the excess of the amount due (whether you can collect on it or not) from that other insurance; or if otherwise excluded in this form;

j. Retaining walls or other outdoor wall structures that are not part of the building described in the Declarations, except as provided in the Coverage Extensions;

k. Underground pipes, flues, drains, tanks, or connections, except as provided in the Coverage Extensions;

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l. Electronic data, except as provided under the Additional Coverage - Personal Computers, Communication Equipment, EDP Equipment, Electronic Data or Media. Electronic data means information, facts or computer programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment. The term computer programs, referred to in the foregoing description of electronic data, means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve or send data. This paragraph does not apply to your "stock" of prepackaged software.

m. The cost to research, replace or restore the information on valuable papers and records, including those which exist on electronic or magnetic media, except as provided in the Coverage Extensions;

n. Vehicles or self-propelled machines (including aircraft or watercraft) that:

(1) Are or have been licensed or intended for use on public roads; or

(2) Are operated principally away from the described premises.

This paragraph does not apply to:

(1) Vehicles or self-propelled machines or autos you manufacture, process or warehouse;

(2) Vehicles or self-propelled machines, other than autos, you hold for sale; or

(3) Rowboats or canoes out of water at the described premises; or

(4) Trailers, but only to the extent provided for in the Coverage Extension for Non-owned Detached Trailers;

o. The following property while outside of buildings:

(1) Grain, hay, straw or other crops;

(2) Fences, radio or television antennas (including satellite dishes) and their lead-in wiring, masts or towers, signs (other than signs attached to buildings), trees, shrubs or plants, all except as provided in the Coverage Extensions;

p. Overhead transmission and distribution lines, including supporting poles or towers;

q. Bulkheads, pilings, piers, wharves or docks.

3. Covered Causes of Loss

Unless otherwise stated herein or by endorsement, Covered Causes of Loss means RISKS OF DIRECT PHYSICAL LOSS unless the loss is:

a. Excluded in Section **C. Exclusions**; or

b. Limited in Section **D. Limitations**.

4. Additional Coverage

The limit of coverage for each respective Additional Coverage is shown below, unless a higher limit is shown on the Declarations for that coverage. Except as otherwise provided, the limit of coverage provided by each Additional Coverage is the most we will pay under that Additional Coverage, regardless of the number of locations or loss occurrences. The Deductible shown in the Declarations applies to each of these Additional Coverages, unless otherwise stated. The Additional Condition, Coinsurance, unless otherwise stated, does not apply to these Additional Coverages.

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a. Arson

(This coverage is not available in states where prohibited by law or statute.)

We will pay up to a maximum $25,000 per fire loss if a responsible person is convicted of arson that causes covered fire loss or damage. The reward applies for information leading to the arrest and conviction of the person(s) responsible for crimes against you as respects a covered fire that is deemed suspicious or arson by the Fire Department. The administration of such reward must be completed by an approved, independent organization as determined by us.

b. Automated External Defibrillators

We will pay up to a maximum limit of $5,000 for loss or damage caused by a Covered Cause of Loss to Automated External Defibrillators at each described premises. No Deductible applies to this additional coverage.

c. Collapse

The term Covered Cause of Loss includes the Additional Coverage — Collapse as described and limited below.

(1) We will pay for direct physical loss or damage to Covered Property caused by an abrupt collapse of a building or any part of a building insured under this Coverage Form. For purposes of this Additional Coverage - Collapse, an abrupt collapse means an abrupt falling down or caving in of a building or any part of a building with the result that the building or part of the building cannot be occupied for its intended purpose.

The abrupt collapse must be caused by one or more of the following:

(a) The "specified causes of loss" or breakage of building glass, all only as insured against in this Coverage Form;

(b) Building decay that is hidden from view, including hidden insect or vermin damage, unless the presence of such decay is known to an Insured prior to the collapse;

(c) Weight of people or personal property;

(d) Weight of rain that collects on a roof;

(e) Use of defective material or methods in construction, remodeling or renovation if the collapse occurs during the course of the construction, remodeling or renovation. However, if the collapse occurs after construction, remodeling or renovation is complete and is caused in part by a cause of loss listed in **c.(1)(a)** through **c.(1)(d)** above**,** we will pay for the loss or damage even if use of defective material or methods in construction, remodeling or renovation, contributes to the collapse.

(2) If the direct physical loss or damage does not involve collapse of a building or any part of a building, we will pay for loss or damage to Covered Property caused by the collapse of personal property only if:

(a) The personal property which collapses is inside a building covered under this policy; and

(b) The collapse was caused by a cause of loss listed in **c.(1)(a)** through **c.(1)(e)** above.

(3) With respect to the following property:

(a) Outdoor radio or television antennas (including satellite dishes) and their lead-in wiring, masts or towers;

(b) Awnings, gutters and downspouts;

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(c) Playground Equipment;

(d) Yard fixtures;

(e) Outdoor swimming pools;

(f) Fences;

(g) Piers, wharves and docks;

(h) Beach or diving platforms or appurtenances;

(i) Footbridges and pathway appurtenances;

(j) Retaining walls; and

(k) Walls of any type or construction for outdoor use; and

(l) Walks, roadways and any other paved surfaces;

if the collapse is caused by a cause of loss listed in **c.(1)(b)** through **c.(1)(e)** we will pay for loss or damage to that property only if:

(i) Such loss or damage is a direct result of the collapse of a building insured under this Coverage Form; and

(ii) Such loss or damage is not a result of freezing, thawing, or a lack of reasonable and proper preventive maintenance; and

(iii) Such loss or damage is not a result of damage by vehicles or other self-propelled motorized conveyances; and

(iv) The property is Covered Property under this Coverage Form.

(4) This Additional Coverage - Collapse does not apply to a building or any part of a building, or any other property that:

a. Is in danger of falling down or caving in;

b. Is standing, even if it has separated from another part of the building; or

c. Is standing, even if it shows evidence of sagging, bending, leaning, settling, cracking, shrinkage, bulging or expansion.

(5) This Additional Coverage – Collapse does not apply to personal property that has not abruptly fallen down or caved in, even if the personal property shows evidence of cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion.

(6) This Additional Coverage — Collapse will not increase the Limits of Insurance provided in this Coverage Form.

d. "Commandeered Property" of Others (Other Than Automobiles)

We will pay up to a maximum limit of $250,000 for loss or damage caused by a Covered Cause of Loss to property of others that:

(1) Is annexed or requisitioned by civil authority with or without the prior consent of the owner; and

(2) Is being used in a police, fire or rescue emergency to protect persons or property from injury or damage; and

(3) Is in your care, custody or control; and

(4) There has been no act or agreement before or after the loss or damage that would impair your right to recover from others liable for such loss or damage; and

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(5) There has been no compromise or settlement by you with others without our consent; and

(6) You have paid or have become obligated to pay for direct physical loss or damage to "commandeered personal property" an amount in excess of the deductible.

However, our payment for loss of or damage to "commandeered property" will only be for the account of the owner of such property.

Each loss for "commandeered property" is subject to the greater of:

(1) $500 deductible; or

(2) The deductible specified in the Declarations.

e. Crime Reward

We will pay up to a maximum $25,000 reward if a responsible person is convicted of a crime that causes covered loss or damage. The reward applies for information leading to the arrest and conviction of the person(s) responsible for crimes against you as respects a covered Cause of Loss. The administration of such reward must be completed by an approved independent organization as determined by us.

f. Debris Removal

(1) We will pay your expense to remove debris of Covered Property caused by or resulting from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the earlier of:

(a) The date of direct physical loss or damage; or

(b) The end of the policy period.

(2) The most we will pay under this Additional Coverage is 25% of:

(a) The amount we pay for the direct physical loss of or damage to Covered Property, plus

(b) The deductible in this policy applicable to that loss or damage.

But this limitation does not apply to any additional debris removal limit provided in the Limits of Insurance section.

(3) This Additional Coverage does not apply to costs to:

(a) Extract "pollutants" from land or water; or

(b) Remove, restore or replace polluted land or water.

(4) We will pay an additional $25,000 for each described premises in any one occurrence under the Debris Removal Additional Coverage if:

(a) The sum of direct physical loss or damage and debris removal expense exceeds the Limit of Insurance; or

(b) The debris removal expense exceeds the amount payable under the 25% Debris Removal coverage limitation in paragraph **(a)** above.

g. Emergency Evacuation Expense

We will pay your reasonable expenses incurred due to the emergency evacuation of the described premises when such evacuation is necessary due to imminent danger of loss of life or harm to occupants as a result of a Covered Cause of Loss.

We will not reimburse you for evacuation expenses arising out of any:

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(1) Planned evacuation drills;

(2) Evacuation of any person(s) due to their medical condition;

(3) Strike, bomb threat, or false fire alarm unless a civil authority having jurisdiction orders you to evacuate the covered location; or

(4) Evacuation that is not a result of a Covered Cause of Loss.

The most we will pay for each described premises under this Additional Coverage is $25,000 for the sum of all such covered evacuation expenses arising out of Covered Causes of Loss occurring during each separate 12 month period of this policy.

h. Emergency Real Estate Consulting Fee

We will reimburse you up to $5,000 in any one policy year for any realtor's fee or real estate consultant's fee required by the Named Insured's need to relocate due to loss or damage resulting from a Covered Cause of Loss to the described premises.

i. Fire Department Service Charge

When the fire department is called to save or protect Covered Property from a Covered Cause of Loss, we will pay up to $25,000 for your liability for fire department service charges:

(1) Assumed by contract or agreement prior to loss; or

(2) Required by local ordinance.

No Deductible applies to this Additional Coverage.

j. "Fungus", Wet Rot, Dry Rot And Bacteria – Limited Coverage

(1) The coverage described in **4.j.(2)**and **4.j.(6)** only applies when the "fungus", wet or dry rot or bacteria is the result of one or more of the following causes that occurs during the policy period and only if all reasonable means were used to save and preserve the property from further damage at the time of and after that occurrence.

(a) A "specified cause of loss" other than fire or lightning; or

(b) Flood, if the Flood Coverage Endorsement applies to the affected premises.

(2) We will pay for loss or damage by "fungus", wet or dry rot or bacteria. As used in this Limited Coverage, the term loss or damage means:

(a) Direct physical loss or damage to Covered Property caused by "fungus", wet or dry rot or bacteria, including the cost of removal of the "fungus", wet or dry rot or bacteria;

(b) The cost to tear out and replace any part of the building or other property as needed to gain access to the "fungus", wet or dry rot or bacteria; and

(c) The cost of testing performed after removal, repair, replacement or restoration of the damaged property is completed, provided there is a reason to believe that "fungus", wet or dry rot or bacteria are present.

(3) The coverage described under **4.j.(2)** of this Limited Coverage is limited to $15,000. Regardless of the number of claims, this limit is the most we will pay for the total of all loss or damage arising out of all occurrences of "specified causes of loss" (other than fire or lightning) and Flood which take place in a 12-month period (starting with the beginning of the present annual policy period). With respect to a particular occurrence of loss which results in "fungus", wet or dry rot or bacteria, we will not pay more than a total of $15,000 even if the "fungus", wet or dry rot or bacteria continues to be present or active, or recurs, in a later policy period.

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(4) The coverage provided under this Limited Coverage does not increase the applicable Limit of Insurance on any Covered Property. If a particular occurrence results in loss or damage by "fungus", wet or dry rot or bacteria, and other loss or damage, we will not pay more, for the total of all loss or damage, than the applicable Limit of Insurance on the affected Covered Property.

If there is covered loss or damage to Covered Property, not caused by "fungus", wet or dry rot or bacteria, loss payment will not be limited by the terms of this Limited Coverage, except to the extent that "fungus", wet or dry rot or bacteria causes an increase in the loss. Any such increase in the loss will be subject to the terms of this Limited Coverage.

(5) The terms of this Limited Coverage do not increase or reduce the coverage provided under the Coverage Extension - Water Damage, Other Liquids, Powder Or Molten Material Damage or under the Additional Coverage – Collapse, as provided under this Coverage Form.

(6) The following, **(6)(a)** or **(6)(b)**, applies only if the Extra Expense and/or Business Income Coverage Extension applies to the described premises and only if the "suspension" of "operations" satisfies all terms and conditions of the applicable Extra Expense and/or Business Income Coverage Extension.

(a) If the loss which resulted in "fungus", wet or dry rot or bacteria does not in itself necessitate a "suspension" of "operations", but such "suspension" is necessary due to loss or damage to property caused by "fungus", wet or dry rot or bacteria, then our payment under the Extra Expense and Business Income Coverage Extension is limited to the amount of loss and/or expense sustained in a period of not more than 30 days. The days need not be consecutive.

(b) If a covered "suspension" of "operations" was caused by loss or damage other than "fungus", wet or dry rot or bacteria but remediation of "fungus", wet or dry rot or bacteria prolongs the "period of restoration", we will pay for loss and/or expense sustained during the delay (regardless of when such a delay occurs during the "period of restoration"), but such coverage is limited to 30 days. The days need not be consecutive.

k. Lease Cancellation Moving Expenses

We will reimburse you up to $2,500 for moving expenses incurred when moving is made necessary by the cancellation of a lease at a described premises, caused by or resulting from a Covered Cause of Loss during the policy term.

l. Lock Replacement Coverage

We will pay up to $25,000 in any one occurrence to cover the loss of your keys (used to secure a described premises) as a result of a covered cause of loss.

We will not pay more than the least of the following to:

(1) Re-key the locks;

(2) Install new lock cylinders;

(3) Provide new master keys; or

(4) Replace existing locks with new locks of like kind and quality.

m. Temporary Meeting Space

We will reimburse you up to $1,000 in any one policy term for expenses incurred due to the temporary unavailability of your primary office space due to the failure of a climate control system, or leakage of hot water heater, during the policy term. Expenses will be reimbursed only for the

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rental of temporary meeting space required for meeting parties who are not insured under this policy.

No Deductible applies to this Additional Coverage.

n. Pollutant Clean Up and Removal

We will pay your expense to extract "pollutants" from land or water at the described premises if the discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused by or results from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the earlier of:

(1) The date of direct physical loss or damage; or

(2) The end of the policy period.

This Additional Coverage does not apply to costs to test for, monitor or assess the existence, concentration or effects of "pollutants". But we will pay for testing which is performed in the course of extracting the "pollutants" from the land or water.

The most we will pay for each described premises under this Additional Coverage is $25,000 for the sum of all such covered expenses arising out of Covered Causes of Loss occurring during each separate 12 month period of this policy.

o. Preservation of Property

If it is necessary to move Covered Property from the described premises to preserve it from loss or damage by a Covered Cause of Loss, we will pay for any direct physical loss or damage to that property:

(1) While it is being moved or while temporarily stored at another location; and

(2) Only if the loss or damage occurs within 30 days after the property is first moved.

p. State Forest Fire Expense

(This Coverage Available Only In Those States Where M.R.S.A. Applies)

When a State Forest Ranger or Warden is called to save or protect property from one or more forest fires within the insured's city limits, we will pay up to $25,000 for the "costs" associated with such fire(s) that occur within a 72-hour period during the term of this policy, but we will not pay more than the "costs" you are required to pay under Chapter 9204 of Title 12 M.R.S.A..

We will not make any payment under this Additional Coverage until you have paid or have become legally obligated to pay "costs" that exceed the deductible stated in the Declarations. We will then pay that amount of "costs" that are in excess of this deductible amount, up to the applicable limit. The deductible will apply to any forest fire(s) occurring within a 72-hour period.

"Costs" mean any forest fire service charges you are required to pay for controlling, extinguishing and suppressing forest fires within your city limits under Chapter 9204 of Title 12 M.R.S.A.

q. Water Damage, Other Liquid, Powder or Molten Material Damage

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

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

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(1) Results in discharge of any substance from an automatic fire protection system; or

(2) Is directly caused by freezing.

5. **Coverage Extensions**

The limit of coverage for each respective Coverage Extension is shown below, unless a higher limit is shown on the Declarations for that coverage. Except as otherwise provided, the following Extensions apply to property located in or on the building described in the Declarations or in the open (or in a vehicle). Each of these Extensions is additional insurance, unless otherwise stated. The Deductible shown in the Declarations applies to each of these Extensions, unless otherwise stated. The Additional Condition, Coinsurance, unless otherwise stated, does not apply to these Extensions; however, if a type of property is covered by more than one extension, the most we will pay is the most applicable coverage extension. At no time will multiple coverage extensions apply to the same property.

a. Accounts Receivable (Including Credit or Charge Card Slips)

(1) You may extend the insurance that applies to Your Business Personal Property to apply to the cost to replace or restore lost records of accounts receivable for which duplicates do not exist. But this Extension does not apply to records which exist as electronic data. Electronic data is described under Property Not Covered, Electronic Data.

We will pay:

(a) All amounts due from your customers that you are unable to collect;

(b) Interest charges on any loan required to offset amounts you are unable to collect pending our payment of these amounts;

(c) Collection expenses in excess of your normal collection expenses that are made necessary because of loss or damage; and

(d) Other reasonable expenses that you incur to re-establish your records of accounts receivable;

that result from Covered Causes of Loss to your records of accounts receivable.

(2) Accounts receivable loss payment will be determined as follows:

(a) When there is proof that a covered loss has occurred but you cannot accurately establish the amount of accounts receivable outstanding at the time of the loss, the amount of the loss will be computed as follows:

(i) Determine the total of the average monthly amounts of accounts receivable for the 12 months immediately preceding the month in which the loss or damage occurs; and

(ii) Adjust that total for any normal fluctuations in the amount of accounts receivable for the month in which the loss or damage occurred or for any demonstrated variance from the average for that month.

(b) We will deduct from the established total amount of accounts receivable:

(i) The amount of the accounts for which there is no loss or damage;

(ii) The amount of the accounts that you are able to re-establish or collect;

(iii) An amount to allow for probable bad debts that you are normally unable to collect; and

(iv) All unearned interest and service charges.

(c) If you recover the amount of any accounts receivable that were included in the amount of the paid loss, you will return the recovered amount to us, up to the total amount of the paid

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loss. You will keep the amount of any accounts receivable you recover in excess of the amount of the paid loss.

The most we will pay under this Extension is $250,000 in any one occurrence at the described premises. If accounts receivable records are lost or damaged in transit, the most we will pay is $10,000. As respects the amount we will pay for accounts receivable records lost or damaged in transit, the $10,000 limit will apply in excess of the Deductible.

b. Appurtenant Buildings or Structures

(1) You may extend the coverage that applies to Building to apply to loss or damage by a Covered Cause of Loss to incidental appurtenant buildings or structures located at or within 100 feet of a described premises, but not specifically described in the Declarations; and

(2) You may extend the insurance that applies to Your Business Personal Property, Personal Property of Others, Personal Computers, Communication Equipment, EDP Equipment, Electronic Data or Media, if any, to apply to loss or damage by a Covered Cause of Loss to such property that is within incidental appurtenant buildings or structures located at a described premises, but not specifically described in the Declarations.

(3) Appurtenant buildings or structures include, but are not limited to storage buildings, garages, pump houses and above ground tanks. But incidental appurtenant buildings or structures do not include:

(a) Any property to which the Outdoor Property Coverage Extension applies;

(b) Outside signs, whether or not attached to buildings; or

(c) Any property that is otherwise excluded under Property Not Covered.

The most we will pay under this Coverage Extension – Appurtenant Buildings or Structures is $10,000.

c. Building Ordinance or Law

(1) If enforcement of an ordinance or law in effect at the time of loss regulating zoning, land use or construction of a building affects the repair or rebuilding of that building, following damage by a Covered Cause of Loss, you may extend the insurance that applies to Building to cover:

(a) Demolition Costs: Costs to demolish and clear the site of the undamaged portions of the damaged building;

(b) Undamaged Building Coverage: The value of the undamaged portions of the building, based on the same valuation basis applicable to the physically damaged portion of the building; and

(c) Increased Cost of Construction: The increased cost to repair, rebuild or reconstruct the building with another building of the same size, style and comparable quality.

This coverage applies only in response to the minimum requirements of the specific ordinance or law that applies to that covered building. Losses and costs incurred in complying with recommended actions or standards that exceed actual requirements to meet the legal obligation of the ordinance or law are not covered.

(2) This Coverage Extension applies only to the following buildings:

(a) A building covered by this policy that sustains direct physical damage from a Covered Cause of Loss that results in required enforcement of the ordinance or law; or

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(b) A building covered by this policy that sustains both direct physical damage that is covered under this policy, and direct physical damage that is not covered by this policy, but the building damage in its entirety results in required enforcement of the ordinance or law.

In the situation described in **(2)(b)**, we will not pay for the direct physical damage that is not covered by this policy. We will pay only that proportion of the loss that the covered direct physical damage bears to the total physical damage. However, if the covered direct physical damage alone would have resulted in required enforcement of the ordinance or law; we will pay the full amount of loss that would otherwise be payable under the terms of this Coverage Extension.

(3) Loss Payment:

(a) We will not pay for any loss due to any ordinance or law:

(1) That applies to any vacant, unoccupied, foreclosed or tax takeover properties;

(2) That you were required to comply with before the loss, even if the building was undamaged; or

(3) That you failed to comply with.

(b) We will not pay more under this Extension than if the repaired or replaced building was:

(1) Rebuilt at the same location, as soon as reasonably possible;

(2) Rebuilt to the same extent the law permits; of the same height, floor area, style and comparable quality as the one it replaces; and

(3) Designed for the same type of occupancy and use as the one it replaces, unless otherwise required by zoning or land use ordinance or law.

The increased rebuilding costs must be kept to the minimum needed to satisfy legal requirements of the ordinance or law. We will not pay for any costs to acquire land on which to rebuild.

(c) If you do not repair or replace the damaged building, we will pay under this Extension only to demolish and clear the site of the damaged and undamaged portions of the building, but our payment will be no greater than the value of that building as shown on the most recent statement of values on file with us.

(d) We will not pay for increased construction costs when the building is valued at Actual Cash Value.

(4) This Extension does not apply to the costs associated with the enforcement of any ordinance or law that requires:

(a) The demolition, repair, replacement, reconstruction, remodeling or remediation of property due to contamination by “pollutants” or due to the presence, growth, proliferation, spread or any activity of “fungus”, wet or dry rot or bacteria, asbestos or lead; or

(b) Any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of “pollutants”, “fungus”, wet or dry rot, bacteria, asbestos or lead.

The most we will pay under this Extension is $350,000 for loss to the undamaged portion of the building and/or its demolition costs. The most we will pay for increased cost of construction as a result of a covered loss occurrence is ten percent (10%) of the value of that building as shown on the most recent statement of values on file with us.

The Additional Condition, Coinsurance, does not apply to this Coverage Extension.

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d. Communication Towers

You may extend the insurance provided under this Coverage Form to apply to radio and transmittal towers owned by you. Such radio and transmittal towers must be installed and operational at the time of the loss or damage.

The most we will pay for loss or damage under this Extension is $100,000 in any one occurrence.

e. Contractors' Equipment – Non-Owned

You may extend the insurance provided under this Coverage Form to apply to non-owned contractors' equipment that is within your care, custody and control. If, during the term of this policy, you rent, lease or borrow contractors' equipment or tools from others, we will cover such equipment for a period of 45 days for loss or damage due to a Covered Cause of Loss; however coverage will not be provided for loss due to theft of contractors' equipment.

This coverage is limited to contractor's equipment with a cost new value of $100,000 or less per equipment item and does not cover booms, cranes, lifts, or heavy contractor's equipment items. The most we will pay for loss or damage under this Extension is $75,000 for any one equipment item or $250,000 in any one occurrence.

f. Emergency Portable Equipment

You may extend the insurance provided under this Coverage Form for Your Business Personal Property to apply to your emergency portable equipment that experiences loss or damage from a Covered Cause of Loss to your Covered Building. Such emergency portable equipment is limited to items with a cost new value of $200,000 or less per item.

This coverage does not include your fire extinguishing equipment that is otherwise covered under this Coverage Form. The most we will pay for loss or damage under this Extension is $25,000 in any one occurrence.

g. Extra Expense and Business Income

Payments under the following coverages will not increase the applicable Limits of Insurance provided under this Coverage Extension for **g. Extra Expense and Business Income**:

(1) Extra Expense;

(2) Business Income;

(3) Loss of Tax Revenue;

(4) Alterations and Newly Acquired or Constructed Property;

(5) Computer Operations;

(6) Civil Authority;

(7) "Dependent Property";

(8) Temporary Locations;

(9) Extended Business Income.

Under any of the extensions granted by **g. (1)** through **g. (8)**, we will not pay for:

(a) Delay in rebuilding, repairing or replacing the property or resuming "operations" due to interference at the location of the rebuilding, repair or replacement by strikers or other persons; or;

(b) Suspension, lapse or cancellation of any license, lease or contract. But if the suspension, lapse or cancellation is directly caused by the suspension of "operations", we will cover such loss that affects your Business Income during the "period of restoration".

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Coverage provided under this Coverage Extension for **g. Extra Expense and Business Income** does not apply to:

(a) Any loss caused by or resulting from direct physical loss or damage to radio or television antennas (including satellite dishes) or their lead-in wiring, masts or towers; or to communication towers; or

(b) Any other consequential loss.

(1) Extra Expense

You may extend the insurance provided by this Coverage Form to apply to the actual and necessary extra expense you sustain due to direct physical loss or damage caused by or resulting from a Covered Cause of Loss:

(a) At the described premises; or

(b) At Newly Acquired or Constructed Property; or

(c) At temporary or replacement locations, including:

(i) Relocation expenses; and

(ii) Costs to equip and operate the replacement or temporary locations.

Extra Expense means necessary expenses you incur during the "period of restoration" that you would not have incurred if there had been no direct physical loss or damage to property:

(a) To avoid or minimize the "suspension" of business and to continue "operations";

(b) To minimize the "suspension" of business if you cannot continue "operations"; or

(c) To repair or replace any property to the extent it reduces the amount of loss that otherwise would have been payable under this Extension.

The most we will pay for loss under this Extension **g.(1) Extra Expense** is $500,000. We will not pay for any Extra Expense caused by or resulting from suspension, lapse or cancellation of any license, lease or contract beyond the "period of restoration"; or for any other consequential loss.

(2) Business Income

You may extend the insurance provided by this Coverage Form to apply to the actual loss of Business Income you sustain due to the necessary suspension of your "operations" at the described premises, or at Newly Acquired or Constructed Property, during the "period of restoration."

However, we will reduce the amount of your Business Income loss to the extent you can resume "operations", in whole or in part, by using any other available source of materials.

Business Income means:

(a) Net Income (Net Profit or Loss before income taxes) that would have been earned or incurred if no physical loss or damage had occurred, but not including any net income that would have been earned as a result of an increase in the volume of business due to favorable business conditions caused by the impact of the Covered Cause of Loss on customers or on other business operations, including that net income from:

(i) "Rental value";

(ii) Park and recreational facilities;

(iii) Zoos;

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(iv) Athletic events; and

(v) Grants, and

(b) Continuing normal operating expenses incurred, including payroll. Ordinary payroll expenses mean payroll expenses for all of your "employees", except your officers, executives, department managers, employees or others under contract; "volunteer workers(s)" and other exemptions as applicable to the operation. Ordinary payroll expenses include:

(i) Payroll;

(ii) Employee benefits, if directly related to payroll;

(iii) FICA payments you pay;

(iv) Union dues you pay; and

(v) Workers' compensation premiums.

We will only pay for ordinary payroll expenses for the first sixty (60) days following the date of direct physical loss or damage.

The most we will pay under this Coverage Extension for **g.(2) Business Income** is $100,000 in any one occurrence.

(3) Loss of Tax Revenue

You may extend the insurance provided by this Coverage Form to apply to the actual loss of tax revenue you sustain due to the necessary interruption of tax revenue caused by direct physical loss or damage to real and/or personal property of others at the described premises during the "period of restoration".

Loss of tax revenue means the actual amount of tax revenue that would have been collected by you during the "period of restoration" if the described premises had not suffered direct physical loss or damage. Loss of tax revenue shall be adjusted on the basis of the actual loss sustained by you consisting of tax revenue which is prevented from being earned during the "period of restoration".

In determining the actual loss sustained, due consideration will be given to the tax revenue experience before the date of loss or damage to the described premises, and to the probable experience thereafter had no loss occurred. Under this Coverage Extension, we will not pay more than 80% of the covered tax revenue that would have been earned during the twelve (12) months immediately following the date of loss or damage to the described premises.

If this policy covers two or more types of tax revenue, the provision of this Extension will apply separately to each type of tax revenue.

The most we will pay under this Coverage Extension for **g.(3) Loss of Tax Revenue** is $100,000 in any one occurrence.

(4) Alterations and Newly Acquired or Constructed Property

Under this entire Coverage Extension for **h. Extra Expense and Business Income**, we will pay for the actual loss of Business Income you sustain and necessary Extra Expense you incur due to direct physical loss or damage to property at the described premises caused by or resulting from any Covered Cause of Loss to:

(a) New buildings or structures, whether complete or under construction;

(b) Alterations or additions to existing buildings or structures; and

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(c) Machinery, equipment, supplies or building materials located on or within 1,000 feet of the described premises; and that are:

(i) Used in the construction, alterations or additions; or

(ii) Incidental to the occupancy of new buildings.

If such direct physical loss or damage delays the start of "operations", the "period of restoration" for Business Income will begin on the date "operations" would have begun if the direct physical loss or damage had not occurred.

(5) Interruption of Computer Operations

You may extend the insurance that applies under this Coverage Extension, **g. Extra Expense and Business Income**, to apply to a "suspension" of "operations" caused by an interruption in computer operations due to destruction or corruption of electronic data due to a Covered Cause of Loss.

With respect to this Extension, the Covered Cause of Loss will include a virus, harmful code or similar instruction introduced into or enacted on a computer system (including electronic data) or a network to which it is connected, designed to damage or destroy any part of the system or disrupt its normal operation. But there is no coverage for an interruption related to manipulation of a computer system (including electronic data) by any employee, including a temporary or leased employee, or by an entity retained by you or for you to inspect, design, install, maintain, repair or replace that system.

(6) Civil Authority

Under this Coverage Extension **g. Extra Expense and Business Income**, we will pay for the actual loss of Business Income you sustain and necessary Extra Expense caused by action of civil authority that prohibits access to the described premises due to direct physical loss of or damage to property, other than at the described premises, caused by or resulting from any Covered Cause of Loss.

The coverage for Business Income will begin 72 hours after the time of that action and will apply for a period of up to three consecutive weeks after coverage begins.

The coverage for Extra Expense will begin immediately after the time of that action and will end:

(a) Four consecutive weeks after the time of that action; or

(b) When your Business Income coverage ends;

whichever is later.

(7) Extra Expense and Business Income for "Dependent Properties"

You may extend the insurance provided by this Coverage Form for **g. Extra Expense and Business Income** to apply to the actual loss of Business Income you sustain and the Extra Expense you incur due to the necessary "suspension" of your "operations" because of direct physical loss of or damage to a "dependent property" caused by or resulting from any Covered Cause of Loss.

As used in this Extension, "dependent property" means property operated by others whom you depend upon to deliver materials or services to you, or to others for your account. With respect to services delivered to you, services does not mean, water, communication or power supply services.

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With respect to “dependent property”, the definition of “period of restoration” applies, except that the described premises means the premises of the “dependent property” as described in this Extension for Extra Expense and Business Income for Dependent Properties.

(8) Extended Business Income

(a) Business Income Other Than “Rental Value”

We will pay the actual loss of Business Income Other Than “Rental Value” you sustain at a described premises for a period up to 180 consecutive days after the date you could restore your “operations”, with reasonable speed, to the level that would generate the business income amount that would have existed if no direct physical loss or damage had occurred.

(b) “Rental Value”

We will pay the actual loss of “Rental Value” you sustain for a period up to 180 consecutive days after the date you could restore tenantability with reasonable speed, to the level that would generate the “Rental Value” amount that would have existed if no direct physical loss or damage had occurred.

(c) Extended Business Income does not apply to loss of business income incurred as a result of unfavorable business conditions caused by the impact of the Covered Cause of Loss in the area where the described premises are located.

Loss of business income must be caused by direct physical loss or damage at the described premises caused by or resulting from a Covered Cause of Loss.

As respects this entire Coverage Extension for **g. Extra Expense and Business Income**, the following definitions shall apply:

i. “Suspension” means:

(a) The slowdown or cessation of your “operations”; or

(b) That part or all of the described premises that is rendered untenantable, if coverage for “Rental Value” applies.

ii. “Operations” means:

(a) Your business activities, occurring at the described premises.

“Operations” do not include:

(i) Athletic events; or

(ii) Business activities other than those which generate tuition and related fees from students.

(c) The tenantability of the described tenant occupied premises.

iii. “Rental Value” means the:

(a) Total anticipated rental income from tenant occupancy of the premises described in the Declarations as furnished and equipped by you, and

(b) Amount of all charges which are the legal obligation of the tenant(s) and which would otherwise be your obligations, and

(c) Fair rental value of any portion of the described premises which is occupied by you.

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iv."Period of Restoration" means the period of time that:

(a) Begins immediately after the time of direct physical loss or damage caused by or resulting from any Covered Cause of Loss at the described premises; and

(b) Is within twelve (12) consecutive months of the date of direct physical loss or damage; and

(c) Ends on the earlier of:

(i) The date when the property at the described premises should be repaired, rebuilt or replaced with reasonable speed and similar quality; or

(ii) The date when your "operations" is resumed at a new, permanent location.

"Period of Restoration" does not include any increased period required due to the enforcement of any ordinance or law that:

(a) Regulates the construction, use or repair, or requires the tearing down of any property; or

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

The expiration date of this policy will not cut short the "period of restoration."

The Additional Condition, Coinsurance, does not apply to this Coverage Extension for **g. Extra Expense and Business Income**.

h. Fairs or Exhibitions

You may extend the insurance provided by this Coverage Form to apply to your Covered Property at any fair or exhibition.

The most we will pay for loss or damage under this Extension is $50,000 in any one occurrence.

i. Fine Arts

You may extend the insurance provided by this Coverage Form to apply to Fine Arts that are:

(1) Your property; or

(2) The property of others that is in your care, custody or control; and

(3) Located within 1,000 feet of the described premises.

As used in this Coverage Extension, Fine Arts means paintings, etchings, pictures, tapestries, art glass windows, valuable rugs, statuary, marble, bronze, antique silver, manuscripts, porcelain, rare glass, bric-a-brac, and similar property of rarity, historical value or artistic merit.

The Valuation of Fine Arts will be determined as follows:

(1) The agreed value of each Fine Art item that is individually scheduled and described in the Declarations is the Limit of Insurance shown in the Declarations for that item. In the event of total loss we will pay the applicable Limit of Insurance (less deductible) for that item;

(2) The value of all other Fine Arts, including newly acquired Fine Arts, will be the least of the following amounts:

(a) The market value;

(b) The acquisition cost;

(c) If it is the Fine Art of another person, the amount for which you are liable; or

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(d) The reasonable cost of restoring that Fine Art to its condition immediately before the loss or damage, plus any remaining diminution in value caused by the loss or damage; or

(e) The cost of replacing the Fine Art item with a substantially identical item.

The value of the Fine Art item will be determined as of the time of loss or damage.

The most we will pay for loss or damage under this Extension is $5,000 any one item, up to $100,000 in any one occurrence. In the event of the total loss of any given item or items that are part of a set, we agree to pay you the total value of the set and you agree to surrender the remaining part of the set to us.

We will not pay for loss or damage to Fine Arts due to improper or inadequate packing for transportation. If there is other insurance covering this same loss or damage provided by this coverage extension, we will pay only the covered amount of loss in excess of the other insurance. If there is any salvage recovery to a Fine Art item we have paid as a total loss, we are entitled to such salvage recovery.

j. Fire Equipment Recharge

You may extend the insurance provided by this Coverage Form to apply to the recharge or refill of your fire protective devices that are permanently installed in buildings at the described premises. This Extension applies when such devices have been discharged by accident, or while being used to combat a covered fire, but not for periodic recharge.

The most we will pay under this Extension is $25,000 for each separate 12 month period of this policy.

No Deductible applies to this Coverage Extension.

k. Footbridges and Appurtenant Structures

You may extend the insurance provided by this Coverage Form to apply to structured footbridges, up to 100 feet in length, that are used to transport people walking, running or riding small non-motorized equipment such as bicycles, skates and scooters; or to appurtenant structures along pathways such as post-rails, shelters, markers, and similar.

The loss or damage must be caused by or resulting from a Covered Cause of Loss; however, no coverage is provided for loss or damage caused by freezing, thawing, collapse, lack of reasonable and proper preventive maintenance, or for damage caused by vehicles or other motorized conveyance.

No Deductible applies to this Coverage Extension.

l. Foundations of Machinery, Swimming Pools and Underground Pipes

You may extend the insurance that applies to Building to apply to foundations of covered buildings, structures, machinery and equipment if their foundations are below:

(1) The lowest basement floor; or

(2) The surface of the ground, if there is no basement.

This Extension also applies to underground pipes, tanks and connections as components of your scheduled swimming pool; or that are within 100 feet of a covered building. However, it does not apply to sprinkler or irrigation systems.

This Extension does not apply to loss or damage caused by tree or plant roots, freezing, thawing, normal deterioration or collapse.

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This Extension does not increase the Building limit shown in the Declarations.

m. Glass Display or Trophy Cases

You may extend the insurance provided by this Coverage Form to apply to loss or damage to Glass Display or Trophy Cases.

The most we will pay for loss or damage under this Extension is $15,000.

n. Golf Course Greens - LIMITED PERILS

You may extend the insurance provided by this Coverage Form to apply to golf course greens you own or operate that would otherwise be in operation and not closed or under repair at the time of the loss or damage. The most we will pay for loss or damage under this Extension is $100,000 in any one occurrence for covered loss due to fire, lightning, explosion, windstorm, smoke, aircraft non-owned vehicles, or riot or civil commotion. However there is no coverage for loss caused by hail, snow or sleet, whether driven by wind or not. And we will not pay for damage caused by vehicles you own or which are operated within the course and scope of your operations.

o. Inventory and Appraisal Costs for Claim Preparation

You may extend the insurance provided by this Coverage Form to apply to the following expenses you incur to prepare a claim as described in the Commercial Property and Inland Marine Conditions, Loss Conditions, Duties In The Event Of Loss Or Damage:

(1) The cost of taking inventories;

(2) The cost of making appraisals; and

(3) The cost of preparing a statement of loss and other supporting exhibits.

This Coverage Extension does not apply to public adjuster fees.

This Coverage Extension does not apply to any expenses as provided under Commercial Property and Inland Marine Conditions, Loss Conditions, Appraisal.

The most we will pay under this Extension for any claim is $10,000. The Additional Condition, Coinsurance, does not apply. No Deductible applies to this Coverage Extension.

p. Money and Securities

(1) We will pay for loss of your “money” or your “securities” or of “money” or “securities” of others that you hold in any capacity, or for which you are responsible, resulting from theft, disappearance or destruction, provided the loss occurs:

(a) At the described premises;

(b) Away from the described premises, whether inside or outside the “coverage territory” while such “money” or “securities” are in the possession of your “volunteer workers” or “employees”; or

(c) Away from the described premises while such “money” or “securities” are in the possession of a depository or an armored vehicle company.

(2) We will not pay for any loss of “money” or “securities” arising from:

(a) “War”;

(b) “Nuclear activity”;

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(c) Fraudulent, dishonest or criminal acts committed by a director, officer, trustee, "volunteer worker" or "employees" of your organization, whether acting alone or in collusion with others;

(d) A sale, exchange, or purchase transaction, including Internet transactions; or

(e) Accounting, mathematical or record-keeping error.

(3) The amount we will pay for loss of "securities" is the market value of the "securities" at the end of the last business day before the loss was discovered. We will not pay for any "loss of income", including interest or dividends, that occurs as a result of a loss not otherwise covered under this Coverage Form.

(4) The most we will pay for any loss of "money" or "securities" in the custody of a depository or an armored vehicle company is the portion of the loss that exceeds any amount you recover from:

(a) The depository or armored vehicle company;

(b) Insurance carried by the depository or armored vehicle company; or

(c) Insurance carried by any other person or organization for the benefit of users of the depository's or armored vehicle company's services.

(5) The most we will pay under this Extension is $25,000 in any one occurrence.

q. Newly Acquired or Constructed Property

(1) You may extend the insurance that applies to Building to apply to:

(a) Your new buildings while being built on the described premises; and

(b) Buildings you acquire at locations, other than the described premises, intended for:

(i) Similar use as the building described in the Declarations; or

(ii) Use as a warehouse.

The most we will pay for loss or damage under this Extension is $1,000,000 at each building.

(2) You may extend the insurance that applies to Your Business Personal Property to apply to that property at any location you acquire other than at fairs or exhibitions.

The most we will pay for loss or damage under this Extension is $500,000 at each building.

(3) Insurance under this Extension does not apply to personal property of others that is temporarily in your possession in the course of installing or performing work on such property.

(4) Insurance under this Extension for each newly acquired or constructed property will end when any of the following first occurs:

(a) This policy expires;

(b) 180 days expire after you acquire or begin to construct the property; or

(c) You report values to us.

We will charge you additional premium for values reported from the date construction begins or you acquire the property.

This Coverage Extension for Newly Acquired or Constructed Property does not apply to vacant, unoccupied or tax takeover properties.

r. Non-owned Detached Trailers

(1) You may extend the insurance that applies to Your Business Personal Property to apply to loss or damage to trailers that you do not own, provided that:

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(a) The trailer is used in your operations;

(b) The trailer is in your care, custody or control at the premises described in the Declarations; and

(c) You have a contractual responsibility to pay for loss or damage to the trailer.

(2) We will not pay for any loss or damage that occurs:

(a) While the trailer is attached to any motor vehicle or motorized conveyance, whether or not the motor vehicle or motorized conveyance is in motion;

(b) During hitching or unhitching operations, or when a trailer becomes accidentally unhitched from a motor vehicle or motorized conveyance.

(3) The most we will pay for loss or damage under this Extension is $5,000, unless a higher limit is shown in the Declarations.

(4) This insurance is excess over the amount due (whether you can collect on it or not) from any other insurance covering such property.

s. Outdoor Property

You may extend the insurance provided by this Coverage Form to apply to the following outdoor property:

Fences; radio and television antennas (including satellite dishes);, solar light fixtures, except solar panels; guardrails; traffic lights; road signs; non-utility poles, including but not limited to flagpoles and poles bearing signs; backstops; goal posts; playground equipment; scoreboards; stadium lights; benches, bleachers; grandstands; ticket booths; ball field dugouts; press boxes; bike racks, refreshment stands; shade structures, picnic pavilions; installed grills including their structures, miscellaneous park amenities; trees, shrubs, plants, and lawns (excluding golf course greens); including debris removal expense.

The most we will pay for loss or damage under this Extension is $50,000 in any one occurrence.

The loss or damage must be caused by or resulting from any of the following causes of loss, if they are Covered Causes of Loss under this Coverage Form:

(1) Fire;

(2) Lightning;

(3) Explosion;

(4) Riot or Civil Commotion; or

(5) Aircraft.

t. Paved, Turf, Synthetic or Composite Surfaces

You may extend the insurance provided by this Coverage Form to apply to the paved, turf, synthetic or composite surfaces of your outdoor playgrounds, tennis courts, running tracks or other outdoor athletic fields or recreational areas.

The loss or damage must be caused by or resulting from a Covered Cause of Loss; however, no coverage is provided for loss or damage caused by freezing and thawing or by vehicles.

The most we will pay for loss or damage under this Extension is $100,000 in any one occurrence.

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u. Personal Computers, Communication Equipment, EDP Equipment, Electronic Data or Media

You may extend the insurance that applies to Your Business Personal Property to apply to your personal computers, communications equipment, electronic data processing equipment, electronic data or media. This Extension includes the property of others that you hold in any capacity, or for which you are responsible.

(1) Coverage under this Extension extends to the following: personal computers, communications equipment, electronic data processing and word processing equipment, including their component parts, all if installed within 1,000 feet of the described premises;

(a) Personal computers means computers, printers, scanners, modems and related peripheral equipment;

(b) Communications equipment means:

(i) Voice communication systems including telephones and telephone switchgear, operating programs and related software, voice terminals, telephone circuit packs and other such equipment and component parts whose function is the transmission of voice communication; or

(ii) Facsimile machines, Photostat machines, photocopy machines, including all-in-one printer-fax-scanner-copy machines; or

(iii) Radio and television equipment, including their antennas, satellite dishes, masts, towers and lead-in wiring; or

(iv) Video cassette recorders and DVD players; or

(v) Emergency sirens, horns and traffic control override devices that are permanently installed. Coverage for these items applies at or away from the described premises anywhere in the Coverage Territory.

(c) Electronic data means information, facts or computer programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment. The term computer programs, referred to in the foregoing description of electronic data, means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve or send data. This paragraph does not apply to your "stock" of prepackaged software; and

(d) Media for use with **(a)** above on which the data is stored.

(e) A virus, harmful code or similar instruction introduced into or enacted on a computer system (including electronic data) or a network to which it is connected, designed to damage or destroy any part of the system or disrupt its normal operation. But there is no coverage for loss or damage caused by or resulting from manipulation of a computer system (including electronic data) by any employee, including a temporary or leased employee, or by an entity retained by you or for you to inspect, design, install, modify, maintain, repair or replace that system.

(2) We will not cover the following kinds of equipment, data or media:

(a) Any data or media for which duplicates or replacements do not exist; or

(b) Property rented or leased to others while away from the described premises.

(3) Payment for loss under this Extension will be determined as follows:

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(a) Personal Computers, Communication Equipment and EDP Equipment. We will pay the least of the following amounts:

(i) The cost of reasonably restoring that property to its condition immediately before the loss or damage; or

(ii) The cost of replacing that property with identical property.

However, when repair or replacement with identical property is not possible, we will pay the cost to replace that property with similar property capable of performing the same functions and purpose, at an amount that is necessary to repair or replace the lost or damaged property, plus 25% for upgraded replacement cost valuation.

If not repaired or replaced, the property will be valued at its actual cash value.

(b) Electronic Data. We will pay up to the actual cost incurred of reproducing the data.

(c) Media. We will pay to repair or replace the media with material of the same kind and quality.

To the extent that electronic data or media is not replaced or restored, the loss will be valued at the cost of replacement of the media on which the electronic data was stored, with blank media of substantially identical type.

(4) The following exclusions contained in Section **C — Exclusions** do not apply to this Extension:

(a) Exclusion **1.e.** (Utility Services);

(b) Exclusion **2.a.** (Artificially generated electric current);

(c) Exclusion **2.d.(6)** (Mechanical breakdown); and

(d) Exclusion **2.d.(7)** (Dampness or dryness of atmosphere, changes in or extremes of temperature, and marring or scratching).

(5) The most we will pay under this Extension is $250,000 in any one occurrence; however,

(a) If the lost or damaged equipment, electronic data or media:

(i) Is lost or damaged while in transit or on a vehicle, or

(ii) Is a laptop computer, including its portable accessories, owned by you that is used by your employees, elected or appointed officials, or volunteers at a location away from the described premises,

the most we will pay is $10,000 in any one occurrence.

Our payment of loss or damage to property of others will only be for the account of the owner of the property.

v. Personal Effects

You may extend the insurance that applies to Your Business Personal Property to apply to Personal Effects owned by your employees, your elected or appointed officials, or your volunteers.

This Extension applies to Personal Effects located in or on the building described in the Declarations, or in the open (or in a vehicle) within 1,000 feet of the described premises. The most we will pay for loss or damage to Personal Effects under this Extension is $25,000 for personal property for any one person at each covered location, subject to an occurrence limit of $50,000.

This coverage does not apply to any personal effects or property of others which are covered elsewhere in this policy or by any other insurance. Our payment for loss or damage under this Coverage Extension for Personal Effects will only be for the account of the owner of the property.

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w. Portable Irrigation Equipment

You may extend the insurance that applies to this Coverage Form to apply to your portable irrigation equipment such as water reels. The most we will pay for loss or damage to such Portable Irrigation Equipment is $5,000 at each covered location, subject to an occurrence limit $25,000.

x. Property in Transit

This Extension applies only to Your Business Personal Property to which this form applies.

(1) You may extend the insurance provided by this Coverage Form to apply to Your Business Personal Property in transit more than 1,000 feet from the described premises. Property must be in or on a motor vehicle you own, lease or operate while between points in the "coverage territory".

(2) The coverage provided by the Coverage Extension Extra Expense and Business Income is extended to apply to your personal property in transit, at the limit provided under this Coverage Extension for Property in Transit.

(3) Loss or damage must be caused by or result from one of the following causes of loss:

(a) Fire, lightning, explosion, windstorm or hail, riot or civil commotion, or vandalism.

(b) Vehicle collision, upset or overturn. Collision means accidental contact of your vehicle with another vehicle or object. It does not mean your vehicle's contact with the roadbed.

(c) Theft by forced entry into a securely locked body or compartment of the vehicle. There must be visible marks of the forced entry.

The exclusions for Earth Movement and Water under this coverage form do not apply to this Extension.

The Additional Condition, Coinsurance, does not apply to this Extension.

The most we will pay for the loss or damage under this Extension is $100,000 in any one occurrence.

y. Property Off-Premises

You may extend the insurance provided by this Coverage Form to apply to your Covered Property, other than "stock" or Accounts Receivables, that is temporarily at a location you do not own, lease or operate. This Extension does not apply to Covered Property while located in or on a vehicle.

The most we will pay for loss or damage under this Extension is $100,000 in any one occurrence.

z. Retaining Walls and Other Outdoor Walls

You may extend the insurance provided by this Coverage Form to cover direct physical loss or damage to retaining walls or other outdoor walls, such as climbing walls, not attached to your building.

We will pay up to $10,000 in any one occurrence to apply at each described premises.

This Coverage Extension does not apply to physical loss or damage caused by tree or plant roots, freezing, thawing, normal deterioration, collapse, or as a result of damage by vehicles or other motorized conveyances.

aa. Sign Coverage

You may extend the insurance that applies to this Coverage Form to apply to your signs at or within 1,000' of the described premises, inside or outside, whether or not attached to buildings or structures.

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We will pay up to $25,000 under this Coverage Extension.

bb. Spoilage

You may extend the insurance provided by this Coverage Form to insure against direct physical loss or damage to "perishable stock" caused by or resulting from the Causes of Loss Breakdown or Contamination or Power Outage.

We will pay up to $25,000 under this Coverage Extension.

As respects coverage for Spoilage under this Coverage Extension, Covered Property means "perishable stock" owned by you or by others that is in your care, custody or control while located at:

(1) A described premises in the Declarations; or

(2) The premises of a cold storage warehouse; or

(3) The premises of a consignee.

"Perishable stock" means personal property that is:

i. Maintained under controlled conditions for preservation; and

ii. Susceptible to loss or damage if the controlled conditions change.

Breakdown or Contamination means:

i. A change in temperature or humidity resulting from mechanical breakdown or failure of refrigeration, cooling or humidity control apparatus or equipment, but only while such equipment or apparatus is at the described premises; and

ii. Contamination by the refrigerant.

Power Outage means a change in temperature or humidity resulting from complete or partial interruption of electrical power, on or off premises, due to a Covered Cause of Loss.

The following Exclusions apply to this Coverage Extension – Spoilage. We will not pay for loss or damage due to:

(1) Disconnection of any refrigeration, cooling or humidity control system from its power source;

(2) Deactivation of electrical power caused by the manipulation of any switch or other device used to control the flow of electrical power or current;

(3) The inability to provide sufficient power due to an electric utility company or other power source experiencing a lack of fuel or by governmental order;

(4) The inability of a power source at the described premises to provide sufficient power due to lack of generating capacity to meet demand;

(5) Breaking of any glass that is a permanent part of any refrigeration, cooling or humidity control unit;

(6) Earth Movement;

(7) Government Action;

(8) Nuclear, Biological, Chemical Hazard;

(9) Pathogenic or Poisonous Biological or Chemical Material;

(10) War and Military Action, whether declared or undeclared;

(11) Water.

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cc. Theft Damage to Non-Owned Buildings

You may extend the insurance provided by this Coverage Form to apply to the ensuing costs you incur to repair damages to that part of a building that you occupy but do not own, if;

(1) The damages resulted directly from theft; and

(2) You assume responsibility for such damages under a lease agreement that was executed prior to the theft.

The most we will pay under this Extension for loss or damage is $50,000 in any one occurrence.

dd. Underground Sprinkler Systems

You may extend the insurance that applies to Building coverage to apply to your underground sprinkler system piping and related component parts that are at or within 1,000' of the described premises. This Extension does not:

(1) Increase the Building limit shown in the Declarations;

(2) Apply to golf course locations; or

(3) Apply to loss or damage caused by tree or plant roots, freezing, thawing, normal deterioration, rust, sinkholes, or collapse.

ee. Unnamed Locations

You may extend the insurance provided under this Coverage Form to apply to your Covered Property, **a.** Building, to apply at a location not on file with the Company.

The most we will pay under this Extension is $250,000 in any one occurrence. This extension does not apply to vacant, unoccupied, historic, condemned or tax take-over properties.

ff. Utility Services – Direct Damage

You may extend the insurance provided for Covered Property to apply to loss or damage caused by the interruption of any of the following services to the described premises. The interruption must result from direct physical loss or damage by a Covered Cause of Loss to the following property not on the described premises:

(1) Water Supply Services, including pumping stations and water mains supplying water to the described premises;

(2) Communication Supply Services, including telephone, radio, microwave or television services supplying communication to the described premises, including but not limited to:

(a) Communication transmission lines, including fiber optic transmission lines;

(b) Coaxial cables; and

(c) Microwave radio relays, except satellites.

Communication Supply Services do not include overhead transmission lines.

(3) Power Supply Services, including services that supply electricity, steam or gas to the described premises, including:

(a) Utility generating plants;

(b) Switching stations;

(c) Substations;

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(d) Transformers; and

(e) Transmission lines.

Power Supply Services do not include overhead transmission lines.

The most we will pay under this Extension is $50,000 in any one occurrence.

gg. Utility Services – Time Element

You may extend your coverage for Business Income and/or Extra Expense to apply to a "suspension" of "operations" at the described premises caused by an interruption in utility service to that premises. The interruption in utility service must result from direct physical loss or damage by a Covered Cause of Loss to the utility service located outside of a covered building at a described premises in the Declarations.

This Coverage Extension – Utility Services – Time Element does not apply to Business Income and/or Extra Expense related to interruption in utility service which causes loss or damage to Electronic Data, including its destruction or corruption. The term Electronic Data has the meaning set forth under the Additional Coverage, Personal Computers, EDP Equipment, Electronic Data or Media provided under this Coverage Form.

Utility Services mean the following types of property:

(1) Water Supply Services, including pumping stations and water mains;

(2) Communication Supply Services, including telephone, radio, microwave or television services supplying communication to the described premises, including but not limited to:

(a) Communication transmission lines, including fiber optic transmission lines;

(b) Coaxial cables; and

(c) Microwave radio relays, except satellites.

Communication Supply Services do not include overhead transmission lines.

(3) Power Supply Services, including services that supply electricity, steam or gas to the described premises, including:

(a) Utility generating plants;

(b) Switching stations;

(c) Substations;

(d) Transformers; and

(e) Transmission lines.

Power Supply Services do not include overhead transmission lines.

The most we will pay under this Coverage Extension – Utility Services – Time Element is $50,000. This limit is part of, and not in addition to, the limit provided for Business Income and/or Extra Expense applicable to the described premises.

We will only pay for loss you sustain after the first 24 hours following the direct physical loss or damage to the utility service property to which the Coverage Extension applies.

hh. Valuable Papers and Records — Cost of Research (Other than Electronic Data)

You may extend the insurance that applies to Your Business Personal Property to apply to your costs to research, replace or restore the lost information on lost or damaged valuable papers and records, for which duplicates do not exist. This Extension applies to your valuable papers and

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records located in the building described in the Declarations or within 1,000 feet of the described premises. The most we will pay under this Extension is $250,000 in any one occurrence at the described premises. For Valuable Papers and Records that are not at the described premises, the most we will pay under this Extension is $50,000.

Our payment under this Extension includes the cost of blank material for reproducing the records (whether or not duplicates exist), and (when there is a duplicate) for the cost of labor to transcribe or copy the records. The costs of blank material and labor are subject to the applicable Limit of Insurance on Your Business Personal Property and therefore coverage of such costs is not additional insurance.

SECTION B — OPTIONAL VALUATIONS

If shown in the Declarations, the following **Optional Valuations** apply separately to each property item.

1. Agreed Value

If Agreed Value is shown as the Value Option in the Declarations as applying to covered property, we will pay no more for loss of or damage to that covered property than the proportion that the Limit of Insurance under this Coverage Form for that covered property bears to the Agreed Value shown for it in the Declarations.

2. Inflation Guard

a. The Limit of Insurance for property to which this Optional Coverage applies will automatically increase by the annual percentage shown in the Declarations.

b. The amount of increase will be:

(1) The Limit of Insurance that applied on the most recent of the policy inception date, the policy anniversary date, or any other policy change amending the Limit of Insurance, times

(2) The percentage of annual increase shown in the Declarations, expressed as a decimal (example: 8% is .08), times

(3) The number of days since the beginning of the current policy year or the effective date of the most recent policy change amending the Limit of Insurance, divided by 365.

Example:

If:

The applicable Limit of Insurance is	$100,000
The annual percentage increase is	8%
The number of days since the beginning of the policy year (or last policy change) is	146
The amount of increase is $100,000 x .08 x 146 ÷ 365	$3,200

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3. Replacement Cost

a. Replacement Cost, without deduction for depreciation, replaces Actual Cash Value in the Valuation Loss Condition of this Coverage Form if shown on the Declarations for covered property.

b. You may make a claim for loss or damage covered by this insurance on an actual cash value basis instead of on a replacement cost basis. In the event you elect to have loss or damage settled on an actual cash value basis, you may still make a claim for the additional coverage this Optional Coverage provides if you notify us of your intent to do so within 180 days after the loss or damage.

c. We will not pay on a replacement cost basis for any loss or damage:

(1) Until the lost or damaged property is actually repaired or replaced; and

(2) Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage.

d. We will not pay more for loss or damage on a replacement cost basis than the least of **(1), (2)** or **(3),** subject to **e.** below:

(1) The Limit of Insurance applicable to the lost or damaged property;

(2) The cost to replace, on the same premises, the lost or damaged property with other property:

(a) Of comparable material and quality; and

(b) Used for the same purpose; or

(3) The amount you actually spend that is necessary to repair or replace the lost or damaged property.

If a building is rebuilt at a new premises, the cost described in **d.(2)** above is limited to the cost which would have been incurred if the building had been rebuilt at the original premises.

e. The cost of repair or replacement does not include the increased cost attributable to enforcement of any ordinance or law regulating the construction, use or repair of any property.

SECTION C — EXCLUSIONS

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

a. Ordinance or Law

Except as provided under the Coverage Extensions, the enforcement of any ordinance or law:

(1) Regulating the construction, use or repair of any property; or

(2) Requiring the tearing down of any property, including the cost of removing its debris.

This exclusion, Ordinance or Law, applies whether the loss results from:

(1) An ordinance or law that is enforced even if the property has not been damaged; or

(2) The increased costs incurred to comply with an ordinance or law in the course of construction, repair, renovation, remodeling or demolition of property, or removal of its debris, following a physical loss to that property.

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b. Earth Movement

(1) Any earth movement (other than sinkhole collapse), such as earthquake, landslide, mine subsidence or earth sinking, rising or shifting. But if earth movement results in fire or explosion, we will pay for the loss or damage caused by that fire or explosion.

(2) Volcanic eruption, explosion or effusion. But if volcanic eruption, explosion or effusion results in fire, building glass breakage or volcanic action, we will pay for the loss or damage caused by that fire, building glass breakage or volcanic action.

Volcanic action means direct loss or damage resulting from the eruption of a volcano when the loss or damage is caused by:

(a) Airborne volcanic blast or airborne shock waves;

(b) Ash, dust or particulate matter; or

(c) Lava flow.

All volcanic eruptions that occur within any 168 hour period will constitute a single occurrence.

Volcanic action does not include the cost to remove ash, dust or particulate matter that does not cause direct physical loss or damage to the described property.

c. Electronic Vandalism

Any loss or damage caused directly or indirectly by Electronic Vandalism. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss. Electronic Vandalism means:

(1) Willful or malicious destruction of computer programs, content, instructions or other electronic or digital data stored within computer systems.

(2) Unauthorized computer code or programming that:

(a) Deletes, distorts, corrupts or manipulates computer programs, content, instructions or other electronic or digital data, or otherwise results in damage to computers or computer systems or networks to which it is introduced;

(b) Replicates itself, impairing the performance of computers or computer systems or networks; or

(c) Gains remote control access to data and programming within computers or computer systems or networks to which it is introduced, for uses other than those intended for authorized users of the computers or computer systems or networks.

With respect to any activity that comes within the terms of the War and Military Action Exclusion and involves Electronic Vandalism, the War and Military Action Exclusion supersedes this Electronic Vandalism Exclusion. With respect to any activity that comes within the terms of the Terrorism Exclusion and involves Electronic Vandalism, the Terrorism Exclusion supersedes this Electronic Vandalism Exclusion.

d. Governmental Action

Seizure or destruction of property by order of governmental authority.

But we will pay for loss or damage caused by or resulting from acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread, if the fire would be covered under this Coverage Form.

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e. "Fungus", Wet Rot, Dry Rot And Bacteria

Presence, growth, proliferation, spread or any activity of "fungus", wet or dry rot or bacteria.

But if "fungus", wet or dry rot or bacteria results in a "specified cause of loss", we will pay for the loss or damage caused by that "specified cause of loss".

This exclusion does not apply:

(1) When "fungus", wet or dry rot or bacteria results from fire or lightning; or

(2) To the extent that coverage is provided in the Additional Coverage – Limited Coverage For "Fungus", Wet Rot, Dry Rot And Bacteria with respect to loss or damage by a cause of loss other than fire or lightning.

Exclusions **1.a.** through **1.i.** apply whether or not the loss event results in widespread damage or affects a substantial area.

f. Nuclear Hazard

Nuclear reaction or radiation, or radioactive contamination, however caused.

With respect to any activity that comes within the terms of the War and Military Action Exclusion and involves nuclear reaction or radiation, or radioactive contamination, the War and Military Action Exclusion supersedes this Nuclear Hazard Exclusion.

g. Utility Services

Except as provided under the Coverage Extensions, the failure of power or other utility service supplied to the described premises, however caused, if the failure occurs away from the described premises. Failure includes lack of sufficient capacity and reduction in supply.

But if the failure of power or other utility service results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.

h. War and Military Action

(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:

i. By any government or sovereign power (de jure or de facto), or by any authority maintaining or using military, naval or air forces;

ii. By military, naval or air forces; or

iii. By an agent of any such government, power, authority or forces.

(2) Invasion, insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating or defending against such an occurrence.

Any discharge, release, explosion or use of any chemical or biological agent, or any weapon or device of war employing nuclear fission or fusion, will be conclusively presumed to be such a hostile or warlike action by such a government, power, authority or forces.

With respect to any action that comes within the terms of this War and Military Action Exclusion and:

(a) Involves nuclear reaction or radiation, or radioactive contamination, this War and Military Action Exclusion supersedes the Nuclear Hazard Exclusion.

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(b) Involves a discharge, dispersal, seepage, migration, release, escape or application of any pathogenic or poisonous biological or chemical materials, this War and Military Action Exclusion supersedes the Pathogenic or Poisonous Biological or Chemical Materials Exclusion.

(c) Involves Electronic Vandalism as defined in the Electronic Vandalism Exclusion, this War and Military Action Exclusion supersedes the Electronic Vandalism Exclusion.

(d) Comes within the terms of the Terrorism Exclusion, this War and Military Action Exclusion supersedes the Terrorism Exclusion.

i. Water

(1) Flood, waves, tides, tidal waves, overflow of any body of water, or their spray, all whether driven by wind or not; or

(2) Mudslide or mudflow.

But if water, as described in **i.(1)** and **i.(2)** results in fire, explosion or sprinkler leakage, we will pay for the loss or damage caused by that fire, explosion or sprinkler leakage.

2. Additional Exclusions:

We will not pay for loss or damage caused by or resulting from any of the following:

a. Artificially generated electric current, including electric arcing, that disturbs, disrupts or interferes with any electrical devices, systems, networks, appliances or wires.

But if artificially generated electric current results in fire, we will pay for the loss or damage caused by that fire.

b. Delay, loss of use or loss of market.

c. Smoke, vapor or gas from agricultural smudging or industrial operations.

d. (1) Wear and tear;

(2) Rust, corrosion, decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself;

(3) Smog;

(4) Settling, cracking, shrinking or expansion of pavements, foundations, walls, floors, roofs or ceilings;

(5) Nesting or infestation, or discharge or release of waste products or secretions by insects, birds, rodents or other animals;

(6) Mechanical breakdown, including rupture or bursting caused by centrifugal force. But if mechanical breakdown results in elevator collision, we will pay for the loss or damage caused by that elevator collision; or

(7) The following causes of loss or damage to personal property:

(a) Dampness or dryness of atmosphere;

(b) Changes in or extremes of temperature; or

(c) Marring or scratching.

But if an excluded cause of loss that is listed in **2.d.(1)** through **2.d.(7)** results in a “specified cause of loss” or building glass breakage, we will pay for the loss or damage caused by that “specified cause of loss” or building glass breakage.

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e. Explosion of steam boilers, steam pipes, steam engines or steam turbines owned or leased by you, or operated under your control. But if explosion of steam boilers, steam pipes, steam engines or steam turbines results in fire or combustion explosion, we will pay for the loss or damage caused by that fire or combustion explosion. We will also pay for loss or damage caused by or resulting from the explosion of gases or fuel within the furnace of any fired vessel or within the flues or passages through which the gases of combustion pass.

f. Continuous or repeated seepage or leakage of water that occurs over a period of 14 days or more.

g. Water, other liquid, powder or molten material that leaks or flows from plumbing, heating, air conditioning or other equipment (except fire protective systems) caused by or resulting from freezing, unless:

(a) You do your best to maintain heat in the building or structure; or

(b) You drain the equipment and shut off the supply if the heat is not maintained.

h. Dishonest or criminal act by you, any of your employees (including leased or temporary employees), elected or appointed officials, directors, trustees, authorized representatives or anyone to whom you entrust the property for any purpose:

(a) Acting alone or in collusion with others; or

(b) Whether or not occurring during the hours of employment.

This exclusion does not apply to acts of destruction by your employees (including leased employees); but theft and loss or damage caused by or resulting from vehicles you own or which are operated by employees (including leased or temporary employees) is not covered.

i. Voluntary parting with any property by you or anyone else to whom you have entrusted the property if induced to do so by any fraudulent scheme, trick, device or false pretense*.*

j. Mysterious disappearance of property or an inventory shortage.

k. Rain, snow, ice, hail or sleet to personal property in the open.

l. Collapse, except as provided in the Additional Coverage for Collapse. But if collapse results in a Covered Cause of Loss at the described premises, we will pay for the loss or damage caused by that Covered Cause of Loss.

m. Discharge, dispersal, seepage, migration, release or escape of "pollutants" unless the discharge, dispersal, seepage, migration, release or escape is itself caused by any of the "specified causes of loss". But if the discharge, dispersal, seepage, migration, release or escape of "pollutants" results in a "specified cause of loss," we will pay for the loss or damage caused by that "specified cause of loss".

3. Exclusions, Except for Resulting Covered Cause Of Loss:

We will not pay for loss or damage caused by or resulting from any of the following, **3.a.** through **3.c.** But if an excluded cause of loss that is listed in **3.a.** through **3.c.** results in a Covered Cause of Loss, we will pay for loss or damage caused by that Covered Cause of Loss.

a. Weather conditions. But this exclusion only applies if weather conditions contribute in any way with a cause or event excluded in paragraph **1.** above to produce the loss or damage.

b. Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body.

c. Faulty, inadequate or defective:

(1) Planning, zoning, development, surveying, siting;

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(2) Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;

(3) Materials used in repair, construction, renovation or remodeling; or

(4) Maintenance;

of part or all of any property on or off the described premises.

4. Extra Expense and Business Income Exclusions:

We will not pay for:

a. Any Extra Expense, or increase of Business Income loss, caused by or resulting from:

(1) Delay in rebuilding, repairing or replacing the property or resuming "operations," due to interference at the location of the rebuilding, repair or replacement by strikers or other persons; or

(2) Suspension, lapse or cancellation of any license, lease or contract. But if the suspension, lapse or cancellation is directly caused by the suspension of "operations," we will cover such loss that affects your Business Income during the "period of restoration."

b. Any other consequential loss.

5. Accounts Receivable and "Valuable Papers and Records" Exclusions:

The following exclusions apply to the Accounts Receivable and "Valuable Papers and Records" Coverage Extensions:

a. We will not pay for loss or damage caused by or resulting from electrical or magnetic injury, disturbance or erasure of electronic recordings that is caused by or results from:

(1) Programming errors or faulty machine instructions;

(2) Faulty installation or maintenance of data processing equipment or component parts;

But we will pay for direct loss or damage caused by lightning.

b. Applicable to "Valuable Papers and Records" only:

We will not pay for loss or damage caused by or resulting from errors or omissions in processing or copying. But we will pay for direct loss or damage caused by resulting fire or explosion.

c. Applicable to Accounts Receivable only:

We will not pay for:

(1) Loss or damage caused by or resulting from alteration, falsification, concealment or destruction of records of accounts receivable done to conceal the wrongful giving, taking or withholding of "money," "securities" or other property;

(2) Loss or damage caused by or resulting from bookkeeping, accounting or billing errors or omissions;

(3) Any loss or damage that requires any audit of records or any inventory computation to prove its factual existence.

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SECTION D — LIMITATIONS

The following Limitations apply to all policy forms and endorsements, unless otherwise stated.

1. We will not pay for loss of or damage to property, as described and limited in this section. In addition, we will not pay for any loss that is a consequence of loss or damage as described and limited in this section.

a. Steam boilers, steam pipes, steam engines or steam turbines caused by or resulting from any condition or event inside such equipment. But we will pay for loss of or damage to such equipment caused by or resulting from an explosion of gases or fuel within the furnace of any fired vessel or within the flues or passages through which the gases of combustion pass.

b. Hot water boilers or other water heating equipment caused by or resulting from any condition or event inside such boilers or equipment, other than an explosion.

c. Property that is missing, where the only evidence of the loss or damage is a shortage disclosed on taking inventory, or other instances where there is no physical evidence to show what happened to the property.

d. Gutters and downspouts caused by or resulting from weight of snow, ice or sleet.

e. Property that has been transferred to a person or to a place outside the described premises on the basis of unauthorized instructions.

2. We will not pay for loss of or damage to the following types of property unless caused by the "specified causes of loss" or building glass breakage:

a. Valuable papers and records, such as books of account, manuscripts, abstracts, drawings, card index systems, film, tape, disc, drum, cell or other data processing, recording or storage media, and other records.

b. Animals, and then only if they are killed or their destruction is made necessary.

c. Fragile articles such as glassware, statuary, marbles, chinaware and porcelains, if broken. This restriction does not apply to:

(1) Glass that is part of a building or structure;

(2) Containers of property held for sale; or

(3) Photographic or scientific instrument lenses.

3. The special limit shown for each category, **a.** through **d.** below**,** is the total limit for loss of or damage to all property in that category. The special limit applies to any one occurrence of theft, regardless of the types or number of articles that are lost or damaged in that occurrence. The special limits are:

a. $5,000 for furs, fur garments and garments trimmed with fur.

b. $2,500 for jewelry, watches, watch movements, jewels, pearls, precious and semi-precious stones, bullion, gold, silver, platinum and other precious alloys or metals. This limit does not apply to jewelry and watches worth $100 or less per item.

c. $5,000 for bullion, gold, silver, platinum and other precious alloys or metals.

d. $250 for stamps, tickets and letters of credit.

These special limits are part of, not in addition to, the Limit of Insurance applicable to the Covered Property.

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4. We will not pay the cost to repair any defect to a system or appliance from which water, other liquid, powder or molten material escapes. But we will pay the cost to repair or replace damaged parts of fire extinguishing equipment if the damage:

a. Results in discharge of any substance from an automatic fire protection system; or

b. Is directly caused by freezing.

However, this limitation does not apply to the Extra Expense and Business Income Coverage Extension.

5. The Coverage Extension for Extra Expense and Business Income does not apply to the following:

a. When a "suspension" of "operations" is caused by destruction or corruption of electronic data, or any loss or damage to electronic data; or

b. When action is taken to avoid or minimize a "suspension" of "operations" caused by destruction or corruption of electronic data, or any loss or damage to electronic data;

except as provided under the Additional Coverage, Interruption of Computer Operations.

SECTION E — LIMITS OF INSURANCE

The most we will pay for loss or damage in any one "occurrence" is the applicable Limit of Insurance shown in the Declarations.

The limits applicable to the Coverage Extensions and the Fire Department Service Charge and Pollutant Clean Up and Removal Additional Coverages are in addition to the Limits of Insurance.

Payments under the following Additional Coverages will not increase the applicable Limit of Insurance:

1. Preservation of Property;

2. Spoilage;

3. Collapse*;*

4. Utility Service – Direct Damage;

5. Water Damage, Other Liquid, Powder or Molten Material Damage; or

6. Debris Removal; but if:

a. The sum of direct physical loss or damage and debris removal expense exceeds the Limit of Insurance; or

b. The debris removal expense exceeds the amount payable under the 25% limitation in the Debris Removal Additional Coverage;

we will pay up to an additional $25,000 for each location in any one occurrence under the Debris Removal Additional Coverage; or

c. Limited coverage for "Fungus", Wet Rot, Dry Rot and Bacteria.

SECTION F — DEDUCTIBLE

We will not pay for loss or damage in any one "occurrence" until the amount of loss or damage exceeds the Deductible shown in the Declarations. We will then pay the amount of loss or damage in excess of the Deductible, up to the applicable Limit of Insurance, after any deduction required by the Coinsurance condition or the Agreed Value Optional Coverage.

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When the "occurrence" involves loss to more than one item of Covered Property and more than one Limit of Insurance applies, the Deductible will reduce the total amount of loss payable if loss to at least one item is less than the sum of (1) the Limit of Insurance applicable to that item plus (2) the Deductible.

Example No. 1:

(This example assumes there is no coinsurance penalty.)

Deductible:	$250
Limit of Insurance - Bldg. 1:	$60,000
Limit of Insurance - Bldg. 2:	$80,000
Loss to Bldg. 1:	$60,100
Loss to Bldg. 2:	$90,000

The amount of loss to Bldg. 1 ($60,100) is less than the sum ($60,250) of the Limit of Insurance applicable to Bldg. 1 plus the Deductible.

The Deductible will be subtracted from the amount of loss in calculating the loss payable for Bldg. 1:

$60,100	
-250	
$59,850	Loss Payable - Bldg. 1

The Deductible applies once per occurrence and therefore is not subtracted in determining the amount of loss payable for Bldg. 2. Loss payable for Bldg. 2 is the Limit of Insurance of $80,000.

Total amount of loss payable: $59,850 + 80,000 = $139,850.

Example No. 2:

(This example, too, assumes there is no coinsurance penalty.)

The Deductible and Limits of Insurance are the same as those in Example No. 1.

Loss to Bldg. 1:	$70,000	(exceeds Limit of Insurance plus Deductible)
Loss to Bldg. 2:	$90,000	(exceeds Limit of Insurance plus Deductible)
Loss Payable - Bldg. 1:	$60,000	(Limit of Insurance)
Loss Payable - Bldg. 2:	$80,000	(Limit of Insurance)
Total amount of loss payable:	$140,000	

SECTION G — COMMERCIAL PROPERTY CONDITIONS

The following conditions apply in addition to the Common Policy Conditions and the Commercial Property and Inland Marine Conditions:

1. LOSS CONDITIONS

a. Vacancy

(1) Description of Terms

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(a) As used in this Vacancy Condition, the term building and the term vacant have the meanings set forth in **(a)(i)** and **(a)(ii)** below:

(i) When this policy is issued to a tenant, and with respect to that tenant's interest in Covered Property, building means the unit or suite rented or leased to the tenant. Such building is vacant when it does not contain enough business personal property to conduct customary operations.

(ii) When this policy is issued to the owner of a building, building means the entire building. Such building is vacant when 70% or more of its square footage:

a. Is not rented; or

b. Is not used to conduct customary operations.

(b) Buildings under construction or renovation are not considered vacant.

(2) Vacancy Provisions

If the building where loss or damage occurs has been vacant for more than 120 consecutive days before that loss or damage occurs:

(a) We will not pay for any loss or damage caused by any of the following even if they are Covered Causes of Loss:

(i) Vandalism;

(ii) Sprinkler leakage, unless you have protected the system against freezing;

(iii) Building glass breakage;

(iv) Water damage;

(v) Theft; or

(vi) Attempted theft.

(b) With respect to Covered Causes of Loss other than those listed in **(2)(a)(i)** through **(2)(a)(vi)** above, we will reduce the amount we would otherwise pay for the loss or damage by 15%.

b. Valuation

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

(1) At actual cash value as of the time of loss or damage, except as provided in **(2), (3), (4), (5),**and **(6)** below.

(2) If the Limit of Insurance for Building satisfies the Additional Condition, Coinsurance, and the cost to repair or replace the damaged building property is $2,500 or less, we will pay the cost of building repairs or replacement. Any increased cost attributable to enforcement of any ordinance or law regulating the construction, use or repair of any property is not covered and may not be included within the cost of building repairs or replacement.

The following property will be valued at the actual cash value even when attached to the building:

(a) Awnings or floor coverings;

(b) Appliances for refrigerating, ventilating, cooking, dishwashing or laundering; or

(c) Outdoor equipment or furniture.

(3) "Stock" you have sold but not delivered at the selling price less discounts and expenses you otherwise would have had.

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(4) Glass at the cost of replacement with safety glazing material if required by law. In addition, our payment for glass will include lettering, ornamentation, or alarm tape or wire, that was attached to the glass at the time of covered loss or damage.

(5) Tenant's Improvements and Betterments at:

(a) Actual cash value of the lost or damaged property if you make repairs promptly.

(b) A proportion of your original cost if you do not make repairs promptly. We will determine the proportionate value as follows:

(i) Multiply the original cost by the number of days from the loss or damage to the expiration of the lease; and

(ii) Divide the amount determined in **(i)** above by the number of days from the installation of improvements to the expiration of the lease.

If your lease contains a renewal option, the expiration of the renewal option period will replace the expiration of the lease in this procedure.

(c) Nothing if others pay for repairs or replacement.

(6) Valuable Papers and Records, including those which exist on electronic or magnetic media (other than prepackaged software programs), at the cost of:

(a) Blank materials for reproducing the records; and

(b) Labor to transcribe or copy the records when there is a duplicate.

2. ADDITIONAL CONDITIONS

a. Coinsurance

If a Coinsurance percentage is shown in the Declarations, the following condition applies:

(1) We will not pay the full amount of any loss if the value of the Covered Property at the time of loss times the Coinsurance percentage shown for it in the Declarations is greater than the Limit of Insurance for the property.

Instead, we will determine the amount we will pay using the following steps:

(a) Multiply the value of the Covered Property at the time of loss by the Coinsurance percentage;

(b) Divide the Limit of Insurance of the property by the figure determined in step **(a)**;

(c) Multiply the total amount of loss, before the application of any deductible, by the figure determined in step **(b)**; and

(d) Subtract the deductible from the figure determined in step **(c)**.

We will pay the amount determined in step **(d)** or the limit of insurance, whichever is less. For the remainder, you will either have to rely on other insurance or absorb the loss yourself.

Example No. 1 (Underinsurance)

When

The value of the property is:	$250,000
The Coinsurance percentage for it is:	80%
The Limit of Insurance for it is:	$100,000
The deductible is:	$250

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The amount of loss is:	$40,000

Step (1): $250,000 x 80% = $200,000 (the minimum amount of insurance to meet your Coinsurance Requirements)

Step (2): $100,000 ÷ $200,000 = .50

Step (3): $40,000 x .50 = $20,000

Step (4): $20,000 - $250 = $19,750

We will pay no more than $19,750. The remaining $20,250 is not covered.

Example No. 2 (Adequate Insurance)

When

The value of the property is:	$250,000
The Coinsurance percentage for it is:	80%
The Limit of Insurance for it is:	$200,000
The deductible is:	$250
The amount of loss is:	$40,000

The minimum amount of insurance to meet your Coinsurance requirement is $200,000 ($250,000 x 80%). Therefore, the Limit of Insurance in this Example is adequate and no penalty applies. We will pay no more than $39,750 ($40,000 amount of loss minus the deductible of $250).

If one Limit of Insurance applies to two or more separate items, this condition will apply to the total of all property to which the limit applies.

Example No. 3

When

The value of the property is:	
Bldg. at Location No. 1	$75,000
Bldg. at Location No. 2	$100,000
Personal Property at Location No. 2	$75,000
	$250,000
The Coinsurance percentage for it is:	90%
The Limit of Insurance for Buildings and Personal Property at Location Nos. 1 and 2 is:	$180,000
The Deductible is:	$1,000
The amount of loss is:	
Bldg. at Location No. 2	$30,000
Personal Property at Location No. 2	$20,000
	$50,000

Step (1): $250,000 x 90% = $225,000 (the minimum amount of insurance to meet your Coinsurance requirements and to avoid the penalty shown below)

Step (2): $180,000 ÷ $225,000 = .80

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Step (3): $50,000 x .80 = $40,000.

Step (4): $40,000 - $1,000 = $39,000.

We will pay no more than $39,000. The remaining $11,000 is not covered.

b. Mortgage Holders

(1) The term mortgage holder includes trustee.

(2) We will pay for covered loss of or damage to buildings or structures to each mortgage holder shown in the Declarations in their order of precedence, as 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 building or structure.

(4) If we deny your claim because of your acts or because you have failed to comply with the terms of this Coverage Form, the mortgage holder will still have the right to receive loss payment if the mortgage holder:

(a) Pays any premium due under this Coverage Form at our request if you have failed to do so;

(b) Submits a signed, sworn proof of loss within 60 days after receiving notice from us of your failure to do so; and

(c) Has notified us of any change in ownership, occupancy or substantial change in risk known to the mortgage holder.

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

(5) If we pay the mortgage holder for any loss or damage and deny payment to you because of your acts or because you have failed to comply with the terms of this Coverage Form:

(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) 10 days before the effective date of cancellation if we cancel for your nonpayment of premium; or

(b) 30 days before the effective date of cancellation if we cancel for any other reason.

(7) If we elect not to renew this policy, we will give written notice to the mortgage holder at least 10 days before the expiration date of this policy.

c. Other Insurance

If there is other insurance covering the same loss or damage as would be payable under this Coverage Form, the additional insurance provided herein will pay only for the amount of covered loss or damage in excess of the amount due from that other insurance, whether collectible or not.

When this insurance is excess, we will have no duty under this Coverage Form to defend the Insured against any "suit" if any other insurer has a duty to defend the Insured against that "suit." If no other insurer defends, we will undertake to do so, but we will be entitled to the Insured's rights against all those other insurers.

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SECTION H — DEFINITIONS

1. COMMANDEERED PROPERTY

"Commandeered Property" means:

a. personal property of others, except automobiles, that is annexed or requisitioned by civil authority with or without the prior consent of the owner, but only when such personal property is being used in a police, fire or rescue emergency to protect persons or property from injury or damage while in your care, custody or control;

b.

2. COVERAGE TERRITORY

"Coverage Territory" means:

a. The United States of America (including its territories and possessions);

b. Puerto Rico; and

c. Canada.

3. EMPLOYEES

"Employees" are people who work for you in the conduct of your ordinary activities, in return for a salary, wages or commissions. In order to be considered an "employee" a person must be subject to your exclusive direction in the performance of their activities. Contractors and agents are not considered to be "employees".

4. FUNGUS

"Fungus" means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents or by-products produced or released by fungi.

5. MONEY

"Money" means currency, coins, bank notes, bullion, travelers' checks, registered checks and money orders held for sale, or "money" accepted in good faith in the regular course of business of counterfeit United States or Canadian paper currency.

6. PERISHABLE PROPERTY

"Perishable Property" means personal property that is in your care, custody or control, that is:

a. Maintained under controlled conditions for its preservation; and

b. Susceptible to loss or damage if the controlled conditions change.

7. POLLUTANT(S)

"Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to asbestos, lead, PCB (polychlorinated biphenyl), smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

8. SECURITIES

"Securities" means negotiable and non-negotiable instruments or contracts that represent property or obligations to pay "money". Stamps, including revenue stamps, are "securities"; so are tokens and

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tickets. However, stamps are covered only for their face value. “Money” is not considered to be “securities”.

9. SPECIFIED CAUSES OF LOSS

“Specified Causes of Loss” means the following: Fire; lightning; explosion; windstorm or hail; smoke; aircraft or vehicles; riot or civil commotion, including acts of striking employees while occupying the described premises; and looting occurring at the time and place of a riot or civil commotion; vandalism; leakage from fire extinguishing equipment; sinkhole collapse; volcanic action; falling objects; weight of snow, ice or sleet; water damage.

a. Sinkhole collapse means the sudden sinking or collapse of land into underground empty spaces created by the action of water on limestone or dolomite. This cause of loss does not include:

(1) The cost of filling sinkholes; or

(2) Sinking or collapse of land into man-made underground cavities.

b. Falling objects does not include loss or damage to:

(1) Personal property in the open; or

(2) The interior of a building or structure, or property inside a building or structure, unless the roof or an outside wall of the building or structure is first damaged by a falling object.

c. Water damage means accidental discharge or leakage of water or steam as the direct result of the breaking apart or cracking of any part of a system or appliance containing water or steam.

10. STOCK

“Stock” means merchandise held in storage or for sale, raw materials and in-process or finished goods, including supplies used in their packing or shipping.

11. VOLUNTEER WORKER

“Volunteer worker” means a person who is not your “employee”, and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

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COMMERCIAL PROPERTY COVERAGE PART
PUBLIC RISK EQUIPMENT BREAKDOWN
COVERAGE SCHEDULE

POLICY NUMBER: 4630217-03

Equipment Breakdown is subject to the Limits of Insurance shown in the Commercial Property Declarations as applicable to the Public Risk Building and Personal Property Coverage Form, except as specifically shown below.

These coverages apply to all locations covered on the policy, unless otherwise specified.

COVERAGES	LIMITS
Equipment Breakdown Limit	$ 5,000,000
Expediting Expenses	$ 100,000
Hazardous Substances	$ 100,000
Spoilage	$ 100,000
Data Restoration	$ 250,000
Building Ordinance or Law	$100,000
Business Income	$ See Property Supplemental Declarations
Extra Expense and Business Income for Dependent Properties	$ N/A
Extra Expense	$ See Property Supplemental Declarations
Service Interruption	$ N/A

DEDUCTIBLES

Combined, All Coverages	$ 50,000
Direct Coverages	$
Indirect Coverages	$ *or* _____ *hrs.*

COMMERCIAL PROPERTY COVERAGE PART
PUBLIC RISK EQUIPMENT BREAKDOWN
COVERAGE SCHEDULE

POLICY NUMBER: 4630217-03

	or _____ times ADV
Spoilage	$ *or ___% of loss, $ _____ minimum*

OTHER CONDITIONS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PUBLIC RISK EQUIPMENT BREAKDOWN COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART
PUBLIC RISK BUILDING AND PERSONAL PROPERTY COVERAGE FORM

A. The following is added to **SECTION A - COVERAGE, 4. Additional Coverage**:

Additional Coverage - Equipment Breakdown

The term Covered Cause of Loss includes the Additional Coverage Equipment Breakdown as described and limited below.

1. We will pay for direct physical damage to Covered Property that is the direct result of an "accident." As used in this Additional Coverage, "accident" means a fortuitous event that causes direct physical damage to "covered equipment." The event must be one of the following:

a. mechanical breakdown, including rupture or bursting caused by centrifugal force;

b. artificially generated electrical current, including electric arcing, that disturbs electrical devices, appliances or wires;

c. explosion of steam boilers, steam pipes, steam engines or steam turbines owned or leased by you, or operated under your control;

d. loss or damage to steam boilers, steam pipes, steam engines or steam turbines caused by or resulting from any condition or event inside such equipment; or

e. loss or damage to hot water boilers or other water heating equipment caused by or resulting from any condition or event inside such boilers or equipment.

2. Unless otherwise shown in a Schedule, the following coverages also apply to the direct result of an "accident." These coverages do not provide additional amounts of insurance.

a. Expediting Expenses

With respect to your damaged Covered Property, we will pay the reasonable extra cost to:

(1) make temporary repairs; and

(2) expedite permanent repairs or permanent replacement.

The most we will pay for loss or expense under this coverage is $100,000 unless otherwise shown in a Schedule.

b. Hazardous Substances

We will pay for the additional cost to repair or replace Covered Property because of contamination by a "hazardous substance." This includes the additional expenses to clean up or dispose of such property.

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This does not include contamination of "perishable goods" by refrigerant, including but not limited to ammonia, which is addressed in **2.c.(1)(b)** below. As used in this coverage, additional costs mean those beyond what would have been payable under this Equipment Breakdown Coverage had no "hazardous substance" been involved.

The most we will pay for loss, damage or expense under this coverage, including actual loss of Business Income you sustain and necessary Extra Expense you incur, if shown as covered, is $100,000 unless otherwise shown in a Schedule.

c. Spoilage

(1) We will pay:

(a) for physical damage to "perishable goods" due to spoilage;

(b) for physical damage to "perishable goods" due to contamination from the release of refrigerant, including but not limited to ammonia;

(c) any necessary expenses you incur to reduce the amount of loss under this coverage to the extent that they do not exceed the amount of loss that otherwise would have been payable under this coverage.

(2) If you are unable to replace the "perishable goods" before its anticipated sale, the amount of our payment will be determined on the basis of the sales price of the "perishable goods" at the time of the "accident," less discounts and expenses you otherwise would have had. Otherwise our payment will be determined in accordance with the Valuation condition.

The most we will pay for loss, damage or expense under this coverage is $100,000 unless otherwise shown in a Schedule.

d. Data Restoration

We will pay for your reasonable and necessary cost to research, replace and restore lost electronic data.

The most we will pay for loss or expense under this coverage, including actual loss of Business Income you sustain and necessary Extra Expense you incur is $250,000, unless otherwise shown in a Schedule.

e. Service Interruption

(1) Any insurance provided for Business Income, Extra Expense or Spoilage is extended to apply to your loss, damage or expense caused by the interruption of utility services. The interruption must result from an "accident" to equipment, including overhead transmission lines, that is owned by a utility, landlord, a landlord's utility or other supplier who provides you with any of the following services: electrical power, waste disposal, air conditioning, refrigeration, heating, natural gas, compressed air, water, steam, internet access, telecommunications services, wide area networks or data transmission. The equipment must meet the definition of "covered equipment" except that it is not Covered Property.

(2) Unless otherwise shown in a Schedule, Service Interruption coverage will not apply unless the failure or disruption of service exceeds 24 hours immediately following the "accident."

(3) The most we will pay in any "one accident" for loss, damage or expense under this coverage is the applicable limit for Business Income, Extra Expense or Spoilage, except that if a limit is shown in a Schedule for Service Interruption,

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that limit will apply to Business Income and Extra Expense loss under this coverage.

f. Business Income and Extra Expense

Any insurance provided under this policy for Business Income or Extra Expense is extended to the coverage provided by this endorsement.

The most we will pay for loss or expense under this coverage is the applicable limit for Business Income and Extra Expense, unless otherwise shown in a Schedule.

g. Building Ordinance or Law

Any insurance provided under this policy for Building Ordinance or Law is extended to the coverage provided by this endorsement.

The most we will pay for loss, damage or expense under this coverage is the applicable limit for Building Ordinance of Law, unless otherwise shown in a Schedule.

h. Extra Expense and Business Income for "Dependent Properties"

Any insurance provided under this policy for Extra Expense and Business Income for "Dependent Properties" is extended to the coverage provided by this endorsement.

The most we will pay for loss or expense under this coverage is the applicable limit for Extra Expense and Business Income for "Dependent Properties", unless otherwise shown in a Schedule.

B. The following is added to **SECTION C - EXCLUSIONS**:

Equipment Breakdown Exclusions

All exclusions in the Public Risk Building and Personal Property Coverage Form apply except as modified below and to the extent that coverage is specifically provided by this **Additional Coverage Equipment Breakdown**.

1. The following exclusion is modified:

As respects this endorsement only, the paragraph following Exclusion **2.d.** is deleted and replaced with the following:

But if an excluded cause of loss that is listed in **2.d.(1)** through **2.d.(7)** results in an "accident," we will pay for the loss, damage or expense caused by that "accident."

2. The following exclusions are added:

a. We will not pay for loss, damage or expense caused by or resulting from:

(1) your failure to use all reasonable means to protect Covered Property from damage following an "accident";

(2) a hydrostatic, pneumatic or gas pressure test of any boiler or pressure vessel, or an electrical insulation breakdown test of any type of electrical equipment; or

(3) any of the following:

(a) defect, programming error, programming limitation, computer virus, malicious code, loss of electronic data, loss of access, loss of use, loss of functionality or other condition within or involving electronic data of any kind; or

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(b) misalignment, miscalibration, tripping off-line, or any condition which can be corrected by resetting, tightening, adjusting or cleaning, or by the performance of maintenance.

However, if an "accident" results, we will pay for the resulting loss, damage or expense caused by that "accident."

b. With respect to Service Interruption coverage, we will also not pay for an "accident" caused by or resulting from: fire; lightning; windstorm or hail; explosion (except as specifically provided in **A.1.c.** above); smoke; aircraft or vehicles; riot or civil commotion; vandalism; sprinkler leakage; falling objects; weight of snow, ice or sleet; freezing; collapse; flood or earth movement.

c. With respect to Business Income, Extra Expense and Service Interruption coverages, we will also not pay for any increase in loss resulting from an agreement between you and your customer or supplier.

d. We will not pay for any loss or damage to animals.

C. DEDUCTIBLES

The deductible in the Declarations applies unless a separate Equipment Breakdown deductible is shown in a Schedule. If a separate Equipment Breakdown deductible is shown, the following applies.

Only as regards Equipment Breakdown Coverage, **SECTION F - DEDUCTIBLE** is deleted and replaced with the following:

1. Deductibles for Each Coverage

a. Unless the Schedule indicates that your deductible is combined for all coverages, multiple deductibles may apply to any "one accident."

b. We will not pay for loss, damage or expense under any coverage until the amount of the covered loss, damage or expense exceeds the deductible amount indicated for that coverage in the Schedule. We will then pay the amount of loss, damage or expense in excess of the applicable deductible amount, subject to the applicable limit.

c. If deductibles vary by type of "covered equipment" and more than one type of "covered equipment" is involved in any "one accident," only the highest deductible for each coverage will apply.

2. Direct and Indirect Coverages

a. Direct Coverages Deductibles and Indirect Coverages Deductibles may be indicated in the Schedule.

b. Unless more specifically indicated in the Schedule:

(1) Indirect Coverages Deductibles apply to Business Income and Extra Expense loss; and

(2) Direct Coverages Deductibles apply to all remaining loss, damage or expense covered by this endorsement.

3. Application of Deductibles

a. Dollar Deductibles

We will not pay for loss, damage or expense resulting from any "one accident" until the amount of loss, damage or expense exceeds the applicable Deductible shown in the

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Schedule. We will then pay the amount of loss, damage or expense in excess of the applicable Deductible or Deductibles, up to the applicable Limit of Insurance.

b. Time Deductible

If a time deductible is shown in the Schedule, we will not be liable for any loss occurring during the specified number of hours or days immediately following the "accident." If a time deductible is expressed in days, each day shall mean twenty-four consecutive hours.

c. Multiple of Average Daily Value (ADV)

If a deductible is expressed as a number times ADV, that amount will be calculated as follows:

The ADV (Average Daily Value) will be the Business Income (as defined in any Business Income coverage that is part of this policy) that would have been earned during the period of interruption of business had no "accident" occurred, divided by the number of working days in that period. No reduction shall be made for the Business Income not being earned, or in the number of working days, because of the "accident" or any other scheduled or unscheduled shutdowns during the period of interruption. The ADV applies to the Business Income value of the entire location, whether or not the loss affects the entire location. If more than one location is included in the valuation of the loss, the ADV will be the combined value of all affected locations. For purposes of this calculation, the period of interruption may not extend beyond the "period of restoration".

The number indicated in the Schedule will be multiplied by the ADV as determined above. The result shall be used as the applicable deductible.

d. Percentage of Loss Deductibles

If a deductible is expressed as a percentage of loss, we will not be liable for the indicated percentage of the gross amount of loss, damage or expense (prior to any applicable deductible or coinsurance) insured under the applicable coverage. If the dollar amount of such percentage is less than the indicated minimum deductible, the minimum deductible will be the applicable deductible.

D. CONDITIONS

The following conditions are in addition to **SECTION G – COMMERCIAL PROPERTY CONDITIONS** in the Public Risk Building and Personal Property Coverage Form and the Common Policy Conditions.

1. 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 an "accident" to that "covered equipment." This can be done by mailing or delivering a written notice of suspension to:

a. your last known 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" for the period of suspension. But the suspension will be effective even if we have not yet made or offered a refund.

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2. Jurisdictional Inspections

If any property that is "covered equipment" under this endorsement requires inspection to comply with state or municipal boiler and pressure vessel regulations, we agree to perform such inspection on your behalf. We do not warrant that conditions are safe or healthful.

3. Environmental, Safety and Efficiency Improvements

If "covered equipment" requires replacement due to an "accident," we will pay your additional cost to replace with equipment that is better for the environment, safer or more efficient than the equipment being replaced.

However, we will not pay more than 125% of what the cost would have been to replace with like kind and quality. This condition does not increase any of the applicable limits. This condition does not apply to any property to which Actual Cash Value applies.

4. Coinsurance

If a coinsurance percentage is shown in a Schedule for specified coverages, the following condition applies.

We will not pay for the full amount of your loss if the applicable limit is less than the product of the specified coinsurance percentage times the value of the property subject to the coverage at the time of the loss. Instead, we will determine what percentage this calculated product is compared to the applicable limit and apply that percentage to the gross amount of loss. We will then subtract the applicable deductible. The resulting amount, or the applicable limit, is the most we will pay. We will not pay for the remainder of the loss. Coinsurance applies separately to each insured location.

E. The following **DEFINITIONS** are added:

1. "Boilers and vessels" means:

a. Any boiler, including attached steam, condensate and feedwater piping; and

b. Any fired or unfired pressure vessel subject to vacuum or internal pressure other than the static pressure of its contents.

This term does not appear elsewhere in this endorsement, but may appear in a Schedule.

2. "Covered equipment"

a. "Covered equipment" means, unless otherwise specified in a Schedule, Covered Property:

(1) that generates, transmits or utilizes energy, including electronic communications and data processing equipment; or

(2) which, during normal usage, operates under vacuum or pressure, other than the weight of its contents.

b. None of the following is "covered equipment":

(1) structure, foundation, cabinet, compartment or air supported structure or building;

(2) insulating or refractory material;

(3) sewer piping, buried vessels or piping, or piping forming a part of a sprinkler or fire suppression system;

(4) water piping other than boiler feedwater piping, boiler condensate return piping or water piping forming a part of a refrigerating or air conditioning system;

(5) "vehicle" or any equipment mounted on a "vehicle";

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(6) satellite, spacecraft or any equipment mounted on a satellite or spacecraft;

(7) dragline, excavation or construction equipment; or

(8) equipment manufactured by you for sale.

3. **"Hazardous substance"** means any substance that is hazardous to health or has been declared to be hazardous to health by a governmental agency.
4. **"One accident"** means: If an initial "accident" causes other "accidents," all will be considered "one accident." All "accidents" that are the result of the same event will be considered "one accident."
5. **"Perishable goods"** means personal property maintained under controlled conditions for its preservation, and susceptible to loss or damage if the controlled conditions change.
6. **"Production machinery"** means any machine or apparatus that processes or produces a product intended for eventual sale. This includes all component parts of such machine or apparatus.

   This term does not appear elsewhere in this endorsement, but may appear in a Schedule.
7. **"Vehicle"** means, as respects this endorsement only, any machine or apparatus that is used for transportation or moves under its own power. "Vehicle" includes, but is not limited to, car, truck, bus, trailer, train, aircraft, watercraft, forklift, bulldozer, tractor or harvester.

   However, any property that is stationary, permanently installed at a covered location and that receives electrical power from an external power source will not be considered a "vehicle."

The most we will pay for loss, damage or expense under this endorsement arising from any "one accident" is the applicable Limit of Insurance in the Declarations unless otherwise shown in a Schedule. Coverage provided under this endorsement does not provide an additional amount of insurance.

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COMMERCIAL PROPERTY AND INLAND MARINE CONDITIONS

The following conditions apply in addition to the **Common Policy Conditions** and applicable Additional Conditions in the **Building and Personal Property Coverage Form** and the **Inland Marine Coverage Form**:

A. GENERAL CONDITIONS

1. Concealment, Misrepresentation Or Fraud

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

a. This Coverage Form;

b. The Covered Property;

c. Your interest in the Covered Property; or

d. A claim under this Coverage Form.

2. Control Of Property

Any act or neglect of any person other than you beyond your direction or control will not affect this insurance.

The breach of any condition of this Coverage Form at any one or more locations will not affect coverage at any location where, at the time of “loss” or damage, the breach of condition does not exist.

3. 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.

4. Legal Action Against Us

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

a. There has been full compliance with all of the terms of this Coverage Form; and

b. The action is brought within two (2) years after the date on which the direct physical “loss” or damage occurred.

5. Liberalization

If we adopt any revision that would broaden the coverage under this Coverage Form without additional premium within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this Coverage Form.

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6. No Benefit To Bailee

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

7. Other Insurance

a. You may have other insurance subject to the same plan, terms, conditions and provisions as the insurance under this Coverage Form. If you do, we will pay our share of the covered "loss" or damage. Our share is the proportion that the applicable Limit of Insurance under this Coverage Form bears to the Limits of Insurance of all insurance covering on the same basis.

b. If there is other insurance covering the same "loss" or damage, other than that described in **a.** 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.

8. Policy Period, Coverage Territory

Under this Coverage Form:

a. We cover "loss" or damage commencing:

(1) During the policy period shown in the Declarations; and

(2) Within the coverage territory.

b. The coverage territory is:

(1) The United States of America (including its territories and possessions);

(2) Puerto Rico; and

(3) Canada.

9. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us 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:

a. Prior to a "loss" to your Covered Property or Covered Income.

b. After a "loss" to your Covered Property or Covered Income only if, at time of "loss", that party is one of the following:

(1) Someone insured by this insurance;

(2) A business firm:

(a) Owned or controlled by you; or

(b) That owns or controls you; or

(3) Your tenant.

This will not restrict your insurance.

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B. LOSS CONDITIONS

1. Abandonment

There can be no abandonment of any property to us.

2. Appraisal

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

a. Pay its chosen appraiser; and

b. 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.

3. Duties In The Event Of Loss Or Damage

a. You must see that the following are done in the event of "loss" or damage to Covered Property:

(1) Notify the police if a law may have been broken.

(2) Give us prompt notice of the "loss" or damage. Include a description of the property involved.

(3) As soon as possible, give us a description of how, when and where the "loss" or damage occurred.

(4) Take all reasonable steps to protect the Covered Property from further damage and keep a record of your expenses necessary to protect the Covered Property, for consideration in the settlement of the claim. This will not increase the Limit of Insurance. However, we will not pay for any subsequent "loss" or damage resulting from a cause of "loss" that is not a Covered Cause of Loss. Also, if feasible, set the damaged property aside and in the best possible order for examination.

(5) At our request, give us complete inventories of the damaged and undamaged property. Include quantities, costs, values and amount of "loss" claimed.

(6) 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.

(7) Send us a signed, sworn proof of loss containing the information we request to investigate the claim. You must do this within 60 days after our request. We will supply you with the necessary forms.

(8) Cooperate with us in the investigation or settlement of the claim.

b. 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

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the claim, including an insured's books and records. In the event of an examination, an insured's answer must be signed.

4. Loss Payment

a. In the event of "loss" or damage covered by this Coverage Form, at our option, we will either:

(1) Pay the value of lost or damaged property;

(2) Pay the cost of repairing or replacing the lost or damaged property; subject to **b.** below;

(3) Take all or any part of the property at an agreed or appraised value; or

(4) Repair, rebuild or replace the property with other property of like kind and quality, subject to **b.** below.

b. The cost to repair, rebuild or replace does not include the increased cost attributable to enforcement of any ordinance or law regulating the construction, use or repair of any property.

c. We will give notice of our intentions within 30 days after we receive the sworn proof of "loss".

d. We will not pay you more than your financial interest in the Covered Property.

e. We may adjust losses with the owners of lost or damaged property if other than you. If we pay the owners, such payments will satisfy your claims against us for the owners' property. We will not pay the owners more than their financial interest in the Covered Property.

f. We may elect at our expense to defend you against suits arising from claims of owners of property.

g. We will pay for covered "loss" or damage within 30 days after we receive the sworn proof of "loss", if you have complied with all of the terms of this Coverage Form and:

(1) We have reached agreement with you on the amount of "loss"; or

(2) An appraisal award has been made.

h. A party wall is a wall that separates and is common to adjoining buildings that are owned by different parties. In settling covered losses involving a party wall, we will pay a proportion of the "loss" to the party wall based on your interest in the wall in proportion to the interest of the owner of the adjoining building. However, if you elect to repair or replace your building and the owner of the adjoining building elects not to repair or replace that building, we will pay you the full value of the "loss" to the party wall, subject to all applicable policy provisions including Limits of Insurance, the Valuation and Coinsurance Conditions and all other provisions of this Loss Payment Condition. Our payment under the provisions of this paragraph does not alter any right of subrogation we may have against any entity, including the owner or insurer of the adjoining building, and does not alter the terms of the Transfer Of Rights Of Recovery Against Others To Us Condition in this policy.

5. Common Deductible

If a single occurrence involves property coverage under both the Property Coverage Form and the Inland Marine Coverage Form, only the largest applicable deductible will apply.

6. Pairs or Sets

a. In event of ""loss"" or damage to any part of a pair or set, we may:

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(1) Repair or replace any part to restore the pair or set to its value before the "loss" or damage; or

(2) Pay the difference between the value of the pair or set before and after the ""loss"" or damage.

b. In event of "loss" or damage to any part of Covered Property consisting of several parts when complete, we will only pay for the value of the lost or damaged part.

7. Recovered Property

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

8. Reinstatement Of Limit After Loss

The Limit of Insurance will not be reduced by the payment of any claim, except for total "loss" or damage of a scheduled item, in which event we will refund the unearned premium on that item.

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EARTHQUAKE AND VOLCANIC ERUPTION ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART
BUILDING AND PERSONAL PROPERTY COVERAGE FORM

A. When this endorsement is attached to the Building and Personal Property Coverage Form, the terms Coverage Part and Coverage Form in this endorsement are replaced by the term Policy.

B. This endorsement applies to the Covered Property and Coverages for which an Earthquake – Volcanic Eruption Limit of Insurance is shown in the Declarations.

C. Additional Covered Causes Of Loss

1. The following are added to the Covered Causes Of Loss:

a. Earthquake.

b. Volcanic Eruption, meaning the eruption, explosion or effusion of a volcano.

All Earthquake shocks or Volcanic Eruptions that occur within any 168-hour period will constitute a single Earthquake or Volcanic Eruption. The expiration of this policy will not reduce the 168-hour period.

2. If the Declarations indicate that this endorsement covers Earthquake - Sprinkler Leakage Only, then the Covered Causes of Loss in Paragraph **C.1.** of this endorsement do not apply, and the following apply instead:

a. Sprinkler Leakage resulting from Earthquake.

b. Sprinkler Leakage resulting from Volcanic Eruption. Volcanic Eruption means the eruption, explosion or effusion of a volcano.

All Earthquake shocks or Volcanic Eruptions that occur within any 168-hour period will constitute a single Earthquake or Volcanic Eruption. The expiration of this policy will not reduce the 168-hour period.

D. Exclusions, Limitations And Related Provisions

1. The Exclusions and Limitation(s) sections of the Building and Personal Property Coverage Form apply to coverage provided under this endorsement, except as provided in **D.2.** and **D.3.** below.

2. To the extent that the Earth Movement Exclusion might conflict with coverage provided under this endorsement, the Earth Movement Exclusion does not apply.

3. The exclusion of collapse, in the Building and Personal Property Coverage Form, does not apply to collapse caused by Earthquake or Volcanic Eruption.

4. The Additional Coverage – Collapse, in the Building and Personal Property Coverage Form, does not apply to the coverage provided under this endorsement. This endorsement includes coverage for collapse caused by Earthquake or Volcanic Eruption.

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5. We will not pay for loss or damage caused directly or indirectly by tidal wave or tsunami, even if attributable to an Earthquake or Volcanic Eruption.

6. We will not pay for loss or damage caused by or resulting from any Earthquake or Volcanic Eruption that begins before the inception of this insurance.

7. The Ordinance Or Law Exclusion in this Coverage Part continues to apply with respect to any loss under this Coverage Part including any loss under this endorsement, unless Ordinance Or Law Coverage is added by endorsement.

8. We will not pay for loss of or damage to exterior masonry veneer (except stucco) on wood frame walls caused by or resulting from Earthquake or Volcanic Eruption. The value of such veneer will not be included in the value of Covered Property or the amount of loss when applying the Property Damage Deductible applicable to this endorsement.

This limitation, **D.8.,** does not apply if:

a. The Declarations indicate that the "Including Masonry Veneer" option applies or the premises description in the Declarations specifically states "Including Masonry Veneer"; or

b. Less than 10% of the total outside wall area is faced with masonry veneer (excluding stucco).

9. Under this Coverage Part, as set forth under Property Not Covered in the Coverage Form to which this endorsement is attached, land is not covered property, nor is the cost of excavations, grading, backfilling or filling. Therefore, coverage under this endorsement does not include the cost of restoring or remediating land.

E. Property Damage Deductible

1. The provisions of Section **E.2.** of this endorsement are applicable to all Coverage Forms except as respects Business Income and Extra Expense Coverage as provided for in the Building and Personal Property Coverage Form.

2. The Deductible, if any, in this Coverage Part is replaced by the following with respect to Earthquake and Volcanic Eruption:

a. All Policies

(1) The Deductible provisions apply to each Earthquake or Volcanic Eruption.

(2) Separate Deductibles are calculated for, and apply to, each building, personal property at each building and personal property in the open. Deductibles are separately calculated and applied even if:

(a) Two or more buildings sustain loss or damage;

(b) Personal property at two or more buildings sustains loss or damage; and/or

(c) A building and the personal property in that building sustain loss or damage.

(3) We will not pay for loss or damage until the amount of loss or damage exceeds the applicable Deductible. We will then pay the amount of loss or damage in excess of that Deductible, up to the applicable Limit of Insurance, after any reduction required by any of the following: Coinsurance Condition, Agreed Value Optional Coverage, Additional Condition – Need for Adequate Insurance or Additional Condition – Need for Full Reports.

(4) When property is covered under the Coverage Extension for Newly Acquired or Constructed Property: In determining the amount, if any, that we will pay for loss or damage, we will deduct an amount equal to a percentage of the value of the property at time of loss. The applicable percentage for Newly Acquired or Constructed Property is the highest percentage shown in the Declarations for any described premises.

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(5) If there is loss or damage caused by Earthquake or Volcanic Eruption, and loss or damage caused by a Cause of Loss (e.g., fire) that is covered by means of an exception to the Earth Movement Exclusion, then the only applicable Deductible provisions are those stated in this endorsement.

b. Calculation Of The Deductible – Specific Insurance Other Than Builders Risk

(1) Property Not Subject To Value Reporting Forms

In determining the amount, if any, that we will pay for loss or damage, we will deduct an amount equal to a percentage (as shown in the Declarations, concerning the Earthquake – Volcanic Eruption Deductible) of the Limit of Insurance applicable to the property that has sustained loss or damage.

(2) Property Subject To Value Reporting Forms

In determining the amount, if any, that we will pay for loss or damage, we will deduct an amount equal to a percentage (as shown in the Declarations, concerning the Earthquake – Volcanic Eruption Deductible) of the value of the property that has sustained loss or damage. The value to be used is the latest value shown in the most recent Report of Values on file with us.

However:

(a) If the most recent Report of Values shows less than the full value of the property on the report dates, we will determine the deductible amount as a percentage of the full value as of the report dates.

(b) If the first Report of Values is not filed with us prior to loss or damage, we will determine the deductible amount as a percentage of the applicable Limit of Insurance.

c. Calculation Of The Deductible – Blanket Insurance Other Than Builders Risk

(1) Property Not Subject To Value Reporting Forms

In determining the amount, if any, that we will pay for loss or damage, we will deduct an amount equal to a percentage (as shown in the Declarations, concerning the Earthquake – Volcanic Eruption Deductible) of the value of the property that has sustained loss or damage. The value to be used is that shown in the most recent Statement of Values on file with us.

(2) Property Subject To Value Reporting Forms

In determining the amount, if any, that we will pay for property that has sustained loss or damage, we will deduct an amount equal to a percentage (as shown in the Declarations, concerning the Earthquake – Volcanic Eruption Deductible) of the value of that property as of the time of loss or damage.

d. Calculation Of The Deductible – Builders Risk Insurance

(1) Builders Risk Other Than Reporting Form

In determining the amount, if any, that we will pay for property that has sustained loss or damage, we will deduct an amount equal to a percentage (as shown in the Declarations, concerning the Earthquake – Volcanic Eruption Deductible) of the actual cash value of that property as of the time of loss or damage.

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(2) Builders Risk Reporting Form

In determining the amount, if any, that we will pay for loss or damage, we will deduct an amount equal to a percentage (as shown in the Declarations, concerning the Earthquake – Volcanic Eruption Deductible) of the value of the property that has sustained loss or damage. The value to be used is the actual cash value shown in the most recent Report of Values on file with us.

However:

(a) If the most recent Report of Values shows less than the actual cash value of the property on the report date, we will determine the deductible amount as a percentage of the actual cash value as of the report date.

(b) If the first Report of Values is not filed with us prior to loss or damage, we will determine the deductible amount as a percentage of the actual cash value of the property as of the time of loss or damage.

F. Examples – Application Of Deductible In E.2.:

EXAMPLE #1 – SPECIFIC INSURANCE (E.2.b.(1))

The amount of loss to the damaged building is $60,000.

The value of the damaged building at time of loss is $100,000. The Coinsurance percentage shown in the Declarations is 80%; the minimum Limit of Insurance needed to meet the coinsurance requirement is $80,000 (80% of $100,000).

The **actual** Limit of Insurance on the damaged building is $70,000.

The Deductible is 5%.

Step **(1):** $70,000 ÷ $80,000 = .875

Step **(2):** $60,000 X .875 = $52,500

Step **(3):** $70,000 X 5% = $3,500

Step **(4):** $52,500 – $3,500 = $49,000

The most we will pay is $49,000. The remainder of the loss, $11,000, is not covered due to the Coinsurance penalty for inadequate insurance (steps **(1)** and **(2)**) and the application of the Deductible (steps **(3)** and **(4)**).

EXAMPLE #2 – SPECIFIC INSURANCE (E.2.b.(1))

The amounts of loss to the damaged property are $60,000 (building) and $40,000 (business personal property in building).

The value of the damaged building at time of loss is $100,000. The value of the business personal property in that building is $80,000. The Coinsurance percentage shown in the Declarations is 80%; the minimum Limits of Insurance needed to meet the coinsurance requirement are $80,000 (80% of $100,000) for the building and $64,000 (80% of $80,000) for the business personal property.

The **actual** Limits of Insurance on the damaged property are $80,000 on the building and $64,000 on the business personal property (therefore no Coinsurance penalty).

The Deductible is 10%.

Building

Step **(1):** $80,000 X 10% = $8,000

Step **(2):** $60,000 – $8,000 = $52,000

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Business Personal Property

Step **(1):** $64,000 X 10% = $6,400

Step **(2):** $40,000 – $6,400 = $33,600

The most we will pay is $85,600. That portion of the total loss not covered due to application of the Deductible is $14,400.

EXAMPLE #3 – BLANKET INSURANCE (E.2.c.(1))

The sum of the values of Building #1 ($500,000), Building #2 ($500,000) and Building #3 ($1,000,000), as shown in the most recent Statement of Values on file with us, is $2,000,000.

The Coinsurance percentage shown in the Declarations is 90%; the minimum Blanket Limit of Insurance needed to meet the coinsurance requirement is $1,800,000 (90% of $2,000,000).

The **actual** Blanket Limit of Insurance covering Buildings #1, #2, and #3, shown in the Declarations, is $1,800,000 (therefore no Coinsurance penalty).

Buildings #1 and #2 have sustained damage; the amounts of loss to these buildings are $40,000 (Building #1) and $60,000 (Building #2).

The Deductible is 5%.

Building #1

Step **(1):** $500,000 X 5% = $25,000

Step **(2):** $40,000 – $25,000 = $15,000

Building #2

Step **(1):** $500,000 X 5% = $25,000

Step **(2):** $60,000 – $25,000 = $35,000

The most we will pay is $50,000. That portion of the total loss not covered due to application of the Deductible is $50,000.

EXAMPLE #4 – BLANKET INSURANCE (E.2.c.(1))

The sum of the values of Building #1 ($500,000), Building #2 ($500,000), Business Personal Property at Building #1 ($250,000) and Business Personal Property at Building #2 ($250,000), as shown in the most recent Statement of Values on file with us, is $1,500,000.

The Coinsurance percentage shown in the Declarations is 90%; the minimum Blanket Limit of Insurance needed to meet the coinsurance requirement is $1,350,000 (90% of $1,500,000).

The **actual** Blanket Limit of Insurance covering Buildings #1 and #2 and Business Personal Property at Buildings #1 and #2, shown in the Declarations, is $1,350,000. Therefore there is no Coinsurance penalty.

Building #1 and Business Personal Property at Building #1 have sustained damage; the amounts of loss are $95,000 (Building) and $5,000 (Business Personal Property).

The Deductible is 10%.

Building

Step **(1):** $500,000 X 10% = $50,000

Step **(2):** $95,000 – $50,000 = $45,000

Business Personal Property

Step **(1):** $250,000 X 10% = $25,000

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The loss, $5,000, does not exceed the deductible.

The most we will pay is $45,000. The remainder of the building loss, $50,000, is not covered due to application of the Deductible. There is no loss payment for the business personal property.

G. Business Income And Extra Expense Period Of Restoration

This Section **G.,** is applicable only to the Coverage Forms specified below:

1. Business Income (And Extra Expense) Coverage Form;

2. Business Income (Without Extra Expense) Coverage Form;

3. Extra Expense Coverage Form.

The "period of restoration" definition stated in the Coverage Form, or in any endorsement amending the beginning of the "period of restoration", applies to each Earthquake or Volcanic Eruption. A single Earthquake or Volcanic Eruption is defined in Section **C.** of this endorsement.

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EARTHQUAKE – VOLCANIC ERUPTION COVERAGE SCHEDULE

This endorsement provides supplementary information to be used with the following:

EARTHQUAKE AND VOLCANIC ERUPTION ENDORSEMENT

Description of Premises or Location(s) **Per Schedule On File With Company as of 7/1/2016**

"Including Masonry Veneer" Option o **Yes** þ **No**

Property Damage Deductible $50,000

Earthquake – Sprinkler Leakage Only o

Earthquake – Volcanic Eruption Limit(s) of Insurance The Limit(s) of Insurance shown in Section **A** and/or **B** of this Schedule is an annual aggregate limit(s) for Earthquake and/or Volcanic Eruption. Refer to the Limit Of Insurance Provisions in the Earthquake And Volcanic Eruption Endorsement for an explanation.

A. The Blanket Earthquake Limit applies to all Premises and Locations listed on this page of the Schedule.

Limit of Insurance – Earthquake-Volcanic Eruption **$5,000,000**

Check applicable Covered Property/Coverage(s) for Blanket Limit:

- þ Public Risk Building and Personal Property (AG-PR PR-BPP)
- o Educator's Building and Personal Property (AG-PR ED-BPP)
- o Bldg.
- o BPP
- o BI (CP 00 32)
- o EE (CP 00 50)
- o Other _____

The Blanket Limit does not apply separately to the Premises, Locations, Covered Property or Coverages listed. The Blanket Limit is the most we will pay for all loss or damage to the indicated Covered Property/Coverages at the Premises and Locations listed, subject to all other applicable provisions of the Limit of Insurance section in the Earthquake And Volcanic Eruption Endorsement.

Bldg. = Building; BPP = Business Personal Property; BI = Business Income Coverage Form; EE = Extra Expense Coverage Form

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B. Loss Limit Option:

If the Property Policy is written with a Loss Limit, the Earthquake-Volcanic Eruption Limit(s) of Insurance will apply as selected below as respects the Loss Limit:

Limit of Insurance – Earthquake-Volcanic Eruption **$** _____

o Included Within The Loss Limit

o In Addition To The Loss Limit

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FLOOD COVERAGE SCHEDULE AND ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART
INLAND MARINE COVERAGE PART

FLOOD COVERAGE ENDORSEMENT

Inception Date of Flood Coverage Endorsement 07/01/2016. If no date is shown, the inception date will be the Effective Date of the Coverage Form to which this endorsement is attached.

Note: There is no coverage for a Flood that begins before or within 72 hours after this date. Refer to **B.1.** for additional information.

FLOOD LIMIT OF INSURANCE AND FLOOD COVERAGE SCHEDULE

1. **Single Occurrence Limit – Blanket Limit: $ 5,000,000**

   Annual Aggregate Limit: $ 5,000,000

   Check (x) applicable Covered Property/Coverages for Blanket Limit:

   _X_ Building

   _X_ Personal Property

   ___ Extra Expense / Business Income

   ___ Other (Describe) _____

   The Blanket Limit does not apply separately to the Locations, Covered Property or Coverages. The Blanket Limit is the most we will pay for all loss or damage to the Covered Property at the Locations shown on the most recent Schedule of Values on file with Company, unless otherwise stated, and is subject to all other applicable provisions of the Limit of Insurance in this Flood Coverage Endorsement.

2. **Per Location Limit Per Schedule** (If a separate Limit of Insurance is shown in the Schedule for a particular Covered Property, that Covered Property should not be included under a Blanket Limit.)

   Annual Aggregate Limit: **$** _____

   If Per Location Limit Per Schedule applies, the coverage provided by this endorsement applies only to those locations identified in the **Schedule**:

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SCHEDULE

Total Flood Limit of Insurance	Location Deductible (if any)	Location Address	Building Limit	Personal Property Limit	EE / Business Income Limit
$					
$					
$					
$					
$					
$		**At any unscheduled location**			

Flood Per Occurrence Deductible: $50,000

No-Coinsurance Option

Other Flood Insurance, If Any (Identify Insurer and Policy Number):

Primary (NFIP): _____

Other: _____

Underlying Insurance Waiver - Check (x) if Underlying Insurance Waived _____

Note: Refer to paragraph **3. Other Insurance** under **Section B. ADDITIONAL CONDITIONS** for explanation of this option.

A. FLOOD COVERAGE

1. **Covered Property** is described in the Coverage Form to which this endorsement is attached as respects those locations identified for Flood Coverage as shown with a Limit of Insurance in **1.** or **2.** above.

2. **Property Not Covered**

   Property Not Covered, in the Coverage Form(s) to which this endorsement is attached, is amended and supplemented as follows with respect to Flood Coverage:

   a. Property Not Covered includes any property (other than property in transit) that is located within:

   (Must check (x) either "100 year flood plain" or "500 year flood plain". The "500 year flood plain" includes the "100 year flood plain".)

   (X) the "100 year flood plain", or

   ( ) the "500 year flood plain", or

   ( ) Zone D

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as determined by the Federal Emergency Management Agency (FEMA).

b. Property Not Covered includes any building or other property that is not eligible for flood insurance pursuant to the provisions of the Coastal Barrier Resources Act, 16 U.S.C. 3501 *et seq.* and the Coastal Barrier Improvement Act of 1990, Pub. L. 101-591, 16 U.S.C. 3501 *et seq.*

c. Property Not Covered includes boat houses and open structures, and any property in or on the foregoing, if the structure is located on or over a body of water.

d. If bulkheads, pilings, piers, wharves, docks, or retaining walls that are not part of a building, have been removed from Property Not Covered and added as Covered Property, this Flood Coverage Endorsement does not apply to such property.

e. The following are removed from Property Not Covered and are therefore Covered Property for Flood:

i. Foundations below the lowest basement floor or the subsurface of the ground; and

ii. Underground pipes, flues and drains.

3. Additional Covered Causes of Loss is added:

Flood, meaning a general and temporary condition of partial or complete inundation of normally dry land areas due to:

a. The overflow of inland or tidal waters;

b. The unusual or rapid accumulation or runoff of surface waters from any source; or

c. Mudslides or mudflows which are caused by flooding as defined in **3.b.** above. For purpose of this Covered Cause of Loss, a mudslide or mudflow involves a river of liquid and flowing mud on the surface of normally dry land areas as when earth is carried by a current of water and deposited along the path of the current.

All flooding in a continuous or protracted event will constitute a single flood.

4. Exclusions, Limitation and Related Provisions

a. The Exclusions, Limitations, Terms and Conditions of the Coverage Form(s) to which this endorsement is attached apply to coverage provided under this endorsement except as follows:

i. To the extent that a part of the Water Exclusion might conflict with coverage provided under this endorsement, that part of the Water Exclusion does not apply.

ii. To the extent that a tsunami causes the overflow of tidal waters, the exclusion of earthquake, in the Earth Movement Exclusion, does not apply.

b. The following exclusions and limitations are added and apply to coverage provided by this endorsement:

i. Loss Prior to Inception: We will not pay for any loss or damage caused by or resulting from any Flood that begins before or within 72 hours after the inception date of this endorsement. If you request and we provide an increase in the stated Limit of Insurance for Flood, the increase will not apply to loss or damage from any Flood that begins before or within 72

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hours after your request was made.

If the Flood is due to the overflow of inland or tidal waters, then the flood is considered to begin when the water first overflows its banks.

ii. Landslide: We will not pay for loss or damage caused by or resulting from destabilization of land rising from the accumulation of water in subsurface land areas.

iii. Other Land Exclusions: Under the Property Coverage Part, as set forth under Property Not Covered in the Coverage Form to which this endorsement is attached, land is not covered property, nor is the cost of excavations, grading, backfilling or filling. Therefore, coverage under this endorsement does not include the cost of restoring or remediating land due to the collapse or sinking of land caused by or resulting from Flood.

Exception to Exclusion:

However, coverage under this endorsement includes damage to the covered portions of the building and to covered personal property, caused by collapse or sinking of land along the shore of a body of water as the result of erosion or undermining caused by waves or currents of water which exceed the cyclical levels and cause Flood.

iv. Sewer Back-Up or Overflow - Flood

We will not pay for loss or damage caused by sewer back-up or overflow unless such back-up or overflow results from Flood and occurs within 72 hours after the flood recedes.

The Limit of Insurance for Flood is shown in **1.** or **2.** of the above Flood Coverage Schedule and Endorsement. If such limit is not shown, then the Limit applicable to Fire also applies to Flood.

5. Additional Coverages and Coverage Extensions

a. Debris Removal

With respect to Flood Coverage, the Debris Removal Additional Coverage (and any additional limit for Debris Removal) is not applicable and is replaced by the following:

(1) We will pay your expense to remove debris of Covered Property and other debris that is on the premises of a Covered Location, when such debris is the direct result of a Covered Cause of Loss listed in paragraph **A.3.** above.

However, we will not pay to remove mud or earth from the grounds of any location.

(2) Also, we will pay to remove the debris of Covered Property which has floated from or been hurled off a Covered Location by Flood.

The Additional Coverage Debris Removal does not increase the applicable limit of insurance for Flood. Therefore, the most we will pay for the total debris removal and loss or damage to Covered Property is the Limit of Insurance for Flood that applies to Covered Property at the affected Covered Location covered under this endorsement.

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b. Newly Acquired Property

With respect to Flood coverage, the Coverage Extension for Newly Acquired Property is amended by adding the following:

(1) With respect to Flood Coverage, this Coverage Extension does not apply to any building or structure that is not fully enclosed by walls and roof.

(2) With respect to a building or structure covered under this Coverage Extension, the amounts of coverage stated in the Coverage Extension do not apply to Flood Coverage. Instead, the most we will pay for all loss or damage to property covered under this Coverage Extension is 10% of the total of all Limits of Insurance for Flood Coverage as provided under this endorsement. Such coverage does not increase the Limit of Insurance for Flood.

c. Additional Coverages and Coverage Extensions – Flood

With respect to any applicable Additional Coverages and Coverage Extensions in the Coverage Form(s) to which this endorsement is attached, other than those addressed in **5.a.** and **5.b.** above, amounts payable under such other provisions, as set forth therein, do not increase the Limit of Insurance for Flood.

B. ADDITIONAL CONDITIONS

The following Conditions apply in addition to the Common Policy Conditions and the Conditions of the Coverage Form to which this endorsement is attached:

1. Application of Limits of Insurance and Aggregate

Coverage is provided only if a Limit of Insurance is shown under the Flood Limits of Insurance. The Limit of Insurance for Flood is the most we will pay in a single occurrence of Flood for loss or damage caused by the Flood. If there is more than one Flood in a 12-month period (starting with the beginning of the present annual policy period), the most we will pay for the total of all loss or damage sustained during that period of time and caused by Flood is the amount that is identified as the Annual Aggregate for Flood as shown in the Flood Coverage Schedule or the Declarations.

If the Limit of Insurance and the Annual Aggregate amount are the same, or if there is no amount stated as an Annual Aggregate, then the Limit of Insurance is the most we will pay for the total of all loss or damage that is caused by Flood in a 12-month period (starting with the beginning of the present annual policy period), even if there is more than one occurrence of Flood during that period of time. Thus, if the first Flood does not exhaust the applicable Limit of Insurance, then the balance of that Limit is available for a subsequent Flood(s).

If a single occurrence of Flood begins during one annual policy period and ends during the following annual policy period, any Limit of Insurance of Annual Aggregate applicable to the following annual policy period will not apply to that Flood.

2. Deductible

a. The Deductible for coverage provided under this endorsement is the Deductible applicable to Flood as shown in the Flood Coverage Schedule or in the

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Declarations.

b. We will not pay that part of the loss that is attributable to any Deductible(s) in the National Flood Insurance Program (NFIP) Policy.

c. If Flood results in another Covered Cause of Loss and if both Covered Causes of Loss cause loss or damage, then only the higher deductible applies (e.g., the Flood deductible or the Fire deductible).

3. Other Insurance

The Other Insurance Commercial Property and/or Inland Marine Condition is replaced by the following with respect to the coverage provided under this endorsement.

a. If the loss is also covered under a National Flood Insurance Program (NFIP) Policy, or if the property is eligible to be written under an NFIP policy but there is no such policy in effect, then we will pay only for the amount of loss in excess of the maximum limit that can be insured under that policy. This provision applies whether or not the maximum NFIP limit was obtained or maintained, and whether or not you can collect on the NFIP policy. WE will not, under any circumstances, pay more than the applicable Limit of Insurance for Flood as stated in the Flood Coverage Schedule or the Declarations of this Coverage Part.

However, this provision **3.a.** does not apply under the following circumstances:

i. At the time of loss, the property is eligible to be written under an NFIP policy but such policy is not in effect due solely to ineligibility of the property at the time this Flood Coverage Endorsement was written; or

ii. An NFIP policy is not in effect because we have agreed to write this Flood Coverage Endorsement without underlying NFIP coverage. There is such an agreement only if the Flood Coverage Schedule or the Declarations indicate that the Underlying Insurance Waiver applies.

b. If there is other insurance covering the loss, other than that described in **3.a.** above, we will pay our share of the loss. Our share is the proportion that the applicable Limit of Insurance under this endorsement bears to the total of the applicable Limits of Insurance under all other such insurance. But we will not pay more than the applicable Limit of Insurance stated in the Flood Coverage Schedule or the Declarations of this Coverage Part.

4. Ensuing Loss

In the event of covered ensuing loss, for example, loss caused by Fire, Explosion and/or Sprinkler Leakage which results from the Flood, the most we will pay, for the total of all loss or damage caused by flood, fire, explosion and sprinkler leakage, is the Limit of Insurance applicable to Fire. We will **not** pay the sum of the Fire and Flood Limits.

EXAMPLES – ENSUING LOSS

Two examples follow, using these facts: The Commercial Property Coverage Part, in these examples, includes the Building and Personal Property Coverage Form (which covers fire) and this Flood Coverage Endorsement. A building is damaged by Flood and by Fire which is caused by the Flood. The value of the damaged building is $1,000,000. The Limit of Insurance applicable to the building, for the Property Causes

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of Loss, is $800,000. The Limit of Insurance for Flood is $400,000. The Flood Deductible amount is $5,000.

EXAMPLE #1

The damage due to Flood is $500,000. The damage due to Fire is $500,000.

Payment for Flood damage is $400,000 ($500,000 damage minus $5,000 Flood deductible = $495,000; Limit is $400,000).

Payment for Fire damage is $400,000 ($500,000 damage capped at the difference between the Basic Limit and the Flood Limit).

Total Loss Payment is $800,000.

EXAMPLE #2

The damage due to Flood is $800,000. The damage due to Fire is $100,000.

Payment for Flood damage is $400,000 ($800,000 damage minus $5,000 Flood deductible = $795,000; Limit is $400,000).

Payment for Fire damage is $100,000 (amount of damage).

Total Loss Payment is $500,000.

Note: These Examples are given only to illustrate the situation of flood and ensuing loss. Therefore, the loss payment stated for flood damage does not address the situation where another policy also covers the flood damage.

C. DEFINITIONS

The following **Definitions** are added as respects coverage provided by this endorsement:

1. **"100 year flood plain"** means a geographic area where the water surface elevation resulting from a flood has at least a 1% chance of equaling or exceeding the elevation of that geographic area in a given year, according to FEMA. The FEMA designations for such Special Flood Hazard areas currently include A, A1 to A30, A-99, AE, AO, AH, AR, AR/A, AR/AE, AR/A1 to A30, AR/AH, AR/AO, V1 to V30, VE, and XFUT.
2. **"500 year flood plain"** means a geographic area where there is a 0.2% or greater chance of flooding in a given year, according to FEMA. The FEMA designations for such areas currently include B, XB, X500 and on a FEMA Flood Rate Map, shaded X.

   The term "500 year flood plain," as used in this Policy, includes the area that is within the "100 year flood plain".

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VACANT EXCLUSION

This endorsement provides supplementary information to be used with the following:

COMMERCIAL PROPERTY COVERAGE PART
BUILDING AND PERSONAL PROPERTY COVERAGE FORM

The following Optional Coverages do not apply to a vacant location:

1. Agreed Value does not apply;
2. Inflation Guard does not apply;
3. Replacement Cost does not apply;

Additionally, the blanket limit as shown in the Commercial Property Coverage Part Declarations does not apply; location limit(s) are as scheduled elsewhere in this policy;

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NORTH CAROLINA CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART
STANDARD PROPERTY POLICY

A. When this endorsement is attached to the Standard Property Policy **CP 00 99** the term Coverage Part in this endorsement is replaced by the term Policy.

B. The **Legal Action Against Us** Condition is replaced by the following:

LEGAL ACTION AGAINST US

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

1. There has been full compliance with all of the terms of this Coverage Part; and

2. The action is brought within 3 years after the date on which the direct physical loss or damage occurred.

C. Paragraph **d.** of the **Replacement Cost Optional Coverage** is replaced by the following:

d. We will not pay on a replacement cost basis for any loss or damage:

(1) Until the lost or damaged property is actually repaired or replaced:

(a) On the described premises; or

(b) At some other location in the State of North Carolina; and

(2) Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage.

With respect to tenants' improvements and betterments, if covered, the following also apply:

(3) If the conditions in **d.(1)** and **d.(2)** above are not met, the value of tenants' improvements and betterments will be determined as a proportion of your original cost, as set forth in the Valuation Condition of the applicable Coverage Form; and

(4) We will not pay for loss or damage to tenants' improvements and betterments if others pay for repairs or replacement.

The above Provision, **d.,** does not apply to the Standard Property Policy **CP 00 99.**

D. 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. You and we must notify the other of the appraiser selected within 20 days of the written demand for appraisal. The two appraisers will select an umpire. If the appraisers do not agree on the selection of an umpire within 15 days, they must request selection of an umpire 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 the appraised value of the property or amount of loss. If you make a written demand for an appraisal of the loss, each party will:

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a. Pay its chosen appraiser; and

b. Bear the other expenses of the appraisal and umpire equally.

E. The following Condition is added:

TIME PERIOD FOR PERFORMANCE OF CONTRACTUAL OBLIGATIONS

Whenever a state of disaster is proclaimed for the state of North Carolina or for an area within this state in accordance with state law, or whenever a major disaster is declared for North Carolina or an area within this state by the President of the United States under the Stafford Act or its successors, the following provisions apply:

1. If the Covered Property that has sustained loss or damage is located within the geographic area designated in the disaster declaration or proclamation, the time period for your submission of a proof of loss (as set forth in the Duties In The Event Of Loss Or Damage Condition or similar provision in this Coverage Part or in an endorsement attached to this Coverage Part) shall be extended by 45 days or by the number of days the disaster declaration or proclamation remains in effect, whichever number is greater.

2. Except as otherwise provided in Paragraph **1.,** the following applies if you or we reside in or are located in the geographic area designated in the disaster declaration or proclamation:

If this Coverage Part or an endorsement attached to this Coverage Part imposes a time limitation on you or us for performance of a duty or any act (including transmittal of information), and such performance would be required during the time period covered by the declaration or proclamation, your performance and our performance is subject to a deferral period of 30 days. The Commissioner of Insurance may extend such deferral period.

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AMENDATORY ENDORSEMENT – EXTRA EXPENSE AND BUSINESS INCOME

This endorsement modifies insurance provided under the following:

PUBLIC RISK BUILDING AND PERSONAL PROPERTY COVERAGE FORM

Item **(c)** is added to the following paragraph under **SECTION A – COVERAGE, 5. Coverage Extensions, g. Extra Expense and Business Income**:

Coverage provided under this Coverage Extension for **g. Extra Expense and Business Income** does not apply to:

(a) Any loss caused by or resulting from direct physical loss or damage to radio or television antennas (including satellite dishes) or their lead-in wiring, masts or towers; or to communication towers;

(b) Any other consequential loss; or

(c) Any loss caused by or resulting from or related to electric power generation and corresponding distribution.

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AMENDATORY ENDORSEMENT – PROPERTY NOT COVERED

This endorsement modifies insurance provided under the following:

PUBLIC RISK BUILDING AND PERSONAL PROPERTY COVERAGE FORM

SECTION A – COVERAGE, 2. Property Not Covered, j. and **p.** are deleted and replaced with the following:

j. Retaining walls, barriers or dams retaining water, or other outdoor wall structures that are not part of the building described in the Declarations, except as provided in the Coverage Extensions;

p. Overhead or underground transmission and distribution lines, including supporting poles or towers;

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Chicago, IL 60606
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FINE ARTS DECLARATIONS AND COVERAGE FORM "COINSURANCE CONTRACT"

Attached to and made a part of policy number 4630217-03

FINE ARTS DECLARATIONS

DEDUCTIBLE: 50,000

Schedule of Property

Description	Limit of Insurance
Per Schedule on File With Company as of 7-1-2016	**Per Schedule per item**
	$5,438,024 per occurrence

Total $5,438,024

FINE ARTS COVERAGE

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

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

The Conditions contained within this Coverage Form apply in addition to the Commercial Inland Marine Conditions and the Common Policy Conditions.

Other words and phrases that appear in quotation marks have special meaning. Refer to DEFINITIONS section in this Coverage Form.

A. COVERAGE

We will pay for "loss" to Covered Property from any of the Covered Causes of Loss.

1. COVERED PROPERTY

Covered Property means fine arts as scheduled in this Coverage Form Declarations, which is:

a. Your property; and

b. Property of others that is in your care, custody, or control.

2. PROPERTY NOT COVERED

Covered Property does not include:

a. Property on exhibition at fair grounds or on the premises of any national or international exposition;

b. Property that has not been properly packaged;

c. Property held for sale;

d. Contraband or property in the course of illegal transportation or trade; or

e. Land, water, grading or fill.

3. COVERED CAUSES OF LOSS

Covered Causes of Loss means RISKS OF DIRECT PHYSICAL "LOSS" to Covered Property except those causes of "loss" listed in the Exclusions.

4. COVERAGE EXTENSIONS

a. We will pay your expenses for debris removal subject to the following:

(1) We will pay your expense to remove debris of Covered Property caused by or resulting from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us within 180 days of the earlier of:

(a) The date of direct physical loss or damage; or

(b) The end of the policy period.

(2) We will pay up to $5,000 for debris removal expense in any one occurrence when the sum of the direct "loss" and debris removal expense exceeds the applicable Limit of Insurance shown in this Coverage Form Declarations.

(3) This coverage extension for debris removal does not apply to costs to:

(a) Extract "pollutants" from land or water; or

(b) Remove, restore or replace polluted land or water.

b. We will pay your expenses for pollutant clean up and removal subject to the following:

(1) We will pay your expense to extract "pollutants" from land or water if the release, discharge or

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dispersal of the "pollutants" is caused by or results from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us within 180 days of the earlier of:

(a) The date of direct physical "loss" or damage; or

(b) The end of the policy period.

(2) The most we will pay for pollutant clean up and removal 25% of the amount we pay for diect physical “loss” to Covered Property, up to a maximum of $10,000 for the sum of all such expenses occurring during each separate 12-month period commencing with policy inception. This amount is in addition to the applicable Limit of Insurance shown in this Coverage Form Declarations.

B. EXCLUSIONS

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

1. Wear and tear, gradual deterioration, depreciation, dampness or dryness, cold or heat, corrosion, rust, any quality in the property that causes it to damage or destroy itself, hidden or latent defect, “fungus”, rot or bacteria, insects, vermin, moths, rodents or worms.

2. Repairs or Restoration

Repairing, restoration or re-touching of property.

3. Dishonest Acts

Dishonest acts by you, anyone else with an interest in the property, your or their employees or authorized representatives or anyone entrusted with the property, whether or not acting alone or in collusion with other persons or occurring during the hours of employment.

Exceptions to Exclusion:

This exclusion does not apply to acts of destruction by your employees (including leased employees) but theft by such employees is not covered.

But this exclusion does not apply to a carrier for hire or public warehouseman.

4. Unexplained Loss or Mysterious Disappearance or Shortage of Inventory

Unexplained “loss”, mysterious disappearance or shortage found upon taking inventory.

5. Breakage

Breakage of art glass windows, statuary, marble, glassware, bric-a-brac, porcelains and similar fragile articles.

Exception to Exclusion:

But we will pay for such "loss" caused directly by fire, lightning, explosion, earthquake, flood, windstorm, vandalism, aircraft, theft or attempted theft, or accident to conveyance carrying the property.

6. Theft from Vehicles

Theft from any unattended vehicle owned, leased or operated by you unless at the time of theft its windows, doors and compartments were closed and locked and there are visible signs that the theft was the result of forced entry.

7. Inadequate Packing

Inadequate packing of Covered Property for transportation.

8. Governmental Action

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Seizure or destruction of covered property by order of governmental authority.

Exception to Exclusion:

But we will pay for damage or destruction of covered property ordered by governmental authority:

a. Taken at the time of a fire to prevent its spread if the fire would be covered under this Coverage Form; or

b. That is a direct result of a Covered Cause of Loss.

9. Nuclear Hazard

Nuclear reaction or radiation, or radioactive contamination, however caused.

With respect to any activity that comes within the terms of the War and Military Action Exclusion and involves nuclear reaction or radiation, or radioactive contamination, the War and Military Action Exclusion supersedes this Nuclear Hazard Exclusion.

10. War and Military Action

(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:

i. By any government or sovereign power (de jure or de facto), or by any authority maintaining or using military, naval or air forces;

ii. By military, naval or air forces; or

iii. By an agent of any such government, power, authority or forces.

(2) Invasion, insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating or defending against such an occurrence.

Any discharge, release, explosion or use of any chemical or biological agent, or any weapon or device of war employing nuclear fission or fusion, will be conclusively presumed to be such a hostile or warlike action by such a government, power, authority or forces.

With respect to any action that comes within the terms of this War and Military Action Exclusion and:

(a) Involves nuclear reaction or radiation, or radioactive contamination, this War and Military Action Exclusion supersedes the Nuclear Hazard Exclusion.

(b) Involves a discharge, dispersal, seepage, migration, release, escape or application of any pathogenic or poisonous biological or chemical materials, this War and Military Action Exclusion supersedes the Pathogenic or Poisonous Biological or Chemical Materials Exclusion.

(c) Comes within the terms of the Terrorism Exclusion, this War and Military Action Exclusion supersedes the Terrorism Exclusion.

C. LIMITS OF INSURANCE

The most we will pay for "loss" in any one occurrence is the applicable Limit of Insurance shown in this Coverage Form Declarations.

D. DEDUCTIBLE

We will not pay for "loss" in any one occurrence until the amount of the adjusted "loss" exceeds the deductible shown in this Coverage Form Declarations. We will then pay the amount of the adjusted "loss" in excess of the Deductible, up to the applicable Limit of Insurance.

E. ADDITIONAL CONDITIONS

The following conditions apply in addition to the Commercial Property and Inland Marine Conditions and the Common Policy Conditions:

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1. ADDITIONALLY ACQUIRED PROPERTY

If during the policy period you acquire additional fine art items, we will cover such property for the earlier of:

a. 60 days; or

b. the end of the policy period; or

c. cancellation of this Coverage Form.

The most we will pay in a "loss" is the lesser of:

(1) 25% of the total amount of the Schedule shown in the Declarations of this Coverage Form; or

(2) $50,000.

You will report such property to us within 60 days from the date acquired and will pay any additional premium due. If you do not report such property, coverage will cease automatically 60 days after the date the property is acquired.

2. VALUATION

The agreed value of each item of property that is individually listed and described in the Declarations is the applicable Limit of Insurance shown in the Schedule for that item. In the event of total “loss” we will pay the applicable Limit of Insurance (less deductible) for that item.

a. The value of all other Covered Property, including additionally acquired property, will be the least of the following amounts:

(1) the acquisition cost of that property;

(2) the market value of that property;

(3) the amount for which you are liable, if it is the property of another;

(4) the cost of reasonably restoring that property to its condition immediately before “loss" plus any remaining diminution in value caused by the loss or damage; or

(5) the cost of replacing that property with substantially identical property.

However, in the event of a total “loss” of a scheduled fine art item which is part of a pair or set, we will pay the full Limit of Insurance for such pair or set as shown in the Schedule. You will surrender to us the remaining item(s) of the pair or set.

In the event of "loss," the value of property will be determined as of the time of “loss”.

Upon payment of a total “loss” to an item of Covered Property, we are entitled to any salvage recovery.

3. COINSURANCE CONTRACT

All items that are covered but not individually listed and described in the Coverage Form Declarations must be insured for their total value as of the time of “loss” or you will incur a penalty.

The penalty is that we will pay only the proportion of any “loss” to these items that the Limit of Insurance shown in the Declarations for them bears to their total value as of the time of “loss”.

4. PACKING AND UNPACKING

Covered Property will be packed and unpacked by competent packers. We will not pay for “loss” to Covered Property due to improper or inadequate packing.

F. DEFINITIONS

1. “Loss” means accidental loss or damage.

2. “Fungus” means any type or form of fungus, including mold, mildew, yeast, or mushroom and any mycotoxin, spore, scent, waste product, or by-product produced or released by any fungus or metabolism, growth, death or decay of any fungus**.**

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3. **"Pollutants"** means any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to asbestos, lead, PCB (polychlorinated biphenyl), smoke, vapor, soot, fumes, acids, alkalis, chemical and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

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Argonaut Insurance Company
225 W. Washington Street, 24th Floor
Chicago, IL 60606
1-800-422-9120

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTOR'S EQUIPMENT DECLARATIONS
"COINSURANCE CONTRACT"

Attached to and made a part of POLICY NO.: 4630217-03

PREMIUM FOR THIS COVERAGE: $ Included

LIMITS OF INSURANCE:

The most we will pay is:

$6,101,393 in any one "loss" but not more than the Limit of Insurance shown opposite each item described below or in the Schedule attached.

SCHEDULE OF COVERED PROPERTY

Item No.	(Year, Name of Manufacturer, Type, Model, Serial Number)	Limit of Insurance
	Per Schedule On File With Company	$
		$
		$
		$
		$

OPTIONAL COVERAGE applying to Contractor's Equipment coverage:

( ) Valuation Changes
(X) ACV
( ) Replacement Cost
( ) Stated Amount

( ) Borrowed Equipment
$_____ (any one item)

( ) Contingent Leased and Rented
$_____ (any one item)

(X) Leased or Rented Equipment
$75,000 (any one item)

( ) Combination Endorsement
($) Employees' Tools
($) All Employees
($) Any One Employee

( ) Rental Expense
($) Any One Day
($) Any One Policy Year
($) Other

DEDUCTIBLE: $50,000

FORMS AND ENDORSEMENTS: IMCE 401 07 13

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTOR'S EQUIPMENT COVERAGE FORM

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

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

Other words and phrases that appear in quotation marks have special meaning. Refer to paragraphs headed **DEFINITIONS**.

A. COVERAGE

We will pay for "loss" to Covered Property from any of the Covered Causes of Loss.

1. COVERED PROPERTY

Covered Property, used as used in this Coverage Form means:

a. your contractor's equipment and tools;

b. similar property of others in your care, custody or control;

described in the Declarations.

2. PROPERTY NOT COVERED

Covered Property does not mean:

a. any property while in the possession of others under an agreement of sale;

b. blue prints, mechanical drawings, plans or specifications;

c. tires and tubes, unless "loss" is coincidental with other covered "loss";

d. aircraft, watercraft, motor vehicles designed for transporting passengers or freight over the highway;

e. equipment or tools while waterborne, unless Covered Property is on regular ferries or railroad carfloats;

f. property while underground or underwater;

g. contraband, or property in the course of illegal transportation or trade.

3. COVERED CAUSES OF LOSS

Covered Causes of Loss means direct physical "loss" to Covered Property except those causes of "loss" listed in the Exclusions.

4. COVERAGE EXTENSIONS

a. Debris Removal

(1) We will pay your expenses to remove debris of Covered Property caused by or resulting from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us within 180 days of the eariler of:

(a) The date of direct physical loss or damage; or

(b) The end of the policy period.

(2) The most we will pay under this coverage is the lesser of:

(a) 25% of the applicable Limit of Insurance for direct physical loss to Covered Property; or

(b) $25,000.

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The limit of Debris Removal is separate from the Limit of Insurance stated elsewhere in the policy.

The Coinsurance provision, if any, in this policy does not apply to this coverage extension.

(3) This Coverage Extension Coverage does not apply to costs to:

(a) Extract "pollutants" from the land or water; or

(b) Remove, restore or replace polluted land or water.

b. Additionally Acquired Property

We will insure additional equipment items similar to those scheduled, which you buy or lease “long term”, but not beyond:

(1) 60 days from the time which you acquire the equipment; or

(2) the end of the policy period;

whichever occurs first.

The most we will pay in a “loss” under this Coverage Extension is the lesser of:

(1) 25% of the policy loss limit; or

(2) $150,000.

You must report these items to us within sixty (60) days after you obtain them. Premium will be charged from the date of acquisition. If you fail to report new items within the thirty (60) day period coverage will end automatically at the earlier of:

(1) 60 days from the time which you acquire the property; or

(2) the end of the policy period.

The coinsurance Additional Condition does not apply to this Coverage Extension.

TheAdditionally Acquired Property extension of coverage applies only to equipment which you buy or lease on a “long term” basis.

c. Borrowed Equipment

Coverage is extended to cover contractor’s equipment that is similar to other Covered Property borrowed from others, while such property is in your care, custody or control,

We will pay up to a maximum of $100,000 on any one item of such equipment; or the limit shown in the Declarations.

d. Equipment Leased or Rented From Others

Coverage is extended to cover contractor’s equipment and tools, which you lease or rent from others, for a period of less than 12 months, while such property is in your care, custody or control.

The most we will pay for this extension is $100,000 on any one item of equipment; or the limit shown in Declarations.

e. Rental Expense

If a limit is shown in the Declarations for Rental Expense, we will reimburse you up to the limit shown for expenses incurred for the rental of substitute equipment when:

(1) Such rental is made necessary by “loss” to Covered Property as a result of a Covered Cause of Loss; and

(2) You use the substitute equipment to continue, as nearly as practicable, the normal operations on work in progress.

This coverage does not apply when you have suitable (owned or under “long term” lease) substitute equipment available.

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This coverage begins 72 hours from the time and date the “loss” has been reported to us.

Reimbursement is limited to such expense incurred during the period of time that:

(a) Begins 3 “working days” after the direct “loss” has been reported to us; and

(b) Ends when Covered Property could be replaced or restored to service, with reasonable speed, when the claim is paid, or the need no longer exists, whichever first occurs. The expiration date of the policy will not cut short the period of time stated above.

The most we will pay is the actual daily rental expense and total annual amounts shown above.

This limit applies separately from the Limits of Insurance stated in the policy Declarations.

“Working day” means a period of twenty-four (24) consecutive hours of a normally scheduled work day beginning at midnight following the loss.

f. Employees’ Tools

Coverage is extended to cover your employees’ tools. Such tools are covered while at your premises, at a job site, and while in transit to or from job sites in your vehicles.

The most we will pay is:

a. $250 on tools owned by any one employee; or

b. $1,000 on all employees’ tools; or

c. The limit shown in the Declarations.

This limit applies in addition to the Limit of Insurance stated in the policy Declarations.

g. Elimination of Deduction for Depreciation – Partial Loss

In the event of partial loss not exceeding 20% of the Limit of Insurance for the covered item, no deduction for depreciation will be taken in the settlement of the claim.

This extension applies only to items that are less than ten (10) years old.

B. EXCLUSIONS

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

a. Governmental Action

Seizure or destruction of property by order of governmental authority.

But we will pay for acts of destruction ordered by by governmental authority and taken at the time of a fire to prevent its spread if the fire would be covered under this Coverage Form.

b. Nuclear Hazard

Nuclear reaction or radiation, or radioactive contamination, however caused.

With respect to any activity that comes within the terms of the War and Military Action Exclusion and involves nuclear reaction or radiation, or radioactive contamination, the War and Military Action Exclusion supersedes this Nuclear Hazard Exclusion.

c. War and Military Action

(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:

i. By any government or sovereign power (de jure or de facto), or by any authority maintaining or using military, naval or air forces;

ii. By military, naval or air forces; or

iii. By an agent of any such government, power, authority or forces.

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(2) Invasion, insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating or defending against such an occurrence.

Any discharge, release, explosion or use of any chemical or biological agent, or any weapon or device of war employing nuclear fission or fusion, will be conclusively presumed to be such a hostile or warlike action by such a government, power, authority or forces.

With respect to any action that comes within the terms of this War and Military Action Exclusion and:

(a) Involves nuclear reaction or radiation, or radioactive contamination, this War and Military Action Exclusion supersedes the Nuclear Hazard Exclusion.

(b) Involves a discharge, dispersal, seepage, migration, release, escape or application of any pathogenic or poisonous biological or chemical materials, this War and Military Action Exclusion supersedes the Pathogenic or Poisonous Biological or Chemical Materials Exclusion.

(c) Comes within the terms of the Terrorism Exclusion, this War and Military Action Exclusion supersedes the Terrorism Exclusion.

2. We will not pay for a "loss" caused by or resulting from any of the following:

a. Delay, loss of use, loss of market or any other consequential loss.

b. Dishonest acts by:

(1) you, officers, trustees, your employees or authorized representatives;

(2) anyone else with an interest in the property, or their employees or authorized representatives; or

(3) anyone else (other than a “carrier” for hire) to whom you entrust the property.

This exclusion applies whether or not such persons are acting alone or in collusion with other persons or such acts occur during the hours of employment.

c. Unexplained disappearance or shortage found upon taking inventory.

d. Artificially generated current creating short circuit or other electric disturbance within Covered Property. But, we will pay for “loss” caused by resulting fire or explosion.

e. Processing or any work upon property covered.

But, we will pay for “loss” caused by resulting fire or explosion.

3. We will not pay for a "loss" caused by or resulting from any of the following. But if “loss” by a Covered Cause of Loss results, we will pay for that resulting “loss”.

a. Gradual deterioration, hidden or latent defects, any quality in the property that causes it to damage or destroy itself, wear and tear, depreciation, corrosion, rust, dampness, cold or heat;

b. Mechanical breakdown or failure of Covered Property.

C. LIMITS OF INSURANCE

The most we will pay for "loss" in any one occurrence is the applicable Limit of Insurance shown in the Declarations.

D. DEDUCTIBLE

We will pay only the amount of the adjusted "loss" in excess of the Deductible shown on the Declarations, up to the applicable Limit of Insurance.

E. ADDITIONAL CONDITIONS

The following conditions apply to the Commercial Inland Marine Conditions and Common Policy Conditions:

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1. Coverage Territory

We cover Covered Property within:

The states of the United States (excluding Alaska);

Canada.

2. Impairment Of Rights Of Recovery

If you agree before or after a "loss" to waive your rights of recovery against any person or organization responsible for the "loss", we shall not cover your "loss". Nor shall we cover a "loss" when you settle or compromise with others without our consent.

F. VALUATION

1. Coinsurance

You must carry sufficient insurance in order to avoid a penalty at the time of "loss". We will pay only the proportion of any "loss" that the applicable Limits of Insurance in the Schedule bears to 80% of actual cash value of the item(s) involved at the time of "loss". Our payments won't exceed the Limit of Insurance shown in the Schedule for the item.

2. Actual Cash Value

If shown on the Declarations as Actual Cash Value, the Valuation Condition is actual cash value, less depreciation, less deductible, if any.

3. Replacement Cost

If shown on the Declarations as Replacement Cost, the Valuation Condition applies as follows:

In the event of loss or damage covered by this policy, we will determine the value of Covered Property at replacement cost (without deduction for depreciation).

We will not pay more for loss or damage on a replacement cost basis than the least of:

a. The cost to replace the lost or damaged property with other property;

(1) of comparable material and quality; and

(2) used for the same purpose; or

b. The amount you actually spend that is necessary to repair or replace the lost or damaged property.

The words 'replacement cost' are substituted for the words 'actual cash value' in **1.** Coinsurance above.

4. Stated Amount

If shown on the Declarations as Stated Amount, the Valuation Condition applies as follows:

a. For partial losses, we will pay the lesser of:

(1) The actual cash value of that property as of the time and place of the loss; or

(2) The cost of repairing or replacing that property with substantially identical property;

But not exceeding:

(a) The stated amount shown in the current Schedule on file with Company; or

(b) Your purchase price if acquired after the date of the last schedule.

b. For total losses, we will pay:

(1) The stated amount shown in the current Schedule on file with Company; or

(2) Your purchase price if acquired after the date of the last schedule;

which is agreed to be the value of the item.

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Upon payment of a total “loss”, we are entitled to any salvage recovery.

G. DEFINITIONS

1. “Loss” means accidental loss or damage.

2. “Carrier” means a person or organization who provides motor, rail, or air transportation for compensation.

3. “Long Term” means a lease of 12 or more consecutive months.

4. “Pollutant” means any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to asbestos, lead, PCB (polychlorinated biphenyl), smoke, vapor, soot, fumes, acids, alkalis, chemical and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MISCELLANEOUS OR SPECIAL FLOATER COVERAGE

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

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

Other words and phrases that appear in quotation marks have special meaning. Refer to the DEFINITIONS section in this Coverage Form.

A. COVERAGE

We will pay for ""loss" to Covered Property from any of the Covered Causes of Loss.

1. COVERED PROPERTY

Covered Property means property as described in this Coverage Form Declarations, which is:

a. Your property; and

b. Property of others that is in your care, custody or control.

2. PROPERTY NOT COVERED

Covered Property does not include:

a. Accounts, bills, deeds, notes, securities, evidences of debt, letters of credit, tickets, passports, documents, manuscripts, mechanical drawings, valuable papers of any kind, recorded electronic data and media;

b. Money, currency, bullion, gold, silver and other precious metals, diamonds, precious or semi-precious stones, jewelry, furs or fine arts;

c. Property held for sale;

d. Contraband or property in the course of illegal transportation or trade; or

e. Land or water.

3. COVERED CAUSES OF LOSS

Covered Causes of Loss means RISKS OF DIRECT PHYSICAL "LOSS" to Covered Property except those causes of "loss" listed in the Exclusions.

4. COVERAGE EXTENSIONS

a. Debris Removal

(1) We will pay your expenses to remove debris of Covered Property caused by or resulting from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the earlier of:

(a) The date of direct physical "loss"; or

(b) The end of the policy period.

(2) We will pay up to $5,000 for debris removal expense in any one occurrence when the sum of the direct "loss" and debris removal expense exceeds the applicable Limit of Insurance shown in this Coverage Form Declarations.

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(3) This coverage extension for debris removal does not apply to costs to:

(a) Extract "pollutants" from land or water; or

(b) Remove, restore or replace polluted land or water.

b. Pollutant Clean Up and Removal

(1) We will pay your expenses to extract "pollutants" from land or water if the release, discharge or dispersal of the "pollutants" is caused by or results from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the earlier of:

(a) The date of direct physical "loss"; or

(b) The end of the policy period.

(2) The most we will pay under this Coverage Extension is $10,000 for the sum of all such expenses arising out of Covered Causes of Loss occurring during each separate 12-month period of this policy. This amount is in addition to the applicable Limit of Insurance shown in this Coverage Form Declarations.

B. EXCLUSIONS

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

a. Electronic Vandalism

Any loss or damage caused directly or indirectly by Electronic Vandalism. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss. Electronic Vandalism means:

(1) Willful or malicious destruction of computer programs, content, instructions or other electronic or digital data stored within computer systems.

(2) Unauthorized computer code or programming that:

(a) Deletes, distorts, corrupts or manipulates computer programs, content, instructions or other electronic or digital data, or otherwise results in damage to computers or computer systems or networks to which it is introduced;

(b) Replicates itself, impairing the performance of computers or computer systems or networks; or

(c) Gains remote control access to data and programming within computers or computer systems or networks to which it is introduced, for uses other than those intended for authorized users of the computers or computer systems or networks.

With respect to any activity that comes within the terms of the War and Military Action Exclusion and involves Electronic Vandalism, the War and Military Action Exclusion supersedes this Electronic Vandalism Exclusion. With respect to any activity that comes within the terms of the Terrorism Exclusion and involves Electronic Vandalism, the Terrorism Exclusion supersedes this Electronic Vandalism Exclusion

b. Governmental Action

Seizure or destruction of property by order of governmental authority.

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But we will pay for loss or damage caused by or resulting from acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread if the fire would be covered under this Coverage Form.

c. Nuclear Hazard

Nuclear reaction or radiation, or radioactive contamination, however caused.

With respect to any activity that comes within the terms of the War and Military Action Exclusion and involves nuclear reaction or radiation, or radioactive contamination, the War and Military Action Exclusion supersedes this Nuclear Hazard Exclusion.

d. War And Military Action

(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:

i. By any government or sovereign power (de jure or de facto), or by any authority maintaining or using military, naval or air forces;

ii. By military, naval or air forces; or

iii. By an agent of any such government, power, authority or forces.

(2) Invasion, insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating or defending against such an occurrence.

Any discharge, release, explosion or use of any chemical or biological agent, or any weapon or device of war employing nuclear fission or fusion, will be conclusively presumed to be such a hostile or warlike action by such a government, power, authority or forces.

With respect to any action that comes within the terms of this War and Military Action Exclusion and:

(a) Involves nuclear reaction or radiation, or radioactive contamination, this War and Military Action Exclusion supersedes the Nuclear Hazard Exclusion.

(b) Involves a discharge, dispersal, seepage, migration, release, escape or application of any pathogenic or poisonous biological or chemical materials, this War and Military Action Exclusion supersedes the Pathogenic or Poisonous Biological or Chemical Materials Exclusion.

(c) Involves Electronic Vandalism as defined in the Electronic Vandalism Exclusion, this War and Military Action Exclusion supersedes the Electronic Vandalism Exclusion.

(d) Comes within the terms of the Terrorism Exclusion, this War and Military Action Exclusion supersedes the Terrorism Exclusion.

e. Ordinance or Law

The enforcement of any ordinance or law:

(1) Regulating the construction, use or repair of any property; or

(2) Requiring the tearing down of any property, including the cost of removing its debris.

2. We will not pay for loss or damage caused by or resulting from any of the following:

a. Delay, loss of use, loss of market or any other consequential loss.

b. Dishonest or criminal act committed by:

(1) You, any of your partners, employees, directors, trustees, or authorized representatives;

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(2) A manager or a member if you are a limited liability company;

(3) Anyone else with an interest in the property, or their employees or authorized representatives; or

(4) Anyone else to whom the property is entrusted for any purpose.

This exclusion applies whether or not such persons are acting alone or in collusion with other persons or such acts occur during the hours of employment.

This exclusion does not apply to Covered Property that is entrusted to others who are carriers for hire or to acts of destruction by your employees. But theft by employees is not covered.

c. Voluntary parting with any property by you or anyone entrusted with the property if induced to do so by any fraudulent scheme, trick, device or false pretense.

d. Unauthorized instructions to transfer property to any person or to any place.

e. Neglect of an insured to use all reasonable means to save and preserve property from further damage at and after the time of loss.

3. We will not pay for loss or damage caused by or resulting from any of the following. But if loss or damage by a Covered Cause of Loss results, we will pay for the loss or damage caused by that Covered Cause of Loss.

a. Weather conditions. But this exclusion only applies if weather conditions contribute in any way with a cause or event excluded in Paragraph **1.** above to produce the loss or damage.

b. Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body.

c. Faulty, inadequate or defective:

(1) Planning, zoning, development, surveying, siting;

(2) Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;

(3) Materials used in repair, construction, renovation or remodeling; or

(4) Maintenance;

of part or all of any property wherever located.

d. Collapse, including any of the following conditions of property or any part of the property:

(1) An abrupt falling down or caving in;

(2) Loss of structural integrity, including separation of parts of the property or property in danger of falling down or caving in; or

(3) Any cracking, bulging, sagging, bending, leaning, settling, shrinking or expansion as such condition relates to Paragraphs **(1)** or **(2)**.

This exclusion d. does not apply to the extent that coverage is provided under the Additional Coverage – Collapse.

e. Wear and tear, gradual deterioration, depreciation, dampness or dryness, cold or heat, corrosion, rust, any quality in the property that causes it to damage or destroy itself, hidden or latent defect, “fungus”, rot or bacteria, insects, vermin, moths, rodents or worms.

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C. LIMITS OF INSURANCE

The most we will pay for "loss" in any one occurrence:

1. For Covered Property is the applicable Limit of Insurance shown in the Declarations for this Coverage Form;
2. For Coverage Extensions is the Limit of Insurance applicable to a Coverage Extension.

D. DEDUCTIBLE

We will not pay for loss or damage in any one occurrence until the amount of the adjusted loss or damage before applying the applicable Limits of Insurance exceeds the Deductible shown in the Declarations. We will then pay the amount of the adjusted loss or damage in excess of the Deductible, up to the applicable Limit of Insurance.

E. ADDITIONAL CONDITIONS

The following conditions apply in addition to the Commercial Property and Inland Marine Conditions and the Common Policy Conditions:

1. **Coinsurance**

   All Covered Property must be insured for its total value as of the time of "loss" or you will incur a penalty.

   The penalty is that we will pay only the proportion of any "loss" that the Limit of Insurance shown in this Coverage Form Declarations for all Covered Property bears to the total value of all Covered Property as of the time of "loss". If the Covered Property consists of two or more items which are scheduled in this Coverage Form Declarations with a Limit of Insurance applying to each item, this penalty will apply to each item separately.

2. **Impairment of Recovery Rights**

   If by any act or agreement after a "loss" you impair our right to recover from others liable for the "loss", we will not pay you for that "loss".

3. **Labels**

   In the event of "loss" to identifying labels or wrappers, we will pay only the cost of new labels or wrappers

F. VALUATION

The value of property will be the least of the following amounts:

- **a.** The actual cash value of that property;
- **b.** The cost of reasonably restoring that property to its condition immediately before “loss” or damage; or
- **c.** The cost of replacing that property with substantially identical property.

In the event of loss or damage, the value of property will be determined as of the time of “loss” or damage.

G.. DEFINITIONS

1. **“Loss”** means accidental loss or damage.

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2. **"Fungus"** means any type or form of fungus, including mold, mildew, yeast, or mushroom and any mycotoxin, spore, scent, waste product, or by-product produced or released by any fungus or metabolism, growth, death or decay of any fungus.

3. **"Pollutants"** means any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to asbestos, lead, PCB (polychlorinated biphenyl), smoke, vapor, soot, fumes, acids, alkalis, chemical and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTOR'S EQUIPMENT – BOOM EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL INLAND MARINE COVERAGE PART
CONTRACTOR'S EQUIPMENT COVERAGE FORM

The following **Exclusion** is added:

We will not cover "loss" caused by the weight of the load exceeding the lift capacity of any equipment. Such lifting capacity shall be stated in the manufacturer's operating specifications for the operating conditions existing at the time of "loss".

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COMMERCIAL EXCESS LIABILITY POLICY DECLARATIONS

POLICY NO.:4630217-03 RENEWAL: 4630217-02

1. NAMED INSURED AND MAILING ADDRESS

City of Gastonia

P.O. Box 1748

Gastonia, NC 28053

Argonaut Insurance Company
225 West Washington Street, 24th Floor
Chicago, IL 60606

(A Stock Insurance Company)

2. POLICY PERIOD

From 7/1/2016 To 7/1/2017

12:01 A.M. standard time at your mailing address shown above.

3. LIMITS OF EXCESS LIABILITY INSURANCE

EACH OCCURRENCE, OFFENSE, ACCIDENT OR WRONGFUL ACT LIMIT	$4,000,000
ANNUAL AGGREGATE LIMIT (APPLICABLE PER EACH UNDERLYING COVERAGE)	$4,000,000

4. COVERAGE – FOLLOWING FORM EXCESS LIABILITY INSURANCE

FOR APPLICABLE UNDERLYING COVERAGE SEE SCHEDULE OF UNDERLYING COVERAGE

5. FORMS AND ENDORSEMENTS CONTAINED IN THIS POLICY AT ITS INCEPTION:

SEE POLICY FORMS LIST

6. TOTAL PREMIUM **$ Included**

THESE DECLARATIONS, TOGETHER WITH THE COMMERCIAL EXCESS LIABILITY COVERAGE PART AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

COUNTERSIGNED _____ *BY* _____

DATE *AUTHORIZED SIGNATURE*

EXCESS FOLLOWING FORM –
SCHEDULE OF UNDERLYING COVERAGES

Effective date of this Schedule: 7/1/2016
Attached to and forming part of Policy Number: 4630217-03
Issued to: City of Gastonia

CARRIER, POLICY NUMBER AND POLICY PERIOD	TYPE OF COVERAGE RETROACTIVE DATE (IF APPLICABLE)	APPLICABLE LIMITS OF COVERAGE
(a) Argonaut Insurance Company 4630217-03 7/1/2016 to 7/1/2017	General Liability-OCC	Bodily Injury & Property Damage $ 1,000,000 Each Occurrence $ 3,000,000 Each Aggregate
(b) Argonaut Insurance Company 4630217-03 7/1/2016 to 7/1/2017	Business Automobile Liability	Bodily Injury & Property Damage combined single limit $ 1,000,000 Each Accident
(c) Argonaut Insurance Company 4630217-03 7/1/2016 to 7/1/2017	Public Officials Liability-CM Retroactive Date: 1/1/1999	Bodily Injury & Property Damage $ 1,000,000 Each Occurrence $ 3,000,000 Each Aggregate
(d) Argonaut Insurance Company 4630217-03 7/1/2016 to 7/1/2017	Law Enforcement Liability-OCC	$ 1,000,000 Each Wrongful Act $ 3,000,000 Annual Aggregate
(e) Argonaut Insurance Company 4630217-03 7/1/2016 to 7/1/2017	Employment Practices Liability-CM Retroactive Date: 1/1/1999	$ 1,000,000 Each Wrongful Act $ 3,000,000 Annual Aggregate

COMMERCIAL EXCESS LIABILITY POLICY

This liability insurance policy provides excess coverage over scheduled underlying limits of insurance as stated in the **Schedule of Underlying Insurance**.

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

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the Company providing this insurance.

The word "insured" refers to any person or organization which qualifies as such in the "Underlying Insurance".

Other words and phrases which appear in quotation marks have special meaning. Refer to the **DEFINITIONS (SECTION V).**

SECTION I – COVERAGE

1. Insuring Agreement

Subject to the applicable limits of insurance, we will pay those sums that the insured becomes legally obligated to pay as "damages" in excess of all "underlying insurance", but only after all "underlying insurance" has been exhausted by payment of the limits of such insurance.

This insurance is subject to the same terms, conditions, agreements, exclusions and definitions as the "underlying insurance" except with respect to any provisions to the contrary contained in this insurance. No other obligation or liability to pay sums or perform acts or services is covered.

SECTION II - DEFENSE

We will not be obligated to investigate, settle or defend any claim made, or suit brought, or proceedings instituted against you. We will, however, have the right to participate in the investigation, settlement or defense of any suit or proceeding which relates to any occurrence or claim that we feel may create liability on our part under the terms of this policy.

SECTION III - LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below establish the most we will pay under the terms of this insurance regardless of the number of:

- **a.** Insureds;
- **b.** Claims made or suits brought; or
- **c.** Coverages provided under this policy; or
- **d.** Persons or organizations making claims or bringing suits.

2. The Limits of Insurance of this policy will apply as follows:

a. The limit for Each Occurrence, Offense, Accident or Wrongful Act specified in the Declarations is the most we will pay for all “damages” arising out of any one occurrence, offense, accident or wrongful act.

Any amount paid for “damages” arising out of an occurrence, offense, accident or wrongful act will reduce the amount of the applicable aggregate limit of insurance available for payment of “damages” arising out of any other occurrence, offense, accident or wrongful act.

If the applicable aggregate limit of insurance has been reduced by payment of “damages” to an amount that is less than the limit for Each Occurrence, Offense, Accident or Wrongful Act stated in the Declarations, the remaining aggregate limit of insurance is the most that will be available for payment of “damages” arising out of any other occurrence, offense, accident or wrongful act.

b. Subject to paragraph **2.a.** above:

i. If the limits of "underlying insurance" have been reduced by payment of “damages", then this policy will drop down to become immediately excess of the reduced underlying limits.

However when **b.i.** applies, we will not pay that portion of the "damages" that is within the underlying limits of insurance, which the insured has agreed to fund by self-insurance or means other than insurance.

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

SECTION IV – CONDITIONS

1. Appeals

In the event the insured or any other insurer elects not to appeal a judgment in excess of the amount of “underlying insurance", we may elect to do so at our own expense. If we elect to make such an appeal, we will pay, in addition to the applicable limit of liability of this policy, all costs and interest incidental to the appeal.

2. Bankruptcy

In the event of bankruptcy or insolvency of any “underlying insurer”, this policy shall apply as if the “underlying insurance” is valid and collectible.

3. Cancellation

a. The "first named insured" may cancel this policy by mailing or delivering to us advance written notice of cancellation.

b. We may cancel this policy by delivering to the "first named insured" written notice of cancellation at least:

(i) 10 days before the effective date of cancellation if we cancel for non-payment of premium; or

(ii) 30 days before the effective date of cancellation if we cancel for any other reason.

c. We will mail or deliver our notice to the “first named insured" last mailing address known to us.

d. Notice of cancellation will state the reason for cancellation. The policy period will end on that date.

e. If this policy is canceled, we will send the "first named insured" any premium fund 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.

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

4. Duties In The Event Of Incident, Claim Or Suit

a. You must see to it that we are notified as soon as practicable of an incident which may result in a claim to which this policy applies. Notice of an incident is not notice of a claim. Also, to the extent possible, notice should include:

(1) How, when and where the incident took place;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the incident.

b. If the claim is made or suit is brought against any insured, you must:

(1) Promptly record the specifics of the claim or suit and the date received; and

(2) Notify us as soon as practicable.

c. You and any other involved insured must:

(1) Promptly send us copies of any demands, notices, summonses or legal papers received in connection with the claim or suit;

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation or settlement of the claim, or in the defense against the suit;

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this policy may also apply; and

(5) Notify us promptly of any judgment or settlement of any claim or suit brought against any insured.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

5. Legal Action Against Us

As a condition precedent, no legal action may be brought against us unless there has been full compliance with all terms of this policy. In addition, no legal action may be brought against us until we agree in writing that the insured has an obligation to pay or until the amount of that obligation has been finally determined by judgment after trial. No person or organization has any right under this policy to bring us into any action to determine the liability of the insured.

6. Maintenance Of Underlying Insurance

a. You agree to maintain the "underlying insurance" in full force and effect during the policy period of this policy, and to inform us within 60 days of any re-placement of that "underlying insurance" by the same or another insurer. You may not replace the "underlying insurance" without our written consent.

b. You must notify us promptly:

(1) Of any changes to the "underlying insurance". We may adjust our premium accordingly from the effective date of the change to the "underlying insurance".

(2) If any “underlying insurance” is canceled or not renewed and you do not replace it.

c. If you fail to maintain the “underlying insurance,” this policy will respond as if the “underlying insurance” is valid and collectible.

7. Premium Audit

a. The premium for this policy is a flat Premium and is not subject to adjustment unless otherwise indicated in the Declarations.

b. If the premium for this policy is subject to adjustment, the advance premium shown in the Declarations is a deposit premium only. The advance premium is based on the estimated exposure for the policy period shown in the Declarations. At the end of the policy period we will compute the earned premium based on the actual exposures for the policy period. Audit premiums are due and payable upon notice to the “first named insured”. If the earned premium exceeds the sum of the advanced premium and any other premium payments made during the policy period, the “first named insured” we will pay us the additional premium. If the earned premium is less than the sum of the advanced premium and any other premium payments made during the policy period, we will return the unearned portion to the “first named insured”, subject to retention of the minimum premium shown in the Declarations.

c. If the aggregate limits of insurance of this policy are used up prior to the end of the policy period, the premium is fully earned.

d. The “first named insured” must keep records of the information we need for premium computation, and send us copies at such times as we may request.

8. Representations

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

b. Those statements are based upon representations you made to us; and

c. We have issued this policy in reliance upon your representations.

9. Other Insurance

This insurance is excess over any other valid and collectible insurance whether primary, excess, contingent or on any other basis, except other insurance written specifically to be excess over this insurance.

The other insurance will be deemed valid and collectible regardless of any defense asserted by any other insurer because of the insured's failure to comply with the terms of that other insurance.

10. Transfer Of Rights Of Recovery Against Others To Us

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

11. When We Do Not Renew

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

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

SECTION V – DEFINITIONS

1. “First named insured” means the person or organization first named in the Declarations. The “first named insured” is primarily responsible for the payments of all premiums, and will act on behalf of all other insureds for the giving and receiving of notice of cancellation and the receiving of any return premiums that become payable.

2. "Underlying insurance" means the liability insurance provided under the policy or policies shown in the Schedule of Underlying Insurance.

3. “Damages” means money damages.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL EXCLUSIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS COVERAGE PART
COMMERCIAL EXCESS LIABILITY POLICY

If excluded below, this insurance does not apply to “bodily injury”, “property damage”, “personal and advertising injury”, or “wrongful act” arising out of:

EXCLUSION APPLIES	EXCLUSION DOES NOT APPLY	
T	£	Abuse or Molestation; 1. The actual or threatened abuse or molestation by anyone of any person, or 2. The negligent: a. Employment; b. Investigation; c. Supervision; d. Reporting to the proper authorities, or failure to so report; or e. Retention of a person for whom any insured is or ever was legally responsible and whose conduct would be excluded by paragraph 1. above
T	£	Corporal Punishment; 1. The use of reasonable force to protect persons or property; or 2. Corporal punishment to your student administered by or at the direction of any insured.

The following are added to **Section V- Definitions**:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.

"Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

a. False arrest, detention or imprisonment;

b. Malicious prosecution;

c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;

d. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

e. Oral or written publication of material that violates a person's right of privacy;

f. The use of another's advertising idea in your "advertisement"; or

g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

"Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

"Wrongful Act" means any act, error or omission by an insured. All acts, errors or omissions committed by one or more insureds that are substantially the same or are in any way directly or indirectly related -- either logically, causally or temporally -- shall be deemed to constitute one wrongful act, regardless of the number of claims or claimants.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL DEFINITIONS ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS COVERAGE PART
COMMERCIAL EXCESS LIABILITY POLICY

The following are added to **SECTION V – DEFINITIONS**:

3. Mold means**:**

1. Any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents, of by-products produced or released by a fungus.

2. Wet or dry rot.

3. Bacteria

4. Abuse or Molestation means:

1. The actual or threatened abuse or molestation by anyone of any person, or

2. The negligent:

a. Employment;

b. Investigation;

c. Supervision;

d. Reporting to the proper authorities, or failure to so report; or

e. Retention

of a person for whom any insured is or ever was legally responsible and whose conduct would be excluded by item 1 above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT – INSURING AGREEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY POLICY

The following is added to **SECTION 1 – COVERAGE**, paragraph **1. Insuring Agreement**:

This insurance does not apply whenever the underlying policy has been endorsed to provide coverage with any reduced limits different from the limits stated in the Schedule of Underlying Insurance, whether it be referred to as a sublimit, or on any other basis.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NORTH CAROLINA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

A. Paragraph **3.b.** of the **Cancellation** Provisions of **Section IV – Conditions** is replaced by the following:

b. Cancellation Requirements

(1) Policies In Effect Less Than 60 Days

If this policy has been in effect for less than 60 days, we may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:

(a) 15 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.

(2) Policies In Effect More Than 60 Days

If this policy has been in effect for 60 days or more, or is a renewal of a policy we issued, we may cancel this policy prior to the:

(a) Expiration of the policy term; or

(b) Anniversary date;

stated in the policy only for one or more of the following reasons:

(i) Nonpayment of premium;

(ii) An act or omission by the insured or his or her representative that constitutes material misrepresentation or nondisclosure of a material fact in obtaining this policy, continuing this policy or presenting a claim under this policy;

(iii) Increased hazard or material change in the risk assumed that could not have been reasonably contemplated by the parties at the time of assumption of the risk;

(iv) Substantial breach of contractual duties, conditions or warranties that materially affects the insurability of the risk;

(v) A fraudulent act against us by the insured or his or her representative that materially affects the insurability of the risk;

(vi) Willful failure by the insured or his or her representative to institute reasonable loss control measures that materially affect the insurability of the risk after written notice by us;

(vii) Loss of facultative reinsurance, or loss of or substantial changes in applicable reinsurance as provided in G.S. 58-41-30;

(viii) Conviction of the insured of a crime arising out of acts that materially affect the insurability of the risk;

(ix) A determination by the Commissioner of Insurance that the continuation of the policy would place us in violation of the laws of North Carolina; or

(x) You fail to meet the requirements contained in our corporate charter, articles of incorporation or bylaws when we are a company organized for the sole purpose of providing members of an organization with insurance coverage in North Carolina.

We will mail or deliver written notice of cancellation to the first Named Insured at least:

(i) 15 days before the effective date of cancellation if we cancel for nonpayment of premium; or

(ii) 90 days before the effective date of cancellation if we cancel for any other reason.

(3) Cancellation for nonpayment of premium will not become effective if you pay the premium amount due before the effective date of cancellation.

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(4) We may also cancel this policy for any reason not stated above provided we obtain your prior written consent.

B. Paragraph **11. When We Do Not Renew** of **Section IV – Conditions** is replaced by the following:

1. Nonrenewal

a. If we elect not to renew this policy, we will mail or deliver to the first Named Insured shown in the Declarations written notice of nonrenewal at least 90 days prior to the:

(1) Expiration of the policy if this policy has been written for one year or less; or

(2) Anniversary date of the policy if this policy has been written for more than one year or for an indefinite term.

b. We need not mail or deliver the notice of nonrenewal if you have:

(1) Insured property covered under this policy, under any other insurance policy;

(2) Accepted replacement coverage; or

(3) Requested or agreed to nonrenewal of this policy.

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

2. The written notice of cancellation or nonrenewal will:

a. Be mailed or delivered to the first Named Insured and any designated mortgagee or loss payee at their addresses shown in the policy, or if not indicated in the policy, at their last known addresses; and

b. State the reason or reasons for cancellation or nonrenewal.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCESS – AUTO EXCLUSION

This endorsement modifies coverage provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

The following **EXCLUSION** is added:
This insurance does not apply to:

Auto

Any loss, cost or expense payable under or arising out of the following auto coverages:

1. No-fault coverage;
2. Personal injury protection or auto medical payments coverage; or
3. Uninsured or underinsured motorists coverage.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

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