

PUBLIC SECTOR

Insurance Proposal (Revised 9/5/23)

October 1, 2023 – October 1, 2024

CITY OF KEY WEST



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Our Story

The Brown & Brown, Public Sector team is a highly-specialized unit of insurance advisors 100% trained to deliver industry-leading services to public entities in the State of Florida. Since 1992, we have continuously refined that specialization and enhanced our services, while becoming the largest public entity brokerage in Florida. Our team provides Property & Casualty and Employee Benefits services to governments from Key West to the Panhandle and represents more than 200 clients.

We have built our reputation by empowering our governmental clients to outperform their industry peers, lower their cost of risk, and enhance their insurance programs - all while staying within their annual budgetary constraints. Our team is committed to serve those who serve the public - and provide superior service to our clients, their staff, and their employees.



- Dedicated service team working exclusively for Florida local governments in all capacities surrounding risk and human resources
- Access to highly experienced public entity resources including Claims Team, Panel Counsel, Loss Control, Disaster Planning and Recovery, and Risk Management Specialists.
- Only retail office in Florida 100% committed to Florida's public entities
- Brown & Brown, Public Sector currently represents over 200 of Florida's governmental entities
 - 22 Counties
 - 70 Cities
 - 20 Public Airports
 - 7 Public School Districts
 - State of Florida

An Introduction to Your Service Team

Account Executives

Matt Montgomery Executive Vice President	(386) 239-7245	Matt.Montgomery@bbrown.com
Robin Russell, ARM-P, CISR, CSR Director of Operations	(386) 239-4044	Robin.Russell@bbrown.com
Paul Dawson, ARM-P Senior Vice President / Public Risk Advisor	(386) 239-4045	Paul.Dawson@bbrown.com
Michelle Martin, CIC Senior Vice President / Public Risk Advisor	(386) 239-4047	Michelle.Martin@bbrown.com
Kyle Stoekel, ARM-P, CIC Public Risk Advisor	(386) 944-5805	Kyle.Stoekel@bbrown.com
Bill Wilson Public Risk Advisor	(386) 333-6058	Bill.Wilson@bbrown.com
Molly Grande, CPCU, ARM, CISR Account Executive	(386) 333-6084	Molly.Grande@bbrown.com
Victoria "Tori" Reedy Executive Coordinator	(386) 239-4043	Tori.Reedy@bbrown.com

Service Representatives

Emily Bailey Public Risk Specialist	(386) 333-6085	Emily.Bailey@bbrown.com
Melody Blake, ACSR Senior Public Risk Specialist	(386) 239-4050	Melody.Blake@bbrown.com
Taylor Brodeur Public Risk Specialist	(386) 361-5225	Taylor.Brodeur@bbrown.com
Alexa Gray, AIC Public Risk & Claims Specialist	(386) 333-6068	Alexa.Gray@bbrown.com
Schylar Howard Public Risk Specialist	(386) 265-6117	Schylar.Howard@bbrown.com
Patricia "Trish" Jenkins, CPSR Senior Public Risk Specialist	(386) 239-4042	Trish.Jenkins@bbrown.com
Nicholas "Nick" Van Nostrand Public Risk Specialist	(321) 214-2377	Nicholas.VanNostrand@bbrown.com

Certificate Requests: 179.certificates@bbrown.com

Claim Reporting: 179.claims@bbrown.com

Our Service Team philosophy focuses on accountability at all levels of account management. Our goal is not simply to meet your service needs, but to exceed them. All the employees at Brown & Brown are dedicated to achieving this goal and distinguishing ourselves from the competition.

Hull and Machinery

Term: October 1, 2023 to October 1, 2024

Company: Great American Insurance Company
(Rated A+ XV by A.M. Best)

Vessel #	Description	Name	Amount Insured	Deductible*
Vessels				
1	2010 26' Fiberglass Workboat	USA Pumpout Boat	\$86,667	\$5,000
2	2010 26' Fiberglass Workboat	USA Pumpout Boat	\$86,667	\$5,000
3	2014 29' Fiberglass Workboat	Safe Boat	\$276,969	\$5,000
4	2003 27' Fiberglass Patrol Boat	Full Cabin Safe Boat	\$141,036	\$5,000
5	1990 21' Fiberglass Workboat	Sea Ark Utility Oil	\$58,896	\$1,000
6	1990 21' Fiberglass Workboat	Sea Ark Utility Oil	\$58,896	\$1,000
7	1997 16' Fiberglass Passenger Vessel	Carolina Skiff	\$1,922	\$250
8	2015 Carolina Skiff/J-1450 w/OB	Carolina Skiff	\$2,858	\$250
9	2015 29' Safe Police Boat	Safe	\$235,605	\$5,000
10	2017 21' Blue Wave Boat	Blue Wave	\$21,500	\$1,000
11	Police Boat Electrical Upgrade	Police	\$53,650	\$1,000
Trailers & Engines				
12	2014 King Trailer for Fireboat	King	\$12,850	\$1,000
13	2015 Suzuki Outboard Motor	Suzuki	\$3,258	\$500
14	2015 Galvanized Trailer 16 Ft.	Continental	\$1,008	\$500
15	350Hp Mercury Outboard for Safeboat	Mercury	\$22,488	\$1,000
16	350Hp Mercury Outboard for Safeboat	Mercury	\$22,488	\$1,000
17	Trailer for Safeboat Police Dept		\$19,611	\$1,000
18	2018 Outboard Motor for Blue wave	Yamaha	\$16,000	\$1,000
19	2018 Outboard Motor	Yamaha	\$10,915	\$500
20	2018 trailer for Police Blue Wave	Continental	\$2,500	\$500
21	2020 Trailer	Continental	\$3,450	\$500
22	2020 Trailer	Continental	\$3,450	\$500
23	2018 Outboard Motor 150HP	Evinrude	\$14,250	\$1,000
24	2020 Outboard Motor	Yamaha	\$14,250	\$1,000
25	2023 33' Continental Trailer for Safe Boat	Continental	\$11,300	\$500

**Deductible shown is per occurrence for all covered perils except losses arising out of a Named Storm, in which case a deductible of 5% of value per damaged vessel, trailer or engine, subject to a maximum per occurrence aggregate deductible of \$40,000 for vessels and \$10,000 for trailers and engines.*

Hull and Machinery

Territories	Vessels
Confined to the inland and coastal waters of the State of Florida within two (2) miles of the shore of the Island of Key West	1, 2, 7 & 8
Confined to the inland and coastal waters of the island of Key West not to exceed 10 nautical miles of the shore.	3, 4, 5, 6, 9, 10 & 11

Forms include but not limited to:

- Taylor Hull Clauses, including Strikes, Riots and Civil Commotions
- AIMU Chemical, Biological, Bio-Chemical and Electromagnetic Exclusion
- AIMU Extended Radioactive Contamination Exclusion
- Including Overland Transit
- Including Liner Negligence

Vessel Pollution

Term: October 1, 2023 to October 1, 2024

Company: Great American Insurance Company
(Rated A+ XV by A.M. Best)

Limits: \$1,000,000 Oil Protection Act
\$1,000,000 Comprehensive Environmental Response, Compensation & Liability Act

Deductible: None

Vessel #	Description	Name
1	2010 26' Fiberglass Workboat	USA Pumpout Boat
2	2010 26' Fiberglass Workboat	USA Pumpout Boat
3	2014 29' Fiberglass Workboat	Safe Boat
4	2003 27' Fiberglass Patrol Boat	Full Cabin Safe Boat
5	1990 21' Fiberglass Workboat	Sea Ark Utility Oil
6	1990 21' Fiberglass Workboat	Sea Ark Utility Oil
7	1997 16' Fiberglass Passenger Vessel	Carolina Skiff
8	2015 Carolina Skiff/J-1450 w/OB	Carolina Skiff
9	2015 29' Safe Police Boat	Safe
10	2017 21' Blue Wave Boat	Blue Wave
11	Police Boat Electrical Upgrade	Police

Notes of Importance:

- Includes Non-OPA / Non-CERCLA and including State Fines and Penalties.
- 25% Minimum Earned Premium

Marina Operator’s Legal Liability

Term: October 1, 2023 to October 1, 2024

Company: Great American Insurance Company
(Rated A+ XV by A.M. Best)

Covered Locations: Garrison Bight Marina – 1800 N. Roosevelt, Key West, FL
Key West Bight Marina – 201 William Street, Key West, FL

Exposure: \$4,591,250 Total Receipts

Coverage	Limit	Deductible
Marina Operator’s Legal Liability (MOLL), per occurrence	\$1,000,000	\$2,500
MOLL Protection & Indemnity	Included	Per Occurrence
Sublimits		
Limited Pollution Extension	\$1,000,000	\$2,500 Per Occurrence
Marina Operator’s Pollution Liability	\$1,000,000	
Land Storage	Included	

Warranted:

- Any contractor or sub-contractor performing repair or maintenance on the premises or on vessels or equipment on the premises, including docks and moorings, shall be required to provide a Certificate of Insurance with General Liability limits of at least \$1,000,000 and name the City of Key West as an additional insured.

Conditions / Exclusions:

- Punitive/Exemplary Damage Exclusion
- Sub-Contractor’s Warranty
- Chemical, Biochemical, Electromagnetic Exclusion Clause
- US Economic and Trade Sanctions Clause
- Extended Radioactive Contamination Exclusion
- Cyber Liability Exclusion
- Communicable Disease Exclusion
- Abuse, Molestation, Harassment, or Sexual Misconduct Exclusion
- Pollution Exclusion
- Any and all liability in connection with or arising out of the existence of houseboats located in any covered Marina, including but not limited to the houseboats themselves, as well as any damage to third party vessels or property arising directly or indirectly from the existence of any houseboats in the covered marinas.
- Strikes, Riots, etc.
- Sue & Labor Clause
- 25% Minimum Earned Premium

Wharfinger’s (Commercial Dockage) Liability

Term: October 1, 2023 to October 1, 2024

Company: Great American Insurance Company
(Rated A+ XV by A.M. Best)

Covered Locations: Ferry Landing – 100 Grinnell Street, Key West
Cruise Landing – 1 Whitehead Street, Key West
Commercial Landing – Truman Annex & Thomas Street, Key West

Exposure: \$1,787,968 Total Receipts*

Coverage	Limit	Deductible
Wharfinger’s Liability, per occurrence	\$2,000,000	\$10,000 Per Occurrence

Terms and Conditions include but are not limited to:

- Condition 7 of the Wharfinger’s Legal Liability Policy form is deleted in its entirety and replaced with the Clause below:
 - 7. It is a condition of this insurance that the Insured will **endeavor** to keep accurate records of the date and hour of arrival at and the date and hour of departure from the landing described herein of each vessel at risk hereunder, **but failure to do so shall not prejudice coverage.**
- 25% Minimum Earned Premium

Other Provisions:

- Punitive/Exemplary Damage Exclusion
- Sub-Contractor’s Warranty
- Chemical, Bio-chemical, Electromagnetic Exclusion
- US Economic and Trade Sanctions Clause
- AIMU Extended Radioactive Contamination Clause
- Cyber Liability Exclusion
- Communicable Disease Exclusion
- Pollution Exclusion

**Though this is an annual flat premium, it is WARRENTED, that should the City contact to allow passenger cruise vessels to return to the Port at Key West, the City of Key West will advise us of such contract and provide an estimate of revenue of the cruise contract(s) of the balance of the term. That estimated revenue will then be adjusted as additional premium at a rate of .548 subject to the minimum of the Flat Annual premium of \$5,000, which will then be considered a minimum premium for this policy.*

Outer Mole Excess Liability

Term: October 1, 2023 to October 1, 2024

Company: Great American Insurance Company
(Rated A+ XV by A.M. Best)

Covered Locations: Outer Mole Location

Coverage	Limit	Self-Insured Retention
Excess Liability	\$4,000,000 excess of \$1,000,000	None

Terms and Conditions include but are not limited to:

- 25% Minimum Earned Premium
- General Liability coverage under Public Risk Management of Florida policy number (TBA) but only as it applies to the Outer Mole location. The policy does not apply to any other liability of the City of Key West. Underwriting companies and policy numbers to be provided, upon binding.

Other Provisions:

- Punitive/Exemplary Damage Exclusion
- Sub-Contractor’s Warranty
- Chemical, Bio-chemical, Electromagnetic Exclusion
- US Economic and Trade Sanctions Clause
- AIMU Extended Radioactive Contamination Clause
- Cyber Liability Exclusion
- Communicable Disease Exclusion
- Pollution Liability

**Pollution Liability
1st Year of 3-Year Policy**

Term: October 1, 2023 to October 1, 2024

Company: Indian Harbor Insurance Company
(Rated A XV by A.M. Best)

Form: Claims Made

Retroactive date: 11/1/2011 – 627 Palm Avenue
8/15/2015 – 5701 College Road

Coverage	Limit	Self-Insured Retention
Aggregate Limit	\$3,000,000	\$100,000
Legal Expense Aggregate Limit of Liability (in addition to the Aggregate Limit of Liability)	\$300,000	
Your Location Coverage Retroactive Date: Please refer to attached policy form EVPRL015a		
Your Location Limit of Liability for each Pollution Condition	\$1,000,000	\$100,000
Your Location Aggregate Limit of Liability	\$3,000,000	Each Condition
Emergency Remediation Expense		
Emergency Remediation Expense Limit of Liability for each Pollution Condition	\$500,000	\$100,000
Emergency Remediation Expense Aggregate Limit of Liability	\$500,000	Each Condition
Contingent Transportation Coverage		
Contingent Transportation Limit of Liability for Each Pollution Condition	\$1,000,000	\$100,000
Contingent Transportation Aggregate Limit of Liability	\$3,000,000	Each Condition
Non-Owned Disposal Site Retroactive Date: 11/1/2017		
Non-Owned Disposal Site Limit of Liability for each Pollution Condition	\$1,000,000	\$100,000
Non-Owned Disposal Site Aggregate Limit of Liability	\$3,000,000	Each Condition

**Pollution Liability
1st Year of 3-Year Policy**

Coverage Form & Endorsements include but not limited to:

Form Description	Form Number
Coverage Form	EVPRLCP 0820
Your Location(s) Schedule	EVPRL001a 0820
Retroactive Date(s) for Specific Your Location(s)	EVPRL015a 0622
Additional Named Insured Schedule	EVPRL025a 0419
Additional Coverages for Municipalities	EVPRL070a 1220
Mold Matter Exclusion	EVPRL418a 0419
State of Florida Coverage for Certified Acts of Terrorism, Subject to Cap and Coverage for Other Acts of Terrorism Committed Within the United States (if accepted)	EVPRL930a-FL 0419
Exclusion of Certified Acts of Terrorism, and Terrorism Committed Outside of United States (if rejected)	EVPRL931a 0419
Financial Responsibility Endorsement for Aboveground and/or Underground Storage Tank(s) – Single State	EVPRL941b 0820
State of Florida Storage Tank Financial Assurance Endorsement for Releases from Aboveground and/or Underground Storage Tank(s) for Covered Location(s) in the State of Florida Only	EVPRL949a 0820

Important notes:

1. Policy limits do not annually reinstate.
2. Covered pollution conditions must commence after the retro date of this policy and before the end of the policy period.
3. No flat cancellation allowed. Policy is subject to 25% minimum earned premium.
4. Premium quoted includes Loss Control/Risk Management Support Service Fee.
5. This insurance is issued pursuant to the FL Surplus Lines laws. Entities insured by surplus lines carriers do not have the protection of the FL Insurance Guaranty Act to the extent of any right of recovery for the obligation of an insolvent, unlicensed insurer.

Pollution Liability

1st Year of 3-Year Policy

Claims Made Policy:

When a policy is on a claims-made basis, coverage triggers based on the actual filing date or receipt of the claim, in addition to the date of loss or injury. It handles any insured loss or claim filed during the policy period, regardless of when the actual loss or injury occurred, subject to the retroactive date on the declarations. Claims-made coverage applies only to covered losses that occur after the retroactive date.

Extended Reporting Periods:

XL provides the following Extended Reporting Periods options in the event coverage is cancelled or non-renewed:

Automatic Extended Reporting Period – continued coverage granted for a period of 90 days following the effective date of termination or nonrenewal, but only for Claims first made during the 60 days and arising from Wrongful Acts taking place prior to the effective date of the termination or nonrenewal.

Optional Extended Reporting Period – The Public Entity shall have the right, upon payment of up to 100% of the expiring premium, to purchase an Optional Extended Reporting Period, for the period of 36 months following the effective date of the cancellation or nonrenewal, but only for Claims first made during the Optional Extended Reporting Period and arising from Wrongful Acts taking place prior to the effective date of the termination or nonrenewal.

Storage Tank Liability

Term: October 1, 2023 to October 1, 2024

Company: Commerce and Industry Insurance Company
(Rated A XV by A.M. Best)

Form: Claims Made

Coverage Section	Limit of Liability	Retention	Retroactive Date
Per Storage Tank Incident	\$1,000,000	\$25,000	Varies – See Schedule
Storage Tank Incidents Aggregate	\$10,000,000		

Notes of Importance:

1. All premiums are fully earned upon tank removal. There will be no credit for midterm removal.

Coverage Forms and Endorsements included but not limited to:

Form Description	Form Number
Storage Tank Policy	81106 (08/09)
Storage Tank Declarations Page	81206 (08/09)
Table of Contents	83115 (10/03)
Site Schedule	81029 (02/13)
Schedule of Coverage Storage Tank Systems	81017 (10/02)
Separation of Insureds Endorsement	81026 (06/10)
Notice of Loss/Notice of Claim	91968 (12/06) CI2940
Gaining the Ultimate Value-Added Advantage Through AIG	127135 (11/17)
Economic Sanctions Endorsement	89644 (06/13)
Dedicated Limits Endorsement	121318 (02/16)
Florida Cancellation/Nonrenewal Endorsement	76105 (06/15)
Florida Amendatory Endorsement	83111 (05/10)
Florida Addendum to The Declarations	74825 (01/13)
Florida Notice of Loss Control Services	90231 (08/13)
If TRIA is rejected , All Terrorism Exclusion Endorsement	119597 (07/15)
If TRIA is accepted , Federal Share of Compensation Under TRIA and Cap on Losses Endorsement	125595 (03/17)

Storage Tank Liability

Claims Made Policy:

When a policy is on a claims-made basis, coverage triggers based on the actual filing date or receipt of the claim, in addition to the date of loss or injury. It handles any insured loss or claim filed during the policy period, regardless of when the actual loss or injury occurred, subject to the retroactive date on the declarations. Claims-made coverage applies only to covered losses that occur after the retroactive date.

Extended Reporting Periods:

AIG provides the following Extended Reporting Periods options in the event coverage is terminated:

The Named Insured shall be entitled to an Automatic Extended Reporting Period, and (with certain exceptions as described in Paragraph B. of this Section) be entitled to purchase an Optional Extended Reporting Period for any Coverages terminated, upon termination of coverage as defined in Paragraph B.3. of this Section. Neither the Automatic nor the Optional Extended Reporting Period shall reinstate or increase any of the Limits of Liability of this Policy.

A. Automatic Extended Reporting Period

Provided that the Named Insured has not purchased any other insurance to replace this insurance and which applies to a Claim or a Confirmed Release otherwise covered hereunder, the Named Insured shall have the right to the following: a period of six (6) months following the effective date of such termination of coverage in which to provide written notice to the Company of a Claim first made during the Policy Period or Automatic Extended Reporting Period and first reported within the Automatic Extended Reporting Period, or Confirmed Release first reported within the Automatic Extended Reporting Period.

A Claim first made during the Policy Period or Automatic Extended Reporting Period and first reported within the Automatic Extended Reporting Period, or Confirmed Release first reported within the Automatic Extended Reporting Period will be deemed to have been made on the last day of the Policy Period, provided that the Claim or Confirmed Release arises from Pollution Conditions that commenced before the end of the Policy Period and is otherwise covered by this Policy. No part of the Automatic Extended Reporting Period shall apply if the Optional Extended Reporting Period is purchased.

Storage Tank Liability

Extended Reporting Periods, continued:

B. Optional Extended Reporting Period

The Named Insured shall be entitled to purchase an Optional Extended Reporting Period upon termination of coverage as defined herein (except in the event of nonpayment of premium), as follows:

1. A Claim first made during the Policy Period or during the Optional Extended Reporting Period and first reported during the Optional Extended Reporting Period, or a Confirmed Release first reported within the Optional Extended Reporting Period, if purchased in accordance with the provisions contained in Paragraph 2. below, will be deemed to have been made on the last day of the Policy Period, provided that the Claim or Confirmed Release arises from Pollution Conditions that commenced before the end of the Policy Period and is otherwise covered by this Policy.
2. The Company shall issue an endorsement providing an Optional Extended Reporting Period of up to forty (40) months from termination of coverage hereunder for all Storage Tank Systems, or for a Storage Tank System located at a specific facility, provided that the Named Insured:
 - (a) makes a written request for such endorsement which the Company receives within sixty (60) days after termination of coverage as defined herein; and
 - (b) pays when due an amount equal to the premium for the Optional Extended Reporting Period plus any premium for the Policy Period which is owed and has not yet been paid. If these premiums are paid when due, the Extended Reporting Period may not be cancelled, provided that all other terms and conditions of the Policy are met.
3. Termination of coverage occurs:
 - (a) at the end of the Policy Period, or
 - (b) at the time the Policy or renewal policy becomes effective with a decrease in the limit of liability, a reduction of coverage, an increased deductible or self-insured retention, new exclusion or any other change in coverage less favorable to the Insured.
4. The Optional Extended Reporting Period is available to the Named Insured for not more than 100% of the policy premium of this Policy.

Storage Tank Liability

SCHEDULE OF COVERED STORAGE TANK SYSTEMS

Q#103444 23
Pol#: 004808661

Location Address	UST/ AST	Capacity Capacity	Install Year	Retro Date
Key West Pump Station E Government Rd Key West, FL 33040	AST	550	1997	1/01/97
Key West Pump Station D Thompson & Seminary St Key West, FL 33040	AST	550	1997	1/01/97
Key West City-WWTP Trumbo Point Annex Fleming Key Key West, FL 33040	AST	10,000	1997	1/01/97
City Of Key West Lift Station 250 Amelia St Key West, FL 33040	AST	450	1987	3/25/94
Key West Public Safety & Fire Station 1600 N Roosevelt Blvd Key West, FL 33040	UST	2,500	1997	1/01/98
Key West City-Police Dept 1604 No. Roosevelt Rd Key West, FL 33040	UST	5,000	2002	10/01/03
City of Key West Transfer Station 141 Overseas Highway Key West, FL 33040	AST	2,000	2009	5/22/09
Key West Bight Ferry Terminal 201 Grinnell Street Key West, FL 33040	UST	20,000	1999	11/01/05
Fire Station #2 616 SimontonStreet Key West, FL 33040	AST	500	2007	10/01/16

Fire Station #3 1491 Kennedy Drive Key West, FL 33040	AST	500	2013	10/01/16
Key West City-Dept of Transportation 5701 W College Rd Key West, FL 33040	AST	15,000	2015	1/23/18
	AST	1,200	2015	1/23/18
Key West Cty-Dept of Fleet 627 Palm Ave Key West, FL 33040	AST	12,000	2015	10/01/18
	AST	1,000	2015	10/01/18
Key West Bight Marina 231 Margaret Street Key West, FL 33040	AST	10,000	2003	11/01/05
	AST	20,000	2003	11/01/05
Key West City Hall 1300 White Street Key West, FL 33040	AST	2,400	2015	10/01/21

Accidental Death and Dismemberment (Revised 9/5/23)

Term: October 1, 2023 to October 1, 2024

Company: ACE American Insurance Company
(Rated A++ XV by A.M. Best)

Eligibility: All Law Enforcement, Correctional and Correctional Probation Officers as defined in Florida Statute 112.19(b), Firefighters as defined in Florida Statute 112.191(b), Emergency Medical Technicians and Paramedics as defined in 112.1911 (1)(a) & (d) and all other police and fire department Admin/ Clerical/Dispatcher employees of the Policyholder who are in Active Service.

Coverage	Limit
Class 1 Principal Sum:	
In the Line of Duty:	\$75,000
Fresh Pursuit:	\$75,000
Unlawful & Intentional Death:	\$225,000
Time Period for Loss:	365 days from the date of a Covered Accident

Covered Activities	Limit
Child Care Center Benefit:	
Benefit Maximum:	\$2,000 per year, up to 2 payments per child Line of Duty Coverage Unlawful and Intentional Death & Dismemberment Coverage Fresh Pursuit Coverage
Maximum Benefit Period:	To Age 13 for each surviving Dependent Child
Child Education Benefit:	
Benefit Amount:	\$2,000 per year Line of Duty Coverage Unlawful and Intentional Death & Dismemberment Coverage Fresh Pursuit Coverage
Maximum Benefit Period:	4 years
Continuation of Insurance Expense Benefit:	
Benefit Maximum:	\$5,000 Unlawful and Intentional Death & Dismemberment Coverage
Aggregate Maximum Benefit Period For Surviving Spouse & Dependent Child(ren):	5 years

Accidental Death and Dismemberment (Revised 9/5/23)

Covered Activities cont'd:	Limit:
Disability Benefit:	
Benefit Amount:	\$200 per week Line of Duty Coverage Fresh Pursuit Unlawful and Intentional Death & Dismemberment Coverage
Time Period for Loss:	30 days from the date of the Covered Accident
Maximum Benefit Period:	52 weeks
Funeral and Burial Expense Benefit:	
Benefit Amount:	\$10,000 Line of Duty Coverage Fresh Pursuit Coverage Unlawful and Intentional Death & Dismemberment Coverage
Spouse Education Benefit:	
Benefit Amount:	\$2,000 per year Line of Duty Coverage Unlawful and Intentional Death Coverage Fresh Pursuit Coverage
Maximum Benefit Period:	3 years

Premium Recapitulation (Revised 9/5/23)

	<u>Annual Premium</u>	<u>Check Option</u>	
		<u>Accept</u>	<u>Reject</u>
Marine Policies			
Hull & Machinery	\$16,425.00	<input type="checkbox"/>	<input type="checkbox"/>
Vessel Pollution	\$6,823.00	<input type="checkbox"/>	<input type="checkbox"/>
Marina Operator’s Legal Liability	\$23,465.00	<input type="checkbox"/>	<input type="checkbox"/>
Wharfinger’s Liability	\$9,798.00	<input type="checkbox"/>	<input type="checkbox"/>
Outer Mole Excess Liability	\$10,450.00	<input type="checkbox"/>	<input type="checkbox"/>
Pollution Liability (3-Year Policy)	\$14,909.00	<input type="checkbox"/>	<input type="checkbox"/>
Storage Tank Liability			
Premium	\$7,506.00		
FIGA Fee	\$52.56		
Total Premium	\$7,558.56	<input type="checkbox"/>	<input type="checkbox"/>
<i>Optional TRIA</i>	\$67.46	<input type="checkbox"/>	<input type="checkbox"/>
AD&D	\$9,767.00	<input type="checkbox"/>	<input type="checkbox"/>

I authorize Brown & Brown to request the underwriters to bind coverage on the items indicated above and acknowledge receipt of the Compensation and Financial Condition Disclosure(s) provided in this proposal.

(Signature)

(Name & Title)

(Date)

Notes of Importance:

1. Quotes provided in the proposal are valid until 10/1/2023. After this date terms and conditions are subject to change by the underwriters.
2. Some insurance is issued pursuant to the FL Surplus Lines laws. Entities insured by surplus lines carriers do not have the protection of the FL Insurance Guaranty Act to the extent of any right of recovery for the obligation of an insolvent, unlicensed insurer.
3. Premiums are subject to change if all lines of coverage quoted are not bound. **Premiums are subject to 25% minimum premium upon binding.**
4. Not all coverages requested may be provided in this quotation.
5. **The total premium is due within 30 days of inception. Premium financing can be arranged if needed.**
6. Quote is not bound until written orders to bind are received from the insured and the Company subsequently accepts the risk.
7. Should signed application reveal differing details/data than original application received, the entire quote/binder is subject to revision and possible retraction.
8. Higher limits of liability may be available. Please consult with your agent.
9. This proposal is based upon exposures to loss made known to the Brown & Brown. Any changes in exposures (i.e. new operations, new acquisitions of property or change in liability exposure) need to be promptly reported to us in order that proper coverage may be put into place.
10. **This proposal is intended to give a brief overview. Please refer to coverage agreements for complete information regarding definition of terms, deductibles, sub-limits, restrictions and exclusions that may apply. In the event of any differences, the policy will prevail.**

Retail Compensation Disclosure

In addition to the commissions or fees received by us for assistance with the placement, servicing, claims handling, or renewal of your insurance coverages, other parties, such as excess and surplus lines brokers, wholesale brokers, reinsurance intermediaries, underwriting managers and similar parties, some of which may be owned in whole or in part by Brown & Brown, Inc., may also receive compensation for their role in providing insurance products or services to you pursuant to their separate contracts with insurance or reinsurance carriers. That compensation is derived from your premium payments. Additionally, it is possible that we, or our corporate parents or affiliates, may receive contingent payments or allowances from insurers based on factors which are not client-specific, such as the performance and/or size of an overall book of business produced with an insurer. We generally do not know if such a contingent payment will be made by a particular insurer, or the amount of any such contingent payments, until the underwriting year is closed. That compensation is partially derived from your premium dollars, after being combined (or "pooled") with the premium dollars of other insureds that have purchased similar types of coverage. We may also receive invitations to programs sponsored and paid for by insurance carriers to inform brokers regarding their products and services, including possible participation in company-sponsored events such as trips, seminars, and advisory council meetings, based upon the total volume of business placed with the carrier you select. We may, on occasion, receive loans or credit from insurance companies. Additionally, in the ordinary course of our business, we may receive and retain interest on premiums you pay from the date we receive them until the date of premiums are remitted to the insurance company or intermediary. In the event that we assist with placement and other details of arranging for the financing of your insurance premium, we may also receive a fee from the premium finance company.

If an intermediary is utilized in the placement of coverage, the intermediary may or may not be owned in whole or part by Brown & Brown, Inc. or its subsidiaries. Brown & Brown entities operate independently and are not required to utilize other companies owned by Brown & Brown, Inc., but routinely do so. In addition to providing access to the insurance company, the Wholesale Insurance Broker/Managing General Agent may provide additional services including, but not limited to: underwriting; loss control; risk placement; coverage review; claims coordination with insurance company; and policy issuance. Compensation paid for those services is derived from your premium payment, which may on average be 15% of the premium you pay for coverage, and may include additional fees charged by the intermediary.

Questions and Information Requests. Should you have any questions, or require additional information, please contact this office at (386) 252-6176 or, if you prefer, submit your question or request online at <http://www.bbinsurance.com/customerinquiry/>.

Guide to Bests Ratings		
Best Category	Rating	Description
Secure	A++	Superior
Secure	A+	Superior
Secure	A	Excellent
Secure	A-	Excellent
Secure	B++	Very Good
Secure	B+	Very Good
Vulnerable	B	Fair
Vulnerable	B-	Fair
Vulnerable	C++	Marginal
Vulnerable	C+	Marginal
Vulnerable	C	Weak
Vulnerable	C-	Weak
Vulnerable	D	Poor
Vulnerable	E	Under Regulatory Supervision
Vulnerable	F	In Liquidation
Vulnerable	S	Rating Suspended
Not Rated	NR-1	Insufficient Data
Not Rated	NR-2	Insufficient Size and/or operating experience
Not Rated	NR-3	Rating Procedure Inapplicable
Not Rated	NR-4	Company Request
Not Rated	NR-5	Not Formally Followed
Rating Modifier	u	Under Review
Rating Modifier	q	Qualified
Affiliation Code	g	Group
Affiliation Code	p	Pooled
Affiliation Code	r	Reinsured

Guide to Best's Financial Size Categories		
Reflects size of insurance company based on their capital, surplus and conditional reserve funds in U.S. dollars.	I	Less than \$1,000,000
	II	\$1,000,000 - \$2,000,000
	III	\$2,000,000 - \$5,000,000
	IV	\$5,000,000 - \$10,000,000
	V	\$10,000,000 - \$25,000,000
	VI	\$25,000,000 - \$50,000,000
	VII	\$50,000,000 - \$100,000,000
	VIII	\$100,000,000 - \$250,000,000
	IX	\$250,000,000 - \$500,000,000
	X	\$500,000,000 - \$750,000,000
	XI	\$750,000,000 - \$1,000,000,000
	XII	\$1,000,000,000 - \$1,250,000,000
	XIII	\$1,250,000,000 - \$1,500,000,000
	XIV	\$1,500,000,000 - \$2,000,000,000
	XV	Greater than \$2,000,000,000

Brown & Brown always strives to place your coverage with highly secure insurance companies. We cannot, however, guarantee the financial stability of any carrier.

Statement Acknowledging That Coverage Has Been Placed With A Non-Admitted Carrier

Per Florida Statute, the insured is required to sign the following E&S disclosure:

The undersigned hereby agrees to place insurance coverage in the surplus lines market and understands that superior coverage may be available in the admitted market and at a lesser cost. Persons insured by surplus lines carriers are not protected by the Florida Insurance Guaranty Association with respect to any right of recovery for the obligation of an insolvent unlicensed insurer.

City of Key West
Named Insured

Signature of Insured’s Authorized Representative

Date

Indian Harbor Insurance Company
Name of Excess and Surplus Lines Carrier

Pollution
Type of Insurance

004808661
Policy Number/Renewal of Policy Number

10/1/2023 - 10/1/2024
Effective/Expiration Date of Coverage

Florida
State

City Of Key West

I/We accept Proposal for a policy providing the following Limits of Liability and Deductible:

Limits of Liability: \$1,000,000/\$10,000,000 Deductible: \$25,000

_____ I hereby elect to purchase Terrorism coverage for a premium of \$ 67.46.

_____ I hereby reject coverage in accordance with the Terrorism Risk Insurance Act of 2002.

Signature of Applicant or Authorized Representative

Date

**POLICYHOLDER DISCLOSURE NOTICE OF
TERRORISM RISK INSURANCE ACT (TRIA) COVERAGE**

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, that you have a right to purchase insurance coverage for losses resulting from acts of terrorism. *As defined in Section 102(1) of the Act:* The term "act of terrorism" means any act or acts that are certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 85% THROUGH 2015; 84% BEGINNING ON JANUARY 1, 2016; 83% BEGINNING ON JANUARY 1, 2017; 82% BEGINNING JANUARY 1, 2018; 81% BEGINNING JANUARY 1, 2019 and 80% BEGINNING ON JANUARY 1, 2020 OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

Unless you, or your insurance broker on your behalf, REJECTS in writing to the Company Terrorism Coverage under the Terrorism Risk Insurance Act as amended, you will be covered for Terrorism as defined in the Act and your prospective premium for that coverage is based upon which coverage option you choose (Coverage options setting forth limits, policy term, etc. are set forth in the attached letter of indication).

Option 1 Terrorism Act Premium: \$67

_____ I hereby decline to purchase terrorism coverage for certified acts of terrorism. I understand that I will have no coverage for losses resulting from certified acts of terrorism.

Commerce and Industry Insurance Company

**Return to: Policy Managers
317 Riveredge Blvd., Suite 206
Cocoa, FL 32922**

Policyholder/Applicant's Signature

Policyholder/Applicant's Printed Name

Date

City Of Key West
Quote#: 103444

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