



Proposal of Insurance

# Collective Liability Insurance Cooperative

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**Property/Casualty Full Membership Report**

c/o Stevenson #125  
2 Stevenson Drive  
Lincolnshire, IL 60069

Effective: July 1, 2023 to July 1, 2024

License Nos.IL 100292093 / CA 0D69293

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# Program Details

**Coverage:** Third-Party Liability including Bodily Injury, Property Damage, Advertising Injury, Personal Injury, and Police Professional Liability

**Carrier:** CLIC

**Policy Period:** 7/1/2023 to 7/1/2024

**Form Type:** Per Occurrence

Claims-Made Employee Benefits Liability – Full Prior Unknown Acts – See Below  
Bullying Coverage – July 1, 2015

Coverage	Each Occurrence Limit
Package Coverage	
General Liability	\$1,000,000 Each Occurrence \$3,000,000 Aggregate Per Member
Medical Payments	Excluded Per Client's Request
Fire Damage	\$500,000 Per Occurrence
Sexual Misconduct	\$1,000,000 Per Sexual Misconduct \$1,000,000 Aggregate per Member
Employee Benefits Liability	\$1,000,000 Each Claim Claims-Made Coverage – Full Prior Unknown Acts This policy provides coverage only for those claims that are first made against the Insured and reported in writing to the Company or its authorized representative during the Policy Period or during the Extended Reported Period, if any \$3,000,000 Aggregate Limit Per Member
Automobile Liability	\$2,000,000 Per Accident/Loss Per Illinois Statute
Auto Medical Payments	Excluded Per Clients Request
Uninsured Motorists	\$1,000,000 Each Accident
Underinsured Motorists	\$1,000,000 Each Accident
Hired, Leased, Rented, or Borrowed With Driver's Physical Damage – Compensation and Collision	\$1,000,000 Per Occurrence
Non-Ownership Liability	\$2,000,000 Per Occurrence
Garage Liability	\$2,000,000 Each Occurrence
Garagekeepers Coverage – Comprehensive and Collision	Comprehensive Per Occurrence \$1,000,000 Collision Per Occurrence \$1,000,000
Drive-Other-Car Coverage – School-Employed Individuals Authorized to Transport Students for School Function/Events	Uninsured Motorists – \$1,000,000 Per Occurrence Underinsured Motorists – \$1,000,000 Per Collision Automobile Medical Payments Excluded Per Client's Request

Coverage	Each Occurrence Limit
Police Professional Liability	\$1,000,000 Each Occurrence \$3,000,000 Aggregate Per Member
Bullying Coverage for Non-Bodily Injury, Non-Personal Injury Bullying Type Claims including Defense Costs and Indemnity	\$1,000,000 Per Claim \$1,000,000 Per Member Retroactive Date: July 1, 2015

\* Premium includes TRIA premium that is included in the above. This additional premium can be removed with acceptance of an absolute Terrorism exclusion. Premium may be subject to Surplus Lines Taxes.

**The following is a general summary of the Insuring Agreement. Actual policy form should be sought for complete terms and conditions.**

### COVERAGES INCLUDE, BUT ARE NOT LIMITED TO:

- ◆ Named Insured includes any official, trustee, officer, employee, student teacher, interns, or volunteers while acting within the scope of their employment or as authorized by you.
- ◆ 90 days' Notice of Cancellation
- ◆ Automatic acquisition clause.
- ◆ Terrorism coverage is included.

### ATTORNEYS:

### UNDER THE CLIC CASUALTY PROGRAM THE FOLLOWING LEGAL COUNSELS ARE APPROVED FOR CLAIMS HANDLING:

- ◆ Tressler, LLP
- ◆ Robbins, Schwartz, Nicholas, Lifton and Taylor
- ◆ Hinshaw & Culbertson, LLP
- ◆ Hodges, Loizzi, Eisenhammer, Rodick & Kohn
- ◆ Smith Amundsen, LLC
- ◆ Hauser Izzo, LLC
- ◆ Engler, Baasten & Sraga LLC

### STATEMENT OF DEFENSE COSTS:

- ◆ In addition to Policy Limit, and if so:
  - Limited

### EXCLUSIONS INCLUDE, BUT ARE NOT LIMITED TO:

- ◆ Absolute Pollution
- ◆ Foreign Liability
- ◆ Failure to provide water, gas, or electricity
- ◆ Medical Malpractice except Incidental Malpractice
- ◆ Absolute Asbestos
- ◆ Inverse Condemnation
- ◆ Self-Insured Workers' Compensation
- ◆ Aircraft/Airport Liability
- ◆ Organic Pathogens

### ENDORSEMENTS INCLUDE, BUT ARE NOT LIMITED TO:

- ◆ General Liability Forms (CLIC General Liability MOC)
- ◆ Commercial General Liability Declarations
- ◆ Forms Schedule

- ◆ Commercial General Liability Coverage Form
- ◆ CLIC School Amendatory Endorsement
- ◆ Motor Vehicle Laws
- ◆ Corporal Punishment
- ◆ Additional Member – Lessor of Leased Equipment
- ◆ Additional Member – State of Governmental Agency or Subdivision or Political Subdivision – Permits or Authorizations Relating to Premises
- ◆ Additional Member – Designated Person or Organization
- ◆ Additional Member – Vendors
- ◆ Primary and Noncontributory – Other Coverage or Insurance Condition
- ◆ Employment Related Practices Exclusion
- ◆ Waiver of Transfer of Rights of Recovery Against Others to Us
- ◆ Limited Coverage for Designated Unmanned Aircraft
- ◆ Nuclear Energy Liability Exclusion (Broad Form)
- ◆ Fungi or bacteria Exclusion
- ◆ Exclusion – Access or Disclosures of Confidential or Personal Information and Data-Related Liability – With Limited Bodily Injury Exception
- ◆ Calculation of Contribution
- ◆ Common Coverage Document Conditions
- ◆ Binding Arbitration
- ◆ Employee Benefits Liability Coverage
- ◆ Sexual Misconduct coverage Form
- ◆ Crisis Response Coverage Extension Endorsement
- ◆ Police Professional Liability Coverage
- ◆ Named Members and Limits of Coverage
- ◆ CLIC Bullying Endorsement
- ◆ Organic Pathogen Exclusion Endorsement

### **AUTO FORMS (CLIC AUTO MOC)**

- ◆ Business Auto Coverage Form declarations
- ◆ Business Auto Coverage Form
- ◆ Auto Medical Payments Coverage
- ◆ Nuclear Energy Liability Exclusion Endorsement (Broad Form)
- ◆ Calculation of Contribution
- ◆ CLIC School Amendatory Endorsement
- ◆ Illinois Changes
- ◆ Illinois Uninsured Motorists Coverage
- ◆ Illinois Underinsured Motorist Coverage
- ◆ Illinois Uninsured Motorists Coverage – Property Damage
- ◆ Drive-Other-Car Coverage – Broadened Coverage for Named Individuals
- ◆ Waiver of Transfer of Rights of Recovery Against Other to Us
- ◆ Autos Leased, Hired, Rented or Borrowed with Drivers – Physical Damage Coverage
- ◆ Garagekeepers Coverage
- ◆ Named Members

### **CLAIMS-MADE – CLAIM DEFINITION AND CLAIM REPORTING PROVISIONS:**

- ◆ Claim means a demand, notice, or assertion of a legal right alleging liability or responsibility on the part of the insured.
- ◆ Coverage

- The Company will **pay on behalf** of the insured all sums which the insured shall become legally obligated to pay as damages sustained by any current, prospective or former “employee” or the beneficiaries or legal representatives thereof caused by a negligent act, error or omission of any insured, or any other person for whose acts an insured is legally liable in the “administration” of any insured’s “employee benefit programs.”
- **We will have the right and duty to defend any “suit” seeking damages. But:**
  - The amount we will pay for damages is limited as described in Section IV. Limits of Insurance;
  - We may, at our discretion, investigate any negligent act, error or omission and settle any claim or “suit” that may result; and
  - Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements.
- **The Each Claim limit is the most we will pay for damages under Employee Benefit Liability Coverage arising out of any one “occurrence.”**
- **“Suit”** means a civil proceeding in which damages because of “bodily injury,” “property damage,” “personal injury” or “advertising injury” to which this insurance applies are alleged. “Suit” includes:
  - An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
  - Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured sublimits with our consent.
- **“Occurrence”** means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

#### **DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT (CLIC CGL MOC):**

- a. You must see to it that we are notified as soon as practicable of an “occurrence” or an offense which may result in a claim. To the extent possible, notice should include:
  1. How, when and where the “occurrence” or offense 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 “occurrence” or offense.
- b. If a claim is made or “suit” is brought against any Member, you must:
  1. Immediately record the specifics of the claim or “suit” and the date received; and
  2. Notify us as soon as practicable.
 You must see to it that we receive written notice of the claim or “suit” as soon as practicable.
- c. You and any other involved Member must:
  1. Immediately 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 defense against the “suit,” and
  4. Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the Member because of injury or damage to which this coverage may also apply.
- d. No Member will, except at that Member’s own cost, voluntarily make a payment, assume any obligation or incur any expense, other than for first-aid, without our prior written consent.
- e. Knowledge of an “occurrence,” offense, claim or “suit” by an agent, servant or “employee” of any Member; and receipt of any demand, notice, summons, or other legal paper in connection with a claim or “suit” by any agent, servant, or employee of any Member shall not in itself constitute knowledge of the Member or receipt by the Member unless your school superintendent, business manager or a person who has been designated by them to receive reports of occurrences,

offenses, claims and “suits” shall have such knowledge or shall have received such demand, notice, summons, or legal paper from the agent, servant or “employee.”

### **DUTIES IN THE EVENT OF AN ACT, ERROR OR OMISSION, OR “CLAIM: OR “SUIT” – EMPLOYEE BENEFITS LIABILITY (CLIC CGL MOC):**

#### **FOR THE PURPOSES OF THE COVERAGE PROVIDED BY THIS ENDORSEMENT, CONDITIONS 2. AND 4. OF SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS ARE REPLACED BY THE FOLLOWING:**

- a. You must see to it that we are notified as soon as practicable of an act, error or omission which may result in a “claim.” To the extent possible, notice should include:
  1. What the act, error or omission was and when it occurred; and
  2. The names and addresses of anyone who may suffer damages as a result of the act, error or omission.
- b. If a “claim” is made or “suit” is brought against any Member, you must:
  1. Immediately record the specifics of the “claim” or “suit” and the date received; and
  2. Notify us as soon as practicable.You must see to it that we receive written notice of the “claim” or “suit” as soon as practicable.
- c. You and any other involved Member must:
  1. Immediately 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 defense against the “suit,” and
  4. Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the Member because of an act, error or omission to which this coverage may also apply.
- d. No Member will, except at that Member’s own cost, voluntarily make a payment, assume any obligation or incur any expense without our consent.

Knowledge of an act, error or omission, “claim” or “suit” by an agent, servant or “employee” of any Member; and receipt of any demand, notice, summons, or other legal paper in connection with a “claim” or “suit” by any agent, servant, or “employee” of any Member shall not in itself constitute knowledge of the Member or receipt by the Member unless your school superintendent, business manager or a person who has been designated by them to receive reports of acts, errors or omissions, “claims” and “suits” shall have such knowledge or shall have received such demand, notice, summons, or legal paper from the agent, servant or “employee”.

### **DUTIES IN THE EVENT OF OCCURRENCE, CLAIM OR SUIT – POLICE PROFESSIONAL LIABILITY (CLIC CGL MOC):**

- a. On a quarterly basis, you must provide us with a written summary (loss run) of all “occurrence,” claims or “suits” which have or may result in payments within the “Self-Insured Retention.” This written summary must show:
  1. The date of the “occurrence”; and
  2. The name(s) of the injured person(s) or identification of the damaged property; and
  3. A description of the injury or damage; and
  4. The amount paid or reserved, including supplementary payments, resulting from the “occurrence,” claim or “suit.”
- b. The Member shall give prompt notice to us if an injury of the following type occurs and provide written notice to us within ten (10) days thereafter:

1. Gross indemnity and expense reserve equal to or exceeding 50% of the “Self-Insured Retention”;
  2. A fatality;
  3. Spinal cord injuries or other nerve damage resulting in paralysis;
  4. Brain or brain stem injury;
  5. Amputation of extremity or a crushing injury without amputation that renders extremity useless;
  6. 2nd and 3rd degree burns covering 25%, or more, of the body or involving hands or facial disfigurement;
  7. Permanent impairment of vision by 50%;
  8. Permanent impairment of hearing by 50%;
  9. Back injuries requiring surgical correction or with disability of one year or more;
  10. Any claim that is going to trial;
  11. Acquired Immune Deficiency Syndrome (AIDS) or infection by Human Immunodeficiency Virus (HIV);
  12. Permanent disfigurement
  13. Class action claims;
  14. Claims alleging civil rights violations under state or federal law;
  15. Claims involving employment-related allegations;
  16. Reopening of any case in which further award might involve indemnity by us.
- c. You and any other involved Member must:
1. Immediately 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 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 Member because of injury or damage to which this coverage may also apply;
  5. Consent to being examined and questioned by our representative, under oath if necessary;
  6. Upon our request attend hearings, depositions and trials; and
  7. Secure and give evidence to us, and obtain the attendance of witnesses.
- d. No Member will, except that Member’s own cost, voluntarily make a payment, assume any Obligation, or incur any expense, other than for first-aid, in excess of the “Self-Insured Retention” without our prior, written consent.

## **DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS – COMMERCIAL AUTO (CLIC CGL MOC):**

### **WE HAVE NO DUTY TO PROVIDE COVERAGE UNDER THIS COVERAGE DOCUMENT UNLESS THERE HAS BEEN FULL COMPLIANCE WITH THE FOLLOWING DUTIES:**

- a. In the event of “accident,” claim, “suit” or “loss,” you must give us or our authorized representative prompt notice of the “accident” or “loss” include:
  1. How, when and where the “accident” or “loss” occurred;
  2. The “member’s” name and address; and
  3. To the extent possible, the names and addresses of any injured persons and witnesses.
- b. Additionally, you and any other involved “member” must:
  1. Assume no obligation, make no payment or incur no expense without our consent, except at the “member’s” own cost.
  2. Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or “suit.”
  3. Cooperate with us in the investigation or settlement of the claim or defense against the “suit.”



4. Authorize us to obtain medical records or other pertinent information.
  5. Submit to examination, at our expense, by physicians of our choice, as often as we reasonably require.
  6. Promptly notify the police if a hit-and-run driver is involved.
  7. Give us written notice of a “tentative settlement” and allow us to advance payment in an amount equal to that settlement within 30 days after receipt of notification to preserve our rights against the owner or operator of the “underinsured motor vehicle.”
  8. File “suit” against the owner or operator of the “underinsured motor vehicle” prior to the conclusion of a “settlement agreement.” Such “suit” cannot be abandoned or settled without giving us written notice of a “tentative settlement” and allowing us 30 days to advance payment in an amount equal to that settlement to preserve our rights against the owner or operator of the “underinsured motor vehicle.”
  9. Provide us with the name and address of the owner of the “uninsured motor vehicle” or a registration number and description of such vehicle, or any other available information to establish that there is no applicable motor vehicle property damage liability coverage.
- c. If there is “loss” to a covered “auto” or its equipment you must also do the following:
1. Promptly notify the police if the covered “auto” or any of its equipment is stolen.
  2. 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.
  3. Permit us to inspect the covered “auto” and records providing the “loss” before its repair or disposition.
  4. Agree to examinations under oath at our request and give us a signed statement of your answers.

#### **DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM, OR SUIT:**

- ◆ You must see to it that we are notified as soon as possible of an “occurrence” or an offense which may result in a claim. To the extent possible, notice should include:
  - How, when, and where “occurrence” or offense took place
  - The names and addresses of any injured person and witnesses
  - The nature and location of any injury or “damage” arising out of the “occurrence” or offense
- ◆ If a claim is made or “suit” is brought against any insured, you must:
  - Immediately record the specifics of the claim or “suit” and date received
  - Immediately notify us in writing
- ◆ You and any other involved insured must:
  - Immediately send us copies of any demands, notices, summonses, or legal papers received in connection with the claim or “suit”
  - Authorize us to obtain records and other information
  - Cooperate with us in the investigation or settlement of the claim or defense against the “suit”
  - 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 insurance may also apply
- ◆ 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

#### **EXTENDED REPORTING PERIOD – EMPLOYEE BENEFITS LIABILITY (CLIC GL MOC):**

1. You will have the right to purchase an Extended Reporting Period, as described below, if:
  - a. This endorsement is canceled or not renewed; or
  - b. We renew or replace this endorsement with coverage that:
    - (1) Has a Retroactive Date later than the date shown in the Schedule of this endorsement; or
    - (2) Does not apply to an act, error or omission on a claims-made basis.

2. The Extended Reporting Period does not extend the coverage document period or change the scope of coverage provided. It applies only to “claims” for acts, errors or omissions that were first committed before the end of the coverage document period but not before the Retroactive Date, if any, shown in the Schedule. Once in effect, the Extended Reporting Period may not be canceled.

3. An Extended Reporting Period of five years is available, but only by an endorsement and for an extra charge.

You must give us a written request for the endorsement within 60 days after the end of the coverage document period. The Extended Reporting Period will not go into effect unless you pay the additional contribution promptly when due.

We will determine the additional contribution in accordance with our rules and rates. In doing so, we may take into account the following:

- a. The “employee benefit programs” covered;
- b. Previous types and amounts of coverage;
- c. Limits of coverage available under this endorsement for future payment of damages; and
- d. Other related factors.

The additional contribution will not exceed 100% of the annual contribution for this endorsement.

The Extended Reporting Period endorsement applicable to this coverage shall set forth the terms, not inconsistent with this Section, applicable to the Extended Reporting Period, including a provision to the effect that the coverage afforded for “claims” first received during such period is excess over any other valid and collectible coverage or insurance available under coverages or policies in force after the Extended Reporting Period starts

4. If the Extended Reporting Period is in effect, we will provide an extended reporting period aggregate limit of coverage described below, but only for claims first received and recorded during the Extended Reporting Period.

The extended reporting period aggregate limit of coverage will be equal to the dollar amount shown in the Schedule of this endorsement under Limits of Coverage.

Paragraph D.1.b. of this endorsement will be amended accordingly. The Each Employee Limit shown in the Schedule will then continue to apply as set forth in Paragraph D.1.c.

## Commercial Automobile

Covered Auto Symbol	Coverage
1	Liability
N/A	Auto Medical Payments
2	Uninsured Motorist
2	Underinsured Motorist
See Property Coverage	Physical Damage – Comprehensive Coverage
See Property Coverage	Physical Damage – Collision Coverage
See Property Coverage	Physical Damage – Towing and Labor
See Auto MOC	Garage Liability
See Auto MOC	Garagekeepers Liability

Commercial Automobile policies utilize a set of coverage symbols to stipulate a category of covered autos. One or more symbols are assigned to each coverage purchased indicating which autos that coverage applies to. Please refer to your policy and make certain that you read and understand the various auto symbols and associated descriptions. Specific symbols may apply to either a particular kind of vehicle or the vehicle’s ownership status. The symbols could also differ depending upon whether the coverage is for Liability or Physical Damage. Also, in certain circumstances, an insurance company may agree to provide coverage for an auto scenario that is not described in the auto symbols. When this occurs, a unique symbol and related description is used. If you have any questions regarding the auto symbols or associated descriptions contained in your policy, please contact us.

# Description of Covered Auto Designation Symbols

Symbol	Description of Covered Auto Designation Symbols	
1	Any "Auto"	
2	Owned "Autos" Only	Only those "autos" you own (and for Liability coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" you acquire ownership of after the policy begins.
3	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.
4	Owned "Autos" Other than Private Passenger "Autos" Only	Only those "autos" you own that are not of the private passenger type (and for Liability coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" not of the private passenger type you acquire ownership of after the policy begins.
5	Owned "Autos" Subject to No-Fault	Only those "autos" you own that are required to have No-Fault benefits in the state where they are licensed or principally garaged. This includes those "autos" you acquire ownership of after the policy begins provided they are required to have No-Fault benefits in the state where they are licensed or principally garaged.
6	Owned "Autos" Subject to a Compulsory Uninsured Motorists Law	Only those "autos" you own 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. This includes those "autos" you acquire ownership of after the policy begins provided they are subject to the same state uninsured motorist's requirement.
7	Specifically Described "Autos"	Only those "autos" described in Item Three of the Declarations for which a premium charge is shown (and for Liability coverage any "trailers" you don't own while attached to any power unit described in Item Three).
8	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.
9	Nonowned "Autos" Only	Only those "autos" you do not own, lease, hire, rent, or borrow that are used in connection with your business. This includes "autos" owned by your "employees," partners (if you are a partnership), members (if you are a limited liability company), or members of their households but only while used in your business or your personal affairs.
19	Mobile Equipment Subject to Compulsory or Financial Responsibility or Other Motor Vehicle Insurance Law Only	Only those "autos" that are land vehicles and that would qualify under the definition of "mobile equipment" under this policy if they were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where they are licensed or principally garaged.

**Coverage:** Crime  
**Carrier:** CLIC  
**Policy Period:** 7/1/2023 to 7/1/2024  
**Form Type:** Per Occurrence

Coverage	Limit	
Money and Securities (Within Premises)	\$1,000,000	Each and Every Loss
Money and Securities (Outside Premises)	\$1,000,000	Each and Every Loss
Commercial Blanket Bond	\$1,000,000	Each and Every Loss – Excludes Employees Known to have Committed Fraudulent or Dishonest Acts
Depositors Forgery	\$1,000,000	Each and Every Loss
Maintenance Deductible	\$2,500	Per Occurrence

\* Premium includes TRIA premium that is included in the CLIC Package. This additional premium can be removed with acceptance of an absolute Terrorism exclusion.

**The following is a general summary of the Insuring Agreement. Actual policy form should be sought for complete terms and conditions.**

**COVERAGES INCLUDE, BUT ARE NOT LIMITED TO:**

- ◆ **Employee Dishonesty (Blanket) Form A** – Your loss of money, securities, and other property resulting from employee dishonesty while acting alone or in collusion with others
- ◆ **Forgery and Alteration** – Loss resulting from forgery or alteration of checks or similar promises of payment that you or your agent have issued, or similar instruments issued in your name payable to a fictitious entity
- ◆ **Theft, Disappearance, and Destruction** – Your loss of money and securities used in your business for the limits indicated above
- ◆ **Coverage Includes:**
  - Any loss or losses caused by an employee regardless of the number of acts involved
  - Direct loss of money, securities, and other property caused by theft or forgery by any employee of any insured
  - Coverage is automatically excluded for any employee if you (or any partner, officers, or directors) not in collusion with that employee having knowledge of any dishonest act committed by that employee before or after being hired
  - Employee Benefit Plans
  - Robbery or attempted robbery at listed premises, safe burglary, or attempted safe burglary at listed premises damaged to the premises resulting from robbery or safe burglary
  - Blanket Coverage – all locations
  - The reporting period for crime losses is one year from expiration
  - Faithful performance is not included in the Commercial Blanket Bond
  - Terrorism coverage is included

**EXCLUSIONS INCLUDE, BUT ARE NOT LIMITED TO:**

- ◆ Employee Cancelled Under Prior Insurance
- ◆ Inventory Shortages
- ◆ Bonded Employee

- ◆ Treasurer or Tax Collector

## **ENDORSEMENTS INCLUDE, BUT ARE NOT LIMITED TO: CRIME FORMS**

- ◆ Public Entity Crime Coverage Declaration
- ◆ School Crime General Provisions Form
- ◆ Schools Forgery or Alteration (Coverage Form B)
- ◆ Schools Theft, Disappearance (Coverage Form – C)
- ◆ School Employee Dishonesty (Coverage Form – O)
- ◆ Add Faithful Performance of Duty

## **DUTIES IN THE EVENT OF LOSS (CLIC CRIME MOC)**

After your school superintendent, business manager or a person who has been designated by them “discovers” 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 Coverage Agreement A.1., A.2. or A.3.) involves a violation of law, you must also notify the local law enforcement authorities.
- (2) Submit to examination under oath at our request and give us a signed statement of your answers.
- (3) Produce for our examination all pertinent records.
- (4) Give us a detailed, sworn proof of loss within 120 days.
- (5) Cooperate with us in the investigation and settlement

**Coverage:** Property including Buildings, Contents, Mobile Equipment, EDP, Inland Marine, and Auto Physical Damage (See Below)

**Carrier:** CLIC

**Policy Period:** 7/1/2023 to 7/1/2024

**Form Type:** Per Occurrence

Coverage	Limit	Valuation Type	Deductible
Property	\$575,000,000 Per Occurrence	Replacement Cost except for vehicles which are Actual Cash Value (ACV)	\$2,500

\* Premium includes TRIA premium that is included in above. This additional premium can be removed with acceptance of an absolute Terrorism exclusion. Premium may be subject to Surplus Lines Taxes.

**The following is a general summary of the Insuring Agreement. Actual policy form should be sought for complete terms and conditions.**

**COVERAGES INCLUDE, BUT ARE NOT LIMITED TO:**

- ◆ Coverage Extensions: Includes all primary coverage extensions including: Buildings, Contents, Mobile Equipment, Accounts Receivable, Valuable Papers, Fine Arts, EDP Equipment including Media and Extra Expense, Business Interruption, Extra Expenses, Builders Risk, Vehicle Values, and Miscellaneous Property (includes Auto Physical Damage), **all as per schedule on file with CLIC**

**PROPERTY COVERED:**

- ◆ Property you own
- ◆ Property you agree to insure via contract (normal to your operations)
- ◆ Property for which you are legally liable to provide coverage
- ◆ Leasehold improvements
- ◆ Business Income/Extra Expense coverages (on schedule provided to Insurer)

**PLEASE NOTE THE FOLLOWING SUBLIMITS AND CONDITIONS:**

- ◆ Total insured values: As per Schedule of Values on File with CLIC
- ◆ Flood: \$50,000,000 aggregate in any one policy year (\$10,000,000 Flood Zone A)
- ◆ Earthquake: \$49,000,000 aggregate in any one policy year
- ◆ Basis of Recovery: Replacement Cost except ACV on Vehicles (see below), Mobile Equipment, and school buses in the open, and actual loss sustained on Business Interruption.
  - \$60,000,000 Vehicles in any one occurrence – Actual Cash Value Basis
  - \$1,000,000 Newly Acquired Vehicles in any one occurrence
  - \$70,000,000 Ordinance or Law undamaged portion in any one occurrence
  - \$11,000,000 Newly Constructed or Acquired Property in any one occurrence (90-day reporting) – Does not apply to Frame Builders Risk
  - 25% Debris Removal – 25% of the amount the company pays for the direct physical loss or damage to the insured property
  - \$11,000,000 Builders Risk (Frame Builders Risk excluded) For Renovation and Short Term Projects – \$10,000,000 Sublimit as per schedule on file with carrier
  - \$16,000,000 Accounts Receivables, in any one occurrence
  - \$416,000,000 Electronic Data Processing Equipment, in any one occurrence
  - \$36,000,000 Electronic Data Processing Media, in any one occurrence

- \$21,000,000 Electronic Data Processing Extra Expense, in any one occurrence
- \$26,000,000 Fine Arts, in any one occurrence
- \$26,000,000 Valuable Papers, in any one occurrence
- \$26,000,000 Business Income, in any one occurrence
- \$261,000,000 Extra Expense – in any one occurrence
- \$47,000,000 Mobile Equipment in any one occurrence
- \$1,000,000 Newly Acquired Mobile Equipment in any one occurrence
- \$51,000,000 Musical Instruments in any one occurrence
- \$126,000,000 Audio Visual in any one occurrence
- \$38,270,433 Miscellaneous Property in any one occurrence
- \$26,000,000 Fiber Optic Cables in any one occurrence
- ◆ 90-Day Notice of Cancellation except 10 days for Nonpayment
- ◆ Terrorism coverage is included
- ◆ Joint Loss Agreement

### **EXCLUSIONS INCLUDE, BUT ARE NOT LIMITED TO:**

- ◆ Unintentional Errors & Omissions
- ◆ Any Tanks, Flues, Pipes and Drains or Passage Ways which are Buried Underground
- ◆ Any Vacant Location will be Valued on an Actual Cash Value Basis in Lieu of Replacement Cost Basis (See below Exclusion)
- ◆ Government Action
- ◆ Nuclear Hazard
- ◆ Electronic Vandalism
- ◆ Pathogenic or Poisonous Biological or Chemical Materials
- ◆ War and Military Action
- ◆ “Frame” Builders Risk Projects
- ◆ Loss Due to Virus or Bacteria
- ◆ Over-the-Road coverage for Vehicles

### **VACANT LOCATIONS EXCLUSION:**

- ◆ **This policy does not apply to loss or damage caused by or resulting from any of the following:**
  - **Any of the following causes of loss, even if they are causes of loss otherwise insured under this policy, if the building or leased premises where loss or damage occurs has been “vacant” for more than 60 consecutive days before that loss or damage occurs:**
    - **Vandalism;**
    - **Sprinkler leakage;**
    - **Building glass breakage;**
    - **Accident discharge or leakage of water or steam as the direct result of the breaking apart or cracking of any system or appliance (other than a sump system including its related equipment and parts) containing water or steam;**
    - **Theft; or**
    - **Attempted theft**

### **ENDORSEMENTS INCLUDE, BUT ARE NOT LIMITED TO:**

- ◆ High and Moderate Hazard Earthquake, Volcanic Eruption, Landslides and Mine Subsidiary Counties
- ◆ Exclusion of Loss Due to Virus or Bacteria
- ◆ To report a Property Claim
- ◆ Protection of Property Expense – Exclusion and Underlying Insurance Limitation
- ◆ This policy does not apply to any expense incurred to move or otherwise safeguard property against the threat of loss or damage by any cause of loss, even if that cause of loss is insured against under



this policy. IF such expense is insured against in the “underlying insurance,” the most that such expense may contribute to the “ultimate net loss” is \$250,000, even if a higher sublimit is provided by the “underlying insurance” for such coverage.

◆ Joint Loss Agreement

**NOTICE OF LOSS AND DUTIES IN THE EVENT OF LOSS OR DAMAGE (CLIC PROPERTY MOC):**

1. The Member must see that the following are done in the event of loss of or damage:
  - a. Notify the police if a law may have been broken.
  - b. Give the Coverage Provider prompt notice of the loss or damage. Include a description of the property involved.
  - c. As soon as possible, give the Coverage Provider a description of how, when, and where the loss or damage occurred.
  - d. Promptly make claim in writing against any other party, which had custody of the Covered Property at the time of loss.
  - e. Take all reasonable steps to protect the Covered Property from further damage, and keep a record of expenses necessary to protect the Covered Property, for consideration in the settlement of the claim. This will not increase the Limit of Coverage. However, the Coverage Provider 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.
  - f. At the request of the Coverage Provider, give the Coverage Provider complete inventories of the damaged and undamaged property. Include quantities, costs, values and amount of loss claimed.
  - g. As often as may be reasonably required, permit the Coverage Provider to inspect the property and records proving the loss or damage and examine the Member’s books and records.  
  
Also permit the Coverage Provider to take samples of damaged and undamaged property for inspection, testing and analysis and permit the Coverage Provider to make copies from the Member’s books and records.
  - h. Send the Coverage Provider a signed, sworn proof of loss containing the information that the Coverage Provider requests to investigate the claim. The Member must do this within 60 days after the Coverage Provider’s request. The Coverage Provider will supply the Member with the necessary forms.
  - i. Cooperate with the Coverage Provider in the investigation or settlement of the claim.
  - j. The Member must also permit the Coverage Provider to inspect the Covered Vehicles and records proving the loss before the repair or disposition of the Covered Vehicles.
2. The Coverage Provider may examine any Member under oath, while not in the presence of any other Member and at

such times as may be reasonably required, about any matter relating to this coverage or the claim, including a Member’s

books and records. In the event of an examination, a Member’s answers must be signed.

Coverage: Boiler and Machinery  
 Carrier: Federal Insurance Company  
 Policy Period: 7/1/2023 to 7/1/2024

Coverage	Limit	Deductible
Boiler & Machinery	\$250,000,000 Blanket Limit over all premises	\$5,000 Combined Property Damage, Business Income, and Extra Expense and See Below

\* Premium includes TRIA premium. This additional premium can be removed with acceptance of an absolute Terrorism exclusion. Premium may be subject to Surplus Lines Taxes.

**The following is a general summary of the Insuring Agreement. Actual policy form should be sought for complete terms and conditions.**

### COVERAGES INCLUDE, BUT ARE NOT LIMITED TO:

Coverage	Chubb Group of Insurance Companies
Blanket Limit ◆ Property Damage ◆ Business Income with Extra Expense – Extended Period – 180 days	\$250,000,000 Blanket limit over all premises
Ammonia Contamination	\$2,500,000 Blanket limit over all premises
Debris Removal	\$1,000,000 Blanket limit over all premises
Dependent Business Premises – Included	\$2,500,000 Limit of Insurance
Electronic Data	\$2,500,000 Blanket limit over all premises
Expediting Expenses	\$10,000,000 Blanket limit over all premises
Fungus Clean up or Removal	\$250,000 Blanket limit over all premises
Ingress and Egress	\$250,000 Blanket Limit over All Premises
Loss of Utilities	\$5,000,000 Blanket limit over all premises
Off-Premises Property Damage	\$250,000 Limit of Insurance
Pair and Set	\$250,000 Blanket limit over all premises
Pollutant Cleanup or Removal – Property Damage	\$250,000 Blanket limit over all premises
Pollutant Cleanup or Removal – Business Income	\$250,000 Blanket limit over all premises
Preparation of Loss Fees – Property Damage	\$250,000 Blanket limit over all premises
Preparation of Loss Fees – Business Income	\$250,000 Blanket limit over all premises
Spoilage – Scheduled Locations	\$5,000,000 Blanket Limit over all premises
Spoilage – Utility Owned Equipment	\$5,000,000 Blanket Limit over all premises
Unintentional Errors or Omissions Property Damage	\$500,000 Limit of Insurance
Water Damage	\$10,000,000 Blanket limit over all premises
Newly Acquired Premises	180 Days

The \$250,000 Blanket Limit of Insurance shown below applies to the coverages shown below and may be apportioned to any one or combination of the coverages shown below at the time of loss. This Blanket Limit of Insurance applies separately at each premises shown in the Declarations and is subject to the Property Deductible specific in the Declarations.

Separate specific Limits of Insurance may be purchased for any of these coverages. If purchased, the blanket limit of insurance will apply to the specific limit at the time of the loss.

**\$250,000 Blanket Limit of Insurance**

Electronic Data  
 Expediting Expenses  
 Public Safety Service Charge  
 Spoilage – Scheduled Locations  
 Spoilage – Utility Owned Equipment  
 Water Damage

Coverages	Deductible
<ul style="list-style-type: none"> <li>◆ Property Damage</li> <li>◆ Business Income and Extra Expense</li> </ul>	\$5,000 Combined
<b>Co-Generator Plants and ICEs @ locations:</b>	<b>\$10,000</b>
Dependent Business Premises	24 Hours
Loss of Utilities	24 Hours

**AUDITABLE EXPOSURES AND AUDIT FREQUENCY, IF APPLICABLE:**

- ◆ As per Schedule of Values on file with carrier
- ◆ This is a non-auditable policy

**EXCLUSIONS INCLUDE, BUT ARE NOT LIMITED TO:**

- ◆ Earth Movement
- ◆ Nuclear Hazard
- ◆ War and Military Action

**ENDORSEMENTS INCLUDE, BUT ARE NOT LIMITED TO:**

- ◆ How to Report a Loss
- ◆ Premium summary
- ◆ Schedule of Forms
- ◆ Property Declarations with Premises Locations
- ◆ Named Insured Endorsement
- ◆ Cap on Certified Terrorism Losses
- ◆ Insuring Agreement
- ◆ Supplementary Declarations – Property
- ◆ Property Damage (Contract)
- ◆ Property Business Income with Extra Expense
- ◆ Property/Business Income Conditions and Definitions
- ◆ Supplementary Declarations – Business Income
- ◆ Combined Property Damage and Business Income deductible
- ◆ Special Deductible or Waiting Period – Specific Property
- ◆ Illinois Mandatory – Conditions
- ◆ Important Notice to Policyholders – TRIPRA

**INSURED’S DUTIES IN THE EVENT OF LOSS OR DAMAGE – CHUBB BOILER & MACHINERY POLICY:**

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

- ◆ Notify us, or one of our authorized representatives, as soon as possible, as to what occurred. Include a description of the property involved, the time and place of the loss or damage, and names and addresses of available witnesses. If there has been loss or damage that may result in a loss under

Business Income or Extra Expense Insurance, notify us by telephone, telegraph or facsimile at our expense.

- ◆ Notify the police if a law may have been violated.
- ◆ Take every reasonable step to protect the covered property from further damage, and keep a record of your expenses necessary to protect such covered property for consideration in the settlement of the claim. This will not increase any Limit of Insurance. However, we will not pay for any subsequent loss or damage resulting from a peril that is not a covered peril. Also, if feasible, set such damaged property aside and in the best possible order for examination.
- ◆ If you intend to continue your business you must resume all of part of your operations as quickly as possible.
- ◆ File with us, or with our authorized representative, sworn proof of loss within 90 days after the date of loss or damage.
- ◆ Cooperate with us in the investigation, settlement or handling of any claim.
- ◆ Authorize us to obtain records or reports necessary for our investigation.
- ◆ At our request, give us complete inventories of the damaged and undamaged property. Include quantities, costs, values and amount of loss or damage claimed.
- ◆ As often as may be reasonably required, permit us to inspect the property and examine your books and records.
- ◆ Permit us to take samples of the damaged and undamaged property for inspection, testing and analysis, and permit us to make copies of your books and records.
- ◆ Permit us to examine any insured under oath, outside the presence of any other insured at such times as may be reasonably required, about any matter relating to this insurance or the claim, including an insured's books and records. In the event of an examination, an insured's answers must be signed.

Failure of an agent or one of your employees, other than an officer, to notify us of any loss or damage that such agent or employee knows about will not affect the insurance afforded you by this policy.

**Coverage:** Primary School Board Legal Liability  
**Carrier:** Lexington Insurance Company  
**Policy Period:** 7/1/2023 to 7/1/2024  
**Form Type:** Claims-Made Coverage Document First Inception Date: 7/1/2001  
Expanded Coverage First Inception Date: 7/1/2007

Coverage	Limit	Retention/Deductible
School Board Legal Liability		
Policy Damages	\$1,000,000 Each Loss and Aggregate for Each Policy Year Per Member District (Aggregate for Damages) \$2,000,000 Aggregate Excess Limit	See Below  Varies by Member – see below Tiers:  \$20,000 Member Deductible  \$30,000 Member Deductible  \$40,000 Member Deductible  \$55,000 Member Deductible  \$80,000 Member Deductible  \$105,000 Member Deductible
Desegregation	\$100,000 (Aggregate Per School District for Claim Expenses)	See Above Member Deductible
Breach of Contract	\$100,000 (Aggregate Per School District for Claim Expenses)	See Above Member Deductible
IEP Hearing	\$250,000 (Aggregate Per School District for Claim Expenses)	See Above Member Deductible
Breach of Fiduciary Duty – Employee Benefit Plan	\$25,000 (Aggregate Per School District for Claim Expenses)	No Deductibles
School Board Legal Liability Loss Fund		

\* Effective January 1, 2006, TRIA does not apply to Professional Liability policies.

**The following is a general summary of the Insuring Agreement. Actual policy form should be sought for complete terms and conditions.**

**Note: This School Board Legal Liability policy provides \$1,000,000 Limit for Employment Practices Liability. The CLIC Excess Liability Reinsurers provide follow form coverage up to policy limits.**

**NAMED INSURED:**

Means the educational entity and any person while acting solely within the course and scope of his/her duties and responsibilities on behalf of the educational entity as:

- ◆ School Entity
- ◆ Board of Education of School Entity
- ◆ An Official/Staff/Faculty
- ◆ Any officer, Trustee, Director, or Superintendent
- ◆ An Employee (Full or Part Time)
- ◆ A Volunteer
- ◆ A Student Teacher

Insured does not include an independent contractor as defined by Federal Tax Laws or person working on a retainer basis.

## COVERED PERILS:

- ◆ Enhanced Employment Legal Liability Coverage – This provides coverage for any claim or loss arising out of bodily injury, sickness, disease, disability, shock, humiliation, embarrassment, mental injury, mental anguish, emotional distress, or injury to personal or business reputation or character.
- ◆ Outside Directors Endorsement – This provides coverage for claims to which the policy otherwise applies against the designated persons for activities in the course and scope of serving on the designated outside entity provided that the outside conditions are satisfied.
  - ◆ The nonprofit organization is tax exempt for federal income tax purposes;
  - ◆ The appointment of the official or employee to the nonprofit organization is based solely upon the person's being an official or employee of the School Entity; and
  - ◆ The official or employee is directed in writing by the School Entity to serve as a director or officer.
- ◆ Nonmonetary Suit Coverage – This provides coverage for any suit against the insured seeking nonmonetary relief by reason of a wrongful act and which are otherwise covered by this policy.

## TERRITORY:

This Policy applies to Wrongful Acts committed anywhere in the world provided Claim is made in the United States of America, its territories or possessions, or Canada.

## DEFINITIONS:

**Claim** means:

1. a written or oral demand for money, services, non-monetary relief or injunctive relief;
2. an administrative proceeding that is not defined as a **Suit**; or
3. a **Suit**.

**Damages** means any amount that a **Member** shall be legally required to pay because of judgments or for settlements; provided that **Damages** shall not include: (1) any amounts for which the **Member** is not financially liable or for which there is no legal recourse against the **Member**; (2) the cost and expenses of complying with an injunction or other form of equitable relief including, but not limited to, complying with the Americans with Disabilities Act (hereinafter referred to as “**ADA**”) or any liability or costs incurred by any Member to modify any building or property in order to make said building or property more accessible or accommodating to any disabled person; (3) the reimbursement of tuition, books, transportation expenses and other fees associated with educational activities; (4) any liability or costs incurred in connection with any educational, sensitivity, or other training program, policy or seminar relating to a **Claim** alleging discrimination or other **Employment Practices Violation**; (5) any amount that a **Member** shall be required to pay pursuant to an **IEP Hearing** award, other than prevailing party fees; (6) employment-related benefits, stock options, perquisites, deferred compensation or any other type of compensation other than salary, wages or bonus compensation in a settlement or judgment for an Employment Practice Violation;

(7) the multiple portion of multiple damages; (8) the return, withdrawal or reduction of any fees or expenses; (9) fines or penalties; or (10) matters deemed uninsurable under the law pursuant to which this coverage document is construed.

**Damages** also means with respect to a covered judgment:

- (1) punitive, exemplary and multiple damages (where insurable by law);
- (2) front pay and back pay;
- (3) pre-judgment interest; and
- (4) post-judgment interest that accrues after entry of judgment and before the **Coverage Provider** has paid, offered to pay or deposited in court that covered part of the judgment within the applicable limit of liability.

**EEOC Proceeding** means an Equal Employment Opportunity Commission (or similar state, local or foreign agency) proceeding commenced after the **Expanded Coverage First Inception Date** by the filing of a notice of charges, service of complaint or similar document of which notice has been given to a **Member**.

**Employment Practices Violation(s)** means any actual or alleged:

1. wrongful dismissal, discharge or termination (either actual or constructive) of employment, including breach of an implied contract;
2. harassment (including sexual harassment whether “quid pro quo,” hostile work environment or otherwise);
3. discrimination (including, but not limited to, discrimination based upon age, gender, race, color, national origin, religion, sexual orientation or preference, pregnancy or disability);
4. **Retaliation**;
5. employment-related misrepresentation(s) to an Employee or applicant for employment with the **School Entity**;
6. wrongful failure to employ or promote;
7. wrongful deprivation of career opportunity with the **School Entity**, wrongful demotion or negligent **Employee** evaluation, including the giving of negative or defamatory statements in connection with an **Employee** reference to a prospective employer;
8. wrongful discipline;
9. failure to grant tenure;
10. failure to provide or enforce adequate policies and procedures relating to any **Employment Practices Violation**;
11. employment-related libel, slander, humiliation, or defamation; or
12. violation of an individual’s civil rights relating to any of the above;

But only if the **Employment Practices Violation** relates to an **Employee** or applicant for employment with the **School Entity** whether direct, indirect, intentional or unintentional.

**IEP** means an individual education plan to address the special educational needs of a student with disabilities that is developed by the: (1) **School Entity**; and (2) parent(s) or guardian(s) of a student.

**IEP Hearing** means a due process hearing: (1) conducted by an impartial officer; (2) arranged at the request of a parent(s) or guardian(s); and regarding an **IEP**.

**Suit** means:

1. a civil proceeding for monetary, non-monetary or injunctive relief that is commenced by service of a complaint or similar pleading;
2. an arbitration proceeding in which **Damages** are alleged and to which a **Member** must submit or does submit with the **Coverage Provider’s** prior written consent;
3. an **EEOC Proceeding**; or
4. an **IEP Hearing**.

In no event shall “**Suit**” include any labor or grievance proceeding which is subject to a collective bargaining agreement.

**Wrongful Act** means:

1. with respect to **Individual Members**, other than **Outside Entity Executives**; (i) any actual or alleged breach of duty, neglect, error, misstatement, misleading statement, omission, **Employment Practices Violation** or **Non-Employment Discrimination** by such **Members** in his or her respective capacities as such, or (ii) any matter claimed against such **Individual Member** solely by reason of his or her status as any of the capabilities listed in the Definition of **Individual Member** of the **School Entity**.
2. with respect to the **School Entity**, the Board of Education of the **School Entity**, or other governing board or body of the **Second Entity**, including the Board of Regents, Board of Trustees or Board of Directors, (i) any actual or alleged breach of duty, neglect, error, misstatement, misleading statement, omission, **Employment Practices Violation** or **Non-Employment Discrimination** by or on behalf of the **School Entity** or the Board of Education of the **School Entity**, or other governing board or body of the **School Entity** in the performance of duties, or (ii) any **Vicarious Liability**.
3. with respect to **Outside Entity Executives**, (i) any actual or alleged breach of duty, neglect, error, misstatement, misleading statement, or omission, in his or her capacity as such, or (ii) any matter claimed against such **Outside Entity Executives** solely by reason of his or her status as such.

Provided, however, that:

- 1 **Wrongful Acts** shall not mean and this coverage document shall not cover any actual or alleged breach of duty, neglect, error, or omission that results in: (a) a Failure of Security or (b) wrongful disclosure of **Private Information**; and
2. with respect to any **EEOC Proceeding**, **IEP Hearing** or arbitration made against a **Member** that has not progressed into a **Suit** as defined in paragraph 2.(mm)(1), **Wrongful Act** shall not mean any actual or alleged breach of duty, neglect, error, misstatement, misleading statement, omission, **Employment Practices Violation** or **Non-Employment Discrimination** committed, omitted or occurring prior to the **Expanded Coverage Retroactive Date**.

## **NOTICE/CLAIM REPORTING PROVISIONS – SCHOOL BOARD LEGAL**

- (a) Notice hereunder shall be given in writing and mailed to the addressee at the address identified in Item 8 of the Declarations. Notice shall include and reference this coverage document number as indicated in the Declarations. The date of mailing shall constitute the date that such notice was given and proof of mailing shall be sufficient proof of notice.
- (b) For all coverage under this coverage document:
  - (1) before coverage will apply, notice in writing of a **Claim** made against a **Member** must be given to the **Coverage Provider** as soon as practicable either:
    - (a) during the **Coverage Document Period** or any applicable **Extended Reporting Period**; or
    - (b) within thirty (30) days after the end of the **Coverage Document Period**, as long as such **Claim** is reported no later than thirty (30) days after the **Claim** was first made against a **Member** provided that renewal or replacement coverage for the next succeeding coverage document period has been purchased from the **Coverage Provider** (the “**Post Coverage Document Reporting Period**”);
  - (2) if notice pursuant to Subparagraph 7(b)(1) above has been given to the **Coverage Provider**, then any **Claim** which is subsequently made against a **Member** and reported to the **Coverage Provider** alleging, arising out of, based upon or attributable to the facts alleged in the **Claim** for which such notice has been given, or alleging any **Wrongful Act** which is the same as or a **Related Wrongful**



**Act** to that alleged in the **Claim** of which such notice has been given, shall be considered related to the first **Claim** and made at the time such notice was given; and

- (3) if during the **Coverage Document Period** or during an applicable **Extended Reporting Period** a **Member** shall become aware of any circumstances which may reasonably be expected to give rise to a **Claim** being made against a **Member** for a **Wrongful Act** that occurs prior to the end of the **Coverage Document Period**, and, during the **Coverage Document Period** or any applicable **Extended Reporting Period** written notice is given to the **Coverage Provider** of (i) such circumstances, (ii) the **Wrongful Act** allegations that are anticipated, and (iii) the reasons for anticipating such a **Claim**, with full particulars as to dates, persons and entities involved, then any **Claim** that is subsequently made against a **Member** arising out of such **Wrongful Act**, or the same **Wrongful Act** or **Related Wrongful Acts**, shall be treated as a **Claim** made against such **Member** and reported to the **Coverage Provider** at the time such notice of circumstances was given.

## WHAT MEMBER MUST DO IN THE EVENT OF A CLAIM – SCHOOL BOARD LEGAL LIABILITY

- (a) In addition to providing notice as required in this coverage document, the **Member** must also:
  - (1) send the **Coverage Provider** copies of all demands, suit papers, other legal documents and invoices for **Claim Expenses** received by such **Member**, immediately;
  - (2) immediately record the specifics of any **Claim** and the date such **Member** first received such **Claim**;
  - (3) upon the **Coverage Provider's** request, furnish to the **Coverage Provider** any and all documentation within the possession of the **Member**; and
  - (4) give to the **Coverage Provider**, and to any counsel the **Coverage Provider** appoints or approves to represent a **Member** in connection with a **Claim**, full cooperation and such information as the **Coverage Provider** or the counsel may require, including, but not limited to, assisting the **Coverage Provider** or the counsel in: (i) any investigation of a **Claim**, or other matter relating to the coverage afforded under this coverage document (including submission to an examination by the Coverage Provider or the **Coverage Provider's** designee, under oath if required by the **Coverage Provider**); (ii) making settlements; (iii) enforcing any legal rights any **Member** or the **Coverage Provider** may have against any person or entity who may be liable to a **Member**; (iv) attending depositions, hearings and trials; (v) securing and giving evidence, and obtaining the attendance of witnesses; and (vi) any inspection or survey conducted by the **Coverage Provider**.

## LOSS DOES NOT INCLUDE:

- ◆ Punitive damages, exemplary damages or the multiplied portions of any damage award;
- ◆ Sanctions, fines or penalties;
- ◆ Liquidated damages as provided under a contract or statute;
- ◆ Return of taxes, assessments, penalties, fines and/or fees;
- ◆ Salaries and wages of any insured, or other official, Employee or member or officer of the Educational Entity, or any governmental body, in connection with the investigation and/or defense of claims;
- ◆ Matters uninsurable under the law or against public policy;
- ◆ Costs of investigation and defense of Claims, including attorneys' fees and expenses, costs of appeal bonds, and costs taxed against the insured where another entity or insurer is obligated to defense or reimburse the insured for such costs;
- ◆ Employment Benefits owed as a result of a written Employment Contract that is not the result of a collective bargaining agreement.

## **ATTORNEYS:**

**Lexington Insurance Company will assign legal counsel to one of the following firms:**

### All Claims

- ◆ Engler, Callaway, Baasten & Sraga LLC
- ◆ Himes, Petrarca & Fester
- ◆ Kriha Boucek
- ◆ Franczek P.C.

### All Claims Except for Employment Practice cases

- ◆ Robbins, Schwartz, Nicholas, Lifton and Taylor

### Employment Practice Cases Only

- ◆ Clausen Miller PC

## **COVERAGES INCLUDE, BUT ARE NOT LIMITED TO:**

- ◆ Terrorism (TRIA) Coverage does not apply
- ◆ Defense in addition
- ◆ Administrative Hearings
- ◆ Breach of Contract
- ◆ Consultants and Independent Contractors
- ◆ Additional Insureds – Local Professional Development Committee
- ◆ Employment Practices Violation endorsement
- ◆ Outside Directorship Liability
- ◆ Nonmonetary Defense and Sublimit Endorsement
- ◆ Amend Exclusion 4 (removes Sexual Harassment Exclusion)

## **STATEMENT OF DEFENSE COSTS:**

- ◆ In addition to Policy Limit, and if so:
  - Limited

## **AUDITABLE EXPOSURES AND AUDIT FREQUENCY, IF APPLICABLE:**

- ◆ Policy may be subject to audit

## **EXCLUSIONS INCLUDE, BUT ARE NOT LIMITED TO:**

- ◆ Any Claim or Loss Arising Out of any insured gaining profit, remuneration or advantage to which any insured was not entitled
- ◆ Any Claim or Loss Arising Out of any criminal, dishonest, malicious, fraudulent or knowingly wrongful act or omission
- ◆ Any Claim or Loss Arising Out of inverse condemnation
- ◆ Any Claim or Loss Arising Out of strikes, lock-outs, riots, civil commotion, war, whether or not declared, civil war, insurrection, rebellion, revolution, or terrorism
- ◆ Any Claim or Loss Arising Out of ERISA Act of 1974 including insureds activities as Trustee to ERISA Plan
- ◆ Any Claim or Loss Arising Out of breach of contract, whether oral, written, or implied except any Employment Contract
- ◆ Any Claim or Loss Arising Out of Pollution or Nuclear activity

## ENDORSEMENTS INCLUDE, BUT ARE NOT LIMITED TO:

- ◆ Schools Professional and Management Liability Coverage Document Declarations
- ◆ Schools Professional and Management Liability Coverage Form
- ◆ Amendatory Endorsement – Illinois
- ◆ Coverage Territory Endorsement
- ◆ Named School Entity Endorsement
- ◆ Additional Member Endorsement (For Related Entities)
- ◆ Additional Member Endorsement (For Parent/Teacher Organizations)
- ◆ Choice of Counsel Endorsement
- ◆ Retentions Endorsement

## CLAIMS-MADE – CLAIM DEFINITION AND CLAIM REPORTING PROVISIONS:

**Claim** means:

1. a written or oral demand for money, services, non-monetary relief or injunctive relief;
2. an administrative proceeding that is not defined as a **Suit**; or
3. a **Suit**.

**Suit** means:

1. a civil proceeding for monetary, non-monetary or injunctive relief that is commenced by service of a complaint or similar pleading;
2. an arbitration proceeding in which **Damages** are alleged and to which a **Member** must submit or does submit with the **Coverage Provider's** prior written consent;
3. an **EEOC Proceeding**; or
4. an **IEP Hearing**.

In no event shall "Suit" include any labor or grievance proceeding which is subject to a collective bargaining agreement.

## EXTENDED REPORTING PERIOD CRITERIA:

- (a) Automatic Extended Reporting Period: If the **Coverage Provider** or the **Named School Entity** shall cancel or refuse to renew this coverage document the **Named School Entity** shall have the right to a period of sixty (60) days following the effective date of such cancellation or non-renewal (the "**Automatic Extended Reporting Period**") in which to give written notice to the **Coverage Provider** of any **Claim** made against the **Member** prior to the cancellation or non-renewal for any **Wrongful Act** committed before the end of the **Coverage Document Period**.
- (b) Optional Extended Reporting Period: If the **Coverage Provider** or the **Named School Entity** shall cancel or refuse to renew this coverage document, the **Named School Entity** shall have the right to a period of up to three (3) years following the effective date of such cancellation or nonrenewal (an "**Extended Reporting Period**"), upon payment of an additional contribution amount:
  - (1) for a one (1) year **Extended Reporting Period**, up to one hundred percent (100%) of the annualized coverage document contribution.
  - (2) for a two (2) year **Extended Reporting Period**, up to one hundred and fifty percent (150%) of the annualized coverage document contribution, or
  - (3) for a three (3) year **Extended Reporting Period**, up to two hundred percent (200%) of the annualized coverage document contribution, in which to give written notice to the **Coverage Provider** of any **Claim** made against the **Member** during said **Extended Reporting Period** and solely with respect to a **Wrongful Act** committed prior to the end of the **Coverage Document Period** and otherwise covered by this coverage document. This right shall terminate, however, unless written notice of such election together with the additional contribution due is received by the

**Coverage Provider** within thirty (30) days after the effective date of cancellation or non-- renewal. This clause and the rights contained herein shall not apply to any cancellation resulting from non-payment of contribution. If the **Named School Entity** exercises its right to purchase an **Extended Reporting Period**, that period incept at the end of the **Coverage Document Period** and there shall be no **Automatic Extended Reporting Period**.

As used herein, the term “annualized coverage document contribution” means the contribution set forth in Item 5 of the Declarations plus any additional contribution charged in connection with any additional coverage added by endorsement.

- (c) The Automatic Extended Reporting Period and Optional Extended Reporting Period described above do not increase or reinstate the Limits of Liability.

**Coverage:** Excess Liability – General Liability, Automobile Liability, School Board Legal Liability, Employee Benefits Liability, Employers Liability, and Police Professional Liability

**Carrier:** CLIC

**Policy Period:** 7/1/2023 to 7/1/2024

**Form Type:** Per Occurrence

Coverage	Limit
Excess Liability	See Below
General Liability and Employee Benefits Liability	\$1,000,000 Each Occurrence Limit Per Member \$3,000,000 Annual Policy Aggregate Limit Per Member
Automobile Liability	\$1,000,000 Each Accident Limit Per Member
Sexual Abuse and Molestation	\$1,000,000 Each Occurrence Limit Per Member \$1,000,000 General Annual Aggregate Limit Per Member
Police Professional Liability	\$1,000,000 Each Occurrence Limit Per Member \$3,000,000 Annual Policy Aggregate Limit Per Member
School Board Legal Liability	\$1,000,000 Annual Aggregate Limit Per Member \$1,000,000 Each Claim Per Member
Employers Liability	\$1,000,000 Per Occurrence

The following is a general summary of the Insuring Agreement. Actual policy form should be sought for complete terms and conditions.

**COVERAGES INCLUDE, BUT ARE NOT LIMITED TO:**

- ◆ Excess Liability – General Liability, Automobile Liability, School Board Legal Liability, Employers Liability, and Police Professional Liability

**STATEMENT OF DEFENSE COSTS:**

- ◆ In addition to Policy Limit, and if so:
  - Limited

**EXCLUSIONS INCLUDE, BUT ARE NOT LIMITED TO:**

- ◆ Cross Suits Exclusion
- ◆ War Exclusion
- ◆ Expected or Intentional Acts of Exclusion, with an exception for corporal punishment, but not law enforcement
- ◆ Contractual Agreement Assumption of Liability Exclusion
- ◆ PI/AI Electronic Media Exclusion
- ◆ Lead Exclusion
- ◆ Silica Exclusion
- ◆ Electromagnetic Radiation Exclusion
- ◆ Mold Exclusion
- ◆ Condemnation/Inverse Condemnation Exclusion
- ◆ Exclusion for Wrongful Acts arising out of labor disputes or negotiations or protections contained within the National Labor Relations Act
- ◆ Exclusion for coverage – Individuals with Disabilities Act (IDEA)

- ◆ Uninsured/Underinsured Motorists
- ◆ Cannabis

**Coverage:** Excess Liability – General Liability, Automobile Liability, School Board Legal Liability, Employers Liability, and Police Professional Liability

**Carrier:** CLIC

**Policy Period:** 7/1/2023 to 7/1/2024

**Form Type:** Per Occurrence

Coverage	Limit
Excess Liability	\$10,000,000 Occurrence/ Aggregate Per Member

The following is a general summary of the Insuring Agreement. Actual policy form should be sought for complete terms and conditions.

**COVERAGES INCLUDE, BUT ARE NOT LIMITED TO:**

- ◆ Excess Liability – General Liability, Automobile Liability, School Board Legal Liability, Employers Liability, and Police Professional Liability

**STATEMENT OF DEFENSE COSTS:**

- ◆ In addition to Policy Limit, and if so:
  - Limited

**EXCLUSIONS INCLUDE, BUT ARE NOT LIMITED TO:**

- ◆ PFAS and Related Chemicals
- ◆ Absolute Seepage, Pollution, Asbestos, and Lead Paint
- ◆ Hospital/Clinic Malpractice
- ◆ Airport/Aircraft Liability
- ◆ Inverse Condemnation
- ◆ ERISA
- ◆ Real and Personal Property in Care, Custody, and Control
- ◆ Certain Computer-Related Losses Due to Dates or Times
- ◆ Uninsured/Underinsured Motorists
- ◆ Organic Pathogens

**Coverage:** Excess Liability – General Liability, Automobile Liability, School Board Legal Liability, Employers Liability, and Police Professional Liability

**Carrier:** CLIC

**Policy Period:** 7/1/2023 to 7/1/2024

**Form Type:** Per Occurrence

Coverage	Limit
Excess Liability	\$10,000,000 Occurrence/ Aggregate per member

The following is a general summary of the Insuring Agreement. Actual policy form should be sought for complete terms and conditions.

### COVERAGES INCLUDE, BUT ARE NOT LIMITED TO:

- ◆ Excess Liability – General Liability, Automobile Liability, School Board Legal Liability, Employers Liability, and Police Professional Liability

### STATEMENT OF DEFENSE COSTS:

- ◆ In addition to Policy Limit, and if so:
  - Limited

### EXCLUSIONS INCLUDE, BUT ARE NOT LIMITED TO:

- ◆ Absolute Seepage, Pollution, Asbestos, and Lead Paint
- ◆ Hospital/Clinic Malpractice
- ◆ Airport/Aircraft Liability
- ◆ Inverse Condemnation
- ◆ Trampolines except this exclusion shall not apply to any mini-trampoline, springboard, or other similar rebounding device while its use is being supervised by a teacher, parapro, other employee, or volunteer of the district
- ◆ ERISA
- ◆ Real and Personal Property in Care, Custody, and Control
- ◆ Certain Computer-Related Losses Due to Dates or Times
- ◆ Uninsured/Underinsured Motorists



**Coverage:** Excess Liability – General Liability, Automobile Liability, School Board Legal Liability, Employers Liability, and Police Professional Liability

**Carrier:** CLIC

**Policy Period:** 7/1/2023 to 7/1/2024

**Form Type:** Per Occurrence

Coverage	Limit
Excess Liability	\$10,000,000 Each Occurrence/Aggregate Per Member

The following is a general summary of the Insuring Agreement. Actual policy form should be sought for complete terms and conditions.

**COVERAGES INCLUDE, BUT ARE NOT LIMITED TO:**

- ◆ Excess Liability – General Liability, Automobile Liability, School Board Legal Liability, Employee Benefits Liability, Employment Practices Liability, Employers Liability, and Police Professional Liability

**STATEMENT OF DEFENSE COSTS:**

- ◆ In addition to Policy Limit, and if so:
  - Limited

**EXCLUSIONS INCLUDE, BUT ARE NOT LIMITED TO:**

- ◆ Absolute Seepage, Pollution, Asbestos and Lead Paint
- ◆ Hospital/Clinic Malpractice
- ◆ Airport/Aircraft Liability
- ◆ Inverse Condemnation
- ◆ Trampolines except this exclusion shall not apply to any mini-trampoline, springboard, or other similar rebounding device while its use is being supervised by a teacher, parapro, other employee, or volunteer of the district
- ◆ Uninsured/Underinsured Motorist
- ◆ Organic Pathogens

**Coverage:** Excess Liability – General Liability, Automobile Liability, School Board Legal Liability, Employers Liability, and Police Professional Liability

**Carrier:** CLIC

**Policy Period:** 7/1/2023 to 7/1/2024

**Form Type:** Per Occurrence

Coverage	Limit
Excess Liability	\$5,000,000 Each Occurrence/Aggregate Per Member

The following is a general summary of the Insuring Agreement. Actual policy form should be sought for complete terms and conditions.

**COVERAGES INCLUDE, BUT ARE NOT LIMITED TO:**

- ◆ Excess Liability – General Liability, Automobile Liability, School Board Legal Liability, Employee Benefits Liability, Employment Practices Liability, Employers Liability, and Police Professional Liability

**STATEMENT OF DEFENSE COSTS:**

- ◆ In addition to Policy Limit, and if so:
  - Limited

**EXCLUSIONS INCLUDE, BUT ARE NOT LIMITED TO:**

- ◆ Absolute Seepage, Pollution, Asbestos and Lead Paint
- ◆ Hospital/Clinic Malpractice
- ◆ Airport/Aircraft Liability
- ◆ Inverse Condemnation
- ◆ Trampolines except this exclusion shall not apply to any mini-trampoline, springboard, or other similar rebounding device while its use is being supervised by a teacher, parapro, other employee, or volunteer of the district
- ◆ Uninsured/Underinsured Motorist
- ◆ Organic Pathogens

**Coverage:** Site Pollution Incident Legal Liability

**Carrier:** Ironshore Specialty Insurance Co

**Policy Period:** 7/1/2023 to 7/1/2024

**Form Type:** Claims-Made                      Retroactive Date: None Listed on Policy

**Coverage Descriptions:** Coverage A: Third-Party Claims for Bodily Injury, Property Damage, and Remediation Expenses  
Coverage B: First-Party Remediation Expenses  
Coverage C: Emergency Response Expenses  
Coverage D: Business Interruption  
Coverage E: Disinfection Event Expenses

Coverage	Deductible Each Incident	Each Incident Limit	Coverage Aggregate Limit	Policy Aggregate Limit	Mold Sublimit
A, B, C	\$35,000	\$2,000,000/\$2,000,000 Per Member Aggregate	\$65,000,000	\$65,000,000	\$2,000,000 \$100,000 Deductible
D	10 Days	90 Days' Business Interruption Limit	\$10,000,000 Business Interruption Limit		
E	\$35,000	\$500,000	\$500,000		

\* TRIA is excluded.

**The following is a general summary of the Insuring Agreement. Actual policy form should be sought for complete terms and conditions.**

**COVERAGES INCLUDE, BUT ARE NOT LIMITED TO:**

- ◆ On-Site and Off-Site Cleanup of Pollution Conditions
- ◆ On-Site and Off-Site Third-Party Claims for Bodily Injury and Property Damage from Pollution Conditions
- ◆ Legal Defense Expense
- ◆ Claims from the disposal of waste at off-site locations
- ◆ Definition of Pollution includes mold, legionella, carbon monoxide, and lead in drinking water
- ◆ Punitive Damages
- ◆ Disinfection Event Expenses and Expenses
  - Disinfection Event means any case or series of cases of the MRSA virus or other communicable virus, bacteria, or disease that requires reporting of such case or series of cases to any local, state, or federal governmental or public health care oversight agency or entity. Disinfection Event does not include Pollution Incidents.
  - Disinfection Expenses means reasonable fees and costs incurred by the Insured to clean and disinfect a Covered Property after any Disinfection Event, provided that such fees and costs are incurred within thirty (30) days of discovery of the Disinfection Event. Discovery of Disinfection Event occurs when a Responsible Insured first becomes aware of the Disinfection Event.

**STATEMENT OF DEFENSE COSTS:**

- ◆ Outside Policy Limit



- Limited \$100,000 dedicated limit

### **EXCLUSIONS INCLUDE, BUT ARE NOT LIMITED TO:**

- ◆ Perfluoroalkyl and Polyfluoroalkyl Substances (PFAS)
- ◆ Criminal Fines and Penalties
- ◆ Divested Property
- ◆ Underground Storage Tanks (if known they must be scheduled)
- ◆ Employer Liability/Self-Insured Workers' Compensation
- ◆ Insured's Internal Expenses
- ◆ Insured vs. Insured
- ◆ Intentional Non-Compliance
- ◆ Non-Disclosure
- ◆ Professional Services
- ◆ War
- ◆ Known Pollution Incidents
- ◆ COVID-19
- ◆ TRIA – if elect to purchase coverage, additional premium would be 3% of the Bound Premium

### **ENDORSEMENTS INCLUDE, BUT ARE NOT LIMITED TO:**

- ◆ Separate Deductible for Mold Matter and Legionella Endorsement – \$2,000,000 Limit with \$100,000 Deductible
- ◆ Insured Definition Amendatory Endorsement
- ◆ Named Insured Endorsement
- ◆ Per School District Aggregate Limit Endorsement
- ◆ Terrorism Exclusion Endorsement
- ◆ Defense Costs – \$100,000 Outside the Limits Endorsement
- ◆ Known Pollution Incident Exclusion Endorsement
- ◆ Claim and Notice Reporting
- ◆ Acquired Properties Exclusion Amendatory Endorsement
- ◆ Conditions Amendatory Endorsement
- ◆ Asbestos, PCBS, and Lead-Based Paint Exclusions Amendatory Endorsement
- ◆ Extended Reporting Period Amendatory Endorsement

### **CLAIMS-MADE – CLAIM DEFINITION AND CLAIM REPORTING PROVISIONS:**

- ◆ To pay on behalf of the Insured, Loss that the Insured becomes legally obligated to pay as a result of Claims for Bodily Injury, Property Damage or Remediation Expenses arising from a Pollution Incident, provided that the Claim is first made against the Insured and reported to the Company in writing during the Policy Period, or during the Extended Reporting Period if applicable
- ◆ Claim means a demand, notice, or assertion of a legal right alleging liability or responsibility on the part of the Insured.

#### **Loss means:**

- ◆ A monetary judgment, award or settlement of compensatory damages arising from Bodily Injury or Property Damage
- ◆ Punitive, exemplary, or multiplied damages, and civil fines, penalties, and assessments to the extent any of the foregoing is insurable under applicable law, arising from Bodily Injury or Property Damage
- ◆ Legal Costs
- ◆ Remediation Expenses
- ◆ Emergency Response Expenses
- ◆ Disinfection Expenses

## **EXTENDED REPORTING PERIOD CRITERIA:**

### **Automatic Extended Reporting Period**

- ◆ The Named Insured shall be entitled to an Automatic Extended Reporting Period for a period of ninety (90) days following the effective date of termination of this Policy for no additional premium. This Automatic Extended Reporting Period shall not apply where:
  - the Named Insured has purchased the Optional Extended Reporting Period available under paragraph B. below;
  - the policy is terminated for fraud or nonpayment of premium; or
  - the Insured has purchased other insurance to replace the insurance provided under this Policy.
- ◆ The Automatic Extended Reporting Period shall apply as follows:
  - A Claim first made against the Insured during the Policy Period and reported to the Company, in writing, during the ninety (90) days immediately following the effective date of such termination will be deemed to have been made on the last day of the Policy Period, provided that the Claim is otherwise covered under this Policy.
  - A Claim first made against the Insured and reported to the Company, in writing, during the ninety (90) days immediately following the effective date of such termination will be deemed to have been made on the last day of the Policy Period, provided such Claim arises from a Pollution Incident which commenced prior to such termination and is otherwise covered under his Policy.

### **Optional Extended Reporting Period**

- ◆ The Named Insured shall be entitled (except if this Policy is terminated for fraud or the nonpayment of premium) to purchase an Optional Extended Reporting Period upon termination of this Policy subject to the following terms and condition:
  - The Named Insured shall be entitled to purchase an Optional Extended Reporting Period of up to forty-eight (48) months beginning on the effective date of termination of this Policy for an additional premium of not more than 200% of the total Policy premium, provided that the Named Insured requests such Optional Extended Reporting Period in writing within thirty (30) days of the effective date of termination of this Policy;
  - Once the Named Insured has paid the additional premium, the Optional Extended Reporting Period may not be cancelled by the Company, and such premium shall be fully earned; and
  - The Optional Extended Reporting Period shall apply only to Claims first made against the Insured and reported to the Company during the Optional Extended Reporting Period, but only if such Claims arise from a Pollution Incident which commenced prior to termination of this Policy and are otherwise covered by this Policy.
- ◆ It is a condition precedent to the coverage provided in this Paragraph B. that the Named Insured pay any additional premium within thirty (30) days of such termination.
- ◆ Neither the Automatic Extended Reporting Period nor the Optional Extended Reporting Period shall modify, reinstate, or increase the limits of liability of this Policy, and any payment made during the Automatic Extended Reporting Period or the Optional Extended Reporting Period shall reduce the available limits of liability.

## **CLAIMS-MADE RENEWAL:**

As a condition precedent to any coverage provided by this Policy, the Insured must do each and all of the following:

- A. Without limiting the requirements in any insuring agreements in this Policy, in the event of any pollution Incident, Claim, Remediation Expenses, Loss, Legal Costs, Business Interruption Expenses or Extra Expenses, the Insured shall provide notice thereof as soon as practicable to the Company's address set forth in the Declarations or (as such address may hereinafter be modified by the Company in

writing). In addition, the Insured shall provide notice as soon as practicable to the Company's address set forth in the Declarations (One State Street Plaza, 7th Floor, New York, NY 10004) of any events or circumstances that may reasonably be expected to give rise to a Pollution Incident, Claim, Remediation Expenses, Loss, Legal Costs, Business Interruption Expenses or Extra Expenses. All such notice shall include detailed information pertaining to:

1. The appropriate person to contact regarding the Pollution Incident, Claim, Remediation Expenses, Loss, Legal Costs, Business Interruption Expenses or Extra Expenses;
  2. The location of and a description of the Pollution Incident;
  3. A description of the Pollution Incident, Claim, Remediation Expenses, Loss, Legal Costs, Business Interruption Expenses or Extra Expenses, as applicable;
  4. Any response actions taken by the Insured relating to the Claim or Pollution Incident; and
  5. Any other pertinent information in the Insured's possession or control concerning any actual or potential Pollution Incident, Claim, Remediation Expenses, Loss, Legal Costs, Business Interruption Expenses or Extra Expenses.
- B. In the event that Emergency Response Expenses are incurred, the Insured must provide, in writing, all available information relating to such Emergency Response Expenses and the Pollution Incident giving rise thereto to the Company within fourteen (14) days of commencement of the Pollution Incident. Such information shall include all applicable information detailed in Paragraph A. of this Section.
- C. Without limiting the requirements in any insuring agreements in this Policy, the Insured shall provide notice as soon as practicable of any Claim, but, in any event, during the Policy Period, or Extended Reporting Period, if applicable. The Insured shall furnish all information requested by the Company, including, but not limited to, the following information as soon as practicable after the receipt by the Insured or the Insured's representative or agent:
1. Copies of any demands, notices, summonses, or legal papers received by the Insured;
  2. All correspondence between the Insured and any third party claimants;
  3. All reports, notes or other documents prepared by persons hired by the Insured to investigate the Claim;
  4. All expert reports, investigations and data collected by experts retained by the Insured whether or not the Insured intends to use the material for any purpose; and

All other information which the Company may require concerning the Claim whether or not the Insured deems such to be relevant to the Claim.

Ironshore Environmental Claims CSO  
28 Liberty Street, 5th Floor  
New York, NY 10005  
E-mail to: [Ironenviroclaims@ironshore.com](mailto:Ironenviroclaims@ironshore.com)  
Fax to: (646) 826-6601  
By phone via:  
24-Hour Claims Phone Number  
(888) 292-0249

(Failure to report any claim or incident to your current carrier's Claim Department prior to the expiration of your current policy may jeopardize any coverage that may be available under your expiring policy. Prior knowledge of any such claim or incident may exclude it from coverage under a subsequent policy.)

**Coverage:** Cyber Liability/Identity Theft  
**Carrier:** Palomar Excess and Surplus Insurance Company  
**Policy Period:** 7/1/2023 to 7/1/2024  
**Form Type:** Claims-Made Retroactive Date/Prior and Pending Litigations:  
 Prior Unknown Acts – Network Security/Privacy Liability,  
 Crisis Management & Notification, Privacy and Regulatory  
 Prior Unknown Acts – Data Recovery, Data Extortion

Coverage	Aggregate Limit	Retention
Cowbell Breach Fund	\$2,000,000 or \$500,000 – **	Various Retentions Apply
Data Restoration		
Extortion Costs		
Business Impersonation Costs		
Reputational Harm		
Business Income & Extra Expense		
Contingent Business Interruption		
System Failure		
Bricking Cost		
Liability Costs		

**\*\* The full \$2,000,000 coverage limit applies for those members who confirmed in January at renewal collection that MFA is enabled and functioning on all user's email systems, remote access and critical systems (or privileged/admin users accounts in lieu of critical systems). If the district did not confirm that they have MFA on the accounts/systems then they will have a \$500,000 sublimit. Please refer to member pricing sheet to see if the sublimit applies to your district and for details on removing this sublimit, if applicable. In the event of a Cyber loss not arising from a Ransom Event a \$2,000,000 limit would apply (Ransom Event further defined below).**

**The following is a general summary of the Insuring Agreement. Actual policy form should be sought for complete terms and conditions.**

**RANSOM EVENT:**

- ◆ Ransom Event means a threat from a third party (including acts of an employee acting outside of the scope of their duties and without the authorization of the Insured) to commit or continue an intentional attack against the Insured’s Computer Systems, and / or publicly disclose Protected Information misappropriated from the Insured if Money, securities, or other property of value is not paid.

**STATEMENT OF DEFENSE COSTS:**

- ◆ Within Policy Limit (expenses erode policy limit)

**INSURING AGREEMENT:**

- ◆ Pay on Behalf

**EXCLUSIONS INCLUDE, BUT ARE NOT LIMITED TO:**

- ◆ BIPA Exclusion





- ◆ Any actual or alleged remuneration, profit or other advantage to which the Insured is not legally entitled.
- ◆ Any actual or alleged loss, transfer or theft of monies, Securities or the value of tangible properties; provided however, this exclusion will not apply to an otherwise covered Cyber Crime Loss or Transfer of Funds Loss.
- ◆ Product or Service Failure
- ◆ Employment Discrimination

## **ENDORSEMENTS INCLUDE, BUT ARE NOT LIMITED TO:**

- ◆ General Data Protection Regulation
- ◆ Utility Fraud Attack
- ◆ Cryptojacking
- ◆ Media Liability
- ◆ Ransom Event Sublimit Endorsement (If Applicable)

## **CLAIMS-MADE – CLAIM DEFINITION AND CLAIM REPORTING PROVISIONS:**

- ◆ Claim means any: (1) written demand for Money or non-monetary relief, written demand for arbitration or written request to toll or waive a statute of limitations received by the Insured; (2) civil proceeding in a court of law or equity, including any appeal therefrom, which is commenced by the filing of a complaint, motion for judgment or similar pleading, against the Insured; (3) administrative or regulatory investigation, inquiry, suit, proceeding, prosecution or governmental actions against the Insured solely with respect to a Privacy Incident; (4) an arbitration or other alternative dispute resolution proceeding against the Insured for monetary damages or nonmonetary or injunctive relief, commenced by the Insured's receipt of a request or demand for such proceeding, including any appeal thereof; or (5) written notice received by the Insured for PCI Costs from a third party, with whom the Insured Organization has entered into a Payment Card Services Agreement, as a result of actual or alleged non-compliance with the PCI DSS

## **DUTIES IN THE EVENT OF CLAIM OR LOSS:**

### Notice to Insurer

As a condition precedent to coverage under this Policy (a) the Insured must provide written notice to the Insurer of any Privacy Incident, Network Security Incident or Cyber Crime Incident as soon as possible after the Insured is made aware of such Privacy Incident, Network Security Incident or Cyber Crime Incident but in no event more than ninety (90) days after the Privacy Incident, Network Security Incident or Cyber Crime Incident is discovered by the Insured. The Insured will not incur any First Party Loss and First Party Expense without the Insurer's consent; and (b) the Insured must provide written notice to the Insurer of any Claim as soon as possible after the Insured is made aware of such Claim but no later than ninety (90) days after the end of the Policy Period or end of the Extended Reporting Period (if applicable). The Insured will not incur any Liability Expense without the Insurer's consent.

### Notice of Circumstance

If, during the Policy Period or Extended Reporting Period (if applicable) any Insured first becomes aware of a Privacy Incident, Network Security Incident or Media Incident which may reasonably give rise to a future Claim under this Policy and gives written notice to the Insurer of:

- a) the nature of the Privacy Incident, Network Security Incident or Media Incident;
- b) the parties involved;
- c) the injury or damages that has or may result therefrom; and
- d) the circumstances by which the Insured first became aware thereof;

then any Claim arising out of an Interrelated incident that involves a Privacy Incident, Network Security Incident or Media Incident that is subsequently made against the Insured will be related back to and be deemed to have been made at the time any Insured gave such written notice of circumstances to the Insurer.

The Insured will provide written notice to the Insurer either to the mailing or email address set forth in Item 10. of the Declarations. Communication or assistance in connection with any Incident Consultation DOES NOT constitute Notice to Insurer or Notice of Circumstance under this Policy.

## **EXTENDED PERIOD TO DISCOVER LOSS**

### **1. Automatic Extended Reporting Period**

If this Policy is cancelled or non-renewed for any reason other than non-payment of premium, the Named Insured will have an automatic Extended Reporting Period, for a period of sixty (60) days after the end of the Policy Period.

### **2. Additional Extended Reporting Period**

If this Policy is cancelled or non-renewed for any reason other than non-payment of premium, provided the Insured does not obtain replacement coverage as of the effective date of such cancellation or non-renewal, the Named Insured will have the right to purchase an Additional Extended Reporting Period within sixty (60) days after the end of the Policy Period. Such Additional Extended Reporting period will be for a period of:

- a. 12 months after the end of the Automatic Extended Reporting Period and will be subject to an additional premium of 75% of the annualized premium
- b. 24 months after the end of the Automatic Extended Reporting Period and will be subject to an additional premium of 125% of the annualized premium.
- c. 36 months after the end of the Automatic Extended Reporting Period and will be subject to an additional premium of 150% of the annualized premium.

The Additional Extended Reporting Period is non-cancelable and the additional premium for the Additional Extended Reporting Period will be fully earned at the time of purchase.

The Additional Extended Reporting Period does not increase or reinstate any limits of insurance and does not provide coverage for First Party Loss, First Party Expense, or Liability Expense from any Privacy Incident, Network Security Incident, Cyber Crime Incident or Media Incident which first takes place after the end of the Policy Period.

**A CHANGE IN TERMS, CONDITIONS, EXCLUSIONS OR PREMIUMS OF THIS POLICY WILL NOT BE CONSIDERED A NON-RENEWAL FOR PURPOSES OF TRIGGERING THE NAMED INSURED'S RIGHT TO PURCHASE AN ADDITIONAL EXTENDED REPORTING PERIOD.**

**Coverage:** Blanket Student Accident Mandatory  
**Carrier:** Gerber Life Insurance Company  
**Policy Period:** 7/1/2023 to 7/1/2024  
**Form Type:** Per Occurrence

Coverage	Limit	Deductible
Student Accident – Mandatory	\$25,000	The Deductible is the greater of: \$0.00 or The amount paid or payable for the same Injury by any Other Plan

\* TRIA does not apply.

**The following is a general summary of the Insuring Agreement. Actual policy form should be sought for complete terms and conditions.**

### COVERAGES INCLUDE, BUT ARE NOT LIMITED TO:

- ◆ This Policy covers the Insured only for Injury sustained while:
  - Participating in or attending any Regularly Scheduled Activity of the School. The activity must be supervised by a person authorized by the School.
  - Traveling directly (uninterruptedly) to and from a Regularly Scheduled Activity with other members as a group. The travel must be supervised by a person authorized by the School.
  - Traveling directly (uninterruptedly) to and from the Insured’s Residence and the meeting place for the purpose of participating in the Regularly Scheduled Activity.
- ◆ Total maximum for all accident medical expense benefits: \$25,000
- ◆ Maximum Medical Exposure for Football Injuries: \$25,000
- ◆ Maximum Medical Expense for injuries involving motor vehicles: \$25,000/\$500,000 aggregate any one accident
- ◆ Accidental Death, Dismemberment, and Loss of Sight Benefit: \$20,000
  - Single Dismemberment \$5,000
  - Double Dismemberment \$10,000
- ◆ **First Covered Expenses must be Incurred within 60 days from the date of the Covered Accident**
- ◆ **Benefit Period: 2 years**
- ◆ Physical therapy limit on all nonsurgical claims: \$1,250 (If there is surgery, there are no limits on physical therapy post-surgical claims.)
- ◆ **Covered Activities**  
**School Coverage:** Policyholder Supervised and Sponsored Activities, including interscholastic football and all other sports, sponsored work study programs, sponsored, and supervised snowboarding and skateboarding. Overnight Supervised and Sponsored Sports and Activities and overnight field trips.
- ◆ **Four (4) districts have 0 students. They are counted under their applicable school districts.**
  - Exceptional Learners Collaborative
  - Leyden Area Special Area Cooperative
  - Northwestern Illinois Association
  - Special Education District of McHenry County (SEDOM)

### EXCLUSIONS INCLUDE, BUT ARE NOT LIMITED TO:

**No Benefits are payable for Hospital and Professional Services for the following:**

- ◆ Injuries which are not caused by an Accident.
- ◆ Treatment for hernia, all types, regardless of cause, Osgood Schlatter’s disease, or osteochondritis.

- ◆ Injury sustained as a result of operating, riding in or upon, or alighting from a two, three, or four-wheeled recreational motor vehicle or snowmobile.
- ◆ Aggravation, during a Regularly Scheduled Activity, or an Injury the Insured suffered before participating in that Regularly Scheduled Activity, unless the Company receives a written medical release from the Insured's Physician.
- ◆ Injury sustained as a result of practice or play in interscholastic tackle football and/or sports, unless the premium required under the Football and/or Sports Coverage provision has been paid (**CLIC purchases**).
- ◆ Any expense for which benefits are payable under a Catastrophic Accident Insurance Program of the State Interscholastic Activities Association.
- ◆ Treatment performed by a member of the Insured's Immediate Family or by a person retained by the School.
- ◆ Injury caused by war or acts of war; suicide or intentionally self-inflicted injury, while sane or insane; violating or attempting to violate the law; the taking part in any illegal occupation; fighting or brawling except in self-defense; being legally intoxicated or under the influence of alcohol as defined by the laws of the state in which the Injury occurs; or being under the influence of any drugs or narcotic unless administered by or on the advice of a Physician.
- ◆ Medical expenses for which the Insured is entitled to benefits under any (a) Self-Insured Workers' Compensation act; or (b) mandatory no-fault automobile insurance contract; or similar legislation.
- ◆ Expense incurred for treatment of temporomandibular joint dysfunction and associated myofascial pain.
- ◆ Expenses incurred for experimental or investigational treatment or procedures.

#### LIMITATIONS:

- ◆ Reduce payments by 50% for claimants who willingly go out of their primary HMO/PPO Networks. This will not apply to emergency events or students who have no primary insurance.
- ◆ Exclude Physiotherapy benefits once the patient has been cleared by this/her physician.
- ◆ Counseling Benefit – If as a result of an Act of Violence an Insured is killed while on School Property, the Company will pay a lump sum of \$10,000 for Counseling Services. The lump sum benefit will be paid directly to the covered School or to the hospital or person rendering such services after the commencement of Counseling Services. The Company will not pay for any expense for loss due to participation in a riot or insurrection. All provisions in this Policy apply to this coverage.
- ◆ **Medical expenses for Occupational Therapy & Speech Therapy will be considered under "Physician's Outpatient Treatment in Connection with Physical Therapy and/or Spinal Manipulation" if the Occupational Therapy & Speech Therapy are medically necessary and prescribed by a physician to treat the injury.**

#### ENDORSEMENTS INCLUDE, BUT ARE NOT LIMITED TO:

- ◆ Accident Medical Schedule of Benefits
- ◆ Other Insurance
  - **This policy will be excess of any other Health Coverage Insurance**
- ◆ One Day Field Trip coverages
- ◆ Overnight Field Trip coverage
- ◆ Accidental Death, Dismemberment, or Loss of Sight Benefit

#### NOTICE OF CLAIM:

Written notice of claim must be given to the Company within 60 days after the occurrence or commencement of the Insured's covered Loss, or as soon thereafter as reasonably possible. Notice given by or on behalf of the claimant to the Company with information sufficient to identify the Insured, is deemed notice to the Company.

## **PROOFS OF LOSS:**

Written proof of loss must be furnished to the Company within 90 days after the date of the covered Loss. If the Loss is one for which the Policy requires continuing eligibility for periodic payments, subsequent written proofs of eligibility must be furnished as such intervals as may reasonably be required. Failure to furnish proof within the time required neither invalidates nor reduces any claim if it was not reasonably possible to furnish proof within such time, provided such proof is furnished as soon as reasonably possible and in no event, except in the absence of legal capacity of the claimant, later than one year from the time proof is otherwise required.

Coverage and Limitations (All limitations are stated per injury) – Mandatory  
Hospital/Facility Services

## **INPATIENT:**

1. Hospital Room and Board: 100% of Reasonable Expenses up to the semi-private room rate
2. Hospital Intensive Care: 100% Reasonable Expenses
3. Inpatient Hospital Miscellaneous: 100% of Reasonable Expenses

## **OUTPATIENT:**

1. Outpatient Hospital Miscellaneous (Except Physician's services and x-rays paid as below): 100% of Reasonable Expenses
2. Hospital Emergency Room: 100% of Reasonable Expenses
3. Day Surgery Miscellaneous: 100% Reasonable Expenses

## **PHYSICIAN'S SERVICES:**

1. Surgical: 100% Reasonable Expenses
2. Assistant Surgeon: Reasonable Expenses to 100% of surgical benefit paid only if surgeon is paid
3. Anesthesiologist: Reasonable Expenses to 100% of Surgical Benefit paid only if surgeon is paid
4. Physician's Non-Surgical Treatment (Except as in 5 below) 100% Reasonable Expenses
5. Physician's Outpatient Treatment in Connection with Physical Therapy and/or Spinal Manipulation: 100% Reasonable Expenses to a Maximum of \$1,250 per Non-Surgical Injury

## **OTHER SERVICES:**

1. Registered Nurses Services: 100% of Reasonable Expenses
2. Prescriptions (Dispensed by a Licensed Pharmacist) Outpatient: 100% of Reasonable Expenses
3. Laboratory Tests – Outpatient: 100% of Reasonable Expenses
4. X-rays (includes interpretation) – Outpatient: 100% of Reasonable Expenses
5. Diagnostic Imaging (MRI, CAT scan, etc.) – Includes Interpretation: 100% of Reasonable Expenses
6. Ground Ambulance: 100% of Reasonable Expenses
7. Air Ambulance: 100% of Reasonable Expenses
8. Durable Medical Equipment – Includes Orthopedic Braces and Appliances: 100% of Reasonable Expenses
9. Dental Treatment: 100% of Reasonable Expenses for the treatment repair or replacement of injured natural teeth, includes initial braces when required for treatment of a covered injury, as well as examination, x-rays, restorative treatment, endodontics, oral surgery, and treatment for gingivitis resulting from trauma.
10. Replacement of Eyeglasses, Hearing Aids, Contact Lenses, If Medical Treatment Is Also Received For the Covered Injury: 100% of Reasonable Expenses
11. Heart or Circulatory Malfunction: 100% of Reasonable Expenses to a maximum of \$10,000

**Coverage:** Blanket Student Accident – Catastrophic

**Carrier:** Gerber Life Insurance Company

**Policy Period:** 7/1/2023 to 7/1/2024

**Form Type:** Per Occurrence

Coverage	Limit	Deductible
Student Accident – Catastrophic	\$7,000,000 Aggregate 10-Year Benefit Period	\$25,000

\* TRIA does not apply.

**The following is a general summary of the Insuring Agreement. Actual policy form should be sought for complete terms and conditions.**

### COVERAGES INCLUDE, BUT ARE NOT LIMITED TO:

- ◆ This Policy covers the Insured only for Injury sustained while:
  - Participating in or attending any Regularly Scheduled Activity of the School. The activity must be supervised by a person authorized by the School.
  - Traveling directly (uninterruptedly) to and from a Regularly Scheduled Activity with other members as a group. The travel must be supervised by a person authorized by the School.
  - Traveling directly (uninterruptedly) to and from the Insured’s Residence and the meeting place for the purpose of participating in the Regularly Scheduled Activity.

### FOLLOW FORM OF MANDATORY STUDENT ACCIDENT POLICY

<b>Eligibility:</b>	Class 1	All students including coverage for interscholastic and intramural sports activities/events.
<b>Covered Event:</b>	Class 1	For: Class 1 – All students including interscholastic athletes, intramural sports participants (except intramural tackle football), student coaches, student managers and student trainers while: (a) on school premises during the hours and days when school is in session; (b) participating in interscholastic sports practice and games or while conditioning on school premises for interscholastic sports; (c) acting as a student coach, student manager or student trainer during an interscholastic sports practice or game; (d) participating in cheerleading practice for an interscholastic sport or while cheerleading at an interscholastic game; (e) participating in band or majorette practice and while performing as a band member or majorette at a school sponsored event; (f) participating in a school sponsored intramural sports game (except intramural tackle football); (g) participating in a school sponsored gym class activity or (h) participating in a school sponsored non-sport extracurricular activity on or off school premises such as Drama Club, Chess Club, and Field Trips, including overnight Field Trips.

### MEDICAL, DENTAL, REHABILITATIVE, AND CUSTODIAL CARE EXPENSE BENEFITS:

- ◆ Benefit Percentage 100% of Reasonable Expenses
- ◆ Deductible Establishment Period 2 Years
- ◆ **The Injury must be treated within 180 days from the date of the covered accident**
- ◆ **Maximum Benefit Period 10 Years from Date of Covered Accident**
- ◆ Maximum Aggregate Limit of Liability \$7,000,000
- ◆ Maximum Medical Expense Amount \$7,000,000

Medical expenses for Occupational Therapy & Speech Therapy will be considered under “Physician’s Outpatient Treatment in Connection with Physical Therapy and/or Spinal Manipulation” if the Occupational Therapy & Speech Therapy are medically necessary and prescribed by a physician to treat the injury.

## ACCIDENTAL DEATH, DISMEMBERMENT, OR LOSS OF SIGHT, SPEECH AND HEARING BENEFIT:

◆ Principal Sum	\$20,000
◆ Single Dismemberment	\$10,000
◆ Double Dismemberment	\$20,000

## ADDITIONAL COVERAGES:

◆ Adjustment Expense	\$30,000 maximum subject to:
	<ul style="list-style-type: none"> <li>◆ <b>Medically Necessary Family Counseling</b> – \$70/visits, 20 visits maximum</li> <li>◆ <b>Training</b> – \$2,500 maximum</li> <li>◆ <b>Travel</b> – \$2,000 maximum</li> <li>◆ <b>Lost Earnings</b> – 75% of gross loss earnings/\$500 per week maximum/13 week maximum</li> </ul>
◆ Ancillary Illness or Injury Expense	(All services must begin within 1 year of accident) \$2,000 maximum per calendar year deductible to a \$100,000 combined maximum for all injuries and illnesses
◆ Assimilation Benefit	\$50,000 maximum/up to 2 immediate family members/services begin within one year from the date of accident/deductible must be met within 1 year of the date of accident
◆ Total Disability Expense	\$2,500/month maximum for first 12 months \$2,500/month maximum after first 12 months 10-year benefit period (Benefits must begin within 12 months from accident)
◆ Partial Disability Expense	\$1,000/month maximum for first 12 months \$1,000/month maximum after first 12 months 10-year benefit period (Benefits must begin within 12 months from accident)
◆ College Education Expense	\$100,000 maximum
◆ Post-incident Crisis Management Expense	\$10,000 per incident maximum aggregate benefit to cover all persons affected
◆ Special Expense Benefit	\$125,000 maximum for first 5 years after accident; maximum of \$50,000 for each 5-year period thereafter
◆ Vocational Rehabilitation Benefit	\$100 maximum per hour/\$20,000 maximum

## **EXCLUSIONS INCLUDE, BUT ARE NOT LIMITED TO:**

### **No Benefits are payable for Hospital and Professional Services for the following:**

- ◆ Injuries which are not caused by an Accident.
- ◆ Treatment for hernia, all types, regardless of cause, Osgood Schlatter's disease, or osteochondritis.
- ◆ Injury sustained as a result of operating, riding in or upon, or alighting from a two, three, or four-wheeled recreational motor vehicle or snowmobile.
- ◆ Aggravation, during a Regularly Scheduled Activity, of an Injury the Insured suffered before participating in that Regularly Scheduled Activity, unless the Company receives a written medical release from the Insured's Physician.
- ◆ Injury sustained as a result of practice or play in interscholastic tackle football and/or sports, unless the premium required under the Football and/or Sports Coverage provision has been paid (**CLIC purchases**).
- ◆ Any expense for which benefits are payable under a Catastrophic Accident Insurance Program of the State Interscholastic Activities Association.
- ◆ Treatment performed by a member of the Insured's Immediate Family or by a person retained by the School.
- ◆ Injury caused by war or acts of war; suicide or intentionally self-inflicted injury, while sane or insane; violating or attempting to violate the law; the taking part in any illegal occupation; fighting or brawling except in self-defense; being legally intoxicated or under the influence of alcohol as defined by the laws of the state in which the Injury occurs; or being under the influence of any drugs or narcotic unless administered by or on the advice of a Physician.
- ◆ Medical expenses for which the Insured is entitled to benefits under any (a) Self-Insured Workers' Compensation act; or (b) mandatory no-fault automobile insurance contract; or similar legislation.
- ◆ Expense incurred for treatment of temporomandibular joint dysfunction and associated myofascial pain.
- ◆ Expenses incurred for experimental or investigational treatment or procedures.

## **ENDORSEMENTS INCLUDE, BUT ARE NOT LIMITED TO:**

- ◆ Catastrophic Accident Medical Schedule of Benefits
- ◆ **Other insurance. This policy will be excess of any other Health Coverage insurance**
- ◆ Overnight Field Trip coverage

## **NOTICE OF CLAIM:**

Written notice of claim must be given to the Company within 60 days after the occurrence or commencement of the Insured's covered Loss, or as soon thereafter as reasonably possible. Notice given by or on behalf of the claimant to the Company with information sufficient to identify the Insured, is deemed notice to the Company.

## **PROOFS OF LOSS:**

Written proof of loss must be furnished to the Company within 90 days after the date of the covered Loss. If the Loss is one for which the Policy requires continuing eligibility for periodic payments, subsequent written proofs of eligibility must be furnished as such intervals as may reasonably be required. Failure to furnish proof within the time required neither invalidates nor reduces any claim if it was not reasonably possible to furnish proof within such time, provided such proof is furnished as soon as reasonably possible and in no event, except in the absence of legal capacity of the claimant, later than one year from the time proof is otherwise required.

Coverage and Limitations (All limitations are stated per injury) – Catastrophic Hospital/Facility Services:



## **INPATIENT:**

1. Hospital Room and Board. 100% of Reasonable Expenses up to the semi-private room rate
2. Hospital Intensive Care: 100% Reasonable Expenses
3. Inpatient Hospital Miscellaneous: 100% of Reasonable Expenses
4. Confinement in an Extended Care Facility: 100% of Reasonable Expenses per calendar year to a maximum of \$365,000

## **OUTPATIENT:**

1. Outpatient Hospital Miscellaneous (Except Physician's services and x-rays paid as below): 100% of Reasonable Expenses
2. Hospital Emergency Room: 100% of Reasonable Expenses
3. Free – Standing Ambulatory Surgical Facility: 100% Reasonable Expenses
4. Hospital Emergency Room Physician: 100% of Reasonable Expenses

## **PHYSICIAN'S SERVICES:**

1. Surgical: 100% Reasonable Expenses
2. Assistant Surgeon: 100% of Reasonable Expenses
3. Anesthesiologist: 100% of Reasonable Expenses
4. Physician's Non-Surgical Treatment (Except as in 5 below) 100% Reasonable Expenses
5. Physician's Outpatient Treatment in Connection with Physical Therapy and/or Spinal Manipulation: 100% Reasonable Expenses to a Maximum of **\$100,000**

## **OTHER SERVICES:**

1. Registered Nurses Services: 100% of Reasonable Expenses
2. Prescriptions (Dispensed by a Licensed Pharmacist) Outpatient: 100% of Reasonable Expenses
3. Laboratory Tests – Outpatient: 100% of Reasonable Expenses
4. X-rays (includes Interpretation) – Outpatient: 100% of Reasonable Expenses
5. Diagnostic Imaging (MRI, CAT scan, etc.) – Includes Interpretation: 100% of Reasonable Expenses
6. Ground Ambulance: 100% of Reasonable Expenses
7. Air Ambulance: 100% of Reasonable Expenses
8. Durable Medical Equipment – Includes Orthopedic Braces and Appliances: 100% of Reasonable Expenses to a maximum of \$25,000
9. Dental Treatment: 100% of Reasonable Expenses for the treatment, repair, or replacement of injured natural teeth, includes initial braces when required for treatment of a covered injury, as well as examination, x-rays, restorative treatment, endodontics, oral surgery, and treatment for gingivitis resulting from trauma. When the dentist certifies that treatment will continue beyond the 52 week benefit period the Company will continue to cover the incurred expenses at 100% of Reasonable Expenses, provided such expenses are incurred within 2 years from the date of first treatment for injury.
10. Combined Home Health and Custodial Care: 100% of Reasonable Expenses per calendar year to a maximum of \$100,000
11. Treatment of Mental or Nervous Disorders: 100% of Reasonable Expenses for Physician fees to \$50 per visit, 1 visit per day maximum, to a maximum of 50 visits per calendar year. Inpatient Hospital a maximum stay of up to 45 days.
12. Prosthetic Devices: Reasonable Expenses during the first two years the Accident to a maximum of \$100,000. Reasonable Expenses are payable immediately thereafter and shall not exceed \$100,000 (\$200,000 if amputation of the leg is above the knee). The maximum benefit amount is \$300,000 if amputation of the leg is above the knee).
13. Heart or Circulatory Malfunction: \$10,000 Maximum Benefit for Loss of Life.

**Coverage:** Crisis Protect

**Carrier:** Underwriters at Lloyd's London

**Policy Period:** 7/1/2023 to 7/1/2024

Coverage	Limit
First Party – Act of Terrorism, Civil Commotion, Sabotage, Vicious Attack and additional insured events	\$1,000,000 Any One Occurrence Any One Member

Coverage	Limit
Sublimits as listed below and on policy form	\$25,000,000 Pool Policy Aggregate
Third Party – Judgement, Settlements & Defense Costs and additional insured events	Maximum 15% Policy Limit Any One Claim
Consultant Costs – Detention, Disappearance, Extortion, Hijack, Hostage and Kidnap	Various aggregate sublimits across the policy
Ransom	\$1,000,000 Per Occurrence and in the aggregate
In Transit/Delivery	\$1,000,000 Per Occurrence and in the aggregate
Expenses	\$1,000,000 Per Occurrence and in the aggregate
Judgements, Settlements and Defense Costs – Assault, Blackmail, Deprivation, Detention, Disappearance, Radicalization, Stalking, Threat, Extortion, Hijack, Hostage Crisis, Emergency Repatriation and Employee Dishonesty	\$150,000 Any One Claim and in the aggregate in respect of the following insured events:
Funeral Expenses	
Each of the Following Insured Event(s): Act of Terrorism, Assault, Civil Commotion, Detention, Hijack, Hostage Crisis, Kidnap, Sabotage and Vicious Attack	\$1,000,000
Each Policy Period	\$1,000,000
Each of the Following Insured Event(s): Act of Terrorism, Assault, Civil Commotion, Detention, Hijack, Hostage Crisis, Kidnap, Sabotage and Vicious Attack	\$1,000,000
Counseling	\$100,000 Aggregate via additional expenses designed for witnessing or being involved in an event without injury to the insured person; however, psychiatrist costs are included within medical services and hospitalization costs as a result of an insured person sustaining injury and counseling provided as part of the rehabilitation
Abandonment of Building	50% of Limit following an act of terrorism/sabotage and vicious attack (active assailant) and in the aggregate
Crisis Communication	\$1,000,000 Per Insured Event and in the aggregate
Emergency Evacuation	\$1,000,000 Per Insured Event and in the aggregate
Medical Expenses	Included in Policy Limit
Death & Disablement	\$50,000 Per Person/\$1,000,000 Per Event and in the aggregate
Act of Terrorism	Policy limit generally any one occurrence for first party sublimited to 15% of policy limit and in the aggregate for third party
Blackmail	Various aggregate sublimits across the policy
Civil Commotion	Policy limit generally any one occurrence for first party sublimited to 15% of policy limit and in the aggregate for third party
Kidnap & Ransom	Various aggregate sublimits across the policy
Disappearance	Various aggregate sublimits across the policy

Coverage	Limit
Emergency Repatriation	\$2.5k Each Insured Person but capped at \$250k each evacuation advisory and \$1M per policy period
Hostage Crisis	Various aggregate sublimits across the policy
Extortion (including Cyber)	Various aggregate sublimits across the policy
Hijack	Various aggregate sublimits across the policy
Stalking	Various aggregate sublimits across the policy
Threats (Bomb)	Various aggregate sublimits across the policy
Vicious Attack	Policy limit generally any one occurrence for first party sublimited to 15% of policy limit and in the aggregate for third party
24/7/365 Emergency Response Number	See further list on next page for crisis consulting services. Pre-incident/incident response/post incident
Detention	Various aggregate sublimits across the policy
Employee Dishonesty	Various aggregate sublimits across the policy
Deprivation (Ingress/Egress)	Up to \$2,500,000 as an aggregate sublimit (depending on main policy limit) on terrorism/sabotage/civil commotion and vicious attack (active assailant) including non-damage

### Crisis Consulting Services

Clients will have access to an online Crisis Management Portal that will provide information and templates to enable them to increase their resilience to security-related crises.

Clients have a dedicated secure group, private to them that they can brand to their own organization. They have full control to add and manage access to the group for their colleagues, where they will be able to take advantage of the training and awareness information, as well as manage and share access to their own plans, procedure, documents and guidance, available anywhere at any time with a secure internet connection.

**Document Library including:**

- ◆ Thought leadership papers Awareness guidance
- ◆ 6 x Active Shooter (vicious attack) online Awareness Videos
- ◆ Quarterly Webinars on key issues and topics
- ◆ Risk Management Allowance
- ◆ One to one consulting call
- ◆ "Ask the Expert" – AIG and partner network of experts for hints, tips and ideas
- ◆ Access to Country Risk Information

**24/7/365 Emergency Response Number to get immediate advice and support in a crisis**

- ◆ Consultancy Support from a panel of retained response consultant companies that are leaders in their field; these include but not limited to NYA, R3 Continuum & AIG Travel all coordinated through a single emergency response number
- ◆ Access to live Incident log via the online Crisis Management Portal (ensuring key decisions and actions are captured as part of duty of care and audit purposes, especially important in the context of any future potential litigation)

**Post Incident Information Guidance & Advice:**

- ◆ Lessons identified
- ◆ Counseling Advice (PTSD)
- ◆ Legal support
- ◆ Incident Log Summary Case File for audit and records

Coverage	Deductible
Act of terrorism and/or civil commotion and/or sabotage and/or vicious attack	\$10,000 any one occurrence in respect of the insured event(s)
Act of Terrorism and/or Sabotage and/or Vicious Attack	2 hours in respect of threat from the insured event(s)
Deprivation	12 hours
Coinsurance in Respect of Demolition, Restitution and Rebuild	25%
Vehicles relating to demolition, restitution and rebuild	\$2,500 any one occurrence

Coverage	Deductible
In respect of sexual assault contained within assault this policy is to sit excess of any coverage recoverable via a workers' compensation policy, general liability policy, or local tort always	Subject to a minimum of \$500,000 any one occurrence



# Collective Liability Insurance Cooperative

July 1, 2023 to July 1, 2024

Property/Casualty Program

**INVOICE**

**School District: Pleasantdale School District #107**

**DUE BY: July 31, 2023**

Effective Date	Company	Description	Annual Cost
July 1, 2023	CLIC / Federal Insurance Company / Lexington Insurance Company / Gerber Life Insurance Company / Palomar Excess and Surplus Insurance Company / Ironshore / Lloyd's of London / Risk Program Administrators / Gallagher Bassett Services	Third-Party Liability including Bodily Injury, Property Damage, Advertising Injury, Personal Injury, and Police Professional Liability / Crime / Property / Boiler & Machinery / School Board Legal Liability / Excess Liability / Pollution Liability / Cyber Liability / Student Accident / Crisis Protect / Program Administration / Claims Administration / Loss Control	<b>\$80,861</b>

\*District School Board Legal Liability Deductible – \$20,000

\*\*District Cyber Liability Retention – \$25,000

**PLEASE MAKE YOUR CHECK PAYABLE TO CLIC AND REMIT IT TO:**  
ISDLAF PLUS – COLLECTIVE LIABILITY INSURANCE COOP  
36496 TREASURY CENTER  
CHICAGO, IL 60694-6400

**IF YOU WOULD LIKE TO SEND YOUR PAYMENT BY WIRE TRANSFER:**  
BANK NAME: BMO HARRIS BANK NA  
ABA ROUTING #07100288  
ACCOUNT TITLE: ILLINOIS SCHOOL DISTRICT LIQUID ASSET FUND PLUS  
ACCOUNT #: 2972503  
FURTHER CREDIT: COLLECTIVE LIABILITY INSURANCE COOPERATIVE  
ACCOUNT 10274-102



# Proposal of Insurance Collective Liability Insurance Cooperative

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**Workers' Compensation Full Membership Report**

c/o Stevenson #125  
2 Stevenson Drive  
Lincolnshire, IL 60069

License Nos.IL 100292093 / CA 0D69293

# Table of Contents

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# Program Details

**Coverage:** Excess Workers' Compensation  
**Carrier:** Safety National Casualty Corporation  
**Policy Period:** 7/1/2023 to 7/1/2024

Description	Limit
Coverage A: Workers' Compensation	Statutory
Coverage B: Employers Liability	\$2,000,000 Per Occurrence
Foreign Voluntary Endorsement 293 Limits C & D:	\$100,000

**States:**

Description	State
States Covered:	IL
States Excluded:	OH, ND, WA, WY

**Endorsements include, but are not limited to:**

Description
Employer Delineation of Insured Members
Waiver of Subrogation – Negligence Excluded
Broad Form all States for Employee Travel
Voluntary Compensation Endorsement-Premium Delineation
Foreign Voluntary Workers' Compensation and Employers' Liability for Traveling Employees
Policyholder Disclosure Notice of Terrorism Insurance

**Exclusions include, but are not limited to:**

Description
Asbestos or PCB Handling
Longshore & Harbor Workers' Act
Federal Employers' Liability Act
Aircraft excluded unless specifically endorsed
Underwater Work
Dam Work



**Exclusions include, but are not limited to:**

Description
Logging
Roofing

**Other Significant Terms and Conditions/Restrictions:**

Description
<p><b>Prompt Reporting of Claims:</b></p> <p>As soon as the EMPLOYER becomes aware, the EMPLOYER must provide prompt notice of the CORPORATION of: (a) any claim or action commenced against the EMPLOYER which exceeds, or is likely to exceed, fifty percent (50%) of the Self-Insured Retention Per Occurrence specified in Item 7 of the Declarations and (b) the reopening of any claim in which a further award might involve liability of the CORPORATION under this Agreement.</p> <p>In addition, the following categories of claims shall be reported to the CORPORATION immediately, regardless of any question of potential involvement of the CORPORATION.</p> <ol style="list-style-type: none"><li>1. Fatalities;</li><li>2. Paraplegics and quadriplegics;</li><li>3. Serious burns, defined as 2nd or 3rd degree burns involving 25% or more of the body;</li><li>4. Brain injury;</li><li>5. Spinal cord injury;</li><li>6. Amputation of a major extremity; and</li><li>7. Any Occurrence which results in a serious injury to two or more Employees.</li></ol> <p>If the CORPORATION is prejudiced by the EMPLOYER's failure to provide prompt notice of a claim in accordance with the requirements set forth above and/or as otherwise provided by the Law of any State(s), the CORPORATION may elect to deny coverage for Loss arising from such claim. To constitute prompt, sufficient notice, the EMPLOYER must provide complete information as the details of the injury, disease, or death.</p>



# Collective Liability Insurance Cooperative

July 1, 2023 to July 1, 2024

**INVOICE**

## Workers Compensation Program

**DUE BY: JULY 31, 2023**

School District: **PLEASANTDALE SCHOOL DISTRICT #107**

Effective Date	Policy #	Company	Description	Annual Cost
July 1, 2022	VARIOUS	Safety National Casualty Company / Risk Program Administrators / Sedgwick CMS	Workers Compensation / Program Administration / Claims Administration / Loss Control	\$41,544

**PLEASE MAKE YOUR CHECK PAYABLE TO CLIC AND REMIT IT TO:**

**ISDLAF PLUS – COLLECTIVE LIABILITY INSURANCE COOP  
36496 TREASURY CENTER  
CHICAGO, IL 60694-6400**

**IF YOU WOULD LIKE TO SEND YOUR PAYMENT BY WIRE TRANSFER:**

**BANK NAME: BMO HARRIS BANK NA  
ABA ROUTING #071000288  
ACCOUNT TITLE: ILLINOIS SCHOOL DISTRICT LIQUID ASSET FUND PLUS  
ACCOUNT #: 2972503  
FOR CREDIT: COLLECTIVE LIABILITY INSURANCE COOPERATIVE  
A/C 10274-102**