

## PROPERTY COVERAGE

### Endorsement

The coverage described herein is provided as a part of the Southern Illinois University Self-Insurance Program, and anything herein conflicting with the Program is hereby amended to comply with said Program.

#### A. Coverage

1. This coverage shall provide real and personal property coverage on property owned, used, leased or intended for use by the University. It shall be effective upon delivery of a coverage request document to the Office of University Risk Management. For real property this shall contain: SIU building number, building name, street address, building occupancy, gross square footage, fiscal officer's name, SIU account number, and account title. For personal property this shall contain: SIU building number, building name, street address, SIU property control number, description of personal property, purchase price (or replacement cost, if different), fiscal officer's name, SIU account number, and account title. The Director may make exceptions to this paragraph as appropriate.
2. This Program covers property as per the master schedule on file in the Office of University Risk Management.
3. This Program covers against all risks of direct physical loss of or damage to the described property, except as provided elsewhere in the Program description.
4. Coverage territory is limited to the United States and Canada.
5. Each claim for loss or damage shall be adjusted separately and from the amount of each adjusted claim for the annually determined deductible shall apply.
6. The Director will determine, with the advice of Risk Management and campus staff, that departments exhibiting a frequent disregard for proper security or risk management measures shall be denied further coverage under this Program.
7. This Program became effective July 1, 2005, and shall remain in effect until such time as the Board of Trustees shall cancel the Program.

#### B. Exclusions

This Program does not insure against:

1. Loss or damage related to land, land values, water, money, securities, fine arts, vehicles, watercraft, or aircraft.

2. Loss or damage caused by wear and tear, marring or scratching, gradual deterioration, normal settling or normal shrinkage of walls, floors, or ceilings, inventory shortage or mysterious disappearance, moths or vermin, or losses sustained as a result of any repairing or restoration process.
3. Loss or damage caused or resulting from actual, alleged or threatened release, discharge, escape or dispersal of contaminants or pollutants.
4. Loss or damage caused or resulting from fungus, mold, mildew or yeast.
5. Loss or damage directly or indirectly caused by or arising from any functioning or malfunctioning of the internet or similar facility, any corruption, destruction, distortion, erasure of data, software, computer or computer system.
6. Loss or damage caused or resulting from infidelity or other dishonest acts on the part of University employees or any other person to whom the insured property is delivered or entrusted.
7. This Program does not cover the removal or remediation of asbestos, dioxin or polychlorinated biphenols from any good, product or structure unless the asbestos or other contaminant is itself damaged and caused by a covered peril.
8. Losses, damages, costs, expenses, fines or penalties incurred or sustained by or imposed on the University at the order of any Governmental Agency, Court or other Authority arising from any cause whatsoever.
9. Breakage of glass or other brittle objects unless caused by: fire, theft, attempted theft, explosion, tornado, earthquake, collision, derailment or overturn of the vehicle in which the property is being transported.
10. Loss or damage caused by short circuit or other electrical disturbance of any kind, exclusive of lightning, within the insured property unless fire ensues, and then only for loss or damage caused by fire.
11. Loss or damage caused by or resulting from hostile or warlike power, or action taken by governmental authority in hindering, combating or defending against such an occurrence, or seizure, destruction or confiscation by any government or public authority.
12. Loss or damage caused by nuclear reaction, radiation or contamination, all whether controlled or uncontrolled, and whether such loss be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to or aggravated by the perils insured against in this property.

C. Other Insurance

If at the time of loss or damage there is available to the University, or any other interested party, any insurance which should apply in the absence of this Program, the coverage under this Program shall apply only as excess over such other insurance.

D. Valuation

This Program shall not be liable beyond the replacement value of the loss and in no event for more than the limit of liability under the Program.

E. Pair, Set, or Parts

In the event of loss of or damage to:

1. Any article or articles which are a part of a pair or set, the measure of loss of or damage to such article or articles shall be reasonable and fair proportion of the total value of the pair or set, giving consideration to the importance of said article or articles, but in no event shall such loss or damage be construed to mean total loss of the pair or set; or
2. Any part of property covered consisting, when complete for use, of several parts, the Program shall only be liable for the value of the part lost or damaged.

F. No Benefit to Bailee

This Program shall not insure directly or indirectly to the benefit of any carrier or other bailee.

G. Loss Clause

In the event of loss of, or damage to, property covered under this Program, any contribution assessment shall be considered fully earned upon payment of replacement or scheduled value.

H. Civil Authority

Property covered under this Program against the peril of fire is also covered against the risk of damage or destruction by civil authority during a conflagration and for the purpose of retarding the same, provided that neither such conflagration nor such damage or destruction is caused or contributed to by a peril otherwise excluded herein.

I. Contribution Rate Determination

1. Rates shall be determined annually by the Director based on loss experience and shall be approved by the Vice President.
2. Contributions shall be assessed on an annual basis with the coverage term extending from 12:00 a.m. July 1 to 11:59 p.m. June 30.
3. A per occurrence deductible shall apply to each claim and shall be part of the rate schedule.

4. Limit of liability shall be determined on an annual basis. The Program will not pay more than this amount on an occurrence or aggregate basis.
5. Mid-term additions or deletions shall be computed and assessed on a pro-rated basis.

J. Claims Notification

1. Claims shall be presented in writing to the Office of University Risk Management within sixty (60) days of said loss for payment consideration. Claims shall be paid based upon repairs or replacement cost, provided such cost is not greater than the scheduled value less the applicable deductible on the current rate schedule.
2. Claims for theft loss must be substantiated by a copy of the applicable police report. There must be some objective evidence that a theft, in fact, occurred. Mysterious disappearance, inventory shortages, intentional misuse, willful and wanton misconduct, or careless disregard are not covered.
3. Claims presented more than sixty (60) days after the date of loss shall not be paid.