



## CSD Pool Auto Physical Damage Coverage Form

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## 1. COVERED AUTOS

- A. With respect to any **Auto** on which the **Member District's** schedule specifies “**Auto Physical Damage Coverage**” when contribution is paid, the Colorado Special Districts Property and Liability Pool (**CSD Pool**) will pay for loss to **Covered Autos** which occurs during the coverage period while the Covered **Auto** is within the Coverage Territory.

## 2. COVERAGES

- A. The CSD Pool will pay for loss to a Covered Auto or its equipment under:

1. **Other than Collision Coverage.** From any cause except:
  - a. The covered **Auto's Collision** with another object; or
  - b. The covered **Auto's** overturn.
2. **Collision Coverage caused by:**
  - a. The covered **Auto's Collision** with another object; or
  - b. The covered **Auto's** overturn
3. **Glass Breakage - Hitting a Bird or Animal - Falling Objects or Missiles:**

If the **Member District** carries **Other than Collision** Coverage for the damaged covered **Auto**, the **CSD Pool** will pay for the following under **Other than Collision** Coverage: glass breakage;

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

However, the **Member District** has the option of having glass breakage caused by a Covered **Auto's Collision** or overturn considered a loss under **Collision** Coverage.

If the **Member District** is able to repair a chip or crack in the Covered **Auto's** windshield, and that Covered **Auto** is covered for **Other than Collision** Coverage with the **CSD Pool**, the **CSD Pool** will waive the **Other than Collision** Coverage deductible and pay up to \$50 for such repair.

4. **Licensed for Road Use Mobile Equipment**

The CSD Pool will pay for loss to Covered Mobile Equipment which occurs during the coverage period while the Covered Mobile Equipment is



within the Coverage Territory; subject, however to a Sub-Limit of \$100,000, which shall be applied to contractor's equipment, whether rented, leased, or hired, unless limits are increase and contribution has been paid.

### 3. COVERAGE EXTENSIONS

#### A. Newly Acquired Autos

1. Newly acquired **Autos** must be reported to the **CSD Pool** within thirty (30) days of acquisition. The **CSD Pool** will pay for the loss to a newly acquired Auto as a **Covered Auto** when it is added to the **Member District's** schedule. However, the **CSD Pool** will pay for a loss to a newly acquired Auto that has not yet been reported to the **Pool** for the first thirty (30) days after acquisition as a **Covered Auto** if the Member District carries **Other than Collision** and **Collision Coverage** for all its scheduled vehicles.

#### B. Transportation Expense

The **CSD Pool** will pay up to \$35 per day to a maximum of \$1,000 for transportation expense incurred by the Member District because of the total theft or if considered total loss of a Covered Auto of the private passenger type. The **CSD Pool** will pay only for those Covered Autos for which the Member **District** carries **Other than Collision** Coverage. The **CSD Pool** will pay for transportation expenses incurred during the period beginning 48 hours after the theft or accident and ending, regardless of the coverage document's expiration, when the Covered **Auto** is returned to use or the **CSD Pool** has paid for its loss.

#### C. Hired Auto Physical Damage

For **Hired Auto** Physical Damage, the **CSD Pool** will pay expenses for which the **Member District** becomes legally responsible to pay for loss of use of an **Auto** leased, hired, rented or borrowed without a driver, under a written rental contract or agreement, regardless if the **Member District** has scheduled vehicles. The **CSD Pool** will pay up to \$35 per day to a maximum of \$1,000, subject to the limitations in Sections 6.A. and 9.B.2. of this Coverage Form.

#### D. Employee Deductible Reimbursement

If an employee's **Auto** is damaged while performing job duties for the

**Member District**, the **CSD Pool** will reimburse the employee up to \$2,500 for their personal **Auto** insurance's **Other than Collision** deductible or **Collision** deductible. If the employee's **Auto** is not insured for physical damage, then the **CSD Pool** will pay up to \$2,500 for necessary repairs or replacement of the **Auto** on an **Actual Cash Value** basis.

This extension of coverage is subject to the approval of the **Member District**.

#### E. Freezing Coverage for Emergency Vehicles

The **CSD Pool** will pay for loss caused by or resulting from freezing to permanently attached special equipment common to a fire rescue emergency vehicle; unless the loss is caused by failure to properly maintain such special equipment. Special equipment includes but is not limited to pumps, gauges, and tanks. The **CSD Pool** will not pay for loss caused by or resulting from freezing to an emergency vehicle's engine. The **CSD Pool** will pay only for those losses which the **Member District** carries **Other than Collision** and **Collision** coverage and value reported is 100% replacement cost.

## 4. EXCLUSIONS

The **CSD Pool** will not pay for loss caused by or resulting from any of the following and such loss is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss:

- A. Nuclear reaction, nuclear radiation, or radioactive contamination, all whether controlled or uncontrolled, and whether such loss be direct or indirect, proximate, or remote; or be in whole or in part caused by, contributed to, or aggravated by the peril(s) insured against in this Coverage Document; except:
  - 1. if fire ensues, liability is specifically assumed for direct loss by such ensuing fire but not including any loss due to nuclear reaction, nuclear radiation, or radioactive contamination;
  - 2. the CSD Pool shall be liable for loss or damage caused by sudden and accidental radioactive contamination including resultant radiation damage for each occurrence from material used or stored or from processes conducted on insured premises provided at the time of loss there is neither a

nuclear reactor capable of sustaining nuclear fission in a self-supporting chain reaction nor any new or used nuclear fuel on the insured premises;

- B. Hostile or warlike action in time of peace or war, including action in hindering, combating, or defending against an actual, impending, or expected attack:
  - 1. by any government or sovereign power (de jure or de facto) or by any authority maintaining or using military, naval, or air forces;
  - 2. or by military, naval, or air forces;
  - 3. or by an agent of any such government, power, authority, or forces;
- C. any weapon employing atomic fission or fusion;
- D. rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating, or defending against such occurrence; or
- E. seizure or destruction by order of public authority, except destruction by order of public authority to prevent the spread of, or to otherwise contain, control or minimize loss, damage or destruction which occurs due to a peril insured against under this Coverage Document.

## **5. OTHER EXCLUSIONS:**

The **CSD Pool** will not pay for loss caused by or resulting from any of the following unless caused by other loss that is covered by this insurance:

- A. Wear and tear, mechanical or electrical breakdown; or
- B. Freezing, except for loss caused by or resulting from freezing to permanently attached special equipment common to a fire rescue emergency vehicle as further set forth in section III. 4. above. The CSD Pool will not pay for loss to a vehicle's engine caused by freezing; or
- C. Blowouts, punctures or other road damage to tires.

## **6. LIMIT OF INSURANCE**

- A. As respect to Hired Autos the most the CSD Pool will pay for any loss in any one occurrence is the lesser of:
  - 1. The Actual Cash Value of damaged or stolen property as of the time of the loss; or
  - 2. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality, or
  - 3. \$50,000.00 or an alternatively scheduled limit.

B. As respect to owned or scheduled Autos the most the CSD Pool will pay for loss in any one occurrence is the lesser of:

1. The Actual Cash Value of damaged or stolen property as of the time of the loss; or
2. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

C. For Covered Autos designated on the Member District's Auto schedule as being insured on a Replacement Cost basis, and subject to payment of the appropriate contribution as designated by the CSD Pool, the most the CSD Pool will pay for loss in any one occurrence is the least of:

1. The cost of repairing the damaged property; or
2. The cost to replace a part or parts of the damaged property at the time of the loss with a part or parts of like kind and quality, without deduction for depreciation; or
3. The cost to replace the entire Covered Auto and its permanently attached equipment as of the time of the loss with a comparable new Auto and permanently attached equipment manufactured to current specifications or standards set by nationally recognized organizations such as NFPA or the U.S. Department of Transportation; or
4. The limit stated in the schedule or coverage form as applicable to the damaged or stolen property.

In the event the estimated cost to repair a damaged **Covered Auto** exceed 75% of the limit shown in the **Member District's** schedule of vehicles as the **Replacement Cost**, and the **Member District** chooses not to accept payment under paragraphs C.1. or C.2. above, the **CSD Pool** will pay the lesser of the amounts due the **Member District** under paragraphs C.3. or C.4. above. Should the **CSD Pool** make settlement under C.3. or C.4. above, the **CSD Pool** shall have the rights to all recovery and salvage.

With respect to owned or leased **Autos** the **Member District** acquires after the coverage period begins and not described in the **Member District's Auto** schedule, the most the **CSD Pool** will pay is the least of the amounts due under paragraphs C.1., C.2., or C.3. above.

D. For Covered Autos designated on the Member District's Auto schedule as being insured on an Agreed Value basis, and subject to payment of the appropriate contribution as designated by the CSD Pool, the most the CSD Pool will pay for

loss in any one occurrence is the amount to repair or the agreed amount stated on the Member District's Auto schedule whichever is less.

## 7. DEDUCTIBLE

For each Covered Auto, the CSD Pool's obligation to pay for, repair, return or replace the damaged or stolen Covered Auto will be reduced by the applicable deductible shown in the Member District's schedule and subject to the following:

- A. For claims involving losses to more than five **Covered Autos** in a single occurrence, the deductible for the losses will be limited to the deductibles on the five vehicles with the largest deductibles.
- B. Any Other than Collision Coverage deductible shown in the schedule does not apply to loss caused by fire or lightning.

## 8. BUSINESS AUTO CONDITIONS

The following conditions apply in addition to the Coverage Document Common Terms and Conditions:

Loss Conditions:

### A. Appraisal for Physical Damage Loss

If the Member District and the CSD Pool disagree on the amount of loss, either may demand an appraisal of the loss. In this event, the Member District and CSD Pool will each 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. The Member District and CSD Pool will each:

1. Pay its chosen appraiser; and
2. Bear the other expenses of the appraisal and umpire equally.

If the **CSD Pool** submits to an appraisal, the **CSD Pool** will still retain the right to deny the claim.

### B. Duties in the Event of Accident, Claim, Suit or Loss



1. In the event of an occurrence, accident, claim, suit or loss, the Member District must give the CSD Pool or its authorized representative prompt notice of the occurrence or loss and information related thereto, including:
  - a. How, when and where the occurrence, accident or loss occurred;
  - b. The Member District's name and address;
  - c. To the extent possible, a description of the property involved; and
  - d. To the extent possible, the names and addresses of any injured persons and witnesses.
  
2. Additionally, the Member District and any other involved Member must:
  - a. Assume no obligation, admit no liability, make no payment or incur no expense without the CSD Pool's consent, except at the
  - b. Member District's own cost; ii. Immediately send the CSD Pool copies of any request, demand, order, notice of claim, summons, or other notice or legal paper received concerning the claim or suit;
  - c. Cooperate with the CSD Pool in the investigation, settlement or defense of the claim or suit;
  - d. Authorize the CSD Pool to obtain medical records or other pertinent information; and
  - e. Submit to examination, at the CSD Pool's expense, by physicians of the CSD Pool's choice, as often as they reasonably require.
  
3. If there is loss to a Covered Auto or its equipment, the following must also be done:
  - a. Promptly notify the police if the Covered Auto or any of its equipment is stolen;
  - b. Take reasonable steps to protect the Covered Auto from further damage. Also keep a record of expenses for consideration in the settlement of the claim;
  - c. Permit the CSD Pool to inspect the Covered Auto and records proving the loss before its repair or disposition; and
  - d. Agree to examinations under oath at the CSD Pool's request and give the CSD Pool a signed statement of answers.

#### C. Legal Action Against the CSD Pool

No **Member District** may bring a legal action against the **CSD Pool** under this Coverage Part until:

1. There has been full compliance with all the terms of this Coverage Part; and
2. Under Liability Coverage, the CSD Pool agrees in writing that the Member District has an obligation to pay or until the amount of that obligation has finally been determined by judgment after trial.

No person or organization has the right under this coverage document to bring the CSD Pool into an action to determine the Member District's liability, nor shall the CSD Pool be impleaded by the Member District or the Member District's representatives without the CSD Pool's consent.

#### D. Loss Payment – Physical Damage Coverages

At the **CSD Pool's** option it may:

1. Pay for, repair or replace damaged or stolen property;
2. Return the stolen property, at the CSD Pool's expense. The CSD Pool will pay for any damage that results to the Covered Auto from the theft; or
3. Take all or any part of the damaged or stolen property at an Agreed Value or appraised value.

#### E. Transfer of Rights of Recovery against Others to the CSD Pool

If any person or organization to or for whom the **CSD Pool** makes payment under this Coverage Part has rights to recover damages from another, those rights are transferred to the **CSD Pool**. That person or organization must provide all cooperation and do everything else necessary to secure the **CSD Pool's** rights and must do nothing after occurrence or loss to impair them.

## 9. GENERAL CONDITIONS

#### A. No Benefit to Bailee – Physical Damage Coverage

The **CSD 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 provision of this Coverage Part.

#### B. Other Insurance

1. For any Covered Auto the Member District owns, this Coverage Part provides primary insurance. For any Covered Auto the Member District does not own, the coverage provided by this Coverage Part is excess over any other collectible coverage;

2. For Hired Auto Physical Damage coverage, any Covered Auto the Member District leases, hires, rents or borrows is deemed to be a Covered Auto the Member District owns. However, any Auto that is leased, hired, rented or borrowed with a driver is not a Covered Auto;
3. Regardless of the provision of paragraph (a) above, the Public Entity Liability Coverage provided hereunder is primary for any liability assumed under an Insured Contract;
4. When this Coverage Part and any other Policy or Policies covers on the same basis, either excess or primary, the CSD Pool will pay only its share. The CSD Pool's share is the proportion that the Limit of Coverage of the Member District's coverage bears to the total of the limits of all the Coverage Documents and Policies covering on the same basis.

#### C. Coverage Period, Coverage Territory

Under this Coverage Section, the **CSD Pool** covers occurrences and losses occurring:

1. During the policy period shown in the Coverage Form; and
2. Within the coverage territory.

The coverage territory is:

This Coverage Document covers within the 50 states comprising the United States of America, the District of Columbia, Puerto Rico, the Virgin Islands, Canada and all other Countries unless listed under embargoes or sanctions in force by the United States of America.

The **CSD Pool** also covers losses to, or occurrences involving, a **Covered Auto** while being transported between any of these places.

## 10. DEFINITIONS

**Actual Cash Value** means cost to replace the Covered Auto with like kind and quality or replace with new less depreciation.

**Agreed Value** means the value of the vehicle as determined by agreement between the CSD Pool and the Member District.

**Auto** means a land motor vehicle, trailer or semi-trailer designed for travel on public roads or any other land vehicle that is subject to a compulsory law in the state where it is licensed or principally garaged. However, Auto does not include Mobile Equipment, unless licensed for road use.

**Commandeered Property** means the Autos or other personal property used as modes of transportation that the Member District does not own but commandeers, seizes, borrows or takes over for official use to manage Emergency Operations, including, but not limited to, watercraft, all-terrain vehicles, snowmobiles and Mobile Equipment, but specifically excluding any aircraft or any aircraft parts, accessories or equipment.

**Other than Collision Coverage** means coverage for physical damage to a Covered Auto resulting from any cause of loss except Collision.

**Collision Coverage** means direct or accidental loss or damage to a Covered Auto caused by collision with another object or by overturn.

**Covered Autos** are those Autos as described in the Member District's coverage schedule for the purposes described therein and where contribution has been paid. Covered Auto shall also mean Commandeered Property.

**CSD Pool** means Colorado Special Districts Property and Liability CSD Pool. Emergency Operations means actions:

1. Which are urgent responses for protection of property, human life, health or safety;
2. Which result from the performing or attempting to perform fire fighting services, hazardous materials unit services, first aid, ambulance or rescue squad services, or related services, including the stabilizing or securing of an emergency scene; and
3. Which are sanctioned by;
  - a. a fire district, hazardous materials unit, or first aid, ambulance or rescue squad qualifying as a Member under this Coverage Document, or
  - b. an officer, employee or volunteer member of such organization.

**Hired Auto** means only those Autos the Member District leases, hires, rents or borrows. This does not include any Auto the Member District leases, hires, rents or borrows from any of the Member's employees, volunteers or members of their households.

**Insured Contract** means:

1. A lease of premises;
2. A sidetrack agreement;
3. Any easement or license agreement, except in connection with:
  - a. construction or demolition operations on or within 50 feet of a railroad, or
  - b. vehicle or pedestrian private railroad crossings at grade;
4. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

5. That part of any other contract or agreement pertaining to the Member's operations (including an indemnification of a municipality in connection with work performed for a municipality) under which the Member assumes the tort liability of another party to pay for damages to a third person or organization;
6. Contracts for services with public bodies; and
7. That part of any contract or agreement entered into, as part of the Member District's operations, for the rental or lease, by the Member District or any of its employees, of any Auto. However, such a contract or agreement is not an Insured Contract to the extent that it obligates the Member District or any employee to pay for property damage to any Auto rented or leased by the Member District or any employee.

An Insured Contract does not include that part of any contract or agreement:

1. That indemnifies a railroad for bodily injury or property damage arising out of construction or demolition operations on or within 50 feet of any railroad property and affecting any railroad bridge, trestle, tracks, roadbeds, tunnel, underpass or crossing; or
2. That pertains to the loan, lease or rental of any Auto by the Member District or any of its employees, if the Auto is loaned, leased or rented with a driver; or
3. That holds a person or organization engaged in the business of transporting property by Auto for hire harmless for the Member's use of a Covered Auto over a route or territory that that person or organization is authorized to serve by public authority

**Loss(es)** means direct and accidental loss or damage.

**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 designed for use principally off public roads;
2. Vehicles maintained for use solely on or next to premises the Member District owns or rents;
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 a., b., c. or d., above, that are not self-propelled and are not maintained primarily to provide mobility to permanently attached equipment of the following types:
  - a. Equipment designed primarily for:
    - i. Snow Removal; or
    - ii. Road maintenance, but not construction or resurfacing; or
    - iii. 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.

However, Mobile Equipment does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to compulsory or financial responsibility law or other motor vehicle insurance law are considered **Autos**.

**Member District** means the Special District, formed under the laws of the State of Colorado, named in the Certificate Holder Declaration page attached to this Coverage Document. Member District includes the District's directors, officers, employees, and volunteers authorized to act on behalf of the Member District; all acting within the scope of their employment or duties whether arising out of a governmental or proprietary function.

**Occurrence(s)** means an accident, including continuous or repeated exposure to substantially the same general harmful conditions which take place during the coverage period.

**Replacement Cost** means for **Covered Autos** designated on the **Member District's Auto** schedule as being insured on a Replacement cost basis with the appropriate paid contribution, the most the **CSD Pool** will pay for loss in any one occurrence as determined in accordance with Section 6.C.

**Trailer** includes semi-trailer.