



TEXAS ASSOCIATION *of* COUNTIES
RISK MANAGEMENT POOL

***AUTO LIABILITY
COVERAGE DOCUMENT***

AUTO LIABILITY COVERAGE DOCUMENT

The Texas Association of Counties Risk Management Pool (Pool) exists to enable its members to purchase coverage against liability claims. This is not a contract of insurance, but is a Coverage Document evidencing liability coverage pursuant to the provisions of Chapters 791 and 2259 of the Texas Government Code and Chapter 119 of the Texas Local Government Code. Under this Coverage Document, political subdivisions and other members create and contribute to the Pool as an alternative to purchasing insurance from commercial insurance markets. While this Coverage Document is not commercial insurance, the Pool's Board of Directors has determined that certain first-party coverages may be offered herein for the purpose of mitigating or reducing potential liability exposures to the Named Member.

VARIOUS PROVISIONS IN THIS COVERAGE DOCUMENT RESTRICT COVERAGE. READ THE ENTIRE COVERAGE DOCUMENT CAREFULLY TO DETERMINE RIGHTS, DUTIES AND WHAT IS AND IS NOT COVERED.

The Contribution and Coverage Declarations (CCD) issued to the Named Member by the Pool is part of this Coverage Document, subject to the terms, conditions, definitions, exclusions, and sublimits contained in this Coverage Document, any endorsements, and the Interlocal Participation Agreement (IPA).

Words and phrases that are capitalized have special meaning. Refer to SECTION V-DEFINITIONS

SECTION I — LIABILITY COVERAGE

A. WHO IS COVERED

The following are Covered Persons:

1. The Named Member.
2. Anyone while using an Auto the Named Member owns, hires borrows, or temporarily uses as a substitute for an Auto the Named Member has removed from use due to its breakdown, repair, service, Loss or destruction, but only if that person is using the vehicle with the Named Member's permission; the use of the vehicle is within the scope of the Named Member's permission; except that the following are not Covered Persons:
 - a. The owner of an Auto the Named Member hires or borrows from one of the Named Member's Officials, employees, or Volunteers, or a member of his or her household.

- b. Anyone using an Auto while he or she is working in a business of selling, servicing, repairing, storing or parking Autos unless that business is the Named Member's.
 - c. The owner or lessee of whom the Named Member is a sub lessee of a Hired Auto or the owner of a Non-Owned Auto or any agent or employee of any such owner or lessee.
 - d. Anyone other than the Named Member's Officials, employees, or Volunteers, while moving property to or from an Auto.
3. Anyone liable for the conduct of a Covered Person described above, but only to the extent of that liability. However, the owner or anyone else from whom the Named Member hires or borrows an Auto is a Covered Person only if that Auto is a trailer connected to an Auto the Named Member owns.

To the extent that the Named Member's Officials, employees or Volunteers qualify as Covered Persons for a covered Accident, the coverage afforded by this Coverage Document applies to the individual liability of those persons, without regard to their, or the Named Member's, immunity from liability or Suit for that Accident.

B. COVERAGE EXTENSIONS

1. Supplementary Payments.

In addition to the Limits of Liability, the Pool will pay for the Covered Person:

- a. All expenses the Pool incurs.
- b. Up to \$250 for cost of bail bonds (including bonds for related traffic law violations) required because of an Accident the Pool covers. The Pool does not have to furnish these bonds.
- c. The cost of bonds to release attachments in any Suit the Pool defends, but only for bond amounts within the Pool's Limits of Liability.
- d. Reasonable expenses incurred by the Covered Person at the Pool's request in assisting the investigation or defense of a claim or Suit, including actual Loss of earnings up to \$100 a day because of time off from work.

- e. All costs taxed against the Covered Person in any Suit the Pool defends.
 - f. Pre-judgment interest awarded against the Covered Person on that part of the judgment the Pool pays. If the Pool makes an offer to pay the applicable limit of coverage, the Pool will not pay any pre-judgment interest based on that period of time after the offer.
 - g. All interest on the full amount of any judgment that accrues after entry of the judgment in any Suit the Pool defends; but the Pool's duty to pay interest ends when the Pool has paid, offered to pay or deposited in court the part of the judgment that is within the Pool's Limits of Liability.
 - h. Expenses incurred by a Covered Person for first aid to others at the time of an Accident, for Bodily Injury to which this Coverage Document applies.
2. Hired and Non-owned
- a. Hired Auto Liability- The Pool will provide limited coverage as set forth in this Coverage Document and the CCD for Bodily Injury or Property Damage arising out of the maintenance or use of a Hired Auto by Named Member or a Covered Person in the course of Named Member's business.
 - b. Non-owned Auto Liability- The Pool will provide limited coverage as set forth in this Coverage Document and the CCD for Bodily Injury or Property Damage arising out of the use of any Non-owned Auto by Named Member or a Covered Person in the course of Named Member's business.
 - c. When the Auto Liability section of the CCD refers only to Hired and Non-owned Liability, the limits of liability are excess as provided by Section IV, Conditions, R.
3. Supplemental Death and Benefit
- a. The Pool will pay to a Covered Person's Beneficiary a Supplementary Death Benefit in the amount of \$10,000 unless otherwise stated on the CCD because of death to the Covered Person:
 - (1) Caused by an Auto Accident; and

- (2) Sustained by a Covered Person while wearing a Seat Belt or protected by an Airbag.
 - b. The Pool will pay the benefit, if such death occurs within three years of the date of such Accident.
 - c. This Supplementary Death Benefit shall not be reduced by any other amounts paid or payable under this Coverage Document or other coverage or insurance for the Accident.
 - d. The Beneficiary must furnish the Pool with proof of death of the Covered Person, accompanied by a police report or other verifiable proof that the Covered Person was wearing a Seat Belt or protected by an Airbag at the time the Accident occurred.
 - e. No deductible applies.
4. Out of State Coverage
- a. The Pool will provide limited coverage as set forth in this Coverage Document for Auto Accidents occurring out of State if:
 - (1) A Covered Person is using an Auto within the Coverage Territory described in Condition S., below, but outside of the State of Texas, and
 - (2) The laws of that state, territory, or province require the Covered Person to maintain insurance with respect to the operation or use of that Auto within its borders, and
 - (3) The coverage provided by this Coverage Document differs in form, kind or amount from that required by said laws;
 - b. The Pool will:
 - (1) Increase the Limits of Liability specified in the CCD for this Out of State Coverage to the greater of either:
 - (a) The minimum limits specified by the law of the state, territory or province where the Auto is being used, or
 - (b) A combined single limit of liability of one million dollars (\$1,000,000.00) for all Damages because of Bodily Injury and Property Damage resulting from any one Accident, regardless of the number of Covered Persons under this Coverage Document, the number

of persons or organizations who sustain Bodily Injury or Property Damage, or the number of Autos to which this Coverage Document applies.

- (2) Provide the minimum forms or kinds of coverages, such as no-fault, as may be required and set forth by the laws by that state, territory or province, but only to the extent required by such laws.
 - c. The increased amount of out of State coverage will be in excess of any other valid and collectible insurance or coverage that may be available to the Covered Person.
 - d. The Pool will not pay anyone more than once for the same elements of Loss because of these extensions.
5. Mexico Coverage
- a. The Pool will provide limited coverage as set forth in this Coverage Document for Auto Accidents occurring in Mexico if:
 - (1) A Covered Person is using an Auto owned by the Named Member;
 - (2) The Auto is included in the schedule of vehicles attached to this Coverage Document;
 - (3) The Accident occurs within 25 miles of the United States border;
 - (4) The Auto is garaged in the United States; and
 - (5) The Auto is used for infrequent trips that do not exceed ten days for any single trip.

SECTION II — EXCLUSIONS

The coverage afforded by this Coverage Document does not apply to any of the following:

A. EXPECTED OR INTENDED INJURY

Bodily Injury or Property Damage expected or intended from the standpoint of a Covered Person.

B. CONTRACTUAL LIABILITY

Liability assumed under any contract or agreement, but this exclusion does not apply to liability for Damages that the Covered Person would have in the absence of the contract or agreement.

C. WORKERS' COMPENSATION

Any obligation for which the Covered Person or the Covered Person's insurer may be held liable under any workers' compensation, disability benefits or unemployment compensation law or any similar law.

D. EMPLOYEE INDEMNIFICATION AND EMPLOYER'S LIABILITY

Bodily Injury to:

1. An employee of a Covered Person arising out of and in the course of employment by the Covered Person; or
2. The spouse, child, parent, brother or sister of that employee as a consequence of paragraph A. above.

This exclusion applies:

1. Whether the Covered Person 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 the injury.

E. EMPLOYEE CAUSES INJURY TO FELLOW EMPLOYEE

Bodily Injury to an employee of a Named Member caused by a fellow employee of the Named Member and arising out of and in the course of the fellow employee's employment.

F. CARE, CUSTODY OR CONTROL

Property Damage to property owned or transported by a Covered Person or in a Covered Person's care, custody or control.

G. PRIVACY OR SECURITY EVENT LIABILITY AND EXPENSE COVERAGE

1. This Coverage Part does not provide coverage for any liability, Loss, penalty or expense arising directly or indirectly from any Privacy or Security Event.

2. For purposes of this exclusion the following terms have the following meanings:

Computer System means computers and associated input and output devices, data storage devices, networking equipment and backup facilities:

- a. Operated by and either owned by or leased to any Named Member or Covered Person; or
- b. Operated by a third party service provider and used to provide hosted computer application services to the Named Member or Covered Person or for processing, maintaining, hosting or storing the Covered Person's electronic data pursuant to a written contract with the Named Member or Covered Person for such services.

Personal Information means an individual's name in combination with one or more of the following:

- a. Information concerning the individual that constitutes nonpublic personal information as defined in the Gramm-Leach Bliley Act of 1999, as amended, and implementing regulations;
- b. Medical or health care information concerning the individual, including without limitation "protected health information" as defined in the Health Insurance Portability and Accountability Act of 1996, as amended, and implementing regulations;
- c. The individual's Social Security number, driver's license or state identification number, credit, debit, or other financial account numbers and associated security codes, access codes, passwords or personal identification numbers that allow access to the individual's financial account information; or
- d. Other nonpublic personally identifiable information, as protected under any local, state, federal or foreign law;

Provided, however, Personal Information does not include information that is lawfully available to the public, including without limitation information lawfully available from any Named Member or Covered Person or any local, state, federal or foreign governmental entity.

Privacy or Security Event means:

- a. The actual or reasonably suspected theft, Loss or unauthorized disclosure of or access to Personal Information in the care, custody or control of the Named Member or Covered Person or for which the

Named Member or Covered Person is legally responsible, regardless of whether such Personal Information is maintained in electronic, paper or any other format; or

- b. A violation or failure of the security of a Computer System, including but not limited to unauthorized access, unauthorized use, a denial of service attack or receipt or transmission of malicious code.

H. EMERGENCY MEDICAL SERVICE

With respect to Damages resulting from the ownership, maintenance or use of emergency medical service vehicles because of:

1. Bodily Injury resulting from the providing of or failure to provide medical services or other professional services;
2. Bodily Injury resulting from the furnishing of or failure to furnish food or drink in connection with such services; or
3. Bodily Injury or Property Damage resulting from the handling of corpses.

I. HANDLING OF PROPERTY

Bodily Injury or Property Damage resulting from the handling of the property:

1. Before it is moved from the place where it is accepted by a Covered Person for movement into or onto an Auto; or
2. After it is moved from an Auto to the place where it is finally delivered by a Covered Person.

J. MOVEMENT OF PROPERTY BY MECHANICAL DEVICE

Bodily Injury or Property Damage resulting from the movement of property by a mechanical device (other than a hand truck) unless the device is attached to an Auto.

K. OPERATIONS

Bodily Injury or Property Damage arising out of the operation of any equipment listed in paragraphs 6.b. and 6.c. of the definition of Mobile Equipment.

L. POLLUTION

Bodily Injury or Property Damage arising out of the discharge, dispersal, release or escape of pollutants into or upon land, the atmosphere, any watercourse or

body of water; but this exclusion does not apply if such discharge, dispersal, release, or escape is sudden and Accidental. Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, fuels, lubricants, chemicals, pesticides and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

M. NUCLEAR ENERGY

1. Nuclear reaction or radiation, or radioactive contamination, regardless of cause; or
2. The explosion of any weapon employing atomic fission or fusion.

N. WAR

Bodily Injury or Property Damage due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution.

O. STATE RESPONSIBILITY

To any claim, liability, Loss or Accident, for which the State of Texas:

1. Has the responsibility to pay or indemnify; or
2. Asserts a right to defend; or
3. Asserts a right to adjust, handle or settle.

SECTION III — LIMITS OF LIABILITY

A. WHAT THE POOL WILL PAY

Regardless of the number of Autos, Covered Persons, or vehicles involved in the Accident the Limits of Liability payable under this Coverage Document are as follows:

1. The Pool will pay all sums, up to the Pool's Limits of Liability as set forth in the CCD, a Covered Person legally must pay as Damages because of Bodily Injury or Property Damage to which this coverage applies, caused by an Accident and resulting from the ownership; maintenance or use of an Auto.
2. The maximum limits per person and per Accident as stated in the CCD is the maximum amount the Pool will pay for all claims arising out of an Accident.

3. The Pool has the right and duty to defend any Suit asking for such Damages. However, the Pool has no duty to defend Suits for Bodily Injury or Property Damage not covered by this Coverage Document. The Pool may investigate and settle any claim or Suit as the Pool considers appropriate. The Pool's duty to defend or settle ends when the applicable Limits of Liability has been exhausted by payment of judgments or settlements. The Pool's right to defend includes the right to select counsel to defend covered claims or Suits.

B. DEDUCTIBLE

The Named Member is wholly responsible for paying the entire Deductible shown in the CCD. A Covered Person, other than the Named Member, has no individual responsibility for paying any portion of the Deductible, and is fully covered for the amount of any liability not in excess of the Texas Tort Claims Limits, as referenced in Texas Civil Practices and Remedies Code Section 108.002.

At the option and discretion of the Pool, the Pool may pay all or part of the Deductible amount to effect settlement, and, upon notification to the Named Member, Named Member shall promptly reimburse the Pool for all expenditures. If the Pool pays any Claims Expenses which fall within the Deductible amount stated in the CCD or within this Coverage Document, the Named Member, upon notification, shall promptly reimburse the Pool for all expenditures.

All Bodily Injury and Property Damage resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one Accident.

SECTION IV — CONDITIONS

Unless otherwise indicated, this Auto Liability Coverage Document and all other forms and endorsements forming a part of this Coverage Document, are subject to the following Conditions:

A. APPLICATION AND AGREEMENTS

By acceptance of this Coverage Document, the Named Member agrees that the statements in the Application and Agreements are the Named Member's agreements and representations, that this Coverage Document is issued in reliance upon the truth of such representations and that this Coverage Document, the Pool's Bylaws, the Interlocal Participation Agreement between the Named Member and the Pool, and the Pool's duly adopted underwriting standards and criteria embody all agreements existing between the Named Member and the Pool or any of the Pool's agents relating to this Coverage Document.

B. UNINTENTIONAL FAILURE TO DISCLOSE

It is agreed that the Named Member's failure to disclose all hazards existing as of the inception date of this Coverage Document shall not prejudice a Covered Person with respect to the coverage afforded by this Coverage Document, if such failure or omission was not intentional.

C. COMPLIANCE WITH CONDITIONS

If any Covered Person breaches any condition or warranty of this Coverage Document, there shall be no coverage, including any obligation to defend, for any Covered Person as to the particular Accident or action in connection with the breach.

D. DELIVERY OF THIS COVERAGE DOCUMENT

Delivery of this Coverage Document to the Named Member shall be considered delivery to each Covered Person, and the Named Member is authorized by each Covered Person to accept delivery on the Covered Person's behalf.

E. CANCELLATION OR NON-RENEWAL

1. Either party to this Coverage Document may cancel or non-renew this Coverage Document by giving notice of such intent to the other party. The notice must be in writing and must be delivered by certified mail, return receipt requested via U.S. Mail to the other party. Except for notice of cancellation or non-renewal by the Pool for nonpayment of contributions, such notice must be given not less than sixty (60) days prior to the effective date of cancellation.
2. The Pool may, in the Pool's sole discretion, permit the Named Member, upon the Named Member's written request, to terminate this Coverage Document by giving the Pool not less than thirty (30) days' notice.
3. Notice of cancellation by the Named Member must be addressed to:

Texas Association of Counties Risk Management Pool
Attn: Member Services
P.O. Box 2131
Austin, Texas 78768
4. The Pool may cancel or non-renew this Coverage Document:
 - a. For nonpayment of contributions, unless other provision for payment has been made by express written agreement between the Named Member and the Pool;

- b. If there is an increase in risk or hazard within the Named Member's control which would result in an increase in the rate or amount of contribution;
 - c. For fraud in the obtaining of coverage;
 - d. If the Pool is placed in supervision, conservatorship, receivership and the cancellation is approved or directed by the supervisor, conservator or receiver;
 - e. If the Named Member does not implement risk management techniques required by the Pool during the initial coverage period, or if risk management techniques do not result in the Named Member's attaining a risk level sufficient to meet the Pool's underwriting criteria during the initial coverage period;
 - f. If the Interlocal Participation Agreement between the parties is terminated or the Named Member withdraws or is expelled from the Pool; or
 - g. For the Named Member's violation of any of the Named Member's other obligations under the Pool's Bylaws or the Interlocal Participation Agreement between the Named Member and the Pool.
- 5. If the Pool cancels this Coverage Document for nonpayment of contributions, such cancellation shall be effective at 12:01 a.m. on the 10th day following the Pool's placement of the notice of cancellation in the U.S. Mail. These Conditions do not waive or alter any other applicable provisions of the Pool's Bylaws or the Interlocal Participation Agreement between the Named Member and the Pool.
 - 6. Notice of cancellation by the Pool may be given to the county judge or presiding officer of the Named Member

F. RETAINED CONTRIBUTION PROPORTIONS

- 1. If this Coverage Document is terminated by the Named Member, the Pool shall retain the customary short rate proportion of the contribution.
- 2. If this Coverage Document is terminated by or on behalf of the Pool, the Pool shall retain the customary pro-rata proportion of the contribution.

G. CHANGES

This Coverage Document, the Pool's Bylaws, the Interlocal Participation Agreement between the Named Member and the Pool, and the Pool's duly-adopted underwriting standards and criteria constitute the agreements between the Named Member and the Pool concerning the coverage afforded. The Named Member is authorized to make changes in the terms of this Coverage Document only with consent of the Pool's duly-authorized representative. The Pool may make changes to this Coverage Document, as permitted by the Pool's Bylaws, the Interlocal Participation Agreement between the Named Member and the Pool, and/or the laws governing the creation and operation of the Pool. This Coverage Document's terms cannot be amended or waived orally. Any changes to the Pool's Bylaws, the Interlocal Participation Agreement between the Pool and the Named Member, or the Pool's underwriting standards or criteria are incorporated herein.

H. EXAMINATION OF THE NAMED MEMBER'S BOOKS AND RECORDS

The Pool may examine and audit the Named Member's books and records as they relate to this Coverage Document or as may be required for the administration of the Pool.

I. INSPECTIONS AND LOSS CONTROL

The Pool has the right but is not obligated to:

1. Make inspections and surveys at any time;
2. Make risk management appraisals of the Named Member's operations, policies, procedures, vehicles, personnel and/or facilities;
3. Require the Named Member to implement and follow risk management procedures or techniques established by the Pool to reduce risk sufficient to meet the Pool's underwriting criteria. Any inspections, surveys, reports or requirements relate only to the Named Member's eligibility for liability coverage and the contribution to be charged. The Pool does not make safety inspections. The Pool does not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public, nor does the Pool warrant that conditions:
 - a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.

This condition applies not only to the Pool, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

J. CONTRIBUTIONS

1. All contributions charged for this Coverage Document shall be computed in accordance with the Pool's rates and rating plans, as approved by the Pool's Board of Directors. The Named Member agrees to maintain records of all information that the Pool requires for computation of contributions, and to send copies of such records to the Pool at such times as the Pool reasonably requires.
2. The Named Member shall pay promptly all contributions or other payments to the Pool at such times and in such manner as shall be established by the Pool's Bylaws. Any delinquent payments shall be paid with interest as prescribed by the Pool's Bylaws.
3. The Named Member will be the payee for any return contributions or other payments the Pool pays.
4. If during the coverage period, there is a material change in the number or value of Autos owned or leased by the Named Member, the Named Member shall notify the Pool as soon as possible during the coverage period, and the Pool may, at its discretion, adjust the contribution for this Coverage Document, in accordance with the Pool's rates and rating plans, as approved by the Pool's Board of Directors. If the earned contribution thus computed exceeds the advance contribution paid, the Named Member shall pay the excess to the Pool; if less, the Pool shall refund or credit to the Named Member the unearned portion paid.

K. TRANSFER OF THE NAMED MEMBER'S RIGHTS AND DUTIES UNDER THIS COVERAGE DOCUMENT

1. The Named Member's rights and duties under this Coverage Document may not be transferred without the Pool's written consent, except in the case of death of an individual Covered Person.
2. If a Covered Person dies, his rights and duties will be transferred to his legal representative but only while acting within the scope of duties as his legal representative. Until that legal representative is appointed, anyone having proper temporary custody of the Covered Person's property will have his rights and duties but only with respect to that property.

L. DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

1. In the event of Accident, claim, Suit, or Loss, the Named Member and any Covered Person involved must give the Pool or the Pool's authorized representative prompt notice of the Accident or Loss. Include:

- a. How, when and where the Accident or loss occurred;
- b. The name and address of all Covered Persons involved; and
- c. To the extent possible, the names and addresses of any injured persons and witnesses.

If the Pool shows that failure to provide notice prejudices the Pool's defense, there is no liability coverage for any Covered Person under this Coverage Document.

2. Additionally, the Named Member and any other Covered Person involved must:

- a. Assume no obligation, make no payment or incur no expense without the Pool's consent, except at the Covered Person's own cost.
- b. Immediately send the Pool copies of any demand, notice, summons or legal paper received concerning the claim or Suit.
- c. Cooperate with the Pool in the investigation, settlement or defense of the claim or Suit.

3. No Covered Person will, without the Pool's written consent:

- a. Assume or admit any liability; or
- b. Waive, abridge, prejudice or fail to assert any right of sovereign or official immunity, limitation of liability, or other defense to liability for amounts otherwise payable under this Coverage Document.

4. In connection with any investigation the Pool may make regarding the applicability of this coverage for any claim or Suit under this Coverage Document, or the nature or extent of a claim or Suit payable under this Coverage Document, the Covered Person agrees to provide any relevant documents or records, submit to examination under oath at the Pool's request and give the Pool a signed statement of his or her answers, as often as the Pool may reasonably require.

M. LEGAL ACTION AGAINST THE POOL

No one may bring a legal action against the Pool under this Coverage Document until:

1. There has been full compliance with all the terms of this Coverage Document; and
2. The amount of the Covered Person's liability has been determined by a fully adversarial trial, or by a written agreement between the Covered Person, the claimant, and the Pool.
3. No one has the right under this Coverage Document to bring the Pool into an action to determine a Covered Person's liability.

N. TRANSFER OF RIGHTS OF RECOVERY AGAINST ANOTHER TO THE POOL

If any person or organization to or for whom the Pool makes payments under this Coverage Document has rights to recover Damages from another, those rights are transferred to the Pool. That person or organization must do everything necessary to secure the Pool's rights and must do nothing after an Accident or loss to impair them.

O. BANKRUPTCY

Bankruptcy or insolvency of a Covered Person or the Covered Person's estate will not relieve the Pool of any obligations under this Coverage Document.

P. CONCEALMENT, MISREPRESENTATION OR FRAUD

This Coverage Document is void in any case of fraud by a Covered Person relating to it. It is also void if the Named Member intentionally conceals or misrepresents a material fact concerning:

1. This coverage;
2. Any Auto;
3. The Named Member's interest in an Auto; or
4. A claim under this Coverage Document.

Q. LIBERALIZATION

If the Pool changes this Coverage Document to provide more coverage without additional contribution charge, the additional coverage will be effective as of the day indicated in the Pool's written notice of change to the Named Member.

R. OTHER COVERAGE OR INSURANCE

1. For any Auto the Named Member owns, this Coverage Document provides primary liability coverage. For any Hired Auto or Non-owned Auto used by the Named Member, the coverage provided by this Coverage Document is excess over any other collectible insurance. However, while an Auto which is a trailer is connected to another vehicle, the liability coverage this Coverage Document provides for the trailer is:
 - a. Excess while it is connected to a motor vehicle the Named Member does not own.
 - b. Primary while it is connected to a covered Auto the Named Member owns.
2. When this Coverage Document and any other coverage document or policy provide coverage on the same basis, either excess or primary the Pool will pay only the Pool's share which is the proportion that the Limits of Liability of this Coverage Document bears to the total of the limits of all the coverage forms and policies.

S. JURISDICTION AND VENUE

The validity and interpretation of this Coverage Document will be governed by the laws of the State of Texas. This Coverage Document is performable and enforceable in Travis County, Texas. The state courts in Travis County will be the sole and exclusive venue for any litigation, special proceeding, or other proceeding arising from the performance of this Coverage Document.

T. COVERAGE PERIOD, COVERAGE TERRITORY

Under this Coverage Document, the Pool covers Accidents and losses occurring:

1. During the Coverage Period shown in the CCD; and
2. Within the coverage territory.

The coverage territory is:

1. The United States of America;

2. The territories and possessions of the United States of America;
3. Puerto Rico;
4. Canada; and
5. Mexico, within 25 miles of the United States border subject to the Limits of Liability set forth in the CCD and Section III of this Coverage Document.

U. TWO OR MORE COVERAGE DOCUMENTS ISSUED BY THE POOL

If this Coverage Document and any other coverage document issued to the Named Member by the Pool apply to the same Accident, the aggregate maximum limits of liability under all such coverage documents shall not exceed the highest applicable limits of liability under any one coverage document. This condition does not apply to any coverage document issued by the Pool specifically to apply as excess insurance over this Coverage Document.

V. NO BENEFIT TO BAILEE-PHYSICAL DAMAGE COVERAGE

The Pool will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provisions of this Coverage Document.

W. DEFENSE, SETTLEMENT AND ALLOCATION OF DAMAGES

1. Subject to all of the provisions contained in this Coverage Document, the Pool has the right and duty to defend any Claim against the Member seeking Damages, even if a Claim is groundless, false or fraudulent. The Pool shall have the right to incur Claims Expenses and to make an investigation and settlement of any Claim or suit as may be deemed expedient by the Pool and the Pool may settle any Claim at its sole discretion and without the consent of the Member. The determination by the Pool as to any settlement and as to the reasonableness of settlements and Claims Expenses shall be conclusive on the Member. The Pool shall have the right, but not the obligation, to appeal any judgment adverse to the Member. Claims Expenses shall not be deducted from the Limits of Liability.
2. The Pool shall have no obligation to pay sums the Member shall become legally liable to pay as Claims or Damages that are not covered by this Coverage Document (including amounts in excess of any applicable sublimits) or to contribute to a settlement of any such Claims or Damages. In negotiating any settlement or Claim payment, the Pool shall have the right to request the Member make an appropriate contribution for uncovered Claims or Damages. If both Damages covered by this Coverage Document and Damages not covered by this Coverage Document are incurred or are

to be incurred because a Claim made against the Member or Damages sought from the Member includes both covered and uncovered matters, the Pool and the Member will use their best efforts to determine a fair and appropriate allocation of Damages between that portion of Damages that is covered under this Coverage Document and that portion of Damages that is not covered under this Coverage Document. The Pool and the Member will take into account the relative legal and financial exposures of, and relative benefits obtained in connection with the defense or settlement of, the Claim. In the event the Pool and the Member cannot reach an agreement as to an allocation of Damages, then the parties will each contribute the amount proposed by the Pool until a final amount is agreed upon or determined pursuant to the provisions of this Coverage Document and applicable law.

3. Upon written request to the Pool by Named Member for pre-Claim involvement of Pool prior to the formal existence of a Claim, the Pool has the right, but not the duty, to designate attorneys, investigators, or other persons to perform work and incur expenses on behalf of the Named Member where the Pool anticipates a Claim.
4. If, in the sole discretion of the Pool, employing the services of attorneys, investigators, or other persons to perform work and incur expenses on behalf of any Member, or the Pool, is deemed appropriate to protect Pool interests prior to the formal existence of a Claim, the Pool has the right, but not the duty, to employ persons as a Pool operational expense.
5. The Pool shall have the right, but not the duty, to monitor and participate in the defense of any investigatory, administrative or disciplinary proceeding relating to any Wrongful Act of the Member. Should the Pool elect to defend, monitor or participate under this provision, the election shall not constitute a waiver of any rights the Pool may have pursuant to any of the provisions of this Coverage Document.
6. If the Pool determines that the Limits of Liability under this Coverage Document may be insufficient to pay or settle any covered Claim or Claims, or if there are multiple or competing Claims against one or more Members, the Pool may, in its sole discretion, tender the remaining Limits of Liability available under this Coverage Document, either to the treasury of the Named Member, a person authorized to receive funds for the Named Member, or the registry of a court of competent jurisdiction and exhaust the Limits of Liability under this Coverage Document. Tender by the Pool of an amount that would exhaust the Limits of Liability shall terminate: (1) the Pool's liability to pay any amounts for unincurred Claims Expenses with regard to any Claim or Claims; (2) the Pool's duties to defend any Member from any Claim or Claims; and (3) the Pool's liability to pay any amount for Damages with regard to any Claim or Claims.

SECTION V — DEFINITIONS

The following definitions shall apply wherever used in this Coverage Document.

- A. **Accident** means any event or series of events resulting in direct and accidental loss or damage including continuous or repeated exposure to the same conditions resulting in Bodily Injury or Property Damage.
- B. **Airbag** means a functioning Airbag designed to protect the occupant of a seat in an Automobile.
- C. **Auto** means a land motor vehicle, trailer or semitrailer designed for travel on public roads (including any machinery or apparatus attached thereto), but does not include Mobile Equipment.
- D. **Beneficiary** means (in order of priority of payment):
 - 1. The surviving spouse if a resident in the same household as the deceased Covered Person at the time of the Accident, or
 - 2. If the deceased Covered Person is an unmarried minor, either of the surviving parents who had legal custody at the time of the Accident, or
 - 3. The estate of the deceased Covered Person.
- E. **Bodily Injury** means Bodily Injury, sickness or disease sustained by a person including death resulting from any of these.
- F. **Claims Expenses** means:
 - 1. Fees incurred by the Pool for an attorney designated by the Pool;
 - 2. All other fees, costs and expenses resulting from the investigation, adjustment, defense and appeal of a Claim, if incurred by the Pool, except for those fees, costs, and expenses of the employees of the Texas Association of Counties, or expenses of a Claims adjustment contractor for the Pool;
 - 3. Fees charged by any attorney designated by the Member with the written consent of the Pool, but only as to those fees incurred after receipt by Member of written consent from the Pool.
- G. **Covered Person** means any person or organization qualifying as a Covered Person in Section I, A. Who Is Covered provision of this Coverage Document. Except with respect to the Limits of Liability, the coverage afforded applies

separately to each Covered Person who is seeking coverage or against whom a claim or suit is brought.

- H. **Contributions and Coverage Declarations (CCD)** means the document that sets forth the specific indication of coverage, limits, and deductibles, Contributions and special provisions elected by each Named Member, including any modifications made by issuance of any amendatory CCD or endorsement.
- I. **Coverage Document** means this agreement between the Pool and Named Member, including any endorsements
- J. **Damages** means any amount, within the limits of liability, a Covered Person is legally obligated to pay. This includes settlements, judgements, related court costs, and interest on any judgement unless otherwise excluded in this Coverage Document.
- K. **Hired Auto** means any Auto not owned by Named Member or a Covered Person which is rented under contract to the Named Member or Covered Person for 14 days or less and used to conduct Named Member's business. This does not include any Auto Named Member or a Covered Person leases, hires or borrows from any of Named Member's employees or members of the employees' households.
- L. **Loss** means direct and Accidental loss or damage.
- M. **Mobile Equipment** means a vehicle that is not designated or used primarily to transport persons or property and that is only incidentally operated on a highway. The term includes the following:
 - 1. Bulldozers, farm machinery, ditch digging apparatus, well boring apparatus, forklifts and other vehicles designed for use principally off public roads;
 - 2. Vehicles maintained for use solely on or next to premises other than roads or streets, the Named Member owns or hires. However, any land motor vehicle, trailer or semi-trailer designed for travel on public roads (including any machinery or apparatus attached thereto) owned or hired by the Named Member is deemed an Auto and not Mobile Equipment if the only reason for considering it Mobile Equipment is that it is maintained for use exclusively on streets or highways owned by the Named Member.
 - 3. Vehicles that travel on crawler treads;
 - 4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

- a. Power cranes, shovels, loaders, diggers or drills; or
 - b. Road construction or resurfacing equipment such as graders, scrapers or rollers.
- 5. Vehicles not described in paragraphs 1, 2, 3, or 4 above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - b. Cherry pickers and similar devices used to raise or lower workers.
- 6. Vehicles not described in paragraphs 1, 2, 3, or 4 above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not mobile equipment but will be considered Autos:
 - a. Equipment designed primarily for:
 - (1) Snow removal;
 - (2) Road maintenance, but not construction or resurfacing; or
 - (3) Street cleaning;
 - b. Cherry pickers and similar devices mounted on Automobile or truck chassis and used to raise or lower workers; and
 - c. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting or well servicing equipment.
- N. **Named Member** means a county or other political subdivision so designated in the CCD.
- O. **Non-owned Auto** means any Auto Named Member borrows which is used in connection with Named Member's business. A borrowed Auto means an Auto owned by a Covered Person and used to conduct Named Member's business with Named Member's permission.

- P. **Official** means any duly-elected or appointed Official of the Named Member, but only while that person holds the office for which he or she was elected or appointed.
- Q. **Property Damage** means physical damage to or Loss of use of tangible property.
- R. **Seat Belt** means manual or automatic safety belts or seat and shoulder restraints.
- S. **Suit** means a civil judicial proceeding in which Damages are alleged due to personal injury or Property Damage. Suit includes arbitration proceedings and any other dispute resolution proceedings in which personal injury or Property Damage is alleged and in which the Covered Person participates with the Pool's consent.
- T. **Volunteer** means a person who is neither an Official nor an employee of the Named Member, who is performing some act or service on behalf of the Named Member, at the Named Member's request. Volunteer does not include independent contractors.



TEXAS ASSOCIATION *of* COUNTIES RISK MANAGEMENT POOL

AUTO PHYSICAL DAMAGE COVERAGE DOCUMENT

AUTOMOBILE PHYSICAL DAMAGE COVERAGE

Words and phrases that appear in bold face have special meaning. Refer to SECTION IV-DEFINITIONS

SECTION I - COVERED AUTOS

A. DESCRIPTION OF COVERED AUTOS

Upon renewal, the autos described in the schedule of vehicles for which a contribution charge is shown are covered by this Coverage Document.

B. AUTOS ACQUIRED AFTER THE COVERAGE DOCUMENT BEGINS

An auto acquired after the Coverage Document begins will be a covered auto for the coverage(s) shown on the CCD, only if:

1. The Pool already covers all autos owned by the Named Member for that coverage or if it replaces an auto previously owned that had that coverage; and
2. The Named Member notifies the Pool in writing within 30 days after the Named Member acquires the auto of its desire to cover it for that coverage.

SECTION II - PHYSICAL DAMAGE COVERAGE

A. COVERAGE

1. The Pool will pay for loss to a covered auto or its equipment under:

- a. Comprehensive Coverage. From any cause except:

- (1) The covered auto's collision with another object; or
 - (2) The covered auto's overturn.

- b. Collision Coverage. Caused by:

- (1) The covered auto's collision with another object; or
 - (2) The covered auto's overturn.

2. Glass Breakage - Hitting a Bird or Animal - Falling Objects or Missiles
The Pool will pay for the following under Comprehensive Coverage:

- a. Glass breakage;
 - b. Loss caused by hitting a bird or animal; and
 - c. Loss caused by falling objects or missiles.

However, the Named Member has the option of having glass breakage caused by a collision to be reimbursed under the auto's Collision Coverage.

3. Coverage Extension. The Pool will also pay up to \$20 per day to a maximum of \$600 for transportation expense incurred by the Named Member because of the total theft of a covered auto of the private passenger type. The Pool will pay only for those covered autos for which the Named Member carries Comprehensive Coverage. The Pool will pay for transportation expenses incurred during the period beginning 48 hours after the theft and ending when the covered auto is returned to use or the Pool has paid for its loss.
4. Rental Reimbursement. The Pool will reimburse Named Member in the event of loss to a covered auto for expenses incurred for the rental, not including any mileage or gasoline

charges, of a substitute auto of like kind and quality to the covered auto where the covered auto is unusable due to a covered loss. We will pay only for those expenses incurred during the coverage period beginning 24 hours after the loss and ending, regardless of the coverage period's expirations, with the lesser of the following number of days:

- a. The number of days reasonably required to repair or replace the covered auto; or
- b. 30 days.

Our payment is limited to the lesser of the following amounts:

- a. Necessary and actual expenses incurred; or
- b. \$2,500.00

This coverage does not apply while there are spare or reserve autos of like kind and quality to the covered auto available to Named Member for its operations.

5. Unattached Equipment. For losses to unattached equipment, the Pool will pay the lesser of \$10,000 or the actual cash value of the unattached equipment as of the time of the loss if the unattached equipment was:
 - a. used in the usual course and scope of the Named Member's business at the time of loss; and
 - b. unusable due to a covered loss to a covered auto.

B. EXCLUSIONS

1. The Pool will not pay for loss caused by or resulting from any of the following. Such loss is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.
 - a. Nuclear Hazard
 - (1) The explosion of any weapon employing atomic fission or fusion; or
 - (2) Nuclear reaction or radiation, or radioactive contamination, however caused.
 - b. War or Military Action
 - (1) War or Military Action
 - (2) 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
 - (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.
2. Other Exclusions
 - a. The Pool will not pay for loss to equipment or custom furnishings permanently installed in or to a covered auto unless the equipment or custom furnishing was:
 - (1) used in the usual course and scope of Named Member's business; and
 - (2) the value of the equipment or custom furnishing was reported to the Pool prior to the loss and included in the contribution of this coverage.
 - b. The Pool will not pay for loss caused by or resulting from any of the following unless

caused by other loss that is covered:

- (1) Wear and tear, freezing, mechanical or electrical breakdown;
- (2) Blowouts, punctures or other road damage to tires.

C. LIMITS OF LIABILITY

The Pool's maximum Limits of Liability from any one accident will not exceed the lesser of the Actual Cash Value of the covered auto at the time of loss or the cost of repairing or replacing the covered auto with one of like kind and quality.

D. DEDUCTIBLE

For each covered auto, the Pool's obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the CCD, except, the applicable deductible will be waived if Named Member elects to repair rather than replace damaged glass.

SECTION III - BUSINESS AUTO CONDITIONS

A. LOSS CONDITIONS

1. APPRAISAL FOR PHYSICAL DAMAGE LOSS

If the Named Member and the Pool disagree on the amount of loss, either may demand an appraisal of the loss. In this event each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If the Pool submits to an appraisal, the Pool will still retain its right to deny this claim.

2. DUTIES IN THE EVENT OF ACCIDENT OR LOSS

- a. In the event of accident or loss, the Named Member must give the Pool or the Pool's authorized representative prompt notice of the accident or loss. Include:

- (1) How, when and where the accident or loss occurred;
- (2) The Named Member's name and address; and
- (3) To the extent possible, the names and addresses of any witnesses.

- b. Additionally, the Named Member must:

- (1) Assume no obligation, make no payments or incur no expense without the Pool's consent, except at the Named Member's own cost.
- (2) Cooperate with the Pool in the investigation or settlement of the claim.

- c. If there is loss to a covered auto or its equipment, the Named Member must also do the following:

- (1) Promptly notify the police if the covered auto or any of its equipment is stolen.
- (2) Take all reasonable steps to protect the covered auto from further damage. Also keep a record of expenses for consideration in the settlement of the claim.
- (3) Permit the Pool to inspect the covered auto and records proving the loss before its repair or disposition.

- (4) Agree to examination under oath at the Pool's request and give the Pool a signed statement of the Named Member's answers.
3. **LEGAL ACTION AGAINST THE POOL**
No one may bring a legal action against the Pool under this Coverage Document until there has been full compliance with all the terms of this Coverage Document.
4. **LOSS PAYMENT — PHYSICAL DAMAGE COVERAGES**
At the Pool's option, the Pool may:
 - a. Pay for, repair or replace damaged or stolen property.
 - b. Return the stolen property at the Pool's expense. The Pool will pay for any damage that results to the auto from the theft; or
 - c. Take all or any part of the damaged or stolen property at an agreed or appraised value.
5. **TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO THE POOL**
If any person or organization to or for whom the Pool makes payment under this Coverage Document has rights to recover damages from another, those rights are transferred to the Pool. That person or organization must do everything necessary to secure the Pool's rights and must do nothing after accident or loss to impair them.

B. GENERAL CONDITIONS

1. **CONCEALMENT, MISREPRESENTATION OR FRAUD**
This Coverage Document is void in any case of fraud by the Named Member relating to it. It is also void if the Named Member intentionally conceals or misrepresents a material fact concerning:
 - a. This Coverage Document;
 - b. The covered Auto; or
 - c. The Named Member's interest in the covered Auto.
2. **LIBERALIZATION**
If the Pool revises this Coverage Document to provide more coverage without additional contribution charge, the Named Member's Coverage Document will automatically provide the additional coverage as of the day the revision is effective.
3. **NO BENEFIT TO BAILEE-PHYSICAL DAMAGE COVERAGES**
The Pool will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provisions of this Coverage Document.
4. **OTHER INSURANCE**
When this Coverage Document and any other Coverage Document or policy covers on the same basis, either excess or primary, the Pool will pay only the Pool's share. The Pool's share is the proportion that the Limit of Insurance of the Pool's Coverage Document bears to the total of the limits of all the Coverage Documents and policies covering on the same basis.
5. **COVERAGE PERIOD, COVERAGE TERRITORY**
Under this Coverage Document, the Pool covers accidents and losses occurring:
 - a. During the coverage period shown in the CCD; and
 - b. Within the coverage territory.

The coverage territory is:

- a. The United States of America;
- b. The territories and possessions of the United States of America;
- c. Puerto Rico;
- d. Canada; and
- e. Mexico — not to exceed 25 miles from the U.S. border.

The Pool also covers loss to, or accidents involving, a covered auto while being transported between any of these places.

6. **REPORTING PROVISION**

The Named Member agrees to furnish the Pool with an updated vehicle schedule. The schedule shall include a current listing of autos which are to be covered under the Coverage Document. The vehicle schedule shall be the basis for coverage for the upcoming coverage period and shall become a part of the Coverage Document. Additionally, the contribution for the upcoming coverage period shall be calculated using the updated vehicle schedule and rates in effect at the beginning of the coverage period.

7. **CANCELLATION**

The Named Member may cancel this Agreement by notice to the Pool; upon surrender of the Coverage Document the Pool shall refund short rate unearned paid contributions. The Pool may cancel this Agreement by giving the Named Member sixty days written notice; such notice shall state the pro rata unearned paid contribution, and if not tendered, will be refunded on demand.

SECTION IV — DEFINITIONS

- A. **Accident** includes continuous or repeated exposure to the same conditions resulting in a loss or damage.
- B. **Actual Cash Value** means the amount it would cost to repair or replace the Named Member's property, on the date of loss, with material of like kind and quality, with proper deduction for obsolescence and physical depreciation. Actual Cash Value is computed by subtracting the depreciation of the lost or damaged covered Auto from the actual replacement cost, using material of like kind and quality, of the covered Auto at the time of Loss.
- C. **Agreement** means the Interlocal Participation Agreement executed between the Pool and the Named Member, designating those coverages and deductibles elected by the Named Member, and incorporating the various Coverage Documents, the Declarations of Coverage, and any amendments to said Interlocal Participation Agreement.
- D. **Auto** means a land motor vehicle, trailer or semi-trailer designed for travel on public roads but does not include mobile equipment.
- E. **Contribution** means the amount paid by the Named Member to the Pool for this coverage.
- F. **Contributions and Coverage Declarations (CCD)** means the document that specifies the Named Member's coverage, limits of liability, deductibles and contributions and certain other conditions.
- G. **Course and Scope** means activity related to the furtherance of the affairs or business of the Named Member.

- H. **Coverage Document** means this Texas Association of Counties Risk Management Pool Automobile Physical Damage Program Coverage Document that sets forth in detail the exact coverage provided under the Agreement and which may be incorporated therein by reference, as amended from time to time.
- I. **Loss** means direct and accidental loss or damage.
- J. **Named Member** means the political subdivision or other member shown in the CCD.
- K. **Mobile Equipment** means any of the following types of land vehicles, including any attached machinery or equipment:
1. Bulldozers, farm machinery, forklifts and other vehicles designated for use principally off public roads;
 2. Vehicles maintained for use solely on or next to premises you own or rent;
 3. Vehicles that travel on crawler treads;
 4. Vehicles whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - a. Power cranes, shovels, loaders, diggers or drills; or
 - b. Road construction or resurfacing equipment such as graders, scrapers or rollers.
 5. Vehicles not described in paragraph 1, 2, 3, or 4 above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - b. Cherry pickers and similar devices used to raise or lower workers.
 6. Vehicles not described in paragraph 1, 2, 3, or 4 above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not mobile equipment but will be considered autos:
 - a. Equipment designed primarily for:
 - 1) Snow removal;
 - 2) Road maintenance, but not construction or resurfacing; or
 - 3) Street cleaning.
- L. **Pool** means the Texas Association of Counties Risk Management Pool.
- M. **Unattached Equipment** means equipment that is not permanently attached to your scheduled auto. This includes items used in the usual course and scope of Named Member's business such as but not limited to laptops, firearms, and medical equipment.



TEXAS ASSOCIATION *of* COUNTIES RISK MANAGEMENT POOL

LAW ENFORCEMENT LIABILITY COVERAGE DOCUMENT

LAW ENFORCEMENT LIABILITY COVERAGE

**THIS IS A CLAIMS MADE COVERAGE DOCUMENT.
PLEASE READ THE ENTIRE COVERAGE DOCUMENT CAREFULLY.**

The Texas Association of Counties Risk Management Pool (Pool) was and is created to enable each Member to purchase coverage against liability Claims. This is not a contract of insurance, but is an agreement for liability coverage pursuant to the provisions of Chapter 119 of the Texas Local Government Code, and under Chapters 791 and 2259 of the Texas Government Code. Under this agreement, political subdivisions create and contribute to a Pool as an alternative to commercial insurance markets.

Except as may otherwise be provided, the coverage provided by this Coverage Document is limited to only those Claims THAT ARE FIRST MADE AGAINST THE MEMBER DURING THE COVERAGE DOCUMENT PERIOD AND TIMELY REPORTED TO POOL.

The Contribution and Coverage Declarations (CCD) issued to the Named Member by the Pool is part of this Coverage Document, subject to the terms, conditions, definitions, exclusions, and sublimits contained in this Coverage Document, any endorsements, and the Interlocal Participation Agreement (IPA).

Words and phrases that are capitalized have special meaning. Refer to SECTION II-DEFINITIONS

SECTION I - CLAIMS MADE COVERAGE AGREEMENT: PAYMENT AND DEFENSE

In consideration of the Member's contribution to the Pool and in reliance upon the representations made by Member in the Application and any Renewal Application for this coverage, and subject to all provisions contained in this Coverage Document, including any endorsements, the Pool agrees as follows:

A. WHAT WE WILL PAY

The Pool will pay on behalf of the Member, subject to all provisions contained in this Coverage Document, including Section I.B., below, any sums which the Member shall become legally obligated to pay as Damages or Claims Expenses by reason of errors, omissions or negligent acts stated in a Claim, which arise out of the conduct of Law Enforcement Activities of Member and result in:

Personal Injury;
Bodily Injury;
Property Damage; or
Violation of Civil Rights

PROVIDED ALWAYS that the following are true:

1. Notice of Claim occurs during the Coverage Document Period;
2. Notice is provided by the Member to the Pool during the Coverage Document Period (or during the Optional Extended Reporting Period, if applicable);
3. The error, omission or negligent act for which Claim is first made happened during the Coverage Document Period or on or after the retroactive date in the CCD; provided, however that if the Wrongful Act happened before the Coverage Document Period, the Named Member did not give notice to any prior insurer or coverage provider; and
4. The Member had no knowledge or reason to believe at the inception of the Coverage Document Period or any extensions or renewals that any error, omission or negligent act was likely to result in a Claim being made against any Member.

B. DEFENSE, SETTLEMENT AND ALLOCATION OF DAMAGES

1. Subject to all of the provisions contained in this Coverage Document, including Sections I.B.4 and I.B.5, the Pool has the right and duty to defend any Claim arising out of the categories of conduct enumerated above brought against the Member, alleging an error, omission or negligent act and seeking Damages, even if a Claim is groundless, false or fraudulent. The Pool shall have the right to incur Claims Expenses and to make an investigation and settlement of any Claim or suit as may be deemed expedient by the Pool and the Pool may settle any Claim at its sole discretion and without the consent of the Member. The determination by the Pool as to any settlement and as to the reasonableness of settlements and Claims Expenses shall be conclusive on the Member. The Pool shall have the right, but not the obligation, to appeal any judgment adverse to the Member.
2. The Pool shall have no obligation to pay sums the Member shall become legally liable to pay as Claims or Damages that are not covered by this Coverage Document (including amounts in excess of any applicable sublimits) or to contribute to a settlement of any such Claims or Damages. In negotiating any settlement or Claim payment, the Pool shall have the right to request the Member make an appropriate contribution for uncovered Claims or Damages. If both Damages covered by this Coverage Document and Damages not covered by this Coverage Document are incurred or are to be incurred because a Claim made against the Member or Damages sought from the Member includes both covered and uncovered matters, the Pool and the Member will use their best efforts to determine a fair and appropriate allocation of Damages between that portion of Damages that is covered under this Coverage Document and that portion of Damages that is not covered under this Coverage Document. The Pool and the Member will take into account the relative legal and financial exposures of, and

relative benefits obtained in connection with the defense or settlement of, the Claim. In the event the Pool and the Member cannot reach an agreement as to an allocation of Damages, then the parties will each contribute the amount proposed by the Pool until a final amount is agreed upon or determined pursuant to the provisions of this Coverage Document and applicable law.

3. a. Upon written request to the Pool by Named Member for pre-Claim involvement of Pool prior to the formal existence of a Claim, the Pool has the right, but not the duty, to designate attorneys, investigators, or other persons to perform work and incur expenses on behalf of the Named Member where the Pool anticipates a Claim.

b. If, in the sole discretion of the Pool, employing the services of attorneys, investigators, or other persons to perform work and incur expenses on behalf of any Member or the Pool is deemed appropriate to protect Pool interests prior to the formal existence of a Claim, the Pool has the right, but not the duty, to employ persons as a Pool operational expense.
4. The Pool shall have the right, but not the duty, to monitor and participate in the defense of any investigatory, administrative or disciplinary proceeding relating to any Law Enforcement Activity of the Member. Should the Pool elect to defend, monitor or participate under this provision, this election shall not constitute a waiver of any rights the Pool may have pursuant to any of the provisions of this Coverage Document.
5. If the Pool determines that the Limits of Liability under this Coverage Document may be insufficient to pay or settle any covered Claim or Claims, or if there are multiple or competing Claims against one or more Members, the Pool may, in its sole discretion, tender the remaining Limits of Liability available under this Coverage Document, either to the treasury of the Named Member, a person authorized to receive funds for the Named Member, or the registry of a court of competent jurisdiction and exhaust the Limits of Liability under this Coverage Document. Tender by the Pool of an amount that would exhaust either the Limits of Liability or the Aggregate shall terminate: (1) the Pool's liability to pay any amounts for unincurred Claims Expenses with regard to any Claim or Claims; (2) the Pool's duties to defend any Member from any Claim or Claims; and (3) the Pool's liability to pay any amount for Damages with regard to any Claim or Claims.
6. Exhaustion of the amount designated as Aggregate in the CCD terminates: (1) the Pool's duties to defend any Member in connection with any Claims made against Member after the exhaustion of the Aggregate; and (2) the Pool's liability to pay any amounts for Claims Expenses or Damages for any Claims or Claims.
7. The Pool will provide, subject to the other provisions of the Coverage Document, a defense to a fraud, dishonesty, or malicious or criminal act or

omission Claim against a Member that is excluded under Section IV.A.2; provided, however that the Pool's obligation is limited to the defense of the Named Member or any Member not identified as the perpetrator of the fraud, dishonesty, or malicious or criminal act or omission. The Pool has no duty to indemnify any Member for sums the Member becomes legally obligated to pay as Damages if the Member consented to or had knowledge of the fraud, dishonesty, or malicious or criminal acts or omissions. All Claims against a Member identified as the perpetrator of the fraud, dishonesty, or malicious or criminal act or omission subject to Section IV.A.2 for Damages arising from the fraud, dishonesty, or malicious or criminal acts or omissions are specifically excluded from coverage.

8. Claims Expenses shall not be deducted from the Limits of Liability.

SECTION II - DEFINITIONS

- A. **Aircraft** means any machine capable of flight, including an airplane, helicopter, glider, balloon or aerial vehicle that is not controlled by a person from within or on the aerial vehicle.
- B. **Aggregate** means the Pool's total liability for Damages resulting from all Claims first made against the Members during the Coverage Document Period and shall not exceed the amount stated in the CCD as Aggregate regardless of the time when the Claim is paid. If the Member exercises the right to purchase the Optional Extension Coverage, the Aggregate limit for the Optional Extended Reporting Period shall be no more than that which remains of the Aggregate limit from the immediately preceding Coverage Document Period.
- C. **Bodily Injury** means physical injury to any person (including death) and mental anguish associated with or arising from a physical injury.
- D. **Civil Rights** means a person's rights under the United States constitution or any state constitution, or laws affording a right of action for Damages by reason of invasion of a Civil Right or liberty.
- E. **Claim** means a demand received by the Member specifically for money Damages, including punitive or exemplary Damages, against the Member.

Claims based on or arising out of the same error, omission, or negligent act or interrelated errors, omissions or negligent acts, involving one or more of the Members, shall be considered a single Claim, and a Claim so considered shall be deemed to have been made solely during the one Coverage Document Period which includes the time the Claim is initially made.

F. Claims Expenses means:

1. Fees incurred by the Pool for an attorney designated by the Pool;
2. All other fees, costs and expenses resulting from the investigation, adjustment, defense and appeal of a Claim, if incurred by the Pool, except for those fees, costs, and expenses of the employees of the Texas Association of Counties, or expenses of a Claims adjustment contractor for the Pool;
3. Fees charged by any attorney designated by the Member with the written consent of the Pool, but only as to those fees incurred after receipt by Member of written consent from the Pool; and
4. Expenses incurred where the Pool, in accordance with Section I.B.3.a. of this Coverage Document, responds to a written request by Named Member for pre-Claim involvement of the Pool prior to the formal existence of a Claim to perform work and incur expenses on behalf of the Named Member.

G. Contribution and Coverage Declarations (CCD) means the document that sets forth the specific indication of the coverage, limits and deductibles, Contributions and special provisions elected by each Member, including any modifications made by issuance of any amendatory CCD or endorsement.

H. Coverage Document means this agreement between the Pool and Member, including any endorsements.

I. Coverage Document Period means that one-year period designated in the CCD, unless otherwise specified, or the period as shortened by termination, if any.

If the Optional Extended Reporting Period coverage is purchased by the Member, it shall in no way increase the Coverage Document Period or any renewal, except that any Optional Extended Reporting Period shall be included in the previous Coverage Document Period for purposes of application of the Aggregate limit of the Pool's liability.

J. Damages means actual and compensatory money Damages only, including punitive damages, arising out of an error, omission or negligent act of Member, and does not include;

1. Penalties, fines, restitution of any kind or sanctions;
2. Attorney's fees and any costs, charges, fees or expenses of litigation if any are demanded from Member without an accompanying demand for other relief which would constitute Damages, or that portion of any attorney's fees and any costs, charges, fees or expenses of litigation demanded from Member which may be attributed or allocated to a Claim or any part of a Claim excluded under this

Coverage Document (including any part of a Claim that exceeds a sublimit imposed under this Coverage Document), to any demand for relief other than for actual or compensatory Damages, or to any demand or matter not covered under this Coverage Document.

- K. **Effective Date** means the date the Coverage Document becomes effective in a Coverage Document Period. The Effective Date of any renewal of this Coverage Document shall be considered the Effective Date of a new Coverage Document Period.
- L. **Law Enforcement Activity** means all activities performed within the scope of the official duties of the law enforcement officers, public employees, public officials, and volunteers of each Law Enforcement Department or Agency set forth in the CCD.
- M. **Limits of Liability** the Limits of Liability of the Pool for payment of Damages shall be the applicable Limit shown in the CCD under Limits of Liability.
- N. **Member** means only the following:
1. The Named Member;
 2. Each Law Enforcement Department or Agency named in the CCD and which is duly constituted and operating under the jurisdiction of the Named Member;
 3. The individual law enforcement officers or other employees or volunteers of each Law Enforcement Department or Agency set forth in the CCD as are regularly employed or officially engaged in Law Enforcement Activities for the Department or Agency.
 4. Other public officials, employees and volunteers of Named Member, excluding the District Attorney or the District Judge, but only with respect to a Claim or Claims arising out of errors, omissions or negligent acts of:
 - a. The Law Enforcement Departments or Agencies named in the CCD and only with respect to the activities of these persons while in furtherance of the Law Enforcement Activities of the Named Member; or
 - b. Public officials of the Named Member in the making of the decisions concerning the budgeting or other provision of county funds for the conduct of activities of Law Enforcement Departments or Agencies named in the CCD.
 5. The Juvenile Board, but only if the Juvenile Board serves only the Named Member's county. If the Juvenile Board serves more than one county, the Juvenile Board is a Member only if each county represented on the Juvenile Board is a Member of the Pool. The individuals serving on the Juvenile Board

are Members only if they are officials or employees or volunteers of the Named Member.

O. **Named Member** means a county or other political subdivision so designated in the CCD.

P. **Notice of Claim** means one of the following, whichever occurs first:

1. For a lawsuit against the Member, notice of the suit by service of process or otherwise; or
2. The Member obtains or receives knowledge or reason to believe that any error, omission or negligent act may reasonably be expected to result in a Claim.

Q. **Optional Extension Coverage** means the optional coverage that may be purchased if the Pool, or the Named Member, cancels or refuses to renew this Coverage Document, subject to the conditions as set forth in Section VI of this Coverage Document.

R. **Optional Extended Reporting Period** means the period for which the Named Member elects to purchase Optional Extension Coverage.

S. **Personal Injury** means:

1. False arrest, false imprisonment, wrongful detention, wrongful eviction, wrongful entry or other invasion of the right of private occupancy, or malicious prosecution;
2. Wrongful or improper service of process; and
3. Libel, slander, defamation of character, or violation of an individual's right of privacy.

T. **Pool** means the Texas Association of Counties Risk Management Pool.

U. **Property Damage** means:

1. Physical injury to or destruction of tangible property, including the loss of use; or
2. Loss of use of tangible property which has not been physically injured or destroyed;

excluding effects on any real or personal property, whether direct or indirect or consequential, which do not constitute physical injury, destruction or loss of use of property.

SECTION III – LIMITS OF LIABILITY

The following Limits of Liability apply unless otherwise stated on the CCD.

A. LIMITS OF LIABILITY

Regardless of the number of:

1. Members involved in a Claim,
2. Persons or entities who sustain Damages, or
3. Claims made,

exhaustion of the Limits of Liability shown in the CCD shall terminate the Pool's liability to pay any Damages or Claims Expenses. The Pool shall never be required to pay Damages in excess of the applicable Limits of Liability shown in the CCD in connection with any Claim or Claims.

Claims based on or arising out of the same or related acts, errors, omissions or events involving one or more Members shall be considered a single Claim and only one deductible and one Limits of Liability shall be applicable to the Claim. If Member has, or is a beneficiary of, other Coverage Documents through the Pool, the Pool shall not be required to pay an amount in excess of the appropriate Limits of Liability shown in the CCD in connection with any Claim. The Pool and the Named Member agree that Pool coverage does not combine with respect to payment of Damages or Claims Expenses.

The Pool's total liability for Damages for all Claims during any one Coverage Document Period shall never exceed the Aggregate stated in, Limits of Liability, of the CCD.

Tender by the Pool of an amount that would exhaust either the Limits of Liability for any Claim or the Aggregate Limits of Liability applicable to all Claims to the treasury of the Named Member, a person authorized to receive funds for the Named Member, or the registry of a court of competent jurisdiction, shall terminate the Pool's liability to pay any amounts for Damages or Claims Expenses with regard to the Claim or Claims.

B. SUPPLEMENTARY PAYMENTS

The Pool will pay, in addition to the applicable Claims Expenses and the Limits of Liability, as shown in CCD:

1. Expenses incurred by the Texas Association of Counties employees, or Claims adjustment contractors in the monitoring and supervision of Claims;

2. Interest, but only on that portion of any judgment which does not exceed the Pool's Limits of Liability , which accrues after entry of the judgment and before the Pool has paid or tendered or deposited into the court registry that portion of the judgment which is the Pool's liability;
3. Up to \$250 per bond premium on appeal bonds in any suit defended by the Pool and up to \$250 premium on bonds to release attachments in any suit, for an amount not in excess of the Limits of Liability. However, in accordance with its discretionary right to appeal, the Pool shall have the right, but not the obligation, to apply for or furnish any appeal bond.

C. DEDUCTIBLE

The Pool will pay only those Damages and Claims Expenses, with regard to a Claim, which are in excess of the Deductible amounts stated in the CCD. The Deductible amount stated in the CCD shall be borne by Named Member and shall not be borne by the Pool. The Named Member is wholly responsible for paying the entire Deductible shown in the CCD. A Member, other than the Named Member, has no personal responsibility for paying any portion of the Deductible, and is fully covered for the amount of any liability not in excess of \$100,000, as referenced in Texas Civil Practices and Remedies Code Section 108.002.

At the option and discretion of the Pool, the Pool may pay all or part of the Deductible amount to effect settlement, and, upon notification to the Named Member, Named Member shall promptly reimburse the Pool for all expenditures. If the Pool pays any Claims Expenses which fall within the Deductible amount stated in the CCD, the Named Member, upon notification, shall promptly reimburse the Pool for all expenditures.

The Deductible amount stated in the CCD shall be applicable to each Claim and request for pre-Claim assistance under Section I.B.2.a involving each Member and shall include payments for Damages and Claims Expenses.

SECTION IV - EXCLUSIONS

A. THIS COVERAGE DOCUMENT DOES NOT APPLY TO:

Claims arising out of, in whole or in part, directly or indirectly, or arising in concurrent cause with the following:

1. The ownership, operation, management, use, control, repair, maintenance, demonstration, loading or unloading, or entrustment to others of any motor vehicles of any kind, Aircraft, watercraft, or any motor driven equipment, and any policies, practices, customs, usages or procedures related to the above.
2. Fraud, dishonesty, or malicious or criminal act or omission of any Member who committed, consented to, or had knowledge of the fraud, dishonesty, or