



ADDENDUM NO. 1

Issue Date: September 27, 2023
Project Name: Agent/Broker, Self-Insurance Funds and Direct Writing Insurers for Property and Casualty Insurance
RFP Number: 2024008
RFP Opening Date: **October 3, 2023**

This addendum is being released to answer questions received to date. Duplicate questions may not receive a direct response. The information and documents contained in this addendum are hereby incorporated in the RFP. This addendum must be acknowledged where indicated on the firm information form, or the RFP may be declared non-responsive.

Questions and Answers

1. Please provide a copy of the current contract for insurance brokerage and consulting services, including any additional agreements for claims management and safety/loss prevention services.
See attachments.
2. Please provide a copy of current policies for coverages included in the RFP (lead policy only if multiple carries on placement).
See attachments.
3. Please provide 10 years of claims loss runs for all lines of coverage included in this RFP.
Requested information is not necessary to respond to this RFP.
4. Please provide a current insurance schedule to include insurers placement structure, policy terms and premiums paid for all lines of coverage included in this RFP.
Please refer to RFP pages 2-3 and the attached policies/binders.
5. Please identify any substantial changes to your program's experience for the past two years such as major premium increase of coverage placement challenges.
See attachments.
6. The RFP shows the property carries by lawyer and cost for your \$548,820,748 TIV of property; please provide your most recent property schedule, commonly identified as a schedule of values, to include as much of this information as possible: replacement costs, contents value, and if applicable, business interruption value and COPE data per each scheduled location comprising the TIV.
See attachments.
7. The RFP show your estimated payroll as \$92,738,091.42; please provide this payroll identifying number of employees and payroll per each NCCI class code.
See attachments.

Addendum 1

8. Please provide a copy of the last completed coverage applicates for your coverages, as applicable:

- a) General Liability
- b) Law Enforcement Liability
- c) Auto Liability
- d) Worker's Compensation
- e) Any other currently active coverages identified in this RFP

Indian River County's renewal applications are submitted electronically with no copies to provide.

Attachments

Current Agreement with Arthur J. Gallagher
All policies and binders currently available
FY23 and FY24 Insurance Renewal Summaries
Current Schedule of Values
Current Payroll Report

Agreement

THIS AGREEMENT ("Agreement") is made and entered into by and between: INDIAN RIVER COUNTY BOARD OF COUNTY COMMISSIONERS, a political subdivision of the State of Florida (hereinafter, "COUNTY,") and Arthur J. Gallagher Risk Management Services, Inc. (hereinafter, "BROKER").

WHEREAS, COUNTY issued a Request for Proposals and addenda, identified as RFP 2020014 (hereinafter collectively "RFP"), which is incorporated by reference herein, for the purpose of receiving submittals for Property and Casualty Insurance Broker Services; and

WHEREAS, BROKER offered a response to RFP 2020014 (hereinafter "Proposal") and subsequent Request for Submittals for Insurance Coverages (hereinafter "RFS"), which are incorporated by reference herein; and

WHEREAS, subsequent to receipt of the Submittal and Proposal by COUNTY, COUNTY and BROKER (hereinafter "the Parties") entered into negotiations, which were memorialized by correspondence or other documents (hereinafter collectively "Negotiations"), which are incorporated by reference herein; and

WHEREAS, BROKER desires to provide and COUNTY desires to receive Property and Casualty Insurance Broker Services as described under the terms and conditions of this Agreement.

NOW, THEREFORE, IN CONSIDERATION of mutual covenants and conditions set forth herein, the parties agree as follows:

ARTICLE 1 – RECITALS

1.1 Recitals. The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – TERM OF AGREEMENT

2.1 Term of Agreement. This Agreement is effective as of 12:01 a.m., May 1, 2020 and will continue until 12:01 a.m., May 1, 2021. The term of the AGREEMENT may, by mutual agreement by COUNTY and BROKER, be extended for up to three additional one-year periods.

ARTICLE 3 - COMPENSATION OF BROKER

See Attachment B.

ARTICLE 4 – GENERAL CONDITIONS

4.1 Scope of Services.

See Attachment A.

4.2 Notice of Termination or Adverse Change.

4.2.1 Notice by BROKER. BROKER shall give valid written notice to COUNTY at least one hundred and eighty (180) days prior to cancellation, non renewal, or restriction of BROKER's obligations under this Agreement. The written notice of cancellation, non renewal, or restriction of BROKER's obligations under this Agreement shall be delivered by certified mail to:

Risk Manager
Indian River County Board of County Commissioners
1800 27th Street
Vero Beach, FL 32960

4.2.2 Notice by COUNTY. This Agreement may be canceled at any time at the request of COUNTY with thirty (30) days prior written notice to BROKER stating when thereafter cancellation is to be effective.

4.2.3 Refund of Fees After Termination. In the event of termination of this Agreement for whatever reason, the earned fees shall be computed on a pro rata basis without penalty and BROKER shall refund to COUNTY the excess of paid fees or other consideration that were received by BROKER within thirty (30) days from the date of termination.

4.2.4 TERMINATION IN REGARDS TO F.S. 287.135: TERMINATION IN REGARDS TO F.S. 287.135: BROKER certifies that it and those related entities of BROKER as defined by Florida law are not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 of the Florida Statutes, and are not engaged in a boycott of Israel. In addition, if this agreement is for goods or services of one million dollars or more, BROKER certifies that it and those related entities of BROKER as defined by Florida law are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473 of the Florida Statutes and are not engaged in business operations in Cuba or Syria.

COUNTY may terminate this Contract if BROKER is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, as defined by section 287.135, Florida Statutes.

COUNTY may terminate this Contract if BROKER, including all wholly owned subsidiaries, majority-owned subsidiaries, and parent companies that exist for the purpose of making profit, is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel as set forth in section 215.4725, Florida Statutes.

4.3 Agreement – Document Priority. In the event of a conflict among the terms of this Agreement, the RFP and BROKER's responses to the RFP and RFS, this agreement shall prevail.

4.4 Hold Harmless/Indemnification.

4.4.1 BROKER agrees to indemnify, hold harmless and defend COUNTY, its agents, officers, elected officials, and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which COUNTY, their agents, officers, elected officials and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim

or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by BROKER, its agents, servants or employees; the equipment of BROKER, its agents, servants or employees while such equipment is on premises owned or controlled by COUNTY; or the negligence or other culpability of BROKER or the negligence or other culpability of BROKER's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including COUNTY's property, and injury or death of any person whether employed by BROKER, COUNTY or otherwise.

4.4.2 BROKER agrees that BROKER's obligation to hold harmless and defend an indemnitee under Section 4.4 with respect to a claim, judgment, cost, or expense resulting from bodily injury, personal injury, or damage to tangible property, caused in whole or in part by BROKER, its agents, servants or employees, shall apply whether or not the claim, judgment, cost, or expense is due to or caused in part by the negligence or other culpability of the indemnitee, excluding only the sole negligence or other sole culpability of the indemnitee.

4.4.3 Any remedy provided to an indemnitee by this Section 4.4 shall be in addition to and not in lieu of any other remedy available to the indemnitee under this Agreement or otherwise.

Notwithstanding the foregoing, BROKER recommends the indemnification be limited to losses and damages as a result of its negligence and covered under the terms of its general liability policy; any wrongful acts solely in rendering or failing to render professional services and covered under our professional liability policy; or any claim alleging a security failure, privacy event or wrongful act and covered under our cyber liability policy (note our cyber policy excludes misappropriation of trade secret by the insured; or, infringement of patent).

4.5 BROKER Insurance Requirements.

4.5.1 Evidence of Insurance.

4.5.1.1 Certificate of Insurance. BROKER shall furnish COUNTY with a fully completed satisfactory Certificate of Insurance such as a standard ACORD Certificate of Liability Insurance (ACORD Form 25) or other evidence satisfactory to COUNTY, signed by an authorized representative of the insurer(s) providing all of the coverages required herein.

4.5.1.2 Additional Insured. As evidence of the required Additional Insured status for COUNTY on the Commercial General Liability insurance, BROKER shall furnish COUNTY with a Certificate of Insurance, verifying inclusion of COUNTY, its agents, officers, elected officials, and employees as Additional Insureds in the Commercial General Liability coverage.

4.5.1.3 Notice of Cancellation. All policies of insurance providing the insurance required under this Section 4.5, must be endorsed. In addition, BROKER shall furnish COUNTY with copies of the actual endorsements, as issued on the policies and signed by an authorized representative of the insurer(s), providing that the required notice of cancellation will be provided to COUNTY. If a policy is cancelled or non-renewed, BROKER will replace policy or policy(s) with no coverage gap and a current Certificate of Insurance will be provided.

4.5.1.4 Renewal/Replacement Evidence. Until such time as the insurance is no longer required to be maintained by BROKER, BROKER shall provide COUNTY with renewal or replacement evidence of the insurance in the manner heretofore described.

Copies of Policies. Notwithstanding the prior submission of a Certificate of Insurance, copy of endorsement, or other evidence initially acceptable to COUNTY, , BROKER cannot provide copies of its policies.

4.5.2 Qualification of BROKER's Insurers.

4.5.2.1 Insurers providing the insurance required by this Agreement for BROKER must either be: (1) authorized by a subsisting certificate of authority issued by the State of Florida to transact insurance in the State of Florida, or (2) except with respect to coverage for the liability imposed by the Florida Workers' Compensation Act, an eligible surplus lines insurer under Florida Statutes.

4.5.2.2 In addition, each such insurer shall have and maintain throughout the period for which coverage is required, a Best's Rating of "A-" or better and a Financial Size Category of "VII" or better according to A. M. Best Company.

4.5.2.3 If, during the period when an insurer is providing the insurance required by this Agreement, an insurer shall fail to comply with the foregoing minimum requirements, as soon as BROKER has knowledge of any such failure, BROKER shall immediately notify COUNTY and immediately replace the insurance provided by the insurer with an insurer meeting the requirements. Until BROKER has replaced the unacceptable insurer with an insurer acceptable to COUNTY, BROKER shall be in default of this Agreement.

4.5.3 Description of BROKER Required Insurance.

4.5.3.1 Workers' Compensation and Employer's Liability Insurance. Such insurance shall be no more restrictive than that provided by the Standard Workers' Compensation Policy, as filed for use in Florida by the National Board on Compensation Insurance, without restrictive endorsements other than those which are required by the State of Florida. The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

Part One:	"Statutory"	
Part Two:	\$ 1,000,000	Each Accident
	\$ 1,000,000	Disease - Policy Limit
	\$ 1,000,000	Disease - Each Employee

4.5.3.2 Commercial General Liability Insurance. Such insurance shall be no more restrictive than that provided by the most recent version of standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements other than those required by ISO or the State of Florida those described below. The coverage may include restrictive endorsements which exclude coverage for liability arising out of:

- Mold, fungus, or bacteria
- Silica, asbestos or lead
- Terrorism
- Sexual Molestation

The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

\$ 2,000,000	General Aggregate
\$ 2,000,000	Products/Completed Operations Aggregate
\$ 2,000,000	Personal and Advertising Injury
\$ 2,000,000	Each Occurrence

COUNTY and its members, officers, employees, and agents shall be included as an additional insured - via certificate of insurance and will not include a separate endorsement. BROKER's policy includes a blanket additional insured endorsement and a \$250,000 deductible. The named insured and additional insured are subject to the same coverage, terms, conditions and exclusions in the General Liability policy.

4.5.3.3 Automobile Liability Insurance. Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of standard Business Auto Policy (ISO Form CA 00 01) without any restrictive endorsements, including coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos used in connection with the performance of the Contract. The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

\$ 2,000,000	Each Occurrence - Bodily Injury and Property Damage Combined
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4.5.3.4 Professional Liability Insurance. Such insurance shall be on a form acceptable to COUNTY and shall cover BROKER for those sources of liability arising out of the rendering or failure to render professional services in the performance of the services required in the Agreement including any hold harmless and/or indemnification agreement. Coverage must either be on an occurrence basis; or, if on a claims-made basis, the coverage must respond to all claims reported within four years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis. The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

\$ 5,000,000	Each Claim/Annual Aggregate
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The Professional Liability Insurance required under this Section may be subject to a deductible not to exceed \$25,000 per claim. Notwithstanding the foregoing, BROKER's policy is claims-made and includes coverage for one year only. Continuous (one year) coverage will be maintained or appropriate Extended Reporting Provisions (ERP) will be purchased. BROKER's policy includes a \$10,000,000 SIR, which is not subject to change.

4.5.3.5 Cyber and Privacy Liability Insurance. Such insurance shall be on a form acceptable to the COUNTY and shall cover, at a minimum, the following: Data Loss and System Damage Liability, Security Liability, Privacy Liability, and Privacy/Security Breach Response Coverage, including Notification Expenses.

Such Cyber Liability coverages must be provided on an occurrence form or, if on a claims made form, the retroactive date must be no later than the first date of this Contract and such claims-made coverage must

respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis. The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

\$1,000,000 Each Claim/Annual Aggregate

4.5.4 BROKER's Insurance Primary and Non-Contributory. The insurance provided BROKER Company shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by COUNTY or its members, officers, employees, and agents. Any insurance, or self-insurance, maintained by COUNTY shall be excess of, and shall not contribute with, the insurance provided by BROKER.

4.5.5 Self-Insurance, Deductibles or Self-Insured Retentions. Except as otherwise specifically authorized in this Agreement, or for which prior written approval has been obtained hereunder, the insurance maintained by BROKER shall apply on a first dollar basis without application of a deductible or self-insured retention. Under limited circumstances, COUNTY may, at their sole discretion, permit the application of a deductible or permit BROKER to self-insure, in whole or in part, one or more of the insurance coverages required by this Agreement. However, no such self-insurance, deductible or self-insured retention will be allowed unless and until BROKER has received prior written approval from COUNTY to use such self-insurance, deductible or self-insured retention. In addition, BROKER shall pay on behalf of COUNTY or COUNTY's member, officer, official or employee any self-insurance, deductible or self-insured retention applicable to a claim against COUNTY or COUNTY's member, officer, official or employee. The agreement by COUNTY to allow the use of any such self-insurance, deductible or self-insured retention shall be subject to periodic review by COUNTY. If, at any time, COUNTY deems that the continued use of the self-insurance, deductible or self-insured retention by AJG should not be permitted, COUNTY may, upon 60 days' written notice to AJG, require AJG to eliminate, replace, or modify the self-insurance, deductible or self-insured retention, at no additional cost to COUNTY, in a manner satisfactory to COUNTY.

4.5.6 BROKER's Insurance as Additional Remedy. Compliance with these insurance requirements shall not limit the liability of BROKER. Any remedy provided to COUNTY by the insurance provided by BROKER shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of BROKER) available to COUNTY under this Agreement or otherwise.

4.5.7 No Waiver by COUNTY Approval/Disapproval. Neither approval nor failure to disapprove insurance furnished by the Company shall relieve the Company from responsibility to provide insurance as required by this Agreement.

4.6 Compliance With Laws, Rules, And Regulations. BROKER is responsible for full and complete compliance with all laws, rules, and regulations, including those of the Florida Department of Financial Services, which may be applicable to it. Failure or inability on the part of BROKER to comply with such laws, rules, and regulations shall not relieve BROKER from its obligation to perform completely in accordance with this Agreement.

4.7 *Public Records Compliance*

- A. Indian River County is a public agency subject to Chapter 119, Florida Statutes. The BROKER shall comply with Florida's Public Records Law. Specifically, the BROKER shall:

- (1) Keep and maintain public records required by the County to perform the service.
- (2) Upon request from the County's Custodian of Public Records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law.
- (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the BROKER does not transfer the records to the County.
- (4) Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the BROKER or keep and maintain public records required by the County to perform the service. If the BROKER transfers all public records to the County upon completion of the contract, the BROKER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the BROKER keeps and maintains public records upon completion of the contract, the BROKER shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the Custodian of Public Records, in a format that is compatible with the information technology systems of the County.

B. IF THE BROKER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE BROKER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

(772) 226-1424

publicrecords@ircgov.com

Indian River County Office of the County Attorney

1801 27th Street

Vero Beach, FL 32960

- C. Failure of the BROKER to comply with these requirements shall be a material breach of this Agreement.

4.8 BROKER Is Independent Contractor. The Parties agree that BROKER is engaged to perform services under this Agreement as an independent contractor, and not as an agent, of COUNTY.

4.9 Entire Agreement. This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the Parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in, or incorporated by reference in, this document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

4.10 Amendments. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each Party hereto.

4.11 Waiver. The Parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any Party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

4.12 Governing Law. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for any lawsuit brought by either party against the other party or otherwise arising out of this Contract shall be in Indian River County, Florida, or, in the event of a federal jurisdiction, in the United States District Court for the Southern District of Florida. This section will survive the termination of this Agreement regardless of the cause giving rise to such termination.

4.13 No Waiver of Sovereign Immunity. Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by COUNTY or any person to which sovereign immunity may be applicable. This section will survive the termination of this Agreement regardless of the cause giving rise to such termination.

4.14 Non-Discrimination. BROKER shall not discriminate against any person in the performance of the duties, responsibilities and obligations under this Agreement because of race, age, religion, color, gender, national origin, marital status, disability or sexual orientation.

4.15 Successors. This Agreement shall be binding upon and shall inure to the benefit of all assigns, transferees and successors in interest of the Parties.

4.16 Assignment. Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other Party.

4.17 Notice. When any of the Parties desire to give notice to the other, such notice must be in writing, sent by U S Mail, postage prepaid, addressed to the Party for whom it is intended at the place last specified. The place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

As to COUNTY
Ms. Beth Martin
Risk Manager
Indian River County Board of County Commissioners
1800 27th Street
Vero Beach, FL 32960
bmartin@ircgov.com

As to BROKER
Ms. Erica Connick
Arthur J. Gallagher Risk Management Services, Inc.
200 South Orange Avenue, Suite 1350
Orlando, FL 32801
erica_connick@ajg.com

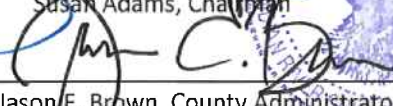
IN WITNESS WHEREOF, COUNTY and BROKER have signed this Agreement in duplicate. One counterpart each has been delivered to COUNTY and BROKER. All portions of the Contract Documents have been signed or identified by COUNTY and BROKER or on their behalf.

This Agreement was approved by the Board of County Commissioners on April 21, 2020 and will be effective on May 1, 2020.

COUNTY:

INDIAN RIVER COUNTY

By: 
Susan Adams, Chairman

By: 
Jason E. Brown, County Administrator



APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: 
Dylan Reingold, County Attorney


Jeffrey R. Smith, Clerk of Court and Comptroller

Attest: 
Deputy Clerk

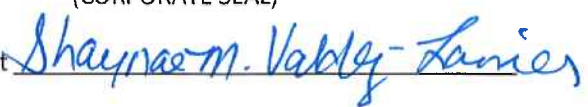
(SEAL)

BROKER:

Arthur J. Gallagher Risk Management Services, Inc.

By:  MICHAEL GILSON, AREA PRESIDENT
(BROKER)

(CORPORATE SEAL)

Attest: 

(If BROKER is a corporation or a partnership, attach evidence of authority to sign.)



Attachment A – Scope of Services

BROKER will provide the normal range of professional services, including the following specific services required:

PLACEMENT AND INSURANCE MANAGEMENT SERVICES

BROKER will:

- Design and market a Property/Casualty Insurance Program that is acceptable to the County. As appropriate and/or at the County's request, provide submissions for alternative program structures, such as different deductibles, limits, etc. or, upon request, other lines of insurance.
- Coordinate with County staff to assure that up-to-date exposure data is incorporated into specifications and issued policies.
- Issue and deliver valid and timely binders (prior to the effective date of coverage) for insurance policies purchased by the County. Review binders for accuracy. Immediately request corrections if issued binders are not delivered in accordance with the submission(s).
- Assure that insurance policies being purchased will be delivered in accordance with the submission(s) that were negotiated and/or accepted by the County.
 - Assure that the policies issued reflect no lesser policy terms, conditions, coverage amounts and options than were accepted by the County.
 - Immediately correct policy deficiencies before delivery to the County.
 - Promptly deliver the policies to the County within 30 days of policy inception. If policies are not issued within 30 days of policy inception, follow up with the insurer/wholesaler at least twice per 30 days for receipt of the policy. If any deficiencies from the accepted submission remain, provide a timeline for their resolution to the satisfaction of the County.
 - Promptly and accurately process insurance policy endorsements and other change requests as needed.
 - Be available to attend up to four risk management meetings per year with the County, as they may be scheduled, and be willing to attend additional meetings if needed.
 - Monitor and notify the County of major developments regarding the insurance industry or the County's insurers or policies that may affect the County.
 - Respond to coverage or other insurance policy questions as may be presented by the County.

- At least annually, present to County staff a written review, with the premium/claims history of the County, for the policies purchased.
- Coordinate with the County about 120 to 150 days prior to renewals on giving estimates of renewal changes in premium, coverage, policy terms, etc. and in collecting needed renewal rating and background information.
- Present renewal pricing and policy changes to the County at a minimum of 45 days before renewal or at a time agreed upon with the County.
- Obtain proposals from additional insurance markets and provide them to the County with a listing of all companies contacted, detailed spreadsheets of all submissions received and all rejection letters.
- Provide the County with Probable Maximum Loss (“PML”) studies.
- Provide final, written renewal submissions to the County on a schedule agreed upon with the County to allow for review of renewals at appropriate County meetings.
- Promptly provide rating data, premium/claims history and other information at the request of the County.
- Fully disclose insurance policy premiums, commissions or all other remuneration, including that of intermediaries, received for the sale of such policies.
- Permit the County to conduct an audit of all remuneration/revenues attributable to the County’s account and to fully cooperate with persons designated by the County to perform such audit.

LOSS CONTROL SERVICES

- Develop, with the County’s assistance and involvement, loss control programs and strategies, including educational training, seminars, research and analysis of loss trends, and develop communication materials. Provide, at a minimum, quarterly reporting detailing the loss control activities and results.

CLAIMS ADVOCACY

- Participate in claims review meetings to ensure accuracy of reserves and effective claims management.
- Coordinate claim information with designated adjusters.
- Assist with emergency procedures and disaster planning.
- Assist with claim and coverage disputes.

Attachment B – Compensation to Broker

REMUNERATION

The remuneration should be all inclusive of marketing activity and any services to be provided throughout the year with respect to the County’s property and casualty insurance program.

Full disclosure and transparency is desired for all transactions, including contingency commissions and commissions or other remuneration paid to/earned by intermediaries, including wholesaler remuneration, whether the wholesaler is related to the submitting firm or not. Be specific about arrangements that may involve contingency commissions, overrides based on total book of business, loss ratios, etc.

FEE SUBMITTAL

The following outlines the compensation to be provided to Broker over the term of this Agreement:

SERVICE		COST: FLAT ANNUAL FEE
	2020/2021	\$175,000 _____
Property and Casualty	2021/2022	\$175,000 _____
Broker Insurance Services	2022/2023	\$175,000 _____
	2023/2024	\$175,000 _____

Costs and expenses associated with travel and expenses incurred by Broker in the performance of duties performed in the performance of its obligations in this Agreement shall be the sole responsibility of Broker.

COMPENSATION TO INTERMEDIARIES

Broker may utilize insurance intermediaries (such as a wholesale insurance broker, managing general agent, managing general underwriter or reinsurance broker) for the placement of the County’s insurance. The compensation received by the insurance intermediary for placement is to be no more than the following stated percentage, in addition to above Broker compensation:

SERVICE	COST: PERCENTAGE OF ANNUAL PREMIUM
Property Insurance Placements: London/Int’l Based Intermediaries	No more than an average of: <u>10%</u>
Property Insurance Placements: U.S. Based Intermediaries	No more than an average of: <u>5%</u>
All Other Insurance Placements	Per full disclosure by Broker and agreement by the County but no more than <u>5%</u>
Ancillary Insurance Placements	Per full disclosure by Broker and agreement by the County but no more than <u>5%</u>

CONTINGENT COMMISSIONS

Neither BROKER nor any affiliate of BROKER will accept any commissions or consideration, directly or indirectly, from any insurance company, underwriter, or other entity or individual (other than as defined in this Attachment) that is paid or given on account of a certain volume or type of business being placed with any particular carrier, including payments commonly referred to as contingent commissions, if the insurance purchased by the COUNTY with respect to the Scope of Services is considered as part of such volume or type (collectively the "Contingent Commissions"). BROKER shall promptly disclose to the COUNTY all Contingent Commissions. It is the intent of the parties that BROKER never receive, in the aggregate, more than the compensation set forth above from all sources in connection with the performance of the Scope of Services.

DISCLOSURE/TRANSPARENCY

Any and all sources of compensation, whether direct or indirect, including but not limited to fees, commissions and return premiums, received by BROKER and any affiliated and unaffiliated wholesaler/intermediary as it relates to this Agreement will be fully disclosed to the COUNTY in the proposal of insurance for each line of coverage. In the event an unaffiliated wholesaler/intermediary is unwilling to disclose their compensation, BROKER will note the exception and discuss alternatives with the COUNTY and only continue to utilize said wholesaler/intermediary with the COUNTY's prior knowledge and approval. All compensation arrangements are to be disclosed annually by line coverage in each proposal in the assurance of voluntary disclosure form which will be provided to the COUNTY prior to any placement of insurance.

MISCELLANEOUS COMPENSATION TERMS

Premiums, as used in this agreement, does not include taxes, loss funds, inspection fees, assessments or other similar fees.

Where applicable, insurance coverage placements which BROKER makes on COUNTY's behalf, may require the payment of federal excise taxes, surplus lines taxes, stamping or other fees, to the Internal Revenue Service (federal), various state(s) departments of revenue, state regulators, boards or associations. In such cases, COUNTY is responsible for the payment of such taxes and/or fees, which will be identified separately by BROKER on invoices covering these placements.

Costs and expenses associated with travel and expenses incurred by BROKER in the performance of duties performed in the performance of its obligations in this Agreement shall be the sole responsibility of BROKER.



Insurance | Risk Management | Consulting


Secretary's Certificate

Arthur J. Gallagher Risk Management Services, Inc.

I, April Hanes-Dowd, do hereby certify that:

1. I am the duly elected and acting Secretary of Arthur J. Gallagher Risk Management Services, Inc. (the "Company") a corporation duly organized and existing and in good standing under the laws of the State of Illinois, and as such Secretary the undersigned has custody of the records of the Company;
2. In such capacity I have access to and am familiar with the corporate records of the Company; and
3. Michael Gillon, is a duly elected and qualified Area President of the Company and pursuant to the Company's bylaws is vested with full power and authority in such capacity to execute contracts and agreements on behalf of the Company.

IN WITNESS WHEREOF, the undersigned has set her hand and affixed the seal of this corporation this 28th day of February, 2019.



April Hanes-Dowd
Secretary

Corporate Seal





Ocean Marine Division
Miami, FL
Telephone: 305-668-9071

March 28, 2023

**Sandra Sierra
Arthur J. Gallagher Risk Management Services, Inc.
Orlando, Florida**

**Subject: Indian River County BOCC
BINDER - Hull/P&I
Policy Number: OMH 495-69-72
Policy Effective: 5/1/2022 to 5/1/2023**

We are pleased to confirm bound the terms for the above referenced account as for Hull and P&I, for the 2023-2024 policy term. The following are the bound terms on the following vessels:

Hull and P&I Schedule

- A.) 2006 27' Boston Whaler
- B.) 13' Nautica
- C.) 2001 19' Carolina Skiff w/ 90 hp
- D.) Jon boat
- F.) 2 Yamaha 300 hp motors (Hull Only)

Coverage Forms: Hull - Taylor and P & I - SP-38

Coverage Form: Hull

<u>Limits</u>	<u>Deductibles</u>	<u>Premium</u>
A.) \$75,000	\$ 5,000	\$ 1,545
B.) \$ 9,000	\$ 750	\$ 185
C.) \$ 14,233	\$1,000	\$ 293
D.) \$ 1,635	\$ 500	\$ 34
E.) \$ 7,000 (each)	\$ 1,000	\$ 195

Total Hull Premium: \$ 2,254

Navigation Limits: inland and coastal waters of the State of Florida not to exceed 10 miles off shore for vessels A, C, and D. Not to exceed 3 miles offshore for vessel B.

Additional Assureds, Mortgagees, Loss Payee, Notice of Assignment, and Loss Payable Clauses as may be required.

Each vessel deemed separately insured

Inland Transit Coverage

Notice of Cancellation is amended to 90 days.

Including SR&CC.

Coverage Form: Protection & Indemnity

P&I Limits: SP-38 P&I Clauses.

\$1,000,000 Protection & Indemnity Combined Single Limit

Crew Coverage excluded.

Law Enforcement Liability Exclusion - It is understood and agreed that the coverage provided under the P&I Form SP-38 and any P&I Amendatory Endorsement, does not extend to liabilities for bodily injury to any person or property damage, related or arising out of police enforcement duties, including but not limited to: arrests, restraints, use or discharge of a firearm, administration of first aid, or rescue.

Indemnity Premiums:

<u>Vessel</u>	<u>Indemnity Premium</u>
A.) 2006 27' Boston Whaler	\$1,659
B.) 13' Nautica	\$ 592
C.) 2001 19' Carolina Skiff w/ 90 hp	\$ 882
D.) Jon boat	\$ 564
Total P&I Premium	\$ 3,697

P & I Deductibles:

\$2,500 for Bodily Injury

\$2,500 for Property Damage/Collision Liability

Other Provisions:

Punitive/Exemplary Damage Exclusion

Chemical, Bio Chemical & Electromagnetic Exclusion

US Economic Trade Sanctions Clause.

Extended Radioactive Contamination Exclusion Clause.

Cyber Liability Exclusion.
Communicable Disease Exclusion

Total Premiums:

Hull Premium: \$ 2,254

P & I Premium: \$ 3,697

Total Premiums: \$ 5,951

Commissions: Net of Commission

Bound Effective 5/1/2023
@ Miami Florida
Timothy van Hemert, Esq.
Ocean Marine Underwriting



Confirmation of Coverage

Dear: Erica Connick, AJG - Orlando - Risk Mgmt

Date: May 10, 2023

Thank you for the bind order for the below Insured. We are pleased to present the RPS Confirmation of Coverage and invoice along with the attached Markel Group binder. **Please review the attached and below carefully as coverage described herein may be different from the original application submitted, or prior policy if applicable.**

Insured: Indian River County Board of County Commissioners

RPS Reference #: 5378375B

Mailing Address: 1800 27th Street Vero Beach, FL 32960

Physical Address: Per Schedule on File, Vero Beach, FL 32960

Carrier: Evanston Insurance Company / Non-Admitted

AM Best Rating: A XV

Policy Number: MKLV2IM0000259

Expiring Policy Number: MKLV2IM0000104

Policy Period: 5/1/2023 to 5/1/2024

Coverage: Inland Marine - Not Otherwise Classified

TIV: per Carrier terms attached

Limit: per Carrier terms attached

Rate: per Carrier terms attached

Policy Premium: \$119,651.00

Fees (fully earned):

Taxes:

TRIA:

Status: REJECTED

TOTAL: \$119,651.00

Commission: 0%

Gross Commission: 5%

Minimum Earned Premium: 10%

Home State: FL

The State Surplus Lines Notice applies only if Insurance Carrier is shown as Non-Admitted in the Binder Information Section.

THIS INSURANCE IS ISSUED PURSUANT TO THE FLORIDA SURPLUS LINES LAW. PERSONS INSURED BY THE SURPLUS LINES CARRIERS DO NOT HAVE THE PROTECTION OF THE FLORIDA GUARANTY ACT TO THE EXTENT OF ANY RIGHT OF RECOVERY FOR THE OBLIGATION OF AN INSOLVENT UNLICENSED INSURER.

Albert Geraci
2400 E. Commercial Blvd., Ste. 728
Fort Lauderdale, FL 33308
P176271

Conditions/ Subjectivities: per Carrier terms attached

Please note:

- You are responsible for reviewing and explaining the coverage to the client, including any options, available or not from our office. The terms hereon are not fully described and no assumption should be made as to the adequacy of the coverage of the risk to the client.
- You are not an Agent of the insurer, and as such, cannot bind coverage nor make any commitments on behalf of the insurer, nor of us. This policy cannot be assigned to another without the written consent of the insurer or their Agent.
- This document is intended for use as evidence that the insurance, as described herein, has been effected and shall be subject to all terms and conditions of policy(ies) which will be issued and that in the event of any inconsistency herewith, the terms and provisions of such policy(ies) shall prevail.
- If this policy is issued on a non-admitted basis, your office is responsible for completing, collecting and delivery to RPS any required surplus lines forms, taxes and fees from the insured. RPS will remit the applicable taxes and forms to the state. If this policy is subject to the surplus lines laws in your state, you should make every effort to comply with any special provisions and regulations of your state.
- By binding you commit to any provisions contained hereon, such as Minimum Earned Premiums. There are no flat cancellations allowed.
- When requesting a policy change, addition, cancellation, endorsement, etc. you must provide every policy number/ coverage to which the request applies.
- You are responsible for the issuance and review of Certificates of Insurance (COI). COIs cannot amend or alter the terms provided herein.
- In the event of a claim please report immediately and visit the RPS Claims website: <https://my.rpsins.com/claimsfnol>
- All premiums and any fees are due to RPS within 20 days of binding unless otherwise stipulated. Accounts with payments that are overdue and are not received within this time frame are subject to cancellation.

If you have any questions, please feel free to call or email me. We look forward to our next opportunity to work with you.

Sincerely,
Wes Robinson
Risk Placement Services, Inc. - Atlanta
Phone: (770) 829-3341
Email:770-730-8410



Renewal Binder

Policy #:	MKLV2IM0000259		
Producer Name:	Risk Placement Services, Inc.		
Agent/Broker:	Wes Robinson		
Named Insured:	Indian River County BOCC % Risk Manager		
Mailing Address:	1800 27th St Vero Beach, FL 32960-0310	Policy Period:	05/01/2023 - 05/01/2024
Insuring Company:	Evanston Insurance Company		

Type of Coverage:	Fire Department Engine and Equipment
Limits:	Limits of Insurance - We Cover the following Property: \$25,972,538 (included in \$20,000,000 policy occurrence limit). All Covered Property In any one Occurrence: \$20,000,000 All Covered Property: \$20,000,000
Premium:	Coverage Premium: \$89,349
Min Earned Premium:	10%
Deposit Premium:	\$89,349
Minimum Premium:	\$89,349
Reporting Period:	Annually
Adjustment Period:	Annually
Valuation:	As Per Form; In the event of loss or damage we will not pay more than the least of the following: (1) The actual amount of the adjusted loss as defined elsewhere throughout the policy, or (2) The stated value for each scheduled item of coverage applicable to the lost or damaged property, as shown on the Statement of Values on file with the Company, or on SOV if attached to this policy, plus any additional limits of insurance for Property Additional Coverage or Coverage Extensions included in, or that modify the Property Coverage Parts; and any limit(s) of insurance as shown on Coverage Declaration(s) or Schedules of any inland marine coverage forms, or (3) The Occurrence Limit, Limit of Insurance, Catastrophe Limit shown in each coverage declarations, or (4) The Occurrence Limit, Limit of Insurance, Catastrophe Limit shown above. Less applicable deductible(s).
Coinsurance:	Not Applicable
Perils:	All risks as per form
Deductibles:	Deductible: \$100,000 ; Flood: \$250,000.
Rate:	\$.344 per \$100.00 Scheduled Values
Premium Base:	\$25,972,538
Commission:	5%
Payment Plan:	Full pay

Type of Coverage:	Contractors Equipment Blanket Coverage Form
Limits:	Scheduled Contractors Equipment - Disaster: \$15,681,979 * See coinditions for policy cat limit Miscellaneous Tools and Equipment Maximum: \$1,000,000 as per expiring Miscellaneous Tools and Equipment - Maximum per Item: \$2,000 Contractors Equipment Rental Expense Reimbursement Per Day: \$5,000 Contractors Rental Expense Reimbursement Per Occurrence: \$25,000 Leased, Loaned or Rented Equipment From Others Any One Item: \$450,000 Leased, Loaned or Rented Equipment From Others Any One Occurrence: \$50,000 Newly Acquired Property: \$100,000 Additional Debris Removal:\$5,000 Equipment Leased or Rented to others:\$50,000 Equipment Leased or Rented from others :\$450,000 Equipment Loaned to Others:\$50,000



Renewal Binder

	Fraud and Deceit:\$50,000 Waterborne Property:\$50,000 Construction Trailers (Any one Trailer):\$10,000 Construction Trailers Any One Loss:\$50,000 Employee Tools:\$10,000 Max per item:\$1,000 Fire Department Service Charge:\$1,000 Pollutant Clean up and Removal:\$25,000 Recharge of Fire Extinguishing Equipment:\$1,000 Reward for Recovery of Stolen Equipment:\$2,500 Spare Parts and Fuel:\$5,000 Contractors Equipment: \$15,681,979 Miscellaneous Equipment: \$1,000,000 not to exceed \$2,000 any one item.(as per expiring) Note* Any item exceeding \$2,000 must be scheduled or there is no coverage. Golf Carts: \$471,037 Leased Rental From others: 450,000
Premium:	Coverage Premium: \$30,302
Min Earned Premium:	25%
Deposit Premium:	\$25,000
Minimum Premium:	\$25,000
Reporting Period:	Annually
Adjustment Period:	Annually
Valuation:	Actual Cash Value; In the event of loss or damage we will not pay more than the least of the following: (1) Replacement Cost for equipment seven years old and newer; Actual Cash Value for all other equipment, or (2) The stated value for each scheduled item of coverage applicable to the lost or damaged property, as shown on the Statement of Values on file with the Company, or on SOV if attached to this policy, plus any additional limits of insurance for Property Additional Coverage or Coverage Extensions included in, or that modify the Property Coverage Parts; and any limit(s) of insurance as shown on Coverage Declaration(s) or Schedules of any inland marine coverage forms, or (3) The Occurrence Limit, Limit of Insurance, Catastrophe Limit shown in each coverage declarations, or (4) The Occurrence Limit, Limit of Insurance, Catastrophe Limit shown above. Less applicable deductible(s).
Coinsurance:	Not Applicable
Perils:	All risks as per form
Deductibles:	Deductible: \$100,000 ; Except for the following: Employee Tools:\$1,000
Rate Notes:	Contractors Equipment: \$15,681,979 @ \$.164 =\$25,719 Miscellaneous Equipment: \$1,000,000 not to exceed \$2,000 any one item.(as per expiring) Rate:\$.156 =\$1,560 Note* Any item exceeding \$2,000 must be scheduled or there is no coverage will be afforded Golf Carts: \$471,037 @ \$.164 =\$773 Leased Rental From others:: \$150,000 @ \$1.50 = \$2,250
Premium Base:	\$15,580,688
Commission:	5%
Payment Plan:	Full pay

Total Premiums:	
Coverage Premium:	\$119,651
Total :	\$119,651

Conditions
1. Fire Department Engine and Equipment: 2. Property Not Covered a. and b. is deleted. 2. Policy will have a \$20,000,000 policy occurrence except for the following. 1.\$2,500,000 for Named Wind Storm 2.\$2,500,000 For Flood Coverage



Renewal Binder

3. All other terms and conditions as expiring.

In the event of loss or damage we will not pay more than the least of the following:

(1) Replacement Cost for equipment seven years old and newer; Actual Cash Value for all other equipment, or

(2) The stated value for each scheduled item of coverage applicable to the

lost or damaged property, as shown on the Statement of Values on file

with the Company, or on SOV if attached to this policy, plus any

additional limits of insurance for Property Additional Coverage or

Coverage Extensions included in, or that modify the Property Coverage

Parts; and any limit(s) of insurance as shown on Coverage

Declaration(s) or Schedules of any inland marine coverage forms, or

(3) The Occurrence Limit, Limit of Insurance, Catastrophe Limit shown in each coverage declarations, or

(4) The Occurrence Limit, Limit of Insurance, Catastrophe Limit shown above.

Less applicable deductible(s).

2. Tria is rejected



Confirmation of Coverage

Dear: Erica Connick, AJG - Orlando - Risk Mgmt

Date: May 02, 2023

Thank you for the bind order for the below Insured. We are pleased to present the RPS Confirmation of Coverage and invoice along with the attached Core Specialty Insurance binder. **Please review the attached and below carefully as coverage described herein may be different from the original application submitted, or prior policy if applicable.**

Insured: Indian River County Board of County Commissioners

RPS Reference #: 5378315A

Mailing Address: 1800 27th Street Vero Beach, FL 32960

Physical Address: Per Schedule on File, Vero Beach, FL 32960

Carrier: Starstone Specialty Insurance Company / Non-Admitted

AM Best Rating: A- XII

Policy Number: S75698230CSP

Expiring Policy Number: CA3P006870-221

Policy Period: 5/1/2023 to 5/1/2024

Coverage: Property - Special Perils Including Quake/Flood

TIV: per Carrier terms attached

Limit: per Carrier terms attached

Rate: per Carrier terms attached

Policy Premium: \$152,000.00

Fees (fully earned):

Taxes:

\$4.00 EMPA - Commercial

TRIA:

Status: REJECTED

TOTAL: \$152,004.00

Commission: 0%

Gross Commission: 5%

Minimum Earned Premium:

Home State: FL

The State Surplus Lines Notice applies only if Insurance Carrier is shown as Non-Admitted in the Binder Information Section.

THIS INSURANCE IS ISSUED PURSUANT TO THE FLORIDA SURPLUS LINES LAW. PERSONS INSURED BY THE SURPLUS LINES CARRIERS DO NOT HAVE THE PROTECTION OF THE FLORIDA GUARANTY ACT TO THE EXTENT OF ANY RIGHT OF RECOVERY FOR THE OBLIGATION OF AN INSOLVENT UNLICENSED INSURER.

Albert Geraci
2400 E. Commercial Blvd., Ste. 728
Fort Lauderdale, FL 33308
P176271

Conditions/ Subjectivities: per Carrier terms attached

Please see attached company quote or binder for limits, terms, conditions and exclusions.

Please note:

- You are responsible for reviewing and explaining the coverage to the client, including any options, available or not from our office. The terms hereon are not fully described and no assumption should be made as to the adequacy of the coverage of the risk to the client.
- You are not an Agent of the insurer, and as such, cannot bind coverage nor make any commitments on behalf of the insurer, nor of us. This policy cannot be assigned to another without the written consent of the insurer or their Agent.
- This document is intended for use as evidence that the insurance, as described herein, has been effected and shall be subject to all terms and conditions of policy(ies) which will be issued and that in the event of any inconsistency herewith, the terms and provisions of such policy(ies) shall prevail.
- If this policy is issued on a non-admitted basis, your office is responsible for completing, collecting and delivery to RPS any required surplus lines forms, taxes and fees from the insured. RPS will remit the applicable taxes and forms to the state. If this policy is subject to the surplus lines laws in your state, you should make every effort to comply with any special provisions and regulations of your state.
- By binding you commit to any provisions contained hereon, such as Minimum Earned Premiums. There are no flat cancellations allowed.
- When requesting a policy change, addition, cancellation, endorsement, etc. you must provide every policy number/ coverage to which the request applies.
- You are responsible for the issuance and review of Certificates of Insurance (COI). COIs cannot amend or alter the terms provided herein.
- In the event of a claim please report immediately and visit the RPS Claims website: <https://my.rpsins.com/claimsfnol>
- All premiums and any fees are due to RPS within 20 days of binding unless otherwise stipulated. Accounts with payments that are overdue and are not received within this time frame are subject to cancellation.

If you have any questions, please feel free to call or email me. We look forward to our next opportunity to work with you.

Sincerely,

Wes Robinson

Risk Placement Services, Inc. - Atlanta

Phone: (770) 829-3341

Email:770-730-8410



Binder

Date: 5.1.2023

Policy Number: S75698230CSP

**Named Insured
and Mailing Address:** Indian River County BOCC
1800 27th Street
Vero Beach, FL 32960

Producer Name: Wes Robinson
Risk Placement Services (RPS) - Atlanta, GA

Issuing Company: StarStone Specialty Insurance Company

Territory: United States of America being the fifty (50) states plus the
District of Columbia

Policy Period: 5/1/2023 to 5/1/2024
(12:01 A.M. Standard Time at the address of the Named Insured as stated
herein)

**Description of
Operations:** Municipality

Total Insured \$338,660,163 per schedule on File with the Company

Values: Covered All Risks of direct physical loss or damage including Flood and
Earthquake, but excluding Equipment Breakdown

Perils: Real and Personal Property
Business Interruption—Gross Earnings/Extra Expense
And as more fully defined in the policy form

Coverage: \$2,000,000 (8.00%) part of \$25,000,000 per occurrence

Limit of Liability:

Sublimits:

Stated sublimits are 100% program and Starstone is only responsible for its pro-rata share. The sublimits of liability stated below are the specified limits of liability, per occurrence, unless otherwise indicated.

1. Earth Movement:
 - a. \$ 25 ,000,000 Annual Aggregate
Subject to the Annual Aggregate Limit for all Earth Movement shown in Subparagraph E.1.a. above:
 - b. \$ NOT COVERED Annual Aggregate for all Earth Movement in all of the following states combined: California, Alaska, Hawaii, and Puerto Rico
 - c. \$ NOT COVERED Annual Aggregate for Pacific Northwest Earthquake Zone Counties (See Section VIII – Policy Definitions, Subparagraph E.1.)
 - d. \$ NOT COVERED Annual Aggregate for New Madrid Earthquake Zone Counties (See Section VIII – Policy Definitions, Subparagraph E.2.)
2. Flood:
 - a. \$ 25 ,000,000 Annual Aggregate
 - b. \$ 10,000,000 Subject to the Annual Aggregate Limit for all Flood shown in Subparagraph E.2.a. above, the Annual Aggregate as respects Flood for Locations wholly or partially within Special Flood Hazard Areas (SFHA), areas of 100-year flooding as defined by the Federal Emergency Management Agency (FEMA).
3. Named Storm: \$ 25,000,000 Regardless of the number of Coverages, Locations or Perils involved including, but not limited to, all Flood ensuing from Named Storm, wind, wind gusts, Storm Surges, tornados, cyclones, hail, or rain, the maximum amount the Company will pay per Occurrence as respects all covered Loss or Damage arising out of a Named Storm (a storm that has been declared by the National Weather Service to be a Hurricane, Typhoon, Tropical Cyclone, Tropical Storm, or Tropical Depression).
4. Debris Removal: \$ 10,000,000 or 25% whichever is less
5. Accounts Receivable: \$ 1,000,000
6. Civil or Military Authority: 30 Days, but in no event will the Company pay more than \$ 2 ,500,000, subject to 1 mile limitation
7. Contingent Time Element: \$ 1,000,000
8. Demolition & Increased Cost of Construction: (See Section VI – Additional Coverages, Paragraph C.)
 - a. Demolition Coverage A: Policy Limit
 - b. Demolition Coverage B: \$ 10,000,000
 - c. Demolition Coverage C: \$ 10,000,000
9. Electronic Data and Media: \$ 6,000,000
10. Equipment Breakdown: \$ NOT COVERED
11. Spoilage: \$ 25 0,000
12. Errors and Omissions: \$ 2,500,000, Subject to all other sublimits contained herein.



- 13. Extended Period of Indemnity: 180 Days
- 14. Extra Expense: \$Included with Time Element Coverage Gross Earnings including Extra Expense and Rental Value
- 15. Fine Arts: \$500,000
- 16. Fire Brigade Charges & Extinguishing Expenses: \$250,000
- 17. Ingress/Egress Coverage: 30 Days, but in no event will the Company pay more than \$2,500,000, subject to 1 mile limitation
- 18. Leasehold Interest: \$500,000
- 19. Limited Pollution Coverage: \$100,000 Annual Aggregate
- 20. Miscellaneous Unnamed Locations: \$ 2,500,000, Subject to all other sublimits contained herein.
- 21. Newly Acquired Property: 90 Days, but in no event will the Company pay more than \$ 5,000,000, Subject to all other sublimits contained herein.
- 22. Ordinary Payroll: Not Included
- 23. Professional Fees: \$ 1,000,000
- 24. Service Interruption: \$ 1,000,000, A qualifying period of 24 hours applies to this coverage.
- 25. Transit: \$ 1,000,000 Per Conveyance
\$ 1,000,000 Per Occurrence
- 26. Valuable Papers and Records: \$2,500,000
- 27. Time Element Coverage Gross Earnings Including Extra Expense and Rental Value: \$5,000,000
- 28. Course of Construction: \$ 5,000,000
- 29. Expediting Expense: \$ 2,500,000
- 30. Fungus, Mold, Wet or Dry Rot As a result of direct physical Loss or damage insured \$ 2,000,000
- 31. Installation Coverage: No Coverage Provided
- 32. Off-site Storage \$1,000,000
- 33. Personal Property of Insured's officers And employees: \$250,000
- 34. Personal Property outside the U.S.A No Coverage Provided
- 35. Soft Costs \$200,000
- 36. Underground Property \$500,000
- 37. Protection of Property \$10,000,000

Deductible:

Each claim for loss or damage under this shall be the subject to a per occurrence deductible amount of:

DEDUCTIBLE: Each claim for loss or damage under this Policy shall be subject to a per Occurrence deductible amount of \$ 100,000, unless a specific deductible shown below applies:

1. Flood:
 - a. \$100,000 Per Occurrence, except as follows in Subparagraph G.1.b.:
 - b. 5% of the value per Unit of Insurance reported on the latest statement of values, subject to a minimum of \$100,000 any one Occurrence for Locations partially within Special Flood Hazard Areas (SFHA), areas of 100- year flooding as defined by the Federal Emergency Management Agency (FEMA).The deductible(s) shall only apply to those Units of Insurance involved in loss, damage or destruction and for which a claim is being made. However, the deductible(s) shall not apply to loss or damage by fire, explosion or leakage from fire protective equipment. In such case the deductible of \$100,000 shall apply.

In the event that the Insured maintains underlying insurance through the National Flood Insurance Program, it is agreed that this policy excludes the peril of Flood to the extent of recovery under such National Flood Insurance policy(s). Should the amount of loss payable under such National Flood Insurance policy(s) exceed the applicable Flood deductible under this policy, then no Flood deductible shall apply hereunder. However, if the amount to be paid under such National Flood Insurance policy(s) is less than the applicable Flood deductible under this policy, then the amount to be deducted hereunder shall not exceed the difference between the amount to be paid under the Insured's National Flood Insurance policy and the applicable Flood deductible under this policy. Insurance maintained through the National Flood Insurance Program shall be considered Underlying Insurance.

2. Earth Movement:
 - a. \$ 100,000 Per Occurrence, except as follows in Subparagraph G.2.b, G.2.c., or G.2.d.:
 - b. NOT COVERED% of Total Insurable Values at the time of the loss at each Location involved in the loss or damage, subject to a minimum of \$ NOT COVERED any one Occurrence as respects Locations in California, Hawaii, Alaska, and Puerto Rico;
 - c. NOT COVERED % of Total Insurable Values at the time of the loss at each Location involved in the loss or damage, subject to a minimum of \$ NOT COVERED any one Occurrence as respects Locations in the Pacific Northwest Earthquake Zone Counties (See Section VIII – Policy Definitions, Subparagraph E.1.);
 - d. NOT COVERED % of Total Insurable Values at the time of the loss at each Location involved in the loss or damage, subject to a minimum of \$ NOT COVERED any one Occurrence as respects Locations in the New Madrid Earthquake Zone Counties (See Section VIII – Policy Definitions, Subparagraph E.2.
3. WIND storm or Hail:
 - a. \$ 100,000 Per Occurrence except as follows in Subparagraph G.3.b.:
 - b. 5% of the value Per Unit of Insurance as reported on the latest statement of values involved in the loss or damage arising out of a Named Storm, regardless of the number of Coverages, Locations or Perils involved (including, but not limited to, all Flood ensuing from Named Storm, wind, wind gusts, Storm Surge, tornados, cyclones, hail, or rain) and subject to a minimum deductible of \$100,000 any one Occurrence. The deductible(s) shall only apply to those Units of Insurance involved in loss, damage or destruction and for which a claim is being made.



However, the deductible(s) shall not apply to loss or damage by fire, explosion or leakage from fire protective equipment. In such case the deductible of \$100,000 shall apply.

4. Time Element: 24 Hour qualifying period

For the purposes of these deductibles, the following shall be considered a separate Unit of Insurance

- a. each separate building or structure
- b. the contents of each separate building or structure
- c. Personal Property in the open at each separate location
- d. Time element arising from each affected building or structure
- e. All other covered items

The following two paragraphs apply to Subparagraphs G.1. through G.5, inclusive:

In each case of loss or damage covered by this Policy, the Company shall not be liable unless the Insured sustains loss or damage in a single Occurrence greater than any applicable deductible described herein and then, if this is a quota share Policy, only for the Company's share in excess of such deductible. When this Policy covers more than one Location, the deductible shall apply against the total loss or damage covered by this Policy in any one Occurrence, unless otherwise stated in this Paragraph G.

If two or more deductible amounts provided in this Policy apply to a single Occurrence, the total to be deducted shall not exceed the largest deductible applicable unless otherwise stated in this Policy. However, if:

1. The Time Element deductible and another deductible apply to a single Occurrence, then the Company shall apply both deductibles to the Occurrence.

Premium:	\$152,000.00
TRIA:	REJECTED
TOTAL:	\$152,000.00

Co-Insurance: NIL

Commission: 5%

Additional Terms and Conditions:

- 35% Minimum Earned. Wind Minimum Earned Premium to apply for Tier 1 or 2 locations (policy cancellation only)
- Premium to be paid in full within 30 days of inception.
- 90 days' notice of cancellation, except 10 days' notice for non- payment of premium
- Receipt of signed Terrorism Disclosure Notice required at binding.
- No new business or increased coverage on in-force business will be bound during issued Moratorium.

- StarStone reserves the right to modify the final terms and conditions upon review of the completed application and any other information requested by the underwriter herein. If such material change in the risk is discovered after binding, the insurance coverage will be void ab initio ("from the beginning").
- It is the responsibility of the Broker to collect and pay all Surplus Lines Taxes based on state tax requirements.
- To report a claim, contact the Company at (201) 743-7700 or send an email to: newpropertyclaims@corespecialty.com
- Commission cannot be netted down without written approval from Underwriter prior to binding.

Lead Carrier
(if applicable):

N/A

Policy Form:

Manuscript

Endorsements:

CSI-CPN-201-0720 Cover Page
Surplus Lines Policyholder Notifications (form number applied at issuance upon confirmation of home state)

CSI-CPD-102-0622 Manuscript Policy Declarations
CSI-CPN-202-0720 Forms and Endorsement Schedule
CSI-CPN-203-0720 Policy Holder Notification – Fraud Notice
CSI-CPN-204-0720 Policy Holder Notification - OFAC
CSI-CPN-205-0622 Notice of Claims Reporting
CSI-CPN-206-0720 Notice of Privacy Policies and Practices

CSI-CPE-003-0622 Asbestos Coverage Endorsement
CSI-CPE-004-0622 Mold, Mildew, and Fungi Exclusion
Endorsement
CSI-CPE-005-0622 Pollution Endorsement (Sublimited)
CSI-CPE-006-0622 Minimum Earned and Wind Minimum Earned Premium
Endorsement
CSI-CPE-010-0622 Terrorism Exclusion Endorsement
CSI-CPE-032-0622 Exclusion of Loss Due to Virus and other
Microorganisms
CSI-CPE-033-0622 Nuclear, Biological, Chemical, and
Radiological Exclusion Endorsement
CSI-CPE-034-0622 War and Warlike Action Exclusion
Endorsement
CSI-CPE-035-0622 Cyber, Electronic Data and Systems
Exclusion Endorsement
CSI-CPE-037-0622 Service of Suit
CSI-CPE-048-0622 Several Liability Endorsement
CSI-CPE-054-0622 Pre-Existing Damage Exclusion Endorsement
CSI-CPE-039-0622 TRIA Rejection Endorsement

Comments:

- Remove All resulting Flood from the Named Storm definition



**POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM INSURANCE COVERAGE**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

You are hereby notified that under the Terrorism Risk Insurance Act of 2002, as amended ("TRIA"), that you now have a right to purchase insurance coverage for losses arising out of acts of terrorism, **as defined in Section 102(1) of the Act, as amended:** The term "act of terrorism" means any act that is 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 an air carrier or vessel 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. Any coverage you purchase for "acts of terrorism" shall expire at 12:00 midnight December 31, 2027, the date on which the TRIA Program is scheduled to terminate, or the expiry date of the policy whichever occurs first, and shall not cover any losses or events which arise after the earlier of these dates.

YOU SHOULD KNOW THAT COVERAGE PROVIDED BY THIS POLICY FOR LOSSES CAUSED BY CERTIFIED ACTS OF TERRORISM IS PARTIALLY REIMBURSED BY THE UNITED STATES UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THIS FORMULA, THE UNITED STATES PAYS 85% THROUGH 2015; 84% BEGINNING ON JANUARY 1, 2016; 83% BEGINNING ON JANUARY 1, 2017; 82% BEGINNING ON JANUARY 1, 2018; 81% BEGINNING ON JANUARY 1, 2019 AND 80% BEGINNING ON JANUARY 1, 2020; OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURER(S) PROVIDING THE COVERAGE. YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A USD100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS USD100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED USD100 BILLION, YOUR COVERAGE MAY BE REDUCED.

THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

Acceptance or Rejection of Terrorism Insurance Coverage

	I hereby elect to purchase terrorism coverage for a premium of \$Per Quote
	I hereby decline to purchase terrorism coverage for certified acts of terrorism. I understand that I will have no coverage for losses resulting from certified Acts of terrorism.

Policyholder/Applicant's Signature

Date

Print Name



Confirmation of Coverage

Dear: Erica Connick, AJG - Orlando - Risk Mgmt

Date: May 02, 2023

Thank you for the bind order for the below Insured. We are pleased to present the RPS Confirmation of Coverage and invoice along with the attached Ironshore Insurance Services, LLC binder. **Please review the attached and below carefully as coverage described herein may be different from the original application submitted, or prior policy if applicable.**

Insured: Indian River County Board of County Commissioners

RPS Reference #: 5378369A

Mailing Address: 1800 27th Street Vero Beach, FL 32960

Physical Address: 1800 27th Street, Vero Beach, FL 32960

Carrier: Ironshore Specialty Insurance Company / Non-Admitted

AM Best Rating: A XV

Policy Number: 1000396251-04

Expiring Policy Number: 1000396250-03

Policy Period: 5/1/2023 to 5/1/2024

Coverage: Property - Special Perils Including Quake/Flood

TIV: per Carrier terms attached

Limit: per Carrier terms attached

Rate: per Carrier terms attached

Policy Premium: \$200,000.00

Fees (fully earned):

Taxes:

\$4.00

EMPA - Commercial

TRIA:

Status: REJECTED

TOTAL:

\$200,004.00

Commission: 0%

Gross Commission: 5%

Minimum Earned Premium: 35%

Home State: FL

The State Surplus Lines Notice applies only if Insurance Carrier is shown as Non-Admitted in the Binder Information Section.

THIS INSURANCE IS ISSUED PURSUANT TO THE FLORIDA SURPLUS LINES LAW. PERSONS INSURED BY THE SURPLUS LINES CARRIERS DO NOT HAVE THE PROTECTION OF THE FLORIDA GUARANTY ACT TO THE EXTENT OF ANY RIGHT OF RECOVERY FOR THE OBLIGATION OF AN INSOLVENT UNLICENSED INSURER.

Albert Geraci

2400 E. Commercial Blvd., Ste. 728

Fort Lauderdale, FL 33308

P176271

Conditions/ Subjectivities: per Carrier terms attached

Please note:

- You are responsible for reviewing and explaining the coverage to the client, including any options, available or not from our office. The terms hereon are not fully described and no assumption should be made as to the adequacy of the coverage of the risk to the client.
- You are not an Agent of the insurer, and as such, cannot bind coverage nor make any commitments on behalf of the insurer, nor of us. This policy cannot be assigned to another without the written consent of the insurer or their Agent.
- This document is intended for use as evidence that the insurance, as described herein, has been effected and shall be subject to all terms and conditions of policy(ies) which will be issued and that in the event of any inconsistency herewith, the terms and provisions of such policy(ies) shall prevail.
- If this policy is issued on a non-admitted basis, your office is responsible for completing, collecting and delivery to RPS any required surplus lines forms, taxes and fees from the insured. RPS will remit the applicable taxes and forms to the state. If this policy is subject to the surplus lines laws in your state, you should make every effort to comply with any special provisions and regulations of your state.
- By binding you commit to any provisions contained hereon, such as Minimum Earned Premiums. There are no flat cancellations allowed.
- When requesting a policy change, addition, cancellation, endorsement, etc. you must provide every policy number/ coverage to which the request applies.
- You are responsible for the issuance and review of Certificates of Insurance (COI). COIs cannot amend or alter the terms provided herein.
- In the event of a claim please report immediately and visit the RPS Claims website: <https://my.rpsins.com/claimsfnol>
- All premiums and any fees are due to RPS within 20 days of binding unless otherwise stipulated. Accounts with payments that are overdue and are not received within this time frame are subject to cancellation.

If you have any questions, please feel free to call or email me. We look forward to our next opportunity to work with you.

Sincerely,
Wes Robinson
Risk Placement Services, Inc. - Atlanta
Phone: (770) 829-3341
Email:770-730-8410



IRONSHORE SPECIALTY INSURANCE COMPANY

BINDER

It is hereby understood and agreed that coverage is bound on behalf of Ironshore Specialty Insurance Company as follows:

TO: Wes Robinson

COMPANY: RISK PLACEMENT SERVICES INC

DATE: 05/01/2023

Insured Name: Indian River County Board of County Commissioners

Insured Mailing Address: 1800 27th Street
Vero Beach, FL 32960

Property Covered: Real Property; Personal Property; Improvements and Betterments; Business Interruption; Accounts Receivable; Valuable Papers & Records; Fine Arts; Electronic Data Processing-Hardware, Software and Media; Transit. Beaches & Engineered Beaches are Excluded.

Perils Insured: All Risk of Direct Physical Loss or Damage, Including Flood & Earthquake, Excluding Boiler & Machinery and Terrorism

Policy Form: Manuscript Policy Form on file as of 4/28/23

Inception: 05/01/2023

Expiration: 05/01/2024
The term of this Policy is from inception date to expiration date at 12:01 a.m., local time. In the event of a claim, the Policy period is measured by local time at the location where the direct physical loss or damage occurs.

Policy Number: 1000396251-04



Territory:	United States, its territories and possessions, Puerto Rico including their respective coastal waters
Currency:	United States Dollars (US\$)
Ironshore Limits:	\$2,500,000 (being 10%) part of \$25,000,000 per occurrence
Program Sub-limits:	Sub-limits are per occurrence unless otherwise stated. Sub-limits do not increase the Ironshore policy limit of \$2,500,000. As per Manuscript Policy Form on file as of 4/28/23
Premium Without Terrorism:	\$200,000 (being 10%) part of \$2,000,000 Layer Premium
Terrorism Premium:	REJECTED
Total Ironshore Premium:	\$200,000
Minimum Earned Premium:	25% (This is superseded by the provisions of the Special Catastrophe Earned Premium Provision, if applicable.)
Commission:	5% (Commission Percentages shown are for direct commission only and do not include any applicable contingent commission of other forms of compensation.)
Locations Covered:	As per current schedule on file with this Company.
TIV Covered:	\$338,660,163
Deductible(s):	As per Manuscript Policy Form on file as of 4/28/23

TERMS AND CONDITIONS:

1.) The following amendatory forms may be included within or attached to the policy if coverage is bound:

- Property Millennium Endorsement IS.PROP.END.021 (0409)
- Special Catastrophe Earned Premium Provision for Mid-term Cancellations IS.PROP.END.025B (0210)
- Earthquake Limitation (CA, AK, HI, PR) IS.PROP.END.006 (0409)
- Sanction Limitation and Exclusion Clause ADM-OFAC (0419)
- Service of Suit Clause
- Virus And Bacteria Exclusion IS.PROP.END.095 (0320)
- Cancellation/Non-Renewal Endorsement - Florida LSI CN001 FL (Ed. 10 14)
- War Risk and Terrorist Exclusion IS.PROP.END.029 (0409)



- Alaska Exclusion of Certified Acts of Terrorism CG 26 88 01 08

2.) Additional Terms and Conditions:

Agreement to quarterly reporting and annual adjustment of values, with up to a 2.5% swing clause.

3.) Valuation:

Property Damage: As per Manuscript Policy Form on file as of 4/28/23

Time Element: As per Manuscript Policy Form on file as of 4/28/23

4.) Coinsurance:

Property Damage: As per Manuscript Policy Form on file as of 4/28/23

Time Element: As per Manuscript Policy Form on file as of 4/28/23

5.) Cancellation: This policy cannot be cancelled flat. 90 days' notice will be given for reasons other than nonpayment of premium. 10 days' notice will be given for nonpayment of premium.

6.) Premium Payment: Premium is payable within 30 days of effective date - Refer to Payment Remittance Instructions.

7.) Surplus Line Taxes & Filings: This document does not include any amount with respect to Surplus Lines Taxes and/or fees. The placing named broker is responsible for the filing, collection and payment of all Surplus Lines Taxes and Fees. All Surplus Lines license numbers and names of the person(s) and/or Company(ies) responsible for the filings are required at bind. Percentage and totals must equal bound Total Premium and Total Insured Value.

8.) Policy Paper: If bound, the policy will be issued on 'Ironshore Specialty Insurance Company' paper. Ironshore Specialty Insurance Company is a non-admitted authorized Surplus Lines carrier in all states.

9.) Government Activity Clause: The Company shall not be liable for loss or damage caused by or resulting from: (1) the seizure or destruction of property insured by this policy by any government body, including any customs or quarantine action, or (2) confiscation or destruction of any property by order of any government or public authority, except an order to destroy property to prevent the spread of fire or explosion.

SUBJECTIVITIES:

This BINDER is subject to receipt, review and acceptance of the following information:

Important: This insurance cannot be cancelled flat. Earned Premium must be paid for the time insurance has been in force. This Confirmation of Bindings is a statement concerning of the above insurance as of the date of the insurance of this Confirmation of Binding. This Confirmation of Binding is subject to policy conditions of any policy(ies) which may be issued by IRONSHORE INSURANCE SERVICE LLC and shall be automatically cancelled and superseded by such policy(ies) upon issuance.



Cancellation: This Confirmation of Bindings may be cancelled either by the insured or insurer by written notice to the other. In the event of cancellation, the earned premium will be computed short rate if cancelled by the insured, unless subject to minimum earned premium stated herein and pro rata if cancelled by the insurer.

Regards,

Authorized Representative



Ironshore Specialty Insurance Company (ISIC)

EXHIBIT A
Surplus Lines State Disclosure Exhibit

Please see the applicable disclosure for the insured premium state.



State	Disclosure
Alabama	This contract is registered and delivered as a surplus lines coverage under the Alabama Surplus Line Insurance Law. (Ala. Code § 27-10-22).
Alaska	This is evidence of insurance procured and developed under the Alaska Surplus Lines Law, AS 21.34. It is not covered by the Alaska Insurance Guaranty Association Act, AS 21.80.
Arizona	If the insurer that issued this policy becomes insolvent, insureds or claimants will not be eligible for insurance guaranty fund protection pursuant to Arizona Revised Statutes title 20.
Arkansas	This contract is registered and delivered as a surplus lines coverage under the Surplus Lines Insurance Law, and it may in some respects be different from contracts issued by insurers in the admitted markets, and, accordingly, it may, depending upon the circumstances, be more or less favorable to an insured than a contract from an admitted carrier might be. The protection of the Arkansas Property and Casualty Guaranty Act does not apply to this contract. A tax of four percent (4%) is required to be collected from the insured on all surplus lines premiums. (A.C.A. § 23-65-307).
California	<p>NOTICE:</p> <ol style="list-style-type: none"> 1. THE INSURANCE POLICY THAT YOU (HAVE PURCHASED) (ARE APPLYING TO PURCHASE) IS BEING ISSUED BY AN INSURER THAT IS NOT LICENSED BY THE STATE OF CALIFORNIA. THESE COMPANIES ARE CALLED "NONADMITTED" OR "SURPLUS LINE" INSURERS. 2. THE INSURER IS NOT SUBJECT TO THE FINANCIAL SOLVENCY REGULATION AND ENFORCEMENT THAT APPLY TO CALIFORNIA LICENSED INSURERS. 3. THE INSURER DOES NOT PARTICIPATE IN ANY OF THE INSURANCE GUARANTEE FUNDS CREATED BY CALIFORNIA LAW. THEREFORE, THESE FUNDS WILL NOT PAY YOUR CLAIMS OR PROTECT YOUR ASSETS IF THE INSURER BECOMES INSOLVENT AND IS UNABLE TO MAKE PAYMENTS AS PROMISED. 4. THE INSURER SHOULD BE LICENSED EITHER AS A FOREIGN INSURER IN ANOTHER STATE IN THE UNITED STATES OR AS A NON-UNITED STATES (ALIEN) INSURER. YOU SHOULD ASK QUESTIONS OF YOUR INSURANCE AGENT, BROKER, OR "SURPLUS LINE" BROKER OR CONTACT THE CALIFORNIA DEPARTMENT OF INSURANCE AT THE FOLLOWING TOLL-FREE TELEPHONE NUMBER: 800-927-4357. ASK WHETHER OR NOT THE INSURER IS LICENSED AS A FOREIGN OR NON-UNITED STATES (ALIEN) INSURER AND FOR ADDITIONAL INFORMATION ABOUT THE INSURER. YOU MAY ALSO CONTACT THE NAIC'S INTERNET WEB SITE AT WWW.NAIC.ORG. 5. FOREIGN INSURERS SHOULD BE LICENSED BY A STATE IN THE UNITED STATES AND YOU MAY CONTACT THAT STATE'S DEPARTMENT OF INSURANCE TO OBTAIN MORE INFORMATION ABOUT THAT INSURER. 6. FOR NON-UNITED STATES (ALIEN) INSURERS, THE INSURER SHOULD BE LICENSED BY A COUNTRY OUTSIDE OF THE UNITED STATES AND SHOULD BE ON THE NAIC'S INTERNATIONAL INSURERS DEPARTMENT (IID) LISTING OF APPROVED NONADMITTED NON-UNITED STATES INSURERS. ASK YOUR AGENT, BROKER, OR "SURPLUS LINE" BROKER TO OBTAIN MORE INFORMATION ABOUT THAT INSURER. 7. CALIFORNIA MAINTAINS A LIST OF APPROVED SURPLUS LINE INSURERS. ASK YOUR AGENT OR BROKER IF THE INSURER IS ON THAT LIST, OR VIEW THAT LIST AT THE WEB SITE OF THE CALIFORNIA DEPARTMENT OF INSURANCE: WWW.INSURANCE.CA.GOV. 8. IF YOU, AS THE APPLICANT, REQUIRED THAT THE INSURANCE POLICY YOU HAVE PURCHASED BE BOUND IMMEDIATELY, EITHER BECAUSE EXISTING COVERAGE WAS GOING TO LAPSE WITHIN TWO BUSINESS DAYS OR BECAUSE YOU WERE REQUIRED TO HAVE COVERAGE WITHIN TWO BUSINESS DAYS, AND YOU DID NOT RECEIVE THIS DISCLOSURE FORM AND A REQUEST FOR YOUR SIGNATURE UNTIL AFTER COVERAGE BECAME EFFECTIVE, YOU HAVE THE RIGHT TO CANCEL THIS POLICY WITHIN FIVE DAYS OF RECEIVING THIS DISCLOSURE. IF YOU CANCEL COVERAGE, THE PREMIUM WILL BE PRORATED AND ANY BROKER'S FEE CHARGED FOR THIS INSURANCE WILL BE RETURNED TO YOU. <p>Date: _____ Insured: _____</p>



Colorado	This contract is delivered as a surplus line coverage under the 'Nonadmitted Insurance Act'. The insurer issuing this contract is not licensed in Colorado but is an approved nonadmitted insurer. There is no protection under the provisions of the 'Colorado Insurance Guaranty Association Act.
Connecticut	NOTICE THIS IS A SURPLUS LINES POLICY AND IS NOT PROTECTED BY THE CONNECTICUT INSURANCE GUARANTY ASSOCIATION OR SUBJECT TO APPROVAL BY THE CONNECTICUT INSURANCE DEPARTMENT. IT IS IMPORTANT THAT YOU READ AND UNDERSTAND THIS POLICY.
Delaware	This insurance contract is issued pursuant to the Delaware Insurance Laws by an insurer neither licensed by nor under the jurisdiction of the Delaware Insurance Department. This insurer does not participate in insurance guaranty funds created by state law. In the event of the insolvency of the surplus lines insurer, losses will not be paid by the state insurance guaranty fund.
District of Columbia	This insurance contract is issued by an insurer neither licensed by nor under the supervision of the District of Columbia Department of Insurance, Securities and Banking. If the insurer that issued this policy becomes insolvent, insureds or claimants will not be protected by the District of Columbia Insurance Guaranty Association Act.
Florida	THIS INSURANCE IS ISSUED PURSUANT TO THE FLORIDA SURPLUS LINES LAW. PERSONS INSURED BY SURPLUS LINES CARRIERS DO NOT HAVE THE PROTECTION OF THE FLORIDA INSURANCE GUARANTY ACT TO THE EXTENT OF ANY RIGHT OF RECOVERY FOR THE OBLIGATION OF AN INSOLVENT UNLICENSED INSURER. SURPLUS LINES INSURERS' POLICY RATES AND FORMS ARE NOT APPROVED BY ANY FLORIDA REGULATORY AGENCY.
Georgia	This contract is registered and delivered as a surplus line coverage under the Surplus Line Insurance Law, O.C.G.A. Chapter 33-5.
Hawaii	This insurance contract is issued by an insurer which is not licensed by the State of Hawaii and is not subject to its regulation or examination. If the insurer is found insolvent, claims under this contract are not covered by any guaranty fund of the State of Hawaii.
Idaho	This surplus line contract is issued pursuant to the Idaho insurance laws by an insurer not licensed by the Idaho Department of Insurance. There is no coverage provided for surplus line insurance by either the Idaho Insurance Guaranty Association or by the Idaho Life and Health Insurance Guaranty Association.
Illinois	Notice to Policyholder: This contract is issued, pursuant to Section 445 of the Illinois Insurance Code, by a company not authorized and licensed to transact business in Illinois and as such is not covered by the Illinois Insurance Guaranty Fund.
Iowa	This policy is issued, pursuant to Iowa Code section 515.120, by a nonadmitted company in Iowa and as such is not covered by the Iowa Insurance Guaranty Association.
Kansas	This policy is issued by an insurer not authorized to do business in Kansas and, as such, the form, financial condition and rates are not subject to review by the commissioner of insurance and the insured is not protected by any guaranty fund.
Kentucky	This insurance has been placed with an insurer not licensed to transact business in the Commonwealth of Kentucky but eligible as a surplus lines insurer. The insurer is not a member of the Kentucky Insurance Guaranty Association. Should the insurer become insolvent, the protection and benefits of the Kentucky Insurance Guaranty Association are not available.
Louisiana	NOTICE This insurance policy is delivered as a surplus line coverage under the Insurance Code of the State of Louisiana. In the event of insolvency of the company issuing this contract, the policyholder or claimant is not covered by the Louisiana Insurance Guaranty Association which guaranties only specific policies issued by an insurance company authorized to do business in Louisiana. This surplus lines policy has been procured by the following licensed Louisiana surplus lines broker: _____ Signature of Licensed Louisiana Surplus Lines Broker or Authorized Representative _____ Printed Name of licensed Louisiana Surplus Lines Broker
Maine	This insurance contract is issued pursuant to the Maine Insurance Laws by an insurer neither licensed by nor under the jurisdiction of the Maine Bureau of Insurance.



Maryland	This insurance is issued by a nonadmitted insurer not under the jurisdiction of the Maryland Insurance Commissioner.
Massachusetts	This policy is insured by a company which is not admitted to transact insurance in the commonwealth, is not supervised by the commissioner of insurance and, in the event of an insolvency of such company, a loss shall not be paid by the Massachusetts Insurers Insolvency Fund under chapter 175D.
Michigan	This insurance has been placed with an insurer that is not licensed by the State of Michigan. In case of insolvency, payment of claims may not be guaranteed.
Minnesota	THIS INSURANCE IS ISSUED PURSUANT TO THE MINNESOTA SURPLUS LINES INSURANCE ACT. THE INSURER IS AN ELIGIBLE SURPLUS LINES INSURER BUT IS NOT OTHERWISE LICENSED BY THE STATE OF MINNESOTA. IN CASE OF INSOLVENCY, PAYMENT OF CLAIMS IS NOT GUARANTEED.
Mississippi	NOTE: This insurance policy is issued pursuant to Mississippi law covering surplus lines insurance. The company issuing the policy is not licensed by the State of Mississippi, but is authorized to do business in Mississippi as a nonadmitted company. The policy is not protected by the Mississippi Insurance Guaranty Association in the event of the insurer's insolvency.
Missouri	This is evidence of insurance procured and developed under the Missouri Surplus Lines Laws. It is NOT covered by the Missouri Insurance Guaranty Association. This insurer is not licensed by the state of Missouri and is not subject to its supervision.
Montana	NOTICE: This coverage is issued by an unauthorized insurer that is an eligible surplus lines insurer. If this insurer becomes insolvent, there is no coverage by the Montana Insurance Guaranty Association under the Montana Insurance Guaranty Association Act. _____ Printed Name of Surplus Lines Insurance Montana License Number Producer _____ Signature of Surplus Lines Insurance Producer
Nebraska	This policy is issued by a nonadmitted insurer, and in the event of the insolvency of such insurer, this policy will not be covered by the Nebraska Property and Liability Insurance Guaranty Association.
Nevada	This insurance contract is issued pursuant to the Nevada insurance laws by an insurer neither licensed by nor under the supervision of the Division of Insurance of the Department of Business and Industry of the State of Nevada. If the insurer is found insolvent, a claim under this contract is not covered by the Nevada Insurance Guaranty Association Act.
New Hampshire	The company issuing this policy is an eligible surplus lines insurer in the state of New Hampshire and the rates charged and policy forms used have not been approved by the commissioner of insurance. If the company issuing this policy becomes insolvent, the New Hampshire insurance guaranty fund shall not be liable for any claims made against the policy.
New Jersey	This policy is written by a surplus lines insurer and is not subject to the filing or approval requirements of the New Jersey Department of Banking and Insurance. Such a policy may contain conditions, limitations, exclusions and different terms than a policy issued by an insurer granted a Certificate of Authority by the New Jersey Department of Banking and Insurance. The insurer has been approved by the Department as an eligible surplus lines insurer, but the policy is not covered by the New Jersey Insurance Guaranty Fund, and only a policy of medical malpractice liability insurance as defined in N.J.S.A. 17:30D-3d or a policy of property insurance covering owner-occupied dwellings of less than four dwelling units are covered by the New Jersey Surplus Lines Guaranty Fund
New Mexico	This policy provides surplus lines insurance by an insurer not otherwise authorized to transact business in New Mexico. This policy is not subject to supervision, review or approval by the superintendent of insurance. The insurance so provided is not within the protection of any guaranty fund law of New Mexico designed to protect the public in the event of the insurer's insolvency.
New York	THE INSURER(S) NAMED HEREIN IS (ARE) NOT LICENSED BY THE STATE OF NEW YORK, NOT SUBJECT TO ITS SUPERVISION, AND IN THE EVENT OF THE INSOLVENCY OF THE INSURER(S), NOT PROTECTED BY THE NEW YORK STATE SECURITY FUNDS. THE POLICY MAY NOT BE SUBJECT TO ALL OF THE REGULATIONS OF THE INSURANCE DEPARTMENT PERTAINING TO POLICY FORMS.
North Carolina	<u>The insurance company with which this coverage has been placed is not licensed by the State of North Carolina and is not subject to its supervision. In the event of the insolvency of the insurance company, losses under this policy will not be paid by any State insurance guaranty or solvency fund.</u>



North Dakota	<p>“Notice: 1. an insurer that is not licensed in this state is issuing the insurance policy that you have applied to purchase. These companies are called “nonadmitted” or “surplus lines” insurers.</p> <p>2. The insurer is not subject to the financial solvency regulation and enforcement that applies to licensed insurers in this state.</p> <p>3. These insurers generally do not participate in insurance guaranty funds created by state law. These guaranty funds will not pay your claims or protect your assets if the insurer becomes insolvent and is unable to make payments as promised.</p> <p>4. Some states maintain lists of approved or eligible surplus lines insurers and surplus lines producers may use only insurers on the lists. Some states issue orders that particular surplus lines insurers cannot be used.</p> <p>5. For additional information about the above matters and about the insurer, you should ask questions of your insurance producer or surplus lines producer. You may also contact your insurance department consumer help line.”</p>
Ohio	THE INSURANCE HEREBY EVIDENCED IS WRITTEN BY AN APPROVED NON-LICENSED INSURER IN THE STATE OF OHIO AND IS NOT COVERED IN CASE OF INSOLVENCY BY THE OHIO INSURANCE GUARANTY ASSOCIATION.
Oklahoma	This policy is not subject to the protection of any guaranty association in the event of liquidation or receivership of the insurer.
Oregon	This insurance was procured and developed under the Oregon surplus lines laws. It is NOT covered by the provisions of ORS 734.510 to 734.710 relating to the Oregon Insurance Guaranty Association. If the insurer issuing this insurance becomes insolvent, the Oregon Insurance Guaranty Association has no obligation to pay claims under this insurance.
Pennsylvania	The insurer which has issued this insurance is not licensed by the Pennsylvania Insurance Department and is subject to limited regulation. This insurance is NOT covered by the Pennsylvania Property and Casualty Insurance Guaranty Association.
Rhode Island	NOTICE THIS INSURANCE CONTRACT HAS BEEN PLACED WITH AN INSURER NOT LICENSED TO DO BUSINESS IN THE STATE OF RHODE ISLAND BUT APPROVED AS A SURPLUS LINES INSURER. THE INSURER IS NOT A MEMBER OF THE RHODE ISLAND INSURERS INSOLVENCY FUND. SHOULD THE INSURER BECOME INSOLVENT, THE PROTECTION AND BENEFITS OF THE RHODE ISLAND INSURERS INSOLVENCY FUND ARE NOT AVAILABLE.
South Carolina	This company has been approved by the director or his designee of the South Carolina Department of Insurance to write business in this State as an eligible surplus lines insurer, but it is not afforded guaranty fund protection.
South Dakota	THIS INSURANCE CONTRACT IS ISSUED BY A NONADMITTED INSURER WHICH IS NOT LICENSED BY NOR UNDER THE JURISDICTION OF THE SOUTH DAKOTA INSURANCE DIRECTOR.
Tennessee	This insurance contract is with an insurer not licensed to transact insurance in this state and is issued and delivered as a surplus line coverage pursuant to the Tennessee insurance statutes.
Texas	This insurance contract is with an insurer not licensed to transact insurance in this state and is issued and delivered as surplus line coverage under the Texas insurance statutes. The Texas Department of Insurance does not audit the finances or review the solvency of the surplus lines insurer providing this coverage, and the insurer is not a member of the property and casualty insurance guaranty association created under Chapter 462, Insurance Code. Chapter 225, Insurance Code, requires payment of a 4.85% percent tax on gross premium.
Utah	The insurer issuing this policy does not hold a certificate of authority to do business in this state and thus is not fully subject to regulation by the Utah insurance commissioner. This policy receives no protection from any of the guaranty associations created under Title 31A, chapter 28.
Vermont	The company issuing this policy has not been licensed by the state of Vermont and the rates charged have not been approved by the commissioner of insurance. Any default on the part of the insurer is not covered by the Vermont Insurance Guaranty Association.



Virginia	<p>NOTICE TO INSURED</p> <p>THE INSURANCE POLICY THAT YOU HAVE APPLIED FOR HAS BEEN PLACED WITH OR IS BEING OBTAINED FROM AN INSURER APPROVED BY THE STATE CORPORATION COMMISSION FOR ISSUANCE OF SURPLUS LINES INSURANCE IN THE COMMONWEALTH, BUT NOT LICENSED OR REGULATED BY THE STATE CORPORATION COMMISSION OF THE COMMONWEALTH OF VIRGINIA. THEREFORE, YOU, THE POLICYHOLDER, AND PERSONS FILING A CLAIM AGAINST YOU ARE NOT PROTECTED UNDER THE VIRGINIA PROPERTY AND CASUALTY INSURANCE GUARANTY ASSOCIATION ACT (ss 38.2-1600 et seq.) OF THE CODE OF VIRGINIA AGAINST DEFAULT OF THE COMPANY DUE TO INSOLVENCY. IN THE EVENT OF INSURANCE COMPANY INSOLVENCY YOU MAY BE UNABLE TO COLLECT ANY AMOUNT OWED TO YOU BY THE COMPANY REGARDLESS OF THE TERMS OF THIS INSURANCE POLICY, AND YOU MAY HAVE TO PAY FOR ANY CLAIMS MADE AGAINST YOU.</p> <p>_____</p> <p>(Name of Surplus Lines Broker)</p> <p>_____</p> <p>(License Number)</p> <p>_____</p> <p>(Broker's Mailing Address)</p>
Virgin Islands	<p><i>“This contract is registered and delivered as a surplus lines coverage under the Insurance Code of the Virgin Islands. It is not covered by the Virgin Islands Insurance Guaranty Fund established pursuant to Title 33, Chapter 111, Section 3061 of the Virgin Islands Code, which only protects an insured in the event of the insolvency of an admitted insurer”</i></p>
Washington	<p>This contract is registered and delivered as a surplus line coverage under the insurance code of the state of Washington, Title 48 RCW. It is not protected by any Washington state guaranty association law.</p>
West Virginia	<p>THIS COMPANY IS NOT LICENSED TO DO BUSINESS IN WEST VIRGINIA, AND IS NOT SUBJECT TO THE WEST VIRGINIA INSURANCE GUARANTY ACT.</p> <p>Notice: 1. An insurer that is not licensed in this state is issuing the insurance policy that you have applied to purchase. These companies are called “nonadmitted” or “surplus lines” insurers. 2. The insurer is not subject to the financial solvency regulation and enforcement that applies to licensed insurers in this state. 3. These insurers generally do not participate in insurance guaranty funds created by state law. These guaranty funds will not pay your claims or protect your assets if the insurer becomes insolvent and is unable to make payments as promised. 4. Some states maintain lists of approved or eligible surplus lines insurers and surplus lines brokers may use only insurers on the lists. Some states issue orders that particular surplus lines insurers cannot be used. 5. For additional information about the above matters and about the insurer, you should ask questions of your insurance agent or surplus lines licensee. You may also contact your insurance commission consumer help line.</p>
Wisconsin	<p>This insurance contract is with an insurer which has not obtained a certificate of authority to transact a regular insurance business in the state of Wisconsin, and is issued and delivered as a surplus line coverage pursuant to s.618.41 of the Wisconsin Statutes. Section 618.43(1), Wisconsin Statutes, requires payment by the policyholder of 3% tax on gross premium.</p>
Wyoming	<p>This insurance contract is issued pursuant to the Wyoming Insurance Laws by an insurer neither licensed by nor under the jurisdiction of the Wyoming Insurance Department. In the event of insolvency of the surplus lines insurer, losses will not be paid by the Wyoming Insurance Guaranty Association.”</p>

Important Notice to Our Insureds/Brokers/Agents

NOTIFICATION OF CLAIMS

Upon knowledge of any occurrence likely to give rise to a claim hereunder, “you” must give immediate notice to:

Liberty Mutual Insurance – Property Claims Department

Claim Reporting Email: usclaims@ironshore.com

Liberty Mutual Group California Privacy Notice
Commercial Lines (excluding Workers' Compensation)
(Effective January 1, 2023)

Liberty Mutual Group and its affiliates, subsidiaries, and partners (collectively "Liberty Mutual" or "we", "us" and "our") provide insurance to companies and other insurers. This Privacy Notice explains how we gather, use, and share your data. This Privacy Notice applies to you if you are a **Liberty Mutual commercial line insured or are a commercial line claimant residing in California**. It does not apply to covered employees or claimants under Workers' Compensation policies. If this notice does not apply to you, go to libertymutual.com/privacy to review the applicable Liberty Mutual privacy notice.

What Personal Data Do We Collect?

The types of personal data we gather and share depend on both the product and your relationship to us. For example, we may gather different data if you are a claimant reporting an injury than if you want a quote for commercial property insurance. The data we gather can include your Social Security Number, income, transaction data such as account balances and payment history, and data from consumer reports. It may also include data gathered in connection with our provision of insurance services, when you apply for such services, or resulting from other contacts with you. It may also include:

- **Identifiers**, including a real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security Number, driver's license number, or other similar identifiers;
- **Personal data**, such as your name, signature, Social Security Number, physical characteristics or description, address, telephone number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, financial data, precise geolocation, medical data, or health insurance data;
- **Protected classification characteristics described in California Civil Code § 1798.80(e)**, including age, race, color, national origin, citizenship, religion or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, or veteran or military status;
- **Commercial information**, including records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories and tendencies;
- **Internet or other similar network activity**, including browsing history, search history, information on a consumer's interaction with a website, application, or advertisement;
- **Professional or employment related information**, including current or past job history
Inferences drawn from other personal information, such as a profile reflecting a person's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes;
- **Risk data**, including data about your driving and/or accident history; this may include data from consumer reporting agencies, such as your motor vehicle records, and loss history information, health data, or criminal convictions;
- **Claims data**, including data about your previous and current claims, which may include data regarding your health, criminal convictions, third party reports, or other personal data; and
- **Sensitive Data** as defined under the California Privacy Rights Act when used to infer characteristics of an individual.

For information about the types of personal data we have collected in the past twelve (12) months, please go to lmi.co/caprivacynotices and click on the link for the California Privacy Policy (Consumers).

How do you gather my data?

We gather your personal data directly from you . For example, you provide us with data when you:	We also gather your personal data from other people . For example:
<ul style="list-style-type: none"> ▪ ask about or buy insurance, or file a claim 	<ul style="list-style-type: none"> ▪ your insurance agent or broker
<ul style="list-style-type: none"> ▪ pay your policy 	<ul style="list-style-type: none"> ▪ your employer, association or business (if you are insured through them)
<ul style="list-style-type: none"> ▪ visit our websites, call us, or visit our office 	<ul style="list-style-type: none"> ▪ our affiliates or other insurance companies about your transactions with them
	<ul style="list-style-type: none"> ▪ consumer reporting agencies, Motor Vehicle Departments, and inspection services, to gather your credit history, driving record, claims history, or value and condition of your property
	<ul style="list-style-type: none"> ▪ other public directories and sources
	<ul style="list-style-type: none"> ▪ third parties, including other insurers, brokers and insurance support organizations who you have communicated with about your policy or claim, anti-fraud databases, sanctions lists, court judgments and other databases, government agencies, open electoral register, or in the event of a claim, third parties including other parties to the claim witnesses, experts, loss adjusters and claim handlers
	<ul style="list-style-type: none"> ▪ other third parties who take out a policy with us and are required to provide your data such as when you are named as a beneficiary or where a family member has taken out a policy which requires your personal data

Organizations that share data with us may keep it and disclose it to others as permitted by law. For data about how we have gathered personal data in the past twelve months, please go to lmi.co/caprivacynotices and click on the link for the California Privacy Policy (Consumers).

How Do We Use Your Personal Data?

Liberty Mutual uses your data to provide you with our products and services, and as otherwise provided in this Privacy Notice. We may use your data and the data of our former customers for our business and other compatible purposes. Our business purposes include, for example:

<u>Business Purpose</u>	<u>Data Categories</u>	<u>Do we share or sell your information as defined by CPRA</u>
<p>Market, sell and provide insurance. This includes, for example:</p> <ul style="list-style-type: none"> • calculating your premium; • determining your eligibility for a quote; • confirming your identity and servicing your policy; 	<ul style="list-style-type: none"> ▪ Identifiers ▪ Personal Information ▪ Protected Classification Characteristics ▪ Commercial Information ▪ Internet or other similar network activity ▪ Professional or employment related information 	<ul style="list-style-type: none"> ▪ No

	<ul style="list-style-type: none"> ▪ Inferences drawn from other personal information ▪ Risk data ▪ Claims data ▪ Sensitive Data 	
<p>Manage your claim. This includes, for example:</p> <ul style="list-style-type: none"> • managing your claim, if any; • conducting claims investigations; • conducting medical examinations; • conducting inspections, appraisals; • providing roadside assistance; • providing rental car replacement or repairs; 	<ul style="list-style-type: none"> ▪ Identifiers ▪ Personal Information ▪ Protected Classification Characteristics ▪ Commercial Information ▪ Internet or other similar network activity ▪ Professional or employment related information ▪ Inferences drawn from other personal information ▪ Risk data ▪ Claims data 	<ul style="list-style-type: none"> ▪ No.
<p>Day to Day Business and Insurance Operations. This includes, for example:</p> <ul style="list-style-type: none"> • creating, maintaining, customizing, and securing accounts; • supporting day-to-day business and insurance related functions; • doing internal research for technology and development; • marketing, advertising and creating products and services; • conducting audits related to a current contact with a consumer and other transactions; • as described at or before the point of gathering personal data or with your authorization; 	<ul style="list-style-type: none"> ▪ Identifiers ▪ Personal Information ▪ Protected Classification Characteristics ▪ Commercial Information ▪ Internet or other similar network activity ▪ Professional or employment related information ▪ Inferences drawn from other personal information ▪ Risk data ▪ Claims data 	<ul style="list-style-type: none"> ▪ No.
<p>Security and Fraud Detection. This includes, for example:</p> <ul style="list-style-type: none"> • detecting security issues; • protecting against fraud or illegal activity, and to comply with regulatory and law enforcement authorities; • managing risk and securing our systems, assets, infrastructure, and premises; • help to ensure the safety and security of Liberty staff, assets, and resources, which may include 	<ul style="list-style-type: none"> ▪ Identifiers ▪ Personal Information ▪ Protected Classification Characteristics ▪ Commercial Information ▪ Internet or other similar network activity ▪ Professional or employment related information ▪ Inferences drawn from other personal information ▪ Risk data ▪ Claims data 	<ul style="list-style-type: none"> ▪ No.

<p>physical and virtual access controls and access rights management;</p> <ul style="list-style-type: none"> • supervisory controls and other monitoring and reviews, as permitted by law; and emergency and business continuity management; 		
<p>Regulatory and Legal Requirements. This includes for example:</p> <ul style="list-style-type: none"> • controls and access rights management; • to evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of Liberty’s assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal data held by Liberty is among the assets transferred; • exercising and defending our legal rights and positions; • to meet Liberty contract obligations; • to respond to law enforcement requests as required by applicable law, court order, or governmental regulations; • as otherwise permitted by law; 	<ul style="list-style-type: none"> ▪ Identifiers ▪ Personal Information ▪ Protected Classification Characteristics ▪ Commercial Information ▪ Internet or other similar network activity ▪ Professional or employment related information ▪ Inferences drawn from other personal information ▪ Risk data ▪ Claims data 	<ul style="list-style-type: none"> ▪ No.
<p>Improve Your Customer Experience and Our Products. This includes, for example:</p> <ul style="list-style-type: none"> • improve your customer experience, our products, and service; • to provide support, personalize, and develop our website, products, and services; • create and offer new products and services; 	<ul style="list-style-type: none"> ▪ Identifiers ▪ Personal Information ▪ Commercial Information ▪ Internet or other similar network activity ▪ Professional or employment related information ▪ Inferences drawn from other personal information ▪ Risk data ▪ Claims data 	<ul style="list-style-type: none"> ▪ No.
<p>Analytics to identify, understand, and manage our risks and products. This includes, for example:</p> <ul style="list-style-type: none"> • conducting analytics to better identify, understand, and manage risk and our products; 	<ul style="list-style-type: none"> ▪ Identifiers ▪ Personal Information ▪ Protected Classification Characteristics ▪ Commercial Information ▪ Internet or other similar network activity 	<ul style="list-style-type: none"> ▪ No.

	<ul style="list-style-type: none"> ▪ Professional or employment related information ▪ Inferences drawn from other personal information; ▪ Risk data ▪ Claims data ▪ Sensitive Data 	
<p>Customer service and technical support. This includes, for example:</p> <ul style="list-style-type: none"> • answer questions and provide notifications; • provide customer and technical support. 	<ul style="list-style-type: none"> ▪ Identifiers ▪ Personal Information ▪ Commercial Information ▪ Internet or other similar network activity ▪ Professional or employment related information ▪ Inferences drawn from other personal information ▪ Risk data ▪ Claims data 	<ul style="list-style-type: none"> ▪ No.
<p>Cross-Context Behavioral Advertising</p>	<ul style="list-style-type: none"> ▪ Identifiers ▪ IP address ▪ Internet or other similar network activity 	<ul style="list-style-type: none"> ▪ We share this information with service providers such as search engines and social media platforms

Liberty Mutual will not collect additional categories of personal information or use the personal information we collected for materially unrelated, or incompatible purposes without updating our notice.

Do We Disclose Your Personal Data?

Liberty Mutual does not sell your personal data as defined by California law.

Liberty Mutual shares your personal data as disclosed above. The California privacy law defines sharing as “communicating orally, in writing, or by electronic or other means, a consumers personal information . . . to a third party for cross-context behavioral advertising, whether or not for monetary or other valuable consideration.” This occurs when you visit the Liberty Mutual website. Cookies or pixels are deployed that then allow us to show you targeted advertisements when you visit other websites or social media platforms. You have the right to opt-out of this type of sharing and you may learn more about those rights at lmi.co/caprivacychoices.

This type of sharing is different from disclosing personal information to other entities to perform a service related to providing insurance or processing your claim. How we disclose data to these types of entities is set forth below.

Liberty Mutual may disclose personal data with affiliated and non-affiliated third parties, including:

- Liberty Mutual affiliates;
- Service Providers (such as auto repair facilities, towing companies, property inspectors, and independent adjusters);
- Insurance support organizations;
- Brokers and agents;
- Public entities (e.g. regulatory, quasi-regulatory, tax or other authorities, law enforcement agencies, courts, arbitrational bodies, and fraud prevention agencies);
- Consumer reporting agencies;
- Advisors including law firms, accountants, auditors, and tax advisors;
- Insurers, re-insurers, policy holders, and claimants;

- Group policyholders (for reporting claims data or an audit);
- A person, organization, affiliates or service providers conducting actuarial or research studies; and
- As permitted by law.

We may also disclose data with other companies that provide marketing services on our behalf or as part of a joint marketing agreement for products offered by Liberty Mutual. We will not disclose your personal data with others for their own marketing purposes.

We may also disclose data about our transactions (such as payment history) and experiences (such as claims made) with you to our affiliates.

Liberty Mutual may disclose the following categories of personal data as needed for business purposes:

Identifiers	Personal Data
Protected Classification Characteristics	Commercial Data
Internet or other similar network activity	Professional, employment, and education data
Inferences drawn from personal data	Risk Data
Claims Data	

For information about how we have shared personal information in the past twelve (12) months, please go to lmi.co/caprivacynotices and click on the link for the California Privacy Policy (Consumers).

How Long Does Liberty Mutual Retain Each Category of Personal Data?

We retain your information in accordance with our legal obligations, our records retention policies, or as otherwise permitted by law. For example, we may have a legal obligation to retain information relating to your policies or claims with us. We will delete your data once the legal obligation expires or after the period of time specified in our records retention policies. The period of retention is subject to our review and alteration.

How to Contact Us:

You can submit requests, seek additional information, or obtain a copy of our Privacy Notice in an alternative format by either:

- Calling:** 800-344-0197
- Email:** privacy@libertymutual.com
- Online:** Libertymutualgroup.com/privacy-policy/data-request
lmi.co/caprivacychoices
- Postal Address:** Liberty Mutual Insurance Company
175 Berkeley St., 6th Floor
Boston MA 02116
Attn: Privacy Office



IRONSHORE SPECIALTY INSURANCE COMPANY

175 Berkeley Street
Boston, MA 02116
(877) IRON411

ENDORSEMENT #

Policy Number:
Insured Name:

Effective Date of Endorsement:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PROPERTY MILLENNIUM ENDORSEMENT

It is noted and agreed this policy is hereby amended as follows:

- A.** The Insurer will not pay for Damage or Consequential Loss directly or indirectly caused by, consisting of, or arising from, the failure of any computer, data processing equipment, media microchip, operating systems, microprocessors (computer chip), integrated circuit or similar device, or any computer software, whether the property of the Insured or not, and whether occurring before, during or after the year 2000 that results from the inability to:
 - 1 correctly recognize any date as its true calendar date;
 - 2 capture, save, or retain, and/or correctly manipulate, interpret or process any data or information or command or instruction as a result of treating any date other than its true calendar date; and/or
 - 3 capture, save, retain or correctly process any data as a result of the operation of any command which has been programmed into any computer software, being a command which causes the loss of data or the inability to capture, save, retain or correctly process such data on or after any date.
- B.** It is further understood that the Insurer will not pay for the repair or modification of any part of an electronic data processing system or its related equipment, to correct deficiencies or features of logic or operation.
- C.** It is further understood that the Insurer will not pay for Damage or Consequential Loss arising from the failure, inadequacy, or malfunction of any advice, consultation, design, evaluation, inspection, installation, maintenance, repair or supervision done by the Insured or for the Insured or by or for others to determine, rectify or test, any potential or actual failure, malfunction or inadequacy described in A. above.

Such Damage or Consequential Loss described in **A**, **B**, or **C** above, is excluded regardless of any other cause that contributed concurrently or in any other sequence.

This endorsement shall not exclude subsequent Damage or Consequential Loss, not otherwise excluded, which itself results from a Defined Peril.

Defined Peril shall mean fire, lightning, explosion aircraft or vehicle impact, falling objects, windstorm, hail, tornado, hurricane, cyclone, riot, strike, civil commotion, vandalism, malicious mischief, earthquake, volcano, tsunami, freeze or weight of snow.

In consequence of all the foregoing the Annual Premium remains unaltered.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.



Authorized Representative

May 1, 2023

Date

SPECIMEN



IRONSHORE SPECIALTY INSURANCE COMPANY

175 Berkeley Street
Boston, MA 02116
(877) IRON411

ENDORSEMENT #

Policy Number:
Insured Name:

Effective Date of Endorsement:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**SPECIAL CATASTROPHE EARNED PREMIUM PROVISION
(FOR MID-TERM CANCELLATIONS)**

Special Catastrophe Earned Premium Provision will only apply as respects midterm cancellations, not for transactional additions and deletions of locations.

- 1 If this policy is canceled by the insured, and no coverage existed on any Tier one locations from June 1 to November 30, the return premium is 90% of the pro-rata subject to any minimum earned premium stipulations in the policy.
- 2 If coverage existed on any Tier I location at any time during the period from June 1 to November 30, the amount of premium returned will be a percentage of the total premium determined as follows:

Days Policy in Force	Unearned Factor
1 - 180	20%
181 - 210	15%
211 - 240	10%
241 - 270	7.50%
271 - 300	5%
301 - 330	2.50%
331 - 365	0%

- 3 If Tier I locations are added during the term of the policy, the rate will be calculated as 100% of the annual rate, less the Unearned Factor in Item 2 above.
- 4 The provisions of this endorsement shall supersede any other minimum earned premium provisions in the policy or its attachments.
- 5 All reference herein to "Tier I", "Tier I Windstorm" or similar "Tier I" references, shall be defined as all locations situated within Tier I States or Counties or Parishes as specified below:

Alabama: Baldwin, Mobile;
Florida: Entire State of Florida;
Georgia: Bryan, Camden, Chatham, Glynn, Liberty, McIntosh;
Hawaii: Entire state;

Louisiana: Cameron, Iberia, Jefferson, Lafourche, Orleans, Plaquemines, St. Mary, St. Bernard, St. Tammany, Terrebonne, Vermilion;
Mississippi: Hancock, Harrison, Jackson;
North Carolina: Beaufort, Bertie, Brunswick, Camden, Carteret, Chowan, Craven, Currituck, Dare, Hyde, New Hanover, Onslow, Pamlico, Pasquotank, Pender, Perquimans, Tyrrell, Washington;
South Carolina: Beaufort, Berkley, Charleston, Colleton, Georgetown, Horry, Jasper;
Texas: Aransas, Brazoria, Calhoun, Cameron, Chambers, Galveston, Harris, Jackson, Jefferson, Kenedy, Kleberg, Matagorda, Nueces, Orange, Refugio, San Patricio, Victoria, Willacy;
Virginia: Accomack, Chesapeake, Essex, Gloucester, Hampton, Isle of Wight, James City, King George, Lancaster, Mathews, Middlesex, Newport News, Norfolk, Northampton, Northumberland, Poquoson, Portsmouth, Richmond, Stafford, Suffolk, Surry, Virginia Beach, Westmoreland, Williamsburg, York.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.



Authorized Representative

May 1, 2023
Date



IRONSHORE SPECIALTY INSURANCE COMPANY

175 Berkeley Street
Boston, MA 02116
(877) IRON411

ENDORSEMENT #

Policy Number:
Insured Name:

Effective Date of Endorsement:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EARTHQUAKE LIMITATION

It is hereby understood and agreed that no coverage is provided under this policy for the peril of earthquake occurring in the following states and/or territories:

California, Hawaii, Alaska and Puerto Rico

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

Authorized Representative

May 1, 2023
Date



IRONSHORE SPECIALTY INSURANCE COMPANY

175 Berkeley Street
Boston, MA 02116
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ENDORSEMENT #

Policy Number:
Insured Name:

Effective Date of Endorsement:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SANCTION LIMITATION AND EXCLUSION CLAUSE

No Insurer shall be deemed to provide cover and no Insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that Insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

Authorized Representative

May 1, 2023
Date



IRONSHORE SPECIALTY INSURANCE COMPANY

175 Berkeley Street
Boston, MA 02116
(877) IRON411

ENDORSEMENT #

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Insured Name:

Effective Date of Endorsement:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SERVICE OF SUIT CLAUSE – FLORIDA

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS IN THIS POLICY

Ironshore Specialty Insurance Co. hereby appoints the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute or his successor or successors in office, as the agent upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Insured or any beneficiary hereunder arising out of this contract of insurance.

The Company furthermore designates Corporation Service Company, 1201 Hays Street, Tallahassee, FL 32301 as the agent to whom a copy of the Service of Process should be forwarded by the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the State of Florida. A copy of any process, "suit", complaint or summons may be made upon the Office of the General Counsel, North America Specialty, Liberty Mutual Insurance, C/O Ironshore Specialty Insurance Co., 175 Berkeley Street, Boston, MA 02116.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.



Authorized Representative

May 1, 2023
Date



IRONSHORE SPECIALTY INSURANCE COMPANY

175 Berkeley Street
Boston, MA 02116
(877) IRON411

ENDORSEMENT #

Policy Number:
Insured Name:

Effective Date of Endorsement:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.


BROAD VIRUS EXCLUSION

Loss Due To Virus Or Bacteria

We do not cover loss or damage directly or indirectly caused by or resulting from any virus, bacterium or other microorganism that induces or is capable of inducing physical distress, illness or disease. This exclusion applies regardless of any other cause or event contributing to the loss concurrently or in any other sequence.

The terms of the exclusion above, or the inapplicability of this exclusion to a particular loss, do not serve to create coverage for any loss that would otherwise be excluded by this Policy.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.



Authorized Representative

May 1, 2023
Date



IRONSHORE SPECIALTY INSURANCE COMPANY

175 Berkeley Street
Boston, MA 02116
(877) IRON411

ENDORSEMENT #

Policy Number:
Insured Name:

Effective Date of Endorsement:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION/NON-RENEWAL ENDORSEMENT – FLORIDA

Wherever used in this endorsement: 1) Insurer means “we”, “us”, “our” or the “Company” as those terms are defined in the policy; and 2) Named Insured means the first person or entity named on the declarations page; and 3) “Insured(s)” means all persons or entities afforded coverage under the policy.

Any cancellation, non-renewal or termination provision(s) in the policy are deleted in their entirety and replaced with the following:

CANCELLATION AND NON-RENEWAL

A. CANCELLATION

1. The Named Insured may cancel the policy at any time. To do so, the Named Insured must return the policy to the Insurer or any of its authorized representatives, indicating the effective date of cancellation; or provide a written notice to the Insurer, stating when the cancellation is to be effective.
2. If the policy has been in effect for ninety (90) days or less the Insurer may cancel the policy by mailing or delivering written notice to the Named Insured, at the last mailing address known to the Insurer, at least:
 - a. Ten (10) days prior to the effective date of cancellation, if the Insurer cancels for nonpayment of premium;
 - b. Twenty (20) days prior to the effective date of cancellation, if the Insurer cancels for any other reason, except the Insurer may cancel immediately for:
 - i. A material misstatement or misrepresentation; or
 - ii. A failure to comply with underwriting requirements established by the Insurer.
3. If the policy has been in effect for more than ninety (90) days the Insurer may not cancel the policy unless such cancellation is based on one or more of the following reasons:
 - a. Nonpayment of premium;
 - b. A material misstatement;
 - c. A failure to comply with underwriting requirements established by the Insurer within ninety (90) days of the date of effectuation of coverage;
 - d. A substantial change in the risk covered by the policy; or

e. When the cancellation is for all insureds under such policies for a given class of insureds.

Written notice of cancellation will be mailed or delivered to the Named Insured, at the last mailing address known to the Insurer, at least:

- i. Ten (10) days prior to the effective date of cancellation, if the Insurer cancels for nonpayment of premium;
 - ii. Forty-five (45) days prior to the effective date of cancellation, if the Insurer cancels for the reasons stated in A.3.b., A.3.c., A.3.d. or A.3.e. above.
4. The notice will state the actual reason for the cancellation.
 5. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
 6. If notice is mailed, proof of mailing will be sufficient proof of notice.
 7. The unearned premium shall be computed on a pro-rata basis. The unearned premium is to be mailed within fifteen (15) working days after the effective date of the cancellation. The cancellation will be effective even if the Insurer has not made or offered a refund.

B. NON-RENEWAL

1. The Insurer can non-renew the policy by giving written notice to the Named Insured, at the last mailing address known to the Insurer, at least forty-five (45) days before the expiration date.
2. The notice of non-renewal will state the actual reason for non-renewal.
3. If notice is mailed, proof of mailing will be sufficient proof of notice.

All other terms and conditions of the Policy remain unchanged.



Authorized Representative

May 1, 2023

Date



IRONSHORE SPECIALTY INSURANCE COMPANY

175 Berkeley Street
Boston, MA 02116
(877) IRON411

ENDORSEMENT #

Policy Number:
Insured Name:

Effective Date of Endorsement:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAR RISK AND TERRORIST EXCLUSION

It is hereby understood and agreed, that notwithstanding any other war risk or terrorist exclusion that may be in the policy or any clause limiting or attempting to limit the application of any endorsements to the policy, this policy is amended as follows:

The policy does not cover loss or damage to property caused by, resulting from, contributed to or aggravated by any of the following perils, whether such loss or damage is accidental or intentional, intended or unintended, direct or indirect, proximate or remote or in whole or in part caused by, contributed to or aggravated by any perils insured by the policy:

1. war, hostile or warlike action in time of peace or war, whether or not declared, including action in hindering, combating or defending against an actual, impending or expected attack:
2. by government or sovereign power (de jure or de facto) or by any authority maintaining or using military, naval or air forces; or
3. by military, naval or air forces; or
4. by an agent of any such government, power, authority or force.
5. any weapon of war employing atomic fission or radioactive force whether in time of peace or war, whether or not its discharge was accidental;
6. insurrection, rebellion, revolution, civil war, usurped power, or action taken by government authority in hindering, combating, or defending against such an occurrence, seizure or destruction;
7. any act of one or more persons, whether known or unknown and whether or not agents of a sovereign power, for Terrorist purposes;
8. hijacking or any unlawful seizure or wrongful exercise or control of any mode of transportation, including but not limited to aircraft, watercraft, truck(s), train(s) or automobile(s), including any attempted seizure of control, made by any person or persons, for Terrorist purposes.

Such loss or damage is excluded regardless of any other cause, event or intervention that contributes concurrently or in any sequence to the loss or damage.

Terrorist purpose means the use or threatened use of any unlawful means, including the use of force or violence against any person(s) or property (ies), for the actual or apparent purpose of intimidating, coercing, punishing or affecting society or some portion of society or government.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.



Authorized Representative

May 1, 2023
Date

SPECIMEN

IRONSHORE SPECIALTY INSURANCE COMPANY

Named Insured:

Policy Number:

Effective Date:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ALASKA EXCLUSION OF CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY**

A. The following exclusion is added:

This insurance does not apply to:

TERRORISM

“Any injury or damage” arising out of a “certified act of terrorism”.

B. The following definitions are added:

1. For the purposes of this endorsement, “any injury or damage” means any injury or damage covered under any Coverage Part to which this endorsement is applicable, and includes but is not limited to “bodily injury”, “property damage”, “personal and advertising injury”, “injury” or “environmental damage” as may be defined in any applicable Coverage Part.
2. “Certified act of terrorism” means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act. The criteria contained in the Terrorism Risk Insurance Act 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 the Terrorism Risk Insurance Act; and
 - b. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is 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.



May 1, 2023

Authorized Representative

Date

SPECIMEN



Confirmation of Coverage

Dear: Erica Connick, AJG - Orlando - Risk Mgmt

Date: May 02, 2023

Thank you for the bind order for the below Insured. We are pleased to present the RPS Confirmation of Coverage and invoice along with the attached Markel Group binder. **Please review the attached and below carefully as coverage described herein may be different from the original application submitted, or prior policy if applicable.**

Insured: Indian River County Board of County Commissioners

RPS Reference #: 5378361A

Mailing Address: 1800 27th Street Vero Beach, FL 32960

Physical Address: 1800 27th Street, Vero Beach, FL 32960

Carrier: Evanston Insurance Company / Non-Admitted

AM Best Rating: A XV

Policy Number: MKLV2XPR001594

Expiring Policy Number: MKLV2XPR000806

Policy Period: 5/1/2023 to 5/1/2024

Coverage: Property - Special Perils Excluding Quake/Flood

TIV: per Carrier terms attached

Limit: per Carrier terms attached

Rate: per Carrier terms attached

Policy Premium: \$67,500.00

Fees (fully earned):

Taxes:

\$4.00

EMPA - Commercial

TRIA:

Status: REJECTED

TOTAL:

\$67,504.00

Commission: 0%

Gross Commission: 5%

Minimum Earned Premium: 35%

Home State: FL

The State Surplus Lines Notice applies only if Insurance Carrier is shown as Non-Admitted in the Binder Information Section.

THIS INSURANCE IS ISSUED PURSUANT TO THE FLORIDA SURPLUS LINES LAW. PERSONS INSURED BY THE SURPLUS LINES CARRIERS DO NOT HAVE THE PROTECTION OF THE FLORIDA GUARANTY ACT TO THE EXTENT OF ANY RIGHT OF RECOVERY FOR THE OBLIGATION OF AN INSOLVENT UNLICENSED INSURER.

Albert Geraci
2400 E. Commercial Blvd., Ste. 728
Fort Lauderdale, FL 33308
P176271

Conditions/ Subjectivities: per Carrier terms attached

Please see attached company quote or binder for limits, terms, conditions and exclusions.

Please note:

- You are responsible for reviewing and explaining the coverage to the client, including any options, available or not from our office. The terms hereon are not fully described and no assumption should be made as to the adequacy of the coverage of the risk to the client.
- You are not an Agent of the insurer, and as such, cannot bind coverage nor make any commitments on behalf of the insurer, nor of us. This policy cannot be assigned to another without the written consent of the insurer or their Agent.
- This document is intended for use as evidence that the insurance, as described herein, has been effected and shall be subject to all terms and conditions of policy(ies) which will be issued and that in the event of any inconsistency herewith, the terms and provisions of such policy(ies) shall prevail.
- If this policy is issued on a non-admitted basis, your office is responsible for completing, collecting and delivery to RPS any required surplus lines forms, taxes and fees from the insured. RPS will remit the applicable taxes and forms to the state. If this policy is subject to the surplus lines laws in your state, you should make every effort to comply with any special provisions and regulations of your state.
- By binding you commit to any provisions contained hereon, such as Minimum Earned Premiums. There are no flat cancellations allowed.
- When requesting a policy change, addition, cancellation, endorsement, etc. you must provide every policy number/ coverage to which the request applies.
- You are responsible for the issuance and review of Certificates of Insurance (COI). COIs cannot amend or alter the terms provided herein.
- In the event of a claim please report immediately and visit the RPS Claims website: <https://my.rpsins.com/claimsfnol>
- All premiums and any fees are due to RPS within 20 days of binding unless otherwise stipulated. Accounts with payments that are overdue and are not received within this time frame are subject to cancellation.

If you have any questions, please feel free to call or email me. We look forward to our next opportunity to work with you.

Sincerely,

Wes Robinson

Risk Placement Services, Inc. - Atlanta

Phone: (770) 829-3341

Email:770-730-8410

Property binder

This is to confirm that EVANSTON INSURANCE COMPANY is binding coverage as described below:

General information

Date	05/01/2023	Policy number	MKLV2XPR001594
Producer	Risk Placement Services, Inc.	Attention	Nicole Anglin
Insured	Indian River County BOCC	Deal number	5096249
Effective date	05/01/2023	Expiration date	05/01/2024
Issuing company	Evanston Insurance Company, a Surplus Lines Company	Billing company	Markel Service, Incorporated

Binder details

\$1.5m p/o \$15m x/s \$10m	
Perils Insured	Risks of Direct Physical Loss or Damage including Flood and Earthquake
Limits of liability	\$1,500,000 part of \$15,000,000 excess of \$10,000,000 per Occurrence and in the Aggregate for Earthquake and Flood
Deductible(s)	Underlying Limits of Liability plus primary deductible(s) per the underlying policy
Covered property	Building, Business Personal Property, Business Income Including Extra Expense as per schedule of values on file with this company.
Valuation	Per Underlying Policy
Total insured value	\$338,660,163
Premium	
Premium	\$67,500 Share / \$675,000 Layer
Minimum earned premium	35%
Commission	5.00%

Conditions

1. Agree to follow expiring primary and excess manuscript forms with mandatory endorsements and exclusions noted herein.
2. Annual Aggregate applies to Fungus, Mold(s), Wet or Dry Rot sublimit.

Markel Southeast Region, a division of Markel Service, Incorporated



3. Coverage for Beaches and Engineered Beaches are excluded.
4. TRIA- Rejected
5. Territory & All Contingent Coverage: The United States of America
6. 30 day notice of cancellation unless subject to compliance with state requirement. 10 day notice of cancellation for non-payment of premium.
7. A copy of the issued Primary/Underlying Policy must be received prior to issuing our policy.
8. Coverage may not be bound without confirmation in writing from Evanston Insurance Company.
9. Excludes all foreign locations and exposures.
10. No new business or increased coverage on in-force business shall be bound on properties within 100 miles of tidal waters when a tropical storm or hurricane is within the boundaries West of 70 degrees West Longitude and North of 15 degrees North Latitude.
11. Please be advised that you are expected to comply with all state law requirements and your office is responsible for making state surplus lines filings and remitting the applicable surplus lines taxes.
12. Please read this binder and the attached forms list carefully. This binder may include new forms and endorsements. If you would like a copy of these forms they can be obtained at markelonlinesupport@markel.com.
13. Premium Adjustment: Submit for prior approval
14. This binder is conditional upon favorable financials, inspection report(s), and compliance with recommendations, if requested.
15. This binder is subject to disclosure of any claims or occurrences which may affect this policy which the applicant shall become aware of subsequent to the application date and prior to the inception date of coverage for this binder.
16. This binder may differ from the terms and conditions presented in the submission.
17. This binder is subject to review and acceptance of the Primary/Underlying policy form.
18. Unless otherwise agreed upon, it is warranted that this binder is subject to no other participation from any other writing company within the Markel group. This includes but is not limited to Evanston Insurance Company, Markel American Insurance Company, Markel Insurance Company, and Markel Bermuda Limited.

Coverage forms and endorsements

MJIL 1000 08 10	Policy Jacket
MPIL 1007 01 20	Privacy Notice
MPIL 1074 02 20	Notice To Policyholders Claim Reporting
MPIL 1083 04 15	U.S. Treasury Department's Office Of Foreign Assets Control (OFAC) Advisory Notice To Policyholders
MDIL 1001 08 11	Forms Schedule
MEIL 1200 02 20	Service of Suit
MEIL 1237 09 14	Notice Of Cancellation Number of Days' Notice: 90
MDCP 1015 06 17	Property Declarations
MECP 1213 02 15	Occurrence Limit of Liability - Excess Item 2B deleted
MECP 1215 12 21	Additional Property Exclusions And Conditions
MECP 1273 09 14	Minimum Earned Premium For Exposure To Hurricanes Applies to cancellation only
MECP 1304 05 16	Exclusion Of Certified Acts Of Terrorism
MECP 1315 09 14	Exclusion - Asbestos
MECP 1317 09 14	Exclusion - Biological, Radiological Or Chemical Materials
MECP 1322 09 14	Exclusion - Pollution

Markel Southeast Region, a division of Markel Service, Incorporated



MECP 1326 09 14	Exclusion - Organic Pathogens
MECP 1334 10 22	Exclusion - Territorial
MECP 1335 10 22	Exclusion - Governmental Action And War
MECP 1336 10 22	Exclusion - Sanctions
MECP 1341 02 22	Exclusion - Cyber Incident And Electronic Data With Ensuing Fire And Explosion Exceptions
MECP 2213 12 22	Restricted Assignment Of Post-Loss Benefits
MECP 2214 12 22	Arbitration Condition
RPS Excess Manuscript Form	As issued per expiring MKLV2XPR000806

Please note that this binder is subject to completion and satisfactory review of all the subjectivities and conditions noted above.

Further, the terms and conditions outlined in this binder are based on the applicable underwriting information received as of the date of the application. Evanston Insurance Company maintains the right to adjust the terms and conditions, in the event conflicting information is received subsequent to this date.





Confirmation of Coverage

Dear: Erica Connick, AJG - Orlando - Risk Mgmt

Date: May 02, 2023

Thank you for the bind order for the below Insured. We are pleased to present the RPS Confirmation of Coverage and invoice along with the attached RSUI Group, Inc. binder. **Please review the attached and below carefully as coverage described herein may be different from the original application submitted, or prior policy if applicable.**

Insured: Indian River County Board of County Commissioners

RPS Reference #: 5378324A

Mailing Address: 1800 27th Street Vero Beach, FL 32960

Physical Address: 1800 27th Street, Vero Beach, FL 32960

Carrier: Landmark American Insurance Company / Non-Admitted

AM Best Rating: A+ XIV

Policy Number: LHD932586

Expiring Policy Number: LHD924030

Policy Period: 5/1/2023 to 5/1/2024

Coverage: Property - Special Perils Excluding Quake/Flood

TIV: per Carrier terms attached

Limit: per Carrier terms attached

Rate: per Carrier terms attached

Policy Premium: \$100,000.00

Fees (fully earned):

Taxes:

\$4.00 EMPA - Commercial

TRIA: **Status:** REJECTED

TOTAL: \$100,004.00

Commission: 0% **Gross Commission:** 5% **Minimum Earned Premium:** 25%

Home State: FL

The State Surplus Lines Notice applies only if Insurance Carrier is shown as Non-Admitted in the Binder Information Section.

THIS INSURANCE IS ISSUED PURSUANT TO THE FLORIDA SURPLUS LINES LAW. PERSONS INSURED BY THE SURPLUS LINES CARRIERS DO NOT HAVE THE PROTECTION OF THE FLORIDA GUARANTY ACT TO THE EXTENT OF ANY RIGHT OF RECOVERY FOR THE OBLIGATION OF AN INSOLVENT UNLICENSED INSURER.

Albert Geraci
2400 E. Commercial Blvd., Ste. 728
Fort Lauderdale, FL 33308
P176271

Conditions/ Subjectivities: per Carrier terms attached

Please see attached company quote or binder for limits, terms, conditions and exclusions.

Please note:

- You are responsible for reviewing and explaining the coverage to the client, including any options, available or not from our office. The terms hereon are not fully described and no assumption should be made as to the adequacy of the coverage of the risk to the client.
- You are not an Agent of the insurer, and as such, cannot bind coverage nor make any commitments on behalf of the insurer, nor of us. This policy cannot be assigned to another without the written consent of the insurer or their Agent.
- This document is intended for use as evidence that the insurance, as described herein, has been effected and shall be subject to all terms and conditions of policy(ies) which will be issued and that in the event of any inconsistency herewith, the terms and provisions of such policy(ies) shall prevail.
- If this policy is issued on a non-admitted basis, your office is responsible for completing, collecting and delivery to RPS any required surplus lines forms, taxes and fees from the insured. RPS will remit the applicable taxes and forms to the state. If this policy is subject to the surplus lines laws in your state, you should make every effort to comply with any special provisions and regulations of your state.
- By binding you commit to any provisions contained hereon, such as Minimum Earned Premiums. There are no flat cancellations allowed.
- When requesting a policy change, addition, cancellation, endorsement, etc. you must provide every policy number/ coverage to which the request applies.
- You are responsible for the issuance and review of Certificates of Insurance (COI). COIs cannot amend or alter the terms provided herein.
- In the event of a claim please report immediately and visit the RPS Claims website: <https://my.rpsins.com/claimsfnol>
- All premiums and any fees are due to RPS within 20 days of binding unless otherwise stipulated. Accounts with payments that are overdue and are not received within this time frame are subject to cancellation.

If you have any questions, please feel free to call or email me. We look forward to our next opportunity to work with you.

Sincerely,

Wes Robinson

Risk Placement Services, Inc. - Atlanta

Phone: (770) 829-3341

Email:770-730-8410



April 28, 2023

Risk Placement Services

ATTENTION: WES ROBINSON / NICOLE ANGLIN

RE: Property Binder

Policy Number: LHD932586
Renewal of: LHD924030
Company: Landmark American Insurance Company
(A.M. Best rating: A++ XIV and S&P rating: AA+)
Coverage: Property
Insured: Indian River County Board of County Commissioners
Vero Beach, FL
Policy Dates: May 01, 2023 - May 01, 2024
Property Limits: \$25,000,000 Per Occurrence, subject to conditions of the Scheduled Limit of Liability form (10% Margin Clause)
In Excess Of: \$25,000,000 Per Occurrence
Valuation: As per primary policy form
Total Insured Value: \$338,660,163
Coverages:

- Building
- Personal Property
- Business Income with Extra Expense including "Rental Value"

5% Swing Clause applies with Quarterly Reporting and Annual Adjustment

Perils: All Risk Excluding Flood & Earth Movement

- Excluding Terrorism
- Excluding Windstorm or Hail associated with a Named Storm

Form: RSUI Excess Physical Damage Form - 2022 Edition
Deductible: Per Underlying Policy Form
Cancellation: 90 days notice of cancellation, except 10 days notice for non payment of premium.
Remarks: In addition to underlying limits, this coverage attaches excess of primary deductibles.

THE PREMIUM AMOUNT DOES NOT INCLUDE SURPLUS LINES TAX.
YOUR OFFICE IS RESPONSIBLE FOR THE COLLECTION AND FILINGS.

Any new locations are subject to underwriting review and acceptance by the carrier prior to binding.

Policy Attachments

- Appraisal Clause Amendment
- Asbestos Exclusion
- Common Policy Conditions
- Cyber, Electronic Data and Systems Exclusion
- Exclusion - Marijuana
- Exclusion - Post Loss Assignments
- Exclusion And Limited Additional Coverage For Fungus
- Exclusion of Pathogenic or Poisonous Biological or Chemical Materials
- Scheduled Limit Of Liability
- State Fraud Statement

Premium Amount

Premium:	\$100,000.00
Gross Premium:	\$100,000.00
Minimum Earned Premium:	25.00%
Commission:	5.00%

Comments:

Coverage has been "rejected" by the insured for all acts of terrorism including but not limited to those that are certified by the Secretary of the Treasury under the Terrorism Risk Insurance Act.

Please read all terms and conditions shown above carefully as they may not conform to specifications shown on your submission.

Any non-concurrence of terms (defined as premium differences, different exclusionary language, different deductibles, or different limits/sublimits) with co-participants on this layer is subject to the approval of RSUI.

Coverage bound herewith shall be subject to all terms and conditions of the policy to be issued which, when delivered, replaces this binder.

This Binder is valid for 90 days from the effective date.

We greatly appreciate your business.



Confirmation of Coverage

Dear: Erica Connick, AJG - Orlando - Risk Mgmt

Date: May 02, 2023

Thank you for the bind order for the below Insured. We are pleased to present the RPS Confirmation of Coverage and invoice along with the attached Westchester, a Chubb Company binder. **Please review the attached and below carefully as coverage described herein may be different from the original application submitted, or prior policy if applicable.**

Insured: Indian River County Board of County Commissioners

RPS Reference #: 5378334A

Mailing Address: 1800 27th Street Vero Beach, FL 32960

Physical Address: Per Schedule on File, Vero Beach, FL 32960

Carrier: Westchester Surplus Lines Insurance Company / Non-Admitted

AM Best Rating: A++ XV

Policy Number: D3739595A 012

Expiring Policy Number: D3739595A 011

Policy Period: 5/1/2023 to 5/1/2024

Coverage: Property - Special Perils Including Quake/Flood

TIV: per Carrier terms attached

Limit: per Carrier terms attached

Rate: per Carrier terms attached

Policy Premium: \$160,000.00

Fees (fully earned):

Taxes:

\$4.00 EMPA - Commercial

TRIA:

Status: REJECTED

TOTAL: \$160,004.00

Commission: 0%

Gross Commission: 5%

Minimum Earned Premium: 35%

Home State: FL

The State Surplus Lines Notice applies only if Insurance Carrier is shown as Non-Admitted in the Binder Information Section.

THIS INSURANCE IS ISSUED PURSUANT TO THE FLORIDA SURPLUS LINES LAW. PERSONS INSURED BY THE SURPLUS LINES CARRIERS DO NOT HAVE THE PROTECTION OF THE FLORIDA GUARANTY ACT TO THE EXTENT OF ANY RIGHT OF RECOVERY FOR THE OBLIGATION OF AN INSOLVENT UNLICENSED INSURER.

Albert Geraci
2400 E. Commercial Blvd., Ste. 728
Fort Lauderdale, FL 33308
P176271

Conditions/ Subjectivities: per Carrier terms attached

Please see attached company quote or binder for limits, terms, conditions and exclusions.

Please note:

- You are responsible for reviewing and explaining the coverage to the client, including any options, available or not from our office. The terms hereon are not fully described and no assumption should be made as to the adequacy of the coverage of the risk to the client.
- You are not an Agent of the insurer, and as such, cannot bind coverage nor make any commitments on behalf of the insurer, nor of us. This policy cannot be assigned to another without the written consent of the insurer or their Agent.
- This document is intended for use as evidence that the insurance, as described herein, has been effected and shall be subject to all terms and conditions of policy(ies) which will be issued and that in the event of any inconsistency herewith, the terms and provisions of such policy(ies) shall prevail.
- If this policy is issued on a non-admitted basis, your office is responsible for completing, collecting and delivery to RPS any required surplus lines forms, taxes and fees from the insured. RPS will remit the applicable taxes and forms to the state. If this policy is subject to the surplus lines laws in your state, you should make every effort to comply with any special provisions and regulations of your state.
- By binding you commit to any provisions contained hereon, such as Minimum Earned Premiums. There are no flat cancellations allowed.
- When requesting a policy change, addition, cancellation, endorsement, etc. you must provide every policy number/ coverage to which the request applies.
- You are responsible for the issuance and review of Certificates of Insurance (COI). COIs cannot amend or alter the terms provided herein.
- In the event of a claim please report immediately and visit the RPS Claims website: <https://my.rpsins.com/claimsfnol>
- All premiums and any fees are due to RPS within 20 days of binding unless otherwise stipulated. Accounts with payments that are overdue and are not received within this time frame are subject to cancellation.

If you have any questions, please feel free to call or email me. We look forward to our next opportunity to work with you.

Sincerely,

Wes Robinson

Risk Placement Services, Inc. - Atlanta

Phone: (770) 829-3341

Email:770-730-8410

TO:	Wes Robinson		
COMPANY:	RISK PLACEMENT SERVICES INC	DATE SENT:	05/01/2023
Policy #	D3739595A 012		
RE:	Indian River County Board of County Commissioners		
Thank you for binding the captioned account. Please read this revised binder carefully, as the limits, coverage, exclusions, and any other terms and conditions may vary from those you requested in your submission and/or from the expiring policy.			
Policy Term:	05/01/2023 - 05/01/2024		
Company:	Westchester Surplus Lines Insurance Company (Non-Admitted)		
Perils:	Risks of direct physical loss or damage including Flood, Earth Movement Sprinkler Leakage, Earth Movement with other exclusions per policy forms and as specified below		
Coverage:	Buildings, Personal Property, Business Income Including Extra Expense		
Limit of Liability:	\$1,000,000 Per Occurrence Part of \$10,000,000 Per Occurrence Per Schedule		
Sublimit(s) of Liability:	<p>Sublimits of Liability are the Sublimits of Liability for the Property Insurance Program. Westchester's participation in the Sublimits of Liability shown below is 10% of \$10,000,000 subject to the limitations, exclusions and conditions of this Policy</p> <p>\$1,000,000 Accounts Receivable \$2,500,000 Civil Authority (1 mile/30 days) \$1,000,000 Contingent Time Element (Named/Unnamed) \$5,000,000 Course of Construction \$10,000,000 Debris Removal or 25% whichever is less \$25,000,000 Earth Movement (Annual Aggregate Applies) \$6,000,000 Electronic Data Processing Equipment and Media \$2,500,000 Errors and Omissions \$2,500,000 Expediting Expense 180 Days Extended Period of Indemnity Extra Expense: Included with Time Element Coverage Gross Earnings including Extra Expense and Rental Value</p>		

	<p>\$500,000 Fine Arts \$25,000,000 Flood (Annual Aggregate Applies) \$10,000,000 Flood (Annual Aggregate Applies) -Locations Wholly Contained within Special Flood Hazard Areas (SFHA) \$2,000,000 Fungus, Wet Rot, Dry Rot and Bacteria (Annual Aggregate Applies) \$2,500,000 Ingress/Egress (1 mile/30 days) \$2,500,000 Miscellaneous Unnamed Locations \$25,000,000 Named Storm \$5,000,000 Newly Acquired or Constructed Property (90 days) Included Ordinance or Law Coverage A \$10,000,000 Ordinance or Law Coverage B \$10,000,000 Ordinance or Law Coverage C Not Covered Ordinary Payroll \$1,000,000 Property in Transit (Per Conveyance Per Occurrence) \$200,000 Soft Costs \$250,000 Spoilage \$2,500,000 Valuable Papers and Records \$5,000,000 Time Element Coverage Gross Earnings Including Extra Expense and Rental Value \$100,000 Limited Pollution (Annual Aggregate Applies) \$250,000 Fire Brigade Charges and Extinguishing Expense Not Covered Installation \$1,000,000 Professional Fees \$1,000,000 Off-site Storage \$250,000 Personal Property of Insured's Officers and Employees \$1,000,000 Service Interruption (Property Damage & Time Element subject to 24 Hour Waiting Period) \$500,000 Underground Property Not Covered Personal Property outside the USA \$500,000 Leasehold Interest \$10,000,000 Protection of Property \$1,000,000 Transit - Per Occurrence, Per Conveyance</p>
	<p>Sublimits of Liability are Per Occurrence unless otherwise indicated above.</p> <p>Sublimits of Liability are Included in the Limit of Liability and are not in addition to the Limit of Liability.</p> <p>Sublimits of Liability shown above are for summary purposes only and are subject to the terms and conditions of the policy forms.</p>

<p>Locations:</p>	<p>Most recent Schedule on file with Company totaling \$338,660,167</p>
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Territory:	USA and its Territories and Possessions		
Total Insurable Values:	\$338,660,167		
Coinsurance:	Property: NIL BI: NIL	Valuation:	Property: Replacement Cost BI: Actual Loss Sustained
Westchester Premium:	\$160,000	Excludes Terrorism	35% Minimum Earned Premium Subject to Hurricane Minimum Earned Premium Endorsement, whichever is greater.

Any applicable taxes, surcharges or countersignature fees etc. are in addition to the above stated premium. The actual taxes, surcharges or fees, etc. will be those in effect on the date coverage is bound. The insured is responsible for paying these taxes, surcharges or fees in addition to the above stated premium.

Please be advised that you are expected to comply with all state law requirements and your office is responsible for making State Surplus Filings and remitting the applicable Surplus Lines taxes.

Deductibles:

DEDUCTIBLE: Each claim for loss or damage under this Policy shall be subject to a per Occurrence deductible amount of \$ 100,000, unless a specific deductible shown below applies:

1. Flood:

a. \$100,000 Per Occurrence, except as follows in Subparagraph G.1.b.:

b. 5% of the value per Unit of Insurance reported on the latest statement of values, subject to a minimum of \$100,000 any one Occurrence for Locations partially within Special Flood Hazard Areas (SFHA), areas of 100-year flooding as defined by the Federal Emergency Management Agency (FEMA).The deductible(s) shall only apply to those Units of Insurance involved in loss, damage or destruction and for which a claim is being made. However, the deductible(s) shall not apply to loss or damage by fire, explosion or leakage from fire protective equipment. In such case the deductible of \$100,000 shall apply.

In the event that the Insured maintains underlying insurance through the National Flood Insurance Program, it is agreed that this policy excludes the peril of Flood to the extent of recovery under such National Flood Insurance policy(s). Should the amount of loss payable under such National Flood Insurance policy(s) exceed the applicable Flood

deductible under this policy, then no Flood deductible shall apply hereunder. However, if the amount to be paid under such National Flood Insurance policy(s) is less than the applicable Flood deductible under this policy, then the amount to be deducted hereunder shall not exceed the difference between the amount to be paid under the Insured's National Flood Insurance policy and the applicable Flood deductible under this policy. Insurance maintained through the National Flood Insurance Program shall be considered Underlying Insurance.

2. Earth Movement:

a. \$ 100,000 Per Occurrence, except as follows in Subparagraph G.2.b, G.2.c., or G.2.d.:

b. NOT COVERED% of Total Insurable Values at the time of the loss at each Location involved in the loss or damage, subject to a minimum of \$ NOT COVERED any one Occurrence as respects Locations in California, Hawaii, Alaska, and Puerto Rico;

c. NOT COVERED % of Total Insurable Values at the time of the loss at each Location involved in the loss or damage, subject to a minimum of \$ NOT COVERED any one Occurrence as respects Locations in the Pacific Northwest Earthquake Zone Counties (See Section VIII – Policy Definitions, Subparagraph E.1.);

d. NOT COVERED % of Total Insurable Values at the time of the loss at each Location involved in the loss or damage, subject to a minimum of \$ NOT COVERED any one Occurrence as respects Locations in the New Madrid Earthquake Zone Counties (See Section VIII – Policy Definitions, Subparagraph E.2.

3. Windstorm or Hail:

a. \$ 100,000 Per Occurrence except as follows in Subparagraph G.3.b.:

b. 5% of the value Per Unit of Insurance as reported on the latest statement of values involved in the loss or damage arising out of a Named Storm, regardless of the number of Coverages, Locations or Perils involved (including, but not limited to, all Flood ensuing from Named Storm, wind, wind gusts, Storm Surge, tornados, cyclones, hail, or rain) and subject to a minimum deductible of \$100,000 any one Occurrence. The deductible(s) shall only apply to those Units of Insurance involved in loss, damage or destruction and for which a claim is being made.

However, the deductible(s) shall not apply to loss or damage by fire,

	<p>explosion or leakage from fire protective equipment. In such case the deductible of \$100,000 shall apply.</p> <p>4. Time Element: 24 Hour qualifying period</p> <p>For the purposes of these deductibles, the following shall be considered a separate Unit of Insurance:</p> <ul style="list-style-type: none"> a. each separate building or structure b. the contents of each separate building or structure c. Personal Property in the open at each separate location d. Time element arising from each affected building or structure e. All other covered items 																						
<p>Commission:</p>	<p>5.00%</p>																						
<p>Policy Forms:</p>	<p>Indian River County Board of County Commissioners Property Manuscript Form (per expiring) received on 04/28/2023 with other exclusions and conditions as specified in the binder governs.</p> <table border="0"> <tr> <td>SLPD-PA (04/18)</td> <td>Surplus Lines Declarations</td> </tr> <tr> <td>BB-5W58a -PA (05/21)</td> <td>Common Policy Declarations</td> </tr> <tr> <td>ACE0210 (01/08)</td> <td>Nuclear, Biological, Chemical, Radiological Exclusion Endorsement</td> </tr> <tr> <td>ACE061 (08/18)</td> <td>Asbestos Material Exclusion (Named Peril Exception)</td> </tr> <tr> <td>ACE0668 (01/15)</td> <td>Claims Adjustment</td> </tr> <tr> <td>ACE0934 (05/22)</td> <td>Additional Policy Conditions Endorsement</td> </tr> <tr> <td>ACE0991 (02/21)</td> <td>Hurricane Minimum Earned Premium Endorsement (Policy Cancellation)</td> </tr> <tr> <td>ACE100 (12/14)</td> <td>Pollution Exclusion And Pollutant CleanUp And Removal Coverage Extension Endorsement</td> </tr> <tr> <td>ACE1022 (03/21)</td> <td>First Named Insured Conditions Endorsement</td> </tr> <tr> <td>ACE1037 (08/21)</td> <td>Appraisal Clause</td> </tr> <tr> <td>ACE126 (10/14)</td> <td>Electronic Data Amendment Endorsement</td> </tr> </table>	SLPD-PA (04/18)	Surplus Lines Declarations	BB-5W58a -PA (05/21)	Common Policy Declarations	ACE0210 (01/08)	Nuclear, Biological, Chemical, Radiological Exclusion Endorsement	ACE061 (08/18)	Asbestos Material Exclusion (Named Peril Exception)	ACE0668 (01/15)	Claims Adjustment	ACE0934 (05/22)	Additional Policy Conditions Endorsement	ACE0991 (02/21)	Hurricane Minimum Earned Premium Endorsement (Policy Cancellation)	ACE100 (12/14)	Pollution Exclusion And Pollutant CleanUp And Removal Coverage Extension Endorsement	ACE1022 (03/21)	First Named Insured Conditions Endorsement	ACE1037 (08/21)	Appraisal Clause	ACE126 (10/14)	Electronic Data Amendment Endorsement
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	<p>AGP-53329a (04/20) Exclusion Of Loss Due To Virus, Bacteria or Microorganism That Induce Physical Distress, Illness Or Disease</p> <p>ALL-10750 (01/15) Terrorism Exclusion Endorsement</p> <p>SL-44730a (01/16) Service Of Suit Endorsement - Florida</p> <p>TRIA24a (08/20) Policyholder Disclosure Notice of Terrorism Insurance Coverage</p> <p>TBD Indian River County Board of County Commissioners Property Manuscript Form</p> <p>ACE0745 (03/21) Certificate Of Insurance - Automatic Additional Insured And Loss Payee Endorsement</p> <p>MA-608255p (04/15) Claims Directory Property and Inland Marine</p> <p>ALL-20887 (10/06) CHUBB Producer Compensation Practices & Policies</p> <p>ALL-21101 (11/06) Trade or Economic Sanctions Endorsement</p> <p>ALL-5X45 (11/96) Questions About Your Insurance</p> <p>IL P 001 01 04 U.S. Treasury Departments' Office of Foreign Assets Control ("OFAC") Advisory Notice to Policyholders</p> <p>LD-5S23k (03/21) Signature Endorsement</p>
Cancellation:	90 days except 10 days for non-payment of premium or as required by the state of domicile
Policy Conditions:	<p>The following conditions will apply to the policy:</p> <p>The Company reserves the right to substitute and/or engage its own adjusters, investigators and experts at its sole discretion and expense:</p> <p>Stephen Kozin, Vericclaim</p> <p>Additional Items :</p> <ul style="list-style-type: none"> • Quarterly Reporting/Annual Adjustment applies subject to 2.5% SwingClause • Coverage for Beaches/Engineered Beaches is excluded • Coverage for Docks, Piers and Wharves is excluded • Vacancy Clause shall not apply to buildings identified as vacant per Statement of Values on file with Company

<p>Mandatory Exclusions and Amendments:</p>	<p>All Policy form exclusions including the following Westchester exclusions:</p> <p>Asbestos Material, Pollution & Contamination, Electronic Data/Cyber Risk, Nuclear Biological and Chemical and Radiological Exposures, Exclusion of Loss Due to Virus, Bacteria or Microorganism That Induce Physical Distress, Illness or Disease.</p> <p>Locations not covered for Earth Movement: California Earth Movement, Alaska Earth Movement, Hawaii Earth Movement, New Madrid Earth Movement, Pacific Northwest</p>
<p>Remarks:</p>	<p>Subject to review and acceptance of final manuscript form</p> <p>The terms, conditions, limits and exclusions of this binder supersede the submitted information and specifications submitted to us for consideration, and all prior binders.</p> <p>Actual coverage will be determined by and in accordance with the policy as issued by the insurer.</p> <p>The insurer is not bound by any statements made in the submission purporting to bind the insurer unless such statement is in the actual policy.</p> <p>This binder has been constructed in reliance on the information and specifications provided in the submission. A material change or misrepresentation of the submission information and specifications may void this binder.</p> <p>Please be advised that we do not review Certificates of Insurance or Evidences of Commercial Property Insurance issued by you, or by any party, relating to this policy of insurance either for content or accuracy. Accordingly, we request that you do not provide copies of certificates or evidences to us for review or for our records. It is your responsibility to see that any Certificate or Evidence provides an accurate representation of the coverage form and endorsements applicable to this policy at the time the Certificates or Evidences is issued. Certificates of Insurance or Evidence of Commercial Property Insurance may only be issued as a matter of information. You have no authority by virtue of a Certificate, Evidence, or otherwise, to amend, extend or otherwise alter coverage afforded under this policy. Certificates of Insurance or Evidences of Commercial Property Insurance are never recognized as endorsements or policy change requests. You must submit a separate written request if an endorsement or policy change (including but not limited to adding additional insureds, loss payees and mortgagees and/or alteration of notice requirements for cancellation) is requested. In the event a policy change is requested, the underwriter will advise if the request is acceptable to the Company.</p>

PLEASE NOTE THAT FOR POLICIES EFFECTIVE JULY 21, 2011 AND SUBSEQUENT, WE REQUIRE THE PRODUCER TO PROVIDE THE HOME STATE AS DEFINED IN THE NONADMITTED AND REINSURANCE REFORM ACT (NRRA) UPON BINDING OF THIS PLACEMENT

Attached please find a Disclosure Notice required by the Terrorism Risk Insurance Program Reauthorization Act (TRIPRA).

TERRORISM EXCLUSION ENDORSEMENT

Named Insured Indian River County Board of County Commissioners			Endorsement Number
Policy Symbol FS	Policy Number D3739595A 012	Policy Period 05/01/2023 to 05/01/2024	Effective Date of Endorsement
Issued By (Name of Insurance Company) Westchester Surplus Lines Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

**BOILER AND MACHINERY COVERAGE PART
BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE FORM
COMMERCIAL PROPERTY COVERAGE PART
STANDARD PROPERTY POLICY**

The following exclusion is added to this policy and applies to all coverages, additional coverages, and coverage extensions, notwithstanding any provision to the contrary in this policy or any other endorsement hereto:

- A. This insurance does not cover loss, damage, injury, expense, cost, or legal obligation directly or indirectly caused by or resulting from any of the following, regardless of any other cause or event, whether or not insured under this policy, contributing concurrently or in any other sequence thereto:
1. "Act of Terrorism"; or
 2. Actions taken by or on behalf of any government or any branch or division thereof (including, without limitation, the uniformed armed forces, militia, police, state security, and anti-terrorism agencies) in responding to, preventing, combating, defending or retaliating against any "Act of Terrorism"; or
 3. dispersal, application, or release of any actual or alleged pathogen, poison, biologic or chemical product, material, waste or substance as a result of an Act of Terrorism, and it reasonably appears that one purpose of the Act of Terrorism was to release such product, material, waste or substance.

This exclusion applies whether or not the "Act of Terrorism" was committed in concert with or on behalf of any organization or government.

The terms and limitations of this exclusion do not serve to create coverage for any loss which would otherwise be excluded under this Policy, such as, but not limited to, losses excluded by the "Nuclear Exclusion" or the "War Exclusion" or similar provision.

B. As used in this endorsement:

1. "Act of Terrorism" means any act against persons, organizations or property of any nature that involves the following or preparation for the following:
 - a. Use or threat of force or violence; or
 - b. Commission or threat of a dangerous act; or

- c. Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and
2. Appears to be intended, in whole or in part, to:
- a. Intimidate or coerce a government or the civilian population; or
 - b. Disrupt any segment of a nation's economy; or
 - c. Influence the policy of a government by intimidation or coercion; or
 - d. Affect the conduct of a government by mass destruction, assassination, kidnapping or hostage-taking; or
 - e. Further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology; or
 - f. Respond to governmental action or policy.

"Act of Terrorism" shall also include any incident determined to be such by an official, department or agency that has been specifically authorized by federal statute to make such a determination.

C. Exception Covering Certain Fire Losses

If an Act of Terrorism results in a fire and the direct physical loss or damage to property insured hereunder located in any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, the Commonwealth of the Northern Mariana Islands, American Samoa, Guam, each of the United States Virgin Islands and any territory or possession of the United States, that, either pursuant to the Standard Fire Policy or otherwise, prohibits exclusions for acts of terrorism that result in fire, this Company will pay for the loss or damage caused by that fire. Such coverage for fire applies only to direct loss or damage to property insured hereunder and may be limited, in accordance with the Standard Fire Policy, to the lesser of the actual cash value of the property at the time of the loss or the amount which it would cost to repair or replace the property, without allowance for any increased cost of repair or replacement by reason of any ordinance or law, and without any compensation for business interruption, extra expense to continue business activities, or any other coverage for loss or damage other than direct physical loss or damage to the property insured hereunder.

All other terms and conditions remain unchanged.



Westchester Surplus Lines Insurance Company

Insurance Company

Indian River County Board of County Commissioners

Policyholder

D3739595A 012

Policy Number

RISK PLACEMENT SERVICES INC

Broker/Producer

POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

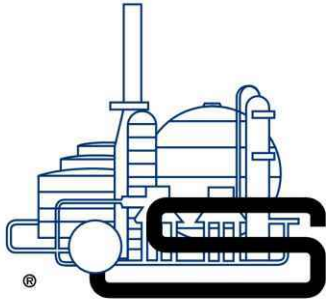
You were notified that under the Terrorism Risk Insurance Act, as amended, you have a right to purchase insurance coverage for losses resulting from acts of terrorism. *As defined in Section 102(1) of the Act:* The term "act of terrorism" means any act or acts that are certified by the Secretary of the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

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY YOUR POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 80% OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM THAT WOULD BE CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

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

You elected **NOT** to purchase terrorism coverage under the Act at the price indicated. ACCORDINGLY, WE WILL **NOT** PROVIDE THIS COVERAGE AND YOU DO NOT OWE THE ADDITIONAL PREMIUM FOR THAT COVERAGE INDICATED BELOW.

Terrorism coverage described by the Act under your policy was made available to you for additional premium in the amount of \$16,000, however you elected to decline such coverage.



STARR TECHNICAL RISKS

A Division within Starr Companies

Name: Michael C. LeDuc
Title: Vice President/Regional Manager
Phone: 404-720-7368

3353 Peachtree Road, NE, Suite 1000
Atlanta, GA 30326

BINDER

NAMED INSURED: INDIAN RIVER COUNTY BOCC

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Insurance applies only to those perils and/or coverages named and is subject to the terms and conditions of the Policy (ies) normally issued for the indicated perils and/or coverages.

POLICY NUMBER: 23SSLDOAD306591

MAILING ADDRESS OF INSURED: 1800 27th St.
Vero Beach, FL 32960

DESCRIPTION AND LOCATION OF PROPERTY INSURED: As per Utilities SOV as of 1.24.23.xlsx on file (e-mailed 1/27/23)

VALUES:

Building:	\$214,976,206
Contents:	\$ 43,152,699
Business Income:	\$ 1,000,000
Total Insured Values:	\$259,128,905

TERRITORY: United States of America

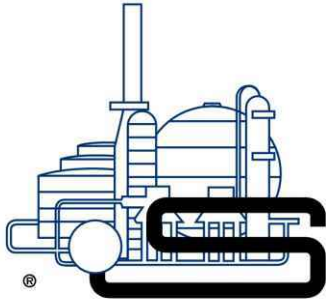
POLICY TERM: Effective: May 1, 2023, at 12:01 A.M.
Expiration: May 1, 2024, at 12:01 A.M.

FORM: Per the expiring Starr Tech Benchmark policy form (#EUTN18655196) plus endorsements listed under Additional Terms and Conditions

COVERAGE: All Risks of direct physical loss or damage, covering Property Damage, Boiler & Machinery and including Business Interruption and Extra Expense coverages.

POLICY LIMIT OF LIABILITY: \$60,000,000 any one occurrence.

STARR TECH PARTICIPATION: 100%



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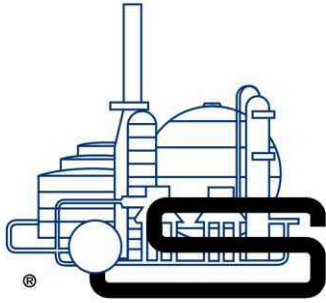
NAMED INSURED: INDIAN RIVER COUNTY BOCC

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VALUATION: This company's liability for loss under this policy for real and personal property (excluding stock) shall not exceed the smallest of the following amounts:

1. The amount of this policy.
2. The replacement cost of property or any part thereof, identical with property described herein, at the same location and intended for the same occupancy and use;
3. The amount actually and necessarily expended in repairing or replacing the property described herein, or any part thereof, at the same location, or another location, and intended for the same occupancy and use.
4. Actual Cash Value if the property is not repaired or replaced within 2 years.

Time Element Coverages: Actual Loss Sustained.



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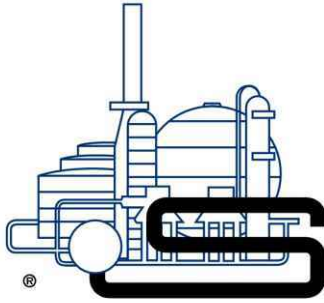
NAMED INSURED: INDIAN RIVER COUNTY BOCC

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SUBLIMITS: Sublimits are per occurrence unless shown otherwise.

The sublimits below are part of and not in addition to the Policy Limit of Liability.
Sublimits are 100% and are subject to Starr Tech percentage participation.

EARTHQUAKE/EARTH MOVEMENT:	\$25,000,000 Annual Aggregate, except	
CALIFORNIA EARTHQUAKE		
/EARTH MOVEMENT:	NO COVERAGE	
FLOOD (including Storm Surge):	\$10,000,000 Annual Aggregate, except	
FLOOD (Zones A & V and all subzones		
including Storm Surge):	\$1,000,000 Annual Aggregate	
NAMED WINDSTORM:	\$20,000,000	
ACCOUNTS RECEIVABLE:	\$250,000	
AUTOMATIC COVERAGE:	\$2,000,000	90 DAYS REPORTING PERIOD
BUSINESS INTERRUPTION/EXTRA EXPENSE:	\$1,000,000	Combined (Subject to 40/80/100% basis for Extra Expense)
CONTRACTOR'S EQUIPMENT:	\$500,000	
CIVIL OR MILITARY AUTHORITY:	30 Days	
COURSE OF CONSTRUCTION:	\$1,000,000	
DEBRIS REMOVAL:	\$1,000,000 or 25% of the loss, whichever is greater	
EDP EQUIPMENT & MEDIA:	\$500,000	
ERRORS & OMISSIONS:	\$250,000	
EXPEDITING EXPENSE:	\$100,000	
FINE ARTS:	\$50,000	
FIRE DEPARTMENT CHARGES:	\$50,000	
INCREASED COST OF CONSTRUCTION,		
DEMOLITION:	\$1,000,000	
INGRESS/EGRESS:	30 Days	Within 1 statute mile
LEASED/RENTED EQUIPMENT:	\$100,000	
LEASEHOLD INTEREST:	\$100,000	
OFF PREMISES POWER (PD only):	\$100,000	
POLLUTION REAL & PERSONAL AND		
BUSINESS INTERRUPTION (Combined):	\$50,000 – Annual Aggregate	
PRESERVATION OF PROPERTY:	\$250,000	
PROFESSIONAL FEES:	\$100,000	
TRANSIT:	\$250,000	
UNNAMED LOCATIONS:	\$100,000	Personal Property only
VALUABLE PAPERS:	\$100,000	



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NAMED INSURED: INDIAN RIVER COUNTY BOCC

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BOILER & MACHINERY ENDORSEMENT

BOILER & MACHINERY SUBLIMIT OF LIABILITY	\$25,000,000 (any One accident)
AMMONIA CONTAMINATION (B&M):	\$500,000 (any One accident)
CONSEQUENTIAL DAMAGE (B&M):	\$500,000 (any One accident)
EXPEDITING EXPENSES (B&M):	\$100,000 (any One accident)
BUSINESS INTERRUPTION/ EXTRA EXPENSE (B&M):	\$1,000,000 (any One accident)
HAZARDOUS SUBSTANCES (B&M):	\$500,000 (any One accident)
OFF PREMISES POWER (PD only):	\$100,000 (any One accident)
WATER DAMAGE (B&M):	\$500,000 (any One accident)

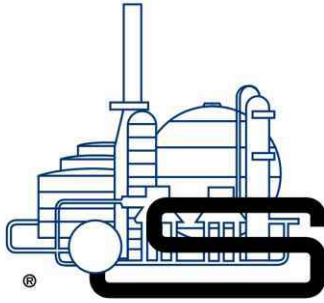
DEDUCTIBLES: All deductibles listed below are per occurrence except with respect to coverage provided under the Boiler & Machinery Endorsement (if provided) which shall be any One Accident.

<u>PROPERTY DAMAGE:</u>	\$100,000, except
EARTHQUAKE/EARTH MOVEMENT:	\$100,000
FLOOD (Zones A & V and all subzones including Storm Surge):	5% of the Property Damage Total Insured Value of the location(s) involved in the Occurrence, subject to a minimum of \$250,000
WIND (NAMED WINDSTORM):	5% of the Property Damage Total Insured Value of the location(s) involved in the Occurrence, subject to a minimum of \$250,000

TIME ELEMENT (INCLUDING BUT NOT LIMITED TO):

BUSINESS INTERRUPTION:	120 HOURS
EXTRA EXPENSE:	120 HOURS

As respects real and personal property, all claims for loss, damage or expense arising out of any one occurrence shall be adjusted as one claim and from the amount of each such adjusted claim there shall be deducted the sum stated on the Declarations Page. Deductibles for Property Damage and Time Element shall be applied separately.



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TERRORISM

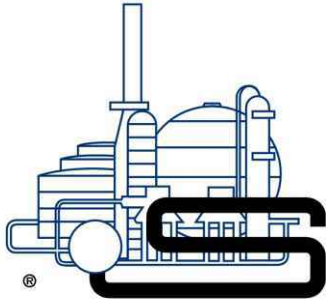
As respects Acts of Terrorism as defined by the Terrorism Risk Insurance Act of 2002, as amended, the Insured has the option to exclude this coverage. To exclude coverage the Insured must affirmatively opt out of the coverage by signing the attached Policyholder Disclosure Statement prior to binding. If the Insured elects to exclude coverage, then the attached Terrorism Exclusion (Form #61330 – 01/15) shall be endorsed on to the Policy.

We also offer a coverage option for Acts of Terrorism not Certified under the Terrorism Risk Insurance Act, as amended. If the Insured chooses to exclude this coverage, then the attached Terrorism Exclusions (Form #61331 or 61332 – 01/15) shall be endorsed to the Policy. To exclude coverage, the Insured must affirmatively opt out of the coverage by signing one of the attached letters A or B.

In all cases, Terrorism coverage outside of the United States is excluded. (Endorsement NMA 2918)

The table below can be used to determine the endorsements and documentation that are needed to effect coverage desired by the Insured.

Certified Terrorism Coverage (TRIA)	Non-Certified Terrorism Coverage	Applicable Terrorism Exclusion	Letter Required From Insured
purchased	rejected	61332 & 61333	Policyholder Disclosure Statement and Letter B
purchased	purchased	61333	Policyholder Disclosure Statement
rejected	purchased	61330	Policyholder Disclosure Statement
rejected	rejected	61330 and 61331	Policyholder Disclosure Statement and Letter A



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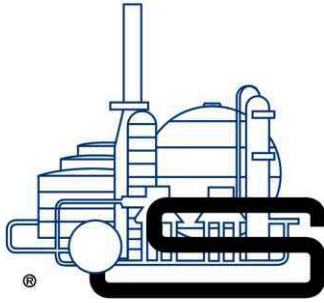
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NAMED INSURED: INDIAN RIVER COUNTY BOCC

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ADDITIONAL TERMS AND CONDITIONS:

1. Coverages and/or Extensions of Coverage not specifically mentioned, even though they may be outlined in your submission, are not included.
2. 72 Hour Occurrence Definition applies to Wind, Flood, Earthquake and Riot.
3. Transmission and Distribution lines, line transformers, towers and poles, equipment or apparatus connected therewith located beyond 1,000 feet of any insured premises are excluded.
4. Concrete reservoirs and underground pipes and pipelines are covered at Locations covered by this policy.
5. Flood coverage and deductibles to apply excess of the National Flood Insurance Program (NFIP) limits, if available, whether purchased or not.
6. **Signed Statement of Property Values to be provided within 30 days of effective date.**
7. **Premium to be paid in full within 30 days of inception.**
8. **Engineering Property loss prevention inspections to be provided at West WWTP, South County RO Plant and North County RO Plant for an additional engineering fee of \$10,000, net of commission.**
9. The following Endorsements/Additional Endorsements will attach to and form part of the policy:
 - Policy Declarations
 - Common Policy Conditions
 - Commercial Property Conditions
 - OFAC Endorsement
 - ST-AR-100 Declarations
 - ST-AR-200 General Conditions
 - ST-AR-300 Property
 - Accounts Receivable
 - Authorities Endorsement
 - Automatic Coverage Endorsement
 - Biological or Nuclear Exclusion Endorsement
 - Boiler & Machinery Endorsement
 - Combined Business Interruption and Extra Expense Insurance Endorsement
 - Contractor's Equipment Endorsement
 - Course of Construction Endorsement
 - Designated Region or Country Exclusion
 - Earthquake Endorsement
 - Earthquake Exclusion – California Only
 - Electronic Data/Media Exclusion



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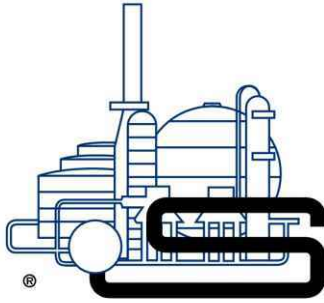
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NAMED INSURED: INDIAN RIVER COUNTY BOCC

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ADDITIONAL TERMS AND CONDITIONS (continued):

- Electronic Data Processing Media Endorsement
- Errors and Omissions Endorsement
- Exclusion of Loss Due to Virus, Bacteria or Microorganism That Induce Physical Distress, Illness or Disease
- Expediting Expenses Endorsement
- Fine Arts Endorsement
- Flood Endorsement
- Increased Cost of Construction & Demolition Endorsement
- Ingress/Egress Endorsement
- Leasehold Interest Endorsement
- Millennium Endorsement
- Mold Exclusion Endorsement
- Named Windstorm Definition
- Occurrence Limit of Liability Endorsement
- Off Premises Foam and Fire Fighting Expense Endorsement
- Off Premises Power Endorsement (PD only)
- Political Risk Exclusion Endorsement
- Professional Fees Endorsement
- Property Excluded Endorsement
- Property of Employees Coverage Endorsement
- Replacement Cost Endorsement
- Service of Process Clause
- Time Element Definition
- Terrorism Exclusion Endorsements
- Trade or Economic Sanctions Endorsement
- Transit Endorsement
- Unnamed Locations Endorsement (Personal Property only)
- Valuable Papers and Records Endorsement
- Bridge Wording Endorsement
- Policyholder – State Notices
- Claims Notification



STARR TECHNICAL RISKS

A Division within Starr Companies

Name: Michael C. LeDuc
Title: Vice President/Regional Manager
Phone: 404-720-7368

3353 Peachtree Road, NE, Suite 1000
Atlanta, GA 30326

BINDER

NAMED INSURED: INDIAN RIVER COUNTY BOCC

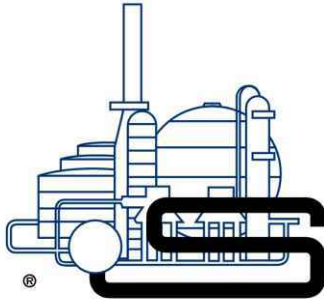
Page 8 of 17

10. Receipt of the completed and signed Surplus Lines Tax Filing Confirmation form warranting that the broker/agent will accept full responsibility for compliance of the Surplus Lines laws and the collection and remittance of the applicable surplus lines tax and/or stamping fees on 100% of the premium, must be received within 10 days of binding. If the Surplus Lines Filing Confirmation form is not received within 10 days, we reserve the right to cancel the binder and/or any policy issued in connection with the binder.
11. Broker will provide licensing information which will be verified prior to binding. No policies will be bound with a business entity or broker whose license is 1) not current and 2) has not been confirmed.
12. Any taxes imposed by virtue of this policy being written by an unauthorized insurer are the responsibility of the insured and a licensed producer.

*******SURPLUS LINES NOTICE *******

The coverage as stated above is being bound on a surplus lines-non admitted basis. As a condition of binding the above coverage, the broker/agent warrants the following:

- 1) The broker/agent holds the surplus lines license in the state where coverage will be provided to the Insured, and accepts the full obligation to comply with each state's surplus lines laws and regulations in conjunction with this transaction.
- 2) The broker/agent accepts full responsibility for compliance, including but not limited to, the filing of the surplus lines affidavit (as per the state's requirements), and the collection and remittance of the surplus lines tax and any applicable stamping fee on 100% of the premium of this policy. The broker/agent's acceptance of these requirements is to be confirmed by completing, signing and dating the attached Surplus Lines Filings Confirmation form.



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BINDER

NAMED INSURED: INDIAN RIVER COUNTY BOCC

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STARR TECH PREMIUM: \$863,418 (excluding Acts of Terrorism)

**STARR TECH LOSS CONTROL
ENGINEERING INSPECTION FEE:** \$10,000 (exclusive of commission)

Wire Transfers	Regular Mail	Overnight Mail
Chase Manhattan Bank Brooklyn, NY 11245 ABA #: 021-000-021 Account #: 739-388-428 Phone #: 1-631-755-5159 Frances Ruke Account: Starr Tech Division, Starr Underwriting Agency, Inc. Swift Code: CHASUS33	Starr Tech Division, Starr Underwriting Agency, Inc. P.O. Box 730338 Dallas, TX 75373-0338	JP Morgan Chase Bank Attn: Starr Tech Division, Starr Underwriting Agency, Inc. Box 730338 14800 Frye Road, TX1-0029 Fort Worth, TX 76155

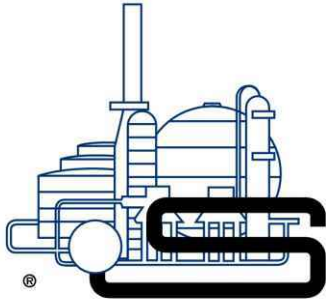
SECURITY: Starr Surplus Lines Insurance Company

CANCELLATION: 90 days except 10 days for nonpayment of premium.

PRODUCER & ADDRESS: Arthur J. Gallagher & Company
200 S. Orange Ave., Suite 750
Orlando, FL 32801
FEIN: 362102482

Attn: Mr. Chris Connelly

COMMISSION: 0%, net of commission



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NAMED INSURED: INDIAN RIVER COUNTY BOCC

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POLICYHOLDER DISCLOSURE STATEMENT UNDER TERRORISM RISK INSURANCE ACT, AS AMENDED

You are hereby notified that under the federal Terrorism Risk Insurance Act of 2002, as amended (the "Act"), you now have a right to purchase insurance coverage for losses arising out of an Act of Terrorism, which is defined in the Act as an act certified by the Secretary of the Treasury in consultation with the Secretary of Homeland Security and the Attorney General of the United States (i) to be an act of terrorism, (ii) to be a violent act or an act that is dangerous to (A) human life; (B) property or (C) infrastructure, (iii) to have resulted in damage within the United States, or outside of the United States in case of an air carrier or vessel or the premises of a U.S. mission and (iv) to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. You should read the Act for the definition of an "Act of Terrorism" and other terms of the Act. The Secretary's decision to certify or not to certify an event as an Act of Terrorism and thus encompassed by this law is final and not subject to review. Coverage is subject to all policy exclusions (including nuclear hazard and war exclusions) and other policy provisions.

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

For your information, coverage provided by this policy for losses caused by an Act of Terrorism may be partially reimbursed by the United States under a formula established by the Act. Under this formula, the United States pays an 80% share of terrorism losses covered by this law exceeding a statutorily established deductible that must be met by the insurer. This deductible is based on a percentage of the insurer's direct earned premiums for the year preceding the Act of Terrorism.

Unless you reject coverage under the Act by so indicating below and returning this Policyholder Disclosure statement to us, you will have accepted Terrorism coverage under the Act at a premium of **\$15,976** for a limit of **\$60,000,000** part of **\$60,000,000**.

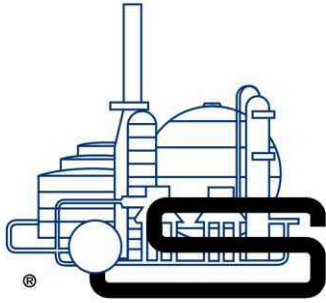
Please indicate your selection below.

- I hereby elect to purchase coverage in accordance with the Act.
- I hereby reject coverage and accept the exclusion in accordance with the Act.

Signature of Insured

Date:

Print Name/Title



STARR TECHNICAL RISKS
A Division within Starr Companies

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Phone: 404-720-7368

3353 Peachtree Road, NE, Suite 1000
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BINDER

NAMED INSURED: INDIAN RIVER COUNTY BOCC

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Letter A

April 28, 2023

Indian River County BOCC
1800 27th St.
Vero Beach, FL 32960

Attn: Risk Manager

RE: Commercial Property Insurance Coverage

The Terrorism Risk Insurance Act, as amended ("the Act"), applies to certain Acts of Terrorism committed by an individual or individuals. For a complete definition please review the Act and subsequent amendments.

You provided us with a form stating that we offered you terrorism coverage under the Act, and that you rejected our offer. We also offered, but you rejected, coverage for Acts of Terrorism that are not covered by the Act.

You acknowledge that:

1. Starr Tech¹, acting on behalf of Starr Surplus Lines Insurance Company, made available to you insurance coverage for Acts of Terrorism as defined in the Act, as well as acts of terrorism not covered by the Act;
2. In exchange for a reduction in premium, you requested that Starr Tech¹ exclude coverage for Acts of Terrorism as defined in the Act, as well as for acts of terrorism not covered by the Act;
3. The enclosed endorsements excluding terrorism coverage will be made part of your policy.

Please sign below to indicate your understanding and acceptance of these terms.

Sincerely,

Michael C. LeDuc
Vice President/Regional Manager

Signature of Insured

Title: _____

CC: Arthur J. Gallagher & Company

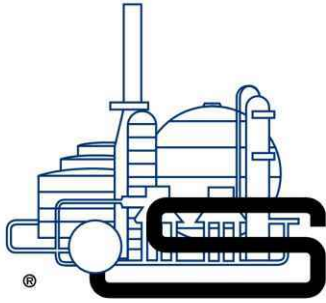
Company: _____

Enc: Terrorism Exclusion Endorsements

Date: _____

1/2015

¹ Starr Technical Risks or Starr Tech is a marketing name used by Starr Underwriting Agency, Inc., which is doing business as Starr Services Insurance Agency, Inc. in California (CA license number: 0D73884) and Starr Insurance Agency, Inc. in Nevada and Utah.



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NAMED INSURED: INDIAN RIVER COUNTY BOCC

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TERRORISM EXCLUSION
(FOR CERTIFIED ACTS OF TERRORISM UNDER THE TERRORISM RISK INSURANCE ACT, AS AMENDED)

This Policy excludes loss, damage, cost or expense, arising directly or indirectly as a result of a "certified act of terrorism" as defined by the Terrorism Risk Insurance Act of 2002, as amended ("the Act"), and any revisions or amendments thereto, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

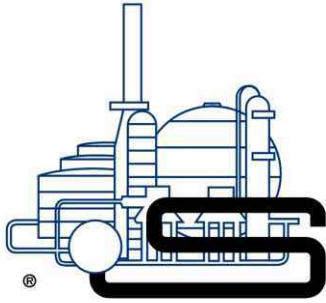
For purposes of this endorsement and in compliance with the Act, "certified act of terrorism" shall mean an act that is certified by the Secretary of the Treasury in consultation with the Secretary of Homeland Security and the Attorney General of the United States, to be an act of terrorism pursuant to the Act. The criteria contained in that Act for a "certified act of terrorism" include the following:

1. The act resulted in aggregate losses in excess of \$5 million; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is 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.

However, if an act of terrorism results in a fire and the direct physical loss or damage to property insured hereunder located in any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, the Commonwealth of the Northern Mariana Islands, American Samoa, Guam, each of the United States Virgin Islands and any territory or possession of the United States, that, either pursuant to the Standard Fire Policy or otherwise, prohibits exclusions for acts of terrorism that result in fire, this Company will pay for the loss or damage caused by that fire. Such coverage for fire applies only to direct loss or damage to property insured hereunder and may be limited, in accordance with the Standard Fire Policy to the lesser of the actual cash value of the property at the time of the loss, or the amount which it would cost to repair or replace the property, without allowance for any increased cost of repair or replacement by reason of any ordinance or law, and without any compensation for business interruption, extra expense to continue business activities, or any other coverage for loss or damage other than direct physical loss or damage to the property insured hereunder.

With respect to fire resulting from any one or more acts of terrorism, this Company will not pay any amounts for which this Company is not responsible under the terms of the Act (including subsequent Congressional action pursuant to the Act) due to the application of Section 103 of the Act or any clause that results in a cap on our liability for payments for terrorism losses.

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



STARR TECHNICAL RISKS

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BINDER

NAMED INSURED: INDIAN RIVER COUNTY BOCC

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TOTAL TERRORISM EXCLUSION

This Endorsement only applies in the United States of America and its Territories and Possessions.

Notwithstanding any provision to the contrary within this Policy or any endorsement thereto, it is agreed that this Policy 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.

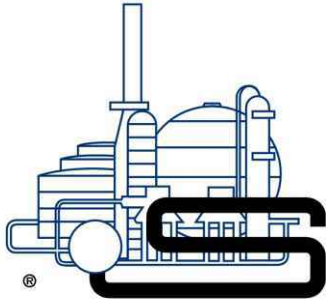
For the purpose of this endorsement, an “act of terrorism” means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed 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 of terrorism.

However, if an act of terrorism results in a fire and the direct physical loss or damage to property insured hereunder located in any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, the Commonwealth of the Northern Mariana Islands, American Samoa, Guam, each of the United States Virgin Islands and any territory or possession of the United States, that, either pursuant to the Standard Fire Policy or otherwise, prohibits exclusions for acts of terrorism that result in fire, this Company will pay for the loss or damage caused by that fire. Such coverage for fire applies only to direct loss or damage to property insured hereunder and may be limited, in accordance with the Standard Fire Policy to the lesser of the actual cash value of the property at the time of the loss, or the amount which it would cost to repair or replace the property, without allowance for any increased cost of repair or replacement by reason of any ordinance or law, and without any compensation for business interruption, extra expense to continue business activities, or any other coverage for loss or damage other than direct physical loss or damage to the property insured hereunder.

With respect to fire resulting from any one or more “certified acts of terrorism” as defined under the Federal Terrorism Risk Insurance Act of 2002, as amended (“the Act”), this Company will not pay any amounts for which this Company is not responsible under the terms of the Act (including subsequent Congressional action pursuant to the Act) due to the application of Section 103 of the Act or any clause that results in a cap on our liability for payments for terrorism losses.

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



TARR TECHNICAL RISKS
A Division within Starr Companies

Name: Michael C. LeDuc
Title: Vice President/Regional Manager
Phone: 404-720-7368

3353 Peachtree Road, NE, Suite 1000
Atlanta, GA 30326

BINDER


NAMED INSURED: INDIAN RIVER COUNTY BOCC

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The Insurance Company (Security) named below, represented by Starr Technical Risks¹, each for itself, severally but not jointly are hereby bound by an insurance undertaking for the account of the Insured named herein, effective at the exact hour and date shown below and expiring at the exact hour and date shown below or upon issuance of the policy, whichever shall first occur and insures the property above described for the amount set opposite its name. The effective hour of commencement of this binder shall supersede any commencement hour provisions contained in the policy.

This binder contains a broad outline of coverage and does not include all the terms, conditions and exclusions of the policy (or policies) that may be issued to you. The policy (or policies) contain the full and complete agreement with regard to coverage. Please review the policy (or policies) thoroughly with your broker upon receipt and notify us promptly in writing if you have any questions. In the event of any inconsistency between the binder and the policy, the policy language shall control unless the parties agree to an amendment.

INSURANCE COMPANY: Starr Surplus Lines Insurance Company

<p>DATE ISSUED: 4/28/2023</p> <p>AUTHORIZED REPRESENTATIVE:  _____ Vice President Michael C. LeDuc Vice President / Regional Manager</p>	<p>Subject to the conditions above, the COMPANY hereby binds the insurance applied for, to become effective as of: 5/1/2023.</p> <p>This Binder Expires on: 5/1/2024</p>
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Starr Technical Risks¹

¹ Starr Technical Risks or Starr Tech is a marketing name used by Starr Underwriting Agency, Inc., which is doing business as Starr Services Insurance Agency, Inc. in California (CA license number: 0D73884) and Star Insurance Agency, Inc. in Nevada and Utah.

Named Insured: INDIAN RIVER COUNTY BOCC
 Policy Number: PK1017423
 Carrier: Underwriters at Lloyd's/ AXIS Surplus Insurance Co/AXIS Surplus Insurance Co/Endurance American /United Specialty Insurance Company
 Policy Period: 05/01/2023 - 05/01/2024
 County: INDIAN RIVER
 Zip Code: 32960

THIS INSURANCE IS ISSUED PURSUANT TO THE FLORIDA SURPLUS LINES LAW. PERSONS INSURED BY SURPLUS LINES CARRIERS DO NOT HAVE THE PROTECTION OF THE FLORIDA INSURANCE GUARANTY ACT TO THE EXTENT OF ANY RIGHT OF RECOVERY FOR THE OBLIGATION OF AN INSOLVENT UNLICENSED INSURER.

SURPLUS LINES INSURERS' POLICY RATES AND FORMS ARE NOT APPROVED BY ANY FLORIDA REGULATORY AGENCY.

Stephen Fountain #E102901
 ARTHUR J. GALLAGHER RISK MANAGEMENT SERVICES, INC.
 750 Woodlands Parkway, Suite 200, Ridgeland, MS 39157

PRODUCING AGENT'S

NAME:

Erica Connick

FL LIC. #:

D040411

Producing Agent's Address:
 200 S. Orange Avenue, Suite 750, Orlando FL 32801

CONF.#	<u>359361</u>	QUARTER::	<u>2nd Quarter 2023</u>
PREMIUM:	<u>\$222,000.00</u>	POLICY FEES:	<u>\$0.00</u>
TRIA/Property Only:	<u>\$0.00</u>	FLSO SERVICE FEE:	<u>\$0.00</u>
TAXES:	<u>\$0.00</u>	CITIZENS:	<u>\$0.00</u>
FHCF ASSESSMENT:	<u>\$0.00</u>	INSPECTION FEES:	<u>\$0.00</u>
EMPA:	<u>\$0.00</u>		



**Surplus Lines Agent's
Countersignature:**



All inquiries regarding this Policy should be addressed to the following Correspondent:

Ambridge Partners LLC
311 West Monroe Street, Suite 411
Chicago, Illinois 60606
T: 312.577.9450
www.ambridge-group.com



Policy Provisions

1. This Policy is issued in accordance with the limited authorization granted to the Correspondent by certain Underwriters at Lloyd's, London whose syndicate numbers and the proportions underwritten by them can be ascertained from the office of the said Correspondent and other insurers (such underwriters and insurers being hereinafter called "Underwriters") and in consideration of the premium specified herein, Underwriters hereby bind themselves severally and not jointly, each for his own part and not one for another, their executors and administrators.
2. The Insured is requested to read this Policy, and if it is not correct, return it immediately to the Correspondent for appropriate alteration.
3. **Signature Required.** This Policy shall not be valid unless signed by the Correspondent on the attached Declarations.
4. **Correspondent Not Insurer.** The Correspondent, Ambridge Partners LLC, is not an Insurer hereunder and neither is nor shall be liable for any loss or claim whatsoever. The Underwriters hereunder are those identified in the Declarations and corresponding Security Schedule and provide the security backing the losses insured under this Policy in the percentages identified therein. As used in this Policy "Underwriters" shall be deemed to include incorporated as well as unincorporated persons or entities that are Underwriters at Lloyd's, London and other insurers, if applicable.
5. **Cancellation.** If this Policy provides for cancellation and this Policy is cancelled after the inception date, earned premium must be paid for the time the insurance has been in force.
6. **Service of Suit.** It is agreed that in the event of the failure of Underwriters to pay any amount claimed to be due hereunder, Underwriters, at the request of the Insured, will submit to the jurisdiction of a Court of competent jurisdiction within the United States. Nothing in this Clause constitutes or should be understood to constitute a waiver of Underwriters' rights to commence an action in any Court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another Court as permitted by the laws of the United States or of any State in the United States. It is further agreed that service of process in such suit may be made upon the firm or person named in the attached Declarations, and that in any suit instituted against any one of them upon this Policy, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The Correspondent is authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon request of the Insured to give a written undertaking to the Insured that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, Underwriters hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Insured or any beneficiary hereunder arising out of this Policy, and hereby designate the above-mentioned as the person to whom the said officer is authorized to mail such process or a true copy thereof.

7. **Assignment.** This Policy shall not be assigned either in whole or in part without the written consent of the Correspondent endorsed hereon.



8. **Attached Conditions Incorporated.** This Policy is made and accepted subject to all the provisions, conditions and warranties set forth herein, attached or endorsed, all of which are to be considered as incorporated herein.

9. The Insured shall be entitled to rely on communications from Ambridge Partners LLC on behalf of Syndicate BRT 2987 at Lloyd's (herein called "Lead Underwriter") as being communications from the authorized representative of all Underwriters subscribing to this Policy and any decision or communication by the Lead Underwriter in respect of any claim shall be binding on all Underwriters. All communications to the Underwriters from the Insured in respect of any claim shall be deemed effectively made if sent to Ambridge Partners LLC at the address set out, and in the manner described in the attached Declarations.

Short Rate Cancellation Table For Term of One Year

Days Insurance in Force	Per Cent of one year Premium	Days Insurance in Force	Per Cent of one year Premium	Days Insurance in Force	Per Cent of one year Premium	Days Insurance in Force	Per Cent of one year Premium
1	5%	66 - 69	29%	154 - 156	53%	256 - 260	77%
2	6	70 - 73	30	157 - 160	54	261 - 264	78
3 - 4	7	74 - 76	31	161 - 164	55	265 - 269	79
5 - 6	8	77 - 80	32	165 - 167	56	270 - 273 (9 mos)	80
7 - 8	9	81 - 83	33	168 - 171	57	274 - 278	81
9 - 10	10	84 - 87	34	172 - 175	58	279 - 282	82
11 - 12	11	88 - 91 (3 mos)	35	176 - 178	59	283 - 287	83
13 - 14	12	92 - 94	36	179 - 182 (6 mos)	60	288 - 291	84
15 - 16	13	95 - 98	37	183 - 187	61	292 - 296	85
17 - 18	14	99 - 102	38	188 - 191	62	297 - 301	86
19 - 20	15	103 - 105	39	192 - 196	63	302 - 305 (10 mos)	87
21 - 22	16	106 - 109	40	197 - 200	64	306 - 310	88
23 - 25	17	110 - 113	41	201 - 205	65	311 - 314	89
26 - 29	18	114 - 116	42	206 - 209	66	315 - 319	90
30 - 32 (1 mos)	19	117 - 120	43	210 - 214 (7 mos)	67	320 - 323	91
33 - 36	20	121 - 124 (4 mos)	44	215 - 218	68	324 - 328	92
37 - 40	21	125 - 127	45	219 - 223	69	329 - 332	93
41 - 43	22	128 - 131	46	224 - 228	70	333 - 337 (11 mos)	94
44 - 47	23	132 - 135	47	229 - 232	71	338 - 342	95
48 - 51	24	136 - 138	48	233 - 237	72	343 - 346	96
52 - 54	25	139 - 142	49	238 - 241	73	347 - 351	97
55 - 58	26	143 - 146	50	242 - 246 (8 mos)	74	352 - 355	98
59 - 62 (2 mos)	27	147 - 149	51	247 - 250	75	356 - 360	99
63 - 65	28	150 - 153 (5 mos)	52	251 - 255	76	361 - 365 (12 mos)	100

Rules applicable to insurance with terms less than or more than one year:

- A. If insurance has been in force for one year or less, apply the short rate table for annual insurance to the full annual premium determined as for insurance written for a term of one year.
- B. If insurance has been in force for more than one year:
 1. Determine full annual premium as for insurance written for a term of one year.
 2. Deduct such premium from the full insurance premium, and on the remainder calculate the pro rata earned premium on the basis of the ratio of the length of time beyond one year the insurance has been in force to the length of time beyond one year for which the policy was originally written.
 3. Add premium produced in accordance with items (1) and (2) to obtain earned premium during full period insurance has been in force.

FLORIDA SURPLUS LINES NOTICE (GUARANTY ACT)

THIS INSURANCE IS ISSUED PURSUANT TO THE FLORIDA SURPLUS LINES LAW. PERSONS INSURED BY SURPLUS LINES CARRIERS DO NOT HAVE THE PROTECTION OF THE FLORIDA INSURANCE GUARANTY ACT TO THE EXTENT OF ANY RIGHT OF RECOVERY FOR THE OBLIGATION OF AN INSOLVENT UNLICENSED INSURER.

LMA9037
01 September 2013

FLORIDA SURPLUS LINES NOTICE (RATES AND FORMS)

SURPLUS LINES INSURERS' POLICY RATES AND FORMS ARE NOT APPROVED BY ANY FLORIDA REGULATORY AGENCY.

LMA9038
01 September 2013

Complaints Procedure

We strive to provide an excellent service to all *Our* customers but occasionally things can go wrong. We take all concerns seriously and endeavour to resolve all customers' problems promptly. If *You* have a question or concern about *Your* policy *You* should, in the first instance follow the guidance notes or instructions in the insurance documentation *You* have been sent. *Your* broker will also be able to advise *You* and provide assistance in this regard.

Alternatively, if *You* wish to contact *Us* directly *You* should either write or telephone:

The Complaints Department

Brit Syndicates Limited

The Leadenhall Building

122 Leadenhall Street

London EC3V 4AB

Telephone: 0044 (0) 20 385 70000

Facsimile: 0044 (0) 20 385 70001

Email: BGS.Complaints@britinsurance.com

In the unlikely event that *You* remain dissatisfied and wish to make a complaint *You* can do so at any time by referring the matter to *Us* at the above stated address or the Complaints Team at Lloyd's at the following address:

Complaints

Lloyd's

One Lime Street

London EC3M 7HA

Email: complaints@lloyds.com

Telephone: 0044 (0)20 7327 5693

Fax: 0044 (0)20 7327 5225

Website: www.lloyds.com/complaints

Details of Lloyd's complaints procedure are set out in a leaflet "Your Complaint - How We Can Help" available at www.lloyds.com/complaints and are also available from the above address.

Should *You* remain dissatisfied after Lloyd's has considered your complaint and *You* are NOT a policyholder in the UK, *You* should, in the first instance, seek advice from *Your* broker as to whom *You* should direct your complaint.

LINES CLAUSE

This Insurance, being signed for 100% of 100.00% insures only that proportion of any loss, whether total or partial, including but not limited to that proportion of associated expenses, if any, to the extent and in the manner provided in this Insurance.

The percentages signed in the Table are percentages of 100% of the amount(s) of Insurance stated herein.

NMA2419

SEVERAL LIABILITY NOTICE

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

08/94
LSW 1001

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.

Declarations

This Policy (and any documents referred to in it) contains the whole agreement between Underwriters and the NAMED INSURED relating to the insurance provided by this Policy and supersedes all previous understandings and agreements between Underwriters and the NAMED INSURED relating to the terms and conditions of this Policy.

Please note that words or terms that appear in bold and capitalized are defined within the Policy.

Policy No: PK1017423
Previous Policy No: PK1017422

1. NAMED INSURED:

Indian River County BOCC

2. NAMED INSURED Address:

c/o Risk Manager
1800 27th Street
Vero Beach, FL 32960

- 3. Effective date:** May 1, 2023
Expiration date: May 1, 2024
both days at 12:01 a.m. local standard time.

4. Capacity: Underwritten by Certain Underwriters at Lloyd's London and other insurers (Please refer to Security Schedule for details)

5. Coverage:

GENERAL LIABILITY, AUTOMOBILE LIABILITY, ERRORS AND OMISSIONS LIABILITY, EMPLOYEE BENEFITS LIABILITY, LAW ENFORCEMENT LIABILITY, SEXUAL ABUSE LIABILITY and as more fully defined in the attached wording which is understood to be incorporated in and form part of this Certificate.

6. Forms attached hereto and special conditions:

The Ambridge Public Entity Non-Profit Wording and agreed Endorsements as per **Schedule of Endorsements** attached.

Wherever the attached wordings refer to this 'Policy' it is deemed to mean this 'Certificate'.

Territorial Limits: Worldwide as more fully defined in the attached Wording and applicable Forms and Endorsements

Choice of Law: State of FL

Jurisdiction: United States of America

Limits of Liability: Underwriters' Limits of Liability shall not exceed the limits as indicated for each coverage section on the attached wording or Declarations and apply only to those coverages for which a limit is shown. Underwriters' Limits of Liability are excess over a **SELF INSURED RETENTION** and a **LOSS FUND**, if applicable, as specified in the attached wording.

7. Service of Suit may be made upon:

Cogency Global, Inc. 115 North Calhoun Street, Suite 4, Tallahassee, FL 32301

8. In the event of a reportable claim as per General Policy Condition 7., the THIRD-PARTY CLAIMS ADMINISTRATOR must notify the following:

By email (Preferred method):

PENPClaims@ambridge-group.com

By mail:

Ambridge Partners LLC,
311 West Monroe Street, Suite 411
Chicago, IL 60606 USA

By telephone:

+1 (312) 577-9450

9. Currency Clause:

All premiums, limits, deductibles, claims and other amounts under this Policy are expressed and payable in United States Dollars.

The dollar symbol (\$) used within this Policy represents United States Dollars.

10. Policy Premium:

\$222,000

11. Minimum Earned Premium:

\$111,000

The minimum earned premium is 50% of the annual Policy Premium. If the Policy is cancelled at the **NAMED INSURED'S** request, or by Underwriters for non-payment of premium, the minimum earned premium will be the greater of either the **Minimum Earned Premium** above or the premium as calculated by the Short Rate Cancellation Table in this Policy.

Authorized Correspondent signatory:



Ambridge Partners LLC

Dated: June 12, 2023

Endorsement No.	Form Number	Endorsement
1	AMB1025042021	Security Schedule
2	AMB1007042021	TRIA Rejected
3	PENP5001042021	Certificates of Insurance
4	PENP5016042021	Coverage Section IV Errors and Omissions Liability – Occurrence Basis
5	PENP5017042021	Defense Costs in Addition
6	PENP5018042021	Coverage Section II General Liability – Unmanned Aircraft Coverage
7	PENP5023042021	Coverage Section II General Liability – Failure to Supply Water
8	PENP5027042021!	Florida Governmental Immunity
9	PENP5041042021	Coverage Section II General Liability – Medical Director Coverage Ext.
10	PENP5044042023	Procedures for THIRD PARTY CLAIMS ADMINISTRATORS
11	PENP5046042021	Communicable Disease Exclusion
12	PENP5061042021	Coverage Section III AUTOMOBILE Liability – Uninsured Motorists/Underinsured Motorists Liability Exclusion
13	PENP5085012022	General Policy Condition - Satisfaction of SIR
14	PENP5086092022	General Policy Condition 7 Amendment
15	PENP5087122022	General Policy Exclusion - PFAS and Related Chemicals Exclusion
16	MANUSCRIPT042021	General Policy Condition – 90 Day Notice of Cancellation
17	MANUSCRIPT042021	Coverage Section II General Liability – Sewer Back Up Coverage Limited
18	MANUSCRIPT042021	Sheriff's Department Exclusion
19	MANUSCRIPT042021	Coverage Section II General Liability – Premises Liability at Owned Hangar
20	MANUSCRIPT042021	Named Insured Endorsement
21	MANUSCRIPT042021	Coverage Section II General Liability – EMS Liability – SIR and Claims Made Basis
22	MANUSCRIPT042021	Schedule of Underlying Policies

Schedule of SELF INSURED RETENTIONS

This Policy has the following underlying **SELF INSURED RETENTIONS**, which apply to a covered loss for each **OCCURRENCE, CLAIM or ACCIDENT**.

MAINTENANCE DEDUCTIBLES are payable by the **INSURED** and only apply if an amount is stated below. **MAINTENANCE DEDUCTIBLES** do not accrue to the exhaustion of the **LOSS FUND**.

<u>Coverage Section</u>	<u>SELF INSURED RETENTION</u>	<u>MAINTENANCE DEDUCTIBLE</u>
I. Property unless listed below AUTOMOBILE Physical Damage: FLOOD AND SURFACE WATER: EARTHQUAKE: NAMED WINDSTORM:	\$NOT COVERED \$NOT COVERED \$NOT COVERED \$NOT COVERED \$NOT COVERED	\$NOT APPLICABLE \$NOT APPLICABLE \$NOT APPLICABLE \$NOT APPLICABLE \$NOT APPLICABLE
II. General Liability: SEXUAL HARASSMENT Liability:	\$200,000 \$200,000	
III. AUTOMOBILE Liability:	\$200,000	
IV. Errors and Omissions Liability: Unless listed below: Errors & Omissions: Employment Practices Liability: SEXUAL HARASSMENT Liability:	\$200,000 \$200,000 \$200,000 \$200,000	
V. Excess Workers' Compensation & Employers Liability for a Qualified Self-Insurer: Coverage Part A Excess Workers' Compensation: Coverage Part B Excess Employers' Liability:	\$NOT COVERED \$NOT COVERED	
VI. Employee Benefits Liability:	\$200,000	
VII. Crime: MONEY and SECURITIES: FORGERY or Alteration: EMPLOYEE Dishonesty: COMPUTER THEFT:	\$NOT COVERED \$NOT COVERED \$NOT COVERED \$NOT COVERED	\$NOT APPLICABLE \$NOT APPLICABLE \$NOT APPLICABLE \$NOT APPLICABLE
VIII. Law Enforcement Liability: SEXUAL HARASSMENT Liability:	\$200,000 \$200,000	
IX. Terrorism: Property Terrorism: Liability Terrorism: Employers' Liability Terrorism:	\$NOT COVERED \$NOT COVERED \$NOT COVERED	
X. SEXUAL ABUSE Liability:	\$200,000	
LOSS FUND:	\$N/A	

Specific Excess Insurance

1. This Policy contains various **SELF INSURED RETENTIONS** as listed in the **Schedule of SELF INSURED RETENTIONS** of this Policy. The **INSURED** is responsible for payment of each applicable **SELF INSURED RETENTION** except as otherwise stated in **Clash Coverage** and **Excess LOSS FUND Protection** sections of this Policy.
2. This Policy contains various **Specific Excess Limits of Insurance** above the **SELF INSURED RETENTIONS** as listed in the **Schedule of Specific Excess Limits of Insurance**.
3. This Policy contains various Annual Aggregate **Excess Limits of Insurance** as listed in **the Schedule of Specific Excess Limits of Insurance**. Underwriters' duty to indemnify under this Policy ends when the applicable Annual Aggregate **Excess Limit of Insurance** has been exhausted by payments to the **INSURED**.
4. This Policy provides coverage in accordance with all of the terms of each Coverage Section attached to and forming part of this Policy. For **Coverage Section IV Errors and Omissions Liability** and **Coverage Section VI Employee Benefits Liability**, coverage is provided on a Claims Made basis. Claims Made coverage applies only to **CLAIMS** made against the **INSURED** during the **PERIOD OF INSURANCE** or Extended Reporting Period applicable, if any.
5. It is understood and agreed that if more than one Insuring Agreement under any Coverage Section hereunder is involved in one **CLAIM** or **OCCURRENCE**, then the highest **SELF INSURED RETENTION** and **Specific Excess Limit of Insurance** for each **CLAIM** or **OCCURRENCE**, in respect to that Coverage Section, shall apply.
6. It is understood and agreed that if an **OCCURRENCE** or **CLAIM** involves more than one of the following Coverage Sections: **Coverage Section II General Liability**, **Coverage Section III AUTOMOBILE Liability**, **Coverage Section IV Errors and Omissions Liability**, **Coverage Section VI Employee Benefits Liability**, **Coverage Section VIII Law Enforcement Liability** or **Coverage Section X SEXUAL ABUSE Liability**, the most Underwriters will indemnify the **NAMED INSURED** under this Policy will not exceed the largest **Specific Excess Limit of Insurance** of the involved Coverage Sections as stated in the **Schedule of Specific Excess Limits of Insurance**, regardless of the number of **INSUREDS** involved, **CLAIMS** made or **SUITS** brought, or persons or organizations making **CLAIMS** or bringing **SUITS**.

Schedule of Specific Excess Limits of Insurance

Coverage Section I Property:

Specific Excess Limit of Insurance for each OCCURRENCE:

All Coverages under Section I combined: \$NOT COVERED

Subject to the following **SUBLIMITS/Annual Aggregates** which are part of, and not in addition to, the **Coverage Section I Property Specific Excess Limit of Insurance** above:

AUTOMOBILE Physical Damage Only:	\$NOT COVERED	
FLOOD AND SURFACE WATER:	\$NOT COVERED	\$N/A Annual Aggregate
EARTHQUAKE:	\$NOT COVERED	\$N/A Annual Aggregate
NAMED WINDSTORM:	\$NOT COVERED	
DATA PROCESSING:	\$NOT COVERED	
VALUABLE PAPERS:	\$NOT COVERED	
FINE ARTS:	\$NOT COVERED	
ACCOUNTS RECEIVABLE:	\$NOT COVERED	
MOBILE EQUIPMENT:	\$NOT COVERED	

EXTRA EXPENSE: \$NOT COVERED
TRANSIT: \$NOT COVERED
BUSINESS INTERRUPTION: \$NOT COVERED
 Newly Acquired Property Reporting Limit as provided in
 Coverage Section I Conditions,
Automatic Acquisition Clause: \$NOT APPLICABLE

Coverage Section II General Liability:

Specific Excess Limit of Insurance for each OCCURRENCE

All coverages under Coverage Section II combined: \$2,000,000 \$4,000,000 Annual Aggregate

Subject to the following **SUBLIMITS/Annual Aggregates** which are part of, and not in addition to, the **Coverage Section II General Liability Specific Excess Limit of Insurance** and Annual Aggregate Limit above:

SEXUAL HARASSMENT Liability: \$2,000,000 \$4,000,000 Annual Aggregate

Damage to Premises Rented to the **INSURED:** \$2,000,000 ground up any one **OCCURRENCE**
 Premises **MEDICAL PAYMENTS:** \$5,000 ground up any one person
 \$10,000 ground up any one **OCCURRENCE**

Coverage Section III AUTOMOBILE Liability:

Specific Excess Limit of Insurance for each OCCURRENCE:

All Coverages under Coverage Section III combined: \$2,000,000 \$N/A Annual Aggregate

Subject to the following **SUBLIMITS/Annual Aggregates** which are part of, and not in addition to, the **Coverage Section III AUTOMOBILE Liability Specific Excess Limit of Insurance** and Annual Aggregate Limit above:

AUTOMOBILE MEDICAL PAYMENTS: \$NOT COVERED ground up any one person
 \$NOT COVERED ground up any one **OCCURRENCE**
 Uninsured Motorists/Underinsured Motorists: \$NOT COVERED ground up any one **OCCURRENCE**
 No Fault Insurance: \$NOT COVERED ground up any one **OCCURRENCE**
 Garagekeeper's Legal Liability: \$1,000,000 ground up any one **OCCURRENCE**

Coverage Section IV Errors and Omissions Liability:

Specific Excess Limit of Insurance for each OCCURRENCE:

All coverages under Coverage Section IV combined: \$2,000,000 \$4,000,000 Annual Aggregate

Subject to the following **SUBLIMITS/Annual Aggregates** which are part of, and not in addition to, the **Coverage Section IV Errors and Omissions Liability Specific Excess Limit of Insurance** and Annual Aggregate Limit above:

Errors & Omissions: \$2,000,000 \$4,000,000 Annual Aggregate
 Retroactive Date: N/A

Employment Practices Liability: \$2,000,000 \$4,000,000 Annual Aggregate
Retroactive Date: N/A

SEXUAL HARASSMENT Liability: \$2,000,000 \$4,000,000 Annual Aggregate
Retroactive Date: N/A

**Coverage Section V Excess Workers' Compensation and Employers' Liability for a Qualified Self-Insurer
Specific Excess Limit of Insurance for each ACCIDENT or disease:**

Coverage Part A Excess Workers' Compensation: \$NOT COVERED
Coverage Part B Excess Employers' Liability: \$NOT COVERED

**Coverage Section VI Employee Benefits Liability:
Specific Excess Limit of Insurance for each CLAIM:**

All Coverages under Coverage Section VI Combined: \$2,000,000 \$4,000,000 Annual Aggregate
Retroactive Date: May 1, 2008

**Coverage Section VII Crime:
Specific Excess Limit of Insurance for each OCCURRENCE:**

MONEY and SECURITIES: \$NOT COVERED
FORGERY or Alteration: \$NOT COVERED
EMPLOYEE Dishonesty: \$NOT COVERED
COMPUTER THEFT: \$NOT COVERED

**Coverage Section VIII Law Enforcement Liability:
Specific Excess Limit of Insurance for each OCCURRENCE:**

All coverage under Coverage Section VIII Combined: \$2,000,000 \$4,000,000 Annual Aggregate

Subject to the following **SUBLIMITS/Annual Aggregates** which are part of, and not in addition to, the **Coverage Section VIII Law Enforcement Liability – Specific Excess Limit of Insurance** and Annual Aggregate Limit above:

SEXUAL HARASSMENT Liability: \$2,000,000 \$4,000,000 Annual Aggregate

**Coverage Section IX Terrorism:
Specific Excess Limit of Insurance for each OCCURRENCE/CLAIM:**

Property Terrorism: \$NOT COVERED each **OCCURRENCE** \$N/A Annual Aggregate
Liability Terrorism: \$NOT COVERED each **CLAIM** \$N/A Annual Aggregate
Employers' Liability Terrorism: \$NOT COVERED each **CLAIM** \$N/A Annual Aggregate

Coverage Section X SEXUAL ABUSE Liability:

Specific Excess Limit of Insurance for each CLAIM:

All Coverage under Coverage Section X: \$2,000,000 \$4,000,000 Annual Aggregate

Retroactive Date: May 1, 2021

Clash Coverage

1. In the event of a covered loss involving more than one Coverage Section, the **INSURED** will only be liable for one **SELF INSURED RETENTION**. This will be the **SELF INSURED RETENTION** for the Coverage Section that results in the largest **ULTIMATE NET LOSS**.
2. Underwriters will indemnify the **INSURED** for **ULTIMATE NET LOSS** arising within each **SELF INSURED RETENTION** applicable to the Coverage Section involved in the loss, less the **SELF INSURED RETENTION** determined in Paragraph 1. above.
3. Indemnity paid under **Clash Coverage** is in addition to amounts payable under the **Schedule of Specific Excess Limits of Insurance**.

Clash Coverage does not apply to **Coverage Section IX Terrorism**.

Excess LOSS FUND Protection

Excess LOSS FUND Protection Annual Aggregate Limit: \$NOT APPLICABLE

1. This Policy contains various **SELF INSURED RETENTIONS** as listed in the **Schedule of SELF INSURED RETENTIONS** of this Policy. The **INSURED** is responsible for the payment of applicable **SELF INSURED RETENTIONS** in accordance with the terms and conditions of this Policy.
2. The **LOSS FUND** is the aggregate amount stated in the **Schedule of SELF INSURED RETENTIONS** to be paid by the **INSURED** for covered loss amounts incurred during the **PERIOD OF INSURANCE** within the **SELF INSURED RETENTION**. This coverage applies only if an **Excess LOSS FUND Protection Annual Aggregate Limit** is stated above and a corresponding **LOSS FUND** amount is stated in the **Schedule of SELF INSURED RETENTIONS**.
3. If there is an applicable **MAINTENANCE DEDUCTIBLE** stated in the **Schedule of SELF INSURED RETENTIONS**, this **MAINTENANCE DEDUCTIBLE** is not considered part of the **SELF INSURED RETENTION** and does not accrue to the exhaustion of the **LOSS FUND**.
4. Each payment made by the **INSURED** for covered loss amounts within the applicable **SELF INSURED RETENTION** shall reduce the outstanding **LOSS FUND** by the amount of such payment until the **LOSS FUND** is exhausted. Upon exhaustion of the **LOSS FUND** stated in the **Schedule of SELF INSURED RETENTIONS**, Underwriters obligation to indemnify the **INSURED** begins for covered loss amounts within the **SELF INSURED RETENTION**.
5. The amount of **Excess LOSS FUND Protection** payment(s) made by Underwriters to the **INSURED**:
 - (a) Shall not be for more than the applicable **SELF INSURED RETENTION**; and
 - (b) Shall not be greater than the **Excess LOSS FUND Protection Annual Aggregate Limit**, as stated above.

6. Each **Excess LOSS FUND Protection** payment made reduces Underwriters' **Excess LOSS FUND Protection Annual Aggregate Limit** by the amount of such payment.
7. Underwriters' duty to indemnify under **Excess LOSS FUND Protection** ends when the **Excess LOSS FUND Protection Annual Aggregate Limit** has been exhausted by payments to the **INSURED**.

General Policy Conditions

Underwriters assume no other obligation or liability to the **INSURED** to indemnify sums or perform acts or services unless explicitly provided under this Policy.

These conditions shall survive the termination of this Policy without regard to whether said termination is due to cancellation or natural expiration of this Policy.

1. **Abandonment:** There shall be no abandonment to Underwriters of any property.
2. **Arbitration:** In the event the **INSURED** and Underwriters are unable to agree as to the amount recoverable by the **INSURED** from Underwriters under the terms and conditions of this Policy, 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 arbitrators and equally pro rate the cost of the umpire. The **INSURED'S** portion of such fee does not accrue to the **ULTIMATE NET LOSS**.

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

3. **Assignment:** Assignment of interest under this Policy does not bind Underwriters unless Underwriters consent is endorsed hereon.
4. **Bankruptcy and Insolvency:** In the event of the bankruptcy or insolvency of the **INSURED** or any entity comprising the **INSURED**, Underwriters shall not be relieved of the payment of any covered loss amounts hereunder because of such bankruptcy or insolvency, but Underwriters shall be liable only to the same extent had there been no bankruptcy or insolvency.
5. **Cancellation and Non-Renewal:** In the event of non-payment of premium by the **NAMED INSURED**, Underwriters will give 10 days' notice of cancellation in writing to the **NAMED INSURED** and all coverage will terminate 10 days after the mailing of such notice. In the event of any other reason aside from non-payment of premium, Underwriters will give 60 days' notice of cancellation in writing to the **NAMED INSURED** and all coverage will terminate 60 days after the mailing of such notice. If Underwriters cancel, the earned premium is calculated pro rata, and the **NAMED INSURED** is responsible for the full amount of the **LOSS FUND** as stated in **Excess LOSS FUND Protection**.

The **NAMED INSURED** shown on the Declarations may cancel this Policy by giving notice of cancellation in writing. If the **NAMED INSURED** cancels, the earned premium is calculated in accordance with the short rate table and procedure subject to the minimum earned premium. The **NAMED INSURED** is responsible for the full amount of the **LOSS FUND** as stipulated in **Excess LOSS FUND Protection**.

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.

Non-Renewal: Either the **NAMED INSURED** or Underwriters may elect to non-renew this Policy at its expiration date for any reason.

6. **Changes:** By acceptance of this Policy the **INSURED** agrees that it embodies all agreements existing between the **INSURED** and Underwriters or any of their agents relating to this Policy. None of the provisions, conditions or other terms of this Policy 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 Policy.

7. **CLAIMS, OCCURRENCES or SUITS:** Underwriters reserve the right to deny coverage under this Policy if there has not been full compliance with the following duties:

The **INSURED** shall as soon as practical notify Underwriters through the **THIRD PARTY CLAIM ADMINISTRATOR** of any **CLAIM, OCCURRENCE or SUIT** meeting the following criteria:

- (a) The cost of which is likely to result in payment by Underwriters under this Policy;
- (b) All **CLAIMS** reserved at 50% or more of the **SELF INSURED RETENTION**;
- (c) All **CLAIMS** where there has been a settlement demand above the **SELF INSURED RETENTION** and there is a trial, binding arbitration or binding mediation date within 90 days;
- (d) Catastrophic losses (including Paraplegia, Quadriplegia, Severe Burns, Fatalities, Significant Brain Injury, Amputation of Major Extremity);
- (e) Within 180 consecutive days following the **DISCOVERY** of any actual, attempted or pending alleged **SEXUAL ABUSE**;
- (f) Discrimination or Violation of Civil Rights where the **CLAIM** is reserved at 50% or more of the **SELF INSURED RETENTION** or within 90 days of a trial date, whichever is sooner;
- (g) Third-party **CLAIMS** involving **LAW ENFORCEMENT ACTIVITIES**;
- (h) Act or series of **ACTS OF TERRORISM**;
- (i) Any **CLAIMS** where there is a question as to whether there will be coverage under this Policy.

Underwriters shall have the right, but not the obligation, to be associated with the **INSURED** in, and/or assume charge of, the investigation, handling, defense or settlement of any **CLAIMS, SUIT** or proceedings relative to an **OCCURRENCE or CLAIM** where in the sole opinion of the Underwriters, Underwriters' liability under this Policy is likely to be involved.

The **INSURED** shall make no commitment to pay or settle any **CLAIMS, OCCURRENCES or SUITS** where Underwriters' liability under this Policy is involved without the prior written agreement of Underwriters. Underwriters shall not withhold agreement without just cause. Neither shall the **INSURED** refuse any reasonable opportunity to pay or settle a **CLAIM** when such refusal will result in Underwriters having liability under this Policy without the prior agreement of Underwriters. Underwriters shall not withhold agreement without just cause. If the **INSURED** refuses to consent to settlement of any **CLAIMS, OCCURRENCES or SUITS** where Underwriters' liability under this Policy is potentially involved, and settlement or compromise is recommended by Underwriters and acceptable to the claimant, then calculation of, and Underwriters' obligation under **ULTIMATE NET LOSS** with respect to the **CLAIMS, OCCURRENCES or SUITS** shall be limited to the amount of damages or payments for which the **CLAIMS, OCCURRENCES or SUITS** could have been settled for, plus any expenses payable under **ULTIMATE NET LOSS** incurred until the date of the **INSURED'S** refusal to settle or compromise the **CLAIMS, OCCURRENCES or SUITS** as recommended by Underwriters.

8. **Conflicting Statutes:** If any terms of this Policy conflict with the statutes of the state in which this Policy is issued, those terms are amended to conform to such statutes.
9. **Currency:** The premium and losses under this Policy are payable in United States Dollars. Payment of premium shall be made to Underwriters or via the **NAMED INSURED'S** intermediary.
10. **Due Diligence:** The **INSURED** 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 under this Policy.

11. **Duties:** Underwriters have no duty to investigate, handle, adjust, settle or defend any **CLAIM, OCCURRENCE**, proceeding or **SUIT** against the **NAMED INSURED**, any **INSURED**, or against any other person or organization for whom the **NAMED INSURED** is, or may be found to be, legally liable, or whom asserts or claims a right of coverage under the Policy. These duties shall be the responsibility of the **NAMED INSURED**.

Underwriters' duty under the Policy shall be to indemnify the **NAMED INSURED** for **ULTIMATE NET LOSS** in excess of the applicable **SELF INSURED RETENTION, MAINTENANCE DEDUCTIBLE**, or any other applicable deductible or deduction; and not more than the applicable **Specific Excess Limit of Insurance**.

Underwriters' duty to indemnify ends when the applicable **Specific Excess Limit of Insurance** is exhausted by the payment of the **ULTIMATE NET LOSS**.

Underwriters may, at their sole discretion, tender periodic advance payments of amounts in excess of the **SELF INSURED RETENTION**, before **ULTIMATE NET LOSS**, as defined in the Policy, is reached; provided that:

- (a) Only amounts where coverage is not in dispute will be used to compute the partial **ULTIMATE NET LOSS**; and
- (b) Only payments made by the **NAMED INSURED** and not disputed by Underwriters will be used to compute the partial **ULTIMATE NET LOSS**; and
- (c) Any potential **RECOVERY** source has been identified; has been put on notice if appropriate; and **RECOVERY** is being aggressively pursued; and
- (d) Delaying payment until the final **ULTIMATE NET LOSS** is determined will result in financial hardship to the **INSURED**; and
- (e) All payments are without prejudice.

Further, and in regard to advance payments under **Coverage Section I Property**; advance payments will be based upon **ACTUAL CASH VALUE** for property that is not being actively repaired or replaced.

12. **False or Fraudulent CLAIMS:** If the **INSURED** makes any **CLAIM** knowing the same to be false or fraudulent, as regards amount or otherwise, this Policy shall become void and all **CLAIMS** hereunder shall be forfeited.
13. **Inspections / Audits / Verification of Values:** Underwriters or their duly authorized representatives may inspect the premises used by the **INSURED** and audit the **INSURED'S** books or records at any time during the **PERIOD OF INSURANCE** or within three (3) years after its expiration or termination. Underwriters assume no liability and will not be made liable for their right to make inspections or audit or not make inspections or not audit, or for their results, findings or reports, nor shall any inspection warranty the safety of a premises or an audit confirm the accuracy of books or records.
14. **Mortgagors, Creditors and Loss Payees:** Underwriters will pay for covered losses of or damage to **PROPERTY OF THE INSURED** covered by this Policy to each mortgage holder, lienholder, creditor or loss payee, when required by written contract, to the extent of their interest as of the date of loss or damage subject to the **Specific Excess Limits of Insurance** as shown in the **Schedule of Specific Excess Limits of Insurance** and subject to all terms and conditions of this Policy.
15. **Other Insurance:** If the **INSURED** has other insurance against loss or damage covered under this Policy, Underwriters are liable, under the terms of this Policy, only as excess of coverage provided by such other insurance. No monies payable or collectible from such other insurance shall accrue to the **LOSS FUND**. However, this clause does not apply to the purchase of excess insurance above

the **Specific Excess Limits of Insurance** stated in the **Schedule of Specific Excess Limits of Insurance** of this Policy.

16. **Representations:** By accepting this Policy and as a condition precedent to coverage, the **INSURED** agrees that:
- (a) The information contained within the **Declarations** is complete and accurate and is based upon representations made by the **INSURED** to Underwriters in the submission and/or application(s) for this Policy;
 - (b) Underwriters have issued this Policy in reliance upon the **INSURED'S** representations in the submission and/or application(s);
 - (c) Except as otherwise provided in this Policy or by law, this Policy is void in any case of fraud; or, if the **INSURED** conceals or misrepresents any material facts in the **INSURED'S** submission and/or application(s) for this Policy. If the Policy is wholly voidable due to fraud, misrepresentation or concealment by the **INSURED** as aforementioned, Underwriters, at their sole discretion, may elect to void coverage only for the particular loss or **CLAIM** which is affected by such concealment and/or misrepresentation and/or fraud.
17. **Risk Control Services:** Underwriters assume no liability for, nor will it be made liable by any person or organization for risk control or consulting services, including the results or failure of results, findings or failure of findings, performance or failure of performance of said services.
18. **Separation of INSUREDS:** With the exception of the **Specific Excess Limits of Insurance**, **SELF INSURED RETENTIONS** and any rights or duties specifically assigned in this Policy to the **NAMED INSURED**, this insurance applies:
- (a) As if each **INSURED** were the only **INSURED**; and
 - (b) Separately to each **INSURED** against whom a **CLAIM** is made or a **SUIT** is brought.
19. **Subrogation, Salvage and RECOVERY:** As a condition precedent to the issuance of this Policy, it is agreed that Underwriters shall be subrogated, at their sole discretion, to all rights which any **INSURED** may have against any person or other entity in respect to any **CLAIM** or payment made under this Policy; including any person or organization hired to investigate, handle, settle or defend any **OCCURRENCE, CLAIM**, proceeding or **SUIT** resulting in the aforementioned payment. The **INSURED** shall execute all papers required by Underwriters and must cooperate with Underwriters to secure and prosecute Underwriters' rights; to include the filing and prosecution of any **CLAIM** or **SUIT** for any right or cause of action which the **INSURED** cannot legally or contractually assign to Underwriters. If any reimbursement is obtained, or salvage or **RECOVERY** made by the **INSURED** or Underwriters on account of any loss covered by this Policy, the net amount of such reimbursement, salvage or **RECOVERY**, after deducting the actual cost of obtaining or making the same, shall be applied in the following order:
1. Amount of loss which exceeds the applicable **Specific Excess Limits of Insurance**;
 2. To reduce Underwriters' loss until Underwriters are fully reimbursed;
 3. To reduce the **INSURED'S** loss because of the application of the **SELF INSURED RETENTION**, and then any applicable **MAINTENANCE DEDUCTIBLE**.

In the event Underwriters decline to be subrogated to the rights which the **INSURED** may have against any person or other entity in respect to any **CLAIM** or payment made under this Policy, the **INSURED** shall regain its rights and may pursue **RECOVERY** against said parties at its discretion. If any reimbursement is obtained, or salvage or **RECOVERY** made by the **INSURED** on account of any loss covered by this Policy, the net amount of such reimbursement, salvage or **RECOVERY**, after

deducting the actual cost of obtaining or making the same, shall be applied in the following order:

1. Amount of loss which exceeds the applicable **Specific Excess Limit of Insurance**;
 2. To reduce the **INSURED'S** loss because of the application of the **SELF INSURED RETENTION**, but not any applicable **MAINTENANCE DEDUCTIBLE**;
 3. To reduce the Underwriters' loss until Underwriters are fully reimbursed;
 4. To reduce the **INSURED'S** loss because of the application of any **MAINTENANCE DEDUCTIBLE**.
- 20. Territory:** This Policy applies worldwide; however, indemnity by Underwriters 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.
- 21. THIRD PARTY CLAIMS ADMINISTRATOR:** It is a condition precedent to coverage that this Policy is issued by Underwriters on the express condition that:
- (a) The **NAMED INSURED** must contract with, and utilize the services of, a duly qualified and competent **THIRD PARTY CLAIMS ADMINISTRATOR**, as agreed upon by Underwriters prior to the **PERIOD OF INSURANCE**; and
 - (b) All **CLAIMS, SUITS** or **OCCURRENCES** for which coverage is sought under this Policy must be adjusted and handled by the contracted **THIRD PARTY CLAIMS ADMINISTRATOR**; and
 - (c) The duties involved in adjusting and handling **CLAIMS, SUITS** or **OCCURRENCES** by the **THIRD PARTY CLAIMS ADMINISTRATOR** include but are not limited to, timely investigations, setting ground up case reserves, documenting case reserve rationale, pursuing settlement and recording financials; and
 - (d) All **CLAIMS, SUITS** or **OCCURRENCES** for which coverage is sought under this Policy are adjusted and handled by the **THIRD PARTY CLAIMS ADMINISTRATOR** in accordance with all statutory and regulatory standards; and in accordance with all accepted industry standards and practices.

Underwriters or their representative shall have the right but not the duty to conduct audits and inspections of the **CLAIMS, SUITS** or **OCCURRENCES** reported to the **THIRD PARTY CLAIMS ADMINISTRATOR** to better inform Underwriters of the potential liability under this Policy. The **THIRD PARTY CLAIMS ADMINISTRATOR** will cooperate should the audit or inspection be requested.

The **NAMED INSURED** may utilize the services of an attorney or lawyer or other specialized party to assist the **THIRD PARTY CLAIMS ADMINISTRATOR** in the disposition of its duties, and defend an **INSURED**; but only provided that:

- (a) The **THIRD PARTY CLAIMS ADMINISTRATOR** retains control of the adjusting process, including reserving, settlement activity and documentation of the financials of the **CLAIMS** and erosion of the **SELF INSURED RETENTION** and;
- (b) The **THIRD PARTY CLAIMS ADMINISTRATOR** continues to monitor the actions of these other parties; and
- (c) Any control of the adjusting process designated to parties other than the **THIRD PARTY CLAIMS ADMINISTRATOR** must be approved by Underwriters in writing in advance; and
- (d) Any control of the adjusting process retained by the **NAMED INSURED** (i.e. self-administering

CLAIMS) must be approved by Underwriters in writing in advance; and

- (e) Payment to these other parties shall be subject to all other terms and conditions of the Policy; specifically, but not limited to, **General Policy Condition 11. Duties** and **General Policy Definition 36. ULTIMATE NET LOSS**.
- (f) Further, this Policy is issued by Underwriters on the express condition that all **CLAIMS, SUITS** or **OCCURRENCES**, for which coverage is sought under this Policy and which are being defended by an attorney or lawyer hired or employed by the **NAMED INSURED** or the **THIRD PARTY CLAIMS ADMINISTRATOR**, are defended by the attorney or lawyer in accordance with all statutory and regulatory standards; and in accordance with all accepted professional standards and practices.

In the event of cancellation, expiration or revision of the agreement between the **NAMED INSURED** and the designated **THIRD PARTY CLAIM ADMINISTRATOR**, the **NAMED INSURED** must notify Underwriters in writing 90 days prior to the effective date of such cancellation, expiration or revision, and the **NAMED INSURED** and Underwriters must agree upon the specifications for the new **THIRD PARTY CLAIM ADMINISTRATOR** or the revision of the incumbent **THIRD PARTY CLAIMS ADMINISTRATOR'S** agreement with the **NAMED INSURED**.

If the agreement between the **NAMED INSURED** and the **THIRD PARTY CLAIMS ADMINISTRATOR** is terminated for any reason without Underwriters prior written approval, Underwriters reserve the right to deny coverage under this Policy for any **CLAIM** or **OCCURRENCES** reported to Underwriters after the termination date of the **INSURED'S** agreement with the **THIRD PARTY CLAIMS ADMINISTRATOR**.

- 22. **Waiver of Subrogation:** This Policy shall not be invalidated if the **INSURED**, 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.
- 23. **Legal Action Against Us:** This Policy grants no rights whatsoever to any person or organization to sue Underwriters or join Underwriters as a party to any action against any **INSURED** to determine the liability of any **INSURED** nor shall Underwriters be impleaded by an **INSURED** or its legal representatives.
- 24. **Two or More Coverage Sections:** If an **OCCURRENCE** or **CLAIM** involves more than one of the following Coverage Sections: **Coverage Section II General Liability, Coverage Section III AUTOMOBILE Liability, Coverage Section IV Errors and Omissions Liability, Coverage Section VI Employee Benefits Liability, Coverage Section VIII Law Enforcement Liability** or **Coverage Section X SEXUAL ABUSE Liability**, the most Underwriters will indemnify the **NAMED INSURED** under this Policy will not exceed the largest **Specific Excess Limit of Insurance** of the involved Coverage Sections as stated in the **Schedule of Specific Excess Limits of Insurance**, regardless of the number of **INSUREDS** involved, **CLAIMS** made or **SUITS** brought, or persons or organizations making **CLAIMS** or bringing **SUITS**.

General Policy Exclusions

This Policy does not insure against:

- A. Loss or damage caused by, or resulting from fraudulent or dishonest acts committed by an **INSURED**, whether working alone or with others, except as covered in **Coverage Section VII Crime**;
- B. Expenses from any cost, civil fine, penalty or expense against any **INSURED** for any compliance or enforcement action from any Federal, State or local governmental regulatory or administrative agency; except as provided in **Coverage Section I Property – Condition 7. Ordinance Deficiency Clause** and **Coverage Section IV Errors and Omissions Liability – Exclusion F**;
- C. Any liability arising out of the operation of the principles of eminent domain, condemnation proceedings, adverse possession or inverse condemnation proceedings by whatever name called, whether such liability accrues directly against the **INSURED** or by virtue of any agreement entered into by or on behalf of the **INSURED**;
- D. **BODILY INJURY, PERSONAL INJURY, PROPERTY DAMAGE** or loss or damage to the **PROPERTY OF THE INSURED**, either directly or indirectly occasioned by, happening through, or in consequence of: war (including undeclared or civil war), 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), insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these; 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, except as provided in **Coverage Section I Property – Condition 6. Civil Authority Clause**. This Exclusion does not apply to loss or damage to the **PROPERTY OF THE INSURED** caused secretly by a foreign enemy or agent of any government or sovereign power, when not in connection with the operations of armed forces in or against the country where the described location is situated;
- E. (1) The investigation, defense, loss or damage, including loss of use, **BODILY INJURY, PERSONAL 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:
 - (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any **INSURED**;
 - (b) At or from any premises, site or location which is or was at any time used by or for any **INSURED** 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 **INSURED** or any person or organization for whom any **INSURED** may be legally responsible;
 - (d) At or from any premises, site or location on which any **INSURED** or any contractor or subcontractor working directly or indirectly on any **INSURED'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 **INSURED**, 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**;
 - (e) That are, or that are contained in any property that is:

- (i) Being transported or towed by, handled, or handled for movement into, onto or from, an **AUTOMOBILE** covered under **Coverage Section III AUTOMOBILE Liability**;
 - (ii) Otherwise in the course of transit by or on behalf of the **INSURED**; or
 - (iii) Being stored, disposed of, treated or processed in or upon an **AUTOMOBILE** covered under **Coverage Section III AUTOMOBILE Liability**;
- (f) Before the **POLLUTANTS** or any property in which the **POLLUTANTS** are contained are moved from the place where they are accepted by the **INSURED** for movement into or onto an **AUTOMOBILE** covered under **Coverage Section III AUTOMOBILE Liability**; or
- (g) After the **POLLUTANTS** or any property in which the **POLLUTANTS** are contained are moved from an **AUTOMOBILE** covered under **Coverage Section III AUTOMOBILE Liability** to the place where they are finally delivered, disposed of or abandoned by the **INSURED**.
- (2) 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 for any loss, cost or expense arising out of any:
- (a) Request, demand, or other order that any **INSURED** 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 of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of **POLLUTANTS**.

Except:

1. This exclusion does not apply to the reverse of flow of sewage into any building from a sewage facility, fixed conduit or sanitary sewer that the **INSURED** owns, operates or maintains.

As respects **Coverage Section II General Liability** only:

2. Subparagraph (1)(a) only of this exclusion does not apply to **BODILY INJURY, PERSONAL INJURY** or **PROPERTY DAMAGE** arising out of heat, smoke or fumes from a hostile fire as defined below:

As used in 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.

3. This exclusion does not apply to **BODILY INJURY, PERSONAL INJURY** or **PROPERTY DAMAGE** arising out of the use, handling, storage, discharge, dispersal, release or escape of chemicals when introduced by an **INSURED** into such **INSURED'S** drinking water system solely for the purpose of purifying or treating such drinking water; provided that the chemicals' generally accepted use is for the purification or treatment of drinking water.
4. This exclusion does not apply to **BODILY INJURY, PERSONAL INJURY** or **PROPERTY DAMAGE** arising out of the use, handling, storage, discharge, dispersal, release or escape of chemicals when used in the day-to-day operation and/or maintenance of swimming pools owned or operated by an **INSURED**; provided that the chemicals' generally accepted use is for the operation/maintenance of swimming pools.

5. This exclusion does not apply to **BODILY INJURY, PERSONAL INJURY** or **PROPERTY DAMAGE** arising out of the application of pesticides, or herbicides provided such application is performed by employees of the **NAMED INSURED** who are properly licensed or certified by a federal or state agency to apply those chemicals, pesticides or herbicides; and where the application or use is in strict compliance with all federal, state, and local laws, statutes, regulations, ordinances, or the like; and where the application or use is in compliance with industry standards for application or use.
6. This exclusion does not apply to **BODILY INJURY, PERSONAL INJURY** or **PROPERTY DAMAGE** arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of chemicals, but only while such chemicals are used for educational purposes or while chemicals intended for educational purposes are stored on the **INSURED'S** premises when such storage is in compliance with all federal, state and local laws, statutes, regulations, ordinances, or the like; and where the storage is in compliance with industry standard practice.

As respects **Coverage Section III AUTOMOBILE Liability** only:

7. Subparagraph (1)(e) 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 **Coverage Section III AUTOMOBILE Liability** or its parts, if:
 - (a) The **POLLUTANTS** escape, seep, migrate, or are discharged, dispersed or released directly from an **AUTOMOBILE** part designed by its manufacturer to hold, store, receive or dispose of such **POLLUTANTS**; and
 - (b) The **BODILY INJURY, PERSONAL INJURY** or **PROPERTY DAMAGE** does not arise out of the operation of any equipment defined as **MOBILE EQUIPMENT**.
8. Subparagraphs (1)(c) and (1)(d) of this exclusion do not apply to accidents that occur away from premises owned by or rented to an **INSURED** with respect to **POLLUTANTS** not in or upon an **AUTOMOBILE** covered under **Coverage Section III AUTOMOBILE Liability** 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 **Coverage Section III AUTOMOBILE Liability**; and
 - (b) The discharge, dispersal, seepage, migration, release or escape of the **POLLUTANTS** is caused directly by such upset, overturn or damage.

As respects **Coverage Section VIII Law Enforcement Liability** only:

9. This exclusion does not apply to **BODILY INJURY, PERSONAL INJURY**, or **PROPERTY DAMAGE** resulting from **LAW ENFORCEMENT ACTIVITIES** and due to the use of teargas, mace or similar substances by an **INSURED** within the scope of their employment by the **NAMED INSURED**. This coverage extension applies only if the **NAMED INSURED'S** operations meet all the standards of any statute, ordinance, regulation or license requirement of any federal, state or local government which apply to those operations;
- F.** Loss of, damage to, or loss of use of **PROPERTY OF THE INSURED, BODILY INJURY, PERSONAL INJURY** or **PROPERTY DAMAGE** directly or indirectly caused by the presence of asbestos, silica, silica-related dust or lead in any form, except as covered in **Coverage Section I Property** and **Coverage Section V Part A Workers' Compensation for a Qualified Self- Insured**;
- G.** Any **CLAIM** based upon the **INSURED'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;

H. Any **CLAIM** arising out of investment activities, or the administration of self-insurance funds, except as covered in **Coverage Section VII Crime**;

I. **Nuclear Incident:**

- (a) Loss or damage to **PROPERTY OF THE INSURED**, or liability from **PROPERTY DAMAGE, BODILY INJURY** or **PERSONAL INJURY** accruing to the **INSURED** directly or indirectly from, any and all forms of radioactive **CONTAMINATION**;
- (b) Any loss or damage to **PROPERTY OF THE INSURED**, or liability from **PROPERTY DAMAGE, BODILY INJURY** or **PERSONAL INJURY** accruing to the **INSURED** directly or indirectly, from any Pool of Insurers or Reinsurers formed for the purpose of covering atomic or Nuclear Energy risks;
- (c) Any loss or liability accruing to the **INSURED**, directly or indirectly, for physical damage of **PROPERTY OF THE INSURED** 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 this site, or
 - (ii) Any **NUCLEAR MATERIALS**, or the dispersal or discharge of **NUCLEAR MATERIALS**, at any **NUCLEAR FACILITY** owned by, or operated by or on behalf of, any **INSURED**;
 - (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, **NUCLEAR MATERIALS** 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 MATERIALS** 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 **INSURED**; 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**;
- (d) Any loss or damage or liability resulting from the **HAZARDOUS PROPERTIES** of **NUCLEAR MATERIALS** 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 **INSURED** is, or had this Policy 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;
- (e) Any loss 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 INSURED** resulting from the **HAZARDOUS PROPERTIES** of **NUCLEAR MATERIALS** and arising out of the operation of **NUCLEAR FACILITY** by any person or organization.

DEFINITIONS as used in this Exclusion:

- (1) **CONTAMINATION** means any unclean or unsafe or damaging or injurious or unhealthful condition arising out of the presence of **NUCLEAR MATERIALS, SPENT NUCLEAR FUEL or WASTE**, whether permanent or transient in any **ENVIRONMENT**.
 - (2) **ENVIRONMENT** includes any person, any real or personal property, animals, crops and vegetation, land including land under the building, 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 **INSURED**.
 - (3) **HAZARDOUS PROPERTIES** include radioactive, toxic or explosive properties.
 - (4) **NUCLEAR FACILITY** means:
 - (a) Any **NUCLEAR REACTOR**;
 - (b) 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**;
 - (c) Any equipment or device used for the processing, fabricating or alloying of **NUCLEAR MATERIALS** in the custody of the **INSURED** at the premises where such equipment or device is located;
 - (d) 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.
 - (5) **NUCLEAR MATERIALS** means source material, special nuclear material, by-product material and have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.
 - (6) **NUCLEAR REACTOR** means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.
 - (7) **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**.
 - (8) **WASTE** means any waste material (1) containing by-product 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**;
- J.** Any loss, damage, cost, **CLAIM**, expense, **BODILY INJURY** or liability of whatsoever nature directly or indirectly caused by, resulting from or in any way involving **FUNGAL PATHOGENS**. This exclusion shall apply regardless of any other cause or event that contributes concurrently or in sequence to the loss, damage, cost, **CLAIM**, expense, **BODILY INJURY** or liability.

This exclusion shall not apply to:

- (a) **Coverage Section I Property**; but only when such loss arises directly from a peril not otherwise

excluded under **Coverage Section I Property**;

- (b) **Coverage Section V Part A Excess Workers' Compensation for a Qualified Self-Insurer – Insuring Agreements**; but only when coverage for losses arising from **FUNGAL PATHOGENS** is required by law or regulation;
- (c) **Coverage Section II General Liability**; but only for **BODILY INJURY** or **PROPERTY DAMAGE** arising from the **NAMED INSURED'S** Food Products;

- K. Any **CLAIM** or allegation, including defense of same, arising directly or indirectly from any actual or alleged **SEXUAL ABUSE** of any person by any past, present or future officials, board or commission members, trustees, directors, officers, volunteer workers, or employees of the **NAMED INSURED**, or anyone to whom the **NAMED INSURED** is obligated by virtue of a written contract or agreement.

This exclusion also applies to any actual or alleged negligence or actual or alleged **WRONGFUL ACT** arising out of **SEXUAL ABUSE** including but not limited to negligent hiring, employment, training, investigation, supervision of any past, present or future official, board or commission member, trustee, director, employee, or volunteer worker, or anyone acting on behalf of any **INSURED** in respect of actual or alleged **SEXUAL ABUSE**. In addition, this exclusion applies to any actual or alleged negligence or actual or alleged **WRONGFUL ACT** arising out of **SEXUAL ABUSE** including but not limited to reporting to the proper authorities, or failure to so report; or retention of a person for whom any **INSURED** is or ever was legally responsible.

This exclusion does not apply to **Coverage Section X SEXUAL ABUSE Liability** only if a corresponding **Specific Excess Limit of Insurance** is stated in the **Schedule of Specific Excess Limits of Insurance**, and a **SELF INSURED RETENTION** is stated in the **Schedule of SELF INSURED RETENTIONS** under **Coverage Section X SEXUAL ABUSE Liability**;

- L. Any **CLAIM**, including defense of same, arising directly or indirectly from any actual or alleged **SEXUAL HARASSMENT** of any person by any past, present or future officials, board or commission members, trustees, directors, officers, volunteer workers, or employees of the **NAMED INSURED**, or anyone to whom the **NAMED INSURED** is obligated by virtue of a written contract or agreement; except as covered in **Coverage Section II General Liability – Insuring Agreement C. SEXUAL HARASSMENT Liability**, **Coverage Section IV Errors and Omissions Liability – Insuring Agreement C. SEXUAL HARASSMENT Liability**, and **Coverage Section VIII Law Enforcement Liability – Insuring Agreement C. SEXUAL HARASSMENT Liability**;

- M. Loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any **ACT OF TERRORISM**, and/or the threat thereof, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

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**.

This exclusion does not apply to **Coverage Section IX Terrorism** only if a corresponding **Specific Excess Limit of Insurance** is stated in the **Schedule of Specific Excess Limits of Insurance**, and a **SELF INSURED RETENTION** is stated in the **Schedule of SELF INSURED RETENTIONS** for the respective Coverage Subsections under **Coverage Section IX Terrorism**;

- N. Loss of, damage to, or loss of use of **PROPERTY OF THE INSURED**, **BODILY INJURY**, **PERSONAL INJURY** or **PROPERTY DAMAGE**, and any loss or **CLAIM** directly or indirectly caused by or arising out of:

- (a) Loss, theft, loss of use of, corruption, or inability to access or manipulate tangible or intangible **ELECTRONIC DATA** or paper data, whether owned by the **INSURED** or others, and including but not limited to any handheld or portable device with user-generated content;

- (b) Loss, theft, breach, publication, unauthorized access, disclosure or use, collection or disposal of any person's or organization's tangible or intangible **ELECTRONIC DATA** or paper data including but not limited to private, confidential or personal identifying information, medical, financial, employment, health and educational information which triggers any local, state or federal privacy regulations, as well as patents, trade secrets, processing methods or customer lists;
- (c) Any **CLAIM** for return or reimbursement of any sums or monetary value of any electronic fund transfers or transactions which is lost or diminished during the transfer, unless covered under the definition of **COMPUTER THEFT** under **Coverage Section VII Crime**;
- (d) Any threat or series of threats to commit an intentional act against a computer network or system for purposes of demanding money or other tangible or intangible value from the **INSURED**;
- (e) Cyberterrorism or any intrusive or disruptive activities against any computer system or network, or the explicit threat to use such activities with the intention to cause harm, by any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s), committed for political, religious or ideological purposes including the intention to influence any government and/or to put the public in fear for such purposes;

In no event will this insurance provide coverage for any breach notification; credit, identity and health monitoring and restoration costs; public relations costs; compliance audits, data requests, legal fees; and any local, state, federal or industry or professional organization's investigation, enforcement, remediation or monitoring costs and any fines, penalties, claims, proceedings or **SUITS** arising directly or indirectly from (a –e) above.

- O.** Loss, damage, cost or expense arising out of the failure of any **INSURED** to adequately supply gas, oil, water, electricity or steam;
- P.** Any liability arising out of the flooding, cracking, seepage, accidental discharge, partial or complete structural failure or over-topping of a **DAM** for which the **INSURED** is legally liable;
- Q.** Any liability arising out of any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity.

General Policy Definitions

1. **ACT OF TERRORISM** means an act, including the use of force or violence, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s), committed for political, religious or ideological purposes including the intention to influence any government and/or to put the public in fear for such purposes.
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;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning.
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. **DAM** means any artificial barrier, including, but not limited to, spillways, berms or reservoirs that have the ability to impound water for the purpose of storage and/or control of water that is greater than 25 feet in height with storage capacity of more than 15 acre-feet or greater than 6 feet in height with storage capacity of more than 50 acre-feet. **DAM** also means levees and any dam classified as high hazard.
6. **DEFENSE COSTS** means the expenses incurred for the investigation and defense of a **CLAIM**, **OCCURRENCE** or **SUIT**. However, the salaries, expense and administrative cost of the **INSURED** or the **THIRD PARTY CLAIMS ADMINISTRATOR** are not included within the meaning of **DEFENSE COSTS**.
7. **DISCOVERY** of any actual, attempted or pending alleged **SEXUAL ABUSE** shall exist when any of the **NAMED INSURED'S** officials, trustees, directors, officers, partners or any person that the **NAMED INSURED** has made responsible in an official capacity to prevent **SEXUAL ABUSE** has taken receipt, learned, or in the exercise of reasonable care should have known:
 - (a) Of any lawsuit alleging **SEXUAL ABUSE**; or
 - (b) Of any demand for money or services based upon alleged **SEXUAL ABUSE**; or
 - (c) Of any criminal investigation or prosecution alleging **SEXUAL ABUSE**; or
 - (d) Of any allegation by an alleged victim or by a parent or guardian of the alleged victim of **SEXUAL ABUSE**, whether the allegation is or is not accompanied by a demand for money or services; or
 - (e) Of any report from any other person alleging **SEXUAL ABUSE**, and a person or group designated by the **NAMED INSURED** to investigate the allegation has investigated and as a result of the investigation has recommended that any action of any kind be taken by or on behalf of the **NAMED INSURED** with respect either to the alleged **INSURED** or the alleged victim; or
 - (f) That the alleged **INSURED** has admitted to acts of **SEXUAL ABUSE**; or

- (g) That an act of **SEXUAL ABUSE** has been committed.
8. **EARTHQUAKE** means seismic geologic activity, which causes movement in the earth's surface including loss or damage from any other cause or event that contributes concurrently or in any sequence to the loss, except direct loss of or damage to **PROPERTY OF THE INSURED** caused by ensuing fire and/or explosion. If more than one **EARTHQUAKE** shock occurs within any period of 168 hours during the **PERIOD OF INSURANCE**, such **EARTHQUAKE** shock is deemed to be a single **EARTHQUAKE OCCURRENCE**.
9. **ELECTRONIC DATA** means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, cloud computing platforms, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
10. **EMPLOYEE BENEFIT PROGRAMS** means group life insurance, group accident or health insurance, pension plans, profit sharing plans, employee savings and investment plans, employee stock subscription plans, travel or vacation plans, workers' compensation, unemployment insurance, social security, disability benefits insurance, employee welfare benefit plans and welfare plans, and any other similar **EMPLOYEE BENEFIT PROGRAMS**.
11. **EMPLOYMENT PRACTICES 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, Retaliation, Libel, Slander, Defamation of Character, Harassment (other than **SEXUAL HARASSMENT**), including Violation of Civil Rights or Discrimination by the **INSURED**, which are employment related;
 - (d) Any act relating to the selection, supervision or dismissal of any **INSURED**.
12. **FLOOD AND SURFACE WATER** means:
- (a) Waves, surge, storm surge, and all other movement of tide or tidal waters; or
 - (b) The accumulation and movement of rain, melting snow or melting ice, including run-off; or
 - (c) The rising (including the overflowing or breaking of banks, boundaries, berms, retaining walls or levees) of any body of water; including but not limited to ponds, lakes, reservoirs, creeks, streams, rivers, bayous, canals, inlets, harbors, bays, seas, oceans, storm water drains and drainage ditches, viaducts, aqueducts, and other similar bodies of water; whether the bodies of water and their boundaries are man-made or naturally occurring; and whether or not the preceding (a), (b) or (c) is a result, direct or indirect, of any man-made, mechanical, natural, unnatural or catastrophic **OCCURRENCE**, happening, cause or event.
13. **FUNGAL PATHOGENS** means any fungus or mycota or any byproduct or type of infestation produced by such fungus or mycota, including but not limited to, mold, mildew, mycotoxins, spores or any biogenic aerosols.
14. **INCIDENTAL MEDICAL MALPRACTICE** means **BODILY INJURY** or **PERSONAL INJURY** arising out of the rendering of or failure to render emergency and/or first aid medical services which shall be understood to include, but not limited to, the dispensing of medication and/or the administering of inoculations and/or blood tests and the like (i.e. medicines/tests normally administered by a Healthcare Department that are preventative in nature and do not require advanced medical

diagnosis) but where there are no overnight stays in a medical facility.

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

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

15. **INSURED** means not only the **NAMED INSURED** as stated in the **Declarations**, but also includes any past, present or future officials; members of boards or commissions; and trustees, directors, officers, volunteers, employees or student teachers of the **NAMED INSURED** while acting within the scope of their duties as such. **INSURED** shall also mean any person, organization, trustee or estate to whom the **NAMED INSURED** is obligated by virtue of a written contract or written mutual aid agreement or other written agreement to provide insurance such as is offered by this Policy, but only in respect to acts or operations by or on behalf of the **NAMED INSURED**, and subject to the limitations on coverage contained in any such written contract or written mutual aid agreement or other written agreement.
16. **LAW ENFORCEMENT ACTIVITIES** means the activities of any **INSURED** while acting as a law enforcement official, officer, auxiliary officer, employee or volunteer of a law enforcement agency or department of the **NAMED INSURED**. **LAW ENFORCEMENT ACTIVITIES** does not include **EMPLOYMENT PRACTICES VIOLATIONS**.
17. **LOSS FUND**, if applicable, means the aggregate United States Dollar amount specified in the **Schedule of SELF INSURED RETENTIONS** to be paid by the **INSURED** for covered loss amounts incurred during the **PERIOD OF INSURANCE** within the **SELF INSURED RETENTION**.
18. **MAINTENANCE DEDUCTIBLE** means that United States Dollar amount specified in the **Schedule of SELF INSURED RETENTIONS** which the **INSURED** is obligated to pay of the **ULTIMATE NET LOSS** prior to the application of the applicable **SELF INSURED RETENTION**. The **MAINTENANCE DEDUCTIBLE** is not considered part of the **SELF INSURED RETENTION** and does not accrue to the exhaustion of the **LOSS FUND**.
19. **MEDICAL PAYMENTS** means reasonable expenses for first aid, medical, surgical, X-ray and dental services, ambulance, hospital, professional nursing and funeral services as are necessary as a result of an **OCCURRENCE** not otherwise excluded on account of **BODILY INJURY** provided the **MEDICAL PAYMENTS** are incurred within one year of the **OCCURRENCE**.
20. **MOBILE EQUIPMENT** means any of the following types of land vehicles, including any attached machinery or equipment:
- (a) Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - (b) Vehicles maintained for use solely on or next to premises the **INSURED** owns or rents;
 - (c) Vehicles that travel on crawler treads;
 - (d) Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

- (i) Power cranes, shovels, loaders, diggers or drills; or
 - (ii) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- (e) Vehicles not described in (a), (b), (c), or (d) above, that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
- (i) Air compressors, pumps and generators including spraying, welding, building, cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (ii) Cherry pickers and similar devices used to raise or lower workers;
- (f) Vehicles not described in (a), (b), (c), or (d) above, maintained primarily for purposes other than the transportation of persons or cargo.
21. **NAMED INSURED** means the person and/or organization first named in Item 1. of the **Declarations** of this Policy.
22. **NAMED WINDSTORM** means a storm system that has been declared a Tropical Depression, Tropical Storm or Hurricane by the National Hurricane Center of the National Oceanic and Atmospheric Administration. As regards a **NAMED WINDSTORM**, an **OCCURRENCE** shall mean all Windstorm or Hail losses and ensuing rain damage, sustained by the **INSURED** occurring during any period of 72 consecutive hours arising out of and directly occasioned by the **NAMED WINDSTORM**.
23. **OCCURRENCE** means the definition as stated in the respective Coverage Sections.
24. **PERIOD OF INSURANCE** means the length of time that the Policy is in force as stated in Item 3. of the **Declarations** as the Effective Date and Expiration Date.
25. **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 **Coverage Section VIII Law Enforcement Liability** only, **PERSONAL INJURY** also includes any injury (other than **BODILY INJURY** or **PROPERTY DAMAGE**) arising out of Discrimination or Violation of Civil Rights.
26. **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.
27. **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 INSURED**.
28. **PROPERTY OF THE INSURED** means all Real and Personal Property which is in the care, custody or control of the **INSURED** or which the **INSURED** owns or agrees to insure by any contractual agreement normal to its operation, including: leasehold improvements and betterments; Personal

Property in transit; Property in the course of construction, installation, repair, renovation and the like; **AUTOMOBILES; ACCOUNTS RECEIVABLE; DATA PROCESSING SYSTEMS; DATA PROCESSING MEDIA; FINE ARTS; VALUABLE PAPERS; and MOBILE EQUIPMENT.** However, **PROPERTY OF THE INSURED** does not include third party **AUTOMOBILES** left in the care, custody and control of the **INSURED**, as more fully described in **Coverage Section III AUTOMOBILE Liability – Insuring Agreement E. Garagekeeper’s Legal Liability.**

29. **RECOVERY** means all **CLAIMS, SUITS** or other causes of action that any **INSURED** has against any person or entity resulting from a covered loss; any right of subrogation, whether the **INSURED’S** or Underwriters’ resulting from a covered loss; and any rights that any **INSURED** has to the monetary value of any damaged Property, whether tangible or intangible, for which a **CLAIM** for total loss or damage is made under the Policy.

30. **SELF INSURED RETENTION** means that United States Dollar amount specified in the **Schedule of SELF INSURED RETENTIONS** which the **INSURED** is obligated to pay of the **ULTIMATE NET LOSS** for each **OCCURRENCE, ACCIDENT** or **CLAIM**, after the application of any applicable **MAINTENANCE DEDUCTIBLE**, and before the **Specific Excess Limit of Insurance** of this Policy responds to the same **OCCURRENCE, ACCIDENT** or **CLAIM**.

31. **SEXUAL ABUSE** means any actual, attempted or alleged criminal sexual conduct of a person by another person, or persons acting in concert, regardless if criminal charges or proceedings are brought, which causes physical injuries and/or mental anguish. **SEXUAL ABUSE** also includes actual, attempted or alleged: sexual molestation, sexual assault, sexual exploitation or sexual injury.

SEXUAL ABUSE includes any actual or alleged negligent hiring, employment, training, investigation, or supervision of any past, present or future official, board or commission member, trustee, director, employee, volunteer worker, or anyone acting on behalf of any **INSURED** in respect of actual or alleged **SEXUAL ABUSE**. **SEXUAL ABUSE** also includes reporting to the proper authorities, or failure to so report, or retention of a person for whom any **INSURED** is or ever was legally responsible, in respect of actual or alleged **SEXUAL ABUSE**.

But **SEXUAL ABUSE** does not include **SEXUAL HARASSMENT**.

32. **SEXUAL HARASSMENT** means any actual, attempted or alleged unwelcome sexual advances, requests for sexual favors or other verbal or physical conduct of a sexual nature of a person by another person, or persons acting in concert, which causes mental anguish:

But **SEXUAL HARASSMENT** does not include **SEXUAL ABUSE**.

33. **SUBLIMIT** means the maximum amount of **ULTIMATE NET LOSS** as specified in the **Schedule of Specific Excess Limits of Insurance** that may be attributable to an Insuring Agreement or a Coverage Subsection for any one **OCCURRENCE, ACCIDENT** or **CLAIM**. **SUBLIMITS** and any Aggregate Limits applicable to them are part of, and not in addition to, the **SELF INSURED RETENTION, Specific Excess Limit of Insurance** and Annual Aggregate Limit for the Coverage Section which they are a part of. Where a **SUBLIMIT** is specified as being ground up in the **Schedule of Specific Excess Limits of Insurance**, such **SUBLIMIT** is inclusive of, and may be contained within, the **SELF INSURED RETENTION**. Ground up **SUBLIMIT** payments within the **SELF INSURED RETENTION** shall contribute to the erosion of the **LOSS FUND**, if applicable, and will form part of the overall **ULTIMATE NET LOSS** for the **OCCURRENCE** or **CLAIM**.

34. **SUIT** means a civil proceeding in which injuries or damages are alleged. **SUIT** includes:

(a) An arbitration proceeding in which such damages are claimed and to which the **INSURED** submits with Underwriters’ consent; or

(b) Any other alternative dispute resolution proceeding in which such damages are claimed and to which the **INSURED** submits with Underwriters’ consent.

35. **THIRD PARTY CLAIM ADMINISTRATOR** means a duly qualified and competent firm that administers on behalf of the **INSURED** all **CLAIMS** under this Policy, which shall include **CLAIMS** processing, adjustment, field investigation, data collection and reporting duties, including **LOSS FUND** tracking if a limit is stated in the **Declarations** under **Excess LOSS FUND Protection**, in accordance with all statutory and regulatory standards and in accordance with all accepted industry standards and practices.
36. **ULTIMATE NET LOSS** means the total sum which the **INSURED** is obligated to pay because of loss or damage covered under any Coverage Section of this Policy, either through adjudication or compromise, after first making proper deductions for all subrogation, **RECOVERY(IES)** and salvages.

ULTIMATE NET LOSS also includes:

- (a) Premium on attachment, appeal or similar bonds (but without any obligation on the part of Underwriters to apply for or furnish such bonds); or
- (b) Expenses of lawyers, private investigators and other persons for litigation, settlement, adjustment and investigation of **CLAIMS** and **SUITS** which are paid as a consequence of any loss or damage covered hereunder.

However, the **ULTIMATE NET LOSS** does not include:

- (a) Any costs, fees and other expenses incurred by the **INSURED** for litigation, settlement, adjustment and investigation of **CLAIMS** or **SUITS** for any loss or damage not covered under any Coverage Section of this Policy;
- (b) Payment for any judgments or acts deemed uninsurable by law;
- (c) Contractual fees paid to the **THIRD PARTY CLAIMS ADMINISTRATOR** by the **INSURED** for services rendered in administering, investigating or settlement of any **CLAIM** for loss or damage;
- (d) Payments, including salaries and expenses, to any employee or official of the **INSURED** for services rendered in administering any **CLAIM** for loss or damage; or
- (e) Expenses incurred by the **INSURED** or the **THIRD PARTY CLAIMS ADMINISTRATOR** in the hiring of experts or other specialists to establish the existence or value of a covered **CLAIM** or **OCCURRENCE** unless specifically provided for in the Policy or agreed to in advance by Underwriters; or
- (f) Any costs, fees and other expenses incurred by the **INSURED** for attorneys or lawyers hired or employed by the **INSURED** to administer or adjust claims.

Underwriters are liable only for the **ULTIMATE NET LOSS** in excess of the applicable **MAINTENANCE DEDUCTIBLE** and **SELF INSURED RETENTION**, and not more than the **Specific Excess Limit of Insurance**. Underwriters' duty to indemnify ends when the applicable **Specific Excess Limit of Insurance** is exhausted by the payment of the **ULTIMATE NET LOSS**.

37. **UNMANNED AIRCRAFT** means an aircraft that is not designed, manufactured or modified after manufacture to be controlled directly by a person from within or on the aircraft.
38. **WRONGFUL ACT** means any actual or alleged error or mis-statement, omission, act or neglect or breach of duty due to misfeasance, malfeasance, and non-feasance, Discrimination, and Violation of Civil Rights by the **INSURED**.

Coverage Section I Property

Coverage Section I Property – Insuring Agreements

Coverage is provided for one or more of the Coverage Subsections in this Coverage Section only if a corresponding **Specific Excess Limit of Insurance** is stated in the **Schedule of Specific Excess Limits of Insurance**.

If direct physical loss or damage insured hereunder is caused by or results from the Perils of **FLOOD AND SURFACE WATER, EARTHQUAKE** or **NAMED WINDSTORM**, coverage under the following Coverage Subsections is further subject to the terms as specified within the definition of each Peril respectively.

- A. PROPERTY OF THE INSURED** (except **AUTOMOBILES** and **PROPERTY OF THE INSURED** in transit): Underwriters agree, subject to the Policy limitations, terms and conditions to indemnify the **INSURED** for direct physical loss or damage to **PROPERTY OF THE INSURED**, wherever located and identified in Schedule of Locations on file with Underwriters, unless provided for by **Coverage Section I Property – Condition 8. Automatic Acquisition Clause**, arising out of an **OCCURRENCE** first occurring during the **PERIOD OF INSURANCE**.
- B. AUTOMOBILE Physical Damage**: Underwriters agree, subject to the Policy limitations, terms and conditions, to indemnify the **INSURED** for direct physical loss or damage to **AUTOMOBILES** owned by the **INSURED** or for which the **INSURED** has an obligation to provide insurance, wherever located, arising out of an **OCCURRENCE** first occurring during the **PERIOD OF INSURANCE**.
- C. EXTRA EXPENSE**: Underwriters agree, subject to the Policy limitations, terms and conditions, to indemnify the **INSURED** for **EXTRA EXPENSE**, due to the necessary suspension of **OPERATIONS** during the **PERIOD OF RESTORATION**. The suspension must be caused by direct physical loss or damage insured hereunder, arising out of an **OCCURRENCE** occurring during the **PERIOD OF INSURANCE** to the **PROPERTY OF THE INSURED** at the premises described in the Schedule of Locations on file with Underwriters, which necessitates the incurrence of **EXTRA EXPENSE**. Underwriters will be liable for this **EXTRA EXPENSE**, not exceeding the actual loss sustained, and not exceeding such length of time, hereinafter referred to as the **PERIOD OF RESTORATION**.

This coverage also includes loss to **DATA PROCESSING** when (1) the premises in which the property is located is so damaged as to prevent access to such property or (2) as a direct result of a Peril insured against, the air conditioning system or electrical system necessary for the operation of the **DATA PROCESSING SYSTEMS** is so damaged as to reduce or suspend the **INSURED'S** ability to actually perform the operations normally performed by the **DATA PROCESSING SYSTEMS**. **EXTRA EXPENSE** for **DATA PROCESSING** includes the expense of using other property or facilities of other concerns or other necessary emergency expenses.

Interruption by Civil Authority: Coverage hereunder is extended to include actual loss sustained when access to the damaged premises is prohibited by order of civil authority as a direct result of the covered direct physical loss or damage.

- D. Transit**: Underwriters agree, subject to the Policy limitations, terms and conditions, to indemnify the **INSURED** for direct physical loss or damage to **PROPERTY OF THE INSURED**, or property held by the **INSURED** in trust or on commission or in the care, custody or control of the **INSURED** or for which the **INSURED** may be held legally liable, while in due course of transit, arising out of an **OCCURRENCE** occurring during the **PERIOD OF INSURANCE** (including general average and salvage charges on shipments covered while waterborne).

The **INSURED** may accept ordinary Bills of Lading or receipts insured by carriers including those containing released and/or partially released value provisions, but the **INSURED** shall not agree to release carriers from their common law or statutory liability.

- E. **BUSINESS INTERRUPTION:** Underwriters agree, subject to the Policy limitations, terms and conditions, to indemnify the **INSURED** for the actual loss sustained of **BUSINESS INCOME** and **RENTAL VALUE** due to the necessary suspension of **OPERATIONS** during, and not to exceed, the **PERIOD OF RESTORATION**. The suspension must be caused by direct physical loss or damage insured hereunder, arising out of an **OCCURRENCE** occurring during the **PERIOD OF INSURANCE** to the **PROPERTY OF THE INSURED** at the premises described in the Schedule of Locations on file with Underwriters.

Interruption by Civil Authority: Coverage hereunder is extended to include actual loss sustained when access to the damaged premises is prohibited by order of civil authority as a direct result of the covered direct physical loss or damage.

BUSINESS INCOME: If the necessary suspension of the **INSURED'S OPERATIONS** produces a loss of **BUSINESS INCOME** payable under this Policy, Underwriters will indemnify the **INSURED** for the actual loss of **BUSINESS INCOME** incurred during the **PERIOD OF RESTORATION** that would have existed if no direct physical loss or damage had occurred.

RENTAL VALUES: If the necessary suspension of the **INSURED'S OPERATIONS** produces a loss of **RENTAL VALUES** payable under this Policy, Underwriters will indemnify the **INSURED** for the actual loss of **RENTAL VALUES** incurred during the **PERIOD OF RESTORATION** and up to 90 consecutive days thereafter, that would have existed if no direct physical loss or damage had occurred.

Coverage Section I Property – Specific Excess Limits of Insurance

Underwriters' **Specific Excess Limit of Insurance** per **OCCURRENCE** for **Coverage Section I Property** is limited to, and not to exceed, the **Specific Excess Limits of Insurance** as stated in the **Schedule of Specific Excess Limits of Insurance** over the **SELF INSURED RETENTION**, as stated in the **Schedule of SELF INSURED RETENTIONS**.

If an Annual Aggregate applies to any coverage under this **Coverage Section I Property**, the total Aggregate **Excess Limit of Insurance** for such coverage under this Coverage Section combined during the **PERIOD OF INSURANCE** shall not exceed the Annual Aggregate limit as stated in the applicable Coverage Section of the **Schedule of Specific Excess Limits of Insurance**.

Coverage Section I Property – Conditions

Amounts paid by Underwriters under any of the following clauses are part of, and not in addition to, the **Specific Excess Limit of Insurance** per **OCCURRENCE** for **Coverage Section I Property** as stated in the **Schedule of Specific Excess Limits of Insurance** in the **Declarations** including any applicable Annual Aggregate.

1. Valuation:

- (a) **PROPERTY OF THE INSURED (except ACCOUNTS RECEIVABLE, AUTOMOBILES, DATA PROCESSING, FINE ARTS, MOBILE EQUIPMENT AND VALUABLE PAPERS):**

Underwriters will indemnify the **INSURED** for loss or damage based on the lesser of the cost to repair, rebuild or replace the destroyed or damaged property in a condition equal to, but not superior to, or more extensive, than its condition when new, provided that the **INSURED** has commenced repairs, rebuilding, or replacement within two years of the date of loss or damage; and subject to the following conditions:

If damaged or destroyed **PROPERTY OF THE INSURED** is not repaired, rebuilt or replaced within two years after loss or damage, Underwriters shall not be liable for any amount to repair,

rebuild, or replace in excess of the **ACTUAL CASH VALUE** of the property damaged or destroyed.

The **INSURED** may, at its discretion, elect to apply any **RECOVERY** for rebuilding or replacement due under this Coverage Section towards a new capital expenditure provided that:

- i. The new capital expenditure is made within two years of the date of loss or damage;
- ii. The new capital expenditure is in lieu of, and not in addition to, the Real or Personal Property damaged; and
- iii. The actual cost of the new capital expenditure is equal to, or greater than, the cost to rebuild or replace the Real or Personal Property damaged.

If the **INSURED** decides to replace destroyed or damaged property on another site, cost of such site is not included.

(b) **ACCOUNTS RECEIVABLE:** Underwriters will indemnify the **INSURED** for actual loss sustained for sums due the **INSURED**, including the expenses reasonably incurred in re-establishing the records of **ACCOUNTS RECEIVABLE:**

i. When there is proof that a covered loss has occurred, but the **INSURED** cannot accurately establish the total amount of **ACCOUNTS RECEIVABLE** outstanding as of the date of such loss, such amount shall be based on the **INSURED'S** monthly statements and shall be computed as follows:

- (1) Determine the total of the average monthly amounts of **ACCOUNTS RECEIVABLE** at the end of the 12 months immediately preceding the month in which the loss or damage occurs;
- (2) Adjust that total for any normal fluctuations in the amount of **ACCOUNTS RECEIVABLE** for the month in which the loss or damage occurred or for any demonstrated variance from the average for that month.

ii. There shall be deducted from the total amount of **ACCOUNTS RECEIVABLE**, however established:

- (1) The amount of accounts not lost or damaged;
- (2) The amount of the accounts the **INSURED** is able to collect or re-establish;
- (3) An amount to allow for probable bad debts that the **INSURED** is normally unable to collect;
- (4) All unearned interest and services charges.

(c) **AUTOMOBILE:** Underwriters will indemnify the **INSURED** based on the lesser of the cost to repair the **AUTOMOBILE**, or the **ACTUAL CASH VALUE** of the **AUTOMOBILE** at the time of loss; including the cost to rent a vehicle of like kind during the period of repair up to a maximum of 30 days, unless agreed to in advance by Underwriters.

(d) **DATA PROCESSING:** Underwriters will indemnify the **INSURED** for:

i. **DATA PROCESSING SYSTEMS** based upon the lesser of the actual cost to replace or repair the property. If the property is replaced, based upon the most closely equivalent property available similar in kind and function to that insured hereunder.

- ii. **DATA PROCESSING MEDIA** based upon the lesser of the actual cost to replace, repair or reproduce the property, or if not replaced, repaired or reproduced, the blank hardware value of the **DATA PROCESSING MEDIA**. If the property is replaced, based upon the most closely equivalent property available similar in kind and function to that insured hereunder.
- (e) **FINE ARTS**: Underwriters will indemnify the **INSURED** based on the lesser of the cost to repair the property, or if not repairable the replacement cost, or if not replaceable the appraised or market value.
- (f) **MOBILE EQUIPMENT**: Underwriters will indemnify the **INSURED** for loss or damage based on the lesser of the cost to repair, rebuild or replace the destroyed or damaged property in a condition equal to, but not superior to, or more extensive, than its condition when new.
- (g) **VALUABLE PAPERS**: Underwriters will indemnify the **INSURED** based on the lesser of the cost to replace, repair or reproduce the property with other of like kind, or if not replaced, repaired or reproduced the blank value of the **VALUABLE PAPERS**.
- (h) **Vacant Buildings**: Underwriters will indemnify the **INSURED** based on the lesser of the cost to repair a covered building or the **ACTUAL CASH VALUE** of a covered building that has been vacant for a period of more than 90 consecutive days at the time of loss.

Vacant means a covered building that is abandoned.

A covered building that is unoccupied is not considered vacant. A covered building is considered unoccupied when the building contains contents to conduct the **INSURED'S** customary operations, but such operations are temporarily suspended.

A covered building under construction or renovation is not considered vacant.

- (i) **BUSINESS INTERRUPTION**: Underwriters will indemnify the **INSURED** for the amount of **BUSINESS INCOME** or **RENTAL VALUES** loss based on:
 - i. The Net Income of the business before the direct physical loss or damage occurred;
 - ii. The likely Net Income of the business if no loss or damage occurred;
 - iii. The operating expenses including payroll expenses, necessary to resume **OPERATIONS** with the same quality of service that would have existed if no direct physical loss or damage occurred; and
 - iv. Other relevant sources of information including:
 - (1) Financial records and accounting procedures;
 - (2) Bills, invoices, and other vouchers;
 - (3) Deeds, liens or contracts.

- 2. **Expense to Reduce or Prevent Loss**: Underwriters will indemnify the **INSURED** for expenses necessarily incurred to reduce or prevent any loss covered under this Policy, not exceeding, however, the amount by which the loss under this insurance is thereby reduced.

As respects Coverage Section I Property – Insuring Agreement E. BUSINESS INTERRUPTION only, if there is a loss of **BUSINESS INCOME** or **RENTAL VALUES**, Underwriters will indemnify the **INSURED** for expenses necessarily incurred to reduce further loss of **BUSINESS INCOME** or **RENTAL VALUES**. The total payment for **BUSINESS INCOME** or **RENTAL VALUES** loss and expense to reduce loss will not be more than the **BUSINESS INCOME** or **RENTAL VALUES** loss

that would have been payable under this coverage if the expenses to reduce loss had not been incurred.

3. **Debris Removal:** In the event of a direct physical loss or damage to the property covered under this Policy, Underwriters will indemnify the **INSURED** for expenses incurred in removal of debris, and the cost of clean-up (other than **POLLUTANTS**) of the destroyed or damaged **PROPERTY OF THE INSURED**, from the premises of the **INSURED**.
4. **Asbestos and Lead Clean Up and Removal:** Notwithstanding **General Policy Exclusion F** in this Policy, Underwriters agree to extend **Coverage Section I Property** to cover expense to remove damaged asbestos or lead from any structure due to the enforcement of any law or ordinance regulating asbestos or lead, when the asbestos or lead is itself damaged by a Peril not otherwise excluded under this Policy, and then only to the extent of such damage.
5. **Architects' and Engineers' Fees:** This Policy covers the additional assessment involving architects' and engineers' fees for consultations arising from losses resulting from a Peril not otherwise excluded under this Policy.
6. **Civil Authority Clause:** Notwithstanding anything contained in this Policy, property which is insured under this Policy 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 or destruction is caused or contributed to by war (including undeclared or civil war), 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), insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these. This coverage includes damage or destruction by civil authority during a conflagration, and for the purpose of retarding the same, if caused by terrorists or secretly by a foreign enemy or agent of any government or sovereign power, when not in connection with the operations of armed forces in or against the country where the described location is situated.
7. **Ordinance Deficiency Clause:** If Building property is damaged or destroyed by Perils not otherwise excluded under this Policy, Underwriters shall be liable for the increased cost to repair or reconstruct that Building property, including the undamaged part of that Building property, but only when the increased cost is a consequence of enforcement of any federal, state or municipal law, ordinance or code which necessitates such increased cost to repair or reconstruct to meet the minimum of such requirements. If demolition is required to comply with such enforcement, Underwriters shall also be liable for such additional cost, including the cost to demolish and clear undamaged parts of the Building property. Underwriters will not pay such increased cost to repair or reconstruct if the Building property is not repaired or reconstructed.
8. **Automatic Acquisition Clause:** This insurance is automatically extended to cover additional property and/or interests of the **INSURED**, usual and/or incidental to the operations of the **INSURED**, when newly acquired property values do not exceed the Newly Acquired Property Reporting Limit stated in the **Schedule of Specific Excess Limits of Insurance**, and which are acquired, or for which the **INSURED** becomes legally liable, during the **PERIOD OF INSURANCE** under this Policy.

This Policy is further extended to cover additional property and/or interests of the **INSURED**, usual and/or incidental to the operations of the **INSURED**, when newly acquired property values exceed the Newly Acquired Property Reporting Limit stated in the **Schedule of Specific Excess Limits of Insurance**, provided the **INSURED** reports details of said property and/or interests to Underwriters for premium consideration within 90 consecutive days from the date the **INSURED** acquires or becomes legally liable for the property provided that the property is acquired or for which the **INSURED** becomes legally liable during the **PERIOD OF INSURANCE** under this Policy.

9. **Unintentional Errors and Omissions:** The property insured under this Policy, and its insured value, is the property and values shown on the Schedule of Locations on file with Underwriters, as submitted by the **INSURED** prior to the inception of this Policy.

If any **PROPERTY OF THE INSURED** is omitted or undervalued because of negligence, error or oversight of the **INSURED**, Underwriters will accept that property provided it is usual or incidental to the **INSURED'S** operations. Such omission will not prejudice the **INSURED'S** right of **RECOVERY** under this Policy; except that for any **PROPERTY OF THE INSURED** unintentionally omitted from the Schedule of Locations on file with Underwriters, Underwriters shall not be liable for any amount to repair, rebuild, or replace in excess of the **ACTUAL CASH VALUE** of the property until payment of any applicable additional premium for the **PERIOD OF INSURANCE** that the **PROPERTY OF THE INSURED** was unintentionally omitted from the Schedule of Locations on file with Underwriters by the **INSURED**, as calculated by Underwriters, has been paid. Upon receipt of payment of the additional premium by Underwriters, the liability of Underwriters will revert to its liability as outlined in **Coverage Section I Property – Condition 1.(a)**. The **INSURED** agrees to report to Underwriters any omission of property as soon as practicable after omission becomes known by the **INSURED**.

10. Joint Loss Clause: In the event of damage to or destruction of property, at a location designated in this Policy and also designated in a boiler and machinery insurance policy and there is a disagreement between the insurers with respect to:

- (a) Whether such damage or destruction was caused by a Peril insured against by this Policy or by an accident insured against by such boiler and machinery insurance Policy; or
- (b) The extent of participation of this Policy and of such boiler and machinery insurance policy in a loss which is insured against, partially or wholly, by any or all policies.

Underwriters shall, upon written request of the **NAMED INSURED**, pay to the **NAMED INSURED** one-half of the amount of loss which is in disagreement, but in no event more than Underwriters would have paid if there had been no boiler and machinery insurance Policy in effect, subject to the following conditions:

- i. The amount of the loss which is in disagreement after making provisions for any undisputed **CLAIMS** payable under the said policies and after the amount of loss is agreed upon by the **INSURED** and the insurers, is limited to the minimum amount remaining payable by any or all policies;
- ii. The boiler and machinery insurer shall simultaneously pay to the **INSURED** one-half of said amount which is in disagreement;
- iii. The payments by the insurers hereunder and acceptance of the same by the **INSURED** signify the agreement of the insurers to submit to and proceed with arbitration within 90 consecutive days of such payments. The arbitrators shall be three in number, one of which shall be appointed by the boiler and machinery insurer and one of whom shall be appointed by Underwriters hereon and the third appointed by consent of the other two arbitrators, the decision by the arbitrators shall be binding on the insurers and that judgment upon such award may be entered in any court of competent jurisdiction;
- iv. The **INSURED** agrees to cooperate in connection with such arbitration but not to intervene within;
- v. The provisions of this clause shall not apply unless such other Policy issued by the boiler and machinery insurance company contains a similar clause or is similarly endorsed;
- vi. Acceptance by the **INSURED** of sums paid pursuant to the provisions of this clause including an arbitration award, shall not operate to alter, waive, surrender or in any way affect the rights of the **INSURED** against any of the insurers.

11. Resumption of Operations:

- (a) As respects **Coverage Section I Property – Insuring Agreement C. EXTRA EXPENSE**, it is a condition of this Policy that as soon as practical, the **INSURED** will resume **NORMAL** business operations and dispense with **EXTRA EXPENSE**.
- (b) As respects **Coverage Section I Property – Insuring Agreement E. BUSINESS INTERRUPTION**, Underwriters will reduce the amount of the **INSURED'S BUSINESS INCOME** or **RENTAL VALUES** loss to the extent the **INSURED** can resume **OPERATIONS**, with reasonable speed, in whole or in part, by using damaged or undamaged property at the described scheduled premises or elsewhere.

If the **INSURED** does not resume **OPERATIONS** with reasonable speed or does not resume **OPERATIONS** in whole or in part, Underwriters will indemnify the **INSURED** for a **BUSINESS INCOME** or **RENTAL VALUES** loss based on the length of time it would have taken to resume **OPERATIONS** with reasonable speed, or to resume **OPERATIONS** in whole or in part.

Coverage Section I Property – Exclusions

In addition to the General Exclusions of this Policy, this Coverage Section does not insure against:

- A. Any loss or **CLAIM** for damages, whether direct or consequential, or for any cause of action which is covered under any other Coverage Section of this Policy, whether or not a limit is stated in the **Schedule of Specific Excess Limits of Insurance**;
- B. Loss by moth, termite, or other insect(s); by vermin; by wear or tear; by rust, erosion, corrosion or other gradual deterioration; or by wet rot, dry rot or **FUNGAL PATHOGEN**, unless a loss from a peril not otherwise excluded ensues, and then only for direct loss or damage caused by such peril;
- C. Loss as a result of lack of proper maintenance;
- D. Loss of use (except as respects **Coverage Section I Property – Insuring Agreement B. AUTOMOBILE Physical Damage and C. EXTRA EXPENSE** and **Coverage Section I Property – Conditions 1.(f) MOBILE EQUIPMENT**), delay or loss of markets;
- E. Direct loss by breakdown of machinery and/or explosion of steam boilers, steam pipes, steam engines or steam turbines, unless a loss from a peril not otherwise excluded ensues, and then only for direct loss or damage caused by such peril. This exclusion does not apply to loss or damage caused by or resulting from the explosion of gases or fuel within the furnace of any fired vessel or within the flues or passages through which the gases of combustion pass;
- F. Loss of electrical appliances or devices of any kind, including wiring, arising from electrical injury or disturbance to the said electrical appliances or devices or wiring from artificially generated electrical current unless fire and/or explosion ensues, and then only for direct loss or damage caused by such ensuing fire and/or explosion, except as may be covered under **DATA PROCESSING**;
- G. Loss resulting from variation of humidity or temperature, shrinkage, evaporation, loss of weight or leakage in respect of a temperature controlled environment: unless a loss from a peril not otherwise excluded ensues, and then only for direct loss or damage caused by such peril;
- H. Loss by normal settling, normal shrinkage, or expansion of foundations, floors or ceilings;
- I. Inventory shortage, mysterious disappearances or loss resulting from any kind of infidelity or dishonesty on the part of the **INSURED** or any employees; whether alone or in collusion with others;
- J. Penalties for non-completion or delay as respects property in course of construction or undergoing

renovation;

- K. Loss by mechanical derangement, inherent defect or latent defect; unless a loss from a peril not otherwise excluded ensues, and then only for direct loss or damage caused solely by such ensuing peril;
- L. Loss resulting from processing or faulty workmanship with regard to all Property, unless a loss from a peril not otherwise excluded ensues, and then only for direct loss or damage caused solely by such ensuing peril;
- M. Loss of or damage to animals;
- N. Loss of or damage to aircraft including **UNMANNED AIRCRAFT**;
- O. Loss of or damage to watercraft over 50 feet;
- P. Loss of or damage to standing timber, growing crops, land and land value;
- Q. Loss of or damage to accounts, bills, currency, money, notes, securities, deeds, evidences of debts;
- R. Loss of or damage to underground pipes, sewers, flues and drains outside of the covered building, unless as otherwise listed on the Schedule of Locations on file with Underwriters;
- S. Loss of or damage to **ACCOUNTS RECEIVABLE** due to electrical or magnetic injury, disturbance or erasure of electronic recordings, except by lightning, or as covered under **DATA PROCESSING**;
- T. Loss of or damage to:
 - (a) **DATA PROCESSING MEDIA** due to electrical or magnetic injury, disturbance or erasure of electronic recordings, except by lightning;
 - (b) **DATA PROCESSING SYSTEMS** and **DATA PROCESSING MEDIA** due to dryness or dampness of atmosphere, extremes of temperature, corrosion, rust unless directly resulting from physical damage to the **DATA PROCESSING SYSTEM'S** air conditioning facilities caused by a Peril not otherwise excluded hereunder directly resulting therefrom;
 - (c) **DATA PROCESSING SYSTEMS** and **DATA PROCESSING MEDIA** due to loss of or damage to **DATA PROCESSING MEDIA** for accounts, bills, evidences of debt, **VALUABLE PAPERS**, records, abstracts, deeds, manuscripts or other documents, except as they may be converted to **DATA PROCESSING MEDIA** form, and then only in that form; or
 - (d) **DATA PROCESSING SYSTEMS** and **DATA PROCESSING MEDIA** due to loss or damage caused by error in machine programming or instructions to machine;
- U. Loss of or damage to electrical transmission and distribution lines outside of a covered building, unless as otherwise listed on the Schedule of Locations on file with Underwriters;
- V. Loss due to or resulting from **FLOOD AND SURFACE WATER** for any Property in Flood Zone A, Zone AO, Zone AH, Zones A1-A30, Zone AE, Zone A99, Zone AR, Zone AR/AE, Zone AR/AO, Zone AR/A1-A30, Zone AR/A, Zone V, Zone VE, and Zones V1-V30 or to any other Flood Zone with a designation that begins with the letter A or V;
- W. Direct loss due to freeze as result of any intentional or negligent failure to:
 - (a) Properly and sufficiently maintain heat in any unoccupied or vacant building or property, regardless of the length of or reason for any unoccupancy or vacancy, in accordance with all applicable standards or guidelines; or

- (b) Properly and sufficiently protect machinery, pipes, other systems and/or equipment in accordance with all applicable standards, guidelines or manufacturer's instructions;
- X.** Loss due to or resulting from Mine Subsidence, but not to exclude **EARTHQUAKE**;
- Y.** As respects **Coverage Section I Property – Insuring Agreement C. EXTRA EXPENSES** and **Insuring Agreement E. BUSINESS INTERRUPTION**:
- (a) The suspension, lapse or cancellation of any lease, license, contract or order beyond the **PERIOD OF RESTORATION**;
- (b) Interference at premises by strikers or other persons with the rebuilding, repairing or replacing of the property damaged or destroyed, or with the resumption or continuation of business;
- (c) Any other consequential loss;
- Z.** As respects **Coverage Section I Property – Insuring Agreement C. EXTRA EXPENSES** only:
- (a) Loss of income, profits or earnings;
- (b) The cost of repairing or replacing any of the Real or Personal Property covered hereunder, or the cost of research or other expense necessary to replace or restore damaged or destroyed books of account, abstracts, drawings, card index systems or other records (including film, tape, disc, drum, cell or other magnetic recordings or **DATA PROCESSING MEDIA**), that have been damaged or destroyed by the Perils insured against, except cost in excess of the normal cost of such repair, replacement or restoration necessarily incurred for the purpose of reducing loss under this Policy. In no event shall such excess cost exceed the amount by which the total **EXTRA EXPENSE** loss otherwise payable under this Policy is thereby reduced;
- (c) Loss resulting from theft of any property which at the time of loss is not an integral part of a building or structure (except direct loss by pillage and looting occurring during and at the immediate place or a riot or civil commotion), unless loss by a Peril covered under this Policy ensues from theft or attempted theft, and then Underwriters are liable for only such ensuing loss;
- AA.** As respects **Coverage Section I Property – Insuring Agreement D. Transit** only:
- (a) Shrinkage, evaporation, loss of weight, leakage, breakage of glass or other fragile articles, marring, scratching, exposure to light, or change in color, texture or flavor, unless such loss is caused by a Peril not otherwise excluded in this Policy;
- (b) Loss caused by or resulting from misappropriation, conversion, infidelity or any dishonest act on the part of the **INSURED** or other party of interest, or employees or agents or others to whom the property may be delivered or entrusted (carriers for hire excepted);
- (c) Loss caused by breakdown or derangement of refrigerating units;
- (d) Shipments by mail after delivery into the custody of any governmental postal service;
- BB.** As respects **Coverage Section I Property – Insuring Agreement E. BUSINESS INTERRUPTION** only:
- (a) Enforcement of any local or state ordinance or law regulating the construction, repair or demolition of buildings or structures.

Coverage Section I Property – Definitions

1. **ACCOUNTS RECEIVABLE** means the sums due the **INSURED** from customers; interest charges on any loan to offset impaired collections pending repayment of such sums; collection expense in excess of normal collection cost.
2. **ACTUAL CASH VALUE** means the present day value of the cost to repair, rebuild, or replace property at the time of loss after first deducting for any physical wear and tear, and obsolescence of the property.
3. **BUSINESS INCOME** means the:
 - (a) Net Income (Net Profit or Loss before income taxes) that would have been earned or incurred; and
 - (b) Continuing normal operating expenses incurred, including payroll.
4. **BUSINESS INTERRUPTION** means the loss sustained during the suspension of **OPERATIONS** as a result of direct physical damage to the property insured.
5. **DATA PROCESSING** means the **DATA PROCESSING SYSTEMS** and **DATA PROCESSING MEDIA** owned, leased or rented, or under the control of the **INSURED** or for which the **INSURED** is liable.
6. **DATA PROCESSING MEDIA** means the recording or storage devices such as films, tapes, discs, drums or cells, used with **DATA PROCESSING SYSTEMS**.
7. **DATA PROCESSING SYSTEMS** means the electronic equipment and its component parts used in the **INSURED'S DATA PROCESSING** operations.
8. **EXTRA EXPENSE** means the excess (if any) of the total cost incurred during the **PERIOD OF RESTORATION** chargeable to the continuance of the **INSURED'S** operations, over and above the total cost that would normally have been incurred to conduct those operations during the same period had there been no direct physical loss or damage to the property.

Any salvage value of property obtained for temporary use during the **PERIOD OF RESTORATION** which remains after resumption of **NORMAL** operations, will be taken into consideration in the adjustment of any loss incurred.
9. **FINE ARTS** means paintings, etchings, pictures, tapestries, and other bona fide works of art including but not limited to statuary, marbles, bronzes, antique furniture, rare books, antique silver, rare manuscripts, porcelains, rare glass, and bric-a-brac of rarity, historical value or artistic merit.
10. **NORMAL** means the condition that would have existed had no loss occurred.
11. **OCCURRENCE** means an accident or accidental happening or accidental event or a series of related accidents or accidental happenings or accidental events involving one or more **INSUREDS** which results in a direct physical damage or loss to the **PROPERTY OF THE INSURED** that is both unexpected and unintended by the **INSURED(S)**. Only one Policy, one **SELF INSURED RETENTION**, and one **Specific Excess Limit of Insurance** is applicable to any one **OCCURRENCE**.
12. **OPERATIONS** means:
 - (a) The **INSURED'S** business activities occurring at the scheduled premises; and
 - (b) The tenantability of the scheduled premises.

13. PERIOD OF RESTORATION means the period of time that:

- (a) Begins after a direct physical loss or damage to the **PROPERTY OF THE INSURED**; and
- (b) Ends the earlier of:
 - (i) The date when the property or such part of property that was damaged or destroyed at the Schedule of Locations on file with Underwriters is repaired, rebuilt or replaced with reasonable speed or similar quality; or
 - (ii) The date when the property or such part of property that was damaged or destroyed could have been repaired, rebuilt or replaced with the exercise of due diligence; or
 - (iii) The date when business is resumed at a new permanent location or at the same repaired, rebuilt or replaced location.

PERIOD OF RESTORATION does not include any increased period required due to the enforcement of any ordinance or law that:

- (a) Regulates the construction, use or repair, or requires the tearing down of any property; or
- (b) Requires any **INSURED** or others to test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize, or in any way respond to, or assess the effects of **POLLUTANTS**.

The **PERIOD OF RESTORATION** is not limited by the expiration date of this Policy.

14. RENTAL VALUES means the:

- (a) Total anticipated rental income from tenant occupancy at the premises in the Schedule of Locations on file with Underwriters as furnished and equipped by the **INSURED**; and
- (b) Amount of all charges which are the legal obligation of the tenant(s) and which would otherwise be the **INSURED'S** obligations; and
- (c) Fair **RENTAL VALUES** for any portion of the premises stated in the Schedule of Locations on file with Underwriters, which is occupied by the **INSURED**.

15. VALUABLE PAPERS means written, printed or otherwise inscribed documents and records, including books, maps, films, drawings, abstracts, deeds, mortgages and manuscripts, but does not mean money or securities.

Coverage Section II General Liability

Coverage Section II General Liability – Insuring Agreements

Coverage is provided for one or more of the Coverage Subsections in this Coverage Section only if a corresponding **Specific Excess Limit of Insurance** is stated in the **Schedule of Specific Excess Limits of Insurance**.

- A. General Liability:** Underwriters agree, subject to the Policy limitations, terms and conditions, to indemnify the **INSURED** for all sums which the **INSURED** is legally obligated to pay by reason of the liability imposed upon the **INSURED** by law or assumed by the **INSURED** 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** or **BODILY INJURY**, and/or **PROPERTY DAMAGE** sustained or alleged to have been sustained by any person(s) or organization(s) arising out of an **OCCURRENCE** from any cause including **HOST LIQUOR LIABILITY** and/or **LIQUOR LIABILITY**, and **INCIDENTAL MEDICAL MALPRACTICE** (except **INCIDENTAL MEDICAL MALPRACTICE**, arising out of **LAW ENFORCEMENT ACTIVITIES**) first occurring during the **PERIOD OF INSURANCE**.
- B. Premises MEDICAL PAYMENTS:** Underwriters agree, subject to the Policy limitations, terms and conditions, to indemnify the **INSURED** for all reasonable **MEDICAL PAYMENTS** incurred by the **INSURED** to others (except employees of the **INSURED** injured in the course of their employment, and to and/or for students), as are necessary at the time of an **OCCURRENCE** on account of **BODILY INJURY** occurring during the **PERIOD OF INSURANCE**.
- C. SEXUAL HARASSMENT Liability:** Underwriters agree, subject to the Policy limitations, terms and conditions, to indemnify the **NAMED INSURED** for all sums which the **NAMED INSURED** is legally obligated to pay, as more fully defined by the term **ULTIMATE NET LOSS**, for the liability on the part of the **NAMED INSURED**, including liabilities arising from negligent hiring, training and supervision, arising out of any **OCCURRENCE** resulting from any actual or alleged acts of **SEXUAL HARASSMENT** by any past, present or future officials, board or commission members, trustees, directors, employees or volunteer workers, of the **NAMED INSURED** or other person or persons first committed during the **PERIOD OF INSURANCE** against another person who is not an **INSURED** under this Policy. This provision applies only to the liability of the **NAMED INSURED** to pay any settlement, verdict or judgment; providing that the sole liability imposed on the **NAMED INSURED** does not arise from any contractual duty to indemnify.

All actual or alleged acts of **SEXUAL HARASSMENT** by any past, present or future officials, board or commission members, trustees, directors, employees, or volunteer workers of the **NAMED INSURED**, acting alone or in concert, shall be considered as arising out of one **OCCURRENCE**, regardless of:

- (a) The number of persons alleging **SEXUAL HARASSMENT**;
- (b) The number of locations where the **SEXUAL HARASSMENT** occurred;
- (c) The number of acts of **SEXUAL HARASSMENT**; or
- (d) The period of time over which the **SEXUAL HARASSMENT** took place, whether the **SEXUAL HARASSMENT** is during, before or after the **PERIOD OF INSURANCE**.

Underwriters will not make payment for any loss, **OCCURRENCE**, **SUIT** or for any **DEFENSE COSTS** for any past, present or future officials, board or commission members, trustees, directors, employees or volunteer workers of the **NAMED INSURED** or other person or persons in respect of actual or alleged **SEXUAL HARASSMENT**; however, with respect only to this **Coverage Section II General Liability – Insuring Agreement C SEXUAL HARASSMENT**, Underwriters agree, subject to all other Policy limitations, terms and conditions, that as to any loss, **OCCURRENCE** or **SUIT** for

any actual or alleged **SEXUAL HARASSMENT** against another person who is not an **INSURED** under this Policy alleged to have been committed by a past, present or future official, board or commission member, trustee, director, employee or volunteer worker of the **NAMED INSURED** only, Underwriters will indemnify the **NAMED INSURED** for all reasonable **DEFENSE COSTS** for that official, board or commission member, trustee, director, employee or volunteer worker of the **NAMED INSURED** to the extent such **DEFENSE COSTS** are incurred prior to the date on which, by either agreement, admission, or settlement of a loss or by an adjudication, it is determined that the official, board or commission member, trustee, director, employee or volunteer worker of the **NAMED INSURED** committed an act of **SEXUAL HARASSMENT**. Coverage only applies if the act of **SEXUAL HARASSMENT** was first committed during the **PERIOD OF INSURANCE**.

- D. **Damage to Premises Rented to the INSURED:** Underwriters agree, subject to the Policy limitations, terms and conditions, to indemnify the **INSURED** for all sums which the **INSURED** is legally obligated to pay for loss or damage caused by fire, explosion, smoke, riot or civil commotion occurring during the **PERIOD OF INSURANCE** to premises rented to the **INSURED** or temporarily occupied by the **INSURED** with the permission of the owner.

Coverage Section II General Liability – Excess Limits of Insurance

Underwriters' **Specific Excess Limit of Insurance** per **OCCURRENCE** for **Coverage Section II General Liability** is limited to, and not to exceed, the **Specific Excess Limits of Insurance** as stated in the **Schedule of Specific Excess Limits of Insurance**, over the **SELF INSURED RETENTION**, as stated in the **Schedule of SELF INSURED RETENTIONS**.

If an Annual Aggregate applies to any coverage under this **Coverage Section II General Liability**, the total Aggregate **Excess Limit of Insurance** for such coverage under this Coverage Section combined during the **PERIOD OF INSURANCE** shall not exceed the Annual Aggregate limit as stated in the applicable Coverage Section of the **Schedule of Specific Excess Limits of Insurance**.

Coverage Section II General Liability – Exclusions

In addition to the General Policy Exclusions, this Coverage 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 Coverage Section of this Policy, whether or not a limit is stated in the **Schedule of Specific Excess Limits of Insurance**;
- B. **BODILY INJURY, PROPERTY DAMAGE, or PERSONAL INJURY** which the **INSURED** intended or expected; unless resulting from:
- (a) **BODILY INJURY** resulting from the use of reasonable force to protect persons or property;
 - (b) Corporal punishment (unless providing coverage for corporal punishment is prohibited by law);
or
 - (c) **Coverage Section II General Liability – Insuring Agreement C. SEXUAL HARASSMENT Liability**, but only to the extent that a corresponding **Specific Excess Limit of Insurance** for **SEXUAL HARASSMENT** is stated in the **Schedule of Specific Excess Limits of Insurance** and a **SELF INSURED RETENTION** is stated in the **Schedule of SELF INSURED RETENTIONS** under **Coverage Section II General Liability**;
- C. Liability arising out of the ownership, maintenance or use, including loading or unloading, of watercraft over 50 feet, except with respect to use of same where operations are performed by independent contractors;

- D. Damage to or destruction of **PROPERTY OF THE INSURED**;
- E. Liability arising out of the ownership, maintenance, loading or unloading, use or operations of any aircraft including **UNMANNED AIRCRAFT**, airfields, runways, hangars, buildings, or other properties in connection with aviation activities, other than premises liability in buildings to which the general public is admitted;
- F. Any **CLAIM** for **BODILY INJURY** to any **INSURED** or to any liability for indemnity or contribution brought by any party against the **INSURED** for **BODILY INJURY** to an **INSURED** or any obligation for which the **INSURED** may be held liable under any Workers' Compensation, unemployment compensation, disability benefits law, employers' liability or under any similar law;
- G. The cost of any investigation, disciplinary or criminal proceedings against an individual **INSURED** except that Underwriters may, at their own option and expense, associate counsel in the defense of any such investigation, criminal or disciplinary proceeding. Should Underwriters elect to associate counsel, such elections shall not constitute a waiver or estoppel of any rights Underwriters may have pursuant to the terms, conditions, exclusions and limitations of this Policy;
- H. Any **CLAIMS** arising from **WRONGFUL ACTS** and/or **EMPLOYMENT PRACTICES VIOLATIONS**;
- I. Any **CLAIMS** arising from **LAW ENFORCEMENT ACTIVITIES**;
- J. Any **CLAIMS** arising out of Medical Malpractice, but not to exclude **INCIDENTAL MEDICAL MALPRACTICE**.

Coverage Section II General Liability – Definitions

- 1. **HOST LIQUOR LIABILITY** and/or **LIQUOR LIABILITY** means indemnification for the **INSURED'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**.
- 2. **OCCURRENCE** means an accident or a happening or event or a continuous or repeated exposure to conditions first occurring during the **PERIOD OF INSURANCE** which results in **BODILY INJURY, PROPERTY DAMAGE, PERSONAL INJURY, SEXUAL HARASSMENT**.

All **BODILY INJURY, PERSONAL INJURY** or **SEXUAL HARASSMENT** to one or more persons and/or **PROPERTY DAMAGE** arising out of an accident or a happening or event or a continuous or repeated exposure to conditions shall be deemed one **OCCURRENCE**. All **CLAIMS** arising out of the same **OCCURRENCE** and all interrelated **OCCURRENCES** shall be deemed one **OCCURRENCE**, regardless of the number of **CLAIMS** made or persons or **INSUREDS** involved, and such **OCCURRENCE** shall be deemed to have first occurred on the earliest date alleged in such **CLAIMS**, regardless of whether such date is before or during the **PERIOD OF INSURANCE**. Only **OCCURRENCES** deemed to have first occurred during the **PERIOD OF INSURANCE** are covered. Only one Policy, one **SELF INSURED RETENTION**, and one **Specific Excess Limit of Insurance** is applicable to any one **OCCURRENCE**.

Coverage Section III AUTOMOBILE Liability

Coverage Section III AUTOMOBILE Liability – Insuring Agreements

Coverage is provided for one or more of the Coverage Subsections in this Coverage Section only if a corresponding **Specific Excess Limit of Insurance** is stated in the **Schedule of Specific Excess Limits of Insurance**.

- A. **AUTOMOBILE Liability:** Underwriters agree, subject to the Policy limitations, terms and conditions, to indemnify the **INSURED** for all sums which the **INSURED** is obligated to pay by reason of the liability imposed upon the **INSURED** by law or assumed by the **INSURED** 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** or **PERSONAL INJURY**, suffered or alleged to have been suffered by any person(s) or organization(s) and/or **PROPERTY DAMAGE**, arising out of the ownership, operation, maintenance or use of an **AUTOMOBILE**, occurring during the **PERIOD OF INSURANCE**.
- B. **AUTOMOBILE MEDICAL PAYMENTS:** Underwriters agree, subject to the Policy limitations, terms and conditions, to indemnify the **INSURED** for all reasonable **MEDICAL PAYMENTS** incurred by the **INSURED** to others (except employees of the **INSURED** injured in the course of their employment and to and/or for students) as are necessary at the time of an **OCCURRENCE** on account of **BODILY INJURY** arising out of the ownership, operation, maintenance or use of an **AUTOMOBILE** occurring during the **PERIOD OF INSURANCE**.
- C. **Uninsured Motorists/Underinsured Motorists:** Uninsured/Underinsured Motorist Coverage is afforded in respect of any **OCCURRENCE** at least to the minimum extent required by the law of the State in which each owned or hired **AUTOMOBILE** is principally garaged, not to exceed the **SUBLIMIT** stated in the **Schedule of Specific Excess Limits of Insurance**.
- D. **No Fault Insurance:** No Fault insurance is afforded in respect of any **OCCURRENCE** at least to the minimum extent required by the law of the State in which each owned or hired **AUTOMOBILE** is principally garaged, not to exceed the **SUBLIMIT** stated in the **Schedule of Specific Excess Limits of Insurance**.
- E. **Garagekeeper's Legal Liability:** Underwriters agree, subject to the Policy limitations, terms and conditions, to indemnify the **INSURED** for all sums which the **INSURED** is legally obligated to pay for loss or damage occurring during the **PERIOD OF INSURANCE** to **AUTOMOBILES** left in the **INSURED'S** care for which the **INSURED** is legally obligated.

Coverage Section III AUTOMOBILE Liability – Specific Excess Limits of Insurance

Underwriters' **Specific Excess Limit of Insurance** per **OCCURRENCE** for **Coverage Section III AUTOMOBILE Liability** is limited to, and not to exceed the **Specific Excess Limits of Insurance** as stated in the **Schedule of Specific Excess Limits of Insurance**, over the **SELF INSURED RETENTION**, as stated in the **Schedule of SELF INSURED RETENTIONS**.

If an Annual Aggregate applies to any coverage under this **Coverage Section III AUTOMOBILE Liability**, the total Aggregate **Excess Limit of Insurance** for such coverage under this Coverage Section combined during the **PERIOD OF INSURANCE** shall not exceed the Annual Aggregate limit as stated in the applicable Coverage Section of the **Schedule of Specific Excess Limits of Insurance**.

Coverage Section III AUTOMOBILE Liability – Exclusions

In addition to the General Policy Exclusions, this Coverage 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 Coverage Section of this Policy, whether or not a limit is stated in the **Schedule of Excess Limits of Insurance**;
- B. Any **CLAIM** for **BODILY INJURY** to any **INSURED** or to any liability for indemnity or contribution brought by any party against the **INSURED** for **BODILY INJURY** to an **INSURED** or any obligation for which the **INSURED** may be held liable under any Workers' Compensation, unemployment compensation, disability benefits law, employers' liability or under any similar law.

Coverage Section III AUTOMOBILE Liability – Definitions

- 1. **OCCURRENCE** means an accident or a happening or event or a continuous or repeated exposure to conditions which results in **BODILY INJURY**, **PROPERTY DAMAGE**, or **PERSONAL INJURY** during the **PERIOD OF INSURANCE**.

All **BODILY INJURY** or **PERSONAL INJURY** to one or more persons and/or **PROPERTY DAMAGE** arising out of an accident or a happening or event or a continuous or repeated exposure to conditions shall be deemed one **OCCURRENCE**. All **CLAIMS** arising out of the same **OCCURRENCE** and all interrelated **OCCURRENCES** shall be deemed one **OCCURRENCE**, regardless of the number of **CLAIMS** made or persons or **INSUREDS** involved. Only one Policy, one **SELF INSURED RETENTION**, and one **Specific Excess Limit of Insurance** is applicable to any one **OCCURRENCE**.

- 2. **INSURED** means not only the **INSURED** as defined in the **General Policy Definitions**, but under this **Coverage Section III AUTOMOBILE Liability** also includes any person while using an owned or hired **AUTOMOBILE** with the permission of the **INSURED**.

Coverage Section IV Errors and Omissions Liability

This is a Claims Made Section

Coverage Section IV Errors and Omissions Liability – Insuring Agreements

Coverage is provided for one or more of the Coverage Subsections in this Coverage Section only if a corresponding **Specific Excess Limit of Insurance** is stated in the **Schedule of Specific Excess Limits of Insurance**.

- A. Errors & Omissions:** Underwriters agree, subject to the Policy limitations, terms and conditions, to indemnify the **INSURED** for all sums for which the **INSURED** is legally obligated to pay, as more fully defined by the term **ULTIMATE NET LOSS**, because of a **WRONGFUL ACT**.

This coverage applies only if a **CLAIM** for damages, because of a **WRONGFUL ACT**, is first made against the **INSURED** during the **PERIOD OF INSURANCE**. The **WRONGFUL ACT** must have first occurred on or after the Retroactive Date shown in the **Schedule of Specific Excess Limits of Insurance**, but in no event any later than the last day of the **PERIOD OF INSURANCE**. The **CLAIM** must be reported to Underwriters as soon as practical but in no event later than 60 consecutive days following the expiration of the **PERIOD OF INSURANCE**, or during the Extended Reporting Period applicable to this coverage, if any. All **CLAIMS** based on or arising out of one **WRONGFUL ACT** shall be considered first made when the first of such **CLAIMS** is made to the **INSURED**.

All **CLAIMS** based on or arising out of the same **WRONGFUL ACT** or a series of related **WRONGFUL ACTS** by one or more **INSUREDS** shall be deemed one **CLAIM**, regardless of the number of **CLAIMS** made or persons or **INSUREDS** involved. Only one Policy issued by Underwriters, one **SELF INSURED RETENTION**, and one **Specific Excess Limit of Insurance** is applicable to any one **CLAIM**.

- B. Employment Practices Liability:** Underwriters agree, subject to the Policy limitations, terms and conditions, to indemnify the **INSURED** for all sums for which the **INSURED** is legally obligated to pay, as more fully defined by the term **ULTIMATE NET LOSS**, because of an **EMPLOYMENT PRACTICES VIOLATION**, including mental anguish resulting from an **EMPLOYMENT PRACTICES VIOLATION**. Furthermore, Underwriters agree to indemnify the **INSURED** for **DEFENSE COSTS** and **CLAIMS** arising out of charges filed with the Equal Employment Opportunity Commission or comparable federal, state or local administrative agency based on, or arising out of the same **EMPLOYMENT PRACTICES VIOLATION** or a series of related **EMPLOYMENT PRACTICES VIOLATIONS** by one or more **INSUREDS**.

This coverage applies only if a **CLAIM**, because of an **EMPLOYMENT PRACTICES VIOLATION**, is first made against the **INSURED** during the **PERIOD OF INSURANCE**. The **EMPLOYMENT PRACTICES VIOLATION** must have first occurred on or after Retroactive Date shown in the **Schedule of Specific Excess Limits of Insurance**, but in no event any later than the last day of the **PERIOD OF INSURANCE**. The **CLAIM** must be reported to Underwriters as soon as practical but in no event later than 60 consecutive days following the expiration of the **PERIOD OF INSURANCE**, or during the Extended Reporting Period applicable to this coverage, if any. All **CLAIMS** based on or arising out of one **EMPLOYMENT PRACTICES VIOLATION** shall be considered first made when the first of such **CLAIMS** is made to the **INSURED**.

All **CLAIMS** based on or arising out of the same **EMPLOYMENT PRACTICES VIOLATION** or a series of related **EMPLOYMENT PRACTICES VIOLATIONS** by one or more **INSUREDS** shall be deemed one **CLAIM**, regardless of the number of **CLAIMS** made or persons or **INSUREDS** involved. Only one Policy issued by Underwriters, one **SELF INSURED RETENTION**, and one **Specific Excess Limit of Insurance** is applicable to any one **CLAIM**.

- C. SEXUAL HARASSMENT Liability:** Underwriters agree, subject to the Policy limitations, terms and conditions, to indemnify the **NAMED INSURED** for all sums for which the **NAMED INSURED** is

legally obligated to pay, as more fully defined by the term **ULTIMATE NET LOSS**, because of any actual or alleged acts of **SEXUAL HARASSMENT** by any past, present or future official, board or commission member, trustee, director, employee, or volunteer worker of the **NAMED INSURED** against another **INSURED**. This provision applies only to the liability of the **NAMED INSURED** to pay any settlement, verdict or judgment; providing that the sole liability imposed on the **NAMED INSURED** does not arise from any contractual duty to indemnify.

This coverage applies only if a **CLAIM** for damages, because of **SEXUAL HARASSMENT**, is first made against the **INSURED** during the **PERIOD OF INSURANCE**. The **SEXUAL HARASSMENT** must have first occurred on or after the Retroactive Date shown in the **Schedule of Specific Excess Limits of Insurance**, but in no event any later than the last day of the **PERIOD OF INSURANCE**. The **CLAIM** must be reported to Underwriters as soon as practical but in no event later than 60 consecutive days following the expiration of the **PERIOD OF INSURANCE**, or during the Extended Reporting Period applicable to this coverage, if any.

All actual or alleged acts of **SEXUAL HARASSMENT** by any past, present or future officials, board or commission members, trustees, directors, employees, or volunteer workers of the **NAMED INSURED**, acting alone or in concert, shall be deemed one **CLAIM** and shall be considered first made when the first of such **CLAIMS** is made to the **INSURED**, regardless of:

- (a) The number of persons alleging **SEXUAL HARASSMENT**;
- (b) The number of locations where the **SEXUAL HARASSMENT** occurred;
- (c) The number of acts of **SEXUAL HARASSMENT** prior to or after the first **CLAIM** is made; or
- (d) The period of time over which the **SEXUAL HARASSMENT** took place, whether the **SEXUAL HARASSMENT** is during, before or after the **PERIOD OF INSURANCE**. However, only acts of **SEXUAL HARASSMENT** that take place after the Retroactive Date shown in the **Schedule of Specific Excess Limits of Insurance** and before the end of the **PERIOD OF INSURANCE** are covered.

Underwriters will not make payment for any loss, **CLAIM** or for any **DEFENSE COSTS** for any past, present or future officials, board or commission members, trustees, directors, employees, or volunteer workers of the **NAMED INSURED** in respect of actual or alleged **SEXUAL HARASSMENT** to an **INSURED**. However, with respect only to this **Coverage Section IV Errors and Omissions Liability – Insuring Agreement C. SEXUAL HARASSMENT Liability**, Underwriters agree, subject to all other Policy limitations, terms and conditions, that as to any **CLAIM** for **SEXUAL HARASSMENT** against an **INSURED** by a past, present or future official, board or commission member, trustee, director, employee, or volunteer worker of the **NAMED INSURED**, Underwriters will indemnify the **NAMED INSURED** for all the reasonable **DEFENSE COSTS** for that official, board or commission member, trustee, director, employee, or volunteer worker of the **NAMED INSURED** to the extent such **DEFENSE COSTS** are incurred prior to the date on which, by either agreement, admission, or settlement of a **CLAIM** or by an adjudication, it is determined that the official, board or commission member, trustee, director, employee, or volunteer worker of the **NAMED INSURED** committed an act of **SEXUAL HARASSMENT** against an **INSURED**. This coverage forms part of the overall **SEXUAL HARASSMENT Liability** limit, and not in addition thereof, as stated in the **Schedule of Specific Excess Limits of Insurance**.

Coverage Section IV Errors and Omissions Liability – Specific Excess Limits of Insurance

Underwriters' **Specific Excess Limit of Insurance** per **CLAIM** for **Coverage Section IV – Errors and Omissions Liability** is limited to, and not to exceed, the **Specific Excess Limits of Insurance** as stated in the **Schedule of Specific Excess Limits of Insurance**, over the **SELF INSURED RETENTION** as stated in the **Schedule of SELF INSURED RETENTIONS**.

If an Annual Aggregate applies to any coverage under this **Coverage Section IV Errors and Omissions Liability**, the total Aggregate **Excess Limit of Insurance** for such coverage under this Coverage Section combined during the **PERIOD OF INSURANCE** shall not exceed the Annual Aggregate limit as stated in the applicable Coverage Section of the **Schedule of Specific Excess Limits of Insurance**.

Coverage Section IV Errors and Omissions Liability – Conditions

1. **Basic Extended Reporting Period:**

A Basic Extended Reporting Period is automatically provided without additional charge. This period starts with the end of the **PERIOD OF INSURANCE** and lasts for 60 consecutive days.

If, however, this Policy and this Coverage Section is succeeded by similar Claims Made insurance coverage, with any insurer, on which the Retroactive Date is the same as or earlier than the Retroactive Date shown in the applicable Coverage Section of the **Schedule of Specific Excess Limits of Insurance** of this Policy, the succeeding Policy shall be deemed to be a renewal of this Policy, and the **INSURED** shall have no right to an Extended Reporting Period from Underwriters under this Policy.

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

2. **Supplemental Extended Reporting Period:**

Underwriters will provide an Extended Reporting Period, as described below, if:

- (a) This Policy or this Coverage Section of this Policy is cancelled or non-renewed; or
- (b) Underwriters renew or replace this Policy, or this Coverage Section of this Policy, with insurance that does not apply to a **WRONGFUL ACT, EMPLOYMENT PRACTICES VIOLATION, or SEXUAL HARASSMENT** on a Claims Made basis.

A Supplemental Extended Reporting Period of one year duration is available but only by endorsement to this Policy and for an additional premium not to exceed 200% of the annual premium for this Coverage Section. This supplemental period starts when the Basic Extended Reporting Period ends.

The **INSURED** must give Underwriters a written request for the endorsement within 30 consecutive days after the end of the **PERIOD OF INSURANCE**. The Supplemental Extended Reporting Period will not go into effect unless the **INSURED** pays the additional premium within 30 consecutive days. This endorsement will set forth the terms consistent with the Coverage Section.

Underwriters shall determine the additional premium in accordance with its applicable rules, rates and underwriting practices. Coverage for **CLAIMS** received during such Supplemental Extended Reporting Period is excess over any other valid and collectible insurance available under any other policies.

Extended Reporting Periods do not reinstate or increase the applicable **SELF INSURED RETENTION**, the **LOSS FUND**, the applicable **Specific Excess Limit of Insurance**, or the **Excess LOSS FUND Protection**.

Extended Reporting Periods do not extend the **PERIOD OF INSURANCE** or change the scope of coverage provided within this Coverage Section. They apply to **CLAIMS** arising out of a **WRONGFUL ACT, EMPLOYMENT PRACTICES VIOLATION, SEXUAL HARASSMENT** that take place before the end of the **PERIOD OF INSURANCE** in which this Policy and this Coverage Section are in force.

Once in effect, Extended Reporting Periods may not be cancelled.

3. Reporting to Underwriters:

For the purposes of compliance with the reporting requirements of this Coverage Section, the **INSURED'S** reporting of a **CLAIM** to the **THIRD PARTY CLAIMS ADMINISTRATOR** shall be considered reporting of the **CLAIM** to Underwriters, provided that the **CLAIM** is reported to the **THIRD PARTY CLAIMS ADMINISTRATOR** no later than 60 consecutive days following the expiration of the **PERIOD OF INSURANCE** or the applicable **Extended Reporting Period**.

Coverage Section IV Errors and Omissions Liability – Exclusions

In addition to the General Policy Exclusions, this Coverage 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 Coverage Section of this Policy, whether or not a limit is stated in the **Schedule of Specified Excess Limits of Insurance**;
- B.** Any **CLAIM** for damages, whether direct or consequential for **BODILY INJURY, PERSONAL INJURY, or PROPERTY DAMAGE**;
- C.** Any **CLAIM** based upon or attributable to any **INSURED** gaining in fact any personal profit or advantage to which they were not legally entitled including remuneration paid in violation of law as determined by the Courts;
- D.** Any **CLAIM** based upon or attributable to the rendering or failure to render any opinion, treatment, consultation or service unless acting within the scope of their duties as an **INSURED**;
- E.** Any **CLAIM** arising out of or in any way involving any employee benefit plan, except as covered under this **Coverage Section IV Errors and Omissions Liability – Insuring Agreement B. Employment Practices Liability** for discrimination;
- F.** **CLAIMS**, proceedings, demands, or actions seeking relief or redress in any form other than monetary damages, including defense of same; or any loss, fees, costs or expenses which the **INSURED** may be obligated to pay to any third-party as a result of any adverse judgment for declaratory relief or administrative relief or injunctive relief, except that this exclusion shall not apply to any **CLAIM** made to the Equal Employment Opportunity Commission (E.E.O.C.), or such similar federal, state or local administrative agency established to handle or adjudicate **EMPLOYMENT PRACTICES VIOLATIONS** that involve or arise from alleged employment discrimination other than **CLAIMS** brought under the federal Fair Labor Standards Act or similar state act or law;
- G.** Any cost, civil fine, penalty or expense against any **INSURED** arising from any complaint or enforcement action from any federal, state or local governmental regulatory agency;
- H.** Any **CLAIM** for which an **INSURED** is entitled to indemnity under any Policy or Policies the term of which has expired prior to the inception date of this Policy, or for which an **INSURED** would be entitled to indemnity except for the exhaustion of the limit of such prior insurance;
- I.** Any **CLAIM** arising out of any pending or prior litigation or hearing, as well as future **CLAIMS** arising out of any pending or prior litigation or hearing. If this Policy is a renewal of a Policy issued by Underwriters, this exclusion shall only apply with respect to **CLAIMS** arising out of any pending or prior litigation or hearing, prior to the effective date of the first Policy issued and continuously renewed by Underwriters;
- J.** Any **CLAIM** brought as a counter-**CLAIM** or cross **CLAIM** by an **INSURED** against any other **INSURED** however, this exclusion does not apply to **EMPLOYMENT PRACTICES VIOLATIONS**;

- K.** Any **CLAIM** alleging, based upon, arising out of or attributable to breach of any express, implied, actual or constructive contract, agreement, warranty, guarantee or promise, unless liability would have attached to the **INSURED** even in the absence of such contract, agreement, warranty, guarantee or promise. However, this exclusion shall not apply to **CLAIMS** alleging violation of employment contracts brought by employees or officials;
- L.** Any **CLAIM** for the return of money or property, other than **PROPERTY OF THE INSURED**, that is being held by the **INSURED**, or that is in the care, custody, or control of the **INSURED**;
- M.** Any **CLAIM** for the return of any fees, taxes, assessments, or other similar payments made to the **INSURED**;
- N.** Any **CLAIM** arising from **LAW ENFORCEMENT ACTIVITIES**.

**Coverage Section V Excess Workers' Compensation and
Employers' Liability for a Qualified Self -Insurer**

Who is an INSURED: Under this Coverage Section, the **NAMED INSURED** as stated in the **Declarations**. If the **NAMED INSURED** 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.

**Coverage Section V Excess Workers' Compensation and Employers' Liability for a Qualified Self-
Insurer Excess Limits of Insurance**

Underwriters' **Specific Excess Limit of Insurance** per **ACCIDENT** or disease for **Coverage Section V Workers' Compensation and Employers' Liability for a Qualified Self-Insurer** is limited to, and not to exceed, the **Specific Excess Limits of Insurance** as stated in the **Schedule of Specific Excess Limits of Insurance**, over the **SELF INSURED RETENTION**, as stated in the **Schedule of SELF INSURED RETENTIONS**.

The most Underwriters will indemnify the **NAMED INSURED** will not change regardless of the number of persons or organizations who are **INSUREDS**, **CLAIMS** made or **SUITS** brought against any or all persons or organizations who are **INSUREDS**, or persons or organizations making a **CLAIM** or bringing a **SUIT**.

**Coverage Section V Part A Excess Workers' Compensation for a Qualified Self-Insurer –
Insuring Agreements**

- A. Underwriters agree, subject to the Policy limitations, terms and conditions to indemnify the **INSURED** for those sums that the **INSURED** is legally obligated to pay as a Qualified Self-Insurer under **WORKERS' COMPENSATION LAW**, all as more fully defined by the term **ULTIMATE NET LOSS**, on account of **BODILY INJURY** by **ACCIDENT** or disease, including resulting death of one or more employees of the **INSURED**, provided:
- (1) The **BODILY INJURY** by **ACCIDENT** occurs during the **PERIOD OF INSURANCE** in which this Policy and this Coverage Section are in force; or
 - (2) The **BODILY INJURY** by disease is caused or aggravated by the conditions of employment by the **INSURED**. 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 **PERIOD OF INSURANCE** in which this Policy and this Coverage Section are in force.
- B. **Other STATES Excess Workers' Compensation Extension:** This coverage Extension applies in other **STATES** than the **STATE** of hire if an employee of the **INSURED** is injured in such a **STATE** and if the work of such injured employee of the **INSURED** was within the scope of such employee's employment, at the direction of the **INSURED**, and was temporary and transitory in such other **STATE** provided the **INSURED** is not insured or a Qualified Self-Insurer in such other **STATE**.

All other terms, conditions and exclusions applicable to **Coverage Section V Part A Workers' Compensation** shall apply to this Coverage Section.

**Coverage Section V Part A Excess Workers' Compensation For a Qualified
Self-Insurer – Exclusions**

In addition to General Policy Exclusions, this Coverage Section does not insure against:

- A. Any **CLAIMS** whether direct or consequential, or any cause of action which is covered under any other Coverage Section of this Policy, whether or not a limit is stated in the **Schedule of Specific Excess Limits of Insurance**;

- B. Loss payable under the **WORKERS' COMPENSATION LAW** of any **STATE** if the **INSURED** is protected from the loss by any other insurance;
- C. Punitive or exemplary **CLAIMS** because of:
 - (a) **BODILY INJURY** to any employee;
 - (b) The **INSURED'S** conduct or the conduct of anyone acting for the **INSURED** in investigation, trial or settlement, or failure to pay, or delay in payment of any Workers' Compensation **CLAIM**;
 - (c) The **INSURED'S** failure to comply with any health or safety law or regulation or any **WORKERS' COMPENSATION LAW**;
- D. Any payments made by the **INSURED** arising out of operations for which the **INSURED** has rejected any **WORKERS' COMPENSATION LAW**;
- E. Any assessment made upon the **INSURED** in the capacity as a Qualified Self-Insurer, whether imposed by statute, regulation or otherwise.

Coverage Section V Part B Employers' Liability – Insuring Agreement

Underwriters agree, subject to the Policy limitations, terms and conditions, to indemnify the **INSURED** promptly for **DAMAGES** that the **INSURED** is legally obligated to pay as a Qualified Self-Insurer of Employers' Liability, all as more fully defined by the term **ULTIMATE NET LOSS**, on account of **BODILY INJURY** by **ACCIDENT** or disease including resulting death of one or more employees which arises out of and in the course of the injured employee's employment by the **INSURED**, provided:

- (1) The **BODILY INJURY** by **ACCIDENT** occurs during the **PERIOD OF INSURANCE** in which this Policy and this Coverage Section are in force; or
- (2) The **BODILY INJURY** by disease is caused or aggravated by the conditions of employment by the **INSURED**. 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 **PERIOD OF INSURANCE** in which this Policy and this Coverage Section are in force and employment by the **INSURED** is necessary or incidental to work conducted by the **INSURED** in the **STATE** of hire, or as covered under the **Coverage Section V Part A – Insuring Agreement B. Other STATES Excess Workers' Compensation Extension**.

Coverage Section V Part B Employers' Liability – Exclusions

In addition to General Policy Exclusions, this Coverage Section does not insure against:

- A. Any **CLAIMS**, whether direct or consequential, or for any cause of action which is covered under any other Coverage Section of this Policy, whether or not a limit is stated in the **Schedule of Specific Excess Limits of Insurance**;
- B. Liability assumed under a contract or agreement; however, this exclusion does not apply to a warranty that the **INSURED'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 **INSURED** or the **INSURED'S** supervisory

personnel have:

- (a) Violated or failed to comply with any **WORKERS' COMPENSATION LAW**;
 - (b) Rejected any **WORKERS' COMPENSATION LAW**;
 - (c) Intentionally caused or aggravated **BODILY INJURY**;
- F.** Any obligation imposed by a **WORKERS' COMPENSATION LAW**, 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 of the United States of America who is temporarily working outside of the United States of America, its territories or possessions for the **INSURED**;
- H.** Any obligation imposed by the:
- (a) Merchant Marine Act of 1920 known as the Jones Act, 46 U.S. Code, Section 688, 1970;
 - (b) Federal Employers' Liability Act (F.E.L.A.), 45 U.S. Code, Sections 51-60, 1970;
 - (c) U.S. Longshoremen's and Harbor Workers' Compensation Act (U.S.L. & H. Act);
 - (d) Defense Base Act, U.S. Code (1946) Title 42, Sections 1651-54, Public Law. 77th Congress, as amended;
 - (e) 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;

- I.** Any **CLAIM** arising out of **EMPLOYMENT PRACTICES VIOLATIONS**.

**Coverage Section V Excess Workers' Compensation and
Employers' Liability for a Qualified Self-Insurer – Definitions**

1. **ACCIDENT** means an accident or series of accidents or a happening or a continuous or repeated exposure to conditions 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.
2. **DAMAGES** means those amounts which the **INSURED** is legally obligated to pay due to **BODILY INJURY** by **ACCIDENT** or disease for:
 - (a) Which the **INSURED** is liable to a third party by reason of a **CLAIM, SUIT**, or proceeding against the **INSURED** by that third party to recover **DAMAGES** claimed against the third party as a result of **BODILY INJURY** to an employee of the **INSURED**;
 - (b) Care and loss of services of an injured employee of the **INSURED**;
 - (c) Consequential **BODILY INJURY** to a spouse, child, parent, brother or sister of the injured employee of the **INSURED**;

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 **INSURED**;

(d) **BODILY INJURY to** an employee of the **INSURED** arising out of and in the course of employment, claimed against the **INSURED** in a capacity other than as employer.

3. **STATE** means any **STATE** of the United States of America and the District of Columbia.
4. **WORKERS' COMPENSATION LAW** means the workers' or workmen's compensation law and occupational disease law of each **STATE** of hire, or as covered under **Coverage Section V Part A Excess Workers' Compensation for a Qualified Self-Insurer – Insuring Agreement B. Other STATES Excess Workers' Compensation Coverage Extension** and includes any amendments to those laws which are in effect during the **PERIOD OF INSURANCE**. It does not include provisions of any law that provides non-occupational disability benefits.

Coverage Section VI Employee Benefits Liability

This is a Claims Made Section

Coverage Section VI Employee Benefits Liability – Insuring Agreement

Underwriters agree, subject to the Policy limitations, terms and conditions to indemnify the **INSURED** for all sums for which the **INSURED** is legally obligated to pay, as more fully defined by the term **ULTIMATE NET LOSS**, because of a **NEGLIGENT ACT, ERROR OR OMISSION** committed in the **ADMINISTRATION** of the **INSURED’S EMPLOYEE BENEFIT PROGRAMS**.

This coverage applies only if a **CLAIM** for damages, because of a **NEGLIGENT ACT, ERROR OR OMISSION**, is first made against the **INSURED** during the **PERIOD OF INSURANCE**. The **NEGLIGENT ACT, ERROR OR OMISSION** must have first occurred on or after Retroactive Date shown in the **Schedule of Specific Excess Limits of Insurance**, but in no event any later than the last day of the **PERIOD OF INSURANCE**. The **CLAIM** must be reported to Underwriters as soon as practical but in no event later than 60 consecutive days following the expiration of the **PERIOD OF INSURANCE**, or during the Extended Reporting Period applicable to this coverage, if any. All **CLAIMS** based on or arising out of one **NEGLIGENT ACT, ERROR OR OMISSION** shall be considered first made when the first of such **CLAIMS** is made to the **INSURED**.

All **CLAIMS** based on or arising out of the same **NEGLIGENT ACT, ERROR OR OMISSION** or a series of related **NEGLIGENT ACTS, ERRORS OR OMISSIONS** by one or more **INSUREDS** shall be deemed one **CLAIM**, regardless of the number of **CLAIMS** made or persons or **INSUREDS** involved. Only one Policy, one **SELF INSURED RETENTION**, and one **Specific Excess Limit of Insurance** is applicable to any one **CLAIM**.

Coverage Section VI Employee Benefits Liability – Specific Excess Limits of Insurance

Underwriters’ **Specific Excess Limit of Insurance** per **CLAIM** for **Coverage Section VI Employee Benefits Liability** is limited to and not to exceed the **Specific Excess Limits of Insurance** as stated in the **Schedule of Specific Excess Limits of Insurance**, over the **SELF INSURED RETENTION**, as stated in the **Schedule of SELF INSURED RETENTIONS**.

If an Annual Aggregate applies to any coverage under this **Coverage Section VI Employee Benefits Liability**, the total Aggregate **Excess Limit of Insurance** for such coverage under this Coverage Section combined during the **PERIOD OF INSURANCE** shall not exceed the Annual Aggregate limit as stated in the applicable Coverage Section of the **Schedule of Specific Excess Limits of Insurance**.

Coverage Section VI Employee Benefits Liability – Conditions

1. **Basic Extended Reporting Period:**

A Basic Extended Reporting Period is automatically provided without additional charge. This period starts with the end of the **PERIOD OF INSURANCE** and lasts for 60 consecutive days.

If, however, this Policy and this Coverage Section is immediately succeeded by similar Claims Made insurance coverage, with any insurer, on which the Retroactive Date is the same as or earlier than the Retroactive Date shown in the applicable Coverage Section of the **Schedule of Specific Excess Limits of Insurance** of this Policy, the succeeding Policy shall be deemed to be a renewal of this Policy, and the **INSURED** shall have no right to an Extended Reporting Period from Underwriters under this Policy.

The Basic Extended Reporting Period does not apply to **CLAIMS** that are covered under any subsequent insurance applicable to this Coverage Section which the **INSURED** purchases, or that

would have been covered but for exhaustion of the amount of insurance applicable to such **CLAIMS**.

2. Supplemental Extended Reporting Period:

Underwriters will provide an Extended Reporting Period, as described below, if:

- (a) This Policy or this Coverage Section of this Policy is cancelled or non-renewed; or
- (b) Underwriters renew or replace this Policy, or this Coverage Section of this Policy, with insurance 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 Policy and for an additional premium not to exceed 200% of the annual premium for this Coverage Section. This supplemental period starts when the Basic Extended Reporting Period ends.

The **INSURED** must give Underwriters a written request for the endorsement within 30 consecutive days after the end of the **PERIOD OF INSURANCE**. The Supplemental Extended Reporting Period will not go into effect unless the **INSURED** pays the additional premium within 30 consecutive days. This endorsement will set forth the terms consistent with the Coverage Section.

Underwriters shall determine the additional premium in accordance with its applicable rules, rates and underwriting practices. Coverage for **CLAIMS** received during such Supplemental Extended Reporting Period is excess over any other valid and collectible insurance available under any other policies.

Extended Reporting Periods do not reinstate or increase the applicable **SELF INSURED RETENTION**, the **LOSS FUND**, the applicable **Specific Excess Limit of Insurance**, or the **Excess LOSS FUND Protection**.

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

3. Reporting to Underwriters:

For the purposes of compliance with the reporting requirements of this Coverage Section, the **INSURED'S** reporting of a **CLAIM** to the **THIRD PARTY CLAIMS ADMINISTRATOR** shall be considered reporting of the **CLAIM** to Underwriters, provided that the **CLAIM** is reported to the **THIRD PARTY CLAIMS ADMINISTRATOR** no later than 60 consecutive days following the expiration of the **PERIOD OF INSURANCE** or the applicable Extended Reporting Period.

Coverage Section VI Employee Benefits Liability – Exclusions

In addition to General Policy Exclusions, this Coverage 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 Coverage Section of this Policy, whether or not a limit is stated in the **Schedule of Specified Excess Limits of Insurance**;
- B. Any **CLAIM** for damages, whether direct or consequential for **BODILY INJURY, PERSONAL INJURY**, or **PROPERTY DAMAGE**;
- C. Any **NEGLIGENT ACT, ERROR OR OMISSION** by, or at, the direction of the **INSURED** that are

dishonest, fraudulent, criminal or malicious;

- D. Any **CLAIM** for failure of performance of a contract by any **INSURED**, Insurer or Self Insurer;
- E. Any **CLAIM** based upon the **INSURED'S** failure to comply with any law concerning worker's compensation, unemployment insurance, social security, or disability benefits;
- F. Any **CLAIM** based upon failure of investments, including but not limited to, stocks, bonds, funds, to perform as represented by an **INSURED**;
- G. Any **CLAIM** based upon advice given by an **INSURED** to participate or not participate in any stock subscription plans;
- H. Any **CLAIM** arising out of actual or alleged discrimination including but not limited to discrimination 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 law(s) or regulation(s) prohibiting such discrimination;
- I. Any **CLAIM** for which an **INSURED** is entitled to indemnity under any Policy or Policies the term of which has expired prior to the inception date of this Policy, or for which an **INSURED** would be entitled to indemnity except for the exhaustion of the limit of such prior insurance;
- J. Any **CLAIM** arising out of any pending or prior litigation or hearing, as well as future **CLAIMS** arising out of any pending or prior litigation or hearing. If this Policy is a renewal of a Policy issued by Underwriters, this exclusion shall only apply with respect to **CLAIMS** arising out of any pending or prior litigation or hearing, prior to the effective date of the first Policy issued and continuously renewed by Underwriters.

Coverage Section VI Employee Benefits Liability – Definitions

- 1. **ADMINISTRATION** means:
 - (a) Giving counsel to employees with respect to **EMPLOYEE BENEFIT PROGRAMS**;
 - (b) Interpreting **EMPLOYEE BENEFIT PROGRAMS**;
 - (c) Handling of records in connection with **EMPLOYEE BENEFIT PROGRAMS**; and
 - (d) Effecting enrollment, termination, or cancellation of employees under **EMPLOYEE BENEFIT PROGRAMS**;Provided all such acts are authorized by the **NAMED INSURED**.
- 2. **NEGLIGENT ACT, ERROR OR OMISSION** means the failure to execute required actions, or mistaken actions committed in the **ADMINISTRATION** of the **INSURED'S EMPLOYEE BENEFIT PROGRAMS**.

Coverage Section VII Crime

Coverage Section VII Crime – Insuring Agreement

Coverage is provided for one or more of the Coverage Subsections in this Coverage Section only if a corresponding **Specific Excess Limit of Insurance** is stated in the **Schedule of Specific Excess Limits of Insurance**.

Coverage is provided under the following Coverage Subsections for loss that the **NAMED INSURED** sustains resulting directly from an **OCCURRENCE** taking place at any time which is **DISCOVERED** during the **PERIOD OF INSURANCE** or during the **Extended Period to DISCOVER Loss**.

Coverage Section VII Crime – Specific Excess of Limits of Insurance

Underwriters' **Specific Excess Limit of Insurance** per **OCCURRENCE** for **Coverage Section VII – Crime** is limited to, and not to exceed, the **Specific Excess Limits of Insurance** as stated in the **Schedule of Specific Excess Limits of Insurance**.

If an Annual Aggregate applies to any coverage under this Coverage Section, the total Aggregate **Excess Limit of Insurance** for such coverage under this Coverage Section combined during the **PERIOD OF INSURANCE** shall not exceed the Annual Aggregate limit as stated in the applicable Coverage Section of the **Schedule of Specific Excess Limits of Insurance**.

In the event more than one Coverage Subsection could apply to an **OCCURRENCE** for which coverage is provided in this Coverage Section, only the **SELF INSURED RETENTION** for the Coverage Subsection that results in the largest **ULTIMATE NET LOSS** will be applied.

In the event more than one Coverage Subsection could apply to an **OCCURRENCE** for which coverage is provided in this Coverage Section, the amount Underwriters will indemnify the **NAMED INSURED** will not exceed the largest **Specific Excess Limit of Insurance** for any single applicable Coverage Subsection as stated in the **Schedule of Specific Excess Limits Insurance**, regardless of the number of **INSUREDS** involved or **DISHONEST ACTS** committed.

Coverage Section VII Crime – MONEY and SECURITIES Insuring Agreement

- A. MONEY and SECURITIES Coverage:** Underwriters will indemnify the **NAMED INSURED** for direct physical loss of **MONEY** or **SECURITIES** owned by the **NAMED INSURED** inside the **PREMISES** or **BANKING PREMISES** resulting directly from:
- (a) **THEFT** committed by a person present inside such **PREMISES** or **BANKING PREMISES**;
 - (b) Disappearance;
 - (c) Destruction; or
 - (d) **BURGLARY**.
- B. MONEY and SECURITIES Coverage Extension:** Underwriters will indemnify the **NAMED INSURED** under this Coverage Subsection for:
- (a) Damage to a 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, such containers;
 - (b) Direct physical loss of **MONEY** or **SECURITIES** outside the **PREMISES** in the care and custody of a **MESSENGER** resulting directly from **THEFT**, disappearance or destruction;

- (c) Direct physical loss of **MONEY** or **SECURITIES** outside the **PREMISES** in the care and custody of an armored vehicle company resulting directly from **THEFT**. However, the **NAMED INSURED** will be indemnified for only the amount of loss that the **NAMED INSURED** cannot recover:
 - (i) Under the **NAMED INSURED'S** contract with the armored motor vehicle company; and
 - (ii) From any insurance or indemnity carried by, or for the benefit of customers of the armored vehicle company.

Coverage Section VII Crime – FORGERY or Alteration Insuring Agreement

- A. FORGERY or Alteration Coverage:** Underwriters will indemnify the **NAMED INSURED** for loss resulting directly from **FORGERY** or alteration of, on, or in any **INSTRUMENT**.
- B. FORGERY or Alteration Coverage Extension:** Underwriters will indemnify the **NAMED INSURED** under this Coverage Subsection for loss resulting directly from the **NAMED INSURED'S** good faith acceptance of:
 - (a) Any United States or Canadian post office, express company, or national or state (or Canadian) chartered bank money order that is not paid upon presentation to the issuer; or
 - (b) Counterfeit United States or Canadian paper currency;in exchange for merchandise, money or services or as part of a normal business transaction.

Coverage Section VII Crime – EMPLOYEE Dishonesty Insuring Agreement

- A. EMPLOYEE Dishonesty Coverage:** Underwriters will indemnify the **NAMED INSURED** for the loss of or damage to real or business personal property, **INSTRUMENTS, MONEY** and **SECURITIES** owned or held by the **NAMED INSURED** resulting directly from **DISHONEST ACTS** committed by any of the **NAMED INSURED'S EMPLOYEES**, acting alone or in collusion with other persons.
- B. EMPLOYEE Dishonesty Coverage Extension:** Underwriters will indemnify the **NAMED INSURED** under this Coverage Subsection for loss caused to the **NAMED INSURED** through failure of any of the **NAMED INSURED'S EMPLOYEES**, acting alone or in collusion with others, to perform faithfully his or her duties as prescribed by law or to account properly for all monies and property received by virtue of his or her position of employment when such failure has as its direct and immediate result a loss of real or business personal property, **INSTRUMENTS, MONEY** and **SECURITIES**.

Coverage Section VII – COMPUTER THEFT Insuring Agreement

COMPUTER THEFT Coverage: Underwriters will indemnify the **NAMED INSURED** for loss of **MONEY** or **SECURITIES** owned by the **NAMED INSURED** resulting directly from **COMPUTER THEFT**.

Coverage Section VII Crime – Conditions

- 1. Extended Period to DISCOVER Loss:** An Extended Period to **DISCOVER** a loss is automatically provided without additional charge. This period starts with the end of the **PERIOD OF INSURANCE** and lasts for sixty (60) days.

If, however, this Policy and this Coverage Section is succeeded by similar discovery-based Crime

coverage with any insurer, whether it provides coverage for prior occurring losses or not, the succeeding policy shall be deemed to be a renewal of this Policy, and the **INSURED** shall have no right to an Extended Period to **DISCOVER** loss from Underwriters.

The Extended Period to **DISCOVER** Loss does not apply to any loss that is covered under any subsequent insurance applicable to this Coverage Section which the **INSURED** purchases, or that would have been covered but for exhaustion of the amount of insurance applicable to such loss.

2. **Coverage Extensions** do not increase, but just form part of, the **Specific Excess Limits of Insurance** as shown in the **Schedule of Specific Excess Limits of Insurance**.
3. **Duties in the Event of a Loss:** If the **INSURED** has reason to believe that any loss of, or loss from damage to, **MONEY** or **SECURITIES** involves a violation of law, the **INSURED** must notify the appropriate law enforcement authorities.
4. **Loss Payment:** The **Specific Excess Limits of Insurance** as shown in the **Schedule of Specific Excess Limits of Insurance** is the most that will be paid for a loss even though it may occur over more than one **PERIOD OF INSURANCE**.
5. **No Benefit to Bailee:** The Insurance afforded herein shall not inure directly or indirectly to the benefit of any carrier or other Bailee for hire.
6. **Proof of Loss:** As respects Coverage Subsection **FORGERY or Alteration**, the **NAMED INSURED** must include with proof of loss, any covered **INSTRUMENT** involved in that loss, or, if not possible, an affidavit setting forth the amount and cause of loss.
7. **Policy Bridge – Discovery replacing Loss Sustained:** If this Policy replaces insurance that provided an extended period of time after cancellation in which to **DISCOVER** loss and which did not terminate at the time this Policy became effective:
 - (a) Coverage under this Policy does not apply to any loss that occurred during the Policy period of that prior insurance which is **DISCOVERED** during such extended period to discover loss, unless the amount of loss exceeds the Limit of Insurance of that prior insurance. In that case, Underwriters will indemnify the **NAMED INSURED** for the excess loss subject to the terms and conditions of this Policy.
 - (b) However, any payment under this Policy for the excess loss will not be greater than the difference between the Limit of Insurance of that prior insurance and the applicable **Specific Excess Limit of Insurance** stated in the **Schedule of Specific Excess Limits of Insurance** of this Policy. The applicable **SELF INSURED RETENTION** will not be applied to the loss and payments made under the prior insurance shall not accrue to the exhaustion of the **LOSS FUND**.
8. **Valuation:**

The value of any loss for purposes of coverage under this Coverage Section shall be determined as follows:

 - (a) **MONEY:** Face value.
 - (b) **SECURITIES:** actual cash value at the close of business on the day the loss was **DISCOVERED**.
 - (c) **Property other than MONEY and SECURITIES:** the lesser of:
 - (i) The actual cash value of the property at the time of loss; or
 - (ii) The cost to repair or replace with property of equivalent kind and quality.

Coverage Section VII Crime – Exclusions

In addition to the General Policy Exclusions, this Coverage Section does not insure against:

- A.** As respects **Coverage Section VII Crime – MONEY and SECURITIES** only:
- (a) Loss of **MONEY** or **SECURITIES** after they have been transferred or surrendered to a person or place outside the **PREMISES** based upon unauthorized instructions or as a result of a threat to do bodily harm or damage to any property;
- But, this exclusion does not apply to loss of **MONEY** or **SECURITIES** while outside the **PREMISES** or in **BANKING PREMISES** in the care and custody of a **MESSENGER** if the **INSURED**:
- (i) Had no knowledge of any threat at the time the conveyance began; or
- (ii) Had knowledge of a threat at the time the conveyance began, but the loss was not related to the threat;
- (b) Loss resulting from the giving or surrendering of property in any exchange or purchase;
- (c) Loss of property in any **MONEY** operated device unless the amount of **MONEY** deposited in it is recorded by a continuous recording instrument in the device;
- B.** As respects **Coverage Section VII Crime – EMPLOYEE Dishonesty** only:
- (a) Any part of a loss involving any **EMPLOYEE** occurring after any **THEFT, COMPUTER THEFT, or DISHONEST ACTS** committed by that **EMPLOYEE** whether before or after being employed by the **INSURED** has been **DISCOVERED**. This exclusion applies only when **DISCOVERED** by an **INSURED** not in collusion with the **EMPLOYEE**;
- (b) Loss resulting from trading, whether in the **INSURED'S** name or in a genuine or fictitious account;
- C.** Loss resulting from **THEFT, COMPUTER THEFT or DISHONEST ACTS** committed by any of the **NAMED INSURED'S EMPLOYEES** or authorized representatives, acting alone or in collusion with any other person, or whether performing services for the **NAMED INSURED** or otherwise, except to the extent coverage is provided under **Coverage Section VII Crime – EMPLOYEE Dishonesty**;
- D.** Any loss or **CLAIM** for damages, whether direct or consequential, or for any cause of action which is covered under any other Section of the Policy, whether or not a limit is stated in the **Schedule of Specific Excess Limits of Insurance**;
- E.** Loss resulting from accounting or arithmetical errors or omissions;
- F.** Loss resulting from an **INSURED'S**, or anyone acting on an **INSURED'S**, express or implied authority, being induced by any **DISHONEST ACT** to voluntarily part with title to or possession of any property, including but not limited to **MONEY** or **SECURITIES**;
- G.** Any loss, caused by order of any civil authority, including seizure, confiscation or destruction of property, regardless of other causes or events that contribute to or aggravate the loss, whether such causes or events act to produce the loss before, at the same time as, or after the excluded causes or events;
- H.** Any loss for which an **INSURED** is entitled to indemnity under any Policy or policies the term of which has expired prior to the inception date of this Policy, or for which an **INSURED** would be entitled to indemnity except for the exhaustion of the limit of such prior insurance, unless specifically provided

under **Coverage Section VII Crime – Condition 7. Policy Bridge – Discovery replacing Loss Sustained**;

- I. Loss involving virtual currency of any kind, by whatever name known, whether actual or fictitious including, but not limited to, digital currency, crypto currency or any other type of electronic currency;
- J. Loss, or that part of any loss, where the only proof of the loss or amount of the loss is dependent upon an inventory computation or a profit and loss computation;
- K. Loss that is an indirect result of an **OCURRENCE** covered by this Coverage Section including but not limited to, loss resulting from:
 - (a) An **INSURED**'s inability to realize income that it would have realized had there been no loss of or damage to **MONEY**, **SECURTIES** or other property.
 - (b) Payment of damages of any type for which the **NAMED INSURED** is legally liable. But we will pay compensatory damages arising directly from a loss covered under this Coverage Section;
 - (c) Payment of costs, fees, or other expenses incurred in establishing either the existence or the amount of loss under this insurance; or
 - (d) Costs, fees or other expenses incurred by the **NAMED INSURED** related to any suit or other legal action;
- L. Loss resulting from an **INSURED**, authorized representative or financial institution acting upon any instruction to transfer, pay or deliver **MONEY** or **SECURITIES** or debit or delete an account belonging to the **INSURED** which instruction proves to be fraudulent.

Coverage Section VII Crime – Definitions:

- 1. **BANKING PREMISES** means the interior of that portion of any building occupied by a banking institution, similar safe depository, automatic teller machine (ATM), or similar banking device.
- 2. **BURGLARY** means the taking of **MONEY** or **SECURITIES** from inside the **PREMISES** by a person unlawfully entering or leaving the **PREMISES** as evidenced by marks of forcible entry or exit.
- 3. **COMPUTER THEFT** means fraudulent entry or change of an **ELECTRONIC DATA** or **COMPUTER PROGRAM** using any computer owned, leased or operated by the **NAMED INSURED** to fraudulently cause a transfer, payment or delivery of **MONEY** or **SECURITIES**.
- 4. **COMPUTER PROGRAM** means a set of related electronic instructions, which direct the operation and function of a computer or device connected to it, which enables the computer or device to receive, process store or send **ELECTRONIC DATA**.
- 5. **DISCOVER** or **DISCOVERED** means the time when the **NAMED INSURED** or any **EMPLOYEE** first became aware of facts which would cause a reasonable person to assume that a loss of a type covered by this insurance 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 the **NAMED INSURED** or any **EMPLOYEE** first receives notice of an actual or potential **CLAIM** in which it is alleged that the **NAMED INSURED** is liable to a third party under circumstances which, if true, would constitute a loss under this Policy.
- 6. **DISHONEST ACTS** means dishonest or fraudulent acts committed with the intent to cause the **NAMED INSURED** to sustain loss or damage and to obtain financial benefit for the **EMPLOYEE** or

for any other person or organization.

7. **EMPLOYEE(S)** means any natural person:
- (a) While in the service of the **NAMED INSURED** (and for 30 consecutive days after termination of service); and
 - (b) Whom the **NAMED INSURED** has the right to direct and control while performing services for the **NAMED INSURED**.
8. **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.
9. **INSTRUMENTS** means checks, drafts, promissory notes, or similar written promises, orders or directions to pay a certain sum in money that are:
- (a) Made or drawn by or drawn upon the **NAMED INSURED**;
 - (b) Made or drawn by one acting as the **NAMED INSURED'S** agent;
- or that are purported to have been so made or drawn.
10. **MESSENGER** means an **INSURED** while having care and custody of the **MONEY** or **SECURITIES** outside the **PREMISES**.
11. **MONEY** means:
- (a) Currency, coins, and bank notes in current use and having a face value; and
 - (b) Travelers checks register checks and **MONEY** orders held for sale to the public.
- But **MONEY** does not include **SECURITIES**.
12. **OCCURRENCE** means:
- (a) As respects the Coverage Subsection **MONEY and SECURITIES** and Coverage Subsection **COMPUTER THEFT**: An individual act or event, the combined total of all separate acts whether or not related, or a series of related acts or events whether or not related, committed by a person acting alone or in collusion with other persons, or not committed with any other person, during the **PERIOD OF INSURANCE**, before such **PERIOD OF INSURANCE**, or both.
 - (b) As respects the Coverage Subsection **FORGERY OR ALTERATION**: An individual act, the combined total of all separate acts whether or not related or a series of separate acts whether or not related, committed by a person acting alone or in collusion with other persons, involving one or more **INSTRUMENTS**, during the **PERIOD OF INSURANCE**, before such **PERIOD OF INSURANCE**, or both.
 - (c) As respects the Coverage Subsection **EMPLOYEE DISHONESTY**: An individual act the combined total of all separate acts whether or not related or a series of related acts whether or not related, committed by an **EMPLOYEE** acting alone or in collusion with other persons, during the **PERIOD OF INSURANCE**, before such **PERIOD OF INSURANCE**, or both.
13. **PREMISES** means the interior of that portion of any building that the **NAMED INSURED** occupies in conducting the **NAMED INSURED'S** business.
14. **SECURITIES** means negotiable and non-negotiable instruments or contracts representing either

MONEY or other 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 the **INSURED**.

But **SECURITIES** does not include **MONEY**.

15. **THEFT** means the unlawful taking of property to the deprivation of the **NAMED INSURED**.

Coverage Section VIII Law Enforcement Liability

Coverage Section VIII Law Enforcement Liability – Insuring Agreements

Coverage is provided for one or more of the Coverage Subsections in this Coverage Section only if a corresponding **Specific Excess Limit of Insurance** is stated in the **Schedule of Specific Excess Limits of Insurance**.

- A. Law Enforcement Liability:** Underwriters agree, subject to the Policy limitations, terms and conditions, to indemnify the **INSURED** for all sums which the **INSURED** is legally obligated to pay by reason of the liability imposed upon the **INSURED** by law for damage, direct or consequential, and expenses, all as more fully defined by the term **ULTIMATE NET LOSS**, on account of **PERSONAL INJURY** or **BODILY INJURY**, and/or **PROPERTY DAMAGE** or the loss of use thereof suffered or alleged to have been suffered by any person(s) or organization(s) arising out of an **OCCURRENCE** resulting from **LAW ENFORCEMENT ACTIVITIES**, including **INCIDENTAL MEDICAL MALPRACTICE** and **MOONLIGHTING** first occurring during the **PERIOD OF INSURANCE**.
- B. Reimbursement of DEFENSE COSTS incurred prior to denial or declination of coverage:** With respect only to **Coverage Section VIII Law Enforcement Liability – Insuring Agreement A. Law Enforcement Liability**, Underwriters agree, subject to all other Policy limitations, terms and conditions, that as to any **CLAIM** or **SUIT** for which coverage is denied based solely upon **Coverage Section VIII Law Enforcement – Exclusion B**, Underwriters will indemnify the **INSURED** for all reasonable **DEFENSE COSTS** arising out of an **OCCURRENCE** to the extent such **DEFENSE COSTS** are incurred prior to the date on which said declination of coverage is communicated to the **INSURED**.
- C. SEXUAL HARASSMENT Liability:** Underwriters agree, subject to the Policy limitations, terms and conditions, to indemnify the **NAMED INSURED** for all sums which the **NAMED INSURED** is legally obligated to pay, as more fully defined by the term **ULTIMATE NET LOSS** for the liability on the part of the **NAMED INSURED**, including liabilities arising from negligent hiring, training and supervision, arising out of an **OCCURRENCE** resulting from any actual or alleged acts of **SEXUAL HARASSMENT** by any past, present or future law enforcement officials, officers, auxiliary officers, employees or volunteer workers of a law enforcement agency or department of the **NAMED INSURED** or other person or persons first committed during the **PERIOD OF INSURANCE** against another person who is not an **INSURED** under this Policy. This provision applies only to the liability of the **NAMED INSURED** to pay any settlement, verdict or judgment; providing that the sole liability imposed on the **NAMED INSURED** does not arise from any contractual duty to indemnify a law enforcement official, officer, auxiliary officer, employee or volunteer of a law enforcement agency or department of the **NAMED INSURED**.

All actual or alleged acts of **SEXUAL HARASSMENT** by any past, present or future law enforcement officials, officers, auxiliary officers, employees or volunteer workers of a law enforcement agency or department of the **NAMED INSURED**, acting alone or in concert, shall be considered as arising out of one **OCCURRENCE**, regardless of:

- (a) The number of persons alleging **SEXUAL HARASSMENT**;
- (b) The number of locations where the **SEXUAL HARASSMENT** occurred;
- (c) The number of acts of **SEXUAL HARASSMENT**; or
- (d) The period of time over which the **SEXUAL HARASSMENT** took place, whether the **SEXUAL HARASSMENT** is during, before or after the **PERIOD OF INSURANCE**.

Underwriters will not make payment for any loss, **OCCURRENCE**, **SUIT** or for any **DEFENSE COSTS** for any past, present or future law enforcement officials, officers, auxiliary officers,

employees or volunteer workers of a law enforcement agency or department of the **NAMED INSURED** or other person or persons in respect of actual or alleged **SEXUAL HARASSMENT**; however, with respect only to this **Coverage Section VIII Law Enforcement Liability – Insuring Agreement C. SEXUAL HARASSMENT**, Underwriters agree, subject to all other Policy limitations, terms and conditions, that as to any loss, **OCCURRENCE** or **SUIT** for any actual or alleged **SEXUAL HARASSMENT** against another person who is not an **INSURED** under this Policy alleged to have been committed by a law enforcement official, officer, auxiliary officer, employee or volunteer worker of a law enforcement agency or department of the **NAMED INSURED** only, Underwriters will indemnify the **NAMED INSURED** for all reasonable **DEFENSE COSTS** for that law enforcement official, officer, auxiliary officer, employee or volunteer worker of the **NAMED INSURED** to the extent such **DEFENSE COSTS** are incurred prior to the date on which, by either agreement, admission, or settlement of a loss or by an adjudication, it is determined that the law enforcement official, officer, auxiliary officer, employee or volunteer of the **NAMED INSURED** committed an act of **SEXUAL HARASSMENT**. Coverage only applies if the act of **SEXUAL HARASSMENT** was first committed during the **PERIOD OF INSURANCE**.

Coverage Section VIII Law Enforcement Liability – Specific Excess Limits of Insurance

Underwriters' **Specific Excess Limit of Insurance** per **OCCURRENCE** for **Coverage Section VIII Law Enforcement Liability** is limited to, and not to exceed, the **Specific Excess Limits of Insurance** as stated in the **Schedule of Specific Excess Limits of Insurance**, over the **SELF INSURED RETENTION**, as stated in the **Schedule of SELF INSURED RETENTIONS**.

If an Annual Aggregate applies to any coverage under this Coverage Section, the total Aggregate **Excess Limit of Insurance** for such coverage under this Coverage Section combined during the **PERIOD OF INSURANCE** shall not exceed the Annual Aggregate limit as stated in the applicable Coverage Section of **Schedule of Specific Excess Limits of Insurance**.

Coverage Section VIII Law Enforcement Liability – Exclusions

In addition to the General Policy Exclusions, this Coverage 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 Coverage Section of this Policy, whether or not a limit is stated in the **Schedule of Specific Excess Limits of Insurance**;
- B.** Any **CLAIMS** or **SUITS** for **BODILY INJURY, PROPERTY DAMAGE, or PERSONAL INJURY**, including any award of attorney's fees and costs, resulting from:
 - (a) Any knowing and intentional violation of any subsection of Title 42 of the U.S. Code, including but not limited to 42 U.S.C § 1981 thru 42 U.S.C. §1989 and 42 U.S.C. §1997; or
 - (b) Any knowing and intentional deprivation of any rights protected under the United States Constitution or the Constitution of any State, Territory, or Protectorate of the United States; or
 - (c) Any act which is not reasonably related to the execution and/or enforcement of the law; or
 - (d) Any act committed with the knowledge and intent to cause **BODILY INJURY, PROPERTY DAMAGE, or PERSONAL INJURY**, or which could reasonably be expected to cause **BODILY INJURY, PROPERTY DAMAGE, or PERSONAL INJURY** unless the act of the **INSURED** was reasonably necessary to lawfully prevent injury to persons or damage to property.

However, this exclusion shall not apply to:

- (a) Any liability on the part of the **NAMED INSURED**, including liabilities from negligent hiring,

training or supervision, arising out of an act by any other **INSURED** resulting from **LAW ENFORCEMENT ACTIVITIES** and excluded herein, but this provision applies only to the liability of the **NAMED INSURED** to pay any settlement, verdict or judgment; providing that the sole liability imposed on the **NAMED INSURED** does not arise from any contractual duty to indemnify an **INSURED**;

- (b) **Coverage Section VIII Law Enforcement Liability – Insuring Agreement C. SEXUAL HARASSMENT Liability** but only to the extent that a corresponding **Specific Excess Limit of Insurance** for **SEXUAL HARASSMENT** is stated in the **Schedule of Specific Excess Limits of Insurance** and a **SELF INSURED RETENTION** is stated in the **Schedule of SELF INSURED RETENTIONS** under **Coverage Section VIII Law Enforcement Liability**;
- C. Liability arising out of the ownership, maintenance or use, including loading or unloading, of watercraft over 50 feet;
- D. Damage to or destruction of **PROPERTY OF THE INSURED**;
- E. Liability arising out of the ownership, maintenance, loading or unloading, use or operations of any aircraft including **UNMANNED AIRCRAFT**, airfields, runways, hangars, buildings or other properties in connection with aviation activities;
- F. Any **CLAIM** for **BODILY INJURY** to any **INSURED** or to any liability for indemnity or contribution brought by any party against the **INSURED** for **BODILY INJURY** to an **INSURED** or any obligation for which the **INSURED** may be held liable under any Workers' Compensation, unemployment compensation, disability benefits law, employers' liability or under any similar law;
- G. The cost of any investigation, disciplinary or criminal proceedings against an individual **INSURED** except that Underwriters may, at their own option and expense, associate counsel in the defense of any such investigation, criminal or disciplinary proceeding. Should Underwriters elect to associate counsel, such elections shall not constitute a waiver or estoppel of any rights Underwriters may have pursuant to the terms, conditions, exclusions and limitations of this Policy;
- H. Any **CLAIMS** arising from **WRONGFUL ACTS** and/or **EMPLOYMENT PRACTICES VIOLATIONS** except as provided under this Coverage Section for Discrimination or Violation of Civil Rights arising out of **LAW ENFORCEMENT ACTIVITIES**;
- I. Any **CLAIMS, SUITS**, proceedings, demands, or actions seeking relief or redress in any form other than monetary damages, including defense of same; or any loss, fees, costs or expenses which the **INSURED** may be obligated to pay to any third-party as a result of any adverse judgment for declaratory relief or administrative relief or injunctive relief, including **CLAIMS** brought under the federal Fair Labor Standards Act or similar state act or law;
- J. Any liability arising directly or indirectly out of the ownership, operation, maintenance, use, loading or unloading, or negligent entrustment of any **AUTOMOBILE**. This exclusion also applies to any actual or alleged negligence in the supervision, hiring, employment, training or monitoring of others by the **INSURED** in respect of ownership, operation, maintenance, use, loading or unloading, or negligent entrustment of an **AUTOMOBILE**.

Coverage Section VIII Law Enforcement Liability – Definitions

1. **OCCURRENCE** means an accident or a happening or event or a continuous or repeated exposure to conditions first occurring during the **PERIOD OF INSURANCE** which results in **BODILY INJURY, PROPERTY DAMAGE, PERSONAL INJURY** or **SEXUAL HARASSMENT**.

All **BODILY INJURIES, PERSONAL INJURIES** or **SEXUAL HARASSMENT** to one or more persons and/or **PROPERTY DAMAGE** arising out of an accident or a happening or event or a continuous or

repeated exposure to conditions shall be deemed one **OCCURRENCE**. All **CLAIMS** arising out of the same **OCCURRENCE** and all interrelated **OCCURRENCES** shall be deemed one **OCCURRENCE**, regardless of the number of **CLAIMS** made or persons or **INSUREDS** involved, and such **OCCURRENCE** shall be deemed to have first occurred on the earliest date alleged in such **CLAIMS**, regardless of whether such date is before or during the **PERIOD OF INSURANCE**. Only an **OCCURRENCE** deemed to have first occurred during the **PERIOD OF INSURANCE** are covered. Only one Policy, one **SELF INSURED RETENTION**, and one **Specific Excess Limit of Insurance** is applicable to any one **OCCURRENCE**.

2. **MOONLIGHTING** means any other employment, or extra-duty assignment that enforces the law or protects persons or property, approved by the **NAMED INSURED'S** police department, sheriff agency, or other law enforcement organization.

Coverage Section IX Terrorism

Coverage Section IX Terrorism – Insuring Agreements

Coverage is provided for one or more of the Coverage Subsections in this Coverage Section only if a corresponding **Specific Excess Limit of Insurance** is stated in the **Schedule of Specific Excess Limits of Insurance**.

Coverage in this Section is for loss or damage caused by an **ACT OF TERRORISM** or series of **ACTS OF TERRORISM**, as defined herein per Coverage Section.

Coverage Section IX Terrorism – Specific Excess Limits of Insurance

Underwriters' **Specific Excess Limit of Insurance** per **OCCURRENCE** or **CLAIM** for **Coverage Section IX Terrorism** is limited to, and not to exceed, the **Specific Excess Limit of Insurance** as stated in the **Schedule of Specific Excess Limits of Insurance**, over the **SELF INSURED RETENTION**, as stated in the **Schedule of SELF INSURED RETENTIONS**.

If an Annual Aggregate applies to any Coverage Subsection under this Coverage Section, the total Aggregate **Excess Limit of Insurance** for such Coverage Subsection under this Coverage Section combined during the **PERIOD OF INSURANCE** shall not exceed the Annual Aggregate limit as stated in the applicable Coverage Subsection of the **Schedule of Specific Excess Limits of Insurance**.

Coverage Section IX Terrorism – Property Terrorism

Property Terrorism Coverage: Underwriters agree, subject to the Policy limitations, terms and conditions to indemnify the **INSURED** for physical loss or physical damage by an **OCCURRENCE, ACT OF TERRORISM** or series of **ACTS OF TERRORISM**, as herein defined, occurring during the **PERIOD OF INSURANCE** to all Real and Personal Property, wherever located, and identified in Schedules on file with Underwriters (hereinafter referred to as the Schedule).

This Policy also covers, within the sum insured, expenses incurred in the removal of debris of property covered hereunder which may be directly destroyed or damaged by an **ACT OF TERRORISM** or series of **ACTS OF TERRORISM**. The cost of removal of debris shall not be considered in determination of the valuation of the property covered.

Coverage Section IX – Terrorism – Property Terrorism Conditions

1. **Protection Maintenance:** It is agreed that any protection provided by the **INSURED** for the safety of the insured property shall be maintained in good order throughout the currency of this Policy and shall be in use at all relevant times, and that such protection shall not be withdrawn or varied to the detriment of the interests of Underwriters without their consent.
2. **Valuation:** It is understood that, in the event of loss or damage, settlement shall be based upon the cost of repairing, replacing or reinstating (whichever is the least) on the same site, or nearest available site (whichever incurs the least cost) with material of like kind and quality without deduction for depreciation, subject to the following provisions: -
 - (a) The repairs, replacement or reinstatement (all hereinafter referred to as replacement) must be executed with due diligence and dispatch;
 - (b) Until replacement has been effected the amount of liability under this Policy in respect of loss shall be limited to the **ACTUAL CASH VALUE**, as defined under **Coverage Section I Property**, at the time of loss;

- (c) If replacement with material of like kind and quality is restricted or prohibited by any by-laws, ordinance or law, any increased cost of replacement due thereto shall not be covered by this Policy.

Underwriters' liability for loss under this Policy including this Condition shall not exceed the smallest of the following amounts:

- (i) The amount of the Policy applicable to the destroyed or damaged property;
- (ii) The replacement cost of the property or any part thereof identical with such property and intended for the same occupancy and use;
- (iii) The amount actually and necessarily expended in replacing said property or any part thereof.

3. **Proof of Loss:** The **INSURED** shall render a signed and sworn proof of loss within 60 consecutive days after the **OCCURRENCE** of a loss (unless such period be extended by the written agreement of Underwriters) stating the time, place and cause of loss, the interest of the **INSURED** and all others in the property, the sound value thereof and the amount of loss or damage thereto.

If Underwriters have not received such proof of loss within two (2) years of the expiry date of this Policy, they shall be discharged from all liability hereunder unless an extension has been specifically filed with Underwriters.

Coverage Section IX Terrorism – Property Terrorism Exclusions

In addition to the General Policy Exclusions, this Coverage subsection does not insure against:

- A. Loss or damage arising directly or indirectly from nuclear detonation, nuclear reaction, nuclear radiation or radioactive contamination, however such nuclear detonation, nuclear reaction, nuclear radiation or radioactive contamination may have been caused;
- B. Loss or damage occasioned directly or indirectly by war, invasion or warlike operations (whether war be declared or not), hostile acts of sovereign or government entities, civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power or martial law or confiscation by order of any Government or public authority;
- C. Loss by seizure or illegal occupation;
- D. Loss or damage caused by confiscation, requisition, detention, legal or illegal occupation, embargo, quarantine, or any result of any order of public or government authority which deprives the **INSURED** of the use or value of the **PROPERTY OF THE INSURED**, nor for loss or damage arising from acts of contraband or illegal transportation or illegal trade;
- E. Loss or damage directly or indirectly arising from or in consequence of the discharge of pollutants or contaminants, which pollutants and contaminants shall include but not be limited to any solid, liquid, gaseous or thermal irritant, contaminant of toxic or hazardous substance or any substance the presence, existence or release of which endangers or threatens to endanger the health, safety or welfare of persons or the environment;
- F. Loss or damage by chemical or biological release or exposure of any kind;
- G. Loss or damage by attacks by electronic means (cyber) including computer hacking or the introduction of any form of computer virus;
- H. Loss or damage caused by vandals or other persons acting maliciously or by way of protest or strikes,

riots or civil commotion unless physical loss or damage is caused directly by an Act or series of Acts of Terrorism;

- I. Loss or increased cost occasioned by any Public or Civil Authority's enforcement of any ordinance or law regulating the reconstruction, repair or demolition of any property insured hereunder which was not applicable prior to the Loss;
- J. Any consequential loss or damage caused by any other ensuing cause, except where such ensuing cause is directly caused by an **ACT OF TERRORISM** or series of **ACTS OF TERRORISM**, or where business interruption coverage is provided in addition to this Policy;
- K. Loss of use, delay or loss of markets, however caused or arising, and despite any preceding loss insured hereunder;
- L. Loss or damage caused by cessation, fluctuation or variation in, or insufficiency of, water, gas or electricity supplies and telecommunications of any type or service;
- M. Loss or increased cost as a result of threat or hoax, in the absence of physical damage due to an **ACT OF TERRORISM** or series of **ACTS OF TERRORISM**;
- N. Loss or damage caused by or arising out of burglary, house - breaking, theft or larceny or caused by any person taking part therein;
- O. Loss or damage caused to the following property:
 - (a) Land or Land Values;
 - (b) Power Transmission or feeder lines unless such Power Transmission or feeder lines are the responsibility of the **INSURED**;
 - (c) Aircraft or any other Aerial device, or watercraft;
 - (d) Any land conveyance, including vehicles, locomotives or rolling stock, unless such land conveyance is declared hereon and solely whilst located at the property insured herein at the time of its damage;
 - (e) Animals, plants and living things of all types.

Coverage Section IX Terrorism – Property Terrorism Definitions

- 1. **ACT OF TERRORISM** means an act, including the use of force or violence, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s), committed for political, religious or ideological purposes including the intention to influence any government and/or to put the public in fear for such purposes.
- 2. **OCCURRENCE** shall mean any one loss and/or series of losses arising out of and directly occasioned by one **ACT** or series of **ACTS OF TERRORISM** for the same purpose or cause. The duration and extent of any one **OCCURRENCE** shall be limited to all losses sustained by the **INSURED** at the property insured herein during any period of 72 consecutive hours arising out of the same purpose or cause. However, no such period of 72 consecutive hours may extend beyond the expiration of this Policy unless the **INSURED** shall first sustain direct physical loss or damage by an **ACT** or series of **ACTS OF TERRORISM** prior to expiration and within said period of 72 consecutive hours nor shall any period of 72 consecutive hours commence prior to the attachment of this Policy.

Coverage Section IX Terrorism – Liability Terrorism

This is a Claims Made and reported Coverage Subsection. This means that, subject to the terms and conditions of this Coverage Subsection, the coverage provided by this Coverage Subsection only covers CLAIMS first made against the INSURED or a circumstance which could reasonably be expected to give rise to a CLAIM during the period of insurance and reported to Underwriters in writing as soon as reasonably possible and in no event longer than 60 consecutive days after the end of the PERIOD OF INSURANCE. CLAIMS EXPENSES that are incurred in defending any CLAIM against the INSURED will reduce, and may completely exhaust, the Limit of Liability available to pay damages. Please review the coverage provided by this Coverage Subsection carefully and discuss the coverage with your insurance agent or broker.

Liability Terrorism Coverage: Underwriters agree, subject to the Policy limitations, terms and conditions to indemnify the INSURED for any damages and CLAIMS EXPENSES which the INSURED shall become legally liable to pay because of any CLAIM or CLAIMS for BODILY INJURY and/or PROPERTY DAMAGE, first made against the INSURED during the PERIOD OF INSURANCE and reported to Underwriters in writing no later than 60 consecutive days after the expiry of this Policy, caused by an ACT OF TERRORISM and/or SABOTAGE occurring during the PERIOD OF INSURANCE. This cover is subject to the terms, conditions and exclusions stated in this Policy.

Multiple ACTS OF TERRORISM and/or SABOTAGE which occur within a period of 72 consecutive hours and which have or appear to have a related purpose or common leadership will be deemed to be one ACT OF TERRORISM and/or SABOTAGE.

All CLAIMS arising out of the same or a continuing ACT OF TERRORISM and/or SABOTAGE, including ACTS OF TERRORISM and/or SABOTAGE which have or appear to have a related purpose or common leadership, within a period of 72 hours shall be considered a single CLAIM and deemed to have been made at the time the first of such CLAIMS is reported to Underwriters and shall be subject to a single EXCESS LIMIT OF INSURANCE.

Coverage Section IX Terrorism – Liability Terrorism Conditions

1. **PROOF OF LOSS:** The INSURED shall render a signed and sworn proof of loss within 60 consecutive days after the OCCURRENCE of a loss (unless such period be extended by the written agreement of Underwriters) stating the time, place and cause of loss, the interest of the INSURED and all others in the property, the sound value thereof and the amount of loss or damage thereto.

If Underwriters have not received such proof of loss within two years of the expiry date of this Policy, they shall be discharged from all liability hereunder unless an extension has been specifically filed with Underwriters.

Coverage Section IX Terrorism – Liability Terrorism Exclusions

This Policy does not apply to any actual or alleged loss, liability, injury, CLAIM EXPENSES, cost and expense arising directly or indirectly:

- A. from or as a result of nuclear detonation, nuclear reaction, nuclear radiation or radioactive contamination, however such nuclear detonation, nuclear reaction, nuclear radiation or radioactive contamination may have been caused;
- B. from or as a result of war, invasion or warlike operations (whether war be declared or not), hostile acts of sovereign or government entities, civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power or martial law or confiscation by order of any Government or public authority;

- C. from or as a result of seizure or illegal occupation unless caused directly by an insured **ACT OF TERRORISM** and/or **SABOTAGE**;
- D. from or as a result of confiscation, requisition, detention, legal occupation, embargo, quarantine, or any result of any order of public or government authority which deprives the **INSURED** of the use or value of its property, nor for loss or damage arising from acts of contraband or illegal transportation or illegal trade;
- E. from or as a result of the discharge of **POLLUTANTS** or contaminant, which **POLLUTANTS** and contaminants shall include but not be limited to any solid, liquid, gaseous or thermal irritant, contaminant of toxic or hazardous substance or any substance the presence, existence or release of which endangers or threatens to endanger the health, safety or welfare of persons or the environment or loss, injury or damage directly or indirectly arising from chemical or biological release or exposure of any kind;
- F. from or as a result of attacks using electronic means including computer hacking or the introduction of any form of computer virus;
- G. from or as a result of vandals or other persons acting maliciously or by way of protest or strikes, riots or civil commotion unless caused directly by an insured **ACT OF TERRORISM** and/or **ACT OF SABOTAGE**;
- H. from or as a result of consequential loss, delay or loss of markets, failure to supply goods or services, or failure to perform however caused or arising, and despite any preceding loss insured hereunder;
- I. from or as a result of cessation, fluctuation or variation in, or insufficiency of, water, gas or electricity supplies, telecommunications or service of any type;
- J. from or as a result of threat or hoax;
- K. from or as a result of **BODILY INJURY** to employees or contract workers of the **INSURED** or arising under any workers' compensation, unemployment compensation or disability laws, statutes, or regulation;
- L. from or as a result of **BODILY INJURY** or **PROPERTY DAMAGE** arising out of discrimination or humiliation;
- M. from or as a result of property:
 - (1) owned, leased, rented or occupied by the **INSURED**; or
 - (2) in the care, custody or control of the **INSURED**;
- N. from or as a result of fines, penalties, punitive damages, exemplary damages, or any additional damages resulting from the multiplication of compensatory damages;
- O. from or as a result of mental injury, anguish or shock where no **BODILY INJURY** has occurred to the claimant;
- P. from or as a result of **BODILY INJURY** and/or **PROPERTY DAMAGE** directly or indirectly relating to the actual, alleged or threatened presence of asbestos in any form;
- Q. from or as a result of any **CLAIMS** or circumstances disclosed on the Application for this insurance;
- R. from or as a result of any design, manufacture, assembly, sale trade, distribution or promotion of any product; and

S. from or as a result of the rendering of or failure to render professional services.

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.

Coverage Section IX Terrorism – Liability Terrorism Definitions

1. **ACT OF TERRORISM** means an act, including the use of force or violence, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s), committed for political, religious or ideological purposes including the intention to influence any government and/or to put the public in fear for such purposes.
2. **ACT OF SABOTAGE** means an act or series of acts of deliberate damage or destruction of property by secret means committed for subversive, political, religious or ideological purposes including the intention to influence any government and/or to put the public in fear for such purposes.
3. **CLAIM EXPENSES** means investigation, adjustment, appraisal, defense and appeal costs and expenses and pre and post judgment interest, paid or incurred by or on behalf of the **INSURED**. The salaries, expenses or administrative costs of the **INSURED** or its employees or any insurer shall not be included within the meaning of **CLAIM EXPENSES**.
4. **OCCURRENCE** means any one loss and/or series of losses arising out of and directly occasioned by one **ACT** or series of related **ACTS OF TERRORISM** and/or **ACTS OF SABOTAGE** for the same purpose or cause. The duration and extent of any one **OCCURRENCE** shall be limited to all losses directly occasioned by one **ACT** or series of **ACTS OF TERRORISM** and/or **ACTS OF SABOTAGE** arising out of the same purpose or cause during any period of 72 consecutive hours commencing at the time of the first such act and within a radius of 10 miles of the location of the first such **ACT OF TERRORISM** and/or **ACT OF SABOTAGE**.

However, for the purposes of this Policy no period of 72 consecutive hours shall commence prior to the attachment of this Policy.

Coverage Section IX Terrorism – Employers' Liability Terrorism

This is a Claims Made and reported Coverage Subsection. This means that, subject to the terms and conditions of this Coverage Subsection, the coverage provided by this Coverage Subsection only covers CLAIMS first made against the INSURED or a circumstance which could reasonably be expected to give rise to a CLAIM during the PERIOD OF INSURANCE and reported to Underwriters in writing as soon as reasonably possible and in no event longer than 90 consecutive days after the end of the PERIOD OF INSURANCE. CLAIMS EXPENSES that are incurred in defending any CLAIM against the INSURED will reduce, and may completely exhaust, the Limit of Liability available to pay DAMAGES.

Coverage: Underwriters agree, subject to the Policy limitations, terms and conditions to indemnify the **INSURED** for any **DAMAGES** which the **INSURED** shall become legally liable to pay as compensation for **BODILY INJURY** to an **EMPLOYEE** of the **INSURED** (other than the perpetrator(s) of the **ACT OF TERRORISM**) during the course of their employment in the business of the **INSURED**, provided such **BODILY INJURY** is caused solely and directly by an **ACT OF TERRORISM** occurring during the **PERIOD OF INSURANCE** at the location named in the schedule. Underwriters will also pay **CLAIMS EXPENSES**.

Multiple **ACTS OF TERRORISM** which occur within a period of 72 consecutive hours and which have or appear to have a related purpose or common leadership will be deemed to be one **ACT OF TERRORISM**.

All **CLAIMS** arising out of the same or a continuing **ACT OF TERRORISM**, including **ACTS OF TERRORISM** which have or appear to have a related purpose or common leadership, within a period of

72 hours shall be considered a single **CLAIM** and deemed to have been made at the time the first of such **CLAIMS** is reported to Underwriters and shall be subject to a single **Specific Excess Limit of Insurance**.

Coverage Section IX Terrorism – Employers’ Liability Terrorism Conditions

1. **Proof of Loss:** The **INSURED** shall render a signed and sworn proof of loss within 60 consecutive days after the occurrence of a loss (unless such period be extended by the written agreement of Underwriters) stating the time, place and cause of loss, the interest of the **INSURED** and all others in the property, the sound value thereof and the amount of loss or damage thereto.

If Underwriters have not received such proof of loss within two years of the expiry date of this Policy, they shall be discharged from all liability hereunder unless an extension has been specifically filed with Underwriters.

Coverage Section IX Terrorism – Employers’ Liability Terrorism Exclusions

This insurance does not cover **DAMAGES** or **CLAIMS EXPENSES** with respect to any **CLAIM** directly or indirectly arising from, caused by or due to:

- A. Any **ACT OF TERRORISM** involving the emission, discharge, dispersal, release or escape of any chemical or biological agent;
- B. Any threat or hoax of an **ACT OF TERRORISM**;
- C. Any **ACT OF TERRORISM** by electronic means including computer hacking or the introduction into any computer of any form of corrupting, harmful or otherwise unauthorized instructions or code. This exclusion shall not apply to the detonation of any explosive bomb or missile which is controlled by any remote device or reliant upon electronic means in its launch, guidance or firing systems;
- D. Any **POLLUTANT OR CONTAMINANT**, however such **POLLUTANT OR CONTAMINANT** may have been introduced or arisen;
- E. Vandalism and malicious mischief, strikes, labor unrest, riots or civil commotion;
- F. War, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power;
- G. Confiscation, nationalization, requisition or destruction of or damage to property by or under the order of any government or public or local authority;
- H. Nuclear reaction, nuclear radiation or radioactive contamination, however such nuclear reaction, nuclear radiation or radioactive contamination may have been caused;
- I. Injury caused by or resulting from the **INSURED**'s recklessness or deliberate misconduct;
- J. Injury arising out of any breach of an obligation owed by the **INSURED** as an employer including but not limited to **EMPLOYEE CLAIMS** of wrongful termination of employment, discrimination, harassment, false arrest, slander, invasion of privacy, assault or battery, or mental anguish or humiliation when asserted in connection with an employment related **CLAIM**;
- K. Mental injury, anguish or shock where no actual physical injury has occurred to the claimant;
- L. Criminal, dishonest, fraudulent or malicious conduct by the **INSURED**.

This insurance does not cover fines, penalties, punitive or exemplary **DAMAGES**, sanctions or any

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.

Coverage Section IX Terrorism – Employers' Liability Terrorism Definitions

1. **ACT OF TERRORISM** means an act, including the use of force or violence, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s), committed for political, religious or ideological purposes including the intention to influence any government and/or to put the public in fear for such purposes.
2. **BODILY INJURY** means, for this coverage only, all physical injury to a third party human being, other than the perpetrator(s) of the **ACT OF TERRORISM**, including death, sickness, disease or disability and all consequent mental injury, anguish or shock to such human suffering such physical injury.
3. **CLAIMS EXPENSES** means all fees, costs and expenses incurred with the written consent of Underwriters resulting from the investigation, adjustment, appraisal, defense or appeal of a **CLAIM, SUIT** or proceeding relating to a **CLAIM**. **CLAIMS EXPENSES** do not include the salaries, expenses, overhead or other charges by the **INSURED** for any time spent in cooperating in the defense, settlement and investigation of any **CLAIM**.
4. **DAMAGES** means a monetary judgment, monetary award or monetary settlement made with Underwriters written approval.
5. **POLLUTANT OR CONTAMINANT** includes but is not limited to any solid, liquid, gaseous or thermal irritant, contaminant or toxic or hazardous substance or any substance the presence, existence, or release of which endangers or threatens to endanger the health, safety or welfare of persons or the environment.
6. **EMPLOYEE** means the following persons working for the **INSURED** for the purpose of the **INSURED's** business:
 - (a) Any person employed by the **INSURED** under a contract of service or apprenticeship;
 - (b) Any person supplied to, hired by or borrowed by the **INSURED**;
 - (c) Labor masters and persons supplied by them;
 - (d) Persons employed by labor only sub-contractors;
 - (e) Self-employed persons and voluntary helpers;
 - (f) Any person attending under a work experience scheme; or
 - (g) A prospective **EMPLOYEE** who is undergoing practical work experience while being assessed by the insured as to his or her suitability for employment.

Coverage Section X SEXUAL ABUSE Liability

This is a Claims Made and Reported Section

Coverage Section X SEXUAL ABUSE Liability – Insuring Agreements

SEXUAL ABUSE Liability: Underwriters agree, subject to the Policy limitations, terms and conditions, to indemnify the **NAMED INSURED** for all sums which the **NAMED INSURED** is legally obligated to pay, as more fully defined by the term **ULTIMATE NET LOSS**, because of **SEXUAL ABUSE** by any past, present or future officials, board or commission members, trustees, directors, officers, employees, or volunteer workers of the **NAMED INSURED**. This provision applies only to the liability of the **NAMED INSURED** to pay any settlement, verdict or judgment; providing that the sole liability imposed on the **NAMED INSURED** does not arise from any contractual duty to indemnify.

This coverage applies only if a **CLAIM** for damages, because of **SEXUAL ABUSE**, is first made against the **INSURED** or initial **DISCOVERY** take place during the **PERIOD OF INSURANCE**. The **SEXUAL ABUSE** must have first occurred on or after the Retroactive Date shown in the **Schedule of Specific Excess Limits of Insurance**, but in no event any later than the last day of the **PERIOD OF INSURANCE**. The **SEXUAL ABUSE** must be reported to Underwriters as soon as practical but in no event later than:

(a) 180 consecutive days following the initial **DISCOVERY** of any actual, attempted or pending alleged **SEXUAL ABUSE**;

(b) during the Basic or Supplemental Extended Reporting Period applicable to this coverage, if any,

whichever comes first.

All actual or alleged acts of **SEXUAL ABUSE** by any past, present or future officials, board or commission members, trustees, directors, officers, employees, or volunteer workers of the **NAMED INSURED**, acting alone or in concert, shall be deemed one **CLAIM**, and shall be considered first made when initial **DISCOVERY** takes place or when the first of such **CLAIMS** is made to the **INSURED**, whichever comes first, regardless of:

(a) The number of persons alleging **SEXUAL ABUSE**;

(b) The number of locations where the **SEXUAL ABUSE** occurred;

(c) The number of acts of **SEXUAL ABUSE**; or

(d) The period of time over which the **SEXUAL ABUSE** took place, whether the **SEXUAL ABUSE** is during, before or after the **PERIOD OF INSURANCE**. However, only acts of **SEXUAL ABUSE** that take place after the Retroactive Date shown in the **Schedule of Specific Excess Limits of Insurance** and before the end of the **PERIOD OF INSURANCE** are covered.

Underwriters will not make payment for any loss, **CLAIM**, or for any **DEFENSE COSTS** for any past, present or future officials, board or commission members, trustees, directors, officers, employees, or volunteer workers of the **NAMED INSURED** or other person or persons in respect of actual or alleged **SEXUAL ABUSE**; however, with respect only to this **Coverage Section X SEXUAL ABUSE Liability**, Underwriters agree, subject to all other Policy limitations, terms and conditions, that as to any **CLAIM** involving **SEXUAL ABUSE** alleged to have been committed by any past, present or future officials, board or commission members, trustees, directors, officers, employees, or volunteer workers of the **NAMED INSURED** only, Underwriters will indemnify the **NAMED INSURED** for all reasonable **DEFENSE COSTS** for that official, board or commission member, trustee, director, officer, employee, or volunteer worker of the **NAMED INSURED** to the extent such **DEFENSE COSTS** are incurred prior to the date on which, by either agreement, admission, or settlement of a **CLAIM** or by an adjudication, it is determined that the official, board or commission member, trustee, director, officer, employee, or volunteer worker of the **NAMED INSURED** committed an act of **SEXUAL ABUSE**.

Coverage Section X SEXUAL ABUSE Liability – Specific Excess Limits of Insurance

Underwriters' **Specific Excess Limit of Insurance** per **CLAIM** for **Coverage Section X SEXUAL ABUSE Liability** is limited to, and not to exceed, the **Specific Excess Limits of Insurance** as stated in the **Schedule of Specific Excess Limits of Insurance**, over the **SELF INSURED RETENTION** as stated in the **Schedule of SELF INSURED RETENTIONS**.

If an Annual Aggregate applies to any coverage under this **Coverage Section X SEXUAL ABUSE Liability**, the total Annual Aggregate **Excess Limit of Insurance** for such coverage under this Coverage Section combined during the **PERIOD OF INSURANCE** shall not exceed the Annual Aggregate limit as stated in the applicable Coverage Section of the **Schedule of Specific Excess Limits of Insurance**.

Coverage Section X SEXUAL ABUSE Liability – Conditions

1. **Basic Extended Reporting Period:**

A Basic Extended Reporting Period is automatically provided without additional charge. This period starts with the end of the **PERIOD OF INSURANCE** and lasts for 60 consecutive days.

If, however, this Policy and this Coverage Section is succeeded by similar Claims Made insurance coverage, with any insurer, on which the Retroactive Date is the same as or earlier than the Retroactive Date shown in the applicable Coverage Section of the **Schedule of Specific Excess Limits of Insurance** of this Policy, the succeeding Policy shall be deemed to be a renewal of this Policy, and the **INSURED** shall have no right to an Extended Reporting Period from Underwriters under this Policy.

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

2. **Supplemental Extended Reporting Period:**

Underwriters will provide a Supplemental Extended Reporting Period, as described below, if:

- (a) This Policy or this Coverage Section of this Policy is cancelled or non-renewed; or
- (b) Underwriters renew or replace this Policy, or this Coverage Section of this Policy, with insurance that does not apply to **SEXUAL ABUSE** on a Claims Made basis.

A Supplemental Extended Reporting Period of one year duration is available but only by endorsement to this Policy and for an additional premium not to exceed 200% of the annual premium for this Coverage Section. This supplemental period starts when the Basic Extended Reporting Period ends.

The **INSURED** must give Underwriters a written request for the endorsement within 30 consecutive days after the end of the **PERIOD OF INSURANCE**. The Supplemental Extended Reporting Period will not go into effect unless the **INSURED** pays the additional premium within 30 consecutive days. This endorsement will set forth the terms consistent with the Coverage Section.

Underwriters shall determine the additional premium in accordance with its applicable rules, rates and underwriting practices. Coverage for **CLAIMS** received during such Supplemental Extended Reporting Period is excess over any other valid and collectible insurance available under any other policies.

Extended Reporting Periods do not reinstate or increase the applicable **SELF INSURED RETENTION**, the **LOSS FUND**, the applicable **Specific Excess Limit of Insurance**, or the **Excess LOSS FUND Protection**.

Extended Reporting Periods do not extend the **PERIOD OF INSURANCE** or change the scope of coverage provided within this Coverage Section. They apply to **CLAIMS** arising out of **SEXUAL ABUSE** that take place before the end of the **PERIOD OF INSURANCE** in which this Policy and this Coverage Section are in force. Once in effect, Extended Reporting Periods may not be cancelled.

3. Reporting to Underwriters:

For the purposes of compliance with the reporting requirements of this Coverage Section, the **INSURED'S** reporting of a **CLAIM** or **DISCOVERY** to the **THIRD PARTY CLAIMS ADMINISTRATOR** shall be considered reporting of the **CLAIM** or **DISCOVERY** to Underwriters, provided that the **CLAIM** or **DISCOVERY** is reported to the **THIRD PARTY CLAIMS ADMINISTRATOR** no later than:

- (a) 180 consecutive days following the initial **DISCOVERY** of any actual, attempted or pending alleged **SEXUAL ABUSE**;
- (b) 60 consecutive days following the expiration of the **PERIOD OF INSURANCE**; or
- (c) the applicable **Extended Reporting Period**,

whichever comes first. Any failure to comply with this provision for any reason whatsoever will result in the absolute exclusion of any resulting **SEXUAL ABUSE CLAIMS**, irrespective of whether Underwriters have been prejudiced by said failure.

Coverage Section X SEXUAL ABUSE Liability – Exclusions

In addition to the General Policy Exclusions, this Coverage 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 Coverage Section of this Policy, whether or not a limit is stated in **the Schedule of Specified Excess Limits of Insurance**;
- B.** **SEXUAL ABUSE** involving the same official, board or commission member, trustee, director, employee, or volunteer worker of the **NAMED INSURED** or other person or persons which occurred after the **DISCOVERY** by any of the **NAMED INSURED'S** officials, trustees, directors, officers or partners of any actual, attempted or pending alleged **SEXUAL ABUSE** by said perpetrator. Neither this coverage nor any subsequent coverage provided by Underwriters will apply;
- C.** Any **SEXUAL ABUSE** if the first incident of **SEXUAL ABUSE** by the same, or allegedly the same, perpetrators took place, or allegedly took place, before the Retroactive Date shown in the **Schedule of Specified Excess Limits of Insurance**;
- D.** **SEXUAL ABUSE** for which **DISCOVERY** occurred prior to the **PERIOD OF INSURANCE**;
- E.** Punitive or exemplary damages;
- F.** **CLAIMS**, proceedings, demands, or actions seeking relief or redress in any form other than monetary damages, including defense of same; or any loss, fees, costs or expenses which the **INSURED** may be obligated to pay to any third-party as a result of any adverse judgment for declaratory relief or administrative relief or injunctive relief;

- G. Any cost, civil fine, penalty or expense against any **INSURED** arising from any complaint or enforcement action from any federal, state or local governmental regulatory agency;
- H. Any **CLAIM** for which an **INSURED** is entitled to indemnity under any Policy or Policies the term of which has expired prior to the inception date of this Policy, or for which an **INSURED** would be entitled to indemnity except for the exhaustion of the limit of such prior insurance;
- I. Any **CLAIM** arising out of any pending or prior litigation or hearing, as well as future **CLAIMS** arising out of any pending or prior litigation or hearing. If this Policy is a renewal of a Policy issued by Underwriters, this exclusion shall only apply with respect to **CLAIMS** arising out of any pending or prior litigation or hearing, prior to the effective date of the first Policy issued and continuously renewed by Underwriters;
- J. Any **CLAIM** for **BODILY INJURY** to any **INSURED** for which the **INSURED** is held liable under any Workers' Compensation, unemployment compensation, disability benefits law, employers' liability or under any similar law;
- K. Any **DEFENSE COSTS** for any past, present or future officials, board or commission members, trustees, directors, officers, employees, or volunteer workers of the **NAMED INSURED** who had personal knowledge of the **SEXUAL ABUSE**, or in the exercise of reasonable care should have known of the **SEXUAL ABUSE**, and failed to properly report the **SEXUAL ABUSE** to the **NAMED INSURED'S** officials, trustees, directors, officers, partners or any person that the **NAMED INSURED** has made responsible in an official capacity to prevent **SEXUAL ABUSE**.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NAMED INSURED: Indian River County BOCC

Policy Number: PK1017423

Effective Date: May 1, 2023

Endorsement Number 1

SECURITY SCHEDULE

Unique Market Reference: B1551JEE65S23A000

Certain Underwriters at Lloyd's London: Syndicate BRT 2987	50.000%	One Lime Street London, EC3M 7HA England
Aspen Specialty Insurance Co.	11.000%	400 Capital Boulevard Suite 200 Rocky Hill CT 06067 USA
AXIS Surplus Insurance Co.	3.000%	10000 Avalon Boulevard Suite 200 Alpharetta GA 30009 USA
Endurance American Specialty Insurance Co.	11.000%	4 Manhattanville Road Purchase NY 10577 USA
United Specialty Insurance Company DGE- PK1017423	25.000%	1900 L Don Dodson Drive Bedford TX 76021 USA

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NAMED INSURED: Indian River County BOCC

Policy Number: PK1017423

Effective Date: May 1, 2023

Endorsement Number 2

**U.S. TERRORISM RISK INSURANCE ACT OF 2002 AS AMENDED NOT PURCHASED CLAUSE
(AMB1007042021)**

This Clause is issued in accordance with the terms and conditions of the "U.S. Terrorism Risk Insurance Act of 2002" as amended as summarized in the disclosure notice.

It is hereby noted that the Underwriters have made available coverage for "insured losses" directly resulting from an "act of terrorism" as defined in the "U.S. Terrorism Risk Insurance Act of 2002", as amended ("TRIA") and the Insured has declined or not confirmed to purchase this coverage.

This Insurance therefore affords no coverage for losses directly resulting from any "act of terrorism" as defined in TRIA except to the extent, if any, otherwise provided by this policy.

All other terms, conditions, insured coverage and exclusions of this Insurance including applicable limits and deductibles remain unchanged and apply in full force and effect to the coverage provided by this Insurance.

LMA5390

09 January 2020

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NAMED INSURED: Indian River County BOCC

Policy Number: PK1017423

Effective Date: May 1, 2023

Endorsement Number 3

**CERTIFICATES OF INSURANCE
(PENP5001042021)**

It is hereby understood and agreed that holders of Certificates of Insurance issued against this Policy that are shown as Additional **INSUREDS** are added to this Policy pursuant to the terms of this Policy as described in **General Policy Definition 15. INSURED**.

Certificates of Insurance issued against this Policy for Certificate holders who do not fall within **General Policy Definition 15. INSURED**, require prior agreement of Underwriters and subsequent endorsement of this Policy is required.

It is also agreed that, only when required by written contract between the **NAMED INSURED** and the Certificate holder, this insurance shall be considered primary to any insurance held by the Certificate holder and theirs shall be excess.

In addition, it is agreed that, only when required by written contract between the **NAMED INSURED** and the Certificate holder to provide 30 days' notice of cancellation, Underwriters will endeavor to give at least 30 days' notice of cancellation when possible but, in any event, will give the notice required under the terms and conditions of this policy.

**EXCEPT AS AMENDED IN THIS ENDORSEMENT, THIS INSURANCE IS SUBJECT TO ALL
COVERAGE TERMS, CLAUSES, AND CONDITIONS IN THE POLICY TO WHICH THIS
ENDORSEMENT IS ATTACHED.**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NAMED INSURED: Indian River County BOCC

Policy Number: PK1017423

Effective Date: May 1, 2023

Endorsement Number 4

**COVERAGE SECTION IV ERRORS AND OMISSIONS LIABILITY – OCCURRENCE BASIS
(PENP5016042021)**

It is understood and agreed that **Coverage Section IV Errors and Omissions Liability** of the Policy is deleted in its entirety and replaced with the following:

Coverage Section IV Errors and Omissions Liability

Coverage Section IV Errors and Omissions Liability – Insuring Agreements

Coverage is provided for one or more of the Coverage Subsections in this Coverage Section only if a corresponding **Specific Excess Limit of Insurance** is stated in the **Schedule of Specific Excess Limits of Insurance**.

- A. Errors & Omissions:** Underwriters agree, subject to the Policy limitations, terms and conditions, to indemnify the **INSURED** for all sums for which the **INSURED** is legally obligated to pay, as more fully defined by the term **ULTIMATE NET LOSS**, arising out of an **OCCURRENCE** of a **WRONGFUL ACT** first committed during the **PERIOD OF INSURANCE**.
- B. Employment Practices Liability:** Underwriters agree, subject to the Policy limitations, terms and conditions, to indemnify the **INSURED** for all sums for which the **INSURED** is legally obligated to pay, as more fully defined by the term **ULTIMATE NET LOSS**, arising out of an **OCCURRENCE** of **EMPLOYMENT PRACTICES VIOLATION**, including mental anguish resulting from an **EMPLOYMENT PRACTICES VIOLATION** first committed during the **PERIOD OF INSURANCE**. Furthermore, Underwriters agree to indemnify the **INSURED** for **DEFENSE COSTS** and **CLAIMS** arising out of charges filed with the Equal Employment Opportunity Commission or comparable federal, state or local administrative agency based on, or arising out of the same **EMPLOYMENT PRACTICES VIOLATION** or a series of related **EMPLOYMENT PRACTICES VIOLATIONS** by one or more **INSUREDS**.
- C. SEXUAL HARASSMENT Liability:** Underwriters agree, subject to the Policy limitations, terms and conditions, to indemnify the **NAMED INSURED** for all sums for which the **NAMED INSURED** is legally obligated to pay, as more fully defined by the term **ULTIMATE NET LOSS**, arising out of an **OCCURRENCE** of any actual or alleged acts of **SEXUAL HARASSMENT** by any past, present or future official, board or commission member, trustee, director, employee, or volunteer worker of the **NAMED INSURED** first committed during the **PERIOD OF INSURANCE** against another **INSURED**. This provision applies only to the liability of the **NAMED INSURED** to pay any settlement, verdict or judgment; providing that the sole liability imposed on the **NAMED INSURED** does not arise from any contractual duty to indemnify.

All actual or alleged acts of **SEXUAL HARASSMENT** by any past, present or future officials, board or commission members, trustees, directors, employees, or volunteer workers of the **NAMED INSURED**, acting alone or in concert, shall be considered as arising out of one **OCCURRENCE**, regardless of:

- (a) The number of persons alleging **SEXUAL HARASSMENT**;

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NAMED INSURED: Indian River County BOCC

Policy Number: PK1017423

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- (b) The number of locations where the **SEXUAL HARASSMENT** occurred;
- (c) The number of acts of **SEXUAL HARASSMENT**; or
- (d) The period of time over which the **SEXUAL HARASSMENT** took place, whether the **SEXUAL HARASSMENT** is during, before or after the **PERIOD OF INSURANCE**.

Underwriters will not make payment for any loss, **OCCURRENCE**, **SUIT** or for any **DEFENSE COSTS** for any past, present or future officials, board or commission members, trustees, directors, employees, or volunteer workers of the **NAMED INSURED** in respect of actual or alleged **SEXUAL HARASSMENT** to an **INSURED**. However, with respect only to this **Coverage Section IV Errors and Omissions Liability – Insuring Agreement C. SEXUAL HARASSMENT Liability**, Underwriters agree, subject to all other Policy limitations, terms and conditions, that as to any loss, **OCCURRENCE** or **SUIT** for any actual or alleged **SEXUAL HARASSMENT** against an **INSURED** by a past, present or future official, board or commission member, trustee, director, employee, or volunteer worker of the **NAMED INSURED**, Underwriters will indemnify the **NAMED INSURED** for all the reasonable **DEFENSE COSTS** for that official, board or commission member, trustee, director, employee, or volunteer worker of the **NAMED INSURED** to the extent such **DEFENSE COSTS** are incurred prior to the date on which, by either agreement, admission, or settlement of a loss or by an adjudication, it is determined that the official, board or commission member, trustee, director, employee, or volunteer worker of the **NAMED INSURED** committed an act of **SEXUAL HARASSMENT** against an **INSURED**. Coverage only applies if the act of **SEXUAL HARASSMENT** was first committed during the **PERIOD OF INSURANCE**.

Coverage Section IV Errors and Omissions Liability – Specific Excess Limits of Insurance

Underwriters' **Specific Excess Limit of Insurance** per **OCCURRENCE** for **Coverage Section IV – Errors and Omissions Liability** is limited to, and not to exceed, the **Specific Excess Limits of Insurance** as stated in the **Schedule of Specific Excess Limits of Insurance**, over the **SELF INSURED RETENTION** as stated in the **Schedule of SELF INSURED RETENTIONS**.

If an Annual Aggregate applies to any coverage under this **Coverage Section IV Errors and Omissions Liability**, the total Aggregate **Excess Limit of Insurance** for such coverage under this Coverage Section combined during the **PERIOD OF INSURANCE** shall not exceed the Annual Aggregate limit as stated in the applicable Coverage Section of the **Schedule of Specific Excess Limits of Insurance**.

Coverage Section IV Errors and Omissions Liability – Exclusions

In addition to the General Policy Exclusions, this Coverage 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 Coverage Section of this Policy, whether or not a limit is stated in the **Schedule of Specified Excess Limits of Insurance**;
- B.** Any **CLAIM** for damages, whether direct or consequential for **BODILY INJURY**, **PERSONAL INJURY**, or **PROPERTY DAMAGE**;

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NAMED INSURED: Indian River County BOCC

Policy Number: PK1017423

Effective Date: May 1, 2023

- C.** Any **CLAIM** based upon or attributable to any **INSURED** gaining in fact any personal profit or advantage to which they were not legally entitled including remuneration paid in violation of law as determined by the Courts;
- D.** Any **CLAIM** based upon or attributable to the rendering or failure to render any opinion, treatment, consultation or service unless acting within the scope of their duties as an **INSURED**;
- E.** Any **CLAIM** arising out of or in any way involving any employee benefit plan, except as covered under this **Coverage Section IV Errors and Omissions Liability – Insuring Agreement B. Employment Practices Liability** for discrimination;
- F.** **CLAIMS**, proceedings, demands, or actions seeking relief or redress in any form other than monetary damages, including defense of same; or any loss, fees, costs or expenses which the **INSURED** may be obligated to pay to any third-party as a result of any adverse judgment for declaratory relief or administrative relief or injunctive relief, except that this exclusion shall not apply to any **CLAIM** made to the Equal Employment Opportunity Commission (E.E.O.C.), or such similar federal, state or local administrative agency established to handle or adjudicate **EMPLOYMENT PRACTICES VIOLATIONS** that involve or arise from alleged employment discrimination other than **CLAIMS** brought under the federal Fair Labor Standards Act or similar state act or law;
- G.** Any cost, civil fine, penalty or expense against any **INSURED** arising from any complaint or enforcement action from any federal, state or local governmental regulatory agency;
- H.** Any **CLAIM** for which an **INSURED** is entitled to indemnity under any Policy or Policies the term of which has expired prior to the inception date of this Policy, or for which an **INSURED** would be entitled to indemnity except for the exhaustion of the limit of such prior insurance;
- I.** Any **CLAIM** arising out of any pending or prior litigation or hearing, as well as future **CLAIMS** arising out of any pending or prior litigation or hearing. If this Policy is a renewal of a Policy issued by Underwriters, this exclusion shall only apply with respect to **CLAIMS** arising out of any pending or prior litigation or hearing, prior to the effective date of the first Policy issued and continuously renewed by Underwriters;
- J.** Any **CLAIM** brought as a counter-**CLAIM** or cross **CLAIM** by an **INSURED** against any other **INSURED** however, this exclusion does not apply to **EMPLOYMENT PRACTICES VIOLATIONS**;
- K.** Any **CLAIM** alleging, based upon, arising out of or attributable to breach of any express, implied, actual or constructive contract, agreement, warranty, guarantee or promise, unless liability would have attached to the **INSURED** even in the absence of such contract, agreement, warranty, guarantee or promise. However, this exclusion shall not apply to **CLAIMS** alleging violation of employment contracts brought by employees or officials;
- L.** Any **CLAIM** for the return of money or property, other than **PROPERTY OF THE INSURED**, that is being held by the **INSURED**, or that is in the care, custody, or control of the **INSURED**;
- M.** Any **CLAIM** for the return of any fees, taxes, assessments, or other similar payments made to the **INSURED**;
- N.** Any **CLAIM** arising from **LAW ENFORCEMENT ACTIVITIES**.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NAMED INSURED: Indian River County BOCC

Policy Number: PK1017423

Effective Date: May 1, 2023

Coverage Section IV Errors and Omissions Liability – Definitions

1. **OCCURRENCE** means a **WRONGFUL ACT, EMPLOYMENT PRACTICES VIOLATION** or **SEXUAL HARASSMENT** first committed during the **PERIOD OF INSURANCE**.

All **CLAIMS** based on or arising out of the same **WRONGFUL ACT, EMPLOYMENT PRACTICES VIOLATION** or **SEXUAL HARASSMENT** or a series of related **WRONGFUL ACTS, EMPLOYMENT PRACTICES VIOLATIONS** or **SEXUAL HARASSMENT** shall be deemed one **OCCURRENCE**, regardless of the number of **CLAIMS** made or persons or **INSUREDS** involved, and such **OCCURRENCE** shall be deemed to have first occurred on the earliest date alleged in such **CLAIMS**, regardless of whether such date is before or during the **PERIOD OF INSURANCE**. Only **OCCURRENCES** deemed to have first occurred during the **PERIOD OF INSURANCE** are covered. Only one Policy, one **SELF INSURED RETENTION**, and one **Specific Excess Limit of Insurance** is applicable to any one **OCCURRENCE**.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NAMED INSURED: Indian River County BOCC

Policy Number: PK1017423

Effective Date: May 1, 2023

Endorsement Number 5

**DEFENSE COSTS IN ADDITION
(PENP5017042021)**

It is understood and agreed that coverage as afforded under **Coverage Section II General Liability, Coverage Section III AUTOMOBILE Liability, Coverage Section IV Errors and Omissions Liability, Coverage Section VI Employee Benefits Liability, Coverage Section VIII Law Enforcement Liability** and **Coverage Section X SEXUAL ABUSE Liability** is extended for **DEFENSE COSTS** only for covered losses under this Policy for the following **DEFENSE COST Limit** in addition to the applicable **Specific Excess Limit of Insurance** stated in **Schedule of Specific Excess Limits of Insurance**.

DEFENSE COST Limit: \$500,000 each **OCCURRENCE** or **CLAIM** excess of the applicable **Specific Excess Limit of Insurance**

Furthermore, coverage for **DEFENSE COSTS** provided hereunder ends once the **DEFENSE COST Limit** shown in this endorsement is exhausted by payment of **DEFENSE COSTS** or once the applicable **Specific Excess Limit of Insurance** is exhausted by payment of the **ULTIMATE NET LOSS** not including **DEFENSE COSTS**, whichever comes first.

EXCEPT AS AMENDED IN THIS ENDORSEMENT, THIS INSURANCE IS SUBJECT TO ALL
COVERAGE TERMS, CLAUSES, AND CONDITIONS IN THE POLICY TO WHICH THIS
ENDORSEMENT IS ATTACHED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NAMED INSURED: Indian River County BOCC

Policy Number: PK1017423

Effective Date: May 1, 2023

Endorsement Number 6

**COVERAGE SECTION II GENERAL LIABILITY – UNMANNED AIRCRAFT COVERAGE
(PENP5018042021)**

It is understood and agreed that **Coverage Section II General Liability – Exclusion E** shall not apply to an **UNMANNED AIRCRAFT** used by an **INSURED** in the course and scope of their duties on behalf of the **NAMED INSURED**.

For the purposes of coverage provided under this endorsement, the following definition applies:

UNMANNED AIRCRAFT means an aircraft, either fixed-wing or rotary-wing, without a human pilot on board, weighing 10 pounds or less, controlled by computers in the aircraft or under the remote control of a pilot on the ground.

For **UNMANNED AIRCRAFT** weighing more than 10 pounds, and for which coverage is sought under this Policy, prior written agreement from Underwriters must be obtained and the **UNMANNED AIRCRAFT** scheduled by endorsement onto this policy.

It is a condition precedent to coverage under this endorsement that any **UNMANNED AIRCRAFT** must be operated in compliance with any applicable Federal Aviation Administration (FAA) rules and regulations and, if required, a valid Certificate of Authorization (COA) obtained from the FAA in respect of each **UNMANNED AIRCRAFT**.

EXCEPT AS AMENDED IN THIS ENDORSEMENT, THIS INSURANCE IS SUBJECT TO ALL
COVERAGE TERMS, CLAUSES, AND CONDITIONS IN THE POLICY TO WHICH THIS
ENDORSEMENT IS ATTACHED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NAMED INSURED: Indian River County BOCC

Policy Number: PK1017423

Effective Date: May 1, 2023

Endorsement Number 7

**COVERAGE SECTION II GENERAL LIABILITY – FAILURE TO SUPPLY WATER
(PENP5023042021)**

Coverage Section II General Liability of the **Schedule of Specific Excess Limits of Insurance** is amended by the addition of the following **SUBLIMIT** and Annual Aggregate:

Failure to Supply Water SUBLIMIT: \$1,000,000 per **OCCURRENCE**
\$1,000,000 Annual Aggregate

It is understood and agreed that **General Policy Exclusion O** shall not apply to **BODILY INJURY** or **PROPERTY DAMAGE** arising out of the failure of any **INSURED** to adequately supply water.

Underwriters' **Specific Excess Limit of Insurance** for coverage afforded pursuant to this endorsement is subject to the **Failure to Supply Water SUBLIMIT** above excess the **SELF INSURED RETENTION**, as stated in the **Schedule of SELF INSURED RETENTIONS** for **Coverage Section II General Liability**. The **Failure to Supply Water SUBLIMIT** and Annual Aggregate is part of, and not in addition to the **Coverage Section II General Liability Specific Excess Limit of Insurance** and Annual Aggregate Limit as stated in the **Schedule of Specific Excess Limits of Insurance**.

EXCEPT AS AMENDED IN THIS ENDORSEMENT, THIS INSURANCE IS SUBJECT TO ALL
COVERAGE TERMS, CLAUSES, AND CONDITIONS IN THE POLICY TO WHICH THIS
ENDORSEMENT IS ATTACHED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NAMED INSURED: Indian River County BOCC

Policy Number: PK1017423

Effective Date: May 1, 2023

Endorsement Number 8

**FLORIDA GOVERNMENTAL IMMUNITY
(PENP5027042021)**

It is understood and agreed that the **INSURED** shall not waive, either in the adjustment of **CLAIMS** or in the defense of **SUITS** against the **INSURED**, any governmental immunity, including Florida Tort Immunity 768.28, of the **INSURED**, unless Underwriters and the **INSURED** mutually agree, in writing, to do so.

EXCEPT AS AMENDED IN THIS ENDORSEMENT, THIS INSURANCE IS SUBJECT TO ALL
COVERAGE TERMS, CLAUSES, AND CONDITIONS IN THE POLICY TO WHICH THIS
ENDORSEMENT IS ATTACHED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NAMED INSURED: Indian River County BOCC

Policy Number: PK1017423

Effective Date: May 1, 2023

Endorsement Number 9

**COVERAGE SECTION II GENERAL LIABILITY – MEDICAL DIRECTOR COVERAGE EXTENSION
(PENP5041042021)**

It is understood and agreed that coverage as afforded under **Coverage Section II General Liability** is extended to include person(s) holding positions scheduled below but only in respect of liabilities arising out of their performance of administrative duties on behalf of the **NAMED INSURED**. Coverage shall not apply to liability arising out of any 'hands-on' patient care. If the appointment of such position is by written contract or agreement, any **ULTIMATE NET LOSS** covered under this Policy shall not exceed the **Specific Excess Limit of Insurance** or minimum limit of insurance required by the contract or agreement, whichever is less.

This endorsement shall not increase the applicable **Specific Excess Limit of Insurance** and Annual Aggregate stated in the **Schedule of Specific Excess Limits of Insurance**.

Scheduled Positions: Medical Director
Assistant Medical Director
Associate Medical Director

EXCEPT AS AMENDED IN THIS ENDORSEMENT, THIS INSURANCE IS SUBJECT TO ALL
COVERAGE TERMS, CLAUSES, AND CONDITIONS IN THE POLICY TO WHICH THIS
ENDORSEMENT IS ATTACHED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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Endorsement Number 10

**PROCEDURES FOR THIRD PARTY CLAIMS ADMINISTRATOR
(PENP5044032023)**

As per **General Policy Condition 21. THIRD PARTY CLAIMS ADMINISTRATOR**, the **NAMED INSURED** must contract with, and utilize the services of, a duly qualified and competent **THIRD PARTY CLAIM ADMINISTRATOR**, as agreed upon by the Underwriters prior to the **PERIOD OF INSURANCE**.

In the event of cancellation, expiration or revision of the agreement between the **NAMED INSURED** and **THIRD PARTY CLAIM ADMINISTRATOR**, the **NAMED INSURED** must notify Underwriters in writing 90 days prior to the effective date of such cancellation, expiration or revision, and the **NAMED INSURED** and Underwriters must agree upon the specifications for the new **THIRD PARTY CLAIMS ADMINISTRATOR** or the revision of the incumbent **THIRD PARTY CLAIMS ADMINISTRATOR'S** agreement with the **NAMED INSURED**.

If the agreement between **NAMED INSURED** and the **THIRD PARTY CLAIMS ADMINISTRATOR** is terminated for any reason without Underwriters' prior written approval, Underwriters reserve the right to deny coverage under this Policy for any **CLAIMS** or **OCCURRENCES** reported to Underwriters after the termination date of the **INSURED'S** agreement with the **THIRD PARTY CLAIMS ADMINISTRATOR**.

The **NAMED INSURED'S THIRD PARTY CLAIM ADMINISTRATOR** is:

Johns Eastern

QUARTERLY LOSS REPORTING

The **NAMED INSURED** shall, by and through its **THIRD PARTY CLAIMS ADMINISTRATOR** provide the Underwriters, no later than the 45th day after the end of each calendar quarter or upon the Underwriters' request, whichever is earlier, a current Loss Run Report listing all ground up **CLAIMS, SUITS** or **OCCURRENCES**. The Underwriters may contact the **THIRD PARTY CLAIMS ADMINISTRATOR** to facilitate ground up Loss Run reporting. The Underwriters may request the **THIRD PARTY CLAIMS ADMINISTRATOR** assist in the transmission of such electronically. The **THIRD PARTY CLAIMS ADMINISTRATOR** will cooperate provided no significant development costs are incurred in performing electronic reporting or if the Underwriters agree to incur the development costs on behalf of the **THIRD PARTY CLAIMS ADMINISTRATOR**. This reporting obligation continues until 90 days after all **CLAIMS, SUITS** or **OCCURRENCES** are handled to their conclusion. The quarterly Loss Run Reports are to be sent to: PENPlossruns@ambridge-group.com or as directed by the Underwriters.

**ADDITIONAL CONDITIONS FOR INSUREDS WITH EXCESS LOSS FUND PROTECTION AND
CORRIDOR RETENTION**

If **Excess LOSS FUND Protection** and/or Corridor Retention are part of this Policy, the **NAMED INSURED** shall, by and through the **THIRD PARTY CLAIMS ADMINISTRATOR** provide the Underwriters, no later

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than the 45th day after the end of each calendar quarter or upon the Underwriters' request, whichever is earlier, a current Loss Run listing all ground up **CLAIMS, SUITS** or **OCCURRENCES** and a corresponding **LOSS FUND** Report and Corridor Retention Report, in a previously agreed format so that Underwriters may assess their potential exposure based on **CLAIMS, SUITS** or **OCCURRENCES** with respect to aggregate **LOSS FUND** erosion and Corridor Retention erosion, as applicable. This reporting obligation continues until 90 days after all **CLAIMS, SUITS** or **OCCURRENCES** are handled to their conclusion.

Once the **LOSS FUND** erosion reaches 50% of the attachment point on an incurred basis, the Underwriters reserve the right to audit all **CLAIMS, SUITS** or **OCCURRENCES** with respect to aggregate **LOSS FUND** erosion. The **NAMED INSURED** shall, by and through its **THIRD PARTY CLAIMS ADMINISTRATOR** cooperate and facilitate this process.

The quarterly **LOSS FUND** Reports and Corridor Retention Erosion Reports are to be sent to: PENPlossruns@ambridge-group.com or as directed by the Underwriters.

These conditions shall survive the termination of this Policy without regard to whether said termination is due to cancellation or natural expiration of this Policy.

EXCEPT AS AMENDED IN THIS ENDORSEMENT, THIS INSURANCE IS SUBJECT TO ALL
COVERAGE TERMS, CLAUSES, AND CONDITIONS IN THE POLICY TO WHICH THIS
ENDORSEMENT IS ATTACHED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NAMED INSURED: Indian River County BOCC

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Effective Date: May 1, 2023

Endorsement Number 11

**COMMUNICABLE DISEASE EXCLUSION
(PENP5046042021)**

It is understood and agreed that:

1) In respect of **Coverage Section I Property:**

The following is added to **Coverage Section I Property – Exclusions** and applies to all coverage provided under **Coverage Section I Property**, including but not limited to forms or endorsements that provide coverage for damage to **PROPERTY OF THE INSURED** and Coverage Subsections that provide coverage for **BUSINESS INTERRUPTION** and/or **EXTRA EXPENSE:**

CC. Any loss or damage caused by or resulting from any virus, bacterium or other microorganism that induces or is capable of inducing physical distress, illness or disease. However, this exclusion does not apply to loss or damage caused by or resulting from wet rot or dry rot. Such loss or damage is addressed in a separate exclusion in this Coverage Section.

The terms of this exclusion, or the inapplicability of this exclusion to a particular loss, do not serve to create coverage for any loss that would otherwise be excluded under **Coverage Section I Property.**

2) In respect of **Coverage Section II General Liability:**

The following is added to **Coverage Section II General Liability – Exclusions:**

K. Any **CLAIM** for **BODILY INJURY, PERSONAL INJURY** or **PROPERTY DAMAGE** based upon, arising out of, directly or indirectly or in part, or in any way involving, the actual or alleged transmission of a communicable disease.

This exclusion applies even if the **CLAIM** against any **INSURED** alleges negligence or other wrongdoing in the:

- (a) Supervising, hiring, employing, training or monitoring of others that may be infected with and spread a communicable disease;
- (b) Testing for a communicable disease;
- (c) Failure to prevent the spread of the disease; or
- (d) Failure to report the disease to authorities.

3) In respect of **Coverage Section III AUTOMOBILE Liability:**

The following is added to **Coverage Section III AUTOMOBILE Liability – Exclusions:**

C. Any **CLAIM** for **BODILY INJURY, PERSONAL INJURY** or **PROPERTY DAMAGE** based upon, arising out of, directly or indirectly or in part, or in any way involving, the actual or alleged transmission of a communicable disease.

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This exclusion applies even if the **CLAIM** against any **INSURED** alleges negligence or other wrongdoing in the:

- (a) Supervising, hiring, employing, training or monitoring of others that may be infected with and spread a communicable disease;
- (b) Testing for a communicable disease;
- (c) Failure to prevent the spread of the disease; or
- (d) Failure to report the disease to authorities.

4) In respect of **Coverage Section IV Errors and Omissions Liability**:

The following is added to **Coverage Section IV Errors and Omissions Liability – Exclusions**:

- O.** Any **CLAIM** arising out of a **WRONGFUL ACT** or **EMPLOYMENT PRACTICES VIOLATION** that is based upon, arising out of, directly or indirectly or in part, or in any way involving, the actual or alleged transmission of a communicable disease.

This exclusion applies even if the **CLAIM** against any **INSURED** alleges negligence or other wrongdoing in the:

- (a) Supervising, hiring, employing, training or monitoring of others that may be infected with and spread a communicable disease;
- (b) Testing for a communicable disease;
- (c) Failure to prevent the spread of the disease; or
- (d) Failure to report the disease to authorities.

5) In respect of **Coverage Section V Part B Employers' Liability**:

The following is added to **Coverage Section V Part B Employers' Liability – Exclusions**:

- J.** Any **CLAIM** or **BODILY INJURY** based upon, arising out of, directly or indirectly or in part, or in any way involving, the actual or alleged transmission of a communicable disease.

This exclusion applies even if the claim against any **INSURED** alleges negligence or other wrongdoing in the:

- (a) Supervising, hiring, employing, training or monitoring of others that may be infected with and spread a communicable disease;
- (b) Testing for a communicable disease;
- (c) Failure to prevent the spread of the disease; or
- (d) Failure to report the disease to authorities.

6) In respect of **Coverage Section VIII Law Enforcement Liability**:

The following is added to **Coverage Section VIII Law Enforcement Liability – Exclusions**:

- L.** Any **CLAIM** for **BODILY INJURY**, **PERSONAL INJURY** or **PROPERTY DAMAGE** based upon, arising out of, directly or indirectly or in part, or in any way involving, the actual or alleged transmission of a communicable disease.

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This exclusion applies even if the **CLAIM** against any **INSURED** alleges negligence or other wrongdoing in the:

- (a) Supervising, hiring, employing, training or monitoring of others that may be infected with and spread a communicable disease;
- (b) Testing for a communicable disease;
- (c) Failure to prevent the spread of the disease; or
- (d) Failure to report the disease to authorities.

EXCEPT AS AMENDED IN THIS ENDORSEMENT, THIS INSURANCE IS SUBJECT TO ALL COVERAGE TERMS, CLAUSES, AND CONDITIONS IN THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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Effective Date: May 1, 2023

Endorsement Number 12

**COVERAGE SECTION III AUTOMOBILE LIABILITY –
UNINSURED MOTORISTS/UNDERINSURED MOTORISTS LIABILITY EXCLUSION
(PENP5061042021)**

It is understood and agreed that **Uninsured Motorists/Underinsured Motorists Liability** coverage is excluded in its entirety under this Policy.

EXCEPT AS AMENDED IN THIS ENDORSEMENT, THIS INSURANCE IS SUBJECT TO ALL
COVERAGE TERMS, CLAUSES, AND CONDITIONS IN THE POLICY TO WHICH THIS
ENDORSEMENT IS ATTACHED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NAMED INSURED: Indian River County BOCC

Policy Number: PK1017423

Effective Date: May 1, 2023

Endorsement Number 13

**GENERAL POLICY CONDITION – SATISFACTION OF SELF INSURED RETENTION
(PENP5085012022)**

It is hereby understood and agreed, that the following is added to **General Policy Conditions**:

25. **Satisfaction of SELF INSURED RETENTION:** The satisfaction of the **SELF INSURED RETENTION** by the **INSURED** is a condition precedent for coverage under this Policy. Underwriters have no duty to indemnify an **INSURED** under this Policy unless and until the **SELF INSURED RETENTION** is exhausted by **ULTIMATE NET LOSS** paid by the **INSURED**. The insolvency, bankruptcy, receivership of the **INSURED**, or any refusal by or inability of the **INSURED** to satisfy its obligations pursuant to this Policy will not reduce the **SELF INSURED RETENTION**, nor will it require Underwriters to indemnify for any amounts within the **SELF INSURED RETENTION**.

The **SELF INSURED RETENTION** is the responsibility of the **INSURED** and must be paid by the **INSURED** from its own account, and may not be paid or satisfied, in whole or in part, by any other source of payment, including but not limited to other insurance unless otherwise endorsed onto this Policy.

EXCEPT AS AMENDED IN THIS ENDORSEMENT, THIS INSURANCE IS SUBJECT TO ALL COVERAGE TERMS, CLAUSES, AND CONDITIONS IN THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NAMED INSURED: Indian River County BOCC

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Effective Date: May 1, 2023

Endorsement Number 14

**GENERAL POLICY CONDITION 7 CLAIMS, OCCURRENCES OR SUITS AMENDMENT
(PENP5086092022)**

It is hereby understood and agreed that **General Policy Condition 7. CLAIMS, OCCURRENCES or SUITS** is deleted and replaced with the following:

- 7. CLAIMS, OCCURRENCES or SUITS:** Underwriters reserve the right to deny coverage under this Policy if there has not been full compliance with the following duties:

The **INSURED** shall as soon as practical notify Underwriters through the **THIRD PARTY CLAIM ADMINISTRATOR** of any **CLAIM, OCCURRENCE or SUIT** meeting the following criteria:

- (a) The cost of which is likely to result in payment by Underwriters under this Policy;
- (b) All **CLAIMS** reserved at 50% or more of the **SELF INSURED RETENTION**;
- (c) All **CLAIMS** where there has been a settlement demand above the **SELF INSURED RETENTION** and there is a trial, binding arbitration or binding mediation date within 90 days;
- (d) Catastrophic losses (including Paraplegia, Quadriplegia, Severe Burns, Fatalities, Significant Brain Injury, Amputation of Major Extremity);
- (e) Within 180 consecutive days following the **DISCOVERY** of any actual, attempted or pending alleged **SEXUAL ABUSE**;
- (f) Discrimination or Violation of Civil Rights where the **CLAIM** is reserved at 50% or more of the **SELF INSURED RETENTION** or within 90 days of a trial date, whichever is sooner;
- (g) Third-party **CLAIMS** involving **LAW ENFORCEMENT ACTIVITIES**;
- (h) Act or series of **ACTS OF TERRORISM**;
- (i) Any **CLAIMS** where there is a question as to whether there will be coverage under this Policy.

Underwriters shall have the right, but not the obligation, to be associated with the **INSURED** in, and/or assume control of, the investigation, handling, defense or settlement of any **CLAIMS, SUITS** or proceedings relative to an **OCCURRENCE or CLAIM** where in the sole opinion of the Underwriters, Underwriters' liability under this Policy is likely to be involved. In the event Underwriters assume control of the investigation, handling, defense or settlement of any **CLAIMS, SUITS** or proceedings relative to an **OCCURRENCE or CLAIM**, then **DEFENSE COSTS** incurred are part of, and not in addition to, the **ULTIMATE NET LOSS** and the **INSURED'S** obligation to pay the **SELF INSURED RETENTION**, and any applicable **MAINTENANCE DEDUCTIBLE** or any other applicable deductible or deduction under this Policy, will remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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The **INSURED** shall make no commitment to pay or settle any **CLAIMS, OCCURRENCES** or **SUITS** where Underwriters' liability under this Policy is involved without the prior written agreement of Underwriters. Underwriters shall not withhold agreement without just cause. Neither shall the **INSURED** refuse any reasonable opportunity to pay or settle a **CLAIM** when such refusal will result in Underwriters having liability under this Policy without the prior agreement of Underwriters. Underwriters shall not withhold agreement without just cause. If the **INSURED** refuses to consent to settlement of any **CLAIMS, OCCURRENCES** or **SUITS** where Underwriters' liability under this Policy is potentially involved, and settlement or compromise is recommended by Underwriters and acceptable to the claimant, then calculation of, and Underwriters' obligation under **ULTIMATE NET LOSS** with respect to the **CLAIMS, OCCURRENCES** or **SUITS** shall be limited to the amount of damages or payments for which the **CLAIMS, OCCURRENCES** or **SUITS** could have been settled for, plus any expenses payable under **ULTIMATE NET LOSS** incurred until the date of the **INSURED'S** refusal to settle or compromise the **CLAIMS, OCCURRENCES** or **SUITS** as recommended by Underwriters.

EXCEPT AS AMENDED IN THIS ENDORSEMENT, THIS INSURANCE IS SUBJECT TO ALL
COVERAGE TERMS, CLAUSES, AND CONDITIONS IN THE POLICY TO WHICH THIS
ENDORSEMENT IS ATTACHED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NAMED INSURED: Indian River County BOCC

Policy Number: PK1017423

Effective Date: May 1, 2023

Endorsement Number 15

**PFAS AND RELATED CHEMICALS EXCLUSION
(PENP5087122022)**

This Policy is amended as follows:

I. The following exclusion is added to **General Policy Exclusions**:

This Policy does not insure against:

- (1) Any liability, loss, damage, cost, expense, **CLAIM, BODILY INJURY, PERSONAL INJURY** or **PROPERTY DAMAGE** or allegations thereof, based upon, arising out of or in any way attributable to **PFAS** or the **PFAS** content of any substance or product; or
- (2) Any loss, cost or expense arising out of or in any way related to:
 - (a) Any request, demand, or statutory, regulatory or legal requirement or any other order that any **INSURED** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **PFAS**; or
 - (b) Any **CLAIM** or **SUIT** brought by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of **PFAS**.

Provided however, paragraph (1) of this exclusion shall not apply to **Coverage Section Part A Excess Workers' Compensation for a Qualified Self-Insurer**, but only when coverage for losses arising from **PFAS** is required by law or regulation.

II. Solely with respect to this endorsement the following definition is added to the **General Policy Definitions**:

PFAS means:

- (1) Any perfluoroalkyl or polyfluoroalkyl substances in any form, including but not limited to: Perfluorooctane sulfonate (PFOS), Perfluorooctanoic acid (PFOA), Perfluorononanoic acid (PFNA), Perfluorodecanoic acid (PFDA), Perfluorobutane sulfonic acid (PFBS), N-Methyl-perfluorooctane sulfonamido acetic acid (Me-PFOSA-AcOH), Perfluorobutanesulfonate, Perfluorohexane sulfonic acid (PFHxS), Potassium Perfluorobutane Sulfonate (PFBS), or ammonium perfluorooctanoate (APFO), GenX, including hexafluoropropylene oxide dimer acid (HFPO-DA);
- (2) Any substance that, by whatever name known:
 - (a) Has a similar chemical formulary, formation, or structure to any substance listed in paragraph (1) of this definition;
 - (b) Is a derivative of or an intended replacement of any substance listed in paragraph (1) of this definition;

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- (c) Is an associated homologue, isomer, salt, ester, alcohol, acid, or is a related degradation or byproduct, of any substance listed in paragraph (1) of this definition;
 - (d) Contains at least one fully fluorinated methyl or methylene carbon atom (without any H/Cl/Br/I atom attached to it); or
 - (e) Had been referred to by chemical structure, name or CAS Number, as a known or suspected PFAS, perfluoroalkyl, or polyfluoroalkyl chemical or substance in any foreign or United States federal, state or local statute, law, regulation, rule or written proposed rule, or governmental bulletin (including but not limited to publications of the United States Environmental Protection Agency) that had been published as of the effective date of this insurance; or
- (3) Any goods, products, materials, compounds, or substances that actually or allegedly consist of, contain, or are contaminated with any amount of the substances described in paragraphs (1) or (2) of this definition.
- III. The addition of this endorsement does not imply that other Policy provisions, including but not limited to **General Policy Exclusion E**, do not exclude coverage for **PFAS** related liability.

EXCEPT AS AMENDED IN THIS ENDORSEMENT, THIS INSURANCE IS SUBJECT TO ALL
COVERAGE TERMS, CLAUSES, AND CONDITIONS IN THE POLICY TO WHICH THIS
ENDORSEMENT IS ATTACHED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NAMED INSURED: Indian River County BOCC

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Effective Date: May 1, 2023

Endorsement Number 16

**GENERAL POLICY CONDITION – 90 DAY NOTICE OF CANCELLATION
(MANUSCRIPT042021)**

It is understood and agreed **General Policy Condition 5. Cancellation and Non-Renewal** is deleted and replaced with the following:

- 5. Cancellation and Non-Renewal:** In the event of non-payment of premium by the **NAMED INSURED**, Underwriters will give 10 days' notice of cancellation in writing to the **NAMED INSURED** and all coverage will terminate 10 days after the mailing of such notice. In the event of any other reason aside from non-payment of premium, Underwriters will give 90 days' notice of cancellation in writing to the **NAMED INSURED** and all coverage will terminate 90 days after the mailing of such notice, provided said notice is issued at least 90 days prior to the anniversary or expiration date. If Underwriters cancel, the earned premium is calculated pro rata, and the **NAMED INSURED** is responsible for the full amount of the **LOSS FUND** as stated in **Excess LOSS FUND Protection**.

The **NAMED INSURED** shown on the Declarations may cancel this Policy by giving thirty (30) days' notice of cancellation in writing. If the **NAMED INSURED** cancels, the earned premium is calculated in accordance with the short rate table and procedure subject to the minimum earned premium. The **NAMED INSURED** is responsible for the full amount of the **LOSS FUND** as stipulated in **Excess LOSS FUND Protection**. 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.

Non-Renewal: Either the **NAMED INSURED** or Underwriters may elect to non-renew this Policy at its expiration date for any reason. Underwriters will give 90 days' written notice of non-renewal in writing to the **NAMED INSURED**.

EXCEPT AS AMENDED IN THIS ENDORSEMENT, THIS INSURANCE IS SUBJECT TO ALL
COVERAGE TERMS, CLAUSES, AND CONDITIONS IN THE POLICY TO WHICH THIS
ENDORSEMENT IS ATTACHED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NAMED INSURED: Indian River County BOCC

Policy Number: PK1017423

Effective Date: May 1, 2023

Endorsement Number 17

**COVERAGE SECTION II GENERAL LIABILITY – SEWER BACK UP COVERAGE LIMITED
(MANUSCRIPT042021)**

It is understood and agreed that coverage provided under this Policy under the following exception to **General Policy Exclusion E** is subject to a **SUBLIMIT** of \$1,000,000 ground up per **OCCURRENCE** and Annual Aggregate:

1. This exclusion does not apply to the reverse of flow of sewage into any building from a sewage facility, fixed conduit or sanitary sewer that the **INSURED** owns, operates or maintains.

EXCEPT AS AMENDED IN THIS ENDORSEMENT, THIS INSURANCE IS SUBJECT TO ALL
COVERAGE TERMS, CLAUSES, AND CONDITIONS IN THE POLICY TO WHICH THIS
ENDORSEMENT IS ATTACHED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NAMED INSURED: Indian River County BOCC

Policy Number: PK1017423

Effective Date: May 1, 2023

Endorsement Number 18

**SHERIFF'S DEPARTMENT EXCLUSION
(MANUSCRIPT042021)**

It is hereby understood and agreed that coverage for Indian River County Sheriff's Department as afforded under **Coverage Section II General Liability, Coverage Section III AUTOMOBILE Liability, Coverage Section IV Errors and Omissions Liability, Coverage Section VI Employees Benefits Liability and Coverage Section VIII Law Enforcement Liability** is excluded in its entirety.

EXCEPT AS AMENDED IN THIS ENDORSEMENT, THIS INSURANCE IS SUBJECT TO ALL
COVERAGES, CLAUSES, AND CONDITIONS IN THE POLICY TO WHICH THIS
ENDORSEMENT IS ATTACHED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NAMED INSURED: Indian River County BOCC

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Effective Date: May 1, 2023

Endorsement Number 19

**COVERAGE SECTION II GENERAL LIABILITY – PREMISES LIABILITY AT OWNED HANGAR
(MANUSCRIPT042021)**

Notwithstanding **Coverage Section II General Liability Exclusion E**, it is understood and agreed that **Coverage Section II General Liability** is extended to cover premises liability at the **NAMED INSURED'S** hangar (located at 2520 Airport Drive N, Vero Beach, FL) but this coverage does not apply to the ownership, maintenance, loading or unloading, use or operations of any aircraft.

EXCEPT AS AMENDED IN THIS ENDORSEMENT, THIS INSURANCE IS SUBJECT TO ALL
COVERAGES, TERMS, CLAUSES, AND CONDITIONS IN THE POLICY TO WHICH THIS
ENDORSEMENT IS ATTACHED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NAMED INSURED: Indian River County BOCC

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Effective Date: May 1, 2023

Endorsement Number 20

**NAMED INSURED ENDORSEMENT
(MANUSCRIPT042021)**

- I. It is understood and agreed that the following entities are added as **NAMED INSUREDS** under this Policy:

Indian River County Board of County Commissioners

Plus:

Indian River County, and
Indian River County Tax Collector, and
Indian River County Property Appraiser, and
Indian River County Supervisor of Elections, and
Indian River County Clerk of Circuit Court, and

- II. It is understood and agreed that **General Policy Definition 15. INSURED** in the **General Policy Definitions** is amended to include the following as an **INSURED**:

- (a) All persons who were, now are or shall be lawfully elected or appointed officials or employees of the **NAMED INSURED**, including current or former elected or appointed officials, members of Boards, Commissions, Councils, Authorities, Agencies, or other entities of the **NAMED INSURED**, but only while acting within the scope of their duties as such for the **NAMED INSURED**;
- (b) Current or former Boards, Commissions, Councils, Authorities, Agencies, or other entities of the **NAMED INSURED**, even if newly created, but only in respect to acts or operations by or on behalf of the **NAMED INSURED**;
- (c) Volunteers, but only while acting within the scope of their duties as such for the **NAMED INSURED**, not including any person working on a retainer or as an independent contractor;
- (d) Other entities, persons, or organizations to the extent required by written agreement, written contract, written lease, or written mutual aid agreement with the **NAMED INSURED** to provide insurance such as is offered by this Policy, but only in respect to acts or operations by or on behalf of the **NAMED INSURED**.

EXCEPT AS AMENDED IN THIS ENDORSEMENT, THIS INSURANCE IS SUBJECT TO ALL COVERAGE TERMS, CLAUSES, AND CONDITIONS IN THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NAMED INSURED: Indian River County BOCC

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Retroactive Date:

In respect of **OCCURRENCES** not arising directly out of **EMS OPERATIONS**: N/A

In respect of **CLAIMS** arising directly out of **EMS OPERATIONS**, the following Retroactive Dates apply:

- i) For **CLAIMS** arising out of **PERSONAL INJURY, BODILY INJURY, SEXUAL HARASSMENT** and/or **PROPERTY DAMAGE** occurring between April 1, 2009 and May 1, 2014, both days as 12:01 am local standard time. The applicable **Specific Excess Limit of Insurance** shall be limited to \$1,000,000 per **CLAIM**.
- i) For **CLAIMS** arising out of **PERSONAL INJURY, BODILY INJURY, SEXUAL HARASSMENT** and/or **PROPERTY DAMAGE** occurring on or after May 1, 2014, the applicable **Specific Excess Limit of Insurance** shall be \$2,000,000 per **CLAIM**.
- i) There is no coverage for **CLAIMS** arising out of **PERSONAL INJURY, BODILY INJURY, SEXUAL HARASSMENT** and/or **PROPERTY DAMAGE** occurring prior to April 1, 2009.

As respects **CLAIMS** arising directly out of **EMS OPERATIONS** only, **Coverage Section II General Liability** is deleted in its entirety and replaced as follows:

Coverage Section II General Liability

This is a Claims Made Section

Coverage Section II General Liability – Insuring Agreements

Coverage is provided for one or more of the Coverage Subsections in this Coverage Section only if a corresponding **Specific Excess Limit of Insurance** is stated in the **Schedule of Specific Excess Limits of Insurance** above.

- A. General Liability:** Underwriters agree, subject to the Policy limitations, terms and conditions, to indemnify the **INSURED** for all sums which the **INSURED** is legally obligated to pay by reason of the liability imposed upon the **INSURED** by law or assumed by the **INSURED** 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** or **BODILY INJURY**, and/or **PROPERTY DAMAGE** sustained or alleged to have been sustained by any person(s) or organization(s) arising out of an **OCCURRENCE** from any cause including **HOST LIQUOR LIABILITY** and/or **LIQUOR LIABILITY**, and **INCIDENTAL MEDICAL MALPRACTICE** (except **INCIDENTAL MEDICAL MALPRACTICE** arising out of **LAW ENFORCEMENT ACTIVITIES**).

This coverage applies only if a **CLAIM** for damages, because of an **OCCURRENCE**, is first made against the **INSURED** during the **PERIOD OF INSURANCE**. The **OCCURRENCE** must have first occurred on or after the Retroactive Date shown in the **Schedule of Specific Excess Limits of Insurance**, but in no event any later than the last day of the **PERIOD OF INSURANCE**. The **CLAIM** must be reported to Underwriters as soon as practical but in no event later than 60 consecutive days following the expiration of the **PERIOD OF INSURANCE**, or during the Extended Reporting Period applicable to this coverage, if any. All **CLAIMS** based on or arising out of one **OCCURRENCE** shall be considered first made when the first of such **CLAIMS** is made to the

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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INSURED.

All **CLAIMS** based on or arising out of the same **OCCURRENCE** and all interrelated **OCCURRENCES** by one or more **INSUREDS** shall be deemed one **CLAIM**, regardless of the number of **CLAIMS** made or persons or **INSUREDS** involved, and such **OCCURRENCE** shall be deemed to have first occurred on the earliest date alleged in such **CLAIMS**, regardless of whether such date is before or during the **PERIOD OF INSURANCE**. Only **OCCURRENCES** deemed to have first occurred on or after the Retroactive Date shown in the **Schedule of Specific Excess Limits of Insurance** and before the end of the **PERIOD OF INSURANCE** are covered. Only one Policy issued by Underwriters, one **SELF INSURED RETENTION**, and one **Specific Excess Limit of Insurance** is applicable to any one **CLAIM**.

- B. Premises MEDICAL PAYMENTS:** Underwriters agree, subject to the Policy limitations, terms and conditions, to indemnify the **INSURED** for all reasonable **MEDICAL PAYMENTS** incurred by the **INSURED** to others (except employees of the **INSURED** injured in the course of their employment, and to and/or for students), as are necessary at the time of an **OCCURRENCE** on account of **BODILY INJURY**.

This coverage applies only if a **CLAIM** for **MEDICAL PAYMENTS**, because of an **OCCURRENCE**, is first made against the **INSURED** during the **PERIOD OF INSURANCE**. The **OCCURRENCE** must have first occurred on or after the Retroactive Date shown in the **Schedule of Specific Excess Limits of Insurance**, but in no event any later than the last day of the **PERIOD OF INSURANCE**. The **CLAIM** must be reported to Underwriters as soon as practical but in no event later than 60 consecutive days following the expiration of the **PERIOD OF INSURANCE**, or during the Extended Reporting Period applicable to this coverage, if any. All **CLAIMS** based on or arising out of one **OCCURRENCE** shall be considered first made when the first of such **CLAIMS** is made to the **INSURED**.

All **CLAIMS** based on or arising out of the same **OCCURRENCE** and all interrelated **OCCURRENCES** by one or more **INSUREDS** shall be deemed one **CLAIM**, regardless of the number of **CLAIMS** made or persons or **INSUREDS** involved, and such **OCCURRENCE** shall be deemed to have first occurred on the earliest date alleged in such **CLAIMS**, regardless of whether such date is before or during the **PERIOD OF INSURANCE**. Only **OCCURRENCES** deemed to have first occurred on or after the Retroactive Date shown in the **Schedule of Specific Excess Limits of Insurance** and before the end of the **PERIOD OF INSURANCE** are covered. Only one Policy issued by Underwriters, one **SELF INSURED RETENTION**, and one **Specific Excess Limit of Insurance** is applicable to any one **CLAIM**.

- C. SEXUAL HARASSMENT Liability:** Underwriters agree, subject to the Policy limitations, terms and conditions, to indemnify the **NAMED INSURED** for all sums which the **NAMED INSURED** is legally obligated to pay, as more fully defined by the term **ULTIMATE NET LOSS**, for the liability on the part of the **NAMED INSURED**, including liabilities arising from negligent hiring, training and supervision, arising out of an **OCCURRENCE** resulting from any actual or alleged acts of **SEXUAL HARASSMENT** by any past, present or future officials, board or commission members, trustees, directors, employees or volunteer workers, of the **NAMED INSURED** or other person or persons against another person who is not an **INSURED** under this Policy. This provision applies only to the liability of the **NAMED INSURED** to pay any settlement, verdict or judgment; providing that the sole liability imposed on the **NAMED INSURED** does not arise from any contractual duty to indemnify. This coverage applies only if a **CLAIM** for damages, because of **SEXUAL HARASSMENT**, is first made against the **INSURED** during the **PERIOD OF INSURANCE**. The **SEXUAL HARASSMENT** must have first occurred on or after the Retroactive Date shown in the **Schedule of Specific Excess**

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Limits of Insurance, but in no event any later than the last day of the **PERIOD OF INSURANCE**. The **CLAIM** must be reported to Underwriters as soon as practical but in no event later than 60 consecutive days following the expiration of the **PERIOD OF INSURANCE**, or during the Extended Reporting Period applicable to this coverage, if any.

All actual or alleged acts of **SEXUAL HARASSMENT** by any past, present or future officials, board or commission members, trustees, directors, employees, or volunteer workers of the **NAMED INSURED**, acting alone or in concert, shall be considered as arising out of one **OCCURRENCE**, regardless of:

- (a) The number of persons alleging **SEXUAL HARASSMENT**;
- (b) The number of locations where the **SEXUAL HARASSMENT** occurred;
- (c) The number of acts of **SEXUAL HARASSMENT** prior to or after the first **CLAIM** is made; or
- (d) The period of time over which the **SEXUAL HARASSMENT** took place, whether the **SEXUAL HARASSMENT** is during, before or after the **PERIOD OF INSURANCE**.

All **CLAIMS** based on or arising out of the same **OCCURRENCE** and all interrelated **OCCURRENCES** by one or more **INSUREDS** shall be deemed one **CLAIM**, and such **OCCURRENCE** shall be deemed to have first occurred on the earliest date alleged in such **CLAIMS**, regardless of whether such date is before or during the **PERIOD OF INSURANCE**. Only **OCCURRENCES** deemed to have first occurred on or after the Retroactive Date shown in the **Schedule of Specific Excess Limits of Insurance** and before the end of the **PERIOD OF INSURANCE** are covered. Only one Policy issued by Underwriters, one **SELF INSURED RETENTION**, and one **Specific Excess Limit of Insurance** is applicable to any one **CLAIM**.

Underwriters will not make payment for any loss, **CLAIM**, **SUIT** or for any **DEFENSE COSTS** for any past, present or future officials, board or commission members, trustees, directors, employees or volunteer workers of the **NAMED INSURED** or other person or persons in respect of actual or alleged **SEXUAL HARASSMENT**. However, with respect only to this **Coverage Section II General Liability – Insuring Agreement C. SEXUAL HARASSMENT**, Underwriters agree, subject to all other Policy limitations, terms and conditions, that as to any **CLAIM** for any actual or alleged **SEXUAL HARASSMENT** against another person who is not an **INSURED** under this Policy alleged to have been committed by a past, present or future official, board or commission member, trustee, director, employee or volunteer worker of the **NAMED INSURED** only, Underwriters will indemnify the **NAMED INSURED** for all reasonable **DEFENSE COSTS** for that official, board or commission member, trustee, director, employee or volunteer worker of the **NAMED INSURED** to the extent such **DEFENSE COSTS** are incurred prior to the date on which, by either agreement, admission, or settlement of a **CLAIM** or by an adjudication, it is determined that the official, board or commission member, trustee, director, employee or volunteer worker of the **NAMED INSURED** committed an act of **SEXUAL HARASSMENT**.

- D. Damage to Premises Rented to the INSURED:** Underwriters agree, subject to the Policy limitations, terms and conditions, to indemnify the **INSURED** for all sums which the **INSURED** is legally obligated to pay for loss or damage to premises rented to the **INSURED** or temporarily occupied by the **INSURED** with the permission of the owner caused by fire, explosion, smoke, riot or civil commotion arising out of an **OCCURRENCE**.

This coverage applies only if a **CLAIM** for damages, because of an **OCCURRENCE**, is first made against the **INSURED** during the **PERIOD OF INSURANCE**. The **OCCURRENCE** must have first occurred on or after the Retroactive Date shown in the **Schedule of Specific Excess Limits of Insurance**, but in no event any later than the last day of the **PERIOD OF INSURANCE**. The **CLAIM**

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must be reported to Underwriters as soon as practical but in no event later than 60 consecutive days following the expiration of the **PERIOD OF INSURANCE**, or during the Extended Reporting Period applicable to this coverage, if any. All **CLAIMS** based on or arising out of one **OCCURRENCE** shall be considered first made when the first of such **CLAIMS** is made to the **INSURED**.

All **CLAIMS** based on or arising out of the same **OCCURRENCE** or a series of related **OCCURRENCES** by one or more **INSUREDS** shall be deemed one **CLAIM**, regardless of the number of **CLAIMS** made or persons or **INSUREDS** involved, and such **OCCURRENCE** shall be deemed to have first occurred on the earliest date alleged in such **CLAIMS**, regardless of whether such date is before or during the **PERIOD OF INSURANCE**. Only **OCCURRENCES** deemed to have first occurred on or after the Retroactive Date shown in the **Schedule of Specific Excess Limits of Insurance** and before the end of the **PERIOD OF INSURANCE** are covered. Only one Policy issued by Underwriters, one **SELF INSURED RETENTION**, and one **Specific Excess Limit of Insurance** is applicable to any one **CLAIM**.

Coverage Section II General Liability – Excess Limits of Insurance

Underwriters' **Specific Excess Limit of Insurance** per **CLAIM** for **Coverage Section II General Liability** is limited to, and not to exceed, the **Specific Excess Limits of Insurance** as stated in the **Schedule of Specific Excess Limits of Insurance**, over the **SELF INSURED RETENTION**, as stated in the **Schedule of SELF INSURED RETENTIONS**.

If an Annual Aggregate applies to any coverage under this **Coverage Section II General Liability**, the total Aggregate **Excess Limit of Insurance** for such coverage under this Coverage Section combined during the **PERIOD OF INSURANCE** shall not exceed the Annual Aggregate limit as stated in the applicable Coverage Section of the **Schedule of Specific Excess Limits of Insurance**.

Coverage Section II General Liability – Conditions

1. Basic Extended Reporting Period:

A Basic Extended Reporting Period is automatically provided without additional charge. This period starts with the end of the **PERIOD OF INSURANCE** and lasts for 60 consecutive days.

If, however, this Policy and this Coverage Section is succeeded by similar Claims Made insurance coverage, with any insurer, on which the Retroactive Date is the same as or earlier than the Retroactive Date shown in the applicable Coverage Section of the **Schedule of Specific Excess Limits of Insurance** of this Policy, the succeeding Policy shall be deemed to be a renewal of this Policy, and the **INSURED** shall have no right to an Extended Reporting Period from Underwriters under this Policy.

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

2. Supplemental Extended Reporting Period:

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Underwriters will provide an Extended Reporting Period, as described below, if:

- (a) This Policy or this Coverage Section of this Policy is cancelled or non-renewed; or
- (b) Underwriters renew or replace this Policy, or this Coverage Section of this Policy, with insurance that does not apply to an **OCCURRENCE** on a Claims Made basis.

A Supplemental Extended Reporting Period of one year duration is available but only by endorsement to this Policy and for an additional premium not to exceed 200% of the annual premium for this Coverage Section. This supplemental period starts when the Basic Extended Reporting Period ends.

The **INSURED** must give Underwriters a written request for the endorsement within 30 consecutive days after the end of the **PERIOD OF INSURANCE**. The Supplemental Extended Reporting Period will not go into effect unless the **INSURED** pays the additional premium within 30 consecutive days. This endorsement will set forth the terms consistent with the Coverage Section.

Underwriters shall determine the additional premium in accordance with its applicable rules, rates and underwriting practices. Coverage for **CLAIMS** received during such Supplemental Extended Reporting Period is excess over any other valid and collectible insurance available under any other policies.

Extended Reporting Periods do not reinstate or increase the applicable **SELF INSURED RETENTION**, the **LOSS FUND**, the applicable **Specific Excess Limit of Insurance**, or the **Excess LOSS FUND Protection**.

Extended Reporting Periods do not extend the **PERIOD OF INSURANCE** or change the scope of coverage provided within this Coverage Section. They apply to **CLAIMS** arising out of **OCCURRENCES** that take place before the end of the **PERIOD OF INSURANCE** in which this Policy and this Coverage Section are in force. Once in effect, Extended Reporting Periods may not be cancelled.

3. Reporting to Underwriters:

For the purposes of compliance with the reporting requirements of this Coverage Section, the **INSURED'S** reporting of a **CLAIM** to the **THIRD PARTY CLAIMS ADMINISTRATOR** shall be considered reporting of the **CLAIM** to Underwriters, provided that the **CLAIM** is reported to the **THIRD PARTY CLAIMS ADMINISTRATOR** no later than 60 consecutive days following the expiration of the **PERIOD OF INSURANCE** or the applicable **Extended Reporting Period**.

Coverage Section II General Liability – Exclusions

In addition to the General Policy Exclusions, this Coverage 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 Coverage Section of this Policy, whether or not a limit is stated in the **Schedule of Specific Excess Limits of Insurance**;
- B.** **BODILY INJURY, PROPERTY DAMAGE, or PERSONAL INJURY** which the **INSURED** intended

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or expected; unless resulting from:

- (a) **BODILY INJURY** resulting from the use of reasonable force to protect persons or property;
 - (b) Corporal punishment (unless providing coverage for corporal punishment is prohibited by law);
or
 - (c) **Coverage Section II General Liability – Insuring Agreement C. SEXUAL HARASSMENT Liability**, but only to the extent that a corresponding **Specific Excess Limit of Insurance for SEXUAL HARASSMENT** is stated in the **Schedule of Specific Excess Limits of Insurance** and a **SELF INSURED RETENTION** is stated in the **Schedule of SELF INSURED RETENTIONS** under **Coverage Section II General Liability**;
- C. Liability arising out of the ownership, maintenance or use, including loading or unloading, of watercraft over 50 feet, except with respect to use of same where operations are performed by independent contractors;
 - D. Damage to or destruction of **PROPERTY OF THE INSURED**;
 - E. Liability arising out of the ownership, maintenance, loading or unloading, use or operations of any aircraft including **UNMANNED AIRCRAFT**, airfields, runways, hangars, buildings, or other properties in connection with aviation activities, other than premises liability in buildings to which the general public is admitted;
 - F. Any **CLAIM** for **BODILY INJURY** to any **INSURED** or to any liability for indemnity or contribution brought by any party against the **INSURED** for **BODILY INJURY** to an **INSURED** or any obligation for which the **INSURED** may be held liable under any Workers' Compensation, unemployment compensation, disability benefits law, employers' liability or under any similar law;
 - G. The cost of any investigation, disciplinary or criminal proceedings against an individual **INSURED** except that Underwriters may, at their own option and expense, associate counsel in the defense of any such investigation, criminal or disciplinary proceeding. Should Underwriters elect to associate counsel, such elections shall not constitute a waiver or estoppel of any rights Underwriters may have pursuant to the terms, conditions, exclusions and limitations of this Policy;
 - H. Any **CLAIMS** arising from **WRONGFUL ACTS** and/or **EMPLOYMENT PRACTICES VIOLATIONS**;
 - I. Any **CLAIMS** arising from **LAW ENFORCEMENT ACTIVITIES**;
 - J. Any **CLAIMS** arising out of Medical Malpractice, but not to exclude **INCIDENTAL MEDICAL MALPRACTICE**.
 - K. Any **CLAIM** for which an **INSURED** is entitled to indemnity under any Policy or Policies the term of which has expired prior to the inception date of this Policy, or for which an **INSURED** would be entitled to indemnity except for the exhaustion of the limit of such prior insurance;
 - L. Any **CLAIM** arising out of any pending or prior litigation or hearing, as well as future **CLAIMS** arising out of any pending or prior litigation or hearing. If this Policy is a renewal of a Policy issued by
 - M. Underwriters, this exclusion shall only apply with respect to **CLAIMS** arising out of any pending or prior litigation or hearing, prior to the effective date of the first Policy issued and continuously renewed by Underwriters;

Coverage Section II General Liability – Definitions

- 1. **EMS OPERATIONS** means emergency and/or first aid medical services provided by paramedics or EMT certified personnel employed by the **NAMED INSURED**.
- 2. **HOST LIQUOR LIABILITY** and/or **LIQUOR LIABILITY** means indemnification for the **INSURED'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**.
- 3. **OCCURRENCE** means an accident or a happening or event or a continuous or repeated exposure to conditions first occurring on or after the Retroactive Date shown in the **Schedule of Specific**

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Excess Limits of Insurance, but in no event any later than the last day of the **PERIOD OF INSURANCE** which results in **BODILY INJURY, PROPERTY DAMAGE, PERSONAL INJURY** or **SEXUAL HARASSMENT**.

All **BODILY INJURY, PERSONAL INJURY** or **SEXUAL HARASSMENT** to one or more persons and/or **PROPERTY DAMAGE** arising out of an accident or a happening or event or a continuous or repeated exposure to conditions shall be deemed one **OCCURRENCE**.

EXCEPT AS AMENDED IN THIS ENDORSEMENT, THIS INSURANCE IS SUBJECT TO ALL COVERAGE TERMS, CLAUSES, AND CONDITIONS IN THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED.

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Endorsement Number 22

**SCHEDULE OF UNDERLYING POLICIES
(MANUSCRIPT042021)**

As respects **Coverage Section II General Liability**, it is hereby understood and agreed that the **INSURED** has in place the following underlying policies. Payments made within the underlying policies scheduled below will erode the **SELF INSURED RETENTION** of this Policy but only to the extent that coverage also would have applied under this Policy in the absence of the underlying policies. **SELF INSURED RETENTIONS** that have been satisfied through payments by underlying policies shall not contribute to the calculation of any amount that may be due under **Clash Coverage**.

This Policy shall be deemed excess and secondary to the coverage provided under the underlying policies where coverage for any **OCCURRENCE** or **CLAIM** exists under both the underlying policies and under this Policy. Furthermore, coverage under this Policy shall exist only when the underlying policies' limits are exhausted and the **ULTIMATE NET LOSS** exceeds the applicable **SELF INSURED RETENTION**.

The Annual Aggregate of the underlying policies, if applicable, shall be unimpaired at the effective date of this Policy, and for the purpose of this insurance, only covered **CLAIMS** made or **OCCURRENCES** taking place during the **PERIOD OF INSURANCE** shall be considered in determining the extent of any exhaustion of the Annual Aggregate of the underlying policies.

Policy Type	Carrier	Policy#	OCCURRENCE / CLAIM Limit	Policy Period
Marine Hull / Protection and Identity	Great American	OMH 4956972 15	\$1,000,000	05/01/23 - 05/01/24

EXCEPT AS AMENDED IN THIS ENDORSEMENT, THIS INSURANCE IS SUBJECT TO ALL
COVERAGE TERMS, CLAUSES, AND CONDITIONS IN THE POLICY TO WHICH THIS
ENDORSEMENT IS ATTACHED.



Report Claims Immediately by Calling*
1-800-238-6225

*Speak directly with a claim professional
24 hours a day, 365 days a year*

*Unless Your Policy Requires **Written** Notice or Reporting

COMMERCIAL INSURANCE

A Custom Insurance Policy Prepared for:

**INDIAN RIVER COUNTY BOARD OF
COUNTY COMMISSIONERS
C/O RISK MANAGER
1800 27TH STREET
VERO BEACH FL 32960**

Presented by: RISK PLACEMENT SERVICES

TRAVELERS CORP. TEL: 1-800-328-2189
MUNICIPALITIES (NO WATER TREATMENT OR
COMMON POLICY DECLARATIONS
ISSUE DATE: 05/02/23
POLICY NUMBER: BME1-6056C700-TIL-23

INSURING COMPANY:
TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

1. NAMED INSURED AND MAILING ADDRESS:
INDIAN RIVER COUNTY BOARD OF
COUNTY COMMISSIONERS (AS PER IL T8 00)
C/O RISK MANAGER
1800 27TH STREET
VERO BEACH, FL 32960

2. POLICY PERIOD: From 05/01/23 to 05/01/24 12:01 A.M. Standard Time at
your mailing address.

3. LOCATIONS
Premises Bldg.
Loc. No. No. Occupancy Address

ON FILE WITH COMPANY

4. COVERAGE PARTS FORMING PART OF THIS POLICY AND INSURING COMPANIES:
EQUIPMENT BREAKDOWN PROTECTION DECLARATIONS EB T0 00 08 08 TIL

5. NUMBERS OF FORMS AND ENDORSEMENTS
FORMING A PART OF THIS POLICY: SEE IL T8 01 10 93

6. SUPPLEMENTAL POLICIES: Each of the following is a separate policy
containing its complete provisions:
Policy Policy No. Insuring Company

7. PREMIUM SUMMARY:
Provisional Premium \$ 12,450
Due at Inception \$ 12,450
Due at Each \$

NAME AND ADDRESS OF AGENT OR BROKER:
RISK PLACEMENT SERVICES (G8460)
525 W VAN BUREN STE 1325
CHICAGO, IL 60607

COUNTERSIGNED BY:

Authorized Representative

DATE: _____

TAXES AND SURCHARGES

POLICY NUMBER: BME1-6056C700-TIL-23

EFFECTIVE DATE: 05/01/23

ISSUE DATE: 05/02/23

DESCRIPTION	AMOUNT
FLORIDA GUARANTY FUND - BOILER	85.00
FLORIDA GUARANTY FUND - BOILER B	159.00

POLICY NUMBER: BME1-6056C700-TIL-23

EFFECTIVE DATE: 05-01-23

ISSUE DATE: 05-02-23

LISTING OF FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS

THIS LISTING SHOWS THE NUMBER OF FORMS, SCHEDULES AND ENDORSEMENTS BY LINE OF BUSINESS.

IL T0 02 11 89	COMMON POLICY DECLARATIONS
IL T8 01 10 93	FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS
IL T0 01 01 07	COMMON POLICY CONDITIONS
IL T8 00	GENERAL PURPOSE ENDORSEMENT

BOILER AND MACHINERY

EB T0 00 08 08	ENERGYMAX 21 EQUIP BREAKDOWN PROT DECS
EB T0 01 02 09	ENERGYMAX 21 EB TABLE OF CONTENTS
EB T1 00 08 08	ENERGYMAX21 EQUIP BREAKDOWN PROTECTION
BM T8 00	GENERAL PURPOSE ENDORSEMENT
BM T5 94 01 21	FEDERAL TERRORISM RISK INSURANCE ACT DIS
EB T3 10 08 08	ERRORS & OMISSIONS
EB T3 34 08 08	UNNAMED LOCATIONS COVERAGE
EB T3 36 08 08	CLAIM DATA EXPENSE
EB T3 58 12 09	KNOWLEDGE OF LOSS
EB T3 61 08 08	DRYING OUT COVERAGE
EB T3 76 08 12	GREEN COVERAGE ENHANCEMENTS
EB T3 88 08 08	OFF PREMISES EQUIPMENT COVERAGE
EB T4 01 08 08	DEPENDENT PROPERTIES - LOC SCHEDULE
EB T9 27 08 10	FL COINSURANCE, LOSS PAY, NAMED INSURED

INTERLINE ENDORSEMENTS

IL T0 63 07 22	ACTUAL CASH VALUE
IL T4 12 03 15	AMNDT COMMON POLICY COND-PROHIBITED COVG
IL T4 14 01 21	CAP ON LOSSES FROM CERT ACTS OF TERRORIS
IL T4 27 06 19	ADDITIONAL BENEFITS
IL 01 75 07 02	FL CHANGES-LEGAL ACTION AGAINST US
IL 02 55 03 16	FL CHANGES - CANCELLATION AND NONRENEWAL

POLICYHOLDER NOTICES

PN T1 89 06 99	JURISDICTIONAL INSPECTIONS NOTICE
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COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions:

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy or any Coverage Part by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
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. If the policy is cancelled, that date will become the end of the policy period. If a Coverage Part is cancelled, that date will become the end of the policy period as respects that Coverage Part only.
5. If this policy or any Coverage Part 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.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us as part of this policy.

C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time

during the policy period and up to three years afterward.

D. 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 that conditions:
 - a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.
3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

1. The first Named Insured shown in the Declarations:
 - a. Is responsible for the payment of all premiums; and
 - b. Will be the payee for any return premiums we pay.
2. We compute all premiums for this policy in accordance with our rules, rates, rating plans, premiums and minimum premiums. The premium shown in the Declarations was computed based on rates and rules in effect at

the time the policy was issued. On each renewal continuation or anniversary of the effective date of this policy, we will compute the premium in accordance with our rates and rules then in effect.

F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while

acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

G. Equipment Breakdown Equivalent to Boiler and Machinery

On the Common Policy Declarations, the term Equipment Breakdown is understood to mean and include Boiler and Machinery and the term Boiler and Machinery is understood to mean and include Equipment Breakdown.

This policy consists of the Common Policy Declarations and the Coverage Parts and endorsements listed in that declarations form.

In return for payment of the premium, we agree with the Named Insured to provide the insurance afforded by a Coverage Part forming part of this policy. That insurance will be provided by the company indicated as insuring company in the Common Policy Declarations by the abbreviation of its name opposite that Coverage Part.

One of the companies listed below (each a stock company) has executed this policy, and this policy is countersigned by the officers listed below:

The Travelers Indemnity Company (IND)

The Phoenix Insurance Company (PHX)

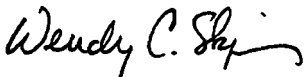
The Charter Oak Fire Insurance Company (COF)

Travelers Property Casualty Company of America (TIL)

The Travelers Indemnity Company of Connecticut (TCT)

The Travelers Indemnity Company of America (TIA)

Travelers Casualty Insurance Company of America (ACJ)



Secretary



President

NAMED INSURED

INDIAN RIVER COUNTY BOARD OF COUNTY COMMISSIONERS
CLERK OF THE CIRCUIT COURT OF INDIAN RIVER COUNTY
INDIAN RIVER COUNTY
INDIAN RIVER COUNTY SHERIFF'S DEPARTMENT
PROPERTY APPRAISER OF INDIAN RIVER COUNTY
SUPERVISOR OF ELECTIONS OF INDIAN RIVER COUNTY
TAX COLLECTOR OF INDIAN RIVER COUNTY

PLUS

ANY AFFILIATED OR SUBSIDIARY BOARD, AUTHORITY, COMMITTEE OR INDEPENDENT AGENCY (INCLUDING NEWLY CONSTITUTED) PROVIDED THAT SUCH AFFILIATED OR SUBSIDIARY BOARD, AUTHORITY, COMMITTEE OR INDEPENDENT AGENCY IS EITHER A BODY POLITIC CREATED BY A LISTED NAMED INSURED, OR ONE IN WHICH CONTROLLING INTEREST OR MEMBERSHIP THEREIN IS VESTED IN A LISTED NAMED INSURED.

BOILER AND MACHINERY





BOILER AND MACHINERY



**ENERGYMAX 21
EQUIPMENT BREAKDOWN PROTECTION
DECLARATIONS**

**POLICY NUMBER: BME1-6056C700-TIL-23
ISSUE DATE: 05-02-23**

**INSURING COMPANY:
TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA**

EFFECTIVE DATE: Same as Policy unless otherwise specified:

COVERED PREMISES:

The Coverage Provided By This Coverage Part Applies To All Locations Covered By This Policy Except Those Listed Below:

EXCEPTIONS:

The Limits of Insurance for Property Damage and the Coverage Extensions and Limitations are part of, not in addition to, the Total Limit per Breakdown.

If INCLUDED is shown under Limit of Insurance for Property Damage or a Coverage Extension or Limitation, then the limit for such coverage is part of, not in addition to, the other Limit of Insurance identified.

The Coverage Extensions listed below apply only if a limit or other coverage indicator is shown under the Limit of Insurance for that Coverage Extension.

The Coverage Limitations listed below always apply.

COVERAGE and LIMIT OF INSURANCE

Total Limit per Breakdown:

\$100,000,000

1. Property Damage (PD):

INCLUDED IN TOTAL LIMIT PER BREAKDOWN

2. Coverage Extensions and Limitations:

a. Business Income Coverage Extension (BI):

INCLUDED IN TOTAL LIMIT PER BREAKDOWN

Business Income "Period of Restoration" extension:

365 Days

b. Extra Expense Coverage Extension (EE):

INCLUDED IN TOTAL LIMIT PER BREAKDOWN

Extra Expense "Period of Restoration" extension:

365 Days

c. Spoilage Damage Coverage Extension (SD):

INCLUDED IN TOTAL LIMIT PER BREAKDOWN

Utility Interruption – Spoilage coverage applies only if the interruption lasts at least (waiting period):

4 Hours

d. Utility Interruption – Time Element Coverage Extension (UI-TE):

INCLUDED IN TOTAL LIMIT PER BREAKDOWN

Utility Interruption – Time Element coverage applies only if the interruption lasts at least (waiting period):

4 Hours

e. Civil Authority Coverage Extension:

COVERED

COVERAGE and LIMIT OF INSURANCE - Continued

- f. "Dependent Property" Coverage Extension:
\$10,000,000
"Dependent Property" Locations:
SEE EB T4 01
- g. "Electronic Data" or "Media" Coverage Extension:
\$5,000,000
- h. Error in Description Coverage Extension:
SEE EB T3 10
- i. Expediting Expense Coverage Extension:
INCLUDED IN TOTAL LIMIT PER BREAKDOWN
- j. "Fungus", Wet Rot and Dry Rot Coverage Extension:
 - (1) Property Damage:
\$100,000
 - (2) Business Income or Extra Expense:
60 DAYS
- k. Hazardous Substance Limitation:
\$10,000,000
- l. Newly Acquired Locations Coverage Extension:
INCLUDED IN TOTAL LIMIT PER BREAKDOWN
Number of Days of coverage:
365 Days
- m. Ordinance or Law (including Demolition and Increased Cost of Construction) Coverage Extension:
\$10,000,000
- n. Refrigerant Contamination Limitation:
INCLUDED IN TOTAL LIMIT PER BREAKDOWN
- o. Water Damage Limitation:
\$100,000

CONDITIONAL and OPTIONAL COVERAGES

Number of Days for Notice of Cancellation:

90 Days

Except: 10 days for non-payment of Premium

Business Income Coinsurance:

SUSPENDED

COVERAGE and DEDUCTIBLE AMOUNT

Combined Deductible:

\$5,000

Property Damage (PD):

INCLUDED IN COMBINED DEDUCTIBLE

Business Income (BI):

INCLUDED IN COMBINED DEDUCTIBLE

Extra Expense (EE):

INCLUDED IN COMBINED DEDUCTIBLE

Spoilage Damage (SD):

INCLUDED IN COMBINED DEDUCTIBLE

Utility Interruption-Time Element (UI-TE):

INCLUDED IN COMBINED DEDUCTIBLE

Dependent Properties:

INCLUDED IN COMBINED DEDUCTIBLE

Refrigerant Contamination:

INCLUDED IN COMBINED DEDUCTIBLE

Other:

NUMBERS OF FORMS, SCHEDULES AND ENDORSEMENTS FORMING PART OF THIS COVERAGE PART ARE ATTACHED AS A SEPARATE LISTING

EnergyMax 21 Equipment Breakdown Protection

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EnergyMax 21

EQUIPMENT BREAKDOWN PROTECTION

Various provisions in this Coverage Part restrict coverage. Read the entire Policy carefully to determine rights, duties and what is and is not covered.

Throughout this Coverage Part the words "you" and "your" refer to the Named Insured shown in the Declarations or as endorsed hereunder. The words "we", "us" and "our" refer to the Company providing this insurance.

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

A. Coverage

1. Property Damage (PD)

We will pay for direct damage caused by a "Covered Cause of Loss" to "Covered Property" located at the Covered Premises shown in the Declarations or elsewhere in this Coverage Part.

"Covered Cause of Loss" is a "Breakdown" to "Covered Equipment" unless the loss is excluded elsewhere in this Coverage Part.

2. Coverage Extensions and Limitations

Coverage provided under paragraph **A.1.** may be modified by the following Coverage Extensions. Coverage Extensions apply only if a limit or other coverage indicator is shown under the Limit of Insurance for that Coverage Extension in the Declarations or elsewhere in this Coverage Part.

Coverage provided under paragraph **A.1.** is also modified by the following Coverage Limitations.

The Coverage Extensions and Limitations apply only to that portion of the loss or damage that is a direct result of a "Covered Cause of Loss". The "Breakdown" must occur during the Policy period, but expiration of the Policy does not limit our liability under these Coverage Extensions and Limitations.

The most we will pay under each of the Coverage Extensions or Limitations is the Limit of Insurance shown in the Declarations or elsewhere in this Coverage Part for such Coverage Extension or Limitation.

The Limits of Insurance for these Coverage Extensions and Limitations are part of, not in addition to, the Total Limit per Breakdown.

a. Business Income Coverage Extension (BI)

(1) We will pay:

(a) Your actual loss of "Business Income" from a total or partial interruption of business during the "Period of Restoration"; and

(b) The additional necessary expenses you incur during the "Period of Restoration", over and above the expenses that you normally would have incurred, to reduce or avert the amount of loss under this Coverage Extension. We will pay for such expenses only to the extent that they do not exceed the amount of loss that otherwise would have been payable under this Coverage Extension.

(2) The "Covered Equipment" must either be:

(a) "Covered Property": or

(b) Property of others that is:

(i) Located on or within 1000 feet of a Covered Premises insured under this Coverage Part; and

(ii) Used to supply air conditioning, communication services, electric power, gas, heating, refrigeration, steam, water or waste treatment to the Covered Premises.

(3) We will take into consideration:

(a) The experience of your business before the "Breakdown" and the probable experience you would have had without the "Breakdown"; and

EQUIPMENT BREAKDOWN

- (b) Any amount recovered under physical damage coverages based on selling price valuation; in the adjustment of any loss.
- b. Extra Expense Coverage Extension (EE)**
- (1) We will pay your "Extra Expense".
- (2) The "Covered Equipment" must either be:
- (a) "Covered Property"; or
- (b) Property of others that is:
- (i) Located on or within 1000 feet of a Covered Premises insured under this Coverage Part; and
- (ii) Used to supply air conditioning, communication services, electric power, gas, heating, refrigeration, steam, water or waste treatment to the Covered Premises.
- (3) We will take into consideration the experience of your business before the "Breakdown" and the probable experience you would have had without the "Breakdown" in the adjustment of any loss.

c. Spoilage Damage Coverage Extension (SD)

We will pay for:

- (1) Spoilage damage to "Perishable Goods".
- (2) Utility Interruption – Spoilage
- Spoilage damage to "Perishable Goods" that is caused by or results from an interruption in utility services that is the direct result of a "Breakdown" to "Covered Equipment" owned, operated or controlled by a private or public utility, landlord or other supplier with whom you have a contract to provide you with any of the following services: air conditioning, communication services, electric power, gas, heating, refrigeration, steam, water or waste treatment.
- The interruption of such utility service to your Covered Premises must last at least the consecutive period of

time shown in the Declarations or elsewhere in this Coverage Part for Utility Interruption – Spoilage. Once this waiting period is met, coverage will commence at the initial time of the interruption and will then be subject to the applicable deductible.

- (3) Any necessary expenses you incur to reduce or avert the amount of loss under this Coverage Extension. We will pay such expenses to the extent they do not exceed the amount of loss that otherwise would have been payable under this Coverage Extension.

d. Utility Interruption – Time Element Coverage Extension (UI-TE)

If you have selected the Business Income Coverage Extension or Extra Expense Coverage Extension, the applicable coverage is extended to cover loss caused by the interruption of utility services provided all of the following conditions are met:

- (1) The interruption is the direct result of a "Breakdown" to "Covered Equipment" owned, operated or controlled by a private or public utility, landlord or other supplier with whom you have a contract to provide you with utility services;
- (2) The "Covered Equipment" is located more than 1000 feet from the affected Covered Premises insured under this Coverage Part;
- (3) The "Covered Equipment" is used to supply air conditioning, communication services, electric power, gas, heating, refrigeration, steam, water or waste treatment to the Covered Premises; and
- (4) The interruption of utility service to your Covered Premises lasts at least the consecutive period of time shown in the Declarations or elsewhere in this Coverage Part for Utility Interruption-Time Element. Once this waiting period is met, coverage will commence at the initial time of the interruption and will then be subject to the applicable deductible.

e. Civil Authority Coverage Extension

- (1) If you have selected the Business Income Coverage Extension or Extra Expense Coverage Extension, the applicable coverage is extended to cover loss caused by the action of civil authority that prohibits access to the Covered Premises. The action of civil authority must be due to direct physical loss or damage caused by a "Covered Cause of Loss" at locations, other than the Covered Premises, that are within 100 miles of the Covered Premises.
- (2) Coverage provided under e.(1) above will commence 24 hours after the time of the civil authority action and will continue for a period up to 3 consecutive weeks.

f. "Dependent Property" Coverage Extension

If you have selected the Business Income Coverage Extension or Extra Expense Coverage Extension, the applicable coverage is extended to cover loss caused by the necessary partial or total interruption of your business during the "Period of Restoration for Dependent Property". The interruption must be caused by direct physical loss of or damage to "Dependent Property", shown in the Declarations or elsewhere in this Coverage Part, caused by or resulting from a "Covered Cause of Loss".

However, coverage under this Coverage Extension does not apply when the only loss to "Dependent Property" is loss or damage to "Electronic Data", including destruction or corruption of "Electronic Data". If the "Dependent Property" sustains loss or damage to "Electronic Data" and other property, coverage under this Coverage Extension will end once the other property is repaired, rebuilt or replaced.

g. "Electronic Data" Or "Media" Coverage Extension

- (1) If "Media" is damaged or "Electronic Data" is lost or corrupted as a direct result of a "Covered Cause of Loss" and such "Media" or "Electronic Data"

is located at a Covered Premises, we will pay the actual cost to:

- (a) Research, replace, recreate or restore the damaged "Media" or lost or corrupted "Electronic Data"; and
 - (b) Reprogram instructions used in any covered "Computer Equipment".
- (2) If you have selected the Business Income Coverage Extension or Extra Expense Coverage Extension, the applicable coverage is extended to cover the actual loss incurred during the time necessary to:
 - (a) Research, replace, recreate or restore the damaged "Media" or lost or corrupted "Electronic Data"; and
 - (b) Reprogram instructions used in any covered "Computer Equipment".
 - (3) There shall be no coverage for any loss or expense incurred due to damaged "Media" or lost or corrupted "Electronic Data" if the "Electronic Data" or "Media" cannot be replaced, recreated or restored. To the extent that "Electronic Data" is not replaced, recreated or restored, the loss will be valued at the cost of replacement of the "Media" on which the "Electronic Data" was stored, with blank "Media" of substantially identical type.

The deductible for coverage under this Coverage Extension is INCLUDED within the applicable Property Damage Deductible, Business Income Deductible or Extra Expense Deductible shown in the Declarations or elsewhere in this Coverage Part.

h. Error in Description Coverage Extension

We will pay for your loss covered by this Coverage Part if such loss is otherwise not payable solely because of any unintentional error or omission in the description of a location as insured under this Coverage Part.

EQUIPMENT BREAKDOWN

You agree to give us prompt notice of any correction or addition to the description of a location insured under this Coverage Part.

i. Expediting Expense Coverage Extension

With respect to direct damage to "Covered Property" we will pay the reasonable extra cost you necessarily incur to:

- (1) Make temporary repairs to; or
- (2) Expedite the permanent repairs or replacement of;

the damaged property .

The deductible for coverage under this Coverage Extension is INCLUDED within the Property Damage Deductible shown in the Declarations or elsewhere in this Coverage Part

j. "Fungus", Wet Rot And Dry Rot Coverage Extension

(1) Property Damage

(a) We will pay for loss or damage by "Fungus", wet or dry rot only when the "Fungus", wet or dry rot is the direct result of a "Covered Cause of Loss" that occurs during the Policy period. As used in this Coverage Extension, the term loss or damage means direct physical loss or damage to "Covered Property" caused by "Fungus", wet or dry rot including the cost:

- (i) To treat, contain or remove the "Fungus", wet or dry rot;
- (ii) To dispose of the "Fungus", wet or dry rot;
- (iii) To tear out and replace any "Covered Property" as needed to gain access to the "Fungus", wet or dry rot; and
- (iv) Of testing performed after removal, repair, replacement or restoration of the damaged property is completed, provided there is a reason to believe that "Fungus", wet or dry rot is present.

(b) Limit

(i) The most we will pay for coverage provided under **j.(1)(a)** of this Coverage Extension is \$15,000 per Covered Premise per 12-month period starting with the effective date of this Coverage Part, or the amount shown in the Declarations or elsewhere in this Coverage Part as the Limit of Insurance for "Fungus", Wet Rot and Dry Rot Coverage Extension, (1) Property Damage, whichever is greater. With respect to any "One Breakdown" which results in "Fungus", wet or dry rot, we will not pay more than such limit even if the "Fungus", wet or dry rot continues to be present or active or recurs in a later policy period.

(ii) If "Fungus", wet or dry rot results from damage by water as otherwise covered under this Coverage Part, the limit in **j.(1)(b)(i)** is part of, not in addition to, the Water Damage Limitation Limit of Insurance.

(iii) If "Fungus", wet or dry rot results from a "Covered Cause of Loss" other than water, the limit in **j.(1)(b)(i)** is part of, not in addition to, the Property Damage Limit of Insurance.

(2) Business Income or Extra Expense

(a) If you have selected the Business Income Coverage Extension or Extra Expense Coverage Extension, the applicable coverage is extended to cover the additional loss caused by the presence of "Fungus", wet or dry rot as identified in paragraph **j.(1)(a)** above.

(b) Coverage identified in **j.(2)(a)** above is limited to 30 days, or the number of days shown in the Declarations or elsewhere in this Coverage Part as the Limit of Insurance for "Fungus", Wet Rot

and Dry Rot Coverage Extension, (2) Business Income or Extra Expense, whichever is greater. The number of indicated days need not be consecutive. This limit is part of, not in addition to, the applicable Limits of Insurance for the Business Income Coverage Extension and Extra Expense Coverage Extension.

The deductible for coverage under this Coverage Extension is INCLUDED within the applicable Property Damage Deductible, Business Income Deductible or Extra Expense Deductible shown in the Declarations or elsewhere in this Coverage Part.

k. Hazardous Substance Limitation

The following applies despite the operation of the Ordinance or Law Exclusion:

- (1) If "Covered Property" is damaged, contaminated or polluted by a "Hazardous Substance" as a direct result of a "Covered Cause of Loss", we will pay for physical damage caused by the "Hazardous Substance", including any additional expenses incurred by you for clean-up, repair, replacement or disposal of that property.
- (2) As used here, additional expenses means the additional cost incurred over and above the amount that we would have paid had no "Hazardous Substance" been involved with the loss.
- (3) If you have selected the Business Income Coverage Extension or Extra Expense Coverage Extension, the applicable coverage is extended to cover any loss caused by a "Hazardous Substance" as identified in **k.(1)** above.
- (4) The most we will pay for all loss or damage described under this Coverage Limitation is the Limit of Insurance shown in the Declarations or elsewhere in this Coverage Part for Hazardous Substance Limitation.

The deductible for coverage under this Limitation is INCLUDED within the applicable Property Damage Deductible, Busi-

ness Income Deductible or Extra Expense Deductible shown in the Declarations or elsewhere in this Coverage Part.

l. Newly Acquired Locations Coverage Extension

We will provide coverage at newly acquired locations you have purchased or leased. This coverage begins at the time you acquire the property and is subject to the following conditions:

- (1) You must promptly inform us in writing of the newly acquired location(s);
- (2) You agree to pay an additional premium as determined by us for the newly acquired location(s) from the date you acquire such location(s);
- (3) The coverage for these locations will be subject to the same terms, conditions, exclusions and limitations as other Covered Premises until endorsed onto the Coverage Part;
- (4) The coverage under this Coverage Extension will end when any of the following first occurs:
 - (a) This Policy expires;
 - (b) The number of days shown in the Declarations or elsewhere in this Coverage Part for Newly Acquired Locations is exceeded; or
 - (c) The location is reported to us and we have communicated to you in writing our intent to continue coverage (including coverage with different limits, deductibles, terms or conditions) or decline further coverage for such reported location.
- (5) If the coverages and deductibles vary for existing premises, then the coverages for the newly acquired locations will be the broadest coverage, highest limits and highest deductibles applicable to the existing Covered Premises. However, the most we will pay for all loss or damage as provided under this Coverage Extension is the Limit of Insurance shown in the Declarations or elsewhere in this Coverage Part for Newly Acquired Locations Coverage Extension.

m. Ordinance or Law (including Demolition and Increased Cost of Construction) Coverage Extension

(1) The following applies despite the Ordinance or Law Exclusion.

(2) With respect to a building or structure that is "Covered Property" and that was damaged as a result of a "Covered Cause of Loss", we will pay for:

(a) The loss in value of the undamaged portion of the building or structure as a consequence of enforcement of an ordinance, law, rule, regulation or ruling that requires the demolition of undamaged parts of the same building or structure;

(b) Your actual cost to demolish and clear the site of the undamaged parts of the same building or structure as a consequence of enforcement of an ordinance, law, rule, regulation or ruling that requires the demolition of such undamaged property; and

(c) The increased cost actually and necessarily expended to:

(i) Repair or reconstruct the damaged or destroyed portions of the building or structure; and

(ii) Reconstruct or remodel the undamaged portion of that building or structure with buildings or structures of like materials, height, floor area, and style for like occupancy, whether or not demolition is required on:

i The same Covered Premises or at another location, if you so elect. However, if you rebuild at another location, the most we will pay is the increased cost of construction that we would have paid to rebuild at the same Covered Premises; or

ii Another location if the relocation is required by the ordinance, law, rule, regulation or ruling. The most we will pay is the increased cost of construction at the new location.

(d) If you have selected the Business Income Coverage Extension or Extra Expense Coverage Extension, the applicable coverage is extended to cover loss incurred as a direct consequence of coverage provided in **m.(2)(a)-(c)** above. With regard to loss covered under this paragraph, the "Period of Restoration" is extended to include the additional period of time required for demolition, removal, repair, remodeling or reconstruction and to meet the minimum requirement for the enforcement of any ordinance, law, rule, regulation or ruling in effect at the time of the "Breakdown";

provided these increases in loss are necessitated by the enforcement of any ordinance, law, rule, regulation or ruling that is in force at the time of the "Breakdown", which regulates the demolition, construction, repair or use of the building or structure.

(3) We will not pay for:

(a) Demolition or site clearing until the undamaged portions of the buildings or structures are actually demolished;

(b) Increase in loss until the damaged or destroyed buildings or structures are actually rebuilt or replaced and approved by the regulating government agency;

(c) Loss due to any ordinance, law, rule, regulation or ruling that:

(i) You were required to comply with before the loss, even if the building was undamaged; and

(ii) You failed to comply with;

- (d) Increase in loss excess of the amount required to meet the minimum requirement of an ordinance, law, rule, regulation or ruling enforcement at the time of the "Breakdown";
 - (e) Increase in loss resulting from a "Hazardous Substance";
 - (f) Loss or expense sustained due to the enforcement of any ordinance, law, rule, regulation or ruling which requires the demolition, repair, replacement, reconstruction, remodeling or remediation of property due to the presence, growth, proliferation, spread or any activity of "Fungus", wet or dry rot; or
 - (g) Costs associated with the enforcement of any ordinance, law, rule, regulation or ruling which requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "Fungus", wet or dry rot.
- (4) If:
- (a) The building or structure is damaged by a "Covered Cause of Loss" that is covered by this Coverage Part;
 - (b) There is other physical damage that is not covered by this Coverage Part; and
 - (c) The building damage in its entirety results in enforcement of ordinance, law, rule, regulation or ruling;

then we will not pay the full amount of the loss under this Coverage Extension. Instead, we will pay only that proportion of such loss that the damage by the "Covered Cause of Loss" bears to the total physical damage.

But if the building or structure sustains direct physical damage that is not covered under this Coverage Part and such damage is the subject of the ordinance, law, rule, regulation or ruling, then there is no Ordinance or

Law coverage under this Coverage Part even if the building has also sustained damage by a "Covered Cause of Loss".

- (5) The most we will pay under this Coverage Extension for the sum of all covered expenses, including loss covered under any applicable Business Income or Extra Expense coverage, is the Limit of Insurance shown in the Declarations or elsewhere in this Coverage Part for Ordinance or Law (including Demolition and Increased Cost of Construction).

The deductible for coverage under this Coverage Extension is INCLUDED within the applicable Property Damage Deductible, Business Income Deductible or Extra Expense Deductible shown in the Declarations or elsewhere in this Coverage Part.

n. Refrigerant Contamination Limitation

If "Covered Property" is contaminated by a refrigerant, including ammonia, as a direct result of a "Covered Cause of Loss", the most we will pay for physical damage caused by such refrigerant contamination, including salvage expense and any additional expenses incurred by you for clean-up, repair, replacement or disposal of that property, is the Limit of Insurance shown in the Declarations or elsewhere in this Coverage Part for Refrigerant Contamination.

o. Water Damage Limitation

If "Covered Property" is damaged by water as a direct result of a "Covered Cause of Loss", the most we will pay for such physical damage, including salvage expense, is the Limit of Insurance shown in the Declarations or elsewhere in this Coverage Part for Water Damage.

The deductible for coverage under this Limitation is INCLUDED within the Property Damage Deductible shown in the Declarations or elsewhere in this Coverage Part.

B. Exclusions

We will not pay for loss or damage caused directly or indirectly by any of the following. Such loss or damage is excluded regardless of any

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other cause or event that contributes concurrently or in any sequence to the loss.

The exclusions apply whether or not the loss event results in widespread damage or affects a substantial area.

1. Earth Movement

Earth movement including: earthquake; landslide; land subsidence; mine subsidence; sinkhole collapse; volcanic action; or other rising or shifting of earth that results from, contributes to, or is aggravated by any of the above, all whether naturally occurring or due to man-made or other artificial causes.

2. Nuclear Hazard

Nuclear reaction or radiation, or radioactive contamination, however caused.

3. War or Military Action

- a. War, including undeclared or civil war;
- b. 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
- c. Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

4. Water

- a. Flood, surface water, waves, tides, tidal waves, tsunami, overflow of any body of water, or their spray, all whether driven by wind or not;
- b. Mudflow or mudslides; or
- c. Backup of sewers, drains, or drainage piping;

all whether naturally occurring or due to man-made or other artificial causes.

5. Discharge or leakage of a sprinkler system, sewer piping or domestic water piping, unless such discharge or leakage is the direct result of a "Covered Cause of Loss". The most we will pay for such water damage is the Limit of Insurance shown in the Declarations or elsewhere in this Coverage Part for Water Damage Limitation.

6. **Delay, interruption of business, loss of use or loss of market** except as provided in

Business Income, Extra Expense or Utility Interruption-Time Element coverage.

7. **Depletion, deterioration, corrosion, erosion, decay, wear and tear or rust.** However, if a "Covered Cause of Loss" ensues, we will pay the ensuing loss or damage not otherwise excluded.

8. An explosion

However, we will pay for direct loss or damage caused by an explosion of "Covered Equipment" of a kind specified below, and which is not otherwise excluded elsewhere in this Coverage Part:

- a. Steam boiler; electric steam generator; steam piping; steam turbine; steam engine; or
- b. Gas turbine or any other moving or rotating machinery, when such explosion is caused by centrifugal force or mechanical breakdown.

9. **Explosion** within the furnace of a chemical recovery type boiler or within the gas passages from the furnace to the atmosphere.

10. **Fire or combustion explosion** including those that:

- a. Result in a "Covered Cause of Loss";
- b. Occur at the same time as a "Covered Cause of Loss"; or
- c. Emerge from a "Covered Cause of Loss".

11. "Fungus", Wet Rot and Dry Rot

Presence, growth, proliferation, spread or activity of "Fungus", wet or dry rot, except as provided under **A.2.j.** "Fungus", Wet Rot And Dry Rot Coverage Extension. However, if a "Covered Cause of Loss" ensues, we will pay the ensuing loss or damage not otherwise excluded.

12. **"Hacking Event"**. However, if a "Covered Cause of Loss" ensues, we will pay the ensuing loss or damage not otherwise excluded.

13. Any indirect loss, including damage due to spoilage, following a "Covered Cause of Loss" that results from the **lack or excess of power, light, heat, steam or refrigeration** except as provided by the Business Income Coverage Extension, Extra Expense Coverage Extension, Utility Interruption-Time Element Coverage Extension or Spoilage Damage Coverage Extension.

14. Neglect by you to use all reasonable means to save and preserve "Covered Property" from further damage at and after the time of loss.

15. Ordinance or Law

Increase in loss from the enforcement of any ordinance, law, rule, regulation or ruling which restricts or regulates the repair, replacement, alteration, use, operation, construction, installation, clean-up or disposal of "Covered Property", except as provided under **A.2.m.** Ordinance or Law (including Demolition and Increased Cost of Construction) Coverage Extension.

However the words 'use' and 'operation' shall be eliminated as respects a covered "Breakdown" to electrical supply and emergency generating equipment located on any Covered Premises shown in the Declarations or elsewhere in this Coverage Part, when continued operation is contingent on the presence of such electrical supply and emergency generating equipment as mandated by any government agency.

16. A "Breakdown" that is caused directly or indirectly by **Hail or Windstorm**.

17. Specified Perils

A "Breakdown" that is the direct or indirect result of the following causes of loss, if such cause of loss is covered by another Coverage Part or policy of insurance or self-insurance risk retention plan in force at the time of the loss, regardless of deductible, whether you can collect on it or not. Also excluded are all resulting direct and indirect loss.

- a. Aircraft or missiles;
- b. Civil commotion;
- c. Collapse;
- d. Freezing caused by cold weather;
- e. Lightning;
- f. Molten material;
- g. Objects falling from aircraft or missiles;
- h. Riot;
- i. Smoke;
- j. Vandalism;
- k. Vehicles, including any material carried in or on the vehicles; or
- l. Weight of snow, ice, sleet.

18. Any "Breakdown" to "Covered Equipment" that takes place while the "Covered Equipment" is undergoing a test which subjects the "Covered Equipment" to greater than maximum allowable operating conditions as identified by the manufacturer of the "Covered Equipment".

19. Any **virus, bacterium or other microorganism** that induces, or is capable of inducing, physical distress, illness or disease. However:

- a. If a "Covered Cause of Loss" ensues, we will pay the ensuing loss or damage not otherwise excluded; and
- b. This exclusion does not apply to loss or damage caused by or resulting from "Fungus", wet rot or dry rot. Such loss or damage is addressed in Exclusion **B.11**.

20. Water or other means used to extinguish a fire, even when the attempt is unsuccessful.

21. With respect to the Business Income Coverage Extension, Extra Expense Coverage Extension, and Utility Interruption – Time Element Coverage Extension, the following additional exclusions shall apply:

- a. The business that would not or could not have been carried on if the "Covered Cause of Loss" had not occurred;
- b. Your failure to use due diligence and dispatch to operate your business as nearly normal as practicable at the Covered Premises shown in the Declarations or elsewhere in this Coverage Part; or
- c. The suspension, lapse or cancellation of a contract following a "Covered Cause of Loss" extending beyond the time business could have resumed if the contract had not lapsed, been suspended or canceled.

22. With respect to Utility Interruption-Spoilage coverage [A.2.c(2)] and the Utility Interruption-Time Element Coverage Extension:

Specified Perils, any loss resulting from the following causes of loss:

- a. Aircraft or missiles;
- b. Civil commotion;
- c. Collapse;
- d. Freezing caused by cold weather;
- e. Lightning;

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- f. Molten material;
- g. Objects falling from aircraft or missiles;
- h. Riot;
- i. Smoke;
- j. Vandalism;
- k. Vehicles, including any material carried in or on the vehicles;
- l. Weight of snow, ice, sleet;
- m. Acts of Sabotage; or
- n. Deliberate act(s) of load shedding by the supplying or distributing utility, landlord or other supplier.

23. Any other indirect result of a "Covered Cause of Loss" except as provided under any Coverage Extension.

C. Limits of Insurance

1. The most we will pay for loss or damage under any and all Coverage and Coverage Extensions and Limitations from any "One Breakdown" is the applicable Total Limit per Breakdown Limit of Insurance shown in the Declarations or elsewhere in this Coverage Part.
2. For each Coverage and Coverage Extension and Limitation in paragraph A., if:
 - a. INCLUDED is shown in the Declarations or elsewhere in this Coverage Part under Limit of Insurance, then the limit for such coverage is part of, not in addition to, the other Limit of Insurance identified.
 - b. A Limit of Insurance is shown in the Declarations or elsewhere in this Coverage Part, we will not pay more than the applicable Limit of Insurance.
3. Any payment made will not be increased if more than one Insured is shown in this Coverage Part.

D. Deductibles

1. Application of Deductibles

We will not pay for loss or damage resulting from any "One Breakdown" until the amount of covered loss or damage exceeds the deductible shown in the Declarations or elsewhere in this Coverage Part for each applicable coverage. We will then pay the amount of covered loss or damage in excess of the deductible, up to the applicable Limit of Insurance.

Deductibles apply separately for each applicable coverage except if:

- a. A Combined Deductible is shown in the Declarations or elsewhere in this Coverage Part, then we will first subtract the combined deductible amount from the aggregate amount of all loss; or
- b. More than one "Covered Equipment" is involved in "One Breakdown", then only one deductible, the highest, shall apply for each of the applicable coverages; or
- c. INCLUDED is shown in the Declarations or elsewhere in this Coverage Part, then the deductible for that Coverage or Coverage Extension or Limitation is part of the other deductible identified, and we will subtract the deductible from the aggregate amount of loss under any Coverage and Coverage Extensions and Limitations subject to such deductible.

2. Determination of Deductibles

a. Dollar Deductible

If a dollar deductible is shown in the Declarations or elsewhere in this Coverage Part, we will first subtract the dollar amount from any loss we would otherwise pay.

b. Multiple per Unit Deductible

If a multiple of units is shown in the Declarations or elsewhere in this Coverage Part, the deductible will be calculated as the product of the multiplier times the number of units specified. (For example: if the deductible is specified as \$25/hp for air conditioning units, and a covered 500 hp air conditioning unit suffered a "Covered Cause of Loss", the deductible would be \$25 times 500 hp which equals \$12,500.)

c. Time Deductible

If a time deductible is shown in the Declarations or elsewhere in this Coverage Part, we will not be liable for any loss under that coverage that occurs during that specified time period immediately following a "Breakdown". If a time deductible is shown in days, each day shall mean twenty-four consecutive hours.

d. Multiple of Average Daily Value (ADV) Deductible

If a multiple of average daily value is shown in the Declarations or else where in this Coverage Part, this deductible will be calculated as follows:

- (1) For the entire Covered Premises where the loss occurred, determine the total amount of "Business Income" that would have been earned during the "Period of Restoration" had no "Covered Cause of Loss" taken place.
- (2) Divide the result in paragraph d.(1) by the number of days the business would have been open during the "Period of Restoration". The result is the average daily value (ADV).
- (3) Multiply the ADV by the multiple of average daily value shown in the Declarations or elsewhere in this Coverage Part.

e. Percentage of Loss Deductible

If a deductible is expressed as a percentage of loss in the Declarations or elsewhere in this Coverage Part, we will not be liable for the indicated percentage of the gross amount of loss or damage (prior to the applicable deductible or coinsurance) payable under the applicable coverage.

f. Minimum Or Maximum Deductible

(1) If:

- (a) A minimum dollar amount deductible is shown in the Declarations or elsewhere in this Coverage Part; and
- (b) The dollar amount of the Multiple per Unit, Multiple of Average Daily Value or Percentage of Loss Deductible is less than the Minimum Deductible;

then the Minimum Deductible amount shown in the Declarations or elsewhere in this Coverage Part will be the applicable deductible.

(2) If:

- (a) A maximum dollar amount deductible is shown in the Declarations or elsewhere in this Coverage Part; and

- (b) The dollar amount of the Multiple per Unit, Multiple of Average Daily Value or Percentage of Loss Deductible is greater than the Maximum Deductible;

then the Maximum Deductible amount shown in the Declarations or elsewhere in this Coverage Part will be the applicable deductible.

E. Conditions

The following conditions apply in addition to the Common Policy Conditions:

1. Loss Conditions**a. Abandonment**

There can be no abandonment of any property to us.

b. Appraisal

If you and we disagree on the value of the property or the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that a judge of a court having jurisdiction make the selection. The appraisers will state separately the value of the property and amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- (1) Pay its chosen appraiser; and
- (2) Bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, we will still retain our right to deny the claim.

c. Defense

If there is damage to property of another in your care, custody or control for which you are legally liable, we have the right, but are not obligated, to defend you against any suit alleging liability for that property. When we do this, it will be at our expense.

d. Duties in the Event of Loss or Damage

- (1) You must see that the following are done in the event of loss or damage to "Covered Property":

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- (a) Give us a prompt notice of the loss or damage. Include a description of the property involved;
 - (b) As soon as possible, give us a description of how, when and where the loss or damage occurred;
 - (c) Allow us reasonable time and opportunity to examine the property and Covered Premises before repairs are undertaken or physical evidence of the "Covered Cause of Loss" is removed. But you must take whatever measures are necessary to protect the property and Covered Premises from further damage;
 - (d) Preserve all repaired or replaced "Covered Property" for our inspection, unless we authorize otherwise;
 - (e) As often as may be reasonably required, permit us to inspect the property proving the loss or damage and examine your books and records;
 - (f) Permit us to take samples of damaged and undamaged property for inspection, testing and analysis, and permit us to make copies from your books and records;
 - (g) Send us a signed, sworn proof of loss containing the information we request to investigate the claim. You must do this within 60 days after our request. We will supply you with the necessary forms;
 - (h) Cooperate with us in the investigation or settlement of the claim;
 - (i) Promptly send us any legal papers or notices received concerning the loss or damage; and
 - (j) Make no statement that will assume any obligation or admit any liability, for any loss or damage for which we may be liable, without our consent.
- (2) We may examine any Insured under oath, while not in the presence of any other Insured and at such times as may be reasonably required, about any matter relating to this insurance or the claim, including an Insured's books and records. In the event of an examination, an Insured's answers must be signed.
- e. Insurance Under Two or More Coverages**
- If two or more of this Coverage Part's coverages apply to the same loss or damage, we will not pay more than the actual amount of the loss or damage.
- f. Legal Action Against Us**
- No one may bring a legal action against us under this Coverage Part unless:
- (1) There has been full compliance with all the terms of this Coverage Part; and
 - (2) The action is brought within 2 years after the date of the "Breakdown"; or
 - (3) We agree in writing that you have an obligation to pay for damage to "Covered Property" of others or until the amount of that obligation has been determined by final judgment or arbitration award. No one has the right under this Coverage Part to bring us into any action to determine your liability.
- g. Other Insurance**
- (1) You may have other insurance subject to the same plan, terms, conditions and provisions as the insurance under this Coverage Part. If you do, we will pay our share of the covered loss or damage. Our share is the proportion that the applicable Limit of Insurance under this Coverage Part bears to the limit(s) of insurance of all insurance covering on the same basis.
 - (2) If there is other insurance covering the same loss or damage, other than that described in paragraph **g.(1)**, we will pay only for the amount of covered loss or damage in excess of the amount due from that other insur-

ance, whether you can collect on it or not. But we will not pay more than the applicable Limit of Insurance under this Coverage Part.

h. Privilege to Adjust with Owner

In the event of loss or damage involving property of others in your care, custody or control, we have the right to settle the loss or damage with the owner of the property. A receipt for payment from the owner of that property will satisfy any claim of yours against us.

i. Reducing Your Loss

As soon as possible after a "Covered Cause of Loss" you must:

- (1) Resume business, partially or completely;
- (2) Make up for lost business within a reasonable period of time. This reasonable period does not necessarily end when operations are resumed; and
- (3) Make use of every reasonable means to reduce or avert loss including:
 - (a) Working extra time or overtime at the Covered Premises or at another location you own or acquire to carry on the same operations;
 - (b) Utilizing the property or services of other concerns;
 - (c) Using merchandise or other property, such as surplus machinery, duplicate parts, equipment, supplies and surplus or reserve stock you own, control or can obtain; and
 - (d) Salvaging the damaged "Covered Property".

j. Transfer of Rights of Recovery Against Others to Us

If any person or organization to or for whom we make payment under this Coverage Part has rights to recover damages from another, those rights are transferred to us to the extent of our payment.

That person or organization must do everything necessary to secure our rights and must do nothing after the loss to impair them.

However, you may waive your rights against another party in writing:

- (1) Prior to a loss to your "Covered Property" or covered income; or
- (2) After a loss to your "Covered Property" or covered income only if, at the time of loss, that party is one of the following:
 - (a) Someone insured by this Coverage Part;
 - (b) A business firm:
 - (i) Owned or controlled by you; or
 - (ii) That owns or controls you; or
 - (c) Your tenant.

This will not restrict your insurance.

k. Loss Payment

- (1) In the event of loss or damage covered by this Coverage Part, at our option, we will either:
 - (a) Pay the value of lost or damaged property;
 - (b) Pay the cost of repairing or replacing the lost or damaged property;
 - (c) Take all or any part of the property at an agreed or appraised value; or
 - (d) Repair, rebuild or replace the property with other property of like kind and quality.
- (2) We will give notice of our intentions within 30 days after we receive the proof of loss.
- (3) We will not pay more than your financial interest in the "Covered Property".
- (4) We will pay for covered loss or damage within 30 days after we receive the sworn proof of loss, if:
 - (a) You have complied with all of the terms of the Coverage Part; and
 - (b) We have reached agreement with you on the amount of loss or an appraisal award has been made and we have not denied the claim.

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I. Valuation

We will determine the value of "Covered Property" in the event of loss or damage as follows:

- (1) At replacement cost as of the time of loss or damage, except as provided in (2), (4), (5), (6), (7), (9) and (10) below. However we will not pay more for loss or damage on a replacement cost basis than the least of the following:
 - (a) The Limit of Insurance applicable to the damaged "Covered Property";
 - (b) The cost to repair the damaged "Covered Property";
 - (c) The cost to replace the damaged "Covered Property" with other property of comparable material and quality intended to be used for the same purpose; or
 - (d) The amount actually spent that is necessary to repair or replace the damaged "Covered Property".

But we will not pay for damaged "Covered Property" that is obsolete or useless to you.

- (2) If "Covered Equipment" is valued at replacement cost, cannot be repaired and requires replacement you may choose to apply the following provision.

New Generation Coverage – You may replace damaged "Covered Equipment" with a newer generation "Covered Equipment" of the same capacity which improves the environment, increases efficiency or enhances safety. We will pay up to an additional 25% of the covered property damage amount for the "Covered Equipment". This additional amount is included in, not in addition to, the applicable Property Damage Limit of Insurance.

- (3) Except for New Generation Coverage, you must pay the extra cost of replacing damaged "Covered Property" with property of a better kind or quality or of a larger capacity.

- (4) If:

- (a) Any damaged "Covered Property", that is intended for your use, is protected by an **extended warranty, or maintenance or service contract**; and
- (b) That warranty or contract becomes void or unusable due to a "Covered Cause of Loss";

we will reimburse you for the prorated amount of the unused costs of non-refundable, non-transferable warranties or contracts.

- (5) Unless we agree otherwise in writing, if you do not repair or replace the damaged "Covered Property" within 24 months following the date of the "Breakdown", then we will pay only the smaller of the:

- (a) Cost it would have taken to repair the "Covered Property";
- (b) Cost it would have taken to replace the "Covered Property"; or
- (c) Actual cash value at the time of the "Breakdown".

- (6) If all of the following conditions are met, **"Covered Property" (including finished goods) held by you for sale** except as identified in I.(7) below, will be valued at the selling price as if no loss or damage had occurred, less any discounts you offered and expenses you otherwise would have had:

- (a) The selling price of the "Covered Property" is more than the replacement cost of the "Covered Property"; and
- (b) You are unable to replace the "Covered Property" before its anticipated sale.

- (7) We will determine the value of "Covered Property" that is being processed as follows:

- (a) For raw materials, the replacement cost; and
- (b) For goods in process, the replacement cost of the raw materials, the labor extended and the

proper proportion of overhead charges.

- (8)** Any **salvage value** of property obtained for temporary repairs or use following a "Covered Cause of Loss" which remains after repairs are completed will be taken into consideration in the adjustment of any loss.

(9) Pairs, Sets or Parts

- (a) Pairs or Sets.** In case of loss caused by a "Covered Cause of Loss" to any part of a pair or set we may:

- (i)** Repair or replace any part to restore the pair or set to its value before the "Breakdown"; or
- (ii)** Pay the difference between the value of the pair or set before and after the "Breakdown".

- (b) Parts.** In case of loss caused by a "Covered Cause of Loss" to any part of "Covered Property" consisting of several parts when complete, we will only pay for the value, as determined elsewhere in this Condition, of the lost or damaged part.

(10) Brands and Labels

- (a)** If branded or labeled merchandise that is "Covered Property" is damaged by a "Covered Cause of Loss", we may take all or any part of the property at an agreed or appraised value. If we take such property, you may:

- (i)** Stamp the word SALVAGE on the merchandise or its containers if the stamp will not physically damage the merchandise; or
- (ii)** Remove the brands or labels if doing so will not physically damage the merchandise. You must re-label the merchandise or its containers to comply with any law.

- (b)** We will pay the reasonable cost you incur to perform the activities

described in paragraphs **(a)(i)** and **(a)(ii)** above.

However, if costs identified in paragraphs **(10)(a)(i)** and **(10)(a)(ii)** above are incurred as a result of damage as covered under the "Fungus", Wet Rot and Dry Rot Coverage Extension, Hazardous Substance Limitation, Refrigerant Contamination Limitation or Water Damage Limitation, such costs will be a part of, not in addition to, the respective limits shown in the Declarations or elsewhere in this Coverage Part for the "Fungus", Wet Rot and Dry Rot Coverage Extension, Hazardous Substance Limitation, Refrigerant Contamination Limitation and Water Damage Limitation.

- m.** The following conditions apply to the Business Income Coverage Extension only.

(1) Business Income Report of Values

You must report to us each year the "Business Income Estimated Annual Value" for each Covered Premises to which the Business Income Coverage Extension applies.

(2) Business Income Coinsurance

Unless Business Income Coinsurance is shown as Suspended in the Declarations or elsewhere in this Coverage Part, the Business Income loss is subject to a Coinsurance Percentage.

- (a)** If "Business Income Estimated Annual Values" have been reported for each Covered Premises affected by the "Covered Cause of Loss", then the Coinsurance Percentage will be calculated as follows:

- (i)** For all Covered Premises affected by the "Covered Cause of Loss" divide the "Business Income Estimated Annual Value(s)" last reported to us by the "Business Income Actual Annual Value(s)" at the time of the "Breakdown" to determine the Coinsurance Percentage.

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The Coinsurance Percentage is subject to a maximum of 100%;

- (ii) Multiply the amount of the Business Income loss by the Coinsurance Percentage determined in paragraph **m.(2)(a)(i)** above;
 - (iii) Subtract the applicable deductible from the amount determined in paragraph **m.(2)(a)(ii)** above;
 - (iv) We will pay the amount determined in **m.(2)(a)(iii)** above or the Limit of Insurance shown in the Declarations or elsewhere in this Coverage Part for the Business Income Coverage Extension, whichever is less.
- (b) If "Business Income Estimated Annual Values" have not been reported for each Covered Premises affected by the "Covered Cause of Loss", then the Coinsurance Percentage will be calculated as follows:
- (i) Divide the Limit of Insurance shown in the Declarations or elsewhere in this Coverage Part for the Business Income Coverage Extension by the "Business Income Actual Annual Value(s)" at the time of the "Breakdown" for all Covered Premises to determine the Coinsurance Percentage. The Coinsurance Percentage is subject to a maximum of 100%;
 - (ii) Multiply the amount of the Business Income loss by the Coinsurance Percentage determined in paragraph **m.(2)(b)(i)** above;
 - (iii) Subtract the applicable deductible from the amount determined in paragraph **m.(2)(b)(ii)** above;
 - (iv) We will pay the amount determined in **m.(2)(b)(iii)**

above or the Limit of Insurance shown in the Declarations or elsewhere in this Coverage Part for Business Income Coverage Extension, whichever is less.

2. General Conditions

a. Bankruptcy

The bankruptcy or insolvency of you or your estate will not relieve us of any obligation under this Coverage Part.

b. Cancellation

As respects this Coverage Part, part 2. of the **CANCELLATION** Condition of the Common Policy Conditions is replaced by the following:

We may cancel this Coverage Part by mailing or delivering to the first Named Insured written notice of cancellation at least:

- (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
- (2) The number of days shown in the Declarations or elsewhere in this Coverage Part for Notice of Cancellation before the effective date of cancellation if we cancel for any other reason.

c. Concealment, Misrepresentation or Fraud

This Coverage Part is void in any case of fraud, intentional concealment or misrepresentation of a material fact by you or any other Insured, at any time, concerning:

- (1) This Coverage Part;
- (2) The "Covered Property";
- (3) Your interest in the "Covered Property"; or
- (4) A claim under this Coverage Part.

d. Currency

All amounts used herein are expressed in the currency of the United States of America and any loss sustained under this Coverage Part shall be paid in the currency of the United States of America.

If, in the event of loss or damage, the amount of such loss or damage is computed in a foreign currency, the amount of such loss or damage will then be converted into the currency of the United States of America at the rate of exchange as specified in the Wall Street Journal as of the date the "Breakdown" occurred.

e. Jurisdictional Inspections

At your option, we will provide certificate-of-operation inspection services for boilers and other pressure vessels where:

- (1) You have notified us of equipment that is insured under this Coverage Part and that requires a certificate-of-operation;
- (2) The certificate-of-operation is required by state, city or provincial law; and
- (3) The state, city or provincial law permits inspections by insurance company employees.

Certificate-of-operation inspection services shall be provided only in the United States of America, Puerto Rico and Canada as allowed by state, city or provincial law.

f. Liberalization

If we adopt any standard form revision for general use that would broaden coverage under this Coverage Part without additional premium, the broadened coverage will immediately apply to this Coverage Part if the revision is effective within 45 days prior to or during the Policy period.

g. No Benefit to Bailee

No person or organization, other than you, having custody of "Covered Property" will benefit from this insurance.

h. Policy Period, Coverage Territory

Under this Coverage Part:

- (1) We cover loss or damage commencing;
 - (a) During the Policy Period shown in the Declarations or elsewhere in this Coverage Part; and
 - (b) Within the Coverage Territory.
- (2) The Coverage Territory is:

- (a) The United States of America (including its territories and possessions);
- (b) Puerto Rico; and
- (c) Canada.

i. Reporting of Values

You shall report to us 100% of the total insurable values at each Covered Premises as of the inception date of this Coverage Part and every subsequent year as of the anniversary date. The values shall be reported separately for each of the coverages provided.

You agree to keep the applicable records for each policy year available for inspection by our representatives at all times during business hours, during the respective policy year, and for a period of twelve months after the end of the respective policy year or after cancellation of this Coverage Part.

j. Premium Adjustments

For policies with Policy Periods greater than 12 months, the premium will be calculated at each anniversary for the subsequent policy year on the basis of rates in effect at the anniversary date and for all values at risk as of that anniversary date.

k. Suspension

Whenever "Covered Equipment" is found to be in, or exposed to, a dangerous condition, any of our representatives may immediately suspend the insurance under this Coverage Part against loss from a "Breakdown" to that "Covered Equipment". This can be done by delivering or mailing a written notice of suspension to:

- (1) Your last known address; or
- (2) The address where the "Covered Equipment" is located.

Once suspended in this way, your insurance can be reinstated only by an endorsement for that "Covered Equipment".

If we suspend your insurance, you will receive a pro rata refund of premium for such suspension. But the suspension will be effective even if we have not yet made or offered a refund.

3. Joint or Disputed Loss Agreement

- a. This condition is intended to facilitate payment of insurance proceeds when:
 - (1) Both a commercial property policy and this Coverage Part are in effect;
 - (2) Damage occurs to "Covered Property" that is insured by the commercial property policy and this Coverage Part; and
 - (3) There is disagreement between the insurers as to whether there is coverage or as to the amount of the loss to be paid, if any, by each insurer under its own policies or coverage parts.
- b. This condition does not apply if:
 - (1) Both the commercial property insurer and we do not admit to any liability; and
 - (2) Neither the commercial property insurer nor we contend that coverage applies under the other insurer's Coverage Part.
- c. The provisions of this condition apply only if all of the following requirements are met:
 - (1) The commercial property policy carried by the Named Insured, insuring the "Covered Property", contains a similar provision at the time of the loss or damage, with substantially the same requirements, procedures and conditions as contained in this condition; and
 - (2) The damage to the "Covered Property" was caused by a loss for which:
 - (a) Both the commercial property insurer and we admit to some liability for payment under the respective policies; or
 - (b) There is disagreement between the insurers with respect to:
 - i. Whether the damage to the "Covered Property" was caused by a "Covered Cause of Loss" insured under this Coverage Part or by a covered cause of loss insured by the commercial property policy; or
 - ii. The extent of participation of this Coverage Part and of such commercial property policy in a loss that is insured against, partially or wholly, by both this Coverage Part and such commercial property policy.
- d. If the requirements listed in paragraph c. above are satisfied, the commercial property insurer and we will make payment per the following:
 - (1) We will pay, after your written request, the entire amount of loss that we have agreed is covered, if any, by this Coverage Part and one-half (1/2) the amount of the loss that is in disagreement.
 - (2) The commercial property insurer will pay, after your written request, the entire amount of loss that it has agreed is covered, if any, by the commercial property policy and one-half (1/2) the amount of loss that is in disagreement.
 - (3) Payments by the insurers of the amounts that are in disagreement, as described in paragraphs d.(1) and d.(2), do not alter, waive or surrender any rights of any insurer against any other with regard to the portion of the loss for which each insurer is liable.
 - (4) The amount in disagreement to be paid by us under this condition shall not exceed the amount payable under the equivalent Loss Agreement of the commercial property policy.
 - (5) The amount to be paid under this condition shall not exceed the amount we would have paid had no commercial property policy been in effect at the time of loss. In no event will we pay more than the applicable Limit of Insurance shown in the Declarations or elsewhere in this Coverage Part.
 - (6) Acceptance by you of sums paid under this condition does not alter, waive or surrender any other rights against us.

e. Arbitration

- (1) The payments by the commercial property insurer and us hereunder and acceptance of those sums by you signify the agreement between the commercial property insurer and us to proceed with arbitration within 90 days of such payment.
- (2) The arbitrators shall be three in number, one of whom shall be appointed by us and one of whom shall be appointed by the commercial property insurer and the third appointed by consent of the other two arbitrators.
- (3) The decision by the arbitrators shall be binding on the commercial property insurer and us and that judgment upon such award may be entered in any court of competent jurisdiction.
- (4) You agree to cooperate in connection with such arbitration but not to intervene therein.

4. Statutes or Regulations

If any term or condition of this Coverage Part conflicts with any requirement of applicable statutory or regulatory law, such term or condition is amended to conform to that law.

5. Mortgageholders

- a. The term – mortgageholder – includes trustee.
- b. We will pay for direct damage to "Covered Property" due to a "Covered Cause of Loss" to each mortgageholder shown in the Mortgagee Schedule forming a part of this Coverage Part in their order of precedence, as interests may appear.
- c. The mortgageholder has the right to receive loss payment even if the mortgageholder has started foreclosure or similar action on the "Covered Property".
- d. If we deny your claim because of your acts or because you have failed to comply with the terms of this Coverage Part, the mortgageholder will still have the right to receive loss payment if the mortgageholder:
 - (1) Pays any premium due under this Coverage Part at our request if you have failed to do so;

- (2) Submits a signed, sworn proof of loss within 60 days after receiving notice from us of your failure to do so; and
- (3) Has notified us of any change in ownership or material change in risk known to the mortgageholder.

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

- e. If we pay the mortgageholder for any loss or damage and deny payment to you because of your acts or because you have failed to comply with the terms of this Coverage Part:

- (1) The mortgageholder's rights under the mortgage will be transferred to us to the extent of the amount we pay; and
- (2) The mortgageholder's right to recover the full amount of the mortgageholder's claim will not be impaired.

At our option, we may pay to the mortgageholder the whole principal on the mortgage plus any accrued interest. In this event, your mortgage and note will be transferred to us and you will pay your remaining mortgage debt to us.

- f. If we cancel this Coverage Part, we will give written notice to the mortgageholder at least:
- (1) 10 days before the effective date of cancellation if we cancel for your non-payment of premium; or
 - (2) 30 days before the effective date of cancellation if we cancel for any other reason.
- g. If we do not renew this Coverage Part, we will give written notice to the mortgageholder at least 10 days before the expiration date of this Coverage Part.
- h. If we suspend coverage, it will also be suspended as respects the mortgageholder. We will give written notice of the suspension to the mortgageholder.

F. Definitions

1. "Breakdown"

- a. "Breakdown" means the following direct physical loss that causes physical damage to "Covered Equipment" and necessitates its repair or replacement:

EQUIPMENT BREAKDOWN

- (1) Electrical failure including arcing;
- (2) Failure of pressure or vacuum equipment; or
- (3) Mechanical failure including rupture or bursting caused by centrifugal force;

unless such loss or damage is otherwise excluded within this Coverage Part or any Endorsement forming a part of this Coverage Part.

- b. "Breakdown" does not mean or include:
 - (1) Cracking of any part of an internal combustion gas turbine exposed to the products of combustion;
 - (2) Damage to any structure or foundation supporting the "Covered Equipment" or any of its parts;
 - (3) Damage to any vacuum tube, gas tube, or brush;
 - (4) Defects, erasures, errors, limitations or viruses in "Computer Equipment", "Electronic Data", "Media" or programs, including the inability to recognize and process any date or time or provide instructions to "Covered Equipment". However, if a "Breakdown" ensues, we will pay the ensuing loss or damage not otherwise excluded;
 - (5) Functioning of any safety or protective device;
 - (6) Leakage at any valve, fitting, shaft seal, gland packing, joint or connection; or
 - (7) Malfunction including adjustment, alignment, calibration, cleaning or modification.
2. **"Business Income"** means the:
 - a. Net Income (Net Profit or Loss before income taxes) that would have been earned or incurred; and
 - b. Continuing normal operating expenses incurred, including "Ordinary Payroll".
3. **"Business Income Actual Annual Value"** means the "Business Income" values for the 12 months prior to the "Breakdown".
4. **"Business Income Estimated Annual Value"** means the "Business Income" as es-

timated in the most recent Business Income Report of Values we have on file.

5. **"Computer Equipment"** means:
 - a. Your programmable electronic equipment that is used to store, retrieve and process data; and
 - b. Associated peripheral equipment that provides communication including input and output functions such as printing or auxiliary functions such as data transmission.

It does not include "Electronic Data" or "Media".

6. **"Computer Program"** means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enables the computer or device to receive, process, store, retrieve or send data.
7. **"Covered Cause of Loss"** – as defined in paragraph A.1.
8. **"Covered Equipment"**
 - a. "Covered Equipment" means any:
 - (1) Equipment designed and built to operate under internal pressure or vacuum other than weight of contents;

For any boiler or fired vessel, the furnace of the "Covered Equipment" and the gas passages from there to the atmosphere will be considered as outside the "Covered Equipment";
 - (2) Communication equipment and "Computer Equipment";
 - (3) Fiber optic cable; or
 - (4) Any other electrical or mechanical equipment that is used in the generation, transmission or utilization of energy.
 - b. "Covered Equipment" does not mean any:
 - (1) Astronomical telescope, cyclotron used for other than medical purposes, nuclear reactor, particle accelerator used for other than medical purposes, satellites or spacecraft (including any "Covered Equipment" mounted on or used solely with any satellite or spacecraft);
 - (2) Catalyst;

- (3) Dragline, power shovel, excavation or construction equipment including any "Covered Equipment" mounted on or used solely with any dragline, power shovel, excavation or construction equipment;
 - (4) Equipment or any part of equipment manufactured by you for sale;
 - (5) Felt, wire, screen, mold, form, pattern, die, extrusion plate, swing hammer, grinding disc, cutting blade, non-electrical cable, chain, belt, rope, clutch plate, brake pad, non-metal part or any part or tool subject to periodic replacement;
 - (6) Insulating or refractory material;
 - (7) "Media";
 - (8) Non-metallic pressure or vacuum equipment, unless it is constructed and used in accordance with the American Society of Mechanical Engineers (A.S.M.E.) code or other appropriate and approved code;
 - (9) Part of pressure or vacuum equipment that is not under internal pressure of its contents or internal vacuum;
 - (10) Pressure vessels and piping that are buried below ground and require the excavation of materials to inspect, remove, repair or replace;
 - (11) Structure, foundation, cabinet or compartment supporting or containing the "Covered Equipment" or part of the "Covered Equipment" including penstock, draft tube or well casing; or
 - (12) Vehicle, aircraft, self-propelled equipment or floating vessel, including any "Covered Equipment" mounted on or used solely with any vehicle, aircraft, self-propelled equipment or floating vessel.
- 9. "Covered Property"**
- a. "Covered Property" means any property that:
 - (1) You own; or
 - (2) Is in your care, custody or control and for which you are legally liable;
 while located at the Covered Premises shown in the Declarations or else where in this Coverage Part.
 - b. "Covered Property" does not mean:
 - (1) Live mammals, fish, birds, reptiles, amphibians or insects. It also does not mean eggs intended to become live mammals, fish, birds, reptiles, amphibians or insects; or
 - (2) "Electronic Data".
- 10. "Dependent Property"** means property operated by others whom you depend on to:
- a. Deliver materials or services to you or to others for your account (Supplying Locations). But any property which delivers any of the following services is not a Supplying Location with respect to such utility services: air conditioning, communication services, electric power, gas, heating, refrigeration, steam, water or waste treatment.
 - b. Accept your products or services (Recipient Locations);
 - c. Manufacture products for delivery to your customers under contract of sale (Manufacturing Locations); or
 - d. Attract customers to your business (Leader Locations).
- 11. "Electronic Data"** means information, facts or "Computer Programs" stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment.
- 12. "Extra Expense"** means the additional cost you necessarily incur to operate your business during the "Period of Restoration" over and above the cost that you normally would have incurred to operate the business during the same period had no "Covered Cause of Loss" occurred.
- Any salvage value of property obtained for temporary use during the "Period of Restoration" which remains after the resumption of normal operations will be taken into consideration in the adjustment of any loss.
- 13. "Fungus"** means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or by-products produced or released by fungi.

EQUIPMENT BREAKDOWN

14. "Hacking Event" means an attack that allows unauthorized access or use of "Covered Equipment".

15. "Hazardous Substance" means any substance, other than refrigerants (including ammonia), that has been declared to be hazardous to health by a government agency.

16. "Media" means electronic data processing or storage material such as films, tapes, discs, drums or cells. However, "Media" does not include any hard disk drive that is an internal component of "Computer Equipment".

17. "One Breakdown" means if an initial "Breakdown" causes other "Breakdowns", all will be considered "One Breakdown". All "Breakdowns" at any one Covered Premises that manifest themselves at the same time and are the direct result of the same cause will be considered "One Breakdown".

18. "Ordinary Payroll" means payroll expenses for all your employees except Officers, Executives, Department Managers, and Employees under contract.

"Ordinary Payroll" expenses include payroll; employee benefits, if directly related to payroll; FICA payments; union dues; and Worker's Compensation premiums.

19. "Period of Restoration"

a. "Period of Restoration" means the period of time that:

- (1) Begins at the time of the "Breakdown"; and
- (2) Ends on the earlier of:

(a) The number of consecutive days indicated for the applicable "Period of Restoration" extension shown in the Declarations or elsewhere in this Coverage Part after the date when the property at the Covered Premises should be repaired, rebuilt or replaced with reasonable speed and similar quality; or

(b) The date when business is resumed at a new permanent location.

b. "Period of Restoration" does not include any increased period required due to the enforcement of any ordinance or law that:

- (1) Regulates the construction, use or repair, or requires the tearing down of any property; or
- (2) Requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "Hazardous Substance".

20. "Period of Restoration for Dependent Property"

a. "Period of Restoration for Dependent Property" means the period of time that:

- (1) Begins at the time of direct physical loss or damage caused by or resulting from a "Covered Cause of Loss" at the premises of the "Dependent Property"; and
- (2) Ends on the date when the property at the premises of the "Dependent Property" should be repaired, rebuilt or replaced with reasonable speed and similar quality.

b. "Period of Restoration for Dependent Property" does not include any increased period required due to the enforcement of any ordinance or law that:

- (1) Regulates the construction, use or repair, or requires the tearing down of any property; or
- (2) Requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "Hazardous Substance".

21. "Perishable Goods" means any "Covered Property" that is maintained under controlled conditions for its preservation and that is susceptible to loss or damage if the controlled conditions change.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

CANCELLATION, NON-RENEWAL
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PARAGRAPH A. CANCELLATION OF COMMON POLICY CONDITIONS AND COMPANY STATEMENT IL T0 01; AND PARAGRAPH E. CONDITIONS 2. GENERAL CONDITIONS B. CANCELLATION OF ENERGymax 21 EQUIPMENT BREAKDOWN PROTECTION EB T1 00 ARE DELETED AND REPLACED WITH THE FOLLOWING:

1. THE FIRST NAMED INSURED SHOWN IN THE DECLARATIONS MAY CANCEL THIS COVERAGE PART BY MAILING OR DELIVERING TO US ADVANCE WRITTEN NOTICE OF CANCELLATION.
2. WE MAY CANCEL OR NON-RENEW THIS COVERAGE PART BY MAILING OR DELIVERING TO THE FIRST NAMED INSURED WRITTEN NOTICE OF SUCH CANCELLATION OR NON-RENEWAL AT LEAST:
 - A. 20 DAYS BEFORE THE EFFECTIVE DATE OF CANCELLATION IF WE CANCEL FOR NONPAYMENT OF PREMIUM;
 - B. 90 DAYS BEFORE THE EFFECTIVE DATE OF CANCELLATION IF WE CANCEL FOR ANY OTHER REASON; OR
 - C. 90 DAYS BEFORE THE EFFECTIVE DATE OF NON-RENEWAL.
3. WE WILL MAIL OR DELIVER OUR NOTICE TO THE FIRST NAMED INSURED'S LAST MAILING ADDRESS KNOWN TO US.
4. NOTICE OF CANCELLATION OR NON-RENEWAL WILL STATE THE EFFECTIVE DATE OF SUCH CANCELLATION OR NON-RENEWAL. IF THIS COVERAGE PART IS CANCELLED, THAT WILL BECOME THE END OF THE POLICY PERIOD.
5. IF THIS COVERAGE PART IS CANCELLED, WE WILL SEND THE FIRST NAMED INSURED ANY PREMIUM REFUND DUE. IF THE NAMED INSURED OR WE CANCEL, THE RETURN PREMIUM SHALL BE PRO RATA. THE CANCELLATION WILL BE EFFECTIVE EVEN IF WE HAVE NOT MADE OR OFFERED A REFUND.
6. IF NOTICE IS MAILED, PROOF OF MAILING WILL BE SUFFICIENT PROOF OF NOTICE.
7. IF ANY TERM OR CONDITION OF THIS ENDORSEMENT CONFLICTS WITH ANY REQUIREMENT OF AN APPLICABLE STATUTE OR REGULATORY LAW, SUCH TERM OR CONDITION IS AMENDED TO CONFORM TO SUCH LAW.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FEDERAL TERRORISM RISK INSURANCE ACT DISCLOSURE

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART

The federal Terrorism Risk Insurance Act of 2002 as amended ("TRIA") establishes a program under which the Federal Government may partially reimburse "Insured Losses" (as defined in TRIA) caused by "Acts Of Terrorism" (as defined in TRIA). "Act Of Terrorism" is defined in Section 102(1) of TRIA to mean any act that is 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.

The Federal Government's share of compensation for such Insured Losses is 80% of the amount of such Insured Losses in excess of each Insurer's "Insurer

Deductible" (as defined in TRIA), subject to the "Program Trigger" (as defined in TRIA).

In no event, however, will the Federal Government be required to pay any portion of the amount of such Insured Losses occurring in a calendar year that in the aggregate exceeds \$100 billion, nor will any Insurer be required to pay any portion of such amount provided that such Insurer has met its Insurer Deductible. Therefore, if such Insured Losses occurring in a calendar year exceed \$100 billion in the aggregate, the amount of any payments by the Federal Government and any coverage provided by this policy for losses caused by Acts Of Terrorism may be reduced.

The charge for such Insured Losses under this Coverage Part is included in the Coverage Part premium. The charge for such Insured Losses that has been included for this Coverage Part is indicated below, and does not include any charge for the portion of such Insured Losses covered by the Federal Government under TRIA:

- 1% of your total Boiler and Machinery or Equipment Breakdown Coverage Part premium.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ERRORS AND OMISSIONS

This endorsement modifies insurance provided under the following:

EnergyMax 21 EQUIPMENT BREAKDOWN PROTECTION

It is agreed that paragraph **A. Coverage, 2. Coverage Extensions and Limitations, h. Error in Description Coverage Extension** is deleted and replaced with the following.

h. Errors and Omissions Coverage Extension

We will pay for your loss covered by this Coverage Part if such loss is otherwise not payable solely because of:

- (1) Any unintentional error or omission in the description of property or the location of property as insured under this Coverage Part or in any subsequent amendments;
- (2) Any unintentional failure to include any premises owned or occupied by you at the inception date of this Coverage Part; or

- (3) Any unintentional error or omission by you that results in cancellation of any premises insured under this policy.

No coverage is provided as a result of any error or omission by you in the reporting of values or the coverage you requested.

It is a condition of this coverage that any errors or omissions shall be reported and corrected when discovered. The policy premium will be adjusted accordingly to reflect the date that premises should have been added had no error or omission occurred.

The most we will pay for loss or damage under this coverage extension is:

INCLUDED IN TOTAL LIMIT PER BREAKDOWN

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UNNAMED LOCATIONS COVERAGE

This endorsement modifies insurance provided under the following:

EnergyMax 21 EQUIPMENT BREAKDOWN PROTECTION
BOILER AND MACHINERY COVERAGE FORM

A. When this Endorsement is part of a Coverage Part including:

EnergyMax 21 EQUIPMENT BREAKDOWN PROTECTION,

the following is added to **A. Coverage 2. Coverage Extensions and Limitations:**

Unnamed Locations Coverage Extension

1. We will pay for loss or damage as otherwise covered by this Coverage Part to "Covered Property" located at an "Unnamed Location" caused by or resulting from a "Covered Cause of Loss".

However, coverage provided under this Endorsement does not extend to any location you acquire after the inception of this Policy.

2. The most we will pay for loss covered under this Endorsement resulting from any "One Breakdown" is \$ 100,000,000 . This limit is part of, not in addition to, the "Total Limit per Breakdown".
3. As used in this Endorsement, "Unnamed Locations" means fixed locations within the Coverage Territory that are owned, leased or regularly operated by the Insured but are not included in the list of locations shown in the Declarations or described in the most recent Statement of Value or other documentation on file with us.

B. When this Endorsement is part of a Coverage Part including:

BOILER AND MACHINERY COVERAGE FORM

the following is added to **A. Coverage 5. Coverage Extensions:**

Unnamed Locations

1. We will pay for loss or damage as otherwise covered by this Coverage Part to Covered Property located at an "Unnamed Location" caused by or resulting from a Covered Cause of Loss.

However, coverage provided under this Endorsement does not extend to any location you acquire after the inception of this Policy.

2. The most we will pay for loss covered under this Endorsement resulting from any "One Accident" is \$ N/A . This limit is part of, not in addition to, the "Total Limit per Accident".
3. As used in this Endorsement, "Unnamed Locations" means fixed locations within the Coverage Territory that are owned, leased or regularly operated by the Insured but are not included in the list of locations shown in the Declarations or described in the most recent Statement of Value or other documentation on file with us.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CLAIM DATA EXPENSE

This endorsement modifies insurance provided under the following:

EnergyMax 21 EQUIPMENT BREAKDOWN PROTECTION
 EQUIPMENT BREAKDOWN BUILDERS RISK PROTECTION
 BOILER AND MACHINERY COVERAGE FORM

A. When this Endorsement is part of a Coverage Part including:

EnergyMax 21 EQUIPMENT BREAKDOWN PROTECTION, EB T1 00, or
 EQUIPMENT BREAKDOWN BUILDERS RISK PROTECTION, EB T1 01,

the following coverage extension is added to section **A. Coverage, 2. Coverage Extensions and Limitations:**

Claim Data Expense Extension

- (1) We will pay the reasonable expenses you incur in preparing claim data when we require such data to show the extent of loss. This includes the cost of taking inventories, making appraisals, preparing income statements, and preparing other documentation.
- (2) We will not pay for:
 - (a) Any expenses incurred for, billed by or payable to attorneys or insurance adjusters, or their associates or subsidiaries;
 - (b) Any costs in connection with paragraph **E. Conditions, 1 Loss Conditions, b. Appraisal**; or
 - (c) Any expenses incurred for, billed by or payable to insurance brokers or agents, or their associates or subsidiaries, without our written consent prior to such expenses being incurred.
- (3) The most we will pay for preparation of claim data expenses under this Coverage Extension in any "One Breakdown" is

\$ 25,000 . This limit is part of, not in addition to, the "Total Limit per Breakdown".

B. When this Endorsement is part of a Coverage Part including BOILER AND MACHINERY COVERAGE FORM, BM 00 25, the following coverage extension is added to section **A. COVERAGE, 5. Coverage Extensions:**

Claim Data Expense Extension

- (1) We will pay the reasonable expenses you incur in preparing claim data when we require such data to show the extent of loss. This includes the cost of taking inventories, making appraisals, preparing income statements, and preparing other documentation.
- (2) We will not pay for:
 - (a) Any expenses incurred for, billed by or payable to attorneys or insurance adjusters, or their associates or subsidiaries;
 - (b) Any costs in connection with paragraph **E. BOILER AND MACHINERY CONDITIONS, 1. Loss Conditions, b. Appraisal**; or
 - (c) Any expenses incurred for, billed by or payable to insurance brokers or agents, or their associates or subsidiaries, without our written consent prior to such expenses being incurred.
- (3) The most we will pay for preparation of claim data expenses under this Coverage Extension in any "one accident" is \$. This limit is part of, not in addition to, the "Total Limit per Accident".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

KNOWLEDGE OF LOSS

This endorsement modifies insurance provided under the following:

EnergyMax 21 EQUIPMENT BREAKDOWN PROTECTION
EQUIPMENT BREAKDOWN BUILDERS RISK PROTECTION
BOILER AND MACHINERY COVERAGE FORM

A. If this Endorsement is part of a Coverage Part including:

EnergyMax 21 EQUIPMENT BREAKDOWN PROTECTION, EB T1 00 or
EQUIPMENT BREAKDOWN BUILDERS RISK PROTECTION, EB T1 01,

the following is added to **E. Conditions, 1. Loss Conditions, d. Duties in the Event of Loss or Damage:**

It is hereby agreed that knowledge of loss or damage by an agent, servant or employee of the Insured shall not in itself constitute knowledge by the Insured, unless an executive officer or risk manager of the Insured shall have received notice of such loss or damage from the agent, servant or employee.

B. If this Endorsement is part of a Coverage Part including:

BOILER AND MACHINERY COVERAGE FORM, BM 00 25,

the following is added to **E. BOILER AND MACHINERY CONDITIONS, 1. Loss Conditions, c. Duties in the Event of Loss or Damage:**

It is hereby agreed that knowledge of loss or damage by an agent, servant or employee of the Insured shall not in itself constitute knowledge by the Insured, unless an executive officer or risk manager of the Insured shall have received notice of such loss or damage from the agent, servant or employee.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DRYING OUT COVERAGE

This endorsement modifies insurance provided under the following:

EnergyMax 21 EQUIPMENT BREAKDOWN PROTECTION
 BOILER AND MACHINERY COVERAGE FORM

A. When this Endorsement is part of a Policy including:

EnergyMax 21 EQUIPMENT BREAKDOWN PROTECTION, EB T1 00,

the following is added to **A. Coverage, 2. Coverage Extensions and Limitations:**

Drying Out Coverage Extension

1. We will pay the expenses you incur to dry out electrical "Covered Equipment" if such electrical "Covered Equipment" requires drying out as a result of:
 - a. Flood, surface water, waves, tides, tidal waves, tsunamis, overflow of any body of water, or their spray, all whether driven by wind or not;
 - b. Mudflow or mudslides; or
 - c. Water damage caused by backup of sewers, drains, or drainage piping; all whether naturally occurring or due to man-made or other artificial causes.
2. Coverage provided under this Coverage Extension does not apply to any electrical "Covered Equipment" located in Flood Zones A or V of the Special Flood Hazard Area (SFHA) as defined by the Federal Emergency Management Agency (FEMA).
3. Coverage provided under this Coverage Extension does not include:
 - a. The cost to repair (other than the expense to dry out) or replace such "Covered Equipment"; or
 - b. Any other resulting loss or expense.
4. The most we will pay under this Coverage Extension is the least of:
 - a. The applicable Property Damage Limit of Insurance;
 - b. The actual cash value of such damaged electrical "Covered Equipment"; or
 - c. \$ **INCLUDED** .

This limit is part of, not in addition to, the Property Damage Limit of Insurance.

5. The deductible for coverage under this Coverage Extension is included within the Property Damage Deductible shown in the Declarations or elsewhere in this Coverage Part.

B. When this Endorsement is part of a Coverage Part including:

BOILER AND MACHINERY COVERAGE FORM, BM 00 25,

the following is added to **A. COVERAGE, 5. Coverage Extensions:**

Drying Out Coverage

1. We will pay the expenses you incur to dry out any electrical "object" if such electrical "object" requires drying out as a result of:
 - a. Flood, surface water, waves, tides, tidal waves, tsunamis, overflow of any body of water, or their spray, all whether driven by wind or not;
 - b. Mudflow or mudslides; or
 - c. Water damage caused by backup of sewers, drains, or drainage piping; all whether naturally occurring or due to man-made or other artificial causes.
2. Coverage provided under this extension does not apply to any electrical "object" located in Flood Zones A or V of the Special Flood Hazard Area (SFHA) as defined by the Federal Emergency Management Agency (FEMA).
3. Coverage provided under this extension does not include:
 - a. The cost to repair (other than the expense to dry out) or replace such "object"; or
 - b. Any other resulting loss or expense.
4. The most we will pay under this extension is the least of:
 - a. The applicable Direct Damage Limit of Insurance;

EQUIPMENT BREAKDOWN

- b. The actual cash value of such damaged electrical "object"; or
- c. \$.

This limit is part of, not in addition to, the Direct Damage Limit of Insurance.

- 5. The deductible for coverage under this extension is included within the Direct Damage Deductible shown in the Declarations or elsewhere in this Coverage Part.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GREEN COVERAGE ENHANCEMENTS

This endorsement modifies insurance provided under the following:

EnergyMax 21 EQUIPMENT BREAKDOWN PROTECTION

- A.** The following coverage extension is added to section **A. Coverage, 2. Coverage Extensions and Limitations:**

Green Alternatives Coverage Extension

1. Green Alternative Additional Costs

- a.** We will pay for the reasonable additional cost you incur to:

- (1)** Repair or replace the damaged or destroyed portions of the "Covered Property" (except as may be provided under **E. Conditions, 1. Loss Conditions, I. Valuation, (2) New Generation**) using products or materials that:

- (a)** Are "Green" alternatives to the products or materials of the damaged or destroyed "Covered Property", in accordance with the documented standards of a "Green Authority"; and
- (b)** Are otherwise of comparable quality and function to the damaged or destroyed "Covered Property"; and

- (2)** Employ "Green" methods or processes of construction, disposal or recycling in the course of the repair and replacement of the damaged or destroyed "Covered Property", in accordance with the documented standards of a "Green Authority".

b. Green Reengineering, Recertification and Related Expenses

- (1)** If, as a direct result of the "Covered Cause of Loss", the pre-loss level of "Green" certification by a "Green Authority" on the "Covered Property" is lost, we will pay for the following reasonable additional expense you incur to re-attain the pre-loss level of "Green" certification from that "Green Authority":

- (a)** The reasonable additional expense you incur to hire a qualified engineer or other professional required by the "Green Authority" to be involved in:

- (i)** Designing, overseeing or documenting the repair or replacement of the damaged or destroyed "Covered Property"; or
- (ii)** Testing and recalibrating the systems and mechanicals of the damaged or destroyed "Covered Property" to verify that the systems and mechanicals are performing in accordance with the design of such systems and mechanicals or the specifications of the manufacturer; and

- (b)** The reasonable registration and recertification fees charged by the "Green Authority".

- (2)** After repair or reconstruction is completed, we will pay your reasonable expenses to flush out the renovated space and/or conduct air quality testing of the renovated space in accordance with the recommended procedures of a "Green Authority" and for the purpose of mitigating indoor air quality deficiencies resulting from the repair or reconstruction.

- (3)** Coverage applies to the additional expenses described in paragraphs **1.b. (1)** and **(2)** above that you incur to achieve the pre-loss level of "Green" certification in accordance with the standards of the "Green Authority" that exist at the time of repair or replacement, even if the standards have changed since the original certification was achieved.

EQUIPMENT BREAKDOWN

- c. Coverage provided under paragraphs **1.a.** and **b.** above applies only if replacement cost valuation applies to the damaged or destroyed "Covered Property" and then only if the "Covered Property" is actually repaired or replaced as soon as reasonably possible after the "Covered Cause of Loss".
- d. The most we will pay for coverage provided under paragraphs **1.a.** and **b.** of this Coverage Extension for any "One Breakdown" is the least of:

- (1) The percentage factor shown in the Schedule below multiplied by the amount we would otherwise pay for loss covered under **A. Coverage, 1. Property Damage**, prior to the application of any applicable deductible; or
- (2) The Additional Costs Limit of Insurance shown in the Schedule below.

This limit is part of, not in addition to, the "Total Limit per Breakdown" shown in the Declarations.

2. Green Alternative Time Element

- a. If you have selected the Business Income Coverage Extension or Extra Expense Coverage Extension, the applicable coverage is extended to cover the actual and necessary loss or expense incurred during the reasonable and necessary increase in the "Period of Restoration" incurred to:
 - (1) Repair or replace the damaged or destroyed portions of the "Covered Property" using products or materials that:
 - (a) Are "Green" alternatives to the products or materials of the damaged or destroyed "Covered Property", in accordance with the documented standards of a "Green Authority"; and
 - (b) Are otherwise of comparable quality and function to the damaged or destroyed "Covered Property"; and

- (2) Employ "Green" methods or processes of construction, disposal or recycling in the course of the repair and replacement of the damaged or destroyed "Covered Property", in accordance with the documented standards of a "Green Authority".

- b. The coverage provided under paragraph **2.a.** of this Coverage Extension does not increase the applicable Business Income or Extra Expense Limit of Insurance shown in the Declarations.

B. CONDITIONS

The following is added to section **E. Conditions, 1. Loss Conditions, I. Valuation**:

Except as specifically provided under the **Green Alternatives Coverage Extension** the cost to repair, rebuild or replace "Covered Property" does not include any increased cost incurred to re-attain a pre-loss level of "Green" certification from a "Green Authority".

C. DEFINITIONS

- 1. The following are added to paragraph **F. Definitions**:

- a. **"Green"** means products, materials, methods and processes that conserve natural resources, reduce energy or water consumption, avoid toxic or other polluting emissions or otherwise minimize the environmental impact.
- b. **"Green Authority"** means a recognized authority on "Green" building or "Green" products, materials or processes.

- 2. The following is added to the definition of "Period of Restoration":

"Period of Restoration" does not include any increased period required to re-attain a pre-loss level of "Green" certification from a "Green Authority". But this does not apply to any increase in the "Period of Restoration" otherwise insured under the **Green Alternatives Coverage Extension**.

SCHEDULE

Percentage Factor: 5%
Additional Costs Limit of Insurance: \$1,000,000
Additional Number of Days: 0030

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OFF PREMISES EQUIPMENT COVERAGE

This endorsement modifies insurance provided under the following:

EnergyMax 21 EQUIPMENT BREAKDOWN PROTECTION
BOILER AND MACHINERY COVERAGE FORM

A. When this Endorsement is part of a Coverage Part including:

EnergyMax 21 EQUIPMENT BREAKDOWN PROTECTION, EB T1 00,

the following shall apply.

1. The following is added to **A. Coverage, 2. Coverage Extensions and Limitations:**

Off Premises Equipment Coverage Extension

- a.** If you have transportable "Covered Equipment" that, at the time of the "Breakdown", is within the Coverage Territory but is at a temporary location that is not a Covered Premises described in the Declarations or any other location owned, leased or operated by you, we will pay for direct damage caused by a "Breakdown" to such "Covered Equipment".
- b.** The most we will pay for loss under this Coverage Extension is \$ **5,000,000**. This limit is part of, not in addition to, the Property Damage Limit of Insurance.

2. With respect to coverage provided under this Endorsement, the following is added to **B. Exclusions:**

We will not pay for any loss or damage resulting directly or indirectly from a "Breakdown" to transportable "Covered Equipment", if the "Breakdown" results from or is caused by capsizing, collapse, collision, impact, upset or overturning of the transportable "Covered Equipment" or the vehicle on which the "Covered Equipment" is mounted or transported.

3. With regard to coverage provided under this Endorsement, Covered Premises includes the temporary locations of the transportable "Covered Equipment".

B. When this Endorsement is part of a Coverage Part including:

BOILER AND MACHINERY COVERAGE FORM

the following shall apply.

1. The following is added to **A. COVERAGE, 5. Coverage Extensions:**

Off Premises Equipment

- a.** If you have transportable "object(s)" that, at the time of the "accident", are within the coverage territory but are at a temporary location that is not a covered Location described in the Declarations or any other location owned, leased or operated by you, we will pay for direct damage to such "object(s)" caused by an "accident".
- b.** The most we will pay for loss under this coverage extension is \$. This limit is part of, not in addition to, the Direct Damage Limit of Insurance.

2. With respect to coverage provided under this Endorsement, the following is added to **B. EXCLUSIONS:**

We will not pay for any loss or damage caused directly or indirectly by an "accident" to transportable "object(s)", if the "accident" results from or is caused by capsizing, collapse, collision, impact, upset or overturning of the transportable "object(s)" or the vehicle on which the "object(s)" are mounted or transported.

3. With regard to coverage provided under this Endorsement, covered Locations include the temporary locations of the transportable "object(s)".

DEPENDENT PROPERTIES – LOCATION SCHEDULE

This endorsement modifies insurance provided under the following:

EnergyMax 21 EQUIPMENT BREAKDOWN PROTECTION

The following locations are considered to be included on the Declarations under **COVERAGE, 2. Coverage Extensions and Limitations, f. "Dependent Property" Locations**, as indicated below with an X:

As on file with us

As listed below:

ALL DIRECT SUPPLYING, RECIPIENT, MANUFACTURING AND LEADER LOCATIONS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLORIDA CHANGES – COINSURANCE, LOSS PAYMENT, NAMED INSURED

This endorsement modifies insurance provided under the following:

EnergyMax 21 EQUIPMENT BREAKDOWN PROTECTION
EQUIPMENT BREAKDOWN BUILDERS RISK PROTECTION
BOILER AND MACHINERY COVERAGE FORM

- A.** Coinsurance contract. For any coverage subject to a coinsurance clause, the rate charged is based upon the use of the coinsurance clause identified in this Coverage Part, with your consent.
- B.** If Cancellation Change s BM T5 49 or Amendatory Endorsement EB T3 39 endorsements form a part of this policy, the term 'first Named Insured' shall be replaced with the term 'Named Insured'.
- C.** When this Endorsement is part of a Coverage Part including *EnergyMax 21* EQUIPMENT BREAKDOWN PROTECTION, EB T1 00, paragraph **E. Conditions, 1. Loss Conditions, k. Loss Payment (4)** is deleted and replaced with the following:
- (4)** If you have complied with all terms of this Coverage Part, we will pay for covered loss:
- (a)** Within 20 days after we receive the sworn proof of loss and reach written agreement with you; or
- (b)** Within 30 days after we receive the sworn proof of loss and:
- (i)** There is an entry of a final judgment; or
- (ii)** There is a filing of an appraisal award with us.
- D.** When this Endorsement is part of a Coverage Part including EQUIPMENT BREAKDOWN BUILDERS RISK PROTECTION, EB T1 01, paragraph **E. Conditions, 1. Loss Conditions, g. Loss Payment (4)** is deleted and replaced with the following:
- (4)** If you have complied with all terms of this Coverage Part, we will pay for covered loss:
- (a)** Within 20 days after we receive the sworn proof of loss and reach written agreement with you; or
- (b)** Within 30 days after we receive the sworn proof of loss and:
- (i)** There is an entry of a final judgment; or
- (ii)** There is a filing of an appraisal award with us.
- E.** When this Endorsement is part of a Coverage Part including BOILER AND MACHINERY COVERAGE FORM, BM 00 25, the following is added to paragraph **E. BOILER AND MACHINERY CONDITIONS, 1. Loss Conditions:**
- LOSS PAYMENT**
- If you have complied with all terms of this Coverage Part, we will pay for covered loss:
- (a)** Within 20 days after we receive the sworn proof of loss and reach written agreement with you; or
- (b)** Within 30 days after we receive the sworn proof of loss and:
- (i)** There is an entry of a final judgment; or
- (ii)** There is a filing of an appraisal award with us.

**INTERLINE
ENDORSEMENTS**



**INTERLINE
ENDORSEMENTS**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ACTUAL CASH VALUE

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
DELUXE PROPERTY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART
TRAVELERS PROPERTY COVERAGE PART

The following definition is added to any Definitions Section and applies to any provision that uses the term actual cash value:

Actual cash value means the value of the covered property at the time of loss or damage.

When calculating actual cash value using the estimated cost to repair or replace such property, with a reasonable deduction for depreciation that occurred before such loss or damage, we may apply depreciation to all components of the estimated cost, including the following:

- a.** Materials;
- b.** Labor;
- c.** Overhead and profit; and
- d.** Any applicable tax.

The deduction for depreciation may include such considerations as:

- a.** Age;
- b.** Condition, such as wear and tear or deterioration;
- c.** Reduction in useful life; and
- d.** Obsolescence.

This definition does not apply to covered property in the following states:

AR CA CT LA ME MT NY PR WA WV VT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF COMMON POLICY CONDITIONS – PROHIBITED COVERAGE – UNLICENSED INSURANCE AND TRADE OR ECONOMIC SANCTIONS

This endorsement modifies insurance provided under the following:

ALL COVERAGES INCLUDED IN THIS POLICY

The following is added to the Common Policy Conditions:

Prohibited Coverage – Unlicensed Insurance

1. With respect to loss sustained by any insured, or loss to any property, located in a country or jurisdiction in which we are not licensed to provide this insurance, this insurance does not apply to the extent that insuring such loss would violate the laws or regulations of such country or jurisdiction.
2. We do not assume responsibility for:
 - a. The payment of any fine, fee, penalty or other charge that may be imposed on any person or organization in any country or jurisdiction because we are not licensed to provide insurance in such country or jurisdiction; or

- b. The furnishing of certificates or other evidence of insurance in any country or jurisdiction in which we are not licensed to provide insurance.

Prohibited Coverage – Trade Or Economic Sanctions

We will provide coverage for any loss, or otherwise will provide any benefit, only to the extent that providing such coverage or benefit does not expose us or any of our affiliated or parent companies to:

1. Any trade or economic sanction under any law or regulation of the United States of America; or
2. Any other applicable trade or economic sanction, prohibition or restriction.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CYBERFIRST ESSENTIALS GENERAL PROVISIONS FORM
CYBERFIRST GENERAL PROVISIONS FORM
DELUXE PROPERTY COVERAGE PART
EMPLOYEE BENEFITS LIABILITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
EMPLOYMENT PRACTICES LIABILITY ⁺ WITH IDENTITY FRAUD EXPENSE REIMBURSEMENT
COVERAGE PART
ENVIRONMENTAL HAZARD POLICY
EQUIPMENT BREAKDOWN COVERAGE PART
EXCESS FOLLOW-FORM AND UMBRELLA LIABILITY INSURANCE
EXCESS (FOLLOWING FORM) LIABILITY INSURANCE
LAW ENFORCEMENT LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
MANUFACTURERS ERRORS AND OMISSIONS LIABILITY COVERAGE PART
MEDFIRST PRODUCTS/COMPLETED OPERATIONS, ERRORS AND OMISSIONS, AND
INFORMATION SECURITY LIABILITY COVERAGE FORM
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PUBLIC ENTITY MANAGEMENT LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY - NEW YORK DEPARTMENT OF
TRANSPORTATION
TRAVELERS PROPERTY COVERAGE PART
TRIBAL BUSINESS MANAGEMENT LIABILITY COVERAGE PART
Any other Coverage Part or Coverage Form included in this policy that is subject to the federal Terrorism Risk Insurance Act of 2002 as amended

The following is added to this policy. This provision can limit coverage for any loss arising out of a "certified act of terrorism" if such loss is otherwise covered by this policy. This provision does not apply if and to the extent that coverage for the loss is excluded or limited by an exclusion or other coverage limitation for losses arising out of "certified acts of terrorism" in another endorsement to this policy.

If aggregate insured losses attributable to "certified acts of terrorism" exceed \$100 billion in a calendar year and we have met our insurer deductible under "TRIA", we will not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case, insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

"Certified act of terrorism" means an act that is 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 contained in "TRIA" for a "certified act of terrorism" include the following:

1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to "TRIA"; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is 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.

"TRIA" means the federal Terrorism Risk Insurance Act of 2002 as amended.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL BENEFITS

This endorsement modifies insurance provided under the following:

ALL COVERAGES INCLUDED IN THIS POLICY

The following Condition is added to each Common Policy Conditions included in this policy:

Additional Benefits

1. We may offer or provide, or allow others to provide, you or another insured under this policy with goods and services, access to discounted goods and services, other program benefits or other items of value that could assist your business with managing your risk, with servicing your policy or with staying informed about loss control and mitigation of risk.
2. These Additional Benefits may be provided in any form. You or another insured under this policy may be eligible to receive additional benefits. You
3. While we may arrange for these Additional Benefits, the other provider is liable to you or the other insured for the provision of the goods and services. We do not warrant the merchantability, fitness or quality of any goods or services provided or assume any additional obligation related to any Additional Benefits provided.
4. We have the right to modify or discontinue any Additional Benefits provided by us, or others authorized by us, without notice to you or any other insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLORIDA CHANGES – LEGAL ACTION AGAINST US

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
FARM COVERAGE PART

The following replaces the second paragraph of the Legal Action Against Us condition:

LEGAL ACTION AGAINST US

Legal action against us involving direct physical loss or damage to property must be brought within 5 years from the date the loss occurs.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLORIDA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART
STANDARD PROPERTY POLICY

A. Paragraph 2. of the **Cancellation** Common Policy Condition is replaced by the following:

2. Cancellation For Policies In Effect 90 Days Or Less

a. 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 specific 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 underwriting requirements established by the insurer.

b. We may not cancel:

(1) On the basis of property insurance claims that are the result of an act of God, unless we can demonstrate, by claims frequency or otherwise, that you have failed to take action reasonably necessary as requested by us to prevent recurrence of damage to the insured property; or

(2) Solely on the basis of a single property insurance claim which is the result of water damage, unless we can demonstrate that you have failed to take action reasonably requested

by us to prevent a future similar occurrence of damage to the insured property.

B. Paragraph 5. of the **Cancellation** Common Policy Condition is replaced by the following:

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. If the return premium is not refunded with the notice of cancellation or when this policy is returned to us, we will mail the refund within 15 working days after the date cancellation takes effect, unless this is an audit policy.

If this is an audit policy, then, subject to your full cooperation with us or our agent in securing the necessary data for audit, we will return any premium refund due within 90 days of the date cancellation takes effect. If our audit is not completed within this time limitation, then we shall accept your own audit, and any premium refund due shall be mailed within 10 working days of receipt of your audit.

The cancellation will be effective even if we have not made or offered a refund.

C. The following is added to the **Cancellation** Common Policy Condition:

7. Cancellation For Policies In Effect For More Than 90 Days

a. 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) In the event of failure to comply, within 90 days after the effective date of coverage, with underwriting requirements established by us before the effective date of coverage;
 - (4) There has been a substantial change in the risk covered by the policy;
 - (5) The cancellation is for all insureds under such policies for a given class of insureds;
 - (6) On the basis of property insurance claims that are the result of an act of God, if we can demonstrate, by claims frequency or otherwise, that you have failed to take action reasonably necessary as requested by us to prevent recurrence of damage to the insured property;
 - (7) On the basis of a single property insurance claim which is the result of water damage, if we can demonstrate that you have failed to take action reasonably requested by us to prevent a future similar occurrence of damage to the insured property; or
 - (8) The cancellation of some or all of our policies is necessary to protect the best interests of the public or policyholders and such cancellation is approved by the Florida Office of Insurance Regulation.
- b. 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 specific reasons for cancellation, at least:
- (1) 10 days before the effective date of cancellation if cancellation is for nonpayment of premium;
 - (2) 45 days before the effective date of cancellation if:
 - (a) Cancellation is for one or more of the reasons stated in Paragraphs 7.a.(2) through 7.a.(7) above, and this policy does not cover a residential structure or its contents; or
 - (b) Cancellation is based on the reason stated in Paragraph 7.a.(8) above;
 - (3) 120 days before the effective date of cancellation if:
 - (a) Cancellation is for one or more of the reasons stated in Paragraphs 7.a.(2) through 7.a.(7) above; and
 - (b) This policy covers a residential structure or its contents.
- c. If this policy has been in effect for more than 90 days and covers a residential structure or its contents, we may not cancel this policy based on credit information available in public records.
- D. The following is added:
- 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 specific reason for nonrenewal, at least:
 - a. 45 days prior to the expiration of the policy if this policy does not cover a residential structure or its contents, or if nonrenewal is for the reason stated in Paragraph D.5.; or
 - b. 120 days prior to the expiration of the policy if this policy covers a residential structure or its contents.
 - 2. Any notice of nonrenewal will be mailed or delivered to the first Named Insured at the last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.
 - 3. We may not refuse to renew this policy:
 - a. On the basis of property insurance claims that are the result of an act of God, unless we can demonstrate, by claims frequency or otherwise, that you have failed to take action reasonably necessary as requested by us to prevent recurrence of damage to the insured property;
 - b. On the basis of filing of claims for sinkhole loss. However, we may refuse to renew this policy if:
 - (1) The total of such property insurance claim payments for this policy equals or exceeds the policy limits in effect on the date of loss for property damage to the covered building; or
 - (2) You have failed to repair the structure in accordance with the engineering recommendations upon which any

loss payment or policy proceeds were based; or

- c. Solely on the basis of a single property insurance claim which is the result of water damage, unless we can demonstrate that you have failed to take action reasonably requested by us to prevent a future similar occurrence of damage to the insured property.

4. Notwithstanding the provisions of Paragraph **D.3.**, we may refuse to renew this policy if this policy includes Sinkhole Loss coverage. If we nonrenew this policy for purposes of removing Sinkhole Loss coverage, pursuant to section 627.706, Florida Statutes, we will offer you a policy that includes catastrophic ground cover collapse coverage.

5. Notwithstanding the provisions of Paragraph **D.3.**, we may refuse to renew this policy if nonrenewal of some or all of our policies is necessary to protect the best interests of the public or policyholders and such nonrenewal is approved by the Florida Office of Insurance Regulation.

E. Limitations On Cancellation And Nonrenewal In The Event Of Hurricane Or Wind Loss – Residential Property

1. The following provisions apply to a policy covering a residential structure or its contents, if such property has sustained damage as a result of a hurricane or windstorm that is the subject of a declaration of emergency by the Governor and filing of an order by the Commissioner of Insurance Regulation:

- a. Except as provided in Paragraph **E.1.b.**, we may not cancel or nonrenew the policy until at least 90 days after repairs to the residential structure or its contents have been substantially completed so that it is restored to the extent that it is insurable by another insurer writing policies in Florida. If we elect to not renew

the policy, we will provide at least 100 days' notice that we intend to nonrenew 90 days after the substantial completion of repairs.

- b. We may cancel or nonrenew the policy prior to restoration of the structure or its contents for any of the following reasons:

- (1) Nonpayment of premium;
- (2) Material misstatement or fraud related to the claim;
- (3) We determine that you have unreasonably caused a delay in the repair of the structure; or
- (4) We have paid the policy limits.

If we cancel or nonrenew for nonpayment of premium, we will give you 10 days' notice. If we cancel or nonrenew for a reason listed in Paragraph **b.(2)**, **b.(3)** or **b.(4)**, we will give you 45 days' notice.

2. With respect to a policy covering a residential structure or its contents, any cancellation or nonrenewal that would otherwise take effect during the duration of a hurricane will not take effect until the end of the duration of such hurricane, unless a replacement policy has been obtained and is in effect for a claim occurring during the duration of the hurricane. We may collect premium for the period of time for which the policy period is extended.

3. With respect to Paragraph **E.2.**, a hurricane is a storm system that has been declared to be a hurricane by the National Hurricane Center of the National Weather Service (hereafter referred to as NHC). The hurricane occurrence begins at the time a hurricane watch or hurricane warning is issued for any part of Florida by the NHC and ends 72 hours after the termination of the last hurricane watch or hurricane warning issued for any part of Florida by the NHC.

POLICYHOLDER NOTICES



POLICYHOLDER NOTICES



Dear Valued Customer ,

Travelers Boiler & Machinery appreciates your Equipment Breakdown Insurance business. We understand that life and business are dynamic and the best way to serve you is to deliver highly-rated and customized services that behave the same way – evolving to keep in synch with life and business as they change.

Travelers Boiler & Machinery offers the following exceptional services as part of your insurance coverage:

ENGINEERING SERVICES

Proactive Boiler Inspections and Object Management

Travelers Boiler & Machinery performs inspections on boilers and pressure vessels as required by jurisdictions across the country. Travelers can help you with the identification of any boilers or pressure vessels which require inspection according to state or city laws. If your business has this equipment, we can perform the inspection. Speak with your Equipment Breakdown professional for more information.

Help Line Support for Inspections

When life is out of synch our Help Line staff is available to provide you with assistance on any questions, problems, or concerns about our engineering services. **To schedule an inspection or seek help with inspections, call toll-free at 1-800-425-4119.** We also provide you with dedicated support via fax at 1-877-764-9535 and offer our assistance via email at boilinsp@travelers.com. Support by phone, fax, and email are available between 8:00 a.m. to 5:00 p.m. Eastern Time.

Risk Control and Loss Prevention Information Warehouse

With 100 years of experience in the Equipment Breakdown Insurance business, Travelers Boiler & Machinery wants to share with you the broad range of innovative risk control and loss prevention solutions we have developed over the years. Travelers Boiler & Machinery also shares information such as preventive maintenance guidelines for machinery and equipment as well as workplace safety topics beyond just Boiler & Machinery. Our information can be accessed by calling **1-800-425-4119** or viewing our web site at www.travelers.com/riskcontrol.

CLAIM SERVICES

24/7/365 Claim Reporting

Travelers Boiler & Machinery offers you a variety of ways to report your claim and the peace of mind of knowing our local claim professionals manage claims with a blend of skill, tenacity, and common sense.

To report an Equipment Breakdown (Boiler and Machinery) loss:

- **Contact Your Agent**
- **Call toll-free at 1-800-238-6225; or**
- **Fax your loss information to us toll free at 1-877-QUIK-FAX (1-877-784-5329).**

Sharing our Experience

During the claim investigation process, our Claim Support Manager, claim staff and field engineers act as technical resources and help you by suggesting reputable repair companies and contractors in your area so you can get back up and running quickly. Speak with your claim professional for more information.

IMPORTANT NOTICE – INDEPENDENT AGENT AND BROKER COMPENSATION

NO COVERAGE IS PROVIDED BY THIS NOTICE. THIS NOTICE DOES NOT AMEND ANY PROVISION OF YOUR POLICY. YOU SHOULD REVIEW YOUR ENTIRE POLICY CAREFULLY FOR COMPLETE INFORMATION ON THE COVERAGES PROVIDED AND TO DETERMINE YOUR RIGHTS AND DUTIES UNDER YOUR POLICY. PLEASE CONTACT YOUR AGENT OR BROKER IF YOU HAVE ANY QUESTIONS ABOUT THIS NOTICE OR ITS CONTENTS. IF THERE IS ANY CONFLICT BETWEEN YOUR POLICY AND THIS NOTICE, THE PROVISIONS OF YOUR POLICY PREVAIL.

For information about how Travelers compensates independent agents and brokers, please visit www.travelers.com, call our toll-free telephone number 1-866-904-8348, or request a written copy from Marketing at One Tower Square, 2GSA, Hartford, CT 06183.

POLICYHOLDER NOTICES



POLICYHOLDER NOTICES



NOTICE TO POLICYHOLDERS JURISDICTIONAL INSPECTIONS

Dear Policyholder;

Many states and some cities issue certificates permitting the continued operation of certain equipment such as boilers, water heaters, pressure vessels, etc. Periodic inspections are normally required to renew these certificates. In most jurisdictions, insurance company employees who have been licensed are authorized to perform these inspections.

If:

- You own or operate equipment that requires a certificate from a state or city to operate legally, and
- We insure that equipment under this Policy, and
- You would like us to perform the next required inspection;

Then;

Call this toll-free number – **1-800-425-4119**

When you call this number, our representative will ask you for the following information:

- Name of your business (as shown on this Policy)
- Policy Number
- Location where the equipment is located. Including Zip Code.
- Person to contact and phone number for scheduling of inspection
- Type of equipment requiring inspection
- Certificate inspection date and certificate number

Or;

Fill in the form on the reverse side of this notice and fax it to the toll-free number indicated on that form.

Please note the following:

- Your jurisdiction may charge you a fee for renewing a certificate. It is your responsibility to pay such a fee.
- All the provisions of the INSPECTIONS AND SURVEYS Condition apply to the inspections described in this notice.

REMINDER

If new equipment is installed or old equipment replaced that requires a jurisdictional inspection please let us know by calling our toll-free number listed above.

REQUEST FOR JURISDICTIONAL INSPECTION

Name of Business: _____
(As Shown on Policy)

Policy Number: _____

Location of Equipment:

City State Zip Code

Person to Contact for Scheduling Inspection: _____

Telephone Number of Person to Contact: _____

Equipment Type	Certificate Number	Certificate Expiration Date

Fax Form to 1-877-764-9535

Completed by: _____ Phone Number: _____

IMPORTANT NOTICE – RISK MANAGEMENT PLANS – FLORIDA

NO COVERAGE IS PROVIDED BY THIS NOTICE. THIS NOTICE DOES NOT AMEND ANY PROVISION OF YOUR POLICY. YOU SHOULD REVIEW YOUR ENTIRE POLICY CAREFULLY FOR COMPLETE INFORMATION ON THE COVERAGES PROVIDED AND TO DETERMINE YOUR RIGHTS AND DUTIES UNDER YOUR POLICY. PLEASE CONTACT YOUR AGENT OR BROKER IF YOU HAVE ANY QUESTIONS ABOUT THIS NOTICE OR ITS CONTENTS. IF THERE IS ANY CONFLICT BETWEEN YOUR POLICY AND THIS NOTICE, THE PROVISIONS OF YOUR POLICY PREVAIL.

Florida loss control insurance statutes require insurers to provide commercial policyholders, at their request, with guidelines for risk management plans. Travelers' Risk Control Department has available guidelines to assist you with your accident prevention activities. These guidelines are available to you free of charge.

A risk management plan shall include safety measures for different exposures, including, as applicable, pollution and environmental hazards; disease hazards; accidental occurrences; fire hazards and fire prevention and detection; liability for acts from the course of business; slip and fall hazards; product injury; and hazards unique to a particular class or category of insureds. Training in safety management techniques and safety management counseling services are also available.

If you would like to request assistance with risk management or your safety program, please call our Risk Control Department at 407-388-3307. For access to over 1,600 safety and health resources, including training programs, checklists, management guides, etc. visit our Risk Control Customer Portal at <http://www.travelers.com/riskcontrol>.

IMPORTANT NOTICE – CONTACT INFORMATION – FLORIDA

NO COVERAGE IS PROVIDED BY THIS NOTICE. THIS NOTICE DOES NOT AMEND ANY PROVISION OF YOUR POLICY. YOU SHOULD REVIEW YOUR ENTIRE POLICY CAREFULLY FOR COMPLETE INFORMATION ON THE COVERAGES PROVIDED AND TO DETERMINE YOUR RIGHTS AND DUTIES UNDER YOUR POLICY. PLEASE CONTACT YOUR AGENT OR BROKER IF YOU HAVE ANY QUESTIONS ABOUT THIS NOTICE OR ITS CONTENTS. IF THERE IS ANY CONFLICT BETWEEN YOUR POLICY AND THIS NOTICE, THE PROVISIONS OF YOUR POLICY PREVAIL.

Please review your policy carefully. Should you have any questions concerning coverages, billings, additions or deletion, please contact your agent. Should you feel the need for additional information or wish to make a complaint, we offer the following number:

For information or to make a complaint, call:
1-800-328-2189

FLORIDA
SPECIFIC EXCESS
WORKERS' COMPENSATION AND
EMPLOYERS' LIABILITY INSURANCE AGREEMENT

SAFETY NATIONAL CASUALTY CORPORATION

ST. LOUIS, MISSOURI

(Hereinafter called the CORPORATION or Us),

In consideration of the payment of premium and subject to all the terms of this Agreement, hereby agrees with the EMPLOYER named in the Declarations (hereinafter called the EMPLOYER), as follows:

GENERAL

A. The Agreement

This Agreement includes at its Effective Date, the Declarations and all Endorsements and schedules listed there. It is a contract of insurance between the EMPLOYER and the CORPORATION. The only agreements relating to this insurance are stated in this Agreement. The terms of this Agreement may not be changed or waived except by endorsement issued by the CORPORATION to be a part of this Agreement.

No condition, provision, or declaration of this Agreement shall be waived or altered at any time, except as specified in PART SIX - PREMIUM, except by endorsement signed by the President and the Secretary of the CORPORATION.

This Agreement hereby terminates, supersedes, and replaces all previously issued Workers' Compensation Insurance or Reinsurance Agreements, as amended, between the EMPLOYER and the CORPORATION.

If terms of this Agreement are in conflict with any law applicable to this Agreement, this statement amends this Agreement to conform to such law. In addition, in the event any terms are in conflict with applicable laws, the remaining terms of the Agreement shall be enforceable.

B. Self-Insurer

The EMPLOYER, by acceptance of this Agreement, warrants that it is a duly qualified Self-Insurer in the State(s) designated in the Declarations, and will continue to maintain such qualifications during the currency of this Agreement. In the event the EMPLOYER should at any time while this Agreement is in force terminate such qualifications or if they should be cancelled or revoked, such loss of qualifications shall operate as notice of cancellation of this Agreement by the EMPLOYER, subject to the additional terms of the Cancellation Section of this Agreement.

The inclusion of more than one EMPLOYER in the Declarations shall not increase the EMPLOYER's Self- Insured Retention nor the CORPORATION's Maximum Limit of Indemnity. Further, if more than one EMPLOYER appears in Item 1 of the Declarations, the first named EMPLOYER

shall be the principal named insured under this Agreement and all other listed entities shall be additional named insureds. All notices, billings, and correspondence shall be to the principal named insured at the address shown in the Declarations. Actions of or by the principal named insured shall be binding on all additional named insured.

DEFINITIONS

A. Covered Employee

As respects liability imposed upon the EMPLOYER by the Workers' Compensation law of any State, Employee shall mean any person performing work which renders the EMPLOYER liable under the Workers' Compensation Law of a State named in Item 2 of the Declarations, which is the State of the injured Employee's normal employment, for bodily injuries or occupational disease sustained by such person.

B. Worker's Compensation Law

Workers' Compensation Law means the workers' or workmen's compensation law and occupational disease law of each State or territory named in Item 2 of the Declarations. It includes any amendments to that law which are in effect during the policy period. It does not include any federal workers' or workmen's compensation law, any federal occupational disease law or the provisions of any law that provide non-occupational disability benefits.

C. Policy Period

The liability of the CORPORATION for Loss hereunder shall be determined separately for each Liability Period. The initial Liability Period shall commence at 12:01 A.M. on the Effective Date and end at 12:01 a.m. on the Anniversary Date, designated in Item 3 and 4 respectively, of the Declarations. Each succeeding Liability Period shall begin concurrently with the end of the previous Liability Period and continue for the same number of consecutive months as the initial Liability Period. All time is stated in the local time for the State(s) designated in the Declarations.

In the event the Employer fails to give express written intent to continue coverage at the end of given Liability Period, the Agreement shall be deemed terminated, and the Anniversary Date shall serve as the termination date of the Agreement.

D. State

State means any state, territory, or possession of the United States of America and the District of Columbia.

The insurance afforded by this Agreement applies to operations in the State(s) specified in the Declarations, including, however, incidental operations conducted by Employees who are regularly engaged in operations in the specified State(s), but who may be temporarily outside the specified State(s).

E. Loss

Loss shall mean actual payments, less recoveries from any other party or source that may mitigate such Loss, legally made by the EMPLOYER to Employees and their dependents in satisfaction of: (a) statutory benefits, (b) settlements of suits and claims, and (c) awards and judgments. Loss shall also include Claim Expenses, paid by the EMPLOYER, as defined below. The term Loss shall not include the items specifically excluded by PART 4 – EXCLUSIONS.

F. Claim Expense

Claim Expenses shall mean court costs, interest upon awards and judgments and the reasonable costs of investigation, adjustment defense, and appeal, including pension or appeal bond costs (provided that the prosecution of such appeal and/or the posting of such pension or appeal bond is approved by the CORPORATION) of claims, suits or other proceedings brought against the EMPLOYER under the Workers' Compensation or Employers' Liability Laws of the State(s) designated in the Declarations, or other State(s), as provided in Section A of PART ONE – WORKERS' COMPENSATION INSURANCE, even though such claims, suits, proceedings or demands are wholly groundless, false, or fraudulent. Claim Expenses shall not include fees to the EMPLOYER's Service Company.

G. Man hours

Man hours refers to the number of actual hours worked for each classification code. Premium Rates based on man hours only apply in States where a rate per man hour is shown in the Declarations Item titled Premium Rate.

PART ONE

WORKERS' COMPENSATION INSURANCE

A. How this Part Applies

This Agreement applies to Loss sustained by the EMPLOYER because of liability imposed upon the EMPLOYER by the Workers' Compensation Laws of the State(s) designated in the Declarations. PART ONE also applies to Loss sustained by the EMPLOYER because of liability imposed upon the EMPLOYER by the Workers' Compensation Laws of other States(s), provided that the Loss shall not be greater than it would have been had liability been imposed by the State(s) specified in the Declaration. Loss must result from bodily injury (which includes resulting death) by accident or by occupational disease due to Occurrences taking place within the Liability Period to Employees of the EMPLOYER engaged in the business operations specified in the Declarations and all other operations necessary, incidental, or appurtenant thereto.

Occurrence shall mean accident from which the bodily injury shall result. In addition, bodily injury by occupational disease must be caused or aggravated by the conditions of employment and shall be deemed to have occurred on the last day of the last exposure to those conditions of employment causing or aggravating such injury by occupational disease, or such date as it otherwise established by the Workers' Compensation Laws of the appropriate State(s). Bodily injury by occupational disease sustained by each Employee shall be deemed to be separate Occurrence unless such disease results directly from an accident.

B. Payments You Must Make Relating to Specific Excess Insurance

With respect to each Occurrence taking place within a Liability Period, the EMPLOYER shall retain as its own Loss, as defined below, the amount specified in Item 7 of the Declarations, and the CORPORATION agrees to reimburse the EMPLOYER only for such Loss in excess of such Self-Insured Retention, subject to the Maximum Limit of Indemnity Per Occurrence, or the Employers' Liability Maximum Limit of Indemnity Per Occurrence, whichever is applicable, as specified in Item 8 of the Declarations. The separate Employers' Liability Maximum Limit of Indemnity Per Occurrence shall not operate, in any case, to increase the total amount the CORPORATION agrees to reimburse the EMPLOYER for Loss per any one Occurrence as per Item 8(a) of the Declarations.

C. Our Reimbursement To You

If the EMPLOYER pays any Loss incurred in any Liability Period in excess of the Self-Insured Retention Per Occurrence, the CORPORATION shall reimburse the EMPLOYER upon receipt of a formal proof of loss and other evidence acceptable to the CORPORATION of such payment. Within a reasonable period of time, reimbursement payments shall be made by the CORPORATION.

The CORPORATION shall have, and may exercise at any time, and from time to time, the right to offset any balance or balances, whether on account of premiums, Losses or otherwise, due from the EMPLOYER to the CORPORATION against any balance or balances, due from the CORPORATION to the EMPLOYER under this Agreement.

D. Other Insurance

If the EMPLOYER carries other valid and collectible insurance, reinsurance, or indemnity with any other insurer or reinsurer covering a Loss also covered by this Agreement (other than insurance or reinsurance that is purchased to apply in excess of the sum of the Self-Insured Retention and the Maximum Limits of Indemnity hereunder), the insurance afforded by this Agreement shall apply in excess of and shall not contribute with such other insurance or reinsurance.

E. Recovery from Others (Subrogation)

The EMPLOYER agrees to prosecute any and all valid claims the EMPLOYER may have against any other party or source that may mitigate any Loss under this Agreement and return to the CORPORATION any amount so recovered, less the reasonable expense of collecting such amounts.

The CORPORATION shall have the EMPLOYER's rights to prosecute any and all valid claims against any other party or source that may mitigate any Loss under this Agreement. The EMPLOYER agrees that it will assist the CORPORATION in any prosecution of any and all valid claims against any other party or source that may mitigate any Loss under this Agreement. Any amounts recovered by the CORPORATION from any other party or source that may mitigate Loss under this Agreement shall first be used to pay the expenses of collection and to reimburse the CORPORATION for any amount it may have paid the EMPLOYER for the Liability Period concerned, and all remaining amounts collected shall be paid by the EMPLOYER.

PART TWO EMPLOYERS' LIABILITY INSURANCE

A. How this Part Applies

This Agreement applies only to Loss sustained by the EMPLOYER because of liability imposed upon the EMPLOYER by the Employer's Liability Laws of the State(s) designated in the Declarations. PART TWO also applies to Loss sustained by the EMPLOYER because of liability imposed upon the EMPLOYER by the Employers' Liability Laws of the other State(s), provided that the Loss shall not be greater than it would have been had liability been imposed by the State(s) specified in the Declaration. Loss must result from bodily injury (which includes resulting death) by accident or by occupational disease due to Occurrences taking place within the Liability Period to Employees of the EMPLOYER engaged in the business operations specified in the Declarations and all other operations necessary, incidental, or appurtenant thereto.

Occurrence shall mean accident from which the bodily injury shall result. In addition, bodily injury by occupational disease must be caused or aggravated by the conditions of employment and shall be deemed to have occurred on the last day of the last exposure to those conditions of employment causing or aggravating such injury by occupational disease, or such date as it otherwise established by the Employers' Liability Laws of the appropriate State(s). Bodily injury by occupational disease sustained by each Employee shall be deemed to be a separate Occurrence unless such disease results directly from an accident.

B. Payments You Must Make Relating to Specific Excess Insurance

With respect to each Occurrence taking place within a Liability Period, the EMPLOYER shall retain as its own Loss, as defined below, the amount specified in Item 7 of the Declarations, and the CORPORATION agrees to reimburse the EMPLOYER only for such Loss in excess of such Self-Insured Retention, subject to the Maximum Limit of Indemnity Per Occurrence, or the Employers' Liability Maximum Limit of Indemnity Per Occurrence, whichever is applicable, as specified in Item 8 of the Declarations. The separate Employers' Liability Maximum Limit of Indemnity Per Occurrence shall not operate, in any case, to increase the total amount the CORPORATION agrees to reimburse the EMPLOYER for Loss per any one Occurrence as per Item 8(a) of the Declarations.

C. Our Reimbursement To You

If the EMPLOYER pays any Loss incurred in any Liability Period in excess of the Self-Insured Retention Per Occurrence, the CORPORATION shall reimburse the EMPLOYER upon receipt of a formal proof of loss and other evidence acceptable to the CORPORATION of such payment. Within a reasonable period of time, reimbursement payments shall be made by Us.

The CORPORATION shall have, and may exercise at any time, and from time to time, the right to offset any balance or balances, whether on account of premiums, Losses or otherwise, due from the EMPLOYER to the CORPORATION against any balance or balances, due from the CORPORATION to the EMPLOYER under this Agreement.

D. Other Insurance

If the EMPLOYER carries other valid and collectible insurance, reinsurance, or indemnity with any other insurer or reinsurer covering a Loss also covered by this Agreement (other than insurance or reinsurance that is purchased to apply in excess of the sum of the Self-Insured Retention and the Maximum Limits of Indemnity hereunder), the insurance afforded by this Agreement shall apply in excess of and shall not contribute with such other insurance or reinsurance.

E. Recovery from Others (Subrogation)

The EMPLOYER agrees to prosecute any and all valid claims the EMPLOYER may have against any other party or source that may mitigate any Loss under this Agreement and return to the CORPORATION any amount so recovered, less the reasonable expense of collecting such amounts.

The CORPORATION shall have the EMPLOYER's rights to prosecute any and all valid claims against any other party or source that may mitigate any Loss under this Agreement. The EMPLOYER agrees that it will assist the CORPORATION in any prosecution of any and all valid claims against any other party or source that may mitigate any Loss under this Agreement. Any amounts recovered by the CORPORATION from any other party or source that may mitigate Loss under this Agreement shall first be used to pay the expenses of collection and to reimburse the CORPORATION for any amount it may have paid the EMPLOYER for the Liability Period concerned, and all remaining amounts collected shall be paid by the EMPLOYER.

PART THREE OTHER STATES COVERAGE

This Agreement covers all business operations of the EMPLOYER as a Self-Insurer in only those State(s) listed in Item 2 of the Declarations.

This Agreement does not cover operations of the EMPLOYER in any other State unless otherwise agreed by the CORPORATION in accordance with the provisions of Section A of PART ONE - GENERAL of this Agreement.

If you begin work in any State not listed in Item 2 of the Declarations after the Effective Date of this Agreement, you

will be afforded no coverage under this Agreement in such other State unless and until the CORPORATION notifies you that coverage will be provided. If the CORPORATION notifies you that coverage will be provided for such other State, all provisions of this Agreement will apply as though that State were listed in Item 2 of the Declarations.

PART FOUR EXCLUSIONS

This Agreement does not cover the following amounts paid by the EMPLOYER:

1. Salaries, wages, and remuneration provided to Employees;
2. Fees to the EMPLOYER's Service company and/or costs of self-administration of claims;
3. Punitive or exemplary damages as they relate to claims made under the Employers' Liability coverage provided by this Agreement;
4. Fines or penalties assessed against the EMPLOYER for any violation by the EMPLOYER, or its representative(s), of any statute or regulation, unless the fines or penalties result from a dispute raised in good faith as to the Workers' Compensation benefits owed by the EMPLOYER;
5. Assessments and taxes made upon the EMPLOYER as self-insurer whether imposed by statute, regulation, or otherwise;
6. Any amounts required to be paid by the EMPLOYER because of:
 - a. Serious and willful misconduct of the EMPLOYER, including intentional torts and intentional acts or omissions resulting in injury, acts or omissions taken with reckless disregard of the possible occurrence of an injury or acts or omissions taken that are substantially certain to result in injury, regardless of whether or not said actions may be classified in the State(s) as intentional torts,
 - b. Coercion, criticism, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination against or termination of any Employee and/or related personnel practices, policies, acts, or omissions by the EMPLOYER,
 - c. Knowingly employing an Employee in violation of law,
 - d. Rejection by the EMPLOYER of any Workers' Compensation Law,
 - e. Failure to comply with any health, safety, or notification law or regulation.
7. Loss assumed by the EMPLOYER under any contract or agreement, whether expressed or implied;
8. Loss for which the EMPLOYER carries a full Workers' Compensation and Employers' Liability policy; and
9. Any amount owed by the EMPLOYER pursuant to any provision of any law that provides non-occupational disability benefits.

PART FIVE CLAIMS

A. Prompt Reporting of Claims

Within seven (7) days after the EMPLOYER becomes aware or receives notice, the EMPLOYER must provide notice to the CORPORATION of: (a) any claim or action commenced against the EMPLOYER which exceeds, or is likely to exceed, fifty percent (50%) of the Self-Insured Retention Per Occurrence specified in Item 7 of the Declarations and (b) the reopening of any claim in which a further award might involve liability of the CORPORATION under this Agreement.

In addition, the following categories of claims shall be reported to the CORPORATION within seven (7) days after first notice is provided to the EMPLOYER, regardless of any question of potential involvement of the CORPORATION:

1. Fatalities;
2. Paraplegics and quadriplegics;
3. Serious burns, defined as 2nd or 3rd degree burns involving 25% or more of the body;
4. Brain injury;
5. Spinal cord injury;
6. Amputation of major extremity; and
7. Any Occurrence which results in serious injury to two or more Employees.

The EMPLOYER shall provide prompt notice of a claim in accordance with the requirements set forth above and/or as otherwise provided by the Law of any State(s). To constitute prompt, sufficient notice, the EMPLOYER must provide complete information as to the details of the injury, disease, or death.

B. Defense of Claims

The EMPLOYER shall investigate and settle or defend all claims and shall conduct the defense and appeal of all actions, suits, and proceedings commenced against it. The EMPLOYER shall forward promptly to the CORPORATION copies of any pleadings or reports as may be requested. The CORPORATION shall not be obliged to assume charge of the investigation, defense, appeal or settlement of any claim, suit, or proceeding brought against the EMPLOYER, but the CORPORATION shall be given the opportunity to investigate, defend, or participate with the EMPLOYER in the investigations and defense of any claim, if, in the opinion of the CORPORATION, its liability under this Agreement might be involved.

C. Good Faith Claims Administration

The EMPLOYER shall use diligence, prudence, and good faith in the investigation, defense, pursuit of recovery from others and settlement of all claims. The EMPLOYER shall not refuse to settle any claim which should be settled, provided, however, that the EMPLOYER shall not make any payment or agree to any settlement for any sum which would involve the limits of the CORPORATION's liability hereunder without the approval of the CORPORATION. If the CORPORATION is prejudiced by the EMPLOYER's failure to exercise diligence, prudence,

and good faith, the CORPORATION may elect to disclaim coverage for Loss from such claim.

D. Service and Administration

This Agreement contemplates the concurrent and continued existence of a separate service agreement between the EMPLOYER and the Service Company, its designated representative, named in Item 5 of the Declarations, providing services approved by the CORPORATION. The EMPLOYER agrees that its Service Company shall furnish the CORPORATION with quarterly loss runs concurrent with each Liability Period of this Agreement. The provision of loss runs alone does not relieve the EMPLOYER of its reporting obligations as set forth in the "Prompt Reporting of Claims" provision under PART FIVE of this Agreement. In addition, the electronic transfer of loss information by a Service Company of the EMPLOYER shall not constitute notice of a claim.

Cancellation of the service agreement between the Service Company and the EMPLOYER shall operate as notice of cancellation of this Agreement by the EMPLOYER, subject to the additional terms of the Cancellation Section of this Agreement. Any change in service companies must be immediately communicated to and approved by the CORPORATION.

PART SIX PREMIUM

Upon acceptance of the Agreement and at the beginning of each Payroll reporting Period, as specified in Item 12 of the Declarations, the EMPLOYER shall pay to the CORPORATION the amount of the Deposit Premium specified in Item 11 of the Declarations. The EMPLOYER shall pay premiums when due. The Deposit Premium shall be held by the CORPORATION until the expiration of the Payroll Reporting Period. Within thirty (30) days after the close of each Payroll Reporting Period, the EMPLOYER shall render to the CORPORATION a report exhibiting, by classification, the amount of such remunerations earned by Employees during such reporting period, and the EMPLOYER shall therewith pay to the CORPORATION the excess of the Earned Premium over the Deposit Premium previously paid. In case the Deposit Premium paid exceeds the Earned Premium, within thirty (30) days after such determination is made, the CORPORATION shall return to the EMPLOYER the amount of such excess or give appropriate credit, subject to the proportion of Minimum Premium for the Liability Period in the case of multi-year Liability Periods.

Upon expiration of a Liability Period, a summary of voluntary payroll reports for such Liability Period shall be made to determine the Earned Premium under this Agreement. In no event, however, shall the Earned Premium in respect of any Liability Period be less than the Minimum Premium specified in the Declarations.

For each Payroll Reporting Period, the CORPORATION shall compute the Earned Premium as follows:

1. Remuneration – The remuneration earned, or man hours

accumulated during such period by all Employees, including any covered volunteers, engaged in each classification covered by this Agreement shall be computed in accordance with the rules set forth in the appropriate Manual of Workers' Compensation and Employers' Liability Insurance.

2. Manual and Standard Premium – The remuneration, or man hours, so computed for Employees engaged in each such classification shall be multiplied by the Manual Rate per \$100 of remunerations/man hour, in effect as the inception of each Payroll Reporting Period, and the products so obtained shall be added together to determine the Manual Premium. An Experience Modification Factor may be applied to the Manual Premium to determine a Standard Premium. Such Experience Modification Factor shall be determined the inception of this Agreement and is subject to annual review and possible revision. A Standard Premium takes precedence over any Manual Premium.
3. Earned Premium – Against the Manual or Standard Premium shall be applied the Premium Rate, as specified in Item 9 of the Declarations, to determine the appropriate Earned Premium.

This Agreement is issued by the CORPORATION and accepted by the EMPLOYER subject to the agreement that, in the event of any change in the Rates per \$100 remuneration/man hour, as stated in Item 6 of the Declarations, because of any general rate increase or any legislative amendment affecting the benefits under the Workers' Compensation Law of any State(s) named in Item 2 of the Declarations, such change, upon the effective date thereof, shall be, without endorsement, made a part of the Agreement.

PART SEVEN CONDITIONS

A. Inspection and Audit

The CORPORATION shall have the right, but not the obligation to inspect the premises and equipment and/or to audit the books and records of the EMPLOYER and of its agents and representatives, including all records relating to payroll and claims matters, at any reasonable time during the period of this Agreement. Inspection of other than claims records must occur within three (3) years after the Liability Period ends. An audit to determine Manual or Standard Premium shall supersede any and all prior voluntary payroll reports by the EMPLOYER, and will be used to determine the final adjustment of premiums due to the CORPORATION and the Loss Fund amounts. Should a determination be made that additional audit premium is due to the CORPORATION, the due date for payment of such audit premium shall be thirty (30) days after the date of such billing.

B. Assignment

An assignment of interest under this Agreement will not bind the CORPORATION unless an endorsement signed by the President and the Secretary of the Corporation assigning interest under this Agreement is issued by the CORPORATION.

C. Cancellation

This Agreement may be cancelled by either party giving the other party written notice not less than sixty (60) days prior to the date of cancellation, except, that if the CORPORATION cancels for non-payment of any premium, the cancellation shall become effective five (5) days after dispatch of notice by the CORPORATION. The date of cancellation then becomes the termination date of the final Liability Period. This Agreement does not apply to Loss as a result of Occurrences taking place after the effective date of such cancellation.

If cancellation is effected by the EMPLOYER, the Manual or Standard Premium shall be determined by the short rate tables used for casualty insurance, and the Earned Premium shall be the product of the Premium Rate (Item 9) times the Manual or Standard Premium (or the Total Annual Remuneration) so arrived at, but not less than the Minimum Premium specified in the Declarations.

If cancellation is effected by the CORPORATION for non-payment of premium, the EMPLOYER shall pay the CORPORATION Earned Premium for the period up to the date of cancellation.

If the CORPORATION cancels for any other reason, the Manual or Standard Premium shall be determined upon a pro rata basis and the Loss Fund and Earned Premium adjusted in accordance therewith.

D. Bankruptcy or Insolvency of Employer

The bankruptcy or insolvency of the EMPLOYER will not relieve the CORPORATION or the EMPLOYER of its duties and liabilities under this Agreement. After payments have been made by or on behalf of the EMPLOYER, reimbursements due under this Agreement will be made by the CORPORATION as if the EMPLOYER had not become bankrupt or insolvent, but not in excess of the CORPORATION's limit of indemnity.

E. Sole Representative

If more than one EMPLOYER is named in Item 1 of the Declarations, or an endorsement related thereto, the EMPLOYER first named in Item 1, or a related endorsement, will act on behalf of the EMPLOYERS to give or to receive notice of cancellation, to receive return premium or reimbursement, or to request changes in this Agreement.

F. Acceptance

By acceptance of this Agreement, the EMPLOYER agrees that the statements in this Agreement, in the Declarations, and in the application are the EMPLOYER's representations; that this Agreement is issued in reliance upon such representations; that this Agreement embodies all agreements existing between the EMPLOYER and the CORPORATION, or any of its agents, relating to this excess insurance, and that full compliance by the EMPLOYER with all terms of this Agreement is a condition precedent to the CORPORATION's liability hereunder.

IN WITNESS WHEREOF, SAFETY NATIONAL CASUALTY CORPORATION has caused this Agreement to be executed by printing below the facsimile signatures of its President and Secretary and by the actual signature of its Secretary on the Declarations.



Secretary



President

SAFETY NATIONAL CASUALTY CORPORATION

1832 SCHUETZ ROAD
ST. LOUIS, MO 63146

DECLARATIONS – SPECIFIC EXCESS

SP 4066496

Item 1. Employer: INDIAN RIVER COUNTY BOARD OF COUNTY COMMISSIONERS

Address: 1800 27TH STREET, VERO BEACH, FL 32960

Item 2. This Agreement covers all business operations of the EMPLOYER as a Self-Insurer in the following State(s): FLORIDA

Item 3. Effective Date: 12:01 A.M. May 01, 2023

Item 4. Anniversary Date: 12:01 A.M. May 01, 2024

Item 5. The Service Company shall be JOHNS EASTERN COMPANY, INC.

Item 6. CLASSIFICATIONS OF OPERATIONS	Code Number	Estimated Total Annual Remuneration/Worker Hours	Rate Per \$ 100 Remuneration/Worker Hours
See Attached			
	Total Estimated Manual Premium		N/A
	SNCC Experience Modification Factor		N/A
	Total Estimated Standard Premium		N/A

Item 7. Self-Insured Retention Per Occurrence for Occurrences resulting in an injury to an Employee covered under the United States Longshoremen's and Harbor Workers' Compensation Act	\$ 1,000,000
Self-Insured Retention Per Occurrence for all Occurrences involving the Employers' Liability coverage provided by the Maritime Coverage Endorsement, the Jones Act, and for any other Maritime Act	\$ 1,000,000
Self-Insured Retention Per Occurrence for All Other Occurrences	\$ 850,000

Item 8. (a) Maximum Limit of Indemnity Per Occurrence	Statutory
(b) Employers' Liability Maximum Limit of Indemnity Per Occurrence	\$ 2,000,000

Item 9. Premium Rate \$ 0.325 per \$100 of Payroll

Item 10. Minimum Premium for the Liability Period \$ 296,310

Item 11. Deposit Premium for the Payroll Reporting Period \$ 329,233

Item 12. Payroll Reporting Period May 01, 2023 through May 01, 2024

Item 13. Endorsements See Endorsement Schedule

Signed at St. Louis, Missouri on May 01, 2023



Secretary

Countersigned this day of

By: _____ N/A

EXTENSION OF DECLARATIONS

EMPLOYER: INDIAN RIVER COUNTY BOARD OF COUNTY COMMISSIONERS

Policy No: SP 4066496

Effective Date: 12:01 A.M. Local Time, May 01, 2023

Item 6.

St	Classifications of Operations	Code No.	Estimated Total Annual Remuneration/ Exposure	Rate per \$100 Remuneration/ Exposure
FL	Machinery or Equipment Erection or Repair NOC & Drivers	3724	If Any	3.18
	Street or Road Construction: Paving or Repaving & Drivers	5506	If Any	4.85
	Street Or Road Maintenance-Municipal, County Or State Department-& Drivers	5509	\$ 4,934,085	8.51
	Excavation & Drivers	6217	If Any	4.25
	Aircraft/Helicopter Operation: Air Carrier Scheduled/Supplemental: All Other Employees	7403	\$ 165,233	3.40
	Aircraft/helicopter Operation: Sales or Service Agency: Taxi or Sightseeing: Stu	7422	\$ 331,891	1.10
	Waterworks Operation & Drivers	7520	\$ 5,682,929	2.35
	Sewage Disposal Plant Operation & Drivers	7580	If Any	2.17
	Garbage Works	7590	\$ 56,664	3.51
	Firefighters & Drivers	7704	\$ 21,872,407	4.46
	Police Officers & Drivers	7720	\$ 24,282,952	3.11
	Automobile Service or Repair Center & Drivers	8380	\$ 863,149	2.05
	Inspection of Risks for Insurance or Evaluation Purposes NOC	8720	If Any	1.46
	Salesperson, Collectors or Messengers - Outside	8742	\$ 35,238	0.29
	Clerical Office Employees NOC	8810	\$ 35,565,840	0.15
	Attorney-All Employees & Clerical, Messengers, Drivers	8820	\$ 678,023	0.11
	Hospital: Veterinary & Drivers	8831	\$ 258,466	1.35
	Hospital: Professional Employees	8833	If Any	0.92
	Building - Operation by Owner or Lessee	9015	\$ 259,797	3.30
	Club-Country, Golf, Fishing or Yacht-& Clerical	9060	\$ 544,833	1.46
	Clubs NOC & Clerical	9061	If Any	1.59
	Parks NOC-All Employees & Drivers	9102	\$ 2,250,628	3.39
	Athletic Team or Park: Operation & Drivers	9182	If Any	1.89
	Garbage, Ashes or Refuse Collection & Drivers	9403	If Any	5.22
	Municipal, Township, County or State Employee NOC	9410	\$ 3,520,349	2.44
	Household Appliances-Electric Installation, Service Or Repair & Drivers	9519	If Any	4.26
	Total Payroll		\$ 101,302,484	
	Deposit Premium		\$ 329,233	
	Florida Workers' Compensation Insurance Guaranty Association Surcharge		N/A	
	Total Estimate Premium Due		\$ 329,233	

1004 00 1105 (XWC)FL

Endorsement Schedule

EMPLOYER: INDIAN RIVER COUNTY BOARD OF COUNTY COMMISSIONERS

Policy No: SP 4066496

Effective Date: 12:01 A.M. May 01, 2023

Number	Title
0242 00 1291 (XWC)	LONGSHOREMEN'S AND HARBOR WORKERS' COMPENSATION ACT COVERAGE ENDORSEMENT
0245 00 1291 (XWC)	MARITIME COVERAGE ENDORSEMENT
0276 01 0408 (XWC)	OTHER STATES FOR EMPLOYEE TRAVEL
0278 15 0410 (XWC)	FLORIDA - PROMPT REPORTING OF CLAIMS - REPORTING TO EMPLOYER'S DESIGNEE
0291 06 0306 (XWC)	VOLUNTARY COMPENSATION ENDORSEMENT
6000 01 0121 (XWC)	FLORIDA TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT ENDORSEMENT

0242 00 1291 (XWC)

ENDORSEMENT

LONGSHOREMEN'S AND HARBOR WORKERS' COMPENSATION ACT COVERAGE ENDORSEMENT

Effective 12:01 A.M., Local Time, May 01, 2023

In consideration of the payment of premium and adherence by both parties to the terms of this Agreement, it is hereby understood and agreed as follows:

The term, "Workers' Compensation Law," includes the Longshoremen's and Harbor Workers' Compensation Act (USL&H) (33 USC Sections 901-950), and any amendment to that Act that is in effect during the Liability Period. This endorsement does not apply to work subject to the Defense Base Act, the Outer Continental Shelf Lands Act, or the Nonappropriated Fund Instrumentalities Act.

All other terms, conditions, agreements and stipulations remain unchanged.

Attached to and forming a part of Excess Workers' Compensation and Employers' Liability Insurance Agreement No. SP 4066496, issued by SAFETY NATIONAL CASUALTY CORPORATION of St. Louis, Missouri to INDIAN RIVER COUNTY BOARD OF COUNTY COMMISSIONERS, dated May 01, 2023.

SAFETY NATIONAL CASUALTY CORPORATION



Secretary



President

0245 00 1291 (XWC)

ENDORSEMENT

MARITIME COVERAGE ENDORSEMENT

Effective 12:01 A.M., Local Time, May 01, 2023

In consideration of the payment of premium and adherence by both parties to the terms of this Agreement, it is hereby understood and agreed as follows:

The coverage afforded by Employers' Liability Laws, as specified in this Agreement, shall include Loss on account of bodily injury to a master or member of the crew of a vessel, subject to the following additional provisions:

This coverage does not include Loss on account of:

1. bodily injury covered by a Protection and Indemnity Policy or similar policy issued to the EMPLOYER or for the EMPLOYER'S benefit. This exclusion applies even if the other policy does not apply because of an other insurance clause, deductible or limitation of liability clause, or any similar clause.
2. the EMPLOYER'S duty to provide transportation, wages, maintenance and cure.

All other terms, conditions, agreements and stipulations remain unchanged.

Attached to and forming a part of Excess Workers' Compensation and Employers' Liability Insurance Agreement No. SP 4066496, issued by SAFETY NATIONAL CASUALTY CORPORATION of St. Louis, Missouri to INDIAN RIVER COUNTY BOARD OF COUNTY COMMISSIONERS, dated May 01, 2023.

SAFETY NATIONAL CASUALTY CORPORATION



Secretary



President

0276 01 0408 (XWC)

ENDORSEMENT

OTHER STATES FOR EMPLOYEE TRAVEL

Effective 12:01 A.M., Local Time, May 01, 2023

In consideration of the payment of premium and adherence by both parties to the terms of this Agreement, it is hereby understood and agreed that this Agreement shall include the following:

1. If the EMPLOYER undertakes operations in or, at the request of the EMPLOYER, an Employee travels to or is temporarily assigned to, any State not designated in Item 2 of the Declarations, this Agreement applies to such operations, travel or temporary assignment. Should EMPLOYER undertake operations in a state not designated in Item 2 of the Declarations, the EMPLOYER shall give notice to the CORPORATION before or within 30 days after the commencement of such operations. The EMPLOYER shall take whatever action is necessary to come within the Workers' Compensation and occupational disease laws of such State.
2. Should an Employee, at the direction of the EMPLOYER, travel to or be temporarily assigned to any State or States not designated in Item 2 of the Declarations, this Agreement shall provide coverage for Loss sustained by the EMPLOYER because of liability imposed upon the EMPLOYER by the Workers' Compensation or Employers' Liability Laws of such non-designated State.
3. This Agreement applies to operations of the EMPLOYER covered by this Endorsement. However, such Loss is subject to all the limitations of this Agreement including the Self-Insured Retention Per Occurrence or the Limitation Per Occurrence and the Maximum Limit(s) of Indemnity of the CORPORATION for the Liability Period.
4. This Agreement also applies to Loss sustained by the EMPLOYER because of liability imposed upon the EMPLOYER by the Workers' Compensation and Employers' Liability Laws of such non-designated State.
5. The word "State" as used in this Endorsement shall mean any State of the United States of America and the District of Columbia.
6. The insurance afforded by this Endorsement does not cover fines or penalties imposed on the EMPLOYER for failure to comply with the requirements of any Workers' Compensation Law.

All other terms, conditions, agreements and stipulations remain unchanged.

Attached to and forming a part of Excess Workers' Compensation and Employers' Liability Insurance Agreement No. SP 4066496, issued by SAFETY NATIONAL CASUALTY CORPORATION of St. Louis, Missouri to INDIAN RIVER COUNTY BOARD OF COUNTY COMMISSIONERS, dated May 01, 2023. Endorsement No. 0276 01 0408 (XWC)

SAFETY NATIONAL CASUALTY CORPORATION



Secretary



President

0278 15 0410 (XWC)

ENDORSEMENT

FLORIDA - PROMPT REPORTING OF CLAIMS -
REPORTING TO EMPLOYER'S DESIGNEE

Effective 12:01 A.M., Local Time, May 01, 2023

In consideration of the payment of premium and adherence by both parties to the terms of this Agreement, it is hereby understood and agreed as follows:

The first paragraph of Section A. "Prompt Reporting of Claims" under PART FIVE – CLAIMS, is hereby deleted in its entirety and replaced by the following:

Within seven (7) days after the below denoted Designee(s) of the EMPLOYER becomes aware or receives notice, the EMPLOYER's Designee must provide notice to the CORPORATION of: (a) any claim or action commenced against the EMPLOYER that exceeds fifty percent (50%) of the Self-Insured Retention Per Occurrence specified in Item 7 of the Declarations and (b) the reopening of any claim in which a further award might involve liability of the CORPORATION under this Agreement.

DESIGNEE

Risk Manager
Indian River County
1800 27th Avenue
Vero Beach, FL 32960

Additionally, the last paragraph of Section A. "Prompt Reporting of Claims" under PART FIVE - CLAIMS, is hereby deleted in its entirety and replaced by the following:

The EMPLOYER's Designee shall provide notice of a claim in accordance with the requirements set forth above and/or as otherwise provided by the Law of any State(s). To constitute sufficient notice, the EMPLOYER's Designee must provide complete information as to the details of the injury, disease, or death.

All other terms, conditions, agreements and stipulations remain unchanged.

Attached to and forming a part of Excess Workers' Compensation and Employers' Liability Insurance Agreement No. SP 4066496, issued by SAFETY NATIONAL CASUALTY CORPORATION of St. Louis, Missouri to INDIAN RIVER COUNTY BOARD OF COUNTY COMMISSIONERS, dated May 01, 2023.

SAFETY NATIONAL CASUALTY CORPORATION



Secretary



President

ENDORSEMENT

VOLUNTARY COMPENSATION ENDORSEMENT

Effective 12:01 A.M., Local Time, May 01, 2023

In consideration of the payment of premium and adherence by both parties to the terms of this Agreement, it is hereby understood and agreed that this Endorsement adds voluntary compensation insurance to this Agreement as follows:

A. Coverage

It is the intent of this endorsement to extend the coverage provided by this Agreement to non-compensated volunteer Employees (other than those already considered Employees by Florida law), provided coverage operating at the direction of the EMPLOYER, as if the non-compensated volunteer Employees were subject to the Workers' Compensation and Employers' Liability Laws stipulated in the Schedule below, even though these laws may not require payment of benefits to such non-compensated volunteer Employees.

This insurance applies to Loss sustained by the EMPLOYER because of bodily injury and occupational disease, including death resulting therefrom, due to Occurrences taking place within the Liability Period of this Agreement.

1. The bodily injury or occupational disease must be sustained by a non-compensated volunteer Employee included in the group of non-compensated volunteer Employees described in the Schedule.
2. The bodily injury or occupational disease must occur in the course of employment necessary or incidental to work in a State listed in the Schedule.
3. The bodily injury or occupational disease must occur in the United States of America, its territories or possessions or Canada and may occur elsewhere if the non-compensated volunteer Employee is an American or Canadian citizen temporarily away from their home country.

B. Indemnification

The CORPORATION will indemnify the EMPLOYER for Loss in satisfaction of statutory benefits that would be imposed if the EMPLOYER and non-compensated volunteer Employees described in the Schedule were subject to the Workers' Compensation Law shown in the Schedule. Naturally, indemnification for any such Loss is subject to the Self-Insured Retention Per Occurrence, Loss Fund(s) and Maximum Limit(s) of Liability as specified in the Declarations.

C. Exclusions

This insurance does not cover:

1. Any obligation imposed by a workers' compensation or occupational disease law, or any similar law.
2. Bodily injury intentionally caused or aggravated by the EMPLOYER.

ENDORSEMENT (CONTINUED)

D. Before Indemnification

Before the CORPORATION indemnifies the EMPLOYER, the injured non-compensated volunteer Employee, or his legal representative in the case of his incapacity or death, must:

1. Release the EMPLOYER and the CORPORATION, in writing, of all responsibility for the injury or death.
2. Transfer to the EMPLOYER and the CORPORATION their right to recover from others who may be responsible for the injury or disease.
3. Cooperate and do everything necessary to enable the EMPLOYER and the CORPORATION to enforce the right to recover from others.

If the injured non-compensated volunteer Employee, or his legal representative(s), fails to perform as required above, or if they claim damages from the EMPLOYER or the CORPORATION for the injury or disease, the CORPORATION'S duty to indemnify the EMPLOYER is immediately terminated.

E. Recovery From Others

If the CORPORATION makes a recovery from others, the CORPORATION will keep an amount equal to its expenses of recovery and the Loss paid by the CORPORATION. The CORPORATION will pay the balance to the parties entitled to payment. If the parties entitled to the benefits of this insurance make a recovery from others, they must reimburse the CORPORATION for the Loss previously paid by the CORPORATION to such parties.

F. Employers' Liability Insurance

Employers' Liability Insurance applies to Loss covered by this endorsement as though the State of employment shown in the Schedule were shown in Item 2 of the Declarations.

G. Premium

It is agreed that all persons who donate their services to the EMPLOYER will be reported for purposes of premium computation at an hourly wage of \$7.25 per hour minimum, unless the work they do is similar to the work being done by a paid Employee who is receiving more than a \$7.25 per hour wage, in which event the wage reported for the non-compensated volunteer Employee will be the same as the wage reported for the paid Employee.

SCHEDULE

Employees	State of Employment	Designated Workers Compensation Law
Non-compensated volunteer Employees, while not subject to any Workers' Compensation Law	FLORIDA	State(s) of FLORIDA

0291 06 0306 (XWC)

ENDORSEMENT (CONTINUED)

All other terms, conditions, agreements and stipulations remain unchanged.

Attached to and forming a part of Excess Workers' Compensation and Employers' Liability Insurance Agreement No. SP 4066496, issued by SAFETY NATIONAL CASUALTY CORPORATION of St. Louis, Missouri to INDIAN RIVER COUNTY BOARD OF COUNTY COMMISSIONERS, dated May 01, 2023.

SAFETY NATIONAL CASUALTY CORPORATION



Secretary



President

FLORIDA TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT ENDORSEMENT

This endorsement addresses requirements of the Terrorism Risk Insurance Act of 2002 as amended by the Terrorism Risk Insurance Program Reauthorization Act of 2019.

Definitions

The definitions provided in this endorsement are based on and have the same meaning as the definitions in the Act. If words or phrases not defined in this endorsement are defined in the Act, the definitions in the Act will apply.

1. "Act" means the Terrorism Risk Insurance Act of 2002, which took effect on November 26, 2002, and any amendments, including any amendments resulting from the Terrorism Risk Insurance Program Reauthorization Act of 2019.
2. "Act of Terrorism" means any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security, and the Attorney General of the United States as meeting all of the following requirements:
 - a. The act is an act of terrorism.
 - b. The act is violent or dangerous to human life, property or infrastructure.
 - c. The act resulted in damage within the United States, or outside of the United States in the case of the premises of United States missions or certain air carriers or vessels.
 - d. The act has 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.
3. "Insured Loss" means any loss resulting from an act of terrorism (including an act of war, in the case of workers compensation) that is covered by primary or excess property and casualty insurance issued by an insurer if the loss occurs in the United States or at the premises of United States missions or to certain air carriers or vessels.
4. "Insurer Deductible" means, for the period beginning on January 1, 2021, and ending on December 31, 2027, an amount equal to 20% of our direct earned premiums, during the immediately preceding calendar year.

Limitation of Liability

The Act may limit our liability to you under this policy. If aggregate Insured Losses exceed \$100,000,000,000 in a calendar year and if we have met our Insurer Deductible, we may not be liable for the payment of any portion of the amount of Insured Losses that exceeds \$100,000,000,000; and for aggregate Insured Losses up to \$100,000,000,000, we may only have to pay a pro rata share of such Insured Losses as determined by the Secretary of the Treasury.

Policyholder Disclosure Notice

1. Insured Losses would be partially reimbursed by the United States Government. If the aggregate industry Insured Losses occurring in any calendar year exceed \$200,000,000, the United States Government would pay 80% of our Insured Losses that exceed our Insurer Deductible.
2. Notwithstanding item 1 above, the United States Government may not have to make any payment under the Act for any portion of Insured Losses that exceed \$100,000,000,000.
3. The premium charged for the coverage for Insured Losses under this policy is included in the "Deposit Premium for the Payroll Reporting Period" shown on the Declarations Page or the Schedule below.

SCHEDULE

Rate per \$100 of Remuneration: \$ 0.325

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective May 01, 2023

Policy No. SP 4066496

Endorsement No.

Insured INDIAN RIVER COUNTY BOARD OF COUNTY COMMISSIONERS

Premium \$ *Included*

Insurance Company SAFETY NATIONAL CASUALTY CORPORATION

Countersigned By N/A

SAFETY NATIONAL CASUALTY CORPORATION

PRIVACY STATEMENT

Our Commitment To Our Customers

Safety National Casualty Corporation (“Safety National”) is proud to have provided quality products and services to its customers for over 50 years. We greatly appreciate the trust that you and all of our customers place in us. We protect that trust by respecting the privacy of all of our customers, both present and past. The following will explain our privacy practices so that you will understand our commitment to your privacy.

We Respect Your Privacy

When you apply to Safety National for any type of insurance, you disclose information about you to us. The collection, use and disclosure of such information is regulated by law. Safety National and its affiliates maintain physical, electronic and procedural safeguards that comply with state and federal regulations to guard your personal information. Our employees are also advised of the importance of maintaining the confidentiality of your information.

Types Of Information We Collect

Safety National obtains most of our information directly from you, your agent or broker. The application you complete, as well as any additional information you provide, generally gives us most of the details we need to know. Depending on the nature of your insurance transaction, we may need further details about you.

We may obtain information from third parties, such as other insurance or reinsurance companies, medical providers, government agencies, information clearinghouses and other public records. We may also obtain information about you from your other transactions with us, our affiliates or others.

What We Do With Your Information

Information that has been collected about you will be retained in our files. We will review your information in evaluating your request for insurance coverage, determining your rates or underwriting risk, servicing your policy or adjusting claims. We may retain information about our former customers and would disclose that information only to affiliates and to non-affiliates as described in this notice or as otherwise permitted by law.

To Whom Do We Disclose Your Information

We will not disclose any non-public, personal information about our customers or former customers, except as permitted by law. That means we may disclose information we have collected about you to the following types of third parties:

- Our affiliated companies (Members and subsidiaries of the Tokio Marine Holdings, Inc. group of companies).
- Your agent or broker.
- Parties who perform a business or insurance function for Safety National, including reinsurance, underwriting, claims administration or adjusting, investigation, loss control and computer systems companies.
- Other insurance companies or agents as reasonably necessary concerning your application, policy or claim.
- Insurance regulatory or statistical reporting agencies.
- Law enforcement or governmental authorities in connection with suspected fraud or illegal activities.
- Authorized persons as ordered by subpoena, warrant or court order, or as required by law.

We do not disclose any non-public, personal information about you to non-affiliated companies for marketing purposes or for any other purpose except those specifically allowed by law and described above.

Independent Sales Agents or Brokers

Your policy may have been placed with us through an independent agent or broker (“Sales Agent”). Your Sales Agent may have gathered information about you. The use and protection of information obtained by your Sales Agent is their responsibility, not Safety National’s. If you have questions about how your Sales Agent uses or discloses your information, please contact them directly.

**INDIAN RIVER COUNTY
INTER-OFFICE MEMORANDUM
OFFICE OF MANAGEMENT AND BUDGET**

DATE: April 12, 2022

TO: BOARD OF COUNTY COMMISSIONERS

THROUGH: Jason E. Brown, County Administrator

FROM: Kristin Daniels, Director, Office of Management and Budget
Cynthia Stanton, Risk Manager

SUBJECT: Self-Insurance Funds and Property and Casualty Insurance Program

BACKGROUND:

In preparation for the May 1, 2022 renewal, staff worked with Arthur J. Gallagher Risk Management Services, Inc. (AJG) to secure the most comprehensive, cost-efficient property and casualty insurance program for the County. The table below summarizes the lines of coverage, limits and renewal costs, followed by the variables impacting the 2022 renewal rates. There was a total overall increase of 14% for the Indian River County insurance renewal.

Renewal Summary

Policy Coverage	Policy Limits	Current Premium	Renewal Premium	Premium Increase	Premium Change
Property (Non-Utility)	\$165 Mil*	\$1,351,104	\$1,511,638	\$160,534	12%
Property (Utility)	\$60 Mil*	\$650,004	\$736,424	\$86,420	13%
Flood	Multi	\$8,637	\$9,067	\$430	5%
Equipment Breakdown	\$100 Mil	\$9,827	\$10,750	\$923	9%
Terrorism Property Damage	\$10 Mil	\$16,750	\$17,025	\$275	2%
NCBR PD & Liability	\$10 Mil	\$24,950	\$26,710	\$1,760	7%
Inland Marine	\$20Mil/\$2.5 Mil	\$94,513	\$107,669	\$13,156	14%
Crime	\$1 Mil	\$6,597	\$6,597	0	0%
Public Entity Excess Liability	\$2 Mil/\$4Mil	\$182,100	\$207,500	\$25,400	14%
Excess Workers Comp	Statutory Max	\$229,137	\$290,368	\$61,231	27%
D&B	\$1 Mil	\$30,368	\$42,870	\$12,502	41%
Hull/P&I	\$1 Mil	\$7,761	\$8,288	\$527	7%
Church Parking Lot Liability	\$1 Mil	\$2,087	\$0	Included in PE	-100%
Statutory AD&D	\$75,000	\$6,166	\$12,363	\$6,197	101%
AJG Brokers Fee		\$175,000	\$175,000		0%
Total		\$2,795,001	\$3,162,269		14%

* Named Storm Limits: Property is \$40 Mil with a deductible of 5% of the building value subject to a max of \$5 Mil per occurrence and minimum of \$100,000. Utilities limit is \$30 Mil with a deductible of 5% of the building value subject to a minimum of \$250,000.

ANALYSIS:

Attached, please find the detailed Executive Summary prepared by Erica Connick, Account Executive, AJG. Several charts within the Executive Summary detail the various lines of coverage. Major highlights of the renewal are as follows:

Property Program: This is a layered program with multiple carriers. This year we continued to use the same strategy as we have in the past, leverage our direct relationship with Domestic and International markets to create competition. However, the market is still pushing for rate increases and domestic markets are looking to reduce their capacity. Incumbent carrier, Westchester reduced their capacity on the primary layer from 40% to 20% of \$25 million, while AmRisc is seeking a rate increase of 29%. The current renewal quote is \$1,511,638 which is a 12% increase but we are still finalizing the participation for this renewal and feel confident we can get a lower renewal rate. This renewal is not to exceed \$1,511,638. The majority of the limits and deductibles remain unchanged except:

1. Installation Coverage – No coverage, expiring coverage was \$250,000
2. Personal Property outside the U.S.A. - No coverage, expiring coverage was \$250,000
3. Underground Property – No coverage, expiring \$500,000
4. Updated edition dates for Exclusions related to virus, bacteria and/or microorganism
5. May have a few other forms pending final participation negotiations

Utility Property Program: The County's renewal is based on a total insured value of \$248,919,888; a 2.45% increase in values from last year. Starr's renewal proposal is \$736,424; a 13% overall rate increase, all other terms remain as expiring.

Excess Workers Comp: This year the program was marketed to several carriers and the incumbent carrier provided the best renewal quote with a premium increase of \$61,231 or 27% and a retention increase from \$650,000 to \$850,000. All other quotes received included a higher premium increase and retention amounts above \$1,000,000. The following factors effected the renewal increase: The County payroll increased by 5% over the expiring year, the County had several large losses paid-out in the previous year and the market continues to be limited in Florida for public entities that have Police and/or Fire exposures which are subject to the presumption laws.

Inland Marine: The program was marketed to eleven markets and exposure values are up 11.73%. The renewal premium is \$107,669; an increase of \$13,156 or 14% over last year's premium.

Church Parking Lot Liability: This is a stand-alone liability policy to cover any exposures from the use of the church parking lot. The renewal quote was \$2,404 or 9% increase. After reviewing the original lease agreement, it was determined we could satisfy our insurance obligation by adding the Church as an additional insured on the Public Entity Policy, with no additional cost. The stand-alone policy will not be renewed, providing a premium savings of \$2,404.

Statutory AD&D: The renewal premium is a two-year contract with annual installments of \$12,363, which is a \$6,197 or 101% increase from expiring year. The following factors effected this year's renewal: this policy paid a statutory benefit of \$75,000 in 2021 and total premiums paid over the last

five years totaled \$55,464, resulting in a \$20,000 premium loss to the carrier; IRC's first responder exposure increased by 42% due to staff increase from last year.

FUNDING:

The County's property and casualty coverage is funded through the Self Insurance Fund (502). This is an Internal Service fund that is supported by charges to operational funds of the County. The current fiscal year's portion of the proposed premium will be funded from account number 50224613-034590 (Self Insurance Fund - Other Insurance). Since the insurance program renews mid-year and encompasses two fiscal years, an increase in funding for the upcoming fiscal year will be necessary to fund the overall 14% in premium increases. Since the Self Insurance Fund is supported by all other departments, the premium costs are distributed across all County departments.

RECOMMENDATION:

Staff recommends that the Board approve the proposed renewal and authorize staff to bind coverage for May 1, 2022 through April 30, 2023 with a current annual premium of \$3,162,269. The renewal premium is based upon the current schedule of values, coverage selections and includes the annual broker fee of \$175,000.

ATTACHMENT:

AJG Executive Summary

**INDIAN RIVER COUNTY
INTER-OFFICE MEMORANDUM
OFFICE OF MANAGEMENT AND BUDGET**

DATE: April 18, 2023

TO: BOARD OF COUNTY COMMISSIONERS

THROUGH: Michael Zito, Interim County Administrator

FROM: Kristin Daniels, Director, Office of Management and Budget
Cynthia Stanton, Risk Manager

SUBJECT: Self-Insurance Funds and Property & Casualty Insurance Program

BACKGROUND:

In preparation for the May 1, 2023 renewal, staff worked with Arthur J. Gallagher Risk Management Services, Inc. (AJG) to secure the most comprehensive, cost-efficient property and casualty insurance program for the County. The table below summarizes the lines of coverage, limits and renewal costs, followed by the variables impacting the 2023 renewal rates. There was a total overall increase of 27.91% for the Indian River County insurance renewal.

Renewal Summary

Policy Coverage	Policy Limits	Current Premium	Renewal Premium	Premium Increase	Premium Change
Property (Non-Utility)	\$100 Mil/\$25Mil	\$1,511,642	\$2,157,000	\$645,358	42.69%
Property (Utility)	\$60 Mil	\$736,424	\$880,691	\$144,267	19.59%
Flood	Multi	\$9,067	\$9,843	\$776	8.55%
Equipment Breakdown	\$100 Mil	\$10,750	\$12,450	\$1,700	15.81%
Terrorism	\$100 Mil	\$17,025	\$20,000	\$2,975	17.47%
NCBR PD & Liability	\$10 Mil	\$26,710	\$33,500	\$6,790	25.42%
Inland Marine	\$20Mil/\$2.5 Mil	\$106,048	\$120,000	\$13,952	13.15%
Crime	\$1 Mil	\$6,597	\$6,597	\$0	0.00%
Public Entity Excess Liability	\$2 Mil/\$4Mil	\$207,500	\$222,000	\$14,500	6.98%
Excess Workers Comp	Statutory Max	\$290,368	\$329,233	\$38,865	13.38%
D&B	\$1 Mil	\$42,870	\$58,349	\$15,479	36.1%
Hull/P&I	\$1 Mil	\$8,288	\$5,951	-\$2,337	-28.20%
Statutory AD&D	\$75,000	\$12,362	\$12,362	\$0	0.00%
AJG Brokers Fee		\$175,000	\$175,000	\$0	0.00%
Total		\$3,160,651	\$4,042,976	\$882,325	27.91%

ANALYSIS:

The current insurance market is extremely volatile as a result of Hurricanes Ian and Nicole, causing many insurers to reduce their capacity or withdraw from business from the state of Florida. The insurers currently writing business in Florida are often considered carriers of “last resort” as they are able to monopolize a declining market and have increased premiums by up to 50%.

Attached, please find the detailed Executive Summary prepared by Erica Connick, Account Executive, AJG. Several charts within the Executive Summary detail the various lines of coverage. Major highlights of the renewal are as follows:

Property Program: This is a layered program with multiple carriers. The renewal is based off a total insured value of \$338,660,163 which is an 8.4% increase. We experienced many carriers reducing their capacity to much smaller line sizes and increasing their rates in conjunction. New capacity is coming to the table rather slowly, and comes in at significantly higher rates relative to the expiring program resulting in the decision to reduce program limits based on rate increases. The proposed renewal premium of \$2,157,000 is the worst-case scenario and we have asked the broker to continue to engage with the carriers to obtain a more favorable renewal quote.

Program Term Changes:

1. All perils coverage reduced from \$165 million to \$100 million.
2. Named Storm coverage reduced from \$40 million to \$25 million.
3. Hurricane Deductible changed to Named Storm – The previous Named Hurricane deductible only applied if wind speeds exceeded 74 mph or greater and was declared by NOAA to be a Hurricane. A Named Storm deductible includes tropical depressions (max sustained winds 38 mph or less) and tropical storm (max sustained winds 39 to 73 mph).
4. Scheduled coverage or a Margin Clause – Coverage will be limited to value reported in your statement of value for each item or 110% of the reported value
5. Unintentional Errors and Omission – Reduced from \$10 million to \$2.5 million (unscheduled property)

Utility Property Program: The County’s renewal based on a total insured value of \$259,128,905; a 4.1% increase in values. Star’s rate increase is 20%, which lines up with similar renewals in the State. Policy limit for all perils remains at \$60 million.

Program Term Changes:

1. Named Storm coverage reduced from \$30 million to \$20 million

Inland Marine: This year the program was sent to five markets direct and six through a wholesaler. The renewal exposure/values are up 9.3% and the renewal premium is \$120,000 with a 13.2% increase. There are no material changes to forms.

Excess Workers Comp: The Excess Workers Compensation market continues to be limited in Florida for entities that have Police and/or Fire exposures, which are subject to presumption laws. This year the County received two renewal options from the incumbent carrier:

1. \$850,000 deductible with a premium of \$329,233; 13.4% premium increase

2. \$1,000,000 deductible with a premium of \$272,808; 6.0% premium decrease

Staff recommends option 1 - \$850,000 SIR per claim, which is the same as the expiring policy.

FUNDING:

The County's property and casualty coverage is funded through the Self Insurance Fund (502). This is an Internal Service fund that is supported by charges to operational funds of the County. The current fiscal year's portion of the proposed premium will be funded from account number 50224613-034590 (Self Insurance Fund - Other Insurance). A budget amendment will be processed at a later date to fund the additional \$256,119 needed in the current fiscal year. Since the insurance program renews mid-year and encompasses two fiscal years, an increase in funding for the upcoming fiscal year will also be necessary to fund the overall 27.91% in premium increases. Since the Self Insurance Fund is supported by all other departments, the premium costs are distributed across all County departments.

RECOMMENDATION:

Staff recommends the Board approve the proposed renewal and authorize staff to bind coverage for May 1, 2023 through April 30, 2024 with a current annual premium of \$4,042,976.11. The renewal premium is based upon the current schedule of values, coverage selections and includes the annual broker fee of \$175,000.

ATTACHMENT:

AJG Executive Summary

2023 - 2024 TIV	
Building	\$279,275,864
Contents	\$38,333,989
EDP	\$6,584,013
Outdoor Property	\$9,466,297
Business Interruption	\$5,000,000
Total Insured Value	\$338,660,163

INSURED Schedule of Locations

Effective 05/01/2023 - SoV as of 01/06/2023

Insured Participant:

Indian River County Board of County Commissioners

LOCATION						
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Department/Agency Name	Dept/ Agency #	Location #	Building #	Description	Occupancy Type	RMS ATC Occupancy Type
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General Government		CVG413930-73	3	Library (North)		23
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Fire Services		CVG413930-58	028/001	Station 6		24
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Park & Recreation				Golden Sands restroom		10
Park & Recreation				Parks Maintenance Complex	5 pavillions at \$25,000 each	10
General Government			106C	Annex		23
Park & Recreation			007A	restroom		10
Park & Recreation			007A	Golden Sands lifeguard tower, (6) pavillions, restroom & kiosk		10
Park & Recreation				Dale Wimbrow Park Playground		
General Government			016/001	Pistol Range		23
General Government			106A	Offices		8
General Government			106B	storage bldg		23
Sheriff			036/002	pistol range		23
Sheriff			036/001	rifle range		23
General Government			87	airgun/archery		23

Fire Services		CVG413930-59	030/001	Station 8		24
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Park & Recreation				Treasure Shores restroom		10
General Government			011/001	treasure shore prk Offices		8

General Government			Shared by Tax Collector & Clerk of Court	23
Fire Services		031/001	Station 9	24
Park & Recreation			restroom	10
Park & Recreation			shed	10
Park & Recreation		090A	building	10
Fire Services		029/001	Station 7	24
Transit	CVG413930-119	CVG413930-119	Transit Hub	26
Park & Recreation		90	Donald MacDonald Campground restroom	10
Park & Recreation		090B	ranger offices	10
Park & Recreation		22	shed	10
General Government		36	Com Bldg	23
Conservation			North Sebastian Conservation Area Boardwalks, Fencing & Parking	5 Boardwalks, Fence
			Roseland Community Center	
			Outdoor Gazebo / picnic bench	
Fire Services	CVG413930-61		Fire Rescue Station 9 (new)	24
Fire Services	CVG413930-56	026/001	Station 4 Oslo Riverfront Conservation Area	24
Fire Services	CVG413930-53	023/001	Station 1	24
Fire Services		078A	storage sheds (5)	24
Park & Recreation	CVG413930-98		Intergenerational recreation facility	Gym and Recreational Center
Park & Recreation		015/003	pressbox Stand #1	10
Park & Recreation		094B	pressbox #2	10
Park & Recreation		094C	pressbox #3	10
Park & Recreation		094D	restroom	10
Park & Recreation		094E	storage #1	10
Park & Recreation		30	storage #2	10
General Government	CVG413930-78		Library (Main)	23
			Law Office	5
			Law Office	

Fire Services		11	Ambulance Squad		24
Conservation			Archie Smith House	Fish House, Small House	
Parks & Recreation			Hosie Shumann Park Playground		
General Government	CVG413930-84	1	New Admin Building # B		23
General Government	CVG413930-85	added 7/27/10	New Admin Building # A		23
Park & Recreation		119			10
Park & Recreation		Wabasso Beach Park	restroom & pavillions		10
Park & Recreation		Wabasso Beach Park	Pavillions (2)		10
Park & Recreation		Golden Sands	Boardwalk-including attached benches/landings etc		10
General Government		010/001	Tax Collector's Office		23
Sheriff		added 4-18-07	sheriff substation -Prime Outlet		23
Heath	CVG413930-75		Health Dept		9
	CVG413930-120		Mixed: Retail/Office/Restaurant	Proposed N. County Office	5
General Government	CVG413930-86	Added 1.29.16	Oyster Bar Marsh Conservation Area	boardwalks, parking	32
Conservation			Oslo Riverfront Conservation Area Boardwalks, Tower	Multiple Boardwalks, Tower,	
General Government	CVG413930-71	003/002	Courthouse		23
General Government	CVG413930-72	85	Garage		11
Park & Recreation		120	restroom		10
Park & Recreation		123	restrooms & Pavillions		10

Aviation		added 8-30-06	airport hangar	28
General Government	CVG413930-76	019/001	Offices	8
Fire Services	CVG413930-63	033/001	Station 11	24
Fire Services			Med 3	24
Park & Recreation		Martin Luther King Park	playground equipment	10
Fire Services	CVG413930-55	025/001	Station 3	24
Park & Recreation		Wabasso Beach Park	restroom & pavillions	10
Fire Services	CVG413930-54	024/001	Station 2	24
Fire Services	CVG413930-55	024/002	Station 2 - Tower	25
Transportation			2 shelters both side of 37th Ave	23
Fire Services	CVG413930-64	034/001	Fire Rescue Station 12	24
Sheriff		Sheriffs Admin Veh Compound Bldg	Sheriffs Admin Veh Compound Bldg	23
Sheriff	CVG413930-91	Sheriffs Admin Crime Scene Bldg	Sheriffs Admin Crime Scene Bldg	23
Park & Recreation		014/010	Housing Unit/motel/rooms 164-190	3
Park & Recreation		014/004	Housing Unit/motel/front office	3
Park & Recreation		Dodgertown # 10	conference Center/Kitchen	10
Park & Recreation		014/002	executive center / Meeting Rooms	10









Park & Recreation		014/006	Tower 5 & 6	10
Park & Recreation		Dodgertown # 17	JRTC Pool Bldg pool restrooms	10
Park & Recreation		Dodgertown	pool maintenance	10
Park & Recreation			JRTC Villas	3
Park & Recreation		014/001	warehouse	10
Park & Recreation		014/003	new batting cages	10
Park & Recreation		014/009	Spring Training building	10
Sheriff	CVG413930-66	004/002	IRSO Admin/offices	8
Sheriff	CVG413930-67	004/001	IRSO Jail	24
Sheriff	CVG413930-68	004/005	IRSO garage	23
Sheriff		102B	receiving	23
Sheriff		102C	general services	23
Sheriff		102D	volunteers bldg	23
Sheriff		102E	inmate training	23
Sheriff			gas pump	23
Sheriff	CVG413930-69	041C	Warehouse/Video Visitation- Indian River jail	6
Sheriff	CVG413930-70	004/004	Jail-housing unit including overhead canopy covering walkway	24
Sheriff	CVG413930-118	R	Special Operations	8

Park & Recreation		014/005	ticket office	10
Park & Recreation			New Concession Building	
Park & Recreation		014/008	stadium garage/warehouse	10
Park & Recreation		Dodgertown # 13	Stadium first base concession	10
Park & Recreation		Dodgertown # 14	Stadium Third Base Concession	10
Park & Recreation		Dodgertown # 15	Press Box/Main Concession	10
Park & Recreation		014/007	stadium 3rd base restroom	10
General Government		008/001	Emergency Operations Center -Transmission Bldg incl AVI for the Tower	23
General Government			EOC Tower	23
General Government	CVG413930-83	added 7/25/07	Emergency Operations Center incl fence. Edp incl Seb. PD comm equip	23
General Government	CVG413930-82	010/001	Offices	8
General Government	CVG413930-79	added 8-30-06	Admin Bldg	8
General Government	CVG413930-80	006/001	Warehouse	6
General Government		006/002	fencing, lighting, signs, flagpole, antenna	23
General Government	CVG413930-81		Offices	23
Transportation	CVG413930-97	IR Transit Admin	Admin building	8
Transportation		IR Transit Admin	Fleet Maintenance	23
Fire Services			Fire Station 13 / fleet maintenance	24

Fire Services			Fire Station 13 / fleet maintenance	24
Fire Services	CVG413930-65		Fire Station 13 - Emergency Services	24
General Government		019D	office bldg D	8
General Government		017/004	office bldg E	8
General Government	CVG413930-77	017/001	R&B complex bldg A	8
General Government		017/002	R&B complex bldg B	23
General Government		017/003	R&B complex bldg C	23
Park & Recreation		21	pressbox	10
Park & Recreation		98	restroom	10
Park & Recreation	CVG413930-92	018/001	Occupant: Progressive Civic League of FL, Inc	10
Parks & Recreation	CVG413930-87	035/001	Gifford pool	25
Parks & Recreation		115	Office/locker room	10
Parks & Recreation			locker room	10
General Government		013/001	Com Bldg	23
Park & Recreation		35	Clubhouse	10
Park & Recreation		37	Cart barn	10
Park & Recreation		38	Storage	10
Park & Recreation		035A	pro shop	10
Park & Recreation		035B	garage	10
Fire Services		020/001	Fire Training Tower	23
General Government		005/001	Fleet	7
Park & Recreation		008A	restroom	10
Park & Recreation		6	lake restroom	10
Park & Recreation		006A	park offices	10
Park & Recreation		7	storage sheds	10
Park & Recreation		10	pavilion	10
Park & Recreation		117	picnic pavillion	10
Park & Recreation			Kiwanis Hobart Park Walking Bridge	10
Park & Recreation			Kiwanis Hobart Park Playground	10
Park & Recreation	CVG413930-96	Parks Maintenance Complex	Admin "A" Bldg	8
Park & Recreation		Parks Maintenance Complex	Maintenance Bldg "B"	10
Park & Recreation			Storage Bays	10

Park & Recreation			Kiwanis Hobart Park Restrooms & Pavillions		
Park & Recreation			Kiwanis Hobart Park Playground		
Sheriffs Office				SIU Location	
Park & Recreation		8	pressbox		10
General Government		ADDED 8.24.10	Brackett Library @ Indian River State College Mueller Campus		23
Fire Services	CVG413930-62	032/001	Station 10		24
Sheriff		added 7/25/07	Sheriff's Substation		23
Sheriff			sheriff substation -IR mall loc		23
Sheriffs Office			Victims Advocate Mall location		
Fire Services	CVG413930-57	027/001	Station 5		24
General Government		41	Offices		8
Heath		21	group home		4
Fire Services	Fire CVG413930-121		Fire Station 14	Fire Station	24
Transportation			2 shelters both side of 6th Ave		23
Transportation			2 shelters (both sides of 6th)		23
Park & Recreation		added 11.3.08	Main Residence	100% House, Single Family	10
Park & Recreation		added 11.3.08	Guest Cottage	100% House, Single Family	10
Park & Recreation		added 11.3.08	Historic Fruit Stand	100% Concession Stand	10
Park & Recreation			parking, new restroom, cottage repairs, screw pump, boardwalks	100% Concession Stand	10
Conservation			Jones' Pier Conservation Area	Home, Cottage, Observation Deck	
Park & Recreation		added 11.3.08	guest cottage		10
Park & Recreation		added 11.3.08	utility shed		10

Park & Recreation	CVG413930-93	103	Expo Building exhibit hall	10
Park & Recreation		015/001	Concession stand	10
Park & Recreation			soccer lights & poles & scoreboard at the Fairground	10
Park & Recreation			Referee Shed	10
Park & Recreation		105	Tool Shed	10
Park & Recreation	CVG413930-94	103A	pavilion	10
Park & Recreation		015/002	restrooms Fairground Campgrounds	10
Park & Recreation		105A	education bldg	10
Park & Recreation	CVG413930-95	94	agriculture pavillion	10
Park & Recreation		122	restroom	10
Park & Recreation		124	pressbox	10
Park & Recreation		33	garage	10
Park & Recreation		96	Tracking Station restroom	10
Park & Recreation		121	pressbox	10
Conservation			Captain Forster Hammock Preserve	Restroom, Cottage
Park & Recreation		118	pressbox	10
Park & Recreation		118	Wabasso Scrub boardwalk/overlook	10
Conservation			Indian River Lagoon Greenway Boardwalks, Parking	1000+' Boardwalk, Observation Deck, Crossover
Parks & Recreation	CVG413930-88	022/002	Act. Pool North County Acquatic Center	25
Parks & Recreation	CVG413930-89	022/003	Comp pool	25
Parks & Recreation			control room	10
Parks & Recreation		111C	pressbox/restroom/concession	10
Parks & Recreation		111D	shed	10
Parks & Recreation		109	power house	10

Parks & Recreation	CVG413930-90	022/001	aquatic ctr	10
Parks & Recreation			2 small picnic shelters	10
Parks & Recreation			playground	10
Transportation		Go Line Bus Shelters-Phase 1	Cumberland Farms Convenience Store site - field office	23
Transportation		Go Line Bus Shelters-Phase 2	2 shelters both sides of CR 512	23
		22589A		
Transportation			1 shelter, North side of 512	23
		5258A		
Transportation			1 shelter (north side of 45th)	23
Transportation			1 shelter westbound	23
Transportation			1 shelter across from Guy Colley's Grocery	23
Transportation			1 shelter east bound	23
Transportation			1 shelter northbound	23
Transportation			1 shelter in front of library	23
		5382B		
Conservation			Joe Earman Island	2 Pavillions & 1 Decked Walkway
Transportation		Go Line Bus Shelters-Phase 3 (valued \$12K each)	3 shelters North side of Pro Flite Dr	23
Transportation			1 shelter east bound	23
Transportation			2 shelters both sides of Oslo Road	23
Transportation			1 shelter southbound	23
Park & Recreation				10
Park & Recreation		Dodgertown	scoreboard, stadium lights, fencing and lighting	10
Transportation			1 shelter, South side of 21st	23
		5188D		
		5188B		
		5188C		
		29649G		

Transportation		1 shelter, North side of 21st	23
	6303A		
Transportation		2 shelters both sides of Main St	23
Transportation		2 shelters (East and West side of Roseland)	23
Transportation		1 shelter (west side of US1)	23
Transportation		1 shelter (East side of US1)	23
Transportation		1 shelter	23
	004/003		
	012/001		
General Government	106E		
Parks & Recreation	111B		10
Park & Recreation	Gifford Community Center	Educational/recreation Ctr	Gifford Youth Achievement Ctr (GYAC) 10
Fire Services		2 modular buildings for temporary fire rescue station staff housing	23
		Hobart Tower - Equipment, Generator & Transfer switch	
		Egret Marsh Tower - Tower, Equipment, Building, Generator and Transfer Switch	
		Baily Road Tower (North) - Tower, Equipment, Bldg, Generator & Transfer Switch	
		South Tower (1200 block of Old Dixie) - Tower, Equipment, Bldg, Generator and Transfer Switch	
Sheriff		Fences, Gates, Electronic Components for Gates, Wiring	
		Oyster Bar Marsh Conservation Area boardwalks, parking	
		Kroegel Homestead Conservation - parking, pavilion, barns	
		Fleet Fuel Canopy	
		New Roof	
Park & Recreation	Victor Hart Recreational Complex	Educational Expansion Hall	23
Park & Recreation	Victor Hart House	Victor Hart House at Victor Hart Recreational Complex	Residential Home used by Sheriff's Office

2023 Bulding values are 5%

Street Address	City	State	Zip	Latitude	Longitude	Appraisal Date
1001 CR 512	Sebastian	FL	32958	N 27.77792658	W -80.49730225	11/18/2019
101 Hwy A1A	Vero Beach	FL	32963	N 27.60286655	W -80.33966554	11/19/2019
10240 Hwy A1A	Vero Beach	FL	32963			
10240 Hwy A1A	Vero Beach	FL	32963			
1028 20 Pl	Vero Beach	FL	32960			
10350 N A1A	Vero Beach	FL	32963			
10350 N A1A	Vero Beach	FL	32963			
1185 Roseland Road	Vero Beach	FL	32963			
10455 102nd Terrace	Sebastian	FL	32958			
10455 102nd Terrace		FL	32958			
10455 102nd Terrace		FL	32958			
10455 102nd Terrace		FL	32958			
10455 102nd Terrace		FL	32958			
10455 102nd Terrace		FL	32958			
1115 Barber St	Sebastian	FL	32967	N 27.77804154	W -80.48688446	11/18/2019
11300 N A1A	Vero Beach	FL	32963			
11602-04 US Hwy 1	Sebastian	FL	32958			

11610-11612 US Hwy 1 Sebastian FL 32958

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11640 US Hwy 1 Sebastian FL 32958

11805 Roseland Rd Roseland FL 32958

11805 Roseland Rd Roseland FL 32958

11805 Roseland Rd Roseland FL 32958

1215 82 Ave Vero Beach FL 32966

1225 16th Street Vero Beach FL 32960

N 27.63152780	W -80.39518390	11/19/2019
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12315 Roseland Rd Roseland FL 32958

12315 Roseland Rd Roseland FL 32958

12315 Roseland Rd Roseland FL 32958

12925 83 Ave Roseland FL 32958

1296 Main Street Sebastian FL

12973 83rd Ave Roseland FL 32958

27.83566	-80.49581	

12973 83rd Ave Roseland FL 32958

13550 Roseland Rd Sebastian FL 32958

N 27.83795961 W -80.48855388 11/18/2019

1500 9 Street SW Vero Beach FL 32962

N 27.58772419 W -80.40133354 11/19/2019

1500 Old Dixie Hwy Vero Beach FL 32960

N 27.62953153	W -80.39561066	11/18/2019

1500 Old Dixie Hwy Vero Beach FL 32960

1590 9th Street W, Vero Beach FL 32962

N 27.58854070	W -80.40300450	11/18/2019
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16 St @ 20 Ave Vero Beach FL 32960

16 St @ 20 Ave Vero Beach FL 32960

16 St @ 20 Ave Vero Beach FL 32960

16 St @ 20 Ave Vero Beach FL 32960

16 St @ 20 Ave Vero Beach FL 32960

16 St @ 20 Ave Vero Beach FL 32960

1600 21 St Vero Beach FL 32960

N 27.64057405 W -80.40193105 11/20/2019

1612 20th Street Vero Beach FL 32960

1725 17 Ave	Vero Beach	FL	32960			
1740 N. Indian River Drive	Sebastian	FL	32958			
1760 29th Street	Sebastian	FL				
1800 27th Street	Vero Beach	FL	32960	N 27.64722087	W -80.40294437	11/18/2019

1801 27th Street	Vero Beach	FL	32960	N 27.64647381	W -80.40354991	11/18/2019
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1820 CR 510 @ A1Ah	Vero Beach	FL				
1820 Wabasso Beach Rd	Vero Beach	FL	32967			

1820 Wabasso Beach Rd	Vero Beach	FL	32967			
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1820 Wabasso Beach Rd	Vero Beach	FL	32967			
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1860 82 Ave	Vero Beach	FL	32966			
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1872 94th Dr Unit C140	Vero Beach	FL				
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1900 27 St	Vero Beach	FL	32960	N 27.64719762	W -80.40403548	11/18/2019
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1919-1931 US Highway 1	Sebastian	FL	32958	N 27.82837750	W -80.47910700	11/19/2019
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1955 S. Highway A1A						
1990 25TH STREET	Vero Beach	FL	32960	N 27.64519141	W -80.40473146	11/20/2019

200 9th Street SE	Vero Beach	FL				
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2000 16 Ave	Vero Beach	FL	32960	N 27.63933457	W -80.40110423	11/20/2019
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2000 16 Ave	Vero Beach	FL	32960	N 27.63950781	W -80.40170169	11/20/2019
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2200 S A1A	Vero Beach	FL	32963			
2200 S A1A	Vero Beach	FL	32963			

2520 Airport Dr N, Vero Beach FL

2525 St. Lucie Ave Vero Beach FL 32960

N 27.63914008	W -80.39416466	11/20/2019
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2555 93 St Wabasso FL 32968

N 27.76300965	W -80.40830082	11/18/2019
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2726 45 St Vero Beach FL 32967

2880 45th Street Vero Beach FL 32967

2900 43 Ave Vero Beach FL 32960

N 27.64947000	W -80.42944502	11/20/2019
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3105 Wabass Bridge Road Wabasso Causeway FL 32967

3301 Bridge Plaza Dr Vero Beach FL 32963 N 27.65233744 W -80.37018682 11/19/2019

3301 Bridge Plaza Dr Vero Beach FL 32964

N 27.65233745	W -80.37018683	

357th Street - 777 Medical Building FL

3620 49th St Vero Beach FL 32967 N 27.68330244 W -80.42218743 11/19/2019

3885 41st Street Vero Beach FL 32967

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3885 41st Street, Vero Beach FL 32967 N 27.66730559 W -80.42397980 11/19/2019

3901 Aviation Blvd Vero Beach FL 32960

3901 Aviation Blvd Vero Beach FL 32960

3901 Aviation Blvd Vero Beach FL 32960

3901 Aviation Blvd Vero Beach FL 32960

3901 Aviation Blvd	Vero Beach	FL	32960			
3901 Aviation Blvd	Vero Beach	FL	32960			
3901 Aviation Blvd	Vero Beach	FL	32960			
3902 Aviation Blvd	Vero Beach	FL	32960			
4001 Aviation Blvd	Vero Beach	FL	32960			
4003 Aviation Blvd	Vero Beach	FL	32960			
4003 Aviation Blvd	Vero Beach	FL	32960			
4055 41 Ave	Vero Beach	FL	32966	N 27.66723367	W -80.42781233	11/19/2019
4055 41 Ave	Vero Beach	FL	32966	N 27.66520218	W -80.42744087	11/19/2019
4055 41 Ave	Vero Beach	FL	32966	N 27.66645426	W -80.42734016	11/19/2019
4055 41 Ave	Vero Beach	FL	32966			
4055 41 Ave	Vero Beach	FL	32966			
4055 41 Ave	Vero Beach	FL	32966			
4055 41 Ave	Vero Beach	FL	32966			
4055 41 Ave	Vero Beach	FL	32966			
4055 41 Ave	Vero Beach	FL	32966	N 27.66580572	W -80.42752213	11/19/2019
4055 41st Ave- Bldg E	Vero Beach	FL	32966	N 27.66496711	W -80.42598111	11/19/2019
4055 41st Street - Bldg R	Vero Beach	FL	32967	N 27.66655444	W -80.42472166	11/19/2019

4101 Aviation Blvd	Vero Beach	FL	32960			
4101 Aviation Blvd	Vero Beach	FL	32960			
4101 Aviation Blvd	Vero Beach	FL	32960			
4101 Aviation Blvd	Vero Beach	FL	32960			
4101 Aviation Blvd	Vero Beach	FL	32960			
4101 Aviation Blvd	Vero Beach	FL	32960			
4101 Aviation Blvd	Vero Beach	FL	32960			
4225 43rd Ave	Vero Beach	FL	32967			
4225 43rd Ave	Vero Beach	FL	32967			
4225 43rd Ave	Vero Beach	FL	32967	N 27.67064328	W -80.43089248	11/18/2019
4305 43 Ave	Vero Beach	FL	32967	N 27.67184633	W -80.43029149	11/18/2019
4350 41st St,	Vero Beach	FL	32967	N 27.66896245	W -80.43085753	11/20/2019
4350 41st St,	Vero Beach	FL	32967	N 27.66909109	W -80.43186743	11/20/2019
4350 41st St,	Vero Beach	FL				
4375 43 AveL	Vero Beach	FL	32967	N 27.67262234	W -80.43029679	11/18/2019
4385 43rd Ave		FL	32967	N 27.67327060	W -80.43033590	11/18/2019
4395 43rd Ave		FL	32967			
4440 4th Street	Vero Beach	FL	32968			

4440 4th Street	Vero Beach	FL				
4440 4th Street	Vero Beach	FL	32968	N 27.60971162	W -80.43159636	11/20/2019
4548 41st St	Vero Beach	FL	32966			
4548 41st St	Vero Beach	FL	32966			
4550 41 St	Vero Beach	FL	32966	N 27.66964586	W -80.43356679	11/20/2019
4550 41st St	Vero Beach	FL	32966			
4550 41st St	Vero Beach	FL	32966			
4715 43rd Ave	Vero Beach	FL	32967			
4715 43rd Ave	Vero Beach	FL	32967			
4855 43RD Ave	Vero Beach	FL	32967	N 27.68198830	W -80.43017460	11/18/2019
4895 43rd Ave	Vero Beach	FL	32967	N 27.68197096	W -80.43168125	11/19/2019
4895 43rd Ave	Vero Beach	FL	32967			
4895 43rd Ave	Vero Beach	FL	32967			
501 Rockridge Rd (16th St),	Vero Beach	FL	32960			
5300 73 Ave	Vero Beach	FL	32967			
5300 73 Ave	Vero Beach	FL	32967			
5300 73 Ave	Vero Beach	FL	32967			
5300 73 Ave	Vero Beach	FL	32967			
5300 73 Ave	Vero Beach	FL	32967			
5300 73 Ave	Vero Beach	FL	32967			
5300 73 Ave	Vero Beach	FL	32967			
5325 41 St	Vero Beach	FL	32966			
5350 77 St	Vero Beach	FL	32967			
5350 77 St	Vero Beach	FL	32967			
5350 77 St	Vero Beach	FL	32967			
5350 77 St	Vero Beach	FL	32967			
5350 77 St	Vero Beach	FL	32967			
5350 77 St	Vero Beach	FL	32967			
5350 77 St	Vero Beach	FL	32967			
5350 77 St	Vero Beach	FL	32967			
5350 77 St	Vero Beach	FL	32967			
5350 77 St	Vero Beach	FL	32967			
5350 77 St	Vero Beach	FL	32967			
5350 77 St	Vero Beach	FL	32967			
5500 77th St	Vero Beach	FL	32967	N 27.73431694	W -80.44278197	11/18/2019
5500 77th St	Vero Beach	FL	32967			
5500 77th St	Vero Beach	FL	32967			

5555 77 St	Vero Beach	FL	32967			
5555 77 St	Vero Beach	FL	32967			
5585 US Highway 1, Suite 1 &2	Vero Beach	FL	32967			
5790 77 St	Vero Beach	FL	32967			
6155 College Lane	Vero Beach	FL	32966			
62 N Broadway	Fellsmere	FL	32978	N 27.77018422	W -80.60157437	11/18/2019
6200 20 St.,Room 471	Vero Beach	FL	32966			
6200 20th St Room 471	Vero Beach	FL	32966			
6200 20th Street, Unit 860	Vero Beach	FL	32966			
6540 Old Dixie Hwy	Vero Beach	FL	32967	N 27.71279676	W -80.42027610	11/18/2019
6580 US Hwy 1	Vero Beach	FL	32967			
6580 US Hwy 1	Winter Beach	FL	32967			
6780 26th Street	Vero Beach	FL	32967	N 27.64673256	W -80.46639158	11/19/2019
6th Ave & 8th Street		FL				
6th Avenue-Gardenia Gardens		FL				
7770 Jungle Trail	Vero Beach	FL	32963	N 27.73480400	W -80.39330100	6/8/20
7770 Jungle Trail	Vero Beach	FL	32963	N 27.73501000	W -80.39316100	6/8/20
7770 Jungle Trail	Vero Beach	FL	32963	N 27.73486300	W -80.39311300	6/8/20
7770 Jungle Trail	Vero Beach	FL	32963			
7770 Jungle Trail	Vero Beach	FL				
7790 Jungle Trail	Vero Beach	FL	32963			
7790 Jungle Trail	Vero Beach	FL	32963			

7955 58 Ave	Vero Beach	FL	32967	N 27.73871278	W -80.44788113	11/18/2019
7955 58 Ave	Vero Beach	FL	32967			
7955 58 Ave	Vero Beach	FL	32967			
7955 58 Ave	Vero Beach	FL	32967			
7955 58 Ave	Vero Beach	FL	32967			
7955 58 Ave	Vero Beach	FL	32967	N 27.73796260	W -80.44794550	11/18/2019
7955 58 Ave	Vero Beach	FL	32967			
7955 58 Ave	Vero Beach	FL	32967			
7955 58 Ave	Vero Beach	FL	32967	N 27.73984753	W -80.44889500	11/18/2019
800 20 Ave SW	Vero Beach	FL	32962			
800 20 Ave SW	Vero Beach	FL	32962			
800 20 Ave SW	Vero Beach	FL	32962			
800 46 Pl- North A1A	Vero Beach	FL	32963			
8020 129 Ct	Roseland	FL	32958			
8650 Jungle Trail	Vero Beach	FL	32963			
8900 64 Ave	Vero Beach	FL	32967			
8900 64 Ave	Vero Beach	FL	32967			
8th Street & Indian River Boulevard	Vero Beach	FL				
9450 CR 512	Sebastian	FL	32958	N 27.76859878	W -80.52002662	11/18/2019
9450 CR 512	Sebastian	FL	32958	N 27.76818709	W -80.52042656	11/18/2019
9450 CR 512	Sebastian	FL	32958			
9450 CR 512	Sebastian	FL	32958			
9450 CR 512	Sebastian	FL	32958			
9450 CR 512	Sebastian	FL	32958			

9450 CR 512 Sebastian FL 32958 N 27.76859246 W -80.52053391 11/18/2019

9450 CR 512 Sebastian FL 32958

9450 CR 512 Sebastian FL 32958

Aquatic Centers FL

Blanket throughout County FL

CORNER OF 9TH Street SW & 27th Ave SW FL

CR 512-Treasure Coast Comm Heath & Project Hope, Fellsmere, FL FL

EXTEND TRACKING STATION BEACH ACCESS RAMP Fellsmere S.R. 512 in front of Dollar General FL

FIRE STATION #2 BOAT RAMP General Offices FL

Gifford- 45th St and 40th Ave FL

Gifford Youth Activity Center 49th St FL

Golf FL

Guy Colley's Grocery-45th St & 33rd Ave FL

Indian River Charter School- College Lane FL

Indian River Medical Center FL

Indian River State College-Brackett Library FL

LAGOON GRWY BOARDWALK & OBSERVATION DECK

Lost Tree Islands FL

Main Transit Hub-Pro Flite Drive FL

North County Hub-Dryden Ave FL

Oslo Road-Treasure Coast Comm Health FL

Parc 24 - Indian River Blvd FL

Parks FL

Property in the Open FL

Publix Miracle Mile 21st Street FL

ROUND ISLAND BOARD WALK INSTALLATION
ROUND ISLAND BOAT RAMP
ROUND ISLAND FISHING DECKS WITH BENCHES
ROUND ISLAND RIVERSIDE PARK BOARDWALK

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N 27.66730559 W -80.42397980

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Runners Depot 21st Street FL
 SEBASTIAN CANOE LAUNCH
 Sebastian Post Office-Main St & Powerline Rd FL
 Sebastian Roseland Road @ S.R. 512 FL
 Sebastian US1 & Jefferson FL
 Sebastian US1 & Main FL
 Sunrise Apts - Fellsmere FL
 FL
 FL
 FL
 FL

Sebastian FL

4875 43rd Ave	Vero Beach	FL	32967	N - 27.6820	W - 80.4302
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FL

4055 41st Street Vero Beach FL 32967

1955 S Highway A1A

11296 Indian River Drive Sebastian FL 32958 27.80005 -80.45975

5235 41st Street Vero Beach FL

5235 41st Street Vero Beach FL

4889 43rd Avenue	Vero Beach	FL	32967		
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4715 43rd Avenue	Vero Beach	FL	32967		
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**TOTAL
VALUES**

higher than 2022 values

2023 Building Value (A)	Content Value (B)	EDP Values (C)	Outdoor Property	Business Interruption Value (E)
\$4,431,522	\$2,425,253	Included		\$0
\$691,435	\$108,543	Included		\$0
\$227,907	\$0	\$0	\$0	\$0
\$0	\$0	\$0	\$147,035	
\$1,720,701	\$202,387	Included		\$0
\$90,825	Included	Included		\$0
\$38,218	Included	Included		\$0
\$0	Included	Included		\$83,974
\$323,512	\$28,266	Included		\$0
\$147,587	cnts incl in appr bldg 106 c cnts	\$0		\$0
\$41,466	cnts incl in appr bldg 106 c cnts	\$0		\$0
\$325,402	\$0	\$0		\$0
\$555,841	\$0	\$0		\$0
\$24,910	cnts incl in appr bldg 106 c cnts	\$0		\$0
\$1,282,050	\$203,518	Included		\$0
\$118,570	Included	Included		\$0
\$0	\$84,799	Included		\$0

\$113,954	\$226,131	\$0	\$0	
\$1,481,398	\$261,181	Included	\$0	
\$82,457	Included	Included	\$0	
\$0	Included	Included	\$0	
\$0	\$5,653	Included	\$0	
\$538,115	\$108,543	Included	\$0	
\$642,281	\$111,395	\$0	\$0	
\$98,187	Included	Included	\$0	
\$253,906	\$0	\$0	\$0	
\$14,304	\$0	\$0	\$0	
\$214,097	\$28,266	Included	\$0	
\$0	\$0	\$0	\$334,184	
\$286,650	Included	Included	\$0	
\$0	Included	Included	\$50,000	
\$1,729,681	\$197,864	\$5,570	\$0	
\$1,700,407	\$261,181	Included	\$350,000	
\$2,270,377	\$344,850	Included	\$0	
\$35,840	cnts incl in appr bldg 078 cnts	\$0	\$0	
\$12,307,113	\$423,299	\$83,546	\$0	
\$25,328	Included	Included	\$0	
\$24,776	\$0	\$0	\$0	
\$38,825	\$0	\$0	\$0	
\$34,626	\$0	\$0	\$0	
\$22,073	\$0	\$0	\$0	
\$22,073	\$0	\$0	\$0	
\$11,441,453	\$3,391,963	Included	\$0	
\$359,718	\$0	\$0	\$0	\$0

\$0	\$0	Included	\$0
\$0	\$0	\$0	\$1,113,945
\$0	\$0	\$0	\$55,670
\$18,326,861	\$2,958,922	\$863,307	\$0
\$22,444,889	\$3,520,857	\$3,865,389	\$0
\$0	\$0	\$0	\$0
\$210,634	\$20,465	\$0	\$0
\$103,012	\$0	\$0	\$0
\$0	\$0	\$0	\$204,672
\$57,792	\$226,131	\$0	\$0
\$0	\$22,613	\$0	\$0
\$8,937,321	\$876,257	Included	\$0
\$2,987,250	\$0	Included	\$0
\$0	\$0	Included	\$550,000
\$7,646	Included	\$0	\$0
\$0	\$0	\$0	\$167,092

\$45,777,269	\$3,412,314	Included	\$0
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\$8,722,851	Included	Included	\$0
\$75,680	Included	Included	\$0
\$87,974	Included	Included	\$0

\$169,348	\$39,573	\$0	\$0
\$923,552	\$133,417	Included	\$0
\$1,588,772	\$238,568	Included	\$0
\$0	\$0	Included	\$0
\$0	\$0	\$0	\$0
\$2,140,391	\$324,498	Included	\$0
\$130,681	Included	Included	\$0
\$1,896,805	\$291,709	Included	\$0
\$0			\$257,500
\$30,388	\$0	\$0	\$0
\$1,700,407	\$261,181	\$5,570	\$0
\$450,874	\$111,395	\$0	\$0
\$1,811,058	\$357,491	Included	\$0
\$0	\$90,452	\$0	\$0
\$0	\$459,046	\$0	\$0
\$436,800	\$459,046	\$0	\$0
\$74,104	\$13,568	\$0	\$0

\$0	\$0	\$0	\$0
\$6,941	\$22,613	\$0	\$0
\$0	\$5,653	\$0	\$0
\$258,258	\$0	\$0	\$0
\$0	\$28,266	\$0	\$0
\$0	\$0	\$0	\$0
\$161,910	\$465,830	\$0	\$0
\$6,598,675	\$797,111	Included	\$0
\$37,585,467	\$1,492,464	Included	\$0
\$896,244	\$364,071	Included	\$0
\$47,015	\$19,335	\$0	\$0
\$161,239	\$828,317	\$0	\$0
\$77,330	\$11,194	\$0	\$0
\$68,888	\$87,483	\$0	\$0
\$42,273	cnts incl in appr bldg 102 cnts	\$0	\$0
\$1,191,716	\$125,503	\$883,181	\$0
\$13,144,919	\$271,357	\$83,546	\$0
\$2,294,954	\$194,940	\$0	\$0

\$162,432	\$13,568	\$0	\$0
\$0	\$25,064	\$0	\$0
\$0	\$5,653	\$0	\$0
\$0	\$5,653	\$0	\$0
\$0	\$5,653	\$0	\$0
\$0	\$31,658	\$0	\$0
\$0	\$22,613	\$0	\$0
\$136,744	\$145,307	\$0	\$0
\$76,462	\$103,000		\$309,000
\$3,816,549	\$1,757,037	\$591,119	\$0
\$1,568,564	\$157,161	Included	\$0
\$1,841,097	\$222,739	\$0	\$0
\$1,688,719	\$186,558	\$0	\$0
\$197,773	\$0	\$0	\$0
\$3,346,853	\$2,402,640	Included	\$0
\$1,058,453	\$67,839	\$0	\$0
\$316,538	\$226,131	\$0	\$0
\$277,936	\$89,116	\$2,785	\$0

\$555,872	\$178,231	Included	\$0
\$1,622,088	\$55,697	Included	\$0
\$246,067	cnts incl in appr bldg 019 cnts	\$0	\$0
\$510,260	\$36,181	\$0	\$0
\$871,667	\$141,332	Included	\$0
\$320,337	\$14,699	\$0	\$0
\$354,523	\$20,352	\$0	\$0
\$54,558	Included	Included	\$0
\$90,825	\$0	\$0	\$0
\$921,368	\$150,000	\$0	\$0
\$1,133,277	Included	Included	\$0
\$192,651	\$169,598	Included	\$0
\$242,160	Included	\$0	\$0
\$130,457	\$28,266	Included	\$0
\$240,485	\$282,664	Included	\$0
\$164,012	\$226,131	Included	\$0
\$190,329	\$113,065	Included	\$0
\$270,433	cnts incl in appr bldg 035 cnts	\$0	\$0
\$424,162	\$33,920	\$0	\$0
\$250,698	\$9,045	\$0	\$0
\$0	\$282,664	Included	\$0
\$33,254	Included	Included	\$0
\$75,433	\$0	\$0	\$0
\$168,527	\$0	\$0	\$0
\$35,619	\$0	\$0	\$0
\$39,237	\$0	\$0	\$0
\$39,237	\$0	\$0	\$0
\$0	\$0	\$0	\$23,760
\$0	\$0	\$0	\$106,655
\$676,143	\$49,749	\$0	\$0
\$128,831	\$25,525	\$0	\$0
\$244,874	\$29,849	\$0	\$0

\$30,955	\$0	\$0	\$0
\$0	\$0	\$0	\$106,655
\$0	\$111,395	\$0	\$0
\$48,940	Included	Included	\$0
\$0	\$452,262	\$0	\$0
\$1,021,861	\$156,030	Included	\$0
\$0	\$22,613	\$0	\$0
\$0	\$22,613	\$0	\$0
\$0	\$22,279	\$0	\$0
\$1,700,407	\$261,181	Included	\$0
\$106,267	\$16,960	Included	\$0
\$330,466	\$0	\$0	\$0
\$2,032,798	\$13,367	\$0	\$0
\$30,388	\$0	\$0	\$0
\$29,646	\$0	\$0	\$0
\$309,671	\$0	\$0	\$0
\$115,239	\$0	\$0	\$0
\$115,239	\$0	\$0	\$0
\$2,100,000	\$0	\$0	\$0
\$0	\$0	\$0	\$100,255
\$25,323	\$0	\$0	\$0
\$3,799	\$0	\$0	\$0

\$2,301,882	\$28,266	Included	\$0
\$75,969	\$0	\$0	\$0
\$0	\$0	\$0	\$712,823
\$12,662	\$0	\$0	\$0
\$6,331	\$0	\$0	\$0
\$767,897	\$0	Included	\$0
\$165,218	\$0	\$0	\$0
\$49,659	\$0	\$0	\$0
\$1,209,193	\$0	\$0	\$0
\$109,996	Included	Included	\$0
\$75,722	Included	Included	\$0
\$33,157	\$0	\$0	\$0
\$110,126	Included	Included	\$0
\$44,781	Included	Included	\$0
\$0	\$0	\$0	\$66,837
\$0	Included	Included	\$0
\$0	Included	Included	\$69,140
\$0	\$0	\$0	\$445,578
\$1,235,727	\$0	Included	\$0
\$1,466,979	\$0	Included	\$0
\$84,631	\$186,558	Included	\$0
\$102,521	Incl in Comp room cnts values	\$0	\$0
\$28,249	Incl in Comp room cnts values	\$0	\$0
\$11,723	Incl in Comp room cnts values	\$0	\$0

\$1,038,792	\$59,925	\$0	\$0	
\$1,038,792	\$0	\$0	\$0	
\$0	\$0	\$0	\$149,438	
\$0	\$0	\$0	\$0	
\$0	\$0	\$0	\$0	\$5,000,000
\$0	\$5,653	\$0	\$0	
\$30,388	\$0	\$0	\$0	
\$0	\$0	\$0	\$42,148	
\$14,823	\$0	\$0	\$0	
\$0	\$0	\$0	\$17,008	
\$0	\$0	\$0	\$0	
\$14,823	\$0	\$0	\$0	
\$15,194	\$0	\$0	\$0	
\$0	\$0	\$0	\$0	
\$15,194	\$0	\$0	\$0	
\$15,194	\$0	\$0	\$0	
\$15,194	\$0	\$0	\$0	
\$15,194	\$0	\$0	\$0	
\$0	\$0	\$0	\$336,461	
\$0	\$0	\$0	\$44,558	
\$44,470	\$0	\$0	\$0	
\$15,194	\$0	\$0	\$0	
\$30,388	\$0	\$0	\$0	
\$15,194	\$0	\$0	\$0	
\$0	\$0	\$0	\$0	
\$0	\$0	\$0	\$0	
\$14,823	\$0	\$0	\$0	
\$0	\$0	\$0	\$58,049	
\$0	\$0	\$0	\$72,963	
\$0	\$0	\$0	\$6,238	
\$0	\$0	\$0	\$103,592	

\$14,823	\$0	\$0	\$0	
\$0	\$0	\$0	\$177,482	
\$30,388	\$0	\$0	\$0	
\$29,646	\$0	\$0	\$0	
\$14,823	\$0	\$0	\$0	
\$14,823	\$0	\$0	\$0	
\$15,194	\$0	\$0	\$0	
\$0	\$0	\$0	\$0	
\$0	\$0	\$0	\$0	
\$0	\$0	\$0	\$0	
\$0	\$0	\$0	\$0	
\$0	\$0	\$0	\$0	
\$5,250,000	\$500,000	\$0	\$0	
\$247,054	\$0	\$0	\$0	
\$0	\$0			
\$0	\$0	\$0	\$0	
\$0	\$0	\$0	\$0	
\$0	\$0	\$0	\$0	
\$0	\$0	\$0	\$0	
\$0	\$515,000	\$0	\$257,500	
\$76,462	\$370,800		\$412,000	
\$109,232	\$515,000		\$782,800	
\$109,232	\$515,000		\$782,800	
\$109,232	\$0	\$0	\$0	\$0
\$0	\$0	\$0	\$550,000	\$0
\$0	\$0	\$0	\$300,000	\$0
\$0	\$0	\$0	\$118,485	\$0
\$1,575,000	\$0	\$0	\$0	\$0
\$3,057,600	\$300,000	\$200,000	\$0	\$0
\$294,000	\$0	\$0	\$0	\$0

\$279,275,864

\$38,333,989

\$6,584,013

\$9,466,297

\$5,000,000

Total Insured Values =A+B+C+D+E	Owned or Leased	Year Built	Year Upgrade (roof/walls)
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\$6,856,775	Owned	1993	
\$799,978	Owned	1986	
\$227,907	Owned	2008-2009	
\$147,035	Owned	2008-2009	
\$1,923,088	Owned	1963	
\$90,825	Owned		
\$38,218	Owned		2021
\$83,974	Owned		2019
\$351,779	Owned	2001	2020
\$147,587	Owned	2001	
\$41,466	Owned	2001	
\$325,402	Owned	2001	
\$555,841	Owned	2001	
\$24,910	Owned	2001	
\$1,485,568	Owned	1984/2005	
\$118,570	Owned		2020
\$84,799	Owned		

\$340,085	Owned		
\$1,742,579	Owned	2007	
\$82,457	Owned		
\$0	Owned		
\$5,653	Owned		
\$646,658	Owned	1986	
\$753,676	Owned	2017	2017
\$98,187	Owned		2020
\$253,906	Owned		
\$14,304	Owned		
\$242,363	Owned		
\$334,184			
\$286,650	Owned		2022
\$50,000	Owned		2022
\$1,933,115	Owned	2009	
\$2,311,588	Owned	2007	
\$2,615,226	Owned	2016	
\$35,840	Owned		
\$12,813,958	Owned	2016	
\$25,328	Owned		
\$24,776	Owned		
\$38,825	Owned		
\$34,626	Owned		
\$22,073	Owned		
\$22,073	Owned		
\$14,833,416	Owned	1991	
\$359,718	Owned	1949	

\$0	Owned	FEMA	
\$1,113,945	Owned		
\$55,670	Owned	2022	
\$22,149,090	Owned	2007	
\$29,831,135	Owned	2007	
\$0	Owned		
\$231,099	Owned	2009	2020
\$103,012	Owned	2009	2020
\$204,672	Owned	2009	
\$283,923	Owned	2007	
\$22,613	Owned		
\$9,813,578	Owned	1991	
\$2,987,250	Owned	2002	2018
\$550,000	Owned	2022	
\$7,646	Owned	2016	
\$167,092			
\$49,189,583	Owned	1995	2021
\$8,722,851	Owned	1995	2021
\$75,680	Owned		
\$87,974	Owned		2020

\$208,921	Owned		
\$1,056,970	Owned	1962	
\$1,827,340	Owned	2001	
\$0	Owned	FEMA	
\$0	Owned		
\$2,464,889	Owned	2006	
\$130,681	Owned		
\$2,188,514	Owned	2008	
\$257,500			
\$30,388	Owned	2011	
\$1,967,158	Owned	2009	
\$562,268	Owned	2014	
\$2,168,549	Owned	2014	
\$90,452	Owned	1972	
\$459,046	Owned	1972	
\$895,846	Owned	1975	2021
\$87,672	Owned	1988	2022

\$0	Owned	1988	
\$29,554	Owned	1995	2021
\$5,653	Owned	1995	
\$258,258	Owned		2020
\$28,266	Owned	1972	
\$0	Owned	2001	
\$627,740	Owned	2001	2020
\$7,395,786	Owned	1987	
\$39,077,930	Owned	1987	2019
\$1,260,315	Owned	1987	
\$66,350	Owned	1987	
\$989,556	Owned	1987	
\$88,524	Owned	1987	
\$156,371	Owned	1987	
\$42,273	Owned	1987	
\$2,200,400	Owned	2007	
\$13,499,822	Owned	2007	
\$2,489,894	Owned	2017	2017

\$176,000	Owned	1990	2020
\$25,064			
\$5,653	Owned	1970	
\$5,653	Owned	1988	
\$5,653	Owned	1988	
\$31,658	Owned	1953	
\$22,613	Owned	1980	
\$282,052	Owned	2007	
\$488,462	Owned		
\$6,164,705	Owned	2007	
\$1,725,725	Owned	2006	
\$2,063,836	Owned	2006	
\$1,875,277	Owned	2006	
\$197,773	Owned		
\$5,749,493	Owned	2006	
\$1,126,292	Owned	2012	
\$542,669	Owned	2012	
\$369,836	Owned	1950	

\$734,103	Owned	2013
\$1,677,785	Owned	2015
\$246,067	Owned	2004
\$546,441	Owned	1996
\$1,012,999	Owned	2004
\$335,036	Owned	2004
\$374,874	Owned	2004
\$54,558	Owned	
\$90,825	Owned	
\$1,071,368	Owned	1990
\$1,133,277	Owned	2000
\$362,249	Owned	2000
\$242,160	Owned	2000
\$158,723	Owned	
\$523,149	Owned	1986
\$390,143	Owned	1986
\$303,394	Owned	1986
\$270,433	Owned	1986
\$458,081	Owned	1986
\$259,743	Owned	2008
\$282,664	Owned	
\$33,254	Owned	
\$75,433	Owned	
\$168,527	Owned	
\$35,619	Owned	
\$39,237	Owned	
\$39,237	Owned	
\$23,760	Owned	2022
\$106,655	Owned	2022
\$725,892	Owned	2010
\$154,356	Owned	2010
\$274,723	Owned	2010

\$30,955	Owned		2020
\$106,655	Owned	2022	
\$111,395			
\$48,940	Owned		
\$452,262	Owned	2010	
\$1,177,891	Owned	1980	
\$22,613	Owned		
\$22,613	Owned		
\$22,279			
\$1,961,588	Owned	2007	
\$123,227	Owned		
\$330,466	Owned		
\$2,046,166	Owned	2017	2017
\$30,388	Owned	2011	
\$29,646	Owned	2014	
\$309,671	Owned	1907	
\$115,239	Owned	1921	
\$115,239	Owned	1907	
\$2,100,000	Owned	2022	
\$100,255			
\$25,323	Owned	1947	
\$3,799	Owned	1959	

\$2,330,148	Owned	2000	
\$75,969	Owned	2001	
\$712,823	Owned		
\$12,662	Owned	1996	
\$6,331	Owned	2007	
\$767,897	Owned	2000	
\$165,218	Owned		2021
\$49,659	Owned		
\$1,209,193	Owned	2000	
\$109,996	Owned		
\$75,722	Owned		
\$33,157	Owned		
\$110,126	Owned		2020
\$44,781	Owned		
\$66,837	Owned		
\$0	Owned		
\$69,140	Owned		2022
\$445,578			
\$1,235,727	Owned	2004	2020
\$1,466,979	Owned	2004	
\$271,188	Owned	2004	
\$102,521	Owned	2005	
\$28,249	Owned	2005	
\$11,723	Owned	2005	

\$1,098,716	Owned	2004
\$1,038,792	Owned	2005
\$149,438	Owned	2022
\$0	Owned	
\$5,000,000		
\$5,653	Owned	1995
\$30,388	Owned	2011
\$42,148		
\$14,823	Owned	2014
\$17,008		
\$0	Owned	
\$14,823	Owned	2014
\$15,194	Owned	2011
\$0	Owned	
\$15,194	Owned	2011
\$15,194	Owned	2011
\$15,194	Owned	2011
\$15,194	Owned	2011
\$336,461		
\$44,558		
\$44,470	Owned	2014
\$15,194	Owned	2011
\$30,388	Owned	2011
\$15,194	Owned	2011
\$0	Owned	
\$0	Owned	
\$14,823	Owned	2014
\$58,049		
\$72,963		
\$6,238		
\$103,592		

\$14,823	Owned	2014	
\$177,482			
\$30,388	Owned	2011	
\$29,646	Owned	2014	
\$14,823	Owned	2014	
\$14,823	Owned	2014	
\$15,194	Owned	2011	
\$0	Owned		
\$0	Owned		
\$0	Owned		
\$0	Owned		
\$5,750,000	Owned	1998	2017 Roof
\$247,054	Owned		
\$0			
\$0			
\$0			
\$0			
\$772,500	Leased		
\$859,262	Owned		
\$1,407,032	Owned		
\$1,407,032	Owned		
\$109,232	Owned		
\$550,000	Owned	2022	
\$300,000	Owned	2022	
\$118,485	Owned		2022
\$1,575,000	Owned		2022
\$3,557,600	Owned	2019	
\$294,000	Owned	2007	

\$338,660,163

ADDITIONAL C.O.P.E. INFORMATION

ISO FIRE Construction Type	Exterior Wall Construction	RMS Constuction Code	Number of Stories	Gross Square Footage	Flood Zone
2: Joisted Masonry			2	1	25,304
2: Joisted Masonry			2	1	3,192 x/ae
4: Masonry Non-Combustible			2	1	Yes
2: Joisted Masonry			2		Yes
6: Fire Resistive		3A1	1	8,641	x
2: Joisted Masonry		2	1	728	A
1: Frame		1	1	3,310	x/a
2: Joisted Masonry		2	1	1,400	x/a
3: Non-Combustible		4A	1	1,500	x/a
1: Frame		1	1	3,750	x/a
1: Frame		1	1	5,000	x/a
1: Frame		1	1	696	x/a
2: Joisted Masonry			2	1	5,979 x
1: Frame		1	1	640	ao/ve, x
4: Masonry Non-Combustible		4A1	1		x/ae

			2,507	x/ae
2: Joisted Masonry	2	2	7,642	x
2: Joisted Masonry	2	1	528	ae
2: Joisted Masonry	2	1		ae
1: Frame	1	1		ae
2: Joisted Masonry	2	1	3,192	x
2: Joisted Masonry	2	1	1,700	
2: Joisted Masonry	2	1	800	ae
1: Frame	1	1	2,212	ae
1: Frame	1	1	400	ae
2: Joisted Masonry	2	1	1,960	x/ae
2: Joisted Masonry	2	1	7,800	
2: Joisted Masonry	2	1	7,642	x
4: Masonry Non-Combustible	4A- Steel Frame	1	10,106	x
1: Frame	1	1	1,020	x
3: Non-Combustible	4B	1	41,000	
2: Joisted Masonry	2	2	320	x
2: Joisted Masonry	2	2	320	x
2: Joisted Masonry	2	2	480	x
3: Non-Combustible	4A	1	350	x
1: Frame	1	1	720	x
1: Frame	1	1	720	x
4: Masonry Non-Combustible	4A	2	48,701	x
		1	2,100	X

1: Frame	1	1	5,764	x
4: Masonry Non-Combustible	4A	2	78,735	
5: Modified Fire Resistive	3B	2	94,661	
2: Joisted Masonry	2	1	867	
			400 sq foot each	
1: Frame	1		263 feet	
			3,600	
		1	1,668	
5: Modified Fire Resistive	3B	2	39,858	x
4: Masonry Non-Combustible	4A	1	18,000	
6: Fire Resistive	3A	1	1	
6: Fire Resistive	3A	3	161,102	x
6: Fire Resistive	3A	2	142,500	x
2: Joisted Masonry	2	1	476	ae
2: Joisted Masonry	2	1	476	ae

6: Fire Resistive	3A	1	5,713	x
2: Joisted Masonry	2	1	6,993	ae
modular		1		
6: Fire Resistive	3A	1	9,512	x
2: Joisted Masonry	2	1	770	
2: Joisted Masonry	2	1	8,560	ae
4: Masonry Non-Combustible	2			
2: Joisted Masonry	2	1	7,642	
2: Joisted Masonry	2	1	11,000	
3: Non-Combustible	4B	1	12,996	
2: Joisted Masonry	2	1	10,330	no
2: Joisted Masonry	2	1	32,088	no
5: Modified Fire Resistive	4A1	1	27,397	no
1: Frame	1	1	15,673	no

4: Masonry Non-Combustible	4A1	2	450	no
1: Frame	1	1	360	no
2: Joisted Masonry	2	1	1,035	no
2: Joisted Masonry	2	1	32,088	no
1: Frame	1	1	14,175	no
rigid steel frame roof/no ceiling, open sided		1	9,400	no
5: Modified Fire Resistive	4A1	2	27,836	no
6: Fire Resistive	3A	1	34,575	x
4: Masonry Non-Combustible	4A	2	137,721	x
4: Masonry Non-Combustible	4A	1	9,112	x
frame		1	777	
frame		1	2,016	
frame		1	864	
frame		1	1,100	
3: Non-Combustible	4A	1	800	x
3: Non-Combustible	4B	1	10,428	
4: Masonry Non-Combustible	4A	1	46,700	x
3: Non-Combustible	4B	1	16,737	

2: Joisted Masonry	2	1	7,546	no
1: Frame	1	1	1,064	no
2: Joisted Masonry	2	1	2,700	no
2: Joisted Masonry	2	1	1,225	no
4: Masonry Non-Combustible	2	2	2,418	no
2: Joisted Masonry	2	1	1,225	no
tilt wall concrete withstands 200 mph		1	288	
4: Masonry Non-Combustible	4A	1	16,050	
4: Masonry Non-Combustible	4A	1	8,969	x
4: Masonry Non-Combustible	4A1	1	9,492	x
4: Masonry Non-Combustible	4A1	1	13,600	
			3,072	x
4: Masonry Non-Combustible	4A	1	20,676	x
2: Joisted Masonry	2	1	5,165	
3: Non-Combustible	4A	1	2,858	
Non combustible		1	2,000	

			1	5,400	
2: Joisted Masonry		2	1	7,300	
1: Frame		1	1	2,310	x
2: Joisted Masonry		2	1	5,320	x
2: Joisted Masonry		2	1	6,015	x
2: Joisted Masonry		2	1	2,215	x
2: Joisted Masonry		2	1	2,935	x
2: Joisted Masonry		2	2	592	x
2: Joisted Masonry		2	1	672	x
2: Joisted Masonry		2	1	6,006	
6: Fire Resistive		3A	1	8,950	x
2: Joisted Masonry		2	1	1,356	x
2: Joisted Masonry		2	1	2,064	x
2: Joisted Masonry		2	1	1,133	
1: Frame		1	1	1,944	ae
2: Joisted Masonry		2	1	4,504	ae
2: Joisted Masonry		2	1	5,640	ae
1: Frame		1	1	2,160	ae
2: Joisted Masonry		2	1	7,137	ae
5: Modified Fire Resistive		4A1	3	3,064	
5: Modified Fire Resistive		4A1	1		x
2: Joisted Masonry		2	1	180	ae/x
2: Joisted Masonry		2	1	576	ae/x
1: Frame		1	1	1,584	ae/x
1: Frame		1	1	840	ae/x
1: Frame		1	1	2,730	ae/x
2: Joisted Masonry		2	1	2,308	ae/x
2: Joisted Masonry		2	1	3,626	no
4: Masonry Non-Combustible		4A1	1	1,334	no
4: Masonry Non-Combustible		4A1	1	3,080	

	2: Joisted Masonry		2	2	480	ve/ao
	4: Masonry Non-Combustible		4A	1	4,586	x
				1		
	2: Joisted Masonry		2	1	7,642	x
	2: Joisted Masonry		2	1	1,152	x
	2: Joisted Masonry		2	1	3,970	x
	2: Joisted Masonry		2	1	9,035	
	4: Masonry Non-Combustible		2			
	3: Non-Combustible		4A			
100% 1 - Frame	100% Siding, Wood on Frame		1	1	1,749	ae
100% 2 - Masonry/Joisted Masonry	10% Siding, Wood on Frame, 90% Stucco on Masonry		1	1	750	ae
100% 1 - Frame	100% Siding, Wood on Frame		1	1	80	ae
	2: Joisted Masonry		2	1	707	ae
	1: Frame		1	1	80	ae

3: Non-Combustible	4B	1	20,000	x
2: Joisted Masonry	2	1	800	
Lights are wind rated at 140 MPH -poles 160 MPH				
1: Frame	1	1	800	
3: Non-Combustible	4A	1	108	
3: Non-Combustible	4B	1	20,000	x
2: Joisted Masonry	2	1	1,176	x
1: Frame	1	1	444	x
3: Non-Combustible	4B	1	31,500	x
2: Joisted Masonry	2	1	728	x
2: Joisted Masonry	2	1	800	x
2: Joisted Masonry	2	1	496	x
2: Joisted Masonry	2	1	616	ve/ao
2: Joisted Masonry	2	2	648	x
2: Joisted Masonry	2	2	597	x
6: Fire Resistive	3A	1	7,332	x
6: Fire Resistive	3A	1	17,004	x
2: Joisted Masonry	2	1	575	x
2: Joisted Masonry	2	2	800	x
2: Joisted Masonry	2	1	496	x
2: Joisted Masonry	2	1	144	x

4: Masonry Non-Combustible	4A	1	5,349	x
				x
2: Joisted Masonry	2	1	3,827	
4: Masonry Non-Combustible	2			
3: Non-Combustible	4A			
3: Non-Combustible	4A			
4: Masonry Non-Combustible	2			
4: Masonry Non-Combustible	2			
4: Masonry Non-Combustible	2			
4: Masonry Non-Combustible	2			
4: Masonry Non-Combustible	2			
3: Non-Combustible	4A			
4: Masonry Non-Combustible	2			
4: Masonry Non-Combustible	2			
4: Masonry Non-Combustible	2			
3: Non-Combustible	4A			

3: Non-Combustible	4A
4: Masonry Non-Combustible	2
3: Non-Combustible	4A
3: Non-Combustible	4A
3: Non-Combustible	4A
4: Masonry Non-Combustible	2

4: Masonry Non-Combustible

2 1 1,800 No

4: Masonry Non-Combustible Stucco 1 13,765

2: Joisted Masonry Stucco 1 1,494

NOTE: Reference "Secondary Characteristics" TAB for details regarding these selections

			BUILDING UPDATES			RMS HURRICANE SECONDARY CHARACTERISTICS		
Sprinkler System	Fire Alarm	ISO Protection Class	Wiring	Plumbing	Heating & Air Conditioning	Construction Quality	Roof Covering	Roof Age

Wet-pipe

Central Station

100% Heat Pump

7: Normal shingle (55mph)

None

None

60% Heat Pump

7: Normal shingle (55mph)

n

N
N

N
N
N
N
N
N

None

Central Station

50% Forced warm/cool air

7: Normal shingle (55mph)

N

N
N

N

None

None

New 2017

New 2017

New 2017

2: Metal sheathing

1: Zero to five years

N

N

N

N

Wet-pipe

Central Station

70% Heat Pump

7: Normal shingle (55mph)

Wet-pipe

Central Station

70% Heat Pump

7: Normal shingle (55mph)

Wet-pipe

Central Station

70% Heat Pump

2: Metal sheathing

N

Wet-pipe

Central Station

100% Forced Air
9: Certified design and construction

2: Metal sheathing

1: Zero to five years

N

N

N

N

N

N

Wet-pipe

Central Station

100% Heat Pump, 100% Chilled Water

3: Built-up roof or single ply membrane roof WITH the presence of gutters

None

N

Dry-pipe Central Station 100% Heat Pump 2: Metal sheathing 1: Zero to five years

Dry-pipe Central Station 100% Heat Pump 2: Metal sheathing 1: Zero to five years

n

None Central Station 100% Roof top unit 3: Built-up roof or single ply membrane roof WITH the presence of gutters 1: Zero to five years

Wet-pipe Central Station 100% Rooftop Unit 3: Built-up roof or single ply membrane roof WITH the presence of gutters 1: Zero to five years

None 0: Unknown

Wet-pipe Central Station 90% Heat Pump & Chilled Water 3: Built-up roof or single ply membrane roof WITH the presence of gutters 1: Zero to five years

None None 0: Unknown 1: Zero to five years

N

N

None	None	100% Heat Pump	3: Built-up roof or single ply membrane roof WITH the presence of gutters
None	Central Station	70% Heat Pump	7: Normal shingle (55mph)
Wet-pipe	Central Station	70% Heat Pump	7: Normal shingle (55mph)
N			
Wet-pipe	Central Station	60% Heat Pump	7: Normal shingle (55mph)
Wet-pipe	Central Station	70% Heat Pump	7: Normal shingle (55mph)
Yes			
Wet-pipe	Protected Premises	100% Heat Pump	2: Metal sheathing
no			
no			
no			
no			

n
n
n
no
no
no
yes

None	Protected Premises			100% Rooftop unit	3: Built-up roof or single ply membrane roof WITH the presence of gutters	
Wet-pipe	Protected Premises			100% Rooftop unit	3: Built-up roof or single ply membrane roof WITH the presence of gutters	1: Zero to five years
None	Protected Premises			25% Forced Warm/cool Air, 70% Gas	3: Built-up roof or single ply membrane roof WITH the presence of gutters	
N						
N						
N						
N						
Y						
Wet-pipe	Protected Premises			100% Heat Pump	2: Metal sheathing	
Wet-pipe	Central Station			100% Roof Top Unit	2: Metal sheathing	1: Zero to five years
Wet-pipe	Protected Premises	2017	2017	2017	2: Metal sheathing	

no

no

n

n

n

n

n

None	Central Station		3: Built-up roof or single ply membrane roof WITH the presence of gutters	
None	Central Station	75% Heat Pump, 25% Ventilation	3: Built-up roof or single ply membrane roof WITH the presence of gutters	
None	Central Station	100% Heat Pump	2: Metal sheathing	
None	Central Station	15% Heat Pump	2: Metal sheathing	
None	Central Station	100% Heat Pump	3: Built-up roof or single ply membrane roof WITH the presence of gutters	
None	None	100% Heat Pump	2: Metal sheathing	2: Six to ten years

no

n

n

Wet-pipe	Central Station	70% Heat Pump	7: Normal shingle (55mph)
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N
N

None	Central Station	100% Heat Pump	7: Normal shingle (55mph)
------	-----------------	----------------	---------------------------

N
N
N
N

None	None	100% Rooftop Unit	7: Normal shingle (55mph)
------	------	-------------------	---------------------------

None			0: Unknown
------	--	--	------------

N
N
N
N
N
N
N
N
N
n

N
N
N
N
N
N

None	Central Station	100% Heat Pump	2: Metal sheathing
------	-----------------	----------------	--------------------

no
no

N								
None	None				80% Forced Warm/Cool Air			
Wet-pipe	Central Station				70% Heat Pump, 70% Chilled Water with air handling units	7: Normal shingle (55mph)		
N								
N								
Wet-pipe	Central Station	2017	2017	2017		10: Rated shingle (110mph) with secondary water resistance (SWR)	1: Zero to five years	
N	N				100% Heat Pump	100% 100% Shingles, Average Asphalt		
N	N				100% Thru-Wall Units	100% 100% Shingles, Average Asphalt		
N	N				100% None	100% 100% Steel Average		
n								
n								

Wet-pipe

Central
Station

100% Heat
Pump

2: Metal
sheathing

None

None

None

2: Metal
sheathing

N

N

None

None

None

2: Metal
sheathing

3: Eleven
years or
more

N

N

N

N

N

N

None

None

None

0: Unknown

None

None

None

0: Unknown

N

N

N

N

None

None

60% Rooftop
Unit

3: Built-up roof
or single ply
membrane roof
WITH the
presence of
gutters

1: Zero to
five years

Y	Y	4	2019	2019	2019
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Wet Pipe	Y				9	3
N	Y		2021	2021		15

Roof Age (Date)	Roof Geometry	Roof Pitch	Roof Frame Type	Roof Condition	Roof Anchor	Roof Equipment Hurricane Bracing	Basement	Appurtenant Structures	Cladding Type
-----------------	---------------	------------	-----------------	----------------	-------------	----------------------------------	----------	------------------------	---------------

3: Hip roof with slope < to 6:12 (26.5 degrees)

1: No basement

5: Designed for impact

5: Gable roof with slope less than or equal to 6:12 (26.5 degrees)

1: No basement

4: EIFS / stucco

5: Gable roof with slope less than or equal to 6:12 (26.5 degrees)

1: No basement

4: EIFS / stucco

2017	3: Hip roof with slope < to 6:12 (26.5 degrees)		1: No basement	4: EIFS / stucco
	4: Hip roof with slope greater than 6:12 (26.5 degrees)		1: No basement	4: EIFS / stucco
	4: Hip roof with slope greater than 6:12 (26.5 degrees)		1: No basement	4: EIFS / stucco
	3: Hip roof with slope < to 6:12 (26.5 degrees)		1: No basement	4: EIFS / stucco
2016	2: Flatroof WITHOUT parapets	5: Structural	1: No basement	5: Designed for impact
	2: Flatroof WITHOUT parapets		1: No basement	4: EIFS / stucco

2018	3: Hip roof with slope < to 6:12 (26.5 degrees)	1: No basement	4: EIFS / stucco
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2018	3: Hip roof with slope < to 6:12 (26.5 degrees)	1: No basement	4: EIFS / stucco
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2019	2: Flatroof WITHOUT parapets	1: No basement	4: EIFS / stucco
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2018	2: Flatroof WITHOUT parapets	1: No basement	4: EIFS / stucco
------	------------------------------------	-------------------	---------------------

	0: Unknown	1: No basement	0: Unknown
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2018	2: Flatroof WITHOUT parapets	1: No basement	4: EIFS / stucco
------	------------------------------------	-------------------	---------------------

2018	2: Flatroof WITHOUT parapets	1: No basement	5: Designed for impact
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2: Flatroof WITHOUT parapets	1: No basement	5: Designed for impact
4: Hip roof with slope greater than 6:12 (26.5 degrees)	1: No basement	4: EIFS / stucco
4: Hip roof with slope greater than 6:12 (26.5 degrees)	1: No basement	4: EIFS / stucco
4: Hip roof with slope greater than 6:12 (26.5 degrees)	1: No basement	4: EIFS / stucco
4: Hip roof with slope greater than 6:12 (26.5 degrees)	1: No basement	4: EIFS / stucco
5: Gable roof with slope less than or equal to 6:12 (26.5 degrees)	1: No basement	8: Vinyl siding / hardboard

	2: Flatroof WITHOUT parapets	1: No basement	4: EIFS / stucco
2019	2: Flatroof WITHOUT parapets	1: No basement	1: Brick vener
	2: Flatroof WITHOUT parapets	1: No basement	1: Brick vener
	5: Gable roof with slope less than or equal to 6:12 (26.5 degrees)		8: Vinyl siding / hardboard
2019	5: Gable roof with slope less than or equal to 6:12 (26.5 degrees)		5: Designed for impact
	5: Gable roof with slope less than or equal to 6:12 (26.5 degrees)		8: Vinyl siding / hardboard

	2: Flatroof WITHOUT parapets	1: No basement	4: EIFS / stucco
	1: Flat roof WITH parapets	1: No basement	4: EIFS / stucco
	3: Hip roof with slope < to 6:12 (26.5 degrees)	1: No basement	4: EIFS / stucco
	5: Gable roof with slope less than or equal to 6:12 (26.5 degrees)	1: No basement	5: Designed for impact
	2: Flatroof WITHOUT parapets	1: No basement	4: EIFS / stucco
2012	4: Hip roof with slope greater than 6:12 (26.5 degrees)	1: No basement	4: EIFS / stucco

4: Hip roof
with slope
greater than
6:12 (26.5
degrees)

1: No
basement

4: EIFS /
stucco

4: Hip roof
with slope
greater than
6:12 (26.5
degrees)

1: No
basement

4: EIFS /
stucco



1: No
basement

4: EIFS /
stucco

1: No
basement

5: Designed
for impact

4: Hip roof
with slope
greater than
6:12 (26.5
degrees)

1: No
basement

5: Designed
for impact

	2: Flatroof WITHOUT parapets			1: No basement		4: EIFS / stucco
	4: Hip roof with slope greater than 6:12 (26.5 degrees)			1: No basement		4: EIFS / stucco
Aug-17	3: Hip roof with slope < to 6:12 (26.5 degrees)	3: Single wraps		1: No basement	3: NONE	4: EIFS / stucco
	Gable 70% High (15:12 to 24:12 Pitch), 30% Low (2:12 to 6:12 Pitch)	Wood Purlins				N
	Gable 100% Low (2:12 to 6:12 Pitch)	Wood Purlins	Average			N
	Gable 100% Low (2:12 to 6:12 Pitch)	Wood Purlins	Average			N

5: Gable roof with slope less than or equal to 6:12 (26.5 degrees)	1: No basement	8: Vinyl siding / hardboard
5: Gable roof with slope less than or equal to 6:12 (26.5 degrees)	1: No basement	8: Vinyl siding / hardboard
2000 5: Gable roof with slope less than or equal to 6:12 (26.5 degrees)	1: No basement	8: Vinyl siding / hardboard
0: Unknown	1: No basement	5: Designed for impact
0: Unknown	1: No basement	5: Designed for impact

2018 3: Hip roof
with slope <
to 6:12 (26.5
degrees)

1: No
basement

5: Designed
for impact

1

2019	1	1	3	4
2017		1	3	4

							RFS Notes
Roof Sheathing Attachment	Frame-Foundation Connection	Foundation Type	Ground Level Equipment	Opening Protection	Flashing and Coping Quality	Content Grade	

0: Unknown

Building Value Updated by CBIZ SOV

0: Unknown

Building Value Updated by CBIZ SOV

0: Unknown

Building Value Updated by CBIZ SOV

0: Unknown

Building
Value
Updated by
CBIZ SOV

Beth Martin
2/7/2018 EM

0: Unknown

Building
Value
Updated by
CBIZ SOV

0: Unknown

Building
Value
Updated by
CBIZ SOV

0: Unknown

Building
Value
Updated by
CBIZ SOV

0: Unknown

2: Generally
protected

1: All
openings
large
missiles

1: Compliant
with ES1

Building
Value
Updated by
CBIZ SOV

0: Unknown

Building
Value
Updated by
CBIZ SOV

Beth Martin
2/7/2018 EM

0: Unknown

Building
Value
Updated by
CBIZ SOV

0: Unknown

Building
Value
Updated by
CBIZ SOV

0: Unknown

Building
Value
Updated by
CBIZ SOV

0: Unknown

Building
Value
Updated by
CBIZ SOV

2: Unbolted

Building
Value
Updated by
CBIZ SOV

Beth Martin
2/7/2018 EM

0: Unknown

Building
Value
Updated by
CBIZ SOV

0: Unknown

Building
Value
Updated by
CBIZ SOV

0: Unknown

Building
Value
Updated by
CBIZ SOV

0: Unknown

Building
Value
Updated by
CBIZ SOV

0: Unknown

Building
Value
Updated by
CBIZ SOV

0: Unknown

Building
Value
Updated by
CBIZ SOV

0: Unknown

Building
Value
Updated by
CBIZ SOV

1: Bolted

Building
Value
Updated by
CBIZ SOV

0: Unknown

Building
Value
Updated by
CBIZ SOV

0: Unknown

Building
Value
Updated by
CBIZ SOV

0: Unknown

Building
Value
Updated by
CBIZ SOV

1: Bolted

Building
Value
Updated by
CBIZ SOV

0: Unknown

Building
Value
Updated by
CBIZ SOV

1: Bolted

Building
Value
Updated by
CBIZ SOV

0: Unknown

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Updated by
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CBIZ SOV

0: Unknown

Building
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Updated by
CBIZ SOV

0: Unknown

Building
Value
Updated by
CBIZ SOV

0: Unknown

Building
Value
Updated by
CBIZ SOV

5: 10d Nails
-high wind
nail schedule 0: Unknown

1: All
openings
large
missiles

Building
Value
Updated by
CBIZ SOV

Pile

Mat/Slab

Mat/Slab

Beth Martin
2/7/2018 EM

0: Unknown

Building
Value
Updated by
CBIZ SOV

0: Unknown

Building
Value
Updated by
CBIZ SOV

0: Unknown

Building
Value
Updated by
CBIZ SOV

Beth Martin
2/7/2018 EM

Beth Martin
2/7/2018 EM

0: Unknown

Building
Value
Updated by
CBIZ SOV

0: Unknown

Building
Value
Updated by
CBIZ SOV

0: Unknown

Building
Value
Updated by
CBIZ SOV

Beth Martin
2/7/2018 EM

1

1

NOTES

NOTES

added 2.11.09

added 2.11.09

02/16/2022: Re-roof lifeguard tower, (6) pavilions, restroom & kiosk

02/16/2022: Replaced the playground

02/16/2022: Re-roof office

02/16/2022: Re-roof restrooms

7.23.12 updated bldg to reflect Betterments & Improvements

Added 6/29/2017 New Construction

02616/2022: Repairs to roof on ranger station

02/16/2022: Change to: Roseland Comm. Ctr - 12973 83rd Ave: 27.83566 / -80.49581

02/16/2022: Outdoor Gazebo / picnic bench

added 10.8.09

02/16/2022: replacement observation tower, canoe launch, overlook, parking

Building value increased from \$1,377,969 to \$2M due to renovation complete in Feb 2016. NEW roof, doors & windows & will be used during storms - built to withstand - per discussion with wes, changed building const from 1986 to 2016.

Updated with all values 8/25/16

Added 1/1/2018

02/16/2022: Install New Playground

updated per eml of 9.17.07

updated per eml of 9.17.07

02/16/2022: Re-roof restrooms & (2 of 4) pavilions
added eff 4.24.09

02/16/2022: Re-roof restrooms & (42 of 4) pavilions
added eff 4.24.09

added per eml of 5.14.09

7.23.12 - added Betterments & Improvements under Bldg
covg

Added 9/5/2017, 12.16.22 Increased value back, was
reduced in error

02/16/2022: boardwalks, parking

UNDERGROUND FIBER OPTIC VAULT, CLIENT WANTS
THE VAULT AND THE FIBER OPTIC INCLUDED IN THE
PROPERTY PROGRAM. 1.29.16

02/16/2022: Low Slope Roof Replacement

02/22/2022: Stairwell Roof Replacement (2020)

02/22/2022: Parking Deck Rehab (2020)

02/16/2022: Re-roof restrooms & (2 of 4) pavilions

added 11-7-05

added 3.2.16 - playground equipment & Church is on site
but insured by Gifford Progressive Civic League.

02/16/2022: Re-roof restrooms and (9) pavilions

updated to 2008 per jason 4.9.10

added per fax of 1.14.11

added 10.8.09

per eml of 6.17.14, effective 4.11.14 - bldg renovated and
now occupied vs vacant sunsky property. Previously bldg
only valued at \$322,875 & 0 contents

per eml of 6.17.14, effective 4.11.14, bldg renovated and
now occupied vs vacant sunsky property. EDP included in
contents values. Previously bldg only valued at \$461,250 &
0 contents

Major League Baseball is required to carry the insurance on
the building

Major League Baseball is required to carry the insurance on
the building

02/22/2022: Los Slope Roof Replacement

Major League Baseball is required to carry the insurance on
the building

02/22/2022: Los Slope Roof Replacement

Major League Baseball is required to carry the insurance on
the building

Major League Baseball is required to carry the insurance on the building

02/22/2022: Shingle Roof Replacement

Major League Baseball is required to carry the insurance on the building

Major League Baseball is required to carry the insurance on the building

02/22/2022: Shingle Roof Replacement

Major League Baseball is required to carry the insurance on the building

Major League Baseball is required to carry the insurance on the building

Major League Baseball is required to carry the insurance on the building

02/22/2022: Los Slope Roof Replacement

Major League Baseball is required to carry the insurance on the building

added per eml of 8/10/07

Added 5/15/2017 New Construction

02/22/2022: Los Slope Roof Replacement

Major League Baseball is required to carry the insurance on the building

Major League Baseball is required to carry the insurance on the building

Major League Baseball is required to carry the insurance on the building

Major League Baseball is required to carry the insurance on the building

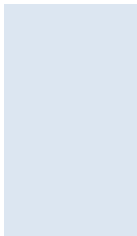
Major League Baseball is required to carry the insurance on the building

Major League Baseball is required to carry the insurance on the building

Major League Baseball is required to carry the insurance on the building

Removed the AVI from the EOC IM Tower Schedule & placed on Property schedule 2.6.12 per eml from Beth.

Added per RFP in 2020



added 5.1.12

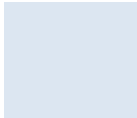
added 5.1.12

added 2.4.14 - new purchase

added 2.4.14 - new construction

added 10.16.15 per eml of 10.28.15. changed bldg value
from \$1.5 to \$2.1 per eml from client 11.4.15

added 2.11.10 Roof is 150MPH+ & built new in 2005.



Deleted bldg val of \$3.1M per eml of 8-12.

02/16/2022: Replaced the walking bridge

02/16/2022: Replaced the playground

added 8.12.10

added 8.12.10

added 8.12.10

02/16/2022: Re-roof (4) pavilions

02/16/2022: Replaced Playground

Added contents only. Co covers Co owned contents only.
State provides bldg covg per joint use agreement 7.27.10

Per e-mail 4/18

Added 12/15/2017 (Newly constructed)

added per fax of 1.14.11

06/08/2020 Appraisal Note: Currently being renovated and converted to museum; raised concrete stilts. Site improvements include: (3) boardwalks and fencing.
Previous Note: vacant per eml 6.22.11

06/08/2020 Appraisal Note: Currently being converted to offices.

02/16/2022: parking, new restroom, cottage repairs, screw pump, boardwalks

02/16/2022: Installed new electrical service panels &
Replaced two Expo building A/C units

added 4.17.09

added 4.17.09

added 4.17.09

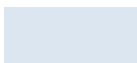
added 4.17.09

02/16/2022: Re-roof campground restrooms

02/16/2022: Re-roof Restrooms

02/16/2022: boardwalk/overlook

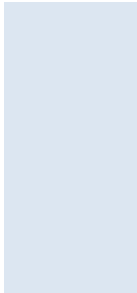
02/22/2022: Low Slope Roof Replacement



Added per eml of 3/21/06 from BJ
02/16/2022: Replaced the playground

Added contents only as bldg will be demolished. Per eml
8.24.10

added per fax of 1.14.11



added per fax of 1.14.11

added per fax of 1.14.11

added per fax of 1.14.11

added per fax of 1.14.11

added per fax of 1.14.11

added per fax of 1.14.11

added per fax of 1.14.11

added per fax of 1.14.11



Major League Baseball is required to carry the insurance on
the building

added per fax of 1.14.11

added per fax of 1.14.11

added per coi request 5/21/2015

Added per RFP in 2020

Added per RFP in 2021

Added per RFP in 2022

Added per RFP in 2023

02/16/2022: boardwalks, parking

02/16/2022: parking, pavilion, barns

02/16/2022: Refurbishment

02/16/2022: Refurbishment



Bldg # Address Description Zip Code Occupancy Vacant or

added 11.3.08	7770 Jungle Trail, Vero Bch, FL 32963		open side shed	32963	storage	
Sun Sky Propertie s	3885 41st Street, Vero Beach, FL 32967		Warehouse	32967	vacant	
	1990 25th St, Vero Beach		school district	32960		

Deleted per phone call of 7.23.12 re betterments & improvements:

	925 14 Lane, Vero Beach		Tax Coll	32960		No
added 4/18/2007	2174 58 Ave., Vero Beach FL		tax collector office in Strip Mall	32966		

Deleted 5.21.13

	3080 10th Court, Vero Beach, FL		Residence	32960	residence	?
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Cleaned up the utilities tab & removed the deleted locations 1.8.14:

no loc. #	7751 58th Ave, Vero Beach	32967	N.C. RO Plant Equipment			
no loc. #	8870 Jungle Trail, Vero Bch	32963	Equipment			
067	225 27th Ave SW, Vero Beach	32960	conf bldg			
no loc. #	1550 9th St SW, Vero Beach	32962	S.C. RO Plant Equipment			
no loc. #	8700 N Hwy A1A, Vero Beach	32963	Equipment			

added 4/18/2007	1872 94 Dr., Unit C140, Vero Beach FL		Sheriff's Substation			
DELETED PER EMAL DATED 9/27/16						
Added 1.29.16	1990 25TH STREET, VERO BEACH, FL			32960	VACANT	YES

Market would not support coverage for Beaches

26695	Beaches	FEMA CAT ""
26696	Beaches	SECTOR 3 BI
26696A	Beaches	SECTOR 3 BI
26696B	Beaches	SECTOR 3 RI
26697	Beaches	SECTOR 7 BI

45th Street Dock and Dock and/or Pier 53rd Avenue	45th St. @ Inc Open Area
Ambersands Beach / Dock and/or Pier	12566 North A
Blue Cypress Park Dock and/or Pier	7400 Blue Cy

	Boat Island	on Conservation Land List	Spoil Island
	Dale Wimbrow Park	Dock and/or Pier	11805 Rosela
	Donald MacDonald F	Dock and/or Pier	12315 Rosela
	Fairgrounds / Ag. Building		7955 58th Ave
	Gifford Park / Ballfield		4715 43rd Ave
	Golden Sands Park	Dock and/or Pier	10350 North A
	Grovenor Estates Park		3205 10th Str
	Hallstrom Homestead	on Conservation Land List	1723 Old Dixie
	Hosie Schuman Park		1760 39th Str
	Hobart Ballfields		5790 77th Str
	Indian River Lagoon Greenway		850 Indian Riv
	Joe Earman Island Park		Accessible by
	Kiwanis Hobart Park		5400 77th Str
	Kroegel Homestead	on Conservation Land List	11296 Indian I
	Lone Pine		206 30th Aver
	MLK Park		2880 45th Str
	Macedonia Church		2880 45th Str
	Moores Point		14510 US Hig
	North County Regional Park		9450 Sebastia
	Oslo Dock and/or Pie	on Conservation Land List	9th Street SW
	Roseland Ballfield (Helen Hanson)		8020 129th Co
	Roseland Community	Dock and/or Pier	12925 83rd Av
	Round Isl. Oceanside	Dock and/or Pier	2200/2205 S /
	Seagrape Trail Beach	Dock and/or Pier	8302 North A1
	Sebastian Canoe La	Dock and/or Pier	9800 Canoe L
	South County Regional Park		800 20th Ave.
	Tracking Station	Dock and/or Pier	800 46th Plac
	Treasure Shores	Dock and/or Pier	11300 Highwa
	Tropic Colony		1825 46th Ave
	Turtle Trail Beach Ac	Dock and/or Pier	8102 Highway
	Vero Highlands		330 21st Rd. S
	Wabasso Beach Parl	Dock and/or Pier	1820 Wabass
	Wabasso Causeway	Dock and/or Pier	3105 Wabass
	West Wabasso Park		8900 64th Ave
Conservation	Prange Island Dock	Small Dock	South of 17th
Conservation	Spoil Island 25 - Boat Club Island Dock	Dock	Spoil Island IF
& Recreation	added 11.3.01	single family dock	10 7790 Jungle T

& Recreation DODGERTO\ golf course clubhouse 10 4201 Aviation

20-21

Department/ Agency Name	Dept/ Agency #	Location #	Building #	Description	Occupancy Type	RMS ATC Occupancy Type	Street Address
				Towers	Towers		

Park & Recre: No Coverage for Docks added 11.3.01 Multiple Slip Dock Fa 100% Marina 10 7770 Jungle T

Construction Prot Class	Sq Ft	# Stories	Yr Built	Sprinkler- Per appr.	BLDG VALUE:	Personal	EDP	Bus Income
frame	1296	1	1948	n	\$5,000	\$0		
Frame	7284	1	1975	N	\$135,000	0		
masonry/noncombustible	29,135	1	1952	N	\$3,492,000	0		

MFR	7000	1			\$0	300,000	Included	N
						\$25,000		

concrete block	?	1	1970	no	10,000			
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Fire Resistive		1	1994		\$0	\$0	\$0	\$0
5		1	1986		\$0	\$0	Included	
JM	469	1	1995	N	\$0	\$0		\$0
JM			1982		\$0	\$0	Included	
MFR			1986		\$0	\$0	Included	

						\$20,300		0
concrete block	20,000	1	1950	YES	\$400,000	0		

G''' SECTOR\$FL \$10,941,582
 EACH RESTOFL \$12,912,449
 EACH RESTOFL \$15,252
 ESTORATN-PFL \$3,689,363
 EACH RESTOFL \$6,941,056

Jian River (2) 32967 (Riverside)

\1A
 press Lake Road 32966 (Riverside)

nd Road, Sebastian FI 32958 (Riverside)
nd Road, Sebastian FI 32958 (Riverside)
venue, Vero Beach FI 32967
venue, Vero Beach FI 32967
\1A, Vero Beach, FI 32963
eet SW, Vero Beach, FI 32968
e Hwy. SE (Conservation)
eet, Vero Beach, FI 32960
eet
ver Blvd. Vero Beach, FI (Conservation)
boat in I.R. Lagoon
eet, Vero Beach, FI 32967
River Drive, Sebastian FI 32958
venue, Vero Beach, FI 32968
eet, Vero Beach, FI 32967
eet, Vero Beach 32967
hwy 1, Sebastian FI 32958 (Riverside)
an Blvd., Sebastian FI 32958
', Vero Beach FI 32962 (Riverside)
ourt, Sebastian FI 32958
venue, Sebastian FI 32958 (Riverside)
A1A, Vero Beach, FI 32963
1A, Vero Beach, FI 32963
aunch Cove, Sebastian FI 32958 (Riverside)
SW, Vero Beach FL 32962
e, Vero Beach FL 32963 (South A1A)
ay A1A, Vero Beach FI 32963
venue, Vero Beach FL 32966
r A1A, Vero Beach FL 32963
SW, Vero Beach FL 32962 (off Highlands Drive)
o Beach Rd, Vero Beach FI 32963
o Bridge Rd & 4295 Wabasso Bridge Rd
venue, Sebastian FL 32958 (Broxton Rd.)
Vero Beach FL

\$ 20,000

Vero Beach FL

\$ 40,000

Vero Beach FL 32963 \$10,718 \$0

Vero Beach FL 32960 -\$385,278 \$0 \$0 \$0

City	State	Zip	Latitude	Longitude	Appraisal Date	Building Value (A)	Content Value (B)	EDP Values ©	Outdoor Property
	FL					\$0	\$0	\$0	\$20,277,912
Vero Beach	FL	32963	N 27.734708	W -80.393864	6/8/20	\$0	\$0	\$0	\$239,500

Total Flood Zone Reason

5,000	ae			Deleted 1/1/12 per eml of 1/5/12-bldg demolished				
135,000		added per eml from Beth eff 6.30.11	construction metal clad, site built. Separate	Deleted 1/1/12 per eml of 1/5/12-bldg demolished				
3,492,000	x			Deleted eff 3.1.12 -per lease agreement School District responsible for insuring the bldg				

300,000	x			Deleted loc due to moved to diff office				
25,000				per e-mail 4/18				

10,000		added 3.14.13 for debris removal only- per phone call with Beth.		Deleted per eml of 5.21.13 from Beth				
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\$0	\$0	\$0	X	DELETE	
Included	Included	\$0	AE	DELETE	
	Included	\$0	UNK	DELETE - no such address exists	
Included	Included	\$0	X	DELETE	
Included	Included	\$0	unk	DELETE	

20300				DELETED 3.1.14 - sheriff vacating premises.				
400,000		INSURED BY TENANT, NOW INSD BY						

\$10,941,582
 \$12,912,449
 \$15,252
 \$3,689,363
 \$6,941,056

 \$0
 \$0
 \$0
 \$0

n

no

Gross Square Footage	Flood Zone	Sprinkler System	Fire Alarm	ISO Protection Class	Wiring	Plumbing	Heating & Air Conditioning	Construction Quality	Roof Covering
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3,036	ae	N	N				100% None	100% None	100% None
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Roof Age	Roof Age (Date)	Roof Geometry	Roof Pitch	Roof Frame Type	Roof Condition	Roof Anchor	Roof Equipment Hurricane Bracing	Basement	Appurtenant Structures
----------	-----------------	---------------	------------	-----------------	----------------	-------------	----------------------------------	----------	------------------------

None 100% None None N

Beth Martin
2/7/2018 EM

Beth Martin
2/7/2018 EM

added 1/1/09
- DELETED
5/11/2018
(City Owned)

385,278

Cladding Type	Roof Sheathing Attachment	Frame-Foundation Connection	Foundation Type	Ground Level Equipment	Opening Protection	Flashing and Coping Quality	Content Grade	NOTES
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Appraisal Note: Includes: (2) fixed piers with concrete filled fiberglass pilings.

INSURED Boiler Object Listing

Insured Participant: _____

Agency Name	Agency #	Location #	Building #	Description	Street Address	City	State	Zip	Manufacturer	Manuf. Serial #	Code (A/B)	Location	Type	Fuel	Texas Boiler #
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Hurricane Secondary Characteristic Descriptions

Construction Quality

- 0: Unknown
- 1: Obvious signs of duress or distress
- 8: Fortified for safer buildings –[Post 2001] (US Only)
- 9: Certified design and construction

Roof Covering

- 0: Unknown
- 1: Metal sheathing with EXPOSED fasteners
- 2: Metal sheathing
- 3: Built-up roof or single ply membrane roof WITH the presence of gutters
- 4: Built-up roof or single ply membrane roof WITHOUT the presence of gutters
- 5: Concrete or clay tiles
- 6: Wood shakes
- 7: Normal shingle (55mph)
- 8: Normal shingle (55 mph) with secondary water resistance (SWR)
- 9: Rated shingle (110mph)
- 10: Rated shingle (110mph) with secondary water resistance (SWR)

Roof Age/Condition

- 0: Unknown
- 1: Zero to five years
- 2: Six to ten years
- 3: Eleven years or more
- 4: Obvious signs of deterioration or distress

Roof Geometry

- 0: Unknown
- 1: Flat roof WITH parapets
- 2: Flatroof WITHOUT parapets
- 3: Hip roof with slope < to 6:12 (26.5 degrees)
- 4: Hip roof with slope greater than 6:12 (26.5 degrees)
- 5: Gable roof with slope less than or equal to 6:12 (26.5 degrees)
- 6: Gable roof with slope greater than 6:12 (26.5 degrees)
- 7: Braced gable roof with slope less than or equal to 6:12 (26.5 degrees)
- 8: Braced gable roof with slope greater than 6:12 (26.5 degrees)

Roof Anchor

- 0: Unknown
- 1: Toe nailing / no anchorage
- 2: Clips
- 3: Single wraps
- 4: Double wraps
- 5: Structural

Roof Equipment Hurricane Bracing

- 0: Unknown
- 1: Properly installed with adequate anchorage
- 2: Obvious signs of deficiencies in the installation

Hurricane Secondary Characteristic Descriptions

Basement

- 0: Unknown
- 1: No basement
- 2: Basement WITH flood protection
- 3: Basement WITHOUT flood protection
- 4: Basement with unknown flood protection

Commercial Appurtenant Structures

- 0: Unknown
- 1: Large signs
- 2: Extensive ornamentation
- 3: NONE

Cladding Type

- 0: Unknown
- 1: Brick veneer
- 2: Metal sheathing
- 3: Wood
- 4: EIFS / stucco
- 5: Designed for impact
- 6: Not designed for impact WITH gravel rooftop on building or adjacent buildings within 1000 ft.
- 7: Not designed for impact WITHOUT gravel rooftop on building or adjacent buildings within 1000 ft.
- 8: Vinyl siding / hardboard

Roof Sheathing Attachment

- 0: Unknown
- 1: Batten decking / skipped sheathing
- 2: 6d nails –any nail schedule
- 3: 8d Nails –minimum nail schedule
- 4: 8d Nails –high wind nail schedule
- 5: 10d Nails –high wind nail schedule
- 6: Dimensional lumber / tongue and groove decking with a minimum of 2 nails per board

Frame-Foundation Connection

- 0: Unknown
- 1: Bolted
- 2: Unbolted

Ground Level Equipment

- 0: Unknown
- 1: None
- 2: Generally protected
- 3: Generally unprotected

Opening Protection

- 0: Unknown
- 1: All openings large missiles
- 2: All openings medium missiles
- 3: All openings small missiles
- 4: All glazed openings large missiles
- 5: All glazed openings medium missiles
- 6: All glazed openings small missiles
- 7: All gasec openings covered with plywood/strand board
- 8: At least one glazed exterior opening does NOT have wind-borne debris protection
- 9: NO glazed exterior openings have wind-borne debris protection

Hurricane Secondary Characteristic Descriptions

Flashing and Coping Quality

0: Unknown

1: Compliant with ES1

2: Not compliant with ES1

Content Grade

1: Highly damageable (e.g., unprotected contents made of materials that are highly susceptible to wind and/or water damage (such as paper-based products), or extended power outages (such as contents that require refrigeration))

2: Moderately damageable (e.g., computers)

3: Damageable (e.g., general office furniture)

4: Slightly damageable (e.g., highly protected contents, such as jewelry and fine art, or contents composed of water tolerant material, such as stone or rubber)

RMS CONST R CODE	SUB CODE	APPLICABLE FOR HURRICANE?	CONSTRUCTION DESCRIPTON	DETAILED DESCRIPTION
0		YES	Unknown	
1	1	YES	Wood	
2	2	Yes	Masonry	
3	3	Yes	REINFORCED CONCRETE	
	3A	Yes	Cast-in-place Reinforced Concrete	
	3B	Yes	Precast Reinforced Concrete	
4	4	Yes	STEEL	
	4A	Yes	Steel Frame	
	4B	Yes	LIGHT METAL	
5	5	Yes	MANUFACTURE D & MOBILE HOME	
	5A	Yes	Manufactured/Mo bile Home without Tie-Downs	Buildings that are manufactured (completely assembled in a plant), and moved to the desired site. Once sited, utilities are connected and the building is ready for use. In the mid 1900s, most mobile homes came with wheels, and the wheels were removed when the home was permanently situated. Today most of these buildings come without wheels, and the home is hauled to the desired site on a flatbed truck. These are commonly referred to as Manufactured buildings. Mobile homes (or Manufactured homes) are very light and if they are not tied down, they are vulnerable to both earthquake and wind storm lateral forces.
	5B	Yes	Manufactured/Mo bile Home with Tie-Downs	Buildings having the same basic characteristics as Construction Class 5A except that the buildings are anchored to the ground. The tie-downs make these buildings earthquake and wind storm resistant.
44		Yes	Automobiles- Personal	Any type of automobile owned by a homeowner.
45		Yes	Automobiles- Dealers	Any type of automobile owned by a dealer.

ISO Class	Type	Definition
1	Frame	Buildings with exterior walls, floors and roofs made of combustible construction or buildings with exterior walls of non-combustible or slow-burning construction with combustible floors and roof. This class of construction also includes buildings where exterior walls of combustible construction are combined with brick or stone veneer, stucco, or metal siding.
2	Joisted Masonry	These buildings have exterior walls of non-combustible materials with a fire-resistive rating not less than one hour, or of masonry with combustible floors and roof.
3	Non-Combustible	These buildings have exterior walls, floors, and roof of non-combustible or slow burning material, supported by non-combustible or slow-burning supports. "All-metal" buildings are an example of this classification.
4	Masonry Non-Combustible	Buildings with exterior bearing walls, or load-bearing portions of exterior walls, that are either 1) noncombustible materials with a <u>fire resistance rating not less than one hour</u> or 2) masonry construction. Floors, roof, and interior structural members are of noncombustible or slow-burning materials.
5	Modified Fire Resistive	Buildings with exterior walls, floors and roof of masonry materials as described in Fire Resistive, below, with a <u>fire resistance rating of less than two hours but not less than one hour.</u>
6	Fire Resistive	Buildings constructed of any combination of the following materials: Exterior walls or exterior structural frame: Solid masonry, including reinforced concrete; Hollow masonry not less than 12 inches thick; Hollow masonry less than 12 inches thick, but not less than 8 inches thick, with a listed fire resistance rating of not less than two hours; Floors and Roof: Monolithic floors and roof of reinforced concrete with slabs not less than 4 inches thick; Construction method known as "joist systems," with slabs supported by concrete joists spaced not more than 36 inches on centers with a slab thickness of not less than 2.75 inches; Floor and roof assemblies with a fire resistance rating of not less than two hours. Structural Metal Supports: Horizontal and vertical load-bearing protected metal supports (including horizontal pre-stressed concrete units) with a fire resistance rating of not less than two hours.
7	Heavy Timber	This is also known as "mill" construction. Floors are a minimum of 2 inches thick and joists are a minimum of 6 inches thick.
8	Superior Non Combustible	A Non-Combustible facility with the following features: - Have a wind uplift classification of 90 (140 mph) or equivalent or - Constructed of 2" of masonry on steel supports or - Constructed of 22 gauge metal (or heavier) on steel supports
9	Superior Masonry Non Combustible	A Masonry Non-Combustible facility with the following features: - Have a wind uplift classification of 90 (140 mph) or equivalent or - Constructed of 2" of masonry on steel supports or - Constructed of 22 gauge metal (or heavier) on steel supports

ATC OCCUPANCY CODE	OCCUPANCY DESCRIPTION	DETAILED DESCRIPTION
0	Unknown	
1	Permanent Dwelling (single family housing)	Owner-occupied detached dwellings.
2	Permanent Dwelling (multi-family housing)	Owner-occupied attached dwellings, such as: Condominiums, Townhouses, Apartments.
3	Temporary Lodging	Hotels and lodging places.
4	Group Institutional Housing	Residential care, such as: College dormitories, Nursing homes, Retirement centers.
5	Retail Trade	Retail stores and other retail trade.
6	Wholesale Trade	Warehouses; Sales offices; Recreational related wholesale trade; Other wholesale trade.
7	Personal and Repair Services	Laundry, cleaning and shoe repair; Funeral services and crematories; Photo studios and miscellaneous personal services; Electrical repair shops; Watch, clock, jewelry, furniture repair; Beauty and barber shops; Automotive rental and leasing; Automotive repair and services; Automotive parking and car wash.
8	Professional, Technical and Business Services	Office buildings; Arrangement of passenger transportation; Banking; Credit agencies; Security and commodity brokers; Insurance carriers; Insurance agents and brokers; Real estate; Miscellaneous repair shops; Services to buildings; Personnel supply services; Computer and data processing services; Management and consulting services; Detective and protective services; Equipment rental and leasing; Photofinishing, commercial photography; Other business services; Advertising; Legal services; Engineering, Architectural services; Accounting, auditing, and bookkeeping.
9	Health Care Service	Doctors' and dentists' offices; Hospitals and clinics; Nursing and personal care; Other medical and health services.
10	Entertainment and Recreation	Bars; Movie theaters; Dance halls, studios, and schools; Theaters; Bowling alleys and pool halls; Sports stadiums; Racing and track operation; Membership sports and recreation clubs; Amusement and recreation services.
11	Parking	Parking garages.
12	Heavy Fabrication and Assembly	Complete guided missiles; Ammunition, except for small arms; Tanks and tank components; Other ordnance and accessories; Logging camps and logging contractors; Sawmills and planing mills, general; Hardwood dimension and flooring mills; Special product sawmills; Veneer and plywood; Structural wood members; Prefabricated wood buildings; Wood preserving; Particleboard; Wood products; Pulp mills; Paper mills, except building paper; Paperboard mills; Building paper and board mills; Tires and inner tubes; Rubber and plastics footwear; Reclaimed rubber; Fabricated rubber products; Miscellaneous plastics products; Rubber and plastics hoses and belting; Metal cans, barrels, drums, pails; Heating and plumbing equipment; Metal tools; Steam engines and turbines; Farm machinery; Lawn and garden equipment; construction and mining machinery; Elevators and moving stairways; Food products machinery; Industrial furnaces and ovens; Automatic merchandising machines; Commercial laundry equipment; Refrigeration and heating equipment; Transformers, switchgear, and switchboard apparatus; Household appliances; Storage batteries; Motor vehicles and equipment; Aircraft and parts; Ship and boat building and repairing; Railroad equipment; Motorcycles, bicycles, and parts; Travel trailers, campers, and mobile homes.
13	Light Fabrication and Assembly	Small arms and ammunition; Broad and narrow fabrics, yarn, and thread mills; Miscellaneous textile goods and floor coverings; Apparel mills; Curtains and draperies and house furnishings; Automotive and apparel trimmings; Wood kitchen cabinets; Millwork; Wood pallets and skids; Household and office furniture and fixtures; Envelopes; Sanitary paper products; Stationery products and bags; Printing and publishing; Leather tanning and finishing; Footwear, luggage, and leather goods; Concrete, lime, gypsum, and abrasive products; Gaskets, packing and sealing devices; Calculating and accounting machines; Scales and balances; Typewriters and office machines; Instruments to measure electricity; Electric lighting fixtures and wiring devices; Radio, TV, and communications equipment; Engine electrical equipment; Engineering, medical, photographic instruments; Watches, clocks, and parts; Jewelry, silverware, musical instruments manufacturing; Lead pencils and art goods manufacturing.
14	Food and Drugs Processing	Food manufacturing plants; Tobacco manufacturers; Wines, liquor, soda, coffee manufacturing plants; Cooking oils; Ice manufacturing.
15	Chemicals Processing	Fertilizers and agricultural chemicals; Gum and food chemicals; Adhesives, sealants, explosives, printing ink; Plastics and rubber; Drugs; Soaps, detergents, polishes, sanitation goods; Paints and allied products.
16	Metal and Minerals Processing	Paving mixtures and blocks, asphalt; Glass containers and products; Cement, brick, clay products; Vitreous plumbing fixtures and china utensils; Porcelain electric supplies; Pottery products; Asbestos products; Minerals; Iron and steel manufacturing; Nonferrous metals manufacturing.
17	High Technology	Electronic computing equipment; Electronic components and semiconductors; X-ray apparatus and tubes.
18	Construction	Buildings under construction.
19	Petroleum	Petroleum refining and coal products; Lubricating oils and greases; Pipe lines, except natural gas.
20	Agriculture	Livestock, dairy farm products, eggs; Cotton, grains, tobacco, fruits, nuts, vegetables; Sugar crops and oil bearing crops; Forest and nursery products; Forestry products; Commercial fishing; Agricultural, forestry, and fishery services; Landscape and horticultural services.
21	Mining	Iron, ferroalloy ores, and nonferrous metal ores mining; Coal mining; Offshore drilling towers; Crude petroleum and natural gas; Stone and clay mining and quarrying; Chemical and fertilizer mineral mining.
22	Religion and Nonprofit	Business, labor, and civic organizations; Religious organizations; Membership organizations; Social services.

ATC OCCUPANCY CODE	OCCUPANCY DESCRIPTION	DETAILED DESCRIPTION
23	General Services	Social services; U.S. postal service; Federal, state, and local electric utilities; Local government passenger transit; Other federal, state, and local government enterprises; Government industry.
24	Emergency Response Services	Other federal, state, and local government enterprises.
25	Education	Elementary and secondary schools; Daycare centers, nursery schools; Other educational services. Note that Colleges and Universities should use ATC 54.
26	Highway	Local, inter-urban passenger transit; Motor freight transport and warehousing; Freight forwarders and other transportation services.
27	Railroad	Railroads and related services.
28	Air	Air transportation; Airport; Freight forwarders and other transportation services.
29	Sea/Water	Water transportation; Port Authority; Freight forwarders and other transportation services.
30	Electrical	Electrical services.
31	Water	Water supply; Pumping stations; Storage facilities, tanks; Purification plants.
32	Sanitary Sewer	Sewerage systems; Sanitary services, steam and irrigation systems.
33	Natural Gas	Gas production and distribution.
34	Telephone & Telegraph	Communications, except radio and TV.
35	Communication (Radio and TV)	Radio and TV broadcasting.
36	Flood Control	Electrical services and utilities; Water supply and sewerage systems; Other federal, state, and local government enterprises.
37	General Commercial	
38	General Industrial	
39	Miscellaneous	
40	n/a	
41	n/a	
42	Multi-Family Dwelling-Homeowners Association	Multi-family dwelling, homeowners association; a multi-family dwelling policy that is written for a homeowners association.
43	Multi-Family Dwelling-Condominium Unit Owner	Multi-family dwelling, condominium owner; a multi-family dwelling policy that is written for a condominium owner.
44	Gasoline Service Station	A gas station, which should include a gas station canopy as well as any small buildings on the premises.
47	Restaurants	Restaurants tend to have a unique contents damageability once the envelope of the structure is breached by a wind event. Restaurants tend to have a higher susceptibility to damage than other entertainment classes of risk.
48	Casinos	RMS received several claims datasets for losses to casinos along the Mississippi coast. In particular, casinos have unique business interruption dependencies that require a special occupancy code.
49	Acute Care Services Hospitals	Hospital Buildings that are used to provide acute care services. For other medical services facilities use ATC 9
50	OSHPD Acute Care Services Hospitals (California ONLY)	Hospital Buildings in California that are used to provide acute care services and are built or evaluated according to the Office of Statewide Health Planning and Development guidelines (OSHPD) guidelines.
51	Hotels - Large	ATC 51 is intended to model time element losses of large and high-end hotels and luxury resorts. Structure and contents vulnerability curves for this occupancy are the same as the ones in ATC 3.
52	Hotels - Small and Medium	ATC 52 is intended to model time element losses of small and medium size hotels and motels. Structure and contents vulnerability curves for this occupancy are the same as the ones in ATC 3.
53	Rental - General Commercial	ATC 53 is intended to model loss of rental income of general commercial properties. Structure and contents vulnerability curves for this occupancy are the same as the ones in ATC 37.
54	Colleges and Universities	Separated from ATC 25 with RMS V11.0 Service Pack 1. Use ATC 25 for all other education occupancies



CHIEF FINANCIAL OFFICER
JIMMY PATRONIS
STATE OF FLORIDA

September 7, 2023

Indian River Co Bd of CC
Cynthia Stanton, Risk Manager
1800 27th Street,
Vero Beach, FL 32960

RE: Payroll Report, Form DFS-F2-SI-5, for the period 10/01/2022 - 09/30/2023 and
Self-Insurer Experience Modification

Dear Ms. Stanton:

Attached is a blank DFS-F2-SI-5, Self-Insurers Payroll Report, which is essential to the promulgation of the experience ratings. Please log into the START System website at <https://start.fldfs.com/login.aspx> to complete Payroll no later than November 30, 2023. If you have not received your user ID and password for logging into this system, please send an email request to selfinsurance.unit@myfloridacfo.com.

Please report "Gross Payroll" rounded to the nearest dollar. Payroll reported for "Executive Officers" should be limited to a maximum of \$3,300/week. Failure to submit either a completed self-insurer payroll report including explanation (if needed) or a request for an extension prior to the due date will result in the issuance of a civil penalty for noncompliance. **You must provide a brief explanation if any of the following changes that have occurred since the last payroll report was submitted:**

1. A new employee classification has been added or changed circumstances place employees in a classification not listed on this report (add the proper classification to the report).
2. Employee classification listed on this report has been deleted (report the payroll for the classification as "SO").
3. A significant increase or decrease in payroll for any class code has occurred compared to the last payroll report (20% deviation).

In addition, attached is a copy of the October 1, 2023 Florida Self-Insurers experience rating for the workers' compensation program of Indian River Co Bd of CC. Information supplied on the self-insurers' payroll and loss reports was used to promulgate this rating. The experience modification of 0.93 will be used to adjust the premium volume (and thus the Division's assessments) which will result from payroll during the period beginning on the rating's effective date.

If there are any questions concerning the completion of this report, please contact Dwayne Manning at (850) 413-1784.

Sincerely,

Dwayne Manning 9

Dwayne Manning
Insurance Administrator

RECEIVED

SEP 12 2023

RISK MANAGEMENT

FLORIDA DEPARTMENT OF FINANCIAL SERVICES

Dwayne Manning • Insurance Administrator

Division of Workers' Compensation • Bureau of Financial Accountability

200 East Gaines Street • Tallahassee, Florida 32399-4224 • Tel. 850-413-1615 • Fax 850-354-5100

Email • Dwayne.Manning@Myfloridacfo.com

AFFIRMATIVE ACTION • EQUAL OPPORTUNITY EMPLOYER

**STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF WORKERS COMPENSATION**

Phone (850) 413-1784, Fax (850) 413-1971

SELF-INSURER PAYROLL REPORT

EMPLOYER NO.	PERIOD COVERED
--------------	----------------

INDIAN RIVER CO BD OF CC

000009 10/01/2022 - 9/30/2023

MEMBER SELF INSURER-----

EXPERIENCE MODIFICATION _____

SELF-INSURED INDIVIDUAL
ACCOUNT # -999-09688

* Includes the entire remuneration, whether paid in money or a substitute for money, for services rendered by employee.

AMOUNT OF PAYROLL BY OCCUPATIONAL CLASSIFICATIONS

Occupation	Manual Class	Payroll*	Rate Per \$100	Premium
ST/RD MAIN/BEAU &D	5509		9.03	
ARCFT/HEL OP CAR ALL OTH &D	7403		3.76	
ARCFT/HEL OP SALES/SVC AG FL	7422		1.24	
WATERWORKS OP &D	7520		2.64	
GARBAGE WKS REDUCE/INCINERATE	7590		3.61	
FIREFIGHTER &D	7704		5.18	
POLICEOFFICER &D	7720		3.36	
AUTO SVC/REP CENTER &D	8380		2.35	
SALES/COLLECT/MESS OUT	8742		.32	
CLERICAL	8810		.16	
ATTORNEY ALL &C/MESS/D	8820		.13	
HOSPITAL VETERINARY &D	8831		1.44	
BLD OP OWN/LESSEE	9015		3.64	
CLUB CNTRY/GOLF/FISH/YACHT &C	9060		1.58	
CLUB NOC &C	9061		1.84	
PARK NOC ALL &D	9102		3.62	
MUNIC/TOWN/COUNTY/STATE NOC	9410		2.61	

Please return form to: Self-Insurance Section
200 East Gaines Street
Tallahassee, Florida 32399-4221

ASSESSMENT COMPUTATIONS WILL BE SENT WITH BILLING

STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF WORKERS COMPENSATION

SELF INSURER EXPERIENCE RATING

EFFECTIVE DATE		EMPLOYER NAME			FUND	ACCOUNT	EMPLOYER NO.
10/01/2023		INDIAN RIVER CO BD OF CC			999	09688	000009
ACTUAL LOSSES		PROMULGATION DATE			09/05/202		PAGE
ACCIDENT DATE		CASE NUMBER	TOTAL CASES	ACTUAL LOSSES	PRIMARY	ACTUAL EXCESS	
11/14/2019	3	000 96 7925 OPEN		800,000	18,500	278,000	
05/27/2020	3	001 01 1421 OPEN		26,000	18,500	7,500	
08/26/2020	3	001 01 8115 OPEN		20,000	5,550	450	
12/30/2019	3	000 97 1090 OPEN		235,426	18,500	216,926	
02/03/2020	3	000 97 3741 FINAL		64,958	18,500	46,458	
03/05/2020	3	000 97 6831 FINAL		227,627	18,500	209,127	
03/16/2020	3	001 00 6439 OPEN		49,000	18,500	30,500	
06/05/2020	3	001 01 4399 FINAL		49,022	18,500	30,522	
10/16/2019	3	000 96 9833 OPEN		24,000	5,550	1,650	
01/22/2020	3	000 97 2681 OPEN		43,591	18,500	25,091	
02/25/2020	3	000 97 7525 OPEN		112,000	18,500	93,500	
02/26/2020	3	000 97 6008 FINAL		21,262	18,500	2,762	
08/10/2020	3	001 01 9006 OPEN		210,000	18,500	191,500	
06/17/2020	3	001 01 2676 FINAL		28,085	18,500	9,585	
07/15/2020	3	001 01 4211 OPEN		35,000	18,500	16,500	
	3	EXCESS CASES	15	1,411,671	251,600	1,160,071	
	3	NON-EXCESS CASES	79	108,098	108,098	0	
		10/01/2019 - 09/30/2020	94	1,519,769	359,698	1,160,071	
08/31/2021	2	001 05 6786 FINAL		23,993	18,500	5,493	
10/04/2020	2	001 02 5243 FINAL		98,960	18,500	80,460	
01/17/2021	2	001 03 9466 FINAL		121,111	18,500	102,611	
*LOSS EXCEEDS STATE ACCIDENT LIMITATION OF \$ 296,500.00, PRIMARY VALUE BASED ON ACTUAL LOSS, ACTUAL EXCESS BASED ON LIMITED LOSS, LIMITED LOSS USED IN TOTALS							

CLASS	MANUAL RATE	PAYROLL	E.L. RATE	EXPECTED LOSSES	D RATIO	PRIMARY	EXPECTED EXCESS
5509	0.0985	4,069,435	0.0370	150,569	.31	46,676	103,893
7403	0.0514	142,791	0.0175	2,499	.40	1,000	1,499
7422	0.0203	282,527	0.0048	-1,356	.31	420	936
7520	0.0393	4,743,075	0.0118	55,968	.38	21,268	34,700
7590	0.0463	47,150	0.0161	759	.34	258	501
7704	0.0509	18,290,498	0.0194	354,836	.31	109,999	244,837
7720	0.0383	21,098,671	0.0143	301,711	.34	102,582	199,129
8380	0.0302	763,545	0.0103	7,865	.38	2,989	4,876
8742	0.0038	18,739	0.0013	24	.34	8	16
8810	0.0018	30,364,004	0.0007	21,255	.40	8,502	12,753
8820	0.0015	576,296	0.0005	288	.34	98	190
8831	0.0191	180,412	0.0076	1,371	.48	658	713
9015	0.0409	230,384	0.0166	3,824	.38	1,453	2,371
9060	0.0211	420,611	0.0079	3,323	.44	1,462	1,861
9102	0.0421	1,835,355	0.0170	31,201	.38	11,856	19,345
9410	0.0244	3,518,530	0.0126	44,333	.40	17,733	26,600
10/01/20	9 - 09/30/2020	86,582,023		981,182		326,962	654,220
5509	0.1017	4,030,886	0.0370	149,143	.31	46,234	102,909
7403	0.0478	199,042	0.0175	3,483	.40	1,393	2,090
7422	0.0186	364,947	0.0048	1,752	.31	543	1,209
7520	0.0358	5,013,119	0.0118	59,155	.38	22,479	36,676
7590	0.0422	49,435	0.0161	796	.34	271	525
7704	0.0519	19,726,233	0.0194	382,689	.31	118,634	264,055

EXPERIENCE MODIFICATION			
PRIMARY ACTUAL LOSS	TOTAL EXPECTED LOSS	INELIGIBLE FOR RATING**	
B VALUE	B VALUE	TOTAL PREMIUMS	
ACTUAL EXCESS	TOTAL B	AVERAGE PREMIUMS	
EXPECTED EXCESS			
TOTAL A			

TOTAL "A" DIVIDED BY TOTAL "B"

STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF WORKERS COMPENSATION

SELF INSURER EXPERIENCE RATING

EFFECTIVE DATE		EMPLOYER NAME			FUND	ACCOUNT	EMPLOYER NO.
10/01/2023		INDIAN RIVER CO BD OF CC			999	09688	000009
ACTUAL LOSSES		PROMULGATION DATE			09/05/2023		PAGE
ACCIDENT DATE		CASE NUMBER	TOTAL CASES	ACTUAL LOSSES	PRIMARY	ACTUAL EXCESS	
01/19/2021	2	001 03 8017 FINAL		20,334	18,500	1,834	
02/12/2021	2	001 04 0586 OPEN		29,000	18,500	10,500	
03/30/2021	2	001 04 5579 OPEN		200,000	18,500	181,500	
05/27/2021	2	001 05 0324 OPEN		90,000	18,500	71,500	
02/18/2021	2	001 04 1151 FINAL		38,979	18,500	20,479	
06/01/2021	2	001 05 0698 OPEN		30,100	18,500	11,600	
06/11/2021	2	001 05 1281 OPEN		39,154	18,500	20,654	
06/23/2021	2	001 05 4228 FINAL		20,435	18,500	1,935	
09/03/2021	2	001 05 7173 OPEN		21,000	5,550	15,450	
03/18/2021	2	001 04 3549 OPEN		48,007	18,500	29,507	
	2	EXCESS CASES	13	766,373	227,550	538,823	
	2	NON-EXCESS CASES	89	156,848	156,848	0	
		10/01/2020 - 09/30/2021	102	923,221	384,398	538,823	
08/25/2022	1	001 11 6296 OPEN		49,500	18,500	31,000	
11/20/2021	1	001 06 7682 OPEN		29,253	18,500	10,753	
03/02/2022	1	001 10 3477 FINAL		36,905	18,500	18,405	
03/17/2022	1	001 10 3647 OPEN		40,000	18,500	21,500	
07/30/2022	1	001 11 3984 OPEN		53,000	18,500	34,500	
	1	EXCESS CASES	5	208,658	92,500	116,158	
	1	NON-EXCESS CASES	78	138,868	138,868	0	
		10/01/2021 - 09/30/2022	83	347,526	231,368	116,158	
		EMPLOYER TOTALS	279	2,790,516	975,464	1,815,052	

CLASS	MANUAL RATE	PAYROLL	E.L. RATE	EXPECTED LOSSES	D RATIO	PRIMARY	EXPECTED EXCESS
7720	0.0343	23,415,269	0.0143	334,838	.34	113,845	220,993
8380	0.0280	795,037	0.0103	8,189	.38	3,112	5,077
8810	0.0017	32,213,418	0.0007	22,549	.40	9,020	13,529
8820	0.0014	555,420	0.0005	278	.34	95	183
8831	0.0182	188,413	0.0076	1,432	.48	687	745
9015	0.0389	244,808	0.0166	4,064	.38	1,544	2,520
9060	0.0193	475,103	0.0079	3,753	.44	1,651	2,102
9061	0.0198	10,472	0.0086	90	.44	40	50
9102	0.0413	1,808,729	0.0170	30,748	.38	11,684	19,064
9410	0.0261	3,647,760	0.0126	45,962	.40	18,385	27,577
10/01/2020 - 09/30/2021		92,738,091		1,048,921		349,617	699,304
5509	0.0957	4,002,715	0.0370	148,100	.31	45,911	102,189
7403	0.0440	145,345	0.0175	2,544	.40	1,018	1,526
7422	0.0148	335,354	0.0048	1,610	.31	499	1,111
7520	0.0305	5,724,092	0.0118	67,544	.38	25,667	41,877
7590	0.0404	55,377	0.0161	892	.34	303	589
7704	0.0510	21,804,169	0.0194	423,001	.31	131,130	291,871
7720	0.0350	23,860,578	0.0143	341,206	.34	116,010	225,196
8380	0.0254	806,288	0.0103	8,305	.38	3,156	5,149
8742	0.0033	17,915	0.0013	23	.34	8	15
8810	0.0016	34,297,131	0.0007	24,008	.40	9,603	14,405
8820	0.0014	523,179	0.0005	262	.34	89	173
8831	0.0161	245,592	0.0076	1,866	.48	896	970

EXPERIENCE MODIFICATION			
PRIMARY ACTUAL LOSS	TOTAL EXPECTED LOSS	INELIGIBLE FOR RATING**	
B VALUE	B VALUE	TOTAL PREMIUMS	
ACTUAL EXCESS	TOTAL B	AVERAGE PREMIUMS	
EXPECTED EXCESS			
TOTAL A			

TOTAL "A" DIVIDED BY TOTAL "B"

STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF WORKERS COMPENSATION

SELF INSURER EXPERIENCE RATING

EFFECTIVE DATE		EMPLOYER NAME			FUND	ACCOUNT	EMPLOYER NO.
10/01/2023		INDIAN RIVER CO BD OF CC			999	09688	000009
ACTUAL LOSSES		PROMULGATION DATE			09/05/2021		PAGE
ACCIDENT DATE	CASE NUMBER	TOTAL CASES	ACTUAL LOSSES	PRIMARY		ACTUAL EXCESS	

EXPECTED LOSSES							
CLASS	MANUAL RATE	PAYROLL	E.L. RATE	EXPECTED LOSSES	D. RATIO	PRIMARY	EXPECTED EXCESS
9015	0.0381	310,415	0.0166	5,153	.38	1,958	3,195
9060	0.0180	534,003	0.0079	4,219	.44	1,856	2,363
9061	0.0192	824	0.0086	7	.44	3	4
9102	0.0377	2,083,573	0.0170	35,421	.38	13,460	21,961
9410	0.0252	4,181,750	0.0126	52,690	.40	21,076	31,614
10/01/2021 - 09/30/2022		98,928,300		1,116,851		372,643	744,208
EMPLOYER TOTALS...		278,248,414		3,146,954		1,049,222	2,097,732

EXPERIENCE MODIFICATION			
PRIMARY ACTUAL LOSS	975,464	TOTAL EXPECTED LOSS	3,146,954
B VALUE	343,650	B VALUE	343,650
ACTUAL EXCESS	.58	TOTAL B	3,490,604
EXPECTED EXCESS	.42		
TOTAL A	3,252,891		.93

INELIGIBLE FOR RATING**

TOTAL PREMIUMS	8,113,710
AVERAGE PREMIUMS	2,704,570

TOTAL "A" DIVIDED BY TOTAL "B"