

ADOPTED: March 9, 2017; January 7, 2018

EFFECTIVE: March 9, 2017

SUBJECT: Allocation of Property Program Loss Limits and Deductibles

Should there be any discrepancy between this policy and procedure and either the JOINT POWERS AGREEMENT or BYLAWS, the JOINT POWERS AGREEMENT or BYLAWS shall govern.

PURPOSE:

This policy and procedure addresses the settlement of claims through the CSURMA Property Coverage Program in the event more than one MEMBER (Campus or AUXILIARY ORGANIZATION MEMBER) is involved in an occurrence (aka: loss event) which triggers the "Loss Limits".

The CSURMA Property Program includes certain maximum amounts that the excess insurer / reinsurer is liable to pay for covered losses; these maximum amounts are known as "Loss Limits." The "Loss Limits" are shared by all MEMBERS of the CSURMA Property Coverage Program. For example, available "Loss Limits" could be exhausted in the following situations:

- A single MEMBER has a loss in excess of the "Loss Limits".
- More than one MEMBER are involved in the same loss event resulting in total payable claims in excess of the "Loss Limits".
- A series of unassociated loss events during the policy term involve more than one MEMBER resulting in total payable claims in excess of the "Loss Limits".

POLICY:

In the event the Property coverage "Loss Limits" involve more than one MEMBER, the EXECUTIVE COMMITTEE shall determine the allocation of the "Loss Limits" upon the recommendation of CSURMA's Treasurer and its Secretary-Auditor, whose recommendation may include consideration of the following:

1. The aggregate "Loss Limits" available for the loss event;
2. The Total Loss incurred by each MEMBER involved in the loss event;
3. The Aggregate Loss of all MEMBERS involved in the loss event;
4. The Total Insurable Value (TIV) of Damaged Locations Only of each member involved in the loss event;
5. The Aggregate TIV of Damaged Locations Only of all members involved in the loss event;
6. The TIV for All Covered Locations of each member involved in the loss event;
7. The Aggregate TIV for All Covered Locations of all members involved in the loss event;

8. Any other factor or factors that CSURMA's Treasurer, Secretary-Auditor and EXECUTIVE COMMITTEE may consider to be pertinent in its determination of what it considers to be a fair allocation of the "Loss Limits".

In any loss event where it appears the "Loss Limits" may require allocation among two or more MEMBERS, the EXECUTIVE COMMITTEE shall be, and is, empowered to instruct the excess insurer / reinsurer concerning the manner in which claims of affected MEMBERS shall be paid so as to achieve the objectives required by this policy and procedure. However, in exercising this power, the EXECUTIVE COMMITTEE shall give due consideration to the needs of affected MEMBERS for expeditious administration and prompt payment of their claims, and payment of proper claims shall not be unduly delayed because of the application of this policy and procedure. If in any case, a MEMBER should receive payment(s) for claim or claims which exceed, in the aggregate, the amount to which the MEMBER is entitled, the MEMBER shall promptly refund the excess funds to CSURMA for redistribution in accordance with this policy and procedure.

DEFINITIONS:

"Auxiliary Organization" shall mean an organization described in California Education Code § 89901 *et seq.*, which is on the approved list of Auxiliary Organizations of the University Chancellor's Office.

"Executive Committee" shall mean the Executive Committee of the CSURMA Board of Directors.

"Loss Limits" shall mean the maximum amount the excess insurer / reinsurer is liable to pay for covered losses; the aggregate amount of insurance payable under the CSURMA Property Coverage Program for damages to real and personal property covered by the program.

"Member" shall mean the signatory to the CSURMA Joint Powers Authority.

"TIV" refers to total insurable value, meaning property values reported by the MEMBER to CSURMA and included on the CSURMA Property Coverage Program property schedule.

"Deductibles" shall mean the maximum amount the MEMBER is liable to pay for covered losses. In the event two or more buildings are damaged by the same loss (or occurrence), and a different deductible applies to the buildings (i.e., at least one building is covered by Campus 99 at a lower deductible), the applicable deductible shall apply to each building as if a separate policy was issued to each, and the aggregate deductible for all buildings damaged by the same occurrence shall be the largest single deductible that is applicable to the loss.