COUNTY OF KENOSHA

Office of the Sheriff

David W. Zoerner
Sheriff
1000 - 55th Street
Kenosha, WI 53140
(262) 605-5101
Fax: (262) 605-5130

March 20, 2026

Attorney David Kronig
c/o American Oversight
1030 15th Street NW, Suite B255
Washington, DC 20005

RE: Kenosha County Sheriff's Office Response to Public Records Request

Dear Attorney Kronig:

I have received your correspondence from February 20, 2026, requesting records reflecting costs and/or expenditures for legal services or legal counsel related to the cases of Voces de la Frontera, Inc. v. Gerber and copies of contracts for legal services and with our liability insurer. Enclosed, please find all documents in possession of the County that we believe are responsive to your enumerated record requests.

The County has tried its best to comply with your requests. While the records provided with this correspondence constitute the County's best efforts to comply with the requests, the County cannot guarantee that its interpretation of your requests is consistent with your intentions in drafting them. The County has reviewed its records and provides the enclosed documents in its attempt to comply as thoroughly as possible.

Regarding your request for "records reflecting any costs and/or expenditures for legal services or legal counsel related to the cases Voces de la Frontera, Inc. v. Gerber," you will note that these records are redacted, in part, based on attorney-client and attorney work product privileges. We also note that the redacted legal billing information provided is not actually paid by the County. Rather, it is paid by the County's insurance carrier and it constitutes the full and combined billing for all of the counties insured by Wisconsin Municipal Mutual Insurance Company (WMMIC), rather than separate billing invoices for each county.

The law permits Sheriff David Zoerner to impose fees for certain "actual, necessary, and direct" costs associated with responding to public records requests. Wis. Stat. § 19.35(3). This includes, but is not limited

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to, copying and location fees. Pursuant to Wis. Stat. § 19.35(3)(e), in this instance only, the Sheriff is waiving the fees associated with responding to your request, and a copy of the records is being provided electronically. We reserve the right to charge all applicable fees for future requests.

Kenosha County follows the requirements and guidelines set forth in Wisconsin's Public Records Law, which is contained in Wis. Stats. §§ 19.31 to 19.39 and Kenosha County Municipal Ordinance § 3.64. As noted above, the Sheriff's Office believes that your requests dated February 20, 2026, have been responded to in full and we have not denied any of your requests, except to redact portions of the attorney billing records pursuant to attorney-client privilege and attorney work product privilege. However, to the extent that you believe that any aspects of your requests were denied, you have the right to a judicial review pursuant to Wis. Stat. § 19.37(1), or by application to the District Attorney or Attorney General.

If you have any questions or concerns, please contact me.

Sincerely,

David W. Zoerner
Sheriff – Kenosha County

By: Lt. Chase Forster #291
Lieutenant Chase Forster #291
Kenosha County Sheriff's Office
262-605-5133
KSDPIO@kenohsacounty.org

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CRIVELLO
NICHOLS & HALL, S.C.
ATTORNEYS

710 N. Plankinton Ave, Suite 500
Milwaukee, WI 53203

Wisconsin Municipal Mutual Insurance Company
[redacted]
2418 Crossroads Drive
Suite 1500
Madison, WI 53718

October 22, 2025
[redacted]

BILLING SUMMARY

For Legal Services Rendered through 09/30/25

Re: [redacted] **VOCES DE LA FRONTERA, INC. V. WALWORTH COUNTY, ET AL.**

INSURED: KENOSHA COUNTY, MARATHON COUNTY, WALWORTH COUNTY, [redacted]

Total Fees	14,283.50
Total Disbursements	3,013.59
Total Fees and Disbursements	**$17,297.09**

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NICHOLS & HALL, S.C.
ATTORNEYS

710 N. Plankinton Ave, Suite 500
Milwaukee, WI 53203

Wisconsin Municipal Mutual Insurance Company
[redacted]
2418 Crossroads Drive
Suite 1500
Madison, WI 53718

October 22, 2025
[redacted]

Re: [redacted] **VOCES DE LA FRONTERA, INC. V. WALWORTH COUNTY, ET AL.**
INSURED: KENOSHA COUNTY, MARATHON COUNTY, WALWORTH CO UNTY, BROWN COUNTY, SAUK COUNTY
[redacted]

CONFIDENTIAL: THIS IS NOT A PUBLIC RECORD SUBJECT TO DISCLOSURE; ATTORNEY-CLIENT PRIVILEGED; CONTAINS ATTORNEY WORK PRODUCT

Professional Services

Date	Atty	Description	Rate	Hours	Amount
09/18/25	SCH	Initial review and analysis of petition for original action [redacted]	240.00	1.70	408.00
09/19/25	AES	Draft statement [redacted]	125.00	1.30	162.50
09/19/25	SCH	Develop public message [redacted]	240.00	1.20	288.00
09/19/25	SCH	Telephone conference [redacted]	240.00	0.80	192.00
09/23/25	SCH	Conduct initial research on original action in Wisconsin Supreme Court [redacted]	240.00	2.30	552.00
09/23/25	SCH	Telephone conference [redacted]	240.00	0.70	168.00

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Professional Services

Date	Atty	Description	Rate	Hours	Amount
		[redacted]			
09/23/25	SCH	Follow up telephone conference [redacted]	240.00	1.20	288.00
09/24/25	MIH	Analyze petition to the Supreme Court to take jurisdiction of an original action [redacted]	190.00	0.40	76.00
09/24/25	MKW	Begin to review and analyze petition for original action	190.00	1.80	342.00
09/24/25	SCH	Initial research [redacted]	240.00	1.80	432.00
09/25/25	SCH	Initial research nationally [redacted]	240.00	2.30	552.00
09/25/25	SCH	Telephone conference [redacted] .	240.00	0.70	168.00
09/26/25	MKW	Continue to review and analyze arguments in opposition to petition for original action	190.00	4.20	798.00
09/26/25	SCH	Continue research of federal law [redacted]	240.00	3.80	912.00
09/26/25	SCH	Telephone conference [redacted]	240.00	0.80	192.00
09/27/25	SCH	Begin drafting brief in opposition to petition for original jurisdiction	240.00	5.80	1,392.00
09/29/25	MEB	Review petition for original action	190.00	1.30	247.00

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Professional Services

Date	Atty	Description	Rate	Hours	Amount
09/29/25	MEB	Research [redacted]	190.00	1.00	190.00
09/29/25	MIH	Analyze case law [redacted]	190.00	3.90	741.00
09/29/25	MKW	Begin to review and analyze case law [redacted]	190.00	4.20	798.00
09/29/25	KAK	Investigate similar litigation in other states [redacted]	190.00	1.80	342.00
09/29/25	SCH	Review and analysis of arguments [redacted]	240.00	0.80	192.00
09/29/25	SCH	Telephone conference [redacted]	240.00	0.80	192.00
09/29/25	SCH	Telephone conference [redacted]	240.00	1.20	288.00
09/30/25	MEB	Continue researching	190.00	0.80	152.00
09/30/25	MIH	Analyze case law [redacted]	190.00	3.00	570.00
09/30/25	MIH	Analyze law review article [redacted]	190.00	0.80	152.00
09/30/25	KAK	Research [redacted]	190.00	2.90	551.00

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Professional Services

Date	Atty	Description	Rate	Hours	Amount
		[redacted]			
09/30/25	MEB	Begin drafting response to petition for original action	190.00	0.40	76.00
09/30/25	MKW	Continue to review and analyze [redacted]	190.00	5.00	950.00
09/30/25	SCH	Additional research [redacted]	240.00	2.30	552.00
09/30/25	SCH	Continue drafting brief in opposition to motion for original jurisdiction	240.00	5.70	1,368.00

Atty		Rate	Hours	Amount
MEB	MICAELA E. BRINSLEY	190.00	3.50	665.00
SCH	SAMUEL C. HALL, JR.	240.00	33.90	8,136.00
MIH	MAIA I. HENTGES	190.00	8.10	1,539.00
KAK	KATHLEEN A. KRUSE	190.00	4.70	893.00
AES	ANNE E. SCHWARTZ	125.00	1.30	162.50
MKW	MOLLY K. WOODFORD	190.00	15.20	2,888.00
			66.70	**$14,283.50**

Disbursements

	Date	Description	Amount	
Online Research				
	09/24/25	Westlaw Research	686.14	
	09/29/25	Westlaw Research	1,340.44	
	09/30/25	Westlaw Research	987.01	
		Subtotal: Online Research		3,013.59
				$3,013.59

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Total Fees	14,283.50
Total Disbursements	3,013.59
Total Fees and Disbursements	**$17,297.09**

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CRIVELLO
NICHOLS & HALL, S.C.
ATTORNEYS

710 N. Plankinton Ave, Suite 500
Milwaukee, WI 53203

Wisconsin Municipal Mutual Insurance Company
[redacted]
2418 Crossroads Drive
Suite 1500
Madison, WI 53718

November 24, 2025
[redacted]

BILLING SUMMARY

For Legal Services Rendered through 10/31/25

Re: [redacted] **VOCES DE LA FRONTERA, INC. V. WALWORTH COUNTY, ET AL.**
INSURED: KENOSHA COUNTY, MARATHON COUNTY, WALWORTH COUNTY, BROWN COUNTY, SAUK COUNTY
[redacted]

Total Fees	18,586.00
Total Disbursements	7,717.10
Total Fees and Disbursements	**$26,303.10**

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NICHOLS & HALL, S.C.
ATTORNEYS

710 N. Plankinton Ave, Suite 500
Milwaukee, WI 53203

Wisconsin Municipal Mutual Insurance Company
[redacted]
2418 Crossroads Drive
Suite 1500
Madison, WI 53718

November 24, 2025
[redacted]

Re: [redacted] **VOCES DE LA FRONTERA, INC. V. WALWORTH COUNTY, ET AL.**
INSURED: KENOSHA COUNTY, MARATHON COUNTY, WALWORTH CO UNTY, BROWN COUNTY, SAUK COUNTY
[redacted]

CONFIDENTIAL: THIS IS NOT A PUBLIC RECORD SUBJECT TO DISCLOSURE; ATTORNEY-CLIENT PRIVILEGED; CONTAINS ATTORNEY WORK PRODUCT

Professional Services

Date	Atty	Description	Rate	Hours	Amount
10/01/25	MIH	Telephone conference [redacted]	190.00	0.90	171.00
10/01/25	MIH	Analyze case law [redacted]	190.00	4.50	855.00
10/01/25	MIH	Continue to analyze case law [redacted]	190.00	1.20	228.00
10/01/25	SCH	Additional research [redacted]	240.00	3.30	792.00
10/01/25	SCH	Review and analysis of public records responses [redacted]	240.00	1.80	432.00

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Professional Services

Date	Atty	Description	Rate	Hours	Amount
		[redacted]			
10/01/25	MKW	Continue to research and outline potential arguments for response to petition for original action	190.00	3.90	741.00
10/02/25	MIH	Draft response to petition for original action [redacted]	190.00	4.40	836.00
10/02/25	SCH	Meet with sheriffs [redacted]	240.00	1.30	312.00
10/02/25	MKW	Continue to research and outline potential arguments for response to petition for original action	190.00	4.30	817.00
10/03/25	MKW	Begin to draft response to petition for original action	190.00	5.20	988.00
10/03/25	MIH	Continue to draft response to petition for original action	190.00	6.20	1,178.00
10/05/25	MIH	Continue to draft brief in response to petitioners request for original action	190.00	1.40	266.00
10/05/25	MIH	Analyze case law and data [redacted]	190.00	2.00	380.00
10/05/25	SCH	Continue drafting brief in opposition to original jurisdiction in the Supreme Court	240.00	2.80	672.00
10/06/25	MIH	Continue to draft brief in response to petitioners' petition for original action	190.00	2.50	475.00
10/06/25	MKW	Continue to draft response to petition for original action	190.00	4.50	855.00
10/06/25	MIH	Analyze data [redacted]	190.00	3.50	665.00

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Professional Services

Date	Atty	Description	Rate	Hours	Amount
10/07/25	MIH	Continue to draft brief in response to petition for original jurisdiction	190.00	3.20	608.00
10/07/25	MIH	Continue to draft brief [redacted]	190.00	2.90	551.00
10/07/25	MKW	Continue to draft response to petition for original action	190.00	6.70	1,273.00
10/07/25	SCH	Complete drafting brief in opposition to original jurisdiction in the Supreme Court	240.00	6.80	1,632.00
10/08/25	MKW	Review and analyze motion for leave to file amicus brief and brief from American Constitutional Rights Union	190.00	0.50	95.00
10/08/25	SCH	Correspondence to all clients [redacted]	240.00	0.80	192.00
10/09/25	MIH	Analyze amicus curiae brief filed in opposition to petition for original action	190.00	0.90	171.00
10/09/25	MKW	Review supreme court order regarding motion [redacted]	190.00	0.20	38.00
10/17/25	MIH	Develop strategy for memo [redacted]	190.00	0.40	76.00
10/20/25	MIH	Analyze jail enforcement model 287(g) agreements and analyze [redacted] warrant service officer program [redacted]	190.00	1.10	209.00
10/20/25	MKW	Begin to review and analyze different 287(g) agreement models [redacted]	190.00	1.50	285.00

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Professional Services

Date	Atty	Description	Rate	Hours	Amount
10/21/25	MKW	Continue to review and analyze different 287(g) agreement models [redacted]	190.00	2.10	399.00
10/23/25	MKW	Review and analyze case law [redacted]	190.00	5.80	1,102.00
10/24/25	MKW	Continue to draft letter [redacted]	190.00	5.50	1,045.00
10/29/25	MIH	Draft memorandum of implications of the petition to the supreme court	190.00	1.30	247.00

Atty		Rate	Hours	Amount
SCH	SAMUEL C. HALL, JR.	240.00	16.80	4,032.00
MIH	MAIA I. HENTGES	190.00	36.40	6,916.00
MKW	MOLLY K. WOODFORD	190.00	40.20	7,638.00
			93.40	**$18,586.00**

Disbursements

Date	Description	Amount	
Online Research			
10/01/25	Westlaw Research	1,856.17	
10/02/25	Westlaw Research	1,213.93	
10/03/25	Westlaw Research	1,510.41	
10/06/25	Westlaw Research	1,198.76	
10/07/25	Westlaw Research	1,937.83	
	Subtotal: Online Research		7,717.10
			$7,717.10

Total Fees	18,586.00
Total Disbursements	7,717.10
Total Fees and Disbursements	**$26,303.10**

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CRIVELLO
NICHOLS & HALL, S.C.
ATTORNEYS

710 N. Plankinton Ave, Suite 500
Milwaukee, WI 53203

Wisconsin Municipal Mutual Insurance Company
[redacted]
2418 Crossroads Drive
Suite 1500
Madison, WI 53718

January 23, 2026
[redacted]

BILLING SUMMARY

For Legal Services Rendered through 12/31/25

Re: [redacted] **VOCES DE LA FRONTERA, INC. V. WALWORTH COUNTY, ET AL.**
INSURED: KENOSHA COUNTY, MARATHON COUNTY, WALWORTH COUNTY, BROWN COUNTY, SAUK COUNTY
[redacted]

Total Fees	19,116.00
Total Disbursements	908.56
Total Fees and Disbursements	**$20,024.56**

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CRIVELLO
NICHOLS & HALL, S.C.
ATTORNEYS

710 N. Plankinton Ave, Suite 500
Milwaukee, WI 53203

Wisconsin Municipal Mutual Insurance Company
[redacted]
2418 Crossroads Drive
Suite 1500
Madison, WI 53718

January 23, 2026
[redacted]

Re: [redacted] **VOCES DE LA FRONTERA, INC. V. WALWORTH COUNTY, ET AL.**
INSURED: KENOSHA COUNTY, MARATHON COUNTY, WALWORTH CO UNTY, BROWN COUNTY, SAUK COUNTY
[redacted]

CONFIDENTIAL: THIS IS NOT A PUBLIC RECORD SUBJECT TO DISCLOSURE; ATTORNEY-CLIENT PRIVILEGED; CONTAINS ATTORNEY WORK PRODUCT

Professional Services

Date	Atty	Description	Rate	Hours	Amount
11/03/25	MKW	Continue to draft letter [redacted]	190.00	0.50	95.00
11/12/25	SCH	Telephone conference [redacted]	240.00	1.20	288.00
11/30/25	MKW	Continue to draft memorandum [redacted]	190.00	3.70	703.00
12/02/25	SCH	Telephone conference [redacted]	240.00	1.20	288.00
12/02/25	SCH	Telephone conference [redacted]	240.00	0.80	192.00

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Professional Services

Date	Atty	Description	Rate	Hours	Amount
		[redacted]			
12/03/25	MIH	Analyze Supreme Court's order regarding the petition for original jurisdiction	190.00	0.20	38.00
12/03/25	MKW	Begin to review and analyze [redacted] order granting petition for original action	190.00	5.20	988.00
12/03/25	SCH	Review and analysis of Wisconsin Supreme Court order accepting original jurisdiction	240.00	0.80	192.00
12/03/25	SCH	Correspondence (x15) [redacted]	[redacted]	[redacted]	[redacted]
12/03/25	SCH	Watch press conference by ACLU attorneys regarding Supreme Court accepting the case	240.00	0.80	192.00
12/03/25	SCH	Complete draft of press statement [redacted]	240.00	1.30	312.00
12/04/25	MIH	Discussion regarding Supreme Court's decision granting leave to for original jurisdiction [redacted]	190.00	0.50	95.00
12/04/25	MKW	Continue to research and strategize [redacted]	190.00	2.20	418.00
12/05/25	MKW	Continue to research and review potential [redacted] arguments [redacted]	190.00	4.10	779.00
12/05/25	SCH	Telephone conference [redacted]	240.00	1.00	240.00
12/07/25	SCH	Correspondence (x5) [redacted]	240.00	0.60	144.00

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Professional Services

Date	Atty	Description	Rate	Hours	Amount
12/08/25	MIH	Discussion [redacted] to discuss strategy for next steps	190.00	0.40	76.00
12/08/25	MKW	Teams meeting with [redacted] regarding strategy	190.00	0.40	76.00
12/08/25	SCH	Research federal law [redacted]	240.00	5.80	1,392.00
12/09/25	AMK	Reviewed McHenry vs. Illinois; drafted email [redacted]	240.00	2.00	480.00
12/09/25	AMK	Reviewed file [redacted]	240.00	1.00	240.00
12/10/25	MKW	Continue to research [redacted]	190.00	1.50	285.00
12/11/25	SCH	Research federal law [redacted]	240.00	3.80	912.00
12/15/25	SCH	Correspondence [redacted]	240.00	0.80	192.00
12/16/25	SCH	Multiple email correspondence and phone calls [redacted]	240.00	0.80	192.00
12/17/25	MKW	Review and analyze U.S. vs. Illinois decision	190.00	1.50	285.00

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Professional Services

Date	Atty	Description	Rate	Hours	Amount
12/17/25	AMK	Review emails [redacted], regarding continued research [redacted]	240.00	0.30	72.00
12/17/25	AMK	Continue research [redacted], put together notes on it, and email summary [redacted]	240.00	1.20	288.00
12/18/25	MKW	Continue to research [redacted] arguments [redacted]	190.00	2.40	456.00
12/18/25	AES	Discussion [redacted] regarding reporter interview; write reporter response; review [redacted] response	125.00	2.60	325.00
12/19/25	MKW	Continue to research [redacted] arguments [redacted]	190.00	3.70	703.00
12/19/25	SCH	Telephone conference [redacted]	240.00	1.00	240.00
12/22/25	SCH	Meet with [redacted]	240.00	4.20	1,008.00
12/26/25	MIH	Analyze case law [redacted]	190.00	1.30	247.00
12/26/25	MKW	Continue to research [redacted]	190.00	1.00	190.00
12/26/25	SCH	Draft lengthy correspondence [redacted]	240.00	2.20	528.00

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Professional Services

Date	Atty	Description	Rate	Hours	Amount
12/27/25	SCH	Conduct additional research [redacted]	240.00	2.80	672.00
12/29/25	MKW	Begin to draft notice of removal	190.00	2.10	399.00
12/29/25	AMK	Review emails [redacted]	240.00	0.50	120.00
12/29/25	AMK	Review [redacted] filing [redacted] in preparation for removal filing in this case	240.00	0.50	120.00
12/29/25	AMK	Zoom with attorneys [redacted]	240.00	0.50	120.00
12/29/25	MIH	Attend conference call [redacted]	190.00	0.60	114.00
12/29/25	SCH	Telephone conference [redacted]	240.00	0.80	192.00
12/29/25	SCH	Telephone conference [redacted]	240.00	0.80	192.00
12/29/25	AES	Write statement [redacted] regarding removal of lawsuit to federal court	125.00	1.80	225.00
12/30/25	MKW	Continue to draft notice of removal and other related documents	190.00	4.50	855.00
12/30/25	AMK	Emails among attorneys [redacted]	240.00	0.50	120.00
12/30/25	AMK	Emailed drafts [redacted]	240.00	0.20	48.00
12/30/25	AMK	Prepare JI-44 civil cover sheet and attachments	240.00	1.00	240.00
12/30/25	AMK	Review email [redacted]	240.00	0.50	120.00

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Professional Services

Date	Atty	Description	Rate	Hours	Amount
		[redacted]			
12/30/25	AMK	Continue drafting notice of removal document	240.00	1.50	360.00
12/30/25	MIH	Revise notice of removal	190.00	0.40	76.00
12/30/25	AMK	Emails and final revisions of removal notice documents	240.00	0.50	120.00
12/30/25	SCH	Complete drafting removal pleadings and supporting documents to be filed in Wisconsin Supreme Court and Federal District Court	240.00	4.20	1,008.00
12/30/25	SCH	Draft lengthy update [redacted] regarding removal and next steps	240.00	1.80	432.00

Atty		Rate	Hours	Amount
SCH	SAMUEL C. HALL, JR.	240.00	38.50	9,240.00
MIH	MAIA I. HENTGES	190.00	3.40	646.00
AMK	ANNA M. KEES	240.00	10.20	2,448.00
AES	ANNE E. SCHWARTZ	125.00	4.40	550.00
MKW	MOLLY K. WOODFORD	190.00	32.80	6,232.00
			89.30	**$19,116.00**

Disbursements

Date	Description	Amount	
Online Research			
12/17/25	Westlaw Research	423.76	
	Subtotal: Online Research		423.76
Out-of-town travel			
12/22/25	SCH/Elkhorn - travel to/from Elkhorn for meeting [redacted] (114 miles)	79.80	

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Disbursements

Date	Description	Amount
Out-of-town travel		
	Subtotal: Out-of-town travel	79.80
Court fees		
12/30/25	Court Filing Fee - Notice of removal - WISCONSIN WESTERN DISTRICT COURT	405.00
	Subtotal: Court fees	405.00
		$908.56
	Total Fees	19,116.00
	Total Disbursements	908.56
	Total Fees and Disbursements	**$20,024.56**

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Client: 0100 WISCONSIN MUNICIPAL MUTUAL INS. CO.
Matter: 2502155 VOCES DE LA FRONTERA, INC. V. WALWORTH COUNTY, ET AL.
Profiled by: LAG
amex - western district - notice of removal - $405.00
12/30/25

From: do_not_reply@psc.uscourts.gov
To: Gmach, Laura A.
Subject: Pay.gov Payment Confirmation: WISCONSIN WESTERN DISTRICT COURT
Date: Tuesday, December 30, 2025 6:10:07 PM

Your payment has been successfully processed and the details are below. If you have any questions or you wish to cancel this payment, please contact: Finance Department at 608-264-5156.

Account Number: 5580876
Court: WISCONSIN WESTERN DISTRICT COURT
Amount: $405.00
Tracking Id: AWIWDC-3724202
Approval Code: 120441
Card Number: **********6001
Date/Time: 12/30/2025 07:09:53 ET

NOTE: This is an automated message. Please do not reply

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WISCONSIN MUNICIPAL MUTUAL INSURANCE COMPANY
2418 Crossroads Drive | Suite 1500
Madison, WI 53718

WMMIC
Wisconsin Municipal Mutual Insurance Company

LIABILITY POLICY
DECLARATION PAGE

This Declaration Page with coverage provisions and endorsements issued, if any, form a part thereof, and complete the below-numbered Liability Policy.

Item 1.	Named Insured:	Kenosha County 1010 56th Street Room LL13 Kenosha Wisconsin 53140
Item 2.	Policy Number:	WI2026LP12A
Item 3.	Policy Period:	From: January 1, 2026 To: January 1, 2027 12:01 A.M. Standard Time at the mailing address of the Named Insured

Item 4. Coverages:

Coverage A.	**Bodily Injury** & **Property Damage**
Coverage B.	**Personal Injury**
Coverage C.	**Public Officials Errors and Omissions**
Coverage D.	**Unfair Employment Practices**
Coverage E.	**Employee Benefits**

Item 5. Limits:

The limit of our liability for Coverage A, B, C, D and E:
$15,000,000 any one **Occurrence**, Offense or **Wrongful Act** or **Benefit Error**

The limit of our liability for Coverage A, B, C, D and E: $33,000,000 Annual Aggregate

The limit of our liability for pollution:
$150,000 per occurrence / $300,000 annual aggregate

Limits for Uninsured Motorist coverage:
$25,000 per person / $50,000 per accident

Limits for Underinsured Motorist coverage:
$50,000 per person / $100,000 per accident

Limits for Communicable Disease Defense:
$100,000 per claim / $400,000 annual aggregate

Limits for Legal Assist:
$50,000 per claim / $400,000 annual aggregate

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Limits for Defense Only:
$400,000 per claim / $1,200,000 annual aggregate

Limits for Investigatory Agency Defense:
$25,000 per claim/ $400,000 annual aggregate

Item 6. Self-Insured Retention: $400,000

Any one **Occurrence**, Offense or **Wrongful Act** or **Benefit Error**

Item 7. Self-Insured Retention Annual Aggregate: $1,975,000
Annual Aggregate

Item 8. Endorsements:

Communication to Membership
(WMMIC COM 13 (1/18))
Notice to Membership
(WMMIC NOT13 (1/18))
Uninsured Motorists Insurance
(WMMIC UM18 (1/18))
Underinsured Motorists Insurance
(WMMIC UIM18 (1/18))
Unmanned Aircraft Endorsement
(WMMIC UMA23 (1/23))
Selective Pollution Endorsement
(WMMIC POL23 (1/23))
Silica and Silica-Related Dust Exclusion Endorsement
(WMMIC SIL24 (1/24))
Cap on Losses From Certified Acts of Terrorism
(WMMIC TRIA13 (1/18))
Nuclear Energy Liability Exclusion Endorsement
(WMMIC NUC13 (1/18))
Nuclear, Chemical, Biological, Radiological, and Epidemical Terrorism Exclusion Endorsement
(WMMIC NCBRE24 (1/24))
OFAC and Trade Sanctions Exclusion
(WMMIC OFAC (1/21))
Exclusion k Property Damage exclusion
WMMIC PD25 (1/25)

Communicable Disease Defense Endorsement
(WMMIC DIS (1/23))

EWALD FLEET SOLUTIONS LLC
(WMMIC AIE17 (1/25))
State of Wisconsin–Dept. of Natural Resources, and its officers,employees and agents
(WMMIC AIE17 (1/25))

Item 9. Named Insured Schedule:

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Item 10. Premium $719,467



By: _____

Pallin Allen
Executive Director
Wisconsin Municipal Mutual Insurance Company

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WISCONSIN MUNICIPAL MUTUAL INSURANCE COMPANY
LIABILITY POLICY

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

The **Named Insured**, mailing address, and **Policy Period** are those shown on the Declaration Page unless otherwise endorsed. The terms "we," "us," and "WMMIC" refer to the Wisconsin Municipal Mutual Insurance Company. The term "you" refers to the **Named Insured** and any other **insured** as set forth in the "Who Is An Insured" Section of the policy.

Words and phrases that are shown in **bold text** have defined meanings as set forth in the Definitions Section.

COVERAGES

WMMIC will pay those sums that the **Named Insured** becomes legally obligated to pay as **damages** in excess of the Self-Insured Retention Limit shown on the Declarations Page arising out of:

A. **Bodily Injury** and **Property Damage** caused by an **occurrence**;

B. **Personal Injury** caused by an offense;

C. A **Public Officials Error or Omission** caused by a **wrongful act**;

D. An **Unfair Employment Practice** caused by a **wrongful act**;

E. A **Benefit Error** caused by a **wrongful act**;

to which this insurance applies. This insurance applies only if:

(1) the **occurrence,** offense**,** or **wrongful act** takes place during the **policy period** shown on the Declarations Page; and

(2) the **occurrence,** offense**,** or **wrongful act** arises in the course and scope of operations of the **Named Insured** and within the scope of duties for an **Insured**.

DEFENSE AND SETTLEMENT

At its sole discretion, WMMIC has the right and duty to investigate, defend, appeal, and control any **claim** or **suit** seeking **damages** arising out of any **occurrence,** offense**,** or **wrongful act**. WMMIC has no duty to incur or pay any cost, investigate, or defend or settle any **claim** or **suit** unless the allegations contained in the **claim** or **suit** are covered by this Policy.

If a **claim** is made or a **suit** is brought, the **Named Insured** shall notify WMMIC in writing. WMMIC will, at its discretion, investigate any covered **occurrence,** offense**,** or **wrongful act**, and in accordance with WMMIC's policies and procedures, defend and/or settle any covered **claim** or **suit** that may result. The **Named Insured** and any other **insured** shall cooperate fully. If WMMIC provides a defense, WMMIC has the discretion to and will select an attorney to defend the **insured** in the **suit**. If WMMIC provides a defense, it will pay **defense costs**.

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Defense costs do not erode, and are in addition to, the Limit of Liability shown on the Declaration Page. **Defense costs** erode and are included within the Self-Insured Retention limit as shown on the Declaration Page.

If a settlement is made or a judgment is entered against an **insured** for a covered **claim**, and the amount of **damages** and **defense costs** exceeds the **self-insured retention** shown in the Declaration Page, WMMIC shall pay the **damages** and **defense costs** in excess of the **self-insured retention** shown on the Declaration Page. WMMIC shall not be responsible for any further **damages** and **defense costs** after the applicable Limit of Liability has been exhausted by the payment of **damages**.

Should any **insured** retain its own counsel to defend, or to participate in the defense of any **claim**, WMMIC shall have no obligation to pay any cost or expenses resulting from the retention of counsel by the **insured**. Even if an **insured** retains its own counsel, such event shall not in any manner effect or diminish WMMIC's exclusive right to control the defense or settlement of any covered **claim** or **suit**.

WMMIC'S LIMIT OF LIABILITY

Regardless of the number of:

(1) **insureds** under this Policy,
(2) persons or organizations who claim injury and **damages,** and/or
(3) **claims** made or **suits** brought,

WMMIC's liability for **damages** shall be limited as follows:

A. With respect to **claims** or **suits** for **Bodily Injury**, **Property Damage**, **Personal Injury**, **Public Officials Errors and Omissions**, **Unfair Employment Practices**, or **Employee Benefits** liability or any combination thereof, WMMIC's liability shall be limited to the amount of **damages** up to the limit shown on the Declarations Page arising out of any one **occurrence**, offense, or **wrongful act** and in excess of the **self-insured retention** limit.

B. Subject to A. above, WMMIC's liability for **damages** for **Bodily Injury**, **Property Damage**, **Personal Injury**, **Public Officials Errors and Omissions**, **Unfair Employment Practices**, or **Employee Benefits** liability is limited up to the Annual Aggregate Limit shown on the Declaration Page. The **Bodily Injury**, **Property Damage, Personal Injury**, **Public Officials Errors and Omissions**, **Unfair Employment Practices**, or **Employee Benefits** Annual Aggregate limit is the most WMMIC will pay for all **damages** for **Bodily Injury**, **Property Damage**, **Personal Injury**, **Public Officials Errors and Omissions**, **Unfair Employment Practices**, or **Employee Benefits** taking place during the **Policy Period** regardless of the number of **occurrences**, offenses, or **wrongful acts**.

C. For the purpose of determining the limit of WMMIC's liability, all **damages** arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one **occurrence,** offense, or **wrongful act**. It is understood and agreed that this insurance does not apply to **Bodily Injury**, **Property Damage**, **Personal Injury, Public Officials Errors and Omissions**, **Unfair Employment Practices**, or **Employee Benefits** that took place, in whole or in part, prior to the **Policy Period**.

D. **Bodily Injury**, **Property Damage**, **Personal Injury, Public Officials Errors and Omissions**, **Unfair Employment Practices**, or **Employee Benefits** liability taking place

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over more than one **Policy Period** shall be deemed to have taken place during the **Policy Period** when:

(1) any insured actually or constructively became aware by any means that **bodily injury**, **personal injury**, **property damage**, or a **wrongful act** took place or had started; or

(2) the first **occurrence**, offense, or **wrongful act** took place, whether or not during a WMMIC **Policy Period;**

whichever is earlier.

POLICY TERRITORY

This Policy applies to an **occurrence,** offense, or **wrongful act** taking place during the **policy period** in the United States of America, its territories or possessions, the Commonwealth of Puerto Rico, and the District of Columbia, if the **claim** or **suit** is brought in a court of law in a jurisdiction of the United States of America.

WHO IS AN INSURED

Each of the following is an **Insured** to the extent set forth below:

1. The **Named Insured** shown on the Declarations Page.

2. Elected or appointed officials of the **Named Insured**, including members of the **Named Insured**'s governing body or any other committees, boards, commissions of the **Named Insured**, while acting within the course and scope of their duties for the **Named Insured**;

3. **Employees** of the **Named Insured** while acting within the course and scope of their duties for the **Named Insured.**

4. Any person designated in the foregoing paragraphs 1. through 3.:

   a. While acting within the scope of his/her duties:

      (1) with respect to the use of an **automobile** not owned by the **Named Insured**, while being used on the behalf of the **Named Insured**, and then only excess over any other insurance specifically insuring such **automobile,** except that no **employee** of the **Named Insured** shall be considered an **insured** for the purposes of **Uninsured Motorist Coverage or Underinsured Motorist Coverage**.

      (2) While using any **owned automobile** or **hired automobile** and any **insured** legally responsible for the use of the **automobile** with the permission of the **Named Insured**, except that no **employee** of the **Named Insured** shall be considered an **insured** for the purposes of **Uninsured Motorist Coverage or Underinsured Motorist Coverage**. With respect to **hired automobiles**, this insurance will be excess over any other insurance specifically insuring such **hired automobile**.

   b. The coverage extended by this paragraph 4. shall not apply:

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(1) To any person operating an **automobile** while working in a business that sells, services, repairs, delivers, tests, parks, or stores **automobiles,** unless they are **employees** of the **Named Insured** acting within the course and scope of their employment;

(2) To the owner or lessor of any **hired automobile,** other than the **Named Insured**, or any agent or employee of such owner or lessor. This exception does not apply if the owner or lessor is an **insured** designated in paragraphs 1. through 3. above**.**

EXCLUSIONS

This insurance does not apply to:

a. Expected or Intended Injury

Liability for any conduct that an **insured** knew or should have known would result in **damages**. This exclusion does not apply to **bodily injury** or **property damage** resulting from the use of force to protect persons or property.

b. Contractual Liability

Liability for which the **insured** is obligated to pay **damages** for **bodily injury** or **property damage** by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for **damages**:

(1) Assumed in a contract or agreement that is an **insured contract** provided that the **damages** occur subsequent to the execution of the contract or agreement; or

(2) That the **insured** would have in the absence of the contract or agreement.

c. Workers' Compensation and Similar Laws

Liability or any obligation of the Named Insured under a workers' compensation, disability benefits, or unemployment compensation law, or any similar law.

d. Employer's Liability

Liability for **bodily injury** or **personal injury** to:

(1) Any **employee** of the **Named Insured** arising out of and in the course of employment by the **Named Insured** or performing duties related to the conduct of the **Named Insured**'s business; or

(2) The spouse, child, parent, brother, sister, or any resident of the household of an **employee** as a consequence of paragraph (1) above.

This exclusion applies whether the **insured** may be liable as an employer or in any other capacity.

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This exclusion applies to any obligation to share **damages** with or repay someone else who must pay **damages** because of **bodily injury** or **personal injury**.

This exclusion does not apply to liability assumed by the **insured** under an **insured contract**.

e. Pollution

(1) Liability arising out of the actual, alleged, or threatened discharge, dispersal, seepage, migration, release or escape of **pollutants** or **PFAS** at any time;

(2) Loss, costs, expenses or **damages** arising out of any governmental direction or request that any **insured** or any other person or organization test for, monitor, clean-up, remove, contain, treat, detoxify, neutralize, or in any way respond to or assess the effects of **pollutants** or **PFAS**; or

(3) Loss, costs, expenses or **damages**, including, but not limited to, costs of investigation or attorneys' fees, incurred by a governmental unit or any other person or organization to test for, monitor, clean-up, remove, contain, treat, detoxify, neutralize, or in any way respond to **pollutants** or **PFAS**.

(4) This exclusion e., does not apply to loss, costs, expenses or **damages** from sewer back-up resulting from reverse flow or escape of sewage from any fixed sewage line(s) owned, operated, or maintained by the **Named Insured**.

f. Asbestos, Mold or Fungi, and Lead

Liability arising out of, resulting from, or in connection with, or in any manner related to:

(1) contact with, ingestion of, inhalation of, absorption of, existence of, removal of, and/or installation of asbestos or products derived from or containing asbestos in any form, including but not limited to asbestos fibers, asbestos dust, or any goods or products containing asbestos to any extent;

(2) contact with, ingestion of, inhalation of, absorption of, existence of, removal of, and/or remediation of mold or fungi, including but not limited to mold spores or other forms, whether or not there is another cause of loss that may have contributed concurrently or in any sequence to **damages** or a loss;

(3) contact with, ingestion of, inhalation of, absorption of, existence of, removal of, and/or remediation lead in any form, including but not limited to lead dust, lead shavings, or any goods or products containing lead to any extent;

(4) any request, demand, or order that any **insured** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of asbestos, mold or fungi, or lead, in any form or to any extent;

(5) any **claim** or **suit** by or on behalf of a governmental authority for **damages** because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of asbestos, mold or fungi, or lead, in any form or to any extent.

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g. Transit Authorities

Liability for **bodily injury** or **property damage** arising out of the use, ownership, maintenance, or operations of any bus or **automobile** by a transit authority, including but not limited to transit authorities providing on-demand transit, fixed-route transit, or transit by any other method. This exclusion does not apply to **bodily injury** or **property damage** arising on real property owned or operated by the **Named Insured** and used by a transit authority.

h. Gas and Electric Utilities

Liability for **bodily injury, property damage, personal injury,** or **wrongful acts**, arising out of the ownership, maintenance, and/or operation of any gas or electric utility, including but not limited to the generation or transmission of gas and/or electricity.

i. Aircraft & Airfields

Liability for **bodily injury**, **property damage**, **personal injury**, or **wrongful acts**, arising out of the ownership, maintenance, operation, or use including loading or unloading of any:

(1) **Aircraft**;
(2) **Unmanned aircraft** or **unmanned aircraft system**;
(3) **Automobile**;
(4) Airfields or airports;
(5) Runways;
(6) Hangars; or
(7) Buildings or other properties used in connection with aviation activities.

This exclusion does not apply to liability arising out of the use of an **automobile** owned by or leased to the **Named Insured** that is:

i. licensed for highway use; and
ii. being operated:
    (a) in those areas open to the public for the purpose of entering, leaving, or using the parking lots and garages; or
    (b) being operated away from the premises of any airfield; and
iii. being operated by an **employee** of the **Named Insured** within the scope of that **employee**'s duties.

j. War

Liability arising out of:

(1) War, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution.

(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;

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(3) Insurrection, rebellion, revolution, usurped power, and/or action taken by governmental authority in hindering or defending against any of these; or

(4) Confiscation, nationalization, requisition, or destruction of or **property damage** to tangible property by or under the war order of any government or public or local authority.

k. Damage to Property

Property damage to:

(1) Property owned, rented, occupied by, or leased to any **insured**.

(2) **Aircraft** in the care, custody, or control of any **insured,** including **aircraft** over which any **insured** is exercising physical control.

l. Eminent Domain and Land Use

Liability arising out of or in any way connected with the operation of or the principles of eminent domain, condemnation, adverse possession, inverse condemnation or dedication by adverse use or by whatever name called whether or not **damages** are sought, and/or any **claim** or **suit** alleging **damages**, diminution of property value, loss of use, and/or constitutional or civil rights violations, caused by or arising out of a regulatory taking, a temporary taking, easements, annexation, a real estate forfeiture, or any zoning, land use, and/or variance decisions, whether such liability accrues directly against any **insured** or by virtue of any agreement entered into by or on behalf of the **Named Insured**. However, this exclusion shall not apply to liability, loss, cost or expense arising from **property damage** caused by earth movement, subsidence of land, sewer backup, or flooding, even though a legal theory upon which a claimant seeks recovery is the principle of inverse condemnation.

m. Non-Monetary Relief

Any **claim** or **suit** which does not contain demands or prayers for **damages** or seeks only certiorari, injunctive, declaratory, or equitable relief, including but not limited to any **claim** or **suit** arising out of or in connection with any **insured's** decision(s) regarding Open Records disclosure or non-disclosure, Open Meetings requirements, land-use regulation, zoning, variances, social service programs, housing, and any other services administered and/or provided by the **Named Insured**.

n. Health Care Services

Liability for health care services due to:

(1) The use of or operation by or on behalf of the **Named Insured** of:

(a) Any hospital or nursing home;

(b) Any clinic or infirmary that:
i. is located in a jail or correctional facility;

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ii. has overnight facilities; or
iii. performs invasive surgery of any kind; or

(c) Any pharmacy.

(2) Any **health care provider** arising out of his or her professional acts, errors or omissions;

(3) This exclusion does not apply to any liability arising out of:

(a) **Public health services**;

(b) **Unfair employment practices** liability;

(c) Routine custodial maintenance by **employees** of the **Named Insured** at the premises of a facility where **health care services** are provided;

(d) First aid to any person, Good Samaritan Emergency Acts, and First Responders;

(e) Any **Public Health Services** clinic that does not perform invasive surgery of any kind; or

(f) Administrative duties performed by coroners, medical examiners, or medical directors.

o. Cyber Security Exclusion

Liability, injury or **damages**, or loss, cost or expense arising directly or indirectly out of, resulting from, caused by, or contributed to by:

(1) Any **privacy event**;

(2) Any **security event**.

These exclusions apply even if damages are claimed for notification costs, credit monitoring expenses, issuance or reissuance of payment cards, forensic expenses, public relations expenses or any other loss, cost or expense incurred by any **insured** or others arising out of that which is described in paragraph (1) or (2) above, as defined.

(3) Any interruption or failure of services of:

(a) Any electrical, telecommunication (including internet service providers), satellite or mechanical failure of infrastructure or service (including the interruption of electric power supply, power surge, brownouts, blackouts, short circuits, overvoltage, induction or power fluctuation) not under the operational control of the **insured**;

(b) Any cessation or slowdown of those activities conducted by you in the normal conduct of your business or your suspension of your business activities:

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(i) For the purpose of avoiding or mitigating the possibility of transmitting any malware to another person or entity;
(ii) Due to insufficient capacity to process transactions; or
(iii) Due to an overload of activity on any **information system**.

p. Back and Front Pay

Liability or obligation to pay back pay, front pay, fringe benefits, or other compensation.

q. Dishonest, Fraudulent or Criminal Acts, Errors or Omissions

Liability or **damages** for any dishonest, fraudulent, or criminal acts, errors or omissions, committed by or at the direction of any **insured**. However, nothing contained in the foregoing shall exclude coverage for the **Named Insured** any other **insured** who was not aware of or involved in the dishonest, fraudulent, or criminal acts, errors or omissions.

r. Personal Profit or Advantage

Liability arising out of an **insured** gaining in fact any personal profit or advantage to which the **insured** is not legally entitled. However, nothing contained in the foregoing shall exclude coverage for any other **insured** who did not gain personal profit or advantage.

s. Professional Services of Others

Liability arising out of the activities of any attorney-at-law, architect, engineer, surveyor, accountant, physician, physician assistant, advance practice nurse prescriber, nurse practitioner, or other licensed **health care provider** in the scope of his or her professional duties for the **Named Insured** and who is not an **employee** of the **Named Insured**.

t. Violation of Statute, Ordinance, Regulation or Penal Code

Liability arising from the willful violation of any statute, ordinance, regulation or penal code committed by or with the knowledge or consent of an **insured**.

u. Return of Compensation, Taxes, Fines, or Penalties

Any **claim** or **suit** for the return of compensation, taxes, fees, or assessments paid to the **insured** or for any payment by the **Named Insured** of taxes, fines or penalties imposed by law.

v. Fiduciary, Failure of Investments or Fulfillment of Guarantees

Any **claim** or **suit** based upon:

(1) Any activities of an **insured** in a fiduciary capacity including, but not limited to, those with respect to:

(a) property, including related operations, in which the **insured** is acting in a fiduciary or representative capacity;

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(b) a pension, welfare, profit sharing, mutual or investment fund or trust, benefit plan or similar activity in a fiduciary capacity;

(c) the Employee Retirement Income Security Act of 1974 and any amendment thereof or any regulation or orders pursuant thereto;

(d) the issuance, management of proceeds or repayment of bonds, notes or other debt instruments by any **insured** or any agent acting on behalf of such **insured**; or

(e) the purchase, transfer or sale of any securities by any insured or any agent acting on behalf of such **insured**.

(2) Any failure of any investment program, individual securities or savings program to perform as held forth by an **insured**;

(3) Advice given by an **insured** in connection with participation or non-participation in stock subscription plans or savings programs;

(4) Any failure of the **insured** or any insurer, fiduciary, trustee or fiscal agent to perform any of their duties or obligations or to fulfill any of their guarantees with respect to:

(a) The payment of benefits under **employee benefit programs**; or

(b) The providing, handling or investment of funds.

w. Beneficiary Payments

Any **claim** or **suit** for benefits that are lawfully paid or payable to a beneficiary from the funds of an **employee benefit program**.

x. Inadequate Bonds or Insurance

Any **claim** or **suit** that results from not having adequate insurance or bonds.

y. Breach of Contract Liability

Any **claim** or **suit** arising out of or alleging:

(1) a breach of any contract;

(2) a partial breach or failure to substantially perform any contract or any provision of any contract;

(3) a violation of obligations imposed by statutory requirements applied to any contract or agreement, such as, but not limited to, the Wisconsin Fair Dealership law or the Statute of Frauds; or

(4) a breach of the implied duties of good faith and fair dealing.

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z. Abuse or Molestation

Liability arising out of an **abuse or molestation incident** by anyone, including any **insured**, whether or not such **abuse or molestation** was intentional or resulted from negligent conduct.

This exclusion does not apply to **damages** that the **Named Insured** becomes legally obligated to pay because of **bodily injury** or **personal injury** arising out of an **abuse or molestation incident**. However, no **abuse or molestation incident** coverage is provided:

(1) To any **insured** or other person(s) who committed, participated in, or directed any act of **abuse or molestation**.

(2) For any **abuse or molestation** when any administrator, official, trustee, director, officer, or board member of the **Named Insured**, or any person that the **Named Insured** made responsible in an official capacity to prevent or report **abuse or molestation**:

(a) Failed to follow any written policy, rule, protocol, or regulation that governs the **insured** in preventing either the initial **abuse or molestation** or a recurrence of the **abuse or molestation**; or

(b) Failed to report such **abuse or molestation** when under a legal duty to do so; or

(c) Failed to report the discovery of **abuse or molestation** to WMMIC within 90 consecutive days of discovering any incident or series of such **abuse or molestation**.

(3) For any **abuse or molestation:**

(a) where the first act of **abuse or molestation** committed by the same person or two or more persons acting in concert occurred prior to the **policy period** of this policy, even if the **abuse or molestation** by such person or persons continues, resumes or changes during this or subsequent **policy period(s)**.; or

(b) after the report to or discovery by any person that the **Named Insured** made responsible in an official capacity of any alleged **abuse or molestation.**

(4) For any criminal proceedings, including but not limited to, criminal investigations, regardless of whether any **insured** is actually charged with, or convicted of, a crime.

(5) For any **abuse or molestation** arising out of or otherwise occurring in the course of or under the guise of the rendering of or failure to render medical or paramedical services to persons by any medical professional or other **health care provider.**

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aa. Communicable Disease

Liability, loss, costs, expenses, **damages**, or **defense costs** of any nature directly or indirectly caused by, arising out of, resulting from or in connection with any actual, alleged, or threatened transmission of **communicable disease** or its presence or existence. This exclusion applies even if the **claim** or **suit** against an **insured** alleges negligence or other wrongdoing in the:

(1) Communication about **communicable disease**, including any oral or written statements, representations or allegations about it or its presence or existence.

(2) Supervising, hiring, employing, training or monitoring of others that maybe infected with and spread a **communicable disease**;

(3) Testing for a **communicable disease**;

(4) Failure to prevent the spread of a **communicable disease**; or

(5) Failure to report the **communicable disease** to authorities.

bb. Punitive, Exemplary, Statutory and Multiplied Damages

Liability for or any award of:

(1) Punitive damages;

(2) Exemplary damages;

(3) Statutory damages (such as surcharges, fines, fees, penalties, or other amounts not based on actual loss);

(4) Doubled or Trebled damages or any other increase in damages resulting from the multiplication of compensatory damages, in whatever form calculated or assessed;

(5) Fines, fees or penalties; or

(6) any costs, fees, or interest on that part of a judgment attributable to an award of punitive damages or other amounts excluded under (1) through (5) of this exclusion.

cc. PFAS

Liability, loss, damage, cost, expense, fine, or penalty arising out of, resulting from, caused or contributed by, or in any way related to **PFAS**, including, but not limited to:

(1) The actual, alleged, threatened, or suspected:

a. Inhalation of, ingestion of, contact with, exposure to, existence of, or presence of **PFAS**;

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b. Design, manufacture, storage, processing, packaging, handling, testing, distribution, sale or disposal of **PFAS**;
c. Discharge, dispersal, seepage, migration, release, flaking, leakage, leaching, friability, release or escape of **PFAS**;
d. Providing or failing to provide warnings or instructions with respect to **PFAS**;
e. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of **PFAS**; or
f. Violation of any national, state, or local law or regulation related to **PFAS**;

(2) Any request, demand, order or statutory, regulatory or legal requirement of any kind that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, assess or remediate the effects of **PFAS**;

(3) Any claim or suit by or on behalf of any governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing or in any way responding to, or assessing the effects of **PFAS**; or

(4) Any other injury or damage, liability, loss, costs, expense, fine or penalty arising out of or in any way related to **PFAS**, including but not limited to punitive or exemplary damages.

This exclusion applies regardless of whether the goods, products, materials, compounds, or substances that are defined as **PFAS** are a solid, liquid or gas, including but not limited to dust, smoke, vapor, soot or fumes.

POLICY CONDITIONS

This policy is subject to the following conditions:

1. Cancellation

a. The first **Named Insured** shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.

b. We may cancel this policy by mailing or delivering to the first **Named Insured** written notice of cancellation at least 60 days before the effective date of cancellation. If this policy has been in effect for less than 60 days at the time a notice of cancellation is mailed or delivered, and is not a renewal policy, we may cancel for any reason.

If this policy has been in effect for 60 days or more at the time a notice of cancellation is mailed or delivered, or is a renewal of a policy we issued, except as provided in "Anniversary Cancellation" below, we may cancel this policy only for one or more of the following reasons:

(1) The policy was obtained by material misrepresentation;

(2) There has been a substantial change in the risk we originally assumed, except to the extent that we should reasonably have foreseen the change or contemplated the risk in writing the policy;

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(3) There have been substantial breaches of contractual duties, conditions or warranties, including noncompliance with our risk management recommendations, which is a condition of this policy; or

(4) Non-payment of premium.

If this policy has been in effect for 60 days or more at the time a notice of cancellation is mailed or delivered, or is a renewal of a policy we issued, the notice of cancellation will state the reason for cancellation.

c. We will mail or deliver our notice to the first **Named Insured**'s address as shown in the Declarations, with the reasons for cancellation stated therein.

d. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.

e. If WMMIC cancels this policy, we will send the first **Named Insured** any premium refund due; the refund will be pro rata. If the **Named Insured** cancels, there is no refund; all premium is considered fully earned. The cancellation will be effective even if we have not made or offered a refund.

f. If notice is sent by first class mail, proof of mailing will be sufficient proof of notice.

g. If this policy is written for a term of more than one year or has no fixed expiration date, we may cancel this policy for any reason by mailing or delivering to the first **Named Insured** written notice of cancellation at least 60 days before the anniversary date of the policy. Such cancellation will be effective on the policy's anniversary date.

2. Nonrenewal

a. If we elect not to renew this policy, we will mail or deliver written notice of nonrenewal to the first **Named Insured**'s last mailing address known to us. We may elect not to renew for any reason; the notice will state the reason for the nonrenewal. We will mail or deliver the notice at least 60 days before the expiration date of this policy.

b. If you fail to pay the renewal or continuation premium by the premium due date, this policy will terminate on the policy expiration or anniversary date, if we have:

(1) Given you written notice of the renewal or continuation premium not more than 75 days nor less than 10 days prior to the due date of the premium; and

(2) Stated clearly in the notice the effect of nonpayment of premium by the due date.

3. Anniversary Alteration

If this policy is written for a term of more than one year or has no fixed expiration date, we may alter the terms or premiums of this policy by mailing or delivering written notice of less favorable terms or premiums to the first **Named Insured**'s last mailing address known to us. We will mail, by first class mail, or deliver this notice at least 60 days prior to the anniversary date. If we notify the first **Named**

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Insured within 60 days prior to the anniversary date, the new terms or premiums will not take effect until 60 days after the notice was mailed or delivered. The notice will include a statement of the first **Named Insured**'s right to cancel. The first **Named Insured** may elect to cancel the policy at any time during the 60-day period, in accordance with the "Cancellation" Policy Condition.

4. Renewal With Altered Terms

   a. If we elect to renew this policy but on less favorable terms or at higher premiums, we will mail or deliver written notice of the new terms or premiums to the first **Named Insured**'s last mailing address known to us. We will mail, by first class mail, or deliver this notice at least 60 days prior to the renewal date. If we notify the first **Named Insured** within 60 days prior to the renewal date, the new terms or premiums will not take effect until 60 days after the notice was mailed or delivered. The notice will include a statement of the first **Named Insured**'s right to cancel. The first **Named Insured** may elect to cancel the renewal policy at any time during the 60-day period, in accordance with the "Cancellation" Policy Condition.

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

      (1) Is less than 25% and is generally applicable to the class of business to which this policy belongs; or

      (2) Results from a change based on your action that alters the nature or extent of the risk insured against, including but not limited to a change in the classification of the units of exposure, or increased policy coverage.

5. Bankruptcy

   Bankruptcy or insolvency of the **Named Insured** will not relieve us of our obligations under this policy.

6. Changes

   This policy contains all the agreements between you and us concerning the insurance afforded. No changes may be made to this insurance without our express written consent, and the terms of this policy can be amended or waived only by an endorsement issued by us and made a part of this policy. Any requests for changes in the policy must be made by the first **Named Insured** shown in the Declarations.

7. Duties in the Event of an Occurrence, Incident, Wrongful Act, Benefit Error, Claim or Suit

   a. You must notify us promptly of any **occurrence**, incident, **wrongful act**, or **benefit error** that may result in a **claim** or **suit**, even if other insurance coverage may be available to you. To the extent possible, notice should include:

      (1) How, when and where the **occurrence**, incident, **wrongful act**, or **benefit error** took place;
      (2) The names and addresses of any injured persons and witnesses;

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(3) The nature and location of any injury or **damages** arising out of the **occurrence**, incident, **wrongful act**, or **benefit error**;

(4) Identification of a serious injury, regardless of considerations of liability or coverage, including but not limited to the following:

(a) Death;
(b) An amputation or loss of use of an extremity;
(c) Head injury and/or brain injury, coma, or seizures;
(d) Blindness or loss of vision in one or both eyes;
(e) Injury to the spinal cord;
(f) Multiple fractures;
(g) Nerve damage and/or paralysis;
(h) Massive internal injuries affecting body organs;
(i) Second or third-degree burns;
(j) Death of a detainee while in custody or during the arrest process;
(k) Discharge of a firearm resulting in injury or death;
(l) Rape and/or sexual molestation of any individual;
(m) Class actions or putative class actions; or
(n) Any other serious injury that might involve WMMIC.

b. You and any other involved **insured** must:

(1) In the event of a **claim** or **suit**, immediately send us copies of any demands, notices, summonses or legal papers received in connection with the **claim** or **suit**.

(2) Cooperate with us in the investigation, settlement or defense of the **claim** or **suit**.

(3) Authorize us to the extent provided by law to obtain medical records or other pertinent information.

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the **insured** because of injury or **damages** or **benefit error** to which this insurance may also apply.

c. No **insured** will, except at that **insured**'s own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

8. Examination of Your Books and Records

We may examine and audit your books and records as they relate to this policy at any time.

9. Governmental Immunity

Nothing contained in this policy shall be deemed a waiver of any statutory immunity or limitation of liability available to any **insured**. We do not waive our right to deny liability by reason of such immunity or limitation.

10. Inspections and Surveys

We have the right, but are not obligated, to:

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a. Conduct inspections, audits, and surveys at any time;
b. Give you reports on the conditions we find; and
c. Recommend changes.

Any inspections, audits, surveys, reports or recommendations relate only to insurability and the premiums to be charged applicable to this policy. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. We do not warrant that conditions are safe or healthful or comply with laws, regulations, codes or standards.

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

11. Other Insurance

If other valid and collectible insurance is available to the **insured** for a loss we cover under this policy, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when paragraph b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in paragraph c. below.

b. Excess Insurance

(1) This insurance is excess over:

(a) Any other insurance, whether primary, excess, contingent, or on any other basis:

i. That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for your work;
ii. That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
iii. That is insurance purchased by you to cover your liability as a tenant for **property damage** to premises rented to you or temporarily occupied by you with permission of the owner; or
iv. If the loss arises out of the maintenance or use of **aircraft**, **automobiles** or watercraft not otherwise excluded by the policy;
v. That is a Directors & Officers liability policy;
vi. That is an Errors or Omissions liability policy;
vii. That is an Airport policy;
viii. That is a professional liability policy;
ix. That is any other policy providing specialized liability coverage.

(b) Any other primary insurance available to you covering liability for **damages** arising out of the premises or operations, or the products and

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completed operations, for which you have been added as an insured or additional insured.

(2) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(a) the total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(b) The total of all deductible and self-insured amounts under all that other insurance.

(3) When this insurance is excess, we will have no duty under this policy to defend the **insured** against any **claim** or **suit** if any other insurer has a duty to defend the **insured** against that **claim** or **suit**. If no other insurer defends, we will undertake to do so, but we will be entitled to the **insured's** rights against all those other insurers.

(4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of the policy.

c. Method of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

12. Premiums

The first **Named Insured** shown in the Declarations:

a. Is responsible for payment of all premiums; and

b. Premiums are fully-earned.

13. **Self-Insured Retention** Funding Obligation

a. The **Named Insured** shall provide such funds for deposit in the **Self Insured Retention** account as we may require from time-to-time to maintain a minimum balance, the amount of which will be determined at our discretion.

b. Except for **claims** or **suits** under certain coverages with specified sublimits, the amount of the **Self-Insured Retention** shown in the Declarations shall apply to each **occurrence**, offense, or **wrongful act**.

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c. The amount of the Annual Aggregate **Self-Insured Retention** shown in the Declarations is the most the **Named Insured** will be required to pay for all **occurrences**, offenses, or **wrongful acts** covered under any one **Policy Period**. Once the amount of the Annual Aggregate **Self-Insured Retention** has been paid, no **Self-Insured Retention** applies to additional **occurrences**, offenses, or **wrongful acts** covered under the same **Policy Period**.

14. Separation of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned to the **Named Insured**, this insurance applies:

a. As if each **Insured** were the only **Insured**; and

b. Separately to each **Insured** against whom **claim** is made or **suit** is brought.

15. Subrogation

If any **insured** has rights to recover all or part of any payment we have made under this policy, those rights are transferred to WMMIC. The **insured** must do nothing after loss to impair those rights, and the **insured** shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. At WMMIC's request, the **insured** will bring suit or transfer those rights to us and help us enforce them.

16. Transfer of Your Rights and Duties Under this Policy

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

17. Dispute Resolution

Any dispute or other matter in question between you and us arising out of or relating to this policy shall be addressed by the following process:

a. an appeal by the **Named Insured** to the Executive Director within 45 days of the adverse decision;

b. if no accord is reached as a result of the appeal to the Executive Director, the **Named Insured** may appeal to the Board by written submission within 45 days of the response of the Executive Director;

c. the decision of the Board may be appealed within 45 days of the Board's decision by submitting the matter to an arbitration panel consisting of one arbitrator chosen by the **Named Insured** and one arbitrator chosen by WMMIC, and a third arbitrator chosen by the first two arbitrators, and as further described in paragraph d. below.

d. Within 45 days of the Board's decision, the party(ies) demanding arbitration shall communicate its demand for arbitration to the other party(ies) in writing, identifying the nature of the dispute and the name of its arbitrator. The other party shall then be bound to name its arbitrator within 30 days after the receipt of the demand.

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Failure or refusal of the other party to so name its arbitrator shall empower the demanding party to name the second arbitrator. If the first two arbitrators are unable to agree upon a third arbitrator after the second arbitrator is named, each arbitrator shall name three candidates, two of whom shall be declined by the other arbitrator, and the choice shall be made between the two remaining candidates by drawing lots.

The arbitrators shall adopt their own rules and procedures and are relieved from judicial formalities. In addition to considering the rules of law and the customs and practices of the insurance business, the arbitrators shall make their award with a view to effecting the intent of this policy and according to Wisconsin law.

The arbitration will be held at the times and places agreed upon by the arbitrators. The decision of the majority of the arbitrators shall be in writing and shall be final and binding upon the parties.

Each party shall bear the cost of its own arbitrator and shall jointly and equally bear with the other party the expense of the third arbitrator and other costs of the arbitration. In the event the first two arbitrators are chosen by one party, the fees of all arbitrators shall be equally divided between the parties.

Failure to timely appeal at any stage of the process will affirm WMMIC's determination.

DEFINITIONS

1. **Abuse or molestation** means actual or alleged:

   a. Physical or mental abuse, sexual abuse, emotional mistreatment, sexual misconduct, sexual exploitation, or sexual molestation of any one or more persons; or

   b. Any other unwelcome or offensive conduct of a sexual nature, whether physical, verbal or written, including conduct using visual images or through electronic means, directed against any one or more persons, including any conduct that causes, grooms, or is intended to cause or groom any one or more persons to engage in any act of a sexual nature or is done to arouse or satisfy a sexual desire of anyone; or

   c. Negligent:

      (1) Employment;
      (2) Investigation;
      (3) Supervision;
      (4) Retention;

      Of a person or persons for whom any **insured** is or ever was legally responsible and whose conduct is described in Paragraph a. or b. of this definition.

   d. Breach of any legal obligation or duty owed to any one or more persons arising out of any conduct described in Paragraph a. or b. of this definition.

   Abuse or molestation is outside the course and scope of the duties of any **employee** of the **Named Insured.**

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Abuse or molestation does not include employment-related sex discrimination, sexual harassment, or other employment-related conduct giving rise to a **claim** or **suit** for **Unfair Employment Practices** or that otherwise constitutes an **Unfair Employment Practice.**

2. **Abuse or Molestation Incident** means a single act or multiple acts, including continuous, related or repeated acts of **abuse or molestation** by one person or two or more persons acting together. All acts in an **abuse or molestation incident** committed by any one person or two or more persons acting together will be deemed to be a single **occurrence** or single offense. All resulting **bodily injury** or **personal injury** will be deemed to have occurred at the time of the first act of **abuse or molestation**, whether or not such first act occurred during a **policy period** covered by WMMIC and without regard to the number of:

   a. Persons suffering **abuse or molestation**;
   b. Policy Periods over which the acts of **abuse or molestation** took place;
   c. Such acts of **abuse or molestation**;
   d. Locations in which acts of **abuse or molestation** took place;
   e. Breaches of legal obligation or duty; or
   f. Persons perpetrating or participating in each act of **abuse or molestation**.

   Only the insurance policy and its corresponding limit of liability in effect during which the first act of such **abuse or molestation** occurred will apply to such single **occurrence** or single offense in connection with an **abuse or molestation incident**, regardless of whether or not such first act occurred during a **policy period** covered by WMMIC.

3. **Administration of Employee Benefits Programs** means:

   a. Giving counsel to any current, former, or retired **employee** of the **Named Insured** and the heirs, legatees, personal representatives, beneficiaries or assigns with respect to **Employee Benefits Programs**;

   b. Interpreting the **Employee Benefits Program(s)**;

   c. Handling the records in connection with the **Employee Benefits Program(s)**; and

   d. Adjusting or affecting enrollment, termination, or cancellation or omission of an **employee** of the **Named Insured** in the **Employee Benefits Program(s)**.

4. **Aircraft** means a vehicle designed for the transport of persons or property principally in or through the air.

5. **Automobile** means a land motor vehicle or trailer designed for travel on public roads, including any attached machinery or equipment.

6. **Bodily Injury** means bodily harm, sickness, disability or disease. **Bodily injury** shall also mean mental injury, mental anguish, humiliation, shock or death if arising out of physical injury, sickness, disability or disease. **Bodily injury** shall include care and loss of services resulting at any time from the bodily injury of any person or persons.

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7. **Benefit Error** means any alleged or actual act of negligence, error, mistake or omission by an **insured** in his or her duties for the **Named Insured** in the **Administration of Employee Benefits Program(s)**.

8. **Claim** means a demand for **damages**.

9. **Communicable disease** means an illness due to an infectious agent or its toxic products which is transmitted, directly or indirectly, to a person from an infected person, animal or anthropoid, or through the agency of an intermediate animal, host, vector or inanimate environment. **Communicable disease** shall include, but not be limited to Acquired Immunodeficiency Syndrome (AIDS) or Human Immunodeficiency Virus (HIV), MRSA, Severe Acute Respiratory Syndrome (SARS), Ebola, Novel Coronavirus 19 (COVID-19), chicken pox, hepatitis, measles, meningitis, mononucleosis, tuberculosis, whooping cough, cholera, bubonic plague and anthrax.

10. **Damages** means only compensatory or actual damages, consisting of general and special damages resulting from an **occurrence** under Coverage A, an offense under Coverage B, or a **wrongful act** under Coverage C. **Damages** does not include:

    (a) any amounts that are **Damages for Unfair Employment Practices** under Coverage D, or **Damages for Employee Benefits** under Coverage E;
    (b) punitive damages, exemplary damages, statutory damages, or any increased damages resulting from the multiplication of compensatory damages however calculated or assessed;
    (c) any amounts sought by third-parties as refunds or reimbursements of charges, fees, taxes, assessments, or penalties collected by the **Named Insured**;
    (d) any civil or criminal fines, penalties or sanctions imposed on an **insured** whether pursuant to statute, regulation, or any other basis;
    (e) any costs of complying with declaratory, injunctive, other equitable relief, or remedial or preventative measures whether or not ordered by a court or governmental entity;
    (f) any obligation of the **Named Insured** to pay back pay, front pay, fringe benefits, or other compensation.

11. **Damages for Employee Benefits** liability means those damages which are payable because of injury to rights or interests of a current, former or retired **employee** of the **Named Insured** and the heirs, legatees, personal representatives, beneficiaries or assigns in the **Employee Benefits Program(s)**.

12. **Damages for Unfair Employment Practices** means only a monetary judgment, monetary award, or a monetary settlement, and includes third-party attorney fees and costs awarded against an **insured** as authorized by statute and or allowed as damages under fee-shifting statutes, but does not include back pay, front pay, fringe benefits, or other compensation.

13. **Defense costs** means reasonable fees charged by an attorney, including expenses of a claims servicing organization, and all other reasonable fees, costs and expenses attributable to the investigation, defense, administration, or appeal of a **claim** or **suit,** including pre-judgment or post judgment interest on that portion of a judgment we pay within the scope of coverage and limits afforded by this Policy. If incurred at WMMIC's request to assist in the investigation or defense of a **claim** or **suit**, WMMIC will pay an **insured's** expenses up to $200 per day. WMMIC will not pay any allocated claims expenses, salaries, or overhead incurred by any **employee** of a **Named Insured**.

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14. **Employee** means:

a. a person employed by the **Named Insured** for wages or salary;
b. a person expressly authorized by the **Named Insured** as a volunteer or intern;
c. a leased worker, which is a person leased to the **Named Insured** by a labor leasing firm or Professional Employer Organization under an agreement between the **Named Insured** and the labor leasing firm to perform duties related to the conduct of the **Named Insured**'s business, and which is not a consultant or independent contractor.

Employee does not include:

d. a person furnished by an entity that is not the **Named Insured**;
e. a consultant; or
f. an independent contractor.

15. **Employee Benefits Liability** means the legal liability of the i**nsured** for which any **Insured** shall become obligated to pay as **damages** because of any **claim** made against the **Named Insured** due to a **Wrongful Act** of any i**nsured** in the **Administration of Employee Benefits Program(s)** for the **Named Insured**.

16. **Employee Benefits Program(s)** means benefits provided to a **Named Insured's employee** as part of the **employee**'s total compensation package, and includes:

a. group life insurance, group disability insurance, group accident or health insurance, retirement plans, pension plans, deferred compensation plans, unemployment insurance or coverage, Workers' Compensation, Social Security benefits, disability benefits, dependent care assistance plans, Flexible Spending Accounts, Health Reimbursement Accounts and Health Savings Accounts, and

b. any other similar Employee Benefit Plans.

17. **Health care provider** means an individual health care professional who is licensed, registered or certified as a physician, physician assistant, advanced practice nurse practitioner, advance practice nurse prescriber, chiropractor, psychologist, optometrist, pharmacist, dentist, or podiatrist. **Health care provider** does not include registered nurses or licensed practical nurses providing **public health services**.

18. **Hired automobile** means an **automobile** used under contract, on behalf of, or loaned to an **employee** of the **Named Insured**, provided such **automobile** is not owned by or registered in the name of the **Named Insured** or an **employee** of the **Named Insured**.

19. **Information system** means any:
a. Electronic device;
b. Electronic or paper storage system; or
c. Communication networks;

including, but not limited to, cloud or other multi-tenant storage models.

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20. **Insured** means a person or entity that qualifies as described in the "Who Is An Insured" section of this Policy.

21. **Insured contract** means:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an insured contract;

b. A sidetrack agreement;

c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;

d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement;

f. That part of any other contract or agreement pertaining to the **Named Insured**'s operations (including an indemnification of a municipality in connection with work performed for a municipality) under which the **Named Insured** assumed the tort liability of another party to pay for **bodily injury** or **property damage** to a third person or organization, provided that tort liability is caused in whole or in part by an **employee** of the **Named Insured** while performing duties in the course and scope of their employment. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. 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, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;

(2) That indemnifies an architect, engineer, or surveyor for injury or damage arising out of:
   (a) Preparing, approving, or failing to prepare or approve, maps, shop drawing, opinions, reports, surveys, field orders, change orders, or drawings and specifications; or
   (b) Giving directions or instructions, of failing to give them, if that is the primary cause of the injury or damage; or

(3) Under which the **insured**, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the **insured**'s rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.

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22. **Loading or unloading** means all phases of handling property, including when it is going into or onto an **automobile** or **aircraft**, while it is located in or on an **automobile** or **aircraft**, and when it is taken out of or off of an **automobile** or **aircraft**.

23. **Named Insured** means the entity designated as such on the Declarations page.

24. **Occurrence** means an accident, including continuous or repeated exposure to substantially the same general harmful conditions, which results in **bodily injury** or **property damage**, which is neither expected nor intended from any **insured**'s standpoint unless the **bodily injury** or **property damage** results from the use of reasonable force to protect persons or property.

25. **Owned Automobile** means an **automobile** owned by or under long-term lease to the **Named Insured**.

26. **Payload** means any property installed on, carried on-board, or being loaded onto or unloaded from, an **unmanned aircraft**. **Payload** includes but is not limited to cameras or other equipment enhancing the utility of the **unmanned aircraft** or products loaded prior to flight to, dispensed during flight from or removed after flight from, an **unmanned aircraft**.

27. **Personal Injury** means injury, other than **bodily injury**, to a person or persons other than **employees** of the **Named Insured**, arising out of one or more of the following offenses:

    a. False arrest, false imprisonment, wrongful detention, false or improper service of process, abuse of process, or malicious prosecution;

    b. Wrongful entry into, or eviction of any person from, a room, dwelling, or premises that a person occupies, or other invasion of the right of private occupancy;

    c. A publication or utterance that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, or reputation;

    d. A publication or utterance that violates a person's right of privacy;

    e. Constitutional or civil rights violations, discrimination on any basis including but not limited to race, religion, nationality, national origin, color, creed, sex, sexual preference, employment, age, or disability;

    f. Use of force exercised by, at the direction of, or with the consent of the **Named Insured** for the purpose of protecting persons from injury or death, or property from damage.

    All resulting **personal injury** will be deemed to have occurred at the time of the first offense, whether or not such first offense took place during a **policy period** covered by WMMIC and without regard to the number of persons suffering **personal injury, policy periods** during which offenses took place, number or kinds of offenses, locations in which offenses took place, or number of **insureds** involved in each offense. Only the insurance policy and its corresponding limit of liability in effect during which the first offense took place will apply, regardless of whether or not such first offense occurred during a **policy period** covered by WMMIC.

28. **PFAS** means:

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a. any perfluoroalkyl or polyfluoroalkyl substances, including but not limited to, Perfluorooctane sulfonate (PFOS), Perfluorooctanoic acid (PFOA), Perfluorononanoic acid (PFNA), Perfluorodecanoic acid (PFDA), Perfluorobutane sulfonic acid (PFBS), N-Methylperfluorooctane sulfonamido acetic acid (Me-PFOSA-AcOH), Perfluorobutanesulfonate, Perfluorohexane sulfonic acid (PFHxS), Potassium Perfluorobutane Suflonate (PFBS), or ammonium perfluorooctanoate (APFO), GenX, including hexafluoropropylene oxide dimer acid (HFPO-DA);

b. any substance that, by whatever name known:

(1) has a similar chemical formulary, formation, or structure to any substance listed in paragraph a. above;
(2) is a derivative of or an intended replacement of any substance listed in paragraph a. above;
(3) is an associated homologue, isomer, salt, ester, alcohol, acid, or is a related degradation or by-product, of any substance listed in paragraph a. above;
(4) contains at least one fully fluorinated methyl or methylene carbon atom (without any H/Cl/Br/I atom attached to it); or
(5) had been referred to by chemical structure, name or CAS Number, as a known or suspected PFAS, perfluoroalkyl, or polyfluoroalkyl chemical or substance in any foreign or United States federal, state or local statute, law, regulation, rule or written proposed rule, or governmental bulletin (including but not limited to publications of the United States Environmental Protection Agency) that had been published as of the effective date of this policy; or

c. any goods, products, materials, compounds, or substances that actually or allegedly consist of, contain, or are contaminated with any amount of the substances described in paragraphs a. or b. above.

29. **Policy Period** means the timeframe between the effective date and expiration date of insurance coverage as designated on the Declarations page.

30. **Pollutants** means any solid, liquid, gaseous or thermal irritant or contaminant, including **PFAS**, smoke, vapor, soot, fumes, acids, alkalis, chemicals, excrement, bodily fluids, and waste material. Waste material includes industrial or household materials which are intended to be recycled, reconditioned or reclaimed.

31. **Privacy event** means any actual or alleged:

a. Access to or disclosure of **protected information**;

b. Loss of **protected information**;

c. Failure to maintain or provide your publicly available privacy policy in compliance with any **privacy or security regulation**; or

d. Violation of any **privacy or security regulation**.

32. **Privacy or security regulation** means any current or future statute or regulation associated with the control, correction, collection, protection, retention, handling, disposal, processing, disclosure,

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sharing, sale, maintenance, acquisition, storage, access to, use or misuse, of **protected information**. **Privacy or security regulation** includes but is not limited to:

a. The Health Insurance Portability and Accountability Act of 1996 (as amended) (HIPAA) or the Health Information Technology for Economic and Clinical Health Act (HITECH Act) and their implementing regulations, or protected health-related information under any similar federal, state, local or foreign law;

b. The Gramm-Leach Bliley Act of 1999 and its implementing regulations;

c. The California Security Breach Notification Act (CA SB 1386) and Massachusetts 201 CMR 17;

d. The Identity Theft Red Flags under the Fair and Accurate Credit Transactions Act of 2003;

e. The Fair Credit Reporting Act;

f. Section 5(a) of the Federal Trade Commission Act, 15 U.S.C. §45(a), but solely for alleged violations of unfair or deceptive acts or practices in or affecting commerce;

g. The Data Protection Act of 1998 or similar legislation to comply with the European Union Data Protection Directive 95/45/EC of 1995; or by the European Union General Data Protection Regulation (GDPR).

h. The New York Cybersecurity Regulation (23 NYCRR Part 500);

i. The California Consumer Privacy Act of 2018;

j. The Biometric Information Privacy Act; or

k. Any other federal, state, local or foreign statutes, laws, rules or regulations similar to those described above.

33. **Products/completed operations hazard:**

a. means **bodily injury** and **property damage** occurring away from premises you own or rent and arising out of your product or your work except:

(1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned. However, your work will be deemed completed at the earliest of the following times:

(a) When all of the work called for in your contract has been completed.

(b) When all of the work to be done at the job site has been completed if your contract call for work at more than one job site;

(c) When that part of the work done at a job site has been put to its intended use by any other person or organization other than another contractor or subcontractor working on the same project.

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Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. does not mean **bodily injury** or **property damage** arising out of:

(1) The transportation of property, unless the injury or **damages** arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the **loading or unloading** of that vehicle by any **Insured**;

(2) The existence of tools, uninstalled equipment or abandoned or unused materials; or

(3) Products or operations for which the classification, listed in the Declarations or in a policy schedule, states that products-completed operations are subject to the General Aggregate Limit.

34. **Property Damage** means:

a. physical injury to or destruction of tangible property which occurs during the **Policy Period** including the loss of use thereof at any time resulting therefrom; or

b. loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by an **occurrence** during the **Policy Period**.

35. **Protected information** means any:

a. information not available to the general public through which an individual may be identified including, but not limited to, an individual's:

(1) Social security number, driver's license number or state identification number;
(2) Protected health information;
(3) Financial account numbers;
(4) Security codes, passwords, PINs associated with credit, debit or charge card numbers which would permit access to financial accounts;
(5) Biometric data; or
(6) Any other nonpublic information as defined in any **privacy or security regulation**; or

b. Business records, customer lists, intellectual property (including but not limited to patents, trade secrets, data, designs, interpretations, forecasts, methods, practices, processes, records, reports, ideas or expressions of ideas) or any other non-public information entrusted to an **insured** under a written contract to protect its confidentiality.

36. **Public health services** means occupational physical examinations, non-clinic nursing services, or services of **employees** of the **Named Insured** who are registered nurses, licensed practical nurses, paramedics, emergency medical technicians, speech therapists, speech pathologists, nutritionists, psychologists, counselors, audiologists, or physical therapists. **Public health services** does not include the provision of medical or nursing services in a jail clinic or health services unit (HSU).

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37. **Public Officials Error or Omission** means any alleged or actual **wrongful act** by an **insured** in the course and scope of his or her duties for the **Named Insured.**

38. **Security event** means any actual, alleged or threatened:

    a. Unauthorized access to or unauthorized use of any **information system**;

    b. Denial of service attack;

    c. **Social engineering incident**;

    d. Extortion or ransomware incident;

    e. Release, introduction, transmission or facilitation of any malware into any **information system**; or

    f. Violation of any **privacy or security regulation.**

39. **Self-Insured Retention** means the amount of money the **Named Insured** must pay on a **claim** or **suit** before WMMIC will pay any **damages** on behalf of the **Named Insured**, as set forth in the Declarations, and the Limit of Liability and Policy Condition Sections herein. However, the **Named Insured** shall not be liable for any amount in excess of the Annual Aggregate Limit under this policy as set forth in the Declarations.

40. **Social engineering incident** means any **insured**:

    a. Having transferred, paid or delivered funds, data or information; or

    b. Accepted, completed or relayed instructions as a result of a deceptive, misleading or deceitful written instruction, electronic instruction (including e-mail or web-based instruction) or telephone or in-person instruction.

41. **Suit** means a civil proceeding in which **damages** are alleged because of **bodily injury**, **property damage**, **personal injury**, **Public Officials Errors and Omissions**, **Unfair Employment Practices**, or **Employee Benefits Liability** to which this Policy applies. **Suit** includes:

    a. An arbitration proceeding in which **damages** are claimed and to which the **Insured** must submit or does submit with the consent of WMMIC; or

    b. Any other alternative dispute resolution or proceeding in which **damages** are claimed and to which the **Insured** submits with the consent of WMMIC.

42. **Unfair Employment Practice(s)** means any **wrongful act** relating to a past, present or prospective **employee** of the **Named Insured** and/or the spouse, child, parent, or sibling of that person as a consequence of **Unfair Employment Practices** at whom any of the employment-related practices described below is directed for or arising out of any actual or alleged wrongful demotion, discrimination, dismissal, discharge, actual or constructive termination, employment-related misrepresentation, wrongful failure to employ or promote, wrongful deprivation of career opportunity or reassignment, wrongful discipline, negligent employee evaluation, sexual or workplace harassment, or other adverse employment event, or humiliation of any kind including,

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but not limited to, the alleged operation of a harassing workplace environment or unlawful discrimination, whether direct, indirect, intentional or unintentional, and/or failure to provide adequate employee policies and procedures.

Unfair Employment Practices shall include **wrongful acts** as defined under local, state or federal law, whether common law or statutory, and shall include, but not be limited to, allegations of violations of the following federal laws, as amended, including regulations promulgated thereunder:

a. Americans with Disabilities Act of 1992 (ADA);
b. Civil Rights Act of 1991;
c. Age Discrimination in Employment Act of 1967 (ADEA), including the Older Workers Benefit Protection Act of 1990;
d. Title VII of the Civil Rights Law of 1964, as amended (1983),and amendments thereto, including the Pregnancy Discrimination Act of 1978;
e. Civil Rights Act of 1866, Section 1981; and;
f. Fifth and Fourteenth Amendments of the U.S. Constitution;.
g. The Equal Pay Act;
h. The Immigration Reform and Control Act of 1986; and
i. The Family and Medical Leave Act of 1993.

43. **Unmanned Aircraft** means a self-powered vehicle that is designed and manufactured to be operated principally in or through the air without the possibility of being controlled directly by a person from within or on-board the vehicle.

44. **Unmanned aircraft system** means an **unmanned aircraft** and its associated elements, including the control stations, communication links, data links, navigation equipment, launch / recovery equipment, other support equipment and **payload** that are required for the pilot-in-command together with his or her crewmembers and visual observers to operate safely and efficiently in the national airspace system.

45. **Wrongful Act** means any actual or alleged breach of duty, error or omission arising out of the conduct or performance of an **insured** in the performance of his or her or their duties on behalf of the **Named Insured**. All such exposure to substantially the same actual or alleged breach of duty, error or omission shall be deemed one **wrongful act**.

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WI-KENOSHA-26-0378-A-000053

WISCONSIN MUNICIPAL MUTUAL INSURANCE COMPANY
2418 Crossroads Drive, Suite 1500
Madison, WI 53718

KEEP THIS NOTICE WITH YOUR INSURANCE PAPERS

PROBLEMS WITH YOUR INSURANCE?—If you are having problems with your insurance company or agent, do not hesitate to contact the insurance company or agent to resolve your problem.

WISCONSIN MUNICIPAL MUTUAL INSURANCE COMPANY
2418 Crossroads Drive, Suite 1500
Madison, WI 53718
608-246-3336

You can also contact the **OFFICE OF THE COMMISSIONER OF INSURANCE**, a state agency which enforces Wisconsin's insurance laws, and file a complaint.

You can contact the **OFFICE OF THE COMMISSIONER OF INSURANCE** by contacting:

Office of the Commissioner of Insurance
Complaints Department
P. O. Box 7873
Madison, WI 53707-7873
1-800-236-8517
608-266-0103

AMERICAN OVERSIGHT

WISCONSIN MUNICIPAL MUTUAL INSURANCE COMPANY
2418 Crossroads Drive, Suite 1500
Madison, WI 53718

THIS ENDORSEMENT FORMS PART OF YOUR POLICY CONTRACT.
PLEASE READ IT CAREFULLY.

UNINSURED MOTORISTS INSURANCE

For the fleet of vehicles owned and licensed by the **Named Insured**, this endorsement modifies the insurance provided under the following:

LIABILITY POLICY

A. INSURING AGREEMENT

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

2. If this insurance provides a limit in excess of the amounts required by the applicable law where a covered **automobile** is principally garaged, we will pay only after all liability bonds or policies have been exhausted by judgments or payments.

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

B. EXCLUSIONS

The coverage provided by this Endorsement does not apply to:

1. Any **claim** or **suit** settled without our consent;

2. Anyone using an **automobile** without permission to do so;

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

4. Punitive or exemplary damages.

5. **Bodily injury** arising directly or indirectly out of:

   (a) War, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution;

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

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

C. WHO IS AN INSURED

For the purposes of the coverage provided by this Endorsement, the following are **insured**s:

1. Any person qualifying as such under paragraph 4 of the WHO IS AN INSURED section of the LIABILITY POLICY, except that no **employee** of the **Named Insured** shall be considered an **insured** under this Endorsement.

2. Anyone else **occupying** a covered **automobile** or a temporary substitute for a covered **automobile**. The covered **automobile** must be out of service because of its breakdown, repair, servicing, loss or destruction.

3. Anyone for **damages** he or she is entitled to recover because of **bodily injury** sustained by another **insured**.

D. OUR LIMIT OF LIABILITY

1. Because a single premium is charged for uninsured motorist coverage for all of the **Named Insured**'s fleet of **automobiles**, the most we will pay under this endorsement is $25,000 per person per **auto accident**. Regardless of the number of covered **automobiles**, **insureds**, **claims** made, or vehicles involved in an **auto accident,** the most we will pay for all **damages** resulting from any one **auto accident** is $50,000.

2. Any amount paid under the coverage provided by this Endorsement will reduce any amount an **insured** may be paid under the **Named Insured**'s LIABILITY POLICY.

E. DEFINITIONS

In addition to the DEFINITIONS provided in the LIABILITY POLICY, the following words and phrases have special meaning for the coverage provided by this Endorsement.

1. **Auto accident** means a sudden unexpected collision involving one or more automobiles, including repeated or consecutive exposure to the same conditions, resulting in **bodily injury** or **property damage**.

2. **Occupying** means in, upon, getting in, on, out or off.

3. **Uninsured motor vehicle** means an **automobile**, land motor vehicle, or trailer:

   a. For which at the time of an **auto accident** no liability bond or policy provides at least the applicable minimum limit for liability coverage amounts required by the applicable law where the **automobile** is principally garaged;

   b. For which an insuring or bonding company denies coverage or is or becomes insolvent;

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c. Which is a hit-and-run vehicle and neither the driver nor owner can be identified. The hit-and-run vehicle must hit an **insured**, a covered **automobile**, or a vehicle an **insured** is **occupying**, or must hit another **automobile** that hits an **insured**, a covered **automobile**, or a vehicle an **insured** is **occupying**.

d. An unknown vehicle, if all of the following apply:

(1) The facts of the **auto accident** are corroborated by competent evidence that is provided by someone other than an **insured** or any other person who makes a **claim** against the uninsured motorist coverage as a result of the **auto accident**.

(2) Within 72 hours after the **auto accident**, an **insured** or someone on behalf of an **insured** reports the **auto accident** to a police, sheriff, or other law enforcement officer or to the department of transportation or, if the **auto accident** occurs outside of Wisconsin, the equivalent agency in the state where the **auto accident** occurs.

(3) Within 30 days after the **auto accident** occurs, an **insured** or someone on behalf of an **insured** files with WMMIC a statement under oath that the **insured** or a legal representative of the **insured** has a cause of action arising out of the **auto accident** for **damages** against a person whose identity is not ascertainable and setting forth the facts in support of the statement.

However, **uninsured motor vehicle** does not include any **automobile**, land motor vehicle or trailer:

e. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer who is or becomes insolvent and cannot provide the amounts required by that motor vehicle law;

f. Owned by a governmental unit or agency; or

g. Designed for use mainly off public roads while not on public roads.

F. CHANGES IN POLICY CONDITIONS

The POLICY CONDITIONS section of the LIABILITY POLICY is changed for UNINSURED MOTORISTS INSURANCE as follows:

Policy Condition number 7, Duties in the Event of an Occurrence, Incident, Wrongful Act, Benefit Error, Claim or Suit is changed by adding the following:

d. You or an **insured** must promptly notify the police, sheriff, or other law enforcement officer as set forth in this endorsement if a hit-and-run driver or unknown vehicle is involved in an **auto accident**; and

e. You or an **insured** must promptly notify WMMIC as set forth in this endorsement if a hit-and-run driver or unknown vehicle is involved in an **auto accident.**

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G. SELF-INSURED RETENTION

Sums that we pay to an **insured** under this endorsement shall be charged against the **Named Insured**'s self-insured retention account. If the **Named Insured**'s self-insured retention account is exhausted by payment of amount subject thereto, sums payable under this endorsement shall be WMMIC's responsibility.

H. OTHER POLICY PROVISIONS

All terms, exclusions, and provisions of the LIABILITY POLICY apply to this endorsement unless otherwise modified herein.

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WISCONSIN MUNICIPAL MUTUAL INSURANCE COMPANY
2418 Crossroads Drive, Suite 1500
Madison, WI 53718

THIS ENDORSEMENT FORMS PART OF YOUR POLICY CONTRACT.
PLEASE READ IT CAREFULLY.

UNDERINSURED MOTORISTS INSURANCE

For the fleet of vehicles owned and licensed by the **Named Insured**, this endorsement modifies the insurance provided under the following:

LIABILITY POLICY

A. INSURING AGREEMENT

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

2. We will pay under this coverage Endorsement only if:

   a. The limits of any applicable liability bonds or policies have been exhausted by payment of judgments or settlements; or

   b. A tentative settlement has been made between an **insured** and the insurer of the **underinsured motor vehicle**; and WMMIC:

      (1) Has been given prompt written notice of the tentative settlement; and

      (2) Advances payment to the **insured** in an amount equal to the tentative settlement within 30 days after receipt of the written notice.

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

B. EXCLUSIONS

The coverage provided by this Endorsement does not apply to:

1. Any **claim** or **suit** settled without our consent;

2. Anyone using an **automobile** without permission to do so;

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

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4. Punitive or exemplary damages.

5. **Bodily injury** arising directly or indirectly out of:

   (a) War, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution;

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

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

C. WHO IS AN INSURED

For the purposes of the coverage provided by this Endorsement, the following are **insured**s:

1. Any person qualifying as such under paragraph 4 of the WHO IS AN INSURED section of the LIABILITY POLICY, except that no **employee** of the **Named Insured** shall be considered an **insured** under this Endorsement.

2. Anyone else **occupying** a covered **automobile** or a temporary substitute for a covered **automobile**. The covered **automobile** must be out of service because of its breakdown, repair, servicing, loss or destruction.

3. Anyone for **damages** he or she is entitled to recover because of **bodily injury** sustained by another **insured**.

D. OUR LIMIT OF LIABILITY

1. Because a single premium is charged for underinsured motorist coverage for all of the **Named Insured**'s fleet of **automobiles**, the most we will pay under this endorsement for any auto accident is the minimum amount required under Wisconsin Statutes for Underinsured Motorist Coverage or the Limit of Insurance for Underinsured Motorists Coverage if one is shown in the Declaration Page, regardless of the number of covered **automobiles**, **insureds**, **claims** made, or automobiles involved in the **auto accident.**

2. The limits of insurance provided by this Endorsement will be reduced by:

   a. All sums paid or payable under any workers' compensation, disability benefits or similar law; and
   b. All sums paid by or for anyone who is legally responsible, including all sums paid under this coverage form's Liability Coverage.

3. Any amount paid under the coverage provided by this Endorsement will reduce any amount an **insured** may be paid under the **Named Insured**'s LIABILITY POLICY. No amount will be paid under this Underinsured Motorist Coverage and the Uninsured Motorist Coverage endorsement of this policy.

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4. We will not make duplicate payment under this coverage for any **damages** for which payment has been made by or for anyone who is legally responsible. We will not make duplicate payment for amounts paid or payable for **bodily injury** under workers' compensation, disability benefits or similar law.

E. DEFINITIONS

In addition to the DEFINITIONS provided in the LIABILITY POLICY, the following words and phrases have special meaning for the coverage provided by this Endorsement.

1. **Auto accident** means a sudden unexpected collision involving one or more automobiles, including repeated or consecutive exposure to the same conditions, resulting in "bodily injury" or "property damage."

2. **Occupying** means in, upon, getting in, on, out or off.

3. **Underinsured motor vehicle** means an **automobile**, land motor vehicle, or trailer for which, at the time of an **auto accident,** the sum of all liability bonds or policies provides at least the amounts required by the applicable law where the **automobile** is principally garaged but the limits are less than the limit of the insurance provided by this endorsement;

   However, **underinsured motor vehicle** does not include any **automobile**, land motor vehicle or trailer:

   a. Owned or operated by a self-insurer under any applicable motor vehicle law;

   b. Owned by a governmental unit or agency; or

   c. Operated exclusively on rails or crawler treads;

   d. Designed for use mainly off public roads while not on public roads;

   e. That is an **uninsured motor vehicle**.

F. CHANGES IN POLICY CONDITIONS

The POLICY CONDITIONS section of the LIABILITY POLICY is changed for UNDERINSURED MOTORISTS INSURANCE as follows:

1. Policy Condition number 7, Duties in the Event of an Occurrence, Incident, Wrongful Act, Benefit Error, Claim or Suit is changed by adding the following:

   a. You or an **insured** must promptly notify us and send us copies of legal papers if **suit** is filed; and

   b. You or an **insured** must promptly notify us, in writing, of a tentative settlement between an **insured** and the insurer of the **underinsured motor vehicle** and allow us 30 days to advance payment to that **insured** in an amount equal to the tentative settlement to preserve our rights against the **insurer**, owner or operator of such **underinsured motorist vehicle**. However, this provision 2.b. does not apply if

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failure to notify us does not prejudice our rights against the insurer, owner or operator of the **underinsured motor vehicle**.

G. SELF-INSURED RETENTION

Sums that we pay to an **insured** under this endorsement shall be charged against the **Named Insured**'s self-insured retention account. If the **Named Insured**'s self-insured retention account is exhausted by payment of amount subject thereto, sums payable under this endorsement shall be WMMIC's responsibility.

H. OTHER POLICY PROVISIONS

All terms, exclusions, and provisions of the Liability Policy apply to this endorsement unless otherwise modified herein.

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WISCONSIN MUNICIPAL MUTUAL INSURANCE COMPANY
2418 Crossroads Dr. Ste. 1500
Madison, WI 53718

THIS ENDORSEMENT CHANGES THE POLICY.
PLEASE READ IT CAREFULLY.

UNMANNED AIRCRAFT COVERAGE

This endorsement modifies the insurance provided under the following:

WMMIC LIABILITY POLICY

I. Insuring Agreement and Conditions

WMMIC will pay those sums that the **Named Insured** becomes legally obligated to pay as **damages** in excess of the **Self-Insured Retention** Limit shown on the Declarations Page arising out of the ownership, operation, maintenance, transportation, entrustment to others, or use including loading or unloading, of any **unmanned aircraft system**, provided that such ownership, operation, maintenance, transportation, entrustment or use of an **unmanned aircraft system** is in full compliance with:

(a) Federal Aviation Administration (FAA) regulations, certifications, rules, procedures, policies and standards with respect to an **unmanned aircraft system**, including any amendment or addition to such regulations, certifications, rules, procedures, policies and standards;

(b) United States Department of Transportation laws and regulations with respect to an **unmanned aircraft system**, including any amendment or addition to such laws and regulations;

(c) Any other applicable federal laws and regulations with respect to an **unmanned aircraft system**, including any amendment or addition to such laws and regulations; and

(d) Any state and local laws and regulations with respect to an **unmanned aircraft system**, including any amendment or addition to such laws and regulations.

II. Exclusions

With respect to any **unmanned aircraft system**, this insurance does not apply to:

(a) **Bodily injury**, **personal injury**, or **property damage** arising out of physical contact by any **unmanned aircraft** with any other **aircraft**, including airships / blimps or other gas or hot air-filled balloons, whether manned or unmanned;

(b) **Bodily injury**, **personal injury**, or **property damage** arising out of the hijacking of any **unmanned aircraft system**;

(c) **Bodily injury**, **personal injury**, or **property damage** arising out of persons or entities gaining unauthorized access to sensitive or confidential data collected, stored or transmitted by any **unmanned aircraft system**;

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(d) **Bodily injury**, **personal injury**, or **property damage** arising out of the existence or use of weapons and ammunition attached to or incorporated within any **unmanned aircraft** including as part of the **payload**; or

(e) Government fines or penalties assessed against any **insured** arising out of operation or use of any **unmanned aircraft system**.

III. Limits of Liability

(a) WMMIC's liability for **damages** under this Unmanned Aircraft Coverage Endorsement shall be limited to the limit shown on the Declarations Page arising out of any one **occurrence**, offense, or **wrongful act** and in excess of the **self-insured retention** limit, and shall be part of and not in addition to such limit.

(b) Subject to III.(a) above, WMMIC's liability for **damages** under this Unmanned Aircraft Coverage Endorsement is limited up to the Annual Aggregate Limit shown on the Declaration Page. The Annual Aggregate limit is the most WMMIC will pay for all **damages** for Bodily Injury, Property Damage, Personal Injury, Public Officials Errors and Omissions, Unfair Employment Practices, Employee Benefits, and or **damages** under this endorsement, that take place during the **Policy Period** regardless of the number of **occurrences**, offenses, **wrongful acts**, **claims** or **suits**.

IV. Definitions

(a) **Payload** means any property installed on, carried on-board, or being loaded onto or unloaded from, an **unmanned aircraft**. **Payload** includes but is not limited to cameras or other equipment enhancing the utility of the **unmanned aircraft** or products loaded prior to flight to, dispensed during flight from or removed after flight from, an **unmanned aircraft**.

(b) **Unmanned aircraft** means an aircraft that is designed and manufactured to be operated without the possibility of being controlled directly by a person from within or on-board the **aircraft**.

(c) **Unmanned aircraft system** means an **unmanned aircraft** and its associated elements, including the control stations, communication links, data links, navigation equipment, launch / recovery equipment, other support equipment and **payload** that are required for the pilot-in-command together with crewmembers and visual observers to operate safely and efficiently in the national airspace system.

V. All other terms and conditions of the WMMIC Liability Policy remain unchanged.

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WISCONSIN MUNICIPAL MUTUAL INSURANCE COMPANY
2418 Crossroads Drive, Suite 1500
Madison, WI 53718

THIS ENDORSEMENT CHANGES THE POLICY.
PLEASE READ IT CAREFULLY.

SELECTIVE POLLUTION COVERAGE ENDORSMENT

****NOTE WELL: THIS EXTENSION OF COVERAGE**
IS SUBJECT TO A SUBLIMIT OF
$150,000 per occurrence/$300,000 Annual Aggregate

This endorsement modifies the insurance provided under the following:
WMMIC LIABILITY POLICY

A. Insuring Agreement for Sublimited, Selective Pollution Coverage

1. Subject to sublimits of $150,000 per occurrence/$300,000 annual aggregate, where a **claim** is made or **suit** is brought against the **Named Insured** seeking **damages** for **bodily injury** or **property damage** arising out of **pollutants**, which is not covered by the Liability Policy, WMMIC will provide the **Named Insured** with this sublimited extension of selective pollution coverage for liability arising out of:

   (a) Water, whether recycled, reconditioned, or reclaimed;

   (b) Any discharge, dispersal, seepage, migration, release or escape of **pollutants** directly or indirectly caused by fire, explosion, lightning, windstorm, vandalism or malicious mischief, riot and civil commotion, collision, or upset of a motor vehicle, railroad vehicle, mobile equipment, automatic sprinkler leakage or **aircraft**;

   (c) The **products/completed operations hazard**;

   (d) Any discharge, dispersal, seepage, migration, release or escape of chemicals used in water filtration operations for the **Named Insured**;

   (e) Any discharge, dispersal, seepage, migration, release or escape of pesticides and/or herbicides applied by the **Named Insured**;

   (f) Any discharge, dispersal, seepage, migration, release or escape of paint, wet concrete, asphalt, or liquid paving tar, including overspray, spilling or splashing, during the ongoing work operations performed by the **Named Insured**'s **employees** within the scope of their duties;

   (g) Any discharge, dispersal, seepage, migration, release or escape of **pollutants** from activities of your Hazardous Response Team while performing its official duties for the **Named Insured**; or

   (h) Any discharge, dispersal, seepage, migration, release or escape of **pollutants** that meets all of the following conditions:

AMERICAN OVERSIGHT

i. It was accidental and neither expected nor intended by any **insured**. This condition would not serve to deny coverage for a specific incident where such discharge, dispersal, seepage, migration, release or escape of **pollutants** was a result of an attempt by any **insured** to mitigate or avoid a situation where substantial third party **bodily injury**, **property damage** or **personal injury** could occur; and

ii. It was demonstrated as having commenced on a specific date during the **policy period**; and

iii. Its commencement became known to any **insured** within seven (7) calendar days and was further reported to the person responsible for risk management at the **Named Insured** within a reasonable time frame; and

iv. Its commencement was reported in writing to WMMIC within twenty-one (21) calendar days of becoming known to the person responsible for risk management at the **Named Insured**; and

v. Reasonable effort was expended by the **Named Insured** to terminate the situation as soon as conditions permitted.

B. Exclusions

1. Regardless of the foregoing coverage extensions, this Selective Pollution Coverage Endorsement does not provide any coverage with respect to:

(a) Any site or location owned, operated, or principally used by any **insured**, or by others on the **insured's** behalf, for the handling, storage, disposal, dumping, processing or treatment of waste material;

(b) Any fines or penalties;

(c) Any clean-up costs ordered by the Superfund program, or any federal, state or local governmental authority. However, this paragraph shall not serve to deny coverage for third party clean-up costs otherwise covered by this endorsement simply because of the involvement of a governmental authority;

(d) Acid rain;

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(e) Clean up, removal, containment, treatment, detoxification or neutralization of **pollutants** situated on premises the **insured** owns, rents or occupies at the time of the actual discharge, dispersal, seepage, migration, release or escape of said **pollutants**;

(f) Water pollution caused by oil or its derivatives; or

(g) **PFAS**.

C. All other terms and conditions of the WMMIC Liability Policy remain unchanged.

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WISCONSIN MUNICIPAL MUTUAL INSURANCE COMPANY
2418 Crossroads Drive, Suite 1500
Madison, WI 53718

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

This endorsement modifies the insurance provided under the following:

LIABILITY POLICY

If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed $100 billion in a Program Year (January 1 through December 31) and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds $100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with the procedures established by the Secretary of the Treasury.

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

1. The act resulted in insured losses in excess of $5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and

2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

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WISCONSIN MUNICIPAL MUTUAL INSURANCE COMPANY
2418 Crossroads Drive, Suite 1500
Madison, WI 53718

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (BROAD FORM)

This endorsement modifies the insurance provided under the following:

LIABILITY POLICY

A. This insurance does not apply:

1. Under any liability coverage to **bodily injury** or **property damage**:

   a. With respect to which an **insured** under the policy is also an insured under a nuclear energy liability policy issued by the Nuclear Energy Liability Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limits of liability; or

   b. Resulting from the **hazardous properties** of **nuclear material** and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the **insured** is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, with any person or organization.

2. Under any liability coverage to **bodily injury** or **property damage** resulting from the **hazardous properties** of **nuclear material**, if:

   a. The **nuclear material** (a) is at any **nuclear facility** owned by, or operated by or on behalf of, an **insured** or (b) has been discharged or dispersed therefrom;

   b. The **nuclear material** is contained in **spent fuel** or **waste** at any time possessed, handled, used, processed, stored, transported, or disposed of by or on behalf of an **insured**; or

   c. The **bodily injury** or **property damage** arises out of the furnishing by an **insured** of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any **nuclear facility**, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion 2.c. applies only to **property damage** to such **nuclear facility** and any property thereat.

B. As used in this Endorsement:

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1. **Hazardous properties** include radioactive, toxic or explosive properties.

2. **Nuclear material** means **source material**, **special nuclear material** or **by-product material**.

3. **Source material, special nuclear material**, and **by-product material** have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

4. **Spent fuel** means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a **nuclear reactor**.

5. **Waste** means any waste material (a) containing **by-product material** other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its **source material** content, and (b) resulting from the operation by any person or organization of any **nuclear facility** included under the first two paragraphs of the definition of **nuclear facility**.

6. **Nuclear facility** means:

   a. Any nuclear reactor;

   b. Any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing **spent fuel**, or (3) handling, processing or packaging **waste**;

   c. Any equipment or device used for the processing, fabricating or alloying of **special nuclear material** if at any time the total amount of such material in the custody of the **insured** consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

   d. Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of **waste**;

   and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

7. **Nuclear reactor** means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

8. **Property damage** includes all forms of radioactive contamination of property.

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WISCONSIN MUNICIPAL MUTUAL INSURANCE COMPANY
2418 Crossroads Dr. Ste. 1500
Madison, WI 53718

THIS ENDORSEMENT CHANGES THE POLICY.
PLEASE READ IT CAREFULLY.

NUCLEAR, CHEMICAL, BIOLOGICAL, RADIOLOGICAL, and EPIDEMICAL TERRORISM EXCLUSION ENDORSEMENT

This endorsement modifies the insurance provided under the following:
WMMIC LIABILITY POLICY

I. The following is added to the EXCLUSIONS section:

This insurance does not apply to:

ee. Terrorism

"Any injury or damage" arising directly or indirectly out of an act of terrorism that is committed within the coverage territory. However, this exclusion applies only when one or more of the following are attributed to such act:

1. The total of insured damage to all types of property exceeds $25,000,000 (valued in US Dollars). In determining whether that threshold value is exceeded, WMMIC will include all insured damage sustained by property of all persons and entities affected by the terrorism and business interruption losses sustained by owners or occupants of the damaged property. For the purposes of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions; or
2. Fifty or more persons sustain death or serious physical injury. For the purposes of this provision, serious physical injury means:
   a. Physical injury that involves a substantial risk of death; or
   b. Protracted and obvious physical disfigurement; or
   c. Protracted loss of or impairment of the function of a bodily member or organ; or
3. The terrorism involves the use, release or escape of nuclear materials, or directly or indirectly results in nuclear reaction or radiation or radioactive contamination; or
4. The terrorism is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
5. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the terrorism was to release such materials.

With respect to this exclusion, Paragraphs 1. And 2. Describe the thresholds used to measure the magnitude of an incident of an "other act of terrorism" and the circumstances in which the threshold will apply for the purpose of determining whether this exclusion will apply to that incident.

II. The following definitions are added to the DEFINITIONS section:

1. For the purposes of this endorsement, "any injury or damage" means any injury or

AMERICAN OVERSIGHT

damage covered under any Coverage Form to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", or "personal injury" as defined in the WMMIC Liability Policy.

2. "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act (TRIA), to be an act of terrorism pursuant to TRIA. The criteria contained in TRIA for a "certified act of terrorism" include the following:
   a. The act resulted in insured losses in excess of $5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act;
   b. The act resulted in damage
      a. Within the United States (including its territories and possessions and Puerto Rico); or
      b. Outside the United States in the case of:
         i. An air carrier (as defined in Section 40102 of Title 49, USC) or United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States), regardless of where the loss occurs; or
         ii. The premises of any United States mission; and
   c. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

3. "Other act of terrorism" means a violent act or an act that is dangerous to human life, property or infrastructure that is committed by an individual or individuals and that appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion, and the act is not a "certified act of terrorism.

   Multiple incidents of an "other act of terrorism" which occur within a seventy-two (72) hour period and appear to be carried out in concert or to have a related purpose or common leadership shall be considered to be one incident.

III. The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damages that is otherwise excluded under the WMMIC Liability Policy.

IV. All other terms and conditions of the WMMIC Liability Policy remain unchanged.

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WISCONSIN MUNICIPAL MUTUAL INSURANCE COMPANY
2418 Crossroads Drive, Suite 1500
Madison, WI 53718

THIS ENDORSEMENT CHANGES THE POLICY.
PLEASE READ IT CAREFULLY.

OFAC AND TRADE SANCTIONS EXCLUSION

This endorsement modifies the insurance provided under the following:
WMMIC LIABILITY POLICY

I. If the performance of the whole or any part of this Policy breaches an embargo or sanctions program arising from any law or regulation applicable to WMMIC, then, WMMIC will not provide coverage and WMMIC will not be liable for any **claim** or expense or for providing any benefit hereunder to the extent that the provision of such coverage or payment of such **claim** or expense or provision of such benefit would expose WMMIC to any sanction, prohibition or restriction applicable to WMMIC under such law or regulation.

II. In accordance with the Office of Foreign Assets Control (OFAC) regulations, if it is determined that the **Named Insured** or any other **insured**, or any other person or entity claiming the benefits of this insurance has violated U. S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance policy are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments or premium refunds may be made without authorization from OFAC.

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WISCONSIN MUNICIPAL MUTUAL INSURANCE COMPANY
2418 Crossroads Drive, Suite 1500
Madison, WI 53718

THIS ENDORSEMENT CHANGES THE POLICY.
PLEASE READ IT CAREFULLY.

PROPERTY DAMAGE EXCLUSION ENDORSEMENT

This endorsement modifies the insurance provided under the following:

WMMIC LIABILITY POLICY

I. Exclusion k. in the **EXCLUSIONS** section is removed and replaced with the following:

k. Damage to Property

Property damages to:

(1) Property owned, rented, occupied by, or leased to the **Named Insured**.

(2) **Aircraft** in the care, custody, or control of any **insured**, including **aircraft** over which any **insured** is exercising physical control.

(3) Property personally owned, rented, occupied by, or leased by an **employee** if the **property damage** results from that same **employee**'s actions within their duties in the course and scope of their employment for the **Named Insured**.

II. All other terms and conditions of the WMMIC Liability Policy remain unchanged.

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WISCONSIN MUNICIPAL MUTUAL INSURANCE COMPANY
2418 Crossroads Drive, Suite 1500
Madison, WI 53718

THIS ENDORSEMENT CHANGES THE POLICY.
PLEASE READ IT CAREFULLY.

LIMITED COMMUNICABLE DISEASE DEFENSE ENDORSEMENT

**NOTE WELL: THIS DEFENSE-ONLY ENDORSEMENT
IS SUBJECT TO A SUBLIMIT OF
$100,000 per claim or suit with an
Annual Aggregate of the Member's SIR

This endorsement modifies the insurance provided under the following:
WMMIC LIABILITY POLICY

I. Agreement for Limited, Conditional Defense only

Where a **claim** is made or **suit** is brought against an **insured** seeking **damages**, **Damages for Employee Benefits**, **Damages for Unfair Employment Practices**, loss, costs or expenses arising out of a **communicable disease**, the **Named Insured** has an option for a limited, conditional defense subject to a **defense costs** sublimit of $100,000 per **claim** or **suit**, with the annual aggregate equaling the **Named Insured**'s **Self-Insured Retention** as shown in the Declarations. WMMIC will not indemnify the **Named Insured** for any **damages**, **Damages for Employee Benefits**, **Damages for Unfair Employment Practices**, loss, costs or expenses arising out of a **communicable disease**, as already excluded under the Liability Policy. This endorsement does not create coverage for the **Named Insured** for any **damages**, loss, costs or expenses but only provides for a limited, conditional defense as described herein. The **Named Insured** has no option for the limited, conditional defense described herein unless and until this endorsement is signed below by a designated and approved representative.

II. Endorsement conditions

As shown below by the signature of its designated and approved representative, the **Named Insured** agrees to the following limits and conditions:

A. WMMIC will have no duty to provide claim management or process payments for a defense to the **Named Insured** or any of its **employees** for an individual **claim** or **suit** arising out of a **communicable disease** once **defense costs** have reached $100,000.

B. After the **defense costs** have reached $100,000, the **Named Insured** understands and agrees that it will have to handle and pay the **defense costs** for the **claim** or **suit** arising out of a **communicable disease** without further claim management or payment processing by WMMIC.

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C. If the annual aggregate sublimit equaling the **Named Insured**'s **Self-Insured Retention** as shown on the Declarations page has been exhausted in any one **policy period**, WMMIC has no duty to provide any claim management or process payments for a defense to the **Named Insured** under this endorsement.

D. **Defense costs** paid subject to this endorsement erode and are included within the **Named Insured**'s **Self-Insured Retention.**

E. The **Named Insured** understands and agrees that any **damages**, **Damages for Employee Benefits**, **Damages for Unfair Employment Practices,** loss, costs and expenses arising out of a **communicable disease** are not covered under the Liability Policy or under this endorsement and will not be indemnified by WMMIC.

III. **Signature of Named Insured's designated and approved representative**

Sign here: Clara Lin Tappa
Typed name: Clara-lin Tappa
Title: Director of HR
Date: 12/11/25

IV. All other terms and conditions of the WMMIC Liability Policy remain unchanged.

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WISCONSIN MUNICIPAL MUTUAL INSURANCE COMPANY
2418 Crossroads Drive, Suite 1500
Madison, WI 53718

THIS IS AN ENDORSEMENT TO THE POLICY.
PLEASE READ IT CAREFULLY.

DEFENSE-ONLY ENDORSEMENT
INVESTIGATORY AGENCY CLAIMS

****NOTE WELL: THIS INVESTIGATORY DEFENSE-ONLY ENDORSEMENT IS SUBJECT TO A SUBLIMIT OF $25,000 per claim or suit with an Annual Aggregate of the Member's SIR**

This endorsement provides limited defense only for investigatory agency claims under the following:

WMMIC LIABILITY POLICY

Terms appearing in **bold font** have the meanings given in the Definitions section of the WMMIC Liability Policy.

I. AGREEMENT FOR LIMITED, CONDITIONAL DEFENSE ONLY

Where an agency presents a request for written response from any **insured** arising out of an alleged incident or event for which that agency has jurisdiction to investigate, but for which **damages**, **Damages for Employee Benefits**, **Damages for Unfair Employment Practices**, loss, costs or expenses are not sought, cannot be awarded, and/or are excluded under the WMMIC Liability Policy provisions, the **Named Insured** has an option for a limited, conditional defense, subject to a **defense costs** sublimit of $25,000 per investigation, with the annual aggregate equaling the **Named Insured**'s **Self-Insured Retention** as shown in the Declarations. WMMIC will not indemnify the **Named Insured** or any **insured**(s) for any **damages**, **Damages for Employee Benefits**, **Damages for Unfair Employment Practices**, loss, costs or expenses related to the alleged incident or event being investigated that is excluded under the WMMIC Liability Policy. This endorsement does not create coverage for the **Named Insured** or any **insured**(s) for any alleged **occurrence**, offense, or **wrongful act** that is excluded under the WMMIC Liability Policy provisions, but only provides for a limited, conditional defense as described herein. The **Named Insured** has no option for the limited, conditional defense described herein unless and until this endorsement is signed below by a designated and approved representative.

II. ENDORSEMENT CONDITIONS

As shown below by the signature of its designated and approved representative, the

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Named Insured agrees to the following limits and conditions:

A. After the **defense costs** have met and/or exceeded the applicable sublimit, the **Named Insured** understands and agrees that it will pay the **defense costs** for the request for response from an investigatory agency without further claim management or payment processing by WMMIC.

B. If the annual aggregate sublimit equaling the **Named Insured**'s **Self-Insured Retention** as shown on the Declarations page has been exhausted in any one **policy period**, the **Named Insured** no longer has an option for a limited, conditional defense under this endorsement for the remainder of the policy period.

C. **Defense costs** paid subject to this endorsement erode and are included within the **Named Insured**'s **Self-Insured Retention.**

D. The **Named Insured** understands and agrees that any **damages**, **Damages for Employee Benefits**, **Damages for Unfair Employment Practices**, loss, costs or expenses arising out of an alleged incident or event that are not covered under the WMMIC Liability Policy are also not covered under this endorsement and will not be indemnified by WMMIC.

E. All communications from an investigatory agency related to the same event or incident will be considered a single request for purposes of the sublimit.

III. SIGNATURE OF NAMED INSURED'S DESIGNATED AND APPROVED REPRESENTATIVE

Named Insured: County of Kenosha
Sign here: Clara-Lin Tappa
Typed name: Clara-Lin Tappa
Title: Director of HR
Date: 12/11/25

IV. All terms and conditions of the WMMIC Liability Policy remain unchanged.

AMERICAN OVERSIGHT

WISCONSIN MUNICIPAL MUTUAL INSURANCE COMPANY
2418 Crossroads Drive, Suite 1500
Madison, WI 53718

THIS IS AN ENDORSEMENT TO THE POLICY.
PLEASE READ IT CAREFULLY.

DEFENSE-ONLY ENDORSEMENT

****NOTE WELL: THIS DEFENSE-ONLY ENDORSEMENT**
IS SUBJECT TO A SUBLIMIT OF
Member's SIR/claim or suit and
Three (3) times the Member's SIR/annual aggregate

This endorsement provides a defense-only extension under the following:

WMMIC LIABILITY POLICY

Terms appearing in **bold font** have the meanings given in the Definitions section of the WMMIC Liability Policy.

I. AGREEMENT FOR LIMITED, CONDITIONAL DEFENSE ONLY

The **Named Insured** has an option for a limited, conditional defense, subject to a **defense costs** sublimit per **claim** or **suit** of the Member's **Self-Insured Retention**, with the annual aggregate equaling three (3) times the **Named Insured**'s **Self-Insured Retention** as shown in the Declarations, if all of the following are met:

A. A **claim** or **suit** makes allegations or sets forth a cause of action related to an incident or event, or series of incidents or events, for which **damages**, **Damages for Employee Benefits**, **Damages for Unfair Employment Practices**, are not sought, cannot be awarded, and/or are otherwise excluded under the WMMIC Liability Policy provisions;

B. The incident or event, or series of incidents or events, giving rise to the **claim** or **suit** took place during a WMMIC **policy period**;

C. The **Named Insured** does not have insurance coverage under another policy or from another insurer for the type of incident or event, or series of incidents or events, giving rise to the **claim** or **suit**; and

D. The incident or event, or series of incidents or events, giving rise to the **claim** or **suit** was not known to any **insured** prior to the **policy period** in which the **Named Insured**'s designated and approved representative signed this endorsement.

When the **Named Insured** selects an optional defense pursuant to this endorsement, WMMIC will not indemnify the **Named Insured** or any **insured**(s) for any **damages**, **Damages for Employee Benefits**, **Damages for Unfair Employment Practices**, loss, costs or expenses alleged to be related to the allegations in the **claim** or **suit** excluded under the WMMIC Liability Policy. This

AMERICAN OVERSIGHT

endorsement does not create coverage for the **Named Insured** or any **insured**(s) for any alleged **occurrence**, offense, or **wrongful act** that is excluded under the WMMIC Liability Policy provisions, but only provides for a limited, conditional defense at the option of the **Named Insured**, as described herein. The **Named Insured** has no option for the limited, conditional defense described herein unless and until this endorsement is signed below by a designated and approved representative.

II. ENDORSEMENT CONDITIONS

As shown below by the signature of its designated and approved representative, the **Named Insured** agrees to the following limits and conditions:

A. Where a **claim** or **suit** makes allegations or sets forth a cause of action that is not covered or is excluded under the WMMIC Liability Policy, and for which the **Named Insured** has opted for a limited, conditional defense under this endorsement, WMMIC will provide claim management and/or process payments for a defense to the **Named Insured** or any **insured**(s) for such **claim** or **suit** only until the **defense costs** have met and/or exceeded the **Named Insured**'s **Self-Insured Retention**.

B. After the **defense costs** have met and/or exceeded the **Named Insured**'s **Self-Insured Retention**, the **Named Insured** understands and agrees that it will pay the **defense costs** for the remainder of the **claim** or **suit** without further claim management and/or payment processing by WMMIC.

C. If the annual aggregate sublimit equaling three (3) times the **Named Insured**'s **Self-Insured Retention** as shown on the Declarations page has been exhausted in any one **policy period**, neither the **Named Insured** nor any **insured**(s) has an option for a limited, conditional defense under this endorsement for the remainder of the **policy period**.

D. **Defense costs** paid subject to this endorsement erode and are included within the **Named Insured**'s **Self-Insured Retention.** The **Named Insured** agrees that this Defense-Only endorsement does not alter its obligations as set forth in the WMMIC Liability Policy in the Policy Conditions section at No. 13, titled "**Self-Insured Retention** Funding Obligation."

E. The **Named Insured** understands and agrees that any **damages, Damages for Employee Benefits, Damages for Unfair Employment Practices**, loss, costs or expenses arising out of an incident or event, or series of incidents or events that are not covered under the WMMIC Liability Policy are also not covered under this endorsement and will not be indemnified by WMMIC.

F. All amendments to a **claim** or **suit,** or consolidations of **suits**, related to the same incident or event, or series of incidents or events that are alleged as causes of action(s) for which **damages, Damages for Employee Benefits, Damages for Unfair Employment Practices,** are not sought, cannot be awarded, and/or are otherwise excluded under the WMMIC Liability Policy provisions, will be considered a single **claim** or **suit** for purposes of the applicable sublimit of this endorsement.

AMERICAN OVERSIGHT

III. SIGNATURE OF NAMED INSURED'S DESIGNATED AND APPROVED REPRESENTATIVE

Named Insured: County of Kenosha
Sign here: Clara-Lin Tappa
Typed name: Clara-lin Tappa
Title: Director of HR
Date: 12/11/25

IV. ALL TERMS AND CONDITIONS OF THE WMMIC LIABILITY POLICY REMAIN UNCHANGED.

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WISCONSIN MUNICIPAL MUTUAL INSURANCE COMPANY
2418 Crossroads Drive, Suite 1500
Madison, WI 53718

THIS IS AN ENDORSEMENT TO THE POLICY.
PLEASE READ IT CAREFULLY.

LEGAL ASSIST ENDORSEMENT

****NOTE WELL: THIS DISCOVERY ASSIST ENDORSEMENT**
IS SUBJECT TO A SUBLIMIT OF
$50,000 per covered investigation and
the Member's SIR annual aggregate

This endorsement provides an extension of legal assistance under the following:

WMMIC LIABILITY POLICY

Terms appearing in **bold font** have the meanings given in the Definitions section of the WMMIC Liability Policy.

I. ADDITIONAL DEFINITIONS

In addition to the defined terms in the Definitions section of the WMMIC Liability Policy, the following definitions are applicable for the legal assistance provided under this endorsement:

A. **Appointed counsel** means the attorney or firm of attorneys that, in WMMIC's sole discretion, is appointed to defend a **covered insured** in any **covered investigation**.

B. **Covered insured** means any **Named Insured**, elected or appointed official of the **Named Insured**, and any **employee** of the **Named Insured,** related only to such **insured**'s actions taken within the course and scope of their duties for the **Named Insured**.

C. **Covered investigation:**

a. means any one or more of the following:

1. A subpoena or request received by the **covered insured**, requiring the **covered insured** to testify in a trial or deposition, or to provide other discovery, in connection with information related to the **covered insured**'s course and scope of duties for the **Named Insured**, but in which the **covered insured** is not a party or otherwise already represented by an attorney.

2. A disciplinary proceeding initiated by a professional licensure commission, agency board, or other investigatory arm of a governmental body, which accuses a **covered insured** of, or investigates an accusation that a **covered insured** engaged in, improper or unprofessional conduct in the course of such **covered insured**'s course and scope of duties for the

AMERICAN OVERSIGHT

Named Insured, but only if such professional licensure is a requirement of the **covered insured**'s employment with the **Named Insured**.

3. An investigation or proceeding commenced by the governmental or regulatory agency charged with the enforcement of compliance with the Occupational Safety and Health Administration ("OSHA") regulations, whether or not the **covered insured** was in violation of such regulations.

b. does not include:

1. **Criminal prosecution**;

2. An internal investigation or proceeding by the **Named Insured** for the purpose of discipline, suspension, termination, or any other adverse employment action against any current or former **employee**(s);

3. Any internal complaint or grievance brought by a prospective, current, or former **employee** in connection with work conditions, co-workers, discipline, suspension, termination, or any other circumstance related to the **employee**'s course and scope of duties for the **Named Insured**;

4. Any union-related matter, including any matter governed, or alleged to be governed, under a collective bargaining agreement.

D. **Criminal prosecution** means any governmental action seeking enforcement of criminal laws, including offenses for which conviction could result in imprisonment.

E. **Legal fees** means the normal, reasonable and customary charges of the **appointed counsel** in defending a **covered insured** in any **covered investigation**, including reasonable legal expenses incurred by such **appointed counsel**. **Legal fees** does not include **damages**, fines, restitution, judgments or penalties that may be assessed in any **covered investigation** or paid in any settlement thereof, or expenses incurred in the defense of any **criminal prosecution**.

II. LEGAL ASSISTANCE EXTENSION

WMMIC will pay the **legal fees** of **appointed counsel** to represent a **covered insured** in the course of a **covered investigation**, provided that:

A. the incident or event, or series of incidents or events, giving rise to the **covered investigation** occurred during the **policy period** and while the **covered insured** was an **employee** of the **Named Insured**;

B. the incident or event, or series of incidents or events, giving rise to the **covered investigation** was not known to any **insured** prior to the **policy period** in which the **Named Insured**'s designated and approved representative signed this endorsement;

AMERICAN OVERSIGHT

C. the **covered insured** is not a current or former **employee** who is subject to a **criminal prosecution** and/or is being investigated for actions outside of the course and scope of their duties for the **Named Insured** that may lead to criminal prosecution of that current or former **employee**;

D. the **covered insured** notifies the proper official of the **Named Insured** of the **covered investigation** promptly upon receipt of the first notice of the **covered investigation**; and

E. the proper official of the **Named Insured** notifies WMMIC of the **covered investigation** within seven (7) calendar days of notification of the **covered investigation** or sooner depending upon the date of the response or appearance required by the **covered insured.**

III. LIMIT OF **LEGAL FEES**

The limit of **legal fees** payable under this Discovery Assist Endorsement for a single **covered investigation**, regardless of the number of **covered insured**s involved in a **covered investigation**, is the sublimit of $50,000 shown above on this endorsement. The limit of **legal fees** payable under this Discovery Assist Endorsement for all **covered investigation**s initiated in a **policy period**, regardless of the number of all **covered insured**s involved in all **covered investigation**s, is the **Named Insured**'s **Self-Insured Retention**.

Legal fees paid subject to this endorsement erode and are included within the **Named Insured**'s **Self-Insured Retention.** The **Named Insured** agrees that this Discovery Assist Endorsement does not alter its obligations as set forth in the WMMIC Liability Policy in the Policy Conditions section at No. 13, titled "**Self-Insured Retention** Funding Obligation."

All **covered investigation**s arising out of the same incident or event, or series of incidents or events, whenever and wherever and by whomever initiated, are deemed to be one **covered investigation** for purposes of the applicable sublimit of this endorsement, even if related **covered investigation**s comprising such single **covered investigation** were initiated in more than one **policy period**.

IV. SIGNATURE OF NAMED INSURED'S DESIGNATED AND APPROVED REPRESENTATIVE

Named Insured: County of Kenosha
Sign here: Clara Lin Tappa
Typed name: Clara-Lin Tappa
Title: Director of HR
Date: 12/11/25

V. ALL TERMS AND CONDITIONS OF THE WMMIC LIABILITY POLICY REMAIN UNCHANGED.

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WISCONSIN MUNICIPAL MUTUAL INSURANCE COMPANY
2418 Crossroads Drive, Suite 1500
Madison, WI 53718

THIS ENDORSEMENT CHANGES THE WMMIC POLICY FOR KENOSHA COUNTY. PLEASE READ IT CAREFULLY

AMENDATORY ENDORSEMENT
ADDITIONAL INSURED

This endorsement modifies the insurance provided under the following:

WMMIC LIABILITY POLICY
SCHEDULE

Name of Person or Organization:

EWALD FLEET SOLUTIONS LLC
1720 Paramount Drive
Waukesha, Wisconsin 53186

Sections WHO IS AN INSURED are amended to include as an insured the person or organization shown in the Schedule.

(1) EWALD FLEET SOLUTIONS LLC (the "Lessor"), its officers, officials, agents and employees, is an additional insured for auto liability coverage with regard to the fleet vehicles leased to Kenosha County (the "County") pursuant to the Vehicle Lease agreement ("Agreement") dated 4/26/2021 only; and

   (a) only for the time period of the date this endorsement is issued through the policy period of the WMMIC Liability Policy currently in effect for the County; and
   (b) only to the extent any third-party auto liability claim or suit arises out of a fleet vehicle subject to the Agreement, due to the actions or omissions of a County insured in operating the fleet vehicle;
   (c) only for auto liability coverage up to the limit of liability of $1,000,000 Combined Single Limit -OR- $500,000 Bodily Injury Per Person/$1,000,000 Per Occurrence/$100,000 Property Damage – no deductible; and
   (d) only for Uninsured Motorist claims at the minimum statutory limits and subject to all terms, provisions, and definitions of the WMMIC Liability Policy.

(2) To the extent the Lessor is an additional insured for a particular claim or suit, it is subject to all of terms, conditions, exclusions, and other provisions of the County's WMMIC Liability Policy, except for

   (a) the UM limit, which for the Lessor as an additional insured is the statutorily required limit only; and
   (b) the liability limit, which for the Lessor as an additional insured is $1,000,000 Combined Single Limit -OR- the $500,000 Bodily Injury Per Person/$1,000,000 Per Occurrence/$100,000 Property Damage, limits as stated above in this endorsement.

AMERICAN OVERSIGHT

(3) The County does not waive any defenses and/or limitations of damages allowed to municipalities statutorily or otherwise, whether or not such defenses and/or limitations may apply to the Lessor.

(4) This endorsement does not extend auto liability coverage to the Lessor:

(a) for any claim or suit against the Lessor arising out of any vehicle that is not subject to the Agreement;
(b) for any claim or suit against the Lessor arising out of any vehicle that is no longer in the possession of the County at the time of the incident giving rise to the claim or suit;
(c) for any claim or suit arising out of the actual or alleged negligence or wrongdoing by the Lessor or any of its agents, employees, or officers;
(d) on any basis if the Agreement has terminated or is otherwise not in effect for any reason; or
(e) on a stacked basis in any manner based on the number of vehicles subject to the Agreement, the number of County insureds operating any of the vehicles, the number of claimants, claims, or suits, or on any other basis.

(5) This endorsement will not be cancelled unless at least thirty (30) days notice is provided to Lessor.

(6) This endorsement provides auto liability coverage to the Lessor on an additional insured basis as set forth and limited above. The WMMIC Liability Policy DOES NOT provide insurance coverage to the Lessor on any basis for: Commercial General Liability, Auto Physical Damage Coverage (Collision & Comprehensive); commercial property insurance; workers compensation insurance; employers liability insurance, umbrella or excess insurance; pollution liability insurance; or professional liability insurance; or surety bonds of any sort.

If no entry appears below, the information required to complete this endorsement is shown in the DECLARATIONS.

The terms and limitations on the Person or Organization named in the Schedule as set forth in the endorsement above, or the inapplicability or omission of an exclusion, do not serve to create coverage for injury or damages that are otherwise excluded under the WMMIC Liability Policy. All other terms, conditions, exclusions, and definitions of the WMMIC Liability Policy remain unchanged.

This endorsement number: AIE17-E01 is effective 1/1/2026 at 12:01 A.M. Standard Time
and forms a part of Policy No. WI2026LP12A issued to Kenosha County by the Wisconsin Municipal Mutual Insurance Company.



Authorized Representative

AMERICAN OVERSIGHT

WISCONSIN MUNICIPAL MUTUAL INSURANCE COMPANY
2418 Crossroads Drive, Suite 1500
Madison, WI 53718

THIS ENDORSEMENT CHANGES THE WMMIC POLICY FOR KENOSHA COUNTY. PLEASE READ IT CAREFULLY

AMENDATORY ENDORSEMENT
ADDITIONAL INSURED

This endorsement modifies the insurance provided under the following:

WMMIC LIABILITY POLICY
SCHEDULE

Name of Person or Organization:

State of Wisconsin–Dept. of Natural Resources, and its officers,employees and agents
C/O Bureau of Facilities and Lands, ATTN: Lorie Stasik 101 S. Webster St.
Madison, Wisconsin 53703

Sections WHO IS AN INSURED are amended to include as an insured the person or organization shown in the Schedule.

(1) The State of Wisconsin–Dept. of Natural Resources, and its officers, employees and agents (GRANTOR) is an additional insured with regard to the Underground Telecommunication Easement (the EASEMENT) related to the installation, operation, and maintenance of a fiber optic cable (the PURPOSE) by Kenosha County (the COUNTY) through the identified area of Silver Lake Marsh Fishery Area (the PREMISES), all as detailed in the EASEMENT and attached Exhibit A, only; and

   (a) only for the time period before Termination of the EASEMENT, as set forth in paragraph 15 of the EASEMENT;
   (b) only to the extent any claim or suit could be brought against the GRANTOR arising out of the actions or omissions of a COUNTY insured related to the EASEMENT, PURPOSE, and/or PREMISES; and
   (c) only for General Liability coverage up to a limit of liability of $500,000, as set forth in paragraph 17 of the EASEMENT.

(2) To the extent the GRANTOR is an additional insured, it is subject to all of terms, conditions, exclusions, and other provisions of the COUNTY's WMMIC Liability Policy, except for the liability limit which for the GRANTOR as an additional insured is the $500,000 limit, as set forth in the EASEMENT at paragraph 17, and stated above in this endorsement.

(3) This endorsement is not intended to and should not be construed to afford to GRANTOR any type of coverage other than general liability coverage under the COUNTY's WMMIC Liability Policy, subject to all the terms, conditions, definitions, exclusions, and limits therein, as modified herein.

AMERICAN OVERSIGHT

(4) Neither the COUNTY nor WMMIC waives any defenses and/or limitations of damages allowed to municipalities statutorily or otherwise, whether or not such defenses and/or limitations may apply to the GRANTOR.

(5) This endorsement does not extend liability coverage to the GRANTOR:

(a) for any claim or suit arising out of the actual or alleged negligence or wrongdoing by the GRANTOR;
(b) for any claim or suit arising somewhere other than the PREMISES;
(c) that is unrelated to the PURPOSE of the EASEMENT; and/or
(d) on any basis if the EASEMENT has terminated as set forth in paragraph 15, or the PURPOSE is no longer being met by the EASEMENT.

(6) This endorsement provides general liability coverage to the GRANTOR on an additional insured basis as set forth and limited above. The WMMIC Liability Policy does NOT provide coverage to the GRANTOR on any basis for commercial auto liability insurance; commercial property insurance; workers compensation insurance; employers liability insurance, umbrella or excess insurance; pollution liability insurance; or professional liability insurance; or surety bonds of any sort.

(7) It is understood that the additional insured coverage afforded to the GRANTOR under this endorsement ceases automatically at the end of the PURPOSE of the EASEMENT for which this endorsement is issued, and/or upon termination of the EASEMENT as set forth in paragraph 15. The GRANTOR recognizes and agrees that no written notice of cancellation or termination of additional insured coverage is required if there is no longer a PURPOSE of the EASEMENT and/or upon termination of the EASEMENT.

If no entry appears below, the information required to complete this endorsement is shown in the DECLARATIONS.

The terms and limitations on the Person or Organization named in the Schedule as set forth in the endorsement above, or the inapplicability or omission of an exclusion, do not serve to create coverage for injury or damages that are otherwise excluded under the WMMIC Liability Policy. All other terms, conditions, exclusions, and definitions of the WMMIC Liability Policy remain unchanged.

This endorsement number: AIE17-E02 is effective 1/1/2026 at 12:01 A.M. Standard Time
and forms a part of Policy No. WI2026LP12A issued to Kenosha County by the Wisconsin Municipal Mutual Insurance Company.



Authorized Representative

AMERICAN OVERSIGHT

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AMERICAN OVERSIGHT