

LIABILITY-AUTO-PROPERTY POOL DECLARATIONS OF COVERAGE

Named Insured: Town of Canton and Canton Board of

Education

Address: 4 Market Street

Collinsville, CT 06022

Policy Number: LAP2021012814

Coverage Period: 07/01/2021 - 07/01/2022

Total Contribution: \$221,499

LIABILITY COVERAGES PROVIDED:

SECTION A. GENERAL LIABILITY

Limits of Coverage: \$1,000,000 Each Occurrence

\$3,000,000 Combined Aggregate with

Coverage Sections B. and C.

Sublimits:

Fire Damage Liability \$100,000 Limited Care Custody & Control \$500,000 **Deductible:** \$0

SECTION B. PERSONAL INJURY & ADVERTISING INJURY

Limits of Coverage: \$1,000,000 Each Offense

See Sec. A. Combined Aggregate with

Coverage Sections A. and C.

Deductible: \$0

SECTION C. MEDICAL PAYMENTS

Limits of Coverage:

General Liability \$10,000 Each Person

See Sec. A. Combined Aggregate with

Coverage Sections A. and B.

Deductible: \$0

Limits of Coverage:

Auto Liability \$5,000 Each Person

Deductible: \$0

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SECTION D. AUTOMOBILE LIABILITY

Limits of Coverage: \$1,000,000 Each Occurrence

Deductible: \$0

SECTION E. UNINSURED/UNDERINSURED MOTORIST COVERAGE

Limits of Coverage: \$1,000,000 Each Occurrence

Deductible: \$0 **Coverage Type:** Standard

SECTION F. EMPLOYEE BENEFITS LIABILITY (CLAIMS MADE)

Limits of Coverage: \$1,000,000 Each Claim

\$1,000,000 Aggregate

Deductible: \$1,000

Retroactive Date: 07/01/1986

SECTION G. LAW ENFORCEMENT LIABILITY

Limits of Coverage: \$1,000,000 Each Wrongful Act

\$1,000,000 Aggregate

Deductible: \$5,000 Each Wrongful Act

SECTION H. PUBLIC OFFICIALS LIABILITY (CLAIMS MADE)

Limits of Coverage \$1,000,000 Each Wrongful Act

\$1,000,000 Aggregate

Deductible: \$5,000 Each Wrongful Act

Retroactive Date: 07/01/1986

SECTION I. SCHOOL LEADERS LIABILITY (CLAIMS MADE)

Limits of Coverage: \$1,000,000 Each Wrongful Act

\$1,000,000 Aggregate

Deductible \$5,000 Each Wrongful Act

Retroactive Date: 07/01/1986

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SECTION J. FOLLOWING FORM EXCESS LIABILITY

Coverage:	Limits of Coverage:	
General Liability, including Personal Injury and	\$10,000,000	Each Occurrence or Offense and Annual
Advertising Injury		Aggregate (where applicable)
Automobile Liability	\$10,000,000	Each Occurrence
Employee Benefits Liability (claims made)	\$10,000,000	Each Claim and Annual Aggregate
Law Enforcement Liability	\$10,000,000	Each Wrongful Act and Annual Aggregate
Public Officials Liability (claims made)	\$10,000,000	Each Wrongful Act and Annual Aggregate
School Leaders Liability (claims made)	\$10,000,000	Each Wrongful Act and Annual Aggregate
Schedule of Underlying Coverage and limits:		
General Liability (Coverage Section A.)	\$1,000,000	Each Occurrence; Combined Aggregate with Coverage Sections B & C
Personal Injury and Advertising Injury (Coverage	\$1,000,000	Each Offense; Combined Aggregate with
Section B.)		Coverage Sections A & C
Auto Liability (Coverage Section D.)	\$1,000,000	Each Occurrence
Employee Benefits Liability (Coverage Section F.)	\$1,000,000	Each Claim and Annual Aggregate
Law Enforcement Liability (Coverage Section G.)	\$1,000,000	Each Wrongful Act and Annual Aggregate
Public Officials Liability (Coverage Section H.)	\$1,000,000	Each Wrongful Act and Annual Aggregate
School Leaders Liability (Coverage Section I.)	\$1,000,000	Each Wrongful Act and Annual Aggregate

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PROPERTY COVERAGES OFFERED:

SECTION A	ALITON	ORILE PHYSIC	TAL DAMAGE
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Limits of Coverage: Actual Cash Value unless otherwise indicated.

Deductible:

Comprehensive \$1,000 Collision \$1,000

SECTION B. PROPERTY COVERAGE

Limits of Coverage:	Blanket Real and Personal Property	\$102,904,104
Deductible:	Accounts Receivable, Valuable Papers, Transit, Fine	\$1,000
	Arts, Mobile & Contractors' Equipment	
	All Other Real and Personal Property	\$5,000
	Flood and Earthquake*	\$50,000
Sublimits:	•	
	Flood, Per Occurrence and Annual Aggregate	\$10,000,000
	Earthquake, Per Occurrence and Annual Aggregate	\$10,000,000
	Business Interruption	\$200,000
	Extra Expense	\$200,000
	Rental Income	\$25,000
	Transit	\$50,000
	Leasehold Interest	\$25,000
	Money & Securities – Inside	\$10,000
	Money & Securities – Outside	\$5,000
	Debris Removal	Included
	Demolition	\$1,000,000
	Increased Cost of Construction	\$3,000,000
	Accounts Receivable	\$100,000
	Valuable Papers	\$150,000
	Fine Arts	\$25,000
	Mobile and Contractors' Equipment	\$1,724,605
Additional Coverages:	Newly Acquired Properties	\$1,000,000

^{*}For properties that are designated by the U.S. Army Corps of Engineers to be in Flood Zone A or V, the flood deductible is \$500,000 as respects each non-residential building; \$500,000 as respects personal property in each non-residential building; \$250,000 as respects each residential building; \$100,000 as respects personal property in each residential building; and \$200,000 per occurrence as respects all other covered property.

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SECTION C. EQUIPMENT BREAKDOWN

Limits of Coverage: Per Accident on a Comprehensive Basis \$100,000,000

Fungus, Wet Rot, Dry Rot and Bacteria

Deductible: \$5,000

Sublimits:

Expediting Expenses Included Included Extra Expense Perishable Goods Included **Business Interruption** Included Service Interruption Included Rental Value \$250,000 **Data Restoration** \$250,000 Hazardous Substances \$1,000,000 \$25,000

\$25,000



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Policy Number: LAP2021012814

Effective Date: 07/01/2021

SCHEDULE OF FORMS AND ENDORSEMENTS

Common Forms and Endorsements

Form / End Number	Edition Date	Form / End Title
LAPDEC	07-14	LAP POOL DECLARATIONS OF COVERAGE
COVGCHG1	07-15	LAP COVERAGE CHANGE ENDORSEMENT

Auto Forms and Endorsements

Form / End Number	Edition Date	Form / End Title
AUTOSCHED	07-14	AUTOMOBILE SCHEDULE

Property Forms and Endorsements

Form / End Number	Edition Date	Form / End Title
PROPSCHED	07-14	PROPERTY SCHEDULE
MANDCSCHED	07-14	MOBILE & CONTRACTORS EQUIPMENT
		SCHEDULE
MISCPROP	07-15	MISCELLANEOUS PROPERTY SCHEDULE
LAPLIGHTS	07-16	LIGHTS ENDORSEMENT

Liability Forms and Endorsements

Form / End Number	Edition Date	Form / End Title
EMPLIAB	07-21	EMPLOYERS LIABILITY
ACCDISC	07-21	ACCESS OR DISCLOSURE EXCL
NONMONPOL	07-14	NON MONETARY-PUBLIC OFFICIALS
		LIABILITY
NONMONSLL	07-14	NON MONETARY-SCHOOL LEADERS LIABILITY
ROWPOL	07-14	RETURN OF WAGES-PUBLIC OFFICIALS LIAB
ROWSLL	07-14	RETURN OF WAGES-SCHOOL LEADERS LIAB
SXABUEXCL	07-21	SEXUAL ABUSE, HARASSMENT OR MOLEST
		EXCLUS



LAP POLICY

07-16 LIAB-AUTO-PROP POLICY



Named Insured: Town of Canton and Canton Board of Education

Policy Number: LAP2021012814

Endorsement Effective Date: 07/01/2021 **Date Endorsement Issued:** 06/24/2021

COVERAGE CHANGE ENDORSEMENT

It is understood and agreed that the following change is made to your policy:

All coverage under the above mentioned policy with respect to any "auto", real and personal property, or "mobile equipment," including Auto Liability, Uninsured/Underinsured Motorists coverage, Excess Liability, General Liability, Property Coverage, Equipment Breakdown Coverage and Automobile Physical Damage Coverage, shall terminate on the effective date of any other insurance policy procured by a Volunteer Fire Department or Volunteer Ambulance Service or Company or similar entity with respect to said "auto", real and personal property, or "mobile equipment." You are covered with respect to an "auto", real and personal property, or "mobile equipment" which is owned by you and used by that entity, but not covered by said insurance policy.



AUTOMOBILE SCHEDULE

CIRMA Vehicle Number	VIN Number	Veh	icle Year, Make & Model	ACV or Agreed Amount	Vehicle Type	Comprehensive Collision Deductible
0001	1HTWCAZR36J297117	2006	International 7400 DUMP TRUCK	ACV	TRUCK (OTHER)	\$1,000 \$1,000
0002	1FTNF21587EB31278	2007	Ford F250 PU	ACV	LIGHT TRUCK	\$1,000 \$1,000 \$1,000
0003	1HTWCAZR3AJ273666	2010	International 7400 DUMP	ACV	TRUCK (OTHER)	\$1,000 \$1,000
0004	1FDAF57R49EA61092	2009	Ford F550	ACV	TRUCK (OTHER)	\$1,000 \$1,000
0005	1FTMF1EF4BKD84147	2011	Ford F150 PICK UP	ACV	LIGHT TRUCK	\$1,000 \$1,000
0006	112HMY283KT033974	1989	EAGER BEAV 20 TON TRAILER	ACV	TRAILER	\$1,000 \$1,000
0007	1FVDG5BS3DHFF8461	2013	FREIGHTLNR 108SD	ACV	TRUCK (OTHER)	\$1,000 \$1,000
0008	1GNSK2E03DR363280	2013	Chevrolet TAHOE	ACV	POLICE VEHICLE	\$1,000 \$1,000
0009	1FVAG3BS6EHFH3562	2014	FREIGHTLNR 114SD DUMP TRUCK	ACV	TRUCK (OTHER)	\$1,000 \$1,000
0010	1FDWF37P76EA96066	2006	Ford F350	ACV	TRUCK (OTHER)	\$1,000 \$1,000
0011	2G1WA5E30E1131814	2014	Chevrolet IMPALA	ACV	POLICE VEHICLE	\$1,000 \$1,000
0012	NP-0177-D	2007	Elgin PELICAN 3W SWEEPER	ACV	TRUCK (OTHER)	\$1,000 \$1,000
0013	5JPBU2328AP025782	2013	CAM SUPERLINE 6CAM18	ACV	TRAILER	\$1,000 \$1,000
0014	1FVAG3CY8GHGZ3745	2016	Freightliner 114SD	ACV	TRUCK (OTHER)	\$1,000 \$1,000
0015	1FAHP2MK2FG190461	2015	Ford INTERCEPTOR	ACV	POLICE VEHICLE	\$1,000 \$1,000
0016	1FAHP2MK2FG112201	2015	Ford INTERCEPTOR	ACV	POLICE VEHICLE	\$1,000 \$1,000

CIRMA Vehicle Number	VIN Number	Vehic	le Year, Make & Model	ACV or Agreed Amount	Vehicle Type	Comprehensive Collision Deductible
0017	564BE142XGR0098	1 7016	NEXHAUL ENCLOSED TRAILER	ACV	TRAILER	\$1,000 \$1,000
0018	1H9MH122	1 7016	HAULETTE CS1012-S TRAILER	ACV	TRAILER	\$1,000 \$1,000
0019	TRAILERTBD	1 2000	HAMM TRAILER	ACV	TRAILER	\$1,000 \$1,000
0020	1FVAG3CY7HHHV5248		Freightliner 114SD	ACV	TRUCK (OTHER)	\$1,000 \$1,000
0021	1FM5K8AR0HGA63723	1 2017	Ford INTERCEPTOR SUV	ACV	POLICE VEHICLE	\$1,000 \$1,000
0022	1FM5K8AR0HGA63724	1 2011	Ford INTERCEPTOR SUV	ACV	POLICE VEHICLE	\$1,000 \$1,000
0023	1G1ZB5STXGF260458	1 71116	Chevrolet MALIBU	ACV	POLICE VEHICLE	\$1,000 \$1,000
0024	1GB3GRBG2G1183062	1 7016	Chevrolet CG33503	ACV	VAN	\$1,000 \$1,000
0025	1GCHK24U86E138564	1 2006	Chevrolet 2500 HG LS 4X4	ACV	LIGHT TRUCK	\$1,000 \$1,000
0026	1FAHP2H88JG117800	1 7/11/8	Ford TAURUS	ACV	POLICE VEHICLE	\$1,000 \$1,000
0027	1FM5K8AR3JB13053	1 7/11/8	Ford EXPLORER	ACV	POLICE VEHICLE	\$1,000 \$1,000
0028	1FTBF2B61JEC73084	1 7/11/2	Ford F250	ACV	LIGHT TRUCK	\$1,000 \$1,000
0029	1FTMF1E57KFA37055	1 7/110	Ford F150	ACV	LIGHT TRUCK	\$1,000 \$1,000
0030	2GC2KREG5K1232310	1 7019	Chevrolet SILVERADO 250	ACV	LIGHT TRUCK	\$1,000 \$1,000
0031	2NKHHM6X6KM239659	1 7011X	Kenworth T-270	ACV	TRUCK (OTHER)	\$1,000 \$1,000
0032	1FM5K8AB4LGC64506	1 2020	Ford EXPLORER	ACV	POLICE VEHICLE	\$1,000 \$1,000
0033	1FM5K8AR3KGA13066	1 7/110	Ford EXPLORER	ACV	POLICE VEHICLE	\$1,000 \$1,000
0034	1FM5K8AR5KGA13067	1 7/110	Ford EXPLORER	ACV	POLICE VEHICLE	\$1,000 \$1,000 \$1,000



PROPERTY SCHEDULE

Member Name: Town of Canton and Canton Board of Education

Policy #: LAP2021012814

Effective Date & Expiration Date: 07/01/2021 - 07/01/2022

CIRMA Location Number & Building Number	Location Description and Address	Building Value	Contents Value	Total Value	Flood Zone	Vacant (yes/ no) & Vacancy Date	Deductible
001 001	TOWN HALL & BOE OFFICES 4 Market Street, Collinsville, CT 06022	\$4,906,000	\$385,000	\$5,291,000	All Other	No	\$5,000
002 001	GARAGE 88 Simmons Avenue, Collinsville, CT 06022	\$61,336	\$30,375	\$91,711	All Other	No	\$5,000
004 001	CANTON INTERMEDIATE SCHOOL 39 Dyer Avenue, Collinsville, CT 06022	\$14,175,400	\$1,153,000	\$15,328,400	All Other	No	\$5,000
005 001	LIBRARY 40 Dyer Avenue, Collinsville, CT 06022	\$6,358,700	\$2,200,000	\$8,558,700	All Other	No	\$5,000
006 001	CHERRY BROOK PRIMARY SCHOOL 4 Barbourtown, Collinsville, CT 06022	\$11,419,600	\$978,000	\$12,397,600	All Other	No	\$5,000
007 001	CANTON HIGH SCHOOL 76 Simonds Avenue, Collinsville, CT 06022	\$41,695,000	\$3,863,000	\$45,558,000	All Other	No	\$5,000
008 001	SEWER PLANT 50 Old River Road, Collinsville, CT 06022	\$527,300	\$50,000	\$577,300	Zone A	No	\$5,000
008 002	SEWER PLANT GARAGE 50 Old River Road, Collinsville, CT 06022	\$88,700		\$88,700	Zone A	No	\$5,000
008 003	SEWER PLANT DIGESTER 50 Old River Road, Collinsville, CT 06022	\$350,000		\$350,000	Zone A	No	\$5,000
008 004	SEWER PLANT PRIMARY CLARIFIERS 50 Old River Road, Collinsville, CT 06022	\$594,500		\$594,500	Zone A	No	\$5,000

CIRMA Location Number & Building Number	Location Description and Address	Building Value	Contents Value	Total Value	Flood Zone	Vacant (yes/ no) & Vacancy Date	Deductible
008 005	SEWER PLANT TRICKLE FILTER 50 Old River Road, Collinsville,	\$431,500		\$431,500	Zone A	No	\$5,000
008 006	CT 06022 SEWER PLANT SECONDARY CLARIFIER 50 Old River Road, Collinsville, CT 06022	\$709,500		\$709,500	Zone A	No	\$5,000
008 007	SEWER PLANT UV DISINFECTION BLDG 50 Old River Road, Collinsville, CT 06022	\$95,900		\$95,900	Zone A	No	\$5,000
008 008	SEWER PLANT SAND FILTER BLDG 50 Old River Road, Collinsville, CT 06022	\$752,700		\$752,700	Zone A	No	\$5,000
008 009	SEWER PLANT RBC BLDG 50 Old River Road, Collinsville, CT 06022	\$1,164,900		\$1,164,900	Zone A	No	\$5,000
008 010	SEWER PLANT T VALVES 50 Old River Road, Collinsville, CT 06022	\$9,600		\$9,600	Zone A	No	\$5,000
008 011	SEWER PLANT OLD INTERMEDIATE TANKS 50 Old River Road, Collinsville, CT 06022	\$71,900		\$71,900	Zone A	No	\$5,000
009 001	MAINTENANCE REPAIR FACILITY 15 Front Street, Collinsville, CT 06022	\$162,621	\$40,800	\$203,421	All Other	No	\$5,000
010 001	RECREATION CENTER 10 East Hill Road, Collinsville, CT 06022	\$257,060	\$24,110	\$281,170	All Other	No	\$5,000
011 001	GAZEBO VILLAGE GREEN 178 Albany Turnpike, Collinsville, CT 06022	\$11,091		\$11,091	All Other	No	\$5,000
012 001	TRANSFER STATION-METAL TRAILER Ramp Road, Collinsville, CT 06022	\$5,545		\$5,545	Zone A	No	\$5,000
013 001	POLICE STATION 45 River Road, Collinsville, CT 06022	\$1,696,500	\$374,312	\$2,070,812	All Other	No	\$5,000

CIRMA Location Number & Building Number	Location Description and Address	Building Value	Contents Value	Total Value	Flood Zone	Vacant (yes/ no) & Vacancy Date	Deductible
014 001	COMPUTER EQUIP HARD/SOFTWARE Various Locations, Collinsville, CT 06022		\$952,620	\$952,620	All Other	No	\$5,000
015 001	DEPOT - DPW STORAGE 9 Dyer Avenue, Collinsville, CT 06022	\$60,000		\$60,000	All Other	No	\$5,000
016 001	CHERRY BROOK PROPERTY 534 Cherry Brook Road, Canton, CT 06019	\$275,000	\$10,000	\$285,000	All Other	No	\$5,000
017 001	TOWN BRIDGE PUMP STATION Town Bridge Road, Canton, CT 06019	\$25,000	\$27,461	\$52,461		No	\$5,000
018 001	DYER FARMS PUMP STATION Spoon Wood Drive, Canton, CT 06019	\$20,000	\$27,461	\$47,461		No	\$5,000
019 001	SHOPPES PUMP STATION 110 Albany Turnpike, Canton, CT 06019	\$150,000	\$27,461	\$177,461	Zone A	No	\$5,000
020 001	PUBLIC WORKS FACILITY 50 River Road, Canton, CT 06019	\$3,825,000	\$300,000	\$4,125,000	Zone A	No	\$5,000
021 001	HORSE BARN 51 Old River Road, Canton, CT 06019	\$250,000	\$25,000	\$275,000	Zone A	No	\$5,000



MOBILE AND CONTRACTORS EQUIPMENT SCHEDULE

Member Name: Town of Canton and Canton Board of Education

Policy #: LAP2021012814

Deductible: \$1,000

Effective Date & Expiration Date: 07/01/2021 - 07/01/2022

CIRMA Equip. Number	Make	Model/ Description	Serial #	Member ID #	Limit
0001	CLARKE VISION	20E TA2084			\$2,000
0003		VOTING MACHINES			\$25,000
0004		MUSICAL INSTRUMENTS			\$373,100
0005		TRAFFIC SIGNAL-BRIDGE STREET & MAIN STRE			\$293,557
0006		LEASED & RENTED EQUIPMENT			\$200,000
0007		FLOORSCRUBBERAD563	6450		\$6,450
0008		CARPETEXTRACTORAD562	2250		\$7,926
0009		RADIOS			\$154,650
0010		ELECTRONIC DATA SOFTWARE			\$85,867
0011	CANON	POWERSHOTDIGCAMERA			\$135
0012	MITSUBISHI	DATAPROJECTOR			\$879
0013	BW CUSTOM	RADAR TRAILER 350	189BS09178H659048	29CN	\$8,525
0015	JOHN DEERE	LOADER 444K	DW444KZ627658	10CN	\$146,000
0016	JOHN DEERE	TRACTOR 4110H	LV41104211675		\$17,000
0017	HUSTLER	MOWER SUPER Z 31 HP	SZ31KAW72XR7		\$16,500
0018	AMERICAN	HAULER NH610SA BOX TRAILER	5N6200DIX71015238	27CN	\$2,750
0019	ALL TRAFFIC	MESSAGE BOARD TRAILER ATS-5		33CN	\$5,000
0020	JOHN DEERE	BACKHOE LOADER 410TJ	1T0410TJJBD209673	18CN	\$126,000
0021	BOBCAT	BOBCAT S205	A3LJ38496		\$25,071
0022	MASEY FERGUSO	TRACTOR - 1754H	DJJ22919	38CN	\$28,413
0023	MOBARK	CHIPPER	4S8SZ1616EW071898	13CN	\$35,838
0024	GIANT VAC	VACUUM 3001CHW	71805001	39CN	\$7,980
0025	JOHN DEERE	Z997R-60 60" ZERO TURN MOWER	1TCZ997RHFC010406		\$16,777
0026	JOHN DEERE	1023E SUBCOMPACT TRACTOR			\$22,317
0027	ANDERSON	LOWBED TRAILER	4YNBN16229C057796		\$3,300
0028	BOSS	PLOW			\$1,245
0029	KUBOTA	108S	70038		\$40,000
0030	TORO	SANDPRO	405682633		\$20,813
0031	TAKEUCHI TB28	EQUIPMENT - MINI	185000069		\$48,512

CIRMA Equip. Number	Make	Model/ Description	Serial #	Member ID #	Limit
		EXCAVATOR			
0032	SRECO	SEWER LINE RODDER NHB-	D863-102591		\$2,500
		MS/3900D			
0033	ATS-5	ATS-5	IB9AF51179P825337		\$500



MISCELLANEOUS PROPERTY SCHEDULE

Member Name: Town of Canton and Canton Board of Education									
Policy #: L.	AP2021012814	Effective Date & Expiration Date: 07/01/2021 - 07/0	Effective Date & Expiration Date: 07/01/2021 - 07/01/2022						
Item No.	Property Category	Description	Deductible	Limit					
0001	Other Property	LED STREETLIGHTS	\$5,000	\$35,546					



Named Insured: Town of Canton and Canton Board of Education

Policy Number: LAP2021012814

Endorsement Effective Date: 07/01/2021 **Date Endorsement Issued:** 06/24/2021

Coverage Section Affected: VI. B. 4. Real and Personal Property Excluded

COVERAGE CHANGE ENDORSEMENT

It is understood and agreed that the following change is made to your policy.

Exclusion 1. is deleted and replaced with the following:

Exclusion l. Roads, streets, highways or other paved or unpaved surfaces, sign posts and lights, unless situated within the confines of the legal property lines of any lot in which a "member's" buildings, structures, parks, beaches, golf courses, other recreational, or similar open areas are located. However, this exclusion does not apply to traffic control boxes or "member" owned street lights , wherever located.



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Endorsement Effective Date: 07/01/2021 **Date Endorsement Issued:** 06/24/2021

Coverage Section Affected: III. J. Following Form Excess Liability

EMPLOYERS LIABILITY ENDORSEMENT

It is understood and agreed that Section J. FOLLOWING FORM EXCESS LIABILITY applies to Employers Liability. The limit of liability for the Employers Liability is the lesser of \$10,000,000 or the limit of liability shown in Section J of the Declarations Page.

The SCHEDULE OF UNDERLYING COVERAGE is hereby amended to include the following:

Employers Liability

CIRMA Workers' Compensation Policy Number: WC 2021012813 06

Policy Limit: \$1,000,000



Named Insured: Town of Canton and Canton Board of Education

Policy Number: LAP2021012814

Endorsement Effective Date: 07/01/2021 **Date Endorsement Issued:** 06/24/2021

Coverage Section Affected: II. D. General Exclusions

ACCESS OR DISCLOSURE OF PERSONAL, CONFIDENTIAL OR IDENTIFIABLE INFORMATION AND DATA-RELATED LIABILITY

It is understood and agreed that the following change is made to your policy:

Section II. LIABILITY GENERAL TERMS AND CONDITIONS, D. GENERAL EXCLUSIONS is amended to include the following exclusion:

Access or Disclosure of Personal, Confidential or Identifiable Information and Data-related Liability

This insurance does not apply to damages, or loss, costs, expenses, or "claims", or "suits" because of "bodily injury" or "property damage", "personal injury" or "advertising injury", or "wrongful acts" arising out of:

- (a) Any access to or disclosure of any person's or organization's confidential, privileged, or personal information, including but not limited to, processing methods, resident or population lists, financial information, credit card information, health information, tax information, census information, educational or academic information, student information, patents, trade secrets, customer or vendor lists, or any other type of nonpublic information; or
- (b) The loss of, loss of use of, damage to, corruption of, inability to access, inability to recreate, inability to recover, or inability to manipulate "electronic data."

This exclusion applies even if damages, or loss, costs, expenses, or "claims", or "suits" are claimed for notification costs, credit monitoring expenses, forensic expenses, ransomware expenses, public relation expenses, legal expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in sub-paragraph (a) or (b) above.

However, unless sub-paragraph (a) above applies, this exclusion does not apply to damages because of "bodily injury" covered under COVERAGE SECTION A, BODILY INJURY AND PROPERTY DAMAGE LIABILITY (GENERAL LIABILITY).

"Electronic data" includes, but is not limited to, 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, or hardware; networks, cloud based computing, and servers, including but not limited to, systems, drives, cells, circuit boards, data processing devices or equipment or any other media which relies upon or is used with electronically controlled equipment.



Named Insured: Town of Canton and Canton Board of Education

Policy Number: LAP2021012814

Endorsement Effective Date: 07/01/2021 **Date Endorsement Issued:** 06/24/2021

Coverage Section Affected: III., H. Public Officials Liability

NON-MONETARY DAMAGES DEFENSE COVERAGE ENDORSEMENT – PUBLIC OFFICIALS LIABILITY

It is understood and agreed that the following is added to section 1.d. of Coverage Section H – Public Officials Liability:

- (5) The "Company" shall indemnify you for reasonable attorney fees and other costs of defense for an amount or loss that is subject to the Non-Monetary Damages exclusion. However we won't pay more than the following limits of coverage:
 - (a) Defense expenses each "claim" or suit limit. This is the limit shown below that is the most we will pay as indemnity to you for the combined total of all reasonable expenses you incur for the defense of all insureds against any one "claim" or suit for an amount or loss that is subject to the Non-Monetary Damages exclusion.
 - (b) Defense expenses aggregate limit. This is the limit shown below that is the most we will pay as indemnity to you for the combined total of all expenses you incur for the defense of all insureds against any one "claim" or suit for an amount or loss that is subject to the Non-Monetary Damages exclusion and are first made or brought in a "coverage period".

We have no duty to defend you against such amount or loss. Nor do we have a duty to pay any damages, pre-judgment interest, post-judgment interest, or other amounts in connection with such "claims" or suits.

Limits of Coverage

Defense expenses each claim or suit limit: \$10,000 Defense expenses aggregate limit: \$50,000



Named Insured: Town of Canton and Canton Board of Education

Policy Number: LAP2021012814

Endorsement Effective Date: 07/01/2021 **Date Endorsement Issued:** 06/24/2021

Coverage Section Affected: III., I. School Leaders Liability

NON-MONETARY DAMAGES DEFENSE COVERAGE ENDORSEMENT – SCHOOL LEADERS LIABILITY

It is understood and agreed that the following is added to section 1.d. of Coverage Section I – School Leaders Liability:

- (5) The "Company" shall indemnify you for reasonable attorney fees and other costs of defense for an amount or loss that is subject to the Non-Monetary Damages exclusion. However we won't pay more than the following limits of coverage:
 - (a) Defense expenses each "claim" or suit limit. This is the limit shown below that is the most we will pay as indemnity to you for the combined total of all reasonable expenses you incur for the defense of all insureds against any one "claim" or suit for an amount or loss that is subject to the Non-Monetary Damages exclusion.
 - (b) Defense expenses aggregate limit. This is the limit shown below that is the most we will pay as indemnity to you for the combined total of all expenses you incur for the defense of all insureds against any one "claim" or suit for an amount or loss that is subject to the Non-Monetary Damages exclusion and are first made or brought in a "coverage period".

We have no duty to defend you against such amount or loss. Nor do we have a duty to pay any damages, pre-judgment interest, post-judgment interest, or other amounts in connection with such "claims" or suits.

Limits of Coverage

Defense expenses each claim or suit limit: \$10,000 Defense expenses aggregate limit: \$50,000



Named Insured: Town of Canton and Canton Board of Education

Policy Number: LAP2021012814

Endorsement Effective Date: 07/01/2021 **Date Endorsement Issued:** 06/24/2021

Coverage Section Affected: III. H. Public Officials Liability

RETURN OF WAGES ENDORSEMENT – PUBLIC OFFICIALS LIABILITY

It is understood and agreed that Special Exclusion 14 Return of Wages is deleted.

It is further understood and agreed that the following is added to 3. Limits of Coverage section:

- d. Subject to c. above, the most we will pay for all covered loss resulting from "claims" or suits for back wages, overtime or other wage related compensation or from any collective employee bargaining agreements is \$10,000 for each "claim" or suit which is otherwise covered under the Coverage Section.
- e. Subject to b. above, the most we will pay for all back wages, overtime or other wage related compensation paid under d. above during the "coverage period" is \$50,000.



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Policy Number: LAP2021012814

Endorsement Effective Date: 07/01/2021 **Date Endorsement Issued:** 06/24/2021

Coverage Section Affected: III. I. School Leaders Liability

RETURN OF WAGES ENDORSEMENT – SCHOOL LEADERS LIABILITY

It is understood and agreed that Special Exclusion 14 Return of Wages is deleted.

It is further understood and agreed that the following is added to 3. Limits of Coverage section:

- d. Subject to c. above, the most we will pay for all covered loss resulting from "claims" or suits for back wages, overtime or other wage related compensation or from any collective employee bargaining agreements is \$10,000 for each "claim" or suit which is otherwise covered under the Coverage Section.
- e. Subject to b. above, the most we will pay for all back wages, overtime or other wage related compensation paid under d. above during the "coverage period" is \$50,000.



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Coverage Sections Affected: II. D. General Exclusions

SEXUAL ABUSE, HARRASMENT, OR MOLESTATION ENDORSEMENT

It is understood and agreed that the following change is made to your policy:

A. Section II. LIABILITY GENERAL TERMS AND CONDITIONS, D. GENERAL EXCLUSIONS is amended to include the following exclusion:

Sexual Abuse, Sexual Harassment or Molestation

This insurance does not apply to:

- (1) "Bodily Injury" caused by any "occurrence" or "wrongful act";
- (2) "Personal injury" caused by any offense; or
- (3) Any "claim" by reason of any "wrongful act";

arising out of the alleged, actual or threatened sexual abuse, sexual harassment or molestation of anyone by any person or persons acting in concert, regardless of whether such injury or harm is physical emotional or psychological in nature.

- **B.** (1) The exclusion stated in paragraph **A.** above does not apply to **Coverage Section A. Bodily Injury And Property Damage Liability** of the coverage form with respect to "bodily injury" caused by an "occurrence" arising out of the negligent hiring, employment, investigation, supervision, reporting or failing to report, or retention of a person for whom an insured is legally responsible, if the "occurrence" takes place on or after the inception of the first policy issued to you by CIRMA.
 - (2) With respect solely to the coverage provided by this endorsement, we will provide a defense to any "suit" against an insured accused of sexual abuse, sexual harassment or molestation, if the "occurrence" takes place on or after the inception of the first policy issued to you by CIRMA.

However, our duty to defend ends when the insured is convicted of any criminal charges brought as a result of the alleged sexual abuse, sexual harassment or molestation, regardless of whether such conviction is obtained following a trial or

as the result of a plea agreement. Under no circumstances will we pay any settlement or judgment against any insured or any other person who is convicted of criminal charges relating to sexual abuse, sexual harassment or molestation.

C. For purposes of this endorsement, the following definition applies:

"Occurrence" means an act or acts of sexual abuse, sexual harassment or molestation, including continuous or repeated exposure to substantially the same general harmful conditions, which results in "bodily injury". Regardless of the number of: (1) locations where acts of sexual abuse, sexual harassment or molestation took place, (2) breaches of any legal obligation or duty to any one or more persons arising out of any sexual abuse, sexual harassment or molestation, (3) victims of sexual abuse, sexual harassment or molestation, (4) perpetrators acting in concert, (5) coverage periods over which the acts of sexual abuse, sexual harassment or molestation take place, or (6) acts of sexual abuse, sexual harassment or molestation, all "bodily injury" shall be deemed to be the result of a single "occurrence" during a coverage period when the first act of sexual abuse, sexual harassment or molestation took place, whether or not such first act occurred during a CIRMA coverage period, subject to that coverage period's provisions and limits of coverage.

D. For the purposes of this endorsement the following exclusions apply:

No coverage is provided:

- (1) For any sexual abuse, sexual harassment or molestation when any administrator, employee, volunteer, official, trustee, director, officer, or board member, or any person made responsible in an official capacity to prevent or report sexual abuse, sexual harassment or molestation:
 - (a) Failed to follow any written policy, rule, protocol, or regulation that governs the insured in preventing either the initial sexual abuse, sexual harassment or molestation or a recurrence of the sexual abuse, sexual harassment or molestation; or
 - (b) Failed to report such sexual abuse, sexual harassment or molestation when under a legal duty to do so.
- (2) For any sexual abuse, sexual harassment or molestation where the first act of sexual abuse, sexual harassment or molestation committed by the same perpetrator or two or more perpetrators acting in concert occurred prior to the coverage period of this policy, even if the sexual abuse, sexual harassment or molestation by such perpetrator or perpetrators continues, resumes or changes during this or subsequent coverage period(s).