

EMMP TERMS & CONDITIONS**GENERAL TERMS & CONDITIONS**

- “Owning department” refers to the department listed on the quote or schedule of covered equipment. “Quoted equipment” refers to equipment listed on quote. “Enrolled equipment” refers to equipment listed on schedule of covered equipment.
- It is the responsibility of the owning department to review the EMMP Terms & Conditions and to understand the coverages included and excluded by the EMMP.
- Enrollment of equipment or payment of premium confirms the owning department’s acceptance of and compliance to the EMMP Terms & Conditions.

INCLUSIONS OF EMMP COVERAGE**EMMP coverage includes repairs, charges, or fees associated with:**

- **Corrective Maintenance**, which refers to services rendered to keep enrolled equipment in, or return enrolled equipment to, good working condition in accordance with manufacturer specifications.
- **The Cost of Labor, Parts, Travel, Shipping, and Taxes** for services rendered to enrolled equipment. Unless otherwise indicated, Labor: includes 24x7x365 repair at the vendor’s prevailing labor rates; and does not include additional expenses associated with overtime, weekend, or holiday repair.
- **Preventative Maintenance**, if specifically purchased and defined on schedule of covered equipment. In such cases, preventative maintenance is covered on a prorated basis.

ADDITION OF EMMP COVERAGE

The owning department may add coverage to quoted equipment upon submission of written approval to the Office of Risk and Insurance Management. In such cases, coverage will become effective as of the accepted enrollment date, and shall continue until removed or non-renewed. *For the period EMMP coverage is added, the earned premium will be prorated and invoiced to owning department.*

REMOVAL OF EMMP COVERAGE

The owning department may remove coverage from enrolled equipment upon submission of a 30-day advance written removal notice to the Office of Risk and Insurance Management. In such cases, coverage will be removed as of the accepted removal date. *For the period EMMP coverage is removed, the unused premium will be prorated and refunded to owning department.*

RENEWAL OF EMMP COVERAGE

- EMMP coverage on equipment will remain in effect and will automatically be renewed at the end of the current policy term, unless and until advance written removal notice is provided. *For any period EMMP coverage is in effect, the earned premium will be prorated and invoiced to owning department.*
- EMMP coverage on equipment may be canceled by The Office of Risk and Insurance Management upon 30-day advance written notice to the owning department. In such cases, coverage shall expire and will not be renewed at the end of the current policy term.

EXISTING AGREEMENTS

It is the responsibility of owning department to cancel any existing agreements for quoted equipment and/or enrolled equipment. Unless otherwise indicated, enrolled equipment will be serviced on a time and materials basis.

DISCLAIMER

The EMMP Terms & Conditions are subject to change. For a complete copy of the current terms & conditions, please visit:

[HTTPS://WWW.DGS.CA.GOV/ORIM/SERVICES.ASPX](https://www.dgs.ca.gov/orim/services.aspx)

EXCLUSIONS OF EMMP COVERAGE

Unless specifically purchased and defined on the schedule of covered equipment, EMMP coverage does not include repairs, charges, costs, or fees associated with:

1. Preventative maintenance; unless specifically purchased and defined on the schedule of covered equipment.
2. Services rendered when no problem is found with enrolled equipment.
3. Replacement of consumables, operating supplies, disposables, expendables, or accessory items beyond included coverages.
4. De-installation, movement, or installation of enrolled equipment.
5. Services rendered to enrolled equipment outside of the effective coverage period.
6. Improvements, updates, upgrades, cosmetic restorations, preferential equipment adjustments, retrofits, overhauls, refurbishment, correcting conditions of obsolescence, or the discovery of deficiencies occurring as of result of, or in conjunction, with any of these.
7. Emergency services or special service assessments beyond normal labor and travel expenses.
8. Services rendered for functions and services normally performed by the equipment operator.
9. The re-stocking of unused parts.
10. Mounting hardware, supports, fixtures, or furniture of enrolled equipment.
11. Trace gas analysis, safety checks, certifications, or calibrations.
12. Loaner equipment or rent for replacement of CT’s, PET scanners, MRI’s, nuclear medicine labs, cath labs, or oncology systems.
13. Replacement of: x-ray tubes; pick-up (PMT) tubes; image intensifiers; digital detectors; glassware; transducers; probes; MRI magnets; coils; cryogenics; crystals; wave guides; shockwave generators; magnetrons; klystrons; thyratrons; fiber optics; laser systems; laser benches; mammo paddles; lights; uninterrupted power supplies (UPS); drums, including copier drums and laser imaging drums; and/or replacement, equalization, or repair of: batteries, battery cells, or electrodes.

The EMMP does not cover repairs, charges, or fees caused directly or indirectly by the following, regardless of any other cause or event that contributes concurrently or in any sequence to the loss:

1. Insect or vermin damage to enrolled equipment.
2. Obsolescence of enrolled equipment.
3. Vandalism, defacement, malicious mischief, abuse, or misuse of enrolled equipment.
4. Willful, fraudulent or dishonest act or omission by owning department.
5. Ordinances, regulations, laws, court actions, or accreditation testing.
6. Software or software virus.
7. Vendor, contractor, or in-house maintenance or operator error, faulty workmanship, improper installation, improper maintenance, negligence or fraud.

LIMITATIONS OF LIABILITY

In no event shall the EMMP be liable for any incidental, special, statutory, indirect or consequential damages or losses, arising from or including, but not limited to: Flood; sewer or drain back-up; earth movement of any kind; war; insurrection; rebellion; revolution; terrorism; warlike act by a military force or military personnel; destruction or seizure or use for a military purpose; radioactive contamination; discharge of a nuclear, biological, or chemical weapon; delay, loss of market, loss of use, or business interruption; a loss customarily covered under the following commercial insurance forms: boiler & machinery, automobile, crime, electronics data processing, business interruption or time element, fire and extended coverage; a loss covered under other insurance or service agreement; or a loss or part of a loss that has been paid by someone else.