



# AORMA Liability Program

## COVERAGE SUMMARY

**INSURER:**

Auxiliary Organization  
Risk Management  
Alliance (AORMA)

**POLICY TERM:**

July 1, 2016 to  
July 1, 2017

**COVERAGE:**

The AORMA Liability Program will pay on behalf of the Member those sums the Member shall be obligated to pay by reason of liability imposed by law because of bodily injury, property damage, errors or omissions, unfair employment practices liability, personal injury or media wrongful acts.

**THE PARTIES COVERED:**

1. All of the CSU Auxiliary Organizations who have joined the CSURMA Joint Powers Authority (the Members)
2. When acting solely within the scope of their duties, office or employment for the Member, the governing board, officers, employees and authorized individuals acting as volunteers
3. Any person using an auto with permission of the Member.
4. Additional covered parties to whom the Member is obligated by virtue of any written contract to provide coverage
5. Any employee pension benefits or employee welfare benefits trust formed under U.S. Internal Revenue Code Section 501(c)(9), including the Board of Trustees of the trust when acting solely within the scope of the duties, office or employment for the trust
6. Auxiliaries Multiple Employer VEBA
7. Auxiliary Organizations Association

**LIMITS:**

\$5,000,000	Any one Occurrence or Wrongful Act Non-Salaried Employees (of the California State University) Auto Liability –
\$5,000,000	Each Accident
\$250,000	California Uninsured or Underinsured Motorist (Bodily Injury Only) – Each Accident
\$50,000	Domestic Hired Automobile Physical Damage – Each Accident
\$350,000	Fiduciary Liability, including Employee Benefits Liability Coverage (Claims Made Coverage Basis) – Each Occurrence
\$250,000	Funds, Grants or Appropriations (Defense Only) – Each Occurrence
\$250,000	Land Use (Defense Only) – Per Ultimate Net Loss
\$250,000	Nuclear Materials (Limited Coverage) – Each Occurrence
\$1,100,000	Mold – Each Occurrence
\$1,350,000	Mold – Aggregate for Each Member

*Note: AORMA's pooled layer limit is \$500,000 per claim. Evanston Insurance Company & Great American Insurance Company reinsures AORMA's limit - \$4,500,000 excess of \$500,000.*

**QUESTIONS:**

**Mimi Long**

(415) 403-1423  
[mlong@alliant.com](mailto:mlong@alliant.com)

**Van Rin**

(415) 403-1408  
[vrin@alliant.com](mailto:vrin@alliant.com)

*While we believe this Summary of Insurance fairly represents the terms, conditions and exclusions found in your insurance policies, in the event of any differences between the policies themselves and this summary, the policy provision will direct any resolution. This summary is not intended to replace or supersede any of your insurance contracts.*



# AORMA Liability Program

## COVERAGE SUMMARY

### DEDUCTIBLE:

\$0	All coverages except;
\$25,000	Employment Practices Liability (all Member except as shown below)
\$50,000	University Enterprises, Inc., CSU Sacramento
\$75,000	California State University, Fresno Foundation
	California State University, Long Beach Research Foundation,
\$100,000	The Cal Poly Pomona Foundation, Inc.
	San Diego State University Research Foundation
	San Jose State University Research Foundation
\$1,000,000	Non-Salaried Employees (of the California State University) Auto Liability – Each Occurrence
\$1,000	Domestic Hired Automobile Physical Damage – Comprehensive and Collision
\$5,000	Domestic Hired Automobile Physical Damage – Comprehensive and Collision when the use of the hired vehicle on a non-paved road violates the rental car agreement

### RETROACTIVE DATES:

#### Fiduciary Liability, including Employee Benefits Liability Coverage

7/01/05	Associated Students of CSU Chico
7/01/08	CSU Long Beach Research Foundation
7/01/07	Associated Students Inc. CSU Los Angeles
10/01/91	The University Corporation, CSU Northridge
10/01/99	University Student Union, CSU Northridge
4/15/10	Capital Public Radio, CSU Sacramento
7/01/02	San Jose University Research Foundation
2/01/98	Spartan Shops, Inc.
7/01/10	Auxiliaries Multiple Employer VEBA
7/01/10	All other insureds

### WHAT'S COVERED:

1. General Liability
2. Automobile Liability (Owned, Non-owned, and Hired)
3. Errors & Omissions, including Directors & Officers Liability, and Media Wrongful Acts
4. Employment Practices Liability
5. Domestic Hired Automobile Physical Damage
6. Liquor Liability
7. Watercraft Liability, under 50 feet, or while on shore
8. Employee Benefits Liability
9. Fiduciary Liability

*While we believe this Summary of Insurance fairly represents the terms, conditions and exclusions found in your insurance policies, in the event of any differences between the policies themselves and this summary, the policy provision will direct any resolution. This summary is not intended to replace or supersede any of your insurance contracts.*



# AORMA Liability Program

## COVERAGE SUMMARY

### EXCLUSIONS:

1. Aircraft (the exclusion does not apply to Unmanned Aerial Vehicles)
2. Asbestos
3. Aviation Activities
4. Bodily Injury to the Member's employees arising in the course of employment
5. Contractual Obligation; except for liability assumed in a contract or agreement
6. Dams
7. Employee Benefits Liability; except as provided under Fiduciary Liability Endorsement
8. Eminent Domain and Inverse Condemnation
9. ERISA; except as provided under Fiduciary Liability Endorsement
10. Fiduciary Liability; except as provided under Fiduciary Liability Endorsement
11. Funds, Grants, or Appropriations; but defense is provided up to \$250,000
12. Insolvency
13. Intentional Conduct
14. Lack of Occurrence
15. Land Use; but defense is provided up to \$250,000
16. Lead
17. Medical Malpractice; limited coverage is added back for your employees who are nurses, paramedics, EMTs, speech therapists, speech pathologists, nutritionists, psychologists, audiologists, phlebotomists or physical therapists
18. Mold (limited coverage)  
Non-Compensatory Amounts and/or Damages
19. Nuclear, except materials for instructional or research activities up to \$250,000
20. Office of Foreign Assets Control
21. Pollution
22. Property Damage (ADA accommodations)
23. Silica
24. Subsidence
25. Terrorism
26. War
27. Watercraft 51 feet or over

#### Wrongful Acts (Exclusions):

1. Labor disputes or labor negotiations
2. Injunctions, equitable relief, non-monetary damages
3. Crime, dishonest, fraudulent or malicious act
4. Illegal remuneration or willful violation of a penal statute; etc.

#### Media Wrongful Acts (Exclusions):

1. Infringement of any patent
2. Violation of any law or regulation regarding communication including telephone calls, facsimiles and electronic mail
3. Illegal remuneration or willful violation of a penal statute; etc.

#### Fiduciary Liability (Exclusions):

1. Fines, Penalties or Taxes
2. Payments due under a benefit plan or trust, unless recovery is based on a covered wrongful act
3. Personal injury or bodily injury, contractual obligation, illegal remuneration or discrimination in violation of any law  
Any wrongful act which was reported to a prior insurer, any wrongful act known to the insured prior to inception of this policy or any deliberately fraudulent or dishonest act; willful violation of a statute or regulation

*While we believe this Summary of Insurance fairly represents the terms, conditions and exclusions found in your insurance policies, in the event of any differences between the policies themselves and this summary, the policy provision will direct any resolution. This summary is not intended to replace or supersede any of your insurance contracts.*



# AORMA Liability Program

## COVERAGE SUMMARY

### **PUBLIC ENTITY EXCESS LIABILITY:**

Carrier: Ironshore Specialty Insurance Company  
Limits: \$5,000,000 Excess of \$5,000,000

Carrier: Allied World Assurance Company  
Limits: \$10,000,000 Excess of \$10,000,000

### **EXCESS FIDUCIARY LIABILITY:**

Carrier: Lloyd's of London  
Limits: \$4,650,000 Excess of \$350,000

### **HOW TO REPORT A CLAIM:**

Carl Warren & Co.  
Mauri McGuire  
(805) 650-7020 x1003  
[mmcquire@carlwarren.com](mailto:mmcquire@carlwarren.com)

*While we believe this Summary of Insurance fairly represents the terms, conditions and exclusions found in your insurance policies, in the event of any differences between the policies themselves and this summary, the policy provision will direct any resolution. This summary is not intended to replace or supersede any of your insurance contracts.*