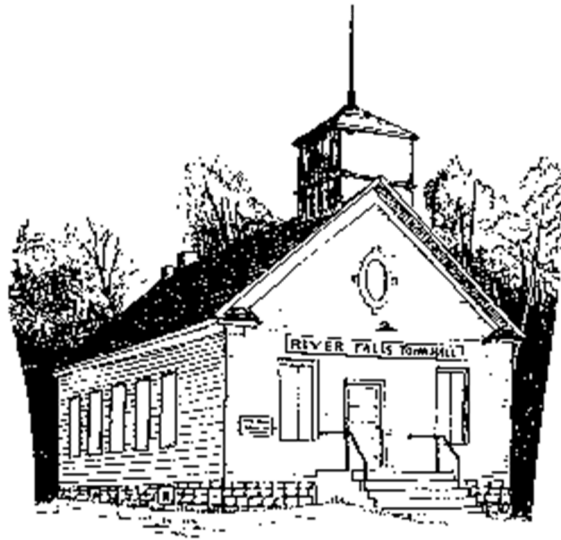


Town of River Falls Town Board

3/16/2026 Meeting Materials



TOWN OF RIVER FALLS

The following River Falls Town Meetings will meet on Monday, March 16, 2026, beginning at 6:00 P.M. at the River Falls Town Hall, W9015 770th Ave.

6:00 P.M. – Plan Commission Agenda: Minutes from 3/2/26 Plan Commission Meeting; Zoning Administrator Report; Review and Update Town Code Chapter 1; Discuss Plan Commission Roles and Responsibilities; Updates from Planning Commission Sub-Committees; Discuss Multi-Family Dwelling Sub-Committee; Discuss Definition of “Ag-Related” as it Pertains to Zoning and Town Business; Public Comments & Requests; A quorum of Town Board members may be present.

7:00 P.M. – Town Board

Call to order

Consider for approval or other action:

1. Approve Agenda
2. Minutes from March 2, 2026, Regular Board Meeting
3. Financial/Fire Call Report
4. Public Comments and Requests
5. Zoning Administrator Report
6. Plan Commission Report
7. Guest Speaker: Tom Jenkins, Rural Mutual Insurance
8. Schedule 2026 Roads Tour
9. Discuss and Approve Impact Fees on Fee Chart
10. Discuss and Approve Election Day Contingency Plan
11. Discuss and Approve Ordinance 2026 – 1: An Ordinance Repealing and Recreating Chapter 19 of the Code of Ordinances of the Town of River Falls
12. Discuss Possibility of a Data Center Moratorium
13. Board and Staff Communications
14. Audit and Pay Bills
15. Future Agenda Items
16. Adjourn

Action may be taken on any agenda item. This agenda is subject to change. Some agenda items may be taken up earlier in the meeting, or in a different order than listed. The posted notice at the Town Hall is the primary notice. Meeting notice posted on the Town’s website www.riverfallstown.com, and at the River Falls Town Hall, W9015 770th Avenue, River Falls, WI. Anyone wishing to attend the meeting who requires special accommodation because of a disability should contact the Clerk’s office, at 715-629-8240 or email clerk@riverfallstown.com, at least 72 hours before the meeting begins so that appropriate accommodations can be made.

Sarah Meyer, Clerk

TOWN OF RIVER FALLS – REGULAR BOARD MEETING
Monday, March 2, 2026, River Falls Town Hall

Elected officials and staff present: Terry Kusilek, Chair; Mary Foster, Siri Smith, Joe Mahoney, Brad Mogen Supervisors; Sarah Meyer, Clerk; Don Rodewald, Zoning Administrator; Guests present: Wendy DiPeso, Maureen Ash, Kristin Nyquist, Jerome Rodewald, Mary Merta, Mike Wydell, Dalton Flick

The meeting was called to order by Chair Terry Kusilek at 7:03pm. Brad made a motion that the agenda be approved as posted. Mary seconded. M.C.

Mary moved to approve the minutes of the February 16, 2026, Regular Board meeting. Joe seconded. M.C.

Financial Report/Fire Call Report: Treasurer Rita was absent but provided the Treasurer's Report via email. The current available balance is \$986,552.67. Joe moved, and Siri seconded to approve the financial and fire call reports. M.C.

Public Comments & Requests: Mike Wydell, N8224 1015th Street, brought forward concern about damage created by the plow on his street. He considers the damage to be excessive and does not want to continue to fix it.

Zoning Administrator Report: Zoning Administrator Don Rodewald provided the zoning report (attached). Joe made a motion to accept the Zoning Administrator's report. Brad seconded. M.C.

Plan Commission Report: Siri shared that the Plan Commission approved the Certified Survey Map for Jared Nelson, N8260 County Road W, and requests Board accept their approval of the CSM. Mary moved to accept Plan Commission report. Joe seconded. M.C.

Guest Speaker: Tom Jenkins, Rural Mutual Insurance: Tabled to March 16, 2026, Board meeting

Discuss Spring 2026 Newsletter: Sarah shared the 2025 spring newsletter as an example and proposed a plan for the spring 2026 newsletter.

Finalize Open Book and Board of Review Dates: Joe moved to hold the Open Book Session via telephone on May 1 from 10am – 12pm and the Board of Review on May 18 from 3pm – 5pm. Mary seconded. M.C.

Approve Recycling Committee Appointments: Joe moved to add Chris Fristad to the Recycling Committee. Siri seconded. M.C.

Discuss Possibility of a Data Center Moratorium: Tabled to March 16, 2026, Board meeting.

Discuss and Take Action on Committee Definitions and Details: Committees are working on preparing information about their respective committees. The information will be presented and discussed at the Board meeting on March 30, 2026.

Discuss and Take Action on Licensing and Permitting Processes: A committee has been formed to review Town Codes for accuracy and needed updates. They are starting with Chapter 17 related to Zoning.

Board and Staff Communications: Brad complimented Don, Dalton and Rob for installing the new furnace at the shop. Sarah updated the group that the County Board Candidate Forum has been scheduled for March 12. Brad will be unlocking the doors for the group. Sarah requested to hang a "no weapons in the town hall" sign for Election Day. Mary moved and Siri seconded that these signs be hung. M.C. Jerome shared that the Cemetery Committee recently has been working on getting access to Mt. Zion Cemetery. Jerome and Don have met with the Pierce County Surveyor and will attending the Martell Town Board meeting to figure out the status and options for access. Joe moved and Brad seconded that Jerome move forward on gaining legal access to Mt. Zion cemetery. M.C. Terry said the waste oil furnace at the shop is continually an issue. Joe made

a motion to remove the waste oil furnace from the shop. Mary seconded. M.C. The River Falls Fire Department contacted Terry requesting to use the town hall for a joint training with UWRF on controlled burns.

Audit and Pay Bills Joe moved to audit and pay bills, Siri seconded. M.C.

Future Agenda items:

- Approve Agenda
- Minutes from February 16, 2025, Regular Board Meeting
- Financial/Fire Call Report
- Public Comments and Requests
- Zoning Administrator Report
- Plan Commission Report
- Guest Speaker: Tom Jenkins, Rural Mutual Insurance
- Discuss Possibility of a Data Center Moratorium
- Schedule 2026 Roads Tour
- Discuss and Approve Impact Fees on Fee Chart
- Discuss and Approve Election Day Contingency Plan
- Discuss and Approve Ordinance 2026 – 1: An Ordinance Repealing and Recreating Chapter 19 of the Code of Ordinances of the Town of River Falls
- Board and Staff Communications
- Future Agenda Items
- Audit and Pay Bills
- Closed Session: Employee Performance and Pay
- Adjourn

Closed Session to Discuss Roads Department Employees. Joe moved to move into Closed Session under State Statute 19.85(1)(c) consider employment, promotion, compensation or performance evaluation, data of any employee over which the governmental body has jurisdiction or exercises responsibility. Mary seconded. Roll call vote: Mary – aye, Siri – aye, Joe – aye, Brad – aye, Terry – aye. The motion passed unanimously. The meeting moved into Closed Session at 8:38pm.

Joe moved and Brad seconded to move back into Open Session. Roll call vote: Mary – aye, Siri – aye, Joe – aye, Brad – aye, Terry – aye. The motion passed unanimously. The meeting moved into Open Session at 8:56pm.

Siri moved and Brad seconded to add a Flex Time Policy to the employee handbook materials. The policy shall allow employees to request flex time in lieu of overtime pay. Flex time will be paid 1:1 with hours worked, must be used by the end of the year in which it is earned, or it will be paid out with the employee's final paycheck of that year as overtime. An employee must have the approval of the Town Chair and may accumulate up to 48 hours maximum. M.C.

Joe moved to adjourn. Brad seconded. M.C. Meeting adjourned at 8:59pm.

03/15/26

Town of River Falls
Profit and Loss Detail
March 3 – 16, 2026

Type	Date	Num	Name	Memo	Clr	Split	Amount	Balance
Ordinary Income/Expense								
Income								
Fire Protection								
Fire Calls								
Deposit	03/09/26	139	Stephanie Heinen	Fire Call 5519		Money Market Acc...	800.00	800.00
Deposit	03/09/26	5608	Joyce Rodahl	Fire Call 5520		Money Market Acc...	800.00	1,600.00
Total Fire Calls							1,600.00	1,600.00
Total Fire Protection							1,600.00	1,600.00
Licenses and Permits								
Dog License Fees/Kennel								
Deposit	03/09/26	5070	Wayne Langer	DL 5522		Money Market Acc...	7.00	7.00
Deposit	03/09/26	1376	Samantha Rudesill	DL 5523		Money Market Acc...	7.00	14.00
Deposit	03/09/26	17226	Vicki Galgowski	DL 5524		Money Market Acc...	7.00	21.00
Deposit	03/09/26	1035	Kendra Jaeger	DL 5525		Money Market Acc...	7.00	28.00
Total Dog License Fees/Kennel							28.00	28.00
Total Licenses and Permits							28.00	28.00
Public Charges for Services								
Recycling Center								
Deposit	03/09/26	4475	Ruth Cain	Recycling 5526		Money Market Acc...	30.00	30.00
Deposit	03/09/26	2508	Kris Torkelson	Recycling 5527		Money Market Acc...	9.00	39.00
Deposit	03/09/26	486	Lukas Nelson	Recycling 5528		Money Market Acc...	6.00	45.00
Deposit	03/09/26	Cash	Joe Mahoney	Recycling 5529		Money Market Acc...	884.15	929.15
Total Recycling Center							929.15	929.15
Zoning Fee Certified Survey Map								
Deposit	03/09/26	6198	Brandon King	Nelson CSM 5521		Money Market Acc...	350.00	350.00
Total Zoning Fee Certified Survey Map							350.00	350.00
Total Public Charges for Services							1,279.15	1,279.15
Total Income							2,907.15	2,907.15
Net Ordinary Income							2,907.15	2,907.15

03/15/26

Town of River Falls
Profit and Loss Detail
March 3 – 16, 2026

Type	Date	Num	Name	Memo	Clr	Split	Amount	Balance
Net Income							2,907.15	2,907.15

TOWN OF RIVER FALLS

TREASURER'S REPORT

March 16, 2026

FNBRF MM TRANSFERS	\$ 125,000.00	3/4/26	
FNBRF BALANCE	\$ 905,081.24	3/16/26	
ROYAL CREDIT UNION			
	\$ 25.28	Business Savings	
	\$ 467,471.39	Entity Account	
	\$ -30,688.44	Revaluation	
	\$ -40,000.00	2025 Transfer for Reval	
	\$ -44,937.00	Highway Equipment	
	\$ -40,000.00	Capital Outlay	
		Impact Fees	
RCU AVAILABLE	\$ 311,187.23		
TOTAL AT BOTH BANKS	\$ 1,216,952.47		
RECOMMENDED RESERVE	\$ 445,653.00		
AVAILABLE FUNDS	\$ 771,299.47		

Recent Fire Calls

°Deborah/James Taylor request fire call fee waived—letter attached

°Billing issues—review of documents sent and nonpayment of \$40 admin fee

Correct fee and not send description?

\$40 fee added to schedule

Recycling Ordinance—working with Bob Loberg to update Town ordinance to meet new
WIDNR required ordinance

Incident Location: West 10325 887th Avenue

Incident Date: 01/04/2026

Incident City, State, Postal Code: River Falls, WI 54022



Deploy NERIS Print Report

Details Reported by Dispatch

Incident Number: 2600003

Dispatch Point: 44.8613790
0,-92.65136
300

Dispatch Timeline

Call Arrival: 01/04/2026
11:06:54

Call Answered: 01/04/2026
11:06:54

Call Created: 01/04/2026
11:06:54

Location as Reported by Dispatch

Dispatched Location: 10325 West 887th Avenue

City, State, Postal Code: River Falls, WI 54022

Unit Response as Reported by Dispatch

Dispatch Unit Responses

Dispatch Unit NERIS ID	Dispatch Unit Call Sign	Dispatch Unit Staffing Reported	Dispatch Unit Dispatch Time	Dispatch Unit Enroute to Scene Time	Dispatch Unit on Scene Time	Dispatch Unit Incident Clear Time	Dispatch Unit Response Mode
FD55093133S002U006	CV	0	11:07:08	11:09:01	11:11:53	11:16:47	Emergent

Incident Details

Incident Date: 01/04/2026

Incident Point: 44.8613790
0,-92.65136
300

Incident ID: 2600003

Primary Incident Type:

Public Service - Alarms (Non Medical) - Fire /
Smoke Alarm

Fire Service Casualties / Rescues: 0

Civilian Casualties / Rescues: 0

Incident Timeline

Alarm: 01/04/2026
11:07:08

First Unit Arrival: 01/04/2026
11:11:53

Incident Clear: 01/04/2026
11:16:42

Incident Location

Incident Location: West 10325 887th Avenue
Incident City, State, Postal Code: River Falls, WI 54022
Zone Number: RIVER FALLS
Incident Location Type: Street address
Incident Location: 10325 West
887th Avenue
City, State, Postal Code: River Falls, WI 54022-

Incident Date: 01/04/2026

Incident Location Use

Location Use Type: Residential - Attached Single Family Dwelling
Incident Location In Use: Yes
Location Used as Intended: Yes

Incident Actions

Incident Action Taken: Investigation

Incident Authorization

Member Making Report - Signature: Peterson, Cody
Member Making Report: 154

Officer in Charge - Signature: Peterson, Cody
Officer in Charge: 154

Incident Narratives

Primary Narrative: River Falls Fire Department was requested into the Town of River Falls for a fire alarm at W10325 887th Avenue. Captain 4 responded emergent in the command vehicle to the scene. Upon arrival, Captain 4 established 887th command and made contact with the homeowners.

Resident James Taylor met command at the door and stated there was a faulty detector in the basement that he had just replaced the battery in. Command was invited in to the house to check things out by Mr Taylor. Nothing was observed upon stepping into the residence. Command requested that all units stage at the station.

Information was gathered from Mr. Taylor. Captain 4 terminated command and placed all River Falls units back in service.

Unit Response

Incident Unit Responses

Unit NERIS ID	Unit Call Sign	Unit Staffing Reported	Apparatus Action	Unit Dispatch Time	Unit Enroute to Scene Time	Unit on Scene Time	Unit Incident Clear Time	Unit Response Mode
FD55093133S002U006	CV	1	Command and Control - Establish Incident Command	11:07:08	11:09:01	11:11:53	11:16:42	Emergent

Incident Unit Response Personnel

Personnel Name/ID						Personnel Rank Or Grade		Personnel Role		Personnel Level	
Peterson, Cody						Captain		Officer			
FD55093133S002U007	9500	15				11:07:08				11:16:42	Non Emergent

Incident Unit Response Personnel

Personnel Name/ID	Personnel Rank Or Grade	Personnel Role	Personnel Level
Baumer, Phil	Captain	Standby	

Incident Location: West 10325 887th Avenue

Incident Date: 01/04/2026

Incident City, State, Postal Code: River Falls, WI 54022

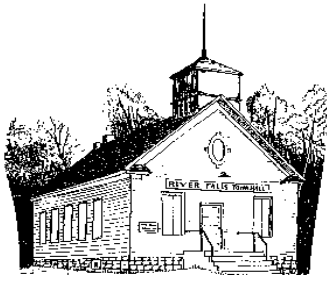
Unit NERIS ID	Unit Call Sign	Unit Staffing Reported	Apparatus Action	Unit Dispatch Time	Unit Enroute to Scene Time	Unit on Scene Time	Unit Incident Clear Time	Unit Response Mode
Incident Unit Response Personnel								
	Personnel Name/ID	Personnel Rank Or Grade			Personnel Role		Personnel Level	
	Blanchard, Ben	Firefighter			Standby			
	Cernohous, Bill	Firefighter			Standby			
	Dietsche, Greg	Captain			Standby			
	Eloranta, Gary	Firefighter			Standby			
	Engel, Neil	Firefighter			Standby			
	Fecht, Mike	Battalion Chief of Operations			Standby			
	Foley, Molly	Firefighter			Standby			
	Hines, Jared	Firefighter			Standby			
	Jaynes, Rob	Firefighter			Standby			
	Lubich, Kevin	Engineer			Standby			
	McKahan, Gene	Firefighter			Standby			
	Morrow, Kyle	Battalion Chief of Training			Standby			
	Sammon, Jason	Division Chief of Training			Standby			
	Woll, *Joshua	Probationary			Standby			

Casualty/Rescue

Person Involved Type		Complex Control			People Involved		Person Involved		Person Involved	
					Person Involved Phone Number		Person Involved First Name		Person Involved Last Name	
Owner and Occupant		W 10325 887th Avenue River Falls Pierce WI 54022			(651) 964-5274		James		Taylor	

Incident Number: 2600003

Incident Date: 01/04/2026



February 18, 2026

James Taylor
W10325 887th Ave
River Falls, WI 54022

Included in this mailing is the Town of River Falls' cost recovery invoice detailing the charges for a recent fire or accident call for service by the River Falls Rural Fire Department.

You are encouraged to contact your auto or home insurance carrier about this invoice. Some insurance companies may reimburse you these costs.

This invoice has not been submitted to your insurance company.
The Town of River Falls is not authorized to bill your insurance on your behalf.

Date of Incident: January 4, 2026
Responsible Party: James Taylor

Personnel	\$ 800.00
Apparatus, Equipment, Supplies	
Administrative Fee	\$ 40.00
Town Property Damages/Repairs \$	
Interest/Overdue Payment	
Total Incident Costs	\$ 840.00

The total incident costs are due within **30 days** of this billing. Please submit your timely payment to:

Town of River Falls
W9015 770th Avenue
River Falls, WI 54022

If not paid within 30 days, a monthly late fee of 1.5% will be applied to the balance of the account. If account is unpaid after 90 days, the incident cost plus compounded interest will be sent to a collection agency.

The Town of River Falls adopted Ordinance No. 2010-2, available on the Town website <https://riverfallstown.com/fire-safety/> authorizes the recovery of fire department response fees. Cost recovery charges, (Resolution #2012-G), are listed on the reverse side of this document and available on-line.

Please contact the Town Treasurer with any questions related to this invoice.

Sincerely,
Rita M. Kozak, Treasurer
torf.treasurer@gmail.com
715.425.8554

Town of River Falls Resolution #2012-G

Recoverable Fire Department Response Fees

\$800.00

All fire department calls, specifically including building fire, grass fire, vehicle fire, vehicle extrication, false alarm and rescue.*

Vehicle Accident Response

\$800.00

1 Vehicle*

\$600.00/each

2 Vehicles*

\$500.00/each

3 or more vehicles/each*

***Plus actual cost of any other expenses as determined by the River Falls Rural Fire Department.**

Hazardous Materials Response

\$800.00

Minimum charge or such greater amount for actual costs as may be charged for the specific call by the responding fire department(s).

Damage to Equipment or Property

Actual cost, net after applying available insurance coverage received.

TO:

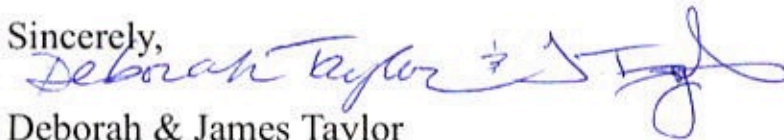
Feb 24, 2026

Rita M. Kozak, Treasurer
Town of River Falls
torf.treasurer@gmail.com
W9015 770th Avenue
River Falls, WI 54022

RE: Invoice dated January 4, 2026, for James Taylor

I am writing this letter for your consideration to dismiss the fee of \$840.00 for emergency services. I am the homeowner of the property at W10325 887th Avenue where emergency services responded to. My son, James Taylor and his family all reside at the above residence. We currently have ADT security services installed at this residence for the past two years which is automatically connected to emergency fire and police emergency calls. James was performing annual alarm battery replacement on January 4th and the alarm accidentally activated emergency services. The fire department happened to be in the neighborhood and responded immediately when the alarm was activated. He was informed of the mistake and no claim needed to be filed for the false alarm. Kindly consider waiving the above fee for accidental alarm activation. We are aware of this mishap and will ensure that it does not happen again.

Sincerely,



Deborah & James Taylor
W10325 887th Avenue
River Falls, WI 54022
[Deb] 612-916-3206
[James] 651-964-5274
dtpaintrn@gmail.com

River Falls Rural Fire Association

c/o Mae Wolfe
1398 Halo Drive
River Falls, Wi. 54022

Invoice

Date	Invoice #
2/14/2026	1274

Bill To
Town of River Falls Sarah Meyer, Town Clerk W9015 - 770th Ave River Falls, WI 54022

P.O. No.	Terms	Project
	Net 30	

Quantity	Description	Rate	Amount
	Inv # 1274 - Incident # 2600003. Jan 04, 2026. 10325 West 887th Avenue, River Falls, James Taylor. Alarms (Non Medical) - Fire / Smoke Alarm - Fire Dept Comments: River Falls Fire Department was requested into the Town of River Falls for a fire alarm at W10325 887th Avenue. Captain 4 responded emergent in the command vehicle to the scene. Upon arrival, Captain 4 established 887th command and made contact with the homeowners. Resident James Taylor met command at the door and stated there was a faulty detector in the basement that he had just replaced the battery in. Command was invited in to the house to check things out by Mr Taylor. Nothing was observed upon stepping into the residence. Command requested that all units stage at the station. Information was gathered from Mr. Taylor. Captain 4 terminated command and placed all River Falls units back in service.	800.00	800.00
		Total	\$800.00

E-mail
riverfallsrfassc@yahoo.com

Zoning Report Mar 2 – Mar 16, 2026

- 3/10 690th Ave. – Reviewed field road access site for Erik Williams. Existing field access location is acceptable for a future driveway, but culvert is damaged and should be repaired or replaced.
- 3/11 W8447 830th Ave. – Reviewed zoning, shoreland setbacks, and potential use as a flower farming operation with potential buyer.
- 3/11 W9913 792nd Ave. – Issued zoning permit for in-kind replacement of a 16' x 27' deck for Roger Schultz. Est Cost - \$30,000.
- 3/11 770th Ave. – Discussed procedure for moving and siting with potential buyer of the old dwelling at the Hagene property.
- 3/13 N8468 760th Ave. – Reviewed CSM application for Peter and Ruth Stern. A conditional use permit was issued on 5/19/25 to allow an additional dwelling for a child in the A-1 zoning district. Zoning recommends approval of the CSM by the Plan Committee.

CERTIFIED SURVEY MAP

Located in part of the SW 1/4 of the NW 1/4 of Section 22, Township 27 North, Range 18 West, Town of River Falls, Pierce County, Wisconsin.

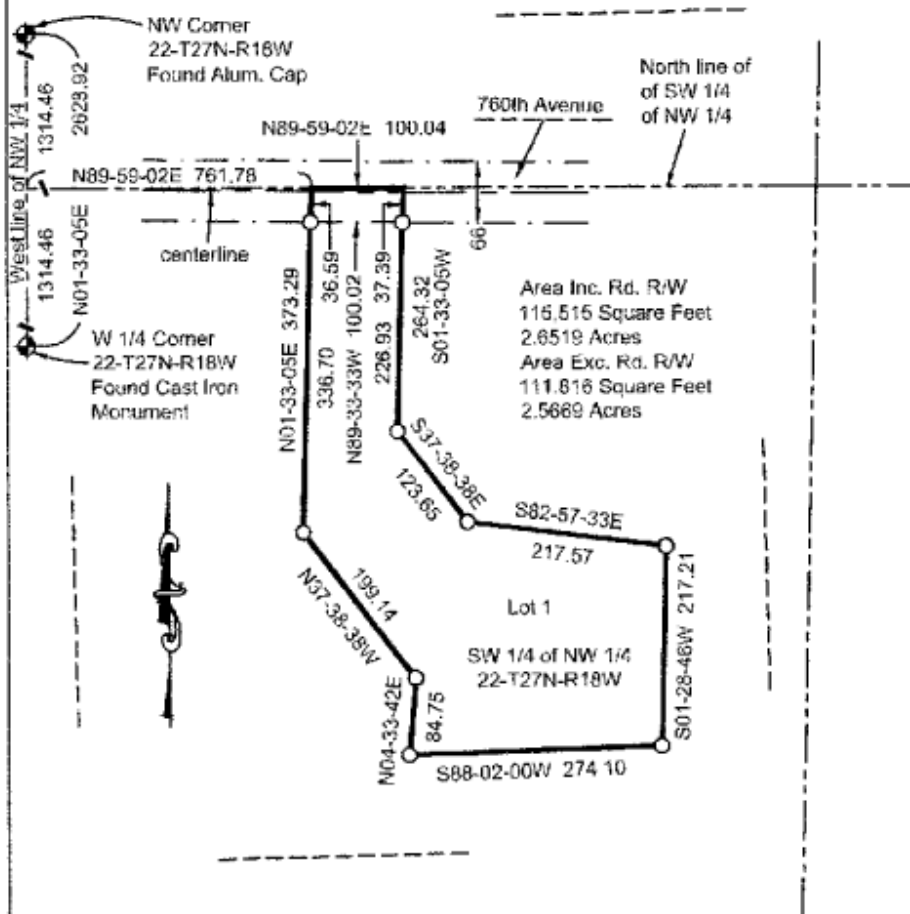
CSM NO. _____ VOL. _____ PG. _____

The bearings shown hereon are based on the Pierce County Coordinate System NAD 1983, (1981) Adjustment.

The west line of the NW 1/4 bears N01-33-05E.

Bearings are expressed in degrees-minutes-seconds and distances are expressed in decimal feet.

See County Surveyor's Office for section data.



APPROVED BY:

DATE:



0 200 400



SCALE IN FEET. 1 INCH = 200 FEET.

Legend

- = Found monument as noted
- = Set 3/4" x 18" iron rod (1.50 lb/lin. ft.)

SURVEYOR'S CERTIFICATE

I, Brandon W. King, Wisconsin Professional Land Surveyor, hereby certify that I have surveyed, divided and mapped a parcel of land being in the SW 1/4 of the NW 1/4 of Section 22, Township 27 North, Range 18 West, Town of River Falls, Pierce County, Wisconsin, described as follows:



P.O. Box 5555 • Madison, WI 53705-0555
www.ruralmutual.com

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY INFORMATION PAGE

CLIENT NUMBER: 0100082672
ACCOUNT NUMBER: 540220567

POLICY NUMBER: WRKG175432
FARM BUREAU NUMBER: 354046

BUREAU FILE NO.
CARRIER ID NO. 17280

Item 1. MAILING ADDRESS:

TOWN OF RIVER FALLS
W9015 770TH AVE
RIVER FALLS WI 54022

02180WR00006

SERVICE CENTER: 58

AGENT: 3966

THOMAS JENKINS
960 DAVIS STREET
HAMMOND WI 54015
OFFICE: 715-796-2207

RENEWAL

EFFECTIVE: 04/04/2026

NAMED INSURED:

PAY PLAN: FULL PAY

TOWN OF RIVER FALLS

Additional location:
N7750 US HWY 65
RIVER FALLS WI 54022

Entity of Insured: Municipality

Item 2. Policy Period: 04/04/2026 to 04/04/2027 at 12:01 AM at the address of the named insured.

Item 3. A. Workers Compensation Insurance: Part One of the Policy applies to the Workers Compensation

Law of the States listed here: Wisconsin

B. Employers Liability Insurance: Part Two of the Policy Applies to Work in each State listed in Item 3.A.

The limits of our Liability under Part Two are:

Bodily Injury by Accident	\$100,000	Each Accident
Bodily Injury by Disease	\$500,000	Policy Limit
Bodily Injury by Disease	\$100,000	Each Employee

C. Other States Insurance: Part Three of the Policy applies to the States listed here: REFER TO
ENDORSEMENT WC 48 03 01 C

D. Endorsements:

Form Number		Form Title
WC 00 00 00 C	(01-15)	WC AND EMPLOYERS LIAB INS POL
WC 00 04 19	(01-01)	PREMIUM DUE DATE ENDORSEMENT
WC 00 04 24	(01-15)	AUDIT NONCOMPLIANCE CHARGE
WC 00 04 25	(05-17)	EXPERIENCE MOD FACTOR ENDORSE
WC 00 04 06 A	(07-95)	PREMIUM DISCOUNT ENDORSEMENT
WC 00 04 21 F	(08-22)	CATASTROPHE (OTHR THAN TERROR)
WC 00 04 22 C	(01-21)	TERRORISM RISK INSURANCE ACT
WC 48 03 01 C	(12-07)	WI LIMITED OTHER STATES INS EN
WC 48 04 01	(07-97)	CONTRACTORS CREDIT ENDORSEMENT
WC 48 06 01 C	(04-01)	WI LAW ENDORSEMENT
WC 48 06 06B	(01-02)	WI CANC AND NONRENEWAL ENDORS
WC 99 04 05	(01-26)	DIVIDEND DISTRIBUTION ENDORS
WKC-12	(10-08)	EMPLOYER'S FIRST RPT OF INJ

Item 4. Premiums: The premium for this policy will be determined by our Manual of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

Classification of Operations	Loc	Code	Annual Exposure	Base Rate	Estimated Annual Premium
MUNICIPAL OPERATIONS-COUNTY AND TOWN	1	9413	\$269,656	2.21	\$5,959
CLERICAL OFFICE EMPLOYEES NOC	1	8810	\$60,068	0.16	\$96
STREET OR ROAD CONSTRUCTION AND MAINTENANCE AND DRIVERS	1	5507	IF ANY	4.42	\$0

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

Policy Number: WRKG175432

Classification of Operations	Loc	Code	Annual Exposure	Base Rate	Estimated Annual Premium
EXPERIENCE MODIFICATION CHARGE - FINAL MODIFICATION FACTOR		9898	MOD FACTOR	0.93	-\$424
EXPENSE CONSTANT		0900			\$220
FOREIGN TERRORISM		9740	\$329,724	0.02	\$66
CATASTROPHE (OTHER THAN TERROR)		9741	\$329,724	0.01	\$33
TOTAL ESTIMATED ANNUAL PREMIUM:					\$5,950
Minimum Premium: \$900					

POLICY NUMBER: WRKG175432

Dear Workers' Compensation Policyholder:

Thank you for renewing your Workers' Compensation policy with Rural Mutual Insurance Company.

As a reminder, **work-related injuries that are not life threatening should be reported to the Rural Mutual Insurance Company Nurse Hotline at 844-334-6477, preferably within 24 hours.** There is no additional cost to you to use the Nurse Hotline. Even if you suspect that a condition was not caused by work but the employee is making a claim for an alleged work-related injury or illness, please report it to us for investigation and determination of benefits.

You may require the employee to call into the Rural Mutual Nurse Hotline where the call is recorded and will be used in the start of our investigation of the claim. If the Nurse Hotline is not called, you are required to immediately report the claim using our website at www.ruralmutual.com or fax the completed WKC-12-E Report Form to us at 800-410-5895.

Should a death occur on the job, please call Rural Mutual Insurance Company at 800-362-7881 immediately. Ask for a Workers' Compensation Manager to assist you.

We value your business and look forward to continuing to provide you with superior products and services to meet your insurance needs. If you have any questions regarding your Workers' Compensation policy, please contact us at 800-362-7881.

Sincerely,

Rural Mutual Insurance Company
Workers' Compensation Claim Department

Privacy Disclosure

Protecting Your Information Privacy

Since 1934, Rural Mutual Insurance Company ("Rural", "we", or "our") has provided exceptional insurance products and services to Wisconsin residents. Keeping your personal information confidential is a top priority for us.

This Privacy Disclosure describes our policies and practices that keep your personal information safe. If you'd like to access this Privacy Policy online, you can visit us at www.ruralmutual.com/privacy-policy/.

Definitions

Here's how we define some of the terms used in this notification:

Nonpublic Personal Financial Information ("Personal Information") means information about you that we collect in connection with providing insurance products or services to you. Such Personal Information does not include information that is available from public sources like telephone directories or government records, nor does it include personal medical information.

Affiliates means companies related to Rural. Our Affiliates are the Wisconsin Farm Bureau Federation Cooperative and Statewide Services, Inc..

Non-Affiliated Third Party means a company that is not an Affiliate of ours but with whom we may have a contract, a special arrangement, or joint marketing agreement.

Customer means individuals who use our products and services.

Personal Information We Collect to Conduct Our Business

We may collect Personal Information about you from the following sources:

1. Information we receive from you on applications or other forms, or in response to oral requests for information from you, including identifying information such as name, address, driver's license number, and/or social security number.
2. Information about your transactions with us, our Affiliates, and others, such as policies purchased and premium payment history.
3. Information from Consumer Reporting Agencies, such as your credit rating and credit history.
4. Information we receive in the process of handling or settling any claims in which you may be involved (such as medical records and reports).
5. Information about your driving record (such as traffic citations).

Personal Information Sharing

We do not disclose Personal Information about current or former Customers to Affiliated or Non-Affiliated Third Parties, except as permitted by law.

*We **do not** sell the Personal Information we obtain under any circumstances.*

Confidentiality

We restrict access to Personal Information to those employees who need to know that Personal Information to provide products or services to you. Affiliates and Non-Affiliated Third Parties with whom we share Personal Information are bound by the same confidentiality and privacy rules that apply to us. We maintain physical, electronic, and procedural safeguards that comply with federal standards to guard your Personal Information.

Electronic Messaging Policy

We offer a mobile messaging program. By providing your email address and/or phone number to us, you authorize us, our Affiliates, or Third-Party Providers acting on our behalf to communicate with you via email to your provided email address(es) or via calls or text messages to the telephone number(s) you provide. Such communications may include customer service surveys, information regarding your

policy, and/or information related to a claim. You may also receive communications generated by automatic telephone dialing systems and/or text messaging systems that will deliver prerecorded messages sent by or on behalf of Rural, our Affiliates, or Third-Party Providers acting on our behalf. **Messaging frequency varies. Message and data rates may apply.**

If you do not wish to receive emails from us, please contact our customer service department at 877-219-9550 or via email at customerservice@ruralins.com. **To opt out of receiving text messages from Rural, you can reply "STOP" from any mobile device receiving the messages.**

For purposes of clarity, text messages between you and Third-Party Providers are transactional text messages, not promotional text messages. You acknowledge that opting out of receiving any communication may impact your use of our services. Notwithstanding the foregoing, if we suspect fraud or unlawful activity on your Account, Rural may contact you using any of the contact information you provided in connection with your Account, including via mail, email, text, or voice message.

Your Right to Opt Out

If you have any questions, comments, or concerns about this notice, the ways in which we collect and we keep your Information private, or your choices and rights regarding such Information please contact us at:

Postal	Rural Mutual Insurance Company, 1241 John Q Hammons Drive, Madison,
Address:	WI 53717
Telephone:	800-362-7881
Email:	customerservice@ruralins.com

POLICY NUMBER: WRKG175432

RE: Worker's Compensation Coverage dealing with Subcontractors:

Dear Policyholder,

This letter is intended to address some past confusion regarding subcontractors. More specifically, what a subcontractor is, and how they impact your insurance.

As a rule of thumb, if you issue a 1099 tax form to a person or business, that person or business is a subcontractor. It is your responsibility to furnish satisfactory evidence that any subcontractors you hire have Worker's Compensation insurance in force covering the work performed for you. If you do not have a written Certificate of Insurance showing that a subcontractor has Worker's Compensation coverage, you are responsible to provide the coverage.

When you hire a subcontractor and do not intend to provide Worker's Compensation insurance for them, it is vitally important to get a Certificate of Insurance from them, before they begin work. This Certificate of Insurance must continue in force until the work for you is completed. This releases you from being primarily liable for injuries to the subcontractor and their employees. It also releases you from having to pay Worker's Compensation insurance premiums on the payroll the subcontractor receives from you. There is an exception to this rule. If the subcontractor meets the nine qualifying factors required to be classified as an independent contractor, then a Certificate of Insurance is not required. See the attached sheet that lists these nine conditions.

Also, for your information, according to Worker's Compensation Law, employers may not withhold or charge back Worker's Compensation premiums to anyone, such as subcontractors.

If you do not obtain a Certificate of Insurance and the subcontractor has claims through your insurance, it could have a negative impact on your insurance rates and your experience modification factor. If the claims are frequent or severe, it could jeopardize your insurability.

If you plan to do subcontractors work for another business, you may be asked to provide a Certificate of Insurance. Your Rural Insurance agent can supply the necessary Certificate of Insurance free of charge.

Any questions regarding this matter should be directed to your Rural Insurance agent. Thank you for selecting Rural Mutual Insurance Company as your commercial insurance carrier. We will reward your choice with continued great service.

INDEPENDENT CONTRACTOR DEFINITION

To qualify as an independent contractor and not an employee a person must:

1. Maintain a separate business with his or her own office, equipment, materials and other facilities.
2. Holds or has applied for a federal employer identification number or has filed business or self-employment income tax returns with federal internal revenue service based on that work or service in the previous year.
3. Operates under contracts to perform specific services or work for specific amounts of money and under which the independent contractor controls the means of performing the services or work.
4. Incurs the main expenses related to the service or work that he or she performs under contract.
5. Is responsible for the satisfactory completion of work or services that he or she contracts to perform and is liable for a failure to complete the work or service.
6. Received compensation for work or service performed under contract on a commission or per job or complete bid basis and not any other basis.
7. May realize a profit or suffer a loss under contracts to perform work or service.
8. Has continuing or recurring business liabilities or obligations.
9. The success or failure of the independent contractor's business depends on the relationship of business receipts to expenditures.

NOTE: Any status conflicts regarding independent contractors will be resolved by the Department of Workforce Development - Worker's Compensation Division.

POLICY NUMBER: WRKG175432

NOTICE

Wisconsin law requires immediate notification of worker's compensation claims to the Department of Workforce Development if injury results in death. Immediate notification must be within one day after the death of the employee.

FAILURE TO REPORT CLAIMS CAN RESULT IN DEPARTMENT OF WORKFORCE DEVELOPMENT PENALTIES.

Notify Rural Mutual Insurance Company of all cases of work-related injury as soon as possible, preferable the same day you receive notice of injury to an employee.

If you have any questions, contact your agent or the Workers Compensation division in our home office by phone at 1-800-845-5480 or by fax using 1-608-828-5483.

NOTICE

If this policy is cancelled by you prior to renewal, you may be subject to a cancellation penalty. The refund premium, if any, may be significantly less than pro rata.

One or more of the coverages on this policy may be fully earned. If this coverage or the policy is cancelled by you prior to the expiration date, the associated premium will not be refunded, in whole or in part. Coverages subject to this are indicated on the Declarations.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

1st Reprint

Effective January 1, 2015

Standard

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

In return for the payment of the premium and subject to all terms of this policy, we agree with you as follows:

GENERAL SECTION**A. The Policy**

This policy includes at its effective date the Information Page and all endorsements and schedules listed there. It is a contract of insurance between you (the employer named in Item 1 of the Information Page) and us (the insurer named on the Information Page). The only agreements relating to this insurance are stated in this policy. The terms of this policy may not be changed or waived except by endorsement issued by us to be part of this policy.

B. Who is Insured

You are insured if you are an employer named in Item 1 of the Information Page. If that employer is a partnership, and if you are one of its partners, you are insured, but only in your capacity as an employer of the partnership's employees.

C. Workers Compensation Law

Workers Compensation Law means the workers or workmen's compensation law and occupational disease law of each state or territory named in Item 3.A. of the Information Page. It includes any amendments to that law which are in effect during the policy period. It does not include any federal workers or workmen's compensation law, any federal occupational disease law or the provisions of any law that provide nonoccupational disability benefits.

D. State

State means any state of the United States of America, and the District of Columbia.

E. Locations

This policy covers all of your workplaces listed in Items 1 or 4 of the Information Page; and it covers all other workplaces in Item 3.A. states unless you have other insurance or are self-insured for such workplaces.

**PART ONE
WORKERS COMPENSATION INSURANCE****A. How This Insurance Applies**

This workers compensation insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. Bodily injury by accident must occur during the policy period.
2. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.

B. We Will Pay

We will pay promptly when due the benefits required of you by the workers compensation law.

C. We Will Defend

We have the right and duty to defend at our expense any claim, proceeding or suit against you for benefits payable by this insurance. We have the right to investigate and settle these claims, proceedings or suits.

We have no duty to defend a claim, proceeding or suit that is not covered by this insurance.

D. We Will Also Pay

We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding or suit we defend:

1. reasonable expenses incurred at our request, but not loss of earnings;
2. premiums for bonds to release attachments and for appeal bonds in bond amounts up to the amount payable under this insurance;
3. litigation costs taxed against you;
4. interest on a judgment as required by law until we offer the amount due under this insurance; and
5. expenses we incur.

E. Other Insurance

We will not pay more than our share of benefits and costs covered by this insurance and other

insurance or self-insurance. Subject to any limits of liability that may apply, all shares will be equal until the loss is paid. If any insurance or self-insurance is exhausted, the shares of all remaining insurance will be equal until the loss is paid.

F. Payments You Must Make

You are responsible for any payments in excess of the benefits regularly provided by the workers compensation law including those required because:

1. of your serious and willful misconduct;
2. you knowingly employ an employee in violation of law;
3. you fail to comply with a health or safety law or regulation; or
4. you discharge, coerce or otherwise discriminate against any employee in violation of the workers compensation law.

If we make any payments in excess of the benefits regularly provided by the workers compensation law on your behalf, you will reimburse us promptly.

G. Recovery From Others

We have your rights, and the rights of persons entitled to the benefits of this insurance, to recover our payments from anyone liable for the injury. You will do everything necessary to protect those rights for us and to help us enforce them.

H. Statutory Provisions

These statements apply where they are required by law.

1. As between an injured worker and us, we have notice of the injury when you have notice.
2. Your default or the bankruptcy or insolvency of you or your estate will not relieve us of our duties under this insurance after an injury occurs.
3. We are directly and primarily liable to any person entitled to the benefits payable by this insurance. Those persons may enforce our duties; so may an agency authorized by law. Enforcement may be against us or against you and us.
4. Jurisdiction over you is jurisdiction over us for purposes of the workers compensation law. We are bound by decisions against you under that law, subject to the provisions of this policy that are not in conflict with that law.

5. This insurance conforms to the parts of the workers compensation law that apply to:
 - a. benefits payable by this insurance;
 - b. special taxes, payments into security or other special funds, and assessments payable by us under that law.
6. Terms of this insurance that conflict with the workers compensation law are changed by this statement to conform to that law.

Nothing in these paragraphs relieves you of your duties under this policy.

PART TWO

EMPLOYERS LIABILITY INSURANCE

A. How This Insurance Applies

This employers liability insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. The bodily injury must arise out of and in the course of the injured employee's employment by you.
2. The employment must be necessary or incidental to your work in a state or territory listed in Item 3.A. of the Information Page.
3. Bodily injury by accident must occur during the policy period.
4. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.
5. If you are sued, the original suit and any related legal actions for damages for bodily injury by accident or by disease must be brought in the United States of America, its territories or possessions, or Canada.

B. We Will Pay

We will pay all sums that you legally must pay as damages because of bodily injury to your employees, provided the bodily injury is covered by this Employers Liability Insurance.

The damages we will pay, where recovery is permitted by law, include damages:

1. For which you are liable to a third party by reason of a claim or suit against you by that third party to recover the damages claimed

against such third party as a result of injury to your employee;

2. For care and loss of services; and
3. For consequential bodily injury to a spouse, child, parent, brother or sister of the injured employee; provided that these damages are the direct consequence of bodily injury that arises out of and in the course of the injured employee's employment by you; and
4. Because of bodily injury to your employee that arises out of and in the course of employment, claimed against you in a capacity other than as employer.

C. Exclusions

This insurance does not cover:

1. Liability assumed under a contract. This exclusion does not apply to a warranty that your work will be done in a workmanlike manner;
2. Punitive or exemplary damages because of bodily injury to an employee employed in violation of law;
3. Bodily injury to an employee while employed in violation of law with your actual knowledge or the actual knowledge of any of your executive officers;
4. Any obligation imposed by a workers compensation, occupational disease, unemployment compensation, or disability benefits law, or any similar law;
5. Bodily injury intentionally caused or aggravated by you;
6. Bodily injury occurring outside the United States of America, its territories or possessions, and Canada. This exclusion does not apply to bodily injury to a citizen or resident of the United States of America or Canada who is temporarily outside these countries;
7. Damages arising out of coercion, criticism, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination against or termination of any employee, or any personnel practices, policies, acts or omissions;
8. Bodily injury to any person in work subject to the Longshore and Harbor Workers' Compensation Act (33 U.S.C. Sections 901 et seq.), the Non-appropriated Fund Instrumentalities Act (5 U.S.C. Sections 8171 et seq.), the Outer Continental Shelf Lands Act (43 U.S.C. Sections 1331 et seq.), the Defense Base Act (42 U.S.C. Sections 1651-1654), the Federal Coal Mine Safety and Health Act (30 U.S.C. Sections 801 et seq. and 901-944), any other federal workers or workmen's compensation law or other federal occupational disease law, or any amendments to these laws;

9. Bodily injury to any person in work subject to the Federal Employers' Liability Act (45 U.S.C. Sections 51 et seq.), any other federal laws obligating an employer to pay damages to an employee due to bodily injury arising out of or in the course of employment, or any amendments to those laws;
10. Bodily injury to a master or member of the crew of any vessel, and does not cover punitive damages related to your duty or obligation to provide transportation, wages, maintenance, and cure under any applicable maritime law ;
11. Fines or penalties imposed for violation of federal or state law; and
12. Damages payable under the Migrant and Seasonal Agricultural Worker Protection Act (29 USC Sections 1801 et seq.) and under any other federal law awarding damages for violation of those laws or regulations issued thereunder, and any amendments to those laws.

D. We Will Defend

We have the right and duty to defend, at our expense, any claim, proceeding or suit against you for damages payable by this insurance. We have the right to investigate and settle these claims, proceedings and suits.

We have no duty to defend a claim, proceeding or suit that is not covered by this insurance. We have no duty to defend or continue defending after we have paid our applicable limit of liability under this insurance.

E. We Will Also Pay

We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding, or suit we defend:

1. Reasonable expenses incurred at our request, but not loss of earnings;
2. Premiums for bonds to release attachments and for appeal bonds in bond amounts up to the limit of our liability under this insurance;
3. Litigation costs taxed against you;
4. Interest on a judgment as required by law until we offer the amount due under this insurance; and
5. Expenses we incur.

F. Other Insurance

We will not pay more than our share of damages and costs covered by this insurance and other insurance or self-insurance. Subject to any limits of liability that apply, all shares will be equal until the loss is paid. If any insurance or self-insurance is exhausted, the shares of all remaining insurance and self-insurance will be equal until the loss is paid.

G. Limits of Liability

Our liability to pay for damages is limited. Our limits of liability are shown in Item 3.B. of the Information Page. They apply as explained below.

1. **Bodily Injury by Accident.** The limit shown for "bodily injury by accident-each accident" is the most we will pay for all damages covered by this insurance because of bodily injury to one or more employees in any one accident.
A disease is not bodily injury by accident unless it results directly from bodily injury by accident.
2. **Bodily Injury by Disease.** The limit shown for "bodily injury by disease-policy limit" is the most we will pay for all damages covered by this insurance and arising out of bodily injury by disease, regardless of the number of employees who sustain bodily injury by disease. The limit shown for "bodily injury by disease-each employee" is the most we will pay for all damages because of bodily injury by disease to any one employee.
Bodily injury by disease does not include disease that results directly from a bodily injury by accident.
3. We will not pay any claims for damages after we have paid the applicable limit of our liability under this insurance.

H. Recovery From Others

We have your rights to recover our payment from anyone liable for an injury covered by this insurance. You will do everything necessary to protect those rights for us and to help us enforce them.

I. Actions Against Us

There will be no right of action against us under this insurance unless:

1. You have complied with all the terms of this policy; and

2. The amount you owe has been determined with our consent or by actual trial and final judgment.

This insurance does not give anyone the right to add us as a defendant in an action against you to determine your liability. The bankruptcy or insolvency of you or your estate will not relieve us of our obligations under this Part.

PART THREE**OTHER STATES INSURANCE****A. How This Insurance Applies**

1. This other states insurance applies only if one or more states are shown in Item 3.C. of the Information Page.
2. If you begin work in any one of those states after the effective date of this policy and are not insured or are not self-insured for such work, all provisions of the policy will apply as though that state were listed in Item 3.A. of the Information Page.
3. We will reimburse you for the benefits required by the workers compensation law of that state if we are not permitted to pay the benefits directly to persons entitled to them.
4. If you have work on the effective date of this policy in any state not listed in Item 3.A. of the Information Page, coverage will not be afforded for that state unless we are notified within thirty days.

B. Notice

Tell us at once if you begin work in any state listed in Item 3.C. of the Information Page.

PART FOUR**YOUR DUTIES IF INJURY OCCURS**

Tell us at once if injury occurs that may be covered by this policy. Your other duties are listed here.

1. Provide for immediate medical and other services required by the workers compensation law.
2. Give us or our agent the names and addresses of the injured persons and of witnesses, and other information we may need.
3. Promptly give us all notices, demands and legal

papers related to the injury, claim, proceeding or suit.

4. Cooperate with us and assist us, as we may request, in the investigation, settlement or defense of any claim, proceeding or suit.
5. Do nothing after an injury occurs that would interfere with our right to recover from others.
6. Do not voluntarily make payments, assume obligations or incur expenses, except at your own cost.

PART FIVE- PREMIUM

A. Our Manuals

All premium for this policy will be determined by our manuals of rules, rates, rating plans and classifications. We may change our manuals and apply the changes to this policy if authorized by law or a governmental agency regulating this insurance.

B. Classifications

Item 4 of the Information Page shows the rate and premium basis for certain business or work classifications. These classifications were assigned based on an estimate of the exposures you would have during the policy period. If your actual exposures are not properly described by those classifications, we will assign proper classifications, rates and premium basis by endorsement to this policy.

C. Remuneration

Premium for each work classification is determined by multiplying a rate times a premium basis. Remuneration is the most common premium basis. This premium basis includes payroll and all other remuneration paid or payable during the policy period for the services of:

1. all your officers and employees engaged in work covered by this policy; and
2. all other persons engaged in work that could make us liable under Part One (Workers Compensation Insurance) of this policy. If you do not have payroll records for these persons, the contract price for their services and materials may be used as the premium basis. This paragraph 2 will not apply if you give us proof that the employers of these persons lawfully secured their workers compensation obligations.

D. Premium Payments

You will pay all premium when due. You will pay the premium even if part or all of a workers compensation law is not valid.

E. Final Premium

The premium shown on the Information Page, schedules, and endorsements is an estimate. The final premium will be determined after this policy ends by using the actual, not the estimated, premium basis and the proper classifications and rates that lawfully apply to the business and work covered by this policy. If the final premium is more than the premium you paid to us, you must pay us the balance. If it is less, we will refund the balance to you. The final premium will not be less than the highest minimum premium for the classifications covered by this policy.

If this policy is canceled, final premium will be determined in the following way unless our manuals provide otherwise:

1. If we cancel, final premium will be calculated pro rata based on the time this policy was in force. Final premium will not be less than the pro rata share of the minimum premium.
2. If you cancel, final premium will be more than pro rata; it will be based on the time this policy was in force, and increased by our short-rate cancellation table and procedure. Final premium will not be less than the minimum premium.

F. Records

You will keep records of information needed to compute premium. You will provide us with copies of those records when we ask for them.

G. Audit

You will let us examine and audit all your records that relate to this policy. These records include ledgers, journals, registers, vouchers, contracts, tax reports, payroll and disbursement records, and programs for storing and retrieving data. We may conduct the audits during regular business hours during the policy period and within three years after the policy period ends. Information developed by audit will be used to determine final premium. Insurance rate service organizations have the same rights we have under this provision.

PART SIX- CONDITIONS**A. Inspection**

We have the right, but are not obliged to inspect your workplaces at any time. Our inspections are not safety inspections. They relate only to the insurability of the workplaces and the premiums to be charged. We may give you reports on the conditions we find. We may also recommend changes. While they may help reduce losses, we do not undertake to perform the duty of any person to provide for the health or safety of your employees or the public. We do not warrant that your workplaces are safe or healthful or that they comply with laws, regulations, codes or standards. Insurance rate service organizations have the same rights we have under this provision.

B. Long Term Policy

If the policy period is longer than one year and sixteen days, all provisions of this policy will apply as though a new policy were issued on each annual anniversary that this policy is in force.

C. Transfer of Your Rights and Duties

Your rights or duties under this policy may not be transferred without our written consent.

If you die and we receive notice within thirty days after your death, we will cover your legal representative as insured.

D. Cancellation

1. You may cancel this policy. You must mail or deliver advance written notice to us stating when the cancellation is to take effect.
2. We may cancel this policy. We must mail or deliver to you not less than ten days advance written notice stating when the cancellation is to take effect. Mailing that notice to you at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice.
3. The policy period will end on the day and hour stated in the cancellation notice.
4. Any of these provisions that conflict with a law that controls the cancellation of the insurance in this policy is changed by this statement to comply with the law.

E. Sole Representative

The insured first named in Item 1 of the Information Page will act on behalf of all insureds to change this policy, receive return premium, and give or receive notice of cancellation.

POLICY NUMBER: WRKG175432

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 04 19

(Ed. 1-01)

PREMIUM DUE DATE ENDORSEMENT

This endorsement is used to amend:

Section D. of Part Five of the policy is replaced by this provision.

**PART FIVE
PREMIUM**

D. **Premium** is amended to read:

You will pay all premium when due. You will pay the premium even if part or all of a workers compensation law is not valid. **The due date for audit and retrospective premiums is the date of the billing.**

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured

Policy No.

Endorsement No.
Premium \$

Insurance Company

Countersigned by _____

WC 00 04 19
(Ed. 1-01)

POLICY NUMBER: WRKG175432

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 04 24

(Ed. 1 -15)

AUDIT NONCOMPLIANCE CHARGE ENDORSEMENT

Part 5 - Premium, Section G. (Audit) of the Workers Compensation and Employers Liability Insurance Policy is revised by adding the following:

If you do not allow us to examine and audit all of your records that relate to this policy, and/or do not provide audit information as requested, we may apply an Audit Noncompliance Charge. The method for determining the Audit Noncompliance Charge by state, where applicable, is shown in the Schedule below.

If you allow us to examine and audit all of your records after we have applied an Audit Noncompliance Charge, we will revise your premium in accordance with our manuals and Part 5 – Premium, E. (Final Premium) of this policy.

Failure to cooperate with this policy revision may result in the cancellation of your insurance coverage, as specified under the policy.

Note:

For coverage under state-approved workers compensation assigned risk plans, failure to cooperate with this policy provision may affect your eligibility for coverage.

Schedule

State(s)	Basis of Audit	Maximum Audit
	Noncompliance ChargeRate	Noncompliance Charge Multiplier
WI	Estimated Annual Premium	1

WC 00 04 24

(Ed. 1-15)

POLICY NUMBER: WRKG175432

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 04 25

(Ed. 5-17)

EXPERIENCE RATING MODIFICATION FACTOR REVISION ENDORSEMENT

This endorsement is added to Part Five-Premium of the policy.

The premium for the policy is adjusted by an experience rating modification factor. The factor shown on the Information Page may be revised and applied to the policy in accordance with our manuals and endorsements. We will issue an endorsement to show the revised factor, if different from the factor shown, when it is calculated.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured

Policy No.

Endorsement No.
Premium

Insurance Company

Countersigned by _____

WC 00 04 25
(Ed. 5-17)

PREMIUM DISCOUNT ENDORSEMENT

The premium for this policy and the policies, if any, listed in Item 3 of the Schedule may be eligible for a discount. This endorsement shows your estimated discount in Items 1 or 2 of the Schedule. The final calculation of premium discount will be determined by our manuals and your premium basis as determined by audit. Premium subject to retrospective rating is not subject to premium discount.

Schedule

1. **State****Estimated Eligible Premium**

First	Next	Next	
\$10,000	\$190,000	\$1,550,000	Balance
0.0%	9.1%	11.3%	

2. Average percentage discount: ____%

3. Other policies:

4. If there are no entries in Items 1, 2 and 3 of the Schedule, see the Premium Discount Endorsement attached to your policy number:

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement
Insured

Effective Policy No.

Endorsement No.
Premium

Insurance Company

Countersigned by _____

CATASTROPHE (OTHER THAN CERTIFIED ACTS OF TERRORISM) PREMIUM ENDORSEMENT

This endorsement is notification that we are charging premium to cover the losses that may occur in the event of a Catastrophe (Other Than Certified Acts of Terrorism) as that term is defined below. Your policy provides coverage for workers compensation losses caused by a Catastrophe (Other Than Certified Acts of Terrorism). Coverage for such losses is subject to all terms, definitions, exclusions, and conditions in your policy, and any applicable federal and/or state laws, rules, or regulations. This premium charge does not provide funding for Certified Acts of Terrorism contemplated under the Terrorism Risk Insurance Program Reauthorization Act Disclosure Endorsement attached to this policy.

For purposes of this endorsement,

Catastrophe (Other Than Certified Acts of Terrorism) is defined as: A single event or peril resulting in a group of claims with aggregate workers compensation losses in excess of \$50 million. This \$50 million threshold applies per occurrence, across all states for which claims arise from a single event or peril.

The premium charge for the coverage your policy provides for workers compensation losses caused by a Catastrophe (other than Certified Acts of Terrorism) is shown in Item 4 of the Information Page or in the Schedule below.

Schedule**State****Rate****Premium**

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured

Policy No.

Endorsement No.
Premium:

Insurance Company

Countersigned by _____

WC 00 04 21 F
(Ed. 8-22)

TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT DISCLOSURE ENDORSEMENT

This endorsement addresses the requirements of the Terrorism Risk Insurance Act of 2002 as amended and extended by the Terrorism Risk Insurance Program Reauthorization Act of 2019. It serves to notify you of certain limitations under the Act, and that your insurance carrier is charging premium for losses that may occur in the event of an Act of Terrorism.

Your policy provides coverage for workers compensation losses caused by Acts of Terrorism, including workers compensation benefit obligations dictated by state law. Coverage for such losses is still subject to all terms, definitions, exclusions, and conditions in your policy, and any applicable federal and/or state laws, rules, or regulations.

Definitions

The definitions provided in this endorsement are based on and have the same meaning as the definitions in the Act. If words or phrases not defined in this endorsement are defined in the Act, the definitions in the Act will apply.

"Act" means the Terrorism Risk Insurance Act of 2002, which took effect on November 26, 2002, and any amendments thereto, including any amendments resulting from the Terrorism Risk Insurance Program Reauthorization Act of 2019.

"Act of Terrorism" means any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security, and the Attorney General of the United States, as meeting all of the following requirements:

- a. The act is an act of terrorism.
- b. The act is violent or dangerous to human life, property or infrastructure.
- c. The act resulted in damage within the United States, or outside of the United States in the case of the premises of United States missions or certain air carriers or vessels.
- d. The act has been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

"Insured Loss" means any loss resulting from an act of terrorism (and, except for Pennsylvania, including an act of war, in the case of workers compensation) that is covered by primary or excess property and casualty insurance issued by an insurer if the loss occurs in the United States or at the premises of United States missions or to certain air carriers or vessels.

"Insurer Deductible" means, for the period beginning on January 1, 2021, and ending on December 31, 2027, an amount equal to 20% of our direct earned premiums, during the immediately preceding calendar year.

Limitation of Liability

The Act limits our liability to you under this policy. If aggregate Insured Losses exceed \$100,000,000,000 in a calendar year and if we have met our Insurer Deductible, we are not liable for the payment of any portion of the amount of Insured Losses that exceeds \$100,000,000,000; and for aggregate Insured Losses up to \$100,000,000,000, we will pay only a pro rata share of such Insured Losses as determined by the Secretary of the Treasury.

Policyholder Disclosure Notice

1. Insured Losses would be partially reimbursed by the United States Government. If the aggregate industry Insured Losses occurring in any calendar year exceed \$200,000,000, the United States Government would pay 80% of our insured Losses that exceed our Insurer Deductible.

WC 00 04 22 C WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

(Ed. 1-21)

2. Notwithstanding item 1 above, the United States Government will not make any payment under the Act for any portion of Insured Losses that exceed \$100,000,000,000.
3. The premium charge for the coverage your policy provides for Insured Losses is included in the amount shown in Item 4 of the Information Page or in the Schedule below.

Schedule

State

Rate

Premium

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured

Policy No.

Endorsement No.
Premium

Insurance Company

Countersigned by

WC 00 04 22 C

(Ed. 1-21)

**WISCONSIN
LIMITED OTHER STATES INSURANCE ENDORSEMENT**

"Part Three-Other States Insurance" of the policy is replaced by the following:

PART THREE OTHER STATES INSURANCE

A. How This Insurance Applies

1. We will pay promptly when due the benefits required of you by the workers compensation law of a state other than Wisconsin if all of the following conditions are met:
 - a. The employee claiming benefits was either hired under a contract of employment made in Wisconsin, or was, at the time of injury, principally employed in Wisconsin; and
 - b. The employee claiming benefits is not claiming benefits in a state where, at the time of injury, (i) you had other workers compensation insurance coverage, or (ii) you were, by virtue of the nature of your work in that state, required by that state's law to have obtained separate workers compensation insurance coverage, or (iii) you are an authorized self-insurer or participant in a self-insured group plan; and
 - c. The duration of the work being performed by the employee claiming benefits in the state for which the employee is claiming benefits does not exceed 30 days in a given calendar quarter.
2. If we are not permitted to pay the benefits directly to persons entitled to them and all of the above conditions are met, we will reimburse you for the benefits required to be paid.
3. This insurance does not apply to fines or penalties arising out of your failure to comply with the requirements of the workers compensation law of any state.

IMPORTANT NOTICE!

If you hire any employees outside of Wisconsin or work in any state other than Wisconsin, you should do whatever may be required under that state's law, as this endorsement does not provide coverage for, and does not satisfy the requirements of, that state's workers compensation law.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Date
Insured

Effective Policy No.

Endorsement No.
Premium

POLICY NUMBER: WRKG175432

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 48 04 01

(Ed. 7-97)

WISCONSIN CONTRACTORS PREMIUM ADJUSTMENT PROGRAM ENDORSEMENT

The premium for the policy may be adjusted by a Wisconsin Contractors Premium Adjustment Program policy credit factor. The factor was not available when the policy was issued. If you qualify, we will issue an endorsement to show the policy credit factor after it is calculated. The credit will apply retroactively to the effective date of this policy.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement
Insured

Effective Policy No.

Endorsement No.
Premium

Insurance Company

Countersigned by _____

WC 48 04 01
(Ed. 7-97)

POLICY NUMBER: WRKG175432

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 48 06 01 C

(Ed. 4-01)

WISCONSIN LAW ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Wisconsin is shown in Item 3.A. of the Information Page.

This policy is amended to reflect the following changes and/or additions to clarify or comply with Wisconsin Law:

- I. If our agent has knowledge of a change in or a violation of a policy condition, this will be considered our knowledge and will not void the policy or defeat a recovery for a claim.
- II. "Workers Compensation Law" means Chapter 102, Wisconsin Statutes. It does not include and this policy does not apply to any obligation under Chapter 40, Wisconsin Statutes, or Section 66.191, Wisconsin Statutes, or any amendment to these laws.
- III. Any language involving "Actions Against Us" is replaced and amended to provide that no legal action may be brought against us until there has been full compliance with all the terms of this policy.
- IV. If any injury occurs that may be covered by this insurance, the policy is amended to provide that you must notify us of that injury as soon as reasonably possible.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured

Policy No.

Endorsement No.
Premium \$

Insurance Company

Countersigned by _____

WISCONSIN CANCELLATION AND NONRENEWAL ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Wisconsin is shown in Item 3.A. of the Information Page.

The Cancellation Section (D) of the Part Six- Conditions is deleted and replaced by the following:

A. Cancellation

1. You may cancel this policy. You must mail or deliver advance written notice to us stating when the cancellation is to take effect. If you purchase replacement insurance, the cancellation becomes effective on the date the new coverage becomes effective. If no replacement coverage is purchased, the cancellation will be effective thirty (30) days after the receipt of written notice by the Wisconsin Compensation Rating Bureau.
2. We may cancel the policy for any reason if the policy has been in effect for less than sixty (60) days. If the policy is issued for a term longer than one year or for an indefinite term, we may cancel the policy for any reason on an annual anniversary of the policy effective date. We may cancel the policy at any other time for the following reasons:
 - a. You fail to pay all premiums when due, however, we must deliver or mail, first class, not less than thirty (30) days advance written notice stating when the cancellation is to take effect;
 - b. A material misrepresentation;
 - c. A substantial breach of the obligations, conditions or warranties under the policy; or
 - d. A substantial change in the risk we assumed under the policy, unless it was reasonable for us to foresee the change or expect the risk when we issued the policy.
3. If we cancel for any permissible reason other than nonpayment of premium, we must deliver or mail, first class, not less than *thirty (30) days notice stating when the cancellation is to take effect. Mailing that notice to you at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice.
4. The policy period will end on the day and hour stated in a notice of cancellation.

B. Nonrenewal

1. You have the right to have the insurance renewed unless we deliver or mail to you not less than *sixty (60) days advance written notice stating our intention not to renew this policy.
2. We do not have to renew the insurance if you do not pay the renewal premium billing by the due date or if you accept replacement insurance, are insured elsewhere, requested or agree to nonrenewal, or if the policy is expressly designated as being nonrenewable.
3. If we renew the insurance, we may use the policy forms, rates and rating plans we are then using for similar risks. We may limit the policy to a term equivalent to the term of the expiring policy or one year, whichever is less.
4. If we offer to renew the policy on less favorable terms, we will mail or deliver written notice of the new terms by first class mail to you, the policyholder, at least sixty (60) days prior to the renewal date. The definition of "terms" does not include manual rates, experience modification factors, or classification of risks.

(Ed. 1-02)

If we provide such notice within sixty (60) days prior to the renewal date, the new terms will not take effect until sixty (60) days after the notice is mailed or delivered, in which case, you, the policyholder, may elect to cancel the renewal policy at any time during the sixty (60) day period. The notice will include a statement of your right to cancel. If you elect to cancel the renewal policy during the sixty (60) day period, the return premium or additional premium charges shall be calculated proportionally on the basis of the old premiums.

We need not mail or deliver this notice if the only change adverse to you is a premium increase that;

(a) is less than 25%; or,

(b) results from a change based on your action that alters the nature and extent of the risk insured against, including, but not limited to, a change in the classifications for the business.

- * Any written agreement attached to and made a part of the policy, between the insurance carrier and policyholder that extends the cancellation or nonrenewal notification time frame, will supersede the aforementioned notification requirements found in items A.3. and B.1., respectively.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured

Policy No.

Endorsement No.
Premium \$

Insurance Company

Countersigned by _____

POLICY NUMBER: WRKG175432

DIVIDEND DISTRIBUTION ENDORSEMENT

Applicable Dividend Plan: BASIC VARIABLE DIVIDEND PLAN

You are entitled to receive dividends if declared by our Board of Directors. These dividends are subject to the rules of the Rural Mutual Insurance Company Dividend Program in effect at the time of expiration or cancellation of this policy. The earned premium for this policy must exceed the premium level approved by the Board of Directors to qualify for a dividend. Dividends cannot be guaranteed.

The dividend is payable as determined by the dividend plan indicated on your policy Declarations and is calculated in accordance with the procedures on file with the Wisconsin Office of the Commissioner of Insurance.

If any money is due the company because of a policy cancellation or because of an audit, we will reduce the dividend payment by the worker's compensation premium amount due the company.

All other terms of your policy remain the same.

**EMPLOYER'S FIRST REPORT OF INJURY OR DISEASE (WKC 12 OR 12E)
WISCONSIN WORKERS COMPENSATION CLAIM-**

Employer: PLEASE COMPLETE THIS FORM AND FAX IT TO (800) 410- 5895 WITHIN 3 DAYS OF YOUR KNOWLEDGE OF A CLAIM. ALL claims need to be reported to Rural Mutual for investigation and determination of compensability.

If this is a WORK RELATED DEATH, please call Rural Mutual immediately (WITHIN 24 HOURS) at (800) 362-7881 and ask for a workers compensation claim manager.

Employee Name (First, Middle, Last)		Social Security Number	Sex ☐ M ☐ F	Employee Home Telephone No ()	
Employee Street Address		City	State	Zip Code	Occupation
Birthdate Mo Day Year / /		Date of Hire	County and State where accident or exposure occurred		
Employer Name		WI Unemployment Insurance Account Number	Self Insured? ☐ Y ☐ N	Nature of Business (specific product)	
Employer Mailing Address		City	State	Zip Code	Employer FEIN:
Name of Worker's Compensation Insurance Co. or Self-Insured Employer Rural Mutual Insurance Company, PO Box 5555, Madison WI 53705-0555- FAX: 1-800-410-5895					Insurer FEIN: 39-0271985
Name and Address of Third Party Administrator (TPA) used by the Insurance Company or Self-Insured Employer					TPA FEIN:
Wage at Time of Injury \$ Per:		Specify per hr.,wk.,mo.,yr.,etc.		In Addition to Wages, ☐ Meals Check Box(es) if ☐ Room Employee Received: ☐ Tips	
				No. of Meals/wk. No. of Days/wk. Ave. Weekly Amt. \$	
Is worker paid for overtime ☐ Yes ☐ No		?after how many hours per week ,If yes			
For the 52 week period prior to the week the injury occurred, report below the number of weeks worked in the same kind of work, and the total wages, salary, commission and bonus or premium earned for such weeks.					
No. of Wks:		Gross Amount Excluding Tips: \$		If Piece-Work No. of Hrs. Excluding Overtime:	
Employee's Usual Work Schedule when injured:		Start Time ☐ AM ☐ PM	Hrs. Per Day	Hrs. Per Wk.	Days Per Wk.
Employer's Usual Full-time Schedule For This Type of Work At Time of Employee's Injury:					
Part-Time Employment Information:		Are there other part-time workers doing the same work with the same schedule? ☐ Yes ☐ No If yes, how many?		Number of full-time employees doing The same type of work:	
Injury Date	Time of Injury AM PM	Last Day Worked	Date Employer Notified	Date Returned to Work	
Did injury cause death? ☐ Yes ☐ No	Date of Death	Was this a lost time or other compensable injury? ☐ Yes ☐ No	Did injury occur because of: ☐ Substance Abuse ☐ Failure to Use Safety Devices ☐ Failure to Obey Rules		
Was employee treated in an emergency room? ☐ Yes ☐ No		Was employee hospitalized overnight as an in-patient? ☐ Yes ☐ No			
Name and Address of Treating Practitioner and Hospital:					
Case Number from the OSHA Log:					
Injury Description- Describe activities of employee when injury or illness occurred and what tools, machinery, objects, chemicals, etc. were Involved.					
What happened to cause this injury or illness? (Describe how the injury occurred)					
What was the injury or illness? (State the part of body affected and how it was affected)					
Report Prepared By		Work Phone No.	Position	Date Signed	

**SEND REPORT IMMEDIATELY - DO NOT WAIT FOR MEDICAL REPORT
WKC-12 (10/08)**

MANDATORY INFORMATION

In order to accurately administer claims, each of the following sections of this form must be completed. The First Report of Injury will be returned to the sender if the mandatory information is not provided.

Employee Section: Provide all requested information to identify the injured employee. If an employee has multiple dates of employment, the "Date of Hire" is the date the employee was hired for the job on which he or she was injured.

Employer Section: Provide all requested information to identify the injured worker's employer at the time of injury. Provide the name and Federal Employer Identification Number (FEIN) for the insurance carrier or self-insured employer responsible for the worker's compensation expenses for this injury. Also identify the third party claim administrator, if one is used for this claim.

Wage Information section: Provide the information requested regarding the injured employee's wage and hours worked for the job being performed at the time of injury.

Injury Information Section: Provide information regarding the date and time of injury. Provide a detailed description of the injury, including part of the body injured, the specific nature of the injury (i.e., fracture, strain, concussion, burn, etc.) and the use of any objects or tools (i.e., saw, ladder, vehicle, etc.) that may have caused the injury. Provide the name of the person preparing this report and the telephone number at which they may be reached, if additional information is needed. This form was designed to include information required by OSHA on form 301. If this section is completed and retained, the employer will not have to complete the OSHA 301 form.



P.O. Box 5555 • Madison, WI 53705-0555
www.ruralmutual.com

BUSINESSOWNERS POLICY DECLARATIONS

CLIENT NUMBER: 0100082672
ACCOUNT NUMBER: 540220567

POLICY NUMBER: BOPG091268
FARM BUREAU NUMBER: 354046

POLICY PERIOD: 04/04/2025 to 04/04/2026 at 12:01 AM at the address of the named insured.

MAILING ADDRESS:

03090BA00010

SERVICE CENTER: 58

AGENT: 3966

TOWN OF RIVER FALLS
ATTN: SARAH MEYER
W9015 770TH AVE
RIVER FALLS WI 54022

THOMAS JENKINS
PO BOX 129
960 DAVIS STREET
HAMMOND WI 54015
OFFICE: 715-796-2207

ENDORSEMENT

EFFECTIVE: 03/01/2026

NAMED INSURED:

TOWN OF RIVER FALLS
W9015 770TH AVE
RIVER FALLS WI 54022

PAY PLAN: FULL PAY

DESCRIPTION OF POLICY CHANGE

ENDORSEMENT REFLECTS MULTIPLE POLICY CHANGES
PREMIUM FOR THIS ENDORSEMENT

\$47 +

SUMMARY OF COVERAGES & PREMIUMS

Legal Entity: Municipality

In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated on this policy.

BUSINESSOWNERS POLICY PREMIUM

\$9,049

TOTAL POLICY PREMIUM:

\$9,049

FORMS & ATTACHMENTS: BP IN 01(01-06) BUSINESSOWNERS COV FORM INDEX | BP 00 03(01-06) BUSINESSOWNERS COVERAGE | BP 01 27(01-06) WISCONSIN CHANGES | BP 05 15(12-20) DISCLOSURE/TERRORISM RISK ACT | BP 05 17(01-06) EXCLUSION-SILICA/SILICA DUST | BP 05 26(01-15) EXCL-TERROR-NUCLEAR/BIO/CHEM | BP 05 42(01-15) EXCL-PUNITIVE DAMAGE-TERRORISM | BP 05 77(01-06) FUNGI/BACTERIA LIAB EXCLUSION | BP 05 98(01-06) AMEND INSURED CONTRACT | BP 06 01(01-07) EXCL-LOSS FROM VIRUS/BACTERIA | BP 07 08(01-06) PESTICIDE OR HERBICIDE APPL | BP 10 05(07-02) EXCL-YR 2000 COMPUTER PROBLEMS | BP 14 86(07-13) COMMUNICABLE DISEASE EXCLUSION | BP 18 01(04-16) CYBER COVERAGE INSURANCE | F-705(08-23) PACKAGE ENDS FOR RURAL TOWN | F-772(01-03) AMENDMENT OF POLICY PROVISIONS | F-795(05-09) EQUIPMENT BREAKDOWN | F-802(06-05) TWO OR MORE COVERAGE/POLICY | F-806(01-06) PERS PROP-AUTOMATIC INCREASE | F-808(08-23) HIRED & NON-OWNED AUTO | F-811(06-22) BUSINESSOWNERS ADVANTAGE PLUS | F-812(02-06) ASBESTOS EXCLUSION | F-824(04-06) EMPL/VOLUNTEER PERSONAL AUTO | F-828(04-06) GLASS BREAKAGE DED WAIVER | F-829(06-22) SPECIFIED OUTDOOR PROPERTY | F-833(03-07) TOWING AND LABOR | F-834(04-06) RENTAL EXPENSE-NO WAIT | F-836(08-23) AMENDATORY ENDORSEMENT | F-838(08-06) LEAD EXCLUSION | F-841(06-07) NON-ACCUMULATION OF LIMITS | F-908(08-23) EXCLUSION PFAS | IL P 001(01-04) US TREAS FOREIGN ASSETS ADV |

BUSINESSOWNERS POLICY DECLARATIONS

Policy Number: BOPG091268

BUSINESS PROPERTY COVERAGES**PROPERTY AND OPTIONAL/GLASS COVERAGES DEDUCTIBLE: \$500**

LOCATION 1	BLANKET BUILDING LIMIT:	LIMIT	PREMIUM
	BLANKET PERSONAL PROPERTY LIMIT:	\$295,000	\$312
		\$15,000	\$22

LOCATION 1 BUILDING 1: W9015 770TH AVE RIVER FALLS WI 54022

CONSTRUCTION: FRAME

PROTECTION CLASS: 9

BUSINESS DESCRIPTION: TOWN HALL

COVERAGE FORM: COMPREHENSIVE

COVERAGE

BUILDING

LIMIT**PREMIUM**

\$ See Blanket Limit

BUILDING VALUATION: REPLACEMENT COST

BUILDING LIMIT - AUTOMATIC INCREASE OF 7%

PERSONAL PROPERTY

\$ See Blanket Limit

PERSONAL PROPERTY VALUATION: REPLACEMENT COST

PERSONAL PROPERTY LIMIT - AUTOMATIC INCREASE OF 0%

OPTIONAL COVERAGE, COVERAGE EXTENSIONS OR ADDITIONAL COVERAGES**MONEY & SECURITIES - LIMITS: INSIDE
OUTSIDE**\$5,000
\$2,000

Included

LOCATION NUMBER 1 PREMIUM:**\$334**

LOCATION 2	BLANKET BUILDING LIMIT:	LIMIT	PREMIUM
	BLANKET PERSONAL PROPERTY LIMIT:	\$690,000	\$1,750
		\$20,000	\$70

LOCATION 2 BUILDING 1: N7750 US HWY 65 RIVER FALLS WI 54022

CONSTRUCTION: FRAME

PROTECTION CLASS: 9

BUSINESS DESCRIPTION: 26 X 60 TOWN SHOP

COVERAGE FORM: COMPREHENSIVE

COVERAGE

BUILDING

LIMIT**PREMIUM**

\$ See Blanket Limit

BUILDING VALUATION: REPLACEMENT COST

BUILDING LIMIT - AUTOMATIC INCREASE OF 7%

PERSONAL PROPERTY

\$ See Blanket Limit

PERSONAL PROPERTY VALUATION: REPLACEMENT COST

PERSONAL PROPERTY LIMIT - AUTOMATIC INCREASE OF 0%

OPTIONAL COVERAGE, COVERAGE EXTENSIONS OR ADDITIONAL COVERAGES**MONEY & SECURITIES - LIMITS: INSIDE
OUTSIDE**\$5,000
\$2,000

Included

LOCATION 2 BUILDING 2: N7750 US HWY 65 RIVER FALLS WI 54022

CONSTRUCTION: FRAME

PROTECTION CLASS: 9

BUSINESS DESCRIPTION: 40 X 50 QUONSET

COVERAGE FORM: COMPREHENSIVE

COVERAGE**LIMIT****PREMIUM**

BUSINESSOWNERS POLICY DECLARATIONS

Policy Number: BOPG091268

BUILDING	\$ See Blanket Limit
BUILDING VALUATION: REPLACEMENT COST	
BUILDING LIMIT - AUTOMATIC INCREASE OF 7%	
PERSONAL PROPERTY	\$ See Blanket Limit
PERSONAL PROPERTY VALUATION: REPLACEMENT COST	
PERSONAL PROPERTY LIMIT - AUTOMATIC INCREASE OF 0%	

OPTIONAL COVERAGE, COVERAGE EXTENSIONS OR ADDITIONAL COVERAGES

MONEY & SECURITIES - LIMITS: INSIDE	\$5,000	Included
OUTSIDE	\$2,000	

LOCATION 2 BUILDING 3: N7750 US HWY 65 RIVER FALLS WI 54022

CONSTRUCTION: FRAME
PROTECTION CLASS: 9
BUSINESS DESCRIPTION: 24 X 50 RECYCLING SHED
COVERAGE FORM: COMPREHENSIVE

COVERAGE	LIMIT	PREMIUM
BUILDING	\$ See Blanket Limit	
BUILDING VALUATION: REPLACEMENT COST		
BUILDING LIMIT - AUTOMATIC INCREASE OF 7%		
PERSONAL PROPERTY	\$ See Blanket Limit	
PERSONAL PROPERTY VALUATION: REPLACEMENT COST		
PERSONAL PROPERTY LIMIT - AUTOMATIC INCREASE OF 0%		

OPTIONAL COVERAGE, COVERAGE EXTENSIONS OR ADDITIONAL COVERAGES

MONEY & SECURITIES - LIMITS: INSIDE	\$5,000	Included
OUTSIDE	\$2,000	

LOCATION 2 BUILDING 4: N7750 US HWY 65 RIVER FALLS WI 54022

CONSTRUCTION: FRAME
PROTECTION CLASS: 9
BUSINESS DESCRIPTION: 24 X 48 SALT & SAND
SHED
COVERAGE FORM: COMPREHENSIVE

COVERAGE	LIMIT	PREMIUM
BUILDING	\$ See Blanket Limit	
BUILDING VALUATION: REPLACEMENT COST		
BUILDING LIMIT - AUTOMATIC INCREASE OF 7%		

OPTIONAL COVERAGE, COVERAGE EXTENSIONS OR ADDITIONAL COVERAGES

MONEY & SECURITIES - LIMITS: INSIDE	\$5,000	Included
OUTSIDE	\$2,000	

LOCATION NUMBER 2 PREMIUM:	\$1,820
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PROPERTY ENDORSEMENTS

BUSINESSOWNERS ADVANTAGE PLUS	\$77
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BUSINESSOWNERS POLICY DECLARATIONS

Policy Number: BOPG091268

EQUIPMENT BREAKDOWN		\$153
POLLUTANT CLEAN-UP AND REMOVAL	\$250,000	
REFRIGERANT CONTAMINATION	\$250,000	
SPOILAGE	\$250,000	
EMPLOYEE DISHONESTY	\$25,000	\$47
F-829 SPECIFIED OUTDOOR PROPERTY	\$105,000	\$360
F-833 TOWING AND LABOR	\$1,000	\$114
F-824 - EMPLOYEE AND VOLUNTEER WORKER PERSONAL AUTO		\$9
VEHICLES DEDUCTIBLE: \$500		\$1,324

LIMIT	DESCRIPTION/MANUFACTURER	SERIAL NUMBER
\$12,000	2006 CHEVY 2500 PICKUP W/ TOOL BOX	1GCHC24U36E113259
\$165,000	2018 PETERBUILT PLOW TRUCK	2NP3LJ0X9JM469916
		3
\$171,259	2021 PETERBILT PLOW TRUCK	2NP3HJ8X3MM747462
\$155,000	2026 KENWORTH T480	2NK5HJ8X6TM220349

F-828 GLASS DEDUCTIBLE WAIVER APPLIES TO THIS CATEGORY

F-834 RENTAL EXPENSE REIMBURSEMENT APPLIES TO THIS CATEGORY \$20,000 LIMIT

PORTABLE EQUIPMENT-SCHEDULED DEDUCTIBLE: \$500	\$1,411
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LIMIT	DESCRIPTION/MANUFACTURER	SERIAL NUMBER
\$28,000	2001 JOHN DEERE 6210 TRACTOR W/ CAB	LO6210V306260
\$80,000	1999 JOHN DEERE LOADER	544HX571768
\$10,000	(2) 2 WAY PLOWS	N/A
\$1,250	1989 GRADER SNOW WING	N/A
\$5,000	UNIVERSAL TRUCK WING	N/A
\$2,500	1989 GRADER V-PLOW	N/A
\$5,000	RECYCLING COMPACTOR	N/A
\$22,000	BRUSH HOG 2810	1HBDR1161240007
\$11,000	MB SWEEPER	MB-04158
\$3,100	BILLY GOAT BRUSH MOWER	BGB63324
\$3,000	2018 FOREST RIVER CARGO TRAILER	5NHULE217J4077623
\$5,200	DS200 BALLOT BOX & DIGITAL SCANNER	PN 01-098-00074
\$3,115	EXPRESS VOTE UNIVERSAL VOTING SYSTEM	EV0219376627
\$3,115	EXPRESS VOTE UNIVERSAL VOTING SYSTEM	EV0219376623
\$20,000	2018 STEPP PATCHING TRAILER	459PH20Y2J5127

BUSINESSOWNERS POLICY DECLARATIONSPolicy Number: **BOPG091268**

\$2,300	2019 MACBOOK PRO 16 INCH	C02CG787MD6M
\$2,300	2019 MACBOOK PRO 16 INCH	C02CKJXLMD6M
\$1,000	2019 MACBOOK PRO 16 INCH	D5R8P03
\$1,250	2020 MACBOOK PRO 13 INCH	FVFDK2RVP3XY
\$1,250	2020 MACBOOK PRO 13 INCH	C02DCEW3P3XY
\$1,250	2020 MACBOOK PRO 13 INCH	C02DCCN4P3XY
\$1,250	2020 MACBOOK PRO 13 INCH	CD2DCB41TP3XY
\$1,250	2020 MACBOOK PRO 13 INCH	C02DCCM0P3XY
\$321,500	2022 JOHN DEERE 672G WITH ATTACHMENTS	1DW672GPANF713177
\$10,000	KW 300 SPRAYER	100612
\$1,200	DELL LATTITUDE LAPTOP	S550
\$6,400	BADGER BOOKS ELECTION EQUIPMENT	N/A
\$6,800	JD LAWN TRACTOR X590	1M0X590FCRM200024
\$1,200	48" ACCEL MOWER DECK	1M048A0AHRM090758
\$8,000	CAMMOND 8' BOX SCRAPER	072103459
\$154,000	KUBOTA TRACTOR	A0377

F-828 GLASS DEDUCTIBLE WAIVER APPLIES TO THIS CATEGORY

F-834 RENTAL EXPENSE REIMBURSEMENT APPLIES TO THIS CATEGORY \$20,000 LIMIT

PORTABLE EQUIPMENT-BLANKET
DEDUCTIBLE: \$500**\$15,000****\$39**

(VALUES NOT TO EXCEED \$5000 ON ANY ONE ITEM)

TOTAL PROPERTY ENDORSEMENT PREMIUM:**\$3,534****TOTAL PROPERTY PREMIUM:****\$5,688**

BUSINESSOWNERS POLICY DECLARATIONS

Policy Number: BOPG091268

COMPREHENSIVE BUSINESS LIABILITY

LIMITS OF INSURANCE	LIMIT	PREMIUM
GENERAL AGGREGATE:	\$10,000,000	
PRODUCTS/COMPLETED OPERATIONS AGGREGATE:	\$10,000,000	
LIABILITY AND MEDICAL EXPENSES LIMIT:	\$5,000,000	PER OCCURRENCE
MEDICAL EXPENSES LIMIT:	\$10,000	PER PERSON
DAMAGE TO PREMISES RENTED TO YOU LIMIT:	\$100,000	PER OCCURRENCE

PREMIUM BASIS:
\$330,166 TOTAL OPERATING EXPENDITURES

LIABILITY COVERAGE PREMIUM **\$2,629**

LIABILITY ENDORSEMENTS

THE LIMITS OF LIABILITY FOR UNINSURED MOTORISTS COVERAGE AND UNDERINSURED MOTORISTS COVERAGE ARE PER POLICY LIMITS AND SHALL BE REDUCED AS A RESULT OF YOUR RECEIVING AMOUNTS FROM OTHER SOURCES BECAUSE OF YOUR "BODILY INJURY"

AUTO MEDICAL PAYMENTS COVERAGE LIMIT - Per person	\$10,000	Included
UNINSURED MOTORISTS COVERAGE LIMIT - Per Accident	\$1,000,000	\$12
UNDERINSURED MOTORISTS COVERAGE LIMIT - Per Accident	\$1,000,000	Included

ADDITIONAL EXPOSURES - CEMETERY **\$10**

ADDITIONAL EXPOSURES - ANNUAL PAYROLL OVER \$50,000 **\$20**

ADDITIONAL EXPOSURES - SANITARY LANDFILL OR DUMPSTER **\$10**

ADDITIONAL EXPOSURES - PARK W/PLAYGROUND, BALL DIAMOND OR BEACH **\$41**

ADDITIONAL EXPOSURES - PARK OVER 5 ACRES **\$10**

ADDITIONAL EXPOSURES - STREETS OR ROADS OVER 50 MILES **\$10**

BP 18 01 CYBER COVERAGE INSURANCE **\$39**

(Premium and fees are fully earned and non-refundable)
Per Claim, Regulatory Proceeding, and Privacy Breach Event Deductible- \$1,000

A. Third Party Liability Coverage	\$10,000
B. Regulatory Proceeding Claims Expense Coverage	Included in First Party Limit
C. First Party Privacy Breach Expense Coverage	\$10,000
D. First Party Data Restoration Expense Coverage	\$5,000
E. Cyber Coverage Aggregate	\$10,000

BUSINESSOWNERS POLICY DECLARATIONS

Policy Number: BOPG091268

HIRED & NON-OWNED AUTO LIABILITY	\$9
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PACKAGE ENDORSEMENT FOR RURAL TOWNS	
PUBLIC OFFICIALS LIABILITY NAME OF ENTITY:	\$571
TOWN OF RIVER FALLS	
Limit of Liability - Each Loss:	\$5,000,000
Limits of Liability - Annual Aggregate:	\$5,000,000
Retroactive Date: None	

TOTAL LIABILITY ENDORSEMENT PREMIUM:	\$720
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TOTAL LIABILITY PREMIUM:	\$3,361
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PESTICIDE OR HERBICIDE APPLICATOR COVERAGE

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE

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

Section II - Liability is amended as follows:

With respect to the operations shown in the Schedule, Paragraph (1)(d)(i) of Exclusion f. does not apply if the operations meet all standards of any statute, ordinance, regulation or license requirement of any federal, state or local government which apply to those operations.

THIS ENDORSEMENT PROVIDES INDEPENDENT COVERAGES, TERMS, AND DEFINITIONS. PLEASE READ IT CAREFULLY.

CYBER COVERAGE INSURANCE

THE ENDORSEMENT'S AGGREGATE LIMIT OF LIABILITY WILL BE REDUCED AND MAY BE EXHAUSTED BY PAYMENT OF DAMAGES, CLAIM EXPENSES AND PRIVACY BREACH EXPENSES.

PLEASE READ THE ENTIRE ENDORSEMENT CAREFULLY.

Various provisions in this Endorsement restrict coverage. Read the entire Endorsement carefully to determine rights, duties and what is and is not covered.

Throughout this endorsement the words in **bold** are defined terms within Section II, the Definitions section of this Endorsement.

Throughout this Endorsement, the words **you** and **your** refer to the **Insured** as defined in Section II, G. The words **we**, **us**, and **our** refer to the Company providing this insurance.

SCHEDULE

Coverage	Limit Of Insurance	Deductible
A.Third Party Liability Coverage	\$	\$
B.Regulatory Proceeding Claims Expense Coverage	\$	\$
C.First Party Privacy Breach Expense Coverage	\$	\$
D.First Party Data Restoration Expense	\$	\$
E.Cyber Coverage Aggregate	\$	\$
Endorsement Premium		\$

Endorsement Period: From _____ to _____
At 12:01 A.M. Standard Time at the address of the **Named Insured** as stated herein

SECTION I - COVERAGES

A. INSURING AGREEMENTS

1. Third Party Cyber Liability Coverage:

We will pay on **your** behalf those **Damages** and **Claim Expenses** **you** become legally obligated to pay resulting from any **Claim**, provided such **Claim** is first discovered by **you** during the **Endorsement Period**, or within thirty (30) days after the end of the **Endorsement Period**, if this endorsement is not renewed and is reported to **us** in accordance with Section V. CONDITIONS B., for any:

- Media Wrongful Act;**
- Network Security Wrongful Act;** or
- Privacy Wrongful Act.**

2. **Regulatory Proceeding Claim Expense Coverage:**

We will pay on **your** behalf those **Claim Expenses** **you** become legally obligated to pay resulting from any **Regulatory Proceeding** for a **Privacy Wrongful Act**,

provided such **Regulatory Proceeding** is first discovered by **you** during the **Endorsement Period**,

or within thirty (30) days after the end of the **Endorsement Period**,

If this endorsement is not renewed and is reported to **us** in accordance with Section V. CONDITIONS B.

3. First Party **Privacy Breach Expense Coverage:**

We will pay the **Named Insured** those **Privacy Breach Expenses** directly incurred in responding to a **Privacy Breach Event**,

provided such **Privacy Breach Event** is first discovered by **you** during the **Endorsement**

Period or within thirty (30) days after the end of the **Endorsement Period**,
if this Endorsement is not renewed and is reported to us in accordance with Section V. **CONDITIONS B**.

B. Our Rights and Duties in the Event of Claims,

We have the right and duty to defend, and pay on **your** behalf any **Claim Expenses** resulting from, any **Claim** to which this insurance applies,
even if the allegations are groundless, false or fraudulent.

We have the right to investigate,
direct the defense,

and settle any **Claim** as **we** deem expedient. **Our** duty ends when the Endorsement's applicable Limit of Insurance has been exhausted by our payment of **Damages**,

Claim Expenses,

Privacy Breach Expenses,

or **we** have deposited the Endorsement's remaining applicable Limit of Insurance with a court of competent jurisdiction.

We have no obligation or duty to defend any **Claim** or pay any **Claims Expenses** for which coverage is excluded or not otherwise afforded by the Endorsement.

SECTION II - DEFINITIONS

A. Claim means a written demand or assertion of a legal right for money or services received by **you** for a **Wrongful Act**,

including service upon **you** of a lawsuit or arbitration proceeding seeking injunctive relief for a **Wrongful Act**.

A **Claim** does not include a **Regulatory Proceeding**.

B. Claim Expenses means with respect to any **Claim** or **Regulatory Proceeding**:

1-1. reasonable and necessary fees, costs and expenses charged by any lawyer or other vendor designated or approved in writing by us directly resulting from,
the investigation, adjustment, settlement and/or defense of such **Claim** or **Regulatory Proceeding**;

1-2. reasonable and necessary expenses charged by a vendor designated or approved in writing by us to investigate,
an **Unauthorized Access** or **Unauthorized Use** of the **Named Insured's Computer System** to determine how **Protected In-**

formation was accessed;

1-3. all interest on the full amount of any covered judgment,
that accrues after entry of the judgment, and before **we** have paid, offered to pay, or have deposited into a court of competent jurisdiction that part of the judgment which is within the remaining applicable Limits of Insurance; and

1-4. the premiums for appeal,
attachment or similar bonds,
but only for bond amounts within the applicable Limits of Insurance.

We do not have to furnish these bonds.

Claim Expenses do not include:

- 2-1. salaries, wages, fees, remuneration, overhead, benefits,
or expenses of **our** or **your** employees or officials;
- 2-2. fees, costs, or expenses incurred prior to the time that a **Claim** or **Regulatory Proceeding** is reported to us,
- 2-3. or paid or incurred without our prior written consent, and such unilaterally incurred fees, costs or expenses shall not reduce any deductible under the Endorsement;
- 2-4. costs to inspect, investigate, withdraw, alter, recall, reprocess, restore, replace, retract,
or amend, reprint, reproduce, remediate, correct, enhance, upgrade or modify **Electronic Media**;
- 2-5. costs and expenses to comply with any injunctive or other non-monetary equitable, declaratory, regulatory or administrative relief, including specific performance, or any agreement to provide such relief;
- 2-6. costs or expenses incurred to prevent future **Unauthorized Access** or **Unauthorized Use** of the **Named Insured's Computer System**;
or
- 2-7. any fines or penalties assessed as a result of a **Regulatory Proceeding**.

C. Computer System means any electronic device, electronic and paper storage media, as well as any communications networks owned or operated exclusively for the benefit of a single owner.

Computer System includes outsourced Cloud based storage.

D. Damages means any monetary amount which you become legally obligated to pay as the result of a **Claim**,

including judgments, awards, damages, settlements to which we have consented in writing,

prejudgment and post-judgment interest awarded which directly arise from,

and correspond to the portion of any judgment attributable to a covered **Claim**.

Damages do not include:

1. any amount for which the **Insured** is not liable or legally obligated to pay;
2. punitive and exemplary damages, liquidated damages, taxes, fines or penalties, or any multiples thereof;
3. matters uninsurable under the law applicable to this Endorsement;
4. past, present and future earned and unearned royalties, profits, fees, costs, expenses, commissions, or the return of royalties, profits, fees, costs, expenses, commissions, and profits unjustly held or obtained;
5. costs and expenses required to comply with any injunctive or other non-monetary, equitable, declaratory, regulatory or administrative relief, including specific performance, or any agreement to provide such relief; or
6. discounts, prizes, awards, coupons or other incentives offered to the **Named Insured's** clients or customers.

E. Electronic Media means, audio, digital, informational or visual material in electronic form,

transmitted over the Internet or other computer media;

provided, however, **Electronic Media** does not include:

1. material in print or in any form other than that transmitted electronically over the Internet or other computer media; or
2. scripts or films for theatrical release, radio or television programming, or books, manuals or other content on disk, e-reader, tablet or similar device.

F. Endorsement Period means,

the period from the inception date stated in the Schedule to the expiration date stated in the Schedule,

or its earlier termination date, if any.

G. Insured means:

1. all entities identified in the Endorsement Declarations (all of which are referred to as the "**Named Insured**");
2. employees (not including volunteer workers or independent contractors), principals, partners, executive officers or directors of the **Named Insured**, but solely while acting within their capacity and the scope of their duties for or on behalf of the **Named Insured**; and
3. in the event of death, incapacity, bankruptcy or insolvency of any person identified in sub-paragraph 2. above, such person's heirs, estate, executors, administrators and legal representative in his or her capacity as such.

H. Malicious Code means,

an unauthorized, unwanted or harmful program, code or script,

including, but not limited to, any virus, trojan horse, worm,

time or logic bomb, spyware, malware or spyware.

I. Media Wrongful Act means,

any of the following actual or alleged unintentional and unknowing conduct by you directly relating to, in connection with or arising from,

the creation of **Electronic Media** which advertises or promotes the **Named Insured's** products or services:

1. libel, slander or other defamation;
2. invasion or infringement of an individual's right to privacy or publicity;
3. disparaging a person's or organization's goods, products or services;
4. infringement of copyright, plagiarism or misappropriation of ideas; or
5. infringement of trademark, title, slogan, trade name, trade dress, service mark or service name.

J. Network Disruption means,

a measurable interruption, failure, suspension or delay in the performance of the **Named Insured's Computer System**,

directly caused by **your** unintentional failure to prevent an **Unauthorized Access** or **Unauthorized Use** of,

the introduction of **Malicious Code** into, or a denial of service attack upon, such **Computer System**.

K. Network Security Wrongful Act means,

your unintentional and unknowing failure to prevent,

an **Unauthorized Access** or **Unauthorized Use** of the **Named Insured's Computer System** that directly results in:

1. the inability of an **Insured** or authorized third party user to access the **Named Insured's Computer System**;
2. the inability of an authorized third party user to access its computer system or network;
3. the failure or corruption of a third party's computer system or network;
4. **your** transmittal or distribution of **Malicious Code** to a third party's computer system or network; or
5. the perpetuation of a denial of service attack on a third party's computer system or network.

L. Privacy Breach Event means,

the theft or unauthorized disclosure of **Protected Information**,

due to the **Insured's** unintentional failure to safeguard such **Protected Information**.

M. Privacy Breach Expenses mean,

the following amounts, if reasonable and necessary and directly incurred by or for the **Named Insured** in responding to a **Privacy Breach Event**:

1. Notification Expenses:

notification fees and expenses charged by a vendor designated or approved in writing by **us**,

to notify a **Protected Person** of an **Unauthorized Access** or **Unauthorized Use** of his or her **Protected Information**,

pursuant to applicable **Privacy Law** requirements or to minimize **Damages** otherwise covered under this Endorsement;

2. Monitoring Expenses:

fees and expenses charged by a vendor designated or approved in writing by **us**,

to provide monitoring, identity theft, or fraud resolution services to,

a **Protected Person**, pursuant to applicable **Privacy Law** requirements,

or to minimize **Damages** otherwise covered under this Endorsement;

3. Data Restoration Expenses:

the reasonable and necessary fees, costs and expenses charged by a vendor designated or approved in writing by **us**,

to research, re-create or replace, from written records or partially or fully matching electronic data,

any electronic data on the **Named Insured's Computer System** that has been lost or corrupted as a direct result of a **Privacy Breach Event**;

4. Cyber Investigation Expenses:

fees and expenses charged by a vendor designated or approved in writing by **us**,

to investigate the **Unauthorized Access** or **Unauthorized Use**,

of the **Named Insured's Computer System** from which **Protected Information** has been accessed,

in order to determine whether the **Named Insured** has an obligation to provide notice under **Privacy Law**; and

5. Crisis Management Expenses:

a. fees and expenses charged by a public relations firm, law firm or crisis management firm,

to perform crisis management services to minimize the potential harm to the **Named Insured's** business, from a **Privacy Breach Event**; and

b. fees and expenses charged by a call center designated or approved in writing by **us**,

to provide assistance managing incoming calls in high volume **Privacy Breach Events**.

Privacy Breach Expenses shall not include:

1. salaries, wages, fees, remuneration, overhead, benefits,

or expenses of our or your employees or officials;

2. fees, costs or expenses to:

- a. research, re-create or replace software programs,
or operating systems that are not commercially available;
- b. research, re-create or replace electronic data that is obsolete,
unnecessary or useless to the **Named Insured**;
- c. update or improve electronic data to a level beyond that which existed prior to,
any **Unauthorized Access** or **Unauthorized Use** or **Privacy Breach Event**; or
- d. identify, correct or remediate software program errors,
or vulnerabilities or deficiencies or problems with the **Named Insured's Computer System**,
not directly resulting from an **Unauthorized Access**,
or **Unauthorized Use**,
or **Privacy Breach Event**; or
- e. restore, replace, remediate, repair, correct, enhance, upgrade,
or otherwise modify, improve or make changes to the **Named Insured's Computer System**,
following or as a result of an actual or attempted **Unauthorized Access**,
or **Unauthorized Use**,
or **Privacy Breach Event**,
including fees, costs or expenses to prevent a future **Unauthorized Access**,
or **Unauthorized Use**,
or **Privacy Breach Event**.

N. Privacy Law means,

any law or regulation applicable to persons and organizations who lawfully and permissibly obtain or possess,

a **Protected Person's Protected Information** requiring the posting of privacy policies,

the adoption of specific privacy or security controls,

or the notification of **Protected Persons** in the event their **Protected Information** has potentially been accessed,

or disclosed without authorization.

O. Privacy Wrongful Act means,

the following unintentional conduct resulting from,

your unintentional failure to safeguard **Protected Information** in the **Named Insured's** possession in the normal course of business:

1. **your** actual or alleged violation of a **Privacy Law**; or
2. **your** actual or alleged invasion or infringement of an individual's right to privacy or publicity.

P. Protected Information means,

an individual's name, social security number, medical or healthcare data,

other protected health information,

driver's license number, state identification number,

credit card number, debit card number, account number,

account histories, passwords, or other non-public personal information as defined in **Privacy Law**.

Protected Information does not include,

records that are lawfully available to the general public for any reason,

including but not limited to information from federal, state or local government records,

and does not include any "phone book" information such as name, address, email address and telephone number unless part of any **Privacy Law**.

Q. Protected Person means a person whose **Protected Information**,

is protected from unauthorized disclosure or access by a **Privacy Law**.

R. Regulatory Proceeding means,

a formal request to **you** for documentation made by,

or an investigation or civil proceeding brought by,

a regulatory body or regulator directly arising from,

your actual or alleged unintentional breach or violation of a **Privacy Law**.

S. Related Claims means,

Claims based upon, arising from, in consequence of, directly or indirectly resulting from, or involving in any way, continuous, repeated, the same, related, or substantially similar,

facts, circumstances, subjects, situations, decisions, cause, persons, transactions, events, class of persons,

or events, or continuous, repeated, the same, related, or a substantially similar series of facts, circumstances, subjects, situations, decisions, persons, transactions, class of persons or events.

T. Related Events means,

Privacy Breach Events based upon, arising from, in consequence of, directly or indirectly resulting from, or involving in any way,

continuous, repeated, the same, related, or substantially similar,

facts, circumstances, subjects, situations, decisions, cause, persons, transactions, event, class of persons,

or events, or continuous, repeated, the same, related, or a substantially similar series of facts, circumstances, subjects, situations, decisions, persons, transactions, class of persons or events.

U. Unauthorized Access or Unauthorized Use means,

access to or use of the **Named Insured's Computer System** by a person or organization not authorized to do so,

or the access to or use of the **Named Insured's Computer System** by an authorized person in an unauthorized manner.

V. Wrongful Act means,

a **Media Wrongful Act**,

Network Security Wrongful Act,

or **Privacy Wrongful Act**.

SECTION III - EXCLUSIONS

A. We shall not be liable to pay, indemnify or reimburse Damages or Claim Expenses from,

any **Claim** or **Regulatory Proceeding**,

or any **Privacy Breach Expenses**,

based on, resulting from or arising out of:

1. Any actual or alleged direct creation of **Malicious Code** by you.

2. Any **Malicious Code**,

denial of service attack,

unauthorized intrusion into,

the **Named Insured's Computer System** to access **Protected Information**,

or any similar attack or event:

a. not directed principally at the **Named Insured**,

or its **Computer System**; or

b. that generally affects governmental or private computer systems or networks,

including **Malicious Code** that has been or may be identified or assigned a name by,

the United States Computer Emergency Readiness Team,

or a recognized computer security organization,

such as McAfee, Symantec or Kaspersky,

or any variant of any such **Malicious Code**.

3. The unsolicited dissemination of any communication to actual or prospective customers of the **Insured**,

or any third party, or any actual or alleged violation of the Telecommunications Act,

the CAN-SPAM Act,

or any other federal, state or local legislation, regulation or law,

protecting a person's or entity's right of seclusion or privacy.

4. Any seizure, nationalization, confiscation, destruction, deletion or expropriation of,

any **Protected Information**,

or any **Computer System** held or used by

you by order of any governmental authority.

5. Any costs or expenses incurred by **you** or others to,

inspect, investigate, withdraw, alter, recall, reprocess, restore, replace, retract,

amend, reprint, reproduce, remediate, correct, enhance, upgrade,

or otherwise modify any product, service or media of or for **you**,

or any part of any such product, service or media.

However, this exclusion shall not apply to any **Data Restoration Expense** that constitutes **Privacy Breach Expenses**.

6. Any actual or alleged unlawful or unauthorized,

obtaining, gathering, collecting, acquiring, using, distribution or sale by **you** of,

any information of any type, nature, or kind, including **Protected Information**.

7. Any actual or alleged:

a. dishonest, fraudulent, criminal or malicious act, error or omission by **you**; or

b. **Your** intentional or knowing **Unauthorized Access**,

or **Unauthorized Use**,

tampering with, denial of service attack, or otherwise limiting or preventing the use of, the **Named Insured's Computer System** or any third party's computer system or network;

provided, however, the above sub-parts shall not apply:

1. to any **Insured** who did not intentionally and knowingly, commit, acquiesce or participate in the conduct that gave rise to the **Claim**, or **Privacy Breach Event**; or

(2) in the absence of a final judgment, adjudication or binding arbitration ruling adverse to such **Insured**.

Upon such final adverse judgment, adjudication or final arbitration ruling,

the **Insured** shall reimburse **us** for all **Damages**, **Privacy Breach Expenses**,

and **Claim Expenses** **we** have incurred or paid.

8. Any actual electrical or mechanical failures, including power interruption, surge, brownout or blackout, or

defect of telephone, telecommunications,

or data transmission lines, services, equipment or infrastructure.

9. Any actual or alleged patent infringement or,

theft, copying, misappropriation, display or

publication of any patent, process, confidential or proprietary information or trade secret.

10. The outsourcing of data processing and other business functions,

to a location outside the United States,

Canada or European Union,

when the outsourced activity involves **Protected Information** in **your** care, custody or control.

However, this exclusion does not apply as respects Cloud based storage.

11. Any actual or alleged gaining in fact of any profit or advantage to which **you** are not legally entitled.

12. Any actual or alleged:

a. bodily injury, sickness, disease or death of any person; or

b. physical injury to,

or loss or destruction of,

tangible property, including the loss of use thereof,

or loss of use of tangible property which has not been physically injured, lost, damaged or destroyed;

provided, however, this exclusion shall not apply to a **Claim** for,

mental injury, mental anguish, or emotional distress directly resulting from a **Privacy Wrongful Act** or a **Media Wrongful Act**.

13. Any actual or alleged breach of,

contract, agreement, understanding, warranty, or other guarantee or promise;

provided, however, with respect to breach of contract only,

this exclusion shall not apply to any liability that would have attached to **you** in the absence of such contract.

14. Any liability or obligation assumed by **you** ,

under any contract, agreement, understanding, warranty or other guarantee or promise;

provided, however, that this exclusion shall not apply to liability that,

would have attached to **you** in the absence of any such contract, agreement, understanding, warranty or other guarantee or promise.

15. Any fact, circumstance, subject, decision, transaction, event or situation:

a. which was the subject of notice prior to the inception of this Endorsement, to any other insurance carrier under any other endorsement;

b. of which the person signing the Questionnaire for this Endorsement was aware prior to the Effective Date of this Endorsement or any other Endorsement issued by **Us**,

that such fact, circumstance, subject, decision, transaction, event or situation could reasonably have been expected to give rise to a **Claim**,

Regulatory Proceeding,

Privacy Breach Event, or

Network Disruption.

16. Any litigation, proceeding or investigation prior to or pending on the Effective Date of this Endorsement,

or any **Claim**,

Regulatory Proceeding,

Privacy Breach Event,

Related Event,

Related Claim,

fact, circumstance, subject, decision, transaction, event, situation, cause, proceeding,

or investigation underlying or alleged therein.

17. Any actual or alleged:

a. discrimination of any kind; or

b. wrongful employment practice of any kind.

18. Any actual or alleged:

a. antitrust, restraint of trade, unfair, false or deceptive trade practice,

or violation of any federal, state, local or foreign legislation, regulation or law prohibiting any antitrust activity,

price fixing, price discrimination,

monopoly or monopolization,

predatory pricing, unfair competition,

collusion, conspiracy or unfair, false, misleading or deceptive trade or business practice,

advertising or promotion; or

b. false, misleading, deceptive or fraudulent statement

or representation advertising or promoting the products, services or business of the **Insured**.

19. Any actual or alleged violation of any federal, state, local

or foreign securities-related legislation, regulation or law.

20. Any:

a. Nuclear reaction,

nuclear radiation,

radioactive contamination,

radioactive substance,

electromagnetic field,

electromagnetic radiation, or

electromagnetism.

b. War, invasion, acts of foreign enemies, hostilities (whether war is declared or not),

rebellion, revolution, insurrection, war-like action,

coup, usurped powers or military power.

c. Fire, flood, earthquake, volcanic eruption, explosion, lightning, wind, hail, tidal wave, landslide, act of God or other physical event.

21. The violation of any United States economic or trade sanction.

22. Any actual or alleged:

a. failure to take reasonable and prudent steps to,

use, design, maintain and upgrade **your** security; or

b. inability to use, or lack of performance of, software:

(a) due to expiration, cancellation, or withdrawal of such software;

(b) that has not yet been released from its development stage; or

(c) that has not passed all test runs or proven successful in applicable daily operations.

23. The presence, discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids,

or gases, oil or other petroleum substances or derivatives,

waste materials or other irritants, contaminants, pollutants or any other substances,

including asbestos, fungus, mold and lead, which are or may be injurious to public health, property or the environment ("hazardous substances"), including:

- a. the cost of cleanup or removal of hazardous substances;
- b. the cost of such actions as may be necessary to monitor, assess and evaluate, the presence, discharge, dispersal, escape, release, or threat of same, of hazardous substances;
- c. the cost of disposal of hazardous substances or, the taking of such other action as may be necessary to temporarily or permanently prevent, minimize, or mitigate damage to the public health or welfare or, to property or the environment, which may otherwise result; or
- d. any cost, based upon, arising from, in consequence of, directly or indirectly resulting from, or involving in any way, any government direction or request that the **Insured** test for, monitor, clean up, remove, contain, treat, detoxify or neutralize hazardous substances.

B. We shall not be liable to pay Damages or Claim Expenses from:

1. Any **Claim** against **you** that is brought by or on behalf of:
 - a. any other **Insured**, other than a **Claim** by an employee of the **Named Insured** for a **Privacy Wrongful Act**;
 - b. any entity which is owned or controlled by, is under common ownership or control with, any **Insured**;
 - c. any person or entity which owns or controls any **Named Insured**;
 - d. any entity of which any **Insured** is a director, officer, partner or principal shareholder; or
 - e. any independent contractor of an **Insured**.
2. Any **Claim** against **you** that is brought by or on behalf of any federal, state, local or, foreign administrative, governmental, or regulatory agency, tribunal, body or similar or equivalent entity;

however, this exclusion shall not apply if a **Claim** is brought by any such entity as a client,

and the **Claim** is for a **Wrongful Act** in connection with the client relationship,

between such entity and the **Named Insured**;

3. Any **Claim** based on, resulting from or arising out of,

any **Media Wrongful Act** committed,

or which took place in whole or in part before the inception date of the earliest endorsement issued to the **Named Insured**,

that offered on a continuous basis the same or substantially equivalent coverage as the relevant coverage provided under this Endorsement.

4. Any **Claim** or **Regulatory Proceeding** based on, resulting from, arising out of or related to a **Privacy Breach Event**:

- a. that was not timely reported to us under Section V. **CONDITION B**.; or

- b. that was not first discovered by **you** during the **Endorsement Period** or,

if this Endorsement was not renewed, within thirty (30) days after the end of the **Endorsement Period**; or

5. Any **Claim** against **you**, or brought by any insurer who may be liable, under any Workers' Compensation,

Unemployment Compensation,

Disability Benefits Law,

the Employee Retirement Income Security Act of 1974, as amended,

or any similar federal, state, local or,

foreign legislation, regulation or law.

SECTION IV - LIMITS OF INSURANCE AND DEDUCTIBLE

- A.** The Third Party Cyber Liability Coverage Limit of Insurance specified in Item I.A. of the Endorsement Declarations,

and the rules detailed below,

fix the maximum amount **we** are obligated to pay for all **Damages** and **Claim Expenses** from each **Claim** or **Related Claims**,

and all **Claims** or **Related Claims** under this Endorsement, as detailed in Insuring Agreement A.1.

This Limit of Insurance shall be part of, and

not in addition to,

the Cyber Coverage Aggregate Limit of Insurance specified in the Endorsement Declarations.

B. The Regulatory Proceeding Claim Expense Coverage Limit of Insurance specified in Item I.B. of the Endorsement Declarations,

and the rules detailed below,

fix the maximum amount **we** are obligated to pay for all **Claim Expenses** from each **Regulatory Proceeding**,

and all **Regulatory Proceedings** under this Endorsement, as detailed in Insuring Agreement A.2.

The **Regulatory Proceeding Claim Expense Coverage Limit of Insurance** shall be part of, and not in addition to,

the Cyber Coverage Aggregate Limit of Insurance specified in the Endorsement Declarations.

C. The First Party Privacy Breach Expense Coverage Limit of Insurance specified in Item I.C. of the Endorsement Declarations,

and the rules detailed below,

fix the maximum amount **we** are obligated to pay for all **Privacy Breach Expenses**,

from each **Privacy Breach Event**, or **Related Events** under this Endorsement, as detailed in Insuring Agreement A.3.

The maximum amount **we** are to pay for all **Data Restoration Expenses**

from all **Privacy Breach Events** under this Endorsement is,

the First Party **Data Restoration Expenses Coverage Aggregate limit of Insurance** specified in I.E. of the Endorsement Declarations,

which shall be part of, and not in addition to, the **Privacy Breach Expense Limit of Insurance**.

The **Privacy Breach Expense Coverage Limit of Insurance** shall be part of, and not in addition to,

the Cyber Coverage Aggregate Limit of Insurance specified in the Endorsement Declarations.

D. The Cyber Coverage Aggregate Limit of Insurance specified in I.E. of the Endorsement Declarations,

shall fix the maximum amount **we** shall pay for all **Damages and Claim Expenses** from,

all **Claims**, all **Claim Expenses** from,

all **Regulatory Proceedings**,

all **Privacy Breach Expenses** from

all **Privacy Breach Events**,

all **Network Disruptions** and

all **Related Claims** and **Related Events** covered under this Endorsement.

E. Applicable rules to the LIMITS OF INSURANCE:

1. The applicable Limit of Insurance stated in the Endorsement Declarations is the maximum **we** will pay,

regardless of the number of **Insureds**, individuals or organizations that make a **Claim**, the number of **Claims** made, or the number of,

Regulatory Proceedings,

Privacy Breach Events, or

Network Disruptions.

2. If the Company should issue more than one Cyber Coverage Insurance Endorsement to any **insured**;

the Company's limit of liability under all such Cyber Coverage Insurance Endorsements shall not exceed;

an aggregate limit of two times the amount of the Cyber Coverage Aggregate Limit of Insurance for any one Cyber Coverage Insurance Endorsement,

and not to exceed an aggregate limit of \$1,000,000 for any one claim.

3. If any Limit of Insurance is exhausted, the premium for this Endorsement shall be deemed fully earned.

F. DEDUCTIBLE

For any **Claim**,

Regulatory Proceeding or

Privacy Breach Event,

we shall be liable for only the amount of the **Claim Expenses**, **Damages**, and **Privacy Breach Expenses** from such **Claim**, **Regulatory Proceeding**, or **Privacy Breach Event** exceeding the Deductible amount specified in the Endorsement Declarations.

We have no obligation, either to **you**,

or to any person or entity, to pay all or any portion of any Deductible amount for or on

your behalf.

Solely for the purpose of applying the Deductible, a single Deductible amount applies to all **Regulatory Proceedings, Related Claims, Related Events,**

based upon, arising from, in consequence of, directly or indirectly resulting from,

or involving in any way continuous, repeated, the same, related, or substantially similar thefts or unauthorized disclosures of **Protected Information.**

SECTION V - CONDITIONS

A. RELATED CLAIMS, RELATED EVENTS AND REGULATORY PROCEEDINGS

1. All **Related Claims**, whenever discovered, shall be deemed to be a single **Claim**, regardless of
 - a. the number of **Related Claims**;
 - b. the number or identity of claimants;
 - c. the number or identity of **Insureds** involved;
 - d. whether the **Related Claims** are asserted in a class action or otherwise; or
 - e. the number and timing of the **Related Claims**,
even if the **Related Claims** comprising such single **Claim** were received or discovered in more than one **Endorsement Period**.

All **Related Claims** shall be treated as a single **Claim**,
discovered when the earliest of such **Related Claims** was first discovered,
or when the earliest of such **Related Claims** is treated as having been discovered under Condition B. below,
whichever is the earliest date.

2. All **Related Events**, whenever occurring, shall be deemed to be a single **Privacy Breach Event**, regardless of:
 - a. the number of **Related Events**;
 - b. the number or identity of **Insureds** involved;
or
 - c. the number and timing of the **Related Events**,
even if the **Related Events** comprising such single **Privacy Breach Event** occurred in more than one **Endorsement Period**.

All **Related Events** shall be treated as a single **Privacy Breach Event** first discovered

when the earliest of such **Related Events** was first discovered.

3. All **Regulatory Proceedings and Related Claims**,
based upon, arising from, in consequence of, directly or indirectly resulting from, or involving in any way,
continuous, repeated, the same, related, or substantially similar thefts or unauthorized disclosures of **Protected Information** shall be deemed first discovered when the earliest of such **Related Claims** or **Regulatory Proceedings** was first discovered,
or when the earliest of such **Related Claims** or **Regulatory Proceedings** is treated as having been first discovered under Condition B. below,
whichever is the earliest date.

B. NOTICE OF PRIVACY BREACH EVENTS, NETWORK DISRUPTIONS, REGULATORY PROCEEDINGS AND CLAIMS

1. You shall report to us a **Privacy Breach Event** or **Network Disruption** for which coverage is being sought under this Endorsement immediately,
but in no event later than thirty (30) days after you first discovered such **Privacy Breach Event** or **Network Disruption**.
Such reporting must include full particulars.
Any subsequent **Claim** for a **Privacy Wrongful Act** or,
Regulatory Proceeding,
directly related to such **Privacy Breach Event**,
shall be treated as a **Claim** or **Regulatory Proceeding** first discovered at the time you first discovered such **Privacy Breach Event**.

2. The **Named Insured** must give us,
written notice of any **Claim** or **Regulatory Proceeding** as soon as practicable,
but in no event later than thirty (30) days after you first receive such **Claim** or **Regulatory Proceeding**.
If the **Claim** is for a **Media Wrongful Act** or **Network Security Wrongful Act**, the date you first received such **Claim**,
shall be deemed the date you first discovered such **Claim**.

3. If, during the **Endorsement Period**, you become aware of any **Wrongful Act**,
or circumstance which could reasonably be expected to give rise to a **Claim**, **Regulatory Proceeding**, or **Privacy Breach Event**,
the **Named Insured** must provide written no-

tice thereof to us as soon as practicable,
but in no event later than the end of the
Endorsement Period.

The notice shall contain full particulars, including but not limited to:

- a. the names of the potential claimant and the **Insureds** involved,
and a time, date, location and description of the specific **Wrongful Act**,
which forms the basis of the potential **Claim** or **Regulatory Proceeding**;
- b. the nature of the potential **Damages** arising from such specific **Wrongful Act**;
- c. a description of the circumstance or **Wrongful Act** and how you first became aware of the **Wrongful Act**,
or potential **Privacy Breach Event**; and
- d. the reason you reasonably believe such **Wrongful Act** or circumstance is likely to result in a **Claim**,
Regulatory Proceeding,
or **Privacy Breach Event**.

Any **Claim** for a **Media Wrongful Act** or **Network Security Wrongful Act**,

arising out of such reported **Wrongful Act**,

shall be treated as a **Claim** or **Regulatory Proceeding** first discovered when such written notice was delivered to us.

Any **Claim** for a **Privacy Wrongful Act** or **Regulatory Proceeding**,

arising out of such reported **Wrongful Act**,

shall be treated as a **Claim** or **Regulatory Proceeding** first discovered at the earlier of:

(1) the date when such written notice was delivered to us; or

(2) the date you first discovered a **Privacy Breach Event** as to which such **Claim** or **Regulatory Proceeding** is directly related,

provided you reported such **Privacy Breach Event** to us in accordance with Condition B.1. above.

4. Insured's Duties in the Event of a **Claim**,

Regulatory Proceeding,

Privacy Breach Event,

or **Network Disruption**.

- a. If there is a **Claim**, **Regulatory Proceeding**, **Privacy Breach Event**, or **Network Disruption**,

you must also do the following:

- i. Fully assist and cooperate with us in the conduct, defense, investigation, negotiation and settlement of any,

Claim,

Regulatory Proceeding,

Privacy Breach Event

or **Network Disruption**.

At our request, you must:

submit to an examination under oath;

provide us with written statements;

attend meetings and negotiations;

produce and make available all information,

books, records, documents and other materials which we deem relevant to the,

Claim,

Regulatory Proceeding,

Privacy Breach Event

or **Network Disruption**

or coverage therefor;

attend hearings, depositions, proceedings, trials and appeals;

assist us in effecting settlements,

securing and giving evidence and obtaining the attendance of witnesses,

and pursuing or enforcing any right of contribution or indemnity against a person or entity who may be liable to you.

- ii. You must do whatever is necessary to secure and affect any rights of indemnity, contribution or apportionment that you may have.

- iii. You shall accept our assignment of counsel,

and shall refrain from discussing any **Claim**,

Regulatory Proceeding,

Privacy Breach Event

or **Network Disruption**

with anyone other than counsel retained to represent the **Insured** or our representatives.

- iv. With respect to a **Privacy Breach Event** you must take all reasonable steps to protect **Computer Systems** and **Protected Information** from further loss or damage, and keep a record of the expenses necessary to protect such **Computer Systems** and **Protected Information**.
- v. With respect to a **Network Disruption**, you must take all reasonable steps and measures to limit or mitigate the Business Income Loss and the inurrence of Extra Expenses.
- b. No **Insured** will, except at its own cost, voluntarily make a payment, admit liability, retain attorneys, consultants, or vendors, assume any other obligation, or accept or reject arbitration, without our prior written consent. Any payments, settlements or admissions you make without our prior written consent will be made at your own expense.

C. BANKRUPTCY

Bankruptcy or insolvency of the **Insured** or of the **Insured's** estate will not relieve us of any of our obligations under this Endorsement.

D. ACTION AGAINST US

No action shall be brought against us by any **Insured**,

unless, as a condition precedent thereto:

- 1. all **Insureds** have fully complied with all the terms and conditions of this Endorsement;
- 2. with respect to a **Claim**, the amount of **Damages** has been fixed or rendered certain:
 - a. by final judgment against the **Insured** after trial of the issues; and
 - b. the time to appeal such judgment has expired without an appeal being taken; and
 - c. if appeal is taken, after the appeal has been determined; and
 - d. the **Claim** is settled in accordance with the terms and conditions of this Endorsement.

- 3. No individual or entity shall have any right under this Endorsement to join us as a party to any **Claim**,
to determine the liability of any **Insured**;
nor shall we be impleaded by you or your legal representative in any such **Claim**.
- 4. In no event shall any action brought by anyone be maintained against us,
unless such action is brought within twenty-four (24) months from the time the right to bring action first became available.

E. OTHER INSURANCE

This insurance shall be excess of and not contribute with all other insurance, whether collectible or not, that affords coverage for,

a **Wrongful Act**,
a **Privacy Breach Event** or,
a **Network Disruption**.

This condition does not apply to other insurance that is specifically and intentionally written to apply in excess of the limits provided by this Endorsement.

F. ASSIGNMENT OF THE INSURED'S INTEREST

The interest of the **Insured** under this Endorsement is not assignable to any other person or organization, except with our prior written consent.

G. TRANSFER OF RIGHTS OF RECOVERY /SUBROGATION

If there is a payment made by us,

we shall be subrogated to all of your rights of recovery against any person or organization.

You will cooperate with us and do whatever is necessary to secure and recover upon these rights,

including but not limited to,

executing any documents necessary to enable us to effectively bring suit in your name.

You shall do nothing that may prejudice our position or potential or actual rights of recovery.

Your rights and obligations hereunder shall survive the expiration, cancellation, or termination of this Endorsement.

With respect to a **Claim**,

any amount recovered upon the exercise of such rights of recovery will be applied on the following terms:

first, to the repayment of expenses incurred by exercise of such subrogation rights;

second, to **Damages or Claim Expenses** paid by the **Named Insured** in excess of the Limits of Insurance;

third, to **Damages or Claim Expenses** paid by us;

and finally, to **Damages or Claim Expenses** paid by the **Named Insured** toward the Deductible.

With respect to any **Privacy Breach Event or Network Disruption**,

any amount recovered upon the exercise of such rights of recovery will be applied on the following terms:

first, to the repayment of expenses incurred by exercise of such subrogation rights;

second, to amounts paid by the **Named Insured** in excess of the Limits of Insurance;

third, to amounts paid by us;

and finally, to amounts paid by the **Named Insured** toward the Deductible.

Notwithstanding the foregoing,

we agree to waive any right of subrogation hereunder against a client of the **Named Insured**,

with respect to any payment made in connection with a **Claim** if,

and to the extent that, prior to the occurrence of any **Wrongful Act or Privacy Breach Event** giving rise to such **Claim**,

the **Named Insured** had agreed to waive its rights of subrogation against such client pursuant to a prior written contract or agreement.

H. CANCELLATION

This Endorsement may be canceled by the **Named Insured** by returning the Endorsement to us or our authorized representatives.

The **Named Insured** can also cancel this Endorsement by written notice to us stating at what future date cancellation is to be effective.

We can cancel the Endorsement by written notice to the **Named Insured**, at the address last known to us.

We will provide written notice at least thirty (30) days before cancellation is to be effective

and the earned premium will be computed pro-rata.

However, if **we** cancel because **you** fail to pay a premium or deductible when due, only ten (10) days written notice of cancellation will be required,

and earned premium will be computed using the customary short rate table.

We also will not be required to renew this Endorsement upon its expiration.

If **we** elect not to renew this Endorsement, **we** will mail to the **Named Insured** written notice of nonrenewal at least thirty (60) days prior to the Expiration Date of this Endorsement.

Any offer of renewal on terms involving a change of Deductible, premium, Limit of Insurance, or other terms and conditions shall not constitute, nor be construed as, a failure or refusal by us to renew this Endorsement.

I. CHANGES MADE TO THIS ENDORSEMENT

The terms and conditions of this Endorsement cannot be waived or changed except by specific written endorsement issued by us and made part of the Endorsement.

J. AUDIT

We may examine and audit **your** books and records at any time during the **Endorsement Period**,

and within three (3) years after the expiration or termination date of this Endorsement as far as they relate to this Endorsement.

K. QUESTIONNAIRE

The statements and particulars contained in the Questionnaire and,

any and all attachments constitute the representations of all **Insureds** and are material.

This Endorsement is issued and continued in force by us in reliance upon,

the truth, accuracy and completeness of such representations, which are the basis of this Endorsement.

Upon the binding of coverage, the Questionnaire and any and all attachments are incorporated in and form a part of this Endorsement.

No knowledge or information possessed by any **Insured**,

shall be imputed to any other **Insured**, except for material facts or information known to the person or persons who signed the Questionnaire.

In the event of any material untruth, misrepresentation or omission in connection with any of the particulars or statements in the Questionnaire,

this Endorsement shall be void with respect to any **Insured** who knew of such untruth, misrepresentation or omission or to whom such knowledge is imputed.

L. FALSE OR FRAUDULENT CLAIMS

If an **Insured** reports any matter knowing it to be false or fraudulent,

this Endorsement shall become void and all insurance coverage hereunder shall be forfeited, as to the inception date of this Endorsement.

M. TERMS AND CONDITIONS OF ENDORSEMENT CONFORMED TO STATUTE

Where necessary, the terms and conditions of this Endorsement will be amended to conform to applicable law.

N. PREMIUM

The premium amount for this Endorsement is stated in the Schedule and is for coverage for the **Endorsement Period**.

The premium for this endorsement is fully earned.

If during the **Endorsement Period** there is a change in coverage afforded,

we have the right to adjust the premium as of the date of the change.

Any premium adjustment shall be made in accordance with our prevailing rules and rates.

Premium shown as advance premium is a minimum and deposit premium.

At the close of each audit period **we** will compute the earned premium for that period.

Audit premiums are due and payable by notice to the first **Named Insured**.

If the premium for this Endorsement is a flat premium,

it is not subject to adjustment.

O. TERRITORY

This Endorsement applies to **Wrongful Acts**,

Regulatory Proceedings,

Privacy Breach Events and,

Network Disruptions,

taking place anywhere in the world

except Countries or States against which the United States has implemented trade or diplomatic sanctions.

However, any **Claim** or **Regulatory Proceeding** must be brought in the United States.

P. CHANGE IN RISK

1. If, during the **Endorsement Period**, the **Named Insured** acquires or creates another entity (other than a joint venture or partnership, which is addressed below)

whose annual revenues are more than ten percent (10%) of the **Named Insured's** total annual revenues,

as set forth in the most recent Questionnaire for insurance,

or if the **Named Insured** merges or consolidates with another entity,

such that the **Named Insured** is the surviving entity (any such acquired, created, merged or consolidated entity, including a new subsidiary, will be identified as the "Acquired Company"),

then for a period of sixty (60) days after the effective date of the transaction,

such Acquired Company shall be included as an **Named Insured**,

but only with respect to **Network Security Wrongful Acts** and **Privacy Wrongful Acts**,

first committed or allegedly committed after the effective date of such transaction,

or **Privacy Breach Events** or **Network Disruptions** that first occur after the effective date of such transaction.

Upon the expiration of the sixty (60) day period, there will be no coverage available under this Endorsement for any **Claim**,

Regulatory Proceeding,

Privacy Breach Event or

Network Disruptions,

based on, resulting from, arising out of, in consequence of, or in any way in connection with or involving, directly or indirectly, the Acquired Company unless within such sixty (60) day period:

a. the **Named Insured** gives us such information regarding such transaction as **we** request;

b. **We** have specifically agreed by written endorsement,

to this Endorsement,

to provide coverage with respect to such Acquired Company,

and the **Named Insured** accepts any terms, conditions, exclusions or limitations,

including payment of additional premium, as **we**, in our sole discretion, impose in

- connection with the transaction; and
- c. the **Named Insured** has paid the additional premium,
- if any, **we** charge and has agreed to any modifications to this Endorsement.
2. If, during the **Endorsement Period**, the **Insured** becomes a member of a new joint venture or partner in a new partnership, there will be no coverage available under this Endorsement for any **Claim**,
Damages,
Claim Expenses,
Privacy Breach Event,
Network Disruption or
Wrongful Act
based on, resulting from, arising out of, in consequence of, or in any way in connection with,
or involving, directly or indirectly, such joint venture or partnership, unless:
- a. the **Named Insured** gives **us** such information regarding the new joint venture or partnership as **we** request; and
- b. **We** specifically agree by written endorsement to this Endorsement to provide coverage with respect to such new joint venture or partnership,
and the **Named Insured** accepts any terms, conditions, exclusions or limitations,
including payment of additional premium,
as **we**, in **our** sole discretion, impose in connection with such transaction.
3. If, during the **Endorsement Period**, any of the following events occur:
- a. the **Named Insured** first identified in the Endorsement Declarations,
is dissolved, sold, acquired by, merged into, or consolidated with another entity,
such that such **Named Insured** is not the surviving entity; or
- b. a third party receiver, conservator, trustee, liquidator, rehabilitator,
or any similar official,
is appointed for or with respect to the **Named Insured** first identified in the Endorsement Declarations;
- coverage under this Endorsement shall continue in full force and effect until the Expiration Date or any earlier cancellation or termination date, but this Endorsement shall only apply to **Wrongful Acts**,

first committed or allegedly committed before the effective date of such event,
or a **Privacy Breach Event**,
or **Network Disruption** that first occurs before the effective date of such event.

There will be no coverage available under this Endorsement,
based on, resulting from, arising out of, in consequence of, or in any way in connection with or involving,
directly or indirectly any **Wrongful Act** committed or allegedly committed on or after the effective date of such event,
or any **Privacy Breach Event**,
or **Network Disruption** that occurs after the effective date of such event.

Q. ENTIRE AGREEMENT

The **Insureds** agree that this Endorsement,
including the Questionnaire,
Declarations,
and any endorsements,
constitutes the entire agreement between them and the Company,
or any of its agents relating to this insurance.

R. ECONOMIC AND TRADE SANCTIONS OR VIOLATIONS OF LAW

Any **Claim**,
Regulatory Proceeding,
Privacy Breach Event,
Network Disruption
or matter uninsurable under any act,
statute, rule, regulation, ordinance, common law,
or other law of the United States of America concerning trade or economic sanctions,
or export control laws is not covered under this Endorsement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

PACKAGE ENDORSEMENT FOR RURAL TOWNS AND VILLAGES

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

These coverages are subject to the provisions applicable to the Businessowners Coverage Form including the deductible, except as provided below.

SECTION I - PROPERTY

A. Coverage

1. Paragraph 1. **Covered Property**, the following is added:

- c. Business Personal Property described in the Schedule for **Section I** shown on the Declarations Page, including those scheduled vehicles subject to motor vehicle registration, all while located anywhere within the "coverage territory". The deductible amount shall be shown on the schedule. If loss to more than one scheduled vehicle results from the same occurrence, only one deductible will apply.

The most we will pay for loss or damage to the Business Personal Property described in the Schedule for **Section I** shall be the lesser of:

- (1) The actual cash value of the property;
- (2) The amount necessary to repair or replace the property; or
- (3) The amount of insurance shown for each item of property in the Schedule for **Section I**.

However,

- (a) If, at the time of loss, the Limit of Insurance on the lost or damaged item is 80% or more of the full replacement cost of the item immediately before the loss, we will pay the cost to repair or replace, after application of the deductible and without deduction for depreciation, but not more than the least of the following amounts:

- (i) The Limit of Insurance under this policy that applies to the lost or damaged item;
- (ii) The cost to replace the lost or damaged item with other property:
 - i. of comparable material and quality; and
 - ii. used for the same purpose; or
- (iii) The amount that you actually spend that is necessary to repair or replace the lost or damaged item.

- (b) If, at the time of loss, the Limit of Insurance applicable to the lost or damaged item is less than 80% of the full replacement cost of the property immediately before the loss, we will pay the greater of the following amounts, but not more than the Limit of Insurance that applies to the item:

- (i) The actual cash value of the lost or damaged item; or
- (ii) A proportion of the cost to repair or replace the lost or damaged item, after application of the deductible and without deduction for depreciation. This proportion will equal the ratio of the applicable Limit of Insurance to 80% of the cost of repair or replacement.

- (c) You may make a claim for loss or damage covered by this insurance on an actual cash value basis instead of on a replacement cost basis. In the event you elect to have loss or damage settled on an actual cash value basis, you may

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still make a claim on a replacement cost basis if you notify us of your intent to do so within 180 days after the loss or damage.

(d) We will not pay on a replacement cost basis for any loss or damage:

(i) Until the lost or damaged item is actually repaired or replaced; and

(ii) Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage.

2. Paragraph 2. **Property Not Covered**, the following is added:

j. "Specified Outdoor Property", except as provided in the Specified Outdoor Property Optional Endorsement.

SECTION I - PROPERTY

B. Exclusions

1. Paragraphs 1.b. **Earth Movement**, 1.g. **Water**, and 2.h. **Exposed Property** are deleted.

2. The following exclusions are added:

We will not pay for loss or damage caused by or resulting from any of the following:

1.j. Operation of the insured equipment exceeding the registered lifting or supporting capacity of any machine.

1.k. Freezing, overheating, mechanical breakdown or gradual deterioration of engines or other power equipment.

This exclusion does not apply to an emergency vehicle, if a covered auto, for "loss" caused by freezing to permanently attached equipment common to the emergency vehicle. We will not pay for any loss caused by your failure to properly maintain or service the equipment. We will also not pay for any "loss" to the emergency vehicle's engine or other mechanical components caused by freezing.

This exclusion also does not apply to mechanical or electrical breakdown causing accidental discharge of an air bag in a covered auto.

1.l. Damage to tires or tubes unless by fire or theft or in connection with other loss which is covered by this policy.

1.m. Loss to covered property due to "diminution of value".

SECTION I - PROPERTY

H. Property Definitions

1. The following definitions are added:

"Diminution of Value" means the actual or perceived loss in market value or resale value, which results from a direct and accidental "loss".

"Specified Outdoor Property" means your:

a. Traffic lights, traffic signs, traffic guardrails, traffic fences, or traffic walls;

b. Fixed recreational equipment, fixed playground equipment, fixed park shelters, permanent dugouts, permanent bleachers, fixed benches, or permanent scoreboards;

c. Statues, monuments, or flagpoles;

d. Dumpsters, recycling bins, or lift stations;

e. Permanent water well pumps, fountains, or fire hydrants;

f. Street lights, power poles, power lines, outdoor wiring, or outdoor cabling;

g. Exterior signs off the described premises;

h. Sirens, antennas, towers, or similar structures or their associated equipment or structures;

i. Piers, docks, or wharves;

j. Storage sheds, garages, pavilions, freestanding restrooms, pump houses, or other similar buildings or structures:

(1) Not located at an address listed as a premises in the Declarations or any schedule; and

(2) Not otherwise individually listed or identified in the Declarations or any schedule.

This term does not include:

(1) Premises;

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- (2) Water;
- (3) Land, excavations, grading, or filling;
- (4) Trees, shrubs, plants, lawns, or crops;
- (5) Bridges; roadways, walks, curbs, or other paved surfaces;
- (6) Storm drains, storm pipes, or storm basins;
- (7) Sewer or waste pipes or treatment facilities;
- (8) Pilings, or bulkheads;
- (9) Swimming pools or related equipment; or
- (10) Dams, locks, or levees.

SECTION II - LIABILITY

A. Coverages

1. The following paragraph is added:

1.g. Incidental Medical Malpractice Liability

We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" due to:

- a. The liability of any "employee", "volunteer worker", firefighter, law enforcement officer, nurse, emergency medical technician, paramedic or first responder while acting within his or her capacity in administering medical services related to the conduct of your business. This includes the furnishing or dispensing of drugs or medical supplies or appliances; or
- b. Your liability arising out of the act of any licensed professional medical person providing or failing to provide professional health care services.

The Limits of Insurance for Incidental Medical Malpractice Liability Coverage are inclusive of the Limits of Insurance under **Coverage A**. This Incidental Medical Malpractice Liability insurance is excess over any other insurance.

2. The following paragraphs are added:

3. Uninsured Motorists Coverage

- a. We will pay damages for "bodily injury" which an insured is legally

entitled to recover from the owner or operator of an "uninsured motor vehicle". The "bodily injury" must be caused by an accident and arise out of the ownership, maintenance or use of the "uninsured motor vehicle". Determination whether an insured is legally entitled to recover damages or the amount of damages shall be made by agreement with the injured person and us. If no agreement is reached, the determination will be made by arbitration.

If suit is brought to determine legal liability or damages without our written consent, we are not bound by any resulting judgment.

Regardless of the number of covered "auto"s, insureds, premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident" is the Limit of Insurance for Uninsured Motorists Coverage shown in the Schedule or Declarations.

The limit of insurance shall be reduced by all sums:

- (1) Paid because of the "bodily injury" by or on behalf of persons or organizations who may be legally responsible; and
- (2) Paid or payable because of the "bodily injury" under any Workers' compensation law, Disability benefits law, or similar law.

b. Additional Definitions Applying to Uninsured Motorists Coverage:

- (1) "Uninsured Motor Vehicle" means a land motor vehicle or trailer of any type:
 - (a) To which no bodily injury liability bond or policy applies at the time of the accident;
 - (b) To which a bodily injury liability bond or policy applies at the time of the accident. In this case, its limit for bodily injury liability must be less than the applicable minimum limits for bodily injury liability specified by the financial

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responsibility law of Wisconsin;

(c) Which is a hit-and-run vehicle whose owner or operator cannot be identified and which hits an insured, a covered "auto" or a vehicle an insured is occupying, or which hits another vehicle that hits an insured, a covered "auto" or a vehicle an insured is occupying.

(d) To which a bodily injury liability bond or policy applies at the time of the accident but the bonding or insuring company denies coverage or is or becomes insolvent.

(e) Which is a vehicle whose owner or operator cannot be identified and which causes an accident resulting in "bodily injury" without hitting an insured, a covered "auto" or a vehicle which an insured is occupying if all of the following apply:

(i) The facts of the accident are corroborated by competent evidence provided by someone other than an insured or any other person who makes a claim against this coverage as a result of the accident;

(ii) Within 72 hours of the accident, an insured or someone on behalf of an insured reports the accident to a police, peace, or judicial officer or to the department of transportation or, if the accident occurs outside of Wisconsin, the equivalent agency in the state where the accident occurs; and

(iii) Within 30 days after the accident occurs, an insured or someone on behalf of an insured files with us a statement under oath that an insured or legal representative of an insured has a cause of action arising out of the

accident for damages against the unidentified owner or operator and setting forth the facts in support of the statement.

But, "uninsured motor vehicle" does not include any vehicle or equipment:

(iv) Operated exclusively on rails or crawler treads.

(v) Designed mainly for use off public roads while not upon public roads.

(vi) Owned or operated by a self-insurer under any applicable motor vehicle law, except a self insurer which is or becomes insolvent.

(vii) Owned by any governmental unit or agency.

(2) "Accident" includes continuous or repeated exposure to the same conditions resulting in "bodily injury".

c. **Additional Exclusion Applying to Uninsured Motorists Coverage:** Uninsured Motorists Coverage shall not apply to the benefit of any insurer or self-insurer under any Workers' Compensation or disability benefits law or any similar law.

4. Underinsured Motorists Coverage:

a. We will pay sums the insured is legally entitled to recover as compensatory damages from the owner or driver of an "underinsured motor vehicle". The damages must result from "bodily injury" sustained by the insured caused by an accident. The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "underinsured motor vehicle".

b. We will pay under this coverage only if (1) or (2) below applies:

(1) The limits of any applicable liability bonds or policies have been exhausted by payment of judgments or settlements; or

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(2) A tentative settlement has been made between an insured and the insurer of the "underinsured motor vehicle" and we:

(a) Have been given prompt written notice of such tentative settlement; and

(b) Advance payment to the insured in an amount equal to the tentative settlement within 30 days after receipt of notification.

c. Any judgment for damages arising out of a "suit" brought without our written consent is not binding on us.

d. Additional Definitions Applying to Underinsured Motorists Coverage

(1) "Underinsured motor vehicle" means a land motor vehicle or trailer of any type to which a bodily injury liability bond or policy applies at the time of an accident but its limit for bodily injury liability is either less than the limit of liability for this coverage, or reduced by payments to others injured in the accident to an amount which is less than the limit of liability for this coverage.

However, "underinsured motor vehicle" does not include any vehicle or equipment:

(a) To which a bodily injury liability bond or policy applies at the time of the accident but its limit is less than the applicable minimum limits for bodily injury liability specified by the financial responsibility law of Wisconsin.

(b) Owned by any governmental unit or agency;

(c) Designed for use mainly off public roads while not upon public roads;

(d) Operated exclusively on rails or crawler treads; or

(e) To which a bodily injury liability bond or policy applies at the time of the accident but the bonding or insuring

company denies coverage or is or becomes insolvent.

(2) "Accident" includes continuous or repeated exposure to the same conditions resulting in "bodily injury".

e. Additional Exclusions Applying to Underinsured Motorists Coverage

This insurance does not apply to any of the following:

(1) The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.

(2) "Bodily injury" sustained by:

(a) An individual named insured while occupying or when struck by any vehicle owned by that named insured that is not a covered "auto" for Underinsured Motorists coverage under this Coverage Form;

(b) Any family member while occupying or when struck by any vehicle owned by that family member that is not a covered auto for Underinsured Motorists Coverage under this Coverage Form; or

(c) Any family member while occupying or when struck by any vehicle owned by the named insured that is insured for Underinsured Motorists Coverage on a primary basis under any other coverage Form or policy.

(3) Anyone using a vehicle without a reasonable belief that the person is entitled to do so.

f. Limit of Insurance for Underinsured Motorists Coverage

(1) Regardless of the number of covered "auto"s, insureds, premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident" is the Limit of Insurance for Underinsured Motorists Coverage shown in the

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Schedule or Declarations.

- (2) The limit of insurance shall be reduced by all sums:

(a) Paid because of the "bodily injury" by or on behalf of persons or organizations who may be legally responsible, and

(b) Paid or payable because of the "bodily injury" under any Workers' compensation law, Disability benefits law, or similar law.

- (3) No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Liability Coverage Form, Underinsured Motorists Coverage Endorsement or Uninsured Motorists Coverage Endorsement.

We will not make a duplicate payment under this Coverage for any element of "loss" for which payment has been made by or for anyone who is legally responsible.

We will not pay for any element of "loss" if a person is entitled to receive payment for the same element of "loss" under any workers' compensation, disability benefits, or similar law.

5. Auto Medical Payments

- a. We will pay reasonable expenses incurred for necessary medical, chiropractic, and funeral services to or for an insured who sustains "bodily injury" caused by an "accident". We will pay only those expenses incurred, for services rendered within three years from the date of the "accident".

b. Who Is An Insured

- (1) You while "occupying" or, while a pedestrian, when struck by any "auto".
- (2) Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, loss or destruction

- (3) Anyone else "occupying" an "auto" you do not own who is an insured for liability under the coverage, but only at times when that person is an insured for liability under the coverage form.

c. Additional Exclusions Pertaining to Auto Medical Payments

This insurance does not apply to any of the following:

- (1) "Bodily injury" sustained by an insured while "occupying" a vehicle located for use as a premises.

- (2) "Bodily injury" sustained by you while "occupying" or struck by any vehicle (other than a covered "auto") owned by you or furnished or available for your regular use.

- (3) "Bodily injury" arising directly or indirectly out of:

(a) War, including undeclared or civil war;

(b) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(c) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

- (4) "Bodily injury" to anyone using a vehicle without a reasonable belief that the person is entitled to do so.

- (5) "Bodily injury" sustained by an insured while "occupying" any covered "auto" while used in any professional racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply to any "bodily injury" sustained by an "insured" while the "auto" is being prepared for such a contest or activity.

- (6) To a person hired to do work for or on behalf of any insured or a tenant of any insured.

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(7) To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

(8) Expenses for "bodily injury" excluded under Business Liability Coverage.

d. Additional Definitions Pertaining to Auto Medical Payments

As used in this endorsement:

- (1) "Occupying" means in, upon, getting in, on, out or off.
- (2) "Accident" includes continuous or repeated exposure to the same conditions resulting in "bodily injury".

e. Limit of Insurance For Auto Medical Payments

Regardless of the number of covered "autos", insureds, premiums paid, claims made or vehicles involved in the "accident", the most we will pay for "bodily injury" for each "insured" injured in any one "accident" is the Limit Of Insurance for Auto Medical Payments Coverage shown in the Declarations.

No one will be entitled to receive duplicate payments for the same elements of "loss" under this coverage and any Liability Coverage Form, Uninsured Motorists Coverage Endorsement or Underinsured Motorists Coverage Endorsement attached to this Coverage Part.

SECTION II - LIABILITY

B. Exclusions

1. Exclusions 1.g. **Aircraft, Auto or Watercraft** and 1.h. **Mobile Equipment** are deleted.

2. The following exclusions are added:

1.t. This insurance does not apply to "bodily injury" or "property damage" arising out of:

- (1) The ownership, maintenance, use or entrustment to others of any aircraft owned or operated by or rented or loaned to any insured; or

(2) The ownership, maintenance, use or entrustment to others of any "auto" owned by any insured which is not listed on the Declarations for coverage. This exclusion does not apply to a "newly acquired auto."

1.u. This insurance does not apply to any "auto" or "mobile equipment" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply while that covered "auto" or "mobile equipment" is being prepared for such a contest or activity. This exclusion does not apply while a covered "auto" or "mobile equipment" is used to prepare a field, track or other grounds for an organized racing, demolition contest or stunting activity.

3. The following exclusions are amended:

1.a. **Expected or Intended Injury:** the following paragraph is added:

This exclusion also does not apply to any insured's obligations under Wisconsin Statute 895.46(1) or its successor, except where you expected or intended "bodily injury" or "property damage".

1.c. **Liquor Liability:** the last paragraph is deleted and replaced by the following:

This exclusion applies only if you are in the business of distributing or manufacturing alcoholic beverages, or if you sell, serve or furnish alcoholic beverages on more than four occasions in a calendar year.

1.d. **Worker's Compensation and Similar Laws:** the following paragraph is added:

This exclusion applies to "bodily injury" to any volunteer if the "bodily injury" is compensable under any workers' compensation law. This exclusion does not apply to "bodily injury" to a fellow volunteer if the volunteer is liable for such "bodily injury" under Wisconsin Statute 102.03(2).

1.j. **Professional Services:** the following paragraph is added:

(10) Any act, omission or "Law Enforcement Activity" of your police department or any other law enforcement agency of yours

including their agents or employees.

This does not apply if Law Enforcement Liability Coverage and the applicable premium are shown on the Declarations Page.

SECTION II - LIABILITY

C. Who Is an Insured

1. The following paragraph is added:

3. Your employed and authorized "volunteer worker" emergency medical technicians, paramedics, first-responders and nurses with respect to their liability for rendering or failing to render emergency care in a medical emergency requiring sudden action if at such time of such a medical emergency:
 - a. They do not act within the scope of their duties as an "employee" for an employer other than you or as a "volunteer worker" for a person or organization other than you; and
 - b. They are not entitled to any remuneration for the rendering of emergency medical services or are performing those actions on behalf of another medical emergency organization for which they may be either employees or "volunteer workers".

SECTION II - LIABILITY

D. Liability and Medical Expenses Limits of Insurance

1. The following is added to paragraph 1:

- d. Vehicles insured by this policy.

SECTION II - LIABILITY

E. Liability and Medical Expenses General Conditions

1. The following paragraph is added to this section:

5. Financial Responsibility Laws

- a. When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, the insurance provided by the policy for "bodily injury" liability and "property damage" liability will comply

with the provisions of the law to the extent of the coverage and limits of insurance required by that law.

- b. With respect to "mobile equipment" or "autos" to which this insurance applies, we will provide any liability, uninsured motorists, underinsured motorists, no-fault or other coverage required by any motor vehicle law.

SECTION II - LIABILITY

F. Liability and Medical Expense Definitions

1. The following definitions are added:

23. "Law Enforcement Activity" means any activity:

- a. which involves preserving public order, preventing or detecting violations of criminal or traffic laws or ordinances, arresting persons, seizing property, supervising probation, administering parole, or operating detention or correctional facilities;
- b. which is primarily concerned with performing or attempting to perform:
 - (1) police, patrol, investigative, constabulary, custodial, correctional, probation, parole, or related services on behalf of a political entity;
 - (2) administrative, training, fund raising, inspection, or prevention activities related to police, patrol, investigative, constabulary, custodial, correctional, probation, parole, or related services on behalf of a political entity; or
 - (3) occupying premises related to administrative, training, fund raising, inspection, or prevention activities related to police, patrol, investigative, constabulary, custodial, correctional, probation, parole, or related services on behalf of a political entity; and
 - (4) police or patrol activity for others:
 - (a) when and to the extent such activity is specifically approved by an appropriate authority; and
 - (b) conducted in uniform; and

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(c) which are conducted or sanctioned by:

- (i) a legally authorized police, patrol, investigative, constabulary, custodial, correctional, probation, parole, or related service of a public entity; or
- (ii) an "employee" or authorized volunteer.

24. "Newly Acquired Auto" means an "auto" acquired during the policy period and of a type that is specifically described on the Declarations. An "auto" is not considered a "newly acquired auto" when any of the following first occurs:

- a. This policy expires or is cancelled;
- b. 60 days after the date of acquisition of the "newly acquired auto"; or
- c. You report the "newly acquired auto" to us.

SECTION II - LIABILITY

If shown as applicable in the Declarations, the following Optional Coverage also applies. This coverage is subject to the terms and conditions applicable to liability coverage in this policy, except as provided below:

G. Optional Coverage - Law Enforcement Liability

- 1. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage" or "personal and advertising injury" resulting from or caused by a "law enforcement activity".
- 2. The following paragraph is added as B.4. Exclusions Applicable to both Business Liability Coverage and Medical Expenses Coverage of Section II - Liability:
 - a. We shall not be liable to make any payment in connection with any "Law Enforcement Activity" claim made against the insured:
 - (1) For any loss, cost, or expense arising, directly or indirectly, out of any type of employment of a law enforcement officer by a bar, lounge, or tavern, regardless of whether or not such employment is specifically approved by the insured.
 - (2) For "bodily injury" or "property

damage" or "personal and advertising injury" arising out of any custodial, correctional, probation, parole, or related activities. This exclusion does not apply to temporary custody immediately following arrest and pending arraignment, bail, or transfer to a custodial or correctional facility.

- (3) For any loss, cost, or expense arising, directly or indirectly, from the failure to arrest or detain any person.
- (4) For any claims or suits brought against any insured for damages arising out of an affliction with a communicable disease. Communicable disease includes, but is not limited to, Acquired Immune Deficiency Syndrome (AIDS). It is further agreed this exclusion applies even if an alleged cause of the damages was the insured's negligent hiring, placement, training, supervision, act, error or omission.
- (5) For any loss arising out of the willful violation of any federal, state, or local statute, ordinance, rule, or regulation committed by or with the knowledge and consent of the insured. This exclusion applies to both civil and criminal charges filed against the insured in his or her official or individual capacity if the charges result in an obligation to pay damages, a plea of guilty, a verdict of guilty, a sentence or a plea of no contest.
- (6) For any loss, cost, or expense arising out of:
 - (a) riot, civil commotion, or mob action; or
 - (b) any act or omission in connection with the prevention or suppression of a riot, civil commotion, or mob action.
- (7) From any illegal or wrongful act committed intentionally, with knowledge of wrongdoing, unless committed solely for the purpose of protecting threatened life and property.

- 3. The following is added to Paragraph B. Exclusions, 1.k. Damage to Property:

Paragraphs (1) and (3) of this exclusion do

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not apply to property commandeered, seized, or impounded in connection with a "law enforcement activity."

Paragraph (4) of this exclusion does not apply to:

- a. "Property damage" to personal property belonging to anyone receiving service by an insured as part of a "Law Enforcement Activity" because of loss by theft, physical damage, or disappearance of such personal property during the period:

- (1) beginning when "employees" or volunteers of the insured arrive on the scene;

- (2) continuing while they render services to others; and

- (3) ending when they either leave the scene, complete their service, or transfer custody or care of a transported person to others;

but any "property damage" not excluded by this provision will be subject to a \$500 deductible.

- b. "Property damage" to personal property (including "autos," "mobile equipment," or watercraft) commandeered, seized, or impounded in connection with a "law enforcement activity."

4. The following is added to Paragraph D. **Liability and Medical Expenses Limits of Insurance:**

- 5. The limit of our liability for costs and fees resulting from covered "law enforcement activity" claims shall not exceed \$1,000,000 for each claim and \$1,000,000 aggregate for all such claims during the policy period.

5. **Line of Duty Death Coverage**

a. **Coverage**

We will indemnify the insured for an amount not to exceed \$50,000 for voluntary payments made to the family or members of the household of a Law Enforcement Officer who is injured as the result of a felony which occurs during the "policy period":

- (1) If death results within one year from the date of the initial injury; and

- (2) The Law Enforcement Officer was under the direct supervision of your

Law Enforcement Department or Agency shown on the Declarations at the time the injury occurred; and

- (3) The Law Enforcement Officer was acting within the course and scope of official law enforcement duties at the time the injury occurred.

The maximum limit for this coverage is \$100,000 per policy period.

The Limits of **Line of Duty Death Coverage** are in addition to the Limits of Liability shown on the Declarations for **Section II - Liability**.

b. **Exclusions**

Exclusions in **Section II - Liability - Part B. Exclusions** apply to this section. In addition, coverage does not apply if death results directly or indirectly from the following causes or events, whether they occur concurrently with or in any sequence from the felonious injury:

- (1) Suicide;
- (2) Injuries caused by members of the Law Enforcement Officer's immediate family or members of the household or benefit recipient;
- (3) Heart attack or stroke which occurs more than twenty-four (24) hours after such felonious injury; or
- (4) Conditions or symptoms related to HIV, AIDS or any other communicable disease.

c. **Conditions**

With respect to coverage provided by **Line of Duty Death Coverage**:

- (1) The insured may not bring a "suit" to recover under **Line of Duty Death Coverage** until ninety (90) days after the insured has given us written proof of a covered fatal injury. No "suit" may be brought more than three (3) years after the date of a covered fatal injury, or as specified by law.
- (2) The insured must give us written notice of a covered fatal injury as soon as reasonably possible after such covered fatal injury occurs, or as required by law. Such written notice must identify the Law Enforcement Officer who sustained the covered

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fatal injury, the Named Insured, the policy number, and it must describe the "occurrence" and the nature of the fatal injury.

- (3) We have the right to request an independent autopsy as allowed by law.

SECTION III - COMMON POLICY CONDITIONS (Applicable to **SECTION I - PROPERTY, SECTION II - LIABILITY, AND SECTION IV - PUBLIC OFFICIALS PROFESSIONAL LIABILITY COVERAGES**) also apply to Optional Coverage - Law Enforcement Liability.

SECTION III - COMMON POLICY CONDITIONS (APPLICABLE TO SECTION I - PROPERTY AND SECTION II - LIABILITY)

The following paragraph is added to **A. Cancellation**:

7. If this policy provides Law Enforcement Liability Coverage and this coverage or the policy is cancelled, the premium for Law Enforcement Liability is considered earned in full and no refund will apply.

SECTION IV - PUBLIC OFFICIALS PROFESSIONAL LIABILITY COVERAGES: (THIS SECTION PROVIDES CLAIMS MADE COVERAGE. PLEASE READ THE ENTIRE SECTION CAREFULLY.)

Coverage is provided under **Section IV** of this endorsement only when a "public entity" (as defined below) for these professional liability coverages is named on the Declarations Page.

1. Coverages:

- a. We will pay on behalf of the "insured" any "loss" resulting from a "wrongful act" provided that the "claim" is first made during the policy period and written notice of the "claim" is received by us during the policy period. We will have the right and duty to defend any "suit" covered by this policy. This applies even if any of the allegations of the "suit" are groundless, false or fraudulent. We may make an investigation and settlement of any "claim" or "suit" as we deem expedient.

HOWEVER, WE WILL NOT DEFEND ANY "SUIT" AFTER OUR LIMIT OF LIABILITY HAS BEEN OFFERED OR PAID FOR "CLAIMS", JUDGMENTS OR SETTLEMENTS.

- b. This insurance covers "loss" arising from any "claim" first made during the policy period against the estates, heirs, legal representatives or assigns of deceased persons, who were insured at the time of the "wrongful act" upon which those "claims" are based.

- c. The amount we will pay for "claims", judgments or settlements is limited as described in Paragraph 7 - **Limits of Liability - Section IV**.

- d. This insurance does not apply to any "wrongful act" which occurred before the Retroactive Date, if any, shown in the Declarations or which occurs after the policy period or any Extended Reporting Period we provide under Paragraph 3. **Coverage Extensions - Section IV**

2. Supplementary Payments:

We will pay, with respect to any "claim" or "suit" we defend:

- a. All expenses we incur.
- b. Premiums on appeal bonds in any such "claim" or "suit" and the cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have an obligation to furnish any such bonds.
- c. All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$250 a day because of time off from work.
- d. All costs taxed against the "insured" in any "suit" against the "insured" we defend.
- e. All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against the "insured" we defend, but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

These payments will not reduce the limits of insurance.

3. Coverage Extensions:

- a. If the "insured" cancels or non-renews this Policy or if we decide not to renew this Policy, the "insured" shall have the right to purchase, upon payment of an additional premium in accordance with our

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rules and rates, an extension of this coverage for a period of 12 calendar months immediately following the end of the policy period, but only with respect to any "wrongful act" committed before the end of the policy period. This period shall be referred to as the Extended Reporting Period.

- b. As a condition precedent to the right to purchase the Extended Reporting Period, the total premium for this endorsement must have been paid. The right to purchase the Extended Reporting Period shall end unless written notice and full payment of the premium for such period is received by us within 30 days after the end of the policy period.
- c. If the Extended Reporting Period is purchased, the entire premium shall be deemed earned at its commencement without any obligation by us to return any portion thereof.
- d. There is no separate or additional Limit of Liability for the Extended Reporting Period.

4. Supplemental Coverage:

- a. We will pay up to a maximum of \$50,000 for any one "wrongful act" and \$100,000 aggregate for all such "wrongful acts" during the policy period for:
 - (1) Defense of any non-monetary "suit" not otherwise excluded; or
 - (2) Defense of any "suit" alleging improper collection or assessment of taxes.

In order for this Supplemental Coverage to apply, the "suit" must first be filed against the "insured" during the policy period, and written notice of the "suit" must be received by us during the policy period.

For purposes of this Supplemental Coverage only, "suit" means an adjudicatory proceeding in a court of law.

Payments under this Supplemental Coverage shall be in addition to our limit of liability under paragraph 7, **Limits of Liability of Section IV - Public Officials Professional Liability Coverages**. We shall have no duty to investigate or defend any such "suits". However, we shall have the right, at our option and expense, to

investigate, take over the defense or associate in the defense of any such "suit".

b. Employment Practices Injury

Insurance provided under **Section IV - Public Officials Professional Liability Coverage** also applies to those sums that the "insured" becomes legally obligated to pay as damages because of a "wrongful act" resulting in an "employment practices injury" to which this coverage applies. Coverage is subject to the following:

- (1) The "employment practices injury" arises out of the insured's operations covered by this policy or attached endorsements.
- (2) The "wrongful act" did not occur before the Retroactive Date, if any, shown in the Declarations or after the end of the policy period;
- (3) The "wrongful act" "claim" is first made against the "insured" during the policy period or any Extended Reporting Period and written notice of the "claim" is received by us during the policy period.
- (4) The most we will pay for "claims", judgments or settlements relating to "employment practices injury" during each separate 12 month period of the policy is the lesser of:
 - (a) The Public Officials Liability Limit shown on the Declarations; or
 - (b) \$1,000,000.

c. Employment Benefit Plan Administration Injury

Insurance provided under **Section IV - Public Officials Professional Liability Coverage** also applies to those sums that the "insured" becomes legally obligated to pay as damages because of a "wrongful act" resulting in an "employment benefit plan administration injury" to which this coverage applies. Coverage is subject to the following:

- (1) The "employment benefit plan administration injury" arises out of the insured's operations covered by this policy or attached endorsements.

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(2) The "wrongful act" did not occur before the Retroactive Date, if any, shown in the Declarations or after the end of the policy period;

(3) The "wrongful act" "claim" is first made against the "insured" during the policy period or any Extended Reporting Period and written notice of the "claim" is received by us during the policy period.

(4) The most we will pay for "claims", judgments or settlements relating to "employment benefit plan administration injury" during each separate 12 month period of the policy is the lesser of:

(a) The Public Officials Liability limit shown on the Declarations; or

(b) \$1,000,000.

5. Definitions: The following definitions apply to **Section IV:**

a. "Cafeteria plan" means a plan authorized by applicable law to allow "employees" to elect to pay for certain benefits with pre-tax dollars.

b. "Claim" means written notice from any party that it is their intent to hold an "insured" responsible for a "wrongful act" resulting in a "loss" covered by this policy.

c. "Employee Benefit Plan" means a program providing some or all of the following benefits to "employees", whether provided through a "cafeteria plan" or otherwise:

(1) Group life insurance; group accident or health insurance; dental, vision and hearing plans; and flexible spending accounts; provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to those "employees" who satisfy the plan's eligibility requirements;

(2) Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available

to all "employees" who are eligible under the plan for such benefits;

(3) Unemployment insurance, social security benefits, workers' compensation and disability benefits;

(4) Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies; and

(5) Any other similar benefits designated in the Schedule or added thereto by endorsement.

d. "Employment Benefit Plan Administration Injury" means a loss of benefits due under an "employee benefit plan" which results from an actual or alleged act, error, or omission involving a current, prospective, or former "employee" or "volunteer worker". The act, error, or omission must be committed by you or an authorized person in:

(1) Affecting enrollment, termination, or cancellation of "employees" or "volunteer workers" under your "employee benefit plan";

(2) Counseling (other than giving legal advice) "employees" or "volunteer workers" on an "employment benefit plan";

(3) Interpreting your "employee benefit plan" for "employees" or "volunteer workers"; or

(4) Handling records of your "employee benefit plan" for "employees" or "volunteer workers".

An "employment benefit plan administration injury" does not apply to:

(1) "bodily injury", "property damage", "employment practices injury" or "personal and advertising injury".

(2) A spouse, child, parent, brother or sister of the person claiming an "employment benefit plan administration injury".

(3) Any "claim" for benefits to the extent that such benefits are available, with reasonable effort and cooperation of the "insured", from the applicable

funds accrued or other collectible insurance.

(4) Any "claim" regarding the handling of payroll deductions.

(5) Any "claim" based upon:

(a) Failure of any investment to perform as represented by any "insured"; or

(b) Advice given to any person to participate in any "employee benefit plan"; or

(c) The investment or non-investment of funds.

e. "Employment Practices Injury" means an injury resulting from the actual or alleged improper employment related practice, policy, act or omission involving an actual, prospective, or former "employee" or "volunteer worker", including:

(1) Failing or refusing to hire;

(2) Discriminating on the basis of race, color, religion, sex, national origin, age, marital status, disability, or alienage;

(3) Discharging, demoting, failing to promote, or improperly evaluating, reassigning, or disciplining;

(4) Wrongful denial of training, wrongful deprivation of career opportunity, or breach of employment contract;

(5) Retaliating, humiliating, embarrassing, or coercing;

(6) Sexually harassing, whether quid pro quo or hostile environment; or

(7) Violating employment related civil rights.

An "employment practices injury" does not apply to:

(1) "Bodily injury", "property damage", "employment benefit plan administration injury" or "personal and advertising injury".

(2) A spouse, child, parent, brother or sister of the person claiming an "employment practices injury".

f. "Insured" means the "public entity" named in the Schedule for **Section IV** and those persons who were, now or

shall be duly elected or appointed officials or members or employees of the governing body of such commissions, boards or other units operating by and under the jurisdiction of such governing body and within an apportionment of the total operating budget indicated in the proposal form. "Employee" does not include any person working on a retainer or contractual agreement. "Insured" does not include any of the following boards, commissions, authorities, units or administrative departments or agencies unless specifically endorsed on this policy:

(1) School;

(2) Airport;

(3) Hospital; or

(4) Municipally owned gas or electric utility.

g. "Loss" means any amount that the "insured" is legally obligated to pay as damages for a "claim" or "suit" brought against the "insured" for a "wrongful act". Loss shall not include:

(1) Fines or penalties imposed by law, but this does not apply to damages assessed in an EEOC or state equivalent enforcement action;

(2) Any "claim" or "suit" arising directly or indirectly from the formulation of tax rates, the collection or return of taxes, and/or the disbursement of tax refunds, except as provided under **Supplemental Coverage** section 4.a.(2);

(3) Guarantees on bond issues;

(4) The salaries and wages of any "insured", or other official, employee or member or officer of the "public entity" in connection with the investigation and/or defense of "claims";

(5) Any amounts due under the terms of any contractual obligation.

h. "Policy Year" means the period of one year on the effective date and hour of this policy or any anniversary of it, or if the time between the effective date or any anniversary and the termination of the policy is less than one year, the lesser time period.

RURAL MUTUAL INSURANCE COMPANY - MADISON, WISCONSIN

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- i. "Public Entity" means the city, village, town, governmental body or administrative department or agency named in the Schedule for **Section IV** as legally constituted at the inception of the policy.
- j. "Wrongful Act" means any actual or alleged error, misstatement, omission, neglect, or breach of duty by any "insured" in the discharge of their duties with the "public entity" individually or collectively.

6. Exclusions:

We shall not be liable to make any payment in connection with any "claim" made against the "insured":

- a. Based upon or attributable to their gaining in fact any profit or advantage to which they were not legally entitled, including remuneration paid in violation of law as determined by the courts;
- b. Brought about or contributed to by fraud or dishonesty of an "insured";
- c. Which is covered by another valid insurance policy or policies;
- d. For any damages arising from "bodily injury", sickness, mental anguish, disease or death of any person or for damage to or destruction of any tangible property including loss of use of it;
- e. For false arrest, libel, slander, defamation of character, invasion of privacy, wrongful eviction, assault or battery;
- f. Based upon or attributable to the rendering or failure to render any opinion, treatment, consultation or service if such opinion, treatment, consultation or service was rendered or failed to have been rendered while any "insured" was engaged in any activity for which compensation was received from any source other than the "public entity" named in the Schedule for **Section IV** or was gratuitously engaged other than by specific direction of the "public entity" named in the Schedule for **Section IV**;
- g. Arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any

watercourse or body of water;

- h. For which the "insured" is entitled to indemnity or payment by reason of having given notice of any circumstances which might give rise to a "claim" under any policy or policies the term of which has expired prior to the inception date of this insurance;
- i. For any "claims" arising out of the "insured" acting in a fiduciary capacity or as trustee or in any similar capacity;
- j. For any "claim" against any attorney, architect, engineer or accountant while acting within the scope of their professional duties;
- k. For any damages arising out of inverse condemnation, adverse possession or dedication by adverse use;
- l. Arising out of any violation of or failure to comply with the Employee Retirement Security Act of 1974 (ERISA) or any similar state statute; or
- m. Based upon, arising out of, in consequence of, or in any way including litigation that has commenced or is pending at the inception of this policy.

7. Limits of Liability:

- a. We will be liable to pay each and every covered "loss" under this insurance up to the limits of liability as shown on the Declarations Page for **Section IV**.
- b. "Losses" based on or arising out of the same act or interrelated acts of any "insured" are considered a single loss.
- c. In no event will our total limit of liability in any one "policy year" exceed the maximum annual aggregate stated on the Declarations Page. However, the maximum liability limit in the last "policy year" shall not be increased for any Extended Reporting Period.

8. Notice of "Claim":

- a. If during the policy period or the extended discovery period, the "public entity" or any "insured" shall receive written or oral notice from any party that it is the intention of that party to hold the "insured" responsible for a "wrongful act", they must give written notice to us of the receipt of that written notice or oral notice as soon as practicable, but in no

event exceeding one year. Then any "claim" which may subsequently be made against the "insured" arising out of such "wrongful act" shall, for the purpose of this insurance be treated as a "claim" made during the "policy year" in which that notice was given, or if given during the extended discovery period, as a "claim" made during the last "policy year".

b. The "public entity" or any "insured" shall,

as a condition precedent to their rights under this insurance, give us notice in writing as soon as practicable of any "claim" made and shall give us such information and cooperation as it may reasonably require.

9. COMMON POLICY CONDITIONS SECTION III (Applicable to SECTION I - PROPERTY and SECTION II - LIABILITY) also apply to this SECTION IV.

All other terms of your policy remain the same.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EQUIPMENT BREAKDOWN ENHANCEMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

**BUSINESSOWNERS COVERAGE FORM
BUSINESSOWNERS ADVANTAGE PLUS
SCHEDULED PROPERTY FLOATER ENDORSEMENT**

Read the entire endorsement carefully to determine rights, duties and what is and is not covered.

The coverage provided by this endorsement is subject to the provisions applicable to the forms attached to this policy and referenced below, including the deductible provisions, except as otherwise provided within this endorsement.

BUSINESSOWNERS COVERAGE FORM

SECTION I - PROPERTY, A. Coverage

A. In 4. Limitations, paragraphs a.(1) and a.(2) are deleted.

B. For coverage provided by this endorsement only, in 5. Additional Coverages, Paragraph h. Pollutant Clean Up and Removal is deleted and replaced with the following:

h. Pollutant Clean Up and Removal

We will pay for the Pollutant Clean Up and Removal for loss resulting from an "Equipment Breakdown". The most we will pay for the Pollutant Clean Up and Removal is \$250,000 unless a higher limit is provided by an endorsement to the property form for which this endorsement is attached. In that case, whichever limit is greater will apply.

C. The following paragraphs have been added to 5. Additional Coverages:

s. Expediting Expense

We will pay for the expediting expense loss resulting from an "Equipment Breakdown" with respect to your damaged Covered Property. We will pay the reasonable extra cost to:

- (1) Make temporary repairs;
- (2) Expedite permanent repairs; and
- (3) Expedite permanent replacement.

Reasonable extra cost shall mean "the extra cost of temporary repair and of expediting the repair of such damaged

equipment of the insured, including overtime and the extra cost of express or other rapid means of transportation." This will be a part of and not an addition to the limit per loss.

t. Refrigerant Contamination

We will pay the loss from contamination by refrigerant used in refrigerating, cooling or humidity control equipment at the described premises as a result of an "Equipment Breakdown".

The most we will pay for loss or damage under this coverage is \$250,000 unless a higher limit is provided by an endorsement to the property form for which this endorsement is attached. In that case, whichever limit is greater will apply.

u. Spoilage Coverage

We will pay for loss of "perishable goods" due to spoilage resulting from lack of power, light, heat, steam or refrigeration caused by an "Equipment Breakdown" to types of property covered by this policy, that are owned by you, the building owner at your described premises, or owned by a public utility.

"Perishable Goods" means stock preserved and maintained under controlled conditions and susceptible to loss or damage if the controlled conditions change.

However, we will not pay for any loss, damage, cost or expense directly caused by, contributed to by, resulting from or arising out of the following causes of loss: Fire, lightning, combustion explosion, windstorm or hail, weight of snow, ice or sleet, falling objects, smoke, aircraft or vehicles, riot or civil commotion, vandalism, sinkhole collapse, volcanic action, leakage from fire extinguishing equipment, water damage, earth movement or flood.

The most we will pay for loss or damage under this coverage is \$250,000 unless a higher limit is provided by an endorsement to the property form for which this endorsement is attached. In that case, whichever limit is greater will apply.

v. Computer Equipment

We will pay for direct physical loss or damage to your computers as a result of an "Equipment Breakdown".

w. Data Restoration

We will pay for your reasonable and necessary cost to research, replace, and restore the lost information on electronic media and records as a result of an "Equipment Breakdown".

x. Service Interruption

Any insurance provided for Business Income or Extra Expense is extended to apply to your loss, damage or expense caused by an "Equipment Breakdown" to types of property covered by this policy, that are owned by you, the building owner at your described premises, or owned by a public utility.

However, we will not pay for any loss, damage, cost or expense directly caused by, contributed to by, resulting from or arising out of the following causes of loss: Fire, lightning, combustion explosion, windstorm or hail, weight of snow, ice or sleet, falling objects, smoke, aircraft or vehicles, riot or civil commotion, vandalism, sinkhole collapse, volcanic action, leakage from fire extinguishing equipment, water damage, earth movement or flood.

The most we will pay for loss, damage or expense under this coverage is the limit that applies to Business Income and Extra Expense, except that if a limit is shown in the Declarations for Service Interruption, that limit will apply to Business Income and Extra Expense loss under this coverage.

y. Green Environmental and Efficiency Improvements

(1) If Covered Property requires repair or replacement due to an Equipment Breakdown, we will pay:

- (a) The lesser of the reasonable and necessary additional cost incurred by you to repair or replace physically damaged Covered Property with equipment of like kind and quality which qualifies as "Green". Like kind and quality includes similar size and capacity.
- (b) The additional reasonable and necessary fees incurred by you for accredited professional certified by a "Green Authority" to participate in the repair or replacement of physically damaged Covered Property as "Green".
- (c) The additional reasonable and necessary cost incurred by you for certification or recertification of the repaired or replaced Covered Property as "Green".
- (d) The additional reasonable and necessary cost incurred by you for "Green" in the removal, disposal or recycling of damaged Covered Property.
- (e) The business interruption (if covered within this policy) loss during the additional time required for repair or replacement of Covered Property, consistent with "Green", in the coverages above.

We will not pay more than 125%, to a maximum of \$100,000, of what the cost would have been to repair or replace with equipment of like kind and quality inclusive of fees, costs, and any business interruption loss incurred as stated above.

(2) This Additional Coverage does not apply to any of the following:

- (a) Covered Property does not include stock, raw materials, finished goods, "production machinery", merchandise, electronic data processing equipment not used in the functional support of the real property, process water, molds and dies, property in the open, property of others for which you

are legally liable, or personal property of others.

- (b) Any loss adjusted on any valuation basis other than a repair or replacement basis as per the Valuation section of this policy.
- (c) Any loss covered under any other section of this policy.
- (d) Any cost incurred due to any law or ordinance with which you were legally obligated to comply prior to the time of the Equipment Breakdown.

(3) The following Definitions apply to this Additional Coverage:

- (a) "Green" means products, materials methods and processes certified by a "Green Authority" that conserve natural resources, reduce energy or water consumption, avoid toxic or other polluting emissions or otherwise minimize environmental impact.
- (b) "Green Authority" means an authority on Green buildings, products, materials, methods or processes certified and accepted by Leadership in Energy and Environmental Design (LEED®) Green Building Initiative Green Globes®, Energy Star Rating System or any other recognized "Green" rating system.
- (c) Production Machinery means any machine which processes, forms, shapes, or transports raw materials, materials in process, waste materials or finished products.

SECTION I - PROPERTY, B. Exclusions

- A. Paragraphs 2.a. Electrical Apparatus and 2.d. Steam Apparatus are deleted.
- B. Paragraph (6) of 2.I Other Types of Losses is deleted.

SECTION I - PROPERTY, F. PROPERTY GENERAL CONDITIONS

- A. The following Property General Conditions are added:

5. Suspension

Whenever Covered Property is found to be in, or exposed to, a dangerous condition, any of our representatives may immediately suspend the insurance against loss to that Covered Property for the perils covered by this endorsement. Coverage can be suspended and possibly reinstated by delivering or mailing a written notice of suspension / coverage reinstatement to:

- (a) Your last known address; or
- (b) The address where the property is located.

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

6. Inspections and Surveys

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

or regulations, of boilers, pressure vessels or elevators.

7. Environmental, Safety and Efficiency Improvements

If Covered Property requires replacement due to an Equipment Breakdown, we will pay your additional cost to replace with equipment that is better for the environment, safer or more efficient than the equipment being replaced.

However, we will not pay more than 125% of what the cost would have been to repair or replace with like kind and quality. This condition does not increase any of the applicable limits. This condition does not apply to any property to which Actual Cash Value applies.

SECTION I - PROPERTY, G. Optional Coverages

A. With regards to coverage provided by this endorsement, Paragraph 1.c. (5) of the **Outdoor Sign** Optional Coverage does not apply.

B. The provisions of this endorsement supercede Optional Coverages, 4. Mechanical Breakdown.

SECTION I - PROPERTY, H. Property Definitions

A. The following is added to the Property Definition of "Specified Causes of Loss":

12. "Specified Causes of Loss" also means "Equipment Breakdown".

"Equipment Breakdown" as used herein means:

a. Physical loss or damage both originating within:

(1) Boilers, fired or unfired pressure vessels, vacuum vessels, and pressure piping, all normally subject to vacuum or internal pressure other than static pressure of contents, excluding:

(a) Waste disposal piping;

(b) Any piping forming part of a fire protective system;

(c) Furnaces; and

(d) Any water piping other than:

(i) Boiler feed water piping between the feed pump and the boiler;

(ii) Boiler condensate return piping; or

(iii) Water piping forming part of a refrigerating or air conditioning system used for cooling, humidifying or space heating purposes.

(2) All mechanical, electrical, electronic or fiber optic equipment; and

b. Caused by, resulting from, or consisting of:

(1) Mechanical breakdown;

(2) Electrical or electronic breakdown; or

(3) Rupture, bursting, bulging, implosion, or steam explosion.

However, "Equipment Breakdown" will not mean:

Physical loss or damage caused by or resulting from any of the following; however if loss or damage not otherwise excluded results, then we will pay for such resulting damage:

(1) Wear and tear;

(2) Rust or other corrosion, decay, deterioration, hidden or latent defect, mold or any other quality in property that causes it to damage or destroy itself;

(3) Smog;

(4) Settling, cracking, shrinking or expansion;

(5) Nesting or infestation, or discharge or release of waste products or secretions, by birds, rodents or other animals;

(6) Any accident, loss, damage, cost, claim, or expense, whether preventative, remedial, or otherwise, directly or indirectly arising out of or relating to the recognition, interpretation, calculation, comparison, differentiation, sequencing, or processing of data by any computer system including any hardware, programs or software;

(7) Marring or scratching;

- (8) Any loss, damage, cost or expense directly caused by, contributed to by, resulting from or arising out of the following causes of loss:

Fire, lightning, combustion explosion, windstorm or hail, weight of snow, ice or sleet, falling objects, smoke, aircraft or vehicles, riot or civil commotion, vandalism, sinkhole collapse, volcanic action, leakage from fire extinguishing equipment, water damage, earth movement or flood.

If **BUSINESSOWNERS ADVANTAGE PLUS** is attached to the policy, it is amended as follows:

In **SECTION I - PROPERTY**, Paragraph **A. 8. j, Water Back-up and Sump Overflow**, is deleted and replaced with the following:

We will pay for direct physical loss or damage to Covered Property, covered under **SECTION I - PROPERTY**, caused by or resulting from:

- (1) Water which backs up through or overflows from a sewer or drain; or
- (2) Water which overflows from a sump, even if the overflow results from a mechanical breakdown of a sump pump or its related equipment.

The coverage described in this endorsement does not apply to loss or damage resulting from an insured's failure to:

- (1) Keep a sump pump or its related equipment in proper working condition; or

- (2) Perform the routine maintenance or repair necessary to keep a sewer or drain free from obstructions.

The most we will pay under this Coverage Extension for all direct loss or damage occurring during the policy term is \$10,000.

If **SCHEDULED PROPERTY FLOATER ENDORSEMENT** is attached to the policy, it is amended as follows:

For the purpose of the coverage provided by this endorsement only, the following, if provided coverage on the **SCHEDULED PROPERTY FLOATER ENDORSEMENT**, are also covered for "equipment breakdown" wherever located within the coverage territory:

- (1) Mobile cascade units;
- (2) Mobile internal combustion engines used solely as part of an emergency generating unit;
- (3) Electrical generators used solely as part of an emergency generating unit;
- (4) Portable pumping units; and
- (5) Portable extrication devices, such as jaws-of-life, whether hydraulic or air powered.

THIS ENDORSEMENT CHANGES THE POLICY. PLESAE READ IT CAREFULLY.

BUSINESS PERSONAL PROPERTY - AUTOMATIC INCREASE

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SECTION I - PROPERTY

The following is added to Paragraph C. Limits of Insurance:

6. Business Personal Property - Automatic Increase

- a. The Limit of Insurance for Business Personal Property will automatically increase by the annual percentage shown in the Declarations.
- b. The amount of increase will be:
 - (1) The Business Personal Property limit that applied on the most recent of the policy inception date, the policy anniversary date, or any other policy change amending the Building limit, times

(2) The percentage of annual increase shown in the Declarations, expressed as a decimal (example: 8% is .08), times

(3) The number of days since the beginning of the current policy year, or the effective date of the most recent policy change amending the Business Personal Property limit, divided by 365.

Example:

If the applicable Business Personal Property limit is \$100,000. The annual percentage increase is 8%. The number of days since the beginning of the policy year (or last policy change) is 146.

The amount of increase is

$$\$100,000 \times .08 \times 146 \div 365 = \$3,200.$$

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HIRED AUTO AND NON-OWNED AUTO LIABILITY

(For Town and Village)

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM (BP 00 03)

A. Insurance is provided only for those coverages shown in the Declarations.

1. Hired Auto Liability

The insurance provided under Paragraph **A.1. Business Liability** in **Section II - Liability**, applies to "bodily injury" or "property damage" arising out of the maintenance or use of a "hired auto" by you or your "employees" in the course of your business.

2. Non-Owned Auto Liability

The insurance provided under Paragraph **A.1. Business Liability** in **Section II - Liability**, applies to "bodily injury" or "property damage" arising out of the use of any "non-owned auto" in your business by any person.

B. For insurance provided by this endorsement only:

1. The exclusions, under Paragraph **B.1. Applicable To Business Liability Coverage** in **Section II - Liability**, other than Exclusions **a.**, **b.**, **d.**, **f.** and **i.** and the Nuclear Energy Liability Exclusion, are deleted and replaced by the following:

a. "Bodily injury" to:

- (1)** An "employee" of the insured arising out of and in the course of:
 - (a)** Employment by the insured; or
 - (b)** Performing duties related to the conduct of the insured's business; or
- (2)** The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph **(1)** above.

This exclusion applies:

- (1)** Whether the insured may be liable as an employer or in any other capacity; and
- (2)** To any obligation to share damages with or repay someone else who

must pay damages because of injury.

This exclusion does not apply to:

- (1)** Liability assumed by the insured under an "insured contract"; or
- (2)** "Bodily injury" arising out of and in the course of domestic employment by the insured unless benefits for such injury are in whole or in part either payable or required to be provided under any workers compensation law.

b. "Property damage" to:

- (1)** Property owned or being transported by, or rented or loaned to the insured; or
- (2)** Property in the care, custody or control of the insured.

2. Paragraph **C. Who Is An Insured** in **Section II - Liability**, is replaced by the following:

1. Each of the following is an insured under this endorsement to the extent set forth below:

- a.** You;
- b.** Any other person using a "hired auto" with your permission;
- c.** For a "non-owned auto":
 - (1)** Any partner or "executive officer" of yours; or
 - (2)** Any "employee" of yours but only while such "non-owned auto" is being used in your business; and
- d.** Any other person or organization, but only for their liability because of acts or omissions of an insured under **a.**, **b.**, or **c.** above.

2. None of the following is an insured:

- a.** Any person engaged in the business of his or her employer for "bodily injury" to any co-"employee" of such person injured in the course of employment, or to the spouse, child,

parent, brother or sister of that co-"employee" as a consequence of such "bodily injury", or for any obligation to share damages with or repay someone else who must pay damages because of the injury;

- b. Any partner or "executive officer" for any "auto" owned by such partner or officer or a member of his or her household;
- c. Any person while employed in or otherwise engaged in duties in connection with an "auto business", other than an "auto business" you operate;
- d. The owner or lessee (of whom you are a sublessee) of a "hired auto" or the owner of a "non-owned auto" or any agent or "employee" of any such owner or lessee; or
- e. Any person or organization for the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.

C. The following additional definitions apply:

- 1. "Auto Business" means the business or occupation of selling, repairing, servicing, storing or parking "autos".
- 2. "Hired Auto" means any "auto" you lease, hire, rent or borrow. This does not include any "auto" you lease, hire, rent or borrow from any of your "employees", your partners or your "executive officers" or members of their households.
- 3. "Non-Owned Auto" means any "auto" you do not own, lease, hire, rent or borrow which is used in connection with your business. This includes "autos" owned by your "employees", your partners or your "executive officers", or members of their households, but only while used in your business or your personal affairs.

D. The following is added to **Section III - Common Policy Conditions (Applicable to Section I - Property And Section II - Liability), H. Other Insurance** with respect to coverage provided by this endorsement:

For any covered "auto" you own, this Coverage Form provides primary insurance. For any covered "auto" you do not own, the insurance provided by this Coverage Form is excess over any other collectible insurance.

All other terms of your policy remain the same.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESSOWNERS ADVANTAGE PLUS

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

The coverage provided by this endorsement is subject to the provisions applicable to the Businessowners Coverage Form attached to this policy, including the deductible provisions, except as otherwise provided within this endorsement.

SECTION I - PROPERTY

A. In **SECTION I - PROPERTY**, paragraph **A. Coverage**, the following is amended:

1. Paragraph 1.(6)(b) is replaced by the following:

(b) Materials, equipment, supplies and temporary structures, on or within 1000 feet of the described premises, used for making additions, alterations or repairs to the buildings or structures.

2. Paragraph 1.b. is replaced by the following:

b. Business Personal Property located in or on the buildings at the described premises or in the open (or in a vehicle) within 1000 feet of the described premises, including:

(1) Property you own that is used in your business;

(2) Property of others that is in your care, custody or control, except as otherwise provided in Loss Payment Property Loss Condition Paragraph E.5.d.(3)(b);

(3) Tenant's improvements and betterments. Improvements and betterments are fixtures, alterations, installations or additions:

(a) Made a part of the building or structure you occupy but do not own; and

(b) You acquired or made at your expense but cannot legally remove;

(4) Leased personal property which you have a contractual responsibility to insure, unless otherwise provide for under Paragraph 1.b.(2); and

(5) Exterior building glass, if you are a tenant and no Limit of Insurance is shown in the Declarations for Building property. The glass must be owned by you or in your care, custody or control.

3. The following are added under **5. Additional Coverages**:

s. Reward

We will pay up to the limit of liability for this additional coverage to any individual or organization for information leading to a crime conviction, including arson, in connection with loss or damage to covered property caused by a Covered Cause of Loss. This amount is the most we will pay regardless of the number of persons or organization involved in providing information. The limit of liability is the lesser of:

(1) The actual loss to covered property; or

(2) \$5,000.

No deductible applies to this Additional Coverage.

t. Cost to Prepare Inventory

We will pay up to \$5,000 for reasonable expenses, for taking of inventory and appraisals, incurred by you at our request

to assist us in the determination of the amount of a covered loss.

We do not pay for:

- (1) Any expense incurred under the Property Loss Conditions, Appraisals; or
- (2) Any public adjusters' fees.

u. Security After Loss

We will pay up to \$5,000 for the cost of a security service approved by us that is used to protect Covered Property at the described premises after a covered loss, if we determine it is necessary.

v. Ordinance or Law Coverage

(1) Application of Coverage(s)

The Coverage(s) provided by this endorsement apply only if both (a) and (b) are satisfied.

(a) The ordinance or law:

- i. Regulates the demolition, construction or repair of buildings, or establishes zoning or land use requirements at the described premises; and
- ii. Is in force at the time of loss. But coverage under this endorsement applies only in response to the minimum requirements of the ordinance or law. Losses and costs incurred in complying with recommended actions or standards that exceed actual requirements are not covered under this endorsement.

(b) The building sustains direct physical damage:

- i. That is covered under this policy and such damage results in enforcement of the ordinance or law; or

ii. That is covered under this policy and direct physical damage that is not covered under this policy, and the building damage in its entirety results in enforcement of the ordinance or law.

iii. But if the damage is not covered under this policy, and such damage is the subject of the ordinance or law, then there is no coverage under this endorsement even if the building has also sustained covered direct physical damage.

(2) We will not pay under Coverage 1, 2, or 3, as defined in (3) of this section:

- (a) Enforcement of any ordinance or law which requires the demolition, repair, replacement, reconstruction, remodeling or remediation of property due to contamination by "pollutants" or due to the presence, growth, proliferation, spread of any activity of "fungi", wet or dry rot or bacteria; or
- (b) The costs associated with the enforcement of any ordinance or law which requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants", "fungi", wet or dry rot or bacteria.

(3) Coverage

- (a) Coverage 1 - Coverage For Loss To The Undamaged Portion Of The Building

With respect to the building that has sustained covered direct physical damage, we will pay under Coverage 1 for the loss in value of the undamaged portion of the building as a consequence

of enforcement of an ordinance or law that requires demolition of undamaged parts of the same building.

(b) Coverage 2 - Demolition Cost Coverage

With respect to the building that has sustained covered direct physical damage, we will pay the cost to demolish and clear the site of undamaged parts of the same building, as a consequence of enforcement of an ordinance or law that requires demolition of such undamaged property.

(c) Coverage 3 - Increased Cost Of Construction Coverage

With respect to the building that has sustained covered direct physical damage, we will pay the increased cost to:

- i. Repair or reconstruct damage portions of that building; and/or
- ii. Reconstruct or remodel undamaged portions of that building, whether or not demolition is required; when the increased cost is a consequence of enforcement of the minimum requirements of the ordinance or law.

However:

- i. This coverage applies only if the restored or remodeled property is intended for similar occupancy as the current property, unless such occupancy is not permitted by zoning or land use ordinance or law.
- ii. We will not pay for the increased cost of construction if the building is not repaired, reconstructed or remodeled.

(4) Limit of Loss Payment

The most we will pay, for the total of all covered loss for Coverage 1, Coverage 2 and Coverage 3 combined is \$10,000. Subject to the \$10,000 Combined Limit of Insurance, the following loss payment provisions apply.

(a) When there is a loss in value of an undamaged portion of a building which Coverage 1 applies, the loss payment for that building, including damaged and undamaged portions, will be determined as follows:

- i. If the property is repaired or replaced on the same or another premises, we will not pay more than the amount you actually spend to repair, rebuild or reconstruct the building, but not for more than the amount it would cost to restore the building on the same premises and to the same height, floor area, style and comparable quality of the original property insured; or
- ii. If the property is not repaired or replaced, we will not pay more than the actual cash value of the building at the time of loss.

(b) Under Coverage 2, we will not pay more than the amount you actually spend to demolish and clear the site of the described premises.

(c) With respect to Coverage 3:

- i. We will not pay under Coverage 3:
 - (i) Until the property is actually repaired or replaced, at the same or another premises; and

- (ii) Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage, not to exceed two years. Upon request we may extend this period in writing during the two years.
 - ii. If the building is repaired or replaced at the same premises, or if you elect to rebuild at another premises, the most we will pay under Coverage 3 is the increased cost of construction at the same premises.
 - iii. If the ordinance or law requires relocation to another premises, the most we will pay under Coverage 3 is the increased cost of construction at the new premises.
- (5) Under this endorsement, we will not pay for loss due to any ordinance or law that:
- (a) You were required to comply with before the loss, even if the building was undamaged; and
 - (b) You failed to comply with.
- (6) No deductible applies to this Additional Coverage.
- (7) Item d. of Property Loss Condition 5. Loss Payment, does not apply to this coverage.
- (8) This coverage is in excess over any coverage available to you under the Ordinance or Law Coverage endorsement, if applicable.

w. Computer Off-Premises

We will pay for direct physical loss of or damage to "computers" you own while in the course of transit or temporarily at a premises you do not own, lease or

operate. The loss must result from a Covered Cause of Loss. The most we will pay for loss or damage is \$10,000.

x. Fine Arts Coverage

We will pay for direct physical loss of or damage to fine arts which are not covered by insurance purchased specifically for the item caused by or resulting from any Covered Cause of Loss.

We do not pay for fine arts that are on display at fairgrounds or at a national or international exposition.

We do not pay for loss or damage to fine arts caused by or that results from:

- (1) A process to repair, retouch, restore, adjust, service or maintain the covered fine arts. If a fire or explosion results, we do not cover a loss caused by the fire or explosion.
- (2) The gradual accumulation of dust, dirt or pollutants.
- (3) Breakage of art glass windows, statuary, marble works of art, glassware, bric-a-brac, porcelains or similar fragile items unless it is caused by a "specified causes of loss".

The most we will pay under this additional coverage is \$5,000.

Fine arts includes paintings, etchings, pictures, tapestries, art glass windows, valuable rugs, statuary, antique furniture, rare books, antique silver, manuscripts, porcelains, rare glass, bric-a-brac, marble and bronze works of art and similar property of rarity, historical value or artistic value.

y. Off-Premises Utility Failure

We will pay for loss of Business Income or Extra Expense at the described premises caused by the interruption of utility service to the described premises. The interruption must result from direct physical loss or damage by a Covered

Cause of Loss to the following property not on the described premises.

(1) Water Supply Services

Pumping stations and water mains supplying water to the described premises.

(2) Communication Supply Services

Property supplying communication services, including telephone, radio, microwave or television services to the described premises, such as:

(a) Communication transmission lines, including optic fiber transmission lines;

(b) Coaxial cables; and

(c) Microwave radio relays except satellites.

Communication supply services does not include overhead transmission lines.

(3) Power Supply Services

(a) Utility generating plants;

(b) Switching stations;

(c) Substations;

(d) Transformers; and

(e) Transmission lines;

Supplying electricity, steam or gas to the described premises.

Power supply services does not include overhead transmission lines.

The most we will pay for this Additional Coverage is \$25,000.

z. Portable Tools

We will pay for direct physical loss of or damage to covered portable tools caused by or resulting from a Covered Cause of Loss. For the purposes of this Additional

Coverage, a covered portable tool is one that is:

(1) Owned by you and used in your business;

(2) Rented or leased to you or on your behalf while in your care, custody or control and used in your business;

(3) Borrowed by you or on your behalf while in your care, custody or control and used in your business;

(4) Owned by an employee of yours while being used in your business or in your care, custody or control.

We will determine the value of covered portable tools at the cost of replacement as of the time of loss or damage.

The most we will pay under this additional coverage is \$5,000, but not more than \$500 per tool.

aa. Outdoor Signs

(1) We will pay for direct physical loss of or damage to all outdoor signs at the described premises:

(a) Owned by you; or

(b) Owned by others but in your care, custody or control.

(2) Paragraph A.3., Covered Causes of Loss, and Paragraph **B. Exclusions** in **SECTION I - PROPERTY**, do not apply to this Additional Coverage, except for:

(a) Paragraph B.1.c., Governmental Action;

(b) Paragraph B.1.d., Nuclear Hazard; and

(c) Paragraph B.1.f., War And Military Action.

(3) We will not pay for loss or damage caused by or resulting from:

(a) Wear and tear;

- (b) Hidden or latent defect;
 - (c) Rust;
 - (d) Corrosion; or
 - (e) Mechanical breakdown.
- (4) The most we will pay for loss or damage in any one occurrence is \$5,000 unless a higher Limit of Insurance for Outdoor Signs is shown in the Declarations.
- (5) The provisions of this Additional Coverage supersede all references to **1. Outdoor Signs** in Paragraph **G. Optional Coverages**.
- i. Whether acting alone or in collusion with other persons; or
 - ii. While performing services for you or otherwise.
- (c) The only proof of which as to its existence or amount is:
- i. An inventory computation; or
 - ii. A profit and loss computation.

bb. Employee Dishonesty

- (1) We will pay for direct loss of or damage to Business Personal Property and "money" and "securities" resulting from dishonest acts committed by any of your employees acting alone or in collusion with other persons (except you or your partner) with the manifest intent to:
- (a) Cause you to sustain loss or damage; and also
 - (b) Obtain financial benefit (other than salaries, commissions, fees, bonuses, promotions, awards, profit sharing, pensions or other employee benefits earned in the normal course of employment) for:
 - i. Any employee; or
 - ii. Any other person or organization.
- (2) We will not pay for loss or damage:
- (a) Resulting from any dishonest or criminal act that you or any of your partners or "members" commit whether act alone or in collusion with other persons.
 - (b) Resulting from any dishonest act committed by any of your
- (3) The most we will pay for loss or damage in any one occurrence is \$10,000.
- (4) All loss or damage:
- (a) Caused by one or more persons; or
 - (b) Involving a single act or series of acts;
- is considered one occurrence.
- (5) If any loss covered:
- (a) Partly by this insurance; and
 - (b) Partly by any prior cancelled or terminated insurance that we or any affiliate had issued to you or any predecessor in interest;
- the most we will pay is the larger of the amount recoverable under this insurance or the prior insurance.
- We will pay only for loss or damage you sustain through acts committed or events occurring during the Policy Period. Regardless of the number of years this policy remains in force or the number of premiums paid, no Limit of Insurance cumulates from year to year or period to period.

(6) This Additional Coverage is cancelled as to any employee immediately upon discovery by:

(a) You; or

(b) Any of your partners, "members", "managers", officers or directors not in collusion with the employee;

of any dishonest act committed by that employee before or after being hired by you.

(7) We will pay only for covered loss or damage sustained during the policy period and discovered no later than one year from the end of the policy period.

(8) If you (or any predecessor in interest) sustained loss or damage during the policy period of any prior insurance that you could have recovered under that insurance except that the time within which to discover loss or damage had expired, we will pay for it under this Additional Coverage, provided:

(a) This Additional Coverage become effective at the time of cancellation or termination of the prior insurance; and

(b) The loss or damage would have been covered by this Additional Coverage had it been in effect when the acts or events causing the loss or damage were committed or occurred.

(9) The insurance under Paragraph (8) above is part of, not in addition to, the Limit of Insurance applying to this Additional Coverage and is limited to the lesser of the amount recoverable under:

(a) This Additional Coverage as of its effective date; or

(b) The prior insurance had it remained in effect.

(10) With respect to this Employee Dishonesty Additional Coverage employee means:

(a) Any natural person:

i. While in your service or for 30 days after termination of service;

ii. Who you compensate directly by salary, wages or commissions; and

iii. Who you have the right to direct and control while performing services for you;

(b) Any natural person who is furnished temporarily to you:

i. To substitute for a permanent employee as defined in Paragraph (a) above, who is on leave; or

ii. To meet seasonal or short-term work load conditions;

(c) Any natural person who is leased to you under a written agreement between you and a labor leasing firm, to perform duties related to the conduct of your business, but does not mean a temporary employee as defined in Paragraph (b) above;

(d) Any natural person who is a former employee, director, partner, member, manager, representative or trustee retained as a consultant while performing services for you; or

(e) Any natural person who is a guest student or intern pursuing studies or duties, excluding, however, any such person while having care and custody of property outside any building you occupy in conducting your business.

But employee does not mean:

- (a) Any agent, broker, factor, commission merchant, consignee, independent contractor or representative of the same general character; or
 - (b) Any "manager", director or trustee except while performing acts coming within the usual duties of an employee.
- (11) The provisions of this Additional Coverage supersede all references to **3. Employee Dishonesty** in Paragraph **G. Optional Coverages**.

cc. Money and Securities

- a. We will pay for loss of "money" and "securities" used in your business while at a bank or savings institution, within your living quarters or the living quarters of your partners or any employee having use and custody of the property, at the described premises, or in transit between any of these places, resulting directly from:
 - (1) Theft, meaning any act of stealing;
 - (2) Disappearance; or
 - (3) Destruction.
- b. In addition to the Limitations and Exclusions applicable to **Section I - Property**, we will not pay for loss:
 - (1) Resulting from accounting or arithmetical errors or omissions;
 - (2) Due to the giving or surrendering of property in any exchange or purchase; or
 - (3) Of property contained in any "money"-operated device unless the amount of "money" deposited in it is recorded by a continuous recording instrument in the device.
- c. The most we will pay for loss in any one occurrence is \$10,000.

- d. All loss or damage:
 - (1) Caused by one or more persons; or
 - (2) Involving a single act or series of related acts;
 is considered one occurrence.
- e. You must keep records of all "money" and "securities" so we can verify the amount of any loss or damage.

dd. Forgery Or Alteration

- (1) We will pay for loss resulting directly from forgery or alteration of, any check, draft, promissory note, bill of exchange or similar written promise of payment in "money", that you or your agent has issued, or that was issued by someone who impersonates you or your agent.
 - (2) If you are sued for refusing to pay the check, draft, promissory note, bill of exchange or similar written promise of payment in "money", on the basis that it has been forged or altered, and you have our written consent to defend against the suit, we will pay for any reasonable legal expenses that you incur in that defense.
 - (3) For the purpose of this coverage, check includes a substitute check as defined in the Check Clearing for the 21st Century Act, and will be treated the same as the original it replaced.
 - (4) The most we will pay for any loss, including legal expenses, under this Additional Coverage is \$10,000.
- 4. Under 5. Additional Coverages, Paragraph c. Fire Department Service Charge is replaced by the following:**
- c. Fire Department Service Charge**
- When the fire department is called to save or protect Covered Property from a Covered Cause of Loss, we will pay up to \$10,000, unless a different limit is shown

in the Declarations, for your liability for fire department service charges:

(1) Assumed by contract or agreement prior to loss; or

(2) Required by local ordinance.

5. Under 5. Additional Coverages, Paragraph f.(1)(a) of Business Income, is replaced by the following:

(a) We will pay for the actual loss of Business Income you sustain due to the necessary suspension of your "operations" during the "period of restoration". The suspension must be caused by direct physical loss of or damage to property at the described premises. The loss or damage must be caused by or result from a Covered Cause of Loss. With respect to loss of or damage to personal property in the open or personal property in a vehicle, the described premises include the area within 1000 feet of the site at which the described premises are located. With respect to the requirements set forth in preceding paragraph, if you occupy only part of the site at which the described premises are located, your premises means:

(i) The portion of the building which you rent, lease or occupy; and

(ii) Any area within the building or on the site at which the described premises are located, if that area services, or is used to gain access to, the described premises.

6. Under 5. Additional Coverages, Paragraph f.(2)(a)(ii) of Extended Business Income, is replaced by the following:

(ii) 60 consecutive days after the date determined in Paragraph (a)(i) above, unless a greater number of consecutive dates is shown in the Declarations.

7. Under 5. Additional Coverages, Paragraph g.(1) Extra Expense is replaced by the following:

(1) We will pay necessary Extra Expense you incur during the "period of restoration" that you would not have incurred if there had been no direct physical loss or damage to property at the described premises. The loss or damage must be caused by or result from a Covered Cause of Loss. With respect to loss of or damage to personal property in the open or personal property in a vehicle, the described premises include the area within 1000 feet of the site at which the described premises are located.

(a) The portion of the building which you rent, lease or occupy; and

(b) Any area within the building or on the site at which the described premises are located, if that area services, or is used to gain access to, the described premises.

8. The following are added under 6. Coverage Extensions:

g. Fire Protection Devices Recharging

You may extend the insurance provided by the policy to cover expenses you incur to recharge portable fire extinguishers, dry chemical, carbon dioxide or liquid automatic fire extinguishing systems and the cost of resetting automatic fuel shut-off connections, if any of the above are discharged due to a mechanical malfunction.

For coverage to apply, the recharge expense must occur within 30 days of the loss unless your operations are suspended due to the loss. In this case, the recharge expense must occur within 30 days of your operations resuming.

The most we will pay is \$5,000 for each separate 12-month period of the policy to recharge or refill fire protective devices covered by this Extension.

No deductible applies to this Coverage Extension.

h. Off-Premises Electronic Media and Records Storage

You may extend the insurance that applies to Business Personal Property to apply to direct physical loss or damage to duplicate and back-up electronic media and records which are stored at a premises where you do not conduct operations with the electronic media and records and which is not covered under any other coverage form. The most we will pay for loss to electronic media and records at any one storage location is \$25,000.

For purpose of this extension, the following is added to Section H. Property Definitions:

"Electronic media and records" means the following, if owned by you or licensed to you and used in your business:

- (1) Media, meaning disks, tapes, film, drums, cells or other media which are used with electronically controlled equipment.
- (2) Data, meaning information or facts stored on media described in paragraph a. above. Data includes "valuable papers and records" converted to data.
- (3) "Computer" program, meaning a set of related electronic instructions which direct the operations and functions of a "computer" or a device connected to it, which enable the "computer" or device to receive, process, restore, retrieve or send data.
- (4) Software, including systems and applications software.

i. **Outdoor Fences**

You may extend the insurance provided by this policy to apply to your outdoor fences located at the premises described in the Declarations. We will pay up to \$5,000 for loss or damage resulting from a Covered Cause of Loss. Debris removal expense is included within the limit.

j. **Water Back-up and Sump Overflow**

We will pay for direct physical loss or damage to Covered Property, covered under **SECTION I - PROPERTY**, caused by or resulting from:

- (1) Water which backs up through or overflows from a sewer or drain; or
- (2) Water which overflows from a sump, even if the overflow results from mechanical breakdown of a sump pump or its related equipment.

However, with respect to Paragraph (2) above, we will not pay the cost of repairing or replacing a sump pump or its related equipment in the event of mechanical breakdown.

The coverage described in this endorsement does not apply to loss or damage resulting from an insured's failure to:

- (1) Keep a sump pump or its related equipment in proper working condition; or
- (2) Perform the routine maintenance or repair necessary to keep a sewer or drain free from obstructions.

The most we will pay under this Coverage Extension for all direct loss or damage occurring during the policy term is \$10,000.

With respect to the coverage provided under this endorsement, Exclusion B.1.g. **Water** in **SECTION I - PROPERTY** is replaced by the following exclusion:

g. **Water**

- (1) Flood, surface water, waves, tides, tidal waves, overflow of any body of water, or their spray, all whether driven by wind or not;
- (2) Mudslide or mudflow; or
- (3) Water under the ground surface pressing on, or flowing or seeping through:

- (a) Foundations, walls, floors, or paved surfaces;
- (b) Basements, whether paved or not; or
- (c) Doors, windows or other openings.

But if Water, as described in **g.(1)** through **g.(3)**, results in fire, explosion or sprinkler leakage, we will pay for the loss or damage caused by that fire, explosion or sprinkler leakage.

k. Lock Replacement

You may extend the insurance provided by this policy to cover necessary expenses to repair or replace exterior or interior door locks of a covered building:

- (1) If your door keys are stolen in a covered theft loss; or
- (2) When your property is damaged and your door keys are stolen by the burglars.

The most we will pay under this extension is \$2,500 for any one occurrence.

l. Personal Property In Transit

You may extend the insurance provided by this policy to apply to your Covered Property, other than "money" and "securities", "valuable papers and records" or accounts receivable, while it is in the course of transit. The most we will pay for loss or damage under this Extension is \$15,000.

9. Under 6. Coverage Extensions:

- a. Paragraph **a. Newly Acquired or Constructed Property**, item (2) is replaced by:

- (2) Business Personal Property

If this policy covers Business Personal Property, you may extend that insurance to apply to:

- (a) Business Personal Property, including such property that you newly acquire, at any location you acquire;
- (b) Business Personal Property, including such property that you newly acquire, located at your newly constructed or acquired buildings at the location described in the Declarations; or
- (c) Business Personal Property that you newly acquire, located at the described premises.

This extension does not apply to personal property that you temporarily acquire in the course of installing or performing work on such property or your wholesale activities.

The most we will pay for loss or damage under this Extension is \$250,000 at each building.

- b. Paragraph **c. Outdoor Property** is replaced by the following:

You may extend the insurance provided by this policy to apply to your outdoor radio and television antennas (including satellite dishes), signs (other than signs attached to buildings), trees, shrubs and plants, including debris removal expense. Loss or damage must be caused by or result from any of the following causes of loss:

- (1) Fire;
- (2) Lightning;
- (3) Explosion;
- (4) Riot or Civil Commotion; or
- (5) Aircraft.

The most we will pay for loss or damage under this extension is \$10,000, but not more than \$500 for any one tree, shrub or plant.

- c. Paragraph **d. Personal Effects** is replaced by the following:

You may extend the insurance that applies to Business Personal Property to apply to personal effects owned by you, your officers, your partners or "members", your "managers" or your employees. This extension does not apply to:

- (1) Tools or equipment used in your business; or
- (2) Loss or damage by theft.

The most we will pay for loss or damage under this Extension is \$5,000 at each described premises.

- d. In **e. Valuable Papers and Records**, Paragraph (3) is replaced by the following:

- (3) The most we will pay under this Coverage Extension for loss or damage to "valuable papers and records" in any one occurrence at the described premises is \$25,000, unless a higher Limit of Insurance for "valuable papers and records" is shown in the Declarations.

For "valuable papers and records" not at the described premises, the most we will pay is \$5,000.

- e. In **f. Accounts Receivable**, Paragraph (2) is replaced by the following:

- (2) The most we will pay under this Coverage Extension for loss or damage in any one occurrence at the described premises is \$25,000, unless a higher Limit of Insurance for accounts receivable is shown in the Declarations.

For accounts receivable not at the described premises, the most we will pay is \$5,000.

- f. Paragraph **b. Personal Property Off Premises** is replaced by the following:

You may extend the insurance provided by this policy to apply to your Covered Property, other than "money" and "securities", "valuable papers and records" or accounts receivable, while it

is at a premises you do not own, lease or operate. The most we will pay for loss or damage under this Extension is \$25,000.

- B. SECTION I - PROPERTY**, Paragraph **H. Property Definitions**, the following is amended:

1. Paragraph 9. "Period of Restoration" a.(1)(a) is replaced by the following:

- (a) 24 hours after the time of direct physical loss or damage for Business Income Coverage; or

- C. In SECTION II - LIABILITY**, Paragraph **A. Coverage**, the following is amended:

1. In Paragraph 1.f., **Coverage Extension - Supplementary Payments**, (1)(b) is replaced by the following:

- (b) Up to \$1,000 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Business Liability Coverage for "bodily injury" applies. We do not have to furnish these bonds.

2. Paragraph 1.f., **Coverage Extension - Supplementary Payments**, (1)(d) is replaced by the following:

- (d) All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$300 a day because of time off from work.

- D. In SECTION II - LIABILITY**, Paragraph **B. Exclusions**, the following paragraph is added to Paragraph **k. Damage to Property**:

Paragraphs (1), (3) and (4) of the Damage to Property Exclusion do not apply to "property damage" (other than damage by fire or explosion) to premises, including the contents of such premises, rented to you for a period of 8 or more consecutive days.

The most we will pay under this coverage for damages because of "property damage" to any one premises is \$10,000. A \$250 deductible applies.

- E. In SECTION II - LIABILITY**, Paragraph **C. Who Is An Insured**, the following is amended:

1. Newly Acquired Organizations

The following paragraph is added:

- a. Any organization you newly acquire or form, other than a partnership, limited liability company or joint venture and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other insurance available to that organization. However:

- (1) Coverage under this provision is afforded only until the 120th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

- (2) Coverage does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

- (3) Coverage does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

F. In **SECTION II - LIABILITY**, Paragraph **E. Liability and Medical Expense General Conditions** is amended as follows:

The following is added to Paragraph **2. Duties In The Event Of Occurrence, Offense, Claim or Suit**:

- e. Knowledge of an "occurrence", offense, claim or "suit" by an agent or "employee" of any insured shall not in itself constitute knowledge of the insured unless your partners, "executive officers", directors, managers, members or a person who has been designated by them to receive reports of "occurrences", offenses, claims or "suits" shall have received such notice from the agent or "employee".

G. In **SECTION III - COMMON POLICY CONDITIONS (APPLICABLE TO SECTION I -**

H. PROPERTY AND SECTION II - LIABILITY) the following is added to the policy:

M. Unintentional Failure to Disclose Hazard

Based on our dependence upon your representations as to existing hazards, if unintentionally you should fail to disclose all such hazards at the inception date of your policy, we will not reject Liability coverage under this policy based solely on such failure.

I. In **SECTION III - COMMON POLICY CONDITIONS (APPLICABLE TO SECTION I - PROPERTY AND SECTION II - LIABILITY)**, Paragraph **L. Transfer Of Your Rights And Duties Under This Policy**, the following paragraph is added:

We waive any right of recovery we may have against a person or organization because of payments we make for injury or damage arising out of your ongoing operations of "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". The waiver applies only to a person or organization with whom you have a written contract or agreement in which you are required to waive rights of recovery under this policy. Such contract or agreement must have been executed prior to the "occurrence" causing the injury or damage.

All other terms of your policy remain the same.

Policy Number: BOPG091268

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYEE AND VOLUNTEER WORKER PERSONAL AUTO

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

The coverage provided by this endorsement is subject to the provisions applicable to the forms attached to this policy, including the deductible provisions, except as otherwise provided within this endorsement.

The following is added to paragraph 5. **Additional Coverages** in **SECTION I - PROPERTY**:

Employee and Volunteer Worker Personal Auto

We will pay for a covered loss to any "auto" owned or used by any "employee" or "volunteer worker" while en route to, during and returning from any official duty authorized by you. We will pay the lesser of the following:

1. \$2,500;
2. The amount of the deductible under any "auto" policy available to the "employee" or "volunteer worker";
3. The actual cash value of the damaged "auto"; or
4. The cost of repairing or replacing the damaged "auto" with like kind and quality.

No deductible applies to this coverage.

Policy Number: BOPG091268

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GLASS BREAKAGE DEDUCTIBLE WAIVER

This endorsement modifies insurance provided under the following:

SCHEDULED PROPERTY FLOATER ENDORSEMENT

The coverage provided by this endorsement is subject to the provisions applicable to the forms attached to this policy except as otherwise provided within this endorsement.

For property listed on the Declarations as being included in the category identified for this endorsement and that indicate a limit of coverage, there is no deductible applicable to glass breakage.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SPECIFIED OUTDOOR PROPERTY

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

If an additional premium for Specified Outdoor Property is shown on the Declarations, the following is added to **SECTION I. Paragraph G. Optional Coverages**: This coverage is subject to the terms and conditions applicable to property coverage in this policy, including Paragraph **D. Deductibles**, except as provided below.

SPECIFIED OUTDOOR PROPERTY

SECTION I - PROPERTY, Paragraph A.1. Business Personal Property includes the property described as Specified Outdoor Property as shown on the Declarations Page, wherever located within the "coverage territory."

1. We will pay:

- a. Up to the replacement cost for direct physical loss or damage to your "specified outdoor property" caused by or resulting from a covered cause of loss.
- b. The actual loss of income you sustain or the necessary extra expense you incur during the "period of restoration", if your operations are interrupted as a result of direct physical loss or damage to "specified outdoor property" caused by or resulting from a covered cause of loss for a period beginning with such direct physical loss or damage and ending at the earliest of:
 - (1) The date when the "specified outdoor property" is actually repaired or replaced using reasonable speed and similar quality, design, functionality and materials; or
 - (2) The date when the "specified outdoor property" could have been repaired and use of the "specified outdoor property" could have been resumed, if the damage property has been repaired using similar quality, design, functionality and materials; or

(3) Twelve (12) consecutive months after the direct physical loss or damage.

- c. Debris removal expenses you incur in removing debris of "specified outdoor property", but:

(1) Under this extension, the most we will pay in any one occurrence is the greater of 25% of the amount we pay for direct physical loss or damage or \$5,000; and

(2) We will pay only if such expenses are reported to us within 180 days after the date of direct physical loss or damage; and

2. The most we will pay for loss or damage in any one occurrence is the Limit of Insurance for Specified Outdoor Property shown in the Declarations.

3. We will not pay under this extension when the direct physical loss or damage is caused by or results from:

- a. Freezing, leakage, or overflow from plumbing, heating, air conditioning or any other equipment or appliance in a storage shed, garage, pavilion, freestanding restroom, pump house, or other similar building or structure comprising "specified outdoor property" unless:

(1) You have taken reasonable steps to maintain heat in such property; or

(2) Water was drained from the system or appliance involved, and the water supply was shut off while property was vacant or unoccupied; or

- b. Freezing, leakage, or overflow of plumbing systems located underground outside the perimeter walls of any storage shed, garage,

pavilion, freestanding restroom, pump house, or other similar building or structure comprising "specified outdoor property".

4. For the purposes of the coverage provided by this endorsement, "Specified Outdoor Property" means your:

- a. Traffic lights, traffic signs, traffic guardrails, traffic fences, or traffic walls;
- b. Outdoor fences;
- c. Fixed recreational equipment, fixed playground equipment, fixed park shelters, permanent dugouts, permanent bleachers, fixed benches, or permanent scoreboards;
- d. Statues, monuments, or flagpoles;
- e. Dumpsters, recycling bins, or lift stations;
- f. Permanent water well pumps, fountains, or fire hydrants;
- g. Street lights, power poles, power lines, outdoor wiring, or outdoor cabling;
- h. Exterior signs off the described premises;
- i. Sirens, antennas, towers, or similar structures or their associated equipment or structures;
- j. Piers, docks, or wharves; or
- k. Storage sheds, garages, pavilions, freestanding restrooms, pump houses, or other similar buildings or structures:

(1) Not located at an address listed as a premises in the Declarations or any schedule; and

(2) Not otherwise individually listed or identified in the Declarations or any schedule.

l. This term does not include:

- (1) Premises;
- (2) Water;
- (3) Land, excavations, grading, or filling;
- (4) Trees, shrubs, plants, lawns, or crops;

(5) Bridges, roadways, walks, curbs, or other paved surfaces;

(6) Storm drains, storm pipes, or storm basins;

(7) Sewer or waste pipes or treatment facilities;

(8) Pilings, or bulkheads;

(9) Swimming pools or related equipment; or

(10) Dams, locks, or levees.

All other terms of your policy remain the same.

POLICY NUMBER : BOPG091268

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TOWING AND LABOR

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

The coverage provided by this endorsement is subject to the provisions applicable to the forms attached to this policy, except as otherwise provided within this endorsement.

The following is added to paragraph **5. Additional Coverages** in **SECTION I - PROPERTY**:

Towing and Labor

We will pay up to \$500, unless a higher limit is shown on the Declarations, for towing and labor costs incurred each time a covered "auto" is disabled. However, the labor must be performed at the place of disablement. No deductible applies to this **Additional Coverage**.

All other **terms** of **your** policy remain the same.

RURAL MUTUAL INSURANCE COMPANY - MADISON, WI

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**RENTAL EXPENSE REIMBURSEMENT
(No Waiting Period)**

This endorsement modifies insurance provided under the following:

SCHEDULED PROPERTY FLOATER ENDORSEMENT

The coverage provided by this endorsement is subject to the provisions applicable to the forms attached to this policy and referenced below, including the deductible provisions, except as otherwise provided within this endorsement.

For property listed on the Declarations as being included in the category identified for this endorsement and that indicate a limit of coverage, the following provision applies.

Rental Expense Reimbursement

We will reimburse your rental expenses should a covered cause of loss to your property make it necessary to rent replacement equipment to continue your normal operations. We will reimburse these rental expenses provided:

1. You do not have equivalent idle equipment you can use; and

2. You restore or replace the lost or damaged equipment as soon as possible.

Our reimbursement is limited to rental expenses incurred after the loss has occurred and continuing until:

1. The equipment has been restored, replaced, is no longer needed; or
2. Twelve months from the date of loss.

whichever occurs first.

The period of reimbursement will not be limited by the policy expiration date.

The most we will pay under this coverage is \$10,000, unless a higher limit is shown on the Declarations, for the sum of all such expenses arising out of Covered Causes of Loss occurring during each separate 12 month period of this policy.



PROOF OF INSURANCE CERTIFICATE

Policy Number: BOPG091268

TOWN OF RIVER FALLS
ATTN: SARAH MEYER
W9015 770TH AVE
RIVER FALLS WI 54022

Policy Term: 04/04/2025 - 04/04/2026

SERVICE CENTER: 58 AGENT: 3966
THOMAS JENKINS
PO BOX 129
960 DAVIS STREET
HAMMOND WI 54015
OFFICE: 715-796-2207

Important Information

1. Various states require that you carry proof of insurance in your motor vehicle at all times and present this proof to a law enforcement office upon request.
2. The limits represented on this certificate will provide the minimum financial responsibility amounts and coverages required by any state.
3. If you do not carry or if you discontinue the required coverages, this Proof of Insurance Certificate is not valid.
4. The policy term shown on this certificate is subject to the insured's compliance with all the general policy provisions. Please refer to your policy for description of your coverages. This certificate does not alter, amend, or extend the coverages provided by your policy.

What To Do In Case of An Accident

1. Write down the names, addresses and license numbers of all persons and witnesses involved in the accident. Note the time and location of the accident, and extent of damage.
2. Notify the police immediately.
3. Report the accident promptly to Rural Mutual Insurance Company. You may telephone us at 1-800-255-2150.
4. Do not admit fault, authorize repairs or discuss the accident with anyone except a known representative of Rural Mutual Insurance Company.

Year/Make/Model of Vehicle

2006 CHEVY 2500 PICKUP W/ TOOL BOX
2018 PETERBUILT PLOW TRUCK
2021 PETERBILT PLOW TRUCK
2026 KENWORTH T480

Vehicle Identification Number

1GCHC24U36E113259
2NP3LJ0X9JM4699163
2NP3HJ8X3MM747462
2NK5HJ8X6TM220349

Liability Limits	\$5,000,000
Medical Payments	\$10,000 Per Person
Uninsured Motorists B.I.	\$1,000,000Per Accident
Underinsured Motorists B.I.	\$1,000,000Per Accident

THIS PROOF OF INSURANCE CERTIFICATE SHOULD BE KEPT IN THE INSURED VEHICLE.

RURAL MUTUAL INSURANCE COMPANY - MADISON, WISCONSIN

Year/Make/Model of Vehicle

Vehicle Identification Number



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RURAL MUTUAL INSURANCE COMPANY - MADISON, WISCONSIN



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RURAL MUTUAL INSURANCE COMPANY - MADISON, WISCONSIN

Year/Make/Model of Vehicle

Vehicle Identification Number

Town of River Falls Fees and Charges

Revised 3/6/06; 3/20/06;12/4/06; 5/21/07; 5/19/08; 5/4/09; 6/21/10; 6/6/11; 6/12 (no changes made); 12/17/12 (fire call fees added to schedule per Res. 2012-G); Nonmetallic Mining Fees added on 7/15/13;
Revised 5/5/14; Revised 6/1/15 and 6/15/15; 6/20/16; No revisions made in 2017 or 2018; Reviewed and revised in 2021. Updated June 2024; April 2025 Latest revision: October 20, 2025

Administrative

	Photo copying	\$.25/page	
	Locating a Record	\$0 unless costs exceed \$50	Cash deposit will be required if actual cost is estimated to be more than \$50
	Nonsufficient fund checks	\$40	
	Duplicate meeting recording	\$35	

Alcohol Service and Events

	Class "A" – allows the retail sale of fermented malt beverages (beer)	\$100	Annual license – expires June 30
	"Class A" Liquor – allows the retail sale of intoxicating liquor (distilled spirits and wine, including alcoholic cider)	\$500	Annual license – expires June 30
	Class "B" – allows the retail sale of fermented malt beverages (beer) for consumption on or off the licensed premises	\$100	Annual license – expires June 30
	"Class B" Liquor – allows the retail sale of intoxicating liquor (distilled spirits and wine, including alcoholic cider) for consumption on the licensed premises	\$500	Annual license – expires June 30
	Reserve "Class B" (liquor on & off)	\$10,000	Annual license – expires June 30
	"Class C" – allows the retail sale of wine by the glass or in an opened original container for consumption on the licensed premises	\$100	Annual license – expires June 30
	Temporary Alcohol Beverage License ("Class B" or Class "B" only)	\$40.00	14-day license for nonprofit events
	Operator's license	\$40	Two-Year license – expires June 30
	Temporary operator's license	\$15	14-day license for nonprofit events
	Provisional operator's license	\$15	60-day license
	Special Events Permit		
	Medium sized gathering (300-500 people)	\$40	
	Large sized gathering (500+ people)	\$75	

Cemetery

	Glass Valley Cemetery Lot	\$700	
	Glass Valley Cemetery Lot without a Vault	\$200	Additional fee that is due at time of interment
	Glass Valley Cremation Lot (24" x 24")	\$200	If a marker is requested through the Town, the cost of the marker will be added to the lot cost

Dogs			
	Neutered males & spayed females	\$7	Additional \$5 late fee applies to all dog license applied for after April 1 st , annual fee
	Unneutered males & unsplayed females	\$12	Annual fee
	Dogs in private and commercial kennels	\$40	Will license 6-10 dogs, annual fee
	Each additional dog	\$5	
	New tag or transfer of license	\$2	
	Animal control fee	\$50	Variable based on actual expenses with current animal control contract

Fire Calls			
	General fire calls (not vehicle accidents)	\$800 *	Plus actual cost of any other expenses as determined by the River Falls Rural Fire Dept
	1 vehicle accident	\$800 *	Plus actual cost of any other expenses as determined by the River Falls Rural Fire Dept
	2 vehicle accident	\$600/each *	Plus actual cost of any other expenses as determined by the River Falls Rural Fire Dept
	3 vehicle accident	\$500/each	Plus actual cost of any other expenses as determined by the River Falls Rural Fire Dept
	Hazardous Materials response	\$800	Plus actual cost of any other expenses as determined by the River Falls Rural Fire Dept
	Damage to equipment due to inadequate driveway maintenance	Actual costs, net after applying for insurance coverage	
	Fire Inspections	\$60	
	Fire Call Administration Fee	\$40	

Miscellaneous			
	Cigarette license	\$100	Annual fee
	Fence Review	\$50	Per occurrence
	Mobile Home Parks	\$2 per space, \$25 minimum, \$10 transfer fee	Annual fee
	Nonmetallic Mining Operator's License	\$600	Annual fee
	Nonmetallic Mining Base Administration Fee	\$10,000	Initial occurrence
	Nonmetallic Renewal of License Fee	\$600	Annual fee
	Recyclable/solid waste haulers license	\$200	Annual fee
	Salvage Yard license	\$500	Initial occurrence
	Renewal	\$250	Annual fee

Town of River Falls Highway Department Fees and Charges

No changes made in 2015, 2016 or 2017; Revised 2018; Revised 2021

Highway Dept Machinery (only in emergency and with Town Chair approval)

	Grader	\$250/hour	Plus labor and 10% admin fee
	Loader	\$250/hour	Plus labor and 10% admin fee
	Truck	\$250/hour	Plus labor and 10% admin fee
	Mowing	\$250/hour	Plus labor and 10% admin fee
	Tractor	\$250/hour	Plus labor and 10% admin fee
	Driveway plowing or sanding	\$250/hour	Plus labor, 10% admin fee and any salt/sand supply expense

Materials

	Salt/Sand	\$2/five-gallon bucket	
		\$40/small pick-up truck load (less than ½ yard)	You load
		\$80/cubic yard + \$25 loading fee	
	Crushed rock	\$2/ five-gallon bucket	
		\$40/ small pick-up truck load (less than ½ yard)	You load

Town of River Falls Building and Zoning Fees and Charges

Adopted: 5/5/14; No revisions made in 2015; No revisions made in 2017; 10% added in 2016.; Reviewed July of 2018. No changes made; Reviewed and revised July 2021; Reviewed July 2025

Building Permit Fees

Auxiliary Buildings	\$120 per building	Under \$3000 value, no permit required
Agricultural Buildings	\$120 per building	Under \$3000 value, no permit required
Commercial and Industrial (new)		
Small (Less than 10,000 sq. ft.)	\$1,200	
Large (More than 10,000 sq. ft.)	\$2,400	
Site plan review	\$120	Plus Town Engineer Review fee
Commercial and Industrial (remodel)		
Small (Less than 10,000 sq. ft.)	\$240	
Large (More than 10,000 sq. ft.)	\$480	
Demolition Permit	\$100	
Land Use Fee for Dwellings		
New, including attached garage	\$2,500	Plus inspection fee
Additions	\$120	Plus inspection fee
Attached decks (added after original house construction)	\$120	Plus inspection fee
Remodel	\$120	Plus inspection fee. No permit needed for replacement of already permitted items (windows, siding, shingles) or repainting. Remodel Permit required for any damage by fire or wind that exceeds \$3000 (unless already exempted)
Documentation Fee (State UDC Form)	\$30	State sets this fee
Swimming Pool (in-ground)	\$120	Plus inspection fee

Building Inspection Fees

As charged by current contract TF Inspection Agency	https://tfinspectionagency.com/	
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Fire Number (UAN Signage as charged by Pierce County)

New	\$75	
Replacement	\$30	

Impact Fees

New single-family dwelling	TBD	
New duplex	TBD	
Industrial/Commercial	Impact fee will be calculated	

Land Division

Certified Survey Map – one lot	\$350	
Each Additional Lot	\$75/additional lot	
Subdivision or Plat – one lot	\$900	

	Each additional lot	\$150/additional lot	
Site Inspection Review Fees			
	Building Site Review		
	Non-dwelling in A-1 & A-2	\$75	
	Dwelling and non-dwelling in R-1 & R-2	\$75	
	Dwelling in A-1 & A-2	\$175	
	Driveway and Site Review Permit	\$75	
	In R-1 & R-2	\$120	
	In A-1 & A-2	\$200	
	Transfer of Dwelling Site	\$425	
Zoning (all fees include publication cost)			
	Conditional Use Permit	\$300	
	Zoning District Change	\$700	
	Variance	\$700	
Miscellaneous			
	Holding Tank	\$75	
	Public road access by another unit of govt	\$330	
	Sign (maximum 32 sq ft – each side)	\$90	
	Structure moving (includes road inspection)	\$325	
	Tower (fee plus town engineer fee)	\$3000	Set by state
	Class 2 Colocation	\$500	
	Utility	\$175	
	Antenna Change	Based on current state statutes	
Appeals (all fees include publication cost)			
	Administrative	\$750	
	Impact Fee	\$750	

Town of River Falls Recycling Department Fees and Charges – as of April 2, 2025

Bagged Garbage

	up to 17 gallons	\$3/bag or can	Equivalent volume bases may be moved up in cost if heavy
	up to 35 gallons	\$5/bag or can	Equivalent volume bases may be moved up in cost if heavy
	up to 55 gallons	\$7/bag or can	Equivalent volume bases may be moved up in cost if heavy
	over 55 gallons	\$8/bag or can	Equivalent volume bases may be moved up in cost if heavy

Bulk Waste Truck or Trailer (Price varies based on levelness with sides of the truck bed and weight of load)

	Compact sized pick-up truck	\$50	
	Full Size sized pick-up truck	\$65	
	Extended size pick-up truck	\$80	
	Shingles sheet rock, heavy loads		Based on load and materials

Bulk Waste Items

	Toilet or sink	\$15	
	Chair	\$15	
	Futon frame and mattress, sectional piece	\$20	
	Loveseat, reclining chair	\$25	
	Sofa, reclining sofa	\$30	
	Oversized sectional	\$50	
	Tables	\$10 - \$15	
	Nightstand	\$10 - \$15	
	Dresser	\$15 - \$20	
	Children's Toys	\$5 - \$30	Size dependent
	Crib Mattress	\$5	
	Twin Mattress or box spring	\$10	
	Full Mattress or box spring	\$15	
	Queen mattress or box spring	\$20	
	King mattress or box spring	\$25	
	Carpet or Rug 6' x8'	\$20	
	Carpet or Rug 10' x 12'	\$30	
	Carpet or Rug greater than 10' x 12'	\$40	

Appliances (standard household appliances)

	Vacuum cleaner	\$10	
	Convection oven, dehumidifier, dishwasher, drinking fountain, dryer, freezer, furnace, humidifier, microwave, refrigerator, stove, trash compactor, washing machines, water heater	\$15	
	Water Softener	\$25	
	Air Conditioner, Water Softeners	\$20	
	Gas powered Refrigerator or Freezer (under 4 ft)	\$400 and up	

Computers

	Hard drive, CPU, keyboard, modem, desk top printer, iPad, small scanner, cell phone, answering machine, speaker set, video game	\$4	
	Fax machine, shredder, collator, typewriter, label maker, VCR, stereo, DVD/CD players, satellite receiver, video camera, camera, monitor	\$5	
	Large scanner, lap top computer	\$10	
	Commercial size printer	\$35	
Televisions			
	Satellite or Cable box	\$3	
	VCR or DVD player	\$5	
	VCR/DVD combo	\$8	
	TV 19" or less	\$15	
	TV 20" to 30"	\$20	
	TV 31" to 40"	\$30	
	TV 41" to 54"	\$40	
	TV Greater than 55"	\$50	
	TV Salvaged	\$55	
	Projection TV	\$100	
Light bulbs			
	4' or less, compacts, u shape, circular	\$1	
	Greater than 4'	\$2	
Tires			
	Lawn and bike	\$2	
	Passenger, SUV, light truck, ATV	\$10 without rim	\$15 with rim
	Large truck, small semi or small tractor	\$35 without rim	\$45 with rim
	Large Tractor	\$40-300	Price by size and weight of tires
Garden and Lawn Equipment (all fluids must be taken out)			
	Chainsaws, weed whip	\$10	
	Riding lawn mower without tires	\$40	
	Riding lawn mower with tires	\$48	
	Snowblowers, rototillers, push mower	\$20	
Miscellaneous			
	Carbon Monoxide, smoke detectors and light ballasts	\$3	
	LP tanks	\$6	40 lbs or less, LP tank must be empty with valve open
	Rechargeable batteries (drill, saw, sander, etc)	\$5 each	Like NiCad batteries
	Rechargeable batteries (AA, AAA, D, D, button, etc)	\$1 each	
	Ballast	\$3	
	Car batteries	\$0	

FIRE / EVACUATION PROCEDURES

Stay calm and dial 9-1-1.

1. The evacuation and safety of human life is the first concern. Inform any voters at your location of the safety evacuation route.
2. Secure election materials, if possible (voting equipment, ballots, inspectors' statements).
3. Proceed to the designated area until/unless you are directed to do otherwise.
4. Take accountability and note any missing people. Report missing people to emergency personnel.
5. Stay in the designated area until you are otherwise directed.
6. Do not re-enter the building until authorized by emergency personnel.
7. Do not speak to the media – refer them to the Chief Inspector or emergency personnel.

If the fire alarm sounds:

1. Evacuate everyone from the building based on evacuation plan and shut your door, but do not lock it, as you leave.
2. Be patient and wait for further instructions.

In the event you detect a fire within any part of the polling place, proceed according to the following plan:

Evacuate according to the evacuation plan

1. and shut your door, but do not lock it, as you leave.
2. If the fire is still small, extinguish the fire with the nearest fire extinguisher (Do not endanger yourself in this attempt).

The fire extinguisher is located:

One by each exit door

4. At the evacuation staging area, account for everyone in your area and stay together.
5. Be patient and wait for further instructions.

DESIGNATED EVACUATION AREA:

Across parking lot near town hall sign



MEDICAL EMERGENCIES / BODILY FLUIDS

Stay calm and dial 9-1-1

1. Provide your location (W9015 770th Ave, River Falls) and the nature of the emergency.
2. Answer all questions asked by the 9-1-1 operator.
3. Listen to and follow all instructions provided by the 9-1-1 operator.
4. Do not move a person who has fallen.
5. Unless it is a life-threatening emergency, do not render first aid until a qualified individual arrives or you are instructed to do so by the 9-1-1 operator.
6. If possible, try to obtain from the injured person his/her name and what happened.
7. Report any injury to the clerk (after the injured person is safe).
8. Avoid unnecessary conversation about the ill or injured person.
9. Do not speak to the media – refer them to the Chief Inspector or emergency personnel.

Employee Non-Emergency Injuries

- Notify the Chief Inspector and clerk
- If offsite medical attention is needed, do not have another employee drive the injured person to the medical facility.

BODILY FLUIDS

In case of an accident or emergency, any person's blood and body fluid should be handled as if infectious

- Keep all others away and secure the area.

Notify:

Town Clerk

- Wait for assistance.



ACTIVE SHOOTER

THREATS OF VIOLENCE / LOCKDOWN

If the assailant is actively attacking with a gun or other weapon in your area:

- **RUN** if possible.
- If you can't escape, **HIDE**.
- As a last resort, **FIGHT** back.

If you witness a gunman or immediate threat:

- Avoid, Barricade, Counter or Run, Hide, Fight depending on the situation.
- **Call or Text 911**

IF A LOCKDOWN NOTICE IS ISSUED:

Alert those around you and clear the hall if possible.

LOCKDOWN: Locks, Lights, Out of Sight. Lock the door. Turn off the lights, move away from the door and windows and stay out of sight. **DO NOT** talk about the situation, text about it, or post about it.

- **DO NOT** open the door unless directed by the police or an "all clear" notice is given.

LOCKOUT: **Get Inside. Lock Outside Doors.**

- Clear the halls, lock your door, take attendance, increase your awareness, but continue business as usual.

If you are outside when the lockdown is issued:

- Alert anyone who is nearby, do not try to enter a building and leave immediately.
- Do not return to the building until further notice.

THREATS OF VIOLENCE

- Take all threats seriously.
- Alert the Chief Inspector who can determine next course of action
- If possible, do not leave the person alone at any time
- **DO NOT** put your hands on the person or touch them in any way.
- Do not hesitate to call or text 911 if you feel things are escalating.



HOSTAGE SITUATION / OUT OF CONTROL PERSON

HOSTAGE SITUATION

Remain Calm. Resistance is NOT recommended. Do not bargain or negotiate with the hostage taker.

- If possible, call or text 911. If you can't talk to the dispatcher, just leave the line open so they can hear what is going on with the situation.

IF TAKEN HOSTAGE:

- Do not panic. Speak as calmly as possible.
- Treat the hostage-taker as normally as possible.
- Be respectful.
- Ask permission to speak; do not argue.
- Cooperate with the hostage-taker if possible.
- Stay low to the floor; do not make eye contact.
- **Call or text 911 ASAP**
- If the intruder is inflicting serious harm, everyone should **RUN**, or **FIGHT** back as a last resort.

OUT OF CONTROL PERSON

- Let Chief Inspector handle the situation
- Try to remove the person from the room if possible, by asking them to step outside and lock the door. Do not put your hands on them or touch them to try and remove them.
- Contact local law enforcement if necessary
- Document the incident on the Inspector Statement.



SEVERE WEATHER

TORNADO WATCH / SEVERE WEATHER WARNING

Continue regular classroom/office activities, closely monitor weather conditions. Unlock basement door.

TORNADO WARNING

Tornado signal will be sounded, move everyone from outside areas into the building.

- Stop all voting activities.
- All unvoted ballots and polls lists will be secured by the Chief Inspector.
- The voting equipment/ballot box can be unplugged and locked in a secure storage area. When regular business resumes, the Chief Inspector shall note the time from beginning to end that voting was suspended on the Inspectors' Statement.

TORNADO SIGHTED

If a tornado is reported or seen in the immediate area, seek shelter in the designated area.

- Do not stop for personal belongings, ballots, or election equipment.
- Take accountability and note any missing people.
- Remain in your location until it is safe to evacuate.
- Stay away from sources of power, power lines, phone lines, gas lines, and windows.
- Once you are clear of the area, do not re-enter the building until/unless authorized by emergency personnel.
- Report missing people to emergency personnel.

SHELTER-IN-PLACE LOCATION:

Town Hall Basement

BOMB THREAT

Under no circumstances should untrained personnel attempt to locate or move a suspicious device.

By Phone

- Remain calm and keep the caller on the line for as long as possible to get as much information as possible.
- Immediately get attention of nearby person to call 911
- If evacuation is ordered, immediately follow the evacuation procedures to the evacuation staging area.
- At the evacuation staging area, account for everyone in your area and stay together.
- Be patient and wait for further instructions.

Found Object

- Contact 911, if needed. Do not move or touch the object.
- Leave electrical switches as they are.
- Clear and secure the area.
- If evacuation is ordered, proceed to the evacuation staging area as outlined in the evacuation procedure.
- At the evacuation staging area, account for everyone in your area and stay together.
- Be patient and wait for further instructions.

DESIGNATED EVACUTION AREA:

Across parking lot near town hall sign

SUSPICIOUS LETTERS OR PACKAGES

- Do not shake or empty the contents of any suspicious envelope or package; **DO NOT** try to clean up powders or fluids.
- Close the door or secure the area to prevent others from entering.
- Wash your hands with soap and water.

HAZARDOUS MATERIAL SPILLS & GAS LEAKS

Gas Leaks – Are identified by an odor similar to rotten eggs

Indoor Incident

- If you suspect a gas leak or other hazardous condition, call 9-1-1.
- Do not turn on or off any electrical device, including light switches.
- Evacuate the area.
- Close the door, but do not lock it, as you exit.
- Report to the designated evacuation staging area outside and wait patiently for further instructions.

Outdoor Incident

- Call 911 if the situation is already an emergency.
- Turn off all automobile engines in the area and move everyone inside.
- If going inside is not a safe option, report to the designated evacuation staging area, if possible, or move up wind as far away from the incident as you can and wait patiently for further instructions.

Caution:

Two-way radios can cause gas to ignite.

DESIGNATED EVACUATION AREA:

Across parking lot near town hall sign

ELECTRICAL OUTAGE

POWER OUTAGE

- Stay calm.
- Provide assistance to visitors and staff in our immediate area.
- Turn off the voting equipment and have voters deposit their ballots into the equipment's auxiliary compartment. The tabulator memory device will retain all data in its memory and can be restarted after a power outage.
- Note the time of the power outage on the Inspectors' Statement and contact the clerk immediately.

Once power is restored

- Turn the voting equipment back on
- Process any voted ballots located in the auxiliary compartment through the equipment.

Power remains off throughout the day

- Secure all voted ballots in a ballot bag and bring them, along with all of the election supplies, to the alternate location. Ballots will be processed at the alternate location.

In the event of a long-term power outage, a change of venue may be required. If there is a widespread power outage, ballots should be secured with the Election Inspectors at the polling location until 8:00 p.m.

ALTERNATE POLLING PLACE:

Town Shop – W7750 State Road 65



CHANGE OF VENUE

ALTERNATE POLLING PLACE:

Town Shop – W7750 State Road 65

Chief Inspector will determine if a change of venue needs to happen

- Election Inspectors assist with packing up all voting equipment, ballots, poll lists, registration materials, and all election forms and information that needs to be relocated (e.g., signs, notices, etc.).
- Clerk organizes transport vehicles.
- Election Inspectors assist with the moving of election materials/ equipment to the transport vehicles.
- Voting equipment/ballot box(es) will remain locked at all times.
- Voting equipment/ballot box(es) will be escorted to a municipal vehicle or police vehicle, if available.
 - A police officer will remain in view of the voting equipment/ballot box(es) at all times and take them to the Alternate Polling Place.
- All unvoted ballots should remain in the presence of the Chief Inspector and at least one other Election Inspector during the change of location.
- At this location, the polling place will be set up as normal.
- Signage should redirect voters to new polling location. A law enforcement officer, or another designated person should remain at or as closely as possible to the original polling location to redirect voters.
- Clerk will notify public
- Notify Wisconsin Elections Commission.
- Document the change of venue and what time voting resumed on the Inspectors' Statement.

If the situation warrants an extension of polling place hours, notify clerk to contact:

Town Attorney Bob Loberg

IMPORTANT NUMBERS

**Wisconsin Elections Commission:
(608) 261-2028**

Municipal Clerk: Sarah Meyer – 715-533-0002

County Clerk: Jamie Feuerhelm 715-273-6744

Town Chair

Terry Kusilek – 715-821-4049

Sheriff:

Pierce County Dispatch – 715-273-5051



Town of River Falls

3/16/2026 11:06 AM

Register: 1st Nat. BK of RF:Clerk's Checking Account

From 03/02/2026 through 03/16/2026

Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
03/02/2026	1352	EFTPS	-split-	39-6006086	2,015.41			11,739.82
03/02/2026	1353	Wisconsin Retirement...	-split-		2,326.32			9,413.50
03/02/2026	1354	Wisconsin Dept. of R...	Payroll Liabilities	036-00003408...	953.82			8,459.68
03/02/2026	29068	Foster, Mary J	-split-		523.32			7,936.36
03/02/2026	29069	Kozak, Rita M	-split-		1,010.29			6,926.07
03/02/2026	29070	Kusilek (employee), ...	-split-		788.64			6,137.43
03/02/2026	29071	Mahoney, Joseph M	-split-		669.54			5,467.89
03/02/2026	29072	Meyer, Sarah K	-split-		3,045.94			2,421.95
03/02/2026	29073	Mogen (supervisor), ...	-split-		329.84			2,092.11
03/02/2026	29074	Smith (supervisor), Siri	-split-		454.57			1,637.54
03/02/2026	29075	Rita Kozak	General Government:T...		7.30			1,630.24
03/02/2026	29076	Jerome or Marcella R...	Zoning Administrator ...		50.00			1,580.24
03/02/2026	29077	Don Rodewald	-split-		419.72			1,160.52
03/04/2026			1st Nat. BK of RF:Mo...	Deposit			125,000.00	126,160.52
03/04/2026	29078	Graphic Design Inc	General Government:B...		363.00			125,797.52
03/04/2026	29079	Companion Animal ...	Health and Human Ser...		40.00			125,757.52
03/04/2026	29080	Johnson Lock and Key	Public Works - Roads:...		169.50			125,588.02
03/04/2026	29081	Verizon Wireless	General Government:T...		47.60			125,540.42
03/04/2026	29082	River Falls Rural Fir...	-split-		88,625.00			36,915.42
03/04/2026	29083	US Bank	-split-	4484-7301-144...	2,964.76			33,950.66
03/04/2026	29084	Alcivia	Public Works - Roads:...	9805344	1,970.29			31,980.37
03/04/2026	29085	Johnson Tractor	Public Works - Roads:...		1,494.78			30,485.59
03/04/2026	29086	Kwik Trip	Public Works - Roads:...		132.86			30,352.73
03/05/2026	1356	Cintas	Public Works - Roads:...		153.55			30,199.18
03/09/2026	1355	EFTPS	-split-	39-6006086	2,204.28			27,994.90
03/09/2026	29087	Dohrer, Albert S.	-split-		151.14			27,843.76
03/09/2026	29088	Flick, Dalton	-split-		2,529.11			25,314.65
03/09/2026	29089	Fristad, Christopher	-split-		239.69			25,074.96
03/09/2026	29090	Gill, Garrett D	-split-		152.90			24,922.06
03/09/2026	29091	Johnson, Kaleb LG	-split-		170.50			24,751.56
03/09/2026	29092	Merta (employee), M...	-split-		72.92			24,678.64
03/09/2026	29093	Schaar Jr., Robert A	-split-		3,150.15			21,528.49
03/09/2026	29094	Schaar Jr., Robert A	-split-	VOID: wrong a...		X		21,528.49
03/09/2026	29095	Polk County Clerk of...	General Government:L...		147.00			21,381.49
03/12/2026	29096	Schaar Jr., Robert A	-split-	Rob Schaar	800.00			20,581.49
03/12/2026	29097	Steel Towne	Public Works - Roads:...		32.10			20,549.39
03/12/2026	29098	AgPartners Cooperati...	Public Works - Roads:...		1,281.70			19,267.69
03/12/2026	29099	Water Care Services	General Government:T...		30.00			19,237.69
03/12/2026	29100	Wisconsin Dept. of R...	Tax Settlements:Assess...		63.35			19,174.34
03/12/2026	29101	Loffler	General Government:B...		233.06			18,941.28