

## **Summary of Coverage Agreement Changes, Enhancements and Clarifications**

**Effective Sept. 1, 2018**

As a part of the annual Coverage Agreement review, the TASB Risk Management Fund (Fund) is implementing the following coverage changes, enhancements, and clarifications for all renewals taking effect on or after September 1, 2018. This is a summary of changes only; please carefully review the full text of all Fund Coverage Agreements.

### **Property Coverage Changes**

- The agreement will include (under Part F, II.) a condition precedent to coverage that the Fund Member gives the Fund notice of a Loss no more than 365 days from the date of the Occurrence. No coverage would be available to the Fund Member if the notice is beyond 365 days.
- A condition was added (under Part F, III.) that the Fund Member agrees to regularly inspect and maintain all Covered Property. If the failure to do so results in a greater Loss than would have otherwise occurred with proper maintenance, coverage may be denied. The Fund may request a copy of the Fund Member's logs to verify compliance.
- A clarification was added (under Part A, III.A.) to the definition of Loss to include "Aesthetic Impairment."
- The definition of "Aesthetic Impairment" has been moved to Part A, III.C., but is otherwise unchanged.
- A clarification was added to Part C, I.A., that all sublimited coverages are still within the overall limits of the Property coverage.

### **School Liability Coverage Changes**

- A clarification was added to the definition of Covered Person (under Part A, IV.A.) that coverage for K-12 students for Fund Member approved career and technology programs is for General Liability coverage only.
- A clarification was added to the definition of Covered Person (under Part A, IV.A.) that all students have coverage under General Liability coverage while operating mobile equipment at the direction of a Fund Member employee.
- A clarification was added (under Part B, V.) that the Maximum Annual Aggregate for Professional Legal Liability coverage is calculated based on the Claims reported during that Participation Period.
- A clarification was added (under Part F, II.P.) that students are not excluded if they are otherwise a Covered Person.

## **Auto Liability & Physical Damage Coverage Changes**

- A clarification was added (under Part A, IV.B.2.) that only commercially leased or rented automobiles will be considered a Covered Automobile.