

UTAH STATE RISK MANAGEMENT FUND

5120 State Office Building
Salt Lake City, Utah 84114

DECLARATIONS

PART A

Insured:

Policy Number: SD11-

Policy Period: From July 1, 2010, to July 1, 2011, 12:01 a.m., standard time at the address of the named insured as stated herein.

The coverage afforded is only with respect to the coverages indicated below. The limit of the fund's liability against each such coverage shall be as stated herein, subject to all the terms of this policy having reference thereto.

COVERAGES

General Liability Coverage

- A. Bodily Injury Liability*
- B. Property Damage Liability*

Automobile Liability Coverage

- C. Bodily Injury Liability*
- D. Property Damage Liability*

Personal Injury Liability Coverage

- E. Personal Injury Liability*

Errors or Omissions Liability Coverage

- F. Errors or Omissions Liability*

Malpractice Liability Coverage

- G. Malpractice Liability*

LIMITS OF LIABILITY

Subject to the sub-limits indicated below, any applicable deductible provisions, and to Paragraph IX of the Conditions, the total limit of the fund's liability with respect to Coverages A, B, C, D, E, F, and G, singly or combined shall be \$10,000,000 each occurrence, loss, or claim resulting from any situation not subject to a sub-limit.

The above limit is also the aggregate limit of liability for each coverage subject to an aggregate limit.

C. Operation or use of an automobile by any covered person while such person:	<u>Bodily Injury</u>	
	\$25,000	each person
	\$65,000	each occurrence
(1) has a blood alcohol content equal to or greater by weight than the established legal limit,	<u>Property Damage</u>	
(2) is under the influence of alcohol or any drug to a degree that renders such person incapable of safely operating or using the automobile, or	\$15,000	each occurrence
(3) is under the combined influence of alcohol and any drug to a degree that renders such person incapable of safely operating or using the automobile.		

Forms and endorsements forming a part of this policy at inception:

Declarations - Schools	Supplementary Payments
Policy Provisions Part B	Conditions
General Liability Coverage	Nuclear Energy Liability Exclusion
Automobile Liability Coverage	Exclusion (Trampoline)
Rental Autos	Exclusion (Fireworks)
Personal Injury Protection	Limiting Conditions (Asbestos Abatement)
Uninsured/Underinsured Motorists Coverage	Exclusion (Petroleum Storage Tank Trust Fund)
Garagekeepers' Coverage Endorsement	Hazardous Waste Endorsements
Personal Injury Liability	Limiting Conditions (Cheerleading - Drill Teams)
Error and Omissions	
Malpractice	
Definitions	

Tani P. Downing, Director of Risk Management

THESE DECLARATIONS WITH "POLICY PROVISIONS - PART B", FORMS AND ENDORSEMENTS, IF ANY ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

UTAH STATE RISK MANAGEMENT FUND

5120 State Office Building

Salt Lake City, Utah 84114

DECLARATIONS

PART A

Insured:

POLICY NO: SG12-27

Policy Period: From July 1, 2011, to July 1, 2012, 12:01 a.m., standard time at the address of the named insured as stated herein.

The coverage afforded is only with respect to the coverages indicated below. The limit of the fund's liability against each such coverage shall be as stated herein, subject to all the terms of this policy having reference thereto.

COVERAGES

General Liability Coverage

A. Bodily Injury Liability

B. Property Damage Liability

Automobile Liability Coverage

C. Bodily Injury Liability

D. Property Damage Liability

Personal Injury Liability Coverage

E. Personal Injury Liability

Errors or Omissions Liability Coverage

F. Errors or Omissions Liability

Malpractice Liability Coverage

G. Malpractice Liability

LIMITS OF LIABILITY

Subject to the sub-limits indicated below, any applicable deductible provisions, and to Paragraph IX of the Conditions, the total limit of the fund's liability with respect to Coverages A, B, C, D, E, F, and G, singly or combined shall be \$10,000,000 each occurrence, loss, or claim resulting from any situation not subject to a sub-limit.

The above limit is also the aggregate limit of liability for each coverage subject to an aggregate limit.

SUB-LIMITS

The total limit of the fund's liability with respect to Coverages A, B, C, D, E, F, and G singly or combined shall be as indicated below for any occurrence, loss or claim resulting from the following situations:

A. <u>"Out-of-state trip"</u> (As defined in the definitions)	<u>Injury or Damage</u>	
	Other Than Property Damage	
	\$648,700	for one person in any one occurrence, loss or claim
	\$2,221,700	for two or more persons in any one occurrence, loss or claim
	<u>Property Damage</u>	
	\$259,500	in any one occurrence, loss or claim
	<u>Injury or Damage</u>	
	Other Than Property Damage	
B. Except as stipulated in C below or otherwise limited in the policy, any covered act by a person which is not during the performance of his duties, within the scope of his employment or under color of authority as an employee of the named insured.	\$250,000	for one person in any one occurrence, loss or claim
	\$500,000	for two or more persons in any one occurrence, loss or claim
	<u>Property Damage</u>	
	\$100,000	in any one occurrence, loss or claim

C. Operation or use of an automobile by any covered person while such person:	<u>Bodily Injury</u>	
	\$25,000	each person
	\$65,000	each occurrence
(1) has a blood alcohol content equal to or greater by weight than the established legal limit,	<u>Property Damage</u>	
(2) is under the influence of alcohol or any drug to a degree that renders such person incapable of safely operating or using the automobile, or	\$15,000	each occurrence
(3) is under the combined influence of alcohol and any drug to a degree that renders such person incapable of safely operating or using the automobile.		

Forms and endorsements forming a part of this policy at inception:

Policy Provisions – Part B	Supplementary Payments
General Liability Coverage	Conditions
Automobile Liability	Nuclear Energy Exclusion
Rental Automobiles	Trampoline Exclusion
Personal Injury Protection	Fireworks Exclusion
Uninsured/Underinsured Motorist Coverage	Bonfire Exclusion
Garagekeepers Coverage	Asbestos Abatement
Personal Injury Liability	Petroleum Storage Tanks
Errors or Omissions Liability	Hazardous Waste Endorsement
Malpractice Liability	GRAMA Endorsement
Definitions	Foster Parent Liability

Tani P. Downing, Director of the Utah Division of Risk Management

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UTAH STATE RISK MANAGEMENT FUND

5120 State Office Building
Salt Lake City, Utah 84114

DECLARATIONS

PART A

Insured:

Policy Number: SG13-

Policy Period: From July 1, 2012, to July 1, 2013, 12:01 a.m., standard time at the address of the named insured as stated herein.

The coverage afforded is only with respect to the coverages indicated below. The limit of the fund's liability against each such coverage shall be as stated herein, subject to all the terms of this policy having reference thereto.

COVERAGES

General Liability Coverage

A. Bodily Injury Liability

B. Property Damage Liability

Automobile Liability Coverage

C. Bodily Injury Liability

D. Property Damage Liability

Personal Injury Liability Coverage

E. Personal Injury Liability

Errors or Omissions Liability Coverage

F. Errors or Omissions Liability

Malpractice Liability Coverage

G. Malpractice Liability

LIMITS OF LIABILITY

Subject to the sub-limits indicated below, any applicable deductible provisions, and to Paragraph IX of the Conditions, the total limit of the fund's liability with respect to Coverages A, B, C, D, E, F, and G, singly or combined shall be \$10,000,000 each occurrence, loss, or claim resulting from any situation not subject to a sub-limit.

The above limit is also the aggregate limit of liability for each coverage subject to an aggregate limit.

SUB-LIMITS

The total limit of the fund's liability with respect to Coverages A, B, C, D, E, F, and G singly or combined shall be as indicated below for any occurrence, loss or claim resulting from the following situations:

A. <u>"Out-of-state trip"</u> (As defined in the definitions)	<u>Injury or Damage</u> Other Than Property Damage	
	\$674,000	for one person in any one occurrence, loss or claim
	\$2,308,400	for two or more persons in any one occurrence, loss or claim
	<u>Property Damage</u>	
	\$269,700	in any one occurrence, loss or claim
	<u>Injury or Damage</u> Other Than Property Damage	
B. Except as stipulated in C below or otherwise limited in the policy, any covered act by a person which is not during the performance of his duties, within the scope of his employment or under color of authority as an employee of the named insured.	\$250,000	for one person in any one occurrence, loss or claim
	\$500,000	for two or more persons in any one occurrence, loss or claim
	<u>Property Damage</u>	
	\$100,000	in any one occurrence, loss or claim

<p>C. Operation or use of an automobile by any covered person while such person:</p> <p>(1) has a blood alcohol content equal to or greater by weight than the established legal limit,</p> <p>(2) is under the influence of alcohol or any drug to a degree that renders such person incapable of safely operating or using the automobile, or</p> <p>(3) is under the combined influence of alcohol and any drug to a degree that renders such person incapable of safely operating or using the automobile.</p>	<p><u>Bodily Injury</u> \$25,000 \$65,000</p> <p><u>Property Damage</u> \$15,000</p>	<p>each person each occurrence</p> <p>each occurrence</p>
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Forms and endorsements forming a part of this policy at inception:

<p>Policy Provisions – Part B General Liability Coverage Automobile Liability Rental Automobiles Personal Injury Protection Uninsured/Underinsured Motorist Coverage Garagekeepers Coverage Personal Injury Liability Errors or Omissions Liability Malpractice Liability Definitions Supplementary Payments</p>	<p>Conditions Nuclear Energy Exclusion Trampoline Exclusion Fireworks Exclusion Bonfire Exclusion Asbestos Abatement Petroleum Storage Tanks Hazardous Waste Endorsement GRAMA Endorsement Fiduciary Liability Withheld Concurrence</p>
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Tani Pack Downing

Tani Pack Downing, Director of the Utah Division of Risk Management

THESE DECLARATIONS WITH "POLICY PROVISIONS - PART B", FORMS AND ENDORSEMENTS, IF ANY ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

UTAH STATE RISK MANAGEMENT FUND

5120 State Office Building
Salt Lake City, Utah 84114

DECLARATIONS - LIABILITY

PART A

Insured:

Policy Number: SG13

Policy Period: From July 1, 2013, to July 1, 2014, 12:01 a.m., standard time at the address of the named insured as stated herein.

The coverage afforded is only with respect to the coverages indicated below. The limit of the fund's liability against each such coverage shall be as stated herein, subject to all the terms of this policy having reference thereto.

COVERAGES

General Liability Coverage

A. Bodily Injury Liability

B. Property Damage Liability

Automobile Liability Coverage

C. Bodily Injury Liability

D. Property Damage Liability

Personal Injury Liability Coverage

E. Personal Injury Liability

Errors or Omissions Liability Coverage

F. Errors or Omissions Liability

Malpractice Liability Coverage

G. Malpractice Liability

LIMITS OF LIABILITY

Subject to the sub-limits indicated below, any applicable deductible provisions, and to Paragraph IX of the Conditions, the total limit of the fund's liability with respect to Coverages A, B, C, D, E, F, and G, singly or combined shall be \$10,000,000 each occurrence, loss, or claim resulting from any situation not subject to a sub-limit.

The above limit is also the aggregate limit of liability for each coverage subject to an aggregate limit.

SUB-LIMITS

The total limit of the fund's liability with respect to Coverages A, B, C, D, E, F, and G singly or combined shall be as indicated below for any occurrence, loss or claim resulting from the following situations:

A. <u>"Out-of-state trip"</u> (As defined in the definitions)	<u>Injury or Damage</u>	
	Other Than Property Damage	
	\$674,000	for one person in any one occurrence, loss or claim
	\$2,308,400	for two or more persons in any one occurrence, loss or claim
	<u>Property Damage</u>	
	\$269,700	in any one occurrence, loss or claim
	<u>Injury or Damage</u>	
	Other Than Property Damage	
B. Except as stipulated in C below or otherwise limited in the policy, any covered act by a person which is not during the performance of his duties, within the scope of his employment or under color of authority as an employee of the named insured.	\$250,000	for one person in any one occurrence, loss or claim
	\$500,000	for two or more persons in any one occurrence, loss or claim
	<u>Property Damage</u>	
	\$100,000	in any one occurrence, loss or claim

<p>C. Operation or use of an automobile by any covered person while such person:</p> <p>(1) has a blood alcohol content equal to or greater by weight than the established legal limit,</p> <p>(2) is under the influence of alcohol or any drug to a degree that renders such person incapable of safely operating or using the automobile, or</p> <p>(3) is under the combined influence of alcohol and any drug to a degree that renders such person incapable of safely operating or using the automobile.</p>	<p><u>Bodily Injury</u> \$25,000 \$65,000</p> <p><u>Property Damage</u> \$15,000</p>	<p>each person each occurrence</p> <p>each occurrence</p>
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Forms and endorsements forming a part of this policy at inception:

<p>Policy Provisions – Part B General Liability Coverage Automobile Liability Rental Automobiles Personal Injury Protection Uninsured/Underinsured Motorist Coverage Garagekeepers Coverage Personal Injury Liability Errors or Omissions Liability Malpractice Liability Definitions Supplementary Payments Conditions Nuclear Energy Exclusion Trampoline Exclusion</p>	<p>Fireworks Exclusion Bonfire Exclusion Asbestos Abatement Petroleum Storage Tanks Hazardous Waste Endorsement Withheld Concurrence Fiduciary Liability GRAMA Endorsement Data Breach Space Exclusion Aviation Exclusion Hazardous Activities Exclusion</p>
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Tani Pack Downing

Tani Pack Downing, Director of the Utah Division of Risk Management

THESE DECLARATIONS WITH "POLICY PROVISIONS - PART B", FORMS AND ENDORSEMENTS, IF ANY ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

Lawyers' Professional Liability Insurance

CLAIMS MADE WARNING FOR DECLARATIONS: THIS POLICY PROVIDES COVERAGE ON A CLAIMS MADE AND REPORTED BASIS SUBJECT TO ITS TERMS. THIS POLICY APPLIES ONLY TO ANY CLAIM FIRST MADE AGAINST THE INSURED AND REPORTED TO THE INSURER DURING THE POLICY PERIOD OR ANY EXTENDED REPORTING PERIOD THAT MAY APPLY.

PLEASE READ AND REVIEW THE POLICY CAREFULLY AND DISCUSS THE COVERAGE WITH YOUR INSURANCE AGENT OR BROKER.

Whenever printed in this Declarations Page, the boldface type terms shall have the same meanings as indicated in the Policy.

Policy Form: LPL 39400 (05-14)

Policy Number: 1340363

Item 1. Name and Address of Named Insured:

Paul G. Cassell
University of Utah College of Law
332 South 1400 East, Room 101
Salt Lake City, UT 84112-0730

Person designated to receive all correspondence from the Insurer:

Paul G Cassell
Attorney

Item 2. Policy Period: From November 6, 2014 (inception date) to November 6, 2015 (expiration date)
(Both dates at 12:01 [redacted]. Standard Time at the address of the Named Insured)

Item 3. Limits of Liability for the Policy Period :

- A. \$500,000 each Claim, but in no event exceeding
- B. \$500,000 in the aggregate for all Claims

Item 4. Supplemental Coverages Limit of Liability:

\$100,000 in the aggregate for all Supplemental Coverages during the Policy Period

Item 5. Claim Expenses for the Policy Period:

- A. Claim Expenses Reduce the Limit of Liability in Item 3. above
- B. Claim Expenses in Addition to the Limit of Liability in Item 3. above

Claim Expense Limit: N/A in the aggregate for all Claims during the Policy Period

Item 6. Deductible:

- A. Aggregate Deductible - All Claims N/A
- B. Each Claim Deductible \$5,000
 - i. The Deductible applies to Damages and Claim Expenses
 - ii. The Deductible applies only to Damages

Item 7. Death or Disability and Non-Practicing Extended Reporting Period Limit of Liability

(inclusive of Damages and Claim Expenses):

- A. \$500,000 each Claim, but in no event exceeding
- B. \$500,000 in the aggregate for all Claims

Item 8. Premium: \$1,102

Item 9. Endorsements attached:

- LPL 101901 (05-14) Addition of Prior Acts Date
- LPL 205201 (05-14) *Disciplinary Proceeding Supplemental Coverage for Privacy Breach Claims
- LPL 504901 (07-14) Addition to Section V. D. Other Insurance
- LPL 604101 (05-14) Mercer Consumer Modification to Non-Practicing Extended Reporting Period
- LPL 000900 (05-14) Policy Amendatory Endorsement

Item 10. Notice to the Insurer as provided in sections V. A. and B. and any information furnished to the Insurer as provided in therein shall be sent to:

Monitor Liability Managers, Claims Department
Address: 2850 West Golf Road, Suite 800, Rolling Meadows, IL 60008-4039
Fax: [redacted]
Email: [redacted]

All other notices required to be given to the Insurer under this Policy shall be sent to:

Monitor Liability Managers
Address: 2850 West Golf Road, Suite 800, Rolling Meadows, IL 60008-4039
Fax: [redacted]

These Declarations along with the completed and signed Application and the Lawyers Professional Liability Insurance Policy shall constitute the contract between the Named Insured and the Insurer.

Authorized Representative: *Paul G. Cassell* Date Issued: September 24, 2014