



## 2022-2023 Material Changes to Memorandum of Coverage (MOC)

*Please refer to the 2022-2023 Memorandum of Coverage for a complete description of all coverages.*

### **General Exclusions, item 7.**

**Added exclusion:**

7. Perfluoroalkyl or Polyfluoroalkyl Substances (PFAS)

a. any loss, cost, expense, liability arising out of, resulting from, or in any way caused by or related to any actual, alleged or threatened discharge, escape, seepage, migration, release, or existence, ingestion, inhalation, absorption, exposure to, contact with, consumption or absorption of Perfluoroalkyl or Polyfluoroalkyl Substances (PFAS) or materials containing Perfluoroalkyl or Polyfluoroalkyl Substances (PFLAS).

b. any loss, cost, expense, liability, or other type of obligation arising out of or resulting from, or in any way related to, any:

(1) claim, suit, request, demand, directive, statutory or regulatory requirement, or order by or on behalf of any person, entity, or governmental authority that any COVERED PARTY, ATTITIONAL COVERED PARTY, or others test for, monitor, clean up, remove, contain, treat, detoxify, neutralize, or in any way respond to or assess the effects of Perfluoroalkyl or Polyfluoroalkyl Substances (PFAS) or materials containing Perfluoroalkyl or Polyfluoroalkyl Substance (PFAS); or

(2) claim or suit by or on behalf of any person, entity, or governmental authority for damages or any other relief or remedy because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, or neutralizing, or in any way responding to or assessing the effects of Perfluoroalkyl or Polyfluoroalkyl Substances (PFAS) or materials containing Perfluoroalkyl or Polyfluoroalkyl Substances (PFAS).

**Impact:**

Any claim related to or involving Perfluoroalkyl, or Polyfluoroalkyl Substances are not covered.

### **General Exclusions, item 10.**

**Added exclusion:**

10. Any liability arising out of, based upon, attributable to or relating in way to:

a. the actual, alleged, or threatened inhalation of, ingestion of, contact with or exposure to "silica" or goods, products containing silica, or

b. the use of silica in the construction or manufacturing of any good, product or structure or the presence of silica in any good, product or structure; or

c. the abatement, mitigation removal, containment or disposal of silica or failure to abate, mitigate, remove, contain, or dispose of silica.

Silica means the chemical compound silicon dioxide (SiO<sub>2</sub>) in any form, including dust which contains silica.

**Impact:**

Any claim related to or involving silica are not covered.

### **Section I. General Liability**

**Change in exclusion language:**

13. Products-Completed Operations. BODILY INJURY or PROPERTY DAMAGE arising from YOUR WORK or YOUR PRODUCTS. The exceptions to this exclusion are removed.

**Impact:**

Clarifies the products-completed operations exclusion for bodily injury or property damage from your work or work product as it relates to construction from the ground up, repair, or renovation of a structure.

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## **Section I. General Liability**

### **Moved Exclusion:**

DIRECTORS AND OFFICERS LIABILITY AND EMPLOYMENT PRACTICES LIABILITY exclusions have been moved from General Exclusions to General Liability exclusions.

### **Impact:**

None.

## **Endorsement - Student Accident- High Risk Activities**

### **Language Change:**

The list of specific high-risk activities has been shortened and are replaced with broaden language:

Examples: High ropes courses previously noted, new version notes "heights more than 6 feet."

Scuba diving previously noted, new version notes "water depths greater than 2 feet."

### **Impact:**

Please note that a DEDUCTIBLE of Five Hundred Dollars (\$500) shall apply on a per injury basis for the activities that involve:

1. Water depths greater than 2 feet (including but not limited to, scuba diving, sailing, fishing, swimming, dunk tanks)
2. Height more than 6 ft (Including but not limited to ziplining, rock climbing, bungee jumping, high ropes courses)
3. Jumping and/or inflatable devices (including, but not limited to, trampolines\*, bounce houses, hamster balls, zorb balls, slides, mazes, and obstacle courses)
4. Activities involving animals\* (including but not limited to horseback riding)
5. Carnival rides
6. Weapons of any kind (including but not limited to airsoft and paintball guns, shooting range, etc.)
7. Fire (including but not limited to fireworks)

\*Except mini-trampolines and animals when part of Special Education Programs.

## **Section IV. Childhood Sexual Assault**

### **Change in language:**

Due date for employee training is now Sept. 30 vs. 90 days from policy inceptions, for clarity.

### **Impact:**

Members have from July 1 to Sept 30 for staff to complete the online sexual assault training through vector solutions or the CharterSAFE Learning Center. At least ninety percent of members staff must complete to qualify for the deductible waiver.

## **Section VI. Auto Liability & Physical Damage**

### **Added Definition:**

Add Definition for "Owned & Scheduled Vehicles"

Added "scheduled and/or hired" to Auto PD insuring agreement

Added language to note coverage is for vehicles "primarily garaged in State of CA"

### **Impact:**

Clarifies coverage is provided for cars garaged in CA.

## **Territory**

### **Definition clarified:**

Add Auto specific territory to note coverage is worldwide, when the vehicle is primarily garaged in CA.  
(Mexico is still noted as excluded)

### **Impact:**

Broadens coverage.

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