



**Common
Member Coverage Declarations**

Policy Number:	#PRM024-011A -073
Membership Type:	<i>Preferred Member</i>

Named Member and Mailing Address:	Managing Agent Name and Address:
<i>City of Key West As a member of Public Risk Management of Florida 3104 Flagler Avenue Key West, FL 33041</i>	<i>World Risk Management an Accretive Company 20 North Orange Avenue, Suite 500 Orlando, FL 32801</i>

Coverage Period:	From: 10/01/2024 At 12:01 a.m. EST	To: 10/01/2025 At 12:01 a.m. EST
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Schedule of Coverages

Section I: Property (Including Boiler Machinery - Separate Policy) (Including
Property Terrorism & Sabotage/Active Shooter & Malicious Attack)

Section II: Crime

Section III: Comprehensive General Liability

Section IV: Automobile Liability

Section V: Public Officials Errors & Omissions

Section VI: Employee Benefits Liability

Section VII: Excess Workers' Compensation & Employers' Liability for a Group
Self-Insurer Fund Member

Total Member Contribution	\$3,513,469
Member Loss Fund	\$2,100,000

In return for the payment of the member contribution, and subject to all of the terms in this coverage document and Association By-Laws, Public Risk Management agrees to provide the coverage(s) as indicated in the schedule above. Specific coverage terms and conditions are afforded in the individual coverage forms by line of coverage.

Third Party Administrator: **Relation Insurance Services** - 700 Central Parkway, Stuart, FL 34994



Property Member Coverage Declarations

Policy Number:	#PRM024-011A -073
Membership Type:	<i>Preferred Member</i>

Named Member and Mailing Address:	Managing Agent Name and Address:
City of Key West <i>As a member of Public Risk Management of Florida</i> 3104 Flagler Avenue Key West, FL 33041	World Risk Management an Accretive Company 20 North Orange Avenue, Suite 500 Orlando, FL 32801

Coverage Period:	From: 10/01/2024 At 12:01 a.m. EST	To: 10/01/2025 At 12:01 a.m. EST
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<u>Coverage Schedule</u> This coverage document provides the coverage's as shown below in the Coverage schedule with the corresponding limits and deductibles.									
<u>Covered Property</u>									
<u>Perils Covered:</u> All risks of direct physical loss or damage, including flood, earthquake, terrorism & sabotage including equipment breakdown subject to the policy exclusions. Auto Physical Damage included at Actual Cash Value.									
<u>Valuation:</u> <table><tr><td>\$262,682,827</td><td>All Other Perils Loss Limit (Total Insured Values per schedule on file with PRM)</td></tr><tr><td>Replacement Cost</td><td>Real and Personal Property</td></tr><tr><td>Actual Loss Sustained</td><td>Time Element (Total Insured Values per schedule on file with PRM)</td></tr><tr><td>Per Schedule on File</td><td>Boiler & Machinery Values</td></tr></table>		\$262,682,827	All Other Perils Loss Limit (Total Insured Values per schedule on file with PRM)	Replacement Cost	Real and Personal Property	Actual Loss Sustained	Time Element (Total Insured Values per schedule on file with PRM)	Per Schedule on File	Boiler & Machinery Values
\$262,682,827	All Other Perils Loss Limit (Total Insured Values per schedule on file with PRM)								
Replacement Cost	Real and Personal Property								
Actual Loss Sustained	Time Element (Total Insured Values per schedule on file with PRM)								
Per Schedule on File	Boiler & Machinery Values								
<u>Maintenance Deductible</u> \$25,000 AOP Losses Per Occurrence									
<u>Named Wind Deductible</u> 5% Of Total Values Per Unit involved in the loss, per any one occurrence.									
<u>Named Wind Policy Limit</u> \$15,000,000 Any one occurrence. Sub-Limits do not increase the policy limit of \$15,000,000. Membership schedule on file with Public Risk Management of Florida.									

All Terms and Conditions per Coverage Document PRM024-011A



**Property Terrorism & Sabotage /
Active Shooter & Malicious Attack
Member Coverage Declarations**

Policy Number:	# UTS2560010.24
Membership Type:	Preferred

Named Member and Mailing Address:	Managing Agent Name and Address:
<i>City of Key West As a member of Public Risk Management of Florida 3104 Flagler Avenue Key West, FL 33041</i>	<i>World Risk Management an Accretive Company 20 North Orange Avenue, Suite 500 Orlando, FL 32801</i>

Coverage Period:	From: 10/01/2024	To: 10/01/2025
	At 12:01 a.m. EST	At 12:01 a.m. EST

Limits of Liability	Deductibles
Terrorism & Sabotage	
<u>\$25,000,000</u> Per Occurrence	<u>\$10,000</u> Per Occurrence
<u>\$25,000,000</u> Pool Aggregate	<u>\$10,000</u> Per Occurrence
Active Shooter & Malicious Attack	
<u>\$2,000,000</u> Per Occurrence	<u>\$10,000</u> Per Occurrence
<u>\$2,000,000</u> Pool Aggregate	

Forms & Endorsements
All Terms and Conditions per policy.



Crime Member Coverage Declarations

Policy Number:	#PRM024-011A -073
Membership Type:	<i>Preferred Member</i>

Named Member and Mailing Address:	Managing Agent Name and Address:
<i>City of Key West</i> <i>As a member of Public Risk Management of Florida</i> 3104 Flagler Avenue Key West, FL 33041	<i>World Risk Management an Accretive Company</i> 20 North Orange Avenue, Suite 500 Orlando, FL 32801

Coverage Period:	From: 10/01/2024 At 12:01 a.m. EST	To: 10/01/2025 At 12:01 a.m. EST
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Limits of Liability		Deductibles	
Crime			
<u>\$1,000,000</u>	Monies & Securities	<u>\$1,000</u>	Per Occurrence
<u>\$1,000,000</u>	Forgery or Alteration	<u>\$1,000</u>	Per Occurrence
<u>\$1,000,000</u>	Employee Dishonesty	<u>\$1,000</u>	Per Occurrence

Forms & Endorsements
All Terms and Conditions per Coverage Document PRM024-011A



Comprehensive General / Law Enforcement Liability Member Coverage Declarations

Policy Number:	#PRM024-011A -073
Membership Type:	<i>Preferred Member</i>

Named Member and Mailing Address:	Managing Agent Name and Address:
<i>City of Key West</i> <i>As a member of Public Risk Management of Florida</i> 3104 Flagler Avenue Key West, FL 33041	<i>World Risk Management an Accretive Company</i> 20 North Orange Avenue, Suite 500 Orlando, FL 32801

Coverage Period:	From: 10/01/2024 At 12:01 a.m. EST	To: 10/01/2025 At 12:01 a.m. EST
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Limits of Liability	Self Insured Retention
Commercial General Liability	\$100,000 Self Insured Retention Per Occurrence
<u>\$1,000,000</u> Each Occurrence	
<u>\$1,000,000</u> Personal/Advertising Injury	
<u>Excluded</u> Medical Expense	
Law Enforcement	\$100,000 Self Insured Retention Per Occurrence
<u>\$1,000,000</u> Each Occurrence	

Forms & Endorsements
All Terms and Conditions per Coverage Document PRM024-011A



Automobile Member Coverage Declarations

Policy Number:	#PRM024-011A -073
Membership Type:	<i>Preferred Member</i>

Named Member and Mailing Address:	Managing Agent Name & Mailing Address:
<i>City of Key West</i> <i>As a member of Public Risk Management of Florida</i> 3104 Flagler Avenue Key West, FL 33041	<i>World Risk Management an Accretive Company</i> 20 North Orange Avenue, Suite 500 Orlando, FL 32801

Coverage Period:	From: 10/01/2024	To: 10/01/2025
	At 12:01 a.m. EST	At 12:01 a.m. EST

Schedule of Automobile Coverages and Limits

This coverage document provides the coverages as shown below in the coverage schedule with the corresponding limits and deductibles. Each of the coverages apply only to those autos shown as covered auto symbols. The covered auto symbol reference is available below. Auto Physical Damage is provided under Property Section I of the Coverage Document.

Coverages	Covered Autos Symbol	Limit	Self Insured Retention
Liability	1,8,9	\$1,000,000	\$100,000
Personal Injury Protection	5	Statutory	\$100,000
Medical Payments		Excluded	\$0
Uninsured Motorist		Excluded	\$0
Underinsured Motorist		Excluded	\$0

(1) Any "Auto"

(2) Owned "Autos" only

(3) Owned Private Passenger "Autos"

(4) Owned "Autos" Other Than Private Passenger

(5) All Owned "Autos" Which Require No-Fault Coverage

(6) Owned "Autos" Subject To Compulsory U.M. Law

(7) "Autos" Specified On Schedule

(8) Hired "Autos"

(9) Non-Owned "Autos"

Forms & Endorsements

All Terms and Conditions per Coverage Document PRM024-011A



Public Officials Errors & Omissions Member Coverage Declarations

Policy Number:	#PRM024-011A -073
Membership Type:	<i>Preferred Member</i>

Named Member and Mailing Address:	Managing Agent Name and Address:
<i>City of Key West</i> <i>As a member of Public Risk Management of Florida</i> <i>3104 Flagler Avenue</i> <i>Key West, FL 33041</i>	<i>World Risk Management an Accretive Company</i> <i>20 North Orange Avenue, Suite 500</i> <i>Orlando, FL 32801</i>

Coverage Period:	From: 10/01/2024 At 12:01 a.m. EST	To: 10/01/2025 At 12:01 a.m. EST
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Limits of Liability	Self Insured Retention
Public Officials Errors & Omissions –Per Claim \$1,000,000 Each Claim \$3,000,000 Aggregate \$2,500 EEOC Administrative Hearings \$250,000 Association Annual Aggregate EEOC Administrative Hearings	Retro Date: 10/01/2000 \$100,000 Per Claim
Sexual Harassment -Per Claim \$1,000,000 Each Claim \$3,000,000 Aggregate (Part of E&O Aggregate)	Retro Date: 10/01/2000 \$100,000 Per Claim
Sexual Misconduct -Per Claim \$1,000,000 Each Claim \$3,000,000 Aggregate (Part of E&O Aggregate)	Retro Date: Not Covered Per Claim
Inverse Condemnation – Per Claim \$100,000 Each Claim \$100,000 Aggregate Bert Harris Act – Per Claim \$300,000 Each Claim \$300,000 Aggregate	Retro Date: 10/01/2015 \$100,000 Retro Date: 10/01/2010 \$100,000
Non-Monetary Damages – Per Claim \$100,000 Each Claim \$100,000 Aggregate	Retro Date: 10/01/2015 \$100,000

Forms & Endorsements
All Terms and Conditions per Coverage Document PRM024-011A



**Workers' Compensation and Employers' Liability
for a Group Self-Insurer Fund Member Declarations**

Policy Number:		#PRM024-011A -073
Membership Type:		<i>Preferred Member</i>
Named Member & Mailing Address:	Managing Agent Name & Mailing Address:	
City of Key West As a member of Public Risk Management of Florida 3104 Flagler Avenue Key West, FL 33041	World Risk Management an Accretive Company 20 North Orange Avenue, Suite 500 Orlando, FL 32801	
Coverage Period:	From: 10/01/2024 At 12:01 a.m. EST	To: 10/01/2025 At 12:01 a.m. EST
Limits of Liability:		
Coverage A – Workers' Compensation (States):	FL Statutory Limits	
Coverage B – Employer's Liability	\$2,000,000	Each Accident
	\$2,000,000	Disease-Policy Limit
	\$2,000,000	Disease-Each Employee
Coverage C – Other States Insurance:	Included	
Self-Insured Retention:	\$325,000	
Forms & Endorsements		
All Terms and Conditions per Coverage Document PRM024-011A		

Note: Member responsible for Florida State Workers Compensation Assessment Fees

Description	Class Code	Estimated Payroll 2024 – 2025
STREET OR ROAD PAVING	5509	\$558,187
MARINA & DRIVERS	6838	\$1,540,916
BUS CO - ALL OTHER EMPLOYEES & DRIVERS	7382	\$1,411,096
Sewage Disposal Plant Operations	7580	\$45,586
GARBAGE WORKS	7590	\$368,362
FIREFIGHTERS & DRIVERS	7704	\$9,151,077
POLICE OFFICERS & DRIVERS	7720	\$11,123,210
AUTOMOBILE SERVICE OR REPAIR CENTER & DRIVERS	8380	\$563,841
AUTOMOBILE STORAGE GARAGE, PARKING LOT, VALET SERVICE	8392	\$151,101
CLERICAL OFFICE EMPLOYEES	8810	\$9,188,387
ATTORNEY - ALL EMPLOYEES & CLERICAL, MESSENGERS, DRIVERS	8820	\$521,384
BUILDINGS OPERATIONS BY OWNER - ALL OTHER EMPLOYEES	9015	\$580,789
PARK NOC - ALL EMPLOYEES & DRIVERS	9102	\$2,331,772
MUNICIPAL, TOWNSHIP, COUNTY OR STATE EMPLOYEE NOC	9410	\$1,527,689
*Subject to Payroll Audit	Total Payroll	\$39,063,397



PRM GENERAL COVERAGE DOCUMENT

Coverage Period: 10/01/2024 – 10/01/2025
Both dates at 12:01am

Document #: **PRM024-011A**

TABLE OF CONTENTS

GENERAL COVERAGE DOCUMENT DECLARATIONS.....	3
GENERAL COVERAGE DOCUMENT CONDITIONS	4
GENERAL COVERAGE DOCUMENT EXCLUSIONS.....	7
GENERAL COVERAGE DOCUMENT DEFINITIONS.....	12
PART A – PROPERTY AND CRIME COVERAGE DOCUMENT	17
SECTION I PROPERTY DECLARATIONS	17
PART A – SCHEDULE OF PARTICIPATING MEMBERS.....	19
SCHEDULE OF SPECIFIC EXCESS LIMITS OF COVERAGE.....	21
SUB-SECTION I – GENERAL PROVISIONS/INSURING AGREEMENT	24
SUB-SECTION II – PHYSICAL DAMAGE TO PROPERTY	26
SUB-SECTION III – BUSINESS INTERRUPTION/RENTAL INCOME/ TAX INTERRUPTION/TUITION/EXTRA EXPENSE	38
SUB-SECTION IV- GENERAL CONDITIONS	43
SUB-SECTION V – FINE ARTS.....	64
SUB-SECTION VI – CONTRACTORS EQUIPMENT	68
SUB-SECTION VII – ACCOUNTS RECEIVABLE.....	70
SUB-SECTION VIII – ADDITIONAL CONDITIONS	72
SECTION II CRIME	78
- EXCESS LIMIT OF COVERAGE	78
- SCHEDULE OF PARTICIPATING MEMBERS	79
- INSURING AGREEMENT	81
- DEDUCTIBLE.....	84
- EXCLUSIONS	84
- CONDITIONS.....	87
- DEFINITIONS	94
PART B – LIABILITY COVERAGE DOCUMENT DECLARATIONS	98
PART B – SCHEDULE OF PARTICIPATING MEMBERS	99
SECTION III – COMPREHENSIVE GENERAL LIABILITY	101
- SPECIFIC EXCESS LIMITS OF COVERAGE	101
- INSURING AGREEMENT	101
- EXCESS LIMITS OF COVERAGE	101
- EXCLUSIONS	102
- DEFINITIONS	104
SECTION IV – AUTOMOBILE LIABILITY	106
- SPECIFIC EXCESS LIMITS OF COVERAGE	106
- INSURING AGREEMENT	106
- EXCESS LIMIT OF COVERAGE	107
- EXCLUSIONS	107
- DEFINITIONS	108
SECTION V – PUBLIC OFFICIAL’S ERRORS AND OMISSIONS	110
- SPECIFIC EXCESS LIMITS OF COVERAGE	110
- INSURING AGREEMENT	110
- EXCESS LIMIT OF COVERAGE	111
- CONDITIONS.....	111
- EXCLUSIONS	112
- DEFINITIONS	113
SECTION VI – EMPLOYEE BENEFITS LIABILITY	114
- SPECIFIC EXCESS LIMITS OF COVERAGE	114

- INSURING AGREEMENT	114
- EXCESS LIMIT OF COVERAGE	115
- CONDITIONS.....	115
- EXCLUSIONS	116
- DEFINITIONS	116
PART C – WORKERS’ COMPENSATION COVERAGE DOCUMENT DECLARATIONS	118
PART C – SCHEDULE OF PARTICIPATING MEMBERS	119
SECTION VII – COVERAGE A WORKERS’ COMPENSATION FOR SELF INSURED.....	121
- SELF INSURED RETENTION AND EXCESS LIMIT OF COVERAGE.....	121
- HOW THE SELF INSURED RETENTION AND EXCESS LIMIT APPLY.....	121
- COVERAGE A INSURING AGREEMENT.....	122
- COVERAGE A EXCLUSIONS.....	122
- COVERAGE B INSURING AGREEMENT	123
- COVERAGE B EXCLUSIONS.....	123
- SECTION VII – COVERAGE C OTHER STATES WORKERS’ COMPENSATION	124
- SECTION VII – CONDITIONS	124
- SECTION VII – DEFINITIONS	124
- ENDORSEMENTS	
ENDORSEMENTS.....	
Endorsement No. 1 – Public Officials’ E&O Reporting Provisions.....	126
Endorsement No. 2 – Uninsured & Underinsured Motorists Rejection.....	127
Endorsement No. 3 – Public Officials’ Errors & Omissions Retroactive Dates by Member	128
Endorsement No. 4 - Employee Benefits Liability Retroactive Dates by Member.....	130
Endorsement No. 5 – Sexual Misconduct Claims Made – Retroactive Dates by Member.....	132
Endorsement No. 6 – Pub. Off. Errors & Omissions – OCCURRENCE – List of Members....	135
Endorsement No. 7 – Employee Benefits Liab– OCCURRENCE – List of Members.....	139
Endorsement No. 8 - Mold and Fungus Exclusion	142
Endorsement No. 9 – No Fault – Florida	144
Endorsement No. 10 – EXCESS Liability – Part A, \$3m Limits, List of Members & Retro.....	145
Endorsement No. 11 - EXCESS Liability – Part B, \$8m Limits & List of Members & Retro ...	148
Endorsement No. 12 - Eminent Domain/ Condemnation Proceedings/Inverse Condemnation ..	149
Endorsement No. 13 – Non Monetary Damages/Declaratory Relief/Injunctive Relief.....	150
Endorsement No. 14 – Limited Jones Act	151
Endorsement No. 15 – Communicable Disease Limited Coverage.....	152
Endorsement No. 16 – Perfluorinated Compounds Exclusion.....	153
Endorsement No. 17 – Ethics Violations Reimbursement.....	154

**PUBLIC RISK MANAGEMENT OF FLORIDA
GENERAL COVERAGE DOCUMENT**

In return for the payment of a contribution, and subject to the terms, conditions, and exclusions contained herein, Public Risk Management of Florida (hereinafter referred to as the **ASSOCIATION**) agrees to provide coverage as stated in this Coverage Document.

DECLARATIONS

1. **COVERAGES:** All Risk Property and Crime, Comprehensive General Liability, Automobile Liability, Public Officials Liability Errors & Omissions and Employee Benefits Liability as set forth in the Table of Contents.
2. **ASSOCIATION:** Public Risk Management of Florida (PRM)
3434 Hancock Bridge Pkwy, Suite 203
Fort Myers, FL 33903 USA
3. **NAMED MEMBERS:** As per Participating Members Schedule for each Section of this Coverage Document.
4. **COVERAGE PERIOD:** Effective Date: October 1, 2024
Expiration Date: October 1, 2025
Both days at 12:01am Local Standard Time
5. **MAINTENANCE DEDUCTIBLE:** Unless otherwise stated in this Coverage Document or by Endorsement:
\$1,000 per occurrence on all Property losses, including Automobile Physical Damage losses and Crime losses, excluding Named Windstorm. All other coverages at NO Maintenance Deductible.

GENERAL COVERAGE DOCUMENT CONDITIONS

The **ASSOCIATION** assumes no other obligation or liability to the **MEMBER** to pay sums or perform acts or services unless explicitly provided under this Coverage Document.

1. **ARBITRATION:** In the event the **MEMBER** and the **ASSOCIATION** are unable to agree as to the amount necessary to rebuild, repair or replace the damaged or destroyed property or the actual amount of indemnity to be paid, each party shall name a competent and disinterested arbitrator, and the two so chosen shall, before proceeding further, appoint a competent and disinterested umpire. The arbitrators together shall calculate the indemnity due, and failing to agree, shall submit their differences to the umpire.

The award in writing, duly verified by any two, shall determine the points in question. Both parties shall pay the cost of their attorney and equally pro rate the cost of the umpire. The **MEMBER's** portion of such fee does not accrue to the Deductible/SIR (whichever is applicable) and/or the Loss Fund.

The decision by the arbitrators shall be binding on the **ASSOCIATION** and the **MEMBER**, and that judgment may be entered in any court of competent jurisdiction.

2. **ASSIGNMENT:** Assignment of interest under this Coverage Document does not bind the **ASSOCIATION** until the **ASSOCIATION's** consent is endorsed hereon.
3. **BANKRUPTCY AND INSOLVENCY:** In the event of the bankruptcy or insolvency of the **MEMBER** or any entity comprising the **MEMBER**, the **ASSOCIATION** shall not be relieved of the payment of any **CLAIM** hereunder because of such bankruptcy or insolvency, but the **ASSOCIATION** shall be liable only to the same extent had there been no bankruptcy or insolvency.
4. **CANCELLATION/NON-RENEWAL:** In the event of non-payment of premium by the **MEMBER** the **ASSOCIATION** will give ten (10) days' notice of cancellation in writing to the **MEMBER** and all coverage will terminate ten (10) days after the mailing of such notice. If the **ASSOCIATION** cancels, the earned premium is calculated pro rata.

In the event of cancellation for non-payment of premium, the **MEMBER** is responsible for the full annual amount of the Loss Fund.

The **ASSOCIATION** may elect to non-renew or cancel this Coverage Document at the anniversary or expiration date, upon written notice to the **MEMBER**, provided said notice is issued at least 60 days prior to the anniversary or expiration date.

If the period of limitation relating to the giving of notice is prohibited or made void by any law, such period is amended to provide the minimum period of limitation permitted by such law.

The **MEMBER** shown on the Participating Members Schedule may cancel this Coverage Document in accordance with the **ASSOCIATION** By-Laws. If the **MEMBER** cancels, the earned premium is calculated in accordance with the short rate table and procedure, and the **MEMBER** is responsible for the full annual amount of the Loss Fund.

5. **CHANGES:** By acceptance of this Coverage Document the **MEMBER** agrees that it embodies all agreements existing between the **MEMBER** and the **ASSOCIATION** or any of its agents relating to this Coverage Document. None of the provisions, conditions or other terms of this Coverage Document shall be waived or altered except by endorsement; nor shall notice to any agent or knowledge possessed by any agent or by any other person be held in effect a waiver or change to any part of this Coverage Document.
6. **CLAIMS:** The **MEMBER** shall as soon as practical notify the **ASSOCIATION** of any **OCCURRENCE** under this Coverage Document. The **ASSOCIATION** will pay on behalf of the **NAMED MEMBER** sums which the **NAMED MEMBER** is obligated to pay due to **SUITS** or claims for loss or damage happening during the **COVERAGE PERIOD**, and which are not excluded under this Coverage Document, up to the limit as stated in the **SCHEDULE OF SPECIFIC EXCESS LIMITS OF COVERAGE**.
7. **DEFENSE:**
 1. The **ASSOCIATION** will have the right and duty to defend the **MEMBER** against any **CLAIM** or **SUIT** seeking damages for **BODILY INJURY, PROPERTY DAMAGE, PERSONAL AND ADVERTISING INJURY, WRONGFUL ACTS, EMPLOYMENT PRACTICE LIABILITY WRONGFUL ACTS** or **EMPLOYEE BENEFITS WRONGFUL ACTS** to which this Coverage Document applies.
 2. When we have no duty to defend, we will have the right to defend, or to participate in the defense of, the **MEMBER** against any other **SUIT** seeking damages to which this Coverage Document may apply. However, we will have no duty to defend the **MEMBER** against any **CLAIM** or **SUIT** seeking damages for **BODILY INJURY, PROPERTY DAMAGE, PERSONAL AND ADVERTISING INJURY, WRONGFUL ACTS, EMPLOYMENT PRACTICE LIABILITY WRONGFUL ACTS** or **EMPLOYEE BENEFITS WRONGFUL ACTS** to which this Coverage Document does not apply.
 3. At our discretion, we may investigate any **OCCURRENCE, WRONGFUL ACT, EMPLOYMENT PRACTICE LIABILITY WRONGFUL ACT** or **EMPLOYEE BENEFIT WRONGFUL ACT** that may involve this Coverage Document and settle any resultant **CLAIM** or **SUIT** for which the **ASSOCIATION** has the duty to defend. But:
 - a. The amount we will pay for damages is limited as described in **Specific Excess Limits of Insurance** for each coverage section; and
 - b. The **ASSOCIATION'S** right and duty to defend ends when we have used up the applicable Limit of Insurance in the payment of judgments, settlements or defense costs.
8. **DEFENSE COSTS**
 1. All expenses the **ASSOCIATION** incurs in the defense of any **CLAIM** or **SUIT** are included within and erode the limits of insurance, except for salaries of our employees, our office expenses, and any expenses of any claims service provider working on our behalf.
 2. The **ASSOCIATION** will pay, with respect to any **CLAIM** we investigate or settle, or any **SUIT** against a **MEMBER** we defend, when the duty to defend exists:
 - a. All expenses we incur;
 - b. Costs taxed against any **MEMBER** in the suit;
 - c. The cost to appeal bonds or bonds to release attachments. We will only pay for bond amounts to which our Limits of Insurance apply. We do not have to furnish these bonds;
 - d. Other reasonable expenses incurred by the **MEMBER** at our request to assist us in the investigation or defense of the **CLAIM** or **SUIT**.

9. **CLAIMS - THIRD PARTY ADMINISTRATOR OR SERVICE ORGANIZATION:**

The **ASSOCIATION'S** Third Party Administrator is Davies.

This condition shall survive the termination of this Coverage Document without regard to whether said termination is due to cancellation or natural expiration of this Coverage Document.

10. **CONFLICTING STATUTES:** If any terms of this Coverage Document conflict with the statutes of the State in which this Coverage Document is issued, those terms are amended to conform to such statutes.
11. **REINSURANCE AND EXCESS INSURANCE:** If any terms of this Coverage Document conflict with the terms, conditions, limits contained in the reinsurance agreement and/or excess insurance policies that support this Coverage Document, then those terms/conditions/limits may be amended to conform to such reinsurance and/or excess insurance policies terms.
12. **CURRENCY:** The premium and losses under this Coverage Document are payable in United States Currency. Payment of premium shall be made to the **ASSOCIATION**.
13. **DUE DILIGENCE:** The **MEMBER** shall use due diligence and concur in doing all things reasonably practical to avoid or diminish any loss of or damage to the property insured.
14. **INSPECTIONS, AUDITS AND VERIFICATION OF VALUES:** The **ASSOCIATION** or its duly authorized representatives may inspect the premises used by the **MEMBER** and audit the **MEMBER'S** books or records at any time during the **COVERAGE PERIOD** or within three years after its expiration or termination. There is no time limit on auditing the **MEMBER'S** books or records with respect to claims under this Coverage Document.
15. **MORTGAGE:** The interest of any mortgagor on property covered by this Coverage Document is included as if a separate endorsement were attached hereto to the extent of the amount of mortgage as of the date of loss subject to the limits of liability set forth in this Coverage Document.
16. **OTHER INSURANCE:** If the **MEMBER** has other insurance coverage against loss or damage covered under this Coverage Document, said other insurance, including but not limited to any excess and/or umbrella coverages, shall be considered **PRIMARY INSURANCE**. If the **ASSOCIATION** is liable, the coverage, limits, terms and conditions of this Coverage Document will apply only as **EXCESS COVERAGE** to said other insurance coverage.
17. **PRIORITY OF PAYMENTS:** In the event of a **CLAIM** hereunder which involves more than one interest and/or coverage and/or peril, it shall be at the sole option of the **ASSOCIATION** to apportion recovery under the Coverage Document when submitting final proof of loss, subject to the overall amount of **CLAIM** not exceeding the overall limit of liability contained herein for any one loss. It is further agreed that loss involving any interest and/or peril covered in primary or underlying excess layers, but not covered in higher excess layers, shall be recognized by such excess layers as eroding or exhausting the **OCCURRENCE** limits of the primary and/or underlying excess layer(s).

Nothing herein, however, shall be deemed to extend coverage in such layer(s) to include loss from any interest and/or peril not covered in the excess layer(s) itself.
18. **SUBROGATION, SALVAGE, AND RECOVERY:** The **ASSOCIATION** shall be subrogated to all rights which the **MEMBER** may have against any person or other entity in respect to any **CLAIM**

or payment made under this Coverage Document and the **MEMBER** shall execute all papers required by the **ASSOCIATION** and shall cooperate with the **ASSOCIATION** to secure the **ASSOCIATION'S** rights. If any reimbursement is obtained, or salvage or recovery made by the **MEMBER** or the **ASSOCIATION** on account of any loss covered by this Coverage Document, the net amount of such reimbursement salvage or recovery, after deducting the actual cost of obtaining or making the same, shall be first applied to the following order:

- (a) To reduce the **ASSOCIATION'S** loss until the **ASSOCIATION** is fully reimbursed;
- (b) To reduce the **MEMBER'S** loss because of the application of any deductible.

In the event the **ASSOCIATION** declines to be subrogated all rights which the **MEMBER** may have against any person or other entity in respect to any **CLAIM** or payment made under this Coverage Document, the **MEMBER** shall regain its rights and may pursue recovery against said parties. If any reimbursement is obtained, or salvage or recovery made by the **MEMBER** on account of any loss covered by this Coverage Document, the net amount of such reimbursement, salvage or recovery, after deducting the actual cost of obtaining or making the same, shall first be applied in the following order:

- (a) To reduce the **MEMBER'S** loss because of the application any deductible;
- (b) To reduce the **ASSOCIATION'S** loss until the **ASSOCIATION** is fully reimbursed.

- 19. **TERRITORY:** this Coverage Document applies worldwide, however, indemnity by the **ASSOCIATION** shall be made only if the original **SUIT** and any related legal actions is brought in the United States of America, its territories or possessions, or transferred to the United States of America, its territories or possessions from a foreign jurisdiction.
- 20. **WAIVER OF SUBROGATION:** This Coverage Document shall not be invalidated if the **MEMBER**, by written agreement, has waived or shall waive its right of recovery from any party for loss or damage covered hereunder; provided that any such waiver is made prior to the occurrence of said loss or damage.

GENERAL COVERAGE DOCUMENT EXCLUSIONS

THIS COVERAGE DOCUMENT DOES NOT INSURE AGAINST:

- (a) Any liability arising out of the operation of the principles of eminent domain, condemnation proceedings, or inverse condemnation proceedings by whatever name called whether such liability accrues directly against the **MEMBER** or by virtue of any agreement entered into by or on behalf of the **MEMBER**. This exclusion does not apply to claims brought under Florida Statute 70.001, the "Bert J. Harris, Jr., Private Property Rights Protection Act".
- (b) **BODILY INJURY, PERSONAL INJURY, PROPERTY DAMAGE** or loss or damage to the **PROPERTY OF THE MEMBER** due to war, either directly or indirectly occasioned by, happening through, or in consequence of war, invasion, acts of foreign enemies, any weapon of war employing atomic fission or radioactive force whether in time of peace or war, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military usurped

power, confiscation or nationalization or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

- (c) The investigation, defense, loss or damage, including loss of use, caused by the release, discharge or dispersal of **POLLUTANTS** anywhere, anytime, in any way, whether accidental or intentional, sudden or intermittent or continuous:

(1)

- (a) At or from any premises, site or location which is or was at any time owned or occupied by, rented or loaned to, any **MEMBER**
- (b) At or from any premises, site or location which is or was at any time used by or for any **NAMED MEMBER** or others for the handling, storage, disposal, processing or treatment of waste;
- (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for any **MEMBER** or any person or organization for whom any **MEMBER** may be legally responsible; or
- (d) At or from any premises, site or location on which any **MEMBER** or any contractor or subcontractor working directly or indirectly on any **MEMBER'S** behalf are performing operations:
 - (i) If the **POLLUTANTS** are brought on or to the premises, site or location in connection with such operations by such **MEMBER**, contractor or subcontractor; or
 - (ii) If the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **POLLUTANTS**.

(2) For any loss, cost or expense arising out of any:

- (a) Request, demand or other order that any **MEMBER** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **POLLUTANTS**; or
- (b) **CLAIMS** or **SUITS** by or on behalf of a governmental authority for damages because neutralizing, or in any way responding to, or assessing the effects of **POLLUTANTS**;

EXCEPT this exclusion does not apply:

- (i) As provided in **SECTION III COMPREHENSIVE GENERAL LIABILITY** for Subparagraph (1) (a) only of this exclusion, for **BODILY INJURY** or **PROPERTY DAMAGE** arising out of heat, smoke or fumes from a **HOSTILE FIRE** as defined in **SECTION III**;
- (ii) As provided in **SECTION IV AUTOMOBILE LIABILITY**.
- (iii) As provided in **SECTION III COMPREHENSIVE GENERAL LIABILITY**.

- (3) This exclusion does not apply to herbicide or pesticide spraying, if the operations meet all standards of and comply with any statute, ordinance, regulations or license requirement of any federal, state or local government.
- (4) This exclusion does not apply to the reverse flow of sewage into any building from a sewage facility, fixed conduit or sanitary sewer that you own, operate or maintain.
- (d) **BODILY INJURY, PERSONAL INJURY or PROPERTY DAMAGE**, directly or indirectly caused by the presence of asbestos in any form
- (e) Loss or damage from any **CLAIM** or **SUIT** seeking damages, including defense of same, arising directly or indirectly from any actual or alleged participation in any act of **SEXUAL MISCONDUCT** of any person by any **MEMBER**;
- (f) Any **CLAIM** based upon the **MEMBER'S** failure to comply with the Federal Employee Retirement Income Security Act of 1974 (ERISA), including subsequent amendments or any similar federal, state or local law or regulations;
- (g) Loss or damage caused by, or resulting from fraudulent or dishonest acts committed by the **MEMBER**, whether working alone or with others, except as provided in **SECTION II CRIME**;
- (h) Expenses from any cost, civil fine, penalty or expense against any **MEMBER** for any compliance or enforcement action from any Federal, State or local governmental regulatory agency except as provided in **SECTION I PROPERTY**, Extensions of Coverage, Item 8 – Building Law;
- (i) Any **CLAIM** arising out of investment activities, or the administration of self-insurance funds, except as covered in **SECTION II CRIME**.
- (j) **NUCLEAR INCIDENT**:
 - (1) Loss or damage to **PROPERTY OF THE MEMBER**, or liability from **PROPERTY DAMAGE, BODILY INJURY, or PERSONAL INJURY** accruing to the **MEMBER** directly or indirectly, from any and all forms of radioactive **CONTAMINATION**;
 - (2) Any loss or damage to **PROPERTY OF THE MEMBER**, or liability from **PROPERTY DAMAGE, BODILY INJURY, or PERSONAL INJURY** accruing to the **MEMBER** directly or indirectly, from any Pool of Insurers or Reinsurers formed for the purpose of covering atomic or Nuclear Energy risks;
 - (3) Any loss or liability accruing to the **MEMBER**, directly or indirectly, from the physical damage of **PROPERTY OF MEMBER** including Business Interruption or consequential loss arising out of such physical damage, in addition to **PROPERTY DAMAGE, BODILY INJURY, or PERSONAL INJURY**, due to:
 - (i) **NUCLEAR REACTOR** power plants including all auxiliary property on the site, or
 - (ii) Any **NUCLEAR MATERIAL**, or the dispersal or discharge of **NUCLEAR MATERIAL**, at any **NUCLEAR FACILITY** owned by, or operated by or on behalf of, any **MEMBER**;

- (iii) Any other **NUCLEAR REACTOR** installation, including laboratories handling radioactive materials in connection with reactor installations, and critical facilities as such;
- (iv) Installations for fabricating complete fuel elements or for processing substantial quantities of, **SPECIAL NUCLEAR MATERIAL** and for reprocessing, salvaging, chemically separating, storing or disposing of **SPENT NUCLEAR FUEL** or **WASTE** materials, or
- (v) Installations other than those listed above using substantial quantities of radioactive isotopes or other products of nuclear fission;
- (vi) Any **NUCLEAR MATERIAL** contained in spent fuel or **WASTE** and at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an **MEMBER**; or
- (vii) Loss which arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any **NUCLEAR FACILITY**.

The term **SPECIAL NUCLEAR MATERIAL** shall have the meaning given it in the Atomic Energy Act of 1954 or by any law amendatory thereof;

- (4) Any loss or damage or liability resulting from the **HAZARDOUS PROPERTIES** of **NUCLEAR MATERIAL** and with respect to which:
 - (i) Any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof; or
 - (ii) The **MEMBER** is, or had this Coverage Document 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;
- (5) Any loss under any Medical Payments Coverage, or under any Supplementary Payments Provision relating to expenses incurred with respect to:
 - (i) Immediate medical or surgical relief or first aid;
 - (ii) **BODILY INJURY, PERSONAL INJURY, PROPERTY DAMAGE, or PROPERTY OF THE MEMBER** resulting from the **HAZARDOUS PROPERTIES** of **NUCLEAR FACILITY** by any person or organization;

DEFINITIONS as used in this **EXCLUSION**:

- 1) **HAZARDOUS PROPERTIES** include radioactive, toxic or explosive properties;
- 2) **NUCLEAR MATERIALS** means, source material, special nuclear material, byproduct material and have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;
- 3) **SPENT NUCLEAR FUEL** means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

- 4) **WASTE** means any waste material (1) containing byproduct material from any ore processed primarily for its source material content and (2) resulting from the operation by any person or organization of any **NUCLEAR FACILITY** included within the definition of **NUCLEAR FACILITY** under paragraph (a) or (b) below;

5) **NUCLEAR FACILITY means:**

Any **NUCLEAR REACTOR**;

Any equipment or device designed or used for separating the isotopes of uranium or plutonium, or processing or utilizing spent fuel, or handling, processing or packaging **WASTE**.

Any equipment or device used for the processing, fabricating or alloying of **SPECIAL NUCLEAR MATERIAL** in the custody of the **MEMBER** at the premises where such equipment or device is located;

Any structure, basin, excavation, premises or place prepared or used for the storage of **WASTE**, and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

- 6) **NUCLEAR REACTOR means any apparatus designed or used to sustain nuclear mission in a self-supporting chain reaction or to contain a critical mass of fissionable material.**

- (k) Any liability of the **ASSOCIATION** for all costs associated with the **MEMBER'S** decision to defend any investigatory, criminal or disciplinary proceedings.

- (l) Any liability of the **ASSOCIATION**, including all loss, cost or expense arising directly or indirectly out of, or in any way related to liability assumed under any contract or agreement or breach of contract to which a **MEMBER** is a party or a third-party beneficiary, or any representations made in anticipation of such contract or agreement or any loss, cost or expense against any **MEMBER** arising directly or indirectly out of, or in any way related to interference with a contract or business relations. However, this exclusion does not apply to liability the **MEMBER** would have in the absence of the contract or agreement or to liability assumed in a contract or agreement that is an **INSURED CONTRACT** provided loss, cost or expense occurs subsequent to the start of the contract or agreement.

- (m) Any liability for any non-compensatory amounts, including but not limited to:

- (i.) Punitive or exemplary award or damages;
- (ii.) Additional **DAMAGES** resulting from the multiplication of compensatory **DAMAGES**. Nothing contained in the above exclusions shall extend this Policy to cover any liability which would not have been covered had these exclusions not been incorporated herein.

- (n) This Coverage Document does not apply to any "bodily injury", "property damage", or "personal injury and advertising injury" liability, loss, claims, damages, costs, fines, penalties, or expense of whatsoever nature directly or indirectly caused by, arising out of, resulting from, or occurring concurrently or in any sequence with, or in connection with:

- a. Any actual, alleged, or threat of infectious or communicable disease resulting from any virus, bacterium, parasite, or other microorganism (whether living or not) that induces or

is capable of inducing physical distress, illness or disease, including but not limited to diseases arising out of coronavirus (COVID-19), severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2), and any mutations arising from or relating to infectious or communicable disease;

- b. Allegations of negligence or other wrongdoing against the insured arising from or relating to any action taken or failure to take action in discovering, controlling, preventing, suppressing or in any way relating or responding to such actual, alleged, or threat of communicable or infectious disease or illness, including but not limited to actions taken or failure to prevent the spread of the disease.
- c. Allegations of negligence or other wrongdoing against the insured of any kind arising from, relating or responding to orders or directives of any government, governmental agency, civil authority, or national or global public health agency relating to any actual, alleged, or threat of infectious or communicable disease or illness resulting from any virus, bacterium, parasite or other microorganism (whether living or not) that induces or is capable of inducing physical distress, illness or disease.
- d. Allegations of negligence or other wrongdoing against the insured in connection with the supervising, hiring, employing, training, testing, or monitoring of persons that may be infected with and spread an infectious or communicable disease, or actual or alleged failure to prevent the spread of disease, or failure to report the disease to authorities.

This absolute exclusion shall apply regardless of whether any reinsured policy(ies) or contract(s) provide(s) coverage in respect of such an exposure, or is construed, ordered or regulated to provide coverage in respect of such an exposure. This exclusion cannot be written-back, waived, deleted, omitted, modified or excepted.

If the reinsurer alleges that, by reason of this exclusion, any amount is not covered by this agreement, the burden of proving the contrary shall rest on the reinsured.

This exclusion does not apply to Part C, Section VII – Coverage A. Workers’ Compensation.

GENERAL COVERAGE DOCUMENT DEFINITIONS

1. **MEMBER** means not only the **NAMED MEMBER** as stated on the Declarations Page, but also includes any past, present or future officials, members of boards or commissions, trustees, directors, officers, partners, volunteers, student teachers, or employees of the **NAMED MEMBER** while acting within the scope of their duties as such, and any person, organization, trustee or estate to whom the **NAMED MEMBER** is obligated by virtue of a written contract or agreement to provide coverage such as is offered by this Coverage Document, but only in respect of operations by or on behalf of the **NAMED MEMBER**, but only up to the maximum limit as permissible by law or Coverage Document limit, whichever is the lesser.

2. **AUTOMOBILE** means any motor vehicle intended or designed for highway use, trailer or semi-trailer, including its equipment and any other equipment permanently attached thereto, but **AUTOMOBILE** does not include **MOBILE EQUIPMENT**. However, self-propelled vehicles with the following types of permanently attached equipment are considered **AUTOMOBILE**:

Equipment designed primarily for:

- (a) Snow removal; or
 - (b) Road maintenance, but not construction or resurfacing.
3. **BODILY INJURY** means physical injury (including death) to any person, and any mental anguish or shock, sickness, disease, disability or death associated with or arising from such physical injury.
4. **CLAIM** means a written or oral notice, including a **SUIT**, demanding payment of money to compensate for loss or injury.
5. **CONTAMINATION** means any unclean or unsafe or damaging or injurious or unhealthful condition arising out of the presence of **POLLUTANTS**, whether permanent or transient in any **ENVIRONMENT**.
6. **COVERAGE PERIOD** means length of time that the Coverage Document is in force as stated in the Declarations Page as the Effective Date and Expiration Date.
7. **EMPLOYEE BENEFIT PROGRAMS** mean group life coverage, group accident or health coverage, pension plans, profit sharing plans, employee savings and investment plans, employee stock subscription plans, travel or vacation plans, workers' compensation, unemployment coverage, social security, disability benefits coverage, employee welfare benefit plans and welfare plans, and any other similar **EMPLOYEE BENEFIT PROGRAMS**.
8. **ENVIRONMENT** includes any person, any real or personal property, animals, crops and vegetation, land including land under which the building is placed, bodies of water, underground water or water table supplies, air and any other feature of the earth or its atmosphere, whether or not altered, developed or cultivated, including, but not limited to, any of the above owned, or controlled, or occupied by any **MEMBER**.
9. **EMPLOYMENT PRACTICE VIOLATION** means:
- (a) Refusal to employ;
 - (b) Termination of employment;
 - (c) Practices, policies, acts or omissions such as coercion, demotion, failure to promote, evaluation, reassignment, discipline, humiliation, libel, slander, defamation of character, harassment (including **SEXUAL HARASSMENT**), including violation of civil rights or discrimination by the **MEMBER**, which are employment related;
 - (d) Any act relating to the selection, supervision or dismissal of any **MEMBER**.
10. **INSURED CONTRACT** means:

- (a) A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an “insured contract”;
- (b) A sidetrack agreement;
- (c) Any easement or license agreement;
- (d) An obligation as required by ordinance to indemnify a municipality, except in connection with work for a municipality.

11. **LAW ENFORCEMENT ACTIVITIES** means the activities of any **MEMBER** while acting as a law enforcement official, officer, auxiliary officer, employee or volunteer of a law enforcement agency or department of the **MEMBER** or other authorized employment of a law enforcement nature. **LAW ENFORCEMENT ACTIVITIES** do not include **EMPLOYMENT PRACTICE VIOLATIONS** which are covered under **SECTION V PUBLIC OFFICIALS ERRORS AND OMISSIONS**.

12. **MEDICAL PAYMENTS** means reasonable expenses for first aid at the time of an accident, necessary medical, surgical, X-ray and dental services, ambulance, hospital, professional nursing and funeral services.

13. **MOBILE EQUIPMENT** means any of the following types of land vehicles, including any attached machinery or equipment:

- (1) Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- (2) Vehicles maintained for use solely on or next to premises the **MEMBER** owns or rents;
- (3) Vehicles that travel on crawler treads;
- (4) Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (a) Power cranes, shovels, loaders, diggers or drills; or
 - (b) Road construction or resurfacing equipment such as graders, scrapers or roller;
- (5) Vehicles with permanently attached equipment designed primarily for street cleaning;
- (6) Vehicles not described in (1), (2), (3), (4) or (5) above, that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (a) Air compressors, pumps, generators including spraying, welding, building, cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (b) Cherry pickers and similar devices used to raise or lower workers;
- (7) Vehicles not described in (1), (2), (3), (4) or (5) above, maintained primarily for purposes other than the transportation of persons or cargo.

14. **PERSONAL INJURY** means any Injury (other than **BODILY INJURY OR PROPERTY DAMAGE**) arising out of one or more of the following:
 Wrongful Entry; Wrongful Eviction; Malicious Prosecution; Humiliation, Piracy; Infringement or Misappropriation of any Intellectual Property Rights (including: Copyrights; Patents, Trademarks; Service marks; and Advertising, Broadcasting, and Publishing Ideas); Invasion of Rights of Privacy; Libel; Slander; Defamation of Character; Disparagement of Property; Erroneous Service of Civil Papers; False Arrest; False Imprisonment; and Detention.

Injury includes: Mental Anguish, Shock, Sickness, Disease, Disability or Death, which do not arise from **BODILY INJURY** or **PROPERTY DAMAGE**.

In addition, as respects **LAW ENFORCEMENT ACTIVITIES** only, **PERSONAL INJURY** also includes any Injury (other than **BODILY INJURY** or **PROPERTY DAMAGE**) arising out of Discrimination or Violation of Civil Rights.

15. **POLLUTANTS** means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals, liquids, solids, gases, thermal pollutants, waste, and all other irritants, or contaminants. Waste includes materials to be recycled, reconditioned or reclaimed.
16. **PROPERTY DAMAGE** means direct damage to or destruction or loss of property, including all resulting loss of use of property, excluding, however, damage to the **PROPERTY OF THE MEMBER**.
17. **PROPERTY OF THE MEMBER** or **MEMBER'S PROPERTY** means all Real and Personal Property which the **MEMBER** owns or holds on consignment or agrees to insure by any contractual agreement normal to its operation, including property in transit and in the course of construction, installation, repair, renovation and the like. In the course of construction, installation, repair, renovation and the like, **PROPERTY OF THE MEMBER** or **MEMBER'S PROPERTY** is further defined to mean additions, renovations, remodeling, extensions at currently insured locations as reported to the **ASSOCIATION** on the Schedule of Values on file. Excluded is all new construction of any type with the exception of construction where the **MEMBER** acts as the Owner and Builder.
18. **SEXUAL HARASSMENT** means a course of conduct that causes **PERSONAL INJURY** in the course of employment, due to conduct of a sexual nature, including sexual advances, requests for sexual favors and other such actions.
19. **SEXUAL MISCONDUCT** means a course of conduct that causes **BODILY INJURY**, or **PERSONAL INJURY** arising from that **BODILY INJURY**, from sexual abuse, sexual molestation, sexual assault, sexual exploitations, and/or physical sexual injury.
20. **SUIT** means a civil proceeding in which injuries or damages to which the Coverage Document applies are alleged. **SUIT** includes:
 - (a) An arbitration proceeding in which such damages are claimed and to which the **MEMBER** must submit or does submit to with or without the **ASSOCIATION** consent; or
 - (b) Any other alternative dispute resolution proceeding in which such damages are claims and to which the **MEMBER** submits to with or without the **ASSOCIATION'S** consent.
21. **ULTIMATE NET LOSS** means the total sum which the **MEMBER** is obligated to pay because of loss or damage covered under any Section of this Coverage Document, either through adjudication or compromise, after making proper deductions for all recoveries and salvages.

ULTIMATE NET LOSS also includes: hospital, medical and funeral charges and all sums paid as salaries; wages; compensation; fees; expenses for doctors, nurses, and legal; premium on attachment, appeal or similar bonds (but without any obligation on the part of the **ASSOCIATION** to apply for or furnish such bonds); expenses of lawyers and investigators and other persons for litigation, settlement, adjustment and investigation of claims and suits which are paid as a consequence of any occurrence covered hereunder.

The salaries, expense and administrative cost of the **MEMBER** or the **MEMBER'S** employees or the **MEMBER'S** claims administrator are not included within the meaning of **ULTIMATE NET LOSS** and are to be paid by the **MEMBER**.

The **ASSOCIATION** is liable only for the **ULTIMATE NET LOSS** in excess of any applicable Deductible or Self-Insured Retention, and not more than the **EXCESS LIMIT OF COVERAGE** as stated in each item in the **SCHEDULE OF SPECIFIC LIMIT OF COVERAGE**. The **ASSOCIATION'S** duty to pay ends when the applicable **EXCESS LIMIT OF COVERAGE** is exhausted by the payment of judgments or settlements.

22. **WRONGFUL ACT** means any actual or alleged error or misstatement, omission, act or neglect or breach of duty due to misfeasance, malfeasance, and non-feasance, including **EMPLOYMENT PRACTICE VIOLATION**, mental anguish arising out of **EMPLOYMENT PRACTICE VIOLATION**, discrimination and violations of civil rights by the **MEMBER**. All claims based on or arising out of the same **WRONGFUL ACT** or a series of related **WRONGFUL ACTS** by one or more **MEMBERS** is considered a claim first made when the first of such claims is made. However, only one **ASSOCIATION EXCESS LIMIT OF COVERAGE** is applicable.

**PUBLIC RISK MANAGEMENT OF FLORIDA
PART A - PROPERTY AND CRIME COVERAGE DOCUMENT**

In return for the payment of a contribution, and subject to the terms, conditions, and exclusions contained herein, Public Risk Management of Florida (hereinafter referred to as the **ASSOCIATION**) agree with you to provide coverage as stated in this Coverage Document.

DECLARATIONS

1. **COVERAGES:** All Risk Property and Crime, as set forth in the Table of Contents.

2. **ASSOCIATION:** Public Risk Management of Florida (PRM)
 3434 Hancock Bridge Pkwy, Suite 203
 Fort Myers, FL 33903 USA

3. **NAMED MEMBERS:** As per Participating Members Schedule

4. **COVERAGE PERIOD:** Effective Date: October 1, 2024
 Expiration Date: October 1, 2025
 Both days at 12:01am Local Standard Time

5. **MAINTENANCE DEDUCTIBLE:** Unless otherwise stated in this Coverage Document or by Endorsement; \$1,000 per occurrence, including Automobile Physical Damage losses and Crime losses all perils except as noted below.

 \$1,000 per building minimum per occurrence for Flood except excess over maximum NFIP limit available for Building and Contents in property located in Flood Zones A & V, whether purchased or not.

 Maintenance Deductible will be waived if Property Loss (other than Automobile Physical Damage and Flood) exceeds \$250,000. Maintenance Deductible will be waived if an Automobile Physical Damage or Flood Loss exceeds \$100,000. The Crime Maintenance Deductible of \$1,000 will be waived if the loss exceeds \$25,000.

6. **OTHER DEDUCTIBLES:** 5% per affected unit per Occurrence in respect of Named Windstorm and Flood for All **MEMBERS**

\$1,000 per building minimum per occurrence for Flood except excess over NFIP of \$500,000 Building and \$500,000 Contents in property located in Flood Zones A & V, whether purchased or not.

6. OTHER DEDUCTIBLES
(CONT'D):

\$1,000 per occurrence for Specially Trained Animals

24 hour Waiting Period for Service Interruption for All Perils and Coverages per occurrence

2.5% of Annual Tax Value per Location for Tax Interruption per occurrence.

PART A – SECTION I – PROPERTY - PARTICIPATING MEMBERS SCHEDULE

Effective Date: October 1, 2024. Expiration Date: October 1, 2025. Both days at 12:01am Local Standard Time.

PUBLIC RISK MANAGEMENT OF FLORIDA (hereinafter referred to as the **ASSOCIATION**) and Participating Members (hereinafter referred to as the **MEMBER**) as follows:

ADMINISTRATIVE OFFICE OF THE COURTS TWENTIETH JUDICIAL CIRCUIT OF FLORIDA
BARRON WATER CONTROL DISTRICT
BARTOW MUNICIPAL AIRPORT DEVELOPMENT AUTHORITY
TOWN OF BELLEAIR
CITY OF BELLE ISLE
CITY OF BELLE GLADE
CITY OF BROOKSVILLE
CITY OF CLEWISTON
CITY OF CRYSTAL RIVER
CITY OF DELAND
ENGLEWOOD WATER DISTRICT
CITY OF EUSTIS
CITY OF FLORIDA CITY
FLORIDA STATE FAIR AUTHORITY
CITY OF FORT MEADE
CITY OF FRUITLAND PARK
GLADES COUNTY AND CONSTITUTIONAL OFFICERS
CITY OF GROVELAND
CITY OF GULF BREEZE
CITY OF GULFPORT
HARDEE COUNTY AND CONSTITUTIONAL OFFICERS
HENDRY COUNTY AND CONSTITUTIONAL OFFICERS
HOLMES COUNTY AND CONSTITUTIONAL OFFICERS
CITY OF INDIAN ROCKS BEACH
TOWN OF INGLIS
CITY OF INVERNESS
VILLAGE OF ISLAMORADA
TOWN OF KENNETH CITY
CITY OF KEY COLONY BEACH
CITY OF KEY WEST
CITY OF LABELLE
TOWN OF LADY LAKE
CITY OF LAKE MARY
TOWN OF LAKE PLACID
TOWN OF LANTANA
LEE COUNTY PORT AUTHORITY
LEVY COUNTY AND CONSTITUTIONAL OFFICERS
TOWN OF LONGBOAT KEY
CITY OF LONGWOOD
CITY OF LYNN HAVEN
CITY OF MAITLAND
TOWN OF MIAMI LAKES
CITY OF MOORE HAVEN
CITY OF NAPLES AIRPORT AUTHORITY
CITY OF NEWBERRY
CITY OF NEW PORT RICHEY

VILLAGE OF NORTH PALM BEACH
NORTHWEST FLORIDA BEACHES INTERNATIONAL AIRPORT
CITY OF OKEECHOBEE
OKEECHOBEE COUNTY AND CONSTITUTIONAL OFFICERS
OKEECHOBEE SOIL & WATER CONSERVATION DISTRICT
CITY OF ORANGE CITY
CITY OF OVIEDO
CITY OF PLANT CITY
VILLAGE OF PINECREST
CITY OF PORT RICHEY
PUBLIC RISK MANAGEMENT OF FLORIDA
CITY OF SAFETY HARBOR
CITY OF SEBRING
SEMINOLE COUNTY PORT AUTHORITY
CITY OF SOUTH MIAMI
CITY OF SOUTH PASADENA
CITY OF ST. PETE BEACH
SUN 'N LAKE OF SEBRING IMPROVEMENT DISTRICT
CITY OF TAVARES
CITY OF TREASURE ISLAND
CITY OF UMATILLA
CITY OF WAUCHULA
CITY OF ZEPHYRHILLS

SECTION I PROPERTY

SECTION I SCHEDULE OF SPECIFIC EXCESS LIMITS OF COVERAGE

EXCESS LIMIT OF COVERAGE for each OCCURRENCE:

All coverages under Section I combined: **\$250,000,000**

Subject to the following sub limits/aggregates:

- A. \$ 100,000,000** **Named Windstorm Storm** – Named Storm means a storm or weather disturbance which has sustained wind speed in excess of 39 mph and is associated with or occurs in conjunction with a storm or weather disturbance which is identified by name by the National Weather Service (which is a component of the National Oceanic and Atmospheric Administration’s (NOAA)). For purposes of this definition, Named Storm shall include direct physical loss, damage or destruction caused by:
- (1) direct action of wind including ensuing Storm Surge;
 - (2) any material, object or debris that is carried, propelled or in any manner moved by such windstorm;
 - (3) any tornado(es) that is the result of actions or effects of such windstorm;
 - (4) hail that is the result of actions or effects of such windstorm;
 - (5) lightning that is the result of actions or effects of such windstorm;
 - (6) rain or water (not constituting a Flood), whether the rain or water is driven by wind or not, that enters a building or structure insured under this Coverage Document through an opening(s) created by the direct action of such windstorm.
- B. \$ 50,000,000** Per Occurrence and in the Annual Aggregate as respects the peril of **Flood**, Including Flood Zones A & V.
- C. \$ 50,000,000** Per Occurrence and in the Annual Aggregate as respects the peril of **Earthquake Movement**.
- D. \$ 100,000,000** **Combined Business Interruption, Rental Income, and Tax Interruption, Tuition Income** (and related fees) – excluding all Undeclared Business Interruption.
- E. \$ 50,000,000** **Extra Expense**
- F. \$ 25,000,000** **Miscellaneous Unnamed Locations** -this extension will extend to include Flood coverage. If Flood coverage is purchased for all locations, this extension will extend to include Flood Coverage for any location not situated in Flood Zones A or V. For locations situated in Flood Zones A or V, a sublimit of USD \$10,000,000 applies. No additional premium for any locations covered below this sub-limit.

G. \$ 25,000,000	Automatic Acquisition excluding licensed vehicles for which a sublimit of \$10,000,000 applies per Coverage Document Automatic Acquisition Clause. If Flood Coverage is purchased for all locations, this extension will extend to include Flood Coverage for any location not situated in Flood Zones A or V. For locations situated in Flood Zones A or V, a sublimit of \$10,000,000 applies. No additional premium for any locations covered below this limit.
H. \$ 1,000,000	Unscheduled Landscaping, Tees, Sand Traps, Greens and Athletic Fields if specific values for such items have not been reported as part of the schedule of values held on file with ASSOCIATION and/or World Risk Management Further sub-limited to 25 gallons per item, but not to exceed \$25,000 per item.
I. \$ 5,000,000	Scheduled Landscaping, Tees, Sand Traps, Greens and Athletic Fields if specific values for such items have been reported as part of the schedule of values held on file with ASSOCIATION and/or World Risk Management. Further sub-limited to 25 gallons per item, but not to exceed \$25,000 per item.
J. \$ 25,000,000	Errors & Omissions.
K. \$ 50,000,000	Property in Course of Construction and Additions (new and existing) Projects with completed Values not exceeding \$50,000,000. Excludes Frame Builders Risk
L. \$ 2,500,000	Money and Securities as respects the peril(s) of Fire. Wind, Hail, Explosion. Smoke, Lightning, Riot, Civil Commotion, Impact by Aircraft or Objects falling there from, Impact by Vehicles. Water Damage and Theft (other than by an employee(s)).
M. \$ 2,500,000	Unscheduled Fine Arts.
N. \$ 250,000	Per Occurrence as respects Accidental Contamination , Including Owned Land, Land Values and Water owned by the Insured and subject to \$500,000 in the Aggregate.
O. \$ 500,000	Unscheduled Tunnels, Bridges, Dams. Catwalks (except those not for public use), Roadways. Highways, Streets, Sidewalks, Culverts, Street Lights and Traffic Signals , unless specific values for such items have been reported as part of the schedule of values held on file with ASSOCIATION and/or World Risk Management (excluding coverage for the peril of Earthquake Movement and excluding Federal Emergency Management Agency (F.E.M.A.) and/or any State Office of Emergency Services (O.E.S.) declared disasters).
P. \$ 25,000,000	Increased Cost of Construction due to the enforcement of building codes /ordinance or law.
Q. \$ 5,000,000	Transit.

R. \$ 2,500,000	Unscheduled animals , subject to maximum of \$50,000 Per Animal, Per Occurrence.
S.\$ 2,500,000	Unscheduled Watercraft ; up to 27 feet.
T. Included	Scheduled Watercraft ; over 27 feet
U. \$ 25,000,000	Off Premises Services Interruption Including Extra Expense resulting from a covered peril at non-owned / operated location(s).
V. \$ 5,000,000	Separately as respects Contingent Business Interruption. Contingent Rental Value, Contingent Extra Expense and Contingent Tuition Income.
W. \$ 5,000,000	Per Occurrence and in the Aggregate as respects the peril of Earthquake Movement for Vehicles. Vehicles, Contractors Equipment and Fine Arts combined , for all Insured's that do not purchase optional dedicated Earthquake Movement coverage, and/or where specific values for such Items are not covered For optional dedicated Earthquake Movement coverage as part of the schedule of values held on file with ASSOCIATION and/or World Risk Management.
X. \$ 5,000,000	Per Occurrence and to the Aggregate as respects the peril of Flood for Vehicles, Vehicles, Contractors Equipment and Fine Arts combined , for all insured's that do not purchase optional dedicated Flood coverage, and/or where specific values for such items are not covered for optional dedicated Flood coverage as part of the schedule of values held on file with ASSOCIATION and/or World Risk Management.
Y. \$ 1,000,000	Claim Preparation Expenses.
Z. \$ 50,000,000	Expediting Expenses.
AA. \$ 500,000	Separately as respects Furs, Jewelry, Precious Metals and Precious Stones.
AB. \$ 1,000,000	Personal Property outside the U.S.A.
AC. \$ 50,000	Employees Tools Per Member
AD. 180 Days	Extended Period of Indemnity
AE. \$ 10,000,000	Automobile Physical Damage (over the road coverage)
AF. Included	Automobile Physical Damage (on and off premises)
AG. Included	Asbestos

SUB-SECTION I

GENERAL PROVISIONS

A. INSURING AGREEMENT

In consideration of the premium paid by the **MEMBER** to the **ASSOCIATION**, the **ASSOCIATION** agrees to insure the following per the terms and conditions herein.

B. NAME OF INSURED

AS PER DECLARATION PAGE and its member(s), entity(ies), agency(ies), organization(s), enterprise(s) and/or individual(s) for whom the Named Insured is required to provide coverage, as so named in the "Named Insured – Member Schedule" attached to this Coverage Document and/or on file with World Risk Management, as their interests may appear which now exist or which hereafter may be created or acquired and which are owned, financially controlled or actively managed by the herein named interest, all jointly, severally or in any combination of their interests, for account of whom it may concern.

Lessors and other party(ies) of interest in all property of every description covered hereunder are included herein as **MEMBER's** for their respective rights and interests, it being understood that the inclusion hereunder of more than one covered party shall not serve to increase the **ASSOCIATION's** limit of liability.

Mortgagees to whom certificates of coverage have been issued are covered hereunder as **MEMBER's** in accordance with the terms and conditions required by the mortgagee.

C. MAILING ADDRESS OF INSURED

AS PER DECLARATION PAGE

D. POLICY PERIOD

AS PER DECLARATION PAGE

E. LIMITS OF LIABILITY

Subject to specific exclusions, modifications, and conditions hereinafter provided, the liability of the **ASSOCIATION** in any one occurrence regardless of whether one or more of the coverages of this Coverage Document are involved shall not exceed: AS PER DECLARATION PAGE.

F. DEDUCTIBLE PROVISIONS

If two or more deductible amounts provided in the Declaration Page apply for a single occurrence the total to be deducted shall not exceed the largest per occurrence deductible amount applicable.

Deductibles are shown on the Declaration Page, or by endorsement and may vary by member of a joint powers authority (JPA) or risk sharing pool (Pool), or the coverage part pertaining to the loss.

Unless a more specific deductible is applicable for a particular loss, the "Basic Deductible" shown in the Declaration Page, shall apply per occurrence. The **ASSOCIATION** will not pay for loss or damage in any one occurrence until the amount of the loss or damage exceeds the applicable deductible.

G. PERCENTAGE DEDUCTIBLES:

In the application of any specified Earth Movement, Flood Zone A and V , or Named Storm percentage deductibles, in accordance with the provisions of this Coverage Document, the percentage deductible will apply to the total insured value of each affected unit. The total insured value of each unit shall include the value of:

1. Each affected Buildings or Structures; and/or
2. The Contents within each affected Buildings or Structures, including Data Processing Equipment and Media; and/or
3. The applicable Time Element Coverage associated with each affected Buildings or Structures; and/or
4. Any Property in the Open associated with each affected Buildings or Structures.

The **ASSOCIATION** shall not be liable for loss to any affected unit covered hereunder unless such loss exceeds the percentages stated in this Coverage Document of the total insured value of such affected unit at the time when such loss shall happen, and then only for its proportion of such excess.

H. DEFINITION OF A MEMBER:

The term “member” as used in this policy, shall mean any member(s), entity(ies), agency(ies), organization(s), enterprise(s) and/or individual(s) so named on the “Named Insured – Member Schedule” attached to this policy and/or on file with the **ASSOCIATION** and/or **WORLD RISK MANAGEMENT**.

I. STATUTES:

If any of the articles of this Coverage Document conflict with the laws or statutes of any jurisdictions in which this Coverage Document applies this Coverage Document is amended to conform to such laws or statutes.

J. EXCESS INSURANCE/REINSURANCE:

If any terms, limits, coverage and/or conditions of this Coverage Document are affected throughout the coverage period, this Coverage Document may be endorsed to reflect these changes.

K. PRIORITY OF PAYMENTS

In the event of loss caused by or resulting from more than one peril or coverage, the limit of liability of the primary/underlying coverage shall apply first to the peril(s) or coverage(s) not insured by the excess layers and the remainder, if any, to the peril(s) or coverage(s) insured hereunder. Upon exhaustion of the limit of liability of the primary/underlying coverage, the excess layers shall then be liable for loss uncollected from the peril(s) or coverage(s) insured hereunder, subject to the limit of liability and the other terms and conditions as specified.

L. MAXIMUM AMOUNT PAYABLE:

In the event of covered loss hereunder, liability of this Coverage Document shall be limited to the least of the following:

1. The actual adjusted amount of loss, less applicable deductible(s);
2. The limit of liability or applicable sublimit of liability shown in this Coverage Document or endorsed onto this Coverage Document

SUB-SECTION II

PHYSICAL DAMAGE TO PROPERTY

A. COVERAGE

Subject to the terms, conditions and exclusions hereinafter contained, this Coverage Document insures the interest of the Insured in all property of every description both real and personal (including improvements, betterments and remodeling), of the **MEMBER** or property of others in the care, custody or control of the **MEMBER**, for which the **MEMBER** is liable or under obligation to insure.

B. EXTENSIONS OF COVERAGE

All coverage extensions are subject to the terms, conditions and exclusions of the Coverage Document except insofar as they are explicitly providing additional coverage.

1. PERSONAL EFFECTS

This Coverage Document is extended to cover only such personal effects and wearing apparel of any of the officials, employees, students and personal effects of the **MEMBER** named in this Coverage Document for which the **MEMBER** may elect to assume liability while located in accordance with the coverage hereof but loss, if any, on such property shall be adjusted with and payable to the **MEMBER**.

2. PROPERTY IN COURSE OF CONSTRUCTION AND ADDITIONS

It is understood and agreed that as respects course of construction projects and additions, this Coverage Document will provide automatic coverage subject to the following conditions:

- a. Project involves only real property on new or existing locations (excluding dams, roads, and bridges)
- b. Value of the Project at the location does not exceed USD as per **PART 1A SCHEDULE OF SPECIFIC EXCESS LIMITS OF COVERAGE**. Projects that exceed this amount are subject to approval prior to binding. However, inadvertent failure to report shall not void coverage of said Project.

Additional Expense Soft Cost: This coverage applies to new buildings or structures in the course of construction up to the time that the new building(s) or structure(s) is initially occupied or put to its intended use whichever occurs first.

The **ASSOCIATION** will cover the additional expense soft costs of the **MEMBER**

defined below for up to 25% of the estimated completed value of the project which results from a delay in the completion of the project beyond the date it would have been completed had no loss or damage occurred. The delay must be due to direct physical loss or damage to property insured and be caused by or result from a peril not excluded by this Coverage Document. The **ASSOCIATION** will pay covered expenses when they are incurred.

- i. Additional Interest Coverage - The **ASSOCIATION** will pay the additional interest on money the **MEMBER** borrows to finance construction or repair.
- ii. Rent or Rental Value Coverage - The **ASSOCIATION** will pay the actual loss of net rental income that results from delay beyond the projected completion date. But the **ASSOCIATION** will not pay more than the reduction in rental income less charges and expenses that do not necessarily continue.
- iii. Additional Real Estate Taxes or Other Assessments - The **ASSOCIATION** will pay the additional real estate taxes or other assessments the **MEMBER** incurs for the period of time that construction is extended beyond the completion date.
- iv. Additional Advertising and Promotional Expenses - The **ASSOCIATION** will pay the additional advertising and promotional expense that becomes necessary as result of a delay in the completion of the project.
- v. Additional Commissions Expense - The **ASSOCIATION** will pay the additional expenses, which result from the renegotiating of leases following an interruption in the project.
- vi. Additional Architectural and Engineering Fees - The **ASSOCIATION** will pay the additional architectural and engineering fees that become necessary as a result of a delay in the completion of the project.
- vii. Additional License and Permit Fees - The **ASSOCIATION** will pay the additional license and permit fees that become necessary as a delay in the completion of the project.
- viii. Legal and Accounting Fees - The **ASSOCIATION** will pay the additional legal and accounting fees the **MEMBER** incurs as a result of a delay in the completion of the project.

3. FIRE FIGHTING EXPENSES

It is understood and agreed that the **ASSOCIATION** shall be liable for the actual charges of firefighting expenses including but not limited to those charged by municipal or private

fire departments responding to and fighting fire in/on, and/or protecting property included in coverage provided by this Coverage Document.

4. OFF PREMISES SERVICES INTERRUPTION

It is understood and agreed that coverage under this Coverage Document is extended to include physical damage, business interruption loss and/or extra expense incurred and/or sustained by the Insured as a result of direct physical damage to or destruction of property, by the perils insured against occurring during the Coverage Document period of any suppliers furnishing heat, light, power, gas, water, telephone or similar services to a **MEMBER'S** premises. The coverage provided by this clause is sub-limited to USD as per PART I A. SCHEDULE OF SPECIFIC EXCESS LIMITS OF COVERAGE, and **SECTION I PROPERTY** (General Provisions) of this Coverage Document.

5. ARCHITECTS, ENGINEERS FEES, PROFESSIONAL FEES AND LOSS ADJUSTMENT EXPENSES

This Coverage Document also insures as a direct result of physical loss or damage insured hereunder, any of the following:

- i. Architects and engineers fees
- ii. Loss adjustment expenses including, but not limited to, auditors, consultants and accountants. However, the expenses of public adjusters are specifically excluded.

There shall be no coverage under this Coverage Document for expenses incurred by the **MEMBER** in utilizing the services of Public Adjusters.

The coverage provided by this clause is sublimited by the amount shown in the Claims Preparation Expense in the Declarations page.

6. EXPEDITING EXPENSES

In the event of direct physical loss or damage insured hereunder, it is understood and agreed that coverage under this Coverage Document includes the reasonable extra cost of temporary repair and of expediting the repair of such damaged property of the **MEMBER**, including overtime and the extra costs of express or other rapid means of transportation. This coverage provided by this clause is sub-limited to USD as per PART I A. SCHEDULE OF SPECIFIC EXCESS LIMITS OF COVERAGE.

7. DEBRIS REMOVAL

This Coverage Document also covers expenses incurred in the removal of debris of the property covered hereunder from the premises of the **MEMBER** that may be destroyed or damaged by a covered peril(s). This debris removal coverage does not apply to the cost to extract pollutants from land or water, or to remove, restore or replace polluted land or water.

8. BUILDING LAWS

This Coverage Documents is extended to include physical damage, business interruption loss, and/or extra expense incurred and/or sustained by the **MEMBER** as a result of direct physical damage to or destruction of property, by the perils insured against occurring during the Document period and occasioned by the enforcement of any local or state ordinance or law regulating the construction, repair or demolition of buildings or structures, which is in force at the time such a loss occurs, which necessitates the demolition of any portion of the covered building not damaged by the covered peril(s).

The **ASSOCIATION** shall also be liable for loss due to the additional period of time required for repair or reconstruction in conformity with the minimum standards of such ordinance or law of the building(s) described in this Coverage Document damaged by a covered peril.

The **ASSOCIATION** shall not be liable under this clause for more than the limit of liability as shown in **PART 1A SCHEDULE OF SPECIFIC EXCESS LIMITS OF COVERAGE**.

9. DEMOLITION COST

In the event of direct physical damage to property insured by a covered peril, this Coverage Document is extended to cover the cost of demolishing any undamaged portion of the covered property including the cost of clearing the site thereof caused by loss from any covered peril(s) under this Coverage Document and resulting from enforcement of any local or state ordinance or law regulating the construction, repair or demolition of buildings or structures and in force at the time of loss which necessitates such demolition.

10. INCREASED COST OF CONSTRUCTION

In the event of physical damage to property insured by a covered peril this Coverage Document is extended to cover the increased cost of repair or replacement occasioned by the enforcement of any local or state ordinance or law including written guidelines used by the department of corrections in any state regulating the construction, repair or demolition of buildings or structures, which is in force at the time such loss occurs, which necessitates in repairing or replacing the building covered hereunder which has suffered damage or destruction by the covered peril(s) or which has undergone demolition, limited, however, to the minimum requirements of such ordinance or law.

The maximum amount of additional loss insured by this Coverage Document is not to exceed 20% of the amount of the physical damage loss or \$25,000,000 whichever is lesser from which this additional loss results.

11. ERRORS & OMISSIONS

No unintentional errors or unintentional omissions in description, location of property or valuation of property will prejudice the **MEMBER'S** right of recovery but will be reported to the **ASSOCIATION** as soon as practicable when discovered. The coverage provided by this clause is sub-limited to USD as per **PART I A. SCHEDULE OF SPECIFIC**

EXCESS LIMITS OF COVERAGE, and **Section I** (General Provisions) Clause E of this form.

12. ANIMALS

This Coverage Document is extended to cover retraining expenses associated with the loss of specially trained animals. Re-training expenses are included within the sublimit provided, unless otherwise scheduled.

13. VALUABLE PAPERS

This Coverage Document is extended to cover Valuable Papers or the cost to reconstruct valuable papers (including but not limited to research, redrawing or duplicating) physically lost or damaged by a peril insured against during the term of this Coverage Document.

14. TRANSIT

This Coverage Document is extended to cover Personal Property of the **MEMBER** or property held by the **MEMBER** in trust or on commission or on consignment for which the **MEMBER** may be held legally liable while in due course of transit, worldwide, against all risks of Direct Physical Loss or Damage not excluded by this Coverage Document to the property insured occurring during the period of this Coverage Document.

The coverage provided by this clause is sub-limited to USD as per **PART I A. SCHEDULE OF SPECIFIC EXCESS LIMITS OF COVERAGE**, and **SECTION 1** (General Provisions) **Clause E** of this form.

15. VEHICLES

This Coverage Document is extended to cover Vehicles while on and off premises of the **MEMBER** against direct physical loss or damage by a peril insured against during the term of this Coverage Document.

Over-the-road coverage provided by this clause is sublimited per the Declarations Page of this Coverage Document.

16. ASBESTOS CLEAN UP AND REMOVAL

This policy only insures asbestos physically incorporated in an insured building or structure, and then only that part of the asbestos which has been physically damaged during the prior of insurance by one of these Listed Perils:

Fire, explosion, lightning, windstorm, hail, direct impact of vehicle, aircraft or vessel; riot or civil commotion, vandalism or malicious mischief, or accidental discharge of fire protective equipment.

This coverage is subject to each of the following specific limitations:

1. The said building or structure must be insured under this Policy for damage by that Listed Peril.

2. The Listed Peril must be immediate, sole cause of the damage of the asbestos.
3. The Insured must report to Underwriters the existence and cost of the damage as soon as practicable after the Listed Peril first damaged the asbestos. However, this Policy does not insure any such damage first reported to the Underwriters more than 12 months after the expiration, or termination, of the period of insurance.
4. Insurance under this Policy in respect of asbestos shall not include any sum relating to:
 - a. Any faults in the design, manufacture or installation or the asbestos;
 - b. Asbestos not physically damaged by the Listed Peril including any governmental or regulatory authority direction or request of whatsoever nature relating to undamaged asbestos.

The **MEMBER** must report to the **ASSOCIATION** the existence of the damage as soon as practicable after the loss. However, this Coverage Document does not insure any such damage first reported to the Underwriters more than thirty six (36) months after the expiration, or termination, of this Coverage Document.

17. **PROTECTION AND PRESERVATION OF PROPERTY**

In the event of direct physical loss covered by this Coverage Document, the **MEMBER** shall endeavor to protect covered property from further damage and shall separate the damaged and undamaged personal property and store in the best possible order, and shall furnish a complete inventory of the destroyed, damaged and undamaged property to the Insurer.

In case of actual or imminent physical loss or damage of the type insured against by this Coverage Document, the expenses incurred by the **MEMBER** in taking reasonable and necessary actions for the temporary protection and preservation of property insured hereunder shall be added to the total physical loss or damage otherwise recoverable under the Coverage Document and be subject to the applicable deductible and without increase in the limit provisions contained in this Coverage Document.

Due to the unique nature of Health Care Facilities and Jails where it is deemed necessary to evacuate patients or inmates from the premises in order to reduce the physical loss potential from an actual or imminent physical loss or damage by a peril not excluded herein, all terms and conditions of this clause will apply to the expenses incurred as a result of the evacuation.

18. **LEASEHOLD INTEREST**

In the event of direct physical loss or damage of the type insured against by this Coverage Document to real property of the type insured by this Coverage Document, which is leased by the **MEMBER**, this Coverage Document is extended to cover:

- (1) If as a result of such loss or damage the property becomes wholly un-tenantable or unusable and the lease agreement requires continuation of the rent, the **ASSOCIATION** shall indemnify the **MEMBER** for the actual rent payable for

- the unexpired term of the lease; or
- (2) If as a result of such loss or damage the property becomes partially untenable or unusable and the lease agreement requires continuation of the rent, the **ASSOCIATION** shall indemnify the **MEMBER** for the proportion of the rent applicable thereto; or
 - (3) If as a result of such loss or damage the lease is cancelled by the lessor pursuant to the lease agreement or by operation of law, the **ASSOCIATION** shall indemnify the **MEMBER** for its Lease Interest for the first three months following such loss or damage and for its Net Lease Interest for the remaining unexpired term of the lease;

provided, however, that the **ASSOCIATION** shall not be liable for any increase in the amount recoverable hereunder resulting from the suspension, lapse or cancellation of any license, or from the **MEMBER** exercising an option to cancel the lease; or from any act or omission of the **MEMBER** which constitutes a default under the lease; and provided further that the **MEMBER** shall use any suitable property or service owned or controlled by the **MEMBER** or obtainable from another source to reduce the loss hereunder.

The following definitions shall apply to this coverage:

- (1) Lease Interest means the excess rent paid for the same or similar replacement property over actual rent payable plus cash bonuses or advance rent paid (including any maintenance or operating charges) for each month during the unexpired term of the Insured's lease.
- (2) Net Lease Interest means that sum which placed at 8% interest compounded annually would equal the Lease Interest (less any amounts otherwise payable hereunder).

19. AUTOMATIC ACQUISITION AND REPORTING CONDITIONS

The following automatic acquisition provisions apply only to those **MEMBER's** that are provided coverage at the inception of the Coverage Document term, unless otherwise endorsed.

This Coverage Document is automatically extended to insure additional property and/or interests as described in this Coverage Document, which may be acquired or otherwise become at the risk of the **MEMBER**, or a member entity of an **MEMBER** during the Coverage Document Term, within the United States of America, subject to the values of such additional property and/or interests not exceeding USD\$25,000,000 any one acquisition excluding licensed vehicles, for which a limit of USD\$10,000,000 applies. This coverage extension does not apply to the peril of earth movement in the States of California, or Alaska. If Flood coverage is purchased for all scheduled locations, this extension will extend to include Flood coverage for any location not situated in Flood Zones A or V and for locations in Flood Zones A or V up to a maximum value of USD\$10,000,000 any one acquisition. In the event that coverage for earth movement in the States of California, or Alaska is required, it is to be agreed by the **ASSOCIATION** prior to attachment hereunder.

In the event of coverage being required for additional property and/or interest where the value exceeds USD\$25,000,000 any one acquisition details of said property and/or interest are to be provided to the **ASSOCIATION** for its agreement no later than ninety (90) days from the date of the said additional property and/or interest have become at the risk of the **MEMBER**, this Coverage Document providing coverage automatically for such period of time up to a maximum limit of USD\$25,000,000. The **ASSOCIATION** retains the right to determine the acceptability of all such property(ies). Additional premium will be calculated from the date of acquisition.

In the event that the **MEMBER** fails to comply with the above reporting provision, then coverage hereunder is sub-limited to USD\$25,000,000 any one occurrence.

20. MISCELLANEOUS UNNAMED LOCATIONS

Coverage is extended to include property of the type insured at any other location (including buildings or structures, owned, occupied or which the **MEMBER** is obligated to maintain insurance) located within the territorial limitations set by this declaration. Coverage provided by this clause is limited to any sublimit noted on the Declaration Page attached to this form, and by terms and conditions of this Coverage Document form. This coverage extension does not apply to the peril of earth movement in the states of California, or Alaska. If Flood coverage is purchased for all scheduled locations, this extension will extend to include Flood coverage for any location not situated in Flood Zones A or V. For locations situated in Flood Zones A & V, a sublimit of USD\$10,000,000 will apply.

21. ACCIDENTAL CONTAMINATION

This Coverage Document covers Accidental Contamination by a peril insured against to covered property attached thereto, this Coverage Document is hereby extended to cover Business Interruption and Property Damage loss from accidental contamination by a peril insured against to, as covered by this Coverage Document, including expenses necessarily incurred to clean up, remove and dispose of contaminated substances so as to restore the Covered Property as covered by this Coverage Document to the same condition as existed prior to loss, all as a result of accidental contamination, discharge or dispersal in an amount not exceeding the sublimit of liability of USD as per Declaration Page for each occurrence per program declaration.

For the purposes of this coverage the term "Covered Property" as covered by this Coverage Document, is held to include Land on which Covered Property is located, as part of the below stated sublimit, whether or not the same are excluded by this Coverage Document. It being specifically understood and agreed that this extension shall not afford coverage to land (including land on which Covered Property is located), and land Values for loss in excess of USD as per Declaration Page per member and USD as per Declaration Page in the aggregate sublimit liability.

It is further understood and agreed that this coverage clause shall not override anything contained in Asbestos Clean Up and Removal in this Coverage Document.

The sublimit of liability stated above forms part of the limit(s) of liability provided by this Coverage Document and does not increase it (them).

C. PROPERTY NOT COVERED

Except as for that which may be provided as an Extension of Coverage, this Coverage Document does not cover:

1. Aircraft, watercraft over 27 feet in length (except scheduled watercraft over 27 feet is covered) and (other than watercraft held for sale by the **MEMBER**), and rolling stock, except scheduled watercraft, and rolling stock, light rail vehicles, subway trains and related track maintenance vehicles for light rail and subway lines.
2. Standing timber, water, growing crops (except including landscaping and trees, shrubs, plants).
3. Land, (including land on which covered property is located), and land values (except athletic fields, landscaping, sand traps, tees and greens).
4. Property in due course of ocean marine transit.
5. Shipment by mail after delivery into the custody of the United States Post Office.
6. Power transmission lines, feeder lines and underground pipes more than 1,000 feet from the premises of the **MEMBER**.
7. Offshore property, oilrigs, underground mines, caverns and their contents. Railroad track is excluded unless values have been reported by the **MEMBER**.

D. LOSS PAYMENT BASIS / VALUATION

In case of loss to property of a **MEMBER** covered hereunder, the basis of adjustment shall be as of the time and place of loss as follows:

1. On all real and personal property, including property of others in the care or control of the **MEMBER** at the replacement cost (as defined below) at the time of the loss without deduction for depreciation. If property is not replaced within a reasonable period of time, then the actual cash value shall apply.
2. On vacant or unoccupied buildings that are acquired by a **MEMBER** during the coverage period, valuation will be on an actual cash value basis only. On coverage for owned buildings that become vacant or unoccupied, valuation changes to an actual cash value basis after the building has been vacant for 120 days.
3. On improvements and betterments at the replacement cost at time of loss without deduction for depreciation. If property is not repaired or replaced within a reasonable period of time, then the actual cash value shall apply. If replaced or repaired by others for the use of the

MEMBER, there shall be no liability hereunder. The **ASSOCIATION** agrees to accept and consider the **MEMBER** as sole and unconditional owner of all improvements and betterments, any contract or lease the **MEMBER** may have made to the contrary notwithstanding

4. On manuscripts, mechanical drawings, patterns, electronic data processing media, books of accounting and other valuable papers, the full replacement cost of the property at the time of loss (including expenses incurred to recreate the information lost, damaged or destroyed, except as may be limited by any separate Coverage Document provision) or what it would then cost to repair, replace or reconstruct the property with other of like kind and quality. If not repaired, replaced or reconstructed within a reasonable period of time, then not to exceed the cost of blank or unexposed material.
5. On antique, restored or historical buildings, the cost of acquisition, relocation to the site and renovation or reconstruction. In the event of a partial loss, replacement cost for antique, restored or historical buildings shall mean the cost of repairing, replacing, constructing or reconstructing (whichever is less) the property on the same site using materials of like kind and quality necessary to preserve or maintain a buildings' historical significance without deduction for depreciation.
6. On property of others for which the **MEMBER** is liable under contract or lease agreement the **ASSOCIATION'S** liability in the event of loss is limited to the **MEMBER'S** obligation as defined in said contract or lease agreement but not to exceed the replacement cost.
7. On library contents, at replacement cost, or as follows, whichever is greater:

Category	Value (per item)	
Juvenile Picture Book	USD	42.76
Juvenile Book	USD	34.78
Juvenile Reference Book	USD	42.76
Pamphlets	USD	5.50
Magazines	USD	11.00
Fiction	USD	20.68
Law Periodical	USD	138.75
Non-Fiction	USD	74.42
Reference	USD	104.06
Law Reference	USD	136.35

Art	USD	56.14
Film (16mm)	USD	1,320.00
Film (8mm)	USD	58.75
Film (Super 8mm)	USD	429.00
Strips	USD	8.80
Cassette Film Strips	USD	94.38
Records	USD	75.00
Videos (Tapes and Cos)	USD	50.00
Audio Cassette	USD	27.50
Computer Software (Incl. CDs)	USD	1,558.70
(Law) CD ROM	USD	258.80
Books on Tape	USD	67.26
Law Magazines	USD	144.93
Compact Discs	USD	21.95
Paperback Books	USD	35.17

The above valuation is predicated on the values provided by the Library of Congress Dewey Decimal system and adjusted for inflation.

The figures above do not include the “shelving cost” of each book. Therefore, the formula for adjusting a library contents loss is:

“Number of items in a category that are replaced multiplied by the valuation figure plus associated shelving costs”.

The actual cost per item in the mini adjustment is to be computed as of the time and place of loss or damage.

8. On Contractors Equipment (whether self-propelled or not), on or off premises, where Replacement Cost (New) values are specified, loss or damage shall be based on 100% of the Replacement Cost (New) at the time of loss, Partial losses shall be based on the cost of repairing or replacing the damaged portion, up to the fair market value of the Vehicle and/or

Equipment. However, should these costs exceed the fair market value then recovery shall be based upon the Replacement Cost (New).

On Vehicles, on or off premises, including over-the-road coverage, values provided by the **MEMBER** based on Actual Cash Value, at the time of loss. Partial losses shall be based on the cost of repairing or replacing the damaged portion, up to the fair market value of the Vehicle and/or Equipment. However, should these costs exceed the fair market value then recovery shall be Actual Cash Value.

If the values, provided by the **MEMBER**, provide a valuation based on replacement cost, then recovery will be on the same basis, if replaced. If not replaced, the basis of recovery shall be actual cash value.

9. Animals: The stated value as per schedule on file with the **MEMBER**.

The aforementioned valuations shall also be used for the purpose of any minimum earned premium and/or quarterly adjustments incurred.

Wherever the term “actual cash value” is used as respects real property or improvements and betterment’s in this clause, or elsewhere herein, it shall mean replacement cost less depreciation.

The aforementioned valuations shall also be used for the purpose of the assessment adjustment clause of this Coverage Document,

“Replacement cost” shall mean the cost of repairing, replacing, constructing or reconstructing (whichever is the least) the property on the same site, using new materials of like kind and quality and for like occupancy without deduction for depreciation, subject to the following:

- (i) Until the property is actually repaired, replaced or reconstructed, the maximum amount recoverable shall be the actual cash value of the lost or damaged property;
- (ii) Replacement shall be effected by the **MEMBER** with due diligence and dispatch;
- (iii) Replacements need not be on same site or of same or similar construction or occupancy provided that the **ASSOCIATION shall** not be liable for any additional costs that are directly attributable to the inclusion of this provision.
- (iv) For historical buildings as more specifically defined in this Section.

It is understood and agreed that as respects replacement cost, the **MEMBER** shall have the option of replacement with electrical and mechanical equipment having technological advantages and/or representing an improvement in function and/or forming part of a program of system enhancement provided that such replacement can be accomplished without increasing the **ASSOCIATION’S** liability. The **ASSOCIATION** shall be allowed to dispose of, as salvage, any non-proprietary property deemed unusable by the **MEMBER**.

In the event the **MEMBER** should fail to comply with any of the foregoing provisions settlement shall be made as if this Replacement Cost provision had not been in effect.

SUB-SECTION III

BUSINESS INTERRUPTION, RENTAL INCOME, TAX INTERRUPTION AND TUITION INCOME / EXTRA EXPENSE

Subject to the terms, conditions and exclusions stated elsewhere herein, this Coverage Document provides coverage for:

A. COVERAGE

1. BUSINESS INTERRUPTION

Against loss resulting directly from interruption of business, services or rental value caused by direct physical loss or damage, as covered by this Coverage Document to real and/or personal property insured by this Coverage Document, occurring during the term of this Coverage Document.

In the event of such loss or damage the **ASSOCIATION** shall be liable for the actual loss sustained by the **MEMBER** for gross earnings as defined herein and rental value as defined herein resulting from such interruption of business, services, or rental value; less all charges and expenses which do not necessarily continue during the period of restoration. Due consideration shall be given to the continuation of normal charges and expenses including payroll expenses to the extent necessary to resume operations of the **MEMBER** with the same quality of service which existed immediately preceding the loss.

With respect to business interruption for power generation facilities, the coverage provided hereunder is sub-limited to USD as per PART I A. SCHEDULE OF SPECIFIC EXCESS LIMITS OF COVERAGE

2. EXTRA EXPENSE

This Coverage Document is extended to cover the necessary extra expenses occurring during the term of this Coverage Document at any location as hereinafter defined, incurred by the **MEMBER** in order to continue as nearly as practicable the normal operation of the **MEMBER'S** business following damage to or destruction of real or personal property by a covered peril which is on premises owned, leased or occupied by the **MEMBER**. In the event of such damage or destruction, the **ASSOCIATION** shall be liable for such necessary extra expense incurred for only such length of time as would be required with the exercise of due diligence and dispatch to rebuild, repair or replace such part of the property as has been damaged or destroyed commencing with the date of damage or destruction and not limited by the date of expiration of this Coverage Document (hereinafter referred to as **the period of restoration**).

B. EXTENSIONS OF COVERAGE

1. INGRESS / EGRESS

This Coverage Document is extended to insure the actual loss sustained during the period of time not exceeding 30 days when, as a direct result of physical loss or damage caused by

a covered peril(s) specified by this Coverage Document and occurring at property located within a 10 mile radius of covered property, ingress to or egress from the covered property covered by this Coverage Document is prevented. Coverage under this extension is subject to a 24-hour waiting period.

2. INTERRUPTION BY CIVIL AUTHORITY

This Coverage Document is extended to include the actual loss sustained by the **MEMBER**, as covered hereunder during the length of time, not exceeding 30 days, when as a direct result of damage to or destruction of property by a covered peril(s) occurring at property located within a 10-mile radius of covered property, access to the covered property is specifically prohibited by order of a civil authority. Coverage under this extension is subject to a 24-hour waiting period.

3. DEMOLITION AND INCREASED TIME TO REBUILD

The **ASSOCIATION** shall, in the case of loss covered under this Coverage Document, be liable also for loss to the interest covered by the Coverage Document, occasioned by the enforcement of any local or state ordinance or law regulating the construction, repair or demolition of buildings or structures and in force at the time such loss occurs, which necessitates the demolition of any portion of the described building(s) not damaged by the covered peril(s). The **ASSOCIATION** shall also be liable for loss due to the additional period of time required for repair or reconstruction in conformity with the minimum standards of such ordinance or law of the building(s) described in this Coverage Document damaged by a covered peril.

THE ASSOCIATION SHALL NOT BE LIABLE UNDER THIS CLAUSE FOR:

- a. More than the limit of liability as shown elsewhere in this Coverage Document.
- b. Any greater proportion of any loss to the interest covered by this Coverage Document than the amount covered under this Coverage Document on said interest bears to the total insurance and coverage on said interest, whether all such insurance contains this clause or not

4. CONTINGENT TIME ELEMENT COVERAGE

Business interruption, rental income, tuition income and extra expense coverage provided by this Coverage Document is extended to cover loss directly resulting from physical damage to property of the type not otherwise excluded by this Coverage Document at direct supplier or direct customer locations (whether such location is owned by the **MEMBER** or not) that prevents a supplier of goods and/or services to the **MEMBER** from supplying such goods and/or services, or that prevents a recipient of goods and/or services from the **MEMBER** from accepting such goods and/or services. The coverage provided by this clause separately as respects each of these coverages is sublimited to USD as per Declaration Page.

5. CONTINGENT TAX REVENUE INTERRUPTION

Except as hereinafter or heretofore excluded, this Policy insures against loss resulting directly from necessary interruption of sales, property or other tax revenue collected by or due the Insured caused by damage or destruction to property which is not operated by the Insured and which wholly or partially prevents the generation of revenue for the account of the Insured.

The **ASSOCIATION** shall be liable for the actual loss sustained for only the length of time as would be required with exercise of due diligence and dispatch to rebuild, replace or repair the contributing property commencing with the date of damage to the contributing property, but not limited by the expiration date of this Policy.

If the **MEMBER** has reported Revenue Interruption values for which premium has been charged, such loss recovery after deductible shall be limited to whichever is the least of:

1. The limit insured on the Policy;
2. The actual loss sustained;
3. The difference in amount between 97.5% of the anticipated revenue and the actual total revenue after the loss.

If the **MEMBER** has not reported Revenue Interruption values for which premium has been charged, such loss recovery after deductible shall be limited to whichever is the least of:

1. The policy sublimit;
2. The latest values for these items declared by the **MEMBER** making the claim or USD AS PER DECLARATION PAGE per occurrence if no values have been declared by the **MEMBER** making the claim.

DEDUCTIBLE: Each loss or series of losses arising out of one event at each location shall be adjusted separately and from the aggregate amount of all such losses 2.50% of the annual tax value shall be deducted.

6. EXTENDED PERIOD OF INDEMNITY EXTENSION

Business interruption including rental income, tax interruption, tuition income and extra expense coverage provided by this Coverage Document is extended for the additional length of time required to restore the business of the **MEMBER** to the condition that would have existed had no loss occurred commencing on either;

- a. the date on which the **ASSOCIATION'S** liability would otherwise terminate or;

- b. the date on which rebuilding, repairing or replacement of such property as has been lost, damaged or destroyed is actually completed, whichever is later.

The **ASSOCIATION'S** liability under this extension shall terminate no later than the number of days indicated in **PART I SCHEDULE OF SPECIFIC EXCESS LIMITS OF COVERAGE** for this item;

7. EXPENSES TO REDUCE LOSS

This Coverage Document also covers such expenses as are necessarily incurred for the purpose of reducing loss under this section (except incurred to extinguish a fire); but in no event to exceed the amount by which loss is thereby reduced.

C. EXCLUSIONS

- 1. The **ASSOCIATION** shall not be liable for any increase of loss which may be occasioned by the suspension, lapse, or cancellation of any lease or license, contract or order unless such suspension, lapse, or cancellation results directly from the interruption of business and, then the **ASSOCIATION** shall only be liable for such loss as affects the **MEMBER'S** earnings during and limited to, the period of indemnity covered under this Coverage Document.

With respect to loss resulting from damage to or destruction of media for, or programming records pertaining to, electronic data processing or electronically controlled equipment, including data thereon, by the perils insured against, the length of time for which the **ASSOCIATION** shall be liable hereunder shall not exceed:

- i. Thirty (30) consecutive calendar days or the time required with exercise of due diligence and dispatch to reproduce the data thereon from duplicates or from originals of the previous generation, whichever is less; or.
- ii. the length of time that would be required to rebuild, repair or replace such other property herein described as has been damaged or destroyed, but not exceeding eighteen (18) calendar months, whichever is the greater length of time.

D. CONDITIONS APPLICABLE TO THIS SECTION

If the **MEMBER** could reduce the loss resulting from the interruption of business:

- 1. by complete or partial resumption of operation of the property whether or not such property be lost or damaged, or;
- 2. by making use of merchandise or other property at the **MEMBER'S** location or elsewhere;

such reduction shall be taken into account in arriving at the amount of the loss hereunder.

E. DEFINITIONS

1. GROSS EARNINGS

“Gross Earnings” is defined as the sum of:

- a. total net sales and;
- b. other earnings derived from the operation of the business less the *cost of*:
- c. merchandise sold including packaging materials and;
- d. materials and supplies consumed directly in supplying the service(s) sold by the **MEMBER**, and;
- e. service(s) purchased from outside (not employees of the **MEMBER**) for resale that does not continue under contract.

No other cost shall be deducted in determining gross earnings.

In determining gross earnings, due consideration shall be given to the experience of the business before the date of loss or damage and the probable experience thereafter, had no loss occurred.

In the event that Real and/or Personal Property that does not normally produce an income, sustains damage covered under this Coverage Document, the actual recovery under this Coverage Document shall be the continuing fixed charges and expense directly attributable to such non-productive property.

2. MERCHANDISE

Shall be understood to mean, goods kept for sale by the **MEMBER**, which are not the products of manufacturing operations conducted by the **MEMBER**.

3. EXTRA EXPENSE

The term “extra expense”, whenever used in this Coverage Document, is defined as the excess (if any) of the total cost incurred during the period of restoration chargeable to the operation of the **MEMBER’s** business over and above the total cost that would normally have been incurred to conduct the business during the same period had no damage or destruction occurred. Any salvage value of property obtained for temporary use during the period of restoration, which remains after the resumption of normal operations, shall be taken into consideration in the adjustment of any loss hereunder.

4. RENTAL VALUE

The term “rental value” is defined as the sum of:

- a. the total anticipated gross rental income from tenant occupancy as furnished and equipped by the **MEMBER**, and;
- b. the amount of all charges which are the legal obligation of the tenant(s) and which would otherwise be obligations of the **MEMBER**, and;
- c. the fair rental value of any portion of said property which is occupied by the **MEMBER**, and;
- d. any amount in excess of a, b, and c. (above) which is an obligation due under the terms and conditions of any revenue bond, certificate of participation or other financial instrument.

In determining rental value, due consideration shall be given to the experience before the date of loss or damage and the probable experience thereafter had no loss occurred.

5. PERIOD OF RESTORATION

The period during which business interruption and or rental interruption applies will begin on the date direct physical loss occurs and interrupts normal business operations and ends on the date that the damaged property should have been repaired, rebuilt or replaced with due diligence and dispatch (i.e. "normal speed"), but not limited by the expiration of this Coverage Document.

SUB-SECTION IV

GENERAL CONDITIONS

A. PERILS COVERED

Subject to the terms, conditions and exclusions stated elsewhere herein, this Coverage Document provides insurance against all risk of direct physical loss or damage to property insured, occurring during the period of this Coverage Document.

B. PERILS EXCLUDED

This Coverage Document does not insure against any of the following:

- 1. Loss or damage caused by or resulting from moths, vermin, termites, or other insects, inherent vice, latent defect, faulty materials, error in design, faulty workmanship, wear, tear or gradual deterioration, contamination, rust, corrosion, erosion, wet or dry rot, unless direct physical loss or damage not otherwise excluded herein ensues and then only for such ensuing loss.
- 2. Loss or damage by normal settling, shrinkage or expansion in any building or foundation.
- 3. Delay or loss of markets (this exclusion shall be inapplicable to the extent inconsistent with any time element coverage provided elsewhere herein).

4. Breakdown or derangement of machinery and/or steam boiler explosion, unless direct physical loss or damage not otherwise excluded herein ensues and then only for such ensuing loss. This exclusion does not apply to data processing equipment or media.
5. Loss or damage caused by or resulting from misappropriation, conversion, inventory shortage, unexplained disappearance, infidelity or any dishonest act on the part of the **MEMBER**, its employees or agents or others to whom the property may be entrusted (bailees and carriers for hire excepted) or other party of interest.
6. Loss or damage caused by or resulting from electrical injury or disturbance from artificial causes to electrical appliances, devices of any kind or wiring, unless direct physical loss or damage not otherwise excluded herein ensues and then only for such ensuing loss. This exclusion does not apply to data processing equipment or media.
7. Loss or damage to personal property resulting from shrinkage, evaporation, loss of weight, leakage, breakage of fragile articles, marring, scratching, exposure to light or change in color, texture or flavor, unless such loss is caused directly by fire or the combating (thereof, lightning, Windstorm, hail, explosion, strike, riot, or civil commotion, aircraft, vehicles, breakage of pipes or apparatus, sprinkler leakage, vandalism and malicious mischief, theft, attempted theft, flood or earthquake movement (Earthquake Movement, and Flood, in the states of Alaska, or California. shall only apply to locations that are scheduled for Earthquake Movement and Flood).
8. Loss or damage caused by rain, sleet or snow to personal property in the open (except in the custody of carriers or bailees for hire).
9. Loss caused directly or indirectly, by:
 - a. War, hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual, impending or expected attack
 - i. by any government or sovereign power (de jure or de facto), or by any Authority maintaining or using military, naval or air forces; or
 - ii. by military, naval or air forces; or
 - iii. by an agent of any such government, power, authority or forces;
 - b. any weapon of war employing atomic fission or radioactive force whether in time of peace or war;
 - c. insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental Authority or hindering, combating or defending against such an occurrence, seizure or destruction under quarantine or customs regulations, confiscation by order of any government or public authority, or risks of contraband or illegal transportation or trade.
10. Nuclear reaction or nuclear radiation or radioactive contamination from any cause, all whether direct or indirect, controlled or uncontrolled, proximate or remote, or is contributed to or aggravated by a Covered Cause of Loss. However:

- i. If fire not otherwise excluded results, the **ASSOCIATION** shall be liable for the direct physical loss or damage by such resulting fire, but not including, any loss or damage due to nuclear reaction, nuclear radiation, or radioactive contamination, and
 - ii. This Coverage Document does insure against direct physical loss or damage caused by sudden and accidental radioactive contamination, including resultant radiation damage, from material used or stored or from processes conducted on the Insured premises, provided that, at the time of such loss or damage, there is neither a nuclear reactor nor any new or used nuclear fuel on the Insured premises.
- 11. As respects course of construction, the following exclusions shall apply:
 - a. Faulty or defective workmanship, materials, construction and/or design, but this exclusion shall not apply to direct physical damage by a peril not excluded resulting from such faulty or defective workmanship, materials, construction and/or design.
 - b. The cost of non-compliance of, or delay in completion of contract.
 - c. The cost of non-compliance with contract conditions.
 - d. Contractors' equipment or tools not a part of or destined to become a part of the installation,
- 12. Loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with Earth Movement unless a limit is shown on the Declarations for Earth Movement this exclusion will apply.
- 13. Loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with Flood unless a limit is shown in the Declarations for Flood this exclusion will apply.
- 14. Loss, damage, cost, claim or expense, whether preventative, remedial or otherwise, directly or indirectly arising out of or relating to:
 - i. the recognition, interpretation, calculation, comparison, differentiation, sequencing or processing of data involving one or more dates or times, by any computer system, hardware, program or software, or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the Insured or not; or
 - ii. any change, alteration, correction or modification involving one or more dates or times, to any such computer system, hardware, program or software, or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the Insured or not.

Except as provided in the next paragraph, this Electronic Date Recognition Clause shall apply regardless of any other cause or event that contributes concurrently or in any sequence to the loss, damage, cost, claim or expense.

If direct physical loss or damage not otherwise excluded by this Coverage Document results, then subject to all its terms and conditions, this Coverage Document shall be liable only for such resulting loss or damage. Such resulting loss or damage shall not include physical loss or damage to data resulting directly from a) or b) above, nor the cost, claim or expense, whether preventative, remedial, or otherwise, arising out of or relating to any change, alteration, correction or modification relating to the ability of any damaged computer system, hardware, program or software, or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment to recognize, interpret, calculate, compare, differentiate sequence or process any data involving one or more dates or times.

15. Loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.
16. The following additional exclusions apply to loss or damage to animals covered under this Coverage Document:
 - a. Death of any animal(s) from natural causes.
 - b. Death of any animal(s) that dies from an unknown cause unless:
 - i. upon the death of such animal a post-mortem examination conducted on the animal by a licensed veterinarian, and if
 - ii. the veterinarian's post-mortem report shows the cause of death to clearly fall within the coverages of this Coverage Document.
 - c. Death of any animal(s) as a result of surgical operation, including inoculation, unless the necessity for same arises from an event covered by this Coverage Document.
 - d. The death or destruction of any animal(s) caused by, resulting from, or made necessary by physical injury caused by or resulting from the activities of the injured animal or other animals unless such death or destruction is the result of any event otherwise covered by this Coverage Document.
 - e. The death of any animal(s) caused directly or indirectly by the neglect or abuse of the Insured, his agent, employees or bailees (carriers for hire accepted) unless such loss is a result of an event otherwise covered by this Coverage Document.
 - f. The loss by death of any animal(s) as a result of parturition or abortion.
 - g. Loss resulting from depreciation in value caused by any animal(s) covered hereunder becoming unfit for or incapable of filling the function or duties for which it is kept, employed or intended unless such loss is the result of an event otherwise covered by this Coverage Document.

- h. Loss by destruction of any animal(s) on the order of the federal or any state government, or otherwise as a result of having contracted or been exposed to any contagious or communicable disease.
 - i. The removal or disposal of the remains of any animal(s) or the expense thereof unless such loss is the result of an event otherwise covered by this Coverage Document.
 - j. The loss of any animal(s) that has been unnerved (the term “unnerved” to be considered as meaning the operation of neurology for lameness.)
 - k. Any claim consequent upon delay, deterioration, or loss of use or loss of market arising from an event covered by this Coverage Document.
17. Loss, damage, costs or expenses in connection with any kind or description of seepage and/or pollution and/or contamination, direct or indirect, arising from any cause whatsoever.

Nevertheless if fire is not excluded from this Coverage Document and a fire arises directly or indirectly from seepage and/or pollution and/or contamination, any loss or damage covered under this Coverage Document arising directly from that fire shall (subject to the terms, conditions and limitations of the Coverage Document) be covered.

However, if the covered property is the subject of direct physical loss or damage for which the **ASSOCIATION** has paid or agreed to pay, then this Coverage Document (subject to its terms, conditions and limitations) insures against direct physical loss or damage to the property covered hereunder caused by resulting seepage and/or pollution and/or contamination.

The Insured shall give notice to the **ASSOCIATION** of intent to claim NO LATER THAN TWELVE (12) MONTHS AFTER THE DATE OF THE ORIGINAL PHYSICAL LOSS OR DAMAGE.

Notwithstanding the provisions of the preceding exclusions or any provision respecting seepage and/or pollution and/or contamination, and/or debris removal and/or cost of clean-up in the Coverage Document, in the event of direct physical loss or damage to the property covered hereunder, this Coverage Document (subject otherwise to its terms, conditions and limitations, including but not limited to any applicable deductible) also insures, within the sum covered:

- (a) expenses reasonably incurred in removal of debris of the property hereunder destroyed or damaged from the premises of the Insured; and/or;
- (b) cost of clean-up at the premises of the Insured made necessary as a result of such direct physical loss or damage;

PROVIDED that this Coverage Document does not insure against the costs of decontamination or removal of water, soil or any other substance on or under such premises.

18. Authorities Exclusion: Fines, penalties or cost incurred or sustained by the Insured or imposed on the Insured at the order of any Government Agency, Court of other Authority, in connection with any kind or description of environmental impairment including seepage or pollution or contamination from any cause.

19. The following exclusion applies to Terrorism:

It is agreed that except for any sublimit of coverage as indicated on the Declaration Page attached to this form, this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any Act of Terrorism.

If the **ASSOCIATION** alleges that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the **MEMBER**.

In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect. All other terms and conditions remain unaltered.

20. This Policy does not cover any loss directly or indirectly arising out of, contributed to by, or resulting from a Communicable Disease and/or any directly or indirectly related condition or threat or fear thereof (whether actual or perceived).

Communicable Disease shall mean any infectious disease that is contagious and that can be transmitted either directly or indirectly from one source to another by an infectious agent or its toxins.

C. STATUTES

If any of the articles of this Coverage Document conflict with the laws or statutes of any jurisdictions in which this Coverage Document applies this Coverage Document is amended to conform to such laws or statutes.

D. TERRITORIAL LIMITS

This Coverage Document insures Real and Personal Property within the United States. Personal Property therein is extended to Worldwide coverage. The coverage provided by this clause is sub-limited to **USD as per PART I SCHEDULE OF SPECIFIC EXCESS LIMITS OF COVERAGE**

E. REINSTATEMENT

Any reduction in the amount insured hereunder due to payment of any loss or losses shall be automatically reinstated for the balance of the term of this contract except as respects to the perils of Earth Movement and Flood or any other coverage subject to annual aggregate limitation.

F. FREE ON BOARD (F.O.B) SHIPMENTS

The **ASSOCIATION** shall be liable for the interest of the **MEMBER** at sole option of the **MEMBER**, the interest of the consignee in merchandise, which has been sold by the **MEMBER** under terms of F.O.B., point of origin or other terms usually regarded as terminating shippers' responsibility short of point of delivery.

G. BREACH OF CONDITIONS

If any breach of a clause, condition or warranty of this Coverage Document shall occur prior to a loss affected thereby under this Coverage Document, such breach shall not void the Coverage Document nor avail the **ASSOCIATION** to avoid liability unless such breach shall exist at the time of such loss under this contract or Coverage Document, and be a contributing factor to the loss for which claim is presented hereunder, it being understood that such breach of clause or condition is applicable only to the property affected thereby. Notwithstanding the foregoing, if the **MEMBER** establishes that the breach, whether contributory or not, occurred without its knowledge or permission or beyond its control, such breach shall not prevent the **MEMBER** from recovering under this Coverage Document.

H. PERMITS AND PRIVILEGES

Anything in the printed conditions of this Coverage Document to the contrary notwithstanding, permission is hereby granted:

1. to maintain present and increased hazards;
2. to make additions, alterations, extensions, improvements and repairs, to delete, demolish, construct and reconstruct, and also to include all materials, equipment and supplies incidental to the foregoing operations of the property covered hereunder, while in, on and/or about the premises or adjacent thereto;
3. for such use of the premises as usual and/or incidental to the business as conducted therein and to keep and use all articles and materials usual and/or incidental to said business in such quantities as the exigencies of the business require;
4. to be or become vacant or unoccupied. If a building becomes vacant or unoccupied, notice is to be given to the **ASSOCIATION** prior to the one-hundred twentieth (120th) consecutive day of vacancy or lack of occupancy. The giving, or failure to give such notice will not constitute a condition precedent to the **ASSOCIATION's** liability, but the Insured shall make a reasonable effort to comply with such requirement.

This Coverage Document shall not be prejudiced by:

- i. any error in stating the name, number, street, or location of any building(s) and contents covered hereunder, or any error or unintentional omission involving the name or title of the **MEMBER**;
- ii. any act or neglect of the owner of the building, if the **MEMBER** hereunder is not the owner, or of any occupant of the within described premises other than the **MEMBER**, when such act or neglect is not within the control of the **MEMBER**, named herein; or
- iii. by failure of the **MEMBER** to comply with any of the warranties or conditions endorsed hereon in any portion of the premises over which the **MEMBER** has no control.

I. PROTECTIVE SAFEGUARDS

The **MEMBER** shall exercise due diligence in maintaining in complete working order all protective safeguard equipment and services.

J. NOTICE OF LOSS

In the event of loss or damage insured against under this Coverage Document, the **MEMBER** shall give notice thereof to the **ASSOCIATION**, or current Third Party Administrator, of such loss. Such notice is to be made as soon as practicable upon knowledge within the risk management or finance division of the **MEMBER** that a loss has occurred.

K. ARBITRATION OF VALUE

In case the **MEMBER** and the **ASSOCIATION** shall fail to agree as to the amount of loss, then, on the written demand of either, each shall select a competent and disinterested appraiser and notify the other of the appraisers selected. The appraiser shall first select a competent and disinterested umpire, and failing to agree upon such umpire, then, on request of the **MEMBER** or the **ASSOCIATION** such umpire shall be selected by judge of a court of record in the state in which the property covered is located.

The appraisers shall as soon as practicable, appraise the loss stating separately the loss of each item and failing to agree, shall submit their differences only to the umpire. An award in writing so itemized, of any two appraisers when filed with the **ASSOCIATION** shall determine the amount of loss. The party selecting him shall pay each appraiser and the expenses of appraisal and umpire shall be paid by the parties equally.

L. PROOF OF LOSS

The **MEMBER** shall render a signed and sworn proof of loss as soon as practical after the occurrence of a loss, stating the time, place and cause of loss, the interest of the **MEMBER** and of all others in the property, the value thereof and the amount of loss or damage thereto.

M. SUBROGATION

In the event of any loss payment under this Coverage Document, the **ASSOCIATION**, shall be subrogated to all the **MEMBER'S** rights of recovery thereof against any person or organization and the **MEMBER** shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights.

As respects subrogation it is agreed that, after expenses incurred in subrogation are deducted, the **MEMBER** and the **ASSOCIATION** shall share proportionately to the extent of their respective interests as determined by the amount of their net loss. Any amount thus found to be due to either party from the other shall be paid promptly.

This Coverage Document shall not be prejudiced by agreement made by the **MEMBER** releasing or waiving the **MEMBER'S** right to recovery against third parties responsible for the loss, under the following circumstances only:

1. If made before the loss has occurred, such agreement may run in favor of any third party;
2. If made after loss has occurred, such agreement may run only in favor of a third party falling within one of the following categories at the time of loss:
 - a. a third party covered under this Coverage Document; or
 - b. a corporation, firm, or entity
 - i. owned or controlled by the **MEMBER** or in which the **MEMBER** owns Capital stock or other proprietary interest, or
 - ii. owning or controlling the **MEMBER** or owning or controlling capital stock or other proprietary interest in the **MEMBER**
 - ii. whether made before or after loss had occurred, such agreement must release or waive the entire Right of Recovery of the **MEMBER** against such Third party or
 - c. a Tenant of the **MEMBER**.

N. CANCELLATION

As per **GENERAL COVERAGE DOCUMENT CONDITIONS** number 4.

O. ABANDONMENT

There shall be no abandonment to the **ASSOCIATION** of any property.

P. ASSIGNMENT

Assignment or transfer of this Coverage Document shall not be valid except with the written consent of the **ASSOCIATION**.

Q. SALVAGE

When, in connection with any loss hereunder, any salvage is received prior or subsequent to the payment of such loss, the loss shall be figured on the basis on which it would have been settled had the amount of salvage been known at the time the loss was originally determined. The salvage value will be deducted from the claim or returned to the **ASSOCIATION**.

R. OTHER INSURANCE

Permission is hereby granted to the **MEMBER** to carry more specific insurance on any property covered under this Coverage Document. This Coverage Document shall not attach or become insurance upon any property which at the time of loss is more specifically described and covered under any other Coverage Document form until the liability of such other insurance has first been exhausted and shall then cover only the excess of value of such property over and above the amount payable under such other insurance, whether collectible or not. This Coverage Document, subject to its conditions and limitations, shall attach and become insurance upon such property as respects any peril not covered by such other insurance and not otherwise excluded herein.

In the event of a loss that is covered by other insurance, wherein this Coverage Document is excess of any amount paid by such other insurer, the other insurance shall be applied to the deductible amount stated elsewhere. Should the amount paid by such other insurance exceed these deductibles, no further deductibles shall be applied under this Coverage Document.

S. EXCESS INSURANCE

Permission is granted for the **MEMBER** to maintain excess insurance over the limit of liability set forth in this Coverage Document without prejudice to this Coverage Document and the existence of such insurance, if any, shall not reduce any liability under this Coverage Document. Also it is understood and agreed as respects earth movement or flood, that in the event of reduction or exhaustion of the aggregate limits of liability under the underlying Coverage Document(s) by reason of Loss(es) hereunder, this Coverage Document shall:

1. in the event of reduction, pay out excess of the reduced underlying limit and,
2. in the event of exhaustion, continue in force as the underlying Coverage Document.

T. RIGHT TO REVIEW RECORDS FOLLOWING AN INSURED LOSS

The **MEMBER** as often as may be reasonably required, shall submit and so far as within their power, cause all other persons interested in the property or employees to submit to examination under oath by any person named by the **ASSOCIATION** relative to any and all matters in connection with a claim, and produce for examination all books of account, bills, invoices and other vouchers or certified copies thereof if originals be lost, at such reasonable time and place as may be designated by the **ASSOCIATION** or their representatives and shall permit extracts and copies thereof to be made.

U. CONCEALMENT AND FRAUD

This entire Coverage Document shall be void, if whether before or after a loss, the **MEMBER** has willfully concealed or misrepresented any material facts or circumstance concerning this Coverage

Document of the subject thereof, or the interest of the **MEMBER** therein, or in case of any fraud or false swearing by the **MEMBER** relating thereto.

V. FULL WAIVER

The terms and conditions of this Coverage Document and endorsements attached thereto are substitute for those of the Coverage Document to which it is attached, all terms, conditions and endorsements of latter being waived.

W. SUIT AGAINST ASSOCIATION

No suit, action or proceeding for the recovery of any claim under this Coverage Document shall be sustainable in any court of law or equity unless the **MEMBER** shall have complied with all the requirements of this Coverage Document, nor unless the suit is commenced within twelve (12) months after the date that the **ASSOCIATION** has made its final offer of settlement or denial of the loss. However, that if under the laws of the jurisdiction in which the property is located such limitation is invalid, and then any such claims shall be void unless such action, suit or proceedings be commenced within the shortest limit of time permitted by the laws of such jurisdiction.

X. JOINT LOSS ADJUSTMENT—EQUIPMENT BREAKDOWN In the event of damage to or destruction of property, at a location designated in this Coverage Document and also designated in a boiler and machinery insurance Coverage Document, and there is a disagreement between the **ASSOCIATION** and the **MEMBER** with respect to:

- A.** Whether such damage or destruction was caused by a peril covered against by this Coverage Document or by an accident covered against by such boiler and machinery insurance Coverage Document(s) or
- B.** The extent of participation of this Coverage Document and of such boiler and machinery insurance policy in a loss that is covered against, partially or wholly, by one or all of said policy(ies).

The **ASSOCIATION** shall, upon written request of the **MEMBER**, pay to the **MEMBER** one-half of the amount of the loss which is in disagreement, but in no event more than the **ASSOCIATION** would have paid if there had been no boiler and machinery insurance Coverage Document(s) in effect, subject to the following conditions:

1. amount of loss which is in disagreement after making provisions for any undisputed claims payable under the said Coverage Document(ies) and after the amount of the loss is agreed by the **MEMBER** and the Boiler and Machinery Insurer and the **ASSOCIATION** is limited to the minimum amount remaining payable under either the boiler and machinery insurance policy(ies).
2. The boiler and machinery insurer(s) shall simultaneously pay to the **MEMBER**, one-half of the said amount, which is in disagreement.
3. The payments by the **ASSOCIATION** and acceptance of the same by the **MEMBER** signify the agreement of the **ASSOCIATION** to submit to and proceed with arbitration within ninety (90) days of such payments:

The arbitrators shall be three (3) in number, one of whom shall be appointed by the boiler insurer(s) and one of whom shall be appointed by the **ASSOCIATION** hereon and the third appointed by consent of the other two, and the decision by the arbitrators shall be binding on the insurer (s) and the **MEMBER** and that judgment upon such award may be entered in any court of competent jurisdiction.

4. The **MEMBER** agrees to cooperate in connection with such arbitration but not to intervene therein.
5. This agreement shall be null and void unless the Coverage Document of the boiler and machinery insurer is similarly endorsed.

In no event shall an Insurer be obligated to pay more than their total single limit.

Y. JOINT LOSS ADJUSTMENT - EXCESS PROPERTY

In the event of damage to or destruction of property at a location designated in this Coverage Document and also designated in an excess insurance Coverage Document(s) and if there is disagreement between the insurers with respect to:

1. whether such damage or destruction was caused by a single event or by multiple events or;
2. the extent of participation of this Coverage Document and any excess insurance Coverage Document in a loss covered against partially or wholly, by one of said Coverage Document or Coverage Document(s).

The **ASSOCIATION** shall, upon written request of the **MEMBER**, pay to the **MEMBER** one—half of the amount of the loss which is in disagreement, but in no event more than the **ASSOCIATION** would have paid if there had been no excess insurance or Coverage Document(s) in effect, subject to the following conditions:

1. the amount of loss which is in disagreement after making provisions for any undisputed claims payable under the said Coverage Document(s) and after the amount of the loss is agreed by the **MEMBER** and the **ASSOCIATION** is limited to the minimum amount remaining payable under either the primary insurance Coverage Document or excess insurance Coverage Document(s);
2. the excess insurers shall simultaneously pay to the **MEMBER** one-half of the said amount which is in disagreement; and,
3. the payments by the **ASSOCIATION** hereunder and acceptance of the same by the **MEMBER** signify the agreement of the **ASSOCIATION** to submit to and proceed with arbitration within ninety (90) days of such payments.

The arbitrators shall be three (3) in number, one of whom shall be appointed by the excess insurer(s) and one of whom shall be appointed by the **ASSOCIATION** and the third appointed by consent of the other two, and the decision by the arbitrators shall be binding on the **ASSOCIATION** and the **MEMBER**, and that judgment upon such award may be entered in any court of competent jurisdiction.

4. The **MEMBER** agrees to cooperate in connection with such arbitration but not to intervene therein.

Z. LENDER'S LOSS PAYABLE

The following provisions (or equivalent) apply as required by "mortgages" and "lenders" to whom certificates of coverage have been issued.

1. Loss or damage, if any, under this Coverage Document, shall be paid to the Payee named on the first page of this Coverage Document, its successors and assigns, hereinafter referred to as "the Lender," in whatever form or capacity its interests may appear and whether said interest be vested in said Lender in its individual or in its disclosed or undisclosed fiduciary or representative capacity, or otherwise, or vested in a nominee or trustee of said Lender.
2. The insurance under this Coverage Document, or any rider or endorsement attached thereto, as to the interest only of the Lender, its successors and assigns, shall not be invalidated nor suspended:
 - (a) by any error, omission, or change respecting the ownership, description, possession, or location of the subject of the insurance or the interest therein, or the title thereto;
 - (b) by the commencement of foreclosure proceedings or the giving of notice of sale of any of the property covered by this Coverage Document by virtue of any mortgage or trust deed;
 - (c) by any breach of warranty, act, omission, neglect, or non-compliance with any of the provisions of this Coverage Document, including any and all riders now or hereafter attached thereto, by the **MEMBER**, the borrower, mortgagor, trustor, vendee, owner, tenant, warehouseman, custodian, occupant, or by the agents of either or any of them or by the happening of any event permitted by them or either of them, or their agents, or which they failed to prevent, whether occurring before or after the attachment of this sub-section, or whether before or after a loss, which under the provisions of this Coverage Document of insurance or of any rider or endorsement attached thereto would invalidate or suspend the insurance as to the **MEMBER**, excluding here from, however, any acts or omissions of the Lender while exercising active control and management of the property.
3. In the event of failure of the **MEMBER** to pay any premium or additional premium which shall be or become due under the terms of this Coverage Document or on account of any change in occupancy or increase in hazard not permitted by this Coverage Document, the **ASSOCIATION** agrees to give written notice to the Lender of such non-payment of premium after sixty (60) days from and within one hundred and twenty (120) days after due date of such premium and it is a condition of the continuance of the rights of the Lender hereunder that the Lender when so notified in writing by this **ASSOCIATION** of the failure of the **MEMBER** to pay such premium shall pay or cause to be paid the premium due within ten (10) days following receipt of the **ASSOCIATION**'s demand in writing therefore. If the Lender shall decline to pay said premium or additional premium, the rights of the Lender under this sub-section shall not be terminated before ten (10) days after receipt of said written notice by the Lender

4. Whenever the **ASSOCIATION** shall pay to the Lender any sum for loss or damage under this Coverage Document and shall claim that as to the **MEMBER** no liability therefore exists, the **ASSOCIATION**, at its option, may pay to the Lender the whole principal sum and interest and other indebtedness due or to become due from the **MEMBER**, whether secured or unsecured, (with refund of all interest not accrued), and the **ASSOCIATION**, to the extent of such payment, shall thereupon receive a full assignment and transfer, without recourse, of the debt and all rights and securities held as collateral thereto.
5. If there be any other insurance upon the within described property, the **ASSOCIATION** shall be liable under this Coverage Document as to the Lender for the proportion of such loss or damage that the sum hereby **MEMBER** bears to the entire insurance of similar character on said property under policies held by, payable to and expressly consented to by the Lender. Any Contribution Clause included in any Fallen Building Clause Waiver or any Extended Coverage Endorsement attached to this contract of insurance is hereby nullified, and also any Contribution Clause in any other endorsement or rider attached to this contract of insurance is hereby nullified except Contribution Clauses for the compliance with which the **MEMBER** has received reduction in the rate charged or has received extension of the coverage to include hazards other than fire and compliance with such Contribution Clause is made a part of the consideration for insuring such other hazards. The Lender upon the payment to it of the full amount of its claim, will subrogate the **ASSOCIATION** (pro rata with all other insurers contributing to said payment) to all of the Lender's rights of contribution under said other insurance.
6. The **ASSOCIATION** reserves the right to cancel this Coverage Document at any time, as provided by its terms, but in such case this Coverage Document shall continue in force for the benefit of the Lender for ten (10) days after written notice of such cancellation is received by the Lender and shall then cease.
7. This Coverage Document shall remain in full force and effect as to the interest of the Lender for a period of ten (10) days after its expiration unless an acceptable Coverage Document in renewal thereof with loss there under payable to the Lender in accordance with the terms of this Lender's Loss Payable Sub-Section, shall have been issued by some insurance company and accepted by the Lender.
8. Should legal title to and beneficial ownership of any of the property covered under this Coverage Document become vested in the Lender or its agents, insurance under this Coverage Document shall continue for the term thereof for the benefit of the Lender but, in such event, any privileges granted by this Lender's Loss Payable Sub-Section which are not also granted the **MEMBER** under the terms and conditions of this Coverage Document and/or under other riders or endorsements attached thereto shall not apply to the insurance hereunder as respects such property.
9. All notices herein provided to be given by the **ASSOCIATION** to the Lender in connection with this Coverage Document and this Lender's Loss Payable Endorsement shall be mailed to or delivered to the Lender at its office or branch described on the front page of the Coverage Document.

AA. SEVERAL LIABILITY NOTICE

The subscribing **ASSOCIATION'S** obligations under contracts **or** insurance **to** which they subscribe are several, not joint and are limited solely to the extent of their individual subscriptions. The subscribing **ASSOCIATION** is not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

AB. LOSS PAYABLE PROVISIONS

A. LOSS PAYABLE

For covered property in which both **MEMBER** and a Loss Payee shown in the Schedule or in the **Declaration Page** have an insurable interest, the **ASSOCIATION** will:

1. Adjust losses with the **MEMBER**; and
2. Pay any claim (or loss or damage jointly to the **MEMBER** and the Loss Payee, as interests may appear).

B. LENDER'S LOSS PAYABLE

1. The Loss Payee shown in the Schedule or in the Declaration Page is a creditor, including a mortgage holder or trustee, whose interest in Covered Property is established by such written instruments as:
 - b. Warehouse receipts;
 - c. A contract for deed;
 - d. Bills of lading;
 - e. Financing statements; or
 - f. Mortgages, deeds of trust or security agreements.
2. For Covered Property in which both the **MEMBER** and a Loss Payee have an insurable interest:
 - a. We will pay for covered loss or damage to each Loss Payee in their order of precedence, as interests may appear.
 - b. The Loss Payee has the right to receive loss payment even if the Loss Payee has started foreclosure or similar action on the Covered Property.
 - c. If the **ASSOCIATION** denies the **MEMBER** claim because of the **MEMBER** act or because the **MEMBER** has failed to comply with the terms of the Coverage Part, the Loss Payee will still have the right to receive loss payment if the Loss Payee:
 - (1) Pays any premium due under this Coverage Part at our request if the **MEMBER** has failed to do so;
 - (2) Submits a signed sworn proof of loss within 60 days after receiving notice from us of the **MEMBER'S** failure to do so; and
 - (3) Has notified us of any change in ownership, occupancy or substantial change in risk known to the Loss Payee.

All of the terms of this Coverage Part will then apply directly to the Loss Payee.

- d. If the **ASSOCIATION** pays the Loss Payee for any loss or damage and denies payment to the **MEMBER** because of the **MEMBER'S** acts or because the **MEMBER** has failed to comply with the terms of this Coverage Part:
 - (1) The Loss Payee's rights will be transferred to us to the extent of the amount the **ASSOCIATION** pays; and
 - (2) The Loss Payee's rights to recover the full amount of the Loss Payee's claim will not be impaired.

At our option, the **ASSOCIATION** may pay to the Loss Payee the whole principal on the debt plus any accrued interest. In this event, the **MEMBER** will pay the **MEMBER'S** remaining debt to us.

- 3. If the **ASSOCIATION** cancels this Coverage Document, the **ASSOCIATION** will give written notice to the Loss Payee at least:
 - a. Ten (10) days before the effective date of cancellation if the **ASSOCIATION** cancels for the **MEMBER'S** non-payment of premium; or
 - b. Thirty (30) days before the effective date of cancellation if the **ASSOCIATION** cancels for any other reason.
- 4. If the **ASSOCIATION** elects not to renew this Coverage Document, the **ASSOCIATION** will give written notice to the Loss Payee at least 10 days before the expiration date of this Coverage Document.

C. CONTRACT OF SALE

- 1. The Loss Payee shown in the Schedule or in the Declaration Page is a person or organization the **MEMBER** has entered a contract with for the sale of Covered Property,
- 2. For Covered Property in which both the **MEMBER** and the Loss Payee have an insurable interest the **ASSOCIATION** will:
 - a. Adjust losses with the **MEMBER**; and
 - b. Pay any claim for loss or damage jointly to the **MEMBER** and the Loss Payee, as interests may appear:
- 3. The following is added to the **OTHER INSURANCE** Condition:

For Covered Property that is the subject of a contract of sale, the word "**the MEMBER**" includes the Loss Payee.

AC. ELECTRONIC DATA EXCLUSION

1. Electronic Data Exclusion

Notwithstanding any provision to the contrary within the Coverage Document or any endorsement thereto, it is understood and agreed as follows:

- a) This Coverage Document does not insure loss, damage, destruction, distortion, erasure, corruption or alteration of **ELECTRONIC DATA** from any cause whatsoever (including but not limited to **COMPUTER VIRUS**) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting there from, regardless of any other cause **or** event contributing concurrently or in any other sequence to the loss.

ELECTRONIC DATA means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes program, software, and other coded instructions for the processing and manipulation of data or the direction anti manipulation of such equipment.

COMPUTER VIRUS means a set of corrupting, harmful or otherwise unauthorized instructions or code including a set of maliciously introduced unauthorized instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. **COMPUTER VIRUS** includes but is not limited to 'Trojan Horses', 'worms' and 'time or logic bombs'.

- b) However, in the event that a peril listed below results from any of the matters described in paragraph a) above, this Coverage Document, subject to all its terms, conditions and exclusions will cover physical damage occurring during the Coverage Document period to property insured by this Coverage Document directly caused by such listed peril.

Listed Perils:

- Fire
- Explosion

2. Electronic Data Processing Media Valuation

Notwithstanding any provision to the contrary within the Coverage Document or any endorsement thereto, it is understood and agreed as follows:

Should electronic data processing media insured by this Coverage Document suffer physical loss or damage insured by this Coverage Document, then the basis of valuation shall be the cost to repair, replace or restore such media to the condition that existed immediately prior to such loss or damage, including the cost of reproducing any **ELECTRONIC DATA** contained thereon, providing such media is repaired, replaced or restored. Such cost of reproduction shall include all reasonable and necessary amounts, not to exceed USD\$10,000,000 any one loss, incurred by the **MEMBER** in recreating, gathering and assembling such **ELECTRONIC DATA**. If

the media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank media. However this Coverage Document does not insure any amount pertaining to the value of such **ELECTRONIC DATA** to the **MEMBER** or any other party, even if such **ELECTRONIC DATA** cannot be recreated, gathered or assembled.

AD. DEFINITIONS

1. OCCURRENCE

Each occurrence is defined as a loss, incident or series of losses or incidents not otherwise excluded by this Coverage Document and arising out of a single event or originating cause and includes all resultant or concomitant insured losses. When the term applies to loss or losses from earth movement, flood, Named Storm and/or windstorm, the following provisions shall apply:

2. WINDSTORM

Each loss by windstorm shall constitute a single claim hereunder; provided, if more than one windstorm shall occur within any period of seventy-two (72) hours during the term of this Policy, such windstorm shall be deemed to be a single windstorm within the meaning thereof. The **ASSOCIATION** may elect the moment from which each of the aforesaid periods of seventy-two (72) hours shall be deemed to have commenced but no two such seventy-two (72) hour periods shall overlap and provided no period begins earlier than the time when the first loss occurs to the **MEMBER'S** property. The **ASSOCIATION** shall not be liable for any loss occurring before the effective date and time of the Coverage Document. The **ASSOCIATION** will be liable for any losses occurring for a period of up to seventy-two (72) hours after the expiration of this Coverage Document provided that the first windstorm loss or damage within that seventy-two (72) hours occurs prior to the date and time of expiration of this Coverage Document.

In the event of there being a difference of opinion between the **MEMBER** and the **ASSOCIATION** as to whether or not all windstorm losses sustained by the **MEMBER** during an elected period of seventy-two (72) hours arose out of, or was caused by a single atmospheric disturbance, the stated opinion of the National Weather Service or comparable Authority in any other country or locality shall govern as to whether or not a single atmospheric disturbance continued throughout the period at the location(s) involved.

This reference to Windstorm shall not include Named Storm as defined below.

3. NAMED STORM

Named Storm means a storm or weather disturbance which has sustained wind speed in excess of 39 mph and is associated with or occurs in conjunction with a storm or weather disturbance which is identified by name by the National Weather Service (which is a component of the National Oceanic and Atmospheric Administration (NOAA)). For purposes of this definition, Named Storm shall include direct physical loss, damage or destruction caused by:

- 1) Direct action of wind including ensuing storm surge
- 2) Any material, object or debris that is carried, propelled or in any manner moved by such windstorm;

- 3) Any tornado(es) that is the result of actions or effects of such windstorm;
- 4) Hail that is the result of actions or effects of such windstorm;
- 5) Lightning that is the result of actions or effects of such windstorm;
- 6) Rain or water (not constituting a Flood), whether the rain or water is driven by wind or not, that enters a building or structure insured under this Coverage Document through an opening(s) created by the direct action of such windstorm.

Each loss by Named Storm shall constitute a single Occurrence hereunder; provided, if more than one Named Storm shall occur within any period of seventy-two (72) hours during the term of this Policy, such Named Storm shall be deemed to be a single Named Storm within the meaning thereof. The **MEMBER** may elect the moment from which each of the aforesaid periods of seventy-two (72) hours shall be deemed to have commenced but no two such seventy-two (72) hour periods shall overlap and provided no period begins earlier than the time when the first loss occurs to the **MEMBER'S** property. The **ASSOCIATION** shall not be liable for any loss occurring before the effective date and time of the Coverage Document. The **ASSOCIATION** will be liable for any losses occurring for a period of up to seventy-two (72) hours after the expiration of this Coverage Document provided that the first Named Storm loss or damage within that seventy-two (72) hours occurs prior to the date and time of expiration of this Coverage Document.

In the event of there being a difference of opinion between the Insured and the **ASSOCIATION** as to whether or not all Named Storm losses sustained by the Insured during an elected period of seventy-two (72) hours arose out of, or was caused by a single atmospheric disturbance, the stated opinion of the National Weather Service or comparable Authority in any other country or locality shall govern as to whether or not a single atmospheric disturbance continued throughout the period at the location(s) involved.

Any reference within this form to Windstorm shall not be applicable to Named Storm occurrences unless otherwise noted.

4. FLOOD

Each loss by flood shall constitute a single loss hereunder.

1. If any flood occurs within a period of the continued rising or overflow of any river(s) or stream(s) and the subsidence of same within the banks of such river(s) or stream(s) or;
2. If any flood results from any tidal wave or series of tidal waves caused by any one disturbance;

such flood shall be deemed to be a single occurrence within the meaning of this Policy.

Should any time period referred to above extend beyond the expiration date of this Coverage Document and commence prior to expiration, the **ASSOCIATION** shall pay all such flood losses occurring during such period as if such period fell entirely within the term of this Coverage Document.

The **ASSOCIATION** shall not be liable, however, for any loss caused by any flood occurring before the effective date and time of this Coverage Document or commencing after the expiration date and time of this Coverage Document.

Flood shall mean a general condition of partial or complete inundation of normally dry land area from:

4. overflow of inland or tidal water;
5. unusual and rapid accumulation or run off of surface waters from any natural source. Flood shall also mean mudslide or mudflow, which is a river or flow of liquid mud caused by flooding as defined in 1. or 2. above.

The definition of flood does not include ensuing loss or damage not otherwise excluded.

5. EARTH MOVEMENT

With respect to the peril of earth movement, any and all losses from this cause within a one hundred sixty-eight (168) hour period shall be deemed to be one Occurrence loss. The **MEMBER** may elect the moment from which each of the aforesaid periods of one hundred sixty eight (168) hours shall be deemed to have commenced but no two such one hundred sixty-eight (168) hour periods shall overlap and provided no period begins earlier than the time when the first loss occurs to the Insured's property.

The **ASSOCIATION** shall not be liable for any loss caused by an earth movement occurring before the effective date and time of this Policy. The **ASSOCIATION** will be liable for any losses occurring for a period of up to one hundred sixty eight (168) hours after the expiration of this Coverage Document provided that the first earth movement loss or damage within that one hundred sixty-eight (168) hours occurs prior to the date and time of the expiration of this Policy.

In the event of there being a difference of opinion between the **MEMBER** and the **ASSOCIATION** as to whether or not all earth movement losses sustained by the **MEMBER** during an elected period of one hundred sixty-eight (168) hours arose out of, or were caused by a single earth movement, the stated opinion of the National Earthquake Shock Information Service of the United States Department of the Interior or comparable Authority in any other country or locality shall govern as to whether or not a single earth movement continued throughout the period at the locations involved.

The term earth movement is defined as: earth movement meaning natural faulting of land masses, but not including subsidence, landslide, rock slide, earth rising, earth sinking, earth shifting or settling unless as a direct result of such earth movement. The definition of earth movement does not include ensuing loss or damage not otherwise excluded. Further Earthquake Sprinkler Leakage is covered outside of the "Earth Movement" definition and subject to the basic peril deductible.

6. CYBER AND DATA

Cyber Loss means any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident.

Cyber Act means an unauthorized, malicious or criminal act or series of related unauthorized, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.

Cyber Incident means:

any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or

any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.

Computer System means:

any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility,

owned or operated by the Insured or any other party.

Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.

Data Processing Media means any property insured by this Policy on which Data can be stored but not the Data itself.

7. PERSONAL PROPERTY OF OTHERS

Means, any property (other than real property) belonging to others for which a **MEMBER** has assumed liability. This includes but is not limited to:

- a. Articles of Clothing
- b. Jewelry
- c. Sound Equipment
- d. Fine Arts (up to the sub-limit of unscheduled fine arts)
- e. EDP Media & Hardware
- f. Valuable Papers

- g. Portable Electronic Equipment
- h. Employee Tools

8. **IMPROVEMENTS AND BETTERMENTS**

Means, additions or changes made by a **MEMBER**/lessee at their own expense to a building they are occupying that enhance the building's value.

9. **VALUABLE PAPERS AND RECORDS**

Means, all inscribed, printed, or written; documents, manuscripts or records; including but not limited to abstracts, books, deeds, drawing, films, maps, or mortgages. Valuable Papers are not money, securities, stamps or converted data program or instructions used in the **MEMBER's** data processing operations including the materials on which data is recorded.

AD. ADDITIONAL INSURED'S

It is hereby understood and agreed that the interest of Additional Insured's and/or Loss Payees is automatically included, as per schedule on file with Public Risk Management of Florida and/or World Risk Management.

SUB-SECTION V

FINE ARTS

A. COVERAGE

This Coverage Document insures against all risks of direct physical loss of or damage occurring during the Coverage Document period to fine arts, which are the property of the **MEMBER** or the property of others in the custody or control of the **MEMBER** while on exhibition or otherwise within the limits of the United States, except as hereinafter provided.

If any of the property covered by this Section is also covered under any other provisions of the Coverage Document of which this Section is made a part, those provisions are hereby amended to exclude such property, the intent being that the coverage under this Section is the sole coverage on such property.

1. PROPERTY COVERED

Objects of art of every kind and description, and property incidental thereto, which are the property of the **MEMBER**, or the property of others in the custody and control of the **MEMBER**, or in transit at the **MEMBER'S** risk, and property in which the **MEMBER** shall have a fractional ownership interest which are owned by or have been leased, loaned, rented or otherwise made available to the **MEMBER**. "**Property**" shall mean paintings, drawings, etchings, prints, rare books, manuscripts, rugs, tapestries, furniture, pictures, bronzes, potteries, porcelains, marbles statuary and all bonafide works of art and other objects of rarity, historic value, cultural interest or artistic merit, which are part of the

collections of the **MEMBER**, or in the care, custody or control of the **MEMBER**, and their frames, glazing and shadow boxes.

2. “WALL TO WALL” (“NAIL TO NAIL”) COVERAGE

This Section covers the **MEMBER’S** property on a “Wall to Wall” (“Nail to Nail”) basis, or domicile to domicile basis, as applicable, from the time said property is removed from its normal repository incidental to shipment until returned thereto or other point designated by the owner or owner’s agent prior to return shipment, including while in transit to or from points of consolidation or deconsolidation, packing, repacking or unpacking, while at such locations during such processes or awaiting shipment.

Coverage shall terminate upon arrival of the covered property at the final destination designated by the owner or owner’s agent, or upon expiration of this Coverage Document, whichever may occur first, except that expiration of this Coverage Document shall not prejudice coverage of any risk then in transit.

B. EXCLUSIONS

1. Loss or damage occasioned by: wear and tear, gradual deterioration, insects, vermin, inherent vice or damage sustained due to and resulting from any repairing, restoration or retouching process;
2. Loss or damage caused by or resulting from:
 - a. Hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual, impending or expected attack;
 - i. by any government or sovereign power (de jure or de facto), or by any authority maintaining or using military, naval or air forces; or
 - ii. by military, naval or air forces; or
 - iii. by an agent of any such government, power, authority or forces;
 - b. Any weapon of war employing atomic fission or radioactive force whether in time of peace or war;
 - c. Insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating or defending against such an occurrence, seizure or destruction under quarantine or customs regulations, confiscation by order of any government or public authority, or risks of contraband or illegal transportation or trade.
3. Nuclear reaction or nuclear radiation or radioactive contamination from any cause, all whether direct or indirect, controlled or uncontrolled, proximate or remote, or is contributed to or aggravated by a Covered Cause of Loss. However:
 - ii. If fire not otherwise excluded results, the **ASSOCIATION** shall be liable for the direct physical loss or damage by such resulting fire, but not including, any loss or damage due to nuclear reaction, nuclear radiation, or

- radioactive contamination, and
- iii. This Coverage Document does insure against physical loss or damage caused by sudden and accidental radioactive contamination, including resultant radiation damage, from material used or stored or from processes conducted on the Insured premises, provided that, at the time of such loss or damage, there is neither a nuclear reactor nor any new or used nuclear fuel on the Insured premises.
4. Any dishonest, fraudulent or criminal act by the **MEMBER**, a partner therein or an officer, director, employee or trustee thereof whether acting alone or in collusion with others.

For the purpose of this exclusion an act of vandalism or malicious damage by an employee shall not constitute a dishonest, fraudulent or criminal act.

C. LOSS PAYMENT BASIS / VALUATION

The valuation of each article of property covered by this Section shall be determined as follows:

- a. Property of the **MEMBER** shall be covered for and valued at the current fair market value of each article indicated on the books and records of the **MEMBER** prior to loss, according to the **MEMBER's** valuation of each object covered.
- b. Property of others loaned to the **MEMBER** and for which the **MEMBER** may be legally liable, or which the **MEMBER** has been instructed to insure, shall be covered for and valued at the amount agreed upon for each article by the **MEMBER** and owner(s) as recorded on the books and records of the **MEMBER** prior to loss.
- c. Otherwise, in the absence of recorded current fair market values or agreed values for each article covered, the **ASSOCIATION** shall not be liable beyond the fair market value of the property at the time any loss or damage occurs. Said value shall be ascertained by the **MEMBER** and the **ASSOCIATION** or, if they differ, then the amount of value or loss shall be determined as provided in the following appraisal clause.

D. SPECIAL CONDITIONS

1. Misrepresentation and Fraud: This entire Section shall be void if, whether before or after a loss, the **MEMBER** has concealed or misrepresented any material fact or circumstance concerning this Coverage Document or the subject thereof or the interest of the **MEMBER** therein, or in case of any fraud or false swearing by the **MEMBER** relating thereto.
2. Notice of Loss: The **MEMBER** shall as soon as practicable report in writing to the **ASSOCIATION** or its agent every loss, damage or occurrence which may give rise to a claim under this Section and shall also file with the **ASSOCIATION** or its agent within ninety (90) days from the date of discovery of such loss, damage or occurrence, a detailed sworn proof of loss.
3. Examination under Oath: The **MEMBER**, as often as may be reasonably required, shall exhibit to any person designated by the **ASSOCIATION** all that remains of any property herein described, and shall submit, and insofar as is within its power cause its employees, **MEMBER** and others to submit to examination under oath by any person named by the

ASSOCIATION and subscribe the same; and, as often as may be reasonably required, shall produce for examination all writings, books of account, bills, invoices and other vouchers, or certified copies thereof if originals be lost, at such reasonable time and place as may be designated by the **ASSOCIATION** or, its representative and shall permit extracts and copies thereof to be made. No such examination under oath or examination of books or documents, nor any act of the **MEMBER** or any of its employees or representatives in connection with the investigation of any loss or claim hereunder, shall be deemed a waiver of any defense which the **MEMBER** might otherwise have with respect to any loss or claim, but all such examinations and acts shall be deemed to have been made or done without prejudice to the **ASSOCIATION'S** liability.

4. Settlement of Loss: All adjusted claims shall be paid or made good to the **MEMBER** within sixty (60) days after presentation and acceptance of satisfactory proof of interest and loss at the office or the **ASSOCIATION**. No loss shall be paid or made good if the **MEMBER** has collected the same from others.
5. No Benefit to Bailee: This Section shall in no way inure directly or indirectly to the benefit of any carrier or other bailee.
6. Subrogation or Loan: If in the event of loss or damage the **MEMBER** shall acquire any right of action against any individual, firm or corporation for loss of, or damage to, property covered hereunder, the **MEMBER** will, if requested by the **ASSOCIATION**, assign and transfer such claim or right of action to the **ASSOCIATION** or, at the **ASSOCIATION'S** option, execute and deliver to the **ASSOCIATION** the customary form of loan receipt upon receiving an advance of funds in respect of the loss or damage; and will subrogate the **ASSOCIATION** to, or will hold in trust for the **ASSOCIATION**, all such rights of action to the extent of the amount paid or advanced, and will permit suit to be brought in the **MEMBER'S** name under the direction of and at the expense of the **ASSOCIATION**.
7. Loss Clause: Any loss hereunder shall not reduce the amount of this Section, except in the event of payment of claim for total loss of an item specifically scheduled hereon.
8. Protection and Preservation of Property: In case of actual or imminent physical loss or damage of the type insured against by this Coverage Document, the expenses incurred by the **MEMBER** in taking reasonable and necessary actions for the temporary protection and preservation of property insured hereunder shall be added to the total physical loss or damage otherwise recoverable under the Coverage Document and be subject to the applicable deductible and without increase in the limit provisions contained in this Coverage Document.
9. Appraisal: If the **MEMBER** and the **ASSOCIATION** fail to agree as to the amount of loss, each shall on the written demand of other, made within sixty (60) days after receipt of proof of loss by the **ASSOCIATION**, select a competent and disinterested appraiser, and the appraisal shall be made at a reasonable time and place. The appraisers shall first select a competent and disinterested umpire, and failing for fifteen (15) days to agree upon such umpire, then on the request of the **MEMBER** or the **ASSOCIATION**, such umpire shall be selected by judge of a court of record in the state in which such appraisal is pending. The appraisers shall then appraise the loss, stating separately the fair market value at the time of loss and the amount of loss, and failing to agree shall submit their differences to the umpire. An award in writing of any two shall determine the amount of loss. The **MEMBER** and the **ASSOCIATION** shall each pay their chosen appraiser and shall bear

equally the other expenses of the appraisal and umpire. The **MEMBER** shall not be held to have waived any of its rights by any act relating to appraisal.

10. Civil Authority: Property covered under this Section against the peril of fire is also covered against the risk of damage or destruction by Civil authority during a conflagration and for the purpose of retarding the same; provided that neither such conflagration nor such damage or destruction is caused or contributed to by a peril otherwise excluded herein.
11. Changes: Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this Section or stop the **MEMBER** from asserting any right under the terms of this Section, nor shall the terms of this Section be waived or changed except by endorsement issued to form a part of this Section.
12. Additional Covered Party(ies): The owner and owners defined associations corporations, firms, institutions, museums, persons and others who own or control collections, objects or articles who make them available to the **MEMBER**, and temporary borrowers or custodians (but not carriers, packers or shippers) of property covered, are additional insured(s) hereunder, but only as respects coverage afforded said **MEMBER'S** property.
13. Packing: It is agreed by the **MEMBER** that the property covered hereunder be packed and unpacked by competent packers.
14. Other Insurance: This fine arts floater Section is excess coverage over any other valid and collectible insurance which may apply to any objects of art for which coverage would apply under this Coverage Document.
15. Pair and Set: In the event of the total loss of any article or articles which are a part of a set, the **ASSOCIATION** agrees to pay the **MEMBER** the full amount of the value of such set and the **MEMBER** agrees to surrender the remaining article or articles of the set to the **ASSOCIATION**.

SUB-SECTION VI

CONTRACTORS EQUIPMENT

A. COVERAGE

This Coverage Document insures contractors equipment, whether self propelled or not, including equipment thereof while attached thereto or located thereon, such as bulldozers, drag lines, power shovels, derricks, drills, concrete mixers and other machinery of a similar nature, and not subject to motor vehicle registration.

If any of the property covered by this Section is also covered under any other provisions of the Policy of which this Section is made a part, those provisions are hereby amended to exclude such property, the intent being that the coverage under this Section is the sole coverage on such property.

B. PERILS EXCLUDED

This Section insures against all risks of direct physical loss or damage occurring during the Coverage Document period to the above described property from any external cause except as provided below.

1. Loss or damage due to wear, tear, rust, corrosion, latent defect, mechanical breakage or improper assemblage.
2. Loss or damage due to the weight of the load imposed on the machine exceeding the capacity for which such machine was designed.
3. Loss or damage to crane or derrick boom(s) and jib(s) of lattice construction while being operated unless directly caused by fire, lightning, hail, **Windstorm**, earth movement, explosion, riot, riot attending a strike, civil commotion, actual physical contact with an aircraft or airborne missile including objects falling therefrom, collision with other vehicles or other contractors equipment whether or not such other equipment is covered hereunder, landslide, or upset of the unit of which it is a part (but only when and to the same extent that such other perils are covered by the Coverage Document).
4. Loss or damage due to explosion arising from within steam boilers.
5. Loss or damage to dynamos, exciters, lamps, switches, motors or other electrical appliances or devices, including wiring, caused by lightning or other electrical currents (artificial or natural) unless fire ensues and then for the loss by fire only.
6. Loss or damage due to dishonesty of **MEMBER's** employees or persons to whom the **MEMBER's** property is entrusted.
7. Loss or damage caused by or contributed to failure of the **MEMBER** to keep and maintain the property in a thorough state of repair.
8. Loss or damage caused by or resulting from:
 - a. War, hostile or warlike action in time of peace or, including action in hindering, combating or defending against an actual, impending or expected attack.
 - i. by any government or sovereign power (de jure or de facto) or by any authority maintaining using military, naval or air forces; or
 - ii. any military, naval or air forces; or
 - iii. by an agent of any such government, power, authority or forces:
 - b. any weapon of war employing atomic fission or radioactive force whether in time of peace or war;
 - c. insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating or defending against such an occurrence, seizure or destruction under quarantine or customs regulations,

confiscation by order of any government or public authority, or risks of contraband or illegal transportation or trade;

9. Loss by nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, and whether such loss be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to, or aggravated by the peril(s) covered against in this Sub-Section: however, subject to the foregoing and all provisions of this Coverage Document, direct loss by fire resulting from nuclear reaction or nuclear radiation or radioactive contamination is covered against by this Coverage Document.

C. PROPERTY EXCLUDED

1. Automobiles, motorcycles, motor trucks, or parts thereof.
2. Buildings
3. Machinery or equipment or building materials to be installed in any building for the purpose of becoming a part thereof; nor on any property which has become a permanent part of any structure.
4. Property that is located underground.
5. Property while waterborne except while being transported on any regular ferry.
6. The storage risk of property not owned or required to be insured by the **MEMBER** at premises controlled or leased by the **MEMBER**, except where incidental to the regular or frequent use of the equipment or property.
7. Plans, blue prints, designs or specifications.

D. LOSS PAYMENT BASIS / VALUATION

See Sub-Section II – Physical Damage To Property, Item D. 8. regarding Loss Payment Basis / Valuation.

E. SPECIAL CONDITIONS

This section covers property only within the limits of the United States of America. It is a condition of this Coverage Document that all articles covered hereunder are in sound condition at the time of attachment of this Coverage Document.

SUB-SECTION VII

ACCOUNTS RECEIVABLE

A. COVERAGE

This Coverage Document covers the direct physical loss of or damage resulting from insured perils to the **MEMBER'S** records of accounts receivable as defined below, occurring during the Coverage Document period.

B. EXCLUSIONS

In addition to the exclusions in the General Conditions, this coverage does not apply:

1. To loss due to any fraudulent, dishonest or criminal act by the **MEMBER**, a partner therein, or an officer, director, employee or trustee thereof, while working or otherwise and whether acting alone or in collusion with others.

For the purpose of this exclusion an act of vandalism or malicious damage by an employee shall not constitute a dishonest, fraudulent or criminal act.

2. To loss due to bookkeeping, accounting or billing errors or omissions.
3. To loss, the proof of which as to factual existence, is dependent upon an audit of records or an inventory computation; but this shall not preclude the use of such procedures in support **if** claim for loss which the **MEMBER** can prove through evidence wholly apart there from, is due solely to a risk of loss to records of accounts receivable not otherwise excluded hereunder.
4. To loss due to alteration, falsification, manipulation, concealment, destruction or disposal of records of accounts receivable committed to conceal the wrongful giving, taking, obtaining or withholding of money, securities or other property, but only to the extent of such wrongful giving, taking, obtaining or withholding.

C. LOSS PAYMENT BASIS / VALUATION

When there is proof that a loss covered by this Coverage Document has occurred but the **MEMBER** cannot accurately establish the total amount of accounts receivable outstanding as of the date of such loss, such amount shall be based on the **MEMBER'S** monthly statements and shall be computed as follows:

- a. Determine the amount of all outstanding accounts receivable at the end of the same fiscal month in the year immediately preceding the year in which the loss occurs;
- b. Calculate the percentage of increase or decrease in the average monthly total of accounts receivable for the twelve (12) months immediately preceding the month in which the loss occurs as compared with such average for the months of the preceding year;
- c. The amount determined under (a) above, increased or decreased by the percentage calculated under (b) above, shall be the agreed total amount of accounts receivable as of the last day of the fiscal month in which said loss occurs;
- d. The amount determined under (c) above shall be increased or decreased in conformity with the normal fluctuations in the amount of accounts receivable during the fiscal month involved, due consideration being given to the experience of the business since the last day of the last fiscal month for which statement has been rendered.

There shall be deducted from the total amount of accounts receivable, however established, the amount of such accounts evidenced by records not lost or damaged or otherwise established or collected by the **MEMBER**, and an amount to allow for probable bad debts which would normally

have been uncollectible by the **MEMBER**. All unearned interest and service charges shall be deducted.

D. DEFINITIONS

ACCOUNTS RECEIVABLE:

- a. All sums due the **MEMBER** from customers provided the **MEMBER** is unable to effect collection thereof as the direct result of loss or damage to records of accounts receivable.
- b. Interest charges on any loan to offset impaired collections pending repayment of such sums made uncollectible by such loss or damage.
- c. Collection expense in excess of normal collection cost and made necessary because of such loss or damage.
- d. Other expenses, when reasonably incurred by the **MEMBER**, in re-establishing records of accounts receivable following such loss or damage.

SUBSECTION VIII

ADDITIONAL CONDITIONS

A. AUTHORITIES EXCLUSION

This Coverage Document does not cover expenses, fines, penalties or cost incurred or sustained by the **MEMBER** or imposed on the **MEMBER** at the order of any Government Agency, Court of other Authority, in connection with any kind or description of environmental impairment including seepage or pollution or contamination from any cause.

2. MINIMUM EARNED ASSESSMENTS AND QUARTERLY ADJUSTMENTS

It is understood and agreed that if the **MEMBER** cancels this Coverage Document, the Coverage Document is subject to 25% minimum earned assessments (premium) regardless of the length of time coverage is in force.

Additional or return premium due for endorsements issued during the Coverage Document term, such as those for additions or deletions of values within or greater than as that which is provided in any "automatic acquisition sublimit" will be processed on a quarterly basis. Issuance of the endorsements and calculation of pro-rata or return premium, for these changes will be processed as of, and at the time of the transaction.

3. ACCIDENTAL CONTAMINATION EXTENSION

In consideration of the premium charged and notwithstanding the terms, conditions and stipulations contained in the Coverage Document (except as regards the Coverage Document term and Limits of Liability), including all other sub-sections attached thereto, (especially Sub-Section Seepage and/or Pollution and/or Contamination Exclusion; Debris And Cost of

Clean Up Extension; Authorities Exclusion to the extent that it is in conflict herewith), to which this endorsement is attached this Coverage Document is hereby extended to cover Business Interruption and Property Damage loss from accidental contamination from any source to insured property, as covered by this Coverage Document, including expenses necessarily incurred to clean up, remove and dispose of contaminated substances so as to restore the MEMBER Property as covered by this Coverage Document to the same condition as existed prior to loss all as a result of accidental contamination, discharge or dispersal in an amount not exceeding the sub-limit of liability of **USD as per SCHEDULE OF SPECIFIC EXCESS LIMITS OF COVERAGE** for each occurrence per program declaration unless such contamination or dispersal is itself caused by fire, lightning, impact from aircraft, explosion, riot, civil commotion, smoke, collapse, vehicles, **Windstorm**, hail, vandalism, malicious mischief or leakage and accidental discharge from automatic fire protective systems whereupon this extension shall provide coverage up to full limit of liability provided by this Coverage Document.

For the purposes of this extension the term “**insured property**” as covered by this Coverage Document, is held to include Land (and Land Values) on which Covered Property is located, as part of the below stated sublimit, whether or not the same are excluded by this Coverage Document. It being specifically understood and agreed that this extension shall not afford coverage to land, (including land on which Covered Property is located), and land Values for loss in excess of **USD as SCHEDULE OF SPECIFIC EXCESS LIMITS OF COVERAGE** per occurrence and **USD as per Part 1A. SCHEDULE OF SPECIFIC EXCESS LIMITS OF COVERAGE** in the aggregate sublimit liability.

It is further understood and agreed that this extension shall not override anything contained in Asbestos Clean Up and Removal in this Coverage Document.

The sublimit of liability stated above forms part of the limit(s) of liability provided by this Coverage Document and does not increase it (them).

4. ADDITIONAL INSURED’S / LOSS PAYEES

It is hereby understood and agreed that the interest of Additional Insured’s and/or Loss Payees is automatically included, as per schedule held on file with **World Risk Management**.

5. AUTOMATIC ACQUISITION CLAUSE

The following automatic acquisition provisions apply only to those **MEMBER’S** that are provided coverage at the inception of the Coverage Document term, unless otherwise endorsed.

This Coverage Document is automatically extended to insure additional property and/or interests as described in this Coverage Document, which may be acquired or otherwise become at the risk of the **MEMBER**, or a member entity of a **MEMBER** during the Coverage Document Term, within the United States of America, subject to the values of such additional property and/or interests not exceeding USD\$25,000,000 any one acquisition excluding licensed vehicles, for which a limit of USD\$10,000,000 applies. This coverage extension does not apply to the peril of earth movement in the States of California, or Alaska. If Flood coverage is purchased for all scheduled locations, this extension will extend to

include Flood coverage for any location not situated in Flood Zones A or V and for locations in Flood Zones A or V up to a maximum value of USD\$10,000,000 any one acquisition. In the event that coverage for earth movement in the States of California, or Alaska is required, it is to be agreed by the **ASSOCIATION** prior to attachment hereunder.

In the event of coverage being required for additional property and/or interest where the value exceeds USD\$25,000,000 any one acquisition details of said property and/or interest are to be provided to the **ASSOCIATION** for its agreement not later than ninety (90) days from the date of the said additional property and/or interest have become at the risk of the **MEMBER**, this Coverage Document providing coverage automatically for such period of time up to a maximum limit of USD\$25,000,000. The **ASSOCIATION** retains the right to determine the acceptability of all such property(ies). Additional premium will be calculated from the date of acquisition.

In the event that the **MEMBER** fails to comply with the above reporting provision, then coverage hereunder is sub-limited to USD\$25,000,000 any one occurrence.

6. MISCELLANEOUS UNNAMED LOCATIONS

Coverage is extended to include property at any other location (including buildings or structures, owned, occupied or which the **MEMBER** is obligated to maintain insurance) located within the territorial limitations set by this declaration. Coverage provided by this clause is limited to any sublimit noted on the Declaration Page attached to this form, and by terms and conditions of this Coverage Document form. This coverage extension does not apply to the peril or earth movement in the states of California, or Alaska. If Flood coverage is purchased for all scheduled locations, this extension will extend to include Flood coverage for any location not situated in Flood Zones A or V.

11. MOLD, MILDEW & FUNGUS CLAUSE AND MICROORGANISM EXCLUSION (Time Limit and Sublimit)

In consideration of the premium paid, and subject to the Exclusions, Conditions and Limitations of the COVERAGE DOCUMENT to which this Extension is attached, and also to the following additional Exclusion, and specific Limitations, this COVERAGE DOCUMENT is extended to insure physical loss or damage to the **MEMBER** property by mold, mildew or fungus only when caused by physical loss or damage to **MEMBER** property by a peril insured by this COVERAGE DOCUMENT occurring during the period of this COVERAGE DOCUMENT.

LIMITATIONS:

1. The said property must otherwise be a covered **MEMBER** property under this COVERAGE DOCUMENT for physical loss or damage by that peril.
2. The **MEMBER** must report to Underwriters the existence and cost of the physical loss or damage by mold, mildew or fungus as soon as practicable, but no later than twelve (12) months after the peril first caused any physical loss or damage to **MEMBER** property during the period of this Policy. This COVERAGE DOCUMENT does not insure any physical loss or damage by mold, mildew or fungus first reported to Underwriters after that twelve (12) month period.
3. Regardless of circumstance or other COVERAGE DOCUMENT provisions, the maximum amount insured and payable under this COVERAGE DOCUMENT for all mold, mildew or fungus caused by or resulting from such peril is USD AS

PER DECLARATION PAGE for all parts of any claim and in total (the aggregate limit) for the period of this COVERAGE DOCUMENT. This sublimit applies to all sections or extensions of the COVERAGE DOCUMENT combined under which any claim arises or is made and shall be a part of and not in addition to the COVERAGE DOCUMENT limit.

EXCLUSION:

Except as set forth in the foregoing, this COVERAGE DOCUMENT does not insure any loss, damage, claim, cost, expense or other sum directly or indirectly arising out of or relating to:

mold, mildew, fungus, spores or other microorganism of any type, nature, or description, including but not limited to any substance whose presence poses an actual or potential threat to human health.

This exclusion applies regardless whether there is (i) any physical loss or damage to insured property; (ii) any insured peril or cause, whether or not contributing concurrently or in any sequence; (iii) any loss of use, occupancy, or functionality; or (iv) any action required, including but not limited to repair, replacement, removal, cleanup, abatement, disposal, relocation, or steps taken to address medical or legal concerns.

12. BIOLOGICAL OR CHEMICAL MATERIALS EXCLUSION

It is agreed that this Insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.

13. TERRORISM EXCLUSION

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that except for any sublimit of coverage as indicated on the Declaration Page attached to this form, this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any **Act of Terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this endorsement an **Act of Terrorism** means an act, including but not limited to the use of force or violence and/or the threat thereof of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling preventing, suppressing or in any way relating to any act terrorism.

If the **ASSOCIATION** alleges that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the **MEMBER**.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

14. TERRITORIAL EXCLUSION

Notwithstanding anything to the contrary in this Coverage Document, this Coverage Document excludes any loss, damage, liability, cost or expense of whatsoever nature, directly or indirectly arising from or in respect of any:

- i. entity domiciled, resident, located, incorporated, registered or established in an **Excluded Territory**;
- ii. property or asset located in an **Excluded Territory**;
- iii. individual that is physically in an **Excluded Territory**;
- iv. claim, action, suit or enforcement proceeding brought or maintained in an **Excluded Territory**;
- v. payment in an **Excluded Territory**;

This exclusion will not apply to any coverage or benefit required to be provided by the insurer by law or regulation applicable to that insurer, however, the terms of any sanctions clause will prevail.

For purposes of this exclusion, “**Excluded Territory**” means:

- Belarus (Republic of Belarus; and
- Russian Federation; and
- Ukraine (including any disputed regions of Ukraine and including the Crimean Peninsula)

All other terms, conditions and exclusions remain unchanged.

15. APPLICATION OF SUBLIMITS ENDORSEMENT

Application To Insured Interests. Each sublimit stated in this policy applies as part of, and not in addition to, the overall policy limit for an occurrence insured hereunder. Each sublimit is the maximum amount potentially recoverable from all insurance layers combined for all insured loss, damage, expense, time element or other insured interest arising from or relating to that aspect of the occurrence, including but not limited to type of property construction, geographic area, zone, location, or peril.

Application within Perils. If insured under this policy, any sublimit for earthquake, earth movement, flood, windstorm, named storm, or named windstorm is the maximum amount potentially recoverable from all insurance layers combined for all insured loss, damage, expense, time element or other insured interest arising from or relating to such an occurrence. If flood occurs in conjunction with a windstorm, named storm, named windstorm, earthquake or earth movement, the flood sublimit applies within and erodes the sublimit for that windstorm, named storm, named windstorm, earthquake or earth movement.

SECTION II CRIME

Throughout this Coverage Section the words “you” and “your” refer to the **MEMBER(S)** shown in the Participating Member Schedule. The words “we”, “us” and “our” refer to the **ASSOCIATION** providing this insurance. Other words and phrases that appear in quotation and/or appear in **bold**, have special meaning. Please refer to Definitions in this Section.

SECTION II SCHEDULE OF SPECIFIC EXCESS LIMITS OF COVERAGE

COVERAGE SECTION VII CRIME:

EXCESS LIMIT OF COVERAGE for each **OCCURRENCE** (unless otherwise stated or **Endorsed onto this Document**):

(1)	Employee Theft - Per Loss Coverage:	<u>\$500,000</u>
(2)	Employee Theft – Per Employee Coverage:	NOT COVERED
(3)	Forgery Or Alteration (incl. Credit/Debit Card Fraud):	<u>\$500,000</u>
(4)	Inside The Premises - Theft Of Money And Securities:	<u>\$500,000</u>
(5)	Inside The Premises - Robbery Or Safe Burglary Of Other Property:	<u>\$500,000</u>
(6)	Outside The Premises:	<u>\$500,000</u>
(7)	Computer Fraud:	<u>\$500,000</u>
(8)	Funds Transfer Fraud:	<u>\$500,000</u>
(9)	Money Orders And Counterfeit Money:	<u>\$500,000</u>
(10)	Impersonation Fraud Coverage:	<u>\$100,000</u>

PART A – SECTION II - CRIME - PARTICIPATING MEMBERS SCHEDULE

Effective Date: October 1, 2024. Expiration Date: October 1, 2025. Both days at 12:01am Local Standard Time.

PUBLIC RISK MANAGEMENT OF FLORIDA (hereinafter referred to as the **ASSOCIATION**) and Participating Members (hereinafter referred to as the **MEMBER**) as follows:-

ADMINISTRATIVE OFFICE OF THE COURTS TWENTIETH JUDICIAL CIRCUIT OF FLORIDA
BARRON WATER CONTROL DISTRICT
BARTOW MUNICIPAL AIRPORT DEVELOPMENT AUTHORITY
TOWN OF BELLEAIR
CITY OF BELLE ISLE
CITY OF BELLE GLADE
CITY OF BROOKSVILLE
CITY OF CLEWISTON
CITY OF CRYSTAL RIVER
CITY OF DELAND
ENGLEWOOD WATER DISTRICT
CITY OF EUSTIS
CITY OF FLORIDA CITY
FLORIDA STATE FAIR AUTHORITY
CITY OF FORT MEADE
CITY OF FRUITLAND PARK
GLADES COUNTY AND CONSTITUTIONAL OFFICERS
CITY OF GROVELAND
CITY OF GULF BREEZE
CITY OF GULFPORT
HARDEE COUNTY AND CONSTITUTIONAL OFFICERS
HENDRY COUNTY AND CONSTITUTIONAL OFFICERS
HOLMES COUNTY AND CONSTITUTIONAL OFFICERS
CITY OF INDIAN ROCKS BEACH
TOWN OF INGLIS
CITY OF INVERNESS
VILLAGE OF ISLAMORADA
TOWN OF KENNETH CITY
CITY OF KEY COLONY BEACH
CITY OF KEY WEST
CITY OF LABELLE
TOWN OF LADY LAKE
CITY OF LAKE MARY
TOWN OF LAKE PLACID
TOWN OF LANTANA
LEE COUNTY PORT AUTHORITY
LEVY COUNTY AND CONSTITUTIONAL OFFICERS
TOWN OF LONGBOAT KEY
CITY OF LONGWOOD
CITY OF LYNN HAVEN
CITY OF MAITLAND
TOWN OF MIAMI LAKES
CITY OF MOORE HAVEN
CITY OF NEWBERRY
CITY OF NEW PORT RICHEY
VILLAGE OF NORTH PALM BEACH

NORTHWEST FLORIDA BEACHES INTERNATIONAL AIRPORT
CITY OF OKEECHOBEE
OKEECHOBEE COUNTY AND CONSTITUTIONAL OFFICERS
OKEECHOBEE SOIL & WATER CONSERVATION DISTRICT
CITY OF ORANGE CITY
CITY OF OVIEDO
CITY OF PLANT CITY
VILLAGE OF PINECREST
CITY OF PORT RICHEY
PUBLIC RISK MANAGEMENT OF FLORIDA
CITY OF SAFETY HARBOR
CITY OF SEBRING
SEMINOLE COUNTY PORT AUTHORITY
CITY OF SOUTH MIAMI
CITY OF SOUTH PASADENA
CITY OF ST. PETE BEACH
SUN 'N LAKE OF SEBRING IMPROVEMENT DISTRICT
CITY OF TAVARES
CITY OF TREASURE ISLAND
CITY OF UMATILLA
CITY OF WAUCHULA
CITY OF ZEPHYRHILLS

SECTION II INSURING AGREEMENTS

Various provisions in this section of the Coverage Document restrict coverage. Read the entire policy carefully to determine rights, duties and what is or is not covered.

Throughout this section of the Coverage Document the words “you” and “your” refer to the **MEMBER** shown in the Declarations. The words “we”, “us” and “our” refer to the **ASSOCIATION** providing this providing the insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section F. Definitions.

A. Insuring Agreements

Coverage is provided under the following Insuring Agreements for which a Limit of Insurance is shown in the **Section II Schedule of Specific Excess Limits of Insurance** and applies to loss that you sustain resulting directly from an “**occurrence**” taking place during the Coverage Period and for a covered peril which is “**discovered**” by you during the Coverage Period shown in the Coverage Document or during the period of time provided in the Extended Period To Discover Loss, Condition **E. l. g**:

1. **Employee Theft – Per Loss Coverage** – We will pay for loss or damage to “**money**”, “**securities**” and “**other property**” resulting directly from “**theft**” committed by any “**employee**” whether identified or not, acting alone or in collusion with other persons.

We will pay for loss or damage to “**money**”, “**securities**” and “**other property**” resulting directly from the failure of any “**employee**” to faithfully perform his or her duties as prescribed by law, when such failures has as its direct and immediate result a loss of your covered property. The most we will pay for loss arising out of any one “**occurrence**” is the Limit of Insurance shown in the **Section II Schedule of Specific Excess Limits of Insurance**. That Limit, is part of, not in addition to, the Limit of Insurance shown in **Section II Schedule of Specific Excess Limits of Insurance**.

For the purposes of this Insuring Agreement, “**theft**” shall also include “**forgery**”.

2. **Employee Theft – Per Employee Coverage** - We will pay for loss or damage to “**money**”, “**securities**” and “**other property**” resulting directly from “**theft**” committed by each “**employee**”, whether identified or not, acting alone or in collusion with other persons.

For the purposes of this Insuring Agreement, “**theft**” shall also include “**forgery**”.

3. **Forgery or Alteration**

- a. We will pay for loss resulting directly from “**forgery**” or alteration of checks, drafts, promissory notes, or similar written promise, orders or directions to pay a sum certain in “**money**” that are:

- (1) Made or drawn by or drawn upon you; or
 - (2) Made or drawn by one acting as your agent;
- or that are purported to have been so made or drawn.

For purposes of this Insuring Agreement, a substitute check as defined in the Check Clearing for the 21st Century Act shall be treated the same as the original it replaced.

- b. If you are sued for refusing to pay any instrument covered in Paragraph 3.a. on the basis that it has been forged or altered, and you have our written consent to defend against the suit, we will pay for any reasonable legal expenses that you incur and pay in that defense. The amount that we will pay is part of the Limit of Insurance shown in **Section II Schedule of Specific Excess Limits of Insurance**. Coverage includes written instruments required in conjunction with any credit, debit or charge card issued to you or any “employee” for business purposes.
- 4. **Inside the Premises – Theft of Money and Securities**
 - a. We will pay for loss of “money” and “securities” inside the “premises” or “banking premises”:
 - (1) Resulting directly from “theft” committed by a person present inside such “premises” or “banking premises”; or
 - (2) Resulting directly from disappearance or destruction.
 - b. We will pay for loss from damage to the “premises” or its exterior resulting directly from an actual or attempted “theft” of “money” and “securities”, if you are the owner of the “premises” or are liable for damage to it.
 - c. We will pay for loss of or damage to a locked safe, vault, cash register, cash box or cash drawer located inside the “premises” resulting directly from an actual or attempted “theft” of or unlawful entry into those containers.
- 5. **Inside The Premises – Robbery or Safe Burglary of Other Property**
 - a. We will pay for loss or damage to “other property”:
 - (1) Inside the “premises” resulting directly from an actual or attempted “robbery” of a “custodian”; or
 - (2) Inside the “premises” in a safe or vault resulting directly from an actual or attempted “safe burglary”.
 - b. We will pay for loss from damage to the “premises” or its exterior resulting directly from an actual or attempted “robbery” or “safe burglary” of “other property”, if you are the owner of the “premises” or are liable for damage to it.
 - c. We will pay for loss or damage to a locked safe, vault, cash register, cash box or cash drawer located inside the “premises” resulting directly from an actual or attempted “robbery” or “safe burglary”.
- 6. **Outside The Premises**
 - a. We will pay for loss of “money” and “securities” outside the “premises” in the care and custody of a “messenger” or an armored motor vehicle company resulting directly from “theft”, disappearance or destruction.
 - b. We will pay for loss or damage to “other property” outside the “premises” in the care and custody of a “messenger” or an armored motor vehicle company resulting directly from an actual or attempted “robbery”.
- 7. **Computer Fraud**

We will pay for loss of or damage to “money”, “securities” and “other property” resulting directly from the use of any computer to fraudulently cause a transfer of that property from inside the “premise” or “banking premises”:

 - a. To a person (other than a “messenger”) outside those “premises”; or
 - b. To a place outside those “premises”.
- 8. **Funds Transfer Fraud**

We will pay for loss of **“funds”** resulting directly from a **“fraudulent instruction”** directing a financial institution to transfer, pay or deliver **“funds”** from your **“transfer account”**.

Impersonation Fraud Coverage

We will also pay for loss of **“funds”** resulting directly from a **“fraudulent instruction”** directing a financial institution to transfer, pay or deliver **“funds”** from your **“transfer account”**.

Notwithstanding the above requirement that the loss of **“funds”** result directly from a **“fraudulent instruction”**, we will also pay for the loss of **“funds”** resulting from your receipt of a fraudulent **“fraudulent instruction”** from a purported vendor, which advises you that the vendor’s bank account information has been changed and you suffer a loss of **“funds”**, because you issued a payment or payments to this fraudulent bank account, based upon your confirmation controls, you believed the fraudulent instruction to change the vendor’s bank account information to be valid.

- b. Our total liability for coverage provided by this section for all loss arising from a single act or series of related acts is \$100,000 (**“Impersonation Fraud Limit”**). All amounts paid by us pursuant to this section will be part of, and not in addition to, the applicable Limit of Insurance shown in the Declarations.
- c. Solely with respect to coverage provided by this section, the applicable per occurrence Deductible Amount is \$25,000.
- d. Solely for purposes of this section does not apply to any loss occurring prior to 10/1/2016.
- e. The most we will pay for all loss resulting directly from an **“occurrence”** under this section is the Impersonation Fraud Limit shown in Section a. above.

9. Money Orders and Counterfeit Money

We will pay for loss resulting directly from your having accepted in good faith, in exchange for merchandise, **“money”** or services;

- a. **“Money”** order issued by any post office, express company or bank that are not paid upon presentation; or
- b. **“Counterfeit money”** that is acquired during the regular course of business.

SECTION II EXCESS LIMITS OF COVERAGE

B. Limit of Insurance

The most we will pay for all loss resulting directly from an **“occurrence”** is the applicable Limit of Insurance shown in **Section II Schedule of Specific Excess Limits of Insurance**. If any loss is covered under more than one Insuring Agreement or Coverage, the most we will pay for such loss shall not exceed the largest Limit of Insurance available under any one of those Insuring Agreements or Coverages.

SECTION II DEDUCTIBLE

C. Deductible

We will not pay for loss resulting directly from an **“occurrence”** unless the amount of the loss exceeds the Deductible Amount shown on the Declarations page. We will pay the amount of the loss in excess of the Deductible Amount, up to the Limit of Insurance.

With respect to a loss for which coverage is provided by this policy and which is sustained partly during the period of other policies providing coverage for such loss issued to you or to any predecessor in interest of your and terminated or canceled or allowed to expire as the inception date of this policy, the amount of the deductible that is applicable to the portion of the loss sustained during this Policy Period shall be reduced, in whole or in part, by:

- a. The amount of the loss which is sustained by you during the period of such other policies if such loss is less than the amount of the deductible applicable to that loss under such other policies, or
- b. The amount of the deductible applicable to the loss sustained by you during the period of such other policies if they applicable deductible is less than the amount the loss sustained during such period.

SECTION II EXCLUSIONS

IN ADDITION TO THE GENERAL EXCLUSIONS OF THIS COVERAGE DOCUMENT THIS SECTION DOES NOT INSURE AGAINST:

D. Exclusions

1. This Coverage Document does not cover:

a. Acts Committed by You

Loss resulting from **“theft”** or any other dishonest act committed by you, whether acting alone or in collusion with other persons.

b. Acts of Employees Learned Of By You Prior To The Coverage Period

Loss caused by an **“employee”** if the **“employee”** had also committed **“theft”** or any other dishonest act prior to the effective date of this Coverage Document and you or any of your officials, not in collusion with the **“employee”**, learned of that **“theft”** or dishonest act prior the Coverage Period shown in the Declarations.

c. Acts Of Officials, Employees or Representative

Loss resulting from **“theft”** or any other dishonest act committed by any of your officials, **“employees”** or authorized representatives:

- (1) Whether acting alone or in collusions with other persons; or
- (2) While performing services for you or otherwise; except when covered under Insuring Agreement **A.1.** or **A.2.**

d. Confidential Information

A. Loss resulting from:

- (1) The unauthorized disclosure of your confidential information including, but not limited to, patents, trade secrets, processing methods or customer lists; or

- (2) The unauthorized use or disclosure of confidential information of another person or entity which is held by you including, but not limited to, financial information, personal information, credit card information or similar non-public information.
 - B. Loss resulting directly or indirectly from the : (i) **“theft”**, disappearance or destruction of; (ii) unauthorized use or disclosure of; (iii) unauthorized access to; or (iv) failure to protect any:
 - (1) confidential or non-public; or
 - (2) personal or personally identifiable;

Information that any person or entity has a duty to protect under any law, rule or regulation, any agreement or any industry guideline or standard. This exclusion does not apply to the extent that any unauthorized use or disclosure of a password enables a **“theft”** by your **“employee”** or you **“money”**, **“securities”** or **“other property”** or that you are holding for a third party; provided, however, this exception shall not apply to the extent that such unauthorized use or disclosure of a password enables a **“theft”** of or disclosure of information.
 - e. **Governmental Action**
Loss resulting from seizure or destruction of property by order of governmental authority.
 - f. **Indirect or Consequential Loss**
Loss that is an indirect or consequential result of an **“occurrence”** covered by this Coverage Document including, but not limited to, loss resulting from:
 - (1) Your inability to realize income that you would have realized had there been no loss of or damage to **“money”**, **“securities”** or **“other property”**.
 - (2) Payment of damages of any type for which you are legally liable.
 - (3) Payment of costs, fees or other expenses you incur in establishing either the existence or the amount of loss under this Coverage Document.
 - g. **Legal Fees, Costs and Expenses**
Fees, costs and expenses incurred by you which are related to any legal action, except when covered under Insuring Agreement A.3.
 - h. **Nuclear Hazard**
Loss or damage resulting from nuclear reaction or radiation, or radioactive contamination, however caused.
 - i. **Pollution**
Loss or damage caused by or resulting from pollution. Pollution means the discharge, dispersal, seepage, migration, release or escape of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids alkalis chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
 - j. **War and Military Action**
Loss or damage resulting from:
 - (1) War, including undeclared or civil war;
 - (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
 - (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.
2. Insuring Agreements **A.1.**, and **A.2.** do not cover:

- a. Loss resulting from the failure of any entity acting as a depository for your property or property for which you are responsible.
 - b. Damages for which you are legally liable as a result of:
 - (1) The deprivation or violation of the civil rights of any person by an “employee”; or
 - (2) The tortious conduct of an “employee”, except the conversion of property of other parties held by you in any capacity
 - c. **Inventory Shortages**
 Loss, or that part of any loss, the proof of which as to its existence or amount is dependent upon:
 - (1) An inventory computation; or
 - (2) A profit and loss computation.
 However, where you establish wholly apart from such computations that you have sustained a loss, then you may offer your inventory records and actual physical count of inventory in support of the amount of loss claimed.
 - d. **Trading**
 Loss resulting from trading, whether in your name or in a genuine or fictitious account.
3. Insuring Agreements **A.4., A.5. and A.6.** do not cover:
- a. **Accounting Or Arithmetical Errors Or Omissions**
 Loss resulting from accounting or arithmetical errors or omissions.
 - b. **Exchanges Or Purchases**
 Loss resulting from the giving or surrendering of property in any exchange or purchase.
 - c. **Fire**
 Loss or damage resulting from fire, however caused, except:
 - (1) Loss of or damage to “**money**” or “**securities**”; and
 - (2) Loss from damage to a safe or vault.
 - d. **Money Operated Devices**
 Loss of property contained in any “**money**” operated device unless the mount of “**money**” deposited in it is recorded by a continuous recording instrument in the device.
 - e. **Motor Vehicles Or Equipment and Accessories**
 Loss of or damage to motor vehicles, trailers or semi-trailers or equipment and accessories attached to them.
 - f. **Transfer Or Surrender Of Property**
 - (1) Loss of or damage to property after it has been transferred or surrendered to a person or place outside the “**premises**” or “**banking premises**”:
 - (a) On the basis of unauthorized instructions;
 - (b) As a result of a threat to do bodily harm to any person;
 - (c) As a result of a threat to do damage to any property;
 - (d) As a result of a threat to introduce a denial of service attack into your computer system;
 - (e) As a result of a threat to introduce a virus or other malicious instruction into your computer system which is designed to damage, destroy or corrupt data or computer programs stored within your computer system;
 - (f) As a result of a threat to contaminate, pollute or render substandard your products or goods; or
 - (g) As a result of a threat to disseminate, divulge or utilize:
 - (i) Your confidential information; or

- (ii) Weaknesses in the source code within your computer system.
 - (2) But, this Exclusion does not apply under Insuring Agreement **A.6.** to loss of **“money”**, **“securities”** or **“other property”** while outside the **“premises”** in the care and custody of a **“messenger”** if you:
 - (a) Had no knowledge of any threat at the time the conveyance began; or
 - (b) Had knowledge of a threat at the time the conveyance began, but the loss was not related to the threat.
- g. Vandalism**
Loss from damage to the **“premises”** or its exterior, or to any safe, vault, cash register, cash box, cash drawer or **“other property”** by vandalism or malicious mischief.
- h. Voluntary Parting Of Title To Or Possession Of Property**
Loss resulting from your, or anyone acting on your express or implied authority, Being induced by any dishonest act to voluntarily part with title to or possession of any property.
- 4. Insuring Agreement **A.7.** does not cover:
 - a. Credit Card Transactions**
Loss resulting from the use or purported use of credit, debit, charge, access, convenience, identification, stored-value or other cards or the information contained on such cards.
 - b. Funds Transfer Fraud**
Loss resulting from a **“fraudulent instruction”** directing a financial institution to transfer, pay or deliver **“funds”** from your **“transfer account”**.
 - c. Inventory Shortages**
Loss, or that part of any loss, the proof which as to its existence or amount is dependent upon:
 - (1) An inventory computations; or
 - (2) A profit and loss computation.
- 5. Insuring Agreement **A.8.** does not cover:

COMPUTER FRAUD

Loss resulting from the use of any computer fraudulently cause a transfer of **“money”**, **“securities”** or **“other property”**.

SECTION II CONDITIONS

E. Conditions

1. Conditions Applicable To This Section

a. Additional Premises Or Employees

If, while this Coverage Document is in force, you establish any additional **“premises”** or hire additional **“employees”**, such **“premises”** and **“employees”** shall automatically be covered under this Coverage Document. Notice to us of an increase in the number of **“premises”** or **“employees”** need not be given and no additional premium need be paid for the remainder of the Coverage Period shown in the Declarations.

b. Concealment, Misrepresentation of Fraud

This Coverage Document is void in any case of fraud by you as it relates to the Coverage Document at any time. It is also void if you or any other Member, at any time, intentionally conceal or misrepresent a material fact concerning:

- (1) This Coverage Document;
- (2) The property covered under this Coverage Document;
- (3) Your interest in the property covered under this Coverage Document; or
- (4) A claim under the Coverage Document.

c. Cooperation

You must cooperate with us in all matters pertaining to this Coverage Document as stated in the terms and conditions.

d. Duties In the Event of Loss

After you “**discover**” a loss or a situation that may result in loss of or damage to “**money**”, “**securities**” or “**other property**” you must:

- (1) Notify us as soon as possible. If you have reason to believe that any loss (except for loss covered under Insuring Agreement **A.1., A.2. or A.3**) involves a violation of law, you must also notify the local law enforcement authorities.
- (2) Submit to examination under oath at our request and give us a signed statement of your answers.
- (3) Produce for our examination all pertinent records.
- (4) Give us a detailed, sworn proof of loss within 120 days.
- (5) Cooperate with us in the investigation and settlement of any claim.

e. Employee Benefit Plans

- (1) The employee benefit plans of the Member(s) are included as Members Under Insuring Agreement **A.1. or A.2.**
- (2) Any payment we make for loss sustained by any Plan will be made to the Plan sustaining the loss.
- (3) The Deductible Amount applicable to Insuring Agreement **A.1. or A.2.** does not apply to loss sustained by any Plan.

f. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this Coverage Document at any time during the Coverage Period shown in the Declarations and up to 3 years afterward.

g. Extended Period To Discover Loss

We will pay for loss that you sustained prior to the effective date of cancellation of this Coverage Document, which is “**discovered**” by you no later than 1 year from the date of that cancellation.

However, this extended period to “**discover**” loss terminates immediately upon the effective date of any other insurance obtained by you, whether from us or another insurer, replacing in whole or in part the coverage afforded under this Coverage Document, whether or not such other insurance provides coverage for loss sustained prior to its effective date.

h. Inspections and Surveys

- (1) We have the right to:
 - (a) Make inspections and surveys at any time;
 - (b) Give you reports on the conditions we find; and
 - (c) Recommend changes.
- (2) We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or

organization to provide for the health or safety of workers or the public.
And we do not warrant the conditions;

- (a) Are safe or healthful; or
 - (b) Comply with laws, regulations, codes or standards.
- (3) Paragraphs **h.(1)** and **h.(2)** apply not only to us, but also to any rating advisory, rate service or similar organization with makes insurance, inspections, surveys, reports or recommendations.

i. Joint Insured

- (1) If any employee of or official of that Member has knowledge of any information relevant to this Coverage Document, that knowledge is considered knowledge of the Member.
- (2) Any “**employee**” of a Member is considered to be an “**employee**” under this Section.
- (3) If this Coverage Document or any of its coverages is cancelled as to any Member, loss sustained by that Member is covered only if it is “**discovered**” by you no later than 1 year from the date of that cancellation. However, this extended period to “**discover**” loss terminates immediately upon the effective date of any other insurance obtained by that Member, whether from us or another insurer, replacing in whole or in part the coverage afforded under this Coverage Document, whether or not such other insurance provides coverage for loss sustained prior to its effective date.
- (4) We will not pay more for loss sustained by more than one Member than the amount we would pay if all such loss had been sustained by one Member.
- (5) Payment by us to the first Member for loss sustained by any Member, other than an employee benefit plan, shall fully release us on account of such loss.

j. Legal Action Against Us

You may not bring any legal action against us involving loss:

- (1) Unless you have complied with all the terms of this Coverage Document;
- (2) Until 90 days after you have filed proof of loss with us; and
- (3) Unless brought within 2 year from the date you “discovered” the loss.

If any limitation in this Condition is prohibited by law, such limitation is amended so as to equal the minimum period of limitation provided by such law.

k. Liberalization

If we adopt any revision that would broaden the coverage under this Coverage Document without additional premium within 45 days prior to or during the Coverage Period shown in the Declarations, the broadened coverage will immediately apply to this Coverage Document.

l. Loss Sustained During Prior Insurance Issued By Us Or Any Affiliate

(1) Loss Sustained Partly During This Coverage Period And Partly During Prior Insurance

If you “**discover**” loss during the Coverage Period shown in the Declarations, resulting directly from an “**occurrence**” taking place:

- (a) Partly during the Coverage Period shown in the Declarations; and
- (b) Partly during the Coverage Document of any prior cancelled insurance that we or any affiliate issued to you or any predecessor in interest;

And this Coverage Period became effective at the time of cancellation of the prior insurance, we will first settle the amount of loss that you sustained during this Coverage Period. We will then settle the remaining amount of loss that you sustained during the Coverage Period(s) of the prior insurance.

(2) **Loss Sustained During Prior Insurance Entirely During Prior Insurance**

If you “**discover**” loss during the Coverage Document Period shown in the Declarations, resulting directly from an “**occurrence**” taking place during the Coverage Document Period of any prior cancelled insurance that was issued to you or a predecessor in interest by another company, and the period of time to discover loss under that insurance had expired, we will pay for the loss under this Coverage Document, provided:

- (a) This Coverage Document became effective at the time of cancellation of the prior insurance; and
- (b) The loss would have been covered under this Coverage Document had it been in effect at the time of the “**occurrence**”.

We will first settle the amount of loss that you sustained during the most recent prior insurance. We will then settle any remaining amount of loss that you sustained during the Policy Period(s) of any other prior insurance.

(3). **In settling loss subject to this Condition:**

- (a) The most we will pay for the entire loss is the highest single limit of insurance applicable during the period of loss, whether such limit was written under this Coverage Document or was written under the prior insurance issued by us.
- (b) We will apply the applicable Deductible Amount shown in the Declarations to the amount of loss sustained under this policy. If no loss was sustained under this policy, we will apply the Deductible Amount shown in the Declarations to the amount of loss sustained under the most recent prior insurance. If the Deductible Amount is larger than the amount of the loss sustained under this policy, or the most recent prior insurance, we will apply the remaining Deductible Amount to the remaining amount of loss sustained during the prior insurance. We will not apply any other Deductible Amount that may have been applicable to the loss.

m. **Loss Sustained During Prior Insurance NOT Issued By Us or Any Affiliate:**

- (1) If you discover loss during the Coverage Document period shown in the Declarations, resulting directly from an “occurrence” taking place during the Coverage Documents of any prior cancelled insurance that was issued to you or a predecessor in interest by another company, and the period of time to discover loss under that insurance had expired, we will pay for the loss under this policy, provided.

- (a) This policy became effective at the time of cancellations of the prior insurance; and
 - (b) The loss would have been covered under this policy had it been in effect

- (2) In settling loss subject to this Condition:

- (a) The most we will pay for the entire loss is the lesser of the Limits of Insurance applicable during the period of loss, whether such limit was written under this Coverage Document or was written under the prior cancelled insurance.
 - (b) We will apply the applicable Deductible Amount shown in the Declarations to the amount of loss sustained under the prior cancelled insurance.
- (3) The insurance provided under this Condition is subject to the following:
 - (a) If loss covered under this Condition is also partially covered under Condition **E.1.1.**, the amount recoverable under this Condition is part of, not in addition to, the amount recoverable under Condition **E.1.1.**
 - (b) For loss covered under this Condition is part of, not in addition to, the Limit of Insurance applicable to the loss covered under this Coverage Document and is limited to the lesser of the amount recoverable under:
 - (i) This Coverage Document as of its effective date; or
 - (ii) The prior cancelled insurance had it remained in effect.

n. Other Insurance

If other valid and collectible insurance is available to you for loss covered under this policy, our obligations are limited as follows:

(1) Primary Insurance

When this policy is written as primary insurance, and:

- (a) You have other insurance subject to the same terms and conditions as this policy, we will pay our share of the covered loss. Our share is the proportion that the applicable Limit of Insurance shown in the Declarations bears to the total limit of all insurance covering the same loss.
- (b) You have other insurance covering the same loss other than that described in Paragraph (1)(a), we will only pay for the amount of loss that exceeds:
 - (i) The Limit of Insurance and Deductible Amount of that other insurance, whether you can collect on it or not; or
 - (ii) The Deductible Amount shown in the Declarations;

Whichever is greater. Our payment for loss is subject to the terms and conditions of this Coverage Document.

o. Excess Insurance

- (a) When this policy is written excess over other insurance, we will only pay for the amount of loss that exceeds the Limit of Insurance and Deductible Amount of that other insurance, whether you can collect on it or not. Our payment for loss is subject to the terms and conditions of this policy.
- (b) However, if loss covered under this Coverage Document is subject to a Deductible, we will reduce the Deductible Amount shown in the Declarations by the sum total of all such other insurance plus any Deductible Amount applicable to that other insurance.

p. Ownership Of Property; Interests Covered

The property covered under this Coverage Document is limited to property:

- (1) That you own or lease; or
- (2) That you hold for others whether or not you are legally liable for the loss of such property.

However, this Coverage Document is for your benefit only. It provides no rights or benefit to any other person or organization. Any claim for loss that is covered under this Coverage Document must be presented by you.

o. Premiums

The **ASSOCIATION** shown in the Declarations of this Coverage Document;

- (1) Is responsible for the payment of all premiums; and
- (2) Will be the payee for any return premiums we pay.

p. Records

You must keep records of all property covered under this Coverage Document so we can verify the amount of any loss.

q. Recoveries

- (1) Any recoveries, whether effected before or after any payment under this Coverage Document, whether made by us or you, shall be applied net of the expense of such recovery:
 - (a) First, to you in satisfaction of your covered loss in excess of the amount paid under this Coverage Document;
 - (b) Second, to us in satisfaction of amounts paid or settlement of your claim;
 - (c) Third, to you in satisfaction of any Deductible Amount; and
 - (d) Fourth, to you in satisfaction for any loss not covered under this Coverage Document.
- (2) Recoveries do not include any recovery:
 - (a) From insurance, suretyship, reinsurance, security or indemnity taken for our benefit; or
 - (b) Of original “securities” after duplicates of them have been issued.

r. Territory

This Coverage Document covers loss that you sustain resulting directly from an “occurrence” taking place within the United States of American (including its territories and possessions) and Puerto Rico.

s. Transfer Of Your Rights And Duties Under This Coverage Document

Your rights and duties under this Coverage Document may not be transferred without our written consent.

t. Transfer Of Your Rights Of Recovery Against Other To Us

You must transfer to us all your rights of recovery against any person or organization for any loss you sustained and for which we have paid or settled. You must also do everything necessary to secure those rights and do nothing after loss to impair them.

u. Valuation – Settlement

- (1) The value of any loss for purposes of coverage under this policy shall be determined as follows:
 - (a) Loss of "money" but only up to and including its face value.
 - (b) Loss of "securities" but only up to and including their value at the close of bus-iness on the day the loss was "discovered". We may, at our option:

- (i) Pay the market value of such "securities" or replace them in kind, in which event you must assign to us all your rights, title and interest in and to those "securities"; or
- (ii) Pay the cost of any Lost Securities Bond required in connection with issuing duplicates of the "securities". However, we will be liable only for the payment of so much of the cost of the bond as would be charged for a bond having a penalty not exceeding the lesser of the:
 - (a) Market value of the "securities" at the close of business on the day the loss was "discovered"; or
 - (b) The Limit of Insurance applicable to the securities.
- (c) Loss of or damage to "other property" or loss from damage to the "premises" or its exterior for the replacement cost of the property without deduction for depreciation. However, we will not pay more than the least of the following:
 - (i) The cost to replace the lost or damaged property with property of comparable material and quality and used for the same purpose;
 - (ii) The amount you actually spend that is necessary to repair or replace the lost or damaged property; or
 - (iii) The Limit of Insurance applicable to the lost or damaged property.

With regard to Paragraphs x.(1)(c)(i) through x.(1)(c)(iii), we will not pay on a replacement cost basis for any loss or damage :

- (i) Until the lost or damaged property is actually repaired or replaced; and
- (ii) Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage.

If the lost or damaged property is not repaired or replaced, we will pay on an actual cash value basis.

- (2) Any property that we pay for or replace becomes our property.

2. **Conditions Applicable To Insuring Agreements A.1. and A.2.**

a. **Indemnification**

We will indemnify any of your officials who are required by law to give bonds for the faithful performance of their duties against loss through the failure of any "employee" under the supervision of that official to faithfully perform his or her duties as prescribed by law, when such failure has as its direct and immediate result of loss of your covered property.

b. **Termination As To Any Employee**

This Insuring Agreement terminates as to any "employee":

- (1) As soon as:
 - (a) You; or
 - (b) Any of your officials or "employees" authorized to manage, govern, or control your "employees" learn of any act committed by the "employee" whether before or after becoming employed by you which would constitute a loss covered under the terms of the Employee Theft Insuring Agreement.

- (2) On the date specified in a notice mailed to the first Member. That date will be at least 30 days after the date of mailing. We will mail or deliver our notice to the first Member's last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.
3. **Conditions Applicable to Insuring Agreement A.3.**
 - a. **Deductible Amount**
The Deductible Amount does not apply to legal expenses paid under Insuring Agreement A.3.
 - b. **Electronic And Mechanical Signatures**
We will treat signatures that are produced or reproduced electronically, mechanically, or by other means the same as handwritten signatures.
 - c. **Proof Of Loss**
You must include with your proof of loss any instrument involved in that loss, or, if that is not possible, an affidavit setting forth the amount and cause of loss.
4. **Conditions Applicable To Insuring Agreements A.5. And A.6.**
 - a. **Armored Motor Vehicle Companies**
Under Insuring Agreement A.6., we will only pay for the amount of loss you cannot recover:
 - (1) Under your contract with the armored motor vehicle company; and
 - (2) From any insurance or indemnity carried by, or for the benefit of customer of, the armored motor vehicle company.
 - b. **Special Limit of Insurance For Specified Property**
We will only pay up to \$5,000 for any one **"occurrence"** of loss of or damage to manuscripts, drawings, or records of any kind, or the cost of reconstructing them or reproducing any information contained in them.
5. **Conditions Applicable To Insuring Agreement A.7.**
 - a. **Special Limit Of Insurance For Specified Property**
We will only pay up to \$5,000 for any one **"occurrence"** of loss of or damage to manuscripts, drawings, or records of any kind, or the cost of reconstructing them or reproducing any information contained in them.

SECTION II DEFINITIONS

F. Definitions

1. **"Banking premises"** means the interior of that portion of any building occupied by a banking institution or similar safe depository.
2. **"Counterfeit Money"** means an imitation of "money" that is intended to deceive and to be taken as genuine.
3. **"Custodian"** means you, or any **"employee"** while having care and custody of property inside the **"premises"**, excluding any person while acting as a **"watchperson"** or janitor.
4. **"Discover"** or **"discovered"** means the time when you first become aware of facts which would cause a reasonable person to assume that a loss of a type covered by this Coverage Document has been or will be incurred, regardless of when the act or acts causing or contributing to such loss occurred, even though the exact amount or details of loss may not then be known. **"Discover"** or **"discovered"** also means the time when you first receive notice of an actual or potential claim in which it is alleged that you are liable to a third party under circumstances which, if true, would constitute a loss under this Coverage Document.
5. **"Employee"**
 - a. **"Employee"** means:

- (1) Any natural person:
 - (a) While in your service and for the first 30 days immediately after termination of service, unless such termination is due to **“theft”** or any other dishonest act committed by the **“employee”**;
 - (b) Who you compensate directly by salary, wages or commissions; and
 - (c) Who you have the right to direct and control while performing services for you;
 - (2) Any natural person who is furnished temporarily to you:
 - (a) To substitute for a permanent **“employee”** as defined in Paragraph **a.(1)**, who is on leave; or
 - (b) To meet seasonal or short term work load conditions; while that person is subject to your direction and control and performing services for you, excluding, however, any such person while having care and custody of property outside the **“premises”**;
 - (3) Any natural person who is leased to you under a written agreement between you and a labor leasing firm, to perform duties related to the conduct of your business, but does not mean a temporary **“employee”** as defined in Paragraph **a.(2)**.
 - (4) Any natural person who is:
 - (a) A trustee, officer, **“employee”**, administrator or manager, except an administrator or manager who is an independent contractor, or any employee benefit plan; and
 - (b) An official of yours while that person is engaged in handling **“funds”** or **“other property”** of any employee benefit plan.;
 - (5) Any natural person who is a former official, **“employee”**, or trustee retained as a consultant while performing services for you; or
 - (6) Any natural person who is a guest student or intern pursuing studies or duties, excluding, however, any such person while having care and custody of property outside the **“premises”**.
 - (7) Any natural person, whether or not compensated, while performing services for you as the chairperson, or a member of any committee name in the Schedule.
 - (8) Your non-compensated officers shown in the Schedule.
 - (9) Your treasurers or tax collectors shown in the Schedule.
 - (10) Any non-compensated natural person:
 - a. Other than one who is a fund solicitor, while performing services for you that are usual to the duties of an **“employee”**; or
 - b. While acting as a fund solicitor during fund raising campaigns
- b. **“Employee”** does not mean any agent, independent contractor or representative of the same general character not specified in Paragraph **5.a**.
6. **“Forgery”** means the signing of the name of another person or organization with intent to deceive; it does not mean a signature which consists in whole or in part of one’s own name signed with or without authority, in any capacity, for any purpose.
7. **“Fraudulent instructions”** means an electronic, telegraphic, cable, teletype, telefacsimile, telephone or written instruction communicated by you or your **“employee”** based upon an instruction receive and relied upon by you or your **“employee”** which was transmitted:
- a. by a purported director, officer, partner, member or sole proprietor of yours or by another **“employee”** – or by an individual acting in collusion with such purported director, officer, partner, member sole proprietor or other **“employee”** – but

- which was in fact fraudulently transmitted by someone else without your or your “employee’s” knowledge; or
- b. by a purported director, officer, partner, member, sole proprietor or employee of your “vender” or “client” – or by an individual acting in collusion with such purported director, officer or employee – but with was in fact fraudulently transmitted by someone else without your or your “employee’s” knowledge; provided, however, “fraudulent instruction” shall not include any such instructions transmitted by an actual director, officer, partner, member, sole proprietor or employee of your “vendor” or “client” who was acting in collusion with any third party in submitting such instruction.
- i. Solely for the purposes of this coverage, the definition of “Vendor” means any person, firm, company, corporation, organization, association or other entity that provides goods or services to you pursuant to a legitimate relationship that pre-exists the loss of “funds” that is the subject of the coverage provided by “Fraudulent Instruction”.
- ii. Solely for the purposes of this coverage, the definition of “Client” means any person, firm, company, corporation, organization, association, or other entity to whom you provide goods or services for a fee pursuant to a legitimate written contract that pre-exists the loss of “funds” that is subject to the coverage provided by “Fraudulent Instruction”.
8. **“Funds”** means **“money”** and **“securities”**.
9. **“Messenger”** means you and any **“employee”** while having care and custody of property outside the **“premises”**.
10. **“Money”** means:
- a. Currency, coins and bank notes in current USD and having a face value; and
- b. Travelers checks, register checks and money orders held for sale to the public.
11. **“Occurrence”** means:
- a. Under Insuring Agreement **A.1.:**
- (1) An individual act;
- (2) The combined total of all separate acts whether or not related; or
- (3) A series of acts whether or not related; committed by an “employee” acting alone or in collusion with other persons, during the Coverage Document Period shown in the Declarations, except as provided under Condition **E.1.1.** or **E.1.m.**
- b. Under Insuring Agreement **A.2.:**
- (1) An individual act;
- (2) The combined total of all separate acts whether or not related; or
- (3) A series of acts whether or not related; committed by each “employee” acting alone or in collusion with other persons, during the Coverage Period shown in Declarations, except as provided under Condition **E.1.1.** or **E.1.m.**
- c. Under Insuring Agreement **A.3.**
- (1) An individual act;
- (2) The combined total of all separate acts whether or not related; or
- (3) A series of acts whether or not related; committed by each “employee” acting alone or in collusion with other persons, during the Coverage Period shown in Declarations, except as provided under Condition **E.1.1.** or **E.1.m.**
- d. Under All Other Insuring Agreements:
- (1) An individual act;

- (2) The combined total of all separate acts whether or not related; or
 - (3) A series of acts whether or not related; committed by each **“employee”** acting alone or in collusion with other persons, during the Coverage Period shown in Declarations, except as provided under Condition **E.1.l.** or **E.1.m.**
- 12. **“Other Property”** means any tangible property other than **“money”** and **“securities”** that has intrinsic value. **“Other Property”** does not include computer programs, electronic data or any property specifically excluded under this Coverage Document.
- 13. **“Premises”** means the interior of that portion of any building you occupy in conducting your business.
- 14. **“Robbery”** means the unlawful taking of property from the care and custody of a person by one who has:
 - a. Caused or threatened to cause that person bodily harm; or
 - b. Committed an obviously unlawful act witnessed by that person.
- 15. **“Safe Burglary”** means the unlawful taking of:
 - a. Property from within a locked safe or vault by a person unlawfully entering the safe or vault as evidenced by marks of forcible entry upon its exterior; or
 - b. A safe or vault from inside the **“premises”**.
- 16. **“Securities”** means negotiable and nonnegotiable instruments or contracts representing either **“money”** or property and includes:
 - a. Tokens, tickets, revenue and other stamps (whether represented by actual stamps or unused value in a meter) in current use; and
 - b. Evidences of debt issued in connection with credit or charge cards, which cards are not issued by you; but does not include **“money”**.
- 17. **“Theft”** means the unlawful taking of property to the deprivation of the Member.
- 18. **“Transfer account”** means an account maintained by you at the financial institution from which you can initiate the transfer, payment or delivery of **“funds”**:
 - a. By means of electronic, telegraphic, cable, teletype, telefacsimile or telephone instructions communicated directly through an electronic funds transfer system.
 - b. By means of written instructions (other than those described in Insuring Agreement **A.3.**) establishing the conditions under which such transfers are to be initiated by such financial institution through an electronic funds transfer system.
- 19. **“Watchperson”** means any person you retain specifically to have care and custody of property inside the **“premises”** and who has no other duties.

**PUBLIC RISK MANAGEMENT OF FLORIDA
PART B - LIABILITY COVERAGE DOCUMENT**

In return for the payment of a contribution, and subject to the terms, conditions, and exclusions contained herein, Public Risk Management of Florida (hereinafter referred to as the **ASSOCIATION**) agree with you to provide coverage as stated in this Coverage Document.

DECLARATIONS

1. COVERAGES: Comprehensive General Liability, Automobile Liability
Public Officials Errors & Omissions and Employee
Benefits Liability, as set forth in the Table of Contents.
2. ASSOCIATION: Public Risk Management of Florida (PRM)
3434 Hancock Bridge Pkwy, Suite 203
Fort Myers, FL 33903 USA
3. NAMED MEMBERS: As per Participating Members Schedule
4. COVERAGE PERIOD: Effective Date: October 1, 2024
Expiration Date: October 1, 2025
Both days at 12:01am Local Standard Time
5. MAINTENANCE
DEDUCTIBLE: NOT APPLICABLE
6. DEDUCTIBLE: NIL unless otherwise stated in this Coverage Document or
by Endorsement.

PART B - PARTICIPATING MEMBERS SCHEDULE

Effective Date: October 1, 2024. Expiration Date: October 1, 2025. Both days at 12:01am Local Standard Time.

PUBLIC RISK MANAGEMENT OF FLORIDA (hereinafter referred to as the **ASSOCIATION**) and Participating Members (hereinafter referred to as the **MEMBER**) as follows:-

ADMINISTRATIVE OFFICE OF THE COURTS TWENTIETH JUDICIAL CIRCUIT OF FLORIDA
BARRON WATER CONTROL DISTRICT
BARTOW MUNICIPAL AIRPORT DEVELOPMENT AUTHORITY
TOWN OF BELLEAIR
CITY OF BELLE ISLE
CITY OF BELLE GLADE
CITY OF BROOKSVILLE
CITY OF CLEWISTON
CITY OF CRYSTAL RIVER
CITY OF DELAND
ENGLEWOOD WATER DISTRICT
CITY OF EUSTIS
CITY OF FLORIDA CITY
FLORIDA STATE FAIR AUTHORITY
CITY OF FORT MEADE
CITY OF FRUITLAND PARK
GLADES COUNTY AND CONSTITUTIONAL OFFICERS
CITY OF GROVELAND
CITY OF GULF BREEZE
CITY OF GULFPORT
HARDEE COUNTY AND CONSTITUTIONAL OFFICERS
HENDRY COUNTY AND CONSTITUTIONAL OFFICERS
HOLMES COUNTY AND CONSTITUTIONAL OFFICERS
CITY OF INDIAN ROCKS BEACH
TOWN OF INGLIS
CITY OF INVERNESS
VILLAGE OF ISLAMORADA
TOWN OF KENNETH CITY
CITY OF KEY WEST
CITY OF LABELLE
TOWN OF LADY LAKE
CITY OF LAKE MARY
TOWN OF LAKE PLACID
TOWN OF LANTANA
LEE COUNTY PORT AUTHORITY
LEVY COUNTY AND CONSTITUTIONAL OFFICERS
TOWN OF LONGBOAT KEY
CITY OF LONGWOOD
CITY OF LYNN HAVEN
CITY OF MAITLAND
TOWN OF MIAMI LAKES
CITY OF MOORE HAVEN
CITY OF NAPLES AIRPORT AUTHORITY
CITY OF NEWBERRY
CITY OF NEW PORT RICHEY
VILLAGE OF NORTH PALM BEACH

NORTHWEST FLORIDA BEACHES INTERNATIONAL AIRPORT
CITY OF OKEECHOBEE
OKEECHOBEE COUNTY AND CONSTITUTIONAL OFFICERS
OKEECHOBEE SOIL & WATER CONSERVATION DISTRICT
CITY OF ORANGE CITY
CITY OF OVIEDO
CITY OF PLANT CITY
VILLAGE OF PINECREST
CITY OF PORT RICHEY
PUBLIC RISK MANAGEMENT OF FLORIDA
CITY OF SAFETY HARBOR
CITY OF SEBRING
SEMINOLE COUNTY PORT AUTHORITY
CITY OF SOUTH MIAMI
CITY OF SOUTH PASADENA
CITY OF ST. PETE BEACH
SUN 'N LAKE OF SEBRING IMPROVEMENT DISTRICT
CITY OF TAVARES
CITY OF UMATILLA
CITY OF WAUCHULA
CITY OF ZEPHYRHILLS

SECTION III COMPREHENSIVE GENERAL LIABILITY

SECTION III SCHEDULE OF SPECIFIC EXCESS LIMITS OF COVERAGE

EXCESS LIMIT OF COVERAGE for each **OCCURRENCE**:

All coverage's under Section III combined: \$2,000,000 per MEMBER

Subject to the following sub limits:

Premises Medical Payments	NOT COVERED
SUBSIDENCE	\$10,000,000 Annual Aggregate
Association Aggregate Limit:	\$100,000,000 (Applies to ALL Liability Sections)

SECTION III INSURING AGREEMENT

- A. COMPREHENSIVE GENERAL LIABILITY:** The **ASSOCIATION** agrees, subject to Coverage Document limitations, terms and conditions, to pay on behalf of the **MEMBER** for all sums which the **MEMBER** is legally obligated to pay by reason of the liability imposed upon the **MEMBER** by law or assumed by the **MEMBER** under contract or agreement, for damage direct or consequential , and expenses, all as more fully defined by the term **ULTIMATE NET LOSS**, on account of **PERSONAL INJURY, BODILY INJURY** including death at any time resulting there from , suffered or alleged to have been suffered by any person(s) or organization(s), and/or **PROPERTY DAMAGE** or the loss of use thereof arising out of any **OCCURRENCE** from any cause including **HOST/LIQUOR LIABILITY, INCIDENTAL MEDICAL MALPRACTICE, FAILURE TO SUPPLY**, or liability arising out of **LAW ENFORCEMENT ACTIVITIES**, happening during the **COVERAGE PERIOD**.
- B. PREMISES MEDICAL PAYMENTS:** The **ASSOCIATION** hereby agrees, subject to limitations, terms and conditions hereunder mentioned, to pay on behalf of the **MEMBER** for all reasonable medical expenses incurred by the **MEMBER** to other (except employees of the **MEMBER** injured in the course of their employment), as shall by necessary at the time of an **OCCURRENCE** on account of **BODILY INJURY**.

SECTION III EXCESS LIMITS OF COVERAGE

The **ASSOCIATION'S EXCESS LIMIT OF COVERAGE** per **OCCURRENCE** for **SECTION III COMPREHENSIVE GENERAL LIABILITY** is only for the Excess Limits as stated in the **PART 1A SPECIFIC EXCESS COVERAGE**, not to exceed the **ASSOCIATION'S EXCESS LIMITS OF COVERAGE** as stated in **SECTION III SCHEDULE OF SPECIFIC EXCESS LIMITS OF COVERAGE**.

If an Annual Aggregate applies to any coverage hereunder, the total Annual Aggregate **EXCESS LIMIT OF COVERAGE** for such coverage under this Section shall not exceed the limit as stated in the applicable Coverage Section of **SECTION III SCHEDULE OF SPECIFIC EXCESS LIMITS OF COVERAGE**.

SECTION III EXCLUSIONS

IN ADDITION TO THE GENERAL EXCLUSIONS OF THIS COVERAGE DOCUMENT, THIS SECTION DOES NOT INSURE AGAINST:

- (a) Any claims for damages, whether direct or consequential, or for any cause of action which is covered under any other Section of this Coverage Document;
- (b) **BODILY INJURY, PERSONAL INJURY or PROPERTY DAMAGE** which the **MEMBER** intended or expected or reasonably could have expected; except:
 - (1) **BODILY INJURY OR PERSONAL INJURY** resulting from an act alleged to be assault and battery for the purpose of preventing injury to persons or damage to property;
 - (2) Liability arising out of corporal punishment, unless providing this coverage is prohibited by law; or
 - (3) An act alleged to be assault and battery by a **MEMBER** resulting from **LAW ENFORCEMENT ACTIVITIES** during the time of arrest, incarceration process or incarceration, but only as respects claims against the **NAMED MEMBER** for liability of **NAMED MEMBER**.
- (c) Damage to or destruction of **PROPERTY OF THE MEMBER**;
- (d) Liability arising out of the ownership, maintenance, loading or unloading, use or operation of any aircraft, airfields, runways, hangars, buildings or other properties in connection with aviation activities, other than premises liability in building to which the general public is admitted.
- (e) Any obligation for which the **MEMBER** may be liable under any Workers Compensation, unemployment compensation, disability benefits law, employers liability or under any similar law or **BODILY INJURY** to any employee or to any liability for indemnity or contribution brought by any party for **BODILY INJURY** to any employee;
- (f) The cost of any investigation, disciplinary or criminal proceedings against an individual **MEMBER** except that the **ASSOCIATION** may, at their option and expense, associate counsel in the defense of any such investigation, criminal or disciplinary proceeding. Should the **ASSOCIATION** elect to associate counsel, such elections shall not constitute a waiver or estoppels of any rights the **ASSOCIATION** may have pursuant to the terms, conditions, exclusions and limitations of this Coverage Document;
- (g) Any **CLAIM** or claims arising out of Hospital/Clinic Malpractice;
- (h) Any loss, liability cost, damage, expense, fine or penalty resulting from or arising out of or related to, either directly or indirectly, in whole or in part, by;

Unauthorized access, theft, alteration, corruption or disclosure of confidential, intellectual, proprietary or personal information and data including but not limited to patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion also excludes any liability for any loss, cost, damage, expense, fine or penalty, loss of use of, corruption of, inability to access, reduction in functionality, directly or indirectly caused by or contributed to or resulting from the following non-exhaustive list of events regardless of any other cause or other event contributing concurrently or in any other sequence to the loss, liability cost, damage, expense, fine or penalty:

- a) damage to or loss of data occurring on computer systems, or
- b) an unauthorized access of computer systems, or
- c) computer malware on computer systems, or
- d) human error affecting computer systems, or

- e) system failure occurring on computer systems, or
- f) a defect of computer systems, or
- g) social engineering, or
- h) cyber extortion
- i) a violation of Data Protection Laws

This exclusion applies even if loss, damages or expenses are claimed for notification costs, credit monitoring and repair expenses, forensic expenses, public relation expenses or any other loss, damage or expense incurred arising out of any access to or disclosure of any person's or organization's confidential, intellectual, proprietary or personal information and data.

Data Protection Laws includes, without limitation: (a) The Illinois Biometric information Privacy Act (BIPA); (b) The California Consumer Privacy Act (CCPA); (c) The California Invasion Of Privacy Act (CIPA); (d) The New York Stop Hacks and Improve Electronic Data Security Act (SHIELD Act); (e) The Washington My Health My Data Act (MHMDA); or (f) or any similar or related federal, state, or local statute, law, rule, ordinance, or regulation enacted in connection with the possession, acquisition, control or processing of personal data, personal information, or Biometric Data or Information.

Biometric Data or Information includes, without limitation, fingerprint, voice print, retina or iris image, facial scan, hand geometry, or other unique biological or physical characteristic, biometric identifier, or digital representation of biometric data.

- (i) In addition, **GENERAL COVERAGE DOCUMENT EXCLUSION** (c) is amended as follows:

This section does not insure against investigation, defense, loss, including loss of use, **BODILY INJURY or PROPERTY DAMAGE** caused by the release, discharge or dispersal of **POLLUTANTS** anywhere, anytime, in any way, whether accidental or intentional, sudden or intermittent or continuous:

- (1)
 - a. At or from any premises, site or location which is or was at any time owned or occupied by, rented or loaned to, any **MEMBER**.
 - b. At or from any premises, site or location which is or was at any time used by or for any **MEMBER** or others for the handling, storage, disposal, processing or treatment of waste;
 - c. Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for any **MEMBER** or any person or organization for whom any **MEMBER** may be legally responsible; or
 - d. At or from any premises, site or location on which any **MEMBER** or any contractor or subcontractor working directly or indirectly on any **MEMBER'S** behalf are performing operations:
 - (i) If the **POLLUTANTS** are brought on or to the premises, site or location in connection with such operations by such **MEMBER**, contractor or subcontractor; or
 - (ii) If the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **POLLUTANTS**.

- (2) For any loss, cost or expense arising out of any:

- a. Request, demand or other order that any **MEMBER** or others test for, monitor, clean up, remove, contain, treat detoxify or neutralize, or in any way respond to, or assess the effects of **POLLUTANTS**; or
- b. **CLAIM** or **SUIT** by or on behalf of a governmental authority for damages because neutralizing, or in any way responding to, or assessing the effects of **POLLUTANTS**;

EXCEPT:

- (i) Subparagraph (1) (a) only of this exclusion does not apply to **SECTION III COMPREHENSIVE GENERAL LIABILITY for BODILY INJURY** if sustained within a building and caused by smoke, fumes, vapor or soot from equipment used to heat that building.
- (ii) Subparagraph (1)(a) only this exclusion does not apply to **SECTION III COMPREHENSIVE GENERAL LIABILITY for BODILY INJURY or PROPERTY DAMAGE** arising out of heat, smoke, or fumes from a **HOSTILE FIRE**:

For this extension, the definition of **PROPERTY DAMAGE** excludes loss of use. As used in this extension, a **HOSTILE FIRE** means one which becomes uncontrollable or breaks out from where it was intended to be.

This exclusion does not apply to fuels, lubricants, exhaust gases or other pollutants that are needed for normal electrical, hydraulic or mechanical functioning of mobile equipment, or its parts.

This exclusion does not apply to chemicals introduced by a **MEMBER** into such **MEMBER's** drinking water system solely for the purpose of purifying or treating such drinking water.

SECTION III DEFINITIONS

- 1. **FAILURE TO SUPPLY** means **BODILY INJURY** or **PROPERTY DAMAGE** arising out of the **FAILURE TO SUPPLY** by a member power, water, gas or steam when required on demand, with sufficient production reserves and alternate switch-over possibilities.
- 2. **HOST/LIQUOR LIABILITY** means payment for the **MEMBER'S** liability for the sale or distribution of alcoholic beverage by reason of any local, State or Federal liquor control laws in force at the time of the **OCCURRENCE** (as defined herein) and includes indemnity for loss of means of support.
- 3. **INCIDENTAL MEDICAL MALPRACTICE** means **BODILY INJURY** or **PERSONAL INJURY** arising out of rendering of or failure to render emergency and/or first aid medical services (including the dispensing of medication) by a **MEMBER**.

However, **INCIDENTAL MEDICAL MALPRACTICE** does not include services provided by:

- (a) a hospital, clinic, or emergency room facility;
- (b) a physician, medical doctor, osteopath, chiropractor, resident, extern, or intern;
- (c) a psychiatrist;
- (d) a pharmacist;
- (e) a dentist, orthodontist or periodontist.

This exclusion does not apply to the duties of a Medical Director acting within the scope of his/her duties according to Florida Statute.

4. **OCCURRENCE** means an accident or a happening or event or a continuous or repeated exposure to conditions which results in unexpected and unintended **BODILY INJURY** or **PROPERTY DAMAGE**, or **PERSONAL INJURY** caused by a covered loss during the **COVERAGE PERIOD. ALL BODILY INJURIES** or **PERSONAL INJURIES** to one or more persons and/or **PROPERTY DAMAGE** arising out of an accident or happening or event or a continuous or repeated exposure to conditions shall be deemed one **OCCURRENCE**. Only one Coverage Document, on **SPECIFIC EXCESS LIMIT OF COVERAGE** is applicable to any one **OCCURRENCE**.
5. **SUBSIDENCE** means settling, sinking, slipping, falling away, caving in, shifting, eroding, rising, tilting or any other movement of land or earth.

SECTION IV AUTOMOBILE LIABILITY

SECTION IV SCHEDULE OF SPECIFIC EXCESS LIMITS OF COVERAGE

COVERAGE SECTION IV AUTOMOBILE LIABILITY:

EXCESS LIMIT OF COVERAGE for each **OCCURRENCE**:

All coverage's under SECTION IV combined: \$2,000,000 per MEMBER

Subject to the following sub limit:

Automobile Medical Payments	NOT COVERED
Uninsured/Underinsured Motorists	NOT COVERED As stated in Endorsement No. 2 per MEMBER
No Fault	As stated in Endorsement No. 9 per MEMBER
Association Aggregate Limit:	\$100,000,000 (Applies to ALL Liability Sections)

SECTION IV INSURING AGREEMENTS

- A. AUTOMOBILE LIABILITY:** The **ASSOCIATION** agrees, subject to the Coverage Document limitations, terms and conditions, to pay on behalf of the **MEMBER** for all sums which the **MEMBER** is obligated to pay by reason of the liability imposed upon the **MEMBER** by law or assumed by the **MEMBER** under contract or agreement, including non-owned and hired **AUTOMOBILES**, for damages direct or consequential, and expenses, all as more fully defined by the term **ULTIMATE NET LOSS**, arising out of any **OCCURRENCE** on account of **BODILY INJURY** including death at any time resulting there from, suffered or alleged to have been suffered by any person(s) or organization(s) and/or **PROPERTY DAMAGE** arising out of the ownership, maintenance or use of any **AUTOMOBILE**, occurring during the **COVERAGE PERIOD**.

It is understood and agreed that Non-Owned Automobile coverage shall include those automobiles owned by any Official, Employee or Volunteer of the **MEMBER**, only while the automobile(s) is used in the business or at the direction of the **MEMBER**. If the **MEMBER** has other insurance coverage against loss or damage covered under this Coverage Document, said other insurance, including but not limited to any excess and/or umbrella coverages, shall be considered **PRIMARY INSURANCE**. If the **ASSOCIATION** is liable, the coverage, limits, terms and conditions of this Coverage Document will apply only as **EXCESS COVERAGE** to said other insurance coverage.

- B. AUTOMOBILE MEDICAL PAYMENTS:** The **ASSOCIATION** agrees, subject to the Coverage Document limitations, terms and conditions, to pay on behalf of the **MEMBER** for all expenses incurred by the **MEMBER** for such immediate medical and surgical relief to others (except employee of the **MEMBER** injured in the course of their employment) as are necessary at the time of an **OCCURRENCE** on account of **BODILY INJURY** arising out of the use of any **AUTOMOBILE**.
- C. UNINSURED MOTORIST/UNDERINSURED MOTORIST:** Uninsured/Underinsured Motorist Coverage is afforded in respect of any **OCCURRENCE** to the minimum extent permitted by the law in the State in which each owned or hired **AUTOMOBILE** is principally

garaged, or as per schedule on file with the **ASSOCIATION**. This coverage applies only if a limit is stated in the **SCHEDULE OF SPECIFIC EXCESS LIMITS OF COVERAGE**.

- D. NO FAULT COVERAGE:** is afforded in respect of any **OCCURRENCE** to the minimum extent required of the **MEMBER** by law, if endorsed herein, with coverage subject to the terms and conditions of the endorsement.
- E. GARAGEKEEPERS LEGAL LIABILITY:** The **ASSOCIATION** agrees, subject to Coverage Document limitations, terms and conditions, to pay on behalf of the **MEMBER** for All Risks of Direct Physical Loss, for loss or damage to **AUTOMOBILES** left in the **MEMBER'S** care for parking or storage in the **MEMBER'S** parking facilities. The **ASSOCIATION** will pay on behalf of the **MEMBER** for the actual cash value of the **AUTOMOBILE(S)** at the time of loss, including the cost to rent a vehicle of like kind.

SECTION IV EXCESS LIMITS OF COVERAGE

The **ASSOCIATION'S EXCESS LIMIT OF COVERAGE** per **OCCURRENCE** for **SECTION IV AUTOMOBILE LIABILITY** is only for the Excess Limits, as stated in **SPECIFIC EXCESS COVERAGE**, not to exceed the **ASSOCIATION'S EXCESS LIMITS OF COVERAGE** as stated in **SECTION IV SCHEDULE OF SPECIFIC EXCESS LIMITS OF COVERAGE**.

If an Annual Aggregate applies to any coverage hereunder, the total Annual Aggregate **EXCESS LIMIT OF COVERAGE** for such coverage under this Section shall not exceed the limit as stated in the applicable Coverage Section of **SECTION IV SCHEDULE OF SPECIFIC EXCESS LIMITS OF COVERAGE**.

SECTION IV EXCLUSIONS

IN ADDITION TO THE GENERAL EXCLUSIONS OF THIS COVERAGE DOCUMENT THIS SECTION DOES NOT INSURE AGAINST:

- (a) Any claims for damages, whether direct or consequential, or for any cause of action which is covered under any other Section of this Coverage Document;
- (b) Any obligations for which the **MEMBER** may be held liable under any Workers' Compensation, disability benefits law, employers liability or under any similar law or to bodily injuries to any employee or to any liability for indemnity or contribution brought by any party for bodily injuries to any employee;
- (c) Covered **AUTOMOBILES** used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity;
- (e) In addition, **GENERAL COVERAGE DOCUMENT EXCLUSION (c)** is amended as follows:

SECTION IV AUTOMOBILE LIABILITY does not insure against the investigation, defense, loss, including loss of use, **BODILY INJURY** or **PROPERTY DAMAGE** caused by the release, discharge, dispersal, seepage or migration of **POLLUTANTS** anywhere, anytime, in any way, whether accidental or intentional, sudden or intermittent or continuous:

1. That are, or that contained any property that is:
 - (a) Being transported or towed by, or handled for movement into, into or from any **AUTOMOBILE** covered under this **SECTION IV**; or
 - (b) Otherwise in the course of transit by or on behalf of the **MEMBER**; or
 - (c) Being stored, disposed of, treated or processed in or upon an **AUTOMOBILE** covered under this **SECTION IV**; or
2. Before the **POLLUTANTS** or any property in which the **POLLUTANTS** are contained or are moved from the place where they are accepted by the **MEMBER** for movement into or into an **AUTOMOBILE** covered under this **SECTION IV**; or
3. After the **POLLUTANTS** or any property in which the **POLLUTANTS** are contained are moved from an **AUTOMOBILE** covered under this **SECTION IV** to the place where they are finally delivered, disposed of or abandoned by the **MEMBER**.

Notwithstanding the above exclusion, the General Coverage Document **POLLUTION** Exclusion (c), subparagraph (1)(a) only of this exclusion does not apply to fuels, lubricants, fluids, exhaust gases, or other similar **POLLUTANTS** that are needed for, or result from the normal electrical, hydraulic or mechanical functioning of an **AUTOMOBILE** covered under this **SECTION IV** or its parts, if:

- (1) The **POLLUTANTS** escape, seep, migrate, or are discharged, dispersed or released directly from an auto part designed by its manufacturer to hold, store, receive or dispose of such **POLLUTANTS**; and
- (2) The **BODILY INJURY** or **PROPERTY DAMAGE** or covered pollution cost or expense does not arise out of the operation of any equipment defined as **MOBILE EQUIPMENT**.

Paragraphs (2) and (3) above of this exclusion do not apply to accidents that occur away from premises owned by or rented to a **MEMBER** with respect to **POLLUTANTS** not in or upon an **AUTOMOBILE** covered under this **SECTION IV** if:

- (a) The **POLLUTANTS** or any property in which the **POLLUTANTS** are contained are upset, overturned or damaged as a result of the maintenance or use of an **AUTOMOBILE** covered under this **SECTION IV**; and
- (b) The discharge, dispersal, seepage, migration, release or escape of the **POLLUTANTS** is caused directly by such upset, overturn or damage.

SECTION IV DEFINITIONS

1. **OCCURRENCE** means an accident or a happening or event of a continuous or repeated exposure to conditions which results in unexpected or unintended **BODILY INJURY** or **PERSONAL INJURY** or **PROPERTY DAMAGE** during the **COVERAGE PERIOD**. All **BODILY** or **PERSONAL INJURIES** to continuous or repeated exposure to conditions shall be deemed an **OCCURRENCE**. Only one Coverage Document, and one **EXCESS LIMIT OF COVERAGE** is applicable to any one **OCCURRENCE**.

2. **MEMBER** means not only the **MEMBER** as defined in the **GENERAL COVERAGE DOCUMENT DEFINITIONS**, but under this **SECTION IV** also includes any person while using an owned or hired **AUTOMOBILE** with the permission of the **MEMBER**.

SECTION V PUBLIC OFFICIALS ERRORS AND OMISSIONS

THIS IS A CLAIMS MADE SECTION

THIS SECTION PROVIDES COVERAGE ON A CLAIM MADE BASIS. IT APPLIES ONLY TO CLAIMS MADE AGAINST THE MEMBER DURING THE COVERAGE PERIOD OR EXTENDED REPORTING PERIOD, IF APPLICABLE. PLEASE READ CAREFULLY.

THIS SECTION CONTAINS A COVERAGE DOCUMENT AGGREGATE

SECTION V SCHEDULE OF SPECIFIC EXCESS LIMITS OF COVERAGE

COVERAGE SECTION V :

EXCESS LIMIT OF COVERAGE for each **CLAIM**:

All coverages under SECTION V combined: \$2,000,000 per **MEMBER**
\$6,000,000 per **MEMBER** Annual Aggregate

Subject to the following sublimit:

**Claims arising under Florida Statute 70.001,
the “Bert J. Harris, Jr., Private Property
Rights Protection Act”**

\$300,000 each **CLAIM**, per **MEMBER**
\$300,000 per **MEMBER** Annual Aggregate

EEOC Administrative Hearings

\$ 2,500 each **CLAIM**, per **MEMBER**
\$250,000 Annual Aggregate

RETROACTIVE DATE:

Various – See Endorsement 3

Association Aggregate Limit:

\$100,000,000 (Applies to ALL Liability
Sections)

SECTION V INSURING AGREEMENTS

This **ASSOCIATION** agrees, subject to the Coverage Document Limitations, exclusions, terms and conditions to pay on behalf of the **MEMBER** for all sums which the **MEMBER** is legally obligated to pay, as more fully defined by the term **ULTIMATE NET LOSS**, by reason of a **WRONGFUL ACT**.

This coverage applies only if a **CLAIM** for damages because of a **WRONGFUL ACT** is a **CLAIM** first made against the **MEMBER** during this **COVERAGE PERIOD** or during the Extended Reporting Period of this coverage, if any.

The phrase “claim first made” shall be understood to have happened when notice of such **CLAIM, SUIT** or incident that may arise within the **COVERAGE PERIOD** is made to the **MEMBER**. Claims shall not be prejudiced if the **MEMBER**, through clerical oversight or clerical mistake, fails to notify the **ASSOCIATION** of any **WRONGFUL ACT**.

All claims based on or arising out of the same **WRONGFUL ACT** or a series of related **WRONGFUL ACTS** by one or more **MEMBERS** shall be considered a claim first made when the first of such claims is made. However, only one **ASSOCIATION’S EXCESS LIMIT OF COVERAGE** shall be applicable.

This inclusion hereunder of more than one **MEMBER** does not increase the **ASSOCIATION'S EXCESS LIMIT OF COVERAGE**.

SECTION V EXCESS LIMITS OF COVERAGE

The **ASSOCIATION'S EXCESS LIMIT OF COVERAGE** per **CLAIM** for **SECTION V PUBLIC OFFICIALS ERRORS AND OMISSIONS** is only for the Excess Limits as stated in the **SECTION V SPECIFIC EXCESS COVERAGE**, not to exceed the **ASSOCIATION'S EXCESS LIMITS OF COVERAGE** as stated in **SECTION V SCHEDULE OF SPECIFIC EXCESS LIMITS OF COVERAGE**.

The total Annual Aggregate **EXCESS LIMIT OF COVERAGE** for all **WRONGFUL ACTS** coverage under this Coverage Section combined during the **PERIOD OF COVERAGE** shall not exceed the limit stated in **SECTION V SCHEDULE OF SPECIFIC EXCESS LIMITS OF COVERAGE**.

SECTION V CONDITIONS

A. BASIC EXTENDED REPORTING PERIOD:

Basic Extended Reporting Period is automatically provided. This period starts with the end of the **COVERAGE PERIOD**, and lasts for (sixty) 60 days.

If, however, this Coverage Document and this Coverage Section is immediately succeeded by similar Claims Made coverage, with any insurer, on which the Retroactive Date is the same as or earlier than Retroactive Date shown in the **SECTION V SCHEDULE OF SPECIFIC EXCESS LIMITS OF COVERAGE** of this Coverage Document, the succeeding coverage shall be deemed to be a renewal of this Coverage Document, and the **MEMBER** shall have not right to an Extended Reporting Period from the **ASSOCIATION**.

The Basic Extended Reporting Period does not apply to **CLAIMS** that are covered under any subsequent coverage applicable to this Coverage Section which the **MEMBER** purchases, or that would have been covered but for exhaustion of the amount of coverage applicable to such **CLAIMS**.

B. SUPPLEMENTAL EXTENDED REPORTING PERIOD:

The **ASSOCIATION** will provide an Extended Reporting Period, as described below, if

- (a) This Coverage Document or this Coverage Section of this Coverage Document is canceled or non-renewed; or
- (b) The **ASSOCIATION** renews or replaces this Coverage Document, or this Coverage Section of this Coverage Document, with coverage that does not apply to **WRONGFUL ACTS** on a claims made basis.

A Supplemental Extended Reporting Period of one year duration is available but only by endorsement to this Coverage Document, at no additional premium. This supplemental period starts when the Basic Extended Reporting Period ends.

A Supplemental Extended Reporting Period beyond the one year duration is available with terms, conditions and costs to be determined.

The **MEMBER** must give the **ASSOCIATION** a written request for the endorsement within 30 days after the end of the **COVERAGE PERIOD**. This endorsement will set forth the terms consistent with the Coverage Section.

Coverage for **CLAIMS** received during such Supplemental Extended Reporting Period is excess over any other valid and collectible coverage available under any other policies.

Extended Reporting Periods do not reinstate or increase the applicable **EXCESS LIMIT OF COVERAGE**.

Extended Reporting Periods do not extend the **COVERAGE PERIOD** or change the scope of coverage provided within this Coverage Section. They apply to **CLAIMS** arising out of **WRONGFUL ACTS** that take place before the end of the period that this Coverage Document and this Coverage Section are in force. Once in effect, Extended Periods may not be canceled.

SECTION V EXCLUSIONS

IN ADDITION TO THE GENERAL EXCLUSIONS OF THIS COVERAGE DOCUMENT, THIS SECTION DOES NOT INSURE AGAINST:

- (a) Any **CLAIM** for damages, whether direct or consequential, for **BODILY INJURY, PERSONAL INJURY** or **PROPERTY DAMAGE**, or for any cause of action which is covered under any other Section of this Coverage Document;
- (b) Any **CLAIM** based upon or attributable to any **MEMBER** gaining in fact any profit or advantage to which they are not legally entitled including remuneration paid in violation of law (including Back Pay or Overtime) as determined by the Courts;
- (c) Any **CLAIM** for front or back pay awards, fringe benefits, educational expenses, overtime or similar damages, even if designated as liquidated damages, under any federal, state or local statute, rule, ordinance, or regulation.
- (d) Any **CLAIM** based upon or attributable to the rendering or failure to render any opinion, treatment, consultation or service if such opinion, treatment, consultation or service was rendered or failed to have been rendered unless acting within the scope of their duties as a **MEMBER**.
- (e) Loss arising out of or in any way involving any employee benefit plan except as covered under this **SECTION V PUBLIC OFFICIALS ERRORS & OMISSIONS** for discrimination;
- (f) **CLAIMS**, demands or actions seeking relief or redress in any form other than monetary damages, or any fees, costs or expenses which the **MEMBER** may be obligated to pay as a result of any adverse judgment for declaratory relief or injunctive relief except for EEOC Administrative Hearings;
- (g) Any cost, civil fine, penalty or expense against any **MEMBER** arising from any complaint or enforcement action from any federal, state or local governmental regulatory agency;

- (h) Any **CLAIM** for which the **MEMBER** is entitled to indemnity under any Coverage Document or policies the term of which has expired prior to the inception date of this Coverage Document, or for which the **MEMBER** would be entitled to indemnity except for the exhaustion of the limit of such prior coverage;
- (i) Any **CLAIM** arising out of all pending and prior litigation or hearing as well as future **CLAIMS** arising out of any pending or prior litigation or hearing. If this Coverage Document is renewal of a Coverage Document issued by the **ASSOCIATION**, this exclusion shall only apply with respect to **CLAIMS** arising out of any pending and prior litigation or hearing prior to the effective date of the first Coverage Document issued and continuously renewed by the **ASSOCIATION**;
- (j) Any **CLAIM** resulting from a **WRONGFUL ACT** committed prior to the Retroactive Date shown in **SECTION V SCHEDULE OF SPECIFIC EXCESS LIMITS OF COVERAGE**;
- (k) Any **CLAIM** based upon or attributable to any failure or omission of the **MEMBER** to effect or maintain coverage of any kind;
- (l) Any **CLAIM** brought as a counter-claim or cross claim by an **MEMBER** against any other **MEMBER**;
- (m) Loss arising out of any breach of contract.
- (n) Any **CLAIM** arising out of a lockout, strike, picket line, replacement or similar actions in connections with labor disputes or labor negotiations.

SECTION V DEFINITIONS

1. **CLAIM** means all notices or **SUITS** demanding payment of money based on or arising out of the same **WRONGFUL ACT** or a series of related **WRONGFUL ACTS** by one or more **MEMBERS**.

However, as respects to **EMPLOYMENT PRACTICE VIOLATION**, **CLAIM** means: all notices or suits demanding payment of money (excluding back pay or overtime pay determined by the Courts), or charges filed with the Equal Employment Opportunity Commission or comparable State agency based on or arising out of the same **WRONGFUL ACT** or a series of related **WRONGFUL ACTS** by one or more **ASSUREDS**.

SECTION VI EMPLOYEE BENEFIT LIABILITY

THIS IS A CLAIMS MADE SECTION

THIS SECTION PROVIDES COVERAGE ON A CLAIM MADE BASIS. IT APPLIES ONLY TO CLAIMS MADE AGAINST THE MEMBER DURING THE COVERAGE PERIOD OR EXTENDED REPORTING PERIOD, IF APPLICABLE. PLEASE READ CAREFULLY.

THIS SECTION CONTAINS A COVERAGE DOCUMENT AGGREGATE

SECTION VI SCHEDULE OF SPECIFIC EXCESS LIMITS OF COVERAGE

COVERAGE SECTION VI :

EXCESS LIMIT OF COVERAGE for each CLAIM:

All coverages under Section VI:	<u>\$2,000,000</u> per MEMBER
	<u>\$6,000,000</u> per MEMBER Annual Aggregate

Subject to the following sub limit:

RETROACTIVE DATE:	<u>Various – See Endorsement 4</u>
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Association Aggregate Limit:	\$100,000,000 (Applies to ALL Liability Section)
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SECTION VI INSURING AGREEMENTS

Subject to the Coverage Document limitations, terms and conditions, the **ASSOCIATION** will pay on behalf of the **MEMBER** for those sums that the **MEMBER** shall become legally obligated to pay as damages on account of any claim first made against the **MEMBER** during the **COVERAGE PERIOD** of this Coverage Document by any employee or beneficiary(ies) or legal representative(s) thereof, arising out of any **NEGLIGENT ACTS, ERRORS OR OMISSIONS** of the **MEMBER**, or any other person or organization for whose acts the **MEMBER** is legally liable in the administration of the **MEMBER'S EMPLOYEE BENEFITS PROGRAMS**.

The phrase "claim first made" shall be understood to have happened when notice of such **CLAIM, SUIT** or incident that may arise within the **COVERAGE PERIOD** is made to the **MEMBER**. **CLAIMS** shall not be prejudiced if the **MEMBER**, through clerical oversight or clerical mistake, fails to notify the **ASSOCIATION** of **CLAIMS** arising out of any **NEGLIGENT ACTS, ERRORS OR OMISSIONS**.

All **CLAIMS** based on or arising out of the same **NEGLIGENT ACTS, ERRORS OR OMISSIONS** or a series of related **NEGLIGENT ACTS, ERRORS OR OMISSIONS** by one or more **MEMBERS** shall be considered a **CLAIM** first made when the first such **CLAIMS** is made. However, only one **ASSOCIATION'S EXCESS LIMIT OF COVERAGE** shall be applicable.

SECTION VI EXCESS LIMITS OF COVERAGE

The **ASSOCIATION'S EXCESS LIMIT OF COVERAGE** per **CLAIM** for **SECTION VI EMPLOYEE BENEFITS LIABILITY** is only for the Excess Limits as stated in **SECTION VI SPECIFIC EXCESS COVERAGE**, not to exceed the **ASSOCIATION'S EXCESS LIMIT OF COVERAGE** as stated in **SECTION VI SPECIFIC EXCESS COVERAGE**.

The total Annual Aggregate **EXCESS LIMIT OF COVERAGE** under this Coverage Section combined during the **COVERAGE PERIOD** shall not exceed the limit stated in **SECTION VI SCHEDULE OF SPECIFIC EXCESS LIMITS OF COVERAGE**.

SECTION VI CONDITIONS

A. BASIC EXTENDED REPORTING PERIOD:

A Basic Extended Reporting Period is automatically provided. This period starts with the end of the **COVERAGE PERIOD**, and lasts for (sixty) 60 days.

If, however, this Coverage Document and this Coverage Section is immediately succeeded by similar Claims Made coverage, with any insurer, on which the Retroactive Date is the same as or earlier than the Retroactive Date shown in **SECTION VI SCHEDULE OF SPECIFIC EXCESS LIMITS OF COVERAGE** of this Coverage Document, the succeeding coverage shall be deemed to be a renewal of this Coverage Document, and the **MEMBER** shall have no right to an Extended Reporting Period from the **ASSOCIATION**.

The Basic Extended Reporting Period does not apply to **CLAIMS** that are covered under any subsequent coverage applicable to the Coverage Section with the **MEMBER** purchases, or that would have been covered but for exhaustion of the amount of coverage applicable to such **CLAIMS**.

B. SUPPLEMENTAL EXTENDED REPORTING PERIOD:

The **ASSOCIATION** will provide an Extended Reporting Period, as described below, if:

- (a) This Coverage Document or this Coverage Section of this Coverage Document is canceled or non-renewed; or
- (b) The Association renews or replaces this Coverage Document, or this Coverage Section of this Coverage Document, with coverage that does not apply to a **NEGLIGENT ACT, ERROR OR OMISSION** on a Claims Made basis.

A Supplemental Extended Reporting Period of one year duration is available but only by endorsement to this Coverage Document. This supplemental period starts when the Basic Extended Reporting Period ends.

The **MEMBER** must give the **ASSOCIATION** a written request for the endorsement within 30 days after the end of the **COVERAGE PERIOD**. This endorsement will set forth the terms consistent with the Coverage Section. Coverage for **CLAIMS** received during such Supplemental Extended Reporting Period is excess over any other valid and collectible coverage available under other policies.

Extended Reporting Periods do not reinstate or increase the applicable, **EXCESS LIMIT OF COVERAGE**.

Extended Reporting Periods do not extend the **COVERAGE PERIOD** or change the scope of coverage provided within this **COVERAGE SECTION**. They apply to **CLAIMS** arising out of **NEGLIGENT ACT, ERROR OR OMISSION** that take place before the end of the period that this Coverage Document and this Coverage Section are in force. Once in effect, Extended Reporting Periods may be canceled.

SECTION VI EXCLUSIONS

IN ADDITION TO THE GENERAL EXCLUSIONS OF THIS COVERAGE DOCUMENT THIS SECTION DOES NOT INSURE AGAINST;

- (a) Any **CLAIM** for damages, whether direct or consequential, or for any cause of action which is covered under any other Section of the Coverage Document;
- (b) Any **NEGLIGENT ACT, ERROR OR OMISSION** that is dishonest, fraudulent, criminal or malicious;
- (c) **BODILY INJURY, PERSONAL INJURY, or PROPERTY DAMAGE ;**
- (d) Any **CLAIM** based upon the **MEMBER'S** failure to comply with the Federal Employee Retirement Income Security Act of 1974 (ERISA), including subsequent amendments or any similar federal, state, or local law(s) or regulations;
- (e) Any **CLAIM** for failure of performance of a contract by any **MEMBER**, Insurer or Self Insurer;
- (f) Any **CLAIM** based upon the **MEMBER's** failure to comply with any law concerning workers' compensation, unemployment coverage, social security, or disability benefits;
- (g) Any **CLAIM** based upon failure of investments, including, but not limited to, stocks, bonds, funds, to perform as represented by a **MEMBER**;
- (h) Any **CLAIMS** based upon advice given by a **MEMBER** to participate or not participate in any stock subscription plans;
- (i) Any **CLAIM** arising out of actual or alleged discrimination including but not limited to discriminations based on race or national origin, religion or creed, age, sex, physical disability, military status, or employment practices whether or not any of the foregoing violated any federal, state or local government or regulation prohibiting such discrimination.
- (j) Any **CLAIM** arising from any **NEGLIGENT ACT, ERROR OR OMISSION** committed prior to the Retroactive Date shown in **SECTION VI SCHEDULE OF SPECIFIC EXCESS LIMITS OF COVERAGE**.

SECTION VI DEFINITIONS

- 1. **ADMINISTRATION** means:

- (a) Giving counsel to employees with respect to **EMPLOYEE BENEFITS PROGRAMS**;
- (b) Interpreting **EMPLOYEE BENEFITS PROGRAMS**;
- (c) Handling of records in connection with **EMPLOYEE BENEFITS PROGRAMS**; and
- (d) Effecting enrollment of employees under **EMPLOYEE BENEFITS PROGRAMS**;

Provided all such acts are authorized by the **NAMED MEMBER**.

- 2. **CLAIM** means all claims or **SUITS** based on, arising out of the same, **NEGLIGENT ACTS, ERRORS OR OMISSIONS** or a series of related **NEGLIGENT ACTS, ERRORS OR OMISSIONS** by one or more **MEMBERS**.
- 3. **NEGLIGENT ACT, ERROR OR OMISSIONS** means the failure to execute required actions, or mistaken actions committed in the **ADMINISTRATION** of the **MEMBER'S EMPLOYEE BENEFIT PROGRAMS**.

All **CLAIMS** based on or arising out of the same **NEGLIGENT ACT, ERRORS OR OMISSION** or a series of **NEGLIGENT ACTS, ERRORS OR OMISSIONS** by one or more **MEMBERS** shall be deemed a **NEGLIGENT ACT, ERRORS OR OMISSION**. Only one Coverage Document and one **SPECIFIC EXCESS LIMIT OF COVERAGE** is applicable to any one **NEGLIGENT ACT, ERROR OR OMISSION**.

PUBLIC RISK MANAGEMENT OF FLORIDA
PART C - WORKERS' COMPENSATION COVERAGE DOCUMENT

In return for the payment of a contribution, and subject to the terms, conditions, and exclusions contained herein, Public Risk Management of Florida (hereinafter referred to as the **ASSOCIATION**) agrees with you to provide coverage as stated in this Coverage Document.

DECLARATIONS

1. COVERAGES: Excess Workers' Compensation for a Qualified Self Insurer, as set forth in the Table of Contents.
2. ASSOCIATION: Public Risk Management of Florida (PRM)
3434 Hancock Bridge Pkwy, Suite 203
Fort Myers, FL 33903 USA
3. NAMED MEMBERS: As per Participating Members Schedule
4. COVERAGE PERIOD: Effective Date: October 1, 2024
Expiration Date: October 1, 2025
Both days at 12:01am Local Standard Time
5. MAINTENANCE DEDUCTIBLE: NOT APPLICABLE
6. DEDUCTIBLE: NIL unless otherwise stated in this Coverage Document or by Endorsement.

PART C - PARTICIPATING MEMBERS SCHEDULE

Effective Date: October 1, 2024. Expiration Date: October 1, 2025. Both days at 12:01am Local Standard Time.

PUBLIC RISK MANAGEMENT OF FLORIDA (hereinafter referred to as the **ASSOCIATION**) and Participating Members (hereinafter referred to as the **MEMBER**) as follows:-

ADMINISTRATIVE OFFICE OF THE COURTS TWENTIETH JUDICIAL CIRCUIT OF FLORIDA
BARRON WATER CONTROL DISTRICT
BARTOW MUNICIPAL AIRPORT AUTHORITY
TOWN OF BELLEAIR
CITY OF BELLE ISLE
CITY OF BELLE GLADE
CITY OF BROOKSVILLE
CITY OF CLEWISTON
CITY OF CRYSTAL RIVER
CITY OF DELAND
ENGLEWOOD WATER DISTRICT
CITY OF EUSTIS
CITY OF FLORIDA CITY
FLORIDA STATE FAIR AUTHORITY
CITY OF FORT MEADE
CITY OF FRUITLAND PARK
GLADES COUNTY AND CONSTITUTIONAL OFFICERS
CITY OF GROVELAND
CITY OF GULF BREEZE
CITY OF GULFPORT
HARDEE COUNTY AND CONSTITUTIONAL OFFICERS
HENDRY COUNTY AND CONSTITUTIONAL OFFICERS
HOLMES COUNTY AND CONSTITUTIONAL OFFICERS
CITY OF INDIAN ROCKS BEACH
TOWN OF INGLIS
CITY OF INVERNESS
VILLAGE OF ISLAMORADA
TOWN OF KENNETH CITY
CITY OF KEY WEST
CITY OF LABELLE
TOWN OF LADY LAKE
CITY OF LAKE MARY
TOWN OF LAKE PLACID
TOWN OF LANTANA
LEE COUNTY PORT AUTHORITY
LEVY COUNTY AND CONSTITUTIONAL OFFICERS
TOWN OF LONGBOAT KEY
CITY OF LONGWOOD
CITY OF LYNN HAVEN
CITY OF MAITLAND
TOWN OF MIAMI LAKES
CITY OF MOORE HAVEN
CITY OF NAPLES AIRPORT AUTHORITY
CITY OF NEWBERRY
CITY OF NEW PORT RICHEY
VILLAGE OF NORTH PALM BEACH

NORTHWEST FLORIDA BEACHES INTERNATIONAL AIRPORT
CITY OF OKEECHOBEE
OKEECHOBEE COUNTY AND CONSTITUTIONAL OFFICERS
OKEECHOBEE SOIL & WATER CONSERVATION DISTRICT
CITY OF ORANGE CITY
CITY OF OVIEDO
CITY OF PLANT CITY
VILLAGE OF PINECREST
CITY OF PORT RICHEY
CITY OF SAFETY HARBOR
CITY OF SEBRING
CITY OF SOUTH MIAMI
CITY OF SOUTH PASADENA
CITY OF ST. PETE BEACH
SUN 'N LAKE IMPROVEMENT DISTRICT
CITY OF TAVARES
CITY OF UMATILLA
CITY OF WAUCHULA
CITY OF ZEPHYRHILLS

**SECTION VII COVERAGE A EXCESS WORKERS COMPENSATION FOR
A QUALIFIED SELF-INSURER**

SECTION VII SCHEDULE OF SPECIFIC EXCESS LIMITS OF COVERAGE

EXCESS LIMIT OF COVERAGE for each **OCCURRENCE**:

All coverages under SECTION VII combined: Statutory Limits Workers' Compensation
\$2,000,000 Employers' Liability

This Coverage Section VII is part of the contract of coverage between the **NAMED MEMBER** and the **ASSOCIATION**. The only agreements relating to this coverage are stated in this Coverage Document. The terms of this coverage may not be changed or waived except by an endorsement made a part of this Coverage Document.

WHO IS INSURED: Under this Coverage Section, the **NAMED MEMBER** as stated in the Declarations Page. If the **NAMED MEMBER** is a partnership or joint venture, each partner or member of the joint venture is insured only in the capacity as employer of employees of the partnership or joint venture.

SELF INSURED RETENTION AND EXCESS LIMITS OF COVERAGE

SELF INSURED RETENTION: The **ASSOCIATION** shall pay on behalf of the **MEMBER** all sums up to the amount stated in the **SCHEDULE OF ASSOCIATION SELF INSURED RETENTIONS**.

EXCESS LIMITS OF COVERAGE: The **ASSOCIATION** shall pay on behalf of the **MEMBER** for sums over the amount stated as the **SELF INSURED RETENTION** in the **SCHEDULE OF ASSOCIATION SELF INSURED RETENTIONS**. The **EXCESS LIMITS OF COVERAGE** for **WORKERS' COMPENSATION** will not exceed the Excess Limits stated in **SECTION VII SCHEDULE OF SPECIFIC EXCESS LIMITS OF COVERAGE**. The total indemnity for **WORKERS' COMPENSATION** and **EMPLOYERS LIABILITY** combined will not exceed in any event the Excess Limits stated in **SECTION VII SCHEDULE OF SPECIFIC EXCESS LIMITS OF COVERAGE**.

The **ASSOCIATION** is only liable for the **ULTIMATE NET LOSS** in excess of the applicable **SELF INSURED RETENTION** and not more than the **EXCESS LIMIT OF COVERAGE** shown in **SECTION VII SCHEDULE OF SPECIFIC EXCESS LIMITS OF COVERAGE**.

The **ASSOCIATION'S** duty to pay ends when the applicable **EXCESS LIMIT OF COVERAGE** is exhausted by the payment of the **ULTIMATE NET LOSS**.

**HOW THE SELF INSURED RETENTION AND EXCESS LIMITS OF
COVERAGE APPLY**

The **SELF INSURED RETENTION** and **EXCESS LIMITS OF COVERAGE** apply to sums paid by the **MEMBER** as a **QUALIFIED SELF-INSURER OF WORKERS' COMPENSATION** and **EMPLOYERS LIABILITY** as follows:

- (1) To one or more employees because of **BODILY INJURY** or death in any one **ACCIDENT**.
- (2) To any one employee for **BODILY INJURY** or death by disease.

The coverage under this Section applies separately to each **MEMBER** against whom claims are made or **SUITS** are brought, but the inclusion of more than one legal entity as **MEMBER**, as stated on the Declarations page, will not increase the **SELF INSURED RETENTION** nor the **EXCESS LIMITS OF COVERAGE**.

SECTION VII COVERAGE A INSURING AGREEMENT

The **ASSOCIATION** agrees to pay on behalf of the **MEMBER** promptly when due for those sums that the **MEMBER** shall become legally obligated to pay as a qualified self-insurer under **WORKERS' COMPENSATION LAW**, subject to this Coverage Document, this Coverage Section and the exclusions that follow.

This coverage applies to **BODILY INJURY** by **ACCIDENT** or **BODILY INJURY** by disease including resulting death, provided:

- (1) The **BODILY INJURY** by **ACCIDENT** occurs during the **COVERAGE PERIOD** this Coverage Document and this coverage are in force; or
- (2) The **BODILY INJURY** by disease is caused or aggravated by the conditions of employment by the **MEMBER**. The employee's last day of last exposure to those conditions of that employment causing or aggravating such **BODILY INJURY** by disease must occur during the **COVERAGE PERIOD** this Coverage Document and this coverage are in force.

SECTION VII COVERAGE A EXCLUSIONS

IN ADDITION TO THE GENERAL EXCLUSIONS OF THIS COVERAGE DOCUMENT, THIS SECTION DOES NOT INSURE AGAINST:

- (1) Any claims for damages, whether direct or consequential, or for any cause of action which is covered under any other Section of this Coverage Document;
- (2) Loss payable under the **WORKERS' COMPENSATION LAW** of any **STATE** if the **MEMBER** is protected from the loss by any other coverage;
- (3) Punitive or exemplary claims because of:
 - (i) **BODILY INJURY** any employee;
 - (ii) The **MEMBER'S** conduct of anyone acting for the **MEMBER** in investigations, trial or settlement, or failure to pay, or delay in payment of any **WORKERS' COMPENSATION CLAIM**;
 - (iii) The **MEMBER'S** failure to comply with any health or safety law or regulation or any **WORKERS' COMPENSATION LAW**;
- (4) Any payment made by the **MEMBER** arising out of operations for which the **MEMBER** has rejected any **WORKERS' COMPENSATION LAW**;
- (5) Any assessment made upon self-insurers, whether imposed by statute, regulation or otherwise.

SECTION VII COVERAGE B EXCESS EMPLOYERS LIABILITY SECTION VII COVERAGE B INSURING AGREEMENT

The **ASSOCIATION** agrees to pay on behalf of the **MEMBER** promptly for **DAMAGES** that the **MEMBER** is legally obligated to pay as a qualified self-insurer of employer's liability, subject to this Coverage Document, this Coverage Section and the exclusions that follow.

This coverage applies to **BODILY INJURY** by **ACCIDENT** or disease which arises out of and in the course of the injured employee's employment by the **MEMBER**, provided:

- (1) The **BODILY INJURY** by **ACCIDENT** occurs during the **COVERAGE PERIOD** this Coverage Document and this coverage are in force; or
- (2) The **BODILY INJURY** by disease is caused or aggravated by the conditions of employment by the **MEMBER**. The employee's last day of last exposure to those conditions of that employment causing or aggravating such **BODILY INJURY** by disease must occur during the **COVERAGE PERIOD** this Coverage Document and this coverage are in force; and the employment by the **MEMBER** is necessary or incidental to work conducted by the **MEMBER** in the State of hire, or as covered under **COVERAGE C OTHER STATES EXCESS WORKERS' COMPENSATION EXTENSION**.

Indemnity by the **ASSOCIATION** shall be made only if the original **SUIT** and any related legal action for **BODILY INJURY** by **ACCIDENT** or disease is brought in the **UNITED STATES OF AMERICA**, its territories or possessions.

Furthermore, the **SELF INSURED RETENTION & EXCESS LIMITS OF COVERAGE** for **BODILY INJURY** by disease applies separately to each employee.

SECTION VII COVERAGE B EXCLUSIONS

IN ADDITION TO THE GENERAL EXCLUSIONS OF THIS COVERAGE DOCUMENT, THIS SECTION DOES NOT INSURE AGAINST:

- (a) Any claims for damages, whether direct or consequential, or for any cause of action which is covered under any other Section of this Coverage Document;
- (b) Liability assumed under a contract or agreement; however, this exclusion does not apply to a warranty that the **MEMBER'S** work will be done in a workmanlike manner;
- (c) Punitive or exemplary **DAMAGES**;
- (d) **BODILY INJURY** to an employee while employed in violation of law;
- (e) **DAMAGES** arising out of operations for which the **MEMBER** or the **MEMBER'S** supervisory personnel has:
 - (i) Violated or failed to comply with any **WORKERS' COMPENSATION LAW**;
 - (ii) Rejected any **WORKERS' COMPENSATION LAW**;
 - (iii) Intentionally caused or aggravated **BODILY INJURY**;
- (f) Any obligation imposed by an workers' compensation, occupational disease, unemployment compensation, or disability benefits law, or any similar law;
- (g) **BODILY INJURY** occurring outside the United States of America, its territories or possessions. This exclusion does not apply to **BODILY INJURY** to a citizen or resident or

the United States of America who is temporarily working outside these countries for the **MEMBER**;

- (h) **DAMAGES** arising out of the:
- (i) Merchant Marine Act of 1920 known as the Jones Act, 46 U.S. Code, Section 688, 1970;
 - (ii) Federal Employers Liability Act (F.E.L.A.), 45 U.S. Code, Section 51-60, 1970;
 - (iii) U.S. Longshoremen's and Harbor Workers Compensation Act (U.S.L.&H Act);
 - (iv) Defense Base Act, U.S. Code (1946) Title 42, Sections 1651-54, Public Law. 77th Congress as amended;
 - (v) Outer Continental Shelf Lands Act, U.S. Code (1946) Title 33, Sections 901-49 as extended by Act of August 7, 1953, Public Law 212, 83rd Congress; or Section 8171, Public Law 85-538, 85th Congress.

And any other federal workers or workmen's compensation law or other federal occupational disease law, or any amendments to these laws.

SECTION VII COVERAGE C OTHER STATES EXCESS WORKERS' COMPENSATION EXTENSION

This coverage extension applies in other **STATES** than the **STATE** of hire if an employee of the **MEMBER** is injured in such a **STATE** and if the work of such injured employee of the **MEMBER** was within the scope of such employee's employment, at the direction of the **MEMBER**, and was temporary and transitory in such other **STATE** provided the **MEMBER** is not insured or a qualified self-insurer in such other **STATE**.

All of the exclusions applicable to **SECTION VII COVERAGE A WORKERS' COMPENSATION** shall apply to this coverage extension.

SECTION VII CONDITIONS

COVERAGE DOCUMENT CONFORMS TO LAW: If terms of the Coverage Section are in conflict with any **STATE** law applicable to coverage provided herein, this statement amends this Section to conform to such law.

SECTION VII DEFINITIONS

1. **ACCIDENT** means each accident or occurrence or series of accidents or occurrences arising out of any one event. An **ACCIDENT** is deemed to end 72 hours after the event commences. Each subsequent 72 hours is deemed to be a separate **ACCIDENT** period. Disease means an **ACCIDENT** only if it results in **BODILY INJURY** directly caused from the **ACCIDENT**.
2. **DAMAGES** means those amounts which the **MEMBER** is obligated to pay due to **BODILY INJURY** by **ACCIDENT** or disease for:
 - (a) which the **MEMBER** is liable to third party by reason of a **CLAIM, SUIT**, or proceeding against the **MEMBER** to recover damages obtained from the third party;
 - (b) care and loss of services of an injured employee of the **MEMBER**;
 - (c) consequential **BODILY INJURY** to a spouse, child, parent, brother or sister of the injured employee of the **MEMBER**;Provided such **DAMAGES** in (a), (b) and (c) above are the direct consequence of **BODILY INJURY** that arises out of and in the course of the injured employee's employment by the **MEMBER**;

- (d) **BODILY INJURY** to an employee of the **MEMBER** arising out of and in the course of employment, claimed against the **MEMBER** in a capacity other than as employer.
- 3. **STATE** means any state of the United States of America and of District of Columbia.
- 4. **SUIT** means a civil proceeding in which **BODILY INJURY** to which this coverage applies are alleged. **SUIT** includes;
 - (a) An arbitration proceeding in which such **BODILY INJURY** is claimed and to which the **MEMBER** submits to with the **ASSOCIATION** consent.
 - (b) Any other alternative dispute resolution proceeding in which such **BODILY INJURY** is claimed and to which the **MEMBER** submits to with the **ASSOCIATION** consent.
- 5. **WORKERS' COMPENSATION LAW** means the workers' or workmen's compensation law and occupational disease law of each State of hire, or as covered under **SECTION VII COVERAGE C OTHER STATES EXCESS WORKERS' COMPENSATION EXTENSION**. It includes any amendments to those laws which are in effect during the period

ENDORSEMENT attaching to and forming part of the PRM Coverage Document issued by Public Risk Management of Florida

Endorsement No. 1

Effective date of this endorsement: October 1, 2024

PUBLIC OFFICIALS' ERRORS & OMISSIONS REPORTING PROVISIONS

It is understood and agreed that the Public Officials Error and Omissions coverage part of the Coverage Document shall be considered applicable, subject to all of its terms, provisions and conditions to a **CLAIM** or a cause of action, first made in accordance with the reporting provisions of this Coverage Document, against the **MEMBER**, within the effective date of this Coverage Document, which is not covered by the Public Officials Errors and Omissions coverage part of the Coverage Document solely because:

- 1) the coverage for such a **CLAIM** or cause of action is contained within the Comprehensive General Liability coverage part of this Coverage Document, rather than the Public Officials Errors and Omissions coverage part of the Coverage Document, and that the **CLAIM** or cause of action arises out of an occurrence prior to the effective date of this Coverage Document (but subsequent to the Retroactive Date); and
- 2) the **MEMBER** would have had coverage available to it for such a **CLAIM** or cause of action under the **MEMBER'S** Coverage Document immediate proceeding, without interruption, Public Officials Errors and Omissions coverage, under a claims made form, if the **CLAIM** or cause of action has been first made within the Coverage Document period of that immediate proceeding claims made coverage.

Except as amended in this Endorsement, this insurance is subject to all coverage terms, clauses and conditions in the Coverage Document to which this Endorsement is attached.

ENDORSEMENT attaching to and forming part of PRM Coverage Document issued by Public Risk Management of Florida

Endorsement No. 2

Effective date of this endorsement: October 1, 2024

SECTION IV AUTOMOBILE LIABILITY

It is understood and agreed by all parties that Uninsured and Underinsured Motorists coverage has been rejected by the **ASSOCIATION** and its **MEMBERS**.

Except as amended in this Endorsement, this insurance is subject to all coverage terms, clauses and conditions in the Coverage Document to which this Endorsement is attached.

ENDORSEMENT attaching to and forming part of PRM Coverage Document issued by Public Risk Management of Florida

Endorsement No. 3

Effective date of this endorsement: October 1, 2024

It is understood and agreed that the Retroactive Date in respect of Public Officials Errors and Omissions shall be as follows in respect of the below mentioned **MEMBERS**:

- (a) October 1, 1986 - **CITY OF NEW PORT RICHEY**
- (b) October 1, 1987 - **GLADES COUNTY AND CONSTITUTIONAL OFFICERS
HENDRY COUNTY AND CONSTITUTIONAL OFFICERS
CITY OF LABELLE
TOWN OF LONGBOAT KEY
PUBLIC RISK MANAGEMENT OF FLORIDA**
- (b) October 1, 1988 - **CITY OF GULFPORT
HARDEE COUNTY AND CONSTITUTIONAL OFFICERS
CITY OF MOORE HAVEN
CITY OF SEBRING
CITY OF WAUCHULA**
- (c) October 1, 1989 - **CITY OF TAVARES
CITY OF CLEWISTON
TOWN OF LAKE PLACID**
- (d) October 1, 1990 - **CITY OF ZEPHYRHILLS
CITY OF OVIEDO
CITY OF DELAND
BARRON WATER CONTROL DISTRICT**
- (g) November 1, 1990 - **CITY OF LONGWOOD
CITY OF FLORIDA CITY
TOWN OF LANTANA
CITY OF MAITLAND**
- (h) February 2, 1991 - **CITY OF OKEECHOBEE**
- (i) October 1, 1991 - **CITY OF SAFETY HARBOR**
- (j) January 1, 1992 - **OKEECHOBEE COUNTY AND CONSTITUTIONAL OFFICERS**
- (k) October 1, 1992 - **TOWN OF BELLEAIR
CITY OF BELLE GLADE
TOWN OF KENNETH CITY
CITY OF SOUTH PASADENA
CITY OF FORT MEADE
CITY OF EUSTIS**

- (l) October 1, 1993 - **CITY OF PORT RICHEY
LEVY COUNTY AND CONSTITUTIONAL OFFICERS**
- (m) January 1, 1994 - **CITY OF LAKE MARY**
- (n) October 1, 1994 - **CITY OF BROOKSVILLE**
- (o) October 1, 1997 - **TOWN OF LADY LAKE
HOLMES COUNTY AND CONSTITUTIONAL OFFICERS**
- (p) October 1, 2000- **CITY OF ORANGE CITY
CITY OF KEY WEST
TOWN OF INGLIS
LEE COUNTY PORT AUTHORITY
CITY OF FRUITLAND PARK**
- (q) October 1, 2001 **CITY OF NEWBERRY**
- (r) October 1, 2010- **NORTHWEST FLORIDA BEACHES INTERNATIONAL AIRPORT
CITY OF SOUTH MIAMI
CITY OF LYNN HAVEN**
- (s) October 1, 2011 **CITY OF NAPLES AIRPORT AUTHORITY
TOWN OF MIAMI LAKES
GAINESVILLE-ALACHUA COUNTY REGIONAL AVIATION
AUTHORITY
BARTOW MUNICIPAL AIRPORT DEVELOPMENT AUTHORITY
CITY OF GROVELAND
ENGLEWOOD WATER DISTRICT**
- (t) October 1, 2012 - **ADMINISTRATIVE OFFICE OF THE COURTS TWENTIETH
JUDICIAL CIRCUIT OF FLORIDA
FLORIDA STATE FAIR AUTHORITY
SEMINOLE COUNTY PORT AUTHORITY**
- (u) October 1, 2015 - **VILLAGE OF PINECREST**
- (v) October 1, 2017 - **CITY OF INVERNESS**
- (w) October 1, 2019 - **CITY OF BELLE ISLE
VILLAGE OF ISLAMORADA**
- (x) October 1, 2020 - **CITY OF GULF BREEZE**
- (y) October 1, 2022 - **OKEECHOBEE SOIL AND WATER CONSERVATION DISTRICT**

Except as amended in this Endorsement, this insurance is subject to all coverage terms, clauses and conditions in the Coverage Document to which this Endorsement is attached.

ENDORSEMENT attaching to and forming part of PRM Coverage Document issued by Public Risk Management of Florida

Endorsement No. 4

Effective date of this endorsement October 1, 2024

It is understood and agreed that the Retroactive Date in respect of Employee Benefits Liability shall be as follows in respect of the below mentioned **MEMBERS:-**

- (a) October 1, 1987 - **GLADES COUNTY AND CONSTITUTIONAL OFFICERS
HENDRY COUNTY AND CONSTITUTIONAL OFFICERS
CITY OF LABELLE
TOWN OF LONGBOAT KEY
PUBLIC RISK MANAGEMENT OF FLORIDA**
- (b) October 1, 1988 - **HARDEE COUNTY AND CONSTITUTIONAL OFFICERS
CITY OF MOORE HAVEN
CITY OF SEBRING
CITY OF WAUCHULA**
- (c) October 1, 1989 - **CITY OF CLEWISTON
CITY OF TAVARES**
- (d) October 1, 1990 - **CITY OF ZEPHYRHILLS
BARRON WATER CONTROL DISTRICT
CITY OF FLORIDA CITY
TOWN OF LANTANA
CITY OF MAITLAND
CITY OF DELAND**
- (e) October 1, 1991 - **CITY OF GULFPORT
CITY OF SAFETY HARBOR**
- (f) October 1, 1992 - **TOWN OF BELLEAIR
CITY OF EUSTIS
CITY OF FORT MEADE
TOWN OF KENNETH CITY
CITY OF SOUTH PASADENA**
- (g) October 1, 1993 - **CITY OF NEW PORT RICHEY
CITY OF PORT RICHEY**
- (h) January 1, 1994 - **CITY OF LAKE MARY**
- (i) October 1, 1994 - **CITY OF LONGWOOD
CITY OF BROOKSVILLE**
- (j) January 1, 1996 - **OKEECHOBEE COUNTY AND CONSTITUTIONAL OFFICERS**

(k)	October 1, 1996 -	CITY OF BELLE GLADE
(l)	October 11, 1996 -	TOWN OF LAKE PLACID
(m)	October 1, 1997 -	TOWN OF LADY LAKE LEVY COUNTY AND CONSTITUTIONAL OFFICERS
(n)	October 1, 1998 -	CITY OF OVIEDO HOLMES COUNTY AND CONSTITUTIONAL OFFICERS
(o)	February 2, 1999 -	CITY OF OKEECHOBEE
(p)	October 1, 2000-	CITY OF ORANGE CITY CITY OF KEY WEST TOWN OF INGLIS LEE COUNTY PORT AUTHORITY CITY OF FRUITLAND PARK
(q)	October 1, 2001-	CITY OF NEWBERRY
(r)	October 1, 2010-	NORTHWEST FLORIDA BEACHES INTERNATIONAL AIRPORT CITY OF LYNN HAVEN
(s)	October 1, 2011	CITY OF NAPLES AIRPORT AUTHORITY TOWN OF MIAMI LAKES GAINESVILLE-ALACHUA COUNTY REGIONAL AVIATION AUTHORITY BARTOW MUNICIPAL AIRPORT DEVELOPMENT AUTHORITY CITY OF GROVELAND ENGLEWOOD WATER DISTRICT
(t)	October 1, 2012	ADMINISTRATIVE OFFICE OF THE COURTS TWENTIETH JUDICIAL CIRCUIT OF FLORIDA FLORIDA STATE FAIR AUTHORITY SEMINOLE COUNTY PORT AUTHORITY
(u)	October 1, 2015 -	VILLAGE OF PINECREST
(v)	October 1, 2017	CITY OF INVERNESS
(w)	October 1, 2019 -	CITY OF BELLE ISLE VILLAGE OF ISLAMORADA
(x)	October 1, 2020	CITY OF SOUTH MIAMI
(y)	October 1, 2021	CITY OF GULF BREEZE
(z)	October 1, 2022 -	OKEECHOBEE SOIL AND WATER CONSERVATION DISTRICT
(ab)	October 1, 2023 -	CITY OF PLANT CITY

Except as amended in this Endorsement, this coverage is subject to all coverage terms, clauses and conditions in the Coverage Document to which this Endorsement is attached.

ENDORSEMENT attaching to and forming part of PRM Coverage Document issued by Public Risk Management of Florida

Endorsement No. 5

Effective date of this endorsement: October 1, 2024

**SEXUAL MISCONDUCT
CLAIMS MADE**

SECTION V PUBLIC OFFICIALS ERRORS AND OMISSIONS coverage is amended to include the following:

Coverage is provided for claims made against the **MEMBER** (as defined within this endorsement) arising out of **SEXUAL MISCONDUCT** by any employee, official or any volunteer worker of the **MEMBER**. This coverage is subject to the terms, conditions, exclusions and reporting provisions of the Coverage Document to which this extension of coverage is attached, and to the following special conditions and limitations:

1. There is no liability for any claims made against the **MEMBER** during the **PERIOD OF INSURANCE** or during the Extended Reporting Period for **SEXUAL MISCONDUCT** committed or alleged to have been committed prior to the Retroactive Date or after the Expiration Date of the **PERIOD OF INSURANCE**.
2. All claims arising from **SEXUAL MISCONDUCT** by one person or several persons acting in concert, will be deemed to be one claim, made at the time the first of these claims is made, regardless of the number of persons actually or allegedly acted upon, or the number of acts prior to or after the first claim made, or the period of time over which these acts take place, whether the actual or alleged acts of **SEXUAL MISCONDUCT** are after the Expiration Date of the **PERIOD OF INSURANCE**. Accordingly, only one **SELF INSURED RETENTION** and **EXCESS LIMIT OF INSURANCE** shall apply.
3. If a claim is first made against the **MEMBER** during the **PERIOD OF INSURANCE** or during the Extended Reporting Period of this Coverage Document, due to an act of **SEXUAL MISCONDUCT** committed or alleged to have been committed between the Retroactive Date and the Expiration Date of the **PERIOD OF INSURANCE**, then the **ASSOCIATION** will treat any claim made against the **MEMBER** as made on the date when notice of such claim is first made to the **MEMBER**.
4. The **ASSOCIATION** will not make payment for any loss or for any defense costs for any employee, official or volunteer worker.
5. Limits: \$2,000,000 per **MEMBER** per **CLAIM**/\$3,000,000 Annual Aggregate. These limits are part of, and not in addition to the Public Officials Liability Excess Limit of Insurance.
6. The coverage extension under this endorsement does not increase the **SELF INSURED RETENTION** nor the **LIMITS OF LIABILITY** of this Coverage Document.
7. The Retroactive Date shall be October 1, 1999, or date of approval, whichever is later.
8. There is no liability hereunder for any claims made against the **MEMBER** arising out of **SEXUAL MISCONDUCT** by any employee, official or volunteer worker committed after first discovery by any of the **MEMBER'S** officials, trustees, directors, officers, or partners of **SEXUAL MISCONDUCT** by such employee, official or volunteer worker hired by the **MEMBER**. However, discovery does NOT include discovery by an official, trustee, director, officer, or partner who committed such **SEXUAL MISCONDUCT**.
9. The coverage extension under this endorsement does not apply to **SEXUAL HARASSMENT**, or to any claims arising from actual or alleged physical abuse arising out of **SEXUAL HARASSMENT**.

DEFINITIONS

MEMBER: For the purposes of this Endorsement only, **MEMBER** means the entity listed on the schedule below. **MEMBER** does not include any employee, official or volunteer worker.

SEXUAL MISCONDUCT means a course of conduct that causes **BODILY INJURY**, or **PERSONAL INJURY** arising from that **BODILY INJURY**, from sexual abuse, sexual molestation, sexual assault, sexual exploitation, and/or physical sexual injury.

SEXUAL HARASSMENT means a course of conduct that causes **PERSONAL INJURY** in the course employment, due to conduct of a sexual nature, including sexual advances, requests for sexual favors and other such actions.

COVERED MEMBERS

Eff.	October 1, 1999	City of Belle Glade Town of Lady Lake Town of Lake Placid City of Lake Mary City of Gulfport Hardee County BOCC Town of Kenneth City w City of New Port Richey Okeechobee Co BOCC City of Sebring City of St. Pete Beach City of Safety Harbor City of South Pasadena City of Wauchula
Eff.	February 1, 2000	City of Clewiston City of Oviedo
Eff.	March 1, 2000	Town of Longboat Key
Eff.	May 1, 2000	Town of Belleair
Eff.	October 1, 2002	Sun 'N Lake of Sebring Improvement District
Eff.	October 1, 2016	City of Newberry
Eff.	March 18, 2019	Lee County Port Authority
Eff.	October 1, 2019	City of Fort Meade City of Maitland City of Crystal River
Eff.	October 1, 2020	City of Eustis City of Key West City of Okeechobee Village of North Palm Beach

Eff.	October 1, 2022	Barron Water Control District & Port LaBelle Community Development District City of Brooksville City of Fruitland Park Florida State Fair Authority City of Inverness Town of Lantana Administrative Office Of The Courts Twentieth Judicial Circuit Of Florida Levy County BOCC City of Longwood City of Lynn Haven Northwest Florida Beaches International Airport Village of Pinecrest City of Port Richey Seminole County Port Authority City of Tavares City of Zephyrhills
Eff.	October 1, 2023	City of Orange City
Eff.	October 1, 2024	City of Florida City

Except as amended in this Endorsement, this coverage is subject to all coverage terms, clauses and conditions in the Coverage Document to which this Endorsement is attached.

ENDORSEMENT attaching to and forming part of PRM Coverage Document issued by Public Risk Management of Florida

Endorsement No. 6

Effective date of this endorsement: October 1, 2024

It is understood and agreed that **SECTION V PUBLIC OFFICIALS ERRORS AND OMISSIONS** of the Coverage Document is deleted in its entirety in respect of the following **MEMBERS**

City of Crystal River
City of Indian Rocks Beach
City of St. Pete Beach
Sun 'N Lake of Sebring Improvement District
Village of North Palm Beach
City of Umatilla

and replaced by the following in respect of any **WRONGFUL ACT**, other than that arising out of **SEXUAL MISCONDUCT**, as provided under Endorsement No. 6 when the coverage terms and conditions of **SECTION V** of the Coverage Document shall apply:-

**SECTION V PUBLIC OFFICIALS ERRORS AND OMISSIONS
THIS SECTION CONTAINS A COVERAGE DOCUMENT AGGREGATE**

SECTION V SCHEDULE OF SPECIFIC EXCESS LIMITS OF COVERAGE

COVERAGE SECTION V:

EXCESS LIMIT OF COVERAGE for each OCCURRENCE:

All coverages under SECTION V combined: \$2,000,000 per **MEMBER**
\$6,000,000 per **MEMBER** Annual Aggregate

Subject to the following sublimit:

**Claims arising under Florida Statute 70.001,
the "Bert J. Harris, Jr., Private Property
Rights Protection Act"**

\$300,000 each **OCC**, per **MEMBER**
\$300,000 per **MEMBER** Annual Aggregate

EEOC Administrative Hearings

\$ 2,500
\$250,000 Annual Aggregate

SECTION V INSURING AGREEMENTS

The **ASSOCIATION** agrees, subject to the Coverage Document limitations, exclusions, terms and conditions to pay on behalf of the **MEMBER** all sums which the **MEMBER** is legally liable by reason of a **WRONGFUL ACT**.

This coverage applies only if a **CLAIM** for damages arises out of a **WRONGFUL ACT** committed during the **COVERAGE PERIOD**. As respects a series of related **WRONGFUL ACTS** by one or more **MEMBERS**, the **WRONGFUL ACT** shall be deemed to have been committed at the time of the first of such acts or alleged acts. This coverage does not apply to **WRONGFUL ACTS** committed prior to or after the **COVERAGE PERIOD**, however as respects a series of related **WRONGFUL ACTS** by one or more **MEMBERS** taking place over more than one **COVERAGE PERIOD**, the **WRONGFUL ACT** shall be deemed to have been committed during the first **COVERAGE PERIOD** in which the first of such acts or alleged acts took place and only that Coverage Document's **EXCESS LIMIT OF COVERAGE** and **SELF INSURED RETENTION** shall apply.

The inclusion hereunder of more than one **MEMBER** does not increase the **ASSOCIATION'S EXCESS LIMIT OF COVERAGE**.

EXCESS LIMITS OF COVERAGE

The **ASSOCIATION'S EXCESS LIMIT OF COVERAGE** per **OCCURRENCE** for **SECTION V PUBLIC OFFICIALS ERRORS AND OMISSIONS** is only for the Excess Limits as stated in **SECTION V SPECIFIC EXCESS COVERAGE**, over the **SELF INSURED RETENTION** as stated in the **SCHEDULE OF ASSOCIATION SELF INSURED RETENTIONS**, not to exceed the **ASSOCIATION'S EXCESS LIMITS OF COVERAGE** as stated in the **SCHEDULE OF SPECIFIC EXCESS LIMITS OF COVERAGE**.

The **ASSOCIATION'S** duty to pay on behalf of the **MEMBER** ends when the applicable **EXCESS LIMIT OF COVERAGE** is exhausted by the payment of the **ULTIMATE NET LOSS**.

The total Annual Aggregate **EXCESS LIMIT OF COVERAGE** for all **WRONGFUL ACTS** coverage under this Coverage Section combined during the **COVERAGE PERIOD** shall not exceed the limit stated in the **SCHEDULE OF SPECIFIC EXCESS LIMITS OF COVERAGE**.

SECTION V EXCLUSIONS

IN ADDITION TO THE GENERAL EXCLUSIONS OF THIS COVERAGE DOCUMENT, THIS SECTION DOES NOT INSURE AGAINST:

- (a) Any **CLAIM** for damages, whether direct or consequential, for **BODILY INJURY, PERSONAL INJURY** or **PROPERTY DAMAGE**, or for any cause of action which is covered under any other Section of this Coverage Document;
- (b) Any **CLAIM** based upon or attributable to any **MEMBER** gaining in fact any profit or advantage to which they are not legally entitled including remuneration paid in violation of law (including Back Pay or Overtime) as determined by the Courts;
- (c) Any **CLAIM** for front or back pay awards, fringe benefits, educational expenses, overtime or similar damages, even if designated as liquidated damages, under any federal, state or local statute, rule, ordinance, or regulation.
- (d) Any **CLAIM** based upon or attributable to the rendering or failure to render any opinion, treatment, consultation or service if such opinion, treatment, consultation or service was rendered or failed to have been rendered unless acting within the scope of their duties as a **MEMBER**.

- (e) Loss arising out of or in any way involving any employee benefit plan except as covered under this **SECTION V PUBLIC OFFICIALS ERRORS & OMISSIONS** for discrimination;
- (f) **CLAIMS**, demands or actions seeking relief or redress in any form other than monetary damages, or any fees, costs or expenses which the **MEMBER** may be obligated to pay as a result of any adverse judgment for declaratory relief or injunctive relief except for EEOC Administrative Hearings;
- (g) Any cost, civil fine, penalty or expense against any **MEMBER** arising from any complaint or enforcement action from any federal, state or local governmental regulatory agency;
- (h) Any **CLAIM** for which the **MEMBER** is entitled to indemnity under any Coverage Document or policies the term of which has expired prior to the inception date of this Coverage Document, or for which the **MEMBER** would be entitled to indemnity except for the exhaustion of the limit of such prior coverage;
- (i) Any **CLAIM** arising out of all pending and prior litigation or hearing as well as future **CLAIMS** arising out of any pending or prior litigation or hearing. If this Coverage Document is renewal of a Coverage Document issued by the **ASSOCIATION**, this exclusion shall only apply with respect to **CLAIMS** arising out of any pending and prior litigation or hearing prior to the effective date of the first Coverage Document issued and continuously renewed by the **ASSOCIATION**;
- (j) Any **CLAIM** resulting from a **WRONGFUL ACT** committed prior to the Retroactive Date shown in **SECTION V SCHEDULE OF SPECIFIC EXCESS LIMITS OF COVERAGE**;
- (k) Any **CLAIM** based upon or attributable to any failure or omission of the **MEMBER** to effect or maintain coverage of any kind;
- (l) Any **CLAIM** brought as a counter-claim or cross claim by an **MEMBER** against any other **MEMBER**;
- (m) Loss arising out of any breach of contract.
- (n) Any **CLAIM** arising out of a lockout, strike, picket line, replacement or similar actions in connections with labor disputes or labor negotiations.

SECTION V DEFINITIONS

1. **OCCURRENCE** means a **WRONGFUL ACT** committed during the **COVERAGE PERIOD**. All claims for damages based on or arising out of the same **WRONGFUL ACT** or a series of related **WRONGFUL ACTS** by one or more **MEMBERS** shall be deemed one **OCCURRENCE**. Only one Coverage Document issued by the **ASSOCIATION**, one **SELF INSURED RETENTION** and one **ASSOCIATION EXCESS LIMIT OF COVERAGE** is applicable to any one **OCCURRENCE**.
2. For the purposes of this Endorsement only, **WRONGFUL ACT** means any actual or alleged error or misstatement, omission, act or neglect or breach of duty due to misfeasance, malfeasance, and non-feasance, including **EMPLOYMENT PRACTICE VIOLATION**, mental anguish arising out of **EMPLOYMENT PRACTICE VIOLATION**, discrimination and violations of civil rights by the **MEMBER** during the

COVERAGE PERIOD. All claims for damages based on or arising out of the same **WRONGFUL ACT** or a series of related **WRONGFUL ACTS** by one or more **MEMBERS** shall be deemed one **WRONGFUL ACT**. Only one Coverage Document issued by the **ASSOCIATION**, one **SELF INSURED RETENTION** and one **ASSOCIATION EXCESS LIMIT OF COVERAGE** is applicable to any one **WRONGFUL ACT**.

Except as amended in this Endorsement, this coverage is subject to all coverage terms, clauses and conditions in the Coverage Document to which this Endorsement is attached.

ENDORSEMENT attaching to and forming part of PRM Coverage Document issued by Public Risk Management of Florida

Endorsement No. 7

Effective date of this endorsement: October 1, 2024

It is understood and agreed that **SECTION VI EMPLOYEE BENEFIT LIABILITY** of the Coverage Document is deleted in its entirety in respect of the following **MEMBERS**:

City of Crystal River
City of Indian Rocks Beach
City of St. Pete Beach
Sun 'N Lake of Sebring Improvement District
Village of North Palm Beach
City of Umatilla

THIS SECTION PROVIDES COVERAGE ON AN OCCURRENCE BASIS.

THIS SECTION CONTAINS A COVERAGE DOCUMENT AGGREGATE.

SECTION VI SCHEDULE OF SPECIFIC EXCESS LIMITS OF COVERAGE

COVERAGE SECTION VI :

EXCESS LIMIT OF COVERAGE for each CLAIM:

All coverages under Section VI:	<u>\$2,000,000</u> per MEMBER
	<u>\$6,000,000</u> per MEMBER Annual Aggregate

SECTION VI INSURING AGREEMENTS

Subject to the Coverage Document limitations, terms and conditions, the **ASSOCIATION** will pay on behalf of the **MEMBER** for those sums that the **MEMBER** shall become legally obligated to pay as damages on account of any **CLAIM** first made against the **MEMBER** during the **COVERAGE PERIOD** of this Coverage Document by any employee or beneficiary(ies) or legal representative(s) thereof, arising out of any **NEGLIGENT ACTS, ERRORS OR OMISSIONS** of the **MEMBER**, or any other person or organization for whose acts the **MEMBER** is legally liable in the administration of the **MEMBER'S EMPLOYEE BENEFITS PROGRAMS**.

The phrase "claim first made" shall be understood to have happened when notice of such **CLAIM, SUIT** or incident that may arise within the **COVERAGE PERIOD** is made to the **MEMBER**. **CLAIMS** shall not be prejudiced if the **MEMBER**, through clerical oversight or clerical mistake, fails to notify the **ASSOCIATION** of **CLAIMS** arising out of any **NEGLIGENT ACTS, ERRORS OR OMISSIONS**.

SECTION VI EXCESS LIMITS OF COVERAGE

The ASSOCIATION'S EXCESS LIMIT OF COVERAGE per CLAIM for SECTION VI EMPLOYEE BENEFITS LIABILITY is only for the Excess Limits as stated in SECTION VI SPECIFIC EXCESS COVERAGE, not to exceed the ASSOCIATION'S EXCESS LIMIT OF COVERAGE as stated in SECTION VI SPECIFIC EXCESS COVERAGE.

The total Annual Aggregate EXCESS LIMIT OF COVERAGE under this Coverage Section combined during the COVERAGE PERIOD shall not exceed the limit stated in SECTION VI SCHEDULE OF SPECIFIC EXCESS LIMITS OF COVERAGE.

SECTION VI EXCLUSIONS

IN ADDITION TO THE GENERAL EXCLUSIONS OF THIS COVERAGE DOCUMENT THIS SECTION DOES NOT INSURE AGAINST;

- (j) Any CLAIM for damages, whether direct or consequential, or for any cause of action which is covered under any other Section of the Coverage Document;
- (k) Any NEGLIGENT ACT, ERROR OR OMISSION that is dishonest, fraudulent, criminal or malicious;
- (l) BODILY INJURY, PERSONAL INJURY, or PROPERTY DAMAGE ;
- (m) Any CLAIM based upon the MEMBER'S failure to comply with the Federal Employee Retirement Income Security Act of 1974 (ERISA), including subsequent amendments or any similar federal, state, or local law(s) or regulations;
- (n) Any CLAIM for failure of performance of a contract by any MEMBER, Insurer or Self Insurer;
- (o) Any CLAIM based upon the MEMBER's failure to comply with any law concerning workers' compensation, unemployment coverage, social security, or disability benefits;
- (p) Any CLAIM based upon failure of investments, including, but not limited to, stocks, bonds, funds, to perform as represented by a MEMBER;
- (q) Any CLAIMS based upon advice given by a MEMBER to participate or not participate in any stock subscription plans;
- (r) Any CLAIM arising out of actual or alleged discrimination including but not limited to discriminations based on race or national origin, religion or creed, age, sex, physical disability, military status, or employment practices whether or not any of the foregoing violated any federal, state or local government or regulation prohibiting such discrimination.
- (s) Any CLAIM arising from any NEGLIGENT ACT, ERROR OR OMISSION committed prior to the Retroactive Date shown in SECTION VI SCHEDULE OF SPECIFIC EXCESS LIMITS OF COVERAGE.

SECTION VI DEFINITIONS

1. **ADMINISTRATION** means:
 - (a) Giving counsel to employees with respect to **EMPLOYEE BENEFITS PROGRAMS**;
 - (b) Interpreting **EMPLOYEE BENEFITS PROGRAMS**;
 - (c) Handling of records in connection with **EMPLOYEE BENEFITS PROGRAMS**; and
 - (d) Effecting enrollment of employees under **EMPLOYEE BENEFITS PROGRAMS**;

Provided all such acts are authorized by the **NAMED MEMBER**.

2. **CLAIM** means all claims or **SUITS** based on, arising out of the same, **NEGLIGENT ACTS, ERRORS OR OMISSIONS** or a series of related **NEGLIGENT ACTS, ERRORS OR OMISSIONS** by one or more **MEMBERS**.
3. **NEGLIGENT ACT, ERROR OR OMISSIONS** means the failure to execute required actions, or mistaken actions committed in the **ADMINISTRATION** of the **MEMBER'S EMPLOYEE BENEFIT PROGRAMS**.

All **CLAIMS** based on or arising out of the same **NEGLIGENT ACT, ERRORS OR OMISSION** or a series of **NEGLIGENT ACTS, ERRORS OR OMISSIONS** by one or more **MEMBERS** shall be deemed a **NEGLIGENT ACT, ERRORS OR OMISSION**. Only one Coverage Document and one **SPECIFIC EXCESS LIMIT OF COVERAGE** is applicable to any one **NEGLIGENT ACT, ERROR OR OMISSION**.

Except as amended in this Endorsement, this coverage is subject to all coverage terms, clauses and conditions in the Coverage Document to which this Endorsement is attached.

ENDORSEMENT attaching to and forming part of PRM Coverage Document issued by Public Risk Management of Florida

Endorsement No. 8

Effective date of this endorsement: October 1, 2024

**MOLD, MILDEW & FUNGUS CLAUSE AND MICROORGANISM EXCLUSION
ENDORSEMENT**

The following section is amended to include:

SECTION I; SUB-SECTION IV; GENERAL CONDITIONS; B. PERILS EXCLUDED

EXCESS LIMIT for each **OCCURRENCE**:

\$35,000	per MEMBER
<u>\$105,000</u>	per MEMBER AGGREGATE

Subject to the following **ASSOCIATION** aggregate:

<u>\$2,000,000</u>	AGGREGATE
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In consideration of the premium paid, and subject to the Exclusions, Conditions and Limitations of the **Coverage Document** to which this Extension is attached, and also to the following additional Exclusion, and specific Limitations of this Coverage Document. Pollution is extended to insure physical loss or damage to insured property by mold, mildew or fungus only when directly caused by physical loss or damage to insured property by a peril insured by this **Coverage Document** occurring during the period of this **Coverage Document**.

Limitations

1. The said property must otherwise be insured under this Policy for physical loss or damage by that peril.
2. The Insured must report to Underwriters the existence and cost of the physical loss or damage by mold, mildew or fungus as soon as practicable, but no later than twelve (12) months after the peril first caused any physical loss or damage to insured property during the period of this **Coverage Document**. This **Coverage Document** does not insure any physical loss or damage by mold, mildew or fungus first reported to the **ASSOCIATION** after that twelve (12) month period.

Except as amended in this Endorsement, this insurance is subject to all coverage terms, clauses and conditions in the Coverage Document to which this Endorsement is attached.

3. Regardless of circumstance or other **Coverage Document** provisions, the maximum amount insured and payable under this **Coverage Document** for all mold, mildew or fungus caused by or resulting from such peril is PER DECLARATION PAGE for all parts of any **CLAIM** and in total (the aggregate limit) for the period of this **Coverage Document**. This sublimit applies to all sections or extensions of the **Coverage Document** combined under which any **CLAIM** arises or is made and shall be a part of and not in addition to the limit.

Exclusion

Except as set forth in the foregoing, this **Coverage Document** does not insure any loss, damage, **CLAIM**, cost, expense or other sum directly or indirectly arising out of or relating to:

mold, mildew, fungus, spores or other microorganism of any type, nature, or description, including but not limited to any substance whose presence poses an actual or potential threat to human health.

This exclusion applies regardless whether there is (i) any physical loss or damage to insured property; (ii) any insured peril or cause, whether or not contributing concurrently or in any sequence; (iii) any loss of use, occupancy, or functionality; or (iv) any action required, including but not limited to repair, replacement, removal, cleanup, abatement, disposal, relocation, or steps taken to address medical or legal concerns.

Except as amended in this Endorsement, this insurance is subject to all coverage terms, clauses and conditions in the Coverage Document to which this Endorsement is attached.

ENDORSEMENT attaching to and forming part of PRM Coverage Document issued by Public Risk Management of Florida

Endorsement No. 9

Effective date of this endorsement: October 1, 2024

NO FAULT - FLORIDA

In consideration of the premium charged, it is hereby understood and agreed that this Coverage Document is extended to afford Personal Injury Protection coverage in accordance with standard Endorsement CA2210 (or as may be amended in accordance with the Florida Automobile Reparations Reform Act) in current use on the aforementioned date.

In consequence of the foregoing, the amount of **ULTIMATE NET LOSS** under **PART B SECTION IV SPECIFIC EXCESS INSURANCE** applicable to this Coverage Document is deemed to have the following maximum ground-up limit which will apply for all purposes to the **SPECIFIC EXCESS INSURANCE** and to the **ASSOCIATION'S** Loss Fund:

\$10,000 any one person any one accident limited to the following for the benefit of the injured person:

- (a) 80% of medical expenses, and
- (b) 60% of work loss, and
- (c) replacement services expenses, and
- (d) \$5,000 Death Benefits.

Except as amended in this Endorsement, this insurance is subject to all coverage terms, clauses and conditions in the Coverage Document to which this Endorsement is attached.

ENDORSEMENT attaching to and forming part of PRM Coverage Document issued by Public Risk Management of Florida

Endorsement No. 10

Effective Date of this endorsement: October 1, 2024

In addition to the limits provided in the **SCHEDULE OF SPECIFIC EXCESS LIMITS OF COVERAGE** of the Coverage Document, it is understood and agreed the following excess limits apply to the members listed:

All Sections of Coverage applicable to a covered loss combined:

1. EXCESS LIMIT OF INSURANCE:
Section III Comprehensive General Liability: \$3,000,000 per **MEMBER**
2. EXCESS LIMIT OF INSURANCE:
Section IV Automobile Liability: \$3,000,000 per **MEMBER**
3. EXCESS LIMIT OF INSURANCE:
Section V Public Officials Errors & Omissions \$3,000,000 per **MEMBER**
4. EXCESS LIMIT OF INSURANCE:
Section VI Employee Benefits Liability: \$3,000,000 per **MEMBER**
5. EXCESS LIMIT OF INSURANCE:
Aggregate of Sections V & VI of Coverage: \$3,000,000 per **MEMBER**

Schedule of members, retroactive dates and effective dates if applicable:

Town of Belleair

Public Officials Errors & Omissions and Employment Practices Liability – 10/01/1998

Employee Benefits Liability – 10/01/1998

City of Belle Glade

Public Officials Errors & Omissions and Employment Practices Liability – 10/01/2023

Employee Benefits Liability – 10/01/2023

City of Clewiston

Public Officials Errors & Omissions and Employment Practices Liability – 12/5/2018

Employee Benefits Liability – 12/5/2018

City of Crystal River

Public Officials Errors & Omissions and Employment Practices Liability – N/A (Occurrence)

Employee Benefits Liability – N/A (Occurrence)

City of Eustis

Public Officials Errors & Omissions and Employment Practices Liability – 10/01/1998

Employee Benefits Liability – 10/01/1998

Florida State Fair Authority

Public Officials Errors & Omissions and Employment Practices Liability – 10/01/2012

Employee Benefits Liability – 10/01/2012

City of Fort Meade

Public Officials Errors & Omissions and Employment Practices Liability – 10/01/2019
Employee Benefits Liability – 10/01/2019

City of Gulfport

Public Officials Errors & Omissions and Employment Practices Liability – 10/01/2019
Employee Benefits Liability – 10/01/2019

Hardee County and Constitutional Officers

Public Officials Errors & Omissions and Employment Practices Liability – 10/01/2000
Employee Benefits Liability – 10/01/2000

Hendry County and Constitutional Officers

Public Officials Errors & Omissions and Employment Practices Liability – 10/01/1998
Employee Benefits Liability – 10/01/1998

Village of Islamorada

Public Officials Errors & Omissions and Employment Practices Liability – 10/01/2019
Employee Benefits Liability – 10/01/2019

City of LaBelle

Public Officials Errors & Omissions and Employment Practices Liability – 12/5/2018
Employee Benefits Liability – 12/5/2018

City of Lake Mary

Public Officials Errors & Omissions and Employment Practices Liability – 10/01/1998
Employee Benefits Liability – 10/01/1998

Town of Lake Placid

Public Officials Errors & Omissions and Employment Practices Liability – 10/01/2023
Employee Benefits Liability – 10/01/2023

Town of Lantana

Public Officials Errors & Omissions and Employment Practices Liability – 10/01/2020
Employee Benefits Liability – 10/01/2020

Public Officials Errors & Omissions and Employment Practices Liability – 10/01/2019
Employee Benefits Liability – 10/01/2019

City of Levy County

Public Officials Errors & Omissions and Employment Practices Liability – 10/01/2019
Employee Benefits Liability – 10/01/2019

City of Longwood

Public Officials Errors & Omissions and Employment Practices Liability – 10/01/2019
Employee Benefits Liability – 10/01/2019

City of Maitland

Public Officials Errors & Omissions and Employment Practices Liability – 11/01/1990
Employee Benefits Liability – 10/01/1990

Town of Miami Lakes

Public Officials Errors & Omissions and Employment Practices Liability – 10/01/2011
Employee Benefits Liability – 10/01/2011

Village of North Palm Beach

Employee Benefits Liability – N/A (Occurrence)

City of Newberry

Public Officials Errors & Omissions and Employment Practices Liability – 10/01/2024

Employee Benefits Liability – 10/01/2024

Northwest Florida Beaches International Airport

Public Officials Errors & Omissions and Employment Practices Liability – 10/01/2010

Employee Benefits Liability – 10/01/2010

City of Okeechobee

Public Officials Errors & Omissions and Employment Practices Liability – 10/01/1998

Employee Benefits Liability – 10/01/1998

Okeechobee County and Constitutional Officers

Public Officials Errors & Omissions and Employment Practices Liability – 10/01/1999

Employee Benefits Liability – 10/01/1999

City of Orange City

Public Officials Errors & Omissions and Employment Practices Liability – 07/01/2015

Employee Benefits Liability – 07/01/2015

City of Oviedo

Public Officials Errors & Omissions and Employment Practices Liability – 07/01/2010

Employee Benefits Liability – 07/01/2010

City of Sebring

Public Officials Errors & Omissions and Employment Practices Liability – 10/01/2024

Employee Benefits Liability – 10/01/2024

City of St. Pete Beach

Public Officials Errors & Omissions and Employment Practices Liability – N/A (Occurrence)

Employee Benefits Liability – N/A (Occurrence)

Sun 'n Lake of Sebring Improvement District

Public Officials Errors & Omissions and Employment Practices Liability – N/A (Occurrence)

Employee Benefits Liability – N/A (Occurrence)

City of Umatilla

Public Officials Errors & Omissions and Employment Practices Liability – N/A (Occurrence)

Employee Benefits Liability – N/A (Occurrence)

City of Zephyrhills

Public Officials Errors & Omissions and Employment Practices Liability – 2/25/2019

Employee Benefits Liability – 2/25/2019

Except as amended in this Endorsement, this coverage is subject to all coverage terms, clauses and conditions in the Coverage Document to which this Endorsement is attached.

ENDORSEMENT attaching to and forming part of PRM Coverage Document issued by Public Risk Management of Florida

Endorsement No. 11

Effective Date of this endorsement: October 1, 2024

EXCESS LIABILITY COVERAGE PART B

The limits provided in the **SCHEDULE OF SPECIFIC EXCESS LIMITS OF COVERAGE** of the Coverage Document, shall be amended to the members listed below:

All Sections of Coverage applicable to a covered loss combined:

1. EXCESS LIMIT OF INSURANCE:
Section III Comprehensive General Liability: \$8,000,000 per **MEMBER**
2. EXCESS LIMIT OF INSURANCE:
Section IV Automobile Liability: \$8,000,000 per **MEMBER**
3. EXCESS LIMIT OF INSURANCE:
Section V Public Officials Errors & Omissions \$8,000,000 per **MEMBER**
4. EXCESS LIMIT OF INSURANCE:
Section VI Employee Benefits Liability: \$8,000,000 per **MEMBER**
5. EXCESS LIMIT OF INSURANCE:
Aggregate of All Sections of Coverage: \$8,000,000 per **MEMBER**

Schedule of members, retroactive dates and effective dates if applicable:

Town of Longboat Key

Public Officials Errors & Omissions – 05/05/1994

Employment Practices Liability – 10/01/1997

Employee Benefits Liability – 10/01/1997

Village of Pinecrest

Public Officials Errors & Omissions and Employment Practices Liability – 10/01/2015

Employee Benefits Liability – 10/01/2015

Except as amended in this Endorsement, this coverage is subject to all coverage terms, clauses and conditions in the Coverage Document to which this Endorsement is attached.

ENDORSEMENT attaching to and forming part of PRM Coverage Document issued by Public Risk Management of Florida

Endorsement No. 12

Effective Date of this endorsement: October 1, 2024

Eminent Domain, Condemnation Proceedings, or Inverse Condemnation Proceedings Coverage.

It is understood and agreed that under **SECTION V PUBLIC OFFICIALS ERRORS AND OMISSIONS** coverage is extended to include any liability arising out of the operation of the principles of eminent domain, condemnation proceedings, or inverse condemnation proceedings by whatever name called, whether such liability accrues directly against the **MEMBER** or by virtue of any agreement entered into by or on behalf of the **MEMBER**. This coverage is limited to the **MEMBERS** listed in this endorsement and only in respect of the limits and deductible listed below.

This endorsement overrides exclusion (a) under **GENERAL COVERAGE DOCUMENT EXCLUSIONS** but only in so far as the limits listed below. Once the limits listed below are exhausted **GENERAL COVERAGE DOCUMENT EXCLUSIONS** exclusion (a) is reinstated in its entirety

Limit of coverage for each **CLAIM**

\$100,000 per **MEMBER**

\$100,000 per **MEMBER** Annual Aggregate

The limits are part of, and not in addition to the Public Officials Liability **LIMIT OF LIABILITY**.

The limits are inclusive of all costs, including but not limited to, defense costs.

RETROACTIVE DATES (If Applicable)

Eff. October 1, 2015 **ALL MEMBERS COVERED UNDER SECTION V PUBLIC OFFICIALS ERRORS & OMISSIONS** on a claims made basis with the following exceptions:

Eff.	October 1, 2011	Hendry County and Constitutional Officers
Eff.	October 1, 2012	City of Port Richey
Eff.	October 1, 2014	City of DeLand
Eff.	October 1, 2014	City of Orange City
Eff.	September 30, 2016	Lee County Port Authority
Eff.	October 1, 2016	Town of Inglis
		City of Newberry
Eff.	October 1, 2017	City of Inverness
Eff.	October 1, 2019	City of Belle Isle
		City of Fruitland Park
		Village of Islamorada
Eff.	October 1, 2021	City of Gulf Breeze
Eff.	October 1, 2022	Okeechobee Soil and Water Conservation District
Eff.	October 1, 2023	City of Plant City

Except as amended in this Endorsement, this insurance is subject to all coverage terms, clauses and conditions in the Coverage Document to which this Endorsement is attached.

ENDORSEMENT attaching to and forming part of PRM Coverage Document issued by Public Risk Management of Florida

Endorsement No. 13

Effective date of this endorsement: October 1, 2024

NON MONETARY DAMAGES/DECLARATORY RELIEF/INJUNCTIVE RELIEF

It is understood and agreed that under **SECTION V PUBLIC OFFICIALS ERRORS AND OMISSIONS** exclusion (f) is deleted for the following **MEMBERS** but only in respect of the deductible and limits listed below:

This endorsement overrides exclusion (f) under **SECTION V PUBLIC OFFICIALS ERRORS AND OMISSIONS** but only in so far as the limits listed below. Once the limits listed below are exhausted **SECTION IV PUBLIC OFFICIALS ERRORS AND OMISSIONS** exclusion (f) is reinstated in its entirety

Limit of coverage for each **CLAIM**

\$100,000 per **MEMBER**

\$100,000 per **MEMBER** Annual Aggregate

The limits are part of, and not in addition to the Public Officials Liability **SELF INSURED RETENTION**.

The limits are inclusive of all costs, including but not limited to, defense costs.

RETROACTIVE DATES (If Applicable)

Eff. October 1, 2015 **ALL MEMBERS COVERED UNDER SECTION V PUBLIC OFFICIALS ERRORS & OMISSIONS** on a claims made basis with the following exceptions:

Eff.	October 1, 2012	City of Port Richey
Eff.	October 1, 2014	City of DeLand
Eff.	October 1, 2014	City of Orange City
Eff.	September 30, 2016	Lee County Port Authority
Eff.	October 1, 2016	Town of Inglis
		City of Newberry
Eff.	October 1, 2017	City of Inverness
Eff.	October 1, 2019	City of Belle Isle
		Village of Islamorada
Eff.	October 1, 2021	City of Gulf Breeze
Eff.	October 1, 2022	Okeechobee Soil and Water Conservation District
Eff.	October 1, 2023	City of Plant City

Except as amended in this Endorsement, this insurance is subject to all coverage terms, clauses and conditions in the Coverage Document to which this Endorsement is attached.

ENDORSEMENT attaching to and forming part of PRM Coverage Document issued by Public Risk Management of Florida

Endorsement No. 14

Effective date of this endorsement: October 1, 2024

LIMITED JONES ACT ENDORSEMENT

It is understood coverage is afforded in this Coverage Document, Part C-Workers' Compensation, Section VII – Coverage A, is extended to indemnify the **ASSOCIATION** following **BODILY INJURY** by **ACCIDENT** or disease sustained by employees of the **MEMBER** in the course of their employment, subject to the Jones Act (46USC Section 688); provided that **DAMAGES** paid within the terms of this Coverage Document shall not include amounts greater than the compensation and other benefits which would have been required under the **WORKERS' COMPENSATION LAW** of the State where the injured employee is normally employed, if that law applied.

Except as amended in this Endorsement, this insurance is subject to all coverage terms, clauses and conditions in the Coverage Document to which this Endorsement is attached.

ENDORSEMENT attaching to and forming part of PRM Coverage Document issued by Public Risk Management of Florida

Endorsement No. 15

Effective date of this endorsement: October 1, 2024

COMMUNICABLE DISEASE LIMITED COVERAGE ENDORSEMENT

Notwithstanding GENERAL COVERAGE DOCUMENT EXCLUSION (n), it is understood and agreed the following Sublimits are afforded under PART B – Sections III, IV, V and VII – PART B of this Coverage Document

Communicable Disease Sublimit:	\$200,000 Per Claimant \$300,000 Per Occurrence
Communicable Disease Aggregate:	\$300,000 Per Member
Communicable Disease Association Aggregate:	\$3,000,000 Annual Aggregate

This endorsement affords “bodily injury”, “property damage”, or “personal injury and advertising injury” liability, loss, claims, damages, costs, fines, penalties, or expense of whatsoever nature directly or indirectly caused by, arising out of, resulting from, or occurring concurrently or in any sequence with, or in connection with:

- (a) Any actual, alleged, or threat of infectious or communicable disease resulting from any virus, bacterium, parasite, or other microorganism (whether living or not) that induces or is capable of inducing physical distress, illness or disease, including but not limited to diseases arising out of coronavirus (COVID-19), severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2), and any mutations arising from or relating to infectious or communicable disease;
- (b) Allegations of negligence or other wrongdoing against the insured arising from or relating to any action taken or failure to take action in discovering, controlling, preventing, suppressing or in any way relating or responding to such actual, alleged, or threat of communicable or infectious disease or illness, including but not limited to actions taken or failure to prevent the spread of the disease;
- (c) Allegations of negligence or other wrongdoing against the insured of any kind arising from, relating or responding to orders or directives of any government, governmental agency, civil authority, or national or global public health agency relating to any actual, alleged, or threat of infectious or communicable disease or illness resulting from any virus, bacterium, parasite or other microorganism (whether living or not) that induces or is capable of inducing physical distress, illness or disease.
- (d) Allegations of negligence or other wrongdoing against the insured in connection with the supervising, hiring, employing, training, testing, or monitoring of persons that may be infected with and spread an infectious or communicable disease, or actual or alleged failure to prevent the spread of disease, or failure to report the disease to authorities.

Sublimit and aggregates listed above applies to all liability coverages (Part B – Sections III, IV & V) combined.

Except as amended in this Endorsement, this insurance is subject to all coverage terms, clauses and conditions in the Coverage Document to which this Endorsement is attached.

ENDORSEMENT attaching to and forming part of PRM Coverage Document issued by Public Risk Management of Florida

Endorsement No. 16

Effective date of this endorsement: October 1, 2024

PERFLUORINATED COMPOUNDS EXCLUSION

Liability, including all loss, cost or expense, directly or indirectly arising out of, resulting as a consequence of, or related to “Perfluorinated compounds” whether or not there is another cause of loss which may have contributed concurrently or in any sequence to a loss. “Perfluorinated compounds” means perfluoroalkyl or polyfluoroalkyl substance (PFAS), including but not limited to: perfluoroalkyl acids (PFAAs), perfluorooctanoic acid (PFOA), perfluorooctane sulfonate (PFOS), perfluoroheptanoic acid (PFHpA), perfluorononanoic acid (PFNA), perfluorohexanesulfonic acid (PFHxS), GenX, “C8”, “ADONA”, perfluoroalkane sulfonyl fluoride (PASf), perfluorobutanesulfonic acid (PFBS), polytetrafluoroethylene (PTFE), perfluoropolyethers (PFPEs), or ammonium perfluorooctanoate, or any associated salts, acids, alcohols, precursor chemicals, or related higher homologue chemicals that are identified as hazardous through federal, state, or local law or regulation.

Except as amended in this Endorsement, this insurance is subject to all coverage terms, clauses and conditions in the Coverage Document to which this Endorsement is attached.

ENDORSEMENT attaching to and forming part of PRM Coverage Document issued by Public Risk Management of Florida

Endorsement No. 17

Effective date of this endorsement: October 1, 2024

ETHICS VIOLATIONS REIMBURSEMENT

It is understood and agreed that **SECTION V PUBLIC OFFICIALS ERRORS AND OMISSIONS** is amended to include reimbursement of legal fees associated with the defense of violations of ethical behavior as set forth in the The Code of Ethics for Public Officers and Employees, adopted by the Legislature as [Part III of Chapter 112, Florida Statutes](#).

A **MEMBER** will be reimbursed in the event that the Public Official is exonerated of the alleged violation. **MEMBER** will be reimbursed per the following:

\$ 5,000	Per Public Official, Per Allegation
\$15,000	Per MEMBER Annual Aggregate
\$500,000	Per ASSOCIATION Annual Aggregate

Except as amended in this Endorsement, this insurance is subject to all coverage terms, clauses and conditions in the Coverage Document to which this Endorsement is attached.



CLAIMS REPORTING INFORMATION

All claim services for your airport and aircraft insurance underwritten by Chubb companies are handled by Chubb Aerospace Claims in Chicago. The staff of Chubb Aerospace Claims is one of the most experienced and efficient in the aviation claims business. Trevor Davis, experienced Casualty Claims Manager, is responsible for administering your claims on a day-to-day basis. Trevor reports to Stephen Davis, Vice President. Stephen Davis is available to accept claims information if Trevor is unavailable.

All claims should be reported to Aerospace Claims as soon as practicable, in order for us to establish immediate contact with claimants and initiate any necessary investigation. An initial report of claim may be emailed to Aerospacefirstnotice@chubb.com or faxed to 877-201-4125. To ensure prompt attention, it is recommended that any transmission be confirmed with a phone call. Where possible, pictures of the accident scene should be obtained during your initial investigation.

Because Chubb Claims has gone paperless, it is imperative that you put the addressee's name and claim number on all correspondence and note contact changes below.

FIRST NOTICE OF LOSS:		Email Fax	AerospaceFirstNotice@chubb.com 877-201-4125	
	Contact	Phone	Cell	E-Mail
Primary	Trevor Davis	312-612-8808	312-448-4492	Trevor.Davis@chubb.com
Secondary	Manny Molina	312-775-7872	312-848-7318	Manny.Molina@chubb.com
VP Claims	Stephen Davis	302-476-7898	302-598-3983	Stephen.Davis@chubb.com

All claims that require reporting after hours, should be directed to Trevor Davis or Stephen Davis via cell phone.

If you are served with a summons or suit, please call immediately and forward the papers via overnight delivery.

MAILING ADDRESS

Chubb Claims
P. O. Box 5101
Scranton, PA 18505-0500

OVERNIGHT DELIVERY ADDRESS

Chubb Aerospace Claims
525 W. Monroe, 7th Floor
Chicago, IL 60661

Should you have any questions concerning our claims handling procedures, please feel free to contact us at any time.

U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site – <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

**POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM
INSURANCE COVERAGE**

Coverage for acts of terrorism is included in your policy. You are hereby notified that under the Terrorism Risk Insurance Act, as amended, the definition of act of terrorism has changed. 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. Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended. 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 80% of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. 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 exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

The portion of your term premium that is attributable to coverage for acts of terrorism is \$142, and does not include any charges for the portion of losses covered by the United States government under the Act.

CHUBB®

AIRCRAFT POLICY

WESTCHESTER FIRE INSURANCE COMPANY

1325 Avenue of the Americas,
New York, NY 10019

IN WITNESS WHEREOF, Westchester Fire Insurance Company has caused this policy to be executed and attested. This policy is a valid contract when countersigned by an authorized representative (where required by law).



BRANDON PEENE, Secretary



JOHN J. LUPICA, President

DECLARATIONS

POLICY NUMBER: AAC N16736429 007**Previous Policy Number:** AAC N16736429 006

ITEM 1(A) ISSUING COMPANY:

Westchester Fire Insurance Company
P.O. Box 1000
436 Walnut Street
Philadelphia, Pennsylvania 19106

ITEM 1(B) PRODUCER'S NAME AND ADDRESS:

ACCRETIVE GLOBAL INS SRVS LLC DBA WORLD
RISK MANAGEMENT
20 NORTH ORANGE AVENUE SUITE 500
ORLANDO, Florida 32801

ITEM 2 NAMED INSURED:

Key West, City of

ITEM 3 POSTAL ADDRESS OF NAMED INSURED:

1300 White Street
Key West, Florida 33040

ITEM 4 POLICY PERIOD (When insurance is provided under this policy):

FROM: October 1, 2024 TO: October 1, 2025
Both days at 12:01 a.m. local standard time at the address in Item 3.

ITEM 5 BUSINESS OR OCCUPATION OF THE NAMED INSURED:

City Government

ITEM 6 FINANCIAL INTEREST:

The Named Insured is the sole owner of the Aircraft and no one else has any financial interest in the Aircraft except as shown below.

No Exceptions.

Any loss payable under Section Two of this policy will be paid to the Named Insured and the party shown above according to their respective financial interest.

ITEM 7 REGULAR LOCATION OF THE AIRCRAFT:

Within the coverage territory.

DECLARATIONS (Continued)

ITEM 8 LIABILITY COVERAGES, LIMITS OF LIABILITY AND PREMIUMS:

COVERAGES	LIMITS OF LIABILITY US\$		LIABILITY PREMIUMS
A Bodily Injury Excluding Passengers	\$	each person	
	\$	each Occurrence	\$
B: Property Damage	\$	each Occurrence	\$
C: Passenger Bodily Injury	\$	each person	
	\$	each Occurrence	\$
D: Single Limit Excluding Passengers	\$ 1,000,000	each Occurrence	\$ 1,363
E: Medical Payment	\$ Not Insured	each person	
	\$	each Occurrence	
Terrorism Risk Insurance Act Liability Premium:			\$ 136
Other Liability Endorsement Premium:			\$ Nil
TOTAL LIABILITY PREMIUM:			\$ 1,499
Plus Florida Insurance Guaranty Association (FIGA) 2023 Emergency Assessment Surcharge			\$ 14.99
Total Amount Due			\$ 1,513.99

ITEM 9 DESCRIPTION OF AIRCRAFT, HULL COVERAGES AND HULL DEDUCTIBLES:

Description of Aircraft insured for liability coverages in Item 8 above and hull coverages in this Item 9 and deductibles. The Named Insured affirms that each of the Aircraft described in this policy is licensed under a "standard" Airworthiness Certificate as defined by the F.A.A.

DESCRIPTION OF AIRCRAFT

Type Codes are: A = Amphibian L = Landplane R = Rotorcraft S = Seaplane

F.A.A. Cert. No.	Make and Model	Type Code	Year Built	Engine and Horse Power	Total Seats including Crew
FA3WKM73YL	Parrot ANFI USA	R	2023		0

HULL COVERAGES, AMOUNT OF INSURANCE, DEDUCTIBLES AND PREMIUMS:

Deductibles shall apply to each claim. Ingestion deductibles apply to each claim each engine. In the event of a claim involving both the In Motion and Ingestion deductibles, only the higher of the two deductibles shall apply.

F.A.A. Cert. No.	Hull Coverage	Amount of Insurance	Not In Motion Deductible	In Motion or Moored Deductible	Ingestion Deductible	Hull Premiums
FA3WKM73YL	F	\$12,000	\$1,200	\$1,200	\$0	\$1,386

Terrorism Risk Insurance Act Hull Premium: \$ 6

Other Hull Endorsement Premium: \$ Nil

Total Hull Premium: \$ 1,392

Plus Florida Insurance Guaranty Association (FIGA) 2023 Emergency Assessment Surcharge \$ 13.92

Total Amount Due \$ 1,405.92

ITEM 10 PURPOSE OF USE. The Aircraft will be used only for the following purposes:

All uses required by the "Named Insured"

ITEM 11 PILOTS WHO MAY FLY THE AIRCRAFT: (See Endorsements)

ITEM 12 TERRITORY (Where insurance is provided under this policy:

AC 101 (07-07)

Page 2 of 3

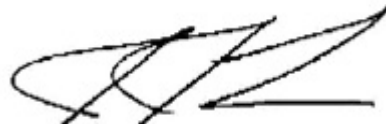
DECLARATIONS (Continued)

Insurance is only provided under this policy for accidents or Occurrences that take place during the policy period while the Aircraft insured under this policy is in the United States of America (excluding Alaska), Canada or Mexico, or while the Aircraft is dismantled and is being transported between ports in the territory where insurance is provided under this policy.

ITEM 13 **During the past year no insurer has cancelled or declined to renew any Aircraft insurance issued to the Named Insured, except as follows:**

Absence of entry means no exception.

Signature:

A handwritten signature in black ink, consisting of a large, stylized 'S' followed by a series of loops and a final horizontal stroke.

By Authorized Representative

Policy Number: AAC N16736429 007
Effective Date: October 1, 2024
Insured: Key West, City of

The endorsements listed below form part of this policy at inception and are deemed to have been signed by the same Authorized Representative that signed the Declarations (form AC 101 (07-07))

SCHEDULE OF ENDORSEMENTS

TITLE	ENDORSEMENT NO.	EDITION
Aircraft Policy - Jacket	AC 100 (05-22)	
Aircraft Policy - Declarations	AC 101 (07/07)	
Aircraft Policy - Schedule of Endorsements	AC 101S (07/07)	
Aircraft Policy - Provisions	AC 102 (11/98)	
Pilots Who May Fly The Aircraft	AC 103 (11/98)	
War, Hi-jacking and Other Perils Exclusion Clause (Aviation)	AC 110 (11/98)	
Nuclear Risk Exclusion Clause	AC 159 (11/98)	
Aircraft Additional Equipment	AC 160 (11/98)	
Date Recognition Exclusion Endorsement	AC 161 (11/98)	
Date Recognition Limited Coverage Endorsement	AC 162 (11/98)	
Amendment to Include Coverage for Certified Acts of Terrorism; Cap on Losses from Certified Acts of Terrorism	AC 165 (01/15)	
Pollution Endorsement	AC 168 (11/03)	
Limited Terrorism Coverage Endorsement	AC 170 (01/15)	
Personal Injury Extension Endorsement	AC 171 (02/05)	
Knowledge, Consent And Unintentional Failure To Report Endorsement	AC 176 (02/05)	
Cancellation Notification Change Endorsement	AC 195 (02/05)	
Trade or Economic Sanctions Endorsement	ALL-21101 (11/06)	
Questions About Your Insurance	ALL-5X45 (11/96)	
U.S. Treasury Departments' Office of Foreign Assets Control ("OFAC") Advisory Notice to Policyholders	IL P 001 (01/04)	
Policyholder Disclosure Notice Of Terrorism Insurance Coverage	TR-45231a (08/20)	
Cancellation Notification - Florida	AC-FL (02/99)	

AIRCRAFT POLICY INDEX

The Index for the Policy Provisions is as follows:

Please Read Your Policy

	Page
GENERAL DEFINITIONS.....	2
GENERAL EXCLUSIONS.....	4
GENERAL CONDITIONS.....	4
ASSISTANCE AND CO-OPERATION.....	4
REPRESENTATIONS.....	5
ACTION AGAINST INSURED'S BY US.....	5
INSPECTION AND AUDIT BY US.....	5
OUR RIGHT OF RECOVERY.....	5
OTHER INSURANCE.....	5
CHANGES.....	5
TRANSFER OF INTEREST.....	5
CANCELLING THIS POLICY.....	5
CONCEALMENT OR MISREPRESENTATION.....	6
STATE INSURANCE STATUTES.....	6
OUR OBLIGATIONS AND INSURED'S DUTIES.....	6
WHEN INSURANCE IS PROVIDED.....	6
INSURANCE FOR NEWLY ACQUIRED AIRCRAFT.....	6
AND DELETION OF AIRCRAFT.....	6
AIRCRAFT PHYSICAL DAMAGE.....	7
WHAT WE INSURE.....	7
DEDUCTIBLE.....	8
WHAT WE WILL PAY.....	8
COST OF TRANSPORTATION.....	8
APPRAISAL/ARBITRATION.....	8
EXCLUSIONS.....	8
NAMED INSURED'S DUTIES.....	9
WHEN WE WILL PAY - ACTION AGAINST US.....	9
THEFT.....	9
REINSTATEMENT OF COVERAGE.....	10
INSURANCE FOR LIABILITY TO OTHERS.....	10
WHAT WE INSURE.....	10
SPECIAL PROVISIONS.....	11
EXCLUSIONS.....	12
WHO IS INSURED UNDER THIS SECTION OF THE POLICY.....	14
INSURED'S DUTIES.....	14
SUIT OR ACTION AGAINST US.....	14
FINANCIAL RESPONSIBILITY LAWS.....	15
MEDICAL REPORTS.....	15

AIRCRAFT POLICY POLICY PROVISIONS

In consideration of the payment of the premium We agree to provide insurance to the extent indicated in the Declarations, subject to all the terms of the Policy.

SECTION ONE

This section of the policy contains General Definitions, General Exclusions and General Conditions which also apply to Sections Two and Three of this policy.

GENERAL DEFINITIONS

The following words and phrases have specific meanings within this policy. Please read them carefully.

- (A) **“Accident”** means a sudden event, during the policy period, which is neither expected nor intended by the Named Insured or Anyone We insure under this policy, that involves the Aircraft and causes physical damage to or loss of the Aircraft.
- (B) **“Aircraft”** means the Aircraft shown in Item 9. of the Declarations or qualifying under Section One, General Condition (N) (Insurance for newly acquired Aircraft and deletion of Aircraft) or Section Three (B) Special Provision 2 (use of other Aircraft) of this policy including the engines, propellers (and with respect to rotorcraft the rotorblades), operating and navigational instruments and radio equipment attached to the Aircraft, including tools which are standard for the make and type of Aircraft, and parts which are detached from the Aircraft at the time of loss and not replaced by similar parts.
- (C) **“Anyone”** means any person, partnership, corporation or organization other than the Named Insured.
- (D) **“Bodily Injury”** means injury, sickness or disease and, if arising out of the foregoing, mental anguish, including death resulting therefrom.
- (E) **“Compensation”** means any consideration greater than the cost of owning, operating and maintaining the Aircraft.
- (F) **“Crew”** means any Passenger who has any duties involved in the operation of the Aircraft. Crew members include, but are not limited to: pilot, co-pilot, check pilot, flight examiner, F.A.A. Designated Flight Examiner, flight instructor, flight engineer, navigator, mechanic, flight attendant or loadmaster, but see Section Three (C) exclusion 2 (employees) and exclusion 3 (Bodily Injury to Named Insured).
- (G) **“Disappearance”** means the Aircraft is missing and has not been located within 60 days after commencing Flight by the Named Insured or their agent or by Anyone We insure under this policy or their agent.
- (H) **“F.A.A.”** means the authority of the United States of America or its counterpart in a foreign country, having jurisdiction over civil aviation.
- (I) **“Flight”**, with respect to fixed wing Aircraft, means from the time the Aircraft moves forward in preparing to take off or in attempting to take off until it has completed its landing and landing run after contact with the land or water. With respect to rotorcraft, Flight means while the rotors are in Motion under engine power or resulting momentum.

- (J) **“Ingestion”** means physical loss or damage to the engine(s) caused by accidental, sudden, immediate or unexpected Ingestion of objects attributable to a single recorded incident, requiring the immediate repair of the engine(s).
- (K) **“In Motion”**, with respect to fixed wing Aircraft, means while the Aircraft is moving under its own power or resulting momentum. With respect to rotorcraft, “In Motion” means while the rotors are moving under engine power or resulting momentum.
- (L) **“Moored”** means while an Aircraft or rotorcraft equipped for water operations is secured with cables, lines or anchors or is being launched into or hauled out of the water, other than under its own power or resulting momentum.
- (M) **“Named Insured”** means the person, partnership, corporation or organization shown in Item 2. of the Declarations (Named Insured).
- (N) **“Occurrence”** means an event occurring by chance, or a continuous or repeated exposure to conditions, involving the Aircraft, which results in Bodily Injury or Property Damage during the policy period, provided it is not expected or intended by the Named Insured or by Anyone We insure under this policy. All Bodily Injury or Property Damage that arises out of such exposure to substantially the same general conditions shall be deemed one Occurrence.
- (O) **“Passenger”** means any person or persons, including Crew, while in, or entering the Aircraft for the purpose of riding or flying therein, or exiting the Aircraft during or following a Flight or attempted Flight.
- (P) **“Property Damage”** means physical injury to or destruction of tangible property, including the loss of use of such property except as provided for in Section Three (C) exclusion 4 (property).
- (Q) **“Personal Belongings”** means carry on luggage such as handbags, suitcases and briefcases - and their contents - that persons normally carry. But Personal Belongings does not mean luggage checked with a commercial air carrier.
- (R) **“Total Loss”** means when the cost to repair the Aircraft plus any salvage value is greater than the amount of insurance. Theft or Disappearance of the Aircraft is also a Total Loss, if the Aircraft is not recovered.
- (S) **“Uses”** includes the specific Uses defined below, but does not include any other use of the Aircraft for which the Named Insured or Anyone We insure under this policy expects to or does receive Compensation.
1. **“Pleasure and Business”** means personal, pleasure, family and business use.
 2. **“Industrial Aid”** includes the Uses shown in “Pleasure and Business” and in addition includes the transportation of executives, employees, guests and customers.
 3. **“Charter Commercial”** includes the Uses shown in “Industrial Aid” and in addition the transportation of Passengers and cargo for Compensation.
 4. **“Instruction And Rental”** includes the Uses shown in “Industrial Aid” and in addition the instruction of others and rental to others for their “Pleasure and Business” or “Industrial Aid” use.

5. **“Commercial”** includes all Uses shown in “Industrial Aid”, “Instruction and Rental” and “Charter Commercial”, but does not include any other use.

(T) **“We”, “Our” and “Us”** means Westchester Fire Insurance Company.

GENERAL EXCLUSIONS

We will not provide insurance under any part of this policy or provide defense under any part of this policy:

- (A) **PILOTS.** If the Aircraft is in Flight and is being flown by a pilot who is not qualified under the endorsements to this policy or if the pilot is not properly certificated, rated and qualified under the current F.A.A. Regulations which apply to the operation of the Aircraft, whether or not the pilot is named in this policy.
- (B) **USE.** If the Aircraft is used for any purpose not specified in Item 10. of the Declarations (purpose of use), but this exclusion does not apply to the Named Insured or to Anyone We insure under this policy who did not have knowledge of, or give consent to, the uninsured use.
- (C) **TERRITORY.** If the Aircraft is outside the territory described under Item 12. of the Declarations (territory).
- (D) **SEAPLANES/AMPHIBIANS.** If the Aircraft is a seaplane or amphibian Aircraft unless this is stated in Item 9. of the Declarations (description of Aircraft), but this exclusion does not apply to rotorcraft.
- (E) **UNLAWFUL PURPOSE.** If the Aircraft is used for any unlawful purpose, but this exclusion does not apply to the Named Insured or to Anyone We insure under this policy who did not have knowledge of, or give consent to, the unlawful use.
- (F) **STANDARD AIRWORTHINESS CERTIFICATE.** If the Aircraft does not have a valid Standard Airworthiness Certificate, or if the Aircraft is not maintained in accordance with the Federal Aviation regulations which apply for the Flight involved, but the insurance provided by this policy will not be invalidated while the Aircraft is being flown without a Standard Airworthiness Certificate provided the Flights are solely for the purpose of renewing the Standard Airworthiness Certificate and provided a valid ferry Flight permit has been issued by the F.A.A. in respect of the Flights.
- (G) **WAR AND OTHER PERILS EXCLUSION CLAUSE.** To any loss, damage or liability directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalization or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

GENERAL CONDITIONS

These conditions apply to all parts of this policy. Please read them carefully:

- (A) **ASSISTANCE AND CO-OPERATION.** The Named Insured and Anyone We insure under this policy must co-operate with Us and attend hearings and trials if We request, and must assist Us in effecting settlements, securing and giving evidence and obtaining the attendance of witnesses. The Named Insured and Anyone We insure under this policy must not, except at their own cost, make any payment, take on any obligation or expense or admit any fault other than as stated under Section Two (G) 1 (protect the Aircraft).

(B) REPRESENTATIONS.

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to Us; and
- c. We have issued this policy in reliance upon your representations.

(C) ACTION AGAINST INSURED BY US. We have the right to sue the Named Insured for non payment of premium due under this policy, and We have the right to sue the Named Insured and Anyone We insure under this policy for breach of any other obligation arising from or by reason of this insurance.

(D) INSPECTION AND AUDIT BY US. We are allowed to inspect the Aircraft, and all books and records relating to the Aircraft, at any time during the policy period and up to one year after the end of the policy period or until final settlement of all claims is made.

(E) OUR RIGHT OF RECOVERY. Except in respect of Section Three (A) Coverage E - (medical payments), if We make any payment under this policy which can be recovered from somebody else, the Named Insured and Anyone We insure under this policy agrees to transfer to Us, in exchange for that payment, any right to make this recovery. The Named Insured and Anyone We insure under this policy must do everything necessary to transfer this right of recovery to Us, including allowing suit to be brought in the name of the Named Insured and Anyone We insure under this policy. The Named Insured and Anyone We insure under this policy must not interfere with Our effort to recover and must preserve any evidence. We are not obliged to attempt to recover any deductible that may have been paid unless a specific request to do so is made to Us in writing.

(F) OTHER INSURANCE. Except with respect to insurance bought by the Named Insured to apply in excess of this policy, if the Named Insured or Anyone We insure under this policy has other insurance which will also pay for an Accident or Occurrence insured by this policy, We will only pay the percentage that the limit of this policy bears to the total limit of all policies. But this policy will only pay in excess of any valid insurance which exists with respect to Section One General Condition (N) (insurance for newly acquired Aircraft and deletion of Aircraft) and Section Three (B) Special Provision 2 (use of other Aircraft) of this policy.

(G) CHANGES. If the Named Insured wishes to change this policy, contact Us through the producer. Even though the producer may have knowledge of a request for a change, no change is effective until agreed by Us and an endorsement has been issued and signed by Us.

(H) TRANSFER OF INTEREST. Transfer of interest in this policy cannot be made by the Named Insured or by Anyone We insure under this policy without Our written consent in the form of an endorsement agreed to and issued by Us.

(I) CANCELLING THIS POLICY. The Named Insured may cancel this policy at any time by telling Us in writing *in advance* of the date that this insurance is to be cancelled, but if this policy contains additional insureds or agreements to notify other parties a certain number of days in advance of cancellation, then that number of days (plus three working days for Us to prepare the necessary documents) must be taken into account when advising Us of the date that this insurance is to be cancelled. If the Named Insured cancels We will compute the premium earned by Us by using the customary standard short rate scale or the cancellation tables promulgated under the statutes of the State shown under item 3 of the Declarations, whichever is more beneficial to the Named Insured.

We can cancel this policy at any time by mailing a notice of cancellation to the Named Insured at the address shown in Item 3. of the Declarations (postal address of Named Insured), or the Named Insured's last postal address known to Us, at least 30 days before the date that coverage will end. If We cancel because premium has not been paid, We can do so with 10 days notice instead of 30 days notice. Proof of mailing of the notice is sufficient proof that We have issued notice. We will compute the premium earned by Us based on the percentage of the policy period used multiplied by the annual premium. We will return to the Named Insured any premium paid that We have not earned, but making the refund at the time of cancellation is not a condition of cancellation. However, We will not return any Aircraft physical damage premium on an Aircraft for which We have paid the Amount of Insurance, less the applicable deductible.

- (J) **CONCEALMENT OR MISREPRESENTATION.** If the Named Insured has concealed or misrepresented any material fact or circumstance relating to this policy, either before or after a loss, then this policy is void.
- (K) **STATE INSURANCE STATUTES.** Statements in this policy which conflict with insurance statutes of the state shown in Item 3. of the Declarations (postal address of Named Insured) are automatically amended by Us to conform to the statutes.
- (L) **OUR OBLIGATIONS AND INSURED'S DUTIES.** We will only provide the coverage in this policy if the Named Insured pays the premium stated in this policy and only if the policy requirements are fully complied with. We have the right to deduct any premium or other debts owed under this policy from any payment We make to the Named Insured or to Anyone We insure under this policy.
- (M) **WHEN INSURANCE IS PROVIDED.** Insurance is only provided under this policy during the policy period shown in Item 4. of the Declarations (policy period).
- (N) **INSURANCE FOR NEWLY ACQUIRED AIRCRAFT AND DELETION OF AIRCRAFT:**
1. We will insure, for an additional premium, Aircraft acquired during the policy period if these Aircraft are owned or leased by the Named Insured and provided that:
 - (a) We insure all Aircraft owned or leased by the Named Insured.
 - (b) We are advised of the acquisition of the new Aircraft within ten (10) days after the date that it was acquired.
 - (c) The newly acquired Aircraft:
 - (i) is of the same type as an Aircraft shown under Item 9. of the Declarations (description of Aircraft).
 - (ii) has no more than the number of engines of an Aircraft shown under Item 9. of the Declarations (description of Aircraft).
 - (iii) has engine(s) which do not exceed 150% of the power of the engine(s) of an Aircraft shown under Item 9. of the Declarations (description of Aircraft).
 - (iv) has total seating, including Crew, which does not exceed the total seats, including Crew, of an Aircraft shown under Item 9. of the Declarations (description of Aircraft).
 - (d) The maximum amount of insurance of the newly acquired Aircraft will be the price paid by the Named Insured, but in no event greater than the highest amount of insurance of an Aircraft shown under Item 9. of the Declarations (description of Aircraft). If the price paid for the Aircraft is greater than the highest amount of insurance of an Aircraft shown under Item 9. of the Declarations (description of Aircraft) and We have not agreed to this greater amount, then in the event of a claim under Section Two of this policy, We will only pay the

same proportion of the claim that the highest amount of insurance of an Aircraft shown under Item 9. of the Declarations (description of Aircraft) bears to the actual price paid.

- (e) Our agreement is obtained before any Aircraft that is not provided for under (a), (b), (c) or (d) of this General Condition (N) is acquired. Aircraft falling within this category may be subject to different terms than those falling under (a), (b), (c) or (d) of this General Condition (N).
 - (f) The Named Insured agrees to pay the full annual Section Two premium in respect of any newly acquired Aircraft on which We pay the amount of insurance, less the applicable deductible.
2. If an Aircraft insured under this policy is sold, disposed of or deleted, We will return pro rata of the annual premium for that Aircraft, except:
- (a) Where there is a claim under Section Two of this policy in respect to that Aircraft, in which case We will not return the Section Two premium.
 - (b) When the last Aircraft insured under this policy is sold, disposed of or deleted, in which event We will keep short-rate of the annual premium for that Aircraft in accordance with the customary short rate scale or the cancellation tables promulgated under the statutes of the State shown in item 3 of the Declarations, whichever is most beneficial to the Named Insured.
- We must be advised within ten (10) days after the sale, disposal or deletion of any Aircraft insured under this policy.
3. If, for any reason, an Aircraft is insured under this policy for less than fifteen (15) days, We will charge fifteen (15) days premium for that Aircraft. Aircraft that are insured for fifteen (15) days or more will be subject to the premium terms shown under Paragraphs (1) and (2) of this General Condition (N).

SECTION TWO

AIRCRAFT PHYSICAL DAMAGE

Please refer to Item 9. of the Declarations (description of Aircraft) to see which Aircraft Physical Damage Coverage this policy insures, the Amount of Insurance and the Deductible for which the Named Insured is responsible.

This coverage is for the benefit of the Named Insured and not for the benefit of Anyone else in possession of the Aircraft.

(A) WHAT WE INSURE:

- 1. **Coverage F** - to pay for Physical Loss of or damage to the Aircraft, including Disappearance, caused by Accident, but see the exclusions which show what We will not insure.
- 2. **Coverage G** - to pay for Physical Loss of or damage to the Aircraft caused by Accident, but only while the Aircraft is not In Motion, but see the exclusions which show what We will not insure.
- 3. **Coverage H** - to pay for Physical Loss of or damage to the Aircraft caused by Accident, but only while the Aircraft is not in Flight, but see the exclusions which show what We will not insure.

(B) DEDUCTIBLE (what the Named Insured must pay or bear). We will deduct from the amount We owe under this policy the deductible shown in Item 9. of the Declarations (description of

Aircraft). We will not apply any deductible if a fixed wing Aircraft is a Total Loss, but We will apply the deductible if a rotorwing Aircraft is a Total Loss.

(C) WHAT WE WILL PAY:

1. If the Aircraft is a Total Loss, We will pay the Amount of Insurance shown in Item 9. of the Declarations (description of Aircraft) less the deductible which applies. We are entitled to all salvage value of the Aircraft.
2. If the Aircraft is not a Total Loss, We will pay the reasonable cost to repair the Aircraft, including essential temporary repairs, being the cost of labor at straight time rates (excluding overtime), parts and materials of like kind and quality and the cost of transportation, less the deductible which applies. We are entitled to all the salvage value of the parts that have been replaced.

However, We will not pay more than the amount of insurance shown under Item 9. of the Declarations (description of Aircraft) less the applicable deductible.

We will not accept responsibility for the Aircraft nor the replaced part(s), nor will We accept title to the Aircraft nor the replaced part(s). If the Aircraft or replaced part(s) is to be sold, the Named Insured is responsible for the delivery of a clear title to the buyer.

(D) COST OF TRANSPORTATION. We will pay the cost of transporting new or damaged parts or of transporting the damaged Aircraft to the place where repairs will be made and its return to the place of Accident or home airport, whichever is the nearer. These costs will be limited to the least expensive method of reasonable transportation.

(E) APPRAISAL/ARBITRATION. If the Named Insured and We cannot agree to the amount of loss, either party may insist that the matter be put to arbitration. The party who requires the arbitration must write and inform the other party within sixty days of Our receiving the sworn statement in proof of loss. Both parties must then select their own appraisers who must be competent to do the job. The appraisers must then select an umpire, but if they cannot agree on an umpire within 15 days, then either the Named Insured or We may request that the umpire should be selected by a judge of a court of record in the County and State where the arbitration is to take place. The appraisers will then appraise the loss, but if they cannot agree on the amount of loss, they must submit to the umpire who will make his appraisal. Agreement between the umpire and any of the appraisers will determine the amount of loss. The Named Insured and We will be responsible for paying the respective appraisers but the other costs of the appraisal, including those of the umpire, will be divided equally. It is important that the Named Insured understands that none of Our other rights, nor the Named Insured's rights, under this policy are affected by this arbitration.

(F) EXCLUSIONS (what we will not pay for): These exclusions are in addition to those appearing under Section One.

We will not pay for physical loss of or damage:

1. **Mechanical Breakdown/Wear and Tear/Ingestion:** which is due and confined to wear and tear, deterioration, freezing, mechanical, structural or electrical breakdown or failure, unless the loss or damage is the direct result of other physical damage covered under this policy, nor will We pay for engine loss or damage which is caused by heat which results from the start up, operation, shutdown, or the attempted start up, operation or shutdown of the engine, or is caused by or is attributed to the Ingestion of stone, grit, dust, sand, ice or any corrosive or abrasive material or any other substance which has a progressive or cumulative damaging effect.

2. **Loss of Use, Depreciation, Guaranty or Warranty:** that results because the Aircraft cannot be used, nor will We pay for depreciation, or loss of guaranty, or warranty, however caused.
3. **Tires:** to tires, except if damaged by fire or stolen, unless the loss or damage is a direct result of other physical damage insured under this policy.
4. **Undisclosed Financial Interest:** to the Aircraft if any person, other than the Named Insured and those named in the policy, has any financial interest in the Aircraft.
5. **Conversion, Embezzlement, Secretion:** due to conversion, embezzlement or secretion by any person in possession of the Aircraft due to any lien, mortgage or any other encumbrance, or due to any rental, sales or purchase agreement, nor to any physical loss or damage resulting therefrom.

(G) NAMED INSURED'S DUTIES (what the Named Insured must do):

If the Aircraft is damaged or lost the Named Insured must:

1. **Protect the Aircraft:** whether or not the damage or loss is covered by this policy, do everything possible to protect the Aircraft from further damage or loss. If this is not done We will not pay for any further damage or loss to the Aircraft. If the reasonable expenses incurred in doing this arise out of damage or loss covered by this policy, then We will make reimbursement for these reasonable expenses.
2. **Notice:** immediately notify Us and the police if there is any theft. We will not pay for any reward offered unless We agree.
3. **Sworn Statement in Proof of Loss:** give Us a sworn statement in Proof of Loss within 60 days of the Accident on a form which We will provide upon request.
4. **Co-operation, Statement Under Oath, Exhibiting of Damaged Aircraft:** co-operate with Us and provide all documents and statements requested and help to recover the Aircraft. If the Accident is covered under the policy We will pay for the reasonable costs for doing this. The Named Insured must allow Us to take statements under oath of the Named Insured and Anyone We choose and exhibit the damaged Aircraft to Us. The Named Insured also agrees to preserve the damaged Aircraft until We authorize its disposal. The Named Insured must attend hearings and trials and help Us in obtaining the attendance of witnesses and in the conduct of suits.

(H) WHEN WE WILL PAY - ACTION AGAINST US. We will pay for loss or damage to the Aircraft within 60 days after the Named Insured has given Us a sworn Statement in Proof of Loss, provided both parties agree on the amount and provided We agree that the Accident is covered. The Named Insured may not bring any suit or action against Us until 60 days after We have been given a sworn Statement in Proof of Loss, nor may the Named Insured bring any suit or action against Us more than 12 months after the date of the Accident.

(I) THEFT. If the Aircraft, or any part of it, is stolen and recovered before We have paid for it, We may return it to the Named Insured along with payment for any physical damage to it in accordance with the terms of the policy. Whether before or after We pay the loss, the Named Insured and Anyone We insure under Section Two must notify Us as soon as the Aircraft, or any part of it, is located.

(J) REINSTATEMENT OF COVERAGE. In the event of loss, even if it is not insured by this policy, the amount of insurance applicable to the Aircraft will be reduced at the date of Accident by the amount of the loss and the reduced value will continue until repairs are started after which the amount of

insurance will automatically increase by the cost of the repairs until the original amount of insurance is reinstated or the policy has expired.

SECTION THREE

INSURANCE FOR LIABILITY TO OTHERS

Please refer to Item 8. of the Declarations (liability coverages) to see what liability coverage and limits apply.

- (A) WHAT WE INSURE.** We will pay on behalf of the Named Insured and Anyone We insure under this policy, claims which must legally be paid because of an Occurrence causing Bodily Injury or Property Damage, but see the exclusions which show what We will not insure.

But We will only pay for these claims if they arise out of the ownership, maintenance or use of the Aircraft.

COVERAGE A - BODILY INJURY LIABILITY (excluding passengers). Coverage A insures liability for Bodily Injury to people other than Passengers in the Aircraft. The maximum amount We will pay each person is the amount shown under Item 8.A. of the Declarations (Bodily Injury excluding Passengers) under “each person” and the maximum amount We will pay for each Occurrence is the amount shown under Item 8.A. of the Declarations (Bodily Injury excluding Passengers) under “each Occurrence”.

COVERAGE B - PROPERTY DAMAGE LIABILITY. Coverage B insures liability for Property Damage. The maximum amount We will pay is the amount shown under Item 8.B. of the Declarations (Property Damage) under “each Occurrence”.

COVERAGE C - PASSENGER BODILY INJURY LIABILITY. Coverage C insures liability for Bodily Injury to Passengers in the Aircraft. The maximum amount We will pay for each Passenger is the amount shown under “each person” under Item 8.C. of the Declarations (Passenger Bodily Injury). The maximum amount We will pay each Occurrence is the amount shown under “each Occurrence” under Item 8.C. of the Declarations (Passenger Bodily Injury).

COVERAGE D - SINGLE LIMIT - BODILY INJURY (including or excluding passengers) AND PROPERTY DAMAGE LIABILITY. Coverage D insures liability for Bodily Injury and Property Damage combined; if Item 8.D. of the Declarations shows **IN**cluding Passengers then Coverage D also insures Bodily Injury to Passengers, but if Item 8.D. of the Declarations shows **EX**cluding Passengers then Coverage D does not insure Bodily Injury to Passengers.

COVERAGE E - MEDICAL PAYMENTS. Coverage E pays for all reasonable medical and funeral expenses incurred by Passengers of the Aircraft, but only if the expenses are incurred within a period of one year from the date of the Occurrence. The maximum amount We will pay for each person is shown under “each person” in Item 8.E. of the Declarations (medical payment). The maximum amount We will pay for “each Occurrence” is shown under “each Occurrence” in Item 8.E. of the Declarations (medical payment).

SEPARATE INSUREDS. The coverages shown above apply separately to the Named Insured and Anyone We insure under this Section of the policy against whom claim is made or suit is brought, but regardless of the number of persons, partnerships, corporations or organizations insured under

this Section of the policy We will not pay more than the applicable limit of liability shown in Item 8. of the Declarations (liability coverages, limits of liability and premiums).

(B) SPECIAL PROVISIONS

1. Defense, Settlement, Supplementary Payments.

This Special Provision only applies to Section Three (A) Coverages A, B, C and D, and applies only if insurance is provided by the policy (but see the exclusions which show claims for which We will not provide defense) and in this connection We will:

- (a) **Defense:** defend, at Our expense, any claim or legal action made against the Named Insured and Anyone We insure under this policy because of an Occurrence causing Bodily Injury or Property Damage insured under this policy. We may investigate, negotiate or settle any claim or legal action as We see fit.
- (b) **Bonds:** pay premiums for appeal bonds and for bonds to release any property that is being held as security. However, We are not under any obligation to apply for or furnish such bonds.
- (c) **Expenses:** pay the expense and the court costs of claims or legal actions We defend, and interest that is owed on a judgment We are paying until We have paid or offered to pay the part of such judgment which does not exceed Our Limit of Liability as shown under Item 8. of the Declarations (liability coverages, limits of liability and premiums).

We will pay expenses incurred by the Named Insured and Anyone We insure under this policy, in the event of Bodily Injury, for emergency medical and surgical relief to others necessary at the time of the Occurrence. We will also reimburse the Named Insured and Anyone We insure under this policy for all reasonable expenses (other than loss of earnings or wages and salaries of employees) incurred at Our request.

We will pay the amounts incurred under this Special Provision 1, except for settlement of suits and claims, in addition to the Limits of Liability shown under Item 8. of the Declarations (liability coverages, limits of liability and premiums).

2. Use of Other Aircraft

- (a) If the Named Insured is one individual, and is the only Insured shown in Item 2. of the Declarations (Named Insured) and
 - (b) If the purpose of use shown under Item 10. of the Declarations (purpose of use) is only Business and Pleasure or Industrial Aid and
 - (c) If We insure all Aircraft owned or leased by the Named Insured,
- then We will extend the insurance provided by this section of the policy to include use of another Aircraft by the Named Insured or spouse if they live together, provided:
- (i) This other Aircraft:
 - I. has a standard airworthiness certificate issued by the F.A.A.;
 - II. is of the same type as an Aircraft shown in Item 9. of the Declarations (description of Aircraft) and has not more than the number of engines of an Aircraft shown in Item 9. of the Declarations (description of Aircraft);
 - III. has engine(s) which do not exceed 150% of the power of the engine(s) of an Aircraft shown in Item 9. of the Declarations (description of Aircraft);
 - IV. does not have total seats, including Crew, exceeding the total seats, including Crew, of an Aircraft shown in Item 9. of the Declarations (description of Aircraft);

- V. is not owned in whole or in part by the Named Insured or any member of the Named Insured's household;
- VI. is not leased to the Named Insured under any form of lease agreement with a term of more than 30 days or lease option or purchase agreement.
- (ii) The Insurance provided under this policy will only apply in excess of any other collectible insurance available to the Named Insured or their spouse.
- (iii) We will not insure or defend under this Special Provision 2, physical loss of or damage to the other Aircraft being used or depreciation, loss of guaranty or warranty, however caused.
- (iv) We will not insure or defend under this Special Provision 2 the owner of the other Aircraft being used or any agent or employee of that owner.
- (v) We will not under this Special Provision 2 provide insurance for, or defend, any claim because of products manufactured, sold, handled or distributed by the Named Insured or the Named Insured's spouse.

3. Premises

If the Named Insured or Anyone We insure under this policy has the right to use premises at an airport for parking or storing the Aircraft, the coverage for liability to others will also protect the Named Insured and Anyone We insure under this policy for claims which must legally be paid because of an Occurrence causing Bodily Injury or Property Damage arising out of their use of those premises. The amount We will pay is included as part of the limit shown under Item 8. of the Declarations (liability coverages, limits of liability and premiums).

(C) EXCLUSIONS: (What we will not pay for) These exclusions are in addition to those shown under Section One.

1. Noise, Pollution and Other Perils Exclusion Clause.

- (a) this policy does not cover claims directly or indirectly occasioned by, happening through or in consequence of:
 - (i) noise (whether audible to the human ear or not), vibration, sonic boom and any phenomena associated therewith,
 - (ii) pollution and contamination of any kind whatsoever,
 - (iii) electrical and electromagnetic interference,
 - (iv) interference with the use of property;

unless caused by or resulting in a crash, fire, explosion, or collision or a recorded in Flight emergency causing abnormal Aircraft operation.

- (b) With respect to any provision in the policy concerning any duty of Us to investigate or defend claims, such provision shall not apply and We shall not be required to defend
 - (i) claims excluded by Paragraph 1 or
 - (ii) a claim or claims covered by the policy when combined with any claims excluded by Paragraph 1 (referred to below as "Combined Claims").
- (c) In respect of any Combined Claims, We shall (subject to proof of loss and the limits of the policy) reimburse the Named Insured and Anyone We insure under this policy for that portion of the following items which may be allocated to the claim or claims covered by the Policy:

- (i) damages awarded against the Named Insured and Anyone We insure under this policy and
 - (ii) defense fees and expenses incurred by the Named Insured and Anyone We insure under this policy.
 - (d) Nothing herein shall override any radioactive contamination or other exclusion clause attached to or forming part of this policy.
2. **Employees.** This Policy does not insure claims nor provide defense for claims because of Bodily Injury to any employee of the Named Insured or of Anyone We insure under this policy while in the course and scope of his employment for the person, organization, partnership or corporation against whom the claim has been made, or to any obligation for which the Named Insured or Anyone We insure under this policy or any company as their insurer may be held liable under any Workers' Compensation, Occupational Disease, Disability Benefit, Unemployment Compensation, Employers Liability, United States Longshoremen's and Harbor Workers Act, The Jones Act, Federal Employers Liability Act, Defense Bases Act, or any similar act, plan or law, whether state, federal or foreign.
 3. **Bodily Injury to Named Insured.** This policy does not insure claims nor provide defense for claims because of Bodily Injury to any person who is a Named Insured, or their spouse(s) or damage to the respective estates resulting from their Bodily Injury.
 4. **Property.** This policy does not insure claims nor provide defense for claims because of Property Damage to property which is:
 - (a) Owned or rented or leased by the Named Insured or Anyone We insure under this policy:
 - or
 - (b) In the care, custody or control of the Named Insured or Anyone We insure under this policy:
 - or
 - (c) Being transported by the Named Insured or Anyone We insure under this policy.

But We will cover Personal Belongings up to a limit of \$500 each Passenger.

If Property Damage is not covered by virtue of this exclusion, We also do not insure against delay, loss of market, loss of use or any consequential loss arising from such Property Damage.

This exclusion does not apply to property that is owned by one person, organization, partnership or corporation insured hereunder and damaged by another person, organization, partnership or corporation insured under this policy.

This exclusion does not apply as respects the coverage provided under Section Three (B) Special Provision 3 (premises).
 5. **Intentional Injury.** This policy does not insure claims, nor provide defense, for intentional Bodily Injury or Property Damage caused by or at the direction of the Named Insured or Anyone We insure under this policy, except to prevent physical loss or damage to the Aircraft or other dangerous interference with the operation of the Aircraft.
 6. **Assumed Liability.** This policy does not insure claims, nor provide defense for claims if the Named Insured or Anyone We insure under this policy has signed an agreement that obligates them to assume the liability of others but this exclusion does not apply to:

- (a) Liability assumed under any written agreement required by statute or ordinance or by any rule or regulation made by a Federal, State, County or Municipal Authority as a condition of use of any airport or airport facility.
- (b) Legal Liability which would have existed whether or not the agreement was signed.

(D) WHO IS INSURED UNDER THIS SECTION OF THE POLICY. We will insure any person while using or riding in the Aircraft and any person or organization legally responsible for its use provided the actual use is with the expressed permission of the Named Insured, but see Section Three (A) (Separate Insureds).

We will not insure:

- 1. Any employee, or official of the Named Insured or Anyone We insure under this policy for Bodily Injury that such person causes to another official or employee of the same employer if injured in the scope of their employment;
- 2. Any person or organization, or their agents or employees (but not the Named Insured's employees while in the scope of their employment) who are involved in the manufacture or repair of Aircraft, Aircraft engines, Aircraft parts or accessories, or in the operation of an Aircraft electronic repair shop, airport, hangar, Aircraft sales agency, airline, Aircraft rental service, commercial flying service, air taxi or charter flying service, flying club or flying school if an Occurrence arises because of their operations;
- 3. A student pilot, other than the Named Insured, or any person or organization renting or leasing the Aircraft or any person operating the Aircraft with the actual or implied knowledge or consent of said student pilot, individual or organization renting or leasing the Aircraft.

(E) INSURED'S DUTIES. (what Insureds must do): In the event of an Occurrence the Insured must:

- 1. immediately notify Us at Our address, which is shown in Item 1(A) of the Declarations; this notice must identify the Named Insured, and contain details of the Occurrence including the time, place and circumstances and the names and addresses of any injured people and witnesses.
- 2. if claim is made or suit is filed against the Named Insured or Anyone We insure under this policy, the person or organization insured must immediately notify Us by telephone or telegraph and forward the suit or claim and any demand, notice, summons, or other legal document to Us at Our address, which is shown in Item 1(A) of the Declarations.

(F) SUIT OR ACTION AGAINST US: (This does not apply to Section Three (A) Coverage E Medical Payments.) Nobody We insure under this policy may sue Us to recover payment under this Section Three of the policy, until all the terms of the policy have been complied with and a court has entered a judgment against the Named Insured or against any one We insure under this policy.

Nobody We insure under this policy may bring Us into any legal action to determine their liability or the liability of the Named Insured or of Anyone We insure.

If the Named Insured or Anyone We insure files bankruptcy or becomes insolvent, this does not relieve Us of Our obligations under this policy.

(G) FINANCIAL RESPONSIBILITY LAWS. If this policy is certified as proof of financial responsibility under any Aircraft financial responsibility law, the coverages provided by this policy will comply with

the provisions of that law but only to the extent of the coverage and limits of liability required by such law, but in no event in excess of the limits of liability shown in this policy. The Named Insured and Anyone We insure under this policy must pay back to Us any payment We make which We would not have had to make under this policy if it had not been for this paragraph.

(H) MEDICAL REPORTS:

1. **Proof and Payment of Claim (Applies to medical payments only):** As soon as possible the injured person(s) or someone on their behalf must give Us written proof of claim, under oath if We require, and must, if We request, authorize Us to obtain medical reports and copies of records. The injured person(s) must submit to physical examination by a physician selected by Us when and as often as We may reasonably request. We will pay the injured person(s) or any person(s) or organization rendering the services but this payment will be deducted from the amount payable for the injury under coverages A, C or D. Payment for medical examination does not mean that We admit liability for the injury.
2. **Action Against Us (Applies to Medical Payments only):** Legal action against Us for medical payments cannot be made unless the Named Insured or Anyone We insure has done everything We require to be done and at least 60 days must have passed since the proof of claim has been given to Us.
3. **Other Insurance (Applies to Medical Payments only):** With respect to Section One General Condition (N) (Insurance for newly acquired Aircraft and deletion of Aircraft) and Section Three (B) Special Provision 2 (Use of other Aircraft), the Insurance provided by Section Three (A) Coverage E (medical payments) is excess insurance over any other valid medical payments insurance that the Named Insured or Anyone We insure under this policy can collect.
4. We do not admit that the Named Insured or Anyone We insure under this policy has any legal liability by making medical expense payments.

This Endorsement effective October 1, 2024
forms part of Policy Number AAC N16736429 007
Issued to Key West, City of
By Westchester Fire Insurance Company

PILOTS WHO MAY FLY THE AIRCRAFT
For use with Aircraft Policy AC 102 (11-98)

The Aircraft may only be flown by the pilots listed below provided that those pilots have all the qualifications shown in this endorsement and provided also that all pilots are properly certificated, rated and qualified under the current F.A.A. regulations which apply to the operation of the Aircraft.

Any operator approved by the Named Insured

Authorized Representative

This Endorsement effective October 1, 2024
forms part of Policy Number AAC N16736429 007
Issued to Key West, City of
By Westchester Fire Insurance Company

WAR, HI-JACKING AND OTHER PERILS EXCLUSION CLAUSE (Aviation)
(For use with Aircraft Policy AC 102 11-98)

It is understood and agreed that exclusion (G) of Section One of policy form AC 102 (11-98) (War and Other Perils Exclusion Clause) is deleted and replaced with the following:

This policy does not cover claims caused by:

- (a) War, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, martial law, military or usurped power or attempts at usurpation of power.
- (b) Any hostile detonation of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
- (c) Strikes, riots, civil commotions or labor disturbances.
- (d) Any act of one or more persons, whether or not agents of a sovereign power, for political or terrorist purposes and whether the loss or damage resulting therefrom is accidental or intentional.
- (e) Any malicious act of sabotage.
- (f) Confiscation, nationalization, seizure, restraint, detention, appropriation, requisition for title or use by or under the order of any government (whether civil, military or de facto) or public or local authority.
- (g) Hijacking or any unlawful seizure or wrongful exercise of control of the Aircraft or crew in Flight (including any attempt at such seizure or control) made by any person or persons on board the Aircraft acting without the consent of the insured.

Furthermore this policy does not cover claims arising while the Aircraft is outside the control of the Insured by reason of any of the above perils.

The Aircraft shall be deemed to have been restored to the control of the Insured on the safe return of the Aircraft to the Insured at an airfield not excluded by the geographical limits of this policy, and entirely suitable for the operation of the Aircraft (such safe return shall require that the Aircraft be parked with engine shut down and under no duress).

Authorized Representative

This Endorsement effective October 1, 2024
forms part of Policy Number AAC N16736429 007
Issued to Key West, City of
By Westchester Fire Insurance Company

NUCLEAR RISKS EXCLUSION CLAUSE

- (1) This Policy does not provide insurance under any part of this Policy or provide defense under any part of this Policy:
 - (i) loss of or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss
 - (ii) any legal liability of whatsoever naturedirectly or indirectly caused by or contributed to by or arising from:
 - (a) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
 - (b) the radioactive properties of, or a combination of radioactive properties with toxic, explosive or other hazardous properties of, any other radioactive material in the course of carriage as cargo, including storage or handling incidental thereto;
 - (c) ionizing radiations or contamination by radioactive form, or the toxic, explosive or other hazardous properties of, any other radioactive source whatsoever.
- (2) It is understood and agreed that such radioactive material or other radioactive source in paragraph (1)(b) and (c) above shall not include:
 - (i) depleted uranium and natural uranium in any form;
 - (ii) radioisotopes which have reached the final stage of fabrication so as to be usable for any scientific, medical, agricultural, commercial, educational, or industrial purpose.
- (3) This Policy, however, does not provide insurance or provide defense for loss of or destruction to any property or any consequential loss or any legal liability of whatsoever nature with respect to which:
 - (i) the Insured under this Policy is also an insured or an additional insured under any other insurance policy, including any nuclear energy liability policy; or
 - (ii) any person or organization is required to maintain financial protection pursuant to legislation in any country; or
 - (iii) the Insured under this Policy is, or had this Policy not been issued would be, entitled to indemnification from any government or agency thereof.
- (4) Loss, destruction, damage, expense or legal liability in respect of the nuclear risks not excluded by reason of paragraph (2) shall (subject to all other terms, conditions, limitations, warranties and exclusions of this Policy) be covered, provided that:

This Endorsement effective October 1, 2024
forms part of Policy Number AAC N16736429 007
Issued to Key West, City of
By Westchester Fire Insurance Company

NUCLEAR RISKS EXCLUSION CLAUSE (CONT'D.)

- (i) in the case of any claim in respect of radioactive material in the course of carriage as cargo, including storage or handling incidental thereto, such carriage shall in all respects have complied with the full International Civil Aviation Organization "Technical Instructions for the Safe Transport of Dangerous Goods by Air", unless the carriage shall have been subject to any more restrictive legislation, when it shall in all respects have complied with such legislation;
- (ii) this Policy shall only apply to an incident happening during the period of this Policy and where any claim by the Insured against us or by any claimant against the Insured arising out of such incident shall have been made within three years after the date thereof;
- (iii) in the case of any claim for the loss of or destruction of or damage to or loss of use of an aircraft caused by or contributed to by radioactive contamination, the level of such contamination shall have exceeded the maximum permissible level set out in the following scale:

Emitter (IAEA Health and Safety Regulations)	Maximum permissible level of non-fixed radioactive surface contamination (Averaged over 300 cm ²)
Beta, gamma and low toxicity alpha emitters	Not exceeding 4 Bequerels/cm ² (10 ⁻⁴ microcuries/cm ²)
All other emitters	Not exceeding 4 Bequerels/cm ² (10 ⁻⁵ microcuries/cm ²)

- (iv) the cover afforded hereby may be cancelled by us at any time by giving seven days' notice of cancellation.

Authorized Representative

This Endorsement effective October 1, 2024
forms part of Policy Number AAC N16736429 007
Issued to Key West, City of
By Westchester Fire Insurance Company

AIRCRAFT ADDITIONAL EQUIPMENT ENDORSEMENT

(For use with Aircraft Policy AC 102 11-98)

In consideration of the additional premium shown in the schedule of this endorsement, it is agreed that the definition of "Aircraft" is amended to include the equipment scheduled in this endorsement, hereinafter called equipment, which may be attached to any "Aircraft" insured hereunder.

At such times as the equipment is attached to an "Aircraft" the amount of insurance applicable to the "Aircraft" as stated in item 9 of the declarations shall be automatically increased by the amount of insurance shown in the schedule of this endorsement subject to the applicable deductibles. The deductible shown in the schedule of this endorsement shall apply to each and every loss, including fire and theft, sustained by said equipment when it is removed from the "Aircraft".

SCHEDULE

Additional Premium: \$ Included

Scheduled Equipment Zenmuse X45 Camera

Serial Number OCGDFDZ000491

Amount of Insurance \$ 3,000

Deductible \$ 300

Authorized Representative

This Endorsement effective October 1, 2024
forms part of Policy Number AAC N16736429 007
Issued to Key West, City of
By Westchester Fire Insurance Company

DATE RECOGNITION EXCLUSION ENDORSEMENT
(For use with Aircraft Policy AC 102 11-98)

We will not provide insurance under any part of this policy or provided defense under any part of this policy for any claim, damage, injury, loss, cost, expense or liability (whether in contract, tort, negligence, product liability, misrepresentation, fraud or otherwise) of any nature whatsoever arising from or occasioned by or in consequence of (whether directly or indirectly and whether wholly or partly):

- (a) the failure or inability of any computer hardware, software, integrated circuit, chip or information technology equipment or system (whether in the possession of the Insured or of any third party) accurately or completely to process, exchange or transfer year, date or time data or information in connection with:

- the change of year from 1999 to 2000; and/or
- the change of date from 21 August 1999 to 22 August 1999; and/or
- any other change of year, date or time;

whether on or before or after such change of year, date or time;

- (b) any implemented or attempted change or modification of any computer hardware, software, integrated circuit, chip or information technology equipment or system (whether in the possession of the Insured or of any third party) in anticipation of or in response to any such change of year, date or time, or any advice given or services performed in connection with any such change or modification;
- (c) any non-use or unavailability for use of any property or equipment of any kind whatsoever resulting from any act, failure to act or decision of the Insured or of any third party related to any such change of year, date or time;

and any provision in this Policy concerning our duty to investigate or defend claims shall not apply to any claims so excluded.

Authorized Representative

This Endorsement effective October 1, 2024
forms part of Policy Number AAC N16736429 007
Issued to Key West, City of
By Westchester Fire Insurance Company

DATE RECOGNITION LIMITED COVERAGE ENDORSEMENT
(For use with Aircraft Policy AC 102 11-98)

In consideration of the premium at which this policy is written, it is understood and agreed that the Date Recognition Exclusion Endorsement AC161 (11-98) shall not apply to any coverage provided under:

1. Section Two (Aircraft Physical Damage), of this policy;
2. Section Three (Insurance for Liability to Others) of this policy for;
 - (a) accidental Bodily Injury (fatal or otherwise) to Passengers directly caused by an accident to the Aircraft; and/or
 - (b) loss of or damage to baggage and personal articles of Passengers, mail and cargo directly caused by an accident to the Aircraft; and/or
 - (c) accidental Bodily Injury (fatal or otherwise) or accidental Property Damage directly caused by an accident to the Aircraft or by any person or object falling therefrom;

For the purposes of this paragraph 2, the word "accident" means a sudden event, during the policy period, which is neither expected nor intended by the Named Insured or Anyone We insure under this policy, that involves the Aircraft.

provided that:

1. Coverage provided pursuant to this endorsement shall be subject to all terms, conditions, limitations, warranties, exclusions and cancellation provisions of the policy (except as specifically provided herein), and nothing in this endorsement extends coverage beyond that which is provided by the policy.
2. Nothing in this endorsement shall provided any coverage in respect of grounding of any Aircraft.
3. The Insured recognizes that We consider the information provided by the Insured in the application form, and/or other documentation provided, to be material to our decision to issue this endorsement. The Insured further agrees that it has a continuing obligation to disclose in writing to Us during the policy period any additional material facts relating to the Date Recognition Conformity of the Insured's operations, equipment and products.

Authorized Representative

This Endorsement effective October 1, 2024
forms part of Policy Number AAC N16736429 007
Issued to Key West, City of
By Westchester Fire Insurance Company

**AMENDMENT TO INCLUDE COVERAGE FOR CERTIFIED ACTS OF TERRORISM;
CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

AIRCRAFT POLICY

1. No exclusion of terrorism contained in this policy applies to a "certified act of terrorism".
2. In the event that aggregate insured losses certified under the federal Terrorism Risk Insurance Act (hereafter "TRIA") exceed \$100 billion in a calendar year and we have met our insurer deductible under TRIA, we are not liable for payment for any part of such losses that exceed \$100 billion.

In such case insured losses up to that amount will be pro-rated according to the procedures established by the Secretary of the Treasury of the United States of America.
3. "Certified act of terrorism" means an act certified by the Secretary of the Treasury in accordance with the provisions of TRIA, to be an act of terrorism pursuant to TRIA. The criteria for a "certified act of terrorism" include the following:
 - A. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to TRIA; and
 - B. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is part of an effort to coerce the civilian population of the United States of America or to influence the policy or affect the conduct of the United States Government by coercion.
4. The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under this Coverage Part.

Subject otherwise to all terms and conditions of this policy to which this endorsement is attached.

Authorized Representative

POLLUTION ENDORSEMENT

1. SECTION THREE (C) EXCLUSIONS, is amended by deleting exclusion 1. and inserting the following:

1. **Noise and pollution and other perils.**

This Policy does not cover claims directly or indirectly, occasioned by, happening through, in consequence of:

- (a) noise(whether audible to the human ear or not), vibration, sonic boom and any phenomena associated therewith;
- (b) "Pollution" or contamination of any kind whatsoever;
- (c) electrical or electromagnetic emission or interference of any kind whatsoever;
- (d) interference with the use of property;
- (e) any direction, obligation, request, demand, order, or statutory or regulatory requirement, or any voluntary decision to do so, that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify, neutralize, protect against or in any other way respond to the actual, alleged or threatened presence of "Pollutants" or "Waste".

unless caused by or resulting in a crash, fire, explosion or collision or a recorded inflight emergency causing abnormal aircraft operation.

2. SECTION ONE, GENERAL DEFINITIONS, is amended as follows:

- a. Definition (D), the definition of "Bodily Injury", shall be amended by adding the following:

"Bodily injury" also means fear of bodily injury, sickness or disease and, if arising out of the foregoing, mental anguish including death resulting therefrom.

- b. The following definitions are added:

"Pollution" means the mere presence of "Pollutants" in any form, as well as the actual, alleged or threatened discharge, dispersal, release, escape, seepage, migration or disposal of "Pollutants" in any form.

"Pollutants" include, without limitation, solid, liquid, gaseous or thermal irritants, any air emission, contaminant, smoke, vapor, soot, fume, acid, alkali, chemical, "waste", or any material alleged to be a possible or probable carcinogenic, odor, waste water, oil or other petroleum product, infectious or medical waste, asbestos or asbestos product, fungus (including mold or mildew or any mycotoxin, spore, scent or byproduct produced or released by fungi, other than any fungi intended by the insured for consumption).

"Waste" includes materials to be recycled, reconditioned or reclaimed, whether or not the material has been disposed of by you or any person handling the waste.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

This Endorsement effective October 1, 2024
forms part of Policy Number AAC N16736429 007
Issued to Key West, City of
By Westchester Fire Insurance Company

LIMITED TERRORISM COVERAGE ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

AIRCRAFT POLICY

1. Any terrorism exclusion in this policy shall not apply to an "act of terrorism" which:
 - (a) results in losses no greater than \$5,000,000 in the aggregate, attributable to all types of insurance; and
 - (b) is not otherwise excluded by this policy.
2. Additional definition:

"Act of terrorism" means an act that is:

 - (a)
 - (1) dangerous to human life; or
 - (2) property; or
 - (3) infrastructure; and
 - (b) committed by an individual or individuals; and
 - (c) seen as part of an effort to:
 - (1) coerce a civilian population; or
 - (2) influence the policy or affect the conduct of any government by coercion.
3. Multiple "acts of terrorism" which occur in a seventy-two hour period and which appear to:
 - (a) be carried out in concert; or
 - (b) have a related purpose; or
 - (c) have common leadership

shall be deemed one "act of terrorism".

All other terms and conditions of this policy remain unchanged.

This Endorsement effective October 1, 2024
forms part of Policy Number AAC N16736429 007
Issued to Key West, City of
By Westchester Fire Insurance Company

PERSONAL INJURY EXTENSION ENDORSEMENT
(For use with Aircraft Policy AC 102 11-98)

In consideration of the premium shown in the Schedule of this endorsement, it is agreed that:

1. SECTION ONE, GENERAL DEFINITIONS is amended as follows:

- a. Subsection (D), the definition of "Bodily Injury", is amended by adding the following:

"Bodily Injury" also means Personal Injury, but solely with respect to coverage under Coverage D of Section Three, Insurance for Liability to Others, at subsection (A), What We Insure.

- b. The following new definition is added:

"Personal Injury" means injury arising out of:

- (1) False arrest, detention or imprisonment
- (2) Malicious prosecution
- (3) Wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies by or on behalf of its owner, landlord or lessor;
- (4) Slander, libel or defamation;
- (5) Oral or written material that violates a person's right to privacy; or
- (6) Misdirection of a passenger by the Named Insured or Anyone We insure under this policy to the wrong aircraft, automobile or connection transportation.

However, Personal Injury shall not include injury arising out of the past, present or future employment of a person by the Named Insured or Anyone We insure under this policy.

2. Solely with respect to the coverage for Personal Injury provided by section 1 of this endorsement SECTION THREE, INSURANCE FOR LIABILITY TO OTHERS, is amended by adding the following to subsection (C) EXCLUSIONS (What we will not pay for):

In addition to the other exclusions in this subsection (C) EXCLUSIONS (What we will not pay for), the following exclusions apply to Personal Injury:

These exclusions are in addition to those shown under Section One.

This policy does not cover any loss, damage and liability directly or indirectly occasioned by, happening through or in consequence of:

- > advertising, publishing, broadcasting, webcasting, or telecasting the goods, products or services of the Named Insured or Anyone We insure under this policy;
- > the oral or written publication of material if done by or at the direction of the Named Insured or of Anyone We insure under this policy with knowledge of its falsity; or in consequence of the oral or written publication of material if first published before the inception of the policy period;

PERSONAL INJURY EXTENSION ENDORSEMENT CONTINUED

- > the oral or written publication of material if first published before the inception of the Policy Period;
- > the willful violation of a statute or ordinance if violated by or with the consent of the Named Insured or of Anyone We insure under this policy;
- > liability of Anyone assumed by the Named Insured or Anyone We insure under any oral or written contract or agreement. However, this exclusion shall not apply to the extent liability of the Named Insured or Anyone We insure under this policy would exist in the absence of such contract or agreement;
- > an offense committed, attempted, or allegedly committed or attempted, in a state which does not recognize a cause of action for that offense based in negligence.

Nor does this policy cover any loss, damage and liability directly or indirectly sustained by the Named Insured.

3. Solely with respect to the coverage for Personal Injury provided by section 1 of this endorsement SECTION THREE, INSURANCE FOR LIABILITY TO OTHERS, is amended at subsection by adding the following to COVERAGE D in subsection (A) WHAT WE INSURE:

Notwithstanding anything to the contrary in this Coverage D, the maximum amount We will pay for all loss, damage or liability directly or indirectly occasioned by, happening through or in consequence of Personal Injury under this policy is the amount shown in the Schedule below, which is part of, and not in addition to, the applicable limit of liability for Bodily Injury in Item 8 of the Declarations (liability coverages, limits of liability and premiums).

Such maximum limit of liability for Personal Injury applies:

- a. regardless of the number of insured parties, legal actions, claims made or suits brought, or the number of natural persons or organizations making claims or bringing legal actions or suits;
- b. separately to each consecutive annual period of insurance and to any remaining period of less than 12 months starting with the beginning of the Policy Period as shown in the Declarations, unless the Policy Period is extended after issuance of this policy for a period of less than 12 months. In that event, the additional period will be deemed part of the preceding period for the purposes of determining the Limit of Liability.
- c. in excess over any other insurance, whether primary, excess, contingent or on any other basis, notwithstanding the provisions of SECTION ONE, GENERAL CONDITIONS, General Condition (F) OTHER INSURANCE.

We will pay only our share of the covered amount of the claim, if any, in excess of:

- (1) the total amount of all other insurance which would pay for the claim in the absence of this policy; and

This Endorsement effective October 1, 2024
forms part of Policy Number AAC N16736429 007
Issued to Key West, City of
By Westchester Fire Insurance Company

PERSONAL INJURY EXTENSION ENDORSEMENT CONTINUED

(2) the total amount of all deductible and self insured sums under all of the other insurance.

We will share the remaining covered amount of the claim, if any, with any other insurance that is not described in this paragraph c and that was not bought specifically to apply in excess of the limits of liability hereunder for Personal Injury.

- d. Subsection (B)1(a) of SECTION THREE, INSURANCE FOR LIABILITY OF OTHERS, of this policy shall not apply with respect to any claim, suit or legal action as to which any other insurer has a duty to defend. If no other insurer defends, We will defend, but are entitled to all the rights of the Named Insured and Anyone else that We insure under this policy, against all of those other insurers.

SCHEDULE

The following Limits apply to the Coverage for Personal Injury provided as opposed to the Limits shown under Item 8 on the Declarations.

COVERAGES	LIMITS OF LIABILITY US\$	
(1) Bodily Injury Excluding Passengers	\$	each person
	\$	each Occurrence and in the aggregate
(2) Property Damage	\$	each Occurrence and in the aggregate
(3) Passenger Bodily Injury	\$	each person
	\$	each Occurrence and in the aggregate
(4) Single Limit Excluding Passengers	\$ 1,000,000	each Occurrence and in the aggregate
(5) Single Limit Including Passengers	\$	each Occurrence and in the aggregate
(6) Single Limit Including Passengers	\$	each Occurrence and in the aggregate, but with Passenger Bodily Injury limited to the following amount per passenger, which limit is within the above aggregate and not in addition thereto.
Limit any one Passenger	\$	

ADDITIONAL PREMIUM for Personal Injury Extension: Included

All other terms and conditions remain unchanged.

Authorized Representative

This Endorsement effective October 1, 2024
forms part of Policy Number AAC N16736429 007
Issued to Key West, City of
By Westchester Fire Insurance Company

**KNOWLEDGE, CONSENT AND UNINTENTIONAL FAILURE TO REPORT
ENDORSEMENT**

(For use with Aircraft Policy AC 102 11-98)

In consideration of the premium at which this policy is written, it is understood and agreed that:

1. Section Three, Insurance for Liability to Others, is amended at subsection (E), Insured's Duties (what Insureds must do), by adding the following part:

In the event of an Occurrence, claim or suit, knowledge of an Occurrence by an agent servant or employee of the Named Insured or Anyone We insure under this policy shall not constitute knowledge by the Named Insured or Anyone We insure under this policy, unless an executive officer, partner, proprietor or risk manager of such named Insured or Anyone We insure under this policy has knowledge or reasonably should have known of the Occurrence.

2. Section One, General Conditions, is amended at Condition B, Representations, by adding the following parts :

An unintentional failure to disclose material facts by the Named Insured or Anyone we insure under this policy shall not be a basis for denial of any coverage, provided that such unintentional failure is corrected immediately upon discovery by an executive officer partner, proprietor or risk manager of the Named Insured or Anyone We insure under this policy.

An unintentional failure to submit reports or contracts or comply with notices, except those required under Section Three, Insurance for Liability to Others, subsection (E), Insured's Duties (what insureds must do), shall not be a basis for denial of any coverage, provided that such unintentional failure is corrected immediately upon discovery by an executive officer, partner, proprietor or risk manager of the Named Insured or Anyone We insure under this policy.

All other terms and conditions remain unchanged.

Authorized Representative

This Endorsement effective October 1, 2024
forms part of Policy Number AAC N16736429 007
Issued to Key West, City of
By Westchester Fire Insurance Company

CANCELLATION NOTIFICATION CHANGE ENDORSEMENT

It is understood and agreed that Section One, General Conditions, subsection (I), Cancelling This Policy, is amended by deleting "30" and replacing it with 90 however, this amendment shall not operate to change any provisions of any statutory cancellation requirements unless more beneficial to the Named Insured.

All other terms and conditions remain unchanged

Authorized Representative

FLORIDA CHANGES - CANCELLATION AND NONRENEWAL

Section (I) of the General Conditions, CANCELLING THIS POLICY, is replaced by the following:

Cancellation

1. The Named Insured may cancel this policy at any time by telling us in writing in advance of the date that this insurance is to be cancelled, but if this policy contains additional insureds or agreements to notify other parties a certain number of days in advance of cancellation, then that number of days (plus three working days for us to prepare the necessary documents) must be taken into account when advising us of the date that this insurance is to be cancelled. If the Named Insured cancels we will compute the premium earned by us by using the customary standard short rate scale or the cancellation tables promulgated under the statutes of the State shown under item 3 of the Declarations, whichever is more beneficial to the Named Insured.
 2. Cancellation Of Policies in Effect
 - a. For 90 Day or Less
If this policy has been in effect for 90 days or less, we may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation, accompanied by the reasons for cancellation, at least:
 - 1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - 2) 20 days before the effective date of cancellation if we cancel for any other reason, except we may cancel immediately if there has been:
 - (a) a material misstatement or misrepresentation; or
 - (b) a failure to comply with the underwriting requirements established by the insurer.
 - b. For More Than 90 Days
If this policy has been in effect for more than 90 days, we may cancel this policy only for one or more of the following reasons:
 - 1) Nonpayment of premium;
 - 2) The policy was obtained by a material misstatement;
 - 3) Failure to comply with underwriting requirements established by the insurer within 90 days of the effective date of coverage
 - 4) A substantial change in the risk covered by the policy; or
 - 5) The cancellation is for all insureds under such policies for a given class of insureds.
- If we cancel this policy for any of these reasons, we will mail or deliver to the first Named Insured written notice of cancellation, accompanied by the reasons for cancellation, at least:
- a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 45 days before the effective date of cancellation if we cancel for any of the other reasons stated in Paragraph 2.b.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
 4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.

This Endorsement effective October 1, 2024
forms part of Policy Number AAC N16736429 007
Issued to Key West, City of
By Westchester Fire Insurance Company

5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first named insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund. However, we will not return any aircraft physical damage premium on an aircraft for which we have paid the Amount of Insurance, less the applicable deductible.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

Nonrenewal

1. If we decide not to renew this policy we will mail or deliver to the first Named Insured written notice of nonrenewal, accompanied by the reason for nonrenewal, at least 45 days prior to the expiration of this policy.
2. Any notice of nonrenewal will be mailed or delivered to the first Named Insured's last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

Authorized Representative

This Endorsement effective October 1, 2024
forms part of Policy Number AAC N16736429 007
Issued to Key West, City of
By Westchester Fire Insurance Company

TRADE OR ECONOMIC SANCTIONS ENDORSEMENT

This endorsement modifies insurance provided under AIRPORT OWNERS AND OPERATORS GENERAL LIABILITY POLICY.

This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing insurance, including, but not limited to, the payment of claims.

All other terms and conditions of the policy remain unchanged.

Authorized Representative



Questions About Your Insurance?

Answers to questions about your insurance, coverage information, or assistance in resolving complaints can be obtained by calling Chubb, Customer Support Service Department, at 1-800-352-4462.



ACE American Insurance Company
436 Walnut Street
Philadelphia, PA 19106
800-352-4462 (please call for
inquiries/customer service/complaints)

Blanket Cancer Insurance Application

Application is hereby made for a plan of Blanket Cancer Insurance based on the following statements and representations:

Applicant (Full Legal Name): **City of Key West**

Street Address: 1300 White St

City, State, Zip: Key West, FL 33030

The terms and conditions of the requested plan of insurance may vary in certain states as required by the laws of those states. The terms of the policy when issued will govern. It is agreed the insurance applied for will not become effective unless: a) this Application is received and approved by the Insurance Company based on current rules and requirements; b) the Policy is accepted by the Applicant; and c) the required premium is paid when due.

Policy Number: PTP N18209822

Requested Policy Term: October 1, 2024 to October 1, 2025

Classes of Eligible Persons:

Class 1: All eligible Firefighters of the Policyholder as on file with the Policyholder.

Class 2: All eligible Fire Investigators of the Policyholder as on file with the Policyholder.

Class 3: All Firefighters or Fire Investigators of the Policyholder whose names are on file with the Policyholder, employed by the Policyholder for at least 5 continuous years, have terminated employment with the Policyholder within the last 10 years and have continued coverage in his or her employer-sponsored health plan or group health insurance trust fund.

For any insurance paid for in part, or wholly, by individual insureds, the Applicant will support enrollment activities and allow all eligible persons an opportunity to enroll. No brochures or any material referencing the requested insurance will be published without the prior written approval of the Insurance Company.

DESCRIPTION OF COVERAGE

Benefits:

Class 1: ☒ First Diagnosis Cancer Benefit
Benefit Amount: \$25,000

☒ Cancer Death Benefit
Principal Sum: \$75,000

Class 2: ☒ First Diagnosis Cancer Benefit
Benefit Amount: \$25,000

☒ Cancer Death Benefit
Principal Sum: \$75,000

Class 3: ☒ First Diagnosis Benefit Continuation
Benefit Amount: \$25,000

Total Premium: \$19,634 per Policy Term

The Applicant represents the information contained in this application is true and correct and forms the basis of the requested insurance.

WARNING: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO INJURE, DEFRAUD, OR DECEIVE ANY INSURER FILES A STATEMENT OF CLAIM OR AN APPLICATION CONTAINING ANY FALSE, INCOMPLETE, OR MISLEADING INFORMATION IS GUILTY OF A FELONY OF THE THIRD DEGREE.

Signed for the Policyholder

Title

Date

Signed by Licensed Resident Agent

Agent License ID Number



ACE American Insurance Company
436 Walnut Street
Philadelphia, PA 19106
800-352-4462 (please call for
inquiries/customer service/complaints)

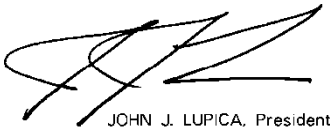
Blanket Cancer Policy

POLICYHOLDER: As shown on the Blanket Application
POLICY NUMBER: As shown on the Blanket Application
POLICY TERM: As shown on the Blanket Application
STATE OF DELIVERY: Florida

This Policy takes effect at 12:00 a.m. (midnight) at the Policyholder's address on the Policy Effective Date shown above. It will remain in effect for the duration of the Policy Term shown above if the premium is paid according to the agreed terms. This Policy terminates at 12:00 a.m. (midnight) at the Policyholder's address, on the last day of the Policy Term unless the Policyholder and We agree to continue coverage under this Policy for an additional Policy Term. If coverage is continued for an additional Policy Term and the required premiums are paid on or before the Premium Due Date, We will issue an amendment to identify the new Policy Term.

This Policy is governed by the laws of the state of Florida.

Signed for ACE American Insurance Company in Philadelphia, Pennsylvania.



JOHN J. LUPICA, President



Brandon Peene, Secretary

**THIS IS A CANCER INSURANCE POLICY. IT PAYS BENEFITS FOR SPECIFIC LOSSES FROM CANCER ONLY.
BENEFITS ARE NOT PAID FOR LOSS DUE TO ANY OTHER CAUSE.**

PLEASE READ THE POLICY CAREFULLY.

THIS POLICY HELPS SATISFY THE LUMP SUM BENEFIT REQUIREMENTS OF FLORIDA LAW SECTION 112.1816 ONLY, AND ONLY IF AN INSURED IS FIRST DIAGNOSED WITH A COVERED CANCER WHILE COVERED UNDER THIS POLICY. IT DOES NOT PROVIDE ALL THE RIGHTS AND BENEFITS AS PRESCRIBED IN 112.1816.

TABLE OF CONTENTS

SECTION	PAGE
SCHEDULE OF BENEFITS.....	3
DEFINITIONS	4
ELIGIBILITY FOR INSURANCE.....	5
EFFECTIVE DATE OF INSURANCE.....	5
TERMINATION DATE OF INSURANCE.....	5
DESCRIPTION OF BENEFITS.....	6
EXCLUSIONS.....	6
CLAIM PROVISIONS.....	7
ADMINISTRATIVE PROVISIONS	8
GENERAL PROVISIONS	9

SCHEDULE OF BENEFITS

PREMIUM DUE DATE: On or before the Policy Effective Date, and subsequently, on the Renewal Date, if the Policy is renewed for an additional term.

CLASSES OF ELIGIBLE PERSONS:

As shown on the Blanket Application

PLAN BENEFITS

First Diagnosis Cancer Benefit

Class 1 Lump Sum Benefit	As shown on the Blanket Application
Class 2 Lump Sum Benefit	As shown on the Blanket Application

Cancer Death Benefit

Class 1 Principal Sum:	As shown on the Blanket Application
Class 2 Principal Sum:	As shown on the Blanket Application

First Diagnosis Benefit Continuation

Class 3 Lump Sum Benefit	As shown on the Blanket Application
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INITIAL PREMIUM RATES: As shown on the Blanket Application

DEFINITIONS

Please note, certain words used in this document have specific meanings. These terms will be capitalized throughout the document. The definition of any word, if not defined in the text where it is used, may be found either in this Definitions section or in the *Schedule of Benefits*.

“Covered Cancer” means a medical Diagnosis by a Doctor of any of the following types of cancer. A Doctor certified as an Oncologist must confirm the Diagnosis in writing.

1. Bladder cancer
2. Brain cancer
3. Breast cancer
4. Cervical cancer
5. Colon cancer
6. Esophageal cancer
7. Invasive skin cancer
8. Kidney cancer
9. Large intestinal cancer
10. Lung cancer
11. Malignant melanoma
12. Mesothelioma
13. Multiple myeloma
14. Non-Hodgkin's lymphoma
15. Oral cavity and pharynx cancer
16. Ovarian cancer
17. Prostate cancer
18. Rectal cancer
19. Stomach cancer
20. Testicular cancer
21. Thyroid cancer

Covered Cancer does not include Non-Invasive Skin Cancer or any other cancer not specifically listed. Non-Invasive Skin Cancer means a Diagnosis of skin cancer other than malignant melanoma that has not invaded the reticular (lower) dermis and that is histologically classified as:

1. Clark's Level I or II;
2. Breslow Thickness of less than .75mm; or
3. In situ, AJCC Stage 0.

“Covered Loss” or “Covered Losses” means a condition covered under the Policy.

“Diagnosed, Diagnosis” means the definitive establishment of a Covered Cancer through the use of clinical or laboratory findings. The Diagnosis must be made by a Doctor who is a board-certified specialist where required in the Policy.

“Doctor” means a licensed health care provider acting within the scope of his or her license and rendering care or treatment to an Insured that is appropriate for the conditions and locality. It will not include an Insured or a member of the Insured's Immediate Family or household.

“Employer” means a state board, commission, department, division, bureau or agency, or a county, municipality, or other political subdivision of the state.

“Firefighter” means an individual employed as a full-time firefighter within the fire department or public safety department of a Policyholder whose primary responsibilities are the prevention and extinguishing of fires; the protection of life and property; and the enforcement of municipal, county and state fire prevention codes and laws pertaining to the prevention and control of fires.

“Fire Investigator” means an individual employed as a full-time, Florida-certified fire investigator within the fire department or public safety department of a Policyholder whose primary responsibilities are the investigation of fires and explosives, the protection of life and property; and the enforcement of municipal, county and state fire prevention codes and laws pertaining to the prevention and control of fires.

“First Diagnosed; First Diagnosis” means a Covered Cancer is initially Diagnosed during the Policy Term and while an Insured’s coverage under this Policy is in force. First Diagnosed or First Diagnosis does not include a previous Diagnosis of a Covered Cancer that occurred prior to the Policy Effective Date or an Insured’s effective date of coverage, for which there is a Recurrence of that same Covered Cancer during the Policy Term.

“Immediate Family” means an Insured’s parent, grandparent, spouse, partner to a Civil Union, Domestic Partner, child, brother, sister or in-laws.

“Insured” means a person in a Class of Eligible Persons for whom the required premium is paid making insurance in effect for that person.

“Recurrence” means a Covered Cancer that was Diagnosed prior to the Policy Effective Date that has recurred (come back) after a period of time during which the Covered Cancer was medically determined by a board-certified specialist to have been successfully treated or in remission. Recurrence includes Covered Cancer that comes back to the same place as the original (primary) cancer Diagnosis.

“We,” “Our,” “Us” means the insurance company underwriting this insurance or its authorized agent.

ELIGIBILITY FOR INSURANCE

Each person in one of the Classes of Eligible Persons shown in the *Schedule of Benefits* is eligible to be insured on the Policy Effective Date, or the day he or she becomes eligible, if later. We maintain the right to investigate eligibility status and attendance records to verify eligibility requirements are met. If We discover the eligibility requirements are not met, Our only obligation is to refund any premium paid for that person.

EFFECTIVE DATE OF INSURANCE

An Eligible Person will be insured on the later of Policy Effective Date or the date he or she is eligible, if not required to contribute to the cost of this insurance.

TERMINATION DATE OF INSURANCE

An Insured’s coverage will end on the earliest of the date:

1. the Policy terminates;
2. the Insured is no longer eligible; or
3. the period ends for which premium is paid.

DESCRIPTION OF BENEFITS
(Benefits applicable by Class are as shown on the Blanket Application)

The following Provisions explain the benefits available under the Policy. Please see the *Schedule of Benefits* for the applicability of these benefits on a class level.

First Diagnosis Cancer Benefit

We will pay the benefit shown in the *Schedule of Benefits* if an Insured is first Diagnosed with Covered Cancer while covered under this Policy and has been employed by the Policyholder for at least 5 continuous years.

We will pay the First Diagnosis Cancer Benefit only once regardless of whether the Insured is Diagnosed with more than one of the Covered Cancers. Any Insured who has had a Diagnosis of a Covered Cancer prior to the Policy Effective Date or the Effective Date of the Insured's coverage will not be eligible for the First Diagnosis Cancer Benefit under this Policy for a Recurrence of that same Covered Cancer during the Policy Term.

First Diagnosis Benefit Continuation

If an Insured terminates employment with the Policyholder and elects to continue coverage in his or her employer-sponsored health plan, we will continue the First Diagnosis of Cancer Benefit for 10 years from the date of termination.

Cancer Death Benefit

If an Insured dies as the direct result of a Covered Cancer or treatment of a Covered Cancer while covered under this Policy, We will pay the Principal Sum shown in the *Schedule of Benefits*. In order for benefits to be payable, the First Diagnosis of a Covered Cancer must occur while covered under this policy.

EXCLUSIONS

We will only pay benefits for a Covered Cancer or resulting from the treatment of a Covered Cancer. We will not pay benefits for:

- any illness or disease except for a Covered Cancer Diagnosed while coverage under this Policy is in force.
- any other disease or incapacity that has been caused, complicated, worsened or affected by, or as a result of, Covered Cancer.
- a Covered Cancer or treatment of a Covered Cancer that is Diagnosed prior to the Effective Date of an Insured's coverage, including any Recurrence, of such Covered Cancer that is Diagnosed or medically treated either prior to or after the Effective Date of an Insured's coverage.
- Any Covered Cancer that is Diagnosed prior to the effective date of Florida law, section 112.1816.
- for death or medical expenses for which the Insured receives benefits under any Worker's Compensation Act, as an alternative to coverage under this Policy.

This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit Us from providing insurance, including, but not limited to, the payment of claims.

CLAIM PROVISIONS

Notice Of Claim: A claimant must give Us or Our authorized representative written (or authorized electronic or telephonic) notice of claim within 90 days after any loss covered by the Policy occurs. If notice cannot be given within that time, it must be given as soon as reasonably possible. This notice should identify the Insured and the Policy Number.

Claim Forms: Upon receiving written notice of claim, We will send claim forms to the claimant within 15 days. If We do not furnish such claim forms, the claimant will satisfy the requirements of written proof of loss by sending the written (or authorized electronic or telephonic) proof as shown below. The proof must describe the occurrence, extent and nature of the loss.

Proof Of Loss: Written (or authorized electronic or telephonic) proof of loss must be sent to the agent authorized to receive it. Written (or authorized electronic or telephonic) proof must be given within 90 days after the date of loss. If it cannot be provided within that time, it should be sent as soon as reasonably possible. In no event, except in the absence of legal capacity, should proof of loss be sent later than one year from the time proof is otherwise required.

Claimant Cooperation Provision: Failure of a claimant to cooperate with Us in the administration of a claim may result in the termination of a claim. Such cooperation includes, but is not limited to, providing any information or documents needed to determine whether benefits are payable or the actual benefit amount due.

Time Payment Of Claims: Any benefits due will be paid when We receive written (or authorized electronic or telephonic) proof of loss.

Payment Of Claims:

If the Insured dies, any death benefits or other benefits unpaid at the time of the Insured's death will be paid to the beneficiary Our records indicate the Insured designated for these plan benefits. If there is no named beneficiary or surviving beneficiary on record with Us or Our authorized agent, We will pay benefits to the Insured's estate. Any other benefits unpaid at death may be paid, at Our option, either to the Insured's beneficiary or estate. If benefits are payable to the Insured's estate or a beneficiary who cannot execute a valid release, We may pay benefits up to \$3,000 to someone related to the Insured or beneficiary by blood or marriage whom the We consider to be entitled to the benefits. We will be discharged to the extent of any such payment made in good faith.

Beneficiary: The Insured may designate a beneficiary. The Insured has the right to change the beneficiary at any time by written (or electronic and telephonic) notice. If the Insured is a minor, his or her parent or guardian may exercise this right for him or her. The change will be effective when We or Our authorized agent receive it. When received, the effective date is the date the notice was signed. We are not liable for any payments made before the change was received. We cannot attest to the validity of a change.

Assignment: At the request of the Insured or his or her parent or guardian, if the Insured is a minor, medical benefits may be paid to the provider of service. Any payment made in good faith will end our liability to the extent of the payment.

Physical Examinations And Autopsy: We have the right to have a Doctor of Our choice examine the Insured as often as is reasonably necessary. This section applies when a claim is pending or while benefits are being paid. We also have the right to request an autopsy in the case of death, unless the law forbids it. We will pay the cost of the examination or autopsy.

Legal Actions: No lawsuit or action in equity can be brought to recover on the Policy before 60 days following the date proof of loss was given to Us. No such action can be brought after expiration of the applicable statute of limitations from the time written proof of loss is required to be furnished.

ADMINISTRATIVE PROVISIONS

Premiums: The premiums for this Policy will be based on the rates currently in force, the plan and amount of insurance in effect.

Changes In Premium Rates: We may change the premium rates from time to time with at least 45 days advanced written, or authorized electronic or telephonic notice. No change in rates will be made until 12 months after the Policy Effective Date. An increase in rates will not be made more often than once in a 12-month period. However, We reserve the right to change rates at any time if any of the following events take place.

1. The terms of the Policy change.
2. A division, subsidiary, affiliated organization, or eligible class is added or deleted from the Policy.
3. Any federal or state law or regulation is amended to the extent it affects Our benefit obligation.
4. There is a change in the market factors or factors bearing on the risk assumed.

If an increase or decrease in rates takes place on a date that is not a Premium Due Date, a pro rata adjustment will apply from the date of the change to the next Premium Due Date.

Payment of Premium: The first Premium is due on the Policy Effective Date. If any premium is not paid when due, the Policy will be canceled as of the Premium Due Date, except as provided in the Policy Grace Period section.

Policy Grace Period: A Policy Grace Period of 31 days will be granted for the payment of the required premiums. The Policy will remain in force during the Grace Period. If the required premiums are not paid during the Policy Grace Period, insurance will end on the last Premium Due Date on which required premiums were paid. The Policyholder will be liable to Us for any unpaid premium for the time the Policy was in force.

GENERAL PROVISIONS

Entire Contract; Changes: The Policy (including any endorsements or amendments), the signed application of the Policyholder, and any individual applications of Insureds, are the entire contract. Any statements made by the Policyholder or Insureds will be treated as representations and not warranties. No such statement shall void the insurance, reduce the benefits, or be used in defense of a claim for loss incurred unless it is contained in a written application.

To be valid, any change or waiver must be in writing (or authorized electronic or telephonic communications). It must be signed by our president or secretary and be attached to the Policy. No agent has authority to change or waive any part of the Policy.

Policy Effective Date And Termination Date: The Policy begins on the Policy Effective Date at 12:01 AM Standard Time at the address of the Policyholder where this Policy is delivered. We may terminate this Policy by giving 45 days advance notice in writing (or authorized electronic or telephonic means) to the Policyholder. Either We or the Policyholder may terminate this Policy on any Premium Due Date by giving 45 days advance written (or authorized electronic or telephonic) notice to the other party. This Policy may be terminated at any time by mutual written or authorized electronic/telephonic consent of the Policyholder and Us. This Policy terminates automatically on the earlier of: 1) the Policy Termination Date shown in the Schedule of Benefits; or 2) the Premium due date if Premiums are not paid when due. We may cancel the Policy as of any Premium Due Date if Participation Requirements are not met. Termination takes effect at 12:00 a.m. (midnight) Standard Time at the Policyholder's address on the date of termination.

Clerical Error: If a clerical error is made, it will not affect the insurance of any Insured. No error will continue the insurance of a Insured beyond the date it should end under the Policy terms.

Examination Of Records And Audit: We shall be permitted to examine and audit the Policyholder's books and records at any time during the term of the Policy and within 2 years after the final termination of the Policy as they relate to the premiums or subject matter of this insurance.

Certificates Of Insurance: Where it is required by law, or upon the request of the Policyholder, We will make available certificates outlining the insurance coverage and to whom benefits are payable under the Policy.

Conformity With State Laws: On the effective date of this Policy, any provision that is in conflict with the laws in the state where it is issued is amended to conform to the minimum requirements of such laws.

Not In Lieu Of Workers' Compensation: This Policy is not a workers' compensation policy. It does not provide workers' compensation benefits.

Chubb. Insured.SM

CHUBB GROUP U.S. PRIVACY NOTICE

FACTS	WHAT DOES THE CHUBB GROUP DO WITH YOUR PERSONAL INFORMATION?	
Why?	Insurance companies choose how they share your personal information. Federal and state law gives consumers the right to limit some but not all sharing. Federal and state law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.	
What?	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> ▪ Social Security number and payment history ▪ insurance claim history and medical information ▪ account transactions and credit scores <p>When you are no longer our customer, we continue to share information about you as described in this notice.</p>	
How?	All insurance companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons insurance companies can share their customers' personal information; the reasons the Chubb Group chooses to share; and whether you can limit this sharing.	
Reasons we can share your personal information	Does Chubb share?	Can you limit this sharing?
For our everyday business purposes – such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes – to offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes – information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes – information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For nonaffiliates to market to you	No	We don't share
Questions?	Call 1-800-258-2930 or go to https://www2.Chubb.com/us-en/privacy.aspx	

Who is providing this notice?	The Chubb Group. A list of these companies is located at the end of this document.
What we do	
How does Chubb Group protect my personal information?	<p>To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.</p> <p>We restrict access to personal information to our employees, affiliates' employees, or others who need to know that information to service the account or to conduct our normal business operations.</p>
How does Chubb Group collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> ▪ apply for insurance or pay insurance premiums ▪ file an insurance claim or provide account information ▪ give us your contact information <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> ▪ sharing for affiliates' everyday business purposes – information about your creditworthiness ▪ affiliates from using your information to market to you ▪ sharing for nonaffiliates to market to you <p>State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.</p>
Definitions	
Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> ▪ Our affiliates include those with a Chubb name and financial companies, such as Westchester Fire Insurance Company and Great Northern Insurance Company.
Nonaffiliates	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> ▪ Chubb does not share with nonaffiliates so they can market to you.
Joint Marketing	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> ▪ Our joint marketing partners include categories of companies such as banks.

Other important information

For Insurance Customers in AZ, CA, CT, GA, IL, MA, ME, MN, MT, NV, NC, NJ, OH, OR, and VA only:

Under state law, under certain circumstances, you have the right see the personal information about you that we have on file. To see your information, write Chubb Group Attention: Privacy Inquiries, 202 Hall's Mill Road, P.O. Box 1600, Whitehouse Station, NJ 08889-1600. Chubb may charge a reasonable fee to cover the costs of providing this information. If you think any of the information is not accurate, you may write us. We will let you know what actions we take. If you do not agree with our actions, you may send us a statement. If you want a full description of privacy rights that we will protect in accordance with the law in your home state, please contact us and we will provide it. We may disclose information to certain third parties, such as law enforcement officers, without your permission.

For Nevada residents only: We may contact our existing customers by telephone to offer additional insurance products that we believe may be of interest to you. Under state law, you have the right to opt out of these calls by adding your name to our internal do-not-call list. To opt out of these calls, or for more information about your opt out rights, please contact our customer service department. You can reach us by calling 1-800-258-2930, emailing us at privacyinquiries@Chubb.com, or writing to Chubb Group, Attention: Privacy Inquiries, 202 Hall's Mill Road, P.O. Box 1600, Whitehouse Station, NJ 08889-1600. You are being provided this notice under Nevada state law. In addition to contacting Chubb, Nevada residents can contact the Nevada Attorney General for more information about your opt out rights by calling 775-684-1100, emailing bcpinfo@ag.state.nv.us, or by writing to: Office of the Attorney General, Nevada Department of Justice, Bureau of Consumer Protection: 100 North Carson Street, Carson City, NV 89701.

For Vermont residents only: Under state law, we will not share information about your creditworthiness within our corporate family except with your authorization or consent, but we may share information about our transactions or experiences with you within our corporate family without your consent.

Chubb Group Companies Providing This Notice

This notice is being provided by the following Chubb Group companies to their customers located in the United States: ACE American Insurance Company, ACE Capital Title Reinsurance Company, ACE Fire Underwriters Insurance Company, ACE Insurance Company of the Midwest, ACE Life Insurance Company, ACE Property and Casualty Insurance Company, Agri General Insurance Company, Atlantic Employers Insurance Company, Bankers Standard Fire and Marine Company, Bankers Standard Insurance Company, Century Indemnity Company, Chubb Custom Insurance Company, Chubb Indemnity Insurance Company, Chubb Insurance Company of New Jersey, Chubb Lloyds Insurance Company of Texas, Chubb National Insurance Company, Executive Risk Indemnity Inc., Executive Risk Specialty Insurance Company, Federal Insurance Company, Great Northern Insurance Company, Illinois Union Insurance Company, Indemnity Insurance Company of North America, Insurance Company of North America, Pacific Employers Insurance Company, Pacific Indemnity Company, Penn Millers Insurance Company, Texas Pacific Indemnity Company, Vigilant Insurance Company, Westchester Fire Insurance Company and Westchester Surplus Lines Insurance Company.

Chubb Group

Notice of HIPAA Privacy Practices for Protected Health Information

THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

This notice is effective as of June 15, 2018.

The Chubb Group of Companies, as affiliated covered and hybrid entities, (the "Company") is required by law to take reasonable steps to ensure the privacy of your personally identifiable health information, and to inform you about:

- The Company's uses and disclosures of Protected Health Information ("PHI")
- Your privacy rights with respect to your PHI;
- The Company's duties with respect to your PHI;
- Your right to file a complaint with the Company and to the Secretary of the U.S. Department of Health and Human Services ("HHS"); and
- The person or office to contact for further information regarding the Company's privacy practices.

PHI includes all individually identifiable health information transmitted or maintained by the Company, regardless of form (e.g. oral, written, electronic).

A federal law, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), regulates PHI use and disclosure by the Company. You may find these rules at *45 Code of Federal Regulations* Parts 160 and 164. This notice attempts to summarize the regulations. The regulations will supersede any discrepancy between the information in this notice and the regulations.

I. Notice of PHI Uses and Disclosures

A. Required Uses and Disclosures

Upon your request, the Company is required to give you access to certain PHI in order to inspect and copy it.

Use and disclosure of your PHI may be required by the Secretary of Health and Human Services to investigate or determine the Company's compliance with the privacy regulations.

B. Uses and Disclosures to Carry Out Treatment, Payment, and Health Care Operations

The Company and its business associates will use PHI without your consent, authorization or opportunity to agree or object to carry out treatment, payment and health care operations. The Company also may also disclose PHI to a plan sponsor for purposes related to treatment, payment and health care operations and as otherwise permitted under HIPAA to the extent the plan documents restrict the use and disclosure of PHI as required by HIPAA.

Treatment is the provision, coordination or management of health care and related services. It also includes but is not limited to consultations and referrals between one or more of your providers. For example, the Company may disclose to a treating orthodontist the name of your treating dentist so that the orthodontist may ask for your dental X-rays from the treating dentist.

Payment includes, but is not limited to, actions to make coverage determinations and payment (including establishing employee contributions, claims management, obtaining payment under a contract of reinsurance, utilization review and pre-authorizations). For example, the Company may tell a doctor whether you are eligible for coverage or what percentage of the bill will be paid by the Company.

Health care operations include, but are not limited to, underwriting, premium rating and other insurance activities relating to creating or reviewing insurance contracts. It also includes disease management, case management, conducting or arranging for medical review, legal services and auditing functions including fraud and abuse compliance programs, business planning and development, business management and general administrative activities. For example, the

Company may use information about your claims to refer you to a disease management program, project future benefit costs or audit the accuracy of its claims processing functions. The Company will not use or disclose PHI that is genetic information for underwriting purposes.

The Company also may contact you to provide appointment reminders or information about treatment alternatives or health-related benefits and services that may be of interest to you.

C. Uses and Disclosures that Require Your Written Authorization

The Company will not use or disclose your PHI for the following purposes without your specific, written authorization:

- Use and disclosure of psychotherapy notes, except for your treatment, Company training programs, or to defend Company against litigation filed by you.
- Use and disclosure for marketing purposes, except for face to face communications with you.
- Use and disclosure that constitute the sale of your PHI. The Company does not sell the PHI of its customers.

Except as otherwise indicated in this notice, uses and disclosures of PHI will be made only with your written authorization subject to your right to revoke such authorization. You may revoke an authorization by submitting a written revocation to the Company at any time. If you revoke your authorization, the Company will no longer use or disclose your PHI under the authorization. However, any use or disclosure made in reliance of your authorization before its revocation will not be affected.

D. Uses and Disclosures Requiring Authorizations or Opportunity to Agree or Disagree Prior to the Use or Release

If you authorize in writing the Company to use or disclose your own PHI, the Company may proceed with such use or disclosure without meeting any other requirements and the use or disclosure shall be consistent with the authorization.

Disclosure of your PHI to family members, other relatives or your close personal friends is allowed if:

- The information is directly relevant to the family or friend's involvement with your care or payment for that care; and
- You have either agreed to the disclosure or have been given an opportunity to object and have not objected.

E. Uses and Disclosures for which Consent, Authorization or Opportunity to Object is Not Required

Use and disclosure of your PHI is allowed without your authorization or request under the following circumstances:

(1) When required by law.

(2) When permitted for purposes of public health activities, including when necessary to report product defects and to permit product recalls and to conduct post-market surveillance. PHI may also be used or disclosed if you have been exposed to a communicable disease or are at risk of spreading a disease or condition, if authorized by law.

(3) When authorized by law to report information about abuse, neglect or domestic violence. In such case, the Company will promptly inform you that such a disclosure has been or will be made unless that notice would cause a risk of serious harm. For the purpose of reporting child abuse or neglect, it is not necessary to inform the minor that such a disclosure has been or will be made. Disclosure may generally be made to the minor's parents or other representatives although there may be circumstances under federal or state law where the parents or other representatives may not be given access to the minor's PHI.

(4) The Company may disclose your PHI to a public health oversight agency for oversight activities authorized by law. This includes uses or disclosures in civil, administrative or criminal investigations; inspections; licensure or disciplinary actions (for example, to investigate complaints against providers); and other activities necessary for appropriate oversight of government benefit programs (for example, to investigate Medicare or Medicaid fraud).

(5) The Company may disclose your PHI when required for judicial or administrative proceedings. For example, your PHI may be disclosed in response to a subpoena or discovery request provided certain conditions are met. One of those conditions is that satisfactory assurances must be given to the Company that the requesting party has made a good faith

attempt to provide written notice to you, and the notice provided sufficient information about the proceeding to permit you to raise an objection and no objections were raised or were resolved in favor of disclosure by the court or tribunal.

(6) When required for law enforcement purposes (for example, to report certain types of wounds).

(7) For law enforcement purposes, including for the purpose of identifying or locating a suspect, fugitive, material witness or missing person. Also, when disclosing information about an individual who is or is suspected to a victim of a crime but only if the individual agrees to the disclosure or the covered entity is unable to obtain the individual's agreement because of emergency circumstances. Furthermore, the law enforcement official must represent that the information is not intended to be used against the individual, the immediate law enforcement activity would be materially and adversely affected by waiting to obtain the individual's agreement and disclosure is in the best interest of the individual as determined by the exercise of the Company's best judgment.

(8) When required to be given to a coroner or medical examiner for the purpose of identifying a deceased person, determining a cause of death or other duties as authorized by law. Disclosure is permitted to funeral directors, consistent with applicable law, as necessary to carry out their duties with respect to the decedent. The Company may also disclose your PHI to organ procurement organizations.

(9) The Company may use or disclose PHI for government-approved research, subject to conditions.

(10) When consistent with applicable law and standards of ethical conduct if the Company, in good faith, believes the use of disclosure is necessary to prevent or lessen a serious and imminent threat to the health or safety of a person or the public and the disclosure is to a person reasonably able to prevent or lessen the threat, including the target of the threat.

(11) For certain government functions such as related to military service or national security.

(12) When authorized by and to the extent necessary to comply with workers' compensation or other similar programs established by law.

(13) That is "incident to" an otherwise permitted use or disclosure of PHI by the Company.

II. Rights of Individuals

A. Right to Request Restrictions on Use and Disclosure of PHI

You may request the Company to restrict its use and disclosure of your PHI to carry out treatment, payment or health care operations, or to restrict its use and disclosure to family members, relatives, friends or other persons identified by you who are involved in your care or payment for your care. However, the Company may not be required to agree to your request, unless you have paid out of pocket in full for services, depending on the specific facts.

The Company will accommodate reasonable requests to receive communications of PHI by alternative means or alternative locations, such as a location other than your home. The Company will accommodate this request if you state in writing that you would be in danger from receiving communications through the normal means.

You or your personal representative will be required to complete a form to request restrictions on uses and disclosures of your PHI.

Such requests should be made to: Leslie Kaltenbach, Senior Privacy Officer & Compliance Manager, Chubb Group, 202 Hall's Mill Road, Whitehouse Station, NJ 08889, phone: 1-833-802-4822.

B. Right to Inspect and Copy PHI

You have a right to inspect and obtain a copy of your PHI contained in a "designated record set," for as long as the Company maintains the PHI.

"*Protected Health Information*" (PHI) includes all individually identifiable health information transmitted or maintained by the Company, regardless of form.

"*Designated Record Set*" includes the medical records and billing records about individuals maintained by or for a covered health care provider; enrollment, payment, billing, claims adjudication and case or medical management record systems maintained by or for a health plan; or other information used in whole or in part by or for the covered entity to make decisions about individuals. Information used for quality control or peer review analyses and not used to make decisions about individuals is not in the designated record set.

The requested information will be provided within 30 days if the information is maintained on site or within 60 days if the information is maintained offsite. A single 30-day extension is allowed if the Company is unable to comply with the deadline.

You or your personal representative will be required to complete a form to request access to the PHI in your designated record set. Requests for access to PHI should be made to: Leslie Kaltenbach, Senior Privacy Officer & Compliance Manager, Chubb Group, 202 Hall's Mill Road, Whitehouse Station, NJ 08889, phone: 1-833-802-4822.

If access is denied, you or your personal representative will be provided with a written denial setting forth the basis for the denial, a description of how you may exercise those review rights and a description of how you may complain to the Secretary of Health and Human Services.

C. Right to Amend PHI

You have the right to request the Company to amend your PHI or a record about you in a designated record set for as long as the PHI is maintained in the designated record set.

The Company has 60 days after the request to act on the request. A single 30-day extension is allowed if the Company is unable to comply with the deadline. If the request is denied in whole or part, the Company must provide you with a written denial that explains the basis for the denial. You or your personal representative may then submit a written statement disagreeing with the denial and have that statement included with any future disclosures of your PHI.

Requests for amendment of PHI in a designated record set should be made to: Leslie Kaltenbach, Senior Privacy Officer & Compliance Manager, Chubb Group, 202 Hall's Mill Road, Whitehouse Station, NJ 08889, phone: 1-833-802-4822.

You or your personal representative(s) will be required to complete a form to request amendment of the PHI in your designated record set.

D. Right to Receive an Accounting of PHI Uses and Disclosures

Upon your request, the Company will provide you with an accounting of disclosures by the Company of your PHI during the six (6) years prior to the date of your request. However, such accounting need not include PHI disclosures made: (1) to carry out treatment, payment or health care operations; (2) to individuals about their own PHI; (3) prior to the compliance date; or (4) based upon your own written authorization.

If the accounting cannot be provided within 60 days, an additional 30 days is allowed if the individual is given a written statement of the reasons for the delay and the date by which the accounting will be provided.

If you request more than one accounting within a 12-month period, the Company will charge a reasonable, cost-based fee for each subsequent accounting.

E. Right to Obtain a Paper Copy of This Notice Upon Request (Even if you have consented to receive this notice electronically)

To obtain a paper copy of this notice contact: Leslie Kaltenbach, Senior Privacy Officer & Compliance Manager, Chubb Group, 202 Hall's Mill Road, Whitehouse Station, NJ 08889, phone: 1-833-802-4822.

F. Note About Personal Representatives

You may exercise your rights through a personal representative. Your personal representative will be required to produce evidence of his/her authority to act on your behalf before that person will be given access to your PHI or allowed to take any action for you. Proof of such authority may take one of the following forms:

- A power of attorney for health care purposes, notarized by a notary public;
- A court order of appointment of the person as the conservator or guardian of the individual; or
- An individual who is the parent of a minor child.

The Company retains discretion to deny access to your PHI to a personal representative to provide protection to those vulnerable people who depend on others to exercise their rights under these rules and who may be subject to abuse or neglect. This also applies to personal representatives of minors.

III. The Company's Duties

The Company is required by law to maintain the privacy of PHI and to provide individuals (participants and beneficiaries) with notice of its legal duties and privacy practices and to notify affected individuals of a breach of unsecured PHI. The Company is required to abide by the terms of this notice.

The Company reserves the right to change its privacy practices and to apply the changes to any PHI received or maintained by the Company prior to that date. If a privacy practice is changed, a revised version of this notice will be provided to all past and present participants and beneficiaries for whom the Company still maintains PHI. This notice and any revised version of this notice will be posted on the Company's internal website or mailed.

Any revised version of this notice will be distributed within 60 days of the effective date of any material change to the uses or disclosures, the individual's rights, the duties of the Company or other privacy practices stated in this notice.

A. "Minimum Necessary" Standard

When using or disclosing PHI, or when requesting PHI from another covered entity, the Company will make reasonable efforts not to use, disclose or request more than the minimum amount of PHI necessary to accomplish the intended purpose of the use, disclosure or request, taking into consideration practical and technological limitations.

However, the minimum necessary standard will not apply in the following situations:

- Disclosures to or requests by a health care provider for treatment;
- Uses or disclosures made to the individual;
- Disclosures made to the Secretary of HHS;
- Uses or disclosures that are required by law; and
- Uses or disclosures that are required for the Company's compliance with legal regulations.

This notice does not apply to information that has been "de-identified." *De-identified information* is information that does not identify an individual and with respect to which there is no reasonable basis to believe that the information can be used to identify an individual is not individually identifiable health information.

In addition, the Company may use or disclose "summary health information" to a plan sponsor for obtaining premium bids or modifying, amending or terminating the Company, which summarizes the claims history, claims expenses or type of claims experienced by individuals for whom the Company Sponsor has provided health benefits under the Company; and from which identifying information has been deleted in accordance with HIPAA.

IV. Your Right to File a Complaint with the Company or the HHS Secretary

If you believe that your privacy rights have been violated, you may complain to the Company in care of: Leslie Kaltenbach, Senior Privacy Officer & Compliance Manager, Chubb Group, 202 Hall's Mill Road, Whitehouse Station, NJ 08889, phone: 1-833-802-4822.

You may file a complaint with the Secretary of the U.S. Department of Health and Human Services, Hubert H. Humphrey Building, 200 Independence Avenue S.W., Washington, D.C. 20201, calling 1-877-696-6775, or visiting www.hhs.gov/ocr/privacy/hipaa/complaints/.

Your complaint must be submitted within 180 days of when you believe the violation occurred. The Company will not retaliate against you for filing a complaint.

V. Contact Information

If you have any questions regarding this notice or the subjects addressed in it, you may contact: Leslie Kaltenbach, Senior Privacy Officer & Compliance Manager, Chubb Group, 202 Hall's Mill Road, Whitehouse Station, NJ 08889, phone: 1-833-802-4822.

VI. Chubb Group Legal Entities

The following is a list of the Chubb Group companies located in the United States: ACE American Insurance Company, ACE Fire Underwriters Insurance Company, ACE Insurance Company of the Midwest, ACE Life Insurance Company, ACE Property and Casualty Insurance Company, Agri General Insurance Company, Atlantic Employers Insurance Company, Bankers Standard Insurance Company, Century Indemnity Company, Chubb Custom Insurance Company, Chubb Indemnity Insurance Company, Chubb Insurance Company of New Jersey, Chubb Lloyds Insurance Company of Texas, Chubb National Insurance Company, Executive Risk Indemnity Inc. Executive Risk Specialty Insurance Company, Federal Insurance Company, Great Northern Insurance Company, Illinois Union Insurance Company, Indemnity Insurance Company of North America, Insurance Company of North America, Pacific Employers Insurance Company, Pacific Indemnity Company, Penn Millers Insurance Company, Vigilant Insurance Company, Westchester Fire Insurance Company, Westchester Surplus Lines Insurance Company, Combined Insurance Company of America, and Combined Life Insurance Company of New York. These companies have designated themselves as *hybrid entities* and only those designated health care components identified by such companies are subject to HIPAA. In addition, these companies are legally separate affiliated companies under common ownership and have designated themselves as a *single covered entity* for purposes of HIPAA compliance.