



## **Washington Counties Risk Pool**

Maxum Indemnity Company  
3655 North Point Pkwy., Suite 500  
Alpharetta, Georgia 30005  
Telephone: 678 597 4500  
Fax: 678 597 4501

PLACED BY  
RISK PLACEMENT SERVICES



This is a non-admitted carrier.  
It is the responsibility of RPS to  
arrange for the filing and paying  
of surplus lines tax.

## COMMON POLICY DECLARATIONS

**POLICY NUMBER:** MSP 6017087-01

**RENEWAL OF/REWRITE OF:** NA

**NAMED INSURED AND MAILING ADDRESS:**

Washington Counties Risk Pool  
2558 RW Johnson Road SW  
Suite 106  
Tumwater, WA 98512-6103

**BROKER:**

Risk Placement Services, Inc. (Alpharetta, GA)  
2400 Lakeview Parkway  
Suite 675  
Alpharetta, GA 30009

**POLICY PERIOD:**

From: 10/1/2011

at 12:01 A.M. Standard Time at the address of

To: 10/1/2012

the Named Insured as stated herein.

**BUSINESS DESCRIPTION:**

**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 STATED IN THIS POLICY.**

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

COMMERCIAL PROPERTY COVERAGE	\$27,500
TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT OF 2007 aka 'TRIA'	Rejected
SURPLUS LINES TAX	
STAMPING/FILING FEE	
CATASTROPHE ANALYSIS FEE	\$0
INSPECTION FEE	\$0
OTHER SURCHARGES/TAXES/FEEES	
	\$27,500 Total

**LOCATION AND COVERED PROPERTY**

Buildings, Business Personal Property, Machinery and Equipment as more fully define in the primary policy(s) and not excluded in this excess insurance, and as declared and located per the statement of values on file with the company or as amended by endorsement.

**FORM(S)AND ENDORSEMENT(S) MADE PART OF THIS POLICY AT INCEPTION:**

Refer to Endorsement E849.

**COUNTERSIGNED:**

BY: *J. Marshall Turner II*

Date: 11/21/2011

NAMED INSURED: Washington Counties Risk Pool

POLICY NUMBER: MSP 6017087-01

POLICY PERIOD: 10/1/2011 - 10/1/2012

### FORMS AND ENDORSEMENTS SCHEDULE

FORMS/ENDORSEMENTS APPLICABLE TO ALL COVERAGE PARTS:		
Jacket		Property Jacket
CP0092	4/1/2009	Commercial Property Conditions
E792	4/1/2009	Asbestos Endorsement (Sublimited)
E793	4/1/2009	Biological or Chemical Materials Exclusion
E794	4/1/2009	Pollution And Removal Endorsement (Sublimited)
E795	4/1/2009	Service of Suit
E796	4/1/2009	Exclusion of Certain Computer-Related Losses
E797	4/1/2009	Microorganism Exclusion
E799	4/1/2009	Terrorism Exclusion
E800	4/1/2009	Wind Earned Premium
E822	12/1/2009	Occurrence Limit Of Liability Endorsement
E849	3/1/2010	Forms and Endorsements Schedule
E857	5/1/2010	Occurrence Definition Endorsement (With Hour Clauses)
E862	7/1/2010	Flood A And V Coverage Limitation

FORMS/ENDORSEMENTS APPLICABLE TO COMMERCIAL PROPERTY COVERAGE PART:		
DECMSP	4/1/2009	Commercial Property Declarations
CF038	6/1/2010	EXCESS OF LOSS COVERAGE PART (FOLLOW FORM)



## COMMERCIAL PROPERTY DECLARATIONS

**NAMED INSURED:** Washington Counties Risk Pool

**POLICY NUMBER:** MSP 6017087-01

**COVERAGE PROVIDED:**

- |   |   |  |
|---|---|--|
| <input checked="" type="checkbox"/> All Risk Direct Physical Loss | <input checked="" type="checkbox"/> <i>including</i> Earthquake | <input checked="" type="checkbox"/> <i>including</i> Flood |
| <input type="checkbox"/> Named or Specified Cause of Loss         |   | <input type="checkbox"/> Other:                            |
| <input type="checkbox"/> Difference in Conditions                 | <input type="checkbox"/> <i>including</i> Earthquake            | <input type="checkbox"/> <i>including</i> Flood            |
| <input checked="" type="checkbox"/> <b>TRIA</b>                   | <input type="checkbox"/> <i>included</i>                        | <input checked="" type="checkbox"/> <i>rejected</i>        |

**COVERAGE BASIS:**

- |                                  |                                 |  |
|----------------------------------|---------------------------------|--|
| <input type="checkbox"/> Primary | <input type="checkbox"/> Excess | <input checked="" type="checkbox"/> Participating Excess |
|----------------------------------|---------------------------------|--|

**LIMIT OF LIABILITY:**

Layer 1: \$5,000,000 per occurrence	P/O	\$100,000,000 per occurrence	XS	\$50,000,000 per occurrence
Layer 2:	P/O		XS	
Layer 3:	P/O		XS	

**ANNUAL AGGREGATE(S):**

Earthquake:	Flood:	Named Storm:
Layer 1: \$5,000,000	Layer 1: \$5,000,000	Layer 1:
Layer 2:	Layer 2:	Layer 2:
Layer 3:	Layer 3:	Layer 3:

**DEDUCTIBLE(S):**

See Primary Policy for schedule of deductibles.

AOP:

Wind/Named Storm:	per unit of insurance	per site	blanket
Earthquake:	per unit of insurance	per site	blanket
Flood:	per unit of insurance	per site	blanket
Other:			

**UNDERLYING CARRIER INFORMATION:**

Primary Carrier:

Lexington Insurance Company

Policy Number:

014498245

Term:

10/01/2011 - 10/01/2012

# COMMERCIAL PROPERTY DECLARATIONS

**NAMED INSURED:** Washington Counties Risk Pool

**POLICY NUMBER:** MSP 6017087-01

**MORTGAGE HOLDER(S):**

## COMMERCIAL PROPERTY CONDITIONS

This Coverage Part is subject to the following conditions, the Common Policy Conditions and applicable Loss Conditions Additional Conditions in Commercial Property Coverage Forms.

### A CANCELLATION

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
  - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
  - b. 60 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

### B. CONCEALMENT, MISREPRESENTATION OR FRAUD

This Coverage Part is void in case of fraud by you as it relates to this Coverage Part at any time. It is also void if you or any other insured, at any time, intentionally conceal or misrepresent a material fact concerning:

1. This Coverage Part
2. The Covered Property;
3. Your interest in the Covered Property; or
4. A claim under this Coverage Part.

### C. CONTROL OF PROPERTY

Any act or neglect of any person other than you beyond your direction or control will not affect this insurance.

The breach of any condition of this Coverage Part at any one or more locations will not affect coverage at any location where, at the time of loss or damage, the breach of condition does not exist.

#### **D. CHANGES**

This policy contains all the agreements between the Company and the Insured regarding this insurance. You are only authorized to make changes in the terms of this policy with the Companies consent. The policies terms can be amended or waived only by endorsement issued by Us and made part of this policy.

#### **E. CHANGE OF BROKER**

We will not change the Broker of record as indicated on the Common Policy Declaration page of this policy at any time other than at the anniversary date. All changes must be requested in writing and be received seven (7) days prior to the policy expiration. We will only accept such requests for change if the new Broker has an active contract with the Special Property division Of Maxum Specialty Insurance Group.

#### **F. EXAMINATION OF YOUR BOOKS AND RECORDS**

The Company may examine and audit the Insured's books and records as they relate to this policy ant any time during the policy period and up to two (2) years thereafter.

#### **G. INSPECTIONS AND SURVEYS**

The Company reserves the right to:

1. Make inspections and surveys at any reasonable time;
2. Give the Insured reports on the condition of properties we find;
3. Recommend changes.

The Company is not obligated to make any inspections, surveys, reports or recommendations and any such actions relate to insurability and premiums to be charged. We do not perform the duties of any person or organization to provide for the health or safety of workers or the public. The Company does not warrant that conditions are safe or healthful. We do not warrant that they comply with laws, regulations, codes or standards.

#### **H. LEGAL ACTION AGAINST US**

No one may bring a legal action against us under this Coverage Part unless:

1. There has been full compliance with all of the terms of this Coverage Part; and
2. The action is brought within one (1) years after the date on which the direct physical loss or damage occurred.

## **I. MAINTENANCE OF UNDERLYING INSURANCE**

The policies and Limits of Liability of the Primary and Underlying Excess Insurance shall be maintained in full force and effect during the term of this insurance. If not, or if there is a change in the coverage of such primary or underlying, this insurance shall apply in the same manner as though such primary or underlying policies had been so maintained and unchanged.

## **J. NO BENEFIT TO BAILEE**

No person or organization, other than you, having custody of Covered Property will benefit from this insurance.

## **K. OTHER INSURANCE**

You may have other insurance subject to the same plan, terms, conditions and provisions as the insurance under this Coverage Part. If you do, we will pay our share of the covered loss or damage. Our share is the proportion that the applicable Limit of Insurance Under this Coverage Part bears to the Limits of Insurance of all insurance covering on the same basis.

## **L. PERMISSION FOR EXCESS INSURANCE**

You may have excess insurance over the Limits of Liability provided by this policy without prejudice to this policy and the existence of such insurance shall not reduce any liability under this policy.

## **M. POLICY PERIOD, COVERAGE TERRITORY**

Under this Coverage Part:

1. We cover loss or damage commencing:
  - a. During the policy period shown in the Declarations; and
  - b. Within the coverage territory.
2. The coverage territory is:
  - a. The United States of America (including its territories and possessions);
  - b. Puerto Rico; and
  - c. Canada.



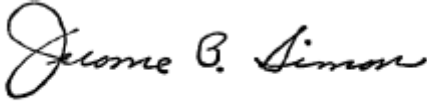
**N. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**


If any person or organization to or for whom we make payment under this coverage Part has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That person or organization must do everything necessary to secure our rights and must do nothing after loss to impair them. But you may waive your rights against another party in writing:

1. Prior to a loss to your Covered Property or Covered Income
2. After a loss to your Covered Property or Covered Income only if, at time of loss, that party is one of the following:
  - a. Someone insured by this insurance;
  - b. A business firm:
    - i) Owned or controlled by you; or
    - ii) That owns or controls you; or
  - c. Your tenant.

This will not restrict your insurance.

IN WITNESS WHEREOF, Maxum Casualty Insurance Company has caused this policy to be signed by its President and Secretary at Alpharetta, Georgia, but it is not binding unless signed on the Declarations Page by our Authorized Representative.

  
Secretary

  
President

**EXCESS OF LOSS COVERAGE PART  
(FOLLOW FORM)**

This Coverage Part is subject to the following terms, conditions, the Commercial Property Conditions, and any other forms and endorsements attached to this policy. Various provisions in this form may restrict coverage. Please read the entire policy carefully to determine your rights, duties and what is and is not covered.

**A. EXCESS INSURING AGREEMENT**

Subject to the limitations, terms and conditions contained in this policy or endorsed hereto, the Company agrees to indemnify our share of the excess loss or damage in any one occurrence hereunder up to the amount as shown in the Limit of Liability section of the Commercial Property Declarations for the Coverage Provided and Perils indicated by a check mark on the Commercial Property Declarations but only after the primary insurance and underlying excess of loss insurance has paid or agree to pay the full amount of their respective loss. We agree to follow the Primary Company's coverage form, however, if and when there are any differences between the primary insurance and this excess insurance, the provisions of this insurance apply.

**B. LIMIT OF LIABILITY**

The Company shall be liable to pay our share of loss up to the full amount of the Limit of Liability and Annual Aggregate, if any, shown on the COMMERCIAL PROPERTY DECLARATION page of this policy. The liability of the Company will not exceed this limit or amount irrespective of the number of locations involved.

The maximum recovery in any one occurrence for any coverage(s), additional or extension of coverage(s), cause of loss, or perils subject to a sublimit, shall be that sublimit provided by the primary and or underlying excess policies and in no event shall the Company be liable for any amount of loss or damage over the sublimit within the primary and or underlying excess policies for the coverage(s), additional or extension of coverage, cause of loss or perils to which that sublimit applies.

**C. MAINTENANCE OF UNDERLYING**

The policies and Limits of Liability of the Primary and Underlying Excess Insurance shall be maintained in full force and effect during the term of this insurance. If not, or if there is a change in the coverage of such primary or underlying, this insurance shall apply in the same manner as though such policies had been so maintained and unchanged.

**D. DEFINITIONS**

- a) Occurrence shall mean the sum of all losses caused by direct physical loss or damage to property insured hereunder directly occasioned by any one disaster, casualty, or series of losses, disasters, or casualties arising out of one event, irrespective of the number of locations involved, which occurs within the policy period and territory. The duration of any one loss occurrence will be limited to all loss sustained during any consecutive period of 72 hours from and by the same event except:
  - i. Any one loss occurrence as respects windstorm, hail, tornado, hurricane, named storm, and cyclone including ensuing collapse and water damage will be limited to 96 consecutive hours.
  - ii. Any one loss occurrence as respects riot, riot attending strike, civil commotion, looting, theft, vandalism, and malicious mischief, will be limited to a period of 72 consecutive hours.
  - iii. Any one loss occurrence as respects Earthquake, Earth Movement, Earthquake Sprinkler Leakage and fire following directly occasioned by the Earthquake (if covered) will be limited to 168 consecutive hours.

- b) Flood is defined in the Primary Company's insurance policy. We will follow that definition unless the Primary has no definition, in which case Flood means a general and temporary condition of partial or complete inundation of normally dry land areas due to:
1. Flood, surface water, rising water, waves, tides, tidal water, storm surge, tsunami, overflow of any body of water or their spray, all whether wind driven or not.
  2. Water that backs up from any sewer or drain; or water that leaks or flows from below the surface of the ground;
  3. Mudslides or mudflows that are caused by Flood as defined above.

All flooding in a continuous or protracted event will constitute a single Flood.

- c) Earthquake is defined in the Primary Company's insurance policy. We will follow that definition unless the Primary has no definition, in which case Earthquake means the sudden and natural faulting of land masses produced by seismic event(s) and not including subsidence, landslide, rock slide mudflow or mudslides, earth sinking, shifting or settling unless as a direct result of Earthquake. Earthquake does not include fire following. Earthquake also includes loss from "Volcanic Action", meaning direct loss or damage resulting from the eruption of a volcano when the loss or damage is caused by:
- i. Airborne volcanic blast or airborne shock waves;
  - ii. Ash, dust or particulate matter; or
  - iii. Lava flow.
- d) Annual Aggregate means the amount of insurance available and is the most we will pay for all loss or damage from occurrences for those peril or cause of loss specified in the COMMERCIAL PROPERTY

DECLARATION for the policy period regardless of whether the policy is longer or shorter than a 12 month period.

**E. PRIORITY OF PAYMENTS**

Any recoveries made under underlying insurance shall first apply to loss or damage not insured by excess insurance. Upon exhaustion of underlying insurance limits, the excess insurance shall step down and be liable for the loss in excess of the amount attributed to the underlying insurance as respects loss or damage insured there under subject to the excess insurance limit of liability and attachment.

**F. STEP DOWN**

The provisions of this clause shall not apply until the amount of loss, damage or expense arising out of any one occurrence exceeds the underlying insurance policy limit plus the applicable deductibles and waiting periods of the primary policy to which this policy is excess.

It is also understood that within the primary policy limit, certain coverages are subject to various sub-limits as per the attached Schedule of Sublimits.

There is no recovery under this excess policy as respects those coverages which are sublimited in the primary policy to which this policy is excess, nor for those coverages excluded in this excess policy; however, the Company recognizes that the primary policy limit can be eroded or exhausted, wholly or partially, by application of said sublimits. After application of the sublimits and priority of payments provision of the primary policy, this policy shall Stepdown directly over the amount of the primary policy limit remaining available for those coverages which are not sublimited in the primary policy nor excluded in this excess policy, subject to the limit of liability and attachment of this policy.

**G. ANNUAL AGGREGATE, DROP DOWN**

In the event Flood and or Earthquake annual aggregate limits of the primary policy are diminished, eroded, or exhausted in any one policy year, the coverage provided under this excess policy for Flood and/or Earthquake shall apply as excess of any

remaining limits, subject to the underlying deductibles. This provision does not increase the amount of insurance available in any one occurrence or for the policy period.

**H. NOTIFICATION OF CLAIMS**

The insured, upon knowledge of any occurrence likely to give rise to claim for loss or damage as covered herein shall give written notice to the Company as soon as practicable.

The insured will provide us with a signed and sworn proof of loss within 90 days of our request. We will provide you with the necessary forms.

All claims for loss or damage under this policy must be made and the Insured will submit final written proof of loss(es) within one year of policy expiration. Failure to do so shall invalidate claims for loss or damage hereunder.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement, effective **10/1/2011** at 12:01 A.M. Standard time, forms a part of Policy Number **MSP 6017087-01** issued to **Washington Counties Risk Pool** by Maxum Indemnity Company.

This endorsement modifies insurance provided for under the following:

**Excess - All Risk of Direct Physical Damage including Earthquake and Flood**

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**ASBESTOS ENDORSEMENT (SUBLIMITED)**

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**ASBESTOS COVERAGE**

This Policy only insures asbestos physically incorporated in an insured building or structure, and then only that part of the asbestos which has been physically damaged during the period of insurance by one of these Listed Cause of Loss or Perils:

Fire; Explosion, Lightning, Windstorm, Hail, Direct Impact of Vehicle, Aircraft or Vessel, Riot or Civil Commotion, Vandalism or Malicious Mischief, Accidental Discharge of Fire Protective Equipment, Named Windstorm, Earthquake, and Flood.

This coverage is subject to each of the following specific limitations:

1. The building or structure containing the asbestos must be insured under this Policy for loss or damage by that Listed Cause of Loss or Peril.
2. The Listed Cause of Loss or Peril must be the immediate, sole cause of the damage of the asbestos.
3. The Insured must report to the Company the existence and cost of the damage as soon as practicable after the Listed Cause of Loss or Peril first damaged the asbestos. However, this Policy does not insure any such damage first reported to the Underwriters more than 12 (twelve) months after the expiration, or termination, of the period of insurance.
4. Insurance under this Policy in respect of asbestos shall not include any sum relating to:
  - i) any faults in the design, manufacture or installation of the asbestos;
  - ii) asbestos not physically damaged by the Listed Peril including any governmental or regulatory authority direction or request of whatsoever nature relating to undamaged asbestos.
5. The maximum amount that the Company will pay in any 12 month period is **\$25,000**.

## **ASBESTOS EXCLUSION**

Except as set forth above, this Policy does not cover any loss, damage, cost, claim or expense, whether preventative, remedial or otherwise, directly or indirectly arising out of or relating to, regardless of any other cause or event that contributes concurrently or in any sequence to the loss, damage, cost, claim or expense from asbestos.

This clause applies regardless of any other cause or event that contributes concurrently or in any sequence to the loss, damage, cost, claim or expense.

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**Excess - All Risk of Direct Physical Damage including Earthquake and Flood**

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**BIOLOGICAL OR CHEMICAL MATERIALS EXCLUSION**

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**BIOLOGICAL OR CHEMICAL MATERIALS EXCLUSION**

This Policy does not insure against any loss, damage, claim, cost, expense or other sum directly or indirectly arising out of or relating to the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.

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This endorsement, effective **10/1/2011** at 12:01 A.M. Standard time, forms a part of Policy Number **MSP 6017087-01** issued to **Washington Counties Risk Pool** by Maxum Indemnity Company.

This endorsement modifies insurance provided for under the following:

**Excess - All Risk of Direct Physical Damage including Earthquake and Flood**

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**POLLUTION AND REMOVAL ENDORESMENT (SUBLIMITED)**

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**POLLUTION CLEAN UP AND REMOVAL COVERAGE**

This policy is extended to pay your expenses to extract "pollutants" from land or water if the release, discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused by or results from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the earlier of:

- a. The date of direct physical "loss"; or
- b. The end of the policy period.

The maximum amount that the Company will pay is up to \$25,000 sublimit for pollution clean up and removal in any one occurrence unless the direct loss and pollution clean up and removal expense exceed the applicable Limit of Insurance shown in the "Commercial Property Declarations" in which case that is the most we will pay. Additionally, \$25,000 is the maximum amount we will pay for all such Pollution expenses arising out of occurrences in any 12-month period.

**POLLUTION EXCLUSION**

Except as set forth above, this policy does not insure any loss or damage, claim, cost, expense or other sum directly or indirectly arising out of the discharge, dispersal, seepage, migration, release or escape of "pollutants". "POLLUTANTS" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.



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This endorsement modifies insurance provided for under the following:

**Excess - All Risk of Direct Physical Damage including Earthquake and Flood**

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SERVICE OF SUIT

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This endorsement modifies all coverage parts:

Pursuant to any statute of any state, territory or district of the United States which makes provision therefore, the Company hereby designates the Commissioner, Superintendent or Director of Insurance or other officer specified for that purpose in the statute, and his successor or successors in office, as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted in any Court of competent jurisdiction by or on behalf of the Insured or any beneficiary hereunder arising out of this contract of insurance, and hereby designates the person listed below as the person to whom said officer is authorized to mail such process or a true copy thereof:

**David Green**  
**VP General Counsel**  
**Maxum Specialty Insurance Group**  
**3655 North Point Pkwy.**  
**Alpharetta, GA 30005**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement, effective **10/1/2011** at 12:01 A.M. Standard time, forms a part of Policy Number **MSP 6017087-01** issued to **Washington Counties Risk Pool** by Maxum Indemnity Company.

This endorsement modifies insurance provided for under the following:

**Excess - All Risk of Direct Physical Damage including Earthquake and Flood**

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**EXCLUSION OF CERTAIN COMPUTER-RELATED LOSSES**

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The following exclusion is added:

This insurance does not apply to any claim or "suit" arising directly or indirectly out of, nor will we pay for any loss or damage to covered property from:

**A.** Any actual or alleged failure, malfunction or inadequacy of:

(1) Any of the following, whether belonging to any insured or to others:

- a. Computer hardware, including micro-processors
- b. Computer application software;
- c. Computer operating systems and related software;
- d. Computer networks;
- e. Microprocessors (computer chips) not part of any computer system; or
- f. Any other computerized or electronic equipment or components; or

(2) Any other products, and any services, data or functions that directly or indirectly use or rely upon, in any manner, any of the items listed in Paragraph A.(1) of this endorsement due to the inability to correctly recognize, process, distinguish, interpret or accept dates.

**B.** Any advice, consultation, design, evaluation, inspection, installation, maintenance, repair replacement or supervision provided or done by you or for you to determine, rectify or test for, any potential or actual problems described in Paragraph A. of this endorsement.

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This endorsement modifies insurance provided for under the following:

**Excess - All Risk of Direct Physical Damage including Earthquake and Flood**

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**MICROORGANISM EXCLUSION**

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**MOLD, MILDEW OR FUNGUS**

1. Except as set forth in paragraph Clause 2 below, this Policy does not insure against any loss, damage, claim, cost, expense or other sum directly or indirectly arising out of or relating to: mold, mildew or fungus

This exclusion applies regardless whether there is (a) any physical loss, damage or destruction of property insured; (b) any insured peril or cause, whether or not contributing concurrently or in any sequence; (c) any loss of use, occupancy, or functionality; or (d) any action required, including but not limited to repair replacement, removal, cleanup, abatement, disposal, relocation, or steps taken to address medical or legal concerns.

2. Notwithstanding the foregoing, this Policy insures physical loss, damage or destruction of property insured by mold, mildew or fungus when directly caused by a Listed Peril occurring during the Policy Period.

**LISTED PERILS**

Fire; lightning; explosion; windstorm or hail; smoke; direct impact of vehicle, aircraft or vessel; strike, riot or civil commotion; vandalism or malicious mischief; leakage or accidental discharge of fire protection equipment; collapse; falling objects; weight of snow, ice or sleet; theft, sudden and accidental discharge leakage, backup or overflow of liquids or molten material from confinement within piping, plumbing systems, tanks, equipment or other containment located at the insured "location"; "Earthquake"; "Flood."

This coverage is subject to all the limitations in this Policy and, in addition, to each of the following specific limitations:

- a. The property must otherwise be insured under this Policy for physical loss, damage or destruction by the Listed Peril.

- b. The Insured must report to the Insurer the existence and cost of the physical loss, damage or destruction by mold, mildew or fungus as soon as practicable, but no later than twelve (12) months after the Listed Peril first caused physical loss, damage or destruction of insured property during the Policy period. This Policy does not insure any physical loss, damage or destruction by mold, mildew or fungus first reported to the Insurer after that twelve (12) month period.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement, effective **10/1/2011** at 12:01 A.M. Standard time, forms a part of Policy Number **MSP 6017087-01** issued to **Washington Counties Risk Pool** by Maxum Indemnity Company.

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**Excess - All Risk of Direct Physical Damage including Earthquake and Flood**

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**TERRORISM EXCLUSION**

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**U.S. TERRORISM RISK INSURANCE ACT OF 2002 AS AMENDED; NOT PURCHASED CLAUSE**

*This Clause is issued in accordance with the terms and conditions of the "U.S. Terrorism Risk Insurance Act of 2002" as amended by the "Terrorism Risk Insurance Extension Act of 2005" and by the "Terrorism Risk Insurance Program Reauthorization Act of 2007" as summarized in the disclosure notice.*

The Company has made available coverage for "insured losses" directly resulting from an "act of terrorism" as defined in the "U.S. Terrorism Risk Insurance Act of 2002", as amended ("TRIA") as referenced above and the Insured has declined or not confirmed to purchase this coverage.

This Insurance therefore provides no coverage for loss or damage directly resulting from any "act of terrorism" as defined in TRIA except to the extent, if any, otherwise provided by this policy.

All other terms, conditions, insured coverage and exclusions of this Insurance including applicable limits and deductibles remain unchanged and apply in full force and effect to the coverage provided by this Insurance.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement, effective **10/1/2011** at 12:01 A.M. Standard time, forms a part of Policy Number **MSP 6017087-01** issued to **Washington Counties Risk Pool** by Maxum Indemnity Company.

This endorsement modifies insurance provided for under the following:

**Excess - All Risk of Direct Physical Damage including Earthquake and Flood**

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**WIND MINIMUM EARNED PREMIUM ENDORSEMENT**

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The following terms and conditions will apply to this policy:

1. If you cancel this policy, remove a location or reduce the amount of insurance on a location that is within 100 miles of the Atlantic Ocean and/or the Gulf of Mexico and/or the Hawaii Islands, and coverage existed any time during the period of June 1<sup>st</sup> to November 30<sup>th</sup> the amount of premium we will return will be the Unearned Premium for the location. The Unearned Premium is the annual premium for the policy (or for the location removed or coverage reduced, as applicable) multiplied by the Unearned Factor noted below. The location premium is the 100% annual rate multiplied by the location value as scheduled in the most current Statement of Values on file with the Company.
2. If a Location that is within 100 miles of the Atlantic Ocean and/or the Gulf of Mexico and/or the Hawaii Islands is added during the term of the policy and coverage exists at any time during the period of June 1<sup>st</sup> to November 30<sup>th</sup>, the rate will be calculated as 100% of the annual rate, less the Unearned Factor as calculated in No. 1 above based upon the number of days remaining in the policy term.
3. The provisions of this endorsement replace any short rate provision stipulated in this policy for all locations that are within 100 miles of the Atlantic Ocean and/or the Gulf of Mexico and/or the Hawaiian Islands and coverage existed any time during the period of June 1<sup>st</sup> to November 30<sup>th</sup>.

	<b>1 year Policy</b>
Days Policy In Force	Unearned Factor
1 to 180	20%
181 to 210	15%
211 to 240	10%
241 to 270	7.5%
271 to 300	5.0%
301 to 330	2.5%
331 to 365	0.0%

All other terms and conditions remain unchanged.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement, effective **10/1/2011** at 12:01 A.M. Standard time, forms a part of Policy Number **MSP 6017087-01** issued to **Washington Counties Risk Pool** by Maxum Indemnity Company.

This endorsement modifies insurance provided for under the following:

**Excess - All Risk of Direct Physical Damage including Earthquake and Flood**

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**OCCURRENCE LIMIT OF LIABILITY ENDORSEMENT**

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The following special terms and conditions apply to this policy:

1. The Limit of Liability or Amount of Insurance shown on the Declarations Page of this policy, or endorsed onto this policy, is the total limit of the Company's liability applicable to each occurrence. Notwithstanding any other terms and conditions of this policy, in no event shall the liability of the Company exceed this limit or amount, irrespective of the number of locations involved.
2. The premium for this policy is based upon the Statement of Values on file with the Company, or attached to this policy. In the event of loss hereunder, liability of the Company, subject to the terms of paragraph one (1) above, shall be limited to the least of the following:
  - A. The actual adjusted amount of loss, less applicable deductible(s).
  - B. 100% of the individually stated value for each schedule item of property insured, as shown on the latest Statement of Values on file with the Company, less the applicable deductible(s).
  - C. The Limit of Liability or Amount of Insurance shown on the face of this policy or endorsed onto this policy.

All other terms and conditions of this policy remain unchanged.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement, effective **10/1/2011** at 12:01 A.M. Standard time, forms a part of Policy Number **MSP 6017087-01** issued to **Washington Counties Risk Pool** by Maxum Indemnity Company.

This endorsement modifies insurance provided for under the following:

**Excess - All Risk of Direct Physical Damage including Earthquake and Flood**

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**OCCURRENCE DEFINITION ENDORSEMENT  
(With Hour Clauses)**

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The following special terms and conditions apply to this policy:

**DEFINITIONS:**

Occurrence shall mean the sum of all losses caused by direct physical loss or damage to property insured hereunder directly occasioned by any one disaster, casualty, or series of losses, disasters, or casualties arising out of one event, irrespective of the number of locations involved which occurs within the policy period and territory. The duration of any one loss occurrence will be limited as follows:

- a. Any one loss occurrence as respects windstorm, hail, tornado, hurricane, named storm, and cyclone including ensuing collapse and water damage will be limited to 96 consecutive hours.
- b. Any one loss occurrence as respects riot, riot attending strike, civil commotion, looting, theft, vandalism, and malicious mischief, will be limited to a period of 72 consecutive hours.
- c. Any one loss occurrence as respects Earthquake, Earth Movement, Earthquake Sprinkler Leakage and fire following directly occasioned by the Earthquake (if covered) will be limited to 168 consecutive hours.

All other terms and conditions remain unchanged.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement, effective **10/1/2011** at 12:01 A.M. Standard time, forms a part of Policy Number **MSP 6017087-01** issued to **Washington Counties Risk Pool** by Maxum Indemnity Company.

This endorsement modifies insurance provided for under the following:

**Excess - All Risk of Direct Physical Damage including Earthquake and Flood**

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**FLOOD A AND V COVERAGE LIMITATION**

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**FLOOD EXCLUDED AREAS**

This policy does not cover loss or damage to any covered property being wholly or partially located in an area designated by the National Flood Insurance Program as:

- A. A Special Flood Hazard Area as shown on a Flood Hazard Boundary Map or Flood Insurance Rate Map as Zone A, AO, A1-A30, AE, A99, AH, AR, AR/A, AR/AE, AR/AH, AR/AO, AR/A1-A30, V1-V30, VE, V, or
- B. A 100 year flood plain.



## Claims Reporting

All claims should be reported immediately. It is imperative that Maxum receive notice of a claim as soon as possible.

Claims must be reported to your agent for processing. **Maxum Indemnity Company does not take telephone reports.**

All legal notices should be sent to Maxum by fax, e-mail or overnight mail. Many states have limited time frames to file a responsive pleading, thus requiring overnight mail.

Legal notices can be sent to Maxum in the following ways:

**1. Fax**

Address to: Peter DeJesso, Claims Department and send fax to (678) 597-4501

**2. E-mail**

E-mail to: [claims@mxmsig.com](mailto:claims@mxmsig.com)

**3. U.S. Mail**

Address to:  
Peter DeJesso, Claims Department  
Maxum Indemnity Company  
3655 North Point Parkway, Suite 500  
Alpharetta, GA 30005