

EFFECTIVE 12/1/2010 THROUGH PRESENT

**STATE OF ALABAMA
DEPARTMENT OF FINANCE
DIVISION OF RISK MANAGEMENT**

**GENERAL LIABILITY TRUST FUND
PROGRAM GUIDELINES**

Pursuant to § 36-1-6.1, Code of Alabama 1975

**STATE OF ALABAMA
DEPARTMENT OF FINANCE
DIVISION OF RISK MANAGEMENT**

EMPLOYEE LIABILITY PROGRAM GUIDELINES

TABLE OF CONTENTS

GENERAL CONTENTS.....	2
SECTION 1. SCOPE AND APPLICATION OF PROGRAM GUIDELINES.....	3
SECTION 2. COVERAGE PERIOD.....	3
SECTION 3. TERRITORY.....	3
SECTION 4. DEFINITIONS.....	4
SECTION 5. NOTICE.....	6
SECTION 6. SUITS OR DEMANDS.....	6
SECTION 7. CONDITIONS.....	6
GENERAL LIABILITY.....	8
SECTION 1. DECLARATION OF LIMIT OF LIABILITY.....	8
SECTION 2. COVERAGE.....	8
SECTION 3. LIMIT OF LIABILITY.....	9
SECTION 4. EXCLUSIONS.....	9
SECTION 5. ADDITIONAL CONDITIONS.....	12
AUTO LIABILITY – AUTOMOBILE MEDICAL PAYMENTS.....	14
SECTION 1. DECLARATION OF LIMIT OF LIABILITY.....	14
SECTION 2. COVERAGE.....	14
SECTION 3. LIMITS OF LIABILITY.....	15
SECTION 4. EXCLUSIONS.....	15
SECTION 5. ADDITIONAL DEFINITIONS.....	17
SECTION 6. ADDITIONAL CONDITIONS.....	17

**STATE OF ALABAMA
DEPARTMENT OF FINANCE
DIVISION OF RISK MANAGEMENT**

A. PROGRAM GUIDELINES – GENERAL CONDITIONS

SECTION 1. SCOPE AND APPLICATION OF PROGRAM GUIDELINES

The following program for indemnification of liability as administered by the General Liability Trust Fund (“the Fund”) is established pursuant to Code of Alabama 1975, §36-1-6.1(b), to provide basic liability indemnification for deaths, injury, or damage arising out of negligent or wrongful acts or omissions committed by Covered Employees while in the performance of their official duties in the line and scope of their employment. These Program Guidelines shall not constitute a policy of insurance, and shall not constitute a binding contract of insurance between the State of Alabama and any Covered Employee or Department. Neither the promulgation of these Program Guidelines nor the provision of this program for indemnification of liability shall be a waiver of the sovereign immunity granted to the State of Alabama pursuant to Article I, Section 14 of the Constitution of Alabama 1901, or any other factual or legal defense which a Covered Employee may have, nor shall it be construed to pledge the credit of the State of Alabama. These Program Guidelines shall take precedence over any conflicting terms or conditions of any private insurance plan.

SECTION 2. COVERAGE PERIOD

Coverage shall be continuous from 10/1/06, 12:01 A.M., Standard Time, at the address of the participating entity unless notice of cancellation is given to a participating Department by the General Liability Trust Fund (Fund) until amended as provided for herein, or until amended by legislative act. Departmental participation charges are subject to adjustments, with any adjustment notice directed to each Department Participating when the need arises, as determined by the Fund. Participation charges are assessed in advance on an annual basis, effective October 1.

SECTION 3. TERRITORY

These Program Guidelines cover Occurrences and Accidents anywhere in the world; however as respects Automobile liability, coverage does not apply in Mexico.

SECTION 4. DEFINITIONS

The following definitions shall apply to words used in these guidelines.

1. **ACCIDENT** includes continuous or repeated exposure to the same conditions resulting in Bodily Injury or Property Damage.
2. **AGGREGATE LIMIT** is the maximum amount the Fund will pay for indemnification of liability, including the costs of defense, in the event that what has been determined by the Risk Manager to be a single Occurrence, according to the definition of Occurrence set forth herein, is judicially determined to constitute multiple Occurrences.
3. **AUTOMOBILE** means land motor vehicle, trailer, or semi-trailer designed for travel on public roads, to include any machinery or apparatus attached thereto, but does not include Mobile Equipment.
4. **BODILY INJURY** means injury to the body, sickness or disease sustained by a Person, including death at any time resulting there from, provided such injury is caused by an Occurrence or Accident during the coverage period.
5. **COVERED EMPLOYEE** means any person employed, appointed, elected or hired to temporary or permanent position or office with the State of Alabama or any of its departments, bureaus, offices, agencies, authorities, or boards, including individuals serving as Foster Care Providers. Covered Employee does not include persons employed, appointed or hired to a temporary or permanent position or office with the State Docks Department or any educational institution or board, or any person other than a Foster Care Provider employed, appointed or hired by the State of Alabama or any of its departments, bureaus, offices, agencies, authorities or boards as an independent contractor as defined by the internal Revenue Code and Regulations.
6. **DEPARTMENT** means any department, bureau, office, agency, authority or board of the State of Alabama, except educational institutions or boards.
7. **DEPARTMENT PARTICIPATING** means a Department for which a program under, these Program Guidelines has been activated by such Department providing exposure information and agreeing to pay participating charges.
8. **FOSTER CARE PROVIDERS** means individuals licensed or approved by the Department of Human Resources to maintain homes for a child or children, or to provide foster care for adults, under the supervision of the State Department of Human Resources.

9. **FUND** means the General Liability Trust fund of the State of Alabama established pursuant to Code of Alabama 1975, § 36-1-6.1 (b).
10. **LIMIT OF LIABILITY** is the maximum amount the Fund will pay for indemnification of liability, including the costs of defense, for any one Occurrence.
11. **MOBILE EQUIPMENT** means a land vehicle, to include any machinery or apparatus attached thereto, whether or not self-propelled, which is (1) not subject to motor vehicle registration or (2) maintained for use exclusively on premises owned by or rented to the State of Alabama or any of its Departments, including the right-of-way immediately adjoining such premises or (3) designated and maintained for the sole purpose of affording mobility to equipment of the following types and forming an integral part of or permanently attached to such vehicles: power cranes, shovels, loaders, diggers, cement mixers (other than mixed-in-transit types), graders, scrapers, rollers and other road construction or repair equipment, air compressors, pumps and generators, including spraying, welding, and building cleaning equipment and geophysical exploration and well servicing equipment.
12. **OCCURRENCE** means every incident, transaction, act, omission or series of acts or omissions, including any continuous or repeated exposure to the same or substantially same conditions, regardless of whether or not there is an overlapping of one or more coverage periods, caused by or resulting from negligent or wrongful acts or omissions in the performance of a Covered Department thereof, which results in Bodily Injury, Property Damage or Personal Injury neither expected nor intended from the standpoint of the Covered Employee.
13. **PERSON** means an individual, firm, corporation, or other entity sustaining Personal Injury, Bodily Injury, and Property Damage as the result of an Occurrence.
14. **PERSONAL INJURY** means any injury other than Bodily Injury sustained by any Person, provided such injury is caused by an Occurrence during the coverage period.
15. **PROPERTY DAMAGE** means:

- (a) Any physical injury to or destruction or loss of tangible property, including the loss of use of such property resulting from such injury, destruction or loss, provided such injury, destruction or loss is caused by an Occurrence or Accident during the coverage period: Or
- (b) Loss of use of tangible property which has not been physically injured or destroyed, provided such loss is caused by an Occurrence or Accident during the policy period

SECTION 5. NOTICE

In the event of an Occurrence or Accident every Covered Employee shall be responsible for providing written notice as soon as practicable to the Risk Management Division, Finance Department, Montgomery, Alabama 36130. This includes, but is not limited to, particulars sufficient to identify the Covered Employee and other information with respect to the time, place and circumstances of the Occurrence or Accident, the names and addresses of the Persons alleged to be injured or property damaged, all available witnesses and any reports of internal investigations of the Occurrence or Accident.

SECTION 6. SUITS OR DEMANDS

If a claim is made or suit is filed against any Covered Employee, the Covered Employee shall immediately forward the original suit papers or other appropriate documents to his Department Director. The Department Director shall then immediately forward a copy of suit papers, internal investigative reports, incident reports, and other similar documents, including any demand, notice, summons or other process received by the Covered Employee to the Risk Management Division, Finance Department, Montgomery, Alabama 36130, with a copy to the Attorney General pursuant to § 36-1-6.1, Code of Alabama 1975.

SECTION 7. CONDITIONS

The program for indemnification of liability described herein is subject to the following conditions:

1. The Covered Employee shall cooperate with the Fund as well as any representative thereof, and upon request of the Fund, shall attend hearings and trials and shall assist in effecting settlement and obtaining the attendance of witnesses. The Covered Employee shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense other than for such emergency medical attention to others as may be imperative at the time of the Occurrence or Accident. The failure of the Covered Employee to cooperate with the Fund shall terminate the Fund's liability under this program.

2. The Fund shall not be subject to being impleaded into any action by any Covered Employee or the representatives of any Covered Employee, and no third party shall have a right to join the Fund as a party to an action to establish the liability of any Covered Employee.
3. In the event of any payment under, this program, the Fund shall be subrogated to all of the Covered Employee's rights of recovery therefore against any person or organization and the covered Employee shall execute and deliver all instruments and papers and so whatever, else is necessary to secure such rights. The covered Employee shall do nothing after the loss to prejudice such rights.
4. Notice to, or knowledge possessed by, any representative of the Fund or by any other person shall not effect a waiver or a change in any part of this program or stop the Fund from asserting any right under the terms of these Program Guidelines; nor shall the terms of these Program Guidelines be waived or changed, except by amendments issued to form a part of these Program Guidelines.
5. There shall be no assignment of rights under these Program Guidelines.
6. Any question of law arising out of or in connection to these Program Guidelines shall be governed by and construed under and in accordance with the laws of the State of Alabama.
7. These Program Guidelines apply singly to each Occurrence or Accident so that only one program shall apply to each Occurrence or Accident. If a determination is made that a program applies to an Occurrence or Accident, no coverage shall exist under any other program.

**STATE OF ALABAMA
DEPARTMENT OF FINANCE
DIVISION OF RISK MANAGEMENT**

B. PROGRAM GUIDELINES – GENERAL LIABILITY

SECTION 1. DECLARATION OF LIMIT OF LIABILITY

LIMIT OF LIABILITY – EACH OCCURRENCE - \$1,000,000.00

AGGREGATE LIMIT OF LIABILITY - \$1,200,000.00

SECTION 2. COVERAGE

The program for indemnification of liability described in these guidelines applies only to Occurrences on or after 12:01 A.M. on the first day of the coverage period stated herein. This program covers the following: Personal Injury, Bodily Injury, and Property Damage arising out of negligent or wrongful acts or omissions committed by the Covered Employee while in the performance of official duties in the line and scope of employment with the Department participating in this program. The rendering of emergency assistance in medical emergencies by licensed medical personnel employed by the State is deemed to be in the line and scope of employment whether or not such activity is job related. Subject to all of the limitations and exclusions as set forth in these Program Guidelines or any amendment hereto, the Fund hereby agrees that it will indemnify any covered Employee all sums which the Covered Employee shall become legally obligated to pay as court costs, attorney fee and/or damages because of Personal Injury, Bodily Injury, or Property Damage arising out of negligent or wrongful acts or omissions committed by a Covered Employee while in the performance of official duties in the line and scope of employment. The limitations on the Fund's liability under this section shall be stated in these Program Guidelines, or by amendments made a part of these Program Guidelines; provided. However, where damages arising from an Occurrence are incurred as a combination of Bodily Injury, Property Damage and/or Personal Injury, all such damages, plus litigation costs incurred by the Fund on behalf of the Covered Employee, shall be combined in calculating the total liability of the Fund, but in no event shall the total liability of the Fund exceed the Aggregate Limit of Liability as set forth in these Program Guidelines, or by amendments hereto.

SECTION 3. LIMIT OF LIABILITY

The limit of liability stated herein is the limit on the expenditure of funds from the special trust account established in the State Treasury pursuant to § 36-1-6.1(b), Code of Alabama 1975, said special trust account having been designated as the General Liability Trust Account (Trust Account). This limit applies regardless of the size of a claim or the amount of money in the Trust Account. In addition, notwithstanding this stated limit of liability, the undertaking herein by the State and/or the Fund is limited only to the expenditure of funds from the Trust Account, and is not an undertaking to pay any sum from any other source. The limit of liability of the Fund under this program for indemnification of liability, including costs of defense, shall be a maximum of \$1,000,000.00 per Occurrence for all Persons, for all Personal Injury, Bodily Injury, and Property Damage, regardless of the number of Covered Employees involved in an Occurrence or the number of Persons making claims or bringing suits on account of an Occurrence covered by this program, and regardless of any overlapping of one or more coverage periods. Once this \$1,000,000.00 per Occurrence limit is exhausted, the Fund shall have no further obligation for indemnification as to that Occurrence and the payment of defense costs shall terminate.

An Aggregate Limit of Liability shall apply in the event that a judicial determination is made that an act, omission, or a series of acts or omissions, including continuous or repeated exposure to the same or substantially the same conditions, constitutes more than one Occurrence, the same having been initially determined by the Risk Manager to constitute a single Occurrence. In this event, the Aggregate Limit of Liability of the Fund for all such judicially determined Occurrences, regardless of the number, including costs of defense, shall be a maximum of \$1,200,000. Once this Aggregate Limit of Liability is exhausted, the Fund shall have no further obligation for indemnification as to those Occurrences, and payment of any further costs shall terminate.

With the approval of the Director of Finance, consideration will be given to a request by an agency for a higher limit of liability. No higher limit than that set forth herein shall become effective until the issuance of a written endorsement, and the payment of the assessed cost.

SECTION 4. EXCLUSIONS

This program for indemnification of liability does not apply to the following:

1. Any acts or omissions of any Covered Employee not arising out of the performance of a Covered Employee's official duties in the line and scope of employment;
2. Any liability to any government, or any department, agency, instrumentality or political subdivision thereof;
3. Personal Injury, Bodily Injury, or Property Damage arising from the ownership, operation, use, loading or unloading of any watercraft with a length of 26 feet or more unless specifically covered by agreement with the Fund;
4. Personal Injury or Bodily Injury to any employee of the State of Alabama or any of its Departments for which the State of Alabama or any of its Departments may be held liable under any Workers' Compensation, Unemployment Compensation or Disability Benefits law or any similar law;
5. Personal Injury, Bodily Injury, or Property Damage arising out of or in the course of the transportation of Mobile Equipment, which transportation is being done by a land motor vehicle licensed for public road use;
6. Any claim against a Covered Employee arising out of the Covered Employee's ownership, operation, or use of an automobile.
7. Personal Injury, Bodily Injury, or Property Damage arising from the ownership, operation, use, loading or unloading or entrustment to other; of any aircraft;
8. Personal Injury, Bodily Injury, or Property Damage arising out of the discharge, dispersal, release, or escape, of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, provided this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental from the standpoint of the Covered Employee;
9. Personal Injury, Bodily Injury, or Property Damage due to war, whether or not declared, civil war, insurrection or revolution or to any act or condition incidental to any of the foregoing;
10. Property Damage to any property owned or occupied by or rented to any Covered Employee, or property used by any Covered Employee, or property in the care, custody or control of any Covered Employee, or as to which any Covered Employee is for any purpose exercising physical control, except as to property held in any fiduciary capacity;
11. Personal Injury, Bodily Injury, or Property Damage arising out of a willful violation of a penal statute or penal ordinance committed by or with the consent of a Covered Employee;

12. Personal Injury, Bodily Injury, or Property Damage resulting from any dishonest, fraudulent or criminal act or omission of a Covered Employee for which a judgment of conviction has been entered in a criminal prosecution of such Covered Employee;
13. Personal Injury, Bodily Injury, or Property Damage arising out of any publication or utterance of any libel or slander if the first injurious publication or utterance of the same or similar materials, by or on behalf of any Covered Employee was made prior to the effective date of the coverage provided herein;
14. Personal Injury, Bodily Injury, or Property Damage resulting from the hazardous properties of nuclear material arising out of the operation of a nuclear facility by a Person or organization;
15. Personal Injury, Bodily Injury, or Property Damage:
 - (a) with respect to which the Covered Employee under this program is also a Covered Employee under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be a Covered Employee under any such policy but for its termination upon exhaustion of its limits of liability; or
 - (b) resulting from the hazardous problems of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the Covered Employee is, or had this program not been issued would be entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America or any agency thereof, with any person or organization;
16. Personal Injury or Bodily Injury resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any Person or organization;
17. Personal Injury, Bodily Injury, or Property Damage resulting from the hazardous properties of nuclear material, if
 - (a) the nuclear material (1) is at any nuclear facility owned by or operated on behalf of a Covered Employee, or (2) has been discharged or dispersed there from;
 - (b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of a Covered Employee; or

- (c) the injury, sickness, disease, death or destruction arises out of the furnishing by a Covered Employee of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies to injury to or destruction of property at such nuclear facility;
18. Personal Injury, Bodily Injury, or Property Damage expected or intended from the standpoint of the Covered Employee. This exclusion does not apply to Bodily Injury arising from the use of reasonable force to protect persons or property;
19. Personal Injury or Property Damage arising out of oral or written publication of material, if done by or at the direction of a Covered Employee with knowledge of its falsity;
20. Any claim based upon any actual or alleged error or omission or breach of duty, committed or alleged to have been committed in the discharge of fiduciary duties, obligations or responsibilities imposed by the Federal Employee Retirement Income Security Act of 1974 or amendments thereto;
21. Personal Injury, Bodily Injury, or Property Damage arising out of any act or omission of any Covered Employee for which the Covered Employee has been removed from elective office;
22. Personal Injury or Property Damage arising out of publications or utterances by a Covered Employee in the course of or related to advertising activities conducted by or on behalf of any Covered Employee or Department;
23. Personal Injury or Bodily Injury arising out of licentious, immoral or sexual behavior intended to lead to or culminating in any sexual activity on the part of the Covered Employee; and
24. Personal Injury or Bodily Injury arising out of physical abuse of any Person by a Covered Employee.

SECTION 5. ADDITIONAL CONDITIONS

1. Legal representation for all Covered Employees as defined herein shall be by the Attorney General of the State of Alabama or by a Special Assistant or Deputy Attorney General properly appointed by the Attorney General pursuant to § 36-15-21, Code of Alabama 1975. It shall be the sole duty and right of the Attorney General to defend or to refuse to defend any Covered Employee in any action hereunder. In the event the Attorney General shall refuse to defend a Covered Employee, the Fund, with the approval of the Finance

Director and the Governor's Legal Advisor, shall arrange for legal representation for the Covered Employee.

2. The settlement of any claim or civil action on behalf of a Covered Employee shall be the joint responsibility of the Attorney General and the Director of Finance. The Attorney General shall be the approving authority for all settlement terms and conditions except the payment of funds from the General Liability Trust Fund which shall be upon authorization of the Director of Finance.
3. These Program Guidelines shall not constitute a policy of insurance. The program for indemnification of liability provided herein shall be excess over any valid insurance available to any Covered Employee, subject to the following: (a) If at any time of Occurrence or Accident there is insurance available to the Covered Employee upon substantially the same or similar terms and conditions, there is no coverage under this program until the liability of such insurance has been exhausted, and then for only such amount as may exceed the amount due from such insurance, whether collectible or not (b) If a Covered Employee has professional liability insurance coverage for which the premium has been paid or reimbursed by the State of Alabama or any of its departments, bureaus, office, agencies, authorities or boards, there is no coverage under this program.

**STATE OF ALABAMA
DEPARTMENT OF FINANCE
DIVISION OF RISK MANAGEMENT**

C – PROGRAM GUIDELINES

AUTOMOBILE LIABILITY – AUTOMOBILE MEDICAL PAYMENTS

SECTION 1. DECLARATION OF LIMIT OF LIABILITY

AUTOMOBILE LIABILITY – EACH ACCIDENT - \$1,000,000.00

AUTOMOBILE MEDICAL PAYMENTS – EACH PERSON - \$1,000.00

SECTION 2. COVERAGE

1. Automobile Liability

The program of indemnification for liability described in these guidelines applies only to Accidents on or after 12:01 A.M. on the first day of the coverage period stated herein. This program covers the following: Bodily Injury and Property Damage caused by an Accident resulting from the ownership, maintenance or use of a Covered Automobile and arising out of negligent or wrongful acts or omissions committed by the Covered Employee while in the performance of official duties in the line and scope of employment with the Department participating in this program. Subject to all of the limitations and exclusions as set forth in these Program Guidelines or any amendment hereto, the Fund hereby agrees that it will indemnify a Covered Employee all sums which the Covered Employee shall become legally obligated to pay as court costs, attorney fees and/or damages because of Bodily Injury or Property Damage arising out of negligent or wrongful acts or omissions committed by a covered Employee while in the performance of official duties in the line and scope of employment. The limitations of the Fund's liability under this section shall be stated in these Program Guidelines; provided, however, indemnification of any Covered Employee for sums which the Covered Employee shall become legally obligated to pay as court costs and attorney fees shall be in addition to the limit of liability stated herein.

2. Automobile Medical Payments

The program for payment of expenses described in these Guidelines applies only to Accidents on or after 12:01 A.M. on the first day of the coverage period stated herein. The Fund agrees it will pay reasonable expenses incurred for necessary medical and funeral services because of Bodily Injury caused by an

Accident and sustained by a Covered Person. The Fund will pay only those expenses incurred within three years from the date of the Accident.

SECTION 3. LIMITS OF LIABILITY

The limits of liability stated herein are limits on the expenditure of funds from the special trust account established in the State Treasury pursuant to § 36-1-6.1(b), Code of Alabama 1975, said special trust account having been designated as the General Liability Trust Account (Trust Account). These limits apply regardless of the size of a claim or the amount of money in the Trust Account. In addition, notwithstanding these stated limits of liability, the undertaking herein by the State and/or the Fund is limited only to the expenditure of funds from the Trust Account, and is not an undertaking to pay any sum from any other source. The limit of liability of the Fund under this program for indemnification of liability shall be a maximum of \$1,000,000 per Accident for all Persons, for all Bodily Injury and Property Damage, regardless of the number of Covered Employees involved in an Accident or the number of persons making claims or bringing suits on account of an Accident covered by this program. The limit of liability for Automobile Medical Payments shall be \$1,000 per person for any accident, regardless of the number of claims made or vehicles involved in the accident.

SECTION 4. EXCLUSIONS

This program for indemnification of liability does not apply to the following:

1. Acts not arising from employment. Any acts or omissions of a Covered Employee nor arising out of the performance of such Covered Employee's official duties in the line and scope of employment;
2. Dishonest, Fraudulent or Criminal Act. Bodily Injury or Property Damage resulting from any dishonest, fraudulent or criminal act or omission of a Covered Employee for which a judgment of conviction has been entered in a criminal prosecution of such Covered Employee.
3. Expected or Intended Injury. Bodily Injury or Property Damage expected or intended from the standpoint of the Covered Employee. This exclusion does not apply to Bodily Injury and Property Damage arising from the use of reasonable force to protect persons or property.

4. Fellow Employee. Personal Injury or Bodily Injury to any employee or the State of Alabama or any of its Departments for which the State of Alabama or any of its Departments may be held liable under Workers' Compensation, Unemployment Compensation or Disability Benefits law or any similar law.
5. Handling of Property. Bodily Injury or Property Damage resulting from the handling of property:
 - a) Before it is moved from the place where it is accepted by the Covered Employee for movement into or onto the Covered Automobile; or
 - b) After it is moved from the Covered Automobile to the place where it is finally delivered by the Covered Employee.
6. Mechanical Devices. Bodily Injury or Property Damage resulting from the movement of property by a mechanical device unless the device is attached to the Covered Automobile.
7. Mobile Equipment. Bodily Injury or Property Damage arising out of the operation of any equipment defined in these Program Guidelines as "Mobile Equipment".
8. Pollution. Bodily Injury or Property Damage arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste material or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, provided this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental from the standpoint of the Covered Employee.
9. Violation of Penal Statute. Bodily Injury or Property Damage arising out of a willful violation of a penal statute or penal ordinance committed by or with the consent of a Covered Employee.
10. Negligent Supervision. Any claim for negligent supervision or negligent entrustment arising out of the operation by a Covered Employee of any automobile.
11. Intoxication. Bodily Injury or Property Damage arising out of an accident caused by a Covered Employee who is operating a motor vehicle while under the influence of alcohol or any other controlled substance, unless it is being taken as prescribed by a physician.

These Program Guidelines do not apply to Automobile Medical Payments for any Person for Bodily Injury sustained:

1. During the course of employment by the State of Alabama.
2. While occupying a vehicle without reasonable belief in the right to do so.

SECTION 5. ADDITIONAL DEFINITIONS

1. **Covered Automobile.** Any Automobile used on behalf of the State of Alabama while being operated by a Covered Employee in the performance of official duties in the line and scope of employment by such Covered Employee.
2. **Covered Person.** As respect Automobile Medical Payments, Covered Person means any person, other than a Covered Employee of the State of Alabama, while occupying a Covered Automobile which is designated in the schedule of Covered Automobiles for the Department participating as subject to Automobile Medical Payments.
3. **Occupying.** Means in, upon, getting in, on, out, or off.
4. **Owned.** Included automobiles leased for a term of six months or longer.

SECTION 6. ADDITIONAL CONDITIONS

1. Other Insurance
 - a) With respect to Automobiles that are owned by the State of Alabama, coverage provided under these Program Guidelines for Automobile Liability and Automobile Medical Payments will be primary coverage and other applicable insurance will apply as excess to this coverage.
 - b) With respect to Automobiles that are not owned by the State of Alabama, coverage provided under these Program Guidelines for Automobile Liability and Automobile Medical Payments will apply only as excess over any other insurance that is applicable.