

2033 Burlington Avenue
Lisle, IL 60532
630-769-0332

**LIABILITY COVERAGE DOCUMENT
DECLARATIONS**

This page with the coverage document provisions and amendments, if any, issued to form a part thereof, completes the below numbered Coverage Document.

- ITEM 1. Insured** Park District Risk Management Agency and its Members -
See Schedule of Members
- ITEM 2. Document Number** **L010114**
- ITEM 3. Coverage Period** From 12:01 A.M. Standard Time on January 1, 2014 or the date on which the entity becomes a member of the Park District Risk Management Agency for liability coverage, whichever is later, and expires at 12:01 A.M. on January 1, 2015.
- ITEM 4. Description**
- | | |
|------------|---|
| Coverage A | Bodily Injury and Property Damage Liability |
| Coverage B | Personal Injury |
| Coverage C | Public Officials Errors and Omissions Liability |
| Coverage D | Unfair Employment Practices Liability |
| Coverage E | Employee Benefit Liability |
- ITEM 5. Limits**
- The limit of our liability for Coverage A, B, C, D and E:**
\$21,500,000 Any one Occurrence or Wrongful Act or series of continuous, repeated, or related Occurrences or Wrongful Acts
 - The limit of our liability for Uninsured and Underinsured Motorists:**
\$1,000,000 Any one Occurrence or series of continuous, repeated, or related Occurrences
 - The limit of our liability for Automobile Permissive Users:**
\$2,000,000 Any one Occurrence or series of continuous, repeated, or related Occurrences
 - Coverage A, B and C only are provided to Member Foundations and the limit of our liability is:**
\$1,000,000 Any one Occurrence or Wrongful Act or series of continuous, repeated, or related Occurrences or Wrongful Acts
 - The limit of our liability for Terrorism:**
\$1,000,000 Any one Occurrence or Wrongful Act or series of continuous, repeated, or related Occurrences or Wrongful Acts
\$2,000,000 Coverage Period Aggregate for all members combined

6. The limit of our liability for Workers' Compensation Employers Liability:

\$21,500,000

Workers' Compensation Employers Liability Coverage as applies to employer's obligations in Illinois. These limits are excess \$4 million.

ITEM 6. Member Deductible

None

ITEM 7. Member Contribution

Our policies, procedures, rates and classifications will determine the contribution for this coverage document. All information required is subject to audit and verification. See schedule of Member Contributions

PARK DISTRICT RISK MANAGEMENT AGENCY

By:



Chief Executive Officer

LIABILITY COVERAGE DOCUMENT
L010114
Approved on November 13, 2013 by
The Property/Casualty Program Council

Various provisions in this document restrict coverage. Read the entire document carefully to determine coverage, rights, and duties.

Throughout this document the words "you" and "your" refer to the Members named in the Schedule of Members and any other person or organization qualifying as being covered under this document. The words "we", "us" and "our" refer to the intergovernmental public entity risk management pool (PDRMA) providing this coverage.

The word "Member" means any person or organization qualifying as such under WHO IS COVERED.

Other words and phrases that are in quotation marks have special meaning. Refer to the DEFINITIONS.

COVERAGE AGREEMENT

Coverage A	Bodily Injury and Property Damage Liability
Coverage B	Personal Injury
Coverage C	Public Officials Errors and Omissions Liability
Coverage D	Unfair Employment Practices Liability
Coverage E	Employee Benefit Liability

PDRMA will pay on behalf of the Members the "Ultimate Net" Loss in excess of the Member's deductible which the Member shall become legally obligated to pay as "Damages" because of:

- A. "Bodily Injury" and "Property Damage";
- B. "Personal Injury";
- C. "Public Officials Errors and Omissions";
- D. "Unfair Employment Practices"; or
- E. "Employee Benefit Liability"

to which this Liability Coverage Document applies caused by an "Occurrence" or a "Wrongful Act."

PDRMA will have the right and duty to defend any suit seeking those "Damages". PDRMA may, at its discretion, investigate any "Occurrence" or "Wrongful Act" and in accordance with PDRMA's policies and procedures, settle any "claim" or suit that may result.

But:

- (A) The amount PDRMA will pay for "Damages" is limited as described in the Liability Coverage Document Declarations Page ITEM 5. Limits; and
- (B) PDRMA's right and duty to defend ends when we have used up the applicable limit of coverage in the payment of judgments or settlements including "Defense Costs" under Coverages A, B, C, D, or E.

MEMBER'S DEDUCTIBLE - PDRMA'S LIMIT OF COVERAGE

Regardless of the number of (1) Members, (2) persons or organizations who sustain injury or "Damage", or (3) "claims" made or suits brought on account of "Bodily Injury" and "Property Damage", "Personal Injury", "Public Officials Errors and Omissions", "Unfair Employment Practices", or "Employee Benefits Liability", our liability is

limited as follows:

With respect to "Bodily Injury" and "Property Damage" and "Personal Injury", or any combination thereof, and "Public Officials Errors and Omissions", "Unfair Employment Practices", or "Employee Benefits Liability" or any combination thereof, PDRMA's liability shall be only for the "Ultimate Net Loss" in excess of the Member's deductible (if any) as specified in ITEM 6 of the Declarations Page as the result of any one "Occurrence" or "Wrongful Act", and then for an amount not exceeding the amount specified in ITEM 5 of the Limits section of the Declarations Page as the result of any one "Occurrence" or "Wrongful Act."

It is agreed that PDRMA's liability as specified in ITEM 5 on the Declarations Page shall apply separately to each Member under this Coverage Document in the event of an "Occurrence" and/or "Wrongful Act" that involves two or more Members.

For the purpose of determining the limit of our liability, all "Ultimate Net Loss" arising from "Damages" for, "Bodily Injury" and "Property Damage", "Personal Injury", "Public Officials Errors and Omissions", "Unfair Employment Practices", or "Employee Benefits Liability" arising out of continuous, repeated, or related exposure to substantially the same general conditions shall be considered as arising out of one "Occurrence" or "Wrongful Act", as the case may be, and shall be deemed to have originated in the latest Coverage Period in which the "Damages" were last incurred and only the limit of liability as specified in ITEM 5 for that Coverage Period shall apply.

COVERAGE TERRITORY

The coverage applies to "Bodily Injury" and "Property Damage", "Personal Injury", "Public Officials Errors and Omissions", "Unfair Employment Practices", or "Employee Benefit Liability" occurring anywhere in the world during the Coverage Period.

PERSONS OR ENTITIES COVERED

(A) The Members named in the Schedule of Members.

(B) Member also means:

1. Individuals who were or now are elected officials or appointed officers of the Member, including members of its governing body, , or any other committees, boards or commissions of the Member while acting for or on behalf of the Member.
2. Past or present employees "contract employees", or volunteers of the Member while acting for or on behalf of the Member.
3. Individuals who were or now are elected or appointed representatives of PDRMA including members of its governing body, , or any other committees, boards or commissions and past or present employees, "contract employees" or volunteers of PDRMA while acting for or on behalf of PDRMA.
4. Member Foundations, including those individuals who were or now are elected officials or appointed officers of the Member Foundation, including members of its governing body, , or any other committees, boards, commissions, or volunteers of the Member Foundation while acting for or on behalf of the Member Foundation. Member Foundation means a not-for-profit corporation organized for the sole purpose of conducting and/or supporting Member activities and/or services, and incorporated pursuant to the Illinois General Not For Profit Corporation Act of 1986. In order to be considered for coverage, the Member must submit the Member Foundation's Articles of Incorporation or other such organizational documents to us for approval prior to coverage being approved. A Member Foundation is covered only for Bodily Injury and Property Damage Liability, Personal Injury Liability and Public Officials Errors and Omissions Liability, and in no event beyond the sublimits stated on the Declarations Page.

5. Any person using any owned or hired Automobile or any person legally responsible for the use thereof, provided that the owned or hired Automobile is being used with your permission.

EXCLUSIONS

The following exclusions shall apply to all parts of the Coverage Document.

This Coverage Document does not apply:

- (A) To any liability arising out of any workers' compensation, occupational disease, unemployment compensation or disability benefits law, or under any similar law.
- (B) To "Bodily Injury" to any employee or "Contract Employee" of the Member arising out of and in the course of their employment by the Member, but this exclusion does not apply to Workers' Compensation Coverage B, Employer's Liability or Stop Gap Liability as defined by the National Council on Workers' Compensation Insurance.
- (C) To any liability for Property Damage to:
 1. Real or Personal Property owned, occupied by or leased to the Member, its agents or contractors;
 2. Real or Personal Property used by the Member, its agents or contractors;
 3. Real or Personal Property in the care, custody or control of the Member, its agents or contractors or as to which the Member, its agents or contractors is for any purpose exercising control.
- (D) To any liability arising out of failure to perform or breach of contractual obligation including any liability assumed by the Member under any contract which includes liability from any arbitration proceeding wherein PDRMA is not entitled to exercise with the Member the Member's rights in the choice of arbitrators, and in the conduct of such proceedings.
- (E) To any liability arising out of the ownership, maintenance, loading or unloading, use or operation of any "Aircraft", airfields, runways, hangars, buildings or other properties in connection with aviation activities.

However, in connection with airfields, runways, hangars, buildings or other properties in connection with aviation activities, this exclusion shall not apply to those areas open to the public for the purpose of entering, leaving, or using the airport facilities, including parking lots and garages.

Loading and unloading of "Aircraft" as set forth above shall not apply to paramedics, nurses or emergency medical technicians.
- (F) To any liability arising out of or in connection with any land use issue including but not limited to the principles of eminent domain, adverse possession, condemnation proceedings, inverse condemnation by whatever name, disputes involving the application of impact or linkage fees, or the application of any land use, zoning, building, subdivision or similar ordinance or regulation, regardless of whether such claims are made directly against the Member or pursuant to any agreement entered into, by or on behalf of the Member.
- (G) To any liability arising out of the failure to supply a specific amount of electrical power, steam, fuel or water or to liability arising out of the interruption of the electrical power, steam, fuel or water supply.
- (H) To any liability arising out of the ownership, maintenance, operation, use, loading or unloading of:
 1. Any "Watercraft" owned or operated by or rented, leased, or loaned to the Member, or
 2. "Watercraft" operated by any person in the course of his employment by the Member.

However, this exclusion shall not apply to any owned "Watercraft" less than or equal to 51 feet or any non-owned "Watercraft" less than or equal to 125 feet in length or to any "Watercraft" while ashore or on premises owned or controlled by the Member.

(I) To any liability:

1.

(a) With respect to which the Member is also an Insured under a nuclear energy policy issued by the Nuclear Energy Liability-Property Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an Insured under any such policy but for its termination upon exhaustion of its limit of liability; or

(b) Resulting from the "hazardous" properties of "nuclear material" and with respect to which (i) any person or any organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, (ii) the Member is, or had this policy not been available would be, entitled to indemnity from the United States of America or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

2. Resulting from the "hazardous properties" of "nuclear material", if:

(a) The "nuclear material" (i) is at any "nuclear facility" owned by the Member or operated by the Member or on the Member's behalf, or (ii) has been discharged or dispensed therefrom;

(b) The "nuclear material" is contained in spent fuel or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of by the Member or on the Member's behalf; or

(c) The injury, sickness, disease, death or destruction arises out of the furnishing by the Member of services, materials, parts or equipment in connection with the planning, construction, maintenance, operating or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or Canada, this exclusion, (c) applies only to "injury" or "Property Damage" to such "nuclear facility" and any property thereat.

As used in this exclusion:

(a) "hazardous properties" includes radioactive, toxic or explosive properties;

(b) "nuclear material" means source material, special nuclear material or by-products material;

(c) "source material", "special nuclear material" and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or any law amendatory thereof;

(d) "spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor,

(e) "waste" means any waste material (i) containing by-product other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its source material contents and (ii) resulting from the operation by any person or organization of a nuclear facility included within the definition of nuclear facility below;

(f) "nuclear facility" means:

(i) any nuclear reactor

(ii) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging wastes;

(iii) any equipment or device used for the processing, fabricating, or alloying of special nuclear material if at any time the total amount of such material in the Member's custody at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

- (iv) any structure, basin, excavation, premises or place prepared or used for storage or disposal of waste and includes the site on which any of the forgoing is located, all operations conducted on such site and all premises used for such operations.
- (g) "nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction to contain a critical mass of fissionable material;
- (h) with respect to injury or to destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

(J)

1. To any liability arising out of the actual or threatened discharge, dispersal, release or escape of pollutants, anywhere in the world;
2. To any obligation to defend any suit or claims against the Member seeking "Damages", if such suit or claim arises out of the actual or threatened discharge, dispersal, release or escape of "pollutants", anywhere in the world;
3. To any loss, cost or expense arising out of any governmental direction or request that the Member test for, monitor, clean up, remove, contain, treat, detoxify or neutralize "pollutants";
4. To any loss, cost or expense incurred by a governmental unit or other third party, including but not limited to cost of investigation and monitoring, and "Defense Costs", relating to activities in connection with efforts to test for, monitor, clean up, remove, contain, trace, detoxify or neutralize "pollutants".

"Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste material. Waste material includes materials that are intended to be or have been recycled, reconditioned or reclaimed.

"Pollutants" shall also mean fungal pathogens or bacteria, including any fungus or mycota or any byproduct or type of infestation produced by such fungus or mycota, including but not limited to mold, mildew, mycotoxins, spores, or any biogenic aerosols, whether indoors or outdoors.

"Pollutants" shall not include potable water, water distributed to the consumer intended to be potable water, agricultural water, or water furnished to commercial users. Waste material shall not include water, whether recycled, reconditioned or reclaimed.

Nothing in this Exclusion (J) shall operate to provide any coverage with respect to:

- (1) Any site or location used by others on the Member's behalf for the handling, storage, disposal, dumping, processing or treatment of waste material. This exclusion applies whether or not the action by others was known to the Member; or
- (2) Any clean-up costs mandated by the Superfund program; or
- (3) Acid Rain; or
- (4) Clean-up, removal, containment, treatment, detoxification or neutralization of pollutants situated on premises that the Member currently owns or rents.

However, Exclusion (J) shall not apply to any liability arising out of the escape or spill of fuels, lubricants or operating fluids from any owned or leased "automobile", mobile equipment or "Watercraft". This exception does not apply to the intentional discharge, dispersal or release of fuels, lubricants or other fluids from any owned or leased "automobile", mobile equipment or "Watercraft".

- (K)
 1. To any liability arising out of the manufacture , mining , use , sale , installation , removal , distribution , or exposure to asbestos, asbestos products, asbestos fibers, or asbestos dust; or
 2. To any liability to indemnify any party because of damage arising out of “Bodily Injury” and “Property Damage”, “Personal Injury”, or “Public Officials Errors and Omissions” due to an “Occurrence” or loss due to a Wrongful Act at any time as a result of the manufacture, mining , use , sale , installation , removal , distribution , or exposure to asbestos, asbestos products, asbestos fibers, or asbestos dust; or
 3. To any liability to defend any suit or claim against the Member seeking “Damages” arising out of “Bodily Injury” and “Property Damage or“Personal Injury”, or”, or “Public Officials Errors and Omissions” due to an “Occurrence” or loss due to a “Wrongful Act”, if such suit or claim results from or is contributed to any combination of the following: manufacture , mining , use , sale , installation , removal , distribution , or exposure to asbestos, asbestos products, asbestos fibers, or asbestos dust.
- (L) To any claim made against the Member based upon the Employee Retirement Income Security Act of 1974, public law 93-406, commonly referred to as the Pension Reform Act of 1974, and amendments thereto, or similar provisions of any federal, state or local statutory law or common law;
- (M) To any liability arising out of the rupture, bursting, overtopping, accidental discharge or partial or complete structural failure of any “Dam”.
- (N) To any liability for “Property Damage” arising out of land or mine “Subsidence”.
- (O) To any liability where the “Bodily Injury” or “Property Damage” is expected or intended from the standpoint of the Member. This exclusion does not apply to “Bodily Injury” or “Property Damage” resulting from the use of reasonable force to protect persons or property.
- (P) To any costs, expenses, or fees related to the modification of any building, property, or other public access points, in order to make them more accessible or accommodating to disabled persons.
- (Q) To causes of action grounded solely in contract including but not limited to breach of any oral or written employment contract or quasi-employment contract.
- (R) To any liability arising out of the ownership, operation or participation of a Member in any way in a trolley line or tour boat where that trolley line or tour boat is mainly used for public transportation activities rather than recreational activities.
- (S) To any liability caused by, resulting from or arising out of, in whole or in part, the injurious properties of silica or any product or material containing or composed of silica in any form, under any theory of liability whatsoever. “Silica” means silica occurring in any form, including silicon dioxide, silica particles, silica fibers, silica sand, silica dust or silica compounds, including a mixture or combination of any of the foregoing and any other mineral, dust, particle or any substance or material of any kind or origin.
- (T) To any liability arising out of any fraudulent, dishonest or intentional act or omission committed by any Member.
- (U) To any liability arising out of or by reason of:
 1. The purchase, sale, offer for sale, or solicitation of any security, debt, bank deposit ,bond, note, debenture, financial interest or instrument;

2. Any representation made at any time in relation to the price or value of any security, debt, bank deposit, bond, note, debenture, financial interest or instrument; or
 3. Any depreciation or decline in price or value of any security, debt, bank deposit, bond, note, debenture, financial interest or instrument.
- (V) To any claim or causes of action seeking only non-monetary relief such as injunction, mandamus or declaratory relief or to the payment of "Defense Costs" of opposing counsel where a judgment providing no other monetary relief to the plaintiff is entered.
- (W) To any liability arising out of punitive or exemplary damages, amounts which are a multiple of compensatory damages, including but not limited to awards of double or treble damages, or any civil or criminal fines, penalties or sanctions whether pursuant to statute, regulation, or otherwise. In addition, PDRMA will not pay "Defense Costs" nor shall we be obligated to provide a defense for claims or legal actions in which any damages listed in this exclusion are claimed, except at PDRMA's discretion.
- (X) To any liability arising out of:
1. The rendering or failure to render any professional service including but not limited to, medical, health, and legal services.
 2. The use or operation by or on behalf of the Member as respects:
 - (a) Any hospital as defined by the Insurance Services Office;
 - (b) Any health care provider because of his or her professional acts, errors or omissions;
 - (c) Any clinic or infirmary;
 - (d) Any pharmacy operated by or for a Member.

This exclusion does not apply to any liability arising out of the services performed by emergency medical technicians, paramedics or nurses who are Employees of the Member and while acting within the scope of that employment.

- (Y) To any liability arising directly or indirectly out of:
1. War, including undeclared civil war;
 2. Warlike action by a military force, including action hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or agents; or
 3. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.
- (Z) To any liability arising out of or related to, either directly or indirectly, any "Terrorist Activity," as defined herein, and any action taken to hinder, defend against or respond to any such activity. This exclusion applies regardless of any other cause or event that in any way contributes, concurrently or in any sequence, to the loss, cost or expense.
- a. "Terrorist Activity" shall mean any deliberate, unlawful act that:
 - (1) is declared by any authorized governmental official to be or to involve terrorism, terrorist activity or acts of terrorism; or
 - (2) includes, involves, or is associated with the use or threatened use of force, violence or harm against any person, tangible or intangible property, the environment, or any natural resources, where the act or threatened act is

intended, in whole or in part, to:

- (a) promote, further or express opposition to any political, ideological, philosophical, racial, ethnic, social or religious cause or objective; or
 - (b) influence, disrupt or interfere with any government related operations, activities or policies; or
 - (c) intimidate, coerce or frighten the general public or any segment of the general public; or
 - (d) disrupt or interfere with a national economy or any segment of national economy; or
- (3) includes, involves, or is associated with, in whole or in part, any of the following activities, or the threat thereof:
- (a) hijacking or sabotage of any form of transportation or conveyance, including but not limited to spacecraft, satellite, aircraft, train, vessel, or motor vehicle;
 - (b) hostage taking or kidnapping;
 - (c) the use or threatened use of, or release or threatened release of any nuclear, biological, chemical or radioactive agent, material, device or weapon;
 - (d) the use of any bomb, incendiary device, explosive or firearm;
 - (e) the interference with or disruption of basic public or commercial services and systems, including but not limited to the following services or systems; electricity, natural gas, power, postal, communications, telecommunications, information, public transportation, water, fuel, sewer or waste disposal;
 - (f) the injuring or assassination of any elected or appointed government official or any government employee;
 - (g) the seizure, blockage, interference with, disruption of, or damage to any government buildings, institutions, functions, events, tangible or intangible property or other assets; or
 - (h) the seizure, blockage, interference with, disruption of, or damage to tunnels, roads, streets, highways, or other places of public transportation or conveyance.

b. Any of the activities listed in section a (3) above shall be considered "Terrorist Activity" except where PDRMA and the Member can demonstrate to the reinsurer that the foregoing activities or threats thereof were motivated solely by personal objectives of the perpetrator that are unrelated, in whole or in part, to any intention to:

- (1) promote, further or express opposition to any political, ideological, philosophical, racial, ethnic, social or religious cause or objective; or
 - (2) influence, disrupt or interfere with any government related operations, activities or policies; or
 - (3) intimidate, coerce or frighten the general public or any segment of the general public
- or
- (4) disrupt or interfere with a national economy or any segment of a national economy

This exclusion applies only above the limits outlined in Item 5 Subpart 5 of the Declaration Page.

(AA) To any liability, including all loss, cost or expense, directly or indirectly arising out of, resulting as a

consequence of, or related to anything containing lead, including, but not limited to air, water, earth, dust, paint, plumbing solder, and pipes and fixtures, whether or not there is another cause of loss which may have contributed concurrently or in any sequence to a loss.

The following additional exclusions shall apply to designated parts of the Coverage Document.

Under Coverage C, Public Officials Errors and Omissions Liability for:

1. Any liability arising out of any tax assessments or adjustments; the collection, refund, disbursement, or application of any taxes; or the failure to anticipate tax revenue shortfalls.
2.
 - (a) Any liability of a Member or those individuals who were or now are elected or appointed officials or past or present employees of the Member arising in whole or in part out of any of them obtaining remuneration or financial gain to which they were not legally entitled, or
 - (b) Any liability arising out of the willful violation of a penal code or ordinance committed by or with the knowledge or consent of any Member; except that any fact pertaining to any other Member shall not be imputed to any other Member for the purpose of determining application of these Exclusions 2(a) and 2(b).
3. Any liability of any Member arising out of estimates of probable costs or cost estimates being exceeded or for faulty preparation of bid specifications or plans or failure to award contracts in accordance with statute or ordinance which under law must be submitted for bids.

Under Coverage D, Unfair Employment Practices Liability for:

1. Any liability arising out of a lockout, strike, picket line, replacement or similar actions in connection with labor disputes or labor negotiations.
2. Any liability arising out of the Workers Adjustment and Retraining Notification Act (W.A.R.N.), Public Law 100-379 (1988), or any amendment thereto, or any similar federal, state, or local law.
3. Any liability for reinstatement due any claimant, or the continued employment of the claimant.
4. Any liability based upon, arising from, or in consequence of any class action suit.
5. Any liability based upon, arising from or in consequence of any alleged violation of the National Labor Relations Act: 29 U.S.C. § 151-169; the National Labor Management Act (Taft-Hartley Act) - 29 U.S.C. § 141-197; the Illinois Public Labor Relations Act: 5 ILCS 315/1 *et seq*, or any amendment thereto, or any similar federal state or local law.
6. Any liability based upon, arising from, or in consequence of any alleged violation of the Fair Labor Standards Act or similar provisions of any federal, state, or local statutory law or common law (other than the Equal Pay Act), the Illinois Health and Safety Act, the Illinois Safety Inspection and Education Act, and the Wage Theft Enforcement Act or any similar laws.

Under Coverage E, Employee Benefit Liability, for:

1. Any liability which results from an act or omission of a third party administrator, a firm or person, other than an employee of the Member, who administers the Member's "Employee Benefits Programs";
2. Any liability for benefits that are lawfully paid or payable to a beneficiary from the funds of an

"Employee Benefits Program";

3. Any liability that results from not having adequate insurance or bonds to protect the assets of "Employee Benefits Programs".
4. Any liability for failure of performance of a contract by any Member, or to any claim based upon failure of stocks, bonds or other securities to produce financial gain, profit or growth as represented by the Member;
5. Any liability based upon the Member's failure to comply with any workers' compensation, unemployment insurance or coverage, Social Security or disability benefits law.

PDRMA shall not pay any cost that results from the defense, investigation, settlement, or judgment award of or for any "Occurrence" or "Wrongful Act" involving any loss excluded herein, or by way of any amendments hereto.

DEFINITIONS

When used in this Coverage Document (including Amendments forming a part hereof):

- (A) "Aircraft" means a vehicle designed for the transport of persons or property principally in the air.
- (B) "Automobile" means any licensed land motor vehicle, trailer, or semi-trailer.
- (C) "Bodily Injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
- (D) "Claim" means:
 1. A demand received by a Member for money or services, or the service of a suit or the initiation of an arbitration proceeding against the Member that seeks "Damages" arising out of a "Wrongful Act", "Occurrence" or "Wilful and Wanton" act.
 2. An incident or circumstance for which the Member has knowledge that may result in a claim against
The Member.
- (E) "Contract Employee" means:
 1. Any employee who is under contract to the Member 100% of the time, or
 2. Any employee whose only contract of employment is with the Member.
- (F) "Covered Party" means any person or organization qualifying as a Member under the Persons or Entities Covered section of this Coverage Document. The coverage afforded applies separately to each Member against whom claim is made or suit is brought, except with respect to the limits of PDRMA's liability.
- (G) "Dam" means any artificial barrier together with appurtenant works, which does or may impound or divert water, and which either:
 1. Is 25 feet or more in height from the natural bed of the stream or water course at the downstream toe of the barrier or from the lowest elevation of the outside limit of the barrier, if it is not across a stream channel or watercourse, to the maximum possible water storage elevation; or
 2. Has an impounding capacity of 50 acre-feet or more.

- (H) "Damages" means compensatory or actual damages, consisting of both general and special damages, resulting from "Bodily Injury", "Property Damage", "Personal Injury", "Public Officials Errors and Omissions", "Unfair Employment Practices", or "Employee Benefits Liability", and for "Wrongful Acts" as defined in this Coverage Document. Damages do not include:
1. Punitive or exemplary damages.
 2. Any amounts which are a multiple of compensatory damages, including but not limited to awards of double or treble or damages.
 3. Any civil or criminal fines, penalties or sanctions whether pursuant to statute, regulation or otherwise imposed by law.
- (I) "Defense Costs" means attorney's and paralegals fees, costs and expenses and other fees, costs and expenses incurred in connection with the investigation, adjustment, defense or appeal of a claim or suit covered hereunder. "Defense Costs" do not include the office expenses of the Member nor the salaries of employees or officials of the Member, who provide or cooperate or assist in the investigation or adjustment of a claim or in the defense of a suit or other proceeding.
- (J) "Occurrence" means:
1. An accident or event, including continuous or repeated injurious exposure to substantially the same harmful conditions which occurs during the coverage period and which results in "Bodily Injury" or "Property Damage", which is neither expected nor intended from the Member's conduct, unless the "Bodily Injury" or "Property Damage" results from the use of reasonable force to protect persons or property;
 2. With respect to "Personal Injury" (one or more offenses or series of related offenses committed during the coverage period.
- (K) "Personal Injury" means:
1. Injury other than "Bodily injury", including disability, shock, mental anguish, emotional distress, or mental injury;
 2. False arrest, false imprisonment, wrongful detention, or malicious prosecution;
 3. Wrongful entry into, or eviction of any person from, a room, dwelling or premises that a person occupies, or other invasion of the right of private occupancy;
 4. A publication or utterance that slanders, libels, or defames a person or organization or disparages a person's or organization's goods, products, or services;
 5. A publication or utterance that violates a person's right of privacy;
 6. Discrimination based upon race, religion, nationality, color, creed, sex, disability or age;
 7. Assault and battery, but only if committed or directed by the Member for the purpose of protecting persons from injury or death, or property from damage.
- (L) "Property Damage" means physical injury to or destruction of tangible property, including loss of use thereof; and loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the Wrongful Act or Occurrence that caused it.
- (M) "Public Officials Errors and Omissions" means liability arising out of a "Wrongful Act" by a Member or a "Willful and Wanton" act, inaction, mistake, misstatement, error, neglect, inadvertence, or omission by the Member in the discharge of duties on behalf of the Member.
- (N) "Subsidence" shall mean any "Property Damage" directly or indirectly arising out of, caused by, resulting from, contributed to or aggravated by the settling, sinking, slipping, falling away, caving in, shifting,

eroding, mud flow, rising, tilting, or any other movement of land or earth.

- (O) "Ultimate Net Loss" means the sums for which the Member is legally liable as "Damages" by reason of a judgment or settlement, and shall include all costs, including "Defense Costs", arising out of an "Occurrence" or "Wrongful Act".
- (P) "Unfair Employment Practices" means any "Wrongful Act" relating to a past, present or prospective employee of the Member, as a consequence of "Unfair Employment Practices" at whom any of the employment-related practices described below is directed, for or arising out of any actual or alleged wrongful dismissal, discharge, or termination, either actual or constructive, of employment, employment-related misrepresentation, wrongful failure to employ or promote, wrongful deprivation of career opportunity or reassignment, wrongful discipline, negligent employee evaluation, or sexual or workplace harassment or humiliation of any kind including, but not limited to, the alleged operation of a harassing workplace environment, or unlawful discrimination, whether direct, indirect, or failure to provide adequate employee policies and procedures.

"Unfair Employment Practices" shall include "Wrongful Acts" brought under local, state or federal law, whether common law or statutory, and shall include, but not be limited to allegations of violations of the following federal laws, as amended, including regulations promulgated thereunder:

1. Americans with Disabilities Act (ADA);
2. Civil Rights Act of 1991;
3. Age Discrimination in Employment Act (ADEA), including the Older Workers Benefit Protection Act of 1990;
4. Title VII of the Civil Rights Law of 1964, and amendments thereto, including the Pregnancy Discrimination Act of 1978;
5. Civil Rights Act of 1866, Section 1981;
6. Fifth and Fourteenth Amendments of the U.S. Constitution;
7. The Equal Pay Act;
8. The Immigration Reform and Control Act of 1986; and
9. The Family and Medical Leave Act of 1993.

"Damages" as respects "Unfair Employment Practices" only means a monetary judgment, monetary award, or a monetary settlement, including "Defense Costs", which the Member is obligated to pay.

- (Q) "Volunteer" means someone who performs duties or provides services solely and exclusively for the benefit of the member, without any expectation or receipt of monetary payment.
- (R) "Watercraft" means a vehicle designed for the transport of persons or property principally on water.
- (S) "Willful and Wanton" act means conduct as defined in 745 ILCS 10/1-210 of the Illinois Governmental and Governmental Employees Tort Immunity Act.
- (T) "Wrongful Act" means any actual or alleged negligent or "Willful and Wanton" act, or error or omission arising out of the conduct or performance of a Member in the performance of his or her or their duties. All such exposure to substantially the same general conditions shall be deemed one "Wrongful Act".
- (U) As respects Coverage E, Employee Benefit Liability, the following Definitions apply:
- "Employee Benefit Liability" means legal liability of the Member for which the Member shall become obligated to pay as "Damages" because of any claim made against the Member due to any negligent or "Willful and Wanton" act, error or omission of the Member, or any other person for whose acts the Member is legally liable, in the administration of the Member's "Employee Benefits Programs" as defined herein.

“Employee Benefits Programs” means (a) group life insurance, group accident or health insurance, pension plans, workers compensation, unemployment insurance or coverage, social security benefits, disability benefits, retirement plans and dependent care assistance plans, Flexible Spending Accounts, Health Reimbursement Accounts, and Health Savings Accounts and (b) any other similar Employee Benefit Plans.

“Administration” wherever used means:

1. giving counsel to employees with respect to the “Employee Benefits Programs”;
2. interpreting the “Employee Benefits Programs”;
3. handling of records in connection with the “Employee Benefits Programs”; and
4. affecting enrollment, termination or cancellation of employees or omission of the Member in the Administration (as defined herein) of the Member’s “Employee Benefits Program”, as defined herein, occurring during the coverage period.

“Occurrence” means any negligent or “Willful and Wanton” act, error or omission of the Member in the Administration of the Member’s “Employee Benefits Programs” occurring during the coverage period.

“Employee” means current employees, former employees, and retired employees of the Member and their heirs, legatees, personal representatives, beneficiaries or assigns.

“Damages” means those damages which are payable because of injury to rights or interests of Employees or their beneficiaries in the “Employee Benefits Programs.”

CONDITIONS

(A) Duties in the event of an “Occurrence” or “Wrongful Act”, claim or suit:

1. You must see to it that PDRMA is notified as soon as practicable in accordance with PDRMA’s policies and procedures of an “Occurrence” or “Wrongful Act”, incident or injury which may result in a claim. To the extent possible, notice should include:
 - (a) How, when and where the “Occurrence” or “Wrongful Act”, incident or injury took place;
 - (b) The names and addresses of any injured person and witnesses; and
 - (c) The nature and location of any injury or damage arising out of the “Occurrence” or “Wrongful Act”, incident or injury.
2. If a claim is made or suit is brought against you, you must:
 - (a) Immediately record the specifics of the claim or suit and the date received; and
 - (b) Notify PDRMA as soon as practicable and in accordance with PDRMA’s policies and procedures; and
 - (c) Provide PDRMA with written notice of the claim or suit as soon as practicable.
3. You and any other involved Member or any other person or entity to whom coverage has been extended pursuant to AMENDMENT #8 COVERAGE EXTENSION ADDITIONAL INSURED, must:
 - (a) Immediately send PDRMA copies of any demands, notices, summonses or legal papers received in connection with the claim or suit;

- (b) Authorize PDRMA to obtain records and other information;
- (c) Cooperate with PDRMA in the investigation, settlement or defense of the claim or suit;
- (d) Promptly give notice of the "Occurrence" or "Wrongful Act", incident or injury to any other insurer (including self-insurance or coverage through a public entity pool, risk retention group or any other type of alternative funding mechanism) which also has applicable coverage for any claim or suit to which this Coverage Document applies;
- (e) Promptly and exclusively tender the defense and indemnity of any loss, claim, proceeding, law suit or any other legal or administrative action or part thereof to any other insurer, self-insurer, public entity pool, risk retention group or other alternative funding mechanism, which also has applicable coverage for any claim or suit to which this Coverage Document applies; and
- (f) Assist PDRMA, upon its request, in the enforcement of any right against any person or organization which may be liable to the you because of injury or damage to which this coverage may also apply.

You will not, except at your own cost, voluntarily make a payment, assume any obligation, or incur any expense in response to any claim or suit without PDRMA's prior written consent.

(B) No Legal Action Against PDRMA.

No person or organization has any right under this Coverage Document to join PDRMA as a party to a suit seeking "damages" from a Member; or to sue PDRMA.

(C) Other Insurance.

This coverage is always excess over any other insurance, whether primary, excess, pro-rata, contingent or any coverage which is self-insured or provided through a public entity pool, risk retention group or any other type of alternate funding mechanism. Since this coverage is always excess, PDRMA will have no duty to defend any claim or suit which any other party has a duty to defend. If no party defends, PDRMA may undertake the defense, but PDRMA will be entitled to your rights against any other parties.

Since this coverage is always excess over any other insurance, whether collectible or not, PDRMA will pay only its share of the amount of loss, if any, that exceeds the sum of:

1. The total amount that all such other insurance would pay for the loss in the absence of this coverage; and
2. The total of all deductible and self-insured amounts under all that other insurance.

(D) Member Contribution Calculation.

1. PDRMA will compute all Member contributions for this Coverage Document in accordance with its rules and rates.
2. Members must keep records of the information needed for Member contribution computation, and send PDRMA copies at such times as we may request.

(E) Representations.

By accepting this Coverage Document, the Member agrees:

1. The statements in the Declarations are accurate and complete;
2. Those statements are based upon representations you made to PDRMA; and
3. PDRMA has issued this Coverage Document in reliance upon your representations.

(F) Separation Of Members.

Except with respect to the Limits of Coverage, and any rights or duties specifically assigned in this Coverage Document to the Member, this coverage applies:

1. As if each Member were the only named Member; and
2. Separately to each Member against whom claim is made or suit is brought.

(G) Transfer Of Rights Of Recovery Against Others To Us.

If the Member has rights to recover all or part of any payment PDRMA has made under this Coverage Document, those rights are transferred to PDRMA. The Member must do nothing after loss to impair them. At PDRMA's request, the Member will bring suit or transfer those rights to PDRMA and help us enforce them.

(H) Subrogation.

PDRMA shall be subrogated to the extent of any payment hereunder to all the Member's rights of recovery therefore, and the Member shall do nothing after loss to prejudice such rights and shall do everything necessary to secure such rights. Any amount so recovered shall be apportioned in the following order:

1. For the repayment of expenses incurred by us in effecting such recovery;
2. For "Damages" and/or "Defense Costs" paid by us;
3. For any "Damages" and/or "Defense Costs" paid by the Member in excess of the deductible;
4. For any "Damages" and/or "Defense Costs" paid by an excess carrier on the Member's behalf; and
5. For repayment of the deductible.

(I) Changes.

Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or change in any part of this Coverage Document or stop PDRMA from asserting any right under the terms of this Coverage Document, nor shall the terms of this Coverage Document be waived or changed, except by Amendment issued to form a part of this Coverage Document.

(J) Cancellation.

Coverage may be cancelled only in accordance with the Agency Policies and/or Agency Procedures.

**PARK DISTRICT RISK MANAGEMENT AGENCY
LIABILITY COVERAGE DOCUMENT**

**AMENDMENT #1
UNINSURED MOTORISTS COVERAGE**

Coverage Document Number: L010114

Coverage Parts Affected: Bodily Injury and Property Damage Liability
Personal Injury Liability
Public Officials Errors and Omissions Liability

Effective Date of Change: January 1, 2001

Limit of Liability: \$1,000,000 per occurrence

UNINSURED MOTORIST COVERAGE AGREEMENT

It is agreed that this coverage shall apply, subject to the limits specified above and the restrictions below, to claims or suits, involving, arising from, or in anyway connected with Uninsured motorist claims.

This coverage shall apply only when workers' compensation benefits do not apply to the Members or Passengers. If for any reason workers' compensation benefits shall be paid or are payable to any Member or Passenger as a result of any occurrence involving an Uninsured motorist, then those workers' compensation benefits paid or payable shall be offset from any benefits payable by this coverage.

WHO IS COVERED

- (A) Those persons or entities listed in Part (B) of the PERSONS OR ENTITIES COVERED section of the Liability Coverage Document.
- (B) If the Member is an individual, this coverage shall also extend to any passenger, if occupying a "Covered Automobile" and not in the course and scope of his/her employment.

ADDITIONAL EXCLUSIONS APPLICABLE ONLY TO THIS AMENDMENT

All exclusions contained in the Liability Coverage Document are herewith included by reference.

In addition, this coverage does not apply to any of the following:

1. Any claim settled without our consent.
2. Any person using a "Covered Automobile" without a reasonable belief that the person is entitled to do so.
3. Any claim for damages as a result of "bodily injury" sustained by another Member or passenger, including any claim for loss of society, consortium, or companionship and all other similar claims.
4. Punitive or exemplary damages.

OUT-OF-STATE COVERAGE EXTENSIONS APPLICABLE ONLY TO THIS AMENDMENT

While a Covered Automobile is away from the state where it is licensed we will:

- (A) Increase the Limit of Coverage for Liability Coverage to meet the limits specified by a compulsory or financial responsibility law of the jurisdiction where the "Covered Automobile" is being used. This extension does not apply to the limit or limits specified by any law governing motor carriers of passengers or property.
- (B) Provide the minimum amounts and types of other coverage, such as no-fault, required of out of state vehicles by the jurisdiction where the "Covered Automobile" is being used. However, we will not pay anyone more than once for the same element of loss because of these extensions.

ADDITIONAL DEFINITIONS APPLICABLE ONLY TO THIS AMENDMENT

All definitions contained in the Liability Coverage Document are herewith included by reference. Additional definitions applicable to this Amendment include:

- (A) "Uninsured Motor Vehicle" means a land motor vehicle or trailer of any type:
 - 1. For which no bodily injury liability bond or policy applies at the time of the accident;
 - 2. Which is a hit and run vehicle and neither the driver nor the owner can be identified. The vehicle must hit or cause an object to hit, a Member, a "covered automobile" or a vehicle a member is occupying; or
 - 3. For which an insuring or lending company denies coverage or becomes insolvent.

However, "Uninsured Motor Vehicle" does not include any vehicle or equipment:

- 1. Owned by or furnished or available for the regular use of a Member or any family member;
 - 2. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer which becomes insolvent;
 - 3. Owned by any governmental unit or agency;
 - 4. Designed mainly for use off public roads while not on public roads; or
 - 5. While located for use as a residence or premises.
- (B) "Stacking" means the aggregation of the coverage limits of two or more policies or two or more vehicles within the same Coverage Document. The limits of liability under this coverage shall not be increased because of multiple motor vehicles covered under the same Coverage Document, nor shall this Liability Coverage Document be allowed to be stacked over or under any other available insurance coverage.
- (C) "Covered Automobile" means only land motor vehicles, or trailers of any type licensed for road use, which are owned by, leased or rented for or on behalf of a Member named in the Schedule of Members.

LIMIT OF LIABILITY APPLICABLE TO THIS AMENDMENT

- (A) The limit of liability shown on this Amendment is our maximum limit of liability for all damages resulting from any one accident. This is the most we will pay regardless of the number of claims made or persons or vehicles involved in an accident, including damages sustained by anyone else as a result of another's bodily injury. This includes all sums paid under this Liability Coverage Document's liability coverage.
- (B) We will not make duplicate payment under this coverage for payment made by or on behalf of persons or organizations that may be legally responsible for the accident.

- (C) We will not pay any element of loss if a person is entitled to receive payments for the same elements under any of the following or similar laws:
1. Workers compensation law;
 2. Disability benefits law;
 3. Dram Shop liability law.

ADDITIONAL CONDITIONS APPLICABLE ONLY TO THIS AMENDMENT

(A) Other Insurance or Coverage Documents

This Liability Coverage Document and this Amendment are always excess over any other insurance, whether primary, excess, pro-rata, contingent, or otherwise or any other coverage which is self-insured or provided through a public entity pool, risk retention group or any other type of alternate funding mechanism, which may apply to the "Covered Automobile"

Since this coverage is always excess over any other insurance, whether collectible or not, PDRMA will pay only of the amount of loss, if any, that exceeds:

1. The amount that all such other insurance paid for the loss in the absence of this coverage; and
2. The total of all deductible and self-insured amounts under all that other insurance.

It is the intent of this Liability Coverage Document and of this Amendment not to allow stacking of the limit of liability under this coverage.

(B) Notice of Loss or Settlement

1. In no event shall notification of a claim be made more than one year after the date of the occurrence.
2. To the extent possible, notice should include:
 - (i) How, when and where the "Occurrence" took place;
 - (ii) The names and addresses of all witnesses to the "occurrence" and/or to the claimed injuries;
 - (iii) The name and address of the owner and the operator of the Uninsured Motor Vehicle; and
 - (iv) The name and address of all insurers or self-insurers whose coverage may apply to the occurrence and/or to the injuries and damages claimed, including policy and claim number.
3. No person or entity has the right under the Liability Coverage Document or this Amendment to sue PDRMA or any Member, or to seek arbitration with, or other legal recourse from, PDRMA or any Member.

Signed by:



Chief Executive Officer

**PARK DISTRICT RISK MANAGEMENT AGENCY
LIABILITY COVERAGE DOCUMENT**

**AMENDMENT #2
UNDERINSURED MOTORISTS COVERAGE**

Coverage Document Number: L010114

Coverage Parts Affected: Bodily Injury and Property Damage Liability
Personal Injury Liability
Public Officials Errors and Omissions Liability

Effective Date of Change: January 1, 2001

Limit of Liability: \$1,000,000 per occurrence

UNDERINSURED MOTORIST COVERAGE AGREEMENT

It is agreed that this coverage shall apply, subject to the limits specified above and the restrictions below, to claims, suits, or causes of action, involving, arising from, or in anyway connected with Underinsured motorist claims.

This coverage shall apply only when workers' compensation benefits do not apply to the Members or Passengers. If for any reason workers' compensation benefits shall be paid or are payable to any Member or Passenger as a result of any occurrence involving an Underinsured motorist, then those workers compensation benefits paid or payable shall be offset from any benefits payable by this coverage.

WHO IS COVERED

- (A) Those persons or entities listed in Part (B) of the PERSONS OR ENTITIES COVERED section of the Liability Coverage Document.
- (B) If the Member is an individual, this coverage shall also extend to any passenger, if occupying a "Covered Automobile" and not in the course and scope of his/her employment.

ADDITIONAL EXCLUSIONS APPLICABLE ONLY TO THIS AMENDMENT

All exclusions contained in the Liability Coverage Document are herewith included by reference.

In addition, this coverage does not apply to any of the following:

1. Any claim settled without our consent.
2. Any person using a "Covered Automobile" without a reasonable belief that the person is entitled to do so.
3. Any claim for damages as a result of "bodily injury" sustained by another Member or passenger, including any claim for loss of society, consortium, or companionship and all other similar claims.
4. Punitive or exemplary damages.

OUT-OF-STATE COVERAGE EXTENSIONS APPLICABLE ONLY TO THIS AMENDMENT

While a Covered Automobile is away from the state where it is licensed we will:

- (A) Increase the Limit of Coverage for Liability Coverage to meet the limits specified by a compulsory or financial responsibility law of the jurisdiction where the "Covered Automobile" is being used. This extension does not apply to the limit or limits specified by any law governing motor carriers of passengers or property.
- (B) Provide the minimum amounts and types of other coverage, such as no-fault, required of out of state vehicles by the jurisdiction where the "Covered Automobile" is being used. However, we will not pay anyone more than once for the same element of loss because of these extensions.

ADDITIONAL DEFINITIONS APPLICABLE ONLY TO THIS AMENDMENT

All definitions contained in the Liability Coverage Document are herewith included by reference. Additional definitions applicable to this Amendment include:

"Underinsured Motor Vehicle" means a land motor vehicle or trailer of any type: To which a bodily injury liability bond, policy or other form of risk transfer mechanism or self-insurance applies at the time of the occurrence, but its limit for bodily injury liability is less than the minimum limit for bodily injury specified by the state financial responsibility law of the state in which the "Covered Automobile" is principally garaged or its limit is less than those of the "Covered Automobile", or the limit has been reduced by payments to other persons resulting from the same accident to an amount less than the limit of insurance for the "Covered Automobile".

However, "Underinsured Motor Vehicle" does not include any vehicle or equipment:

1. Owned by or furnished or available for the regular use of you or any family member;
 2. Owned or operated by a self-insurer under any applicable motor vehicle law;
 3. Owned by any governmental unit or agency;
 4. Designed mainly for use off public roads while not on public roads;
 5. While located for use as a residence or premises; or
 6. Which is an "Uninsured Motor Vehicle."
- (B) "Stacking" means the aggregation of the coverage limits of two or more policies or two or more vehicles within the same Coverage Document. The limits of liability under this coverage shall not be increased because of multiple motor vehicles covered under the same Coverage Document, nor shall this Liability Coverage Document be allowed to be stacked over or under any other available insurance coverage.
 - (C) "Covered Automobile" means only land motor vehicles or any type of trailer, licensed for road use, which are owned by, leased or rented for or on behalf of a Member named in the Schedule of Members.

LIMIT OF LIABILITY APPLICABLE TO THIS AMENDMENT

- (A) The limit of liability shown on this Amendment is our maximum limit of liability for all damages resulting from any one accident. This is the most we will pay regardless of the number of claims

made or persons or vehicles involved in an accident, including damages sustained by anyone else as a result of another's bodily injury. This includes all sums paid under this Liability Coverage Document's liability coverage.

- (B) We will not make duplicate payment under this coverage for payment made by or on behalf of persons or organizations that may be legally responsible for the accident.
- (C) We will not pay any element of loss if a person is entitled to receive payments for the same elements under any of the following or similar laws:
 - 1. Workers' compensation law;
 - 2. Disability benefits law;
 - 3. Dram Shop liability law.

ADDITIONAL CONDITIONS APPLICABLE ONLY TO THIS AMENDMENT

(A) Other Insurance or Coverage Documents

This Liability Coverage Document and this Amendment are always excess over any other insurance, whether primary, excess, pro-rata, contingent, or otherwise or any other coverage which is self-insured or provided through a public entity pool, risk retention group or any other type of alternate funding mechanism, which may apply to the Covered Automobile

Since this coverage is always excess over any other insurance, whether collectible or not, PDRMA will pay only the amount of loss, if any, that exceeds the sum of:

- 1. The amount that all such other insurance paid for the loss, ; and
- 2. The total of all deductible and self-insured amounts under all that other insurance.

It is the intent of this Liability Coverage Document and of this Amendment not to allow stacking of the limit of liability under this coverage.

(B) Notice of Loss or Settlement

- 1. In no event shall notification of a claim be made more than one year after the date of the occurrence.
- 2. No payment shall be made under this Coverage Document until the limits of liability under all bodily injury liability insurance policies applicable to the Underinsured Motor Vehicle and its operators shall have been exhausted by payment of judgment or settlement.

No settlement agreement shall be concluded unless:

- (i) The Member has complied with all other applicable Coverage Document terms and conditions; and
 - (ii) Before the conclusion of the settlement agreement, the Member has filed suit, action or arbitration against the Underinsured Motor Vehicle owner or operator and has not abandoned the suit, or settled the suit, action or arbitration without preserving the rights of PDRMA providing Underinsured Motor Vehicle coverage.
- 3. To the extent possible, notice should include:
 - (i) How, when and where the "Occurrence" took place;
 - (ii) The names and addresses of all witnesses to the "occurrence" and/or to the claimed injuries;
 - (iii) The name and address of the owner and the operator of the Underinsured Motor

- Vehicle; and
- (iv) The name and address of all insurers or self-insurers whose coverage may apply to the occurrence and/or to the injuries and damages claimed, including policy and claim number.

4. No person or entity has the right under the Liability Coverage Document or this Amendment to sue PDRMA or any Member, or to seek arbitration with, or other legal recourse from, PDRMA or any Member.

Signed by:

A handwritten signature in cursive script that reads "Brett Davis".

Chief Executive Officer

**PARK DISTRICT RISK MANAGEMENT AGENCY
LIABILITY COVERAGE DOCUMENT**

AMENDMENT #3

AUTO MEDICAL PAYMENTS

Coverage Document Number: L010114
Coverage Parts Affected: Bodily Injury and Property Damage
Limit of Liability: \$5,000 per Member, per occurrence
Effective Date: January 1, 2002

PLEASE READ THIS AMENDMENT CAREFULLY. IT CHANGES THE COVERAGE DOCUMENT.

This Amendment modifies coverage provided under the above Coverage Part.

A. Coverage

We will pay reasonable and necessary medical expenses to or for a Member who sustains "bodily injury" caused by an automobile accident. We will pay only those expenses incurred, or for services rendered, within one year from the date of the accident.

B. Who is Covered

1. By reference, the definitions of Who is Covered in Amendments 2 and 3 are incorporated here in.
2. A Member who is an individual, while "occupying" a "covered automobile" as defined in 2 and 3, or while a pedestrian, when struck by any "automobile".
3. A Member while occupying a "covered automobile" or a temporary substitute for a "covered automobile" The "covered automobile" must be out of service because of its breakdown, repair, servicing, loss or destruction.

C. Exclusions

This coverage does not apply to any of the following:

1. "Bodily injury" sustained by a Member while "occupying" a vehicle located for use as a premises.
2. "Bodily injury" sustained by a Member or any "family member" while occupying or struck by any vehicle (other than a "covered automobile") owned by the Member or furnished or available for the Member's regular use.
3. "Bodily injury" sustained by any "family member" while "occupying" or struck by any vehicle (other than a "covered automobile") owned by or furnished or available for the regular use of any "family member", except the Member "covered automobile".
4. "Bodily injury" to any employee of the member arising out of and in the course of employment by the Member. However, we will cover "bodily injury" to an employee if not entitled to workers' compensation benefits.
5. "Bodily injury" caused by declared or undeclared war or insurrection or any of their consequences.

6. "Bodily injury" to anyone using a vehicle without a reasonable belief that the person is entitled to do so.

D. Limit of Insurance

Regardless of the number of "covered automobiles", Members, contributions paid, claims made or vehicles involved in the accident, the most we will pay for bodily injury for each Member injured in any one accident is the Limit of Coverage for Auto Medical Payments Coverage shown above.

No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and the Liability Coverage Document, Uninsured and Underinsured Motorist Amendments, Health Benefits Coverage, or Workers' Compensation coverage provided to the Member.

E. Changes in Conditions

The Conditions are changed for this Coverage as follows:

1. The reference in Conditions, Sub-paragraph (c) Other Insurance in the Liability Coverage Document to "other collectible insurance" applies only to other collectible auto medical payments insurance.

F. Additional Definitions as used in this Amendment:

1. "Occupying" means in, upon, getting in, on, out of or off.
2. "Family member" means a person related to you by blood, marriage or adoption who is a resident of your household, including a ward or foster child.

G. Notice of Loss.

1. In no event shall notification of a "claim" be made more than one year after the date of the "occurrence".
2. To the extent possible, notice should include;
 - a. How, when and where the "occurrence" took place;
 - b. The names and addresses of all witnesses to the "occurrence" and/or the claimed injuries;
 - c. The name and address of the operator of the Member vehicle; and
 - d. The name and address of all insurers or self-insurers, including health insurers, whose coverage may apply to the "occurrence" and/or to injuries and damages claimed, including the policy and claim number.
3. No person or organization has any right under the Liability Coverage Document or this Amendment to sue PDRMA or any Member, or to seek arbitration with, or other legal recourse from, PDRMA or any Member.

Signed by:



Chief Executive Officer

**PARK DISTRICT RISK MANAGEMENT AGENCY
LIABILITY COVERAGE DOCUMENT**

AMENDMENT #4

AUTOMOBILE PERMISSIVE USER SUBLIMIT

Coverage Document Number: L010114
Coverage Parts Affected: Bodily Injury and Property Damage
Limit of Liability: \$2 million per occurrence
Effective Date: January 1, 2011

PLEASE READ THIS AMENDMENT CAREFULLY. IT CHANGES THE COVERAGE DOCUMENT.

Regardless of the Limit of Coverage shown on the Declarations Page or elsewhere in the Coverage Document, the Limit of Coverage for Bodily Injury and/or Property Damage liability for a claim or suit involving an owned or hired Automobile being used by a person or entity with the permission of a Member but not in furtherance of the business of the Member at the time and place of the occurrence, shall not exceed \$2 million. This sublimit does not apply to the Members named in the Schedule of Members as referenced in the PERSONS OR ENTITIES COVERED section of this Coverage Document.

The special limitation on the Limit of Coverage shall apply as excess over any insurance, whether primary, excess, pro-rata, contingent or other coverage which is self-insured or provided through a public entity pool, risk retention group or any other type of alternative funding mechanism.

Signed by:



Chief Executive Officer

**PARK DISTRICT RISK MANAGEMENT AGENCY
LIABILITY COVERAGE DOCUMENT**

AMENDMENT #5

PRIOR ACTS COVERAGE EXTENSION

Coverage Document Number: L010114

Coverage Parts Affected: Bodily Injury and Property Damage Liability
Personal Injury Liability
Public Officials Errors and Omissions Liability
Unfair Employment Practices Liability
Employee Benefit Liability

Effective Date: November 16, 2000

PLEASE READ THIS AMENDMENT CAREFULLY. IT CHANGES THE COVERAGE DOCUMENT.

For an additional membership contribution, it is agreed that this Coverage Document applies to "claims" or causes of action brought against the Park District of Oak Park, in addition to the persons or entities listed in Part (B) of the PERSONS OR ENTITIES COVERED section of the Liability Coverage Document, but only if the claims or causes of action did not occur before the Prior Acts Date shown below.

Prior Acts Date: February 21, 1993

Signed by:



Chief Executive Officer

**PARK DISTRICT RISK MANAGEMENT AGENCY
LIABILITY COVERAGE DOCUMENT**

AMENDMENT #6

PRIOR ACTS COVERAGE EXTENSION

Coverage Document Number: L010114

Coverage Parts Affected:
Public Officials Errors and Omissions Liability

Effective Date: December 1, 2004

PLEASE READ THIS AMENDMENT CAREFULLY. IT CHANGES THE COVERAGE DOCUMENT.

For an additional membership contribution, it is agreed that this coverage applies to "claims" or causes of action brought against the McHenry County Conservation District, in addition to the persons or entities listed in Part (B) of the PERSONS OR ENTITIES COVERED section of the Liability Coverage Document, but only if the "claims" or causes of action did not occur before the Prior Acts Date shown below.

Prior Acts Date: July 1, 1990

Signed by:



Chief Executive Officer

**PARK DISTRICT RISK MANAGEMENT AGENCY
LIABILITY COVERAGE DOCUMENT**

**AMENDMENT #7
PRIOR ACTS COVERAGE EXTENSION**

Coverage Document Number: L010114

Coverage Parts Affected:
Bodily Injury and Property Damage Liability
Personal Injury Liability
Public Officials Errors and Omissions Liability
Unfair Employment Practices Liability
Employee Benefit Liability

Effective Date: July 1, 2005

PLEASE READ THIS AMENDMENT CAREFULLY. IT CHANGES THE COVERAGE DOCUMENT.

For an additional membership contribution, it is agreed that the above coverage applies to "Claims" or causes of action brought against the Worth Park District, in addition to the persons or entities listed in Part (B) of the PERSONS OR ENTITIES COVERED section of the Liability Coverage Document, but only if the "Claims" or causes of action did not occur before the Prior Acts Date shown below.

Prior Acts Date: July 1, 2001

Signed by:



Chief Executive Officer

**PARK DISTRICT RISK MANAGEMENT AGENCY
LIABILITY COVERAGE DOCUMENT**

AMENDMENT #8

COVERAGE EXTENSION/ADDITIONAL INSURED

Coverage Document Number: L010114

Coverage Parts Affected: Bodily Injury and Property Damage Liability
Personal Injury Liability
Public Officials Errors and Omissions Liability
Unfair Employment Practices Liability
Employee Benefit Liability

This Coverage Document may be extended to third parties for liability arising out of the negligent or "Wrongful Act" or omission of the Members in accordance with PDRMA's policies and procedures, excluding liability arising out of or alleged to have arisen out of any negligent or "Wrongful Act" or omission of the third party unless otherwise specifically agreed to in writing by PDRMA.

Signed by:



Chief Executive Officer

**PARK DISTRICT RISK MANAGEMENT AGENCY
LIABILITY COVERAGE DOCUMENT**

AMENDMENT #9

**PROMPT NOTIFICATION OF POTENTIAL EMPLOYMENT PRACTICES LIABILITY
AND DUTY TO COOPERATE**

Coverage Document Number: L010114
Coverage Parts Affected: Unfair Employment Practices Liability
Effective Date: January 1, 2003

PLEASE READ THIS AMENDMENT CAREFULLY. IT CHANGES THE COVERAGE DOCUMENT.

It is agreed that in order for Unfair Employment Practices Liability coverage to apply, you must:

- A. Contact us before taking action involving a past, present or prospective employee that could reasonably be expected to give rise to a "Claim" or allegation of "Unfair Employment Practices";
- B. Notify us the next business day after you have been informed, either formally or informally, of a potential "Claim" of "Unfair Employment Practices" by a past, present or prospective employee or their legal representative;
- C. Notify us the next business day after you have been placed on notice, either orally or in writing, of a "Claim" or allegation of an "Unfair Employment Practice" by a past, present or prospective employee or their legal representative;
- D. Not intend to and/or knowingly engage in "Unfair Employment Practices";
- E. Not engage in conduct that could reasonably be expected to give rise to a "Claim" or allegation of "Unfair Employment Practices";
- F. Provide us all information, documents, correspondence and any other materials relating to a "Claim" or allegation of "Unfair Employment Practices";
- G. Not withhold information or make a verbal or written statement(s) that compromises our ability to prevent and/or defend a "Claim" or allegation of "Unfair Employment Practices";
- H. Follow specific recommendations made by your corporate counsel, our counsel or defense counsel retained by us, that will assist us in preventing and/or defending a "Claim" or allegation of "Unfair Employment Practices"; and
- I. Follow directives issued by an administrative local, state, or federal agency in response to a "Claim" or allegation of "Unfair Employment Practices".

If you fail to fulfill one or more of the above, the President/Chief Executive Officer may decline, in whole or in part, Unfair Employment Practices Liability coverage, including providing a defense for any "Claim" or action, indemnifying the Member for any judgment, penalty, fine, or settlement arising out of any "Claim" or action, or other payment of loss or damages arising out of any "Unfair Employment Practice".

You may appeal the President/Chief Executive Officer's decision on any declination of coverage as provided in the PDRMA Agency Policies, Claim Disputes.

Signed by:



Chief Executive Officer

**PARK DISTRICT RISK MANAGEMENT AGENCY
LIABILITY COVERAGE DOCUMENT**

AMENDMENT #10

PERSONS OR ENTITIES COVERED

Coverage Document Number: L010114

Coverage Parts Affected: Bodily Injury and Property Damage Liability
Personal Injury Liability
Public Officials Errors and Omissions Liability
Unfair Employment Practices Liability
Employee Benefit Liability

Effective Date: March 5, 2003

PLEASE READ THIS AMENDMENT CAREFULLY. IT CHANGES THE COVERAGE DOCUMENT.

The PERSONS AND ENTITIES COVERED part of this coverage document is amended as follows:

(B) Member also means:

5. The Park Central Condominium Association, its voting members, Board of Directors, individual Directors, Officers, and employees.

Signed by:



Chief Executive Officer

**PARK DISTRICT RISK MANAGEMENT AGENCY
LIABILITY COVERAGE DOCUMENT**

AMENDMENT #11

Automobile and Mobile Equipment Exclusion - Decatur Municipal Airport

Coverage Document Number: L010114

Coverage Parts Affected: Bodily Injury and Property Damage Liability
Personal Injury Liability
Public Officials Errors and Omissions Liability
Unfair Employment Practices Liability
Employee Benefit Liability

Effective Date: January 1, 2008

PLEASE READ THIS AMENDMENT CAREFULLY. IT CHANGES THE COVERAGE DOCUMENT.

The EXCLUSIONS part of this Coverage Document is amended as follows:

This Coverage Document does not apply:

- A) To all automobiles and mobile equipment owned by the Decatur Park District and operated on the premises of the Decatur Municipal Airport or while not on the premises of the airport if responding to an aviation emergency.

Signed by:



Chief Executive Officer

**PARK DISTRICT RISK MANAGEMENT AGENCY
LIABILITY COVERAGE DOCUMENT**

AMENDMENT #12

SPECIFIED DAM LOCATIONS

Coverage Document Number: L010114

Coverage Parts Affected: Bodily Injury and Property Damage Liability
Personal Injury Liability
Public Officials Errors and Omissions Liability

Effective Date: January 1, 2008

PLEASE READ THIS AMENDMENT CAREFULLY. IT CHANGES THE COVERAGE DOCUMENT.

It is agreed that Exclusion (M):
To any liability arising out of the rupture, bursting, overtopping, accidental discharge or partial or complete structural failure of any "Dam".

and Exclusion (N):
To any liability for "Property Damage" arising out of land or mine "Subsidence"

are removed solely for the following dams:

1. Mill Creek Watershed Structure 1 owned by the Clark County Park District.
2. Tullamore Dam owned by the Mundelein Park District.
3. Charter Oak North Dam and Charter Oak South Dam owned by the Peoria Park District.
4. Carpentersville Dam owned by the Forest Preserve District of Kane County.

Signed by:



Chief Executive Officer

**PARK DISTRICT RISK MANAGEMENT AGENCY
LIABILITY COVERAGE DOCUMENT**

AMENDMENT #13

VOLUNTEER MEDICAL PAYMENTS

Coverage Document Number: L010114
Coverage Parts Affected: Bodily Injury and Property Damage
Limit of Liability: \$5,000 per Volunteer, per occurrence
Effective Date: January 1, 2010

PLEASE READ THIS AMENDMENT CAREFULLY. IT CHANGES THE COVERAGE DOCUMENT.

This Amendment modifies coverage provided under the above Coverage Parts.

A. Coverage

We will pay reasonable and necessary medical expenses to or for a volunteer who sustains "Bodily Injury" while the volunteer is performing volunteer duties on behalf of and at the direction of a Member. We will pay only those expenses incurred, or for services rendered, within one year from the date of the "Occurrence".

B. Who is Covered

A Volunteer while performing volunteer duties on behalf of and at the direction of a Member.

C. Limit of Insurance

This coverage is excess over any and all other coverage, including Medicare and Medicaid, the volunteer may have or which may be available to the volunteer. The coverage is for reimbursement of reasonable and necessary medical expenses only, and only to a limit of \$5,000 per volunteer per "Occurrence".

No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and/or any other available coverage.

D. Notice of Loss.

1. In no event shall notification of a "Claim" be made more than one year after the date of the "Occurrence".
2. To the extent possible, notice should include:
 - a. How, when and where the "Occurrence" took place;.
 - b. The names and addresses of all witnesses to the "Occurrence" and/or the claimed injuries;
 - c. The name and address of all insurers or self-insurers, including health insurers, whose coverage may apply to the "Occurrence" and/or to the injuries and damages claimed, including the policy and claim number.

3. The volunteer may be required to sign an affidavit attesting to what other insurance he/she may or may not have before this coverage will pay or reimburse for any medical bills or out of pocket medical expenses resulting from the "Occurrence".
4. The volunteer may be required to sign a Medical Authorization and to provide all bills and copies of Explanation of Benefits before this coverage will pay or reimburse for any medical bills or out of pocket medical expenses resulting from the "Occurrence".

No person or entity has the right under the Liability Coverage Document or this Amendment to file suit against PDRMA or any Member, or to seek arbitration with, or other legal recourse from, PDRMA or any Member.

Signed by:

A handwritten signature in cursive script that reads "Brett Davis".

Chief Executive Officer

**PARK DISTRICT RISK MANAGEMENT AGENCY
LIABILITY COVERAGE DOCUMENT**

AMENDMENT #14

**NO COVERAGE-NO DEFENSE AND
DEFENSE COST REIMBURSEMENT**

Coverage Document Number: L010114

Coverage Parts Affected: Bodily Injury and Property Damage Liability
Personal Injury Liability
Public Officials Errors and Omissions Liability
Unfair Employment Practices Liability
Employee Benefit Liability

It is agreed that PDRMA will not provide a defense or pay Defense Costs for any loss, "Claim", proceeding, suit, or any other legal or administrative proceeding or part thereof to which this Coverage Document does not apply and/or for which there is no coverage or indemnification afforded hereunder, except at the sole discretion of PDRMA.

It is also agreed that:

- A. In the event a "Claim" or suit seeks damages to which this Coverage Document may not apply, we will, at our option, either:
1. Provide the Member with legal counsel and enter a defense of such "Claim" or suit while proceeding to investigate the facts of the "Occurrence" or "Wrongful Act"; or
 2. Decline to provide a defense or pay defense costs for the "Claim" or suit.

We may pursue these courses of action without waiving any rights and without prejudice to us or to the member.

Should it be determined through the appeal process set out in the Agency policies that the Coverage Document does not apply and that we had no duty to defend such "Claim" or suit, we shall be entitled to reimbursement, from the Member, of all amounts paid by us for the defense provided in the underlying "Claim" or suit which we had no contractual duty to provide (other than by the terms of this endorsement).

Signed by:



Chief Executive Officer

**PARK DISTRICT RISK MANAGEMENT AGENCY
LIABILITY COVERAGE DOCUMENT**

AMENDMENT #15

PRIOR ACTS COVERAGE EXTENSION

Coverage Document Number: L010114

Coverage Parts Affected: Bodily Injury and Property Damage Liability
Personal Injury Liability
Public Officials Errors and Omissions Liability
Unfair Employment Practices Liability
Employee Benefit Liability

Limit of Liability: \$1,000,000 per occurrence

Effective Date: May 1, 2013

PLEASE READ THIS AMENDMENT CAREFULLY. IT CHANGES THE COVERAGE DOCUMENT.

For an additional membership contribution, it is agreed that this Coverage Document applies to "claims" or causes of action brought against the Barrington Park District, in addition to the persons or entities listed in Part (B) of the PERSONS OR ENTITIES COVERED section of the Liability Coverage Document, but only if the claims or causes of action did not occur before the Prior Acts Date shown below.

Prior Acts Date: May 1, 2012

Signed by:



Chief Executive Officer

**PARK DISTRICT RISK MANAGEMENT AGENCY
LIABILITY COVERAGE DOCUMENT**

AMENDMENT #16

PRIOR ACTS COVERAGE EXTENSION

Coverage Document Number: L010114

Coverage Parts Affected: Bodily Injury and Property Damage Liability
Personal Injury Liability
Public Officials Errors and Omissions Liability
Unfair Employment Practices Liability
Employee Benefit Liability

Limit of Liability: \$1,000,000 per occurrence

Effective Date: June 15, 2013

PLEASE READ THIS AMENDMENT CAREFULLY. IT CHANGES THE COVERAGE DOCUMENT.

For an additional membership contribution, it is agreed that this Coverage Document applies to "claims" or causes of action brought against the Sycamore Park District, in addition to the persons or entities listed in Part (B) of the PERSONS OR ENTITIES COVERED section of the Liability Coverage Document, but only if the claims or causes of action did not occur before the Prior Acts Date shown below.

Prior Acts Date: June 15, 2012

Signed by:



Chief Executive Officer

**PARK DISTRICT RISK MANAGEMENT AGENCY
LIABILITY COVERAGE DOCUMENT**

AMENDMENT #17

PRIOR ACTS COVERAGE EXTENSION

Coverage Document Number: L010114

Coverage Parts Affected: Bodily Injury and Property Damage Liability
Personal Injury Liability
Public Officials Errors and Omissions Liability
Unfair Employment Practices Liability
Employee Benefit Liability

Limit of Liability: \$1,000,000 per occurrence

Effective Date: November 7, 2013

PLEASE READ THIS AMENDMENT CAREFULLY. IT CHANGES THE COVERAGE DOCUMENT.

For an additional membership contribution, it is agreed that this Coverage Document applies to "claims" or causes of action brought against the Frankfort Square Park District, in addition to the persons or entities listed in Part (B) of the PERSONS OR ENTITIES COVERED section of the Liability Coverage Document, but only if the claims or causes of action did not occur before the Prior Acts Date shown below.

Prior Acts Date: November 7, 2012

Signed by:



Chief Executive Officer

**PARK DISTRICT RISK MANAGEMENT AGENCY
LIABILITY COVERAGE DOCUMENT**

AMENDMENT #18

SPECIFIED DAM LOCATIONS

Coverage Document Number: L010114

Coverage Parts Affected: Bodily Injury and Property Damage Liability
Personal Injury Liability
Public Officials Errors and Omissions Liability

Effective Date: March 28, 2013

PLEASE READ THIS AMENDMENT CAREFULLY. IT CHANGES THE COVERAGE DOCUMENT.

It is agreed that Exclusion (M):
To any liability arising out of the rupture, bursting, overtopping, accidental discharge or partial or complete structural failure of any "Dam".

and Exclusion (N):
To any liability for "Property Damage" arising out of land or mine "Subsidence"

are removed solely for the following dams:

1. Brookwood Trace Dam owned by the Naperville Park District
2. Skylane Drive Dam owned by the Naperville Park District
3. Springbrook Golf Course Dam owned by the Naperville Park District

Signed by:



Chief Executive Officer