



City of Hollywood, FL

Renewal Proposal

Policy Period: October 1, 2020 to October 1, 2021

Presented: August 17, 2020



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This insurance document is furnished to you as a matter of information for your convenience. It only summarizes the listed proposed policy(ies) and is not intended to reflect all the terms and conditions or exclusions of such proposed policy(ies). Moreover, the information contained in this document reflects proposed coverage as of the effective date(s) of the proposed policy(ies) and does not include subsequent changes. This document is not an insurance policy and does not amend, alter or extend the coverage afforded by the listed proposed policy(ies). The insurance afforded by the listed proposed policy(ies) is subject to all the terms, exclusions and conditions of such policy(ies).

The services and placements outlined in this proposal will be provided in accordance with the terms of the notices and policies set forth in our Compensation Agreement or Engagement Letter.

Commercial Risk Solutions

Aon Risk Insurance Services West, Inc. | CA License N
Edition Date: December 7, 2019 | Proprietary & Confide



Executive Summary

As always, our goal is to renew your insurance program with the lowest possible premium increase while, at the same time, provide coverage improvements wherever possible.

We are pleased to present our Insurance Proposal for coverages which are slated to renew effective October 1, 2020 to October 1, 2021. Overall, insurance-related costs for your current program is \$1,062,196 which represents a 24% increase or \$207,942 over expiring.

▪ Excess Liability Package

- For the Excess Liability Package program, Lloyds of London/Brit continues to be the most competitive market for the City of Hollywood, FL. Based upon current market condition, most carriers are demanding large increases in premium regardless of loss experience. We are seeing an average of 25%-45% increases across the board, globally.
- Since last renewal, there has been \$810,876 worth of claims development into the excess layer (LEL, AL and WC activity). Exposures have increased as follows:

Line of Coverage	2019	2020	Exposure Change %
Crime (Based on # of Employees)	1,273	1,305	2.51%
General Liability (Based on Population)	149,028	158,878	6.61%
Law Enforcement Liability (Based on # of Officers)	304	314	3.29%
Automobile Liability (Based on # of Vehicles)	1,078	1,153	6.96%
Employee Benefits Liability (Based on # of Employees)	1,273	1,305	2.51%
Workers Compensation (Based on Estimated Payroll)	\$120,471,481	\$124,940,694	3.71%

- In light of the material loss development since last renewal and the resulting increase in loss costs, we were able to negotiate a 24% increase.
- BRIT also offered optional quotes as follows:
 - \$1M ea occurrence/\$5M aggregate incl. Public Officials Liability (POL) & EPL = \$424,850
 - \$2M ea occurrence/\$7M aggregate excl. Public Officials & EPL = \$548,800 ; Including Public Officials Liability & EPL = \$588,900
 - \$3M ea occurrence/\$8M aggregate excl. Public Officials & EPL = \$635,725 ; Including Public Officials Liability & EPL = \$681,050
 - \$5M ea occurrence/\$10M aggregate excl. Public Officials & EPL = \$766,800 ; Including Public Officials Liability & EPL = \$806,000

Executive Summary (cont'd)

- We approach multiple markets (Lexington, Allied World, Munich , Trident, Safety National, Arch, Endurance, Genesis, Great American, Hallmark and Ironshore) to get the best pricing for the City of Hollywood, FL. Most of the carriers declined due to inability to provide competitive terms. Liability market is hardening. Public Entities remain a difficult class of business for Liability carriers.
- In an attempt to help control frequency and severity of claims, Brit Global USA is willing to contribute \$3,000 of loss control resources/ funding. Any approved funds must be used during the policy year in which they were approved and will expire if not used. All funding amounts are subject to underwriter's approval.
- There are certain parameters that must be met for your loss control funding to be approved:
 1. Services being requested are not "typical" services
 2. Cost sharing of loss control efforts in the amount of 50% of the requested amount – 50/50 split
 3. Once approved, the funding will be paid only after the approved services have been completed and documentation from the servicing organization is provided in written format to Brit Global Specialty USA

▪ **Excess Workers Compensation**

- The rate increases for the Excess WC market in general appear to be holding steady. We were able to negotiate a quote at the expiring SIR with about a 5% rate increase from the expiring.
- Police/Fire claims are a loss leader on your account and there is one claim over the SIR (non SN policy year) and we now have a claim that is within 75% of the SIR from a motor vehicle accident in 2016.
- We are seeing Police/Fire severity losses increases across the country. Police/Fire represent about 51% of the payroll on the account. COVID-19 claims have also led to an increase in severity claims for first responders with the high costs of ventilators and long hospital stays. Medical costs continue to be on the rise and unfortunately seeing multi-million claims are becoming more common.
- As directed by the Florida Workers' Compensation Insurance Guaranty Association, we are advising you that effective 1/1/2020, insurers are required to collect a 1% assessment on the excess insurance premiums for self-insured employers and employer groups. This assessment will be used to offset the obligations of the Florida Workers' Compensation Insurance Guaranty Association.

▪ **Blanket Accident Coverage**

- Your incumbent, ACE American Ins. Co. (Chubb) offered a two-year policy with premium options payable as follows:
 1. 2 Year Policy Premium of \$30,560 payable in Annual Installments of \$15,280
 2. 2 Year Prepaid Premium of \$28,952

Executive Summary (cont'd)

▪ EMT Professional Liability

- The healthcare market is extremely hard. We approached multiple markets (Lloyds, RSUI, Admiral, Markel, Genstar, Beazley & Hiscox) to get the best pricing for the City. Genstar provided an indication of \$270K. With the exception of Lloyds, the other carriers declined due to inability to provide competitive terms.
- Your incumbent (Lloyds of London) provided a quote with almost 82% increase. The premium increase is due to mandated increase from the participating Lloyds Syndicates. Also, there is now a COVID 19 Exclusion and a Biological and Chemical Materials Exclusion, these are both required by Lloyds.

▪ Pollution Liability

- The year over year increase was 3.3.% to compensate for the 13% increase in square footage and 6.6% increase in the population.
- As a go-forward enhancement, Chubb has shifted rating basis from square footage to population in order to offset the increase in exposure.
- Additionally, Chubb has provided the following enhancements:
 1. Transportation – expanded to include transportation by 1st party
 2. Asbestos and/or Lead-Based Paint Coverage (Inadvertent Disturbance) Endorsement
 3. Supplementary Payments Amendatory Endorsement
 4. Waiver of Subrogation (By Contract) Endorsement

▪ Tank Pollution Liability

- Deleted storage tank systems at 2211 N. Ocean Drive, Hollywood, FL 33019
- Addition of 250 Hollywood Blvd., Hollywood, FL 33312 to the 10% co-insurance endorsement, due to the age of the tank systems
- New storage tank systems at 804 S. Ocean Dr., Hollywood, FL 33019
- In order to add the requested tank system at Dire Station #45, we will need to provide a copy of the updated registration paperwork sent to the State, or will be sent to the State, reflecting the tank with the 10/1/2019 install date. Current state record reflects the installation date to be 5/1/2018.

Executive Summary (cont'd)

▪ **Marina Operators Liability**

- A 22% increase in “receipts” from \$1,005,776 to \$1,227,489 made an impact in the premium. The actual increase is 15% which is competitive in today’s market.
- Market continues to pull back on capacity. Searching for a market to offer a \$4M xs \$1M quote. We have been rejected by Atlantic Specialty who doesn’t want to sit excess over themselves. Starr and Chubb will not quote this layer. Expect premium to be over \$20K. This is due to risk being in Florida and markets have had losses in Florida due to hurricanes.

▪ **Cyber Liability**

- Cyber Liability is becoming increasingly more expensive as carriers find out more of what they are actually insuring and are getting hit with more frequent claims.
- Indian Harbor (AXA XL) offered renewal terms per expiring. However, the retention has increased significantly from \$50K to \$250K and is mandated on all Public Entity new and renewal risks.
- Indian Harbor (AXA XL) offers a more robust coverage. Notable enhancements added to the program are as follows:
 - Consequential Reputation Loss Endorsement: Increased from \$2,000,000 to \$5,000,000 subject to a six month period of indemnity and two week waiting period
 - Cyber Crime Aggregate: \$250,000
 - Funds Transfer Fraud: \$100,000
 - Invoice Manipulation: \$100,000
 - Utility Fraud Aggregate: \$100,000
 - Crypto-Jacking: \$100,000
 - Telecommunications Fraud: \$100,000
 - Bricking Coverage Endorsement: Increased sublimit from \$2,000,000 to \$5,000,000
 - Voluntary Shutdown Endorsement: Increased sublimit from \$2,000,000 to \$5,000,000 sublimit
- AXIS Surplus Ins Co provided an optional quote for \$5M limit with \$100K SIR for \$65,315. Chubb provided an indication for \$5M limit with \$100K SIR for about \$130K-\$150K in premium.

Executive Summary (cont'd)

- **Deadly Weapon/Active Shooter**

- Coverage will continue to be provided by Beazley/Underwriters at Lloyd's of London with expiring terms and conditions. We were able to negotiate a flat premium per expiring terms.

- **Vessel Pollution Liability**

- Coverage will continue to be provided by Safe Harbor Insurance who offered a flat renewal and there are no changes to terms and conditions.

- **Unmanned Aircraft Systems (UAS – DRONES)**

- Unmanned Aircraft Systems (UAS) also known as DRONES or UAVs are rapidly growing in popularity in both the civilian and commercial marketplace due to advancements in the technology and relatively low cost to operate.
- Aon Aviation has an exclusive UAS Insurance Program providing the best available terms, conditions and pricing provided by USAIG (United States Aircraft Insurance Group, Inc.).
- We have secured three (3) quote options for your consideration:
 - \$5M limit, \$4M limit and \$3M Limit

- **Excess Liability – Follow Form (\$1M/\$3M Excess \$1M/\$5M and \$5M/\$5M (POL/EPL)**

- Your incumbent (Allied World) originally issued a short term policy from 2/6/2020-10/1/2020. The premium charged was a pro-rate of the \$100K annual premium charged. Limits provided was \$1M each occurrence/\$3M aggregate.
- Due to increased in exposures (Children's Day Camp ADA +90; EE's +32 FT/-4PT; FT Police +10/PT +2, Class C Police Officers +5; Net Operating Expenditures +11.6MM; Population +9850 & Vehicle Fleet +69), renewal premium quoted increased by 49%.

We appreciate the opportunity of serving the insurance and risk management needs of the City of Hollywood, FL. You are a very important client to Aon and we look forward to providing you with the expertise, tools, service and sophisticated solutions to help achieve your vision and success in today's challenging business environment.

Insured's Acknowledgement and Instruction to Bind

We hereby acknowledge receipt and review of the information presented in the Renewal Proposal ("Proposal") dated 08/17/2020 for Excess Liability Package, Cyber Liability, Excess Workers Compensation, EMT Professional Liability, Blanket Accident Coverage, Pollution Liability, Tank Pollution Liability, Marina Operators Legal Liability including Watercraft Hull Physical Damage, P&I & CGL, Vessel Pollution, Deadly Weapon/Active Shooter, UAS (Drones) and Excess Liability Program and provided in the Compensation for the Value We Deliver disclosure. We hereby instruct Aon Risk Services to bind the insurance program(s) selected by us and understand that our instruction to bind constitutes an acceptance of the terms and conditions and payments described in this Renewal Proposal. We further agree that Aon is entitled to collect from the insurers the compensation set forth in the Commission Disclosure Report.

We request the following options as indicated below for the **October 1, 2020 to October 1, 2021** policy term:

Coverage	Carrier	Premium including Fees	Option Selected
Excess Liability Package (\$1M/\$5M excl. E&O/EPL)	Lloyds of London/BRIT	\$394,750.00	<input type="checkbox"/>
Excess Liability Package (\$1M/\$5M incl. E&O/EPL)	Lloyds of London/BRIT	\$424,850.00	<input type="checkbox"/>
Excess Liability Package (\$2M/\$7M excl. E&O/EPL)	Lloyds of London/BRIT	\$548,800.00	<input type="checkbox"/>
Excess Liability Package (\$2M/\$7M incl. E&O/EPL)	Lloyds of London/BRIT	\$588,900.00	<input type="checkbox"/>
Cyber Liability (\$5M Limit w/ \$250K SIR)	Indian Harbor Ins Co (AXA XL)	\$ 29,255.00	<input type="checkbox"/>
Cyber Liability (\$10M Limit w/ \$250K SIR)	Indian Harbor Ins Co (AXA XL)	\$ 55,675.00	<input type="checkbox"/>
Excess Workers Compensation	Safety National	\$271,746.00	<input type="checkbox"/>
EMT Professional Liability	Lloyds of London	\$100,250.00	<input type="checkbox"/>
Blanket Accident Insurance (Fire & Police)	ACE American Ins Co	\$ 15,280.00	<input type="checkbox"/>
Pollution Liability	Illinois Union Ins Co (Chubb)	\$ 15,972.00	<input type="checkbox"/>
Storage Tank Liability	Nautilus Ins Co (Chubb)	\$ 13,890.00	<input type="checkbox"/>

Date: _____

Signature: _____
On behalf of the City of Hollywood, FL

Insured's Acknowledgement and Instruction to Bind (cont'd)

Coverage	Carrier	Premium including Fees	Option Selected
Marina Operators Legal Liability incl. Watercraft Hull PD, P&I and CGL	Atlantic Specialty Ins Co	\$ 14,650.00	<input type="checkbox"/>
Vessel Pollution	Safe Harbor (Various Carriers)	\$ 1,390.00	<input type="checkbox"/>
Deadly Weapon/Active Shooter	Lloyds of London	\$ 45,756.00	<input type="checkbox"/>
Unmanned Aerial Systems (DRONES) \$5M Limit with \$25K Physical Damage Limit	United States Aircraft Ins. Group	\$ 10,376.00	<input type="checkbox"/>

Additional Options to Consider:

Coverage	Carrier	Premium including Taxes & Fees	Option Selected
Excess Liability Package (\$3M/\$8M excl. E&O/EPL)	Lloyds of London/BRIT	\$635,725.00	<input type="checkbox"/>
Excess Liability Package (\$3M/\$8M incl. E&O/EPL)	Lloyds of London/BRIT	\$681,050.00	<input type="checkbox"/>
Excess Liability Package (\$5M/\$10M excl. E&O/EPL)	Lloyds of London/BRIT	\$766,800.00	<input type="checkbox"/>
Excess Liability Package (\$5M/\$10M incl. E&O/EPL)	Lloyds of London/BRIT	\$806,000.00	<input type="checkbox"/>
Cyber Liability (\$5M Limit with \$100 SIR)	Axis Surplus Lines Ins Co	\$ 65,315.00	<input type="checkbox"/>
Unmanned Aerial Systems (DRONES) -\$4M Liability Limit and \$25K Physical Damage Limits	United States Aircraft Ins Group	\$9,418.00	<input type="checkbox"/>
Unmanned Aerial Systems (DRONES) - \$3M Liability Limit and \$25K Physical Damage Limit	United States Aircraft Ins Group	\$8,442.00	<input type="checkbox"/>

Date: _____

Signature: _____
On behalf of the City of Hollywood, FL

Premium Comparison

2019 - 2020 Program		
Policy Description	Carrier	Premium
Excess Liability Package	Lloyds of London/Brit	\$319,075.00
Cyber Liability (\$5M Limit w/ \$50K SIR)	Indian Harbor Ins Co (XL)	\$26,915.00
Excess Workers Compensation	Safety National	\$248,412.00
EMT Professional Liability	Lloyds Of London	\$55,100.00
Blanket Accident Coverage	ACE American Ins Co	\$12,395.00
Pollution Liability	Illinois Union Ins Co	\$14,502.00
Tank Pollution Liability	Nautilus Ins. Co.	\$13,175.00
Marina Operators Legal Liability incl. Watercraft Hull PD, P&I & CGL	Atlantic Specialty Ins. Co.	\$11,429.00
Vessel Pollution	Safe Harbor Pollution Ins.	\$1,390.00
Deadly Weapon & Active Shooter	Lloyds of London	\$45,756.00
UAS (Drones) \$5M Limit	USAIG	\$9,072.00
Excess Liability	AWSLIC	\$100,000.00
TOTAL		\$736,769.00
NOTES: 1. Excess Liability Follow Form was a short-term policy from 2/6/20-10/1/20 for \$64,900. Annualized premium is \$100K.		

2020 - 2021 Program									
Policy Description	Carrier	Premium	Assessment	Policy Fee	Intermediary Fee	Total	% Change	\$ Change	
Excess Liability Package (\$1M/\$5M excl E&O/EPL	Lloyds of London/Brit	\$394,750.00	\$0.00	\$0.00	\$0.00	\$394,750.00	23.72%	\$75,675.00	
Cyber Liability (\$5M Limit w/ \$250K SIR)	Indian Harbor Ins Co (AXA XL)	\$29,255.00	\$0.00	\$0.00	\$0.00	\$29,255.00	8.69%	\$2,340.00	
Excess Workers Compensation	Safety National	\$271,746.00	\$2,717.46	\$0.00	\$0.00	\$274,463.46	10.49%	\$26,051.46	
EMT Professional Liability	Lloyds of London	\$100,000.00	\$0.00	\$150.00	\$100.00	\$100,250.00	81.94%	\$45,150.00	
Blanket Accident Coverage	ACE American Ins Co	\$15,280.00	\$0.00	\$0.00	\$0.00	\$15,280.00	23.28%	\$2,885.00	
Pollution Liability	Illinois Union Ins Co	\$15,972.00	\$0.00	\$0.00	\$0.00	\$15,972.00	10.14%	\$1,470.00	
Tank Pollution Liability	Nautilus Ins Co	\$13,890.00	\$0.00	\$0.00	\$0.00	\$13,890.00	5.43%	\$715.00	
Marina Operators Legal Liab incl. Watercraft Hull PD, P&I, & CGL	Atlantic Specialty Ins Co	\$14,650.00	\$0.00	\$0.00	\$0.00	\$14,650.00	28.18%	\$3,221.00	
Vessel Pollution	Safe Harbor Pollution Ins.	\$1,390.00	\$0.00	\$0.00	\$0.00	\$1,390.00	0.00%	\$0.00	
Deadly Weapon & Active Shooter	Lloyds of London	\$45,756.00	\$0.00	\$0.00	\$0.00	\$45,756.00	0.00%	\$0.00	
UAS – Drones (\$5M Limit)	USAIG	\$10,376.00	\$0.00	\$0.00	\$0.00	\$10,376.00	14.37%	\$1,304.00	
Excess Liability	AWSLIC	\$149,131.00	\$0.00	\$0.00	\$0.00	\$149,131.00	49.13%	\$49,131.00	
TOTAL		\$1,062,196.00	\$2,717.46	\$150.00	\$100.00	\$1,065,163.46	24.26%	\$207,942.46	
ADDITIONAL OPTIONS:									
Excess Liability Package w/ BRIT: \$1M Each Occurrence / \$5M Aggregate = \$424,850 (incl. E&O and EPL)									
Excess Liability Package w/ BRIT: \$2M Each Occurrence / \$7M Aggregate = \$548,800 (excl. E&O and EPL) ; Including E&O and EPL = \$588,900									
Excess Liability Package w/ BRIT: \$3M Each Occurrence / \$8M Aggregate = \$635,725 (excl. E&O and EPL) ; Including E&O and EPL = \$681,050									
Excess Liability Package w/ BRIT: \$5M Each Occurrence / \$10M Aggregate = \$766,800 (excl. E&O and EPL) ; Including E&O and EPL = \$806,000									
Cyber Liability with \$5M Limit and \$100K SIR = 65,315									
UAS (Drones) \$4M Liability Limit and \$25K Physical Damage Limit = \$9,418									
UAS (Drones) \$3M Liability Limit and \$25K Physical Damage Limit = \$8,442									

Commercial Risk Solutions

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Details of Coverage / Policy Term / Premium

Excess Liability Package: \$1M/\$5M Aggregate

Policy Term Carrier A.M. Best Rating	EXPIRING PROGRAM 10/1/2019 – 10/1/2020 Lloyds of London/BRIT A XV	OPTION 1 RENEWAL PROGRAM 10/1/2020 – 10/1/2021 Lloyds of London/BRIT A XV	OPTION 2 RENEWAL PROGRAM 10/1/2020 – 10/1/2021 Lloyds of London/BRIT A XV
Premium	\$315,000.00	\$390,500.00	\$420,500.00
Certified Acts of Terrorism	\$4,075.00	\$4,250.00	\$4,350.00
FL Surplus Lines Taxes & Fees	Exempt	Exempt	Exempt
TOTAL PREMIUM	\$319,075.00	\$394,750.00	\$424,850.00
COVERAGE SECTION II: GENERAL LIABILITY with SIR of \$400,000			
Combined Per Occurrence Limit	\$1,000,000	\$1,000,000	\$1,000,000
Combined Annual Aggregate of \$400,000	\$5,000,000	\$5,000,000	\$5,000,000
<i>Sub-limits are not additional amounts of insurance & subject to \$400,000 SIR:</i>			
Sexual Harassment Liability – Per Occurrence/Annual Aggregate	\$1,000,000 / \$5,000,000	\$1,000,000 / \$5,000,000	\$1,000,000 / \$5,000,000
Sexual Abuse Liability – Per Occurrence/Annual Aggregate	\$1,000,000 / \$5,000,000	\$1,000,000 / \$5,000,000	\$1,000,000 / \$5,000,000
Damage to Premises Rented to Others	\$1,000,000	\$1,000,000	\$1,000,000
COVERAGE SECTION III: AUTOMOBILE LIABILITY with SIR of \$400,000			
Per Occurrence Limit	\$1,000,000	\$1,000,000	\$1,000,000
COVERAGE SECTION IV: PUBLIC OFFICIALS MISCELLANEOUS LIABILITY with SIR of \$200,000 – Claims-Made			
Errors & Omissions	Not Covered	Not Covered	\$1,000,000 / \$5,000,000
Employment Practices Liability	Not Covered	Not Covered	\$1,000,000 / \$5,000,000
Sexual Harassment Liability & Sexual Abuse Liability	Not Covered	Not Covered	\$1,000,000 / \$5,000,000
COVERAGE SECTION V: EXCESS WORKERS' COMPENSATION & EMPLOYERS LIABILITY with SIR of \$600,000			
Coverage A: Excess Workers' Compensation	\$400,000	\$400,000	\$400,000
Coverage B: Excess Employers' Liability	\$400,000	\$400,000	\$400,000

Details of Coverage / Policy Term / Premium

Excess Liability Package (cont'd)

Policy Term Carrier A.M. Best Rating	EXPIRING PROGRAM 10/1/2019 – 10/1/2020 Lloyds of London/BRIT A XV	OPTION 1 RENEWAL PROGRAM 10/1/2020 – 10/1/2021 Lloyds of London/BRIT A XV	OPTION 2 RENEWAL PROGRAM 10/1/2020 – 10/1/2021 Lloyds of London/BRIT A XV
SECTION VI: EMPLOYEE BENEFITS LIABILITY with SIR of \$400,000			
Each Claim	\$1,000,000	\$1,000,000	\$1,000,000
Annual Aggregate	\$5,000,000	\$5,000,000	\$5,000,000
SECTION VII: CRIME with SIR of \$25,000			
Money & Securities	\$1,000,000	\$1,000,000	\$1,000,000
Forgery or Alteration	\$1,000,000	\$1,000,000	\$1,000,000
Employee Dishonesty	\$1,000,000	\$1,000,000	\$1,000,000
SECTION VIII: LAW ENFORCEMENT LIABILITY with SIR of \$400,000			
Combined Per Occurrence	\$1,000,000	\$1,000,000	\$1,000,000
Combined Annual Aggregate	\$5,000,000	\$5,000,000	\$5,000,000
Sub-limits are not additional amounts of insurance & subject to \$400,000 SIR:			
Sexual Harassment Liability – Per Occurrence/Annual Aggregate	\$1,000,000 / \$5,000,000	\$1,000,000 / \$5,000,000	\$1,000,000 / \$5,000,000
Sexual Abuse Liability – Per Occurrence/Annual Aggregate	\$1,000,000 / \$5,000,000	\$1,000,000 / \$5,000,000	\$1,000,000 / \$5,000,000

Details of Coverage / Policy Term / Premium

Excess Liability Package: \$2M/\$7M Aggregate except Sexual Abuse, WC & Crime

Policy Term Carrier A.M. Best Rating	EXPIRING PROGRAM 10/1/2019 – 10/1/2020 Lloyds of London/BRIT A XV	OPTION 3 RENEWAL PROGRAM 10/1/2020 – 10/1/2021 Lloyds of London/BRIT A XV	OPTION 4 RENEWAL PROGRAM 10/1/2020 – 10/1/2021 Lloyds of London/BRIT A XV
Premium	\$315,000.00	\$543,50.00	\$583,500.00
Certified Acts of Terrorism	\$4,075.00	\$5,300.00	\$5,400.00
FL Surplus Lines Taxes & Fees	Exempt	Exempt	Exempt
TOTAL PREMIUM	\$319,075.00	\$548,800.00	\$588,900.00
COVERAGE SECTION II: GENERAL LIABILITY with SIR of \$400,000			
Combined Per Occurrence Limit	\$1,000,000	\$2,000,000	\$2,000,000
Combined Annual Aggregate of \$400,000	\$5,000,000	\$7,000,000	\$7,000,000
<i>Sub-limits are not additional amounts of insurance & subject to \$400,000 SIR:</i>			
Sexual Harassment Liability – Per Occurrence/Annual Aggregate	\$1,000,000 / \$5,000,000	\$1,000,000 / \$5,000,000	\$1,000,000 / \$5,000,000
Sexual Abuse Liability – Per Occurrence/Annual Aggregate	\$1,000,000 / \$5,000,000	\$1,000,000 / \$5,000,000	\$1,000,000 / \$5,000,000
Damage to Premises Rented to Others	\$1,000,000	\$1,000,000	\$1,000,000
COVERAGE SECTION III: AUTOMOBILE LIABILITY with SIR of \$400,000			
Per Occurrence Limit	\$1,000,000	\$2,000,000	\$2,000,000
COVERAGE SECTION IV: PUBLIC OFFICIALS MISCELLANEOUS LIABILITY with SIR of \$200,000 – Claims-Made			
Errors & Omissions	Not Covered	Not Covered	\$2,000,000 / \$7,000,000
Employment Practices Liability	Not Covered	Not Covered	\$2,000,000 / \$7,000,000
Sexual Harassment Liability & Sexual Abuse Liability	Not Covered	Not Covered	\$2,000,000 / \$7,000,000
COVERAGE SECTION V: EXCESS WORKERS' COMPENSATION & EMPLOYERS LIABILITY with SIR of \$600,000			
Coverage A: Excess Workers' Compensation	\$400,000	\$400,000	\$400,000
Coverage B: Excess Employers' Liability	\$400,000	\$400,000	\$400,000

Details of Coverage / Policy Term / Premium

Excess Liability Package (cont'd)

Policy Term Carrier A.M. Best Rating	EXPIRING PROGRAM 10/1/2019 – 10/1/2020 Lloyds of London/BRIT A XV	OPTION 3 RENEWAL PROGRAM 10/1/2020 – 10/1/2021 Lloyds of London/BRIT A XV	OPTION 4 RENEWAL PROGRAM 10/1/2020 – 10/1/2021 Lloyds of London/BRIT A XV
SECTION VI: EMPLOYEE BENEFITS LIABILITY with SIR of \$400,000			
Each Claim	\$1,000,000	\$2,000,000	\$2,000,000
Annual Aggregate	\$5,000,000	\$7,000,000	\$7,000,000
SECTION VII: CRIME with SIR of \$25,000			
Money & Securities	\$1,000,000	\$1,000,000	\$1,000,000
Forgery or Alteration	\$1,000,000	\$1,000,000	\$1,000,000
Employee Dishonesty	\$1,000,000	\$1,000,000	\$1,000,000
SECTION VIII: LAW ENFORCEMENT LIABILITY with SIR of \$400,000			
Combined Per Occurrence	\$1,000,000	\$2,000,000	\$2,000,000
Combined Annual Aggregate	\$5,000,000	\$7,000,000	\$7,000,000
Sub-limits are not additional amounts of insurance & subject to \$400,000 SIR:			
Sexual Harassment Liability – Per Occurrence/Annual Aggregate	\$1,000,000 / \$5,000,000	\$1,000,000 / \$5,000,000	\$1,000,000 / \$5,000,000
Sexual Abuse Liability – Per Occurrence/Annual Aggregate	\$1,000,000 / \$5,000,000	\$5,000,000 / \$5,000,000	\$5,000,000 / \$5,000,000

Details of Coverage / Policy Term / Premium

Excess Liability Package: \$3M/\$8M Aggregate except Sexual Abuse, WC & Crime

Policy Term Carrier A.M. Best Rating	EXPIRING PROGRAM 10/1/2019 – 10/1/2020 Lloyds of London/BRIT A XV	OPTION 5 RENEWAL PROGRAM 10/1/2020 – 10/1/2021 Lloyds of London/BRIT A XV	OPTION 6 RENEWAL PROGRAM 10/1/2020 – 10/1/2021 Lloyds of London/BRIT A XV
Premium	\$315,000.00	\$630,300.00	\$675,500.00
Certified Acts of Terrorism	\$4,075.00	\$5,425.00	\$5,550.00
FL Surplus Lines Taxes & Fees	Exempt	Exempt	Exempt
TOTAL PREMIUM	\$319,075.00	\$635,725.00	\$681,050.00
COVERAGE SECTION II: GENERAL LIABILITY with SIR of \$400,000			
Combined Per Occurrence Limit	\$1,000,000	\$3,000,000	\$3,000,000
Combined Annual Aggregate of \$400,000	\$5,000,000	\$8,000,000	\$8,000,000
<i>Sub-limits are not additional amounts of insurance & subject to \$400,000 SIR:</i>			
Sexual Harassment Liability – Per Occurrence/Annual Aggregate	\$1,000,000 / \$5,000,000	\$1,000,000 / \$5,000,000	\$1,000,000 / \$5,000,000
Sexual Abuse Liability – Per Occurrence/Annual Aggregate	\$1,000,000 / \$5,000,000	\$1,000,000 / \$5,000,000	\$1,000,000 / \$5,000,000
Damage to Premises Rented to Others	\$1,000,000	\$1,000,000	\$1,000,000
COVERAGE SECTION III: AUTOMOBILE LIABILITY with SIR of \$400,000			
Per Occurrence Limit	\$1,000,000	\$3,000,000	\$3,000,000
COVERAGE SECTION IV: PUBLIC OFFICIALS MISCELLANEOUS LIABILITY with SIR of \$200,000 – Claims-Made			
Errors & Omissions	Not Covered	Not Covered	\$3,000,000 / \$8,000,000
Employment Practices Liability	Not Covered	Not Covered	\$3,000,000 / \$8,000,000
Sexual Harassment Liability & Sexual Abuse Liability	Not Covered	Not Covered	\$3,000,000 / \$8,000,000
COVERAGE SECTION V: EXCESS WORKERS' COMPENSATION & EMPLOYERS LIABILITY with SIR of \$600,000			
Coverage A: Excess Workers' Compensation	\$400,000	\$400,000	\$400,000
Coverage B: Excess Employers' Liability	\$400,000	\$400,000	\$400,000

Details of Coverage / Policy Term / Premium

Excess Liability Package (cont'd)

Policy Term Carrier A.M. Best Rating	EXPIRING PROGRAM 10/1/2019 – 10/1/2020 Lloyds of London/BRIT A XV	OPTION 5 RENEWAL PROGRAM 10/1/2020 – 10/1/2021 Lloyds of London/BRIT A XV	OPTION 6 RENEWAL PROGRAM 10/1/2020 – 10/1/2021 Lloyds of London/BRIT A XV
SECTION VI: EMPLOYEE BENEFITS LIABILITY with SIR of \$400,000			
Each Claim	\$1,000,000	\$3,000,000	\$3,000,000
Annual Aggregate	\$5,000,000	\$8,000,000	\$8,000,000
SECTION VII: CRIME with SIR of \$25,000			
Money & Securities	\$1,000,000	\$1,000,000	\$1,000,000
Forgery or Alteration	\$1,000,000	\$1,000,000	\$1,000,000
Employee Dishonesty	\$1,000,000	\$1,000,000	\$1,000,000
SECTION VIII: LAW ENFORCEMENT LIABILITY with SIR of \$400,000			
Combined Per Occurrence	\$1,000,000	\$3,000,000	\$3,000,000
Combined Annual Aggregate	\$5,000,000	\$8,000,000	\$8,000,000
Sub-limits are not additional amounts of insurance & subject to \$400,000 SIR:			
Sexual Harassment Liability – Per Occurrence/Annual Aggregate	\$1,000,000 / \$5,000,000	\$1,000,000 / \$5,000,000	\$1,000,000 / \$5,000,000
Sexual Abuse Liability – Per Occurrence/Annual Aggregate	\$1,000,000 / \$5,000,000	\$1,000,000 / \$5,000,000	\$1,000,000 / \$5,000,000

Details of Coverage / Policy Term / Premium

Excess Liability Package: \$4M/\$10M Aggregate except Sexual Abuse, WC & Crime

Policy Term Carrier A.M. Best Rating	EXPIRING PROGRAM 10/1/2019 – 10/1/2020 Lloyds of London/BRIT A XV	OPTION 7 RENEWAL PROGRAM 10/1/2020 – 10/1/2021 Lloyds of London/BRIT A XV	OPTION 8 RENEWAL PROGRAM 10/1/2020 – 10/1/2021 Lloyds of London/BRIT A XV
Premium	\$315,000.00	\$761,000.00	\$800,000.00
Certified Acts of Terrorism	\$4,075.00	\$5,800.00	\$6,000.00
FL Surplus Lines Taxes & Fees	Exempt	Exempt	Exempt
TOTAL PREMIUM	\$319,075.00	\$766,800.00	\$806,000.00
COVERAGE SECTION II: GENERAL LIABILITY with SIR of \$400,000			
Combined Per Occurrence Limit	\$1,000,000	\$5,000,000	\$5,000,000
Combined Annual Aggregate of \$400,000	\$5,000,000	\$10,000,000	\$10,000,000
<i>Sub-limits are not additional amounts of insurance & subject to \$400,000 SIR:</i>			
Sexual Harassment Liability – Per Occurrence/Annual Aggregate	\$1,000,000 / \$5,000,000	\$1,000,000 / \$5,000,000	\$1,000,000 / \$5,000,000
Sexual Abuse Liability – Per Occurrence/Annual Aggregate	\$1,000,000 / \$5,000,000	\$1,000,000 / \$5,000,000	\$1,000,000 / \$5,000,000
Damage to Premises Rented to Others	\$1,000,000	\$1,000,000	\$1,000,000
COVERAGE SECTION III: AUTOMOBILE LIABILITY with SIR of \$400,000			
Per Occurrence Limit	\$1,000,000	\$5,000,000	\$5,000,000
COVERAGE SECTION IV: PUBLIC OFFICIALS MISCELLANEOUS LIABILITY with SIR of \$200,000 – Claims-Made			
Errors & Omissions	Not Covered	Not Covered	\$5,000,000 / \$10,000,000
Employment Practices Liability	Not Covered	Not Covered	\$5,000,000 / \$10,000,000
Sexual Harassment Liability & Sexual Abuse Liability	Not Covered	Not Covered	\$5,000,000 / \$10,000,000
COVERAGE SECTION V: EXCESS WORKERS' COMPENSATION & EMPLOYERS LIABILITY with SIR of \$600,000			
Coverage A: Excess Workers' Compensation	\$400,000	\$400,000	\$400,000
Coverage B: Excess Employers' Liability	\$400,000	\$400,000	\$400,000

Details of Coverage / Policy Term / Premium

Excess Liability Package (cont'd)

Policy Term Carrier A.M. Best Rating	EXPIRING PROGRAM 10/1/2019 – 10/1/2020 Lloyds of London/BRIT A XV	OPTION 7 RENEWAL PROGRAM 10/1/2020 – 10/1/2021 Lloyds of London/BRIT A XV	OPTION 8 RENEWAL PROGRAM 10/1/2020 – 10/1/2021 Lloyds of London/BRIT A XV
SECTION VI: EMPLOYEE BENEFITS LIABILITY with SIR of \$400,000			
Each Claim	\$1,000,000	\$3,000,000	\$3,000,000
Annual Aggregate	\$5,000,000	\$8,000,000	\$8,000,000
SECTION VII: CRIME with SIR of \$25,000			
Money & Securities	\$1,000,000	\$1,000,000	\$1,000,000
Forgery or Alteration	\$1,000,000	\$1,000,000	\$1,000,000
Employee Dishonesty	\$1,000,000	\$1,000,000	\$1,000,000
SECTION VIII: LAW ENFORCEMENT LIABILITY with SIR of \$400,000			
Combined Per Occurrence	\$1,000,000	\$3,000,000	\$3,000,000
Combined Annual Aggregate	\$5,000,000	\$8,000,000	\$8,000,000
Sub-limits are not additional amounts of insurance & subject to \$400,000 SIR:			
Sexual Harassment Liability – Per Occurrence/Annual Aggregate	\$1,000,000 / \$5,000,000	\$1,000,000 / \$5,000,000	\$1,000,000 / \$5,000,000
Sexual Abuse Liability – Per Occurrence/Annual Aggregate	\$1,000,000 / \$5,000,000	\$1,000,000 / \$5,000,000	\$1,000,000 / \$5,000,000

Details of Coverage / Policy Term / Premium

Excess Liability Package (cont'd)

Notable Endorsements	
Coverage Section VI Employee Benefits Liability – Occurrence Basis	Yes
Florida No Fault – Statutory Minimum Limits	Yes
Failure to Supply Exclusion is to apply with the exception of Water (as expiring)	Yes
Emergency Medical Services Exclusion	Yes
Coverage Section II and Section VIII – Absolute Water Contamination Exclusion	Yes
Jones Act and USL&H Act Exclusion Deleted	Yes
Coverage Section VII Crime Extension – Investigative Expenses	Yes
Coverage Section VII Extension – Employee Definition	Yes
Coverage Section VII Crime - Employee Dishonesty Coverage Extension - Funds Transfer Fraud	Yes
Notification of Claims, Occurrence or Suits	Yes
Procedures for Third Party Claims Administrators	Yes
Subjectivities	
1. Signed ACCEPTANCE or REJECTION of Certified Acts of Terrorism coverage	
2. FL Personal Injury Protection (PIP)	
3. FL Uninsured Rejection Acord Form	

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Details of Coverage / Policy Term / Premium

Excess Workers' Compensation & Excess Employers' Liability

Policy Term Carrier A.M. Best Rating	EXPIRING PROGRAM 10/1/2019 – 7/1/2020 Safety National Casualty Co. A+ XV	RENEWAL PROGRAM 10/1/2020 – 10/1/2021 Safety National Casualty Co. A+ XV
Premium	\$248,412.00	\$271,746.00
FL WC Insurance Guarantee Fund Assessment (1%)	N/A	\$2,717.46
TOTAL PREMIUM	\$248,412.00	\$274,463.46
Policy Limits		
Coverage A – Excess WC	Statutory	Statutory
Coverage B – Excess Employer's Liability	\$1,000,000	\$1,000,000
Self-Insured Retention	\$1,000,000	\$1,000,000
Rate	\$0.2062 per \$100 of payroll	\$0.2175 per \$100 of payroll
Estimated Payroll	\$120,471,481	\$124,940,695
Change in Payroll (\$) = \$4,469,214		3.71%
Key Endorsements		
Longshoremen's and Harbor Workers' Compensation Act Coverage Endorsement	Yes	Yes
Maritime Coverage Endorsement	Yes	Yes
Voluntary Compensation Endorsement	Yes	Yes
Foreign Voluntary Workers' Compensation and Employers' Liability – Including Defined Endemic Disease	Yes	Yes
Florida Terrorism Risk Insurance Program Reauthorization Act Endorsement	Yes	Yes
Subjectivity		
1. Updated Loss Runs valued within 90 days of the effective date prior to binding		

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Details of Coverage / Policy Term / Premium

EMT Professional Liability

Policy Term Carrier A.M. Best Rating	EXPIRING PROGRAM 10/1/2019 – 10/1/2020 Lloyds of London A XV	OPTION 1 RENEWAL PROGRAM 10/1/20 – 10/1/2021 Lloyds of London A XV
Premium	\$55,000.00	\$100,000.00
FL Surplus Lines Taxes & Fees	Exempt	Exempt
Policy Fee	\$0.00	\$150.00
Intermediary Fee	\$100.00	\$100.00
TOTAL PREMIUM	\$55,100.00	\$100,250.00
Coverage / Limits		
Each Claim/Aggregate Limit	\$1,000,000/ \$1,000,000	\$1,000,000/\$1,000,000
Deductible Each Claim, including Claim Expense	\$50,000	\$50,000
Retro Dates	7/1/2009 – for limit of \$100K/\$300K 7/1/2011 – for limit of \$250K/\$500K 4/17/2019 – for limit of \$1M/\$1M	7/1/2009 – for limit of \$100K/\$300K 7/1/2011 – for limit of \$250K/\$500K 4/17/2019 – for limit of \$1M/\$1M
Defense	Inside the limit and deductible	In addition to limit and deductible
HIPAA Sub-Limit	\$100,000 Damages and Defense	\$100,000 Damages and Defense
Additional Insured	Medical Director	Medical Director
Terms & Conditions		
Named Insured's Profession	Ambulance Service including Paramedics & EMTs	Ambulance Service including Paramedics & EMTs
Coverage Trigger	Claims Made and reported	Claims Made and reported
Who is Covered	Named Insured, partner, stockholder. Any employee or former employee but only for Claims that result from Wrongful Acts committed within the scope of their employment by the Named Insured	Named Insured, partner, stockholder. Any employee or former employee but only for Claims that result from Wrongful Acts committed within the scope of their employment by the Named Insured

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Details of Coverage / Policy Term / Premium

EMT Professional Liability (cont'd)

Policy Term Carrier A.M. Best Rating	Expiring Program 10/1/2019 – 10/1/2020 Lloyds of London A XV	OPTION 1 Renewal Program 10/1/20 – 10/1/2021 Lloyds of London A XV
Professional Services	Services performed or advice given by You for a fee, remuneration or other consideration in Your capacity as stated on the Supplemental Declarations as Named Insured's Profession.	Services performed or advice given by You for a fee, remuneration or other consideration in Your capacity as stated on the Supplemental Declarations as Named Insured's Profession.
Wrongful Act	Any actual or alleged negligent act, error or omission You or any person or entity for whom You are legally responsible commit, but only in the performance of Your Professional Services for others as stated on the Supplemental Declarations as Named Insured's Profession.	Any actual or alleged negligent act, error or omission You or any person or entity for whom You are legally responsible commit, but only in the performance of Your Professional Services for others as stated on the Supplemental Declarations as Named Insured's Profession.
Innocent Insured Protection	Included	Included
Subjectivity		
1. Applications needs to be re-signed and re-dated.		

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Details of Coverage / Policy Term / Premium

Blanket Accident Coverage (10/1/20-10/1/22)

Policy Term Carrier A.M. Best Rating	EXPIRING PROGRAM 10/1/2019 – 10/1/2020 ACE American Ins Co (Chubb) A++ XV	RENEWAL PROGRAM 10/1/2020 – 10/1/2021 ACE American Ins Co (Chubb) A++ XV
PREMIUM	\$12,395.00	\$15,280.00
Class 1 Eligible Persons: All Law Enforcement, Correctional and Correctional Probation Officers as defined in Florida Statute 112.19(b) of the Policyholder who are in Active Service		
Limit of Duty Coverage Principal Sum	\$75,000	\$75,000
Fresh Pursuit Coverage Principal Sum	\$75,000	\$150,000
Unlawful and Intentional Coverage Principal Sum	\$225,000	\$225,000
Class 2 Eligible Persons: All Firefighters as defined in Florida Statute 112.191(b) of the Policyholder who are in Active Service		
Limit of Duty Coverage Principal Sum	\$75,000	\$75,000
Fresh Pursuit Coverage Principal Sum	\$75,000	\$75,000
Unlawful and Intentional Coverage Principal Sum	\$225,000	\$225,000
Time Period for Loss	365 days from the date of a Covered Accident	365 days from the date of a Covered Accident
Exposure	304 Full-time Police Officers 225 Full-time Firefighters	314 Full-time Police Officers 227 Full-time Firefighters

Details of Coverage / Policy Term / Premium

Pollution / Environmental Liability

Policy Term Carrier A.M. Best Rating	EXPIRING PROGRAM 10/1/2019 – 10/1/2020 Illinois Union Ins Co (Chubb) A++ XV	RENEWAL PROGRAM 10/1/2020 – 10/1/2021 Illinois Union Ins Co (Chubb) A++ XV
Premium	\$13,811.00	\$15,211.00
Certified Acts of Terrorism	\$691.00	\$761.00
FL Surplus Lines Taxes & Fees	Exempt	Exempt
TOTAL PREMIUM	\$14,502.00	\$15,972.00
Coverage / Limits		
Per Pollution Condition or Indoor Environmental Condition / Aggregate	\$1,000,000/\$1,000,000	\$1,000,000/\$1,000,000
Self-Insured Retention	\$25,000	\$25,000
Business Interruption Loss Deductible	10 Days	10 Days
Retro Date	10/01/2017	10/01/2017
Key Endorsements (but not limited to):		
Dedicated Defense Aggregate Limit Endorsement	\$250,000	\$250,000
Landfill and Odors Exclusionary Endorsement – There are not any landfills on the SOV. This is a preliminary coverage endorsement that is not uncommon on this risk type.	There are not any landfills on the SOV. This is a preliminary coverage endorsement that is not uncommon on this risk type.	There are not any landfills on the SOV. This is a preliminary coverage endorsement that is not uncommon on this risk type.
Lead Exclusionary (Potable Water) Endorsement	Policy never provided coverage for water products. This is a belt and suspenders approach Chubb takes to ensure they would not get pulled into a claim where coverage wasn't granted in the first place	Policy never provided coverage for water products. This is a belt and suspenders approach Chubb takes to ensure they would not get pulled into a claim where coverage wasn't granted in the first place
Maintenance, Upgrades, Improvements or Installations Exclusion for any upgrade costs associated with water/wastewater treatment plant	This is applied to most risks now. Effectively, the carrier will not pay to upgrade an aging plant.	This is applied to most risks now. Effectively, the carrier will not pay to upgrade an aging plant.
Sudden and Accidental Coverage Limitation Coverage	Yes	Yes
Waiver of Subrogation (By Contract) Endorsement	No	Yes

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Details of Coverage / Policy Term / Premium

Pollution / Environmental Liability (cont'd)

Policy Term Carrier A.M. Best Rating	EXPIRING PROGRAM 7/1/2019 – 7/1/2020 Illinois Union Ins Co (Chubb) A++ XV	RENEWAL PROGRAM 7/1/2020 – 7/1/2021 Illinois Union Ins Co (Chubb) A++ XV
Perfluorinated Compounds Exclusion	Increasingly common exclusion applied to all public entities. PFAS is anticipated to be the “next asbestos” and there is a lot of uncertainty surrounding it as there are no formal testing standards to underwrite to	Increasingly common exclusion applied to all public entities. PFAS is anticipated to be the “next asbestos” and there is a lot of uncertainty surrounding it as there are no formal testing standards to underwrite to
Remediation costs exclusion for 3441 W. Hollywood Blvd., which is the water treatment plant	No cleanup coverage for the water treatment plant based on its risk type	No cleanup coverage for the water treatment plant based on its risk type
Sudden and Accidental coverage for water wells	Pollution conditions at water wells must be reported within a specified time period for coverage to apply	Pollution conditions at water wells must be reported within a specified time period for coverage to apply
Schedule of Covered Locations - Per SOV on file	Yes	Yes
Service of Suit Endorsement - Florida	Yes	Yes
Trade or Economic Sanctions Endorsement	Yes	Yes
Supplementary Payments Amendatory Endorsement	No	Yes
VALUE-ADDED SERVICES: - Chubb Environmental Risk is committed to developing long-term relationships with our valued insureds. It is our philosophy to partner with our insureds and become an extension of their risk management team, in an effort to enhance the environmental risk management culture within their organization. Working with our insured's risk management team, Chubb Environmental Risk will utilize Environmental Incident Alert, in addition to ESIS Health, Safety and Environmental Services, an Chubb loss control subsidiary, to customize and deliver quality environmental engineering risk control services focused on helping them minimize potential loss exposures. Environmental Incident Alert is a complimentary program developed to assist Chubb Environmental Risk clients find and dispatch qualified incident response contractors, monitor cleanup costs (in real time) and mitigate potential liabilities associated with environmental releases.		
Subjectivity: Signed ACCEPTANCE or REJECTION of Certified Acts of Terrorism coverage AND Re-dated application		

Details of Coverage / Policy Term / Premium

Tank Pollution Liability

Policy Term Carrier A.M. Best Rating	EXPIRING PROGRAM 10/1/2019 – 10/1/2020 Nautilus Insurance Company A++ XV	RENEWAL PROGRAM 10/1/2020 – 10/1/2021 Nautilus Insurance Company A++ XV
Premium	\$13,045.00	\$13,752.00
Certified Acts of Terrorism	\$130.00	\$138.00
FL Surplus Lines Taxes & Fees	Exempt	Exempt
TOTAL PREMIUM	\$13,175.00	\$13,890.00
Coverage / Limits		
Covered Storage Tank Systems Cleanup Costs and Third Party Bodily Injury and Property Damage Liability – Per Claim/ Aggregate	\$1,000,000 / \$2,000,000	\$1,000,000 / \$2,000,000
Defense Per Claim/Aggregate	\$250,000 / \$500,000	\$250,000 / \$500,000
Self-Insured Retention Per Claim	\$25,000	\$25,000
Notable Change:		
<ol style="list-style-type: none"> Deleted storage tank systems at 2211 N. Ocean Dr., Hollywood, FL 33019 Addition of 250 Hollywood Blvd., Hollywood, FL 33312 to the 10% co-insurance endorsement, due to the age of the tank systems New storage tank systems at 804 S. Ocean Dr., Hollywood, FL 33019 Covered storage tank system install date at Fire Station 345 located at 1810 N. 64th Ave., Hollywood, FL has been corrected to reflect the Florida State Registration install date of 5/1/2018. 		
Subjectivity		
<ol style="list-style-type: none"> Signed TRIA acceptance form Need copy of updated registration paperwork sent to the State, or will be sent to the State reflecting the tank at Fire Station #45 with the 10/1/2019 install date. Current State record reflects the installation date to be May 1, 2018. 		

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Details of Coverage / Policy Term / Premium

Marina Operators Liability Program

Policy Term Carrier A.M. Best Rating	EXPIRING PROGRAM 10/1/2019 – 10/1/2020 Atlantic Specialty Ins. Co. through IMU A+ XV	RENEWAL PROGRAM 10/1/2020 – 10/1/2021 Atlantic Specialty Ins. Co. through IMU A+ XV
HULL & MACHINERY		
Per Vessel Schedule on File – Total TIV	\$277,629	\$277,629
Deductible	\$1,000	\$1,000
Rate	1.00%	1.15%
Equipment/Tools	Yes	Yes
Hull Form	Atlantic Marine Package Form	Atlantic Marine Package Form
PROTECTION & INDEMNITY (P&I)		
Limit	\$1,000,000	\$1,000,000
Deductible	\$2,500	\$2,500
Crew on workboat, less than 4 hours/week	Rated on 1 p/t crew on 1 vessel	Rated on 1 p/t crew on 1 vessel
MARINE OPERATORS LEGAL LIABILITY (MOLL)		
Receipts	\$1,005,776	\$1,227,489 22% ^A
Limit of Legal Liability and Aggregate	\$1,000,000	\$1,000,000
Deductible	\$10,000	\$10,000
Coverage limited to three locations on file	Yes	Yes
Commercial General Liability (CGL)		
General Aggregate Limited (other than Products/Completed Ops)	\$2,000,000	\$2,000,000
Products/Completed Operations Aggregate Limit	\$1,000,000	\$1,000,000
Personal and Advertising Injury Limit	\$1,000,000	\$1,000,000
Each Occurrence Limit	\$1,000,000	\$1,000,000

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Details of Coverage / Policy Term / Premium

Marina Operators Liability Program (cont'd)

Policy Term Carrier A.M. Best Rating	EXPIRING PROGRAM 10/1/2019 – 10/1/2020 Atlantic Specialty Ins. Co. through IMU A+ XV	RENEWAL PROGRAM 10/1/2020 – 10/1/2021 Atlantic Specialty Ins. Co. through IMU A+ XV
Fire Damage Limit	\$100,000	\$100,000
Medical Expense Limit	\$5,000	\$5,000
CGL Deductible	\$2,500	\$2,500
POLICY HIGHLIGHTS		
H&M – Special Conditions	N/A	N/A
Collision removed from hull and placed in P&I with \$1M limit	Yes	Yes
H&M and P&I have Pollution Exclusion Endorsement	Yes	Yes
Pollution Buyback for Sudden and Accidental Discharges	No	Yes
PROGRAM PREMIUM		
Hull and Equipment/Tools	\$2,879.00	\$3,312.00
P&I	\$1,050.00	\$1,218.00
Hull & P&I TRIA (Optional)	Declined	\$226.50
MOLL and CGL	\$7,200.00	\$10,120.00
MOLL & CGL TRIA (Optional)	Declined	\$506.00
TOTAL PROGRAM PREMIUM	\$11,129.00	\$14,650.00
Hull and P&I TRIA (Optional)	Declined	\$226.50 (Add'l Premium)
MOLL & CGL TRIA (Optional)	Declined	\$506.00 (Add'l Premium)
SUBJECTIVITY		
1. None		

Details of Coverage / Policy Term / Premium

Vessel Pollution Liability

Policy Term Carrier A.M. Best Rating	EXPIRING PROGRAM 10/1/2019 – 10/1/2020 Various through Safe Harbor Pollution Insurance	RENEWAL PROGRAM 10/1/2019 – 10/1/2020 Various through Safe Harbor Pollution Insurance
PREMIUM	\$1,390.00	\$1,390.00
Coverage/Limits		
Limit of Liability	\$5,000,000	\$5,000,000
Annual Aggregates	<ul style="list-style-type: none">• U.S. Criminal Defense (SECTION 8 of CHAPTER 2) in the amount of \$100,000• Fines & Penalties (SECTION 4 CHAPTER 2) in the amount of \$1,000,000 Per Occurrence with an Annual Aggregate of \$1,000,000	
Navigation Limits	World Wide	
Additional Coverages	OFAC/Economic Sanctions Violation Exclusion TRIA Disclosure Endorsement Vessel Schedule	
Special Conditions	\$350.00 Minimum Earned Premium	
Subjectivity		
1. None		

VESSEL SCHEDULE			
COUNT	DESCRIPTION/NAME	GRT	TYPE
1	1992 Dusky Skiff 16'	25	Workboat
2	2005 Intrepid 30'	30	Workboat
3	2008 Contender Open Fisherman 25'	25	Workboat
4	2006 Carolina Skiff 19'	25	Workboat
5	2015 Carolina Skiff	25	Workboat

Details of Coverage / Policy Term / Premium

Deadly Weapon/Active Shooter

Policy Term Carrier A.M. Best Rating	EXPIRING PROGRAM 10/1/2019 – 10/1/2020 Lloyds of London A XV	RENEWAL PROGRAM 10/1/2020 – 10/1/2021 Lloyds of London A XV
Premium	\$45,7560.00	\$45,756.00
FL Surplus Lines Taxes & Fees	Exempt	Exempt
TOTAL PREMIUM	\$45,756.00	\$45,756.00
Coverage Limits – Claims Made		
3 rd Party Limit of Liability – Per Event	\$1,000,000	\$1,000,000
Annual Aggregate	\$1,000,000	\$1,000,000
Business Interruption Extension – Per Event	\$1,000,000	\$1,000,000
Property Damage Extension – Per Event	\$500,000	\$500,000
Funeral Expenses	\$500,000	\$500,000
Crisis Management	\$1,000,000	\$1,000,000
Counseling Services	\$500,000	\$500,000
Deductible/SIR Each and Every Deadly Weapon Event including Claim Expenses	\$10,000	\$10,000
Waiting Period – Business Interruption of Business Extension	3 Days	3 Days
Retro Date	10/1/2019	10/1/2019
Defense Limitations: Defense costs are within the Limit of Liability.		
Covered Locations: Any location owned, operated, managed, leased or maintained by the City upon the inception date as per locations on file with the carrier		
Exclusions (include but not limited to): Chemical, biological, biochemical or electromagnetic weapon, radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear component, war, punitive or exemplary damages, criminal or fraudulent conduct the Named Insured, any claim or claims made by or on behalf of any Assailant(s). COVID 19. The assets that are subleased to another entity i.e. a park is subleased to a concert event organizer.		
Subjectivity		
1. Subject to confirmation of no known threats, incidents or losses, undisclosed claims record or other information relevant to the proposed insurance.		

Commercial Risk Solutions

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Edition Date: December 7, 2019 | Proprietary & Confidential

Details of Coverage / Policy Term / Premium

Cyber Liability

Policy Term Carrier A.M. Best Rating	EXPIRING PROGRAM 10/1/2019 – 10/1/2020 Indian Harbor Ins Co (AXA XL) A XV	OPTION 1 RENEWAL PROGRAM 10/1/2019 – 10/1/2020 Indian Harbor Ins Co (AXA XL) A XV	RENEWAL PROGRAM 10/1/2019 – 10/1/2020 AXIS Surplus Ins Co A XV	OPTION 2 RENEWAL PROGRAM 10/1/2020 – 10/1/2021 Indian Harbor Ins Co (AXA XL) A XV
Premium	\$26,915.00	\$29,255.00	\$65,315.00	\$55,675.00
FL Surplus Lines Taxes & Fees	Exempt	Exempt	Exempt	Exempt
TOTAL PREMIUM	\$29,915.00	\$29,255.00	\$65,315.00	\$55,675.00
Policy Limits				
Aggregate Limit	\$5,000,000	\$5,000,000	\$5,000,000	\$10,000,000
Retention	\$50,000	\$250,000	\$100,000	\$250,000
Third Party Liability Coverage				
Media	\$5,000,000	\$5,000,000	\$5,000,000	\$10,000,000
Privacy & Cyber Security	\$5,000,000	\$5,000,000	\$5,000,000	\$10,000,000
Privacy Regulatory Defense, Awards & Fines	\$5,000,000	\$5,000,000	\$5,000,000	\$10,000,000
PCI DSS Coverage	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000
First Party Liability Coverage				
Business Interruption & Extra Expense	\$5,000,000 10 Hour Waiting Period	\$5,000,000 10 Hour Waiting Period	\$5,000,000 8 Hour Waiting Period	\$10,000,000 10 Hour Waiting Period
Data Recovery	\$5,000,000	\$5,000,000	\$5,000,000	\$10,000,000
Cyber-Extortion and Ransomware	\$5,000,000	\$5,000,000	\$5,000,000	\$10,000,000
Data Breach Response and Crisis Management Coverage	\$5,000,000	\$5,000,000	\$5,000,000	\$10,000,000
System Failure	\$5,000,000	\$5,000,000	\$5,000,000	\$10,000,000
Dependent Business Interruption System Failure	\$5,000,000	\$5,000,000	\$5,000,000	\$10,000,000
Consequential Reputational Loss subject to a six month period of indemnity and two week waiting period	\$2,000,000	\$5,000,000	\$1,000,000	\$10,000,000
Bricking Coverage Sublimit	\$2,000,000	\$5,000,000	\$2,000,000	\$5,000,000
Voluntary Shutdown Sublimit	\$2,000,000	\$5,000,000	Not Covered	\$5,000,000

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Details of Coverage / Policy Term / Premium

Cyber Liability (cont'd)

Policy Term Carrier A.M. Best Rating	EXPIRING PROGRAM 10/1/2019 – 10/1/2020 Indian Harbor Ins Co (AXA XL) A XV	OPTION 1 RENEWAL PROGRAM 10/1/2019 – 10/1/2020 Indian Harbor Ins Co (AXA XL) A XV	RENEWAL PROGRAM 10/1/2019 – 10/1/2020 AXIS Surplus Ins Co A XV	Option 2 EXPIRING PROGRAM 10/1/2020 – 10/1/2021 Indian Harbor Ins Co (AXA XL) A XV
Cyber Crime Aggregate	N/A	\$250,000	Not covered	\$250,000
Social Engineering Financial Fraud	\$250,000	\$250,000	\$250,000	\$250,000
Funds Transfer Fraud	N/A	\$250,000	Not covered	\$250,000
Invoice Manipulation	N/A	\$100,000	\$250,000	\$100,000
Utility Fraud Aggregate	N/A	\$100,000	Not covered	\$100,000
Crypto-Jacking	N/A	\$100,000	\$1,000,000	\$100,000
Retroactive Date	Full Prior Acts	Full Prior Acts	Full Prior Acts	Full Prior Acts
Defense Provisions				
Type of Defense	Duty to Defend	Duty to Defend	Duty to Defend	Duty to Defend
Choice of Counsel	AXA XL Panel	AXA XL Panel	AXIS Panel	AXA XL Panel
Hammer Clause	70/30	70/30	50/50	70/30
Settlement within Retention	Allowed if claims expenses and damages are under 50% of the retention	Allowed if claims expenses and damages are under 50% of the retention	Allowed if claims expenses and damages are under the retention	Allowed if claims expenses and damages are under 50% of the retention
Notice of Claims	As soon as practicable but in no event later than the end of the policy period or any applicable Extended Reporting Period of a claim first made against the Insured after an Exec. Officer becomes aware of such claim	As soon as practicable but in no event later than the end of the policy period or any applicable Extended Reporting Period of a claim first made against the Insured after an Exec. Officer becomes aware of such claim	As soon as any Control Group Insured becomes aware of any claim, the insured must notify the Insurer in writing as soon as practicable, but in no event later than 30 days after the end of the Policy Period.	As soon as practicable but in no event later than the end of the policy period or any applicable Extended Reporting Period of a claim first made against the Insured after an Exec. Officer becomes aware of such claim
Subjectivity				
None				

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Cyber Liability – Coverage Summary – First Party



Breach Event Expenses

Triggered by discovery of a privacy incident

- Reimbursement coverage for the Insured's costs to respond to a data privacy or network security incident. Covered expenses can include: **Computer Forensics Expenses**, **Legal Counsel/Breach Coach**, **Public Relations** costs, **Consumer Notification**, **Credit Monitoring**, and **Identity Theft Monitoring** to affected individuals



First Party Coverage Parts

Triggered by a network security failure, unless system failure coverage provided

- **Business Interruption**- Reimbursement coverage for actual lost net income caused by a network security failure, as well as associated extra expense
- **Dependent Business Interruption**- Reimbursement coverage for actual lost income caused by a network security failure of a dependent business (enterprise resource planning tool, client relationship manager, email, Cloud Provider – external data centers)
- **System Failure Business Interruption**- Expands coverage trigger for business interruption beyond computer network security failure to include any system failure, or unintentional/unplanned outage.
- **Voluntary Shutdown** – Clarifying coverage endorsement that provides language surrounding intentional acts to shutdown IT Systems. Insurer notification is still commonly required
- **Digital Asset Protection**-Reimbursement coverage for costs incurred to restore, recollect, or recreate intangible, non-physical assets (software or data) that are corrupted, destroyed or deleted due to a network security failure.
- **Hardware Replacement, “Bricking”** – Reimbursement coverage for costs related to replacing inoperable or useless computer hardware following a network security event
- **Reputational Harm** – Reimbursement coverage for Business Income Loss that occurs as a result of a Network Security Failure compounded by an Adverse Media Event
- **Social Engineering** – Reimbursement coverage for Loss of Funds arising from a fraudulent transfer of money to a malicious Third Party
- **Crypto-Jacking** – Reimbursement coverage for increased Utility Costs related to malware intended to use computer processing power for mining digital currency



Cyber Extortion

Triggered by a threat to cause a security failure or privacy breach

- Reimbursement coverage for the insured for expenses incurred in the investigation of a threat and any extortion payments made to prevent or resolve the threat.

Cyber Liability – Coverage Summary – Third Party (cont'd)



Media Liability Coverage

- Liability coverage for defense costs and damages suffered by others for content-based injuries such as libel, slander, defamation, copyright infringement, trademark infringement, or invasion of privacy. The scope of covered media is variable and can range from the insured's website only to all content in any medium.



Security Liability

- Liability coverage for defense costs and damages suffered by others resulting from a failure of computer security, including liability caused by theft or disclosure of confidential information, unauthorized access, unauthorized use, denial of service attack or transmission of a computer virus.



Privacy Liability

- Liability coverage for defense costs and damages suffered by others for any failure to protect personally identifiable or confidential third-party corporate information, whether or not due to a failure of network security. Coverage may include: unintentional violations of the insured's privacy policy, actions of rogue employees, and alleged wrongful collection of confidential information.

Cyber Liability – Coverage Summary – Third Party

Fines, Penalties and Regulatory Proceedings



Regulatory Proceedings

- Liability coverage for defense costs for proceedings brought by a governmental agency in connection with a failure to protect private information and/or a failure of network security. Coverage is typically sub-limited and includes coverage for fines and penalties to the extent insurable by law. Compensatory damages, i.e. amounts the insured is required by a regulator to deposit into a consumer redress fund, may be covered.



Payment Card Industry Data Security Standards (PCI-DSS)

- Coverage for a monetary assessment (including a contractual fine or penalty) from a Payment Card Association (e.g., MasterCard, Visa, American Express) or bank processing payment card transactions (i.e., an “Acquiring Bank”) in connection with an Insured’s non-compliance with PCI Data Security Standards.

Aon's Cyber Quotient Evaluation (CyQu)

Digital transformation and cyber threats accelerate at a rapid pace, yet enterprise risk management strategies historically lag due to lack of real-time data and enterprise collaboration.

Introducing CyQu **One portal. One holistic view.**

Developed to empower enterprises using leading cyber data analytics, Aon's CyQu enables you to rapidly evaluate the enterprise cybersecurity posture and develop a data-driven risk management strategy.

- Built with patent-pending analytics methodology
- Leverages proprietary claims and incident response data
- Facilitates risk transfer opportunities
- Made stronger by Aon's Cyber Solutions

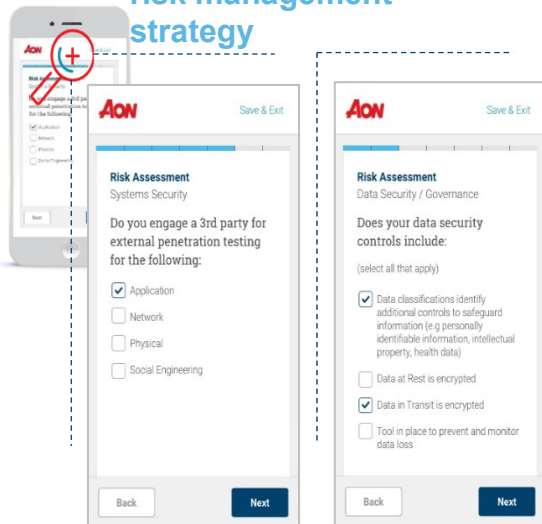


Aon's Cyber Quotient Evaluation (CyQu)

One portal. One holistic view

1

Quickly evaluate the cyber security posture and cultivate a data-driven risk management strategy



The image shows a mobile app interface for the Aon Cyber Quotient Evaluation. It features two screens of a questionnaire. The first screen asks, "Do you engage a 3rd party for external penetration testing for the following:" with checkboxes for Application, Network, Physical, and Social Engineering. The second screen asks, "Does your data security controls include:" with checkboxes for Data classifications, Data at Rest encryption, Data in Transit encryption, and a tool for monitoring data loss. Both screens have "Back" and "Next" buttons and a "Save & Exit" option at the top.

CyQu Platform is tailored to address any market segment

2

Immediate benchmarking against industry peers



Instant cyber maturity scoring and vulnerability assessment

3

Use to streamline a submission to cyber insurance carriers



The image shows a desktop monitor displaying a detailed Aon Cyber Quotient Evaluation form. The form is titled "Cyber Quotient Evaluation" and includes a section for "Incident and Response Security - Incident Protection". It contains various input fields, checkboxes, and a "Save" button at the bottom right.

Flexible, self-attestation questionnaire framework

Aon Proprietary Cyber Quantification Tools

Aon is the only risk advisory company with the depth of security, risk, and insurance data analytics tools and dedicated cyber subject matter experts.

These tools include:

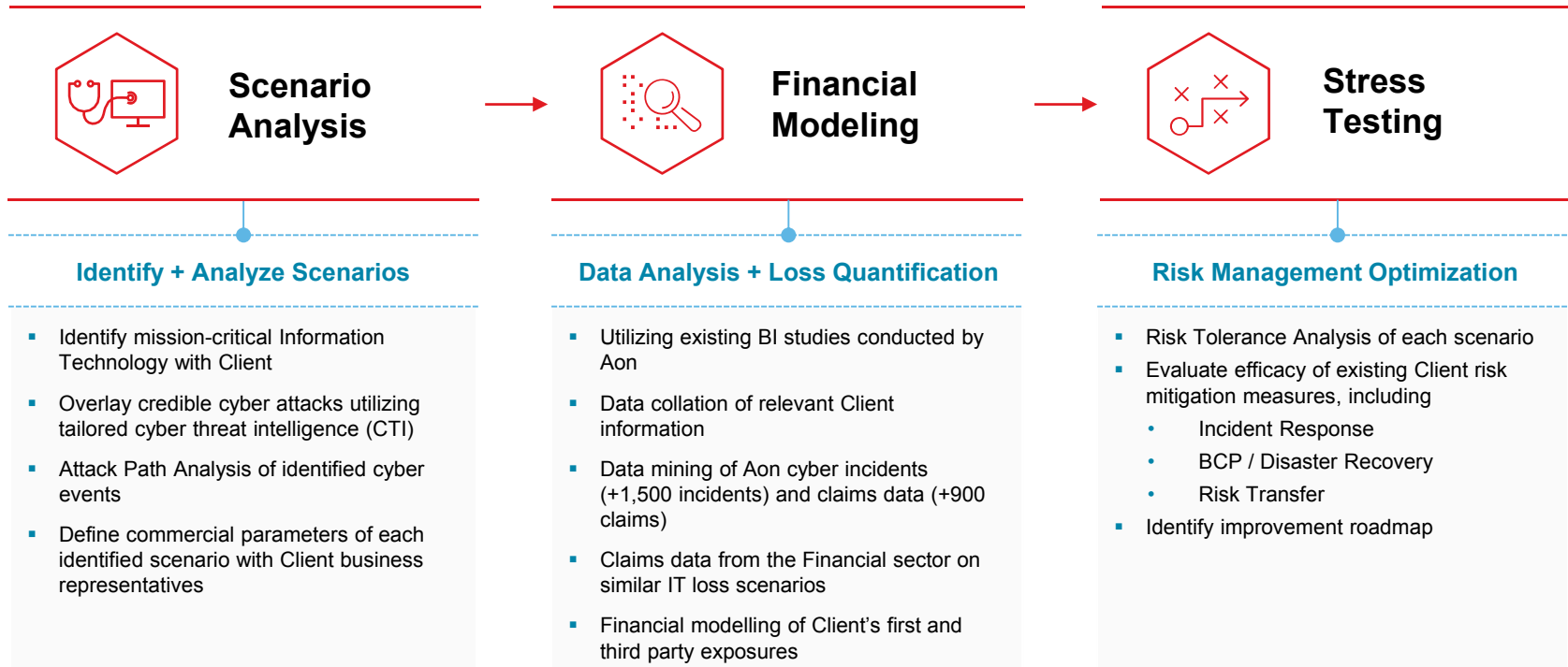
Categories	Cyber Insight 2.0	Cyber Impact Analysis
Solution	Streamlined cyber modelling to provide insights on probability and severity of standardized exposures on an industry and revenue basis	Detailed and tailored cyber risk quantification involving cyber threat modeling, financial analysis, and stress testing
Delivery Timing	2 weeks	+6-8 Weeks
Client Resources	Cyber Insight 2.0 Form Completion	Interviews and Workshops with Risk, Security, ERM, BC/DR, Legal, Finance, & Operations SMEs
Analysis Insights	Aon R&D based on Industry and Company Size analysis	Aon R&D (CTI, DFIR, Incident, Claims) Client datasets (Threat Intel, Security Controls, Financial, Operational, Insurance)
Scenarios Analyzed	1) Data Breach/Privacy 2) Commodity Ransomware 3) Mass Business Interruption	4-12 bespoke scenarios based on Technology and Threat Profile. Scenario analysis involves both Attack Path Analysis and Commercial Mapping.
Output	TCOR and Confidence Levels	Maximum Foreseeable Loss, Risk Tolerance, Insurance Stress Testing, Security ROI, TCOR
Insights	Probability, Volatility, Premium Value	Worst Case Scenario for Limits Purchase, Probability, Volatility, Premium Value

Cyber Impact Analysis

Provide Data-Driven Insights to Improve Operational and Financial Resilience

Aon has a proven data driven analytical framework to quantify both first and third party cyber scenarios. The **Cyber Impact Analysis** has been employed by Fortune 500 Manufacturing, Technology, and Media Clients to stress test existing insurance strategies and implement a more integrated approach to cyber risk financing and transfer.

This approach involves the following activities:



Stroz Friedberg Incident Response

Tier 1 (\$0)	Tier 2 (\$95,000)	Tier 3 (\$185,000)	Tier 4 (Custom)
IR Retainer Agreement (basic terms & conditions for IR services)	IR Retainer Agreement (basic terms & conditions for IR services)	IR Retainer Agreement (basic terms & conditions for IR services)	IR Retainer Agreement (basic terms & conditions for IR services)
Leverage proprietary technology and IOC repository (if required during an incident)	Leverage proprietary technology and IOC repository (if required during an incident)	Leverage proprietary technology and IOC repository (if required during an incident)	Leverage proprietary technology and IOC repository (if required during an incident)
No prepaid hours, but blended rate of \$525/hour (non-panel)	Block of 200 prepaid hours at discounted rate of \$475/hour	Block of 400 prepaid hours at discounted rate of \$460/hour	Customized block of >400 prepaid hours at discounted rate

Blended rate **decreases** as number of prepaid discounted hours **increases**

E&O/Cyber Insurance – Market Trends as of Q2 2020

Claims & Losses

- Complex cyber events (Marriott, Capital One, Equifax) have impacted cyber insurance market, particularly traditional excess insurers where pricing has historically been extremely thin
- Losses paid from major cyber claims since 2017, and reported through public filings, has exceeded \$450M
- In 2018, over 4,000 claims were filed through stand-alone cyber insurance programs
- Ransomware activity has stressed SME and Middle Market segment of insurer portfolios. Insurers have reported 30% - 200% increases in reported cyber incidents due to recent ransomware targeted as smaller organizations
- Regulatory environment continues to gain complexity, particularly with emerging privacy legislation

Coverage

- Cyber business interruption coverage continues to expand, particularly with respect to dependent business interruption and technology failure (i.e. systems failure)
- Insurers continue to emphasize panel arrangements, including use of pre-arranged vendors and legal support
- Supplementary coverages being added to address new attack patterns (invoice manipulation, crypto-jacking, reputational harm, etc.)
- Insurers have started to consider retracting coverage for Ransomware events

Capacity

- Average limits purchased is up 42% for large companies (>\$1.5B in AR) over trailing 36 months
- Number of companies purchasing more than \$200M in limit doubled from 2018 to 2019
- There is \$1B in theoretical capacity available in the E&O / Cyber market place
- Increased limits purchased creates leaner overall pricing, paired with increased claims activity insurers are feeling stress to profitability across E&O/Cyber portfolios

Rate Environment

- The market conditions for both E&O and Cyber are firming with a notable acceleration in Q1 2020
- Insurer feedback suggests the need for 5% - 15% rate increase In 2020
- Aon's Q1 pricing data reaffirms insurer feedback in the large enterprise segment, with average primary pricing up ~4% YOY and excess pricing up 5% - 15% YOY depending on attachment point
- The Middle Market / SME segments continue to show average premium declining YOY, however market feedback and general trends show pricing will start to firm throughout 2020
- Aon anticipates amplified rate pressure across E&O and Cyber Product segments, particularly in excess market placements

Commercial Risk Solutions

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Edition Date: December 7, 2019 | Proprietary & Confidential

Details of Coverage / Policy Term / Premium

Unmanned Aircraft Systems (UAS – DRONES)

Policy Term Carrier A.M. Best Rating	EXPIRING PROGRAM 10/1/2019– 10/1/2020 Us Aircraft Ins. Group A XV	OPTION 1 RENEWAL PROGRAM 10/1/2020– 10/1/2021 Us Aircraft Ins. Group A XV	OPTION 2 RENEWAL PROGRAM 10/1/2020– 10/1/2021 Us Aircraft Ins. Group A XV	OPTION 3 RENEWAL PROGRAM 10/1/2020– 10/1/2021 Us Aircraft Ins. Group A XV
Liability	\$7,497.00	\$8,397.00	\$7,483.00	\$6,554.00
War Liability	\$375.00	\$420.00	\$375.00	\$328.00
Physical Damage	<u>\$1,200.00</u>	<u>\$1,560.00</u>	<u>\$1,560.00</u>	<u>\$1,560.00</u>
TOTAL PREMIUM	\$9,072.00	\$10,376.00	\$9,418.00	\$8,442.00
Coverage Tier 2	UAS owned by, leased to, or in the care, custody or control of the Named Insured, weighing less than 55 pounds	UAS owned by, leased to, or in the care, custody or control of the Named Insured, weighing less than 55 pounds	UAS owned by, leased to, or in the care, custody or control of the Named Insured, weighing less than 55 pounds	UAS owned by, leased to, or in the care, custody or control of the Named Insured, weighing less than 55 pounds
Basis on which UAS Liability applies (Blanket or Scheduled)	Blanket – Any and all UAS subject to a maximum of 15	Blanket – Any and all UAS subject to a maximum of 15	Blanket – Any and all UAS subject to a maximum of 15	Blanket – Any and all UAS subject to a maximum of 15
LIABILITY COVERAGE				
UAS Liability Limit – CSL (Bodily Injury & Property Damage)	\$5,000,000	\$5,000,000	\$4,000,000	\$3,000,000
Premises Liability Limit – CSL (Bodily Injury and Property Damage)	\$5,000,000	\$5,000,000	\$4,000,000	\$3,000,000
Personal & Advertising Injury – each offense/annual aggregate	Matches Policy Limit up to \$25,000,000	Matches Policy Limit up to \$25,000,000	Matches Policy Limit up to \$25,000,000	Matches Policy Limit up to \$25,000,000
Medical Payments – each person	\$100,000	\$100,000	\$100,000	\$100,000
Contractual Liability	Policy Limit – 60 day reporting	Policy Limit – 60 day reporting	Policy Limit – 60 day reporting	Policy Limit – 60 day reporting
PHYSICAL DAMAGE COVERAGE				
UAS Physical Damage Limit	\$25,000	\$25,000	\$25,000	\$25,000
Physical Damage Deductible – Each Loss	5%	5%	5%	5%

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Details of Coverage / Policy Term / Premium

Unmanned Aircraft Systems (UAS – DRONES) cont'd

	EXPIRING PROGRAM 10/1/2019– 10/1/2020 Us Aircraft Ins. Group A XV	OPTION 1 RENEWAL PROGRAM 10/1/2020– 10/1/2021 US Aircraft Ins. Group A XV	OPTION 2 RENEWAL PROGRAM 10/1/2020– 10/1/2021 US Aircraft Ins. Group A XV	OPTION 3 RENEWAL PROGRAM 10/1/2020– 10/1/2021 US Aircraft Ins. Group A XV
Policy Term				
Carrier				
A.M. Best Rating				
SUPPLEMENTARY PAYMENTS				
Defense Costs	In addition to the Limits of Liability, duty to defend ceases when limits are exhausted.			
Bail Bonds – Each Occurrence	\$15,000			
Loss of Earnings	\$500 per day			
POLICY CONDITIONS				
Purpose of Use	You may use the Unmanned Aircraft System for all operations required by the Named Insured			
Pilots	Any pilot approved by the Named Insured or their designee			
Policy Territory	Worldwide			
Inadvertent E&O or Failure to Give Notice	Included			
Fellow Employee Coverage	Included			
Cancellation Terms	90 days' notice / 15 days for non-payment			
POLICY ENDORSEMENTS:				
Non-Owned UAS Liability Limit - each occurrence	\$5,000,000 – Option 1 \$4,000,000 – Option 2 \$3,000,000 – Option 3			
Property Damage to Non-Owned UAS - each occurrence	\$250,000			
UAS Cargo Liability - each occurrence	\$100,000			
Products Liability for the Sale of UAS or UAS Parts - each occurrence and annual aggregate	\$5,000,000 – Option 1 \$4,000,000 – Option 2 \$3,000,000 – Option 3			
War Liability Write-Back Coverage - each occurrence	Policy Limit, per additional premium quoted			

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Details of Coverage / Policy Term / Premium

Unmanned Aircraft Systems (UAS – DRONES)

	EXPIRING PROGRAM 10/1/2019– 10/1/2020 US Aircraft Ins. Group A XV	OPTION 1 RENEWAL PROGRAM 10/1/2020– 10/1/2021 US Aircraft Ins. Group A XV	OPTION 2 RENEWAL PROGRAM 10/1/2020– 10/1/2021 US Aircraft Ins. Group A XV	OPTION 3 RENEWAL PROGRAM 10/1/2020– 10/1/2021 US Aircraft Ins. Group A XV
Policy Term				
Carrier				
A.M. Best Rating				
POLICY ENDORSEMENTS (Cont'd)				
Right of First Refusal on Salvage	Included	Included	Included	Included
Fire Damage Legal Liability – each occurrence	\$100,000	\$100,000	\$100,000	\$100,000
Blanket Additional Insured	Included	Included	Included	Included
Auto Attachment for Newly Acquired UAS – Liability	Included within Blanket Liability Coverage	Included within Blanket Liability Coverage	Included within Blanket Liability Coverage	Included within Blanket Liability Coverage
Auto Attachment for Newly Acquired UAS – Physical Damage	Included within Blanket Physical Damage Coverage	Included within Blanket Physical Damage Coverage	Included within Blanket Physical Damage Coverage	Included within Blanket Physical Damage Coverage
Performance Vector (included) – Option 1	3 ARGUS Unmanned Ground School Courses	3 ARGUS Unmanned Ground School Courses	3 ARGUS Unmanned Ground School Courses	2 ARGUS Unmanned Ground School Courses
Performance Vector (included) - Option 2	Safety Partner Package	Safety Partner Package	Safety Partner Package	FlyRight Package
SUBJECTIVITY				
1. None				

Program benefits include:

- The ability to provide industry leading coverage and pricing for owned UAS, non-owned UAS or even unknown UAS exposure.
- Aon Aviation Brokers have the ability to provide instantaneous quotes for clients operating UAS in compliance with FAA's Part 107 rules and regulations.
- An all-encompassing policy form providing the best available coverages and limits.
 - Limits of liability up to \$300,000,000 per occurrence.
 - Physical Damage Coverage on a scheduled and blanket basis available.
 - Option to insure UAS on a blanket liability basis in tiers of up to 5, 15, or 30 UAS.
 - Broad definitions of UAS usage, piloting and scheduled aircraft.

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Details of Coverage / Policy Term / Premium

Unmanned Aircraft Systems (UAS – DRONES)

- **Best in class sub-limits**
 - Non-Owned UAS Coverage (both Liability and Physical Damage)
 - Premises liability matching the UAS limit of liability
 - Personal and advertising injury (privacy coverage) matching the UAS limit of liability up to \$25M
 - Medical payments
 - Cargo liability
 - Sale of UAS and UAS parts
 - War write-back coverages for both Hull and Liability
 - Blanket additional insured wording
 - Inadvertent Errors and Omissions language included within the policy
 - No exclusion for liability for loss of use or consequential loss.
- Safety and loss control services through ARG/US Unmanned – USAIG provides up to 5 Unmanned Ground School (Online) courses at no charge (up to \$2,500 value)
- Options for a two or three year fixed premium policy (with caveats only dependent upon material change in risk).
- Simple Application Form will need to be completed and filed but is not required to bind coverage

SERVICES

- All claims handling is provided by the insurance company. Aon Aviation will provide claim advocacy.
- Policy documentation to be provided within 30 days of renewal.
- Certificates of Insurance will be provided by insurer upon request.

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Details of Coverage / Policy Term / Premium

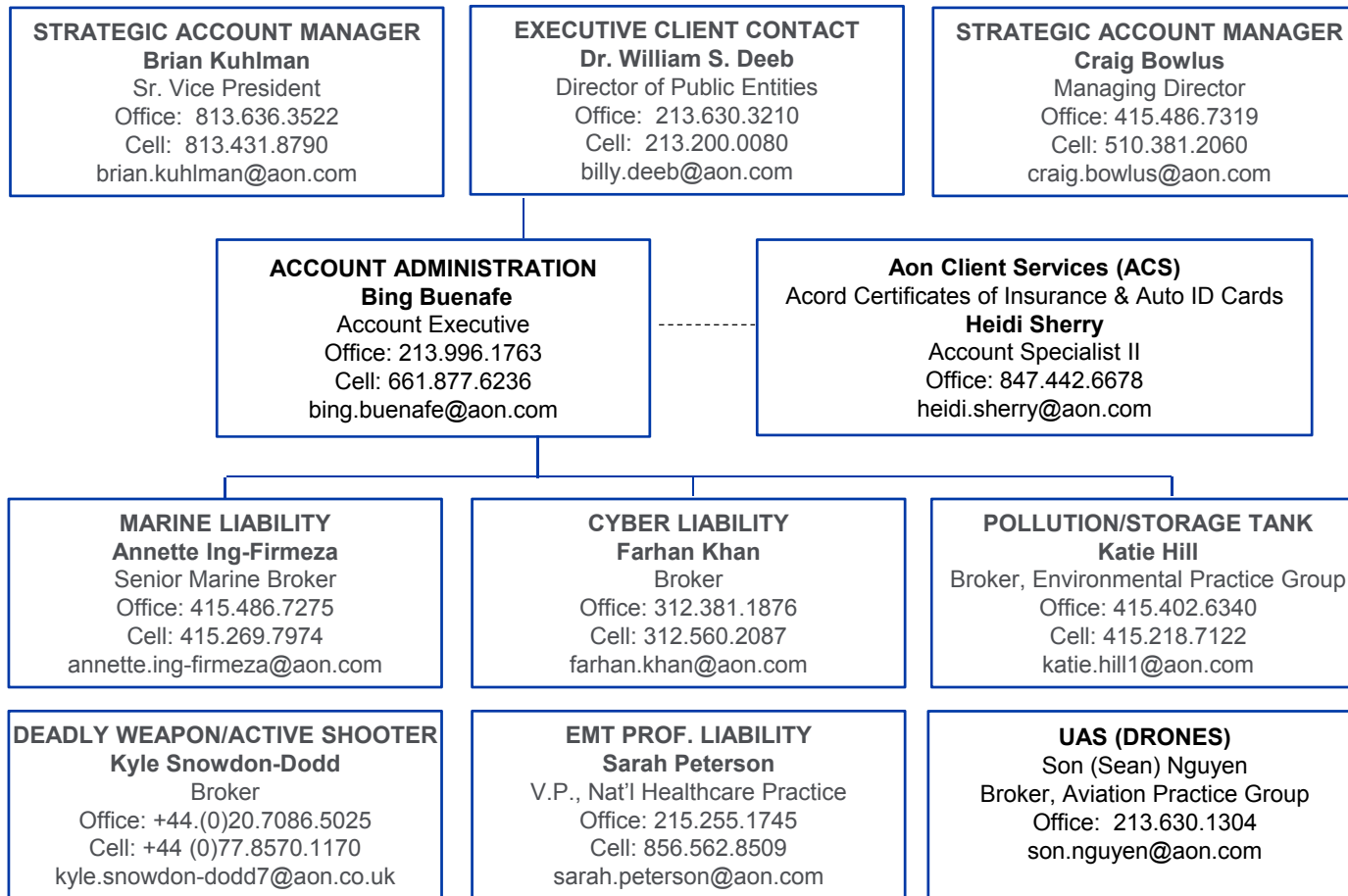
Excess Liability – Follow Form

Policy Term Carrier A.M. Best Rating	EXPIRING PROGRAM 10/1/2019 – 10/1/2020 Allied World Surplus Lines Ins Co A XV			RENEWAL PROGRAM 10/1/2020 – 10/1/2021 Allied World Surplus Lines Ins Co A XV		
Premium			\$100,000.00			\$149,131.00
FL Surplus Lines Taxes & Fees			Exempt			Exempt
TOTAL PREMIUM			\$100,000.00			\$149,131.00
Certified Acts of Terrorism (Optional)			Declined			\$798 (Add'l Premium)
UNDERLYING POLICIES						
Line of Business	Specific Limit	Annual Aggregate	Retention / Deductible	Coverage Trigger	Retroactive Date	Carrier
Auto Liability	\$1,000,000	N/A	\$400,000	Accident	N/A	Lloyds of London/BRIT
General Liability including Sexual Abuse and Sexual Harassment	\$1,000,000	\$5,000,000	\$400,000	Occurrence	N/A	Lloyds of London/BRIT
Employee Benefits	\$1,000,000	\$5,000,000	\$400,000	Occurrence	N/A	Lloyds of London/BRIT
Law Enforcement Liability including Sexual Abuse and Sexual Harassment	\$1,000,000	\$5,000,000	\$400,000	Occurrence	N/A	Lloyds of London/BRIT
Public Officials Liability and Employment Practices Liability	\$5,000,000	\$5,000,000	\$100,000	Claims-Made	N/A	Ironshore Specialty Insurance Company
Follow Form Excess Liability	\$1,000,000	\$3,000,000	Excess of Underlying	Per Underlying	Per Underlying	Allied World Surplus Lines Ins. Co. (AWSLIC)
DEFENSE TREATMENT: Follows Underlying. TERRITORY: United States and its territories or possessions. NOTICE OF CANCELLATION: Per state requirement. CLAIMS ADMINISTRATION: The Insured's claims administration is handled by BRIT and Ironshore						
Subjectivities						
1. Signed & dated acceptance or rejection of Terrorism insurance coverage 2. Signed & dated FL Surplus Lines Disclosure & Acknowledgement						

Commercial Risk Solutions

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Aon Service Team



Payment Terms

- Premium is due upon receipt of the invoice, but no later than 30 days from inception.

Services

- To be discussed together with the City of Hollywood, FL during the policy year.
- Please let us know of any additional risk management training that might be desired. We can work with your insurance carriers or develop training ourselves.

Appendix

- Compensation for the Value We Deliver
- Commission Disclosure Report
- Copy of insurer quotations

Compensation for the Value We Deliver

Aon is an insurance broker and, when serving as your retail insurance broker, in addition to or in lieu of compensation you may pay, Aon may earn compensation which relates in whole or in part to your insurance placement.

For policy level commissions, Aon endeavors to receive compensation using standard commission rates by line of business that we seek to achieve with insurers in advance of individual policy placements. We believe this creates a fairer marketplace among insurers and allows our insurers to focus on the client's needs and risk history, not on commission rate negotiation. In turn, because insurers will be evaluated on their capabilities, clients will be able to more easily compare quotes.

Aon's standard commission rates differ by line of business and, when placed in the U.S. market, are up to the following commission rates: Aviation, 17.5%; Casualty, 18.5%; Cyber, 17.5%; Energy, 20%; Entertainment, 20%; Environmental, 18%; Marine 20%; Med Mal/ Healthcare, 17.5%; Professional/ E&O, 17.5%; Property, 18%; Product Recall, 20%; Financial Lines, 18%; Healthcare, 20%; Surety, 35%; Terrorism, 25%; Trade Credit, 17.5%; and Workers Compensation, 15%. Where an Aon broker is placing a policy in the London or Bermuda market, Aon endeavors to earn 20% on those lines of business. Where Aon has created a facility with proprietary terms and conditions negotiated, the Aon standard commission rates range from 20% - 22.5%. Some lines of business are not conducive to standardization because they are subject to state filing regulations, state-specific rates and/or industry-specific rates. The standard commission rates we achieve do not include program business (e.g.: franchises, sponsored groups) or large deductible programs.

In addition, Aon provides certain administrative and other related placement services to markets. Compensation of up to 7.5% for these services may take the form of a national additional commission (NAC) or a subscription market brokerage (SMB). Collecting these commissions will not change the premium quoted.

Compensation paid to Aon may vary based upon a number of factors, including the insurance contract and the insurer you select, the volume of business and/or profitability of business we place with each insurer. Therefore, Aon may be considered to have an incentive to place insurance coverages with a particular insurance company. We strive for transparency with each Client and the final decision regarding coverage and market options is the Client's decision.

If you are interested in receiving Aon's standard commission grid and/or a Commission Disclosure Report identifying the individual commission rates on your placements or compensation expected to be received based in whole or in part on any alternative quotes, ask your Account Executive or write us at aon.us.broking@aon.com.

Commission Disclosure Report

Policy Eff Date	LOB Description	Carrier Name	Status	Intermediary, if applicable	Premium	Quoted Aon Commission Rate	National Add'l Commission Rate ¹	Total Cost to Client
10/01/20	Excess Liability Package (\$1M/\$5M excl. E&O/EPL)	Lloyds of London/BRIT	Quoted	N/A	\$ 394,750.00	0.00%	N/A	\$ 394,750.00
10/01/20	Excess Liability Package (\$1M/\$5M incl. E&O/EPL)	Lloyds of London/BRIT	Quoted	N/A	\$ 424,850.00	0.00%	N/A	\$ 424,850.00
10/01/20	Excess Liability Package (\$2M/\$5M excl. E&O/EPL)	Lloyds of London/BRIT	Quoted	N/A	\$ 548,800.00	0.00%	N/A	\$ 548,800.00
10/01/20	Excess Liability Package (\$2M/\$5M incl. E&O/EPL)	Lloyds of London/BRIT	Quoted	N/A	\$ 588,900.00	0.00%	N/A	\$ 588,900.00
10/01/20	Excess Liability Package (\$3M/\$8M excl. E&O/EPL)	Lloyds of London/BRIT	Quoted	N/A	\$ 635,725.00	0.00%	N/A	\$ 635,725.00
10/01/20	Excess Liability Package (\$3M/\$8M incl. E&O/EPL)	Lloyds of London/BRIT	Quoted	N/A	\$ 681,050.00	0.00%	N/A	\$ 681,050.00
10/01/20	Excess Liability Package (\$5M/\$10M excl. E&O/EPL)	Lloyds of London/BRIT	Quoted	N/A	\$ 766,800.00	0.00%	N/A	\$ 766,800.00
10/01/20	Excess Liability Package (\$5M/\$10M incl. E&O/EPL)	Lloyds of London/BRIT	Quoted	N/A	\$ 806,000.00	0.00%	N/A	\$ 806,000.00
10/01/20	Cyber Liability (\$5M Limit w/ \$250K SIR)	Indian Harbor (AXA XL)	Quoted	N/A	\$ 29,255.00	0.00%	N/A	\$ 29,255.00
10/01/20	Cyber Liability (\$10M Limit w/ \$250K SIR)	Indian Harbor (AXA XL)	Quoted	N/A	\$ 55,675.00	0.00%	N/A	\$ 55,675.00
10/01/20	Cyber Liability (\$5M Limit w/ \$100K SIR)	AXIS Surplus Lines Ins Co	Quoted	N/A	\$ 65,315.00	0.00%	N/A	\$ 65,315.00
10/01/20	Excess Workers Compensation	Safety National	Quoted	N/A	\$ 271,746.00	0.00%	N/A	\$ 271,746.00
10/01/20	EMT Professional Liability	Lloyds of London	Quoted	N/A	\$ 100,000.00	0.00%	N/A	\$ 100,000.00
10/01/20	Blanket Accident	ACE American Ins Co	Quoted	N/A	\$ 15,280.00	0.00%	N/A	\$ 15,280.00
10/01/20	Pollution Liability	Illinois Union Ins Co (Chubb)	Quoted	N/A	\$ 15,972.00	0.00%	N/A	\$ 15,972.00
10/01/20	Tank Pollution Liability	Nautilus Ins Co (Chubb)	Quoted	N/A	\$ 13,890.00	0.00%	N/A	\$ 13,890.00
10/01/20	Marina Operators Legal Liability incl. Watercraft Hull PD, P&I &CGL	Atlantic Specialty Ins Co	Quoted	N/A	\$ 14,650.00	0.00%	N/A	\$ 14,650.00
10/01/20	Vessel Pollution	Safe Harbor Pollution Ins	Quoted	N/A	\$ 1,390.00	0.00%	N/A	\$ 1,390.00
10/10/20	Deadly Weapon/Active Shooter	Lloyds of London	Quoted	N/A	\$ 45,756.00	0.00%	N/A	\$ 45,756.00
10/01/20	UAS (Drones) \$5M Liability Limit and \$25K PD Limit	USAIG	Quoted	N/A	\$ 10,376.00	22.50%	N/A	\$ 10,376.00
10/01/20	UAS (Drones) \$4M Liability Limit w/ \$25K PD Limit	USAIG	Quoted	N/A	\$ 9,418.00	22.50%	N/A	\$ 9,418.00
10/01/20	UAS (Drones) \$3M Liability Limit and \$25K PD Limit	USAIG	Quoted	N/A	\$ 8,422.00	22.50%	N/A	\$ 8,422.00
10/1/2020	Excess Liability (Follow Form) \$1M/\$3M Limit	Allied World Surplus Lines Ins Co	Quoted	N/A	\$ 149,131.00	15.00%	N/A	\$ 149,131.00

Disclosures

¹ Aon is an insurance broker and, when serving as your retail insurance broker, in addition to or in lieu of compensation you may pay, Aon may earn compensation which relates in whole or in part to your insurance placement. Such compensation may vary based upon a number of factors, including but not limited to the involvement of third parties, the insurance contract and the insurer you select, if we perform administrative activities at the time of placement or during the period of insurance in relation to specific products and facilities which facilitate the insurers' own activities, as well as the volume and/or profitability of business we place with each insurer.

Copy of Insurance Quotes

ALTERNATIVE RISK PACKAGE

QUOTE

Insured: City of Hollywood
2600 Hollywood Blvd Suite 206
Hollywood, FL 33022-9045

Policy Number: TBD

Broker: Aon Risk Insurance Services West, Inc.
Bing Buenafe
bing.buenafe@aon.com (213.996.1763)

Policy Period: From: October 1, 2020 To: October 1, 2021
Both days at 12:01 a.m. local standard time

Capacity: Certain Underwriters at Lloyd's of London
Lloyd's A.M. Best Rating A (excellent). Financial size XV

Coverage: GENERAL LIABILITY, AUTOMOBILE LIABILITY, EXCESS WORKERS' COMPENSATION AND EMPLOYERS LIABILITY EMPLOYEE BENEFITS LIABILITY, CRIME, LAW ENFORCEMENT LIABILITY SEXUAL ABUSE LIABILITY and as more fully defined below and in the **Alternative Risk Package Wording** (hereinafter referred to as "Wording" or "Policy") which is understood to be incorporated in and form part of this Quotation or Binder.

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

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 in the Wording and applicable Endorsements and shall apply only to those coverages for which a limit is shown. Underwriters' Limits of Liability are excess over a self-insured retention loss fund (if applicable) as specified in the Policy and applicable Endorsements

Service of Suit: Corporation Service Company, 1201 Hays Street, Tallahassee, FL 32301

Currency: All premiums, limits, deductibles, claims, and other amounts under this Policy are expressed and payable in United States Dollars (USD). The dollar symbol (\$) used within this policy represents United States Dollars (USD).

Policy Premium:	Premium:	\$390,500
	TRIA/TRIPRA – Coverage Sections V:	\$3,300
	TRIA/TRIPRA – Other Coverage Sections:	\$950
	Total:	\$394,750

Commission:	Retail:	0.00%
	Wholesale:	0.00%
	Total:	0.00%

Loss Fund:	LOSS FUND:	\$N/A
	Excess LOSS FUND Protection Annual Aggregate Limit:	\$N/A

Schedule Of SELF INSURED RETENTIONS

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

MAINTENANCE DEDUCTIBLES are payable by the **INSURED** and only apply when an amount is filled in. **MAINTENANCE DEDUCTIBLES** do not apply to the erosion of the **LOSS FUND**.

<u>Coverage Section</u>	<u>SELF INSURED RETENTION</u>	<u>MAINTENANCE DEDUCTIBLE</u>
I. Property unless listed below	\$NOT COVERED	\$NOT APPLICABLE
AUTOMOBILE Physical Damage:	\$NOT COVERED	\$NOT APPLICABLE
FLOOD AND SURFACE WATER:	\$NOT COVERED	\$NOT APPLICABLE
EARTHQUAKE:	\$NOT COVERED	\$NOT APPLICABLE
NAMED WINDSTORM:	\$NOT COVERED	\$NOT APPLICABLE
II. General Liability:	\$400,000	
SEXUAL HARASSMENT Liability:	\$400,000	
III. AUTOMOBILE Liability:	\$400,000	
IV. Errors and Omissions Liability:		
Unless listed below:	\$NOT COVERED	
Errors & Omissions:	\$NOT COVERED	
Employment Practices Liability:	\$NOT COVERED	
SEXUAL HARASSMENT Liability:	\$NOT COVERED	
V. Excess Workers' Compensation & Employers Liability		
For A Qualified Self Insurer:		
Coverage Part A Excess Workers' Compensation:	\$600,000	
Coverage Part B Excess Employers' Liability:	\$600,000	
VI. Employee Benefits Liability:	\$400,000	
VII. Crime:		
MONEY and SECURITIES:	\$25,000	\$NOT APPLICABLE
FORGERY or Alteration:	\$25,000	\$NOT APPLICABLE
EMPLOYEE Dishonesty:	\$25,000	\$NOT APPLICABLE
COMPUTER THEFT:	\$25,000	\$NOT APPLICABLE
VIII. Law Enforcement Liability:	\$400,000	
SEXUAL HARASSMENT Liability:	\$400,000	
IX. Terrorism:		
Property Terrorism:	\$NOT COVERED	
Liability Terrorism:	\$NOT COVERED	
Employers Liability Terrorism:	\$NOT COVERED	
X. SEXUAL ABUSE Liability:	\$400,000	

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**. Liability 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:	\$1,000,000	\$5,000,000 Annual Aggregate
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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:	\$1,000,000	\$5,000,000 Annual Aggregate
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Damage to Premises Rented to the INSURED :	\$1,000,000	Excess of the SELF INSURED RETENTION
Premises MEDICAL PAYMENTS :	\$NOT COVERED	ground up any one person
	\$NOT COVERED	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:	\$1,000,000	\$N/A Annual Aggregate
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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:	\$See End 2	ground up any one OCCURRENCE
Garagekeeper's Legal Liability:	\$NOT COVERED	

Coverage Section IV Errors and Omissions Liability:

Specific Excess Limit of Insurance for each **OCCURRENCE**:

All coverages under Coverage Section IV combined:	\$NOT COVERED	\$N/A Annual Aggregate
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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:	\$NOT COVERED	\$N/A Annual Aggregate
Retroactive Date:	N/A	
Employment Practices Liability:	\$NOT COVERED	\$N/A Annual Aggregate
Retroactive Date:	N/A	

SEXUAL HARASSMENT Liability:	\$NOT COVERED	\$N/A 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:	\$400,000
Coverage Part B Excess Employers' Liability:	\$400,000

Coverage Section VI Employee Benefits Liability:

Specific Excess Limit of Insurance for each OCCURRENCE:	\$1,000,000	\$5,000,000 Annual Aggregate
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Retroactive Date:	N/A
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Coverage Section VII Crime:

Specific Excess Limit of Insurance for each **OCCURRENCE:**

MONEY and SECURITIES:	\$1,000,000
FORGERY or Alteration:	\$1,000,000
EMPLOYEE Dishonesty:	\$1,000,000
COMPUTER THEFT:	\$1,000,000

Coverage Section VIII Law Enforcement Liability:

Specific Excess Limit of Insurance for each **OCCURRENCE:**

All coverage under Coverage Section VIII Combined:	\$1,000,000	\$5,000,000 Annual Aggregate
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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:	\$1,000,000	\$5,000,000 Annual Aggregate
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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:** \$1,000,000 \$5,000,000 Annual Aggregate

Retroactive Date: October 01, 2020

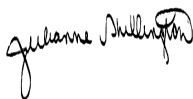
Clash Coverage

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**.

Schedule of Endorsements:

- | | |
|----|--|
| 1 | Coverage Section VI Employee Benefits Liability – Occurrence Basis |
| 2 | No Fault - Florida |
| 3 | Coverage Section II General Liability – Failure to Supply Water Endorsement |
| 4 | TRIA WC |
| 5 | TRIA All Other Sections – Accepted/Rejected (TBD) |
| 6 | Emergency Medical Services Exclusion (Manuscript) |
| 7 | Coverage Section II & VIII Absolute Water Contamination Exclusion (Manuscript) |
| 8 | Jones Act and USL&H Act Exclusion Deleted (Manuscript) |
| 9 | Coverage Section VII Crime Extension – Investigative Expenses (Manuscript) |
| 10 | Coverage Section VII Extension – Employee Definition (Manuscript) |
| 11 | Coverage Section VII Crime – Funds Transfer Fraud Coverage Extension |
| 12 | Procedures for Third Party Claims Administrators |
| 13 | General Policy Condition 14 – Amendatory Endorsement (Manuscript) |
| 14 | Communicable Disease Exclusion |
| 15 | Coverage Section X SEXUAL ABUSE Liability – Prior Coverage Retroactive Date |



Underwriter: _____
Brit Global Specialty USA

Dated: **August 6, 2020**.
This Quote is valid for 30 days.

Additional Options

1. **Option to increase liability limits to \$2,000,000 for Coverage Sections II, III, V, VI, VIII and X will result in a total premium of \$543,500 (+\$5,300 TRIA).**

2. **Option to increase liability limits to \$3,000,000 each Occurrence / \$8,000,000 Aggregate Limit for Coverage Sections II, III, V, VI, VIII and X will result in a total premium of \$630,300 (+\$5,425 TRIA).**
3. **Option to increase liability limits to \$5,000,000 each Occurrence / \$10,000,000 Aggregate Limit for Coverage Sections II, III, V, VI, VIII and X will result in a total premium of \$761,000 (+\$5,800 TRIA).**

Terms, Conditions, and Subjectivities:

Lloyd's Security Schedule Brit Syndicate Split:

2987 - 100%

2988 - 0%

Producer must file Surplus Lines Taxes. Surplus Lines Broker Name, Agency, full address and Broker License number must accompany all binder requests.

Relation Insurance Services is the appointed Third Party Administrator subject to their signed acceptance of the attached TPA Reporting Guidelines. Please provide signed acknowledgement within 30 days of binding.

Quote based on 2020 Alternative Risk Package Wording

Mold will be excluded with exception to the coverage provided under the Property and WC sections.

Personal Injury Protection Coverage Forms must be received by Underwriters within 15 days of binding.

Signed Uninsured/Underinsured Motorist Coverage Forms must be received by Underwriters within 30 days of binding

Signed TRIA form must accompany all binder requests.

Additional premium for Terrorism Coverage, as per Policyholder Disclosure Notice of Terrorism Insurance Coverage LMA 9104, is shown on page 1 above for the period of this insurance. **Please note that Terrorism coverage for Coverage Section V (Worker's Compensation) cannot be rejected.**

Failure to Supply Exclusion is to apply with the exception of water (as expiring).

Cancellation – At binding, the Insured commits to a Minimum Earned Premium of 50% of the gross premium. There are no flat cancellations allowed.

All producers and brokers placing business for an entity that is self-insuring for limits that meet or exceed a state's financial responsibility requirements shall not issue Automobile ID cards showing any policy information from this policy. That entity should contact their Department of Motor Vehicles for guidance on handling the proof of insurance requirements.

If this document is a quotation, and Underwriters receive any new information after this document is issued that reflects any material change in the underwriting exposure, we may at our option withdraw or modify the quotation at any time prior to Underwriters' acceptance of the binder. In the event of a material change, Underwriters may at their sole discretion, modify and/or withdraw this quotation even if the quotation has already been accepted by the Insured.

This document does not amend, extend or alter the coverage afforded by the Wording and Endorsements. For further information or a complete copy of the Wording and Endorsements please contact the broker (contact details on page 1).

Our free risk management services:

In an attempt to help control frequency and severity of claims, Brit Global Specialty USA is willing to contribute **\$3,000** of loss control resources/funding in the event of binding. Any approved funds must be used during the policy year in which they were approved and will expire if not used. All funding amounts are subject to underwriter's approval. In order to apply for loss control funding, please contact your retail producer or Brad Bohler

(brad.bohler@britinsurance.com) for the appropriate loss control funding request form. Once completed, the request will be reviewed with underwriters for approval.

There are certain parameters that must be met in order for your loss control funding to be approved:

1. Services being requested are not “typical” services –

For example, training on bloodborne pathogens, back injury prevention and other regulatory issues should already be part of the clients overall risk management program.

If not, we can provide free of charge via our TEAM (Train Education And Manage) platform.

Return to work policy development, police liability, fire, confined space entry and emergency planning are specialized and will be viewed as such.

2. Cost sharing of loss control efforts in the amount of 50% of the requested amount.

If \$5,000 is requested the client must be contributing at least \$2,500 in other loss control services within their operation or the funding will be reduced to match the 50/50 split.

3. Once approved, the funding will be paid only after the approved services have been completed and documentation from the servicing organization is provided in written format to Brit Global Specialty USA.

Brit Global Specialty USA SIR Package clients receive access - at no cost - to the TEAM platform, a self directed risk management LMS platform which purchased individually would cost approximately \$30,000 annually. The TEAM platform is a robust online resource offering:

- Unlimited training courses from a list of approximately 135 courses covering areas such as employment practices liability, fundamental of safety, leave-related laws, workplace risk management, human resources, and student related risks.
- Weekly training bulletins and articles about new and/or updated matters of interest.
- Comprehensive model handbook.
- Self-guided human resources assessments.
- Built-in management tools (LMS) to track and run reports on usage (e.g., completion of training).
- Customizability to: have your logo on the landing page ... upload your own policies and procedures ... determine the access levels for all users.
- Much, much more - all free of charge to you - just contact your retail producer or Brad Bohler to establish a secure username and password or visit www.britinsurance.com/team for additional information.

These services are an extension of Brit Global Specialty's partnership with our clients. We recognize the need for customized risk management tools, and we proudly provide the TEAM platform to you with our compliments to help you manage risk.

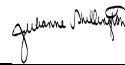
**POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM INSURANCE COVERAGE**

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, 2020, 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

- ☐ \$3,300 I understand that coverage for acts of terrorism cannot be rejected for a prospective premium of: **Coverage Section V Excess Workers' Compensation and Employers' Liability.**
- ☐ \$950 I hereby elect to purchase coverage for acts of terrorism for a prospective premium of: **All Other Coverage Sections**
- ☐ I hereby elect to have coverage for acts of terrorism excluded from my policy for all coverage sections other than **Coverage Section V Excess Workers' Compensation and Employers' Liability.** I understand that I will have no coverage for losses arising from acts of terrorism for **All Other Coverage Sections.**

Policyholder/Applicant's Signature



Brit Global Specialty USA
Syndicate on behalf of certain underwriters at Lloyd's

Print Name

Policy Number

City of Hollywood

Date

Named Insured

Surplus Lines Tax Filing/Reinsurance Confirmation
PLEASE RETURN WITHIN 15 DAYS OF POLICY EFFECTIVE DATE

Broker Name: Aon Risk Insurance Services West, Inc.
Broker Company: Bing Buenafe
Broker Address:

**Policy
No.:**

Effective Date: October 1, 2020
Named Insured: City of Hollywood
Named Insured Address: 2600 Hollywood Blvd,
Hollywood, FL, 33022-9045

This policy is being written on a surplus lines (or non-admitted) basis. It is **YOUR** responsibility to arrange for the filing and payment of all applicable surplus lines taxes and fees. In addition, the submitting producer must make sure that the issuance of the policy complies with all countersignature and disclosure requirements as applicable.

Please return a copy of this document acknowledging that all surplus lines filings will be completed in full compliance with all applicable state surplus lines laws, regulations, and procedures.

SURPLUS LINES FILINGS CONFIRMATION – PLEASE PROVIDE THE FOLLOWING

Name of Individual/Office holding Surplus Lines License OR Reinsurance Company Name and Contact

Address of Individual/Broker Office OR Reinsured Company

Surplus Lines License Number used in filing

State

I ACKNOWLEDGE RESPONSIBILITY FOR THE PAYMENT AND FILING OF ALL APPLICABLE STATE TAXES AND FEES ON THE CAPTIONED POLICY. I CERTIFY THAT ALL SURPLUS LINES FILINGS WILL BE COMPLETED IN FULL COMPLIANCE WITH ALL APPLICABLE STATE LAWS, REGULATIONS, AND PROCEDURES, INCLUDING BUT NOT LIMITED TO, AFFIXING ALL REQUIRED BROKER AND BROKER LICENSING INFORMATION ON ALL RELEVANT DOCUMENTS.

Signature of Individual Broker

Date

****If this is a New Jersey risk, please list the NJ Transaction number:** _____ ******

REINSURANCE PLACEMENTS – PLEASE PROVIDE THE FOLLOWING

Federal Tax Identification Number (FEIN) of the Reinsured

National Association of Insurance Reinsured Commissioners Number (NAIC) of the Reinsured

PLEASE RETURN TO: BGUsurpluslineslicense@britinsurance.com and package.sir@britinsurance.com

ALTERNATIVE RISK PACKAGE

QUOTE

Insured: City of Hollywood
2600 Hollywood Blvd Suite 206
Hollywood, FL 33022-9045

Policy Number: TBD

Broker: Aon Risk Insurance Services West, Inc.
Bing Buenafe
bing.buenafe@aon.com (213.996.1763)

Policy Period: From: October 1, 2020 To: October 1, 2021
Both days at 12:01 a.m. local standard time

Capacity: Certain Underwriters at Lloyd's of London
Lloyd's A.M. Best Rating A (excellent). Financial size XV

Coverage: GENERAL LIABILITY, AUTOMOBILE LIABILITY, ERRORS AND OMISSIONS LIABILITY, EXCESS WORKERS' COMPENSATION AND EMPLOYERS LIABILITY EMPLOYEE BENEFITS LIABILITY, CRIME, LAW ENFORCEMENT LIABILITY SEXUAL ABUSE LIABILITY and as more fully defined below and in the **Alternative Risk Package Wording** (hereinafter referred to as "Wording" or "Policy") which is understood to be incorporated in and form part of this Quotation or Binder.

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

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 in the Wording and applicable Endorsements and shall apply only to those coverages for which a limit is shown. Underwriters' Limits of Liability are excess over a self-insured retention loss fund (if applicable) as specified in the Policy and applicable Endorsements

Service of Suit: Corporation Service Company, 1201 Hays Street, Tallahassee, FL 32301

Currency: All premiums, limits, deductibles, claims, and other amounts under this Policy are expressed and payable in United States Dollars (USD). The dollar symbol (\$) used within this policy represents United States Dollars (USD).

Policy Premium:	Premium:	\$420,500
	TRIA/TRIPRA – Coverage Sections V:	\$3,300
	TRIA/TRIPRA – Other Coverage Sections:	\$1,050
	Total:	\$424,850

Commission:	Retail:	0.00%
	Wholesale:	0.00%
	Total:	0.00%

Loss Fund:	LOSS FUND:	\$N/A
	Excess LOSS FUND Protection Annual Aggregate Limit:	\$N/A

Schedule Of SELF INSURED RETENTIONS

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

MAINTENANCE DEDUCTIBLES are payable by the **INSURED** and only apply when an amount is filled in. **MAINTENANCE DEDUCTIBLES** do not apply to the erosion 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:	\$400,000 \$400,000	
III. AUTOMOBILE Liability:	\$400,000	
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:	 \$600,000 \$600,000	
VI. Employee Benefits Liability:	\$400,000	
VII. Crime: MONEY and SECURITIES: FORGERY or Alteration: EMPLOYEE Dishonesty: COMPUTER THEFT:	 \$25,000 \$25,000 \$25,000 \$25,000	 \$NOT APPLICABLE \$NOT APPLICABLE \$NOT APPLICABLE \$NOT APPLICABLE
VIII. Law Enforcement Liability: SEXUAL HARASSMENT Liability:	\$400,000 \$400,000	
IX. Terrorism: Property Terrorism: Liability Terrorism: Employers Liability Terrorism:	 \$NOT COVERED \$NOT COVERED \$NOT COVERED	
X. SEXUAL ABUSE Liability:	\$400,000	

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**. Liability 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:	\$1,000,000	\$5,000,000 Annual Aggregate
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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:	\$1,000,000	\$5,000,000 Annual Aggregate
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Damage to Premises Rented to the INSURED :	\$1,000,000	Excess of the SELF INSURED RETENTION
Premises MEDICAL PAYMENTS :	\$NOT COVERED	ground up any one person
	\$NOT COVERED	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:	\$1,000,000	\$N/A Annual Aggregate
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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:	\$See Endt 2	ground up any one OCCURRENCE
Garagekeeper's Legal Liability:	\$NOT COVERED	

Coverage Section IV Errors and Omissions Liability:

Specific Excess Limit of Insurance for each **CLAIM**:

All coverages under Coverage Section IV combined:	\$1,000,000	\$5,000,000 Annual Aggregate
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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:	\$1,000,000	\$5,000,000 Annual Aggregate
Retroactive Date:	October 1, 1994	
Employment Practices Liability:	\$1,000,000	\$5,000,000 Annual Aggregate
Retroactive Date:	October 1, 1994	

SEXUAL HARASSMENT Liability:	\$1,000,000	\$5,000,000 Annual Aggregate
Retroactive Date:	October 1, 1994	

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:	\$400,000
Coverage Part B Excess Employers' Liability:	\$400,000

Coverage Section VI Employee Benefits Liability:

Specific Excess Limit of Insurance for each OCCURRENCE:	\$1,000,000	\$5,000,000 Annual Aggregate
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Retroactive Date:	N/A
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Coverage Section VII Crime:

Specific Excess Limit of Insurance for each **OCCURRENCE:**

MONEY and SECURITIES:	\$1,000,000
FORGERY or Alteration:	\$1,000,000
EMPLOYEE Dishonesty:	\$1,000,000
COMPUTER THEFT:	\$1,000,000

Coverage Section VIII Law Enforcement Liability:

Specific Excess Limit of Insurance for each **OCCURRENCE:**

All coverage under Coverage Section VIII Combined:	\$1,000,000	\$5,000,000 Annual Aggregate
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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:	\$1,000,000	\$5,000,000 Annual Aggregate
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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:	\$1,000,000	\$5,000,000 Annual Aggregate
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Retroactive Date: October 01, 2020

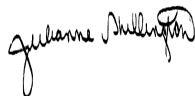
Clash Coverage

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**.

Schedule of Endorsements:

- | | |
|----|--|
| 1 | Coverage Section VI Employee Benefits Liability – Occurrence Basis |
| 2 | No Fault – Florida |
| 3 | Coverage Section II General Liability – Failure to Supply Water Endorsement |
| 4 | TRIA WC |
| 5 | TRIA All Other Sections – Accepted/Rejected (TBD) |
| 6 | Emergency Medical Services Exclusion (Manuscript) |
| 7 | Coverage Section II & VIII Absolute Water Contamination Exclusion (Manuscript) |
| 8 | Jones Act and USL&H Act Exclusion Deleted (Manuscript) |
| 9 | Coverage Section VII Crime Extension – Investigative Expenses (Manuscript) |
| 10 | Coverage Section VII Extension – Employee Definition (Manuscript) |
| 11 | Coverage Section VII Crime – Funds Transfer Fraud Coverage Extension |
| 12 | Procedures for Third Party Claims Administrators |
| 13 | General Policy Condition 14 – Amendatory Endorsement (Manuscript) |
| 14 | Communicable Disease Exclusion |
| 15 | Coverage Section X SEXUAL ABUSE Liability – Prior Coverage Retroactive Date |



Underwriter: _____
Brit Global Specialty USA

Dated: **August 17, 2020.**
This Quote is valid for 30 days.

Additional Options:

1. Option to move Coverage Section IV to \$2,000,000 excess limit of a \$200,000 SIR shall result in a total premium of \$583,500 (+\$5,400 TRIA).
2. Option to move Coverage Section IV to \$3,000,000 excess limit of a \$200,000 SIR shall result in a total premium of \$675,500 (+\$5,550 TRIA).
3. Option to move Coverage Section IV to \$5,000,000 excess limit of a \$200,000 SIR shall result in a total premium of \$800,000 (+\$6,000)

Terms, Conditions, and Subjectivities:

Lloyd's Security Schedule Brit Syndicate Split:
2987 - 100%
2988 - 0%

Producer must file Surplus Lines Taxes. Surplus Lines Broker Name, Agency, full address and Broker License number must accompany all binder requests.

Relation Insurance Services is the appointed Third Party Administrator subject to their signed acceptance of the attached TPA Reporting Guidelines. Please provide signed acknowledgement within 30 days of binding.

Quote based on 2020 Alternative Risk Package Wording

Mold will be excluded with exception to the coverage provided under the Property and WC sections.

Personal Injury Protection Coverage Forms must be received by Underwriters within 15 days of binding.

Signed Uninsured/Underinsured Motorist Coverage Forms must be received by Underwriters within 30 days of binding

Signed TRIA form must accompany all binder requests.

Additional premium for Terrorism Coverage, as per Policyholder Disclosure Notice of Terrorism Insurance Coverage LMA 9104, is shown on page 1 above for the period of this insurance. **Please note that Terrorism coverage for Coverage Section V (Worker's Compensation) cannot be rejected.**

Failure to Supply Exclusion is to apply with the exception of water (as expiring).

Cancellation – At binding, the Insured commits to a Minimum Earned Premium of 50% of the gross premium. There are no flat cancellations allowed.

All producers and brokers placing business for an entity that is self-insuring for limits that meet or exceed a state's financial responsibility requirements shall not issue Automobile ID cards showing any policy information from this policy. That entity should contact their Department of Motor Vehicles for guidance on handling the proof of insurance requirements.

If this document is a quotation, and Underwriters receive any new information after this document is issued that reflects any material change in the underwriting exposure, we may at our option withdraw or modify the quotation at any time prior to Underwriters' acceptance of the binder. In the event of a material change, Underwriters may at their sole discretion, modify and/or withdraw this quotation even if the quotation has already been accepted by the Insured.

This document does not amend, extend or alter the coverage afforded by the Wording and Endorsements. For further information or a complete copy of the Wording and Endorsements please contact the broker (contact details on page 1).

Our free risk management services:

In an attempt to help control frequency and severity of claims, Brit Global Specialty USA is willing to contribute **\$3,000** of loss control resources/funding in the event of binding. Any approved funds must be used during the policy year in which they were approved and will expire if not used. All funding amounts are subject to underwriter's approval. In order to apply for loss control funding, please contact your retail producer or Brad Bohler (brad.bohler@britinsurance.com) for the appropriate loss control funding request form. Once completed, the request will be reviewed with underwriters for approval.

There are certain parameters that must be met in order for your loss control funding to be approved:

1. Services being requested are not "typical" services –

For example, training on bloodborne pathogens, back injury prevention and other regulatory issues should already be part of the clients overall risk management program.

If not, we can provide free of charge via our TEAM (Train Education And Manage) platform.

Return to work policy development, police liability, fire, confined space entry and emergency planning are specialized and will be viewed as such.

2. Cost sharing of loss control efforts in the amount of 50% of the requested amount.

If \$5,000 is requested the client must be contributing at least \$2,500 in other loss control services within their operation or the funding will be reduced to match the 50/50 split.

3. Once approved, the funding will be paid only after the approved services have been completed and documentation from the servicing organization is provided in written format to Brit Global Specialty USA.

Brit Global Specialty USA SIR Package clients receive access - at no cost - to the TEAM platform, a self directed risk management LMS platform which purchased individually would cost approximately \$30,000 annually. The TEAM platform is a robust online resource offering:

- Unlimited training courses from a list of approximately 135 courses covering areas such as employment practices liability, fundamental of safety, leave-related laws, workplace risk management, human resources, and student related risks.
- Weekly training bulletins and articles about new and/or updated matters of interest.
- Comprehensive model handbook.
- Self-guided human resources assessments.
- Built-in management tools (LMS) to track and run reports on usage (e.g., completion of training).
- Customizability to: have your logo on the landing page ... upload your own policies and procedures ... determine the access levels for all users.
- Much, much more - all free of charge to you - just contact your retail producer or Brad Bohler to establish a secure username and password or visit www.britinsurance.com/team for additional information.

These services are an extension of Brit Global Specialty's partnership with our clients. We recognize the need for customized risk management tools, and we proudly provide the TEAM platform to you with our compliments to help you manage risk.

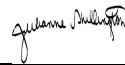
**POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM INSURANCE COVERAGE**

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, 2020, 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

- ☐ \$3,300 I understand that coverage for acts of terrorism cannot be rejected for a prospective premium of:
Coverage Section V Excess Workers' Compensation and Employers' Liability.
- ☐ \$1,050 I hereby elect to purchase coverage for acts of terrorism for a prospective premium of:
All Other Coverage Sections
- ☐ I hereby elect to have coverage for acts of terrorism excluded from my policy for all coverage sections other than ***Coverage Section V Excess Workers' Compensation and Employers' Liability.*** I understand that I will have no coverage for losses arising from acts of terrorism for ***All Other Coverage Sections.***

Policyholder/Applicant's Signature



Brit Global Specialty USA
Syndicate on behalf of certain underwriters at Lloyd's

Print Name

Policy Number

City of Hollywood

Date

Named Insured

Surplus Lines Tax Filing/Reinsurance Confirmation
PLEASE RETURN WITHIN 15 DAYS OF POLICY EFFECTIVE DATE

Broker Name: Aon Risk Insurance Services West, Inc.
Broker Company: Bing Buenafe
Broker Address:

**Policy
No.:**

Effective Date: October 1, 2020
Named Insured: City of Hollywood
Named Insured Address: 2600 Hollywood Blvd,
Hollywood, FL, 33022-9045

This policy is being written on a surplus lines (or non-admitted) basis. It is **YOUR** responsibility to arrange for the filing and payment of all applicable surplus lines taxes and fees. In addition, the submitting producer must make sure that the issuance of the policy complies with all countersignature and disclosure requirements as applicable.

Please return a copy of this document acknowledging that all surplus lines filings will be completed in full compliance with all applicable state surplus lines laws, regulations, and procedures.

SURPLUS LINES FILINGS CONFIRMATION – PLEASE PROVIDE THE FOLLOWING

Name of Individual/Office holding Surplus Lines License OR Reinsurance Company Name and Contact

Address of Individual/Broker Office OR Reinsured Company

Surplus Lines License Number used in filing

State

I ACKNOWLEDGE RESPONSIBILITY FOR THE PAYMENT AND FILING OF ALL APPLICABLE STATE TAXES AND FEES ON THE CAPTIONED POLICY. I CERTIFY THAT ALL SURPLUS LINES FILINGS WILL BE COMPLETED IN FULL COMPLIANCE WITH ALL APPLICABLE STATE LAWS, REGULATIONS, AND PROCEDURES, INCLUDING BUT NOT LIMITED TO, AFFIXING ALL REQUIRED BROKER AND BROKER LICENSING INFORMATION ON ALL RELEVANT DOCUMENTS.

Signature of Individual Broker

Date

****If this is a New Jersey risk, please list the NJ Transaction number:** _____ ******

REINSURANCE PLACEMENTS – PLEASE PROVIDE THE FOLLOWING

Federal Tax Identification Number (FEIN) of the Reinsured

National Association of Insurance Reinsured Commissioners Number (NAIC) of the Reinsured

PLEASE RETURN TO: BGUsurpluslineslicense@britinsurance.com and package.sir@britinsurance.com



CyberRiskConnect

Privacy, Security and Technology Insurance

QUOTE LETTER

July 13, 2020

BROKER

Farhan Khan, Broker – Cyber Solution Group
Aon
200 E Randolph St
Chicago, IL 60601

NAMED INSURED

City of Hollywood
2600 Hollywood Blvd
Suite 212
Hollywood, FL 33022

POLICY PERIOD

10/1/20 – 10/1/21

INSURER

Indian Harbor Insurance Company

PRODUCT

CyberRiskConnect TRD 050 0717

COMPLIMENTARY SERVICE

Click [here](http://xloffer.clarium.tech/) (<http://xloffer.clarium.tech/>) to learn about a 90 day complimentary service available to AXA XL Catlin Policyholders for Palo Alto Networks “Traps” ® Advanced Endpoint Protection and security services provided by Clarium Managed Services.

COVERAGE SCHEDULE
OPTION #1
COMBINED POLICY AGGREGATE LIMIT
\$5,000,000
THIRD PARTY LIABILITY

COVERAGES	LIMIT	RETENTION	RETRO DATE
Media	\$5,000,000	\$250,000	Full prior acts
Privacy and Cyber Security	\$5,000,000	\$250,000	Full prior acts
Privacy Regulatory Defense, Awards and Fines	\$5,000,000	\$250,000	Full prior acts

FIRST PARTY

COVERAGES	LIMIT	WAITING PERIOD/RETENTION		
Business Interruption and Extra Expense	\$5,000,000	Loss of Business Income	Waiting Period	10 Hours
		Extra Expense	Retention	\$250,000
		RETENTION		
Data Recovery	\$5,000,000			\$250,000
Cyber-Extortion and Ransomware	\$5,000,000			\$250,000
Data Breach Response and Crisis Management Coverage	\$5,000,000			\$250,000

BUSINESS INTERRUPTION AND EXTRA EXPENSE ENHANCEMENTS – ADDED BY ENDORSEMENT INCLUDED IN PREMIUM

COVERAGES	LIMIT	WAITING PERIOD/RETENTION		
System Failure	\$5,000,000	Loss of Business Income	Waiting Period	10 Hours
		Extra Expense	Retention	\$250,000
Dependent Business Interruption	\$5,000,000	Loss of Business Income	Waiting Period	10 Hours
		Extra Expense	Retention	\$250,000
Dependent Business Interruption System Failure	\$5,000,000	Loss of Business Income	Waiting Period	10 Hours
		Extra Expense	Retention	\$250,000

PREMIUM:
\$29,255

COVERAGE SCHEDULE
OPTION #2

COMBINED POLICY AGGREGATE LIMIT	\$5,000,000
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THIRD PARTY LIABILITY				
COVERAGES	LIMIT	RETENTION		RETRO DATE
Media	\$10,000,000	\$250,000		Full prior acts
Privacy and Cyber Security	\$10,000,000	\$250,000		Full prior acts
Privacy Regulatory Defense, Awards and Fines	\$10,000,000	\$250,000		Full prior acts
FIRST PARTY				
COVERAGES	LIMIT	WAITING PERIOD/RETENTION		
Business Interruption and Extra Expense	\$10,000,000	Loss of Business Income	Waiting Period	10 Hours
		Extra Expense	Retention	\$250,000
		RETENTION		
Data Recovery	\$10,000,000	\$250,000		
Cyber-Extortion and Ransomware	\$10,000,000	\$250,000		
Data Breach Response and Crisis Management Coverage	\$10,000,000	\$250,000		

BUSINESS INTERRUPTION AND EXTRA EXPENSE ENHANCEMENTS – ADDED BY ENDORSEMENT INCLUDED IN PREMIUM				
COVERAGES	LIMIT	WAITING PERIOD/RETENTION		
System Failure	\$10,000,000	Loss of Business Income	Waiting Period	10 Hours
		Extra Expense	Retention	\$250,000
Dependent Business Interruption	\$10,000,000	Loss of Business Income	Waiting Period	10 Hours
		Extra Expense	Retention	\$250,000
Dependent Business Interruption System Failure	\$10,000,000	Loss of Business Income	Waiting Period	10 Hours
		Extra Expense	Retention	\$250,000
PREMIUM:			\$55,675	

NOTICES AND ENDORSEMENTS - *the following will be added to the Policy*

Number	Form Number	Title
Notice	PN CW 05 1017	U.S. Treasury Department's Office Of Foreign Assets Control ("OFAC")
Notice	PN CW 01 0617	Fraud Notice
Notice	PN CW 02 0119	Privacy Policy
1	TVI 900 0817	Certified Acts of Terrorism Coverage And Premium Disclosure
2	TRD 439 0918	System Failure Coverage Endorsement
3	TRD 437 0917	Dependent Business Interruption Coverage Endorsement
4	TRD 438 1218	Dependent Business Interruption – System Failure Coverage Endorsement
5	TRD 569 0918	Consequential Reputational Loss Endorsement \$5,000,000 subject to a six month period of indemnity and two week waiting period
6	TRD 817 1219	Cyber Crime Aggregate: \$250,000 Social Engineering Financial Fraud: \$250,000 Funds Transfer Fraud: \$100,000 Invoice Manipulation: \$100,000
7	TRD 816 1219	Utility Fraud Aggregate: \$100,000 Crypto-Jacking \$100,000 Telecommunications Fraud: \$100,000
8	TRD 581 0918	Bricking Coverage Endorsement \$5,000,000 sublimit
9	TRD 802 0119	Voluntary Shutdown Endorsement \$5,000,000 sublimit
10	TRD 454 1017	PCI DSS Coverage Endorsement \$5,000,000 sublimit
11	TRD 440 0917	Panel Enhancement Endorsement

SUBJECTIVITIES

After reviewing the information submitted on the captioned risk, we are pleased to offer the following indication subject to receipt, review and acceptance of the following information:

1. None

COMMISSION

0% - net of commission

This coverage is provided by a non-admitted (surplus lines) insurance company. It is the responsibility of the surplus lines broker to collect and remit any applicable surplus lines tax and stamping fee and any applicable state surcharge. Unless extended in writing this quotation will expire thirty (30) days from the date of this letter. Thank you for thinking of AXA XL for your Cyber and Technology risk needs. We look forward to working with you on other opportunities in the near future.

Sincerely,



Scott Schleicher

Underwriting Manager
Cyber and Technology
XL Catlin

AXA XL, a division of AXA

301.529.2148

scott.schleicher@axaxl.com

axaxl.com

CERTIFIED ACTS OF TERRORISM COVERAGE AND PREMIUM DISCLOSURE

POLICYHOLDER DISCLOSURE

Coverage for “certified acts of terrorism” for the types of insurance subject to the Terrorism Risk Insurance Act is already included in your current Policy. “Certified act of terrorism” means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act 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 the Terrorism Risk Insurance Act; 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.

You are hereby notified that if aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion.

Under your existing coverage, any losses resulting from “certified acts of terrorism” may be partially reimbursed by the United States Government under a formula established by federal law. Under this formula, the United States Government generally reimburses 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 providing the coverage. However, your policy may contain other exclusions that may affect your coverage. The terms and limitations of any terrorism exclusion, or the inapplicability or omission of terrorism exclusion, do not serve to create coverage for any loss that is otherwise excluded under this Policy.

The portion of your annual premium that is attributable to coverage for “certified acts of terrorism” is: \$ **waived**. Any premium waiver is only valid for the current Policy Period.

All other terms and conditions of this Policy remain unchanged.



08/12/2020

Aon Risk Services Central, Inc. -Panel Only [Chicago]
200 East Randolph Street

Chicago, IL 60601

Re: City of Hollywood
2600 Hollywood Blvd, Suite 212
Hollywood, FL 33022

Quote No: Q-001-000405955-01
Policy Period: 10/01/2020 to 10/01/2021

Dear Broker:

Many states require AXIS, as an eligible surplus lines insurer, to obtain and report certain Surplus Lines Broker information on policies written. So that we may report to the states accurately, we ask that you carefully review the information below. **Note that if you are required to complete any section of this form, it is imperative that you return this form within thirty (30) days of the policy's effective date.**

Home State:

According to our records, the Policyholder's "Home State" is Florida.
("Home State" as defined by the Nonadmitted and Reinsurance Reform Act of 2010). **If this is correct, skip to the next section. If this is NOT correct, it is imperative that you complete the following information:**

Named Insured's Corrected Home State (if applicable): _____

Procuring Surplus Lines Broker's Name: _____

Procuring Surplus Lines Broker's Address: _____

Procuring Surplus Lines Broker's "Home State" License #: _____

New Jersey Home State Risks:If the Home State is New Jersey, the Transaction Number is **REQUIRED**:**Independent Procurement:**

With respect to independently procured policies, the following individual hereby confirms that the required filings will be made and applicable taxes paid for any independently procured coverage:

Name: _____ Date: _____

By completion of this form, the Procuring Surplus Lines Broker confirms that this policy is issued as a surplus lines policy in accordance with applicable state requirements and that surplus lines tax filings, and any applicable surcharges, fees or assessments, will be filed as required. The Procuring Surplus Lines Broker further agrees that, upon request of AXIS or any insurance regulator, a copy of applicable surplus lines broker license(s) and evidence of payment of required surplus lines taxes will be provided promptly.

Name of Person Completing this Form: _____ Date: _____



QUOTE

08/12/2020

FROM:

Branden Laxner, Senior Underwriter
branden.laxner@axiscapital.com, 312-609-6727
111 South Wacker Drive
Suite 3500
Chicago, IL 60606

DELIVERED TO:

Farhan Khan
Aon Risk Services Central, Inc. -Panel Only [Chicago]
200 East Randolph Street
Chicago, IL 60601

AXIS is pleased to offer the following quote. This quote contemplates AXIS policy forms and endorsements, which may not conform to industry standard policy language, terms and conditions. The terms and conditions of this quote may not conform to the specifications as originally submitted. Please review this quote carefully.

This quote expires in 30 days, or on the proposed policy effective date, whichever is earlier
(unless extended in writing by AXIS or unless superseded by the binder).

NAMED INSURED	City of Hollywood 2600 Hollywood Blvd, Suite 212 Hollywood, FL 33022
BROKER OF RECORD	Aon Risk Services Central, Inc. -Panel Only [Chicago] 200 East Randolph Street Chicago, IL 60601

INSURER	AXIS Surplus Insurance Company (Non-Admitted) 111 South Wacker Drive, Suite 3500 Chicago, IL 60606 (866) 259-5435 A Stock Insurer
POLICY FORM	AXIS PRO® PRIVASURE™ PVSR 101 0816
POLICY NUMBER	TBD
POLICY PERIOD	Effective Date: 10/01/2020 Expiration Date: 10/01/2021 <i>Both dates at 12:01 a.m. standard time at the Named Insured's address stated herein.</i>



TOTAL POLICY PREMIUM	\$65,315.00
MINIMUM EARNED PREMIUM <i>(percentage of Total Policy Premium)</i>	N/A
TERRORISM PREMIUM FOR CERTIFIED ACTS OF TERRORISM <i>(included in Total Policy Premium)</i>	Included for no additional premium
BROKER COMMISSION	0%
SURCHARGE / TAX <i>(included in Total Policy Premium)</i>	N/A

The broker is responsible for determination and collection of any applicable surplus lines taxes, related fees, and/or applicable state-imposed surcharges, invoicing the Insured, and filing in accordance with the applicable state's surplus lines laws and/or regulations.

POLICY LIMIT OF INSURANCE AND RETENTION	
Policy Limit <i>(applicable to all coverages unless otherwise noted)</i>	\$5,000,000 Aggregate
Policy Retention	\$100,000 Aggregate

Cyber Liability Coverages	Coverage Trigger	Retroactive Date	Coverages Aggregate Limit	Coverages Aggregate Retention
			\$5,000,000 Aggregate	\$100,000 Aggregate
			Limit	Retention
Enterprise Security Event Liability	Claims Made	Full Prior Acts	\$5,000,000 Each Claim	\$100,000 Each Claim
Payment Card Industry – Data Security Standards (PCI-DSS) Fines	Claims Made	Full Prior Acts	\$5,000,000 Each Claim Sublimit	\$100,000 Aggregate
Privacy Regulation	Claims Made	Full Prior Acts	\$5,000,000 Each Claim	\$100,000 Each Claim
Media Liability	Claims Made	Full Prior Acts	\$5,000,000 Each Claim	\$100,000 Each Claim

Cyber First Party Coverages	Coverages Aggregate Limit	Coverages Aggregate Retention
	\$5,000,000 Aggregate	\$100,000 Aggregate
	Coverage Limit	Coverage Retention



Crisis Management Expense	\$5,000,000 Aggregate	\$100,000 Aggregate
Fraud Response Expense	\$5,000,000 Aggregate	\$100,000 Aggregate
Public Relations Expense	\$5,000,000 Aggregate	\$100,000 Aggregate
Forensic and Legal Expense Includes PCI Re-Certification Services	\$5,000,000 Aggregate	\$100,000 Aggregate
Extortion Loss	\$5,000,000 Aggregate	\$100,000 Aggregate
Extortion Threat Reward Reimbursement Expense	\$100,000 Aggregate Sublimit	\$0 Aggregate
Bricking Coverage	\$2,000,000 Aggregate	\$100,000 Aggregate
Cryptojacking Coverage	\$1,000,000 Aggregate	\$100,000 Each Cryptojacking Incident
Invoice Manipulation	\$250,000 Aggregate	\$100,000 Aggregate
Ransomware Loss	\$5,000,000 Aggregate Sublimit	\$100,000 Aggregate
Reputational Loss	\$1,000,000 Aggregate	\$100,000 Each Reputational Incident
Proof of Loss	\$50,000 Aggregate	\$100,000 Each Reputational Incident
Social Engineering Fraud Loss	\$250,000 Aggregate	\$100,000 Aggregate
Telecommunications Theft Loss	\$250,000 Aggregate	\$100,000 Aggregate

Business Interruption Coverages	Coverages Aggregate Limit	
	\$5,000,000 Aggregate	
	Coverage Limit	Coverage Retention
Business Interruption – Service Disruption	\$5,000,000 Aggregate	Hourly Cap: NA Waiting Period: 8 Hours
Business Interruption – Service Failure	\$5,000,000 Aggregate	Hourly Cap: NA Waiting Period: 8 Hours



Business Interruption – System Disruption	\$5,000,000 Aggregate	Hourly Cap: NA Waiting Period: 8 Hours
Business Interruption – System Failure	\$5,000,000 Aggregate	Hourly Cap: NA Waiting Period: 8 Hours
Data Recovery Expense	\$5,000,000 Aggregate	\$100,000 Aggregate
Proof of Loss	\$100,000 Aggregate	\$100,000 Each Disruption

EXTENDED REPORTING PERIOD OPTIONS (applicable to claims made coverages)	
Year	Percentage of Annualized Claims Made Premium
1 Year	100%
2 Year	150%
3 Year	200%

SUBJECTIVITIES PRIOR TO BINDING:

Please complete, sign, and date the following applications, supplements, and warranties:

- AXIS Warranty Letter

Please provide the following documentation:

- Current 5-year loss history
- How does your backup strategy protect against the threat of ransomware (please provide details on what type of backups you perform, how often, where they are stored (online/offline), etc.) Confirmation the Applicant utilizes 2-factor authentication to secure remote access to email accounts (this is a setting that can be enabled in most email services like O365 and GSuite, and dramatically reduces the risk of a successful business email compromise attack). Confirmation the Applicant utilizes an email filtering solution (in addition to the one that your email provider provides) designed to stop phishing/ransomware attacks. If yes, confirm your provider.

[CLICK HERE FOR REQUESTED APPLICATIONS AND SUPPLEMENTS](#)

This quote is strictly conditioned upon (1) no change in exposure or risk occurring between the date of this quote and the inception date of the proposed policy, and (2) no receipt of any additional information that the insurer determines would impact the risk in any manner. In the event of any such change in exposure or risk or receipt of additional information, the insurer may in its sole discretion modify or withdraw this offer, whether or not this offer has already been accepted by the applicant.


Coverage may be bound only pursuant to the terms of a written binder. No authority is granted to the agent or broker to bind coverage.



In order to complete the underwriting process, the insurer requires that the applicant provide all requested additional information and reserves the right to refuse to bind coverage prior to receipt and underwriting approval of this information. However, if the insurer does bind coverage prior to receipt and underwriting approval of such information, the terms and conditions indicated above may be amended at the insurer's sole discretion until such information is received and approved.

For additional information about AXIS PRO® products, please visit our website [here](#).



SCHEDULE OF FORMS & ENDORSEMENTS		
DOUBLE-CLICK THE PAPERCLIP ICON FOR SPECIMENS: 		
Policyholder Notices and Policy Forms		Form Number and Edition Date
Surplus Lines Broker Statement		AXIS 103 0415
PolicyHolder Notice		AXIS 105 0316
Service of Suit		AXIS 106 0415
Policyholder Notice - Economic And Trade Sanctions		AXIS 906 0316
Policyholder Disclosure - Notice Of Terrorism Insurance Coverage		TRIA DISCLOSURE 0115
Policyholder Notice - Service Providers		AXIS 1010710 0117
Policyholder Notice - AXIS eRisk Hub®		AXIS 143 0915
AXIS PRO® PRIVASURE™ POLICY		PVSR 101 0816
Endorsements		Form Number and Edition Date
1	Payment Card Industry Data Security Standards (PCI-DSS) Coverage Endorsement	AXIS 1010033A 0919
2	Ransomware Loss Coverage Endorsement	AXIS 1010034 0919
3	Social Engineering Fraud Coverage Endorsement	AXIS 1010035 0917
4	Telecommunications Theft Loss Coverage Endorsement	AXIS 1010036 0919
5	Extortion Threat Reward Reimbursement Expense Coverage Endorsement	AXIS 1010037 0919
6	PCI Re-Certification Services Expense Change Endorsement	AXIS 1010038 0919
7	Coverage Enhancement Endorsement	AXIS 1011059B 1117
8	Invoice Manipulation Coverage Endorsement	AXIS 1011765 1219
9	Cryptojacking Endorsement	AXIS 1011974 0919
10	Cancellation And Nonrenewal Endorsement - Florida	AXIS 801FL 1015
11	Bricking Coverage Endorsement	AXIS 1011751 1219
12	Comprehensive Business Interruption Coverage with Voluntary Shutdown and Proof of Loss Coverage Endorsement	AXIS 1012691 0320
13	Media Liability Coverage Endorsement - Online and Offline Media	AXIS 1012692 0320
14	Reputational Loss Coverage Endorsement	AXIS 303D 0320
	Dependent Business Interruption Coverage Amendatory Endorsement (Including Non-IT Service Providers)	AXIS 1012718 0620

Safety National Casualty Corporation
1832 Schuetz Road
St. Louis, MO 63146

PHONE # (314) 995-5300

FAX # (314) 995-3843

TO:	AON RISK INSURANCE SERVICES WEST, INC.	ATTN:	Ms. Bing Buenafe
PHONE:	(213) 630-3200	FAX:	(213) 689-4550
FROM:	Paul Freier	DATE:	08/04/2020

EXCESS WORKERS' COMPENSATION INSURANCE QUOTATION

Name of Risk: THE CITY OF HOLLYWOOD
Account: 6004654 Previous Policy Number: SP 4061370
Specific Excess Only

Contract Terms	Option 7748295926
Liability Period	10/01/2020 - 10/01/2021
Payroll Reporting Period	10/01/2020 - 10/01/2021
Payroll	\$ 124,940,695
Manual Premium	\$ 3,851,447
Experience Modification Factor	1.000
Standard Premium	\$ 3,851,447
Self-Insured Retention	\$ 1,000,000
Specific Limit	Statutory
Employers Liability Limit	Per Occ \$ 1,000,000
Premium Rate	Rate \$100 Payroll \$ 0.2175
Deposit Premium	\$ 271,746
Minimum Premium	\$ 244,571
Commission	Net 0.00 %
Pay Plan	ANNUAL PAYMENT
Audit Type	Voluntary

*Quote expires 1 day after Payroll Reporting Period effective date for each Quote Option.

Safety National Casualty Corporation
1832 Schuetz Road
St. Louis, MO 63146

PHONE # (314) 995-5300

FAX # (314) 995-3843

TO:	AON RISK INSURANCE SERVICES WEST, INC.	ATTN:	Ms. Bing Buenafe
PHONE:	(213) 630-3200	FAX:	(213) 689-4550
FROM:	Paul Freier	DATE:	08/04/2020

EXCESS WORKERS' COMPENSATION INSURANCE QUOTATION

Endorsements:

General Endorsements applicable to all quote options:

0242 00 1291 (XWC) LONGSHOREMEN'S AND HARBOR WORKERS' COMPENSATION ACT COVERAGE
ENDORSEMENT

0245 00 1291 (XWC) MARITIME COVERAGE ENDORSEMENT

0291 06 0306 (XWC) VOLUNTARY COMPENSATION ENDORSEMENT

0428 04 0207 (XWC) FOREIGN VOLUNTARY WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY -
INCLUDING DEFINED ENDEMIC DISEASE

FLORIDA MANDATORY ENDORSEMENT(S), IF APPLICABLE

1061 13 0218 (XWC) FLORIDA TERRORISM RISK INSURANCE PROGRAM

REAUTHORIZATION ACT ENDORSEMENT

3001 00 0520 (XWC) FLORIDA WORKERS COMPENSATION INSURANCE GUARANTY ASSOCIATION SURCHARGE
ENDORSEMENT

Contingencies:

The quote is subject to the following:

1. Vehicle Supplemental prior to issuance.
2. Confirm watercraft are covered by a P&I policy prior to binding and provide a copy of the policy when received.
3. Updated Losses Valued within 90 days of the effective date prior to binding.

Option 7748295926

1. Commission shall be fully earned by the Broker of Record at the inception of the Payroll Reporting Period as identified on the bound Excess Workers Compensation Insurance Quotation.
2. As directed by the Florida Workers Compensation Insurance Guaranty Association, we are advising you that effective 1/1/2020, insurers are required to collect a 1% assessment on the excess insurance premiums for self-insured employers and employer groups. This assessment will be included on your premium invoice and will be used to offset the obligations of the Florida Workers Compensation Insurance Guaranty Association.

Comments:

1. Endorsements mandated by the coverage state(s) will automatically be added to your policy regardless of whether they are shown in the above schedule. In addition, a change in an endorsement form number may occur as a result of state filing requirements/updates arising subsequent to this quote.
2. Included in our quote: MAP Client Services. These resources consist of both risk control and claim services, including resources like Safety Essentials Online, Workers' Comp Kit, and Safety Training Source. Medical Management Program. These services help facilitate complicated claims towards the best-possible outcome. Available services include Catastrophic Claims Consulting, Impartial Medical Review, Long-Term Claims Evaluation, and Chronic Pain & Opioid Dependency Programs.

Safety National Casualty Corporation
1832 Schuetz Road
St. Louis, MO 63146

PHONE # (314) 995-5300

FAX # (314) 995-3843

TO:	AON RISK INSURANCE SERVICES WEST, INC.	ATTN:	Ms. Bing Buenafe
PHONE:	(213) 630-3200	FAX:	(213) 689-4550
FROM:	Paul Freier	DATE:	08/04/2020

EXCESS WORKERS' COMPENSATION INSURANCE QUOTATION

3. This Agreement will include coverage for Workers' Compensation loss caused by acts of terrorism as defined in the Agreement. Coverage for such losses will still be subject to all terms, definitions, exclusions, and conditions in the Agreement, & any applicable federal and/or state laws, rules, or regulations. Be advised that, under the Terrorism Risk Insurance Act of 2002 as amended and extended by the Terrorism Risk Insurance Program Reauthorization of 2015 (collectively, the Act), terrorism losses would be partially reimbursed by the U.S. Government under a formula established by the Act. Under this formula, the U.S. Government would generally reimburse 80% to 85% of covered terrorism losses exceeding a deductible paid by us. The Act contains \$100 billion cap that limits the reimbursement from the U.S. Government as well as from all insurers. If aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.
The portion of the EMPLOYER's annual premium attributable to coverage for losses caused by a certified act of terrorism is: 0.5%.



Your Service Team

Safety National is committed to providing industry leading services to our policyholders. The Service Team is the keystone to that promise. This highly experienced team is identified now and established early in the policy term so there is a seamless transition and efficient delivery of service for your client's needs. The Service Team consists of a one point contact in underwriting, claims, risk control, policy services, audit, legal, and finance.

We welcome the opportunity for you to experience our commitment to your success by contacting any member of our team with your questions or requests.

Paul Freier Senior Underwriter	(213) 261-3510	paul.freier@safetynational.com
Debra Miller Coordinator - Underwriting Stand Alone Operations	(314) 810-5613	debra.miller@safetynational.com
Don Enke Risk Control	(314) 810-5427	don.enke@safetynational.com
Joanna Pallardy MAP Client Services	(314) 692-9507	joanna.pallardy@safetynational.com
Mike Harris VP Claims	(314) 692-9516	michael.harris@safetynational.com
Shelly Stuck Premium Audit	(314) 692-1370	shelly.stuck@safetynational.com

CRISIS PROTECTION WORKERS' COMPENSATION



Safety National Crisis Protection® is a crisis management and extraction benefit provided exclusively for Safety National's excess, large deductible and select guaranteed cost workers' compensation customers. If your business undergoes a qualifying "Domestic Crisis Event" that directly involves your business and involves the death of two or more of your employees, Safety National® will either pay one of our approved vendors to assist with crisis management or reimburse you directly for the approved costs incurred with a vendor of your choice. If you experience a qualifying "International Extraction Crisis Event" that requires international employee extraction, we will reimburse you directly for the approved costs.

How Does It Work?

If a qualifying "Domestic Crisis Event" or "International Extraction Crisis Event" occurs, Safety National Crisis Protection will help you minimize post-crisis risk to the organization, its stakeholders and employees directly involved in the event (including immediate family of the involved employee). The annual, aggregate limit for these complimentary benefits, or any combination of the two, is \$50,000. These benefits are accessible when you need them and are provided by Safety National free of charge.

"Domestic Crisis Events" Include:

Multiple employee deaths (two or more) resulting from the following man-made events:

- Explosion
- Arson
- Bombing
- Workplace Violence
- Structural Fire
- Vehicular Accident

Multiple employee deaths (two or more) resulting from the following natural disasters:

- Tornado
- Explosion
- Wildfire
- Structural Fire
- Earthquake and Any Resulting Tsunami Hurricane
- Flood

"International Extraction Crisis Events" Include:

Employee extraction necessitated by the following:

MAN-MADE EVENTS:

- Explosion
- Arson
- Bombing
- Riot
- Government Collapse & Political Unrest

NATURAL DISASTERS:

- Tornado
- Explosion
- Wildfire
- Earthquake and Any Resulting Tsunami
- Cyclone/Typhoon/Hurricane
- Flood

LEARN MORE

For more information about Safety National Crisis Protection, please visit safetynational.com/crisis_protection. If you have additional questions about this free benefit, please contact us at crisisprotection@safetynational.com.

Benefits:

- Provided at no cost to policyholders, with a \$50,000 annual, aggregate benefit limit for a qualifying "Domestic Crisis Event," a qualifying "International Extraction Crisis Event" or any combination of the two.
- A 24-hour crisis hotline to preferred and approved "Domestic Crisis Event" vendors.
- Benefit extends to immediate family of an employee that is directly involved in the "Domestic Crisis Event."
- The benefit can be used for qualified "Domestic Crisis Events" to help with:
 - » Crisis Management
 - » Crisis Response
 - » Public Relations
 - » Emergency Psychological Treatment
- Includes crisis communication and media management.
- Short-term counseling and referral for directly involved employees and their immediate family.



SAFETY NATIONAL AT A GLANCE

A.M. Best Rating A+ (Superior)
Financial Size Category XV

Why Safety National?

- Leading specialty insurance carrier, offering a variety of risk solutions for large commercial and public entity clients.
- Long-time presence in the market, providing uninterrupted service to thousands of customers nationwide for over 75 years.
- Relationship-focused approach to customer service, listening closely to customer needs and designing flexible programs and placements to address them.
- Unique claims and medical management proficiency, managing complex claims efficiently and effectively.

Financial Strength*

- Policyholders' surplus: \$2.7 billion (14.7% increase over 12/18)
- GAAP Stockholders' equity: \$4.2 billion (19.1% increase over 12/18) and \$10.5 billion in assets
- A.M. Best Rating A+ (Superior), Financial Size Category XV
- Standard & Poor's Rating A+
- A member of the Tokio Marine Group, with approximately \$224 billion in total assets. The Group's main operating subsidiary, Tokio Marine & Nichido Fire (TMNF), maintains an A.M. Best rating of A++ (Superior), Financial Size Category XV.

*as of 12/19

Solutions

Workers' Compensation:

- Excess
- Large Deductible
- Large Guaranteed Cost
- Defense Base Act
- TEXcess

Public Entity Liability:

- Law Enforcement Liability
- Public Officials Liability
- Educators Legal Liability

Commercial Auto

Commercial General Liability

Cyber Risk

Reinsurance

Loss Portfolio Transfers

Captives

Self-Insurance Bonds

Services

- **Medical Management Resources:** Supplemental programs designed to help manage complicated claims towards best possible outcomes.
- **MAP Client Services:** A full suite of online resources designed to help build or enhance safety and compliance programs.
- **Risk Control Services:** A vetted network of highly-qualified consultants available to assist with on-site safety and risk control projects.

03/2020



(888) 995-5300 · info@safetynational.com · safetynational.com
A member of the Tokio Marine Group

Public Entity



MAP

CLIENT SERVICES

Management • Analysis • Prevention®



Risk control tools to help improve injury prevention and claim cost containment.

Public Entity

MAP CLIENT SERVICES®

Public entities face a host of safety challenges. From risks related to labor-intensive city worker positions, to emergency responders faced with driving in dangerous scenarios, to the ergonomic risks associated with administrative personnel, public entities are confronted with a significant challenge to minimize costs and maintain a healthy front line.

In response, Safety National® has developed a suite of online risk control resources to help public entities improve risk management programs. Collectively called MAP Client Services, these tools are provided on a complimentary basis to help improve program management, analysis and prevention efforts. Using these resources, public entity employers can work to build, maintain and/or supplement successful workers' compensation and casualty programs to keep their workforce safe.

MAP Client Services is comprised of:

Management: Several resources that offer a wealth of information and assistance to help your organization develop and maintain a successful safety and claim cost containment program.

Analysis: A variety of tools that provide the ability to measure, benchmark and analyze different aspects of your programs to clearly identify opportunities for improvement.

Prevention: A selection of assets to help improve your loss prevention and mitigation efforts – from educating employees about potential injury exposures, to helping build proficient post-injury protocol.

Schedule a Demo: Our service representatives would be happy to demonstrate the capabilities of any or all tools offered through MAP Client Services. Contact us to schedule your demo at map@safetynational.com or 888-995-5300.



THE RESOURCES

HR Essentials Online: Available exclusively to our policyholders with employment practices liability coverage, this online resource includes tools to help with human resources management. From hiring practices and writing job descriptions, to training managers and understanding complicated leave laws, this resource will help keep your organization in compliance.

Law Enforcement Liability Resources: Available exclusively to our law enforcement liability policyholders, this resource includes a downloadable law enforcement liability assessment, sample law enforcement and jail operations policies and procedures manuals, and access to live law enforcement consulting services.

Safety Essentials Online: This online resource library provides customizable and downloadable training tools to help improve safety and health compliance, best practices, policies and written programs.

Workers' Comp Kit®: This resource puts best practices at your fingertips in a streamlined, online format. Users can assess current processes then apply systematic improvement and implementation tools to augment current programs. Also includes cost/savings calculators and a library of customizable reports, presentations, forms and checklists.

Safety Training Source: A rich media learning management system that allows users to build, assign and monitor a customized safety training curriculum. Over 150 courses are included, with select items available in Spanish.

S:ERVE: Safety Emergency Responder Vehicle Education (S:ERVE) is an online driver simulation and curriculum created to educate first responders to drive at their safest during intersection negotiation scenarios.

Distracted Driving: This course is designed to train all employees that drive on the job. Through online simulation, employees will learn how to eliminate controllable distractions and how to make necessary adjustments for uncontrollable distractions.

Safety National Crisis Protection®: A domestic crisis management and international extraction benefit provided exclusively for Safety National's excess, large deductible and select guaranteed cost workers' compensation policyholders.

Office Ergonomic Solutions: This online ergonomic assessment e-mails personalized recommendations and allows an organization to easily monitor changes in employees' risk of injury and comfort levels.

MAP
CLIENT SERVICES

Safety National

1832 Schuetz Road
St. Louis, Missouri 63146

Phone 888.995.5300 (toll-free)
314.995.5300

E-mail info@safetynational.com
Web www.safetynational.com



TOKIO MARINE
GROUP





20 Church Street, Suite 1500
Hartford, CT 06103
Ph: 860-561-3600
www.rtspecialty.com

20327169A

QUOTATION SUMMARY

August 7, 2020

Aon Risk Services Central, Inc. - Philadelphia
Sarah Peterson
1650 Market Street Suite 1000
Philadelphia, PA 19102

FROM: Fred Bautista for Fred Bautista

Outlined below is a summary of the attached quotation obtained for the above noted Insured. The full quote terms, conditions and exclusions can be found on the attached quote. Please pay special attention to those items found on the quote, and note that in the event of any discrepancies between the information found on this summary and the quote itself, the quote supersedes our summary. As the broker with the direct relationship with the Insured, it is your responsibility to carefully review with the Insured all of the terms, conditions, and limitations in the quote, and to specifically reconcile with the Insured any differences between those quoted and those you requested. RT Specialty expressly disclaims any responsibility for any failure on your part to review or reconcile any such differences with the Insured.

NAMED INSURED:	City of Hollywood 2600 Hollywood Blvd., PO Box 229045 Hollywood, FL 33022	
PRIMARY RISK ADDRESS:	2600 Hollywood Blvd., PO Box 229045 Hollywood, FL 33022	
COVERAGE:	Medical Professional Liability Full Program	
INSURER:	Underwriters at Lloyd's (Non-Admitted) - Non-Admitted	
POLICY TERM:	10/1/2020 - 10/1/2021	
ESTIMATED POLICY PREMIUM:	\$100,000.00	
OPTIONAL TRIA:		
FEES:	Brokerage Fee	\$100.00
	Policy Fee - Carrier	\$150.00
	TOTAL FEES:	\$250.00
TOTAL:	\$100,250.00	
AGENT COMMISSION:	0%	



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SPECIAL CONDITIONS / OTHER COVERAGES:

NO FLAT CANCELLATIONS
ALL FEES ARE FULLY EARNED AT INCEPTION
25% Minimum Earned Premium

For R-T Specialty to file the surplus lines taxes on your behalf, please complete the surplus lines tax document (per the applicable state requirements) and return with your request to bind. Due to state regulations, R-T Specialty requires tax documents to be completed within 24 to 48 hours of binding. Please be diligent in returning tax forms.

Subjectivities: (Unless otherwise noted, these are due within 10 days of Binding)

Application sent is OK, but need it currently signed and dated

Completed, signed and dated Surplus lines acknowledgement form or diligent search form



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HOME STATE FOR NON-ADMITTED RISKS

Taxes and governmental fees are estimates and subject to change based upon current rates of the Home State and risk information available at the date of binding. The Home State of the Insured for a non-admitted risk shall be determined in accordance with the Nonadmitted and Reinsurance Act of 2010, 15. U.S.C §8201, etc. ("NRRA"). Some states require the producing broker to submit a written verification of the insured's Home State for our records. The applicable law of the Home State governing cancellation or non-renewal of insurance shall apply to this Policy.

BINDING INSTRUCTIONS

We will only bind coverage in writing after we receive a written request from you to bind coverage. If coverage is requested, the following items must be submitted:

There are subjectivities that:

- must be complied with or resolved before the contract becomes binding
- apply both before or after inception, compliance with which is a condition of all or part of the coverage; and
- apply after the formation of the contract as conditions of continued coverage.

Please note that this is a quote only, and the Insurer reserves the right to amend or withdraw the quote if new, corrected or updated information creating a material difference from the previously provided underwriting material is received. You must notify us of any material change in the risk exposure occurring after submission of the application. If the Insurer binds the risk following your written request, the terms of the policy currently in use by the Insurer will supersede the quote.

Any amendments to coverage must be specifically requested in writing or by submitting a policy change request form and then approved by the Insurer. Coverage cannot be affected, amended, extended or altered through the issuance of certificates of insurance. Underlying Insurers must be rated A- VII or better by A.M. Best.

This quote summary, the quote, the fees quoted and our advice, is confidential. This quote summary and the quote constitutes the entire understanding and supersedes any and all agreements and communications respecting the insurance offered. If you need further information about the quote, our fee or the Insurer that is proposing to provide your insurance, please contact us.



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PREMIUM FINANCE (If not included in the quote document)

If the insured and the insurer agree to bind coverage and the premium will be financed, we will need the following information and, upon binding, please instruct the premium finance company to send documents to our attention. Premium Finance funds should always be paid to R-T Specialty, LLC:

Name of Premium Finance Company:	
Premium Finance Account Number:	

PRODUCER COMPENSATION:

In order to place the insurance requested we may charge a reasonable fee for additional services that may include performing a risk analysis, comparing policies, processing submissions, communication expenses, inspections, working with underwriters on the coverage proposal, issuing policies or servicing the policy after issuance. Third-party inspection or other fees may be separately itemized upon request. If the insured recommends an inspection company, we will endeavor to determine if it is approved by the Insurer. To the extent the insured paid us a fee for services, we represent the insured in performing those services. Our fees are fully earned and nonrefundable, except when required by applicable law. Our fees are applied to new policies, renewal policies, endorsements and certificates. Fees applicable to each renewal, endorsement and certificate will be explained in the quotes. In the event that the premium is adjustable upwards, our fees are adjustable as well and will be collected against any additional premium. The fee charged by us does not obligate the insured to purchase the proposed insurance or the Insurer to bind the proposed insurance. Our fee is not imposed by state law or the Insurer. This fee authorization shall remain operative until terminated by written notice. Depending upon the Insurer involved with your placement, we may also receive a commission from the Insurer.

We may also have an agreement with the Insurer that we are proposing for this placement that may pay us future additional compensation. This compensation is in addition to any fees and/or commissions that we have agreed to accept for placing this insurance. This compensation could be based on formulas that consider the volume of business placed with the Insurer, the profitability of that business, how much of the business is retained for the Insurer's account each year, and potentially other factors. The agreements frequently consider total eligible premium from all clients placed during a calendar year and any incentive or contingent compensation is often received at a future date, including potentially after the end of the following calendar year. Because of variables in these agreements, we often have no accurate way at the time of placement to determine the amount of any additional compensation that might be attributable to any Insured's placement. The broker with the direct relationship with the Insured must comply with all applicable laws and regulations related to disclosure of compensation, including disclosure of potential incentive or contingent compensation and the criteria for receiving such compensation, and informing the Insured that it may request more information about producer or broker compensation that might be paid in connection with the Insured's placement. RSG affiliates may also earn investment income on accounts temporarily held as fiduciary funds, and compensation as a broker, underwriting manager, reinsurance intermediary, premium finance company, claims adjuster, consultant or service provider. If you need additional information about the compensation arrangements for services provided by RSG affiliates, please contact your RSG representative.

R-T Specialty, LLC (RT), a subsidiary of Ryan Specialty Group, LLC, provides wholesale brokerage and other services to agents and brokers. RT is a Delaware limited liability company based in Illinois. As a wholesale broker, RT does not solicit insurance from the public. Some products may only be available in certain states, and some products may only be available from surplus lines Insurers. In California: R-T Specialty Insurance Services, LLC License #0G97516.

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STATEMENT OF DILIGENT EFFORT

I, _____ License #: _____
Name of Retail /Producing Agent

Name Of Agency: Aon Risk Services Central, Inc. - Philadelphia

Have sought to obtain:

Specific Type of Coverage _____ for

Named Insured City of Hollywood from the following
authorized insurers currently writing this type of coverage:

(1) Authorized Insurer: _____

Person Contacted *(or indicate if obtained online declination)* _____

Telephone Number/Email: _____ Date of Contact: _____

The reason(s) for declination by the insurer was (were) as follows *(Attach electronic declinations if applicable)*:

(2) Authorized Insurer: _____

Person Contacted *(or indicate if obtained online declination)* _____

Telephone Number/Email: _____ Date of Contact: _____

The reason(s) for declination by the insurer was (were) as follows *(Attach electronic declinations if applicable)*:

(3) Authorized Insurer: _____

Person Contacted *(or indicate if obtained online declination)* _____

Telephone Number/Email: _____ Date of Contact: _____

The reason(s) for declination by the insurer was (were) as follows *(Attach electronic declinations if applicable)*:

Signature of Retail/Producing Agent

Date

"Diligent effort" means seeking coverage from and having been rejected by at least three authorized insurers currently writing this type of coverage and documenting these rejections.

Surplus lines agents must verify that a diligent effort has been made by requiring a properly documented statement of diligent effort from the retail or producing agent. However, to be in compliance with the diligent effort requirement, the surplus lines agent's reliance must be reasonable under the particular circumstances surrounding the export of that particular risk. Reasonableness shall be assessed by taking into account factors which include, but are not limited to , a regularly conducted program of verification of the information provided by the retail or producing agent. Declinations must be documented on a risk-by-risk basis.

Surplus Lines Disclosure Form Instructions

This form is designed to provide guidance based on the statutory requirements for such form and it has not been approved by the Florida Department of Financial Services. This is a suggested form; however the law requires that the following language be included in the form and that the insured sign the form:

"I have agreed to the placement of coverage in the surplus lines market. I understand that superior coverage may be available in the admitted market and at a lesser cost and that persons insured by surplus lines carriers are not protected under the Florida Insurance Guaranty Act with respect to any right of recovery for the obligation of an insolvent unlicensed insurer."

The statute does not require the retail/producing agent to sign the form. However, the retail/producing agent should keep the original signed form in the insured's file in the event of a future E&O claim. The statute clearly states that if the form is signed by the insured that the insured is presumed to have been informed and to know that other coverage may be available and that the retail/producing agent has no liability for placing the policy in the surplus lines market.

Some surplus lines brokers may ask for copies of these forms, but they are not required by statute to obtain or maintain these forms. Retail/producing agents may choose to comply with their requests for copies of the forms, but agents and brokers should note that the Florida Surplus Lines Service Office will not be looking for copies of these forms during compliance reviews of the files of surplus lines brokers. Only when a surplus lines broker acts in both a retail/producing agent capacity and a surplus lines broker capacity on a given risk/policy should the broker maintain a copy of this form.

SURPLUS LINES DISCLOSURE and ACKNOWLEDGEMENT

At my direction, Aon Risk Services Central, Inc. - Philadelphia has placed my coverage in the surplus lines market. As required by Florida Statute 626.916, I have agreed to this placement. I understand that superior coverage may be available in the admitted market and at a lesser cost and that persons insured by surplus lines carriers are not protected by the Florida Insurance Guaranty Association with respect to any right of recovery for the obligation of an insolvent unlicensed insurer.

I further understand the policy forms, conditions, premiums, and deductibles used by surplus lines insurers may be different from those found in policies used in the admitted market. I have been advised to carefully read the entire policy.

City of Hollywood

Named Insured

By:

Signature of Named Insured

Date

Printed Name and Title of Person Signing

Underwriters at Lloyd's (Non-Admitted)

Name of Excess and Surplus Lines Carrier

Medical Professional Liability Full Program

Type of Insurance

10/1/2020

Effective Date of Coverage

Florida Face Page

Insured's Name: City of Hollywood

Policy Number:

UMR Number:

Policy Dates: 10/1/2020 to

Surplus Lines Agent's Name:

Surplus Lines Agent's Address: 20 Church Street Suite 1500, Hartford CT 06103

Surplus Lines Agent's License Number:

Producing Agent's Name: Sarah Peterson

Producing Agent's Physical Address: 1650 Market Street Suite 1000 Philadelphia, PA 19102

"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."

Premium: \$100,000.00

TRIA/Terrorism:

Fees:

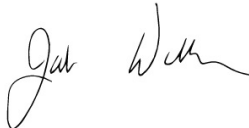
Brokerage Fee \$100.00

Policy Fee - Carrier \$150.00

Taxes:

Total Cost: \$100,250.00

Surplus Lines Agent's Countersignature:



_____ **"THIS POLICY CONTAINS A SEPARATE DEDUCTIBLE FOR HURRICANE OR WIND LOSSES, WHICH MAY RESULT IN HIGH OUT-OF-POCKET EXPENSES TO YOU."**

_____ **"THIS POLICY CONTAINS A CO-PAY PROVISION THAT MAY RESULT IN HIGH OUT-OF-POCKET EXPENSES TO YOU."**

LLOYD'S
Insurance is effective with certain
UNDERWRITERS AT LLOYD'S LONDON
HDI Global Specialty SE

Professional Liability Proposal

Named Insured: City of Hollywood

Issued Date: August 6, 2020

Policy Term: October 1, 2020 – October 1, 2021

Coverage(s):
Professional Liability

Limit(s):
Professional Liability
Each Claim: \$1,000,000
General Aggregate: \$1,000,000

Deductible:
Professional Liability \$50,000 per Claim

Premium (Minimum & Deposit): \$100,000
(A 25% minimum earned premium will apply at inception)

Retroactive Date:
Professional Liability – Split

Policy Fee: \$150

Professional Services: Ambulance Service including paramedics and EMTs

LLOYD'S
Insurance is effective with certain
UNDERWRITERS AT LLOYD'S LONDON
HDI Global Specialty SE

Forms List:

Florida Surplus Lines Notice FL SL Notice
Allied Health Care Professional Liability Insurance Coverage Part Supplemental Declaration PGI PL 025 SC 0819
Schedule of Participating Underwriters Lloyd's UW020 SC 0620
Listing of Forms and Endorsements Forming a Part of This Policy PGI PL 001 0109
Allied Health Care Professional Liability Insurance Coverage Part (Claims Made and Reported) PGI PL 022 0109
Financial Interest Clause PGI PL 083 0518
SLC3 USA SLC3 USA
30 Day Claim Reporting Period PGI PL 052 0109
Several Liability Notice LSW 1001
A Lloyd's Privacy Policy Statement LSW1135b
Cancellation Clause NMA1331 0461
Service of Suit Clause CL355B 1119
Radioactive Contamination Exclusion Clause-Liability-Direct (U.S.A.) NMA1477
Schedule of Locations PGI PL 061 0109
Biological or Chemical Materials Exclusion NMA2962
Nuclear Incident Exclusion Clause NMA1256
War and Terrorism Exclusion NMA2918
Sanction Limitation and Exclusion Clause LMA3100
Designation of Surplus Lines Agent PGI PL 002
COVID-19 Exclusion PGI PL 088 0620
TCPA Exclusion PGI PL 074 1212
Underwriters Endorsement UE 0119

Subjectivities:

(Unless otherwise noted, these are due within 10 days of Binding)
Application sent is OK, but need it currently signed and dated

Comments:

Exposure Base: 45,192 Emergency Responses/13,765 Ambulance Transports
07/01/2009 for 100/300 & 7/1/11 for diff between 100/300 and 250/500 and 4/17/19 as respects the
diff between 250/500 and 1mil/1mil.
Includes Medical Director as expiring
Loading and unloading is included as expiring
App and Sexual Abuse Supplement must be updated if bound.

Defense is inside the Limit as expiring

Note: Taxes, Fees and Filings (if applicable) are the responsibility of the broker.

Issued By: Certain Underwriter's at Lloyd's, London/HDI Global Specialty SE
(AM Best A Excellent) Non-Admitted

LLOYD'S

Insurance is effective with certain
UNDERWRITERS AT LLOYD'S LONDON
HDI Global Specialty SE

Please read all terms and conditions shown above carefully as they may not conform to the specifications shown in your submission. Coverage shall be subject to all terms and conditions of the policy to be issued which shall when delivered, replace the binder. This Quote is only valid for 30 days from the issue date listed.

FLORIDA POLICY HOLDER NOTICE

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

**ALLIED HEALTH CARE
PROFESSIONAL LIABILITY INSURANCE COVERAGE PART
SUPPLEMENTAL DECLARATIONS**

These Supplemental Declarations form a part of policy number: _____

RETROACTIVE DATE: _____	
LIMITS OF LIABILITY	
Each CLAIM Limit	\$ _____
Annual Aggregate Limit	\$ _____
DEDUCTIBLE	
Each CLAIM , including CLAIM EXPENSE	\$ _____
NAMED INSURED'S Profession: _____	
NOTICE OF CLAIM	
Notice of CLAIM shall be given to:	
<p>Mendes and Mount 750 Seventh Avenue New York, NY 10019 Tel: 212-261-8000 Email: Lorraine.sylvester@mendes.com</p>	
FORMS AND ENDORSEMENTS (other than applicable forms and endorsements shown elsewhere in the policy)	
Forms and endorsements applying to this Coverage Part and made part of this policy at time of issue:	
See Forms and Endorsements Schedule	

PREVIEW

THIS SUPPLEMENTAL DECLARATIONS AND THE COMMON POLICY DECLARATIONS, TOGETHER WITH THE COVERAGE FORM(S) AND ENDORSEMENTS COMPLETE THE ABOVE-NUMBERED POLICY.

Named Insured: City of Hollywood

Policy Number:

Schedule of Participating Underwriters

Lloyd's Underwriters

Syndicate Number	Pseudonym	Participation
1225	AES	39.50%
2623	AFB	32.39%
623	AFB	7.11%

HDI Global Specialty SE



21.00%

PREVIEW

Schedule of Forms

Named Insured: City of Hollywood

Policy No:

Form Name	Form Edition No
Florida Surplus Lines Notice	FL SL Notice
Allied Health Care Professional Liability Insurance Coverage Part Supplemental Declaration	PGI PL 025 SC 0819
Schedule of Participating Underwriters	Lloyd's UW020 SC 0620
Listing of Forms and Endorsements Forming a Part of This Policy	PGI PL 001 0109
Allied Health Care Professional Liability Insurance Coverage Part (Claims Made and Reported)	PGI PL 022 0109
Financial Interest Clause	PGI PL 083 0518
SLC3 USA	SLC3 USA
30 Day Claim Reporting Period	PGI PL 052 0109
Several Liability Notice	LSW 1001
A Lloyd's Privacy Policy Statement	LSW1135b
Cancellation Clause	NMA1331 0461
Service of Suit Clause	CL355B 1119
Radioactive Contamination Exclusion Clause-Liability-Direct (U.S.A.)	NMA1477
Schedule of Locations	PGI PL 061 0109
Biological or Chemical Materials Exclusion	NMA2962
Nuclear Incident Exclusion Clause	NMA1256
War and Terrorism Exclusion	NMA2918
Sanction Limitation and Exclusion Clause	LMA3100
Designation of Surplus Lines Agent	PGI PL 002
COVID-19 Exclusion	PGI PL 088 0620
TCPA Exclusion	PGI PL 074 1212
Underwriters Endorsement	UE 0119

ALLIED HEALTH CARE PROFESSIONAL LIABILITY INSURANCE COVERAGE PART

THIS IS A CLAIMS MADE AND REPORTED COVERAGE PART. Coverage is limited to only those **CLAIMS** that are first made against **YOU** and reported to **US** during the **POLICY PERIOD** or Extended Reporting Period, if applicable, as a result of any **WRONGFUL ACT** which occurred prior to the end of the **POLICY PERIOD**. However, if the renewal policy is written by **US**, **YOU** will have sixty (60) days after the expiration date of this policy to report any **CLAIM** first made in this **POLICY PERIOD**.

INSURING AGREEMENT

WE will pay **DAMAGES** which **YOU** become legally obligated to pay and **CLAIM EXPENSE** as a result of **CLAIMS** first made against **YOU** and reported to **US** in writing during the **POLICY PERIOD** or Extended Reporting Period, if applicable, provided that:

1. the **WRONGFUL ACT** giving rise to the **CLAIM** occurred on or after the **RETROACTIVE DATE** shown in the Declarations and before the end of the **POLICY PERIOD**;
2. notice of the **WRONGFUL ACT** was not given nor required to be given to any prior insurer; and
3. prior to the inception date of the first policy issued to **YOU** by **US** and continuously renewed by **US**, **YOU** had no reasonable basis to believe that such **WRONGFUL ACT** had been committed or that a **CLAIM** would be made against **YOU** alleging such **WRONGFUL ACT**.

DEFENSE

WE have the right and duty to defend any suit against **YOU** seeking **DAMAGES** because of a **WRONGFUL ACT** even if any of the allegations in the suit are groundless, false or fraudulent. **WE** have the right to appoint counsel and investigate any **CLAIM** or suit. However, **WE** will not settle or compromise a **CLAIM** or suit without **YOUR** written consent. If consent is refused and **YOU** elect to contest the **CLAIM** or continue legal proceedings, then **OUR** liability for the **CLAIM** will not exceed the amount for which the **CLAIM** could have been settled, plus **CLAIM EXPENSE** incurred up to the date of **YOUR** refusal.

If the allegation(s) is excluded under this Coverage Part, there shall be no duty to defend such **CLAIM**.

WE are not obligated to pay any **DAMAGES** or **CLAIM EXPENSE** or defend any suit after the applicable limits of **OUR** liability have been exhausted by payment of **DAMAGES** or **CLAIM EXPENSE**.

WE have the right, but no duty, to appeal any judgment.

YOU, except at **YOUR** own cost and for **YOUR** own account, will not:

1. make any payment;
 2. admit any liability;
 3. settle any **CLAIM**;
 4. assume any obligation; or
 5. incur any expense
- without **OUR** written consent.

SUPPLEMENTAL PAYMENTS

WE will pay, in addition to **OUR** Limits of Liability:

1. All costs taxed against **YOU** in any suit **WE** defend.
2. Interest only on that part of any judgment which does not exceed **OUR** Limit of Liability, which accrues after the entry of the judgment and before **WE** have paid, offered to pay, or deposited in court that part of the judgment that does not exceed **OUR** Limit of Liability.
3. Premium on appeal bonds required in any suit **WE** defend and the cost of attachment or similar bonds.
4. Up to \$5,000 during the **POLICY PERIOD** in:
 - a. expenditures for legal services charged by a lawyer **WE** designate; and
 - b. other expenses **WE** incur in the investigation and defense of **DISCIPLINARY PROCEEDINGS**

brought against **YOU**. Notice of **DISCIPLINARY PROCEEDINGS** must be reported to **US** in writing during the **POLICY PERIOD** and must arise out of **WRONGFUL ACTS** that are otherwise covered by this Coverage Part. The **DEDUCTIBLE** will not apply to the expenditures **WE** incur under this provision.

5. Up to \$200 to each of **YOU** for each day or part of the day for **YOUR** attendance at a trial, hearing, arbitration proceeding, mediation or any other Alternative Dispute Resolutions at which **WE** request **YOUR** attendance. The maximum amount payable by **US** during the **POLICY PERIOD** shall not exceed \$5,000 in the aggregate. The **DEDUCTIBLE** provision of this Coverage Part will not apply to the expenditures **WE** incur under this provision.

TERRITORY

This Coverage Part applies to **WRONGFUL ACTS** which happen anywhere in the world, provided the **CLAIM** is made and the suit is brought within the United States, its possessions and its territories or Canada.

DEFINITIONS

Whenever used in this Coverage Part, the following words have these meanings:

1. **AUTO**—means a land motor vehicle, trailer or semi-trailer, including any attached machinery or equipment.
2. **BODILY INJURY**—means physical injury, sickness, shock, mental anguish, mental illness, emotional distress, death or disease sustained by any person.
3. **CLAIM(S)**—means an oral or written notice from any party that it is their intention to hold **YOU** responsible for any **WRONGFUL ACT**. **CLAIM(S)** also means **YOUR** knowledge of circumstances which could reasonably be expected to give rise to such notice. Notice includes, but is not limited to, service of suit, institution of arbitration proceedings, mediation or any other Alternate Dispute Resolutions.
4. **CLAIM EXPENSE**—means expenditures including, but not limited to:
 - a. all expense of lawyers we are required by law to pay to defend **YOU**;
 - b. costs of investigations;
 - c. experts;

- d. court costs; and
- e. other similar expenses **WE** incur in the investigation, adjustment, defense or appeal of a **CLAIM** or suit.

CLAIM EXPENSE does not include:

- (1) Salary, charges or expenses of **OUR** regular employees.
- (2) Payments made under the Supplemental Payments provision of this Coverage Part.

5. **DAMAGES**—means a monetary judgment, award or settlement.

DAMAGES do not include:

- a. Civil or criminal fines, sanctions, restitution or penalties, whether pursuant to any civil or criminal law or statute;
 - b. Amounts paid to **YOU** as fees, costs or expenses for services performed which are to be reimbursed or discharged as part of the judgment or settlement;
 - c. Equitable relief, injunctive relief, declaratory relief or any other relief or recovery that is not seeking monetary judgment, award or settlement;
 - d. Any fees, costs or expenses, including but not limited to claimant/plaintiff attorney fees, related to equitable relief, injunctive relief, declaratory relief or any other relief or recovery that is not seeking a monetary judgment, award or settlement;
 - e. Judgments or awards arising from acts deemed uninsurable by law; or
 - f. Fines, penalties or disputes over fees, deposits, commissions, or charges for goods or services or the cost of correcting, performing or repeating **PROFESSIONAL SERVICES** by **YOU** when **YOU** had the capability to correct, perform or repeat the services that generated the cost.
6. **DEDUCTIBLE**—means the amount **YOU** must pay for **DAMAGES** and **CLAIM EXPENSE**.
 7. **DISCIPLINARY PROCEEDING(S)**—means any proceeding brought against **YOU** by a state or other regulatory or disciplinary official or agency to investigate charges alleging professional misconduct in performing **PROFESSIONAL SERVICES**.

8. **INFECTION**—means either:
 - a. the invasion of the body by germs or viruses that reproduce and multiply, causing disease or local injury, release or poison, germ antibody reaction or virus antibody reaction in the cells; or
 - b. a disease caused by the invasion of the body by germs or viruses.
9. **LOADING AND UNLOADING**—means the handling of property:
 - a. after it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or **AUTO**;
 - b. while it is in or on an aircraft, watercraft or **AUTO**; or
 - c. while it is being moved from an aircraft, watercraft or **AUTO** to the place where it is finally delivered.
10. **NAMED INSURED**—means the person, entity or organization named in Item 1. of the Declarations.
11. **PERSONAL INJURY**—means injury arising out of one or more of the following offenses:
 - a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;
 - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies by or on behalf of its owner, landlord or lessor;
 - d. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services; or
 - e. Oral or written publication of material that violates a person's right of privacy.
12. **POLICY PERIOD**—means the period of time stated in Item 2. of the Declarations or any shorter period resulting from policy cancellation.
13. **PROFESSIONAL SERVICES**—means services performed or advice given by **YOU** for a fee, remuneration or other consideration in **YOUR** capacity as stated on the Supplemental Declarations as **NAMED INSURED'S** Profession. **PROFESSIONAL SERVICES** do not include:
 - a. refusal to employ;
 - b. termination of employment; or
 - c. responsibilities for the day to day management of **YOUR** business.
14. **PROPERTY DAMAGE**—means:
 - a. physical injury to or destruction of tangible property, including the loss of use thereof at any time resulting therefrom; or
 - b. loss of use of tangible property which has not been physically injured or destroyed.
15. **RETROACTIVE DATE**—means the date specified in the Declarations. This Coverage Part shall not apply to any **CLAIM** arising from a **WRONGFUL ACT** which occurred prior to this date.
16. **SUBROGATION EXPENSES**—means expenditures including, but not limited to:
 - a. all expense of lawyers we are required by law to pay to defend **YOU**;
 - b. costs of investigations;
 - c. experts;
 - d. court costs; andother similar expenses **WE** incur in the subrogation process.
17. **TRANSMISSION**—means the transfer or carrying of a condition or disease such as an infectious or in-born disease or an inborn trait from one person or place to another.
18. **WE, US** and **OUR**—means the Company providing this insurance.
19. **WRONGFUL ACT(S)**—means any actual or alleged negligent act, error, or omission **YOU** or any person or entity for whom **YOU** are legally responsible commit, but only in the performance of **YOUR PROFESSIONAL SERVICES** for others as stated on the Supplemental Declarations as **NAMED INSURED'S** Profession.
20. **YOU** and **YOUR**—means Insured and includes:
 - a. The **NAMED INSURED**.
 - b. Any partnership, professional corporation, professional association, limited liability corporation or limited liability partnership including any person:
 - (1) Who becomes a partner, stockholder or employee of the **NAMED INSURED** during the

POLICY PERIOD, but only for **CLAIMS** resulting from **WRONGFUL ACTS** committed within the scope of their employment by the **NAMED INSURED**.

(2) Who was formerly a partner, stockholder or employee of the **NAMED INSURED** but only for **CLAIMS** that result from **WRONGFUL ACTS** committed within the scope of their employment by the **NAMED INSURED**.

- c. Any employee or former employee but only for work done within the scope of their employment for the **NAMED INSURED**.
- d. The estate, heirs, executors, administrators, assigns and legal representatives of anyone listed in a., b., or c. above in the event of their death, incapacity, insolvency or bankruptcy, but only to the extent that they would otherwise be provided coverage under this Coverage Part.

19. **YOUR PRODUCT**—means:

- a. Any goods or products, manufactured, sold, handled, distributed or disposed of by:
 - (1) **YOU**;
 - (2) others trading under **YOUR** name; or
 - (3) a person or organization whose business or assets **YOU** have acquired; and
- b. Containers, material, parts or equipment furnished in connection with such goods or products.

YOUR PRODUCT includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in a. or b. above.

EXCLUSIONS

This Coverage Part does not apply:

- 1. to any **CLAIM** based upon or arising out of any dishonest, fraudulent, criminal, malicious or intentional **WRONGFUL ACTS** committed by **YOU**;
- 2. to any **CLAIM** based upon or arising out of **YOUR** capacity as an officer, director, partner, shareholder, public official or employee of a charitable organization; a pension, welfare or profit sharing plan; or a mutual or investment fund or trust or any entity other than the **NAMED INSURED**;

- 3. to any **CLAIM** arising out of **PROFESSIONAL SERVICES** or advice rendered by **YOU** in connection with any business enterprise not shown on the Declarations;
- 4. to any **CLAIM** arising out of any circumstances due to nuclear reaction, radiation or contamination, regardless of cause;
- 5. to any **CLAIM** based on or arising out of discrimination, harassment or misconduct by **YOU**, including but not limited to **CLAIMS** based on an individual's race, creed, color, age, sex, national origin, religion, disability, physical or mental handicap, disease, marital status or sexual preference;
- 6. to any **CLAIM** made by **YOU** against any other Insured;
- 7. to any **CLAIM**:
 - a. for **WRONGFUL ACTS** which would not have occurred in whole or in part, but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants; or
 - b. for any loss, cost or expense arising out of any:
 - (1) request, demand or order that **YOU** 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
 - (2) **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.

Pollutants means any solid, liquid, gaseous, or thermal irritant or contaminant including smoke, vapor, soot, fumes, acid, alkalis, chemicals and waste. Waste includes material to be recycled, reconditioned or reclaimed;

- 8. to any **CLAIM** based on or arising out of **YOUR** capacity as a fiduciary under the Employee Retirement Income Security Act of 1974, its amendments and any regulation or order issued pursuant thereto, or to any other employee benefit plan;
- 9. to any **CLAIM** based upon or arising out of **PERSONAL INJURY**;

10. to any **CLAIM** based upon or arising out of the liability of others assumed by **YOU** under any contract or agreement, unless such liability would have been covered in the absence of such contract or agreement;
11. to any **CLAIM** based upon or arising out of any insolvency or bankruptcy of **YOU** or any other person or organization in which **YOU** have a financial interest;
12. to any **CLAIM** based upon or arising out of a circumstance for which **YOU** or **YOUR** insurer may be held liable under any workers' compensation, unemployment compensation or disability benefits law or under any similar law;
13. to any **CLAIM** based upon or directly or vicariously arising out of the infringement of a patent, copyright, trademark, trade dress, trade name, service mark, service name, title or slogan;
14. to any **CLAIM** based upon or directly or vicariously arising out of any violation of the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended or any Blue Sky or securities law, any similar state or federal statute and any regulation or order issued pursuant to any of the foregoing statutes or regulations;
15. to any **CLAIM** based upon or directly or vicariously arising out of, or as a consequence of, war, invasion, acts of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power, confiscation, nationalization, requisition or destruction of or damage to property by or under the order of any government, public or local authority;
16. to any **CLAIM** based upon or arising out of unfair competition, restraint of trade or any other violation of antitrust laws;
17. to any **CLAIM** based upon or directly or vicariously arising out of any gain, profit or advantage to which **YOU** are not legally entitled;
18. to any **CLAIM** based upon or arising out of the breach of express or implied warranty, guarantee or contract including the delay in performance of any contract;
19. to any **CLAIM** arising out of **YOUR PRODUCT**;
20. to **BODILY INJURY** to:
 - a. an employee of **YOURS** arising out of and in the course of employment by **YOU**; or
 - b. the spouse, child, parent, brother or sister of that employee as a consequence of a. above.

This exclusion applies:

- (1) whether **YOU** are liable as an employer or in any other capacity; and
 - (2) to any obligation to share **DAMAGES** with or repay someone else who must pay **DAMAGES** because of the injury;
21. to **BODILY INJURY** or **PROPERTY DAMAGE** arising out of the ownership, maintenance, use or entrustment to others of any aircraft, **AUTO** or watercraft owned or operated by or rented or loaned to any of **YOU**. Use includes operation and **LOADING OR UNLOADING**;
 22. to **PROPERTY DAMAGE** to:
 - a. property **YOU** own, rent or occupy;
 - b. premises **YOU** sell, give away or abandon, if the **PROPERTY DAMAGE** arises out of any part of those premises;
 - c. property loaned to **YOU**; or
 - d. personal property in **YOUR** care, custody or control;
 23. to any **CLAIM** based upon or arising out of the rendering or failure to render any services as a physician, surgeon or dentist;
 24. to any **CLAIM** based upon or arising out of any cost or expense from the disposal or failure to dispose of health care pathological, infectious or radioactive waste;
 25. to any **CLAIM** based upon or arising out of the performances of a criminal act or caused by a person while under the influence of intoxicants or narcotics;
 26. to any **CLAIM** based upon or directly or indirectly arising out of:
 - a. any infection caused by the transmission, testing or failure to test for the presence of any one or more of the following viruses including any related counseling:
 - (1) Human Immunodeficiency Virus and any variations;
 - (2) Human T Lymphotropic Virus and any variations; or
 - (3) Lymphadenopathy Association Virus; or
 - b. the transmission of Acquired Immune Deficiency Syndrome (AIDS) or any AIDS like condition

caused as a result of **YOUR PROFESSIONAL SERVICES**.

27. to any **CLAIM** based upon or arising out of the manufacture, distribution, handling, sale, use or existence of latex in any form.
28. to any **CLAIMS** covered under the Commercial General Liability Coverage Part.

INNOCENT INSURED PROTECTION

Whenever coverage under any provision of this Coverage Part would otherwise be excluded, suspended, or lost because of:

1. **EXCLUSIONS** 1. relating to any **CLAIM** based upon or arising out of any dishonest, fraudulent, criminal, malicious or intentional **WRONGFUL ACTS** committed by **YOU**; or
2. concealment of a **CLAIM** by any of **YOU**,

WE agree that the coverage as would be afforded by this Coverage Part will apply to each of **YOU** who did not personally commit or participate in the **WRONGFUL ACTS** or agree to the concealment.

For coverage to apply, **YOU** must notify **US** of the **WRONGFUL ACTS** or concealment as soon as **YOU** become aware of them.

LIMITS OF LIABILITY

Regardless of the number of:

- a. **YOU** who are insured under the Coverage Part;
- b. all persons or organizations who sustain **DAMAGES** payable under this Coverage Part; and/or
- c. suits brought on account of coverage afforded by the Coverage Part,

OUR liability is limited as follows:

1. The Limit of Liability stated on the Supplemental Declarations as "Each **CLAIM** Limit" is the limit of **OUR** liability for all **DAMAGES** and **CLAIM EXPENSE** arising out of each **CLAIM** first made and reported in writing during the **POLICY PERIOD** or Extended Reporting Period.
2. The Limit of Liability stated on the Supplemental Declarations as "Annual Aggregate Limit" is subject to the above provision respecting Each **CLAIM** and is the maximum limit of **OUR** liability for each **POLICY PERIOD**. In no event will **OUR** total Limit of

Liability be increased by any Extended Reporting Period.

3. **CLAIM EXPENSE** will be subtracted from the Limits of Liability first as it is incurred for each **CLAIM**. The remaining amount will be the amount available to pay **DAMAGES**.
4. Subject to the Limits of Liability, **WE** will only be liable to pay **DAMAGES** and **CLAIM EXPENSE** in excess of the **DEDUCTIBLE** shown in this Coverage Part. **YOUR DEDUCTIBLE** for all **DAMAGES** and **CLAIM EXPENSE** for each **CLAIM** is the **DEDUCTIBLE** Each **CLAIM** amount shown in the Supplemental Declarations. Each of **YOU** under the Coverage Part is individually liable for the payment of the **DEDUCTIBLE**. In the event that **WE** expend funds for **DAMAGES** or **CLAIM EXPENSE** on **YOUR** behalf, **YOU** will reimburse **US** for such expenditures up to the amount of the **DEDUCTIBLE** shown in this Coverage Part. Reimbursement of the **DEDUCTIBLE** will be due within sixty (60) days from the date **WE** bill **YOU**.
5. One or more **CLAIMS** based on or arising out of the same **WRONGFUL ACTS** or a series of related **WRONGFUL ACTS** of one or more of **YOU** will be considered a single **CLAIM**. Unless otherwise endorsed, the **CLAIM** will be subject to the Limit of Liability in effect at the time such **CLAIM** was first reported to **US** in writing. Only one **DEDUCTIBLE** will apply to such **CLAIM**.

NOTIFICATION

1. If during the **POLICY PERIOD** or the Extended Reporting Period:
 - a. **YOU** receive written or oral notice from any party that it is the intention of such party to hold **YOU** responsible for any **WRONGFUL ACT(S)**; or
 - b. **YOU** become aware of circumstances which could reasonably be expected to give rise to such notice,

then:

YOU will tell us in writing as soon as practicable, but no later than the end of the **POLICY PERIOD** or Extended Reporting Period. Any subsequent **CLAIM** made against **YOU** arising out of such **WRONGFUL ACT(S)** shall be deemed to have been made during the **POLICY PERIOD** or Extended Reporting Period. No coverage for such **CLAIM** shall exist under any subsequent policy written by **US**. However, if the renewal policy is written by **US**, **YOU** will have sixty

(60) days after the expiration date of this policy to report any **CLAIM** first made during this **POLICY PERIOD**.

2. In the event of any **CLAIM** occurring, written notice to **US** will be given by the **NAMED INSURED** shown in Item 1. of the Declarations. Notice will be deemed to be received if sent by prepaid mail properly addressed to the address shown on the Supplemental Declarations under **NOTICE OF CLAIM**.
3. When **WE** receive **YOUR** written notice and **WE**, at **OUR** discretion, incur **CLAIM EXPENSE** to undertake measures to avoid any **DAMAGES** as a result of the reported **WRONGFUL ACT**, **WE** will waive the applicable **DEDUCTIBLE**.

However, the **DEDUCTIBLE** will always apply if a suit is filed, if arbitration hearings are begun or if any **DAMAGES** are paid.

INSURED'S DUTIES IN THE EVENT OF CLAIM OR SUIT

1. In the event of a **CLAIM**, the **NAMED INSURED** must give **US** written notice of:
 - a. the specific **WRONGFUL ACT**; and
 - b. the injury or damage which has or may result from the **WRONGFUL ACT**; and
 - c. the names and addresses of the claimants or potential claimants; and
 - d. the circumstances by which **YOU** first became aware of such **WRONGFUL ACT**.
2. If **CLAIM** is made or suit is brought against **YOU**, **YOU** will immediately forward to **US** every demand, notice, summons or other process received by **YOU** or **YOUR** representative.
3. **WE** will have full discretion in the handling of any **CLAIM**, and **YOU** will give full information and assistance as **WE** may reasonably require. **YOU** will cooperate with **US** and, at **OUR** request, consent to being examined and questioned by **OUR** representative, under oath, if necessary. At **OUR** request, **YOU** will attend hearings, depositions and trials and will assist in effecting settlement, securing and giving evidence, and obtaining the attendance of witnesses. **YOU** will cooperate in the conduct of suits as well as in giving written statements to **OUR** representatives and defense counsel.

EXTENDED REPORTING PERIOD

Only the **NAMED INSURED** can exercise the option to purchase one of the Supplemental Extended Reporting Periods described in paragraph 3. of this provision.

1. One or more Extended Reporting Periods described below will be provided if the policy is canceled or nonrenewed or if **WE** renew or replace coverage with insurance that provides coverage on other than a Claims Made basis.
2. A Basic Extended Reporting Period is automatically provided without additional charge. This period begins at the end of the **POLICY PERIOD** and lasts for sixty (60) days. The Basic Extended Reporting Period does not apply to **CLAIMS** covered under any subsequent policy.
3. In addition, the **NAMED INSURED** may purchase one of the Supplemental Extended Reporting Periods described below if **YOU** are in compliance with the terms and conditions of this policy:
 - a. A twelve (12) month Supplemental Extended Reporting Period for one hundred percent (100%) of the full annual premium of this Coverage Part;
 - b. A twenty-four (24) month Supplemental Extended Reporting Period for one hundred fifty percent (150%) of the full annual premium of this Coverage Part; or
 - c. A thirty-six (36) month Supplemental Extended Reporting Period for one hundred eighty-five percent (185%) of the full annual premium of this Coverage Part.
4. Coverage for a Supplemental Extended Reporting Period must be added by endorsement for which an additional premium charge must be paid. Such period starts sixty (60) days after the end of the **POLICY PERIOD**.
5. The right to purchase a Supplemental Extended Reporting Period will terminate unless:
 - a. **WE** receive a written request for a Supplemental Extended Reporting Period; and
 - b. the additional premium is paidwithin sixty (60) days of the end of the **POLICY PERIOD**.

The **NAMED INSURED'S** request must specify the length of the Supplemental Extended Reporting Period desired. Once in effect, Extended Reporting Periods may not be canceled.

6. An Extended Reporting Period does not extend the **POLICY PERIOD** or change the scope of coverage provided. Subject otherwise to the policy's terms, Limits of Liability, exclusions and conditions, the Coverage Part is extended to apply to **CLAIMS** first made against **YOU** and reported to **US** in writing during the Basic Extended Reporting Period or, if purchased, the Supplemental Extended Reporting Period, but only for **CLAIMS** due to **WRONGFUL ACTS** which happened on or after the **RETROACTIVE DATE** and on or before the expiration of the **POLICY PERIOD**.
7. Extended Reporting Periods do not reinstate or increase the Coverage Part's Limits of Liability. **CLAIMS** which are first made and reported during the Basic Extended Reporting Period or the Supplemental Extended Reporting Period, if it is in effect, will be deemed to have been made on the last day of the **POLICY PERIOD**.

CONDITIONS

1. **CANCELLATION.** This policy may be canceled by the **NAMED INSURED** by surrendering the policy to **US** or any of **OUR** authorized agents or by mailing written notice to **US** stating when the cancellation is to be effective. **WE** may cancel this policy by mailing to the **NAMED INSURED** at the address shown on the Declarations a written notice stating when the cancellation is to be effective. **WE** will give the **NAMED INSURED** ten (10) days notice for nonpayment of premium or sixty (60) days notice for any other valid reason.

The mailing of notice will be sufficient proof of notice. The time of surrender or the effective date and hour of cancellation stated in the notice will become the end of the **POLICY PERIOD**. Delivery of written notice either by the **NAMED INSURED** or by **US** will be equivalent to mailing.

If this policy is canceled, **WE** will send the **NAMED INSURED** any premium refund due. If **WE** cancel, the refund will be pro rata. If the **NAMED INSURED** cancels, the refund will be the customary short rate proportion. **WE** will make the premium refund as soon as practicable after the date of cancellation. However, the premium refund is not a condition of cancellation.

Notice of cancellation will only be sent to the **NAMED INSURED** and will serve as notice to all of **YOU**.

2. **NONRENEWAL.** If **WE** do not renew this policy, **WE** will mail written notice to the **NAMED INSURED** at least sixty (60) days before the end of the **POLICY PERIOD**.
3. **ASSIGNMENT.** Assignment of interest under this policy will not bind **US** unless **WE** endorse the policy in writing assigning **YOUR** interest to another party.
4. **CHANGES.** The terms of this policy will not be waived or changed except by endorsement issued by **US** and made a part of this policy.
5. **MERGERS AND ACQUISITIONS.** All mergers and acquisitions with other firms occurring throughout the **POLICY PERIOD** must be reported to **US** in writing within sixty (60) days of the merger or acquisition, or the next anniversary of this policy, whichever is sooner. **WE** shall have the right to adjust the premium, terms, conditions and exclusions to reflect any shift in exposure created by such merger or acquisition.
6. **CONFLICTING STATUTES.** Any part of this policy which is in conflict with the statutes of the state in which this policy is issued is amended to conform to such statutes.
7. **SUBROGATION CLAUSE.** **YOU** will transfer to **US** **YOUR** rights of recovery against any other party for any **DAMAGES** **WE** have paid on **YOUR** behalf. **YOU** must do everything necessary to secure these rights and do nothing that would jeopardize them.

WE will not exercise **OUR** right to recover against any of **YOU** unless the **DAMAGES** result from any dishonest, fraudulent, criminal, malicious or intentional **WRONGFUL ACTS** committed by **YOU**.

Any amount recovered from subrogation shall be apportioned as follows:

Any amount recovered shall first, be used for repayment of **SUBROGATION EXPENSES**; second, to any **DAMAGES** and/or **CLAIM EXPENSE** paid by **US**; third, to any **DAMAGES** and **CLAIM EXPENSE** paid by an excess insurer on **YOUR** behalf; fourth, to any **DAMAGES** and **CLAIM EXPENSE** paid by any other primary insurer on **YOUR** behalf; and last, to repayment of **YOUR DEDUCTIBLE**.

8. **SEVERABILITY CLAUSE.** The application and any supplements or addendums, copies of which are attached to this policy, and the Declarations, are part

of this policy. They are to be considered as incorporated in and constituting part of this policy. The particulars and statements contained in the application and any supplements or addendums and the conditions and exclusions set forth in this policy will be construed as a separate agreement with each of **YOU**. By acceptance of this policy, **YOU** agree that the statements in the application are **YOUR** representations, that they shall be deemed material and that this policy is issued upon the truth of such representations. Nothing in this provision will be construed to increase **OUR** Limits of Liability as set forth in the Declarations.

9. **OTHER INSURANCE.** If **YOU** have other insurance which applies to **CLAIMS** reported under this policy, **WE** will be excess of the amount of the applicable **DEDUCTIBLE** and any other valid and collectible insurance whether such other insurance is primary, pro rata, contributory, excess, contingent or any other basis, unless such other insurance is written only as specific excess insurance over the Limit of Liability provided in this policy.

If a loss occurs involving two or more policies, each of which provides that its insurance will be excess, then each policy will contribute on a pro rata basis. This means that **WE** will pay no more than **OUR** percentage of the total amount of the insurance covering the **CLAIM**, less the **DEDUCTIBLE**. For example:

The limit of coverage under this policy is \$100,000. Another insurance policy with a limit of \$300,000 also covers a **CLAIM** covered by this policy. **WE** will not pay more than 25% (\$100,000/\$400,000) of the **DAMAGES** and **CLAIM EXPENSE**, less the **DEDUCTIBLE**.

10. **ACTION AGAINST US.** No action will lie against **US** unless **YOU** have fully complied with all the terms and Conditions of this policy prior to bringing the action.
11. **INSPECTION AND AUDIT.** **YOU** agree to allow **US** to examine and audit **YOUR** premises, management procedures and records as they relate to this insurance during normal business hours while this policy is in force. **WE** are not, however, required to make inspections nor will **WE** guarantee that **YOUR** procedures are adequate or that they conform to any laws, rules or regulations.
12. **BANKRUPTCY.** In the event of **YOUR** bankruptcy or insolvency, **WE** will not be relieved of **OUR** obligations under the terms and conditions of this policy.
13. **SOLE AGENT.** By acceptance of this policy, the **NAMED INSURED** agrees to act on **YOUR** behalf with respect to:
- a. exercising the option to purchase an Extended Reporting Period;
 - b. the giving and receiving of notice of **CLAIMS** or cancellation;
 - c. the payment of premiums that may become due under this policy; and
 - d. the payment of **DEDUCTIBLES** that may become due under this policy.
- Each of **YOU** agree that the **NAMED INSURED** will act on **YOUR** behalf.
14. **PREMIUM.** All premiums for this policy shall be computed in accordance with **OUR** rules, rates, rating plans, premiums and minimum premiums applicable to the insurance afforded herein.

FINANCIAL INTEREST CLAUSE

In consideration of the premium charged and subject to the terms, conditions, limitations and exceptions of this Policy, the Insurer shall provide coverage to the First Named Insured for its financial interest in any specific entity which would otherwise be covered under this Policy but which is located in a jurisdiction where:

- (i) applicable law or regulation do not, to the best of the Insurer's good faith knowledge, allow it to provide coverage; or
- (ii) the First Named Insured has elected that the Policy will not cover such specific entity directly but will cover the First Named Insured's own financial interest in such entity.

The Insurer and First Named Insured agree that:

- (iii) the First Named Insured has a financial interest in the specific Entity because it benefits financially from the continued operation of the specific Entity and/or would be prejudiced by loss to, or damage to, or liability incurred by the specific Entity in the operation of its business; and
- (iv) the Insurer shall indemnify the First Named Insured in respect of any loss to its financial interest, in the amount which would have been payable to the specific Entity if a policy with the same terms and conditions as this Policy had been issued to such specific entity, save that no indemnity shall be provided in respect of any insuring clause which would have covered any individual person. The Policy will not provide any coverage to the specific entity.

Where the First Named Insured is indemnified under this Policy for a loss to its financial interest, the Insurer shall be subrogated to all rights and remedies of the First Named Insured. If requested by the Insurer, the First Named Insured shall:

- (v) report fully and fairly on any causes of action which the specific Entity may have against any third party arising out of the facts and circumstances which gave rise to the loss; and
- (vi) arrange to be assigned the benefit of any cause of action the specific entity may have against any such third party (including any insurer issuing a policy to the Uncovered Entity) and that the specific Entity shall cooperate with the Insurer in pursuing such cause of action.

Any sanctions exclusion in the Policy will take precedence over this financial interest clause. All other terms, conditions and limitations of the Policy shall remain unchanged.

CERTIFICATE PROVISIONS

1. **Signature Required.** This Certificate shall not be valid unless signed by the Correspondent on the attached Declaration Page.
2. **Correspondent Not Insurer.** The Correspondent is not an Insurer hereunder and neither is nor shall be liable for any loss or claim whatsoever. The Insurers hereunder are those Underwriters at Lloyd's, London whose syndicate numbers can be ascertained as hereinbefore set forth. As used in this Certificate "Underwriters" shall be deemed to include incorporated as well as unincorporated persons or entities that are Underwriters at Lloyd's, London.
3. **Cancellation.** If this Certificate provides for cancellation and this Certificate is cancelled after the inception date, earned premium must be paid for the time the insurance has been in force.
4. **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 Assured, 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 item 6 of the attached Declaration Page, and that in any suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon request of the Assured to give a written undertaking to the Assured 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 Assured or any beneficiary hereunder arising out of this contract of insurance, 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.
5. **Assignment.** This Certificate shall not be assigned either in whole or in part without the written consent of the Correspondent endorsed hereon.
6. **Attached Conditions Incorporated.** This Certificate 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.
7. **Short Rate Cancellation.** If the attached provisions provide for cancellation, the table below will be used to calculate the short rate proportion of the premium when applicable under the terms of cancellation.

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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

30 DAY CLAIM REPORTING PERIOD ENDORSEMENT

It is agreed, in the event of non-renewal of this insurance, the **Insured** shall have thirty (30) days from the expiration date of the **Policy Period** to notify the Company of **Claims first** made against the **Insured** during the **Policy Period** which arise out of negligent acts, errors, or omissions committed prior to the termination date of the **Policy Period** and otherwise covered by this insurance.



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.

LSW 1001 (Insurance) 08/94

LLOYD'S PRIVACY POLICY STATEMENT

UNDERWRITERS AT LLOYD'S, LONDON

The Certain Underwriters at Lloyd's, London want you to know how we protect the confidentiality of your non-public personal information. We want you to know how and why we use and disclose the information that we have about you. The following describes our policies and practices for securing the privacy of our current and former customers.

INFORMATION WE COLLECT

The non-public personal information that we collect about you includes, but is not limited to:

- Information contained in applications or other forms that you submit to us, such as name, address, and social security number
- Information about your transactions with our affiliates or other third-parties, such as balances and payment history
- Information we receive from a consumer-reporting agency, such as credit-worthiness or credit history

INFORMATION WE DISCLOSE

We disclose the information that we have when it is necessary to provide our products and services. We may also disclose information when the law requires or permits us to do so.

CONFIDENTIALITY AND SECURITY

Only our employees and others who need the information to service your account have access to your personal information. We have measures in place to secure our paper files and computer systems.

RIGHT TO ACCESS OR CORRECT YOUR PERSONAL INFORMATION

You have a right to request access to or correction of your personal information that is in our possession.

CONTACTING US

If you have any questions about this privacy notice or would like to learn more about how we protect your privacy, please contact the agent or broker who handled this insurance. We can provide a more detailed statement of our privacy practices upon request.

CANCELLATION CLAUSE

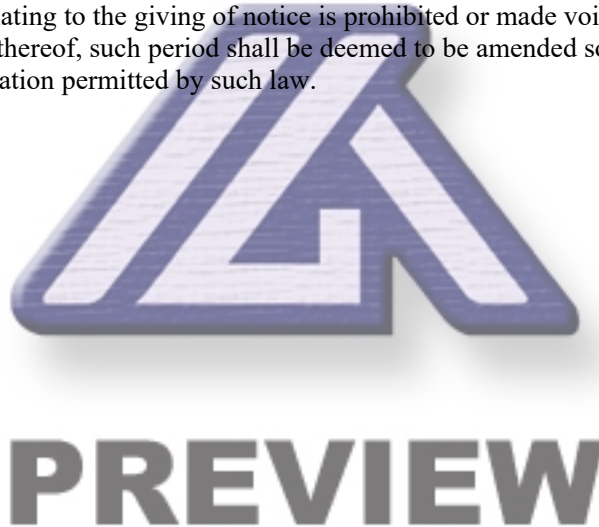
NOTWITHSTANDING anything contained in this Insurance to the contrary this Insurance may be cancelled by the Assured at any time by written notice or by surrendering of this Contract of Insurance. This Insurance may also be cancelled by or on behalf of the Underwriters by delivering to the Assured or by mailing to the Assured, by registered, certified or other first class mail, at the Assured's address as shown in this Insurance, written notice stating when, not less than **30** days thereafter, the cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice and this Insurance shall terminate at the date and hour specified in such notice.

If this Insurance shall be cancelled by the Assured the Underwriters shall retain the customary short rate proportion of the premium hereon, except that if this Insurance is on an adjustable basis the Underwriters shall receive the Earned Premium hereon or the customary short rate proportion of any Minimum Premium stipulated herein whichever is the greater.

If this Insurance shall be cancelled by or on behalf of the Underwriters the Underwriters shall retain the pro rata proportion of the premium hereon, except that if this Insurance is on an adjustable basis the Underwriters shall receive the Earned Premium hereon or the pro rata proportion of any Minimum Premium stipulated herein whichever is the greater.

Payment or tender of any Unearned Premium by the Underwriters shall not be a condition precedent to the effectiveness of Cancellation but such payment shall be made as soon as practicable.

If the period of limitation relating to the giving of notice is prohibited or made void by any law controlling the construction thereof, such period shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.



INSTITUTE SERVICE OF SUIT CLAUSE (U.S.A.)

It is agreed that in the event of the failure of the Underwriters severally subscribing this insurance (the Underwriters) to pay any amount claimed to be due hereunder, the Underwriters, at the request of the Assured, will submit to the jurisdiction of a court of competent jurisdiction within the United States of America.

Notwithstanding any provision elsewhere in this insurance relating to jurisdiction, it is agreed that the Underwriters have the right to commence an action in any court of competent jurisdiction in the United States of America, and nothing in this clause constitutes or should be understood to constitute a waiver of the Underwriters' rights to remove an action to a United States Federal District Court or to seek remand therefrom or to seek a transfer of any suit to any other court of competent jurisdiction as permitted by the laws of the United States of America or any state therein.

Subject to the Underwriters' rights set forth above:

- (a) It is further agreed that the Assured may serve process upon any senior partner in the firm of:

In Respects of California Risks:

Foley & Lardner LLP

555 California Street, Suite 1700

San Francisco, CA 94104-1520 USA

In Respects of Risks in All Other States:

Lloyd's America, Inc.

Attn: Legal Department

**280 Park Avenue East Tower, 25th Floor
New York, NY 10017 USA**

and that in any suit instituted against any one of them upon this contract the Underwriters will abide by the final decision of the Court or of any Appellate Court in the event of an appeal.

- (b) The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the Assured to give a written undertaking to the Assured that they will enter a general appearance upon the Underwriters' behalf in the event such a suit shall be instituted.
- (c) The right of the Assured to bring suit as provided herein shall be limited to a suit brought in its own name and for its own account. For the purpose of suit as herein provided the word Assured includes any mortgagee under a ship mortgage which is specifically named as a loss payee in this insurance and any person succeeding to the rights of any such mortgagee.
- (d) Further, pursuant to any statute of any state, territory or district of the United States of America 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 (the Officer), 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 Assured or any beneficiary hereunder arising out of this contract of insurance, and hereby designate the above-named as the person to whom the Officer is authorized to mail such process or a true copy thereof.

If this clause is attached to a contract of reinsurance the terms insurance and Assured shall mean reinsurance and Reassured respectively.

CL355B

12 November 2019


RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE-LIABILITY-DIRECT (U.S.A.)

For attachment (in addition to the appropriate Nuclear Incident Exclusion Clause-Liability-Direct) to liability insurances affording worldwide coverage.

In relation to liability arising outside the U.S.A., its Territories or Possessions, Puerto Rico or the Canal Zone, this Policy does not cover any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

13/2/64
NMA1477

Schedule of Locations

Prem. No.	Bldg. No.	Designated Premises (Address, City, State, Zip Code)	Occupancy
		 PREVIEW	

BIOLOGICAL OR CHEMICAL MATERIALS EXCLUSION

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

06/02/03

NMA2962

NUCLEAR INCIDENT EXCLUSION CLAUSE-LIABILITY-DIRECT (BROAD) (U.S.A.)

For attachment to insurances of the following classifications in the U.S.A., its Territories and Possessions, Puerto Rico and the Canal Zone:

Owners, Landlords and Tenants Liability, Contractual Liability, Elevator Liability, Owners or Contractors (including railroad) Protective Liability, Manufacturers and Contractors Liability, Product Liability, Professional and Malpractice Liability, Storekeepers Liability, Garage Liability, Automobile Liability (including Massachusetts Motor Vehicle or Garage Liability),

not being insurances of the classifications to which the Nuclear Incident Exclusion Clause-Liability-Direct (Limited) applies.

This Policy* does not apply:

- I. Under any Liability Coverage, to injury, sickness, disease, death or destruction:
 - (a) with respect to which an insured under the Policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - (b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) 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.
- II. Under any Medical Payments Coverage, or under any Supplementary Payments Provision relating to immediate medical or surgical relief, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
- III. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if:
 - (a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom;
 - (b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
 - (c) the injury, sickness, disease, death or destruction 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, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.
- IV. As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties; "nuclear material" means source material, special nuclear material or by-product material; "source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act 1954 or in any law amendatory thereof; "spent fuel" means any fuel element or fuel component,

solid or liquid, which has been used or exposed to radiation in a nuclear reactor; "waste" means any waste material (1) containing by-product material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof; "nuclear facility" means:

- (a) any nuclear reactor,
- (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
- (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
- (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal 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; "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. With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

It is understood and agreed that, except as specifically provided in the foregoing to the contrary, this clause is subject to the terms, exclusions, conditions and limitations of the Policy to which it is attached.

* NOTE: As respects policies which afford liability coverages and other forms of coverage in addition, the words underlined should be amended to designate the liability coverage to which this clause is to apply.

WAR AND TERRORISM EXCLUSION ENDORSEMENT

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss;

- (1) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
- (2) any act of terrorism.
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 organisation(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 (1) and/or (2) above.

If the Underwriters allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Assured.

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

Sanction Limitation and Exclusion Clause

No (re)insurer shall be deemed to provide cover and no (re)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 (re)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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATION OF SURPLUS LINES AGENT

It is agreed that the Surplus Lines Agent with respect to this policy is as follows:

Surplus Lines Agency

RT Specialty - Hartford, CT



COVID-19 Exclusion

It is agreed that this insurance does not apply to any circumstance, **Occurrence**, suit, demand, or **Claim** involving, caused by, based upon, resulting from, arising out of, or in any way involving, either directly or indirectly, any **Infectious Diseases, including** but not limited to COVID-19 and including but not limited to any **Claim** involving the transmission and/or rendering of **Professional Services** to COVID-19 patients whether known or unknown to any **Insured**.

With respect to the above, we shall have no obligation to:

1. pay any **Damages**, loss, **Claim Expense**, clean-up costs, medical expenses or any sums for **Bodily Injury**, medical monitoring, **Personal Injury, Advertising Injury, Property Damage** or business interruption; or
2. defend any suit, demand or **Claim**.

Infectious Diseases are any disorders caused by the entrance into the body of pathogenic agents or microorganisms, such as bacteria, viruses, fungi or parasites, which grow and multiply. **Infectious Diseases** include Coronavirus disease 2019 (COVID-19) or any other disease caused by severe acute respiratory syndrome coronavirus 2 (SARS-CoV 2) (previously known as 2019-nCoV), or any disease caused by any mutation or variation of SARS-CoV 2.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
AMENDATORY ENDORSEMENT

TCPA EXCLUSION

In consideration of the premium charged, it is hereby understood and agreed that the insurance provided by this Policy does not apply to any **Claim** based upon or arising directly, or indirectly, out of any actual or alleged violation of the following:

1. The Telephone Consumer Protection Act (TCPA), including any amendment or addition to such law;
2. The Controlling the Assault of Non-Solicited Pornography and Marketing Act of 2003 (CAN-SPAM Act), including any amendment or addition to such law;
3. The Fair Credit Reporting Act (FCRA), including any amendment or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA);
4. Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating, or distribution of material or information; or
5. Any other law, ordinance, regulation or statute relating to any communication, distribution, publication, sending or transmission via telephone, telephone facsimile machine, computer or other telephonic or electronic devices.

In addition, this insurance does not apply to **Claims** asserted under the common law which are alleged to arise out of the distribution, publication, sending or transmission of material or information via telephone, telephone facsimile machine, computer or other telephonic or electronic devices.

All other policy Terms and Conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UNDERWRITERS ENDORSEMENT

This endorsement modifies insurance provided under the following:

Allied Healthcare Sidecar

In consideration of the premium charged, it is hereby agreed and understood that any reference to Underwriters within the policy form shall mean:

Certain Underwriters at Lloyd's and HDI Global Specialty SE

All other policy terms and conditions remain unchanged.



A photograph of two firefighters in full protective gear, including yellow helmets and black jackets with reflective stripes. They are positioned in front of a large fire, with a powerful stream of white water being sprayed from a hose onto the flames. The scene is dramatic, with bright orange and yellow fire contrasting with the white water and the dark gear of the firefighters.

CHUBB®

Accident Insurance Proposal

Designed for: City of Hollywood
2600 Hollywood Blvd, Hollywood, FL 33020

Underwritten by: ACE American Insurance Company

Schedule of Benefits

Chubb Accident & Health is pleased to offer a proposal for accident insurance underwritten by ACE American Insurance Company. This proposal is valid until the earlier of the proposed effective date or 90 days after the date it is issued. If by that date you have not accepted the terms we have offered in this proposal, it will no longer be valid. If you accept the terms of this proposal, coverage is subject to Chubb's determination that trade or economic sanctions or regulations do not prohibit us from binding coverage.

Date Issued	June 17, 2020
Proposal Number	ADD N0483369
Proposed Effective Date	October 1, 2020

Eligibility

Class 1	All Law Enforcement, Correctional and Correctional Probation Officers as defined in Florida Statute 112.19(b) of the Policyholder who are in Active Service.
Class 2	All Firefighters as defined in Florida Statute 112.191(b) of the Policyholder who are in Active Service.

Exposure

314 Full-time Police Officers
227 Full-time Firefighters

Premium Options

2 Year Policy Premium: \$30,560	Payable in Annual Installments of: \$15,280
2 Year Prepaid Premium: \$28,952	

Commission - 0%

Plan Benefits & Covered Activities

Accidental Death Benefits

Class 1 Principal Sum:	\$75,000
	Line of Duty Coverage
	\$150,000
	Fresh Pursuit Coverage
	\$225,000
	Unlawful and Intentional Death Coverage
Class 2 Principal Sum:	\$75,000
	Line of Duty Coverage
	\$150,000
	Fresh Pursuit Coverage
	\$225,000
	Unlawful and Intentional Death Coverage
Time Period for Loss:	365 days from the date of a Covered Accident

Child Education Benefit

Benefit Amount: \$2,000 per year
Fresh Pursuit Coverage
Unlawful and Intentional Death Coverage

Maximum Benefit Period: 4 years

Continuation of Insurance Expense Benefit

Benefit Maximum: \$5,000 per year
Unlawful and Intentional Death Coverage

Aggregate Maximum Benefit Period
For Surviving Spouse & Dependent
Child(ren): 5 years

Funeral and Burial Expense Benefit (Applicable to Class 1 Only)

Benefit Amount: \$1,000
Line of Duty Coverage
Fresh Pursuit Coverage
Unlawful and Intentional Death Coverage

Spouse Education Benefit

Benefit Amount: \$2,000 per year
Fresh Pursuit Coverage
Unlawful and Intentional Death Coverage

Maximum Benefit Period: 3 years

This information is a brief description of the important features of the proposed insurance plan underwritten by ACE American Insurance Company.

This proposal is not a contract of insurance. The terms and conditions of coverage will be detailed in the policy issued once we receive your acceptance. If there are any differences between the terms and conditions of this proposal and the policy issued to you, the policy will govern. The policy is governed by the laws of the state in which it is delivered. Certain terms or provisions may be different is required by the laws of that state.

Chubb NA is the U.S.-based operating division of the Chubb Group of Companies, headed by Chubb Ltd. (NYSE:CB) Insurance products and services are provided by Chubb Insurance underwriting companies and not by the parent company itself.

The U.S. Foreign Account Tax Compliance Act, commonly known as “FATCA”, became the law in the U.S. in March of 2010 and becomes effective July 1, 2014. Pursuant to FATCA, brokers, producers, agents and/or clients may need to obtain withholding certificates from insurance companies. For information on how to obtain the applicable withholding certificate from Chubb U.S. insurance companies, please go to the following web site:
<http://www2.chubb.com/us-en/u-s-foreign-account-tax-compliance-act-fatca.aspx>

Terms & Conditions

Who Is Eligible For Insurance?

An individual in one of the eligible classes shown in the *Schedule of Benefits* is eligible for coverage.

When Does Coverage Go Into Effect?

Insurance for an eligible individual is effective on the latest of the policy effective date or the date he or she becomes eligible.

Coverage for an eligible individual who is not in active service on the date insurance would otherwise be effective will not go into effect until he or she returns to active service.

When Does Coverage Terminate?

An insured individual's coverage will end on the earliest of the date the policy terminates; the period ends for which premium is paid; or the date he or she is no longer eligible.

Benefits & Features

Accidental Death Benefits

If a Covered Person dies as the direct result, and from no other cause, of a Covered Accident within the Time Period for Loss shown in the Schedule of Benefits, We will pay the Principal Sum shown in the Schedule of Benefits.

Child Education Benefit

We will pay an additional benefit for each qualifying Dependent child covered under the policy on the date the Covered Person dies. The Covered Person's death must result, directly and independently of all other causes, from a Covered Accident for which an Accidental Death Benefit is payable. This benefit is subject to the following conditions:

A qualifying Dependent child must:

1. be enrolled as a full-time student in an accredited school of higher learning beyond the 12th grade level on the date of the Covered Person's Covered Accident; or
be at the 12th grade level on the date of the Covered Person's Covered Accident and then enroll as a full-time student at an accredited school of higher learning within 365 days from the date of the Covered Accident and continue his education as a full-time student; and
2. incur expenses for tuition, fees, books, room and board, transportation and any other costs payable directly to, or approved and certified by, such school.

Payments will be made to each qualifying Dependent child or to the child's legal guardian, if the child is a minor at the end of each year for the number of years shown in the *Schedule of Benefits*. We must receive proof satisfactory to Us of the Dependent child's enrollment and attendance within 31 days of the end of each year.

Continuation of Insurance Expense Benefit

We will pay benefits, up to the Maximum Benefit shown in the *Schedule of Benefits*, if a surviving spouse or a surviving Dependent child elects to continue group health insurance provided by the Employer of a Covered Person who died, subject to all of the following conditions:

1. the Covered Person's death results directly and independently of all other causes from a Covered Accident; and,
2. within 60 days of the Covered Person's death, the surviving spouse and/or surviving Dependent child notifies Us of his or her election to continue existing coverage under the Employer's plan as permitted by state or federal continuation law; and,
3. if the Covered Person is a firefighter, the death must be: a) a result of an act of violence inflicted by another person; b) a result of a fire which has been determined to be caused by an act of arson; or c) a result of an assault of the firefighter under riot conditions; or
4. if the Covered Person is a law enforcement, correctional or correctional probation officer, the death must be: a) the result of an act of violence inflicted by another person; or b) a result of an assault against the Covered Person.

This benefit, payable annually, equals the premiums required to continue the health insurance described above, as long as the total amount of this benefit does not exceed the Benefit Maximum shown in the *Schedule of Benefits*. The benefit will be paid at the end of each year during which health insurance is continued, if We receive a request for reimbursement and proof of the premiums paid during that year. Benefit payments will continue until the earliest of the following dates:

1. the date a surviving spouse or surviving Dependent child is no longer eligible to continue health insurance coverage;
2. the date benefit payments equal the Benefit Maximum;

3. the end of the Aggregate Maximum Benefit Period; and,
4. the date a surviving spouse remarries or the date a surviving Dependent child reaches age 25.

Benefits are payable to the surviving spouse, or the person who actually paid the premium on the surviving spouse's behalf, if other than the surviving spouse.

The term "health insurance" does not include supplemental benefits that are not part of their basic group health insurance plan. Health insurance benefits payable from any other source shall reduce benefits payable under this benefit.

Funeral and Burial Expense Benefit (Applicable to Class 1 Only)

We will pay the benefit shown in the *Schedule of Benefits*, for funeral and burial of a Covered Person who dies from an Injury resulting directly and independently of all other causes from a Covered Accident.

Spouse Education Benefit

We will pay benefits for the Covered Person's Spouse as described below, up to the Benefit Maximum shown in the *Schedule of Benefits* if a Benefit is payable under the Accidental Death and Dismemberment Benefit due to the Covered Person's death. To qualify for the Spouse Education Benefit, the Spouse must enroll in an Occupational Training program within one year of the date of the Covered Person's death for the purpose of obtaining an independent source of income.

We will pay a Spouse Education Benefit equal to the lesser of:

1. the Spouse Education Benefit amount shown in the *Schedule of Benefits*; or
2. the Expense Incurred for Occupational Training.

"Expense Incurred" means: a) the actual tuition charged, exclusive of room and board; and, b) the actual cost of the materials needed for the Occupational Training program.

The expense must be incurred within 3 years of the date of the Covered Person's death. We will pay the Spouse Education Benefit due immediately after We receive proof that the Spouse has enrolled in an Occupational Training program.

"Occupational Training" means any educational, professional, or trade training program which prepares the Spouse for an occupation for which he or she otherwise would not have been qualified.

"Spouse" means the Covered Person's wife or husband who was not legally separated or divorced from the Covered Person when he or she died.

Hazards

Exposure & Disappearance

Coverage under this hazard includes exposure to the elements after the forced landing, stranding, sinking, or wrecking of a vehicle in which the Covered Person was traveling.

A Covered Person is presumed dead if:

1. he or she is in a vehicle that disappears, sinks, or is stranded or wrecked on a trip covered by this Policy; and
2. the body is not found within one year of the Covered Accident.

Fresh Pursuit Coverage

The Covered Accident must take place while on duty, on or off the Policyholder's premises.

This Coverage includes Injury which:

1. for law enforcement, correctional or correctional probation officers results in a Covered Loss that occurs:
 - a. as a result of the officer's response to Fresh Pursuit; or
 - b. as a result of an officer's response to what is reasonably believed to be an emergency; or
 - c. at the scene of a traffic accident to which the officer has responded; or
 - d. while the officer is enforcing what is reasonably believed to be a traffic law or ordinance.
2. for firefighters, results in a Covered Loss as a result of the firefighter's response to what is reasonably believed to be an emergency involving the protection of life or property or the firefighter's participation in a training exercise.

"Fresh Pursuit" means the pursuit of a person who has committed or is reasonably suspected of having committed a felony, misdemeanor, traffic infraction or violation of a county or municipal ordinance. Fresh Pursuit shall not necessarily imply instant pursuit, but pursuit without reasonable delay.

Line of Duty Coverage

The Covered Accident must take place while:

1. on duty, on or off the Policyholder's premises; or
2. making a "Line of Duty" response to an emergency while off duty.

"Line of Duty" means acts done according to the standards set by the Policyholder for the type of work in which the Insured is engaged. It does not include:

1. commuting between home and place of work; or
2. traveling or any other act not considered to be in the Insured's Line of Duty.

Unlawful and Intentional Death Coverage

This Coverage includes death resulting from the unlawful and intentional killing:

1. of a law enforcement, correctional, or correctional probation officer, while engaged in the performance of the officer's law enforcement duties; and
2. of a firefighter, while engaged in the performance of his or her firefighter duties, who dies as a result of;
 - a) an Injury sustained by an unlawful and intentional act of another person; or,
 - b) a fire which has been determined to have been caused by an act of arson;while on assignment by or at the direction of the Policyholder whether on or off the premises of the Policyholder.

Exclusions

We will not pay benefits for any loss or injury that is caused by, or results from:

- intentionally self-inflicted injury.
- suicide or attempted suicide.
- war or any act of war, whether declared or not.
- Service in the military, naval or air service of any country.
- sickness, disease, bodily or mental infirmity, bacterial or viral infection, or medical or surgical treatment thereof, except for any bacterial infection resulting from an accidental external cut or wound or accidental ingestion of contaminated food. (except as provided by the Policy)
- commission of, or attempt to commit, a felony, an assault or other illegal activity.
- the covered person being legally intoxicated as determined according to the laws of the jurisdiction in which the injury occurred.

This insurance does not apply to the extent that trade or economic sanctions or regulations prohibit us from providing insurance, including, but not limited to, the payment of claims.

Crime Victims

If the covered person is a victim of a violent crime and it is determined that the covered person is eligible under the Florida Crimes Compensation Act, any deductible and coinsurance provision of the policy will not apply. The covered person must provide us with a copy of the written notification concerning their status received from the Office of the Attorney General, Division of Victim Services, State of Florida.

About Chubb

On January 14, 2016, ACE Limited acquired The Chubb Corporation, creating a global insurance leader operating under the renowned Chubb name.

The new Chubb is the world's largest publicly traded property and casualty insurer, providing commercial and personal property and casualty insurance, personal accident and supplemental health insurance, reinsurance and life insurance

At Chubb, we're committed to providing the very best insurance coverage and service to individuals and families, and businesses of all sizes. While we may look different, rest assured that the acquisition has no effect on current policies.

Chubb operates in 54 countries, with approximately 30,000 employees serving a diverse group of clients worldwide

We recognize that serious injuries can have a devastating impact on individuals and the families that survive them. That is why Chubb USA Accident & Health's corporate accident and sickness portfolio includes a breadth of products flexible enough to meet the needs of small, mid-size, and large Fortune 1000 companies with multinational employee populations around the world. These programs are available on an occupational, non-occupational, or 24-hour basis and may be packaged and administered as a single program. They can help to provide the critical financial security and resources necessary to deal with catastrophic loss.

For more information about our products and services, please visit: www.chubb.com.

The Advantages of Doing Business with Chubb

Innovation

Our entrepreneurial business philosophy and expert industry knowledge allow us to remain flexible in finding the *right* solution.

Superior Solutions

We are dedicated, solutions-oriented professionals able to provide quick responses and expert handling of customer needs.

Global Protection

The Chubb global network can satisfy the insurance needs of companies operating worldwide.

Financial Strength*

Consistently high ratings that reflect our financial strength and our ability to meet our obligations to our customers.

A.M. Best	A++
Standard & Poor's	AA
Moody	Aa3
Fitch	AA

*As of 6-17-2019

Glossary of Terms

Please note, certain words used in this document have specific meanings.

“Active Service” means a Covered Person is either 1) actively at work performing all regular duties on a full-time or part-time basis either at his or her employer’s place of business or someplace the employer requires him or her to be; 2) employed, but on a scheduled holiday, vacation day, or period of approved paid leave of absence; or 3) if not employed, able to engage in substantially all of the usual activities of a person in good health of like age and sex and not confined in a Hospital or rehabilitation or rest facility.

“Covered Accident” means an accident that occurs while coverage is in force for a Covered Person and results directly and independently of all other causes in a loss or Injury covered by the Policy for which benefits are payable.

“Covered Activity” means any activity in which a Covered Person must be engaged when a Covered Accident occurs in order to be eligible for benefits under the Policy. These Covered Activities are listed in the *Schedule of Benefits* and described in the Hazards section of the Policy.

“Covered Loss” or “Covered Losses” means an accidental death, dismemberment, or other Injury covered under the Policy.

“Covered Person” means any eligible person for whom the required premium is paid. If the cost for this insurance is paid for by the Policyholder, individual applications are not required for an eligible person to be a Covered Person.

“Dependent Child” means an Insured’s child, from the moment of birth to the end of the calendar year in which the child reaches age 25 if the child is: 1) dependent on the Insured for support, or 2) living in the Insured’s household, or is a full-time or part-time student.

“Doctor” means a licensed health care provider acting within the scope of his or her license and rendering care or treatment to a Covered Person that is appropriate for the conditions and locality. It will not include a Covered Person or a member of the Covered Person’s Immediate Family or household.

“Hospital” means an institution that: 1) operates as a Hospital pursuant to law for the care, treatment, and providing of inpatient services for sick or injured persons; 2) provides 24-hour nursing service by Registered Nurses on duty or call; 3) has a staff of one or more licensed Doctors available at all times; 4) provide organized facilities for diagnosis, treatment, and surgery, either: (i) on its premises; or (ii) in facilities available to it, on a prearranged basis; 5) is not primarily a nursing care facility, rest home, convalescent home, or similar establishment, or any separate ward, wing, or section of a Hospital used as such; and 6) is not a place for drug addicts, alcoholics, or the aged.

We will not deny a claim for services rendered in any one of the following Hospitals solely because the Hospital lacks major surgical facilities and is primarily of a rehabilitative nature, if such rehabilitation is specifically for the treatment of a physical disability: 1) the Joint Commission on the Accreditation of Hospitals; or 2) the American Osteopathic Association; or 3) the Commission on the Accreditation of Rehabilitative Facilities.

“Injury” means accidental bodily harm sustained by a Covered Person from a Covered Accident which is the direct cause, independent of disease or bodily infirmity, of the covered loss. All injuries sustained by one person in any one accident, including all related conditions and recurrent symptoms of these injuries, are considered a single Injury.

Any occupational condition or impairment of health of any firefighter or any law enforcement officer or correctional officer caused by tuberculosis, heart disease, or hypertension resulting in death shall be presumed to have been accidental, to have been suffered in the Line of Duty, and to be a Covered Loss. To be entitled to this presumption, the definitions and requirements of Florida Statutes Section 112.18 must be met.

Any firefighter, paramedic, emergency medical technician, law enforcement officer, or correctional officer who suffers an occupational condition or impairment of health that is caused by hepatitis, meningococcal meningitis, or tuberculosis, that requires medical treatment, and that results in death shall be presumed to have been accidental, and to be a Covered Loss. To be entitled to this presumption, the definitions and requirements of Florida Statutes Section 112.181 must be met.

Any firefighter, paramedic, emergency medical technician, law enforcement officer, or correctional officer who suffers an occupational condition or impairment of health that is caused by exposure to a toxic substance, adverse results or complications from a smallpox vaccination, or a mental or nervous Injury, that requires medical treatment, and that results in death shall be presumed to have been accidental and to be a Covered Loss. To be entitled to this presumption, the definitions and requirements of Florida Statutes Section 112.1815 must be met.

“Insured” means a person in a Class of Eligible Persons for whom the required premium is paid making insurance in effect for that person.

“We,” “Our,” “Us” means the insurance company underwriting this insurance or its authorized agent.

CHUBB®

Chubb Excess and Surplus Insurance Services, Inc.
555 S. Flower Street, 3rd Floor
Los Angeles, CA 90071
CA License #0594384

Premises Pollution Liability Insurance Policy (claims-made coverage)

Coverage Quotation

CHUBB ENVIRONMENTAL

DATE: 07/15/2020
TO: KATIE HILL
AON RISK INSURANCE SERVICES WEST INC
425 MARKET STREET, SUITE 2800
SAN FRANCISCO, CALIFORNIA 94105-2490
KATIE.HILL1@AON.COM

QUOTATION # 1(This Quotation supersedes and replaces Quotation #N/A dated N/A.)

INSURER: Illinois Union Insurance Company
A.M. BEST RATING: A++ XV
FIRST NAMED INSURED: City of Hollywood, Florida
ADDRESS: P.O. Box 229045
Hollywood, Florida 33022
RENEWAL OF: G71743305 001
HOME STATE: Florida

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 THE BINDING OF THIS PLACEMENT.

INCEPTION DATE: 10/01/2020
EXPIRATION DATE: 10/01/2021
RETROACTIVE DATES:

Coverage A

Premises Pollution Condition Liability:	PER PF-44913
Premises Indoor Environmental Condition Liability:	PER PF-44913
Premises Pollution Condition First-Party Claims:	PER PF-44913
Premises Indoor Environmental Condition First-Party Claims:	PER PF-44913

Coverage B

Transportation Liability:	10/1/2017
Transportation First-Party Claims:	10/1/2017

Coverage C

Non-Owned Disposal Sites Liability:	10/1/2017
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If "FULL RETRO" is indicated in the Retroactive Date column above, then retroactive coverage is afforded pursuant to this Policy for that specific exposure, subject to any other corresponding exposure-specific Retroactive Date added to this Policy by endorsement.

BUSINESS INTERRUPTION LOSS DEDUCTIBLE:

10 days Per Pollution Condition or Indoor Environmental Condition for Business Interruption Loss

LIMITS / SIR / TERM / PREMIUM:

LIMITS OF LIABILITY	SELF-INSURED RETENTION	TERM (YEARS)	PREMIUM	TRIA PREMIUM*
\$1,000,000 Per Pollution Condition or Indoor Environmental Condition/ \$1,000,000 Aggregate All Pollution Conditions or Indoor Environmental Condition	\$25,000 Per Pollution Condition or Indoor Environmental Condition	1	\$15,211	\$761

The premium in this quote includes commission in an amount equal to 0% of such premium.

COMMISSION:

NET

****THE OPTIONAL TERRORISM RISK INSURANCE ACT (TRIA) PREMIUM AS QUOTED ABOVE IS THE ADDITIONAL PREMIUM THAT WILL BE INCLUDED IN THE TOTAL PREMIUM FOR THIS POLICY IF TRIA COVERAGE IS ELECTED. THIS CHARGE IS FOR TRIA COVERAGE PER THE ATTACHED DISCLOSURE LETTER. WE MUST RECEIVE A SIGNED COPY OF THE ATTACHED DISCLOSURE LETTER INDICATING THAT TRIA COVERAGE HAS BEEN ACCEPTED OR DECLINED.***

TERMS & CONDITIONS

Covered Locations:	PF-44913 <ul style="list-style-type: none">Per SOV received on 7/9/2020
Policy Form:	PF-44887b (08/18) Premises Pollution Liability Insurance Policy <u>QUOTED COVERAGES</u> <input checked="" type="checkbox"/> A. POLLUTION CONDITIONS OR INDOOR ENVIRONMENTAL CONDITIONS COVERAGE <input checked="" type="checkbox"/> B. TRANSPORTATION COVERAGE <input checked="" type="checkbox"/> C. NON-OWNED DISPOSAL SITE COVERAGE
Additional Terms and Conditions:	<ol style="list-style-type: none">Premium is 25% Minimum-Earned as of inception of the PolicyPF-48605 (01/17) Asbestos and/or Lead-Based Paint Coverage (Inadvertent Disturbance) EndorsementPF-44917a (03/20) Dedicated Defense Aggregate Limit Endorsement<ul style="list-style-type: none">\$250KPF-51294 (10/18) Landfill And Odors Exclusionary EndorsementPF-47994 (07/16) Lead Exclusionary (Potable Water) EndorsementPF-51295 (10/18) Maintenance, Upgrades, Improvements, Or Installations Exclusionary EndorsementPF-48653 (01/17) Remediation Costs Exclusionary (On-Site Premises Pollution And Indoor Environmental Conditions) Endorsement<ul style="list-style-type: none">3441 W Hollywood Blvd., Hollywood, FL 33021PF-44913 (09/14) Schedule of Covered Locations Schedule Endorsement<ul style="list-style-type: none">Per SOV received on 7/8/2020PF-48665 (01/17) Sudden And Accidental Coverage Limitation Endorsement<ul style="list-style-type: none">Applies to any and all water wellsPF-48666 (01/17) Supplementary Payments Amendatory Endorsement

	11. PF-44999 (09/14) Waiver of Subrogation (By Contract) Endorsement 12. PF-51304a (02/20) Fluorinated Compounds Exclusionary Endorsement
TRIA Forms:	<p><i>IF THE INSURED ELECTS TO PURCHASE TERRORISM COVERAGE PER THE ATTACHED DISCLOSURE LETTER FOR THE ADDITIONAL PREMIUM NOTED ABOVE, THE FOLLOWING ENDORSEMENTS WILL APPLY:</i></p> <p>1.PF-23728a (01/15) Terrorism Risk Insurance Act Endorsement 2.TRIA11c (01/15) Disclosure Pursuant To Terrorism Risk Insurance Act</p> <p><i>IF THE INSURED ELECTS TO DECLINE TERRORISM COVERAGE PER THE ATTACHED DISCLOSURE LETTER, THE FOLLOWING ENDORSEMENTS WILL APPLY:</i></p> <p>1.TRIA24 (01/15) Policyholder Disclosure Notice of Terrorism Insurance Coverage</p>
Value-Added Services	Chubb Environmental is committed to developing long-term relationships with our valued insureds. It is our philosophy to partner with our insureds and become an extension of their risk management team, in an effort to enhance the environmental risk management culture within their organization. Working with our insured's risk management team, Chubb Environmental will utilize Environmental Incident Alert, in addition to ESIS Health, Safety and Environmental Services, a Chubb loss control subsidiary, to customize and deliver quality environmental engineering risk control services focused on helping them minimize potential loss exposures. Environmental Incident Alert is a complimentary program developed to assist Chubb Environmental clients find and dispatch qualified incident response contractors, monitor cleanup costs (in real time) and mitigate potential liabilities associated with environmental releases.

ALL TERMS, CONDITIONS, AND PRICING ARE SUBJECT TO RECEIPT, REVIEW, AND APPROVAL OF THE FOLLOWING, PRIOR TO BINDING:	
1 Completed, signed and dated Chubb Environmental application	
2 Completed and signed attached TRIA disclosure form	
3 Written confirmation from the broker of the Named Insured's "Home State" as defined in the Nonadmitted and Reinsurance Reform Act (NRRA)	

Surplus Lines Information	<p>Surplus Lines Insurer: <u>ILLINOIS UNION INSURANCE COMPANY</u></p> <p>Coverage will be provided on a surplus lines basis. Collection and filing of all taxes and fees is the responsibility of the producing surplus lines broker, as is inclusion of state-mandated surplus lines disclaimer language on or in the policy. Please forward a copy of your surplus lines license for our records.</p> <p>Please advise your client that Chubb Excess and Surplus Insurance Services, Inc. (CESIS) is offering this quote as representative of its affiliated surplus lines insurance company, Illinois Union Insurance Company. CESIS is not acting on behalf of your client and does not seek placements in other surplus lines markets.</p>
Policy Form	<p>PF-44887b (08/18) Premises Pollution Liability Insurance Policy</p> <p>This quotation contemplates the use of Chubb forms, issued on the paper indicated above in this document. All terms and conditions are per those forms and endorsements unless otherwise noted herein.</p>
OFAC	<p>OFAC NOTICE: 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 proposed named insured has violated U.S. sanctions law or is a Specially Designated National or Blocked Person, as identified by OFAC, we reserve the right to withdraw this quote at any time prior to binding.</p>
TRIA	<p>TRIA NOTICE: Presently, the Terrorism Risk Insurance Act ("TRIA") expires on 12/31/20. The premium quoted above includes a separate premium charge for terrorism coverage over the entire Policy Period. In the unlikely event that you elect to receive TRIA coverage and it is not renewed before 12/31/20, or TRIA otherwise expires at some point during the Policy Period, we will refund the unearned portion of our TRIA premium to you on a pro-rata basis. In the event that new legislation is enacted requiring the Insurer to offer coverage for terrorism that is materially different than the coverage requirements included in the current version of TRIA that expires on 12/31/20, the Chubb Companies reserve the right to re-price and tailor TRIA coverage to conform with the statutory requirements and risks presented in the new legislation.</p>
FATCA	<p>The U.S. Foreign Account Tax Compliance Act, commonly known as "FATCA", became the law in the U.S. in</p>

	March of 2010 and becomes effective July 1, 2014. Pursuant to FATCA, brokers, producers, agents and/or clients may need to obtain withholding certificates from insurance companies. For information on how to obtain the applicable withholding certificate from Chubb U.S. insurance companies, please go to http://www2.chubb.com/us-en/u-s-foreign-account-tax-compliance-act-fatca.aspx .
Disclaimer	<p>Please read this quotation carefully, as the limits, coverage and other terms and conditions may vary significantly from those requested in your submission and/or from the expiring policy. Terms and conditions that are not specifically mentioned in this quotation are not included. The terms and conditions of this quotation supersede the submitted insurance specifications and all prior proposals and binders. Actual coverage will be provided by and in accordance with the policy as issued.</p> <p>The insurer is not bound by any statements made in the submission purporting to bind the insurer unless such statement is reflected in the policy or in an agreement signed by someone authorized to bind the insurer.</p> <p>This quotation has been constructed on reliance of the data provided in the submission. A material change or misrepresentation of that data voids this quotation.</p>
Premium Payment	IN THE EVENT COVERAGE IS BOUND, THE PREMIUM INDICATED ABOVE MUST BE REMITTED TO US WITHIN THIRTY (30) DAYS FROM THE DATE OF THE INVOICE AS OUTLINED ON YOUR AGENCY'S MONTHLY STATEMENT BILL.
eDelivery	Acceptance of this quote indicates the insured's consent to accept delivery of the policy by electronic means, including delivery of the policy as an e-mail attachment. We will deliver the policy to the email address shown above. If the insured would like to withdraw their consent to electronic delivery and exclusively receive a printed paper copy of the policy, please contact the undersigned.
Quotation Expiration	THIS BINDABLE QUOTATION SHALL EXPIRE AT 5:00 pm E.S.T. on: 8/15/2020

Thank you for the opportunity to quote on this risk. For underwriting questions or concerns, please contact Jay Kao at 213-612-5307 (phone) or Jay.Kao@chubb.com (email).

Chubb Environmental
Mo Arellanes
Chubb Excess and Surplus Insurance Services, Inc.
CA Surplus Lines Broker License #0134929

**POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM
INSURANCE COVERAGE**

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

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

Acceptance or Rejection of Terrorism Insurance Coverage

<input type="checkbox"/>	I hereby elect to purchase terrorism coverage for a prospective premium of \$_____
<input type="checkbox"/>	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

Insurance Company

Print Name

Policy Number

Date

This Policy is issued by the stock insurance company identified in the Declarations (hereinafter *the Insurer*).

THIS POLICY PROVIDES LIABILITY COVERAGE ON A CLAIMS-MADE AND REPORTED BASIS, WHICH COVERS ONLY CLAIMS FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD AND REPORTED TO THE INSURER, IN WRITING, DURING THE POLICY PERIOD OR WITHIN THIRTY DAYS THEREAFTER, UNLESS AN EXTENDED REPORTING PERIOD APPLIES. THIS POLICY ALSO PROVIDES FIRST-PARTY COVERAGES ON A DISCOVERED AND REPORTED BASIS, WHICH COVERS ONLY POLLUTION CONDITIONS AND INDOOR ENVIRONMENTAL CONDITIONS, AS APPLICABLE, FIRST DISCOVERED DURING THE POLICY PERIOD AND FOR WHICH A FIRST-PARTY CLAIM IS REPORTED TO THE INSURER, IN WRITING, DURING THE POLICY PERIOD OR WITHIN THIRTY DAYS THEREAFTER. FINALLY, THIS POLICY PROVIDES COVERAGE FOR EMERGENCY RESPONSE COSTS THAT IS LIMITED BY MORE SPECIFIC REPORTING CRITERIA AND COVERS ONLY EMERGENCY RESPONSE COSTS INCURRED, AND REPORTED TO THE INSURER, IN WRITING, WITHIN THE SPECIFIC TIMING REQUIREMENTS IDENTIFIED IN THIS POLICY. PLEASE READ THIS POLICY CAREFULLY. SOME OF THE PROVISIONS CONTAINED IN THIS POLICY RESTRICT COVERAGE, SPECIFY WHAT IS AND IS NOT COVERED AND DESIGNATE YOUR RIGHTS AND DUTIES. LEGAL DEFENSE EXPENSES ARE SUBJECT TO AND SHALL ERODE THE LIMITS OF LIABILITY AND ANY APPLICABLE SELF-INSURED RETENTION.

Throughout this Policy the words *the Insurer* shall refer to the company providing this insurance. Other words and phrases that appear in quotation marks have special meanings and are defined in Section V., **DEFINITIONS**.

In consideration of the payment of the premium and in reliance upon all statements made in the Application to this Policy, including the information furnished in connection therewith, and subject to all terms, definitions, conditions, exclusions and limitations of this Policy, the Insurer agrees to provide insurance coverage to the “insured” as described herein.

I. INSURING AGREEMENTS

Solely to the extent that the coverages below are identified on the Declarations to this Policy as being underwritten by the Insurer, the Insurer agrees to pay on behalf of the “insured” for “loss”, in excess of the “self-insured retention” or deductible period (as applicable), resulting from:

A. POLLUTION CONDITIONS OR INDOOR ENVIRONMENTAL CONDITIONS COVERAGE (Coverage A.)

“Claims” and “first-party claims” arising out of: **1)** a “pollution condition” on, at, under or migrating from a “covered location”; or **2)** an “indoor environmental condition” at a “covered location”, provided the “claim” is first made, or the “insured” first discovers the “pollution condition” or “indoor environmental condition” that is the subject of such “first-party claim”, during the “policy period”. Any such “claim” or “first-party claim” must be reported to the Insurer, in writing, during the “policy period” or within thirty (30) days after the expiration of the “policy period”, or during any applicable “extended reporting period”.

The coverage afforded pursuant to this Coverage **A.** only applies to “pollution conditions” or “indoor environmental conditions” that first commence, in their entirety, on or after the retroactive date identified in Item **5.** of the Declarations, if applicable, and prior to the expiration of the “policy period”.

B. TRANSPORTATION COVERAGE (Coverage B.)

“Claims” and “first-party claims” arising out of a “pollution condition” resulting from “transportation”, provided the “claim” is first made, or the “insured” first discovers the “pollution condition” that is the subject of such “first-party claim”, during the “policy period”. Any such “claim” or “first-party claim” must be reported to the Insurer, in writing, during the “policy period” or within thirty (30) days after the expiration of the “policy period”, or during any applicable “extended reporting period”.

The coverage afforded pursuant to this Coverage **B.** only applies to “pollution conditions” that first commence, in their entirety, on or after the retroactive date identified in Item **5.** of the Declarations, if applicable, and prior to the expiration of the “policy period”.

C. NON-OWNED DISPOSAL SITE COVERAGE (Coverage C.)

"Claims" arising out of a "pollution condition" on, at, under or migrating from a "non-owned disposal site", provided the "claim" is first made during the "policy period". Any such "claim" must be reported to the Insurer, in writing, during the "policy period" or within thirty (30) days after the expiration of the "policy period", or during any applicable "extended reporting period".

The coverage afforded pursuant to this Coverage **C.** only applies to "pollution conditions" that are attributable to a "named insured's" waste generated at a "covered location" and received at the "non-owned disposal site", in its entirety, on or after the retroactive date identified in Item **5.** of the Declarations, if applicable, and prior to the expiration of the "policy period".

II. LIMITS OF LIABILITY AND SELF-INSURED RETENTION

- A.** It is expressly agreed that the Insurer's obligation to pay for any covered "loss" (exclusive of "business interruption loss") pursuant to this Policy shall attach to the Insurer only after the "first named insured" has paid, or has provided evidence to the Insurer that another "named insured" has paid, the full amount of the "self-insured retention" with respect to any covered "pollution condition" or "indoor environmental condition". Under no circumstances, including, but not limited to, an "insured's" insolvency and/or bankruptcy, shall the Insurer be liable to pay any amount within the "self-insured retention". In the event that the "first named insured" cannot provide satisfactory evidence that a "named insured" has paid the full amount of the "self-insured retention" with respect to any covered "pollution condition" or "indoor environmental condition", the "first named insured" shall remain responsible to pay the "self-insured retention" before the Insurer's payment obligation pursuant to this Policy shall attach with respect to coverage sought by any "insured".

Notwithstanding the foregoing, if the "insured" agrees with the Insurer to use "mediation" to successfully resolve any "claim" for which "legal defense expenses" have been incurred, then the "self-insured retention" applicable to the "pollution condition" or "indoor environmental condition" that corresponds to such "claim" shall be reduced by fifty percent (50%), subject to a maximum reduction in the "self-insured retention" of twenty-five thousand dollars (\$25,000).

In addition to the foregoing, it is expressly agreed that the Insurer's obligation to pay for any covered "business interruption loss" pursuant to this Policy shall attach to the Insurer only after the relevant "insured" has also borne the full amount of the "business interruption loss" within the deductible period identified in Item **4.** of the Declarations to this Policy.

- B.** One "self-insured retention" shall apply to all "loss" (exclusive of "business interruption loss") arising out of the same, continuous, repeated, or related "pollution condition" or "indoor environmental condition". If the same, continuous, repeated, or related "pollution condition" or "indoor environmental condition" triggers coverage pursuant to multiple coverage parts, or otherwise involves multiple exposures that have been assigned exposure-specific "self-insured retention" amounts by endorsement to this Policy, the single largest of the associated "self-insured retention" amounts identified in: **1)** Item **4.** of the Declarations; **2)** any Supplemental Coverage added by endorsement to this Policy; or **3)** any exposure-specific "self-insured retention" endorsement identified as part of this Policy, shall apply to all "loss" and other covered exposures arising out of such "pollution condition" or "indoor environmental condition", except for any "catastrophe management costs" that are assigned an exposure-specific "self-insured retention" by endorsement to this Policy, if any (hereinafter Catastrophe Management-Specific SIR Obligation). Amounts within any such Catastrophe Management-Specific SIR Obligation shall be independent of, and shall not otherwise erode, the single largest "self-insured retention" applicable to all other covered exposures arising out of the same "pollution condition" or "indoor environmental condition" as contemplated herein.
- C.** One deductible period shall apply to all "business interruption loss" arising out of the same, continuous, repeated, or related "pollution condition" or "indoor environmental condition".
- D.** Subject to Subsections **E.** and **F.**, below, the most the Insurer shall pay for all "loss" arising out of the same, continuous, repeated, or related "pollution condition" or "indoor environmental condition" is the Per Pollution Condition or Indoor Environmental Condition Limit of Liability identified in Item **3.a.** of the Declarations to this Policy.

- E.** Subject to Subsection **D.**, above, and Subsection **F.**, below, **\$250,000** shall be the maximum amount the Insurer shall pay for all “catastrophe management costs” arising out of all “pollution conditions” and “indoor environmental conditions”.
- F.** Subject to Subsections **D.** and **E.**, above, the Total Policy and Program Aggregate Limit of Liability identified in Item **3.b.** of the Declarations shall be the maximum liability of the Insurer pursuant to this Policy with respect to all “loss”.
- G.** If the Insurer or an affiliate has issued pollution liability coverage afforded on a discovered and reported basis or claims-made and reported basis consistent with coverage afforded pursuant to this Policy in one or more policy periods, and a “pollution condition” or “indoor environmental condition” is first discovered and reported to the Insurer, or a “claim” is first made and reported to the Insurer with respect to a “pollution condition” or “indoor environmental condition”, in accordance with the terms and conditions of this Policy, then:
- 1.** Any continuous, repeated, or related “pollution condition” or “indoor environmental condition” that is subsequently reported to the Insurer during later policy periods shall be deemed to be one “pollution condition” or “indoor environmental condition” discovered during this “policy period”; and
 - 2.** All “claims” arising out of:
 - a.** The same, continuous, repeated, or related “pollution condition” or “indoor environmental condition” that was discovered during this “policy period”; or
 - b.** The same, continuous, repeated, or related “pollution condition” or “indoor environmental condition” that was the subject of a “claim” first made and reported in accordance with the terms and conditions of this Policy,

shall be deemed to have been first made and reported during this “policy period” and no other policy shall respond.

III. DEFENSE AND SETTLEMENT

- A.** The Insurer shall have the right and, subject to the “self-insured retention” obligation, the duty to defend the “insured” against a “claim” to which this insurance applies. The Insurer shall have no duty to defend the “insured” against any “claim” to which this insurance does not apply. The Insurer’s duty to defend the “insured” ends once the Limits of Liability are exhausted or are tendered into a court of applicable jurisdiction, or once the “insured” refuses a settlement offer as provided in Subsection **E.**, below.
- B.** The Insurer shall have the right to select legal counsel to: **1)** represent the “insured” for the investigation, adjustment, and defense of any “claims” covered pursuant to this Policy; and **2)** assist the “insured” with clarifying the extent of, and to help minimize, any “first-party remediation costs”. Selection of legal counsel by the Insurer shall not be done without the consent of the “insured”; such consent shall not be unreasonably withheld.

In the event the “insured” is entitled by law to select independent counsel to defend itself at the Insurer’s expense, the attorney fees and all other litigation expenses the Insurer shall pay to that counsel are limited to the rates the Insurer actually pays to counsel that the Insurer normally retains in the ordinary course of business when defending “claims” or lawsuits of similar complexity in the jurisdiction where the “claim” arose or is being defended. In addition, the “insured” and the Insurer agree that the Insurer may exercise the right to require that such counsel: **1)** have certain minimum qualifications with respect to their competency, including experience in defending “claims” similar to those being asserted against the “insured”; **2)** maintain suitable errors and omissions insurance coverage; **3)** be located within a reasonable proximity to the jurisdiction of the “claim”; and **4)** agree in writing to respond in a timely manner to the Insurer’s requests for information regarding the “claim”. The “insured” may at any time, by its signed consent, freely and fully waive its right to select independent counsel.

- C.** The “insured” shall have the right and the duty to retain a qualified environmental consultant or “catastrophe management firm” to: **1)** perform any investigation and/or remediation of any “pollution condition” or “indoor environmental condition” covered pursuant to this Policy; or **2)** perform “catastrophe management services” covered pursuant to this Policy, respectively. The “insured” must

receive the consent of the Insurer prior to the selection and retention of such consultant or “catastrophe management firm”, except in the event of a “first-party claim” that results in “emergency response costs”.

- D. “Legal defense expenses” reduce the Limits of Liability identified in the Declarations to this Policy, and, unless specifically stated otherwise herein, any applicable Limits or Sublimits of Liability identified in any endorsement hereto. “Legal defense expenses” shall also be applied to the “self-insured retention”.
- E. The Insurer shall present all settlement offers to the “insured”. If the Insurer recommends a settlement which is acceptable to a claimant, exceeds any applicable “self-insured retention”, is within the Limits of Liability, and does not impose any additional unreasonable burdens on the “insured”, and the “insured” refuses to consent to such settlement offer, then the Insurer’s duty to defend shall end. Thereafter, the “insured” shall defend such “claim” independently and at the “insured’s” own expense. The Insurer’s liability shall not exceed the amount for which the “claim” could have been settled if the Insurer’s recommendation had been accepted, exclusive of the “self-insured retention”.

IV. COVERAGE TERRITORY

The coverage afforded pursuant to this Policy shall only apply to “pollution conditions” or “indoor environmental conditions” located, and “claims” made, within the United States of America.

V. DEFINITIONS

- A. **“Additional insured”** means any person or entity specifically endorsed onto this Policy as an “additional insured”, if any. Such “additional insured” shall maintain only those rights that are specified by endorsement to this Policy.
- B. **“Adverse media coverage”** means national or regional news exposure in television, radio, print or internet media that is reasonably likely to have a negative impact on the “insured” with respect to its income, reputation, community relations, public confidence or good will.
- C. **“Bodily injury”** means physical injury, illness, disease, mental anguish, emotional distress, or shock, sustained by any person, including death resulting therefrom, and any prospective medical monitoring costs that are intended to confirm any such physical injury, illness or disease.
- D. **“Business income”** means:
 - 1. Net profit or loss, before income taxes, including “rental income” from tenants, that would have been realized had there been no “business interruption”;
 - 2. The “insured’s” continuing operating and payroll expense (excluding payroll expense of officers, executives, department managers and contract employees);
 - 3. Costs incurred by the “insured” as rent for temporary premises when a portion of a “covered location” becomes untenable due to a “pollution condition” or “indoor environmental condition” and temporary premises are required to continue the “insured’s” operations. Such rental costs cannot exceed the fair rental value of the untenable portion of the “covered location” immediately preceding the “pollution condition” or “indoor environmental condition”.
- E. **“Business interruption”** means the necessary partial or complete suspension of the “insured’s” operations at a “covered location” for a period of time, which is directly attributable to a “pollution condition” or “indoor environmental condition” to which Coverage A. of this Policy applies. Such period of time shall extend from the date that the operations are necessarily suspended and end when such “pollution condition” or “indoor environmental condition” has been remediated to the point at which the “insured’s” normal operations could reasonably be restored.
- F. **“Business interruption loss”** means:
 - 1. “Business income”;
 - 2. “Extra expense”; and
 - 3. “Delay expense”.

G. “Catastrophe management costs” means reasonable and necessary expenses approved by the Insurer, in writing, except for those expenses incurred during the same seven (7) day period associated with “emergency response costs”, which have been incurred by the “insured” for the following:

1. Responsive consulting services rendered by a “catastrophe management firm”;
2. Printing, advertising, mailing of materials of public relations materials;
3. Travel by directors, officers, employees or agents of the “insured”, or the “catastrophe management firm”, incurred at the direction of a “catastrophe management firm”;
4. To secure the scene of a “pollution condition” or “indoor environmental condition”; or
5. Sums advanced to third-parties directly harmed by the “pollution condition” or “indoor environmental condition” for their medical costs; funeral costs; psychological counseling; travel expenses costs; temporary living costs or other necessary response costs,

but solely in those instances when, in the good faith opinion of a “key executive”, the associated “pollution condition” or “indoor environmental condition” has resulted in or is reasonably likely to result in: **a)** “loss” (exclusive of “catastrophe management costs”) that will exceed the applicable “self-insured retention”; and **b)** a need for “catastrophe management services” due to “adverse media coverage”.

“Catastrophe management costs” do not include any “legal defense expense”.

H. “Catastrophe management firm” means any firm that is approved, in writing, except for firms retained for the same seven (7) day period associated with “emergency response costs”, by the Insurer to perform “catastrophe management services” in connection with a “pollution condition” or “indoor environmental condition”.

I. “Catastrophe management services” means advising the “insured” with respect to minimizing potential harm to the “insured” from a covered “pollution condition” or “indoor environmental condition” by managing “adverse media coverage” and maintaining and restoring public confidence in the “insured”, and its services or products.

J. “Claim” means the written assertion of a legal right received by the “insured” from a third-party, or from another “insured” that is party to an “environmental indemnity obligation”, including, but not limited to, a “government action”, suits or other actions alleging responsibility or liability on the part of the “insured” for “bodily injury”, “property damage” or “remediation costs” arising out of “pollution conditions” or “indoor environmental conditions” to which this insurance applies.

K. “Covered location” means:

1. Any location specifically identified in Item **9.** of the Declarations to this Policy;
2. Any location that is specifically identified on a Schedule of Covered Locations attached to this Policy; and
3. Any location that meets the prerequisites to coverage identified in the Automatic Acquisition and Due Diligence Endorsement attached to this Policy, if any.

L. “Delay expense” means, for a “covered location” under development where a “pollution condition” or “indoor environmental condition” causes a delay in the completion or development during the “business interruption”, any of the following expenses:

1. Additional interest on money the “insured” has borrowed to finance the construction, development, or remediation of a project at a “covered location”;
2. Additional realty taxes and other assessments;
3. Additional advertising or promotional expense;
4. Additional expenses incurred resulting from the renegotiation of leases, including associated usual and customary legal representation expense; and
5. Additional engineering, architectural, and consulting fees.

- M. “Emergency response costs”** means “first-party remediation costs” incurred within seven (7) days following the discovery of a “pollution condition” or “indoor environmental condition” by a “responsible person” in order to abate or respond to an imminent and substantial threat to human health or the environment arising out of:
1. A “pollution condition” or “indoor environmental condition” on, at, under or migrating from a “covered location”; or
 2. A “pollution condition” resulting from “transportation”,
- provided such “emergency response costs” are reported to the Insurer within fourteen (14) days of when that “responsible person” first became aware of such “pollution condition” or “indoor environmental condition”.
- N. “Environmental indemnity obligations”** means an “insured’s” obligations to defend or indemnify a third-party with respect to a “pollution condition” or “indoor environmental condition” to which this insurance otherwise applies, provided that such defense or indemnity obligation is explicitly included within a contract identified or described on the Schedule of Insured Contracts Endorsement attached to this Policy, if any.
- O. “Environmental law”** means any Federal, state, commonwealth, municipal or other local law, statute, ordinance, rule, guidance document, regulation, and all amendments thereto (collectively Laws), including voluntary cleanup or risk-based corrective action guidance, or the direction of an “environmental professional” acting pursuant to the authority provided by any such Laws, along with any governmental, judicial or administrative order or directive, governing the liability or responsibilities of the “insured” with respect to a “pollution condition” or “indoor environmental condition”.
- P. “Environmental professional”** means a licensed professional that is:
1. Mutually agreed upon by the Insurer and the “insured”, except with respect to “emergency response costs”; and
 2. Qualified by licensure, knowledge, skill, education and training to perform an assessment, prepare an investigation protocol, interpret the results and prepare a scope of work to remediate a “pollution condition” or “indoor environmental condition”.
- Q. “Extended reporting period”** means the additional period of time in which to report a “claim” first made against the “insured” during or subsequent to the end of the “policy period”.
- R. “Extra damages”** means punitive, exemplary or multiplied damages, and civil fines, penalties and assessments, but solely to the extent that the punitive, exemplary or multiplied damages, and civil fines, penalties and assessments:
1. Are insurable under applicable law; and
 2. Arise out of a “pollution condition” or “indoor environmental condition” that results in “bodily injury”, “property damage”, “remediation costs” or “first-party remediation costs” to which this insurance otherwise applies.
- S. “Extra expense”** means costs incurred by the “insured” due to a “pollution condition” or “indoor environmental condition” that are necessary to avoid or mitigate any “business interruption”. Such costs must be incurred to actually minimize the amount of foregone “business income” that would otherwise be covered pursuant to this Policy.
- T. “First named insured”** means the person or entity as identified in Item 1. of the Declarations to this Policy. The “first named insured” is the party responsible for the payment of any premiums and the payment of, or evidencing payment of, any applicable “self-insured retention” amounts. The “first named insured” shall also serve as the sole agent on behalf of all “insureds” with respect to the provision and receipt of notices, including notice of cancellation or non-renewal, receipt and acceptance of any endorsements or any other changes to this Policy, return of any premium, assignment of any interest pursuant to this Policy, as well as the exercise of any applicable “extended reporting period”, unless any such responsibilities are otherwise designated by endorsement.

- U. **“First-party claim”** means the first-party discovery of a “pollution condition” or an “indoor environmental condition” during the “policy period” by an “insured” to which this insurance applies.
- V. **“First-party remediation costs”** means reasonable and necessary “remediation costs” incurred by an “insured” resulting from a “first-party claim”. If no applicable laws exist that govern the remediation, investigation, quantification, monitoring, removal, disposal, treatment, neutralization, or immobilization of such “pollution condition” or “indoor environmental condition” in the jurisdiction of the “covered location”, necessary “remediation costs” may be established by securing the written professional recommendations of an “environmental professional”.

“First-party remediation costs” also means reasonable and necessary expenses required to restore, repair or replace real or personal property to substantially the same condition it was in prior to being damaged during the course of responding to a “pollution condition” or “indoor environmental condition”. Such expenses shall not include costs associated with betterments or improvements, except to the extent that such betterments or improvements are exclusively associated with the use of building materials which are environmentally superior to those materials which comprised the original damaged property. Any such environmentally superior material must be: **a)** certified as such by an applicable independent certifying institution, where such certification is available; or **b)** in the absence of any such certification, based solely on the judgment of the Insurer and at its sole discretion.

- W. **“Fungi”** means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents, or byproducts produced or released by “fungi”.
- X. **“Government action”** means action taken or liability imposed by any Federal, state, commonwealth, municipal or other local government agency or body acting pursuant to the authority of “environmental law”.
- Y. **“Illicit abandonment”** means:

1. Solely with respect to coverage for “covered locations”, the intentional placement or abandonment of any solid, liquid, gaseous or thermal irritant, contaminant, or pollutant, including contaminated soil, contaminated silt, contaminated sedimentation, smoke, soot, vapors, fumes, acids, alkalis, chemicals, hazardous substances, hazardous materials, or waste materials, including “low-level radioactive waste”, “mixed waste” and medical, red bag, infectious and pathological wastes, on, at or into a “covered location”, by a person or entity that:
 - a. Is not an “insured”; and
 - b. Is not affiliated by common ownership with an “insured”, and,
2. Solely with respect to coverage for “transportation”, the intentional placement or abandonment of any waste, goods, materials or product beyond the boundaries of a “covered location” during “transportation” by a person or entity that:
 - a. Is not an “insured”; and
 - b. Is not affiliated by common ownership with an “insured”.

“Illicit abandonment” does not mean any such placement or abandonment, above, which takes place, in whole or in part, prior to the inception date identified in Item 2. of the Declarations of this Policy.

- Z. **“Indoor environmental condition”** means:

1. The presence of “fungi” in a building or structure, or the ambient air within such building or structure; or
2. The discharge, dispersal, release, escape, migration or seepage of *legionella pneumophila* in a building or structure, or the ambient air within such building or structure,

provided that such “fungi” or *legionella pneumophila* are not naturally occurring in the environment in the amounts and concentrations found within such building or structure.

AA. “Insured” means the “first named insured”, any “named insured”, any “additional insured”, and any past or present director or officer of, partner in, employee of, temporary or leased worker of, or, with respect to a limited liability company, a member of, any of the foregoing while acting within the scope of his or her duties as such.

BB. “Key executive” means the Chief Executive Officer, Chief Operating Officer, Chief Financial Officer, President, General Counsel, general partner or managing partner (if the “insured” is a partnership), managing member (if the “insured” is a limited liability company) or sole proprietor (if the “insured” is a sole proprietorship) of the “insured”. A “key executive” also means any other person holding a title designated by the “first named insured”, approved by the Insurer, and identified by endorsement to this Policy.

CC. “Legal defense expense” means reasonable legal costs, charges, and expenses, including expert charges, incurred by the “insured”:

1. In the investigation, adjustment or defense of “claims”; or,
2. Solely with respect to those instances where the “insured” has secured the prior consent of the Insurer, except in the event of a “first-party claim” that results in “emergency response costs”, in order to clarify the extent of, minimize, and effect resolution of, any obligation to incur “first-party remediation costs”.

DD. “Loss” means:

Coverage A.

1. A monetary judgment, award or settlement of compensatory damages arising from “bodily injury”, “property damage” or “remediation costs”, including associated “extra damages”;
2. “Legal defense expense”;
3. “First-party remediation costs”;
4. “Emergency response costs”;
5. “Business interruption loss”; and
6. “Catastrophe management costs”.

Coverage B.

7. A monetary judgment, award or settlement of compensatory damages arising from “bodily injury”, “property damage” or “remediation costs”, including associated “extra damages”;
8. “Legal defense expense”;
9. “First-party remediation costs”;
10. “Emergency response costs”; and
11. “Catastrophe management costs”.

Coverage C.

12. A monetary judgment, award or settlement of compensatory damages arising from “bodily injury”, “property damage” or “remediation costs”, including associated “extra damages” and “legal defense expense”; and
13. “Catastrophe management costs”.

Supplemental Coverages

Any other liability or first-party exposure insured pursuant to any Supplemental Coverage added by endorsement to this Policy.

EE. “Low-level radioactive waste” means waste that is radioactive but not classified as the following: high-level waste (spent nuclear fuel or the highly radioactive waste produced if spent fuel is reprocessed),

uranium milling residues, and waste with greater than specified quantities of elements heavier than uranium.

FF. “Mediation” means a conciliatory, non-binding attempt to resolve a “claim” using a neutral, third-party facilitator.

GG. “Mixed waste” means waste containing both radioactive and hazardous components as defined pursuant to United States law within the Atomic Energy Act and the Resource Conservation and Recovery Act, as either may be amended.

HH. “Named insured” means the “first named insured” and any other person or entity specifically endorsed onto this Policy as a “named insured”, if any. “Named insureds” shall maintain the same rights pursuant to this Policy as the “first named insured”, except for those rights specifically: **1)** reserved to the “first named insured” as defined herein; or **2)** limited by endorsement to this Policy.

II. “Natural resource damage” means injury to, destruction of, or loss of, including the resulting loss of value of, fish, wildlife, biota, land, air, water, groundwater, drinking water supplies, and other such resources belonging to, managed by, held in trust by, appertaining to, or otherwise controlled by the United States of America (including the resources of the fishery conservation zone established by the Magnuson-Stevens Fishery Conservation and Management Act (16 U.S.C. § 1801 et. seq.)), any state, commonwealth or local government, or any Native American Tribe, or, if such resources are subject to a trust restriction on alienation, any members of any Native American Tribe, including the reasonable costs of assessing such injury, destruction or loss resulting therefrom.

JJ. “Non-owned disposal site” means:

- 1.** Any treatment, storage, transfer, disposal or recycling site or facility located within the United States of America that has not at any time been owned or operated, in whole or in part, by any “insured”, which receives, or has historically received, a “named insured’s” waste for disposal; provided that such treatment, storage, transfer, disposal or recycling site or facility:
 - a.** Was properly permitted and licensed pursuant to “environmental law” to accept the “named insured’s” waste at the time of such disposal by the Federal, state, commonwealth, municipal or other local government agencies or bodies with applicable jurisdiction;
 - b.** Was not owned or operated by any person, corporation or unincorporated association that was in bankruptcy at the time the “named insured’s” waste was received for disposal; and
 - c.** Has not, prior to the time the “named insured’s” waste was received for disposal, been identified on the United States EPA (CERCLA) National Priorities List or pursuant to any functional equivalent of that list made by Federal, state, commonwealth, municipal or other local government agency or body with applicable jurisdiction pursuant to “environmental law”, or
- 2.** Any treatment, storage, transfer, disposal or recycling site or facility specifically identified on a Schedule of Non-Owned Disposal Sites Endorsement attached to this Policy, if any.

KK. “Policy period” means:

- 1.** The period of time specifically identified in Item **2.** of the Declarations to this Policy; or,
- 2.** Solely with respect to “covered locations” added to this Policy during the period of time specifically identified in Item **2.** of the Declarations to the Policy, if any, the period of time following the effective date of such addition through the expiration date of the Policy identified in Item **2.** of the Declarations to this Policy; or
- 3.** Any shorter period of time resulting from the cancellation of this Policy.

LL. “Pollution condition” means:

- 1.** “Illicit abandonment”; or
- 2.** The discharge, dispersal, release, escape, migration, or seepage of any solid, liquid, gaseous or thermal irritant, contaminant, or pollutant, including soil, silt, sedimentation, smoke, soot, vapors,

fumes, acids, alkalis, chemicals, electromagnetic fields (EMFs), hazardous substances, hazardous materials, waste materials, “low-level radioactive waste”, “mixed waste” and medical, red bag, infectious or pathological wastes, on, in, into, or upon land and structures thereupon, the atmosphere, surface water, or groundwater.

MM. “Property damage” means:

1. Physical injury to, or destruction of, tangible property of a third-party, including all resulting loss of use of that property;
2. Loss of use of tangible property of a third-party, that is not physically injured or destroyed;
3. Diminished value of tangible property owned by a third-party; or
4. “Natural resource damages”.

“Property damage” does not mean “remediation costs”.

NN. “Remediation costs” means expenses incurred to investigate, quantify, monitor, remove, dispose, treat, neutralize, or immobilize “pollution conditions” or “indoor environmental conditions” to the extent required by “environmental law” in the jurisdiction of such “pollution conditions” or “indoor environmental conditions”.

OO. “Rental income” means the actual rental fees lost as a result of a “suspension” of a rented “covered location”.

PP. “Responsible person” means any employee of an “insured” responsible for environmental affairs, control, or compliance at a “covered location”, or any “key executive” of, officer or director of, or partner in, an “insured”.

QQ. “Self-insured retention” means the largest applicable dollar amount among triggered coverage parts identified in Item 4. of the Declarations to this Policy, or as otherwise designated by endorsement to this Policy, if any.

RR. “Suspension” means that part of, or all of, a rented “covered location” is rendered untenable for the purposes identified to the Insurer prior to the inception date of this Policy due to a “pollution condition” or “indoor environmental condition”.

SS. “Terrorism” means activities against persons, organizations or property of any nature:

1. That involve 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. When one or both of the following applies:
 - a. The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
 - b. It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

TT. “Transportation” means the movement of an “insured’s” waste, materials, goods or products to or from a “covered location” by automobile, aircraft, watercraft, railcar or other conveyance, including any associated loading or unloading thereof, by an “insured”, or any third-party vendor engaged by an “insured” in the business of transporting property for hire, provided that any such movement, and associated loading and unloading activities, are performed beyond the boundaries of a “covered location”.

UU. “Underground storage tank” means any tank and associated piping and appurtenances connected thereto which tank has more than ten percent (10%) of its volume below ground.

“Underground storage tank” does not mean:

1. Any flow-through process tank, including, but not limited to, a septic tank, oil/water separator, sump, or any stormwater or wastewater collection/treatment vessel or system; or
2. Any tank that is located below ground, provided that such tank is located on or above the floor of a basement of a building or on or above the floor of any shaft or tunnel.

VV. “War” means war, whether or not declared, civil war, martial law, insurrection, revolution, invasion, bombardment or any use of military force, usurped power or confiscation, nationalization or damage of property by any government, military or other authority.

VI. EXCLUSIONS

This insurance shall not apply to:

A. Asbestos

“Loss” arising out of or related to asbestos or asbestos-containing materials.

This exclusion shall not apply to:

1. Monetary judgments, awards or settlements of compensatory damages resulting from “bodily injury” or “property damage”, or any associated “extra damages” or “legal defense expenses”;
2. Monetary judgments, awards or settlements of compensatory damages resulting from “remediation costs”, or any associated “extra damages” or “legal defense expense”, arising out of asbestos or asbestos-containing materials discovered in soil or groundwater; and
3. “First-party remediation costs”, “emergency response costs”, “catastrophe management costs” or “business interruption loss”, or any associated “legal defense expense”, resulting from “first-party claims” arising out of asbestos or asbestos-containing materials discovered in soil or groundwater.

B. Contractual Liability

“Loss” arising out of or related to liability of others assumed by any “insured” through contract or agreement, except if the liability would have attached to the “insured” in the absence of such contract or agreement.

This exclusion shall not apply to “environmental indemnity obligations”.

C. Criminal Fines and Criminal Penalties

“Loss” arising out of or related to criminal fines, criminal penalties or criminal assessments.

D. Divested Property

“Loss” arising out of or related to a “pollution condition” on, at, under or migrating from, or “indoor environmental condition” at, any “covered location”:

1. That had been sold, abandoned, or given away by any “insured”, or was condemned (collectively hereinafter Divested), prior to the “policy period”; or
2. When such “pollution condition” or “indoor environmental condition” first commenced after the “covered location” had been Divested.

This exclusion shall not apply to any “pollution conditions” or “indoor environmental conditions” that first commenced, in whole or in part, prior to the effective date that any such “covered location” was Divested as identified on the Divested Properties Coverage Endorsement attached to this Policy, if any.

E. Employers Liability

“Claims” arising out of or related to “bodily injury” to:

1. Any “insured” or any employee of its parent corporation, subsidiary or affiliate:
 - a. Arising out of, or in the course of, employment by any “insured”, its parent corporation, subsidiary or affiliate; or

- b.** Performing duties related to the conduct of the business of any “insured”, its parent corporation, subsidiary or affiliate.
- 2.** The spouse, child, parent, brother or sister of any “insured” or employee of its parent corporation, subsidiary or affiliate as a consequence of Paragraph **1.**, above.

This exclusion applies:

- 1.** Whether any “insured” may be liable as an employer or in any other capacity; and
- 2.** To any obligation to share damages with or repay someone else who must pay damages because of such “bodily injury”.

F. First-Party Property Damage

“Loss” arising out of or related to damage to real or personal property owned by, leased to, loaned to, or rented by any “insured”, or otherwise in the care, custody, or control of any “insured”.

This exclusion shall not apply to “first-party remediation costs”, “emergency response costs”, “business interruption loss” and “catastrophe management costs”.

G. Fraud or Misrepresentation

“Loss” arising out of or related to:

- 1.** Fraudulent acts or material misrepresentations on the part of the “first named insured” made:
 - a.** Within an Application to this Policy; or
 - b.** During the Application or underwriting process prior to the inception date of this Policy, which would have affected the Insurer’s decision to either issue this Policy, or issue this Policy and its endorsements pursuant to the financial terms identified in the Declarations to this Policy; or
- 2.** Fraudulent acts or material misrepresentations on the part of any “responsible person” during the “policy period”.

H. Insured’s Internal Expenses

“Loss” arising out of or related to expenses incurred by any “insured” for services performed by its salaried staff and any employees.

This exclusion shall not apply to:

- 1.** “Emergency response costs”, along with any associated “catastrophe management costs” incurred during that same seven (7) day period; or
- 2.** Any other costs, charges or expenses incurred with the prior approval of the Insurer at its sole discretion.

I. Insured vs. Insured

“Claims” made by any “insured” against any other “insured”.

This exclusion shall not apply to:

- 1.** “Claims” initiated by third-parties, including cross claims, counterclaims or claims for contribution by such parties against any “insured”; or
- 2.** “Claims” that arise out of an indemnification provided by one “insured” to another “insured” in an “environmental indemnity obligation”.

J. Intentional Non-Compliance

“Loss” arising out of or related to the intentional disregard of, or knowing, willful, or deliberate non-compliance with, any law, statute, regulation, administrative complaint, notice of violation, notice letter, instruction of any governmental agency or body, or any executive, judicial or administrative order, by, or at the direction of, any “responsible person”.

K. Known Conditions

“Loss” arising out of or related to “pollution conditions” or “indoor environmental conditions” in existence and reported to a “responsible person”:

1. Prior to the “policy period”; or,
2. Solely with respect to “covered locations” added to this Policy during the period of time specifically identified in Item 2. of the Declarations to the Policy, if any, prior to the effective date of coverage for such “covered location”,

and not affirmatively disclosed to the Insurer in an Application or supplemental underwriting materials provided to the Insurer to secure coverage for such “covered location” pursuant to this Policy.

L. Lead-Based Paint

“Loss” arising out of or related to lead-based paint.

This exclusion shall not apply to:

1. Monetary judgments, awards or settlements of compensatory damages resulting from “bodily injury” or “property damage”, or any associated “extra damages” or “legal defense expenses”;
2. Monetary judgments, awards or settlements of compensatory damages resulting from “remediation costs”, or any associated “extra damages” or “legal defense expenses”, arising out of lead-based paint discovered in soil or groundwater; and
3. “First-party remediation costs”, “emergency response costs”, “catastrophe management costs” or “business interruption loss”, or any associated “legal defense expense”, resulting from “first-party claims” arising out of lead-based paint discovered in soil or groundwater.

M. Material Change in Risk

“Loss” arising out of or related to a change in the use or operations at a “covered location” that materially increases the likelihood or severity of a “pollution condition”, “indoor environmental condition”, “claim” or “first-party claim” from the intended uses or operations identified:

1. By the “first named insured” for the Insurer in an Application or supplemental underwriting materials provided prior to the effective date of coverage for such “covered location”, if any; or
2. Solely with respect to “covered locations” added to the Policy pursuant to an Automatic Acquisition and Due Diligence Endorsement attached to this Policy, if any, as part of the due diligence materials and supplemental underwriting materials provided to the Insurer as part of the notice required pursuant to that endorsement, if any.

This exclusion shall only apply to the “covered location” associated with the change in use or operations and shall not limit coverage for other “covered locations” to which this insurance applies.

N. Non-Owned Disposal Sites

“Loss” arising out of or related to “pollution conditions” on, at, under or migrating from any treatment, storage, disposal, transfer or recycling site or facility that is not a “non-owned disposal site”.

O. Underground Storage Tanks

“Loss” arising out of or related to “pollution conditions” emanating from an “underground storage tank” located at a “covered location”, when the existence of such “underground storage tank” was known to a “responsible person”:

1. Prior to the “policy period”; or,
2. Solely with respect to “underground storage tanks” situated at “covered locations” added to this Policy during the “policy period”, prior to the effective date of coverage for such “covered location”.

This exclusion shall not apply to any “underground storage tank” that:

1. Is identified on the Schedule of Underground Storage Tanks Endorsement or Schedule of Covered Storage Tanks (Financial Responsibility) Endorsement attached to this Policy, if any; or
2. Has been removed or closed-in-place prior to the inception date of this Policy and such removal or closure was conducted in accordance with “environmental law”.

P. Vehicle Damage

“Claims” or associated “legal defense expense” for “property damage” to any automobile, aircraft, watercraft, railcar or other conveyance utilized for “transportation”.

Q. War or Terrorism

“Loss” arising out of or related to “pollution conditions” or “indoor environmental conditions” attributable, whether directly or indirectly, to any acts that involve, or that involve preparation for, “war” or “terrorism” regardless of any other cause or event that contributes concurrently or in any sequence to the injury or damage.

R. Workers’ Compensation

“Loss” arising out of or related to any obligation of any “insured” pursuant to the Jones Act or any workers’ compensation, unemployment compensation, or disability benefits law or related laws.

VII. REPORTING AND COOPERATION

- A.** Without limiting the specific requirements contained in any Insuring Agreement or any other exposure-specific reporting requirements contained within this Policy, the “insured” shall also see to it that the Insurer receives notice of any “claim” or “first-party claim”, as soon as practicable, by one or more of the following:

1. Provide written notice to the address, fax number, or email address identified in Item **8.a.** of the Declarations to this Policy; or
2. Provide verbal or electronic notice utilizing the **Environmental Incident Alert 24-hour Emergency Response and Incident Reporting System** by calling the telephone number identified in Item **8.** of the Declarations to this Policy or by using the associated telephone web application, respectively.

Such notice should include reasonably detailed information as to:

1. The identity of the “insured”, including contact information for an appropriate person to contact regarding the handling of the “claim” or “first-party claim”;
2. The identity of the “covered location”;
3. The nature of the “claim” or “first-party claim”; and
4. Any steps undertaken by the “insured” to respond to the “claim” or “first-party claim”.

- B.** The “insured” must:

1. As soon as practicable, send the Insurer copies of any demands, notices, summonses or legal papers received in connection with any “claim”;
2. Authorize the Insurer to obtain records and other information;
3. Cooperate with the Insurer in the investigation, settlement or defense of the “claim”;
4. Assist the Insurer, upon the Insurer’s request, in the enforcement of any right against any person or organization which may be liable to the “insured” because of “loss” to which this Policy may apply; and
5. Provide the Insurer with such information and cooperation as it may reasonably require.

- C.** No “insured” shall make or authorize an admission of liability or attempt to settle or otherwise dispose of any “claim”, without the written consent of the Insurer. Nor shall any “insured” retain any consultants or

“catastrophe management firms”, or incur any “first-party remediation costs” or “catastrophe management costs” with respect to a “first-party claim”, without the prior consent of the Insurer, except for “emergency response costs”.

- D.** Upon the discovery of a “pollution condition” or “indoor environmental condition”, the “insured” shall make every attempt to mitigate any loss and comply with applicable “environmental law”. The Insurer shall have the right, but not the duty, to mitigate such “pollution conditions” or “indoor environmental condition” if, in the sole judgment of the Insurer, the “insured” fails to take reasonable steps to do so. In that event, any “remediation costs” or “catastrophe management costs” incurred by the Insurer shall be deemed incurred by the “insured”, and shall be subject to the “self-insured retention” and Limits of Liability identified in the Declarations to this Policy.

For the purposes of fulfilling the notice requirements contained in the Insuring Agreements to this Policy, notice supplied pursuant to one or more of the verbal or electronic notice mechanisms specifically contemplated in Subsection **A.**, above, or on the Declarations, shall constitute written notice to the Insurer.

VIII. EXTENDED REPORTING PERIOD

- A.** Provided the “first named insured” has not purchased any other insurance to replace this Policy, the “first named insured” shall be entitled to a basic “extended reporting period”, and may purchase an optional supplemental “extended reporting period”, following Cancellation, as described in Subsection **A.**, Paragraph **1.** of Section **IX.**, **GENERAL CONDITIONS**, or nonrenewal of this Policy, in accordance with the terms and conditions described in Subsections **B.** through **D.**, below.
- B.** “Extended reporting periods” shall not reinstate or increase any of the Limits of Liability. “Extended reporting periods” shall not extend the “policy period” or change the scope of coverage provided. A “claim” first made against an “insured” and reported to the Insurer within the basic “extended reporting period” or supplemental “extended reporting period”, whichever is applicable, shall be deemed to have been made and reported on the last day of the “policy period”. In addition, if an “insured” first discovers a “pollution condition” or “indoor environmental condition” during the “policy period” and reports such “first-party claim” to the Insurer within the basic “extended reporting period” or supplemental “extended reporting period”, whichever is applicable, then such “first-party claim” shall also be deemed to have been first discovered and reported on the last day of the “policy period”.
- C.** The “first named insured” shall have a ninety (90) day basic “extended reporting period” without additional charge.
- D.** The “first named insured” shall also be entitled to purchase a supplemental “extended reporting period” of up to thirty-three (33) months for not more than two hundred percent (200%) of the full premium identified in Item **6.** of the Declarations to this Policy, and any additional premiums resulting from coverage added during the “policy period”. Such supplemental “extended reporting period” starts when the basic “extended reporting period” ends. The Insurer shall issue an endorsement providing a supplemental “extended reporting period” provided that the “first named insured”:
- 1.** Makes a written request, to the address identified in Item **8.b.** of the Declarations to this Policy, for such endorsement which the Insurer receives prior to the expiration of the “policy period”; and
 - 2.** Pays the additional premium when due. If that additional premium is paid when due, the supplemental “extended reporting period” may not be cancelled, provided that all other terms and conditions of the Policy are met.

IX. GENERAL CONDITIONS

A. Cancellation

- 1.** This Policy may be cancelled only by the “first named insured”, or through the “first named insured’s” agent, by mailing to the Insurer at the address identified in Item **8.b.** of the Declarations to this Policy, written notice stating when such cancellation shall be effective.
- 2.** This Policy may be cancelled by the Insurer for the following reasons:
 - a.** Non-payment of premium; or

b. Fraud or material misrepresentation on the part of any “insured”,

by mailing to the “first named insured” at the “first named insured’s” last known address, written notice stating when, not less than sixty (60) days thereafter, fifteen (15) days if cancellation is for non-payment of any unpaid portion of the premium, such cancellation shall be effective. The mailing of notice shall be sufficient proof of notice. The effective date and hour of cancellation stated in the notice shall be the end of the “policy period”.

Subparagraph **2.b.**, herein, shall apply only to that “insured” that engages in the fraud or misrepresentation. This exception shall not apply to any “insured” that is a parent corporation, subsidiary, employer of, or otherwise affiliated by ownership with, such “insured”.

- 3.** In the event of cancellation, the premium percentage identified in Item **6.** of the Declarations to this Policy shall be the minimum-earned premium upon the inception date of this Policy. Thereafter, the remaining unearned premium, if any, shall be deemed earned by the Insurer on a *pro rata* basis over the remainder of the “policy period”. Any unearned premium amounts due the “first named insured” upon cancellation of this Policy shall be calculated on a *pro rata* basis and refunded within thirty (30) days of the effective date of cancellation.

B. Inspection and Audit

To the extent of the “insured’s” ability to provide such access, and with reasonable notice to the “insured”, the Insurer shall be permitted, but not obligated, to inspect and sample the “covered locations”. The “insured” shall have the concurrent right to collect split samples. Neither the Insurer’s right to make inspections, the making of said inspections, nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of the “insured” or others, to determine or warrant that such property or operations are safe or in compliance with “environmental law”, or any other law.

The Insurer may examine and audit the “insured’s” books and records during this “policy period” and extensions thereof and within three (3) years after the final termination of this Policy.

C. Legal Action Against the Insurer

No person or organization other than an “insured” has a right pursuant to this Policy:

- 1.** To join the Insurer as a party or otherwise bring the Insurer into a suit against any “insured”; or
- 2.** To sue the Insurer in connection with this insurance unless all of the Policy terms have been fully complied with.

A person or organization may sue the Insurer to recover after an agreed settlement or on a final judgment against an “insured”. However, the Insurer shall not be liable for amounts that are not payable pursuant to the terms of this Policy or that are in excess of the applicable Limit of Liability. An agreed settlement means a settlement and release of liability signed by the Insurer, the “insured”, and the claimant or the claimant’s legal representative.

D. Bankruptcy

The insolvency or bankruptcy of any “insured”, or any “insured’s” estate, shall not relieve the Insurer of its obligations pursuant to this Policy. However, any such insolvency or bankruptcy of the “insured”, or the “insured’s” estate, shall not relieve the “insured” of its “self-insured retention” or deductible period obligations pursuant to this Policy. This insurance shall not replace any other insurance to which this Policy is excess, nor shall this Policy drop down to be primary, in the event of the insolvency or bankruptcy of any underlying insurer.

E. Subrogation

In the event of any payment pursuant to this Policy by the Insurer, the Insurer shall be subrogated to all of the rights of recovery against any person or organization, and the “insured” shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. All “insureds” shall do nothing to prejudice such rights. Any recovery as a result of subrogation proceedings arising pursuant to this Policy shall accrue first to the “insureds” to the extent of any payments in excess of the limit of coverage; then to the Insurer to the extent of its payment pursuant to the Policy; and then to the “insured”

to the extent of the “self-insured retention”. Expenses incurred in such subrogation proceedings shall be apportioned among the interested parties in the recovery in the proportion that each interested party's share in the recovery bears to the total recovery.

F. Representations

By accepting this Policy, the “first named insured” agrees that:

1. The statements in the Declarations, schedules and endorsements to, and Application for, this Policy are accurate and complete;
2. Those statements and representations constitute warranties that the “first named insured” made to the Insurer; and
3. This Policy has been issued in reliance upon the “first named insured’s” warranties.

G. Separation of Insureds

Except with respect to the Limits of Liability, Cancellation condition **2.a.**, and any applicable exclusions, this Policy applies:

1. As if each “named insured” were the only “insured”; and
2. Separately to each “named insured” against whom a “claim” is made,

and any fraud, misrepresentation, breach of a condition or violation of any duty (hereinafter Breach) by an “insured” shall not prejudice coverage for any “named insured” pursuant to this Policy, provided that: **1)** such “named insured” did not participate in, know of or assist in such Breach; and **2)** such “named insured” is not a parent, subsidiary, partner, member, director, officer of, employer of or otherwise affiliated with, the “insured” that committed such Breach.

H. Other Insurance

If other valid and collectible insurance is available to any “insured” covering “loss” also covered by this Policy, other than a policy that is specifically written to apply in excess of this Policy, the insurance afforded by this Policy shall apply in excess of and shall not contribute with such other insurance.

I. Changes and Assignment

Notice to or knowledge possessed by any person shall not effect waiver or change in any part of this Policy or estop the Insurer from asserting any right pursuant to the terms of this Policy. The terms, definitions, conditions, exclusions and limitations of this Policy shall not be waived or changed, and no assignment of any interest in this Policy shall bind the Insurer, except as provided by endorsement and attached to this Policy.

J. Headings

The descriptions in the headings and sub-headings of this Policy are inserted solely for convenience and do not constitute any part of the terms or conditions hereof.

K. Consent

Where the consent of the Insurer, or an “insured”, is required pursuant to this Policy, such consent shall not be unreasonably withheld, delayed, conditioned, or denied.

ASBESTOS AND/OR LEAD-BASED PAINT COVERAGE (INADVERTENT DISTURBANCE) ENDORSEMENT

Named Insured City of Hollywood, Florida			Endorsement Number 001
Policy Symbol PPL	Policy Number SpecimenPolicy	Policy Period 10/01/2020 to 10/01/2021	Effective Date of Endorsement 10/01/2020
Issued By (Name of Insurance Company) Illinois Union Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Solely to the extent that there is an X indicated in either Section I. or Section II. of this Endorsement, below, the “insured” and the Insurer hereby agree to the following corresponding changes to this Policy:

- I. ☒ Section VI., **EXCLUSIONS**, Subsection A., **Asbestos**, of this Policy is hereby deleted in its entirety and replaced with the following:

A. Asbestos

“Loss” arising out of or related to asbestos or asbestos-containing materials.

This exclusion shall not apply to:

1. Monetary judgments, awards or settlements of compensatory damages resulting from “bodily injury” or “property damage”, or any associated “extra damages” or “legal defense expenses”;
2. Monetary judgments, awards or settlements of compensatory damages resulting from “remediation costs”, or any associated “extra damages” or “legal defense expense”, arising out of asbestos or asbestos-containing materials discovered in soil or groundwater;
3. “First-party remediation costs”, “emergency response costs”, “catastrophe management costs” or “business interruption loss”, or any associated “legal defense expense”, resulting from “first-party claims” arising out of asbestos or asbestos-containing materials discovered in soil or groundwater; and
4. “First-party remediation costs” and “emergency response costs”, arising out of asbestos or asbestos-containing material, provided such “remediation costs” are the result of a “pollution condition” that:
 - a. First commence, in their entirety, during the “policy period” or within six (6) calendar days preceding the “policy period”;
 - b. Do not arise out of or relate to any “pollution conditions” which existed, in whole or in part, prior to 09/25/2020 ;
 - c. Are unintended and unexpected from the standpoint of the “insured”;
 - d. Are sudden, direct, and immediate;
 - e. Are first discovered by the “insured” within seven (7) calendar days of commencement and during the “policy period”; and
 - f. Are reported to the Insurer within twenty-one (21) calendar days following the discovery of such “pollution conditions” by the “insured”.

Notwithstanding any reporting obligations contained in Section I., **INSURING AGREEMENTS**, or Section VII., **REPORTING AND COOPERATION**, of this Policy, generally, it is a condition precedent to coverage pursuant to this Exception 4. that the “insured” also provide conclusive documentation of strict compliance with requirements a. through f..

above, regardless of whether the Insurer was prejudiced by the failure to meet these requirements.

Notwithstanding anything stated in this Exception 4., above, coverage is not afforded pursuant to this Policy for any “first-party remediation costs” arising out of or related to asbestos or asbestos-containing material abatement, removal, or disposal, resulting from, in whole or in part, the maintenance, renovation, or physical improvement of a “covered location” where asbestos or asbestos-containing material was known to be present by a “responsible person”.

- II. ☒ Section VI., **EXCLUSIONS**, Subsection L., **Lead-Based Paint**, of this Policy is hereby deleted in its entirety and replaced with the following:

L. Lead-Based Paint

“Loss” arising out of or related to lead-based paint.

This exclusion shall not apply to:

1. Monetary judgments, awards or settlements of compensatory damages resulting from “bodily injury” or “property damage”, or any associated “extra damages” or “legal defense
2. Monetary judgments, awards or settlements of compensatory damages resulting from “remediation costs”, or any associated “extra damages” or “legal defense expense”, arising out of lead-based paint materials discovered in soil or groundwater;
3. “First-party remediation costs”, “emergency response costs”, “catastrophe management costs” or “business interruption loss”, or any associated “legal defense expense”, resulting from “first-party claims” arising out of lead-based paint discovered in soil or groundwater; and
4. “First-party remediation costs” and “emergency response costs”, arising out of lead-based paint, provided such “remediation costs” are the result of a “pollution condition” that:
 - a. First commence, in their entirety, during the “policy period” or within six (6) calendar days preceding the “policy period”;
 - b. Do not arise out of or relate to any “pollution conditions” which existed, in whole or in part, prior to 09/25/2020 ;
 - c. Are unintended and unexpected from the standpoint of the “insured”;
 - d. Are sudden, direct, and immediate;
 - e. Are first discovered by the “insured” within seven (7) calendar days of commencement and during the “policy period”; and
 - f. Are reported to the Insurer within twenty-one (21) calendar days following the discovery of such “pollution conditions” by the “insured”.

Notwithstanding any reporting obligations contained in Section I., INSURING AGREEMENTS, or Section VII., REPORTING AND COOPERATION, of this Policy, generally, it is a condition precedent to coverage pursuant to this Exception 4. that the “insured” also provide conclusive documentation of strict compliance with requirements a. through f., above, regardless of whether the Insurer was prejudiced by the failure to meet these requirements.

Notwithstanding anything stated in this Exception 4., above, coverage is not afforded pursuant to this Policy for any “first-party remediation costs” arising out of or related to lead-based paint abatement, removal, or disposal, resulting from, in whole or in part, the maintenance, renovation, or physical improvement of a “covered location” where lead-based paint was known to be present by a “responsible person”.

III. Sublimits of Liability (☒ Not applicable if **X** indicated herein)

Per Asbestos/Lead Condition Sublimit of Liability: \$

Aggregate Asbestos/Lead Conditions Sublimit of Liability: \$

The amount that the Insurer shall pay pursuant to this Policy for the coverage afforded pursuant to Exception **4.**, of each exclusion above (as applicable) is subject to the Per Asbestos/Lead Condition Sublimit of Liability and Aggregate Asbestos/Lead Conditions Sublimit of Liability identified above. These Sublimits of Liability shall be subject to, and payments made within these Sublimits of Liability shall erode, the Limits of Liability identified in Item **3.** of the Declarations to this Policy, along with any other applicable exposure-specific Limits or Sublimits of Liability added by endorsement hereto. Under no circumstance shall the Insurer be liable to pay any amount in excess of any applicable Limit or Sublimit of Liability.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

DEDICATED DEFENSE AGGREGATE LIMIT ENDORSEMENT

Named Insured City of Hollywood, Florida			Endorsement Number 002
Policy Symbol PPL	Policy Number SpecimenPolicy	Policy Period 10/01/2020 to 10/01/2021	Effective Date of Endorsement 10/01/2020
Issued By (Name of Insurance Company) Illinois Union Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

The “insured” and the Insurer hereby agree to the following changes to this Policy:

I. Dedicated Defense Aggregate Limit of Liability

\$250,000 shall be the Dedicated Defense Aggregate Limit of Liability applicable to “legal defense expense” covered pursuant to this Policy. Therefore, subject to the exhaustion and further indemnity limit erosion scenario contemplated in Sections **II.** and **III.** of this Endorsement, this Dedicated Defense Aggregate Limit of Liability shall be the maximum amount the Insurer shall pay for all “legal defense expense” arising out of “claims” to which this insurance applies. Notwithstanding the foregoing, all “legal defense expense” payable pursuant to this Policy, including any payments for “legal defense expense” within the Dedicated Defense Aggregate Limit of Liability, above, shall remain subject to the “named insureds” prior fulfillment of the “self-insured retention” obligation within this Policy.

II. Section **III., **DEFENSE AND SETTLEMENT**, Subsection **D.**, of this Policy is hereby deleted in its entirety and replaced with the following:**

D. “Legal defense expenses” reduce the Dedicated Defense Aggregate Limit of Liability identified in the Dedicated Defense Aggregate Limit Endorsement and, with respect to additional “legal defense expense” incurred following exhaustion thereof, if any, the Limits of Liability identified in Item **3.** of the Declarations of this Policy, along with any applicable Limits or Sublimits of Liability identified in any endorsement hereto. “Legal defense expense” shall also be applied to the “self-insured retention”.

III. Section **III., **DEFENSE AND SETTLEMENT**, of this Policy is hereby amended by addition of the following:**

F. In the event that the Dedicated Defense Aggregate Limit of Liability identified in the Dedicated Defense Aggregate Limit Endorsement is exhausted, the Insurer shall retain the right and, subject to Subsections **A.** and **E.**, above, the duty to defend the insured” against all ongoing and future “claims” to which this insurance applies. Following such exhaustion event, any “legal defense expense” incurred by the Insurer shall reduce the Limits of Liability identified in Item **3.** of the Declarations to this Policy, along with any applicable Limits or Sublimits of Liability identified in any endorsement hereto.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

LANDFILL AND ODORS EXCLUSIONARY ENDORSEMENT

Named Insured City of Hollywood, Florida			Endorsement Number 003
Policy Symbol PPL	Policy Number SpecimenPolicy	Policy Period 10/01/2020 to 10/01/2021	Effective Date of Endorsement 10/01/2020
Issued By (Name of Insurance Company) Illinois Union Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

The “insured” and the Insurer hereby agree to the following changes to this Policy:

I. Section V., DEFINITIONS, Subsection LL., of this Policy is hereby amended by addition of the following:

Notwithstanding the foregoing, “pollution condition” does not mean any such discharge, dispersal, release, escape, migration, or seepage on, in, into or upon the atmosphere on, at or under a “covered location” (hereinafter On-Site Air), but solely to the extent that such affected On-Site Air migrates beyond the boundary of the “covered location”.

II. Section VI. EXCLUSIONS, of this policy is hereby amended by addition of the following:**Odors and Atmospheric Migration**

“Loss” arising out of or related to the migration of any portion of On-Site Air beyond the boundaries of a “covered location”, including any attendant solid, liquid, gaseous or thermal irritant, contaminant or pollutant that might have affected, or be present within, such migrating portion of the On-Site Air.

On-Site Landfill Materials

“Loss” arising out of or related to waste materials associated with any landfill, pit, pond or lagoon located, in whole or in part, on, at, under or within the boundaries of a “covered location”.

This exclusion shall not apply to:

1. That portion of any “pollution condition” that has migrated from such landfill, pit, pond or lagoon and beyond the boundaries of a “covered location”; or
2. Monetary judgments, awards or settlements of compensatory damages for “bodily injury” or “property damage”, including any associated “extra damages” or “legal defense expense”.

Landfill Operations

“Loss” arising out of or related to:

1. Monitoring, including, but not limited to, groundwater, gas, or leachate monitoring associated with any landfill, pit, pond or lagoon; or
2. Any maintenance, repair, improvement, or replacement of any liner, cap or other engineering control associated with any landfill, pit, pond or lagoon; or
3. Any operational activities with respect to groundwater, gas, or leachate collection, treatment, or disposal associated with any landfill, pit, pond or lagoon; or
4. Any site closure or post-closure activities, including, but not limited to, on-going or long-term groundwater, gas, or leachate collection, treatment or disposal associated with the landfill, pit, pond or lagoon.

This exclusion shall not apply to monetary judgments, awards or settlements of compensatory damages for “bodily injury” or “property damage”, including any associated “extra damages” or “legal defense expense”, arising out of “pollution conditions” resulting from, but not the subject of, such activities.

III. ☐ Location-Specific Endorsement Application

Solely to the extent that there is an **X** indicated in this Section **III.**, above, the “insured” and the Insurer hereby agree to the modifications identified in Sections **I.** and **II.** of this Endorsement only apply to “pollution conditions” or “indoor environmental conditions” associated with the “covered locations” specifically identified in the Schedule of Covered Locations, below:

Schedule of Covered Locations

.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

LEAD EXCLUSIONARY (POTABLE WATER) ENDORSEMENT

Named Insured City of Hollywood, Florida			Endorsement Number 004
Policy Symbol PPL	Policy Number SpecimenPolicy	Policy Period 10/01/2020 to 10/01/2021	Effective Date of Endorsement 10/01/2020
Issued By (Name of Insurance Company) Illinois Union Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

The “insured” and the Insurer hereby agree to the following changes to this Policy:

Section **VI., EXCLUSIONS**, of this Policy is hereby amended by addition of the following:

Lead Contaminated Water

“Loss” arising out of or related to “pollution conditions” involving, in whole or in part, lead within potable water, regardless of whether any such “pollution conditions” have otherwise been affirmatively disclosed to the Insurer in an Application for coverage pursuant to this Policy.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

MAINTENANCE, UPGRADES, IMPROVEMENTS, OR INSTALLATIONS EXCLUSIONARY ENDORSEMENT

Named Insured City of Hollywood, Florida			Endorsement Number 005
Policy Symbol PPL	Policy Number SpecimenPolicy	Policy Period 10/01/2020 to 10/01/2021	Effective Date of Endorsement 10/01/2020
Issued By (Name of Insurance Company) Illinois Union Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

The “insured” and the Insurer hereby agree to the following changes to this Policy:

Maintenance, Upgrades, Improvements or Installations

“Loss” arising out of or related to purchasing, installing, maintaining, upgrading, improving or operating of any pollution, environmental, discharge or emission control equipment or processes, including, but not limited to, stormwater discharge controls, on, at, under, or within the boundaries of, a “covered location”, along with any associated “legal defense expense” or “business interruption loss”. This exclusion shall apply even if any such maintenance, upgrade, improvement or installation is required:

1. By "environmental law" or "government action"; or
2. As a result of a "claim" arising out of or related to a "pollution condition" or "indoor environmental condition".

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

REMEDATION COSTS EXCLUSIONARY (ON-SITE PREMISES POLLUTION AND INDOOR ENVIRONMENTAL CONDITIONS) ENDORSEMENT

Named Insured City of Hollywood, Florida			Endorsement Number 006
Policy Symbol PPL	Policy Number SpecimenPolicy	Policy Period 10/01/2020 to 10/01/2021	Effective Date of Endorsement 10/01/2020
Issued By (Name of Insurance Company) Illinois Union Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

The “insured” and the Insurer hereby agree to the following changes to this Policy:

I. Section VI., EXCLUSIONS, of this Policy is hereby amended to include the addition of the following:

On-Site Remediation Costs and Interruption

1. Monetary judgments, awards or settlements of compensatory damages for “remediation costs”, including associated “extra damages” or “legal defense expense”; and
2. “First-party remediation costs”, exclusive of “emergency response costs”, along with any associated “legal defense expense” or “business interruption loss”,

arising out of or related to: **a)** that part of a “pollution condition” that is on, at or under, but within the boundaries of; or **b)** an “indoor environmental condition” at, a “covered location”.

II. ☐ Pre-Existing Conditions Endorsement Application

Solely to the extent that there is an **X** indicated in this Section **II.**, above, the “insured” and the Insurer hereby agree that the modifications identified in Section **I.** of this Endorsement only apply to “pollution conditions” or “indoor environmental conditions” that first commence, in whole or in part, prior to .

III. ☒ Location-Specific Endorsement Application

Solely to the extent that there is an **X** indicated in this Section **III.**, above, the “insured” and the Insurer hereby agree that the modifications identified in Sections **I.** of this Endorsement only apply to “pollution conditions” or “indoor environmental conditions” associated with the “covered locations” specifically identified in the Schedule of Covered Locations, below:

Schedule of Covered Locations

1. 3441 W Hollywood Blvd., Hollywood, FL 33021

IV. ☐ Specific Conditions Endorsement Application

Solely to the extent that there is an **X** indicated in this Section **IV.**, above, the “insured” and the Insurer hereby agree that the modifications identified in Section **I.** of this Endorsement only apply to “pollution conditions” or “indoor environmental conditions” specifically identified below:

Conditions

.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

SPECIMEN

SCHEDULE OF COVERED LOCATIONS ENDORSEMENT

Named Insured City of Hollywood, Florida			Endorsement Number 007
Policy Symbol PPL	Policy Number SpecimenPolicy	Policy Period 10/01/2020 to 10/01/2021	Effective Date of Endorsement 10/01/2020
Issued By (Name of Insurance Company) Illinois Union Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

The "insured" and the Insurer hereby agree to the following changes to this Policy:

The locations identified in the Schedule of Covered Locations, below, are hereby added to this Policy as additional "covered locations".

SCHEDULE OF COVERED LOCATIONS

Location

Retroactive Date

. Per SOV received on 7/9/2020

If a "covered location", above, is identified with a corresponding Retroactive Date, then that date shall supersede the general Retroactive Date identified for premises coverage afforded pursuant to Coverage A. within Item 5. of the Declarations to this Policy for "pollution conditions" on, at under or migrating from, or "indoor environmental conditions" at, that specific "covered location". Also, if a "covered location", above, is identified with the phrase "**FULL RETRO**", then full retroactive coverage is afforded pursuant to this Policy for "pollution conditions" on, at under or migrating from, or "indoor environmental conditions" at, that specific "covered location". Notwithstanding the foregoing, any retroactive coverage indicated herein is subject to any other exposure-specific Retroactive Date added to this Policy by endorsement.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

SUDDEN AND ACCIDENTAL COVERAGE LIMITATION ENDORSEMENT

Named Insured City of Hollywood, Florida			Endorsement Number 008
Policy Symbol PPL	Policy Number SpecimenPolicy	Policy Period 10/01/2020 to 10/01/2021	Effective Date of Endorsement 10/01/2020
Issued By (Name of Insurance Company) Illinois Union Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

The “insured” and the Insurer hereby agree to the following changes to this Policy:

I. Section V., DEFINITIONS, Subsections Z. and LL., of this Policy are hereby deleted in their entirety and replaced by the following:

Z. “Indoor environmental condition” means:

1. The presence of “fungi” in a building or structure, or the ambient air within such building or structure; or
2. The discharge, dispersal, release, escape, migration or seepage of *legionella pneumophila* in a building or structure, or the ambient air within such building or structure,

provided that:

1. Such “fungi” or *legionella pneumophila* are not naturally occurring in the environment in the amounts and concentrations found within such building or structure; and
2. The presence of such “fungi” or the discharge, dispersal, release, escape, migration or seepage of such *legionella pneumophila*:
 - a. First commences, in its entirety, during the “policy period” or within six (6) calendar days preceding the “policy period”;
 - b. Does not arise out of or relate to any “indoor environmental conditions” which existed, in whole or in part, prior to 09/25/2020;
 - c. Is unintended and unexpected from the standpoint of the “insured”;
 - d. Is sudden, direct, and immediate;
 - e. Is first discovered by the “insured” within seven (7) calendar days of commencement and during the “policy period”; and
 - f. Is reported to the Insurer within twenty-one (21) calendar days following the discovery of such “indoor environmental conditions” by the “insured”.

It is a condition precedent to coverage pursuant to this Endorsement that the “insured” provide conclusive documentation of strict compliance with requirements a. through f., above, regardless of whether the Insurer was prejudiced by the failure to meet these requirements.

LL. “Pollution condition” means the discharge, dispersal, release, escape, migration, or seepage of any solid, liquid, gaseous or thermal irritant, contaminant, or pollutant, including soil, silt, sedimentation, smoke, soot, vapors, fumes, acids, alkalis, chemicals, electromagnetic fields (EMFs), hazardous substances, hazardous materials, waste materials, “low-level radioactive waste”, “mixed waste” and medical, red bag, infectious or pathological wastes, on, in, into, or upon land and structures thereupon, the atmosphere, surface water, or groundwater; provided that such “pollution conditions”:

1. First commence, in their entirety, during the “policy period” or within six (6) calendar days preceding the “policy period”;
2. Do not arise out of or relate to any “pollution conditions” which existed, in whole or in part, prior to 09/25/2020 ;
3. Are unintended and unexpected from the standpoint of the “insured”;
4. Are sudden, direct, and immediate;
5. Are first discovered by the “insured” within seven (7) calendar days of commencement and during the “policy period”; and
6. Are reported to the Insurer within twenty-one (21) calendar days following the discovery of such “pollution conditions” by the “insured”.

It is a condition precedent to coverage pursuant to this Endorsement that the “insured” provide conclusive documentation of strict compliance with requirements 1. through 6., above, regardless of whether the Insurer was prejudiced by the failure to meet these requirements.

II. ☒ Location-Specific Endorsement Application

Solely to the extent that there is an **X** indicated in this Section **II.**, above, the “insured” and the Insurer hereby agree that the modifications identified in Section **I.** of this Endorsement only apply to “pollution conditions” or “indoor environmental conditions” associated with the “covered locations” specifically identified in the Schedule of Covered Locations, below:

Schedule of Covered Locations

1. any and all water wells

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

SUPPLEMENTARY PAYMENTS AMENDATORY ENDORSEMENT

Named Insured City of Hollywood, Florida			Endorsement Number 009
Policy Symbol PPL	Policy Number SpecimenPolicy	Policy Period 10/01/2020 to 10/01/2021	Effective Date of Endorsement 10/01/2020
Issued By (Name of Insurance Company) Illinois Union Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

The “insured” and the Insurer hereby agree to the following changes to this Policy:

Section **IX., GENERAL CONDITIONS**, of this Policy is hereby amended by addition of the following:

Supplementary Payments

With respect to any covered “claim” or “first-party claim” that the Insurer investigates, settles or defends pursuant to this Policy, the insurer shall pay for:

1. All internal expenses incurred by the Insurer;
2. All reasonable expenses incurred by an “insured” at our request to assist us in the investigation, settlement or defense of any “claim” or “first-party claim” including loss of earnings up to the aggregate amount of **five thousand dollars (\$5,000)** per “pollution condition” or “indoor environmental condition” because of time off from work; and
3. All court costs taxed against the “insured” in a suit, but such costs shall not include attorneys’ fees or attorneys’ expenses taxed against the “insured”; and

The Supplementary Payments identified above shall not be subject to the “self-insured retention” of this Policy, but shall, with the exception of internal expenses incurred by the Insurer in Paragraph **1.**, above, reduce and erode the Limits of Liability discussed in Section **II., LIMITS OF LIABILITY AND SELF-INSURED RETENTION**, Subsections **D., E. and F.**, of this Policy.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

WAIVER OF SUBROGATION (BY CONTRACT) ENDORSEMENT

Named Insured City of Hollywood, Florida			Endorsement Number 010
Policy Symbol PPL	Policy Number SpecimenPolicy	Policy Period 10/01/2020 to 10/01/2021	Effective Date of Endorsement 10/01/2020
Issued By (Name of Insurance Company) Illinois Union Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

The "insured" and the Insurer hereby agree to the following changes to this Policy:

Section **IX.**, **GENERAL CONDITIONS**, Subsection **E.**, **Subrogation**, of this Policy is hereby amended by addition of the following:

Notwithstanding the foregoing, the Insurer hereby waives its rights to subrogate against all counterparties of a "named insured" where such waiver is required by written contract executed between a "named insured" and such counterparty prior to the relevant "claim" or discovery of a "pollution condition" or "indoor environmental condition" to which this insurance applies.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative



FLUORINATED COMPOUNDS EXCLUSIONARY ENDORSEMENT

Named Insured City of Hollywood, Florida			Endorsement Number 011
Policy Symbol PPL	Policy Number SpecimenPolicy	Policy Period 10/01/2020 to 10/01/2021	Effective Date of Endorsement 10/01/2020
Issued By (Name of Insurance Company) Illinois Union Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

The "insured" and the Insurer hereby agree to the following changes to this Policy:

I. Section VI., EXCLUSIONS, of this Policy is hereby amended by addition of the following:

Fluorinated Compounds

"Loss" arising out of or related to perfluorinated or polyfluorinated alkyl substances (hereinafter PFASs), including, but not limited to, perfluorinated carboxylic acids and carboxylates (PFCAs), perfluorosulfonic acids and sulfonates (PFSAs), perfluoroalkane sulfonamides (PFASAs), fluorotelomer substances, perfluoroalkane sulfonamide substances, perfluorooctanoic acid (PFOA), perfluorooctane sulfonic acid (PFOS), perfluorobutane sulfonic acid (PFBS), hexafluoropropylene oxide dimer acid (HFPO-DA or GenX).

For the purposes of this exclusion, PFASs include the products or chemicals, themselves, as well as all of their associated salts, ionic states, and acid forms of molecules, along with their precursor products or chemicals, related replacement products or chemicals, and any daughter or degradation byproducts thereof or additives thereto.

II. Location-Specific Endorsement Application

Solely to the extent that there is an X indicated in this Section II., above, the "insured" and the Insurer hereby agree that the modifications identified in Section I. of this Endorsement, above, only apply to "pollution conditions" on, at under or migrating from the "covered locations" specifically identified in the Schedule of Covered Locations, below, along with any "non-owned disposal site" or wastewater treatment facility that received waste from such "covered location".

Schedule of Covered Locations

1. N/A

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT

Named Insured City of Hollywood, Florida			Endorsement Number 012
Policy Symbol PPL	Policy Number SpecimenPolicy	Policy Period 10/01/2020 to 10/01/2021	Effective Date of Endorsement 10/01/2020
Issued By (Name of Insurance Company) Illinois Union Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Disclosure Of Premium

In accordance with the federal Terrorism Risk Insurance Act, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for terrorist acts certified under the Terrorism Risk Insurance Act. The portion of your premium attributable to such coverage is shown in this endorsement or in the policy Declarations.

Disclosure Of Federal Participation In Payment Of Terrorism Losses

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals 85% for year 2015, 84% beginning on January 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 that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

Cap On Insurer Participation In Payment Of Terrorism Losses

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall 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.

Terrorism Risk Insurance Act premium: \$.

Authorized Representative

SERVICE OF SUIT ENDORSEMENT – FLORIDA

Named Insured City of Hollywood, Florida			Endorsement Number 013
Policy Symbol PPL	Policy Number SpecimenPolicy	Policy Period 10/01/2020 to 10/01/2021	Effective Date of Endorsement 10/01/2020
Issued By (Name of Insurance Company) Illinois Union Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Information about service of suits upon the company is given below. Service of process of suits against the company may be made upon the following person, or another person the company may designate:

Chief Financial Officer of the State of Florida
Department of Financial Services
200 E. Gaines Street
Tallahassee, FL 32399

The person named above is authorized and directed to accept service of process on the company's behalf in any action, suit or proceeding instituted against the company. If the insured requests, the company will give the insured a written promise that a general appearance will be entered on the company's behalf if a suit is brought.

If the insured requests, the company will submit to the jurisdiction of any court of competent jurisdiction. The company will accept the final decision of that court or any Appellate Court in the event of an appeal. However, nothing in this endorsement constitutes a waiver of the company's right to: remove an action to a United States District Court, seek a transfer of a case to another court, or to enforce policy provisions governing choice of law or venue selection, as may be permitted by the laws of the United States, or of any state in the United States.

Florida law requires that the Chief Financial Officer of the State of Florida be designated as the company's agent for service of process. In Florida the company designates the Chief Financial Officer as the company's true and lawful attorney upon whom service of process on the company's behalf may be made. The company also authorizes the Chief Financial Officer to mail process received on the company's behalf to the company person named below.

Mr. Paul Bech, Esq., Assistant General Counsel
Chubb
436 Walnut Street
Philadelphia, PA 19106-3703

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED.

Authorized Representative

TERRORISM RISK INSURANCE ACT ENDORSEMENT

Named Insured City of Hollywood, Florida			Endorsement Number 014
Policy Symbol PPL	Policy Number SpecimenPolicy	Policy Period 10/01/2020 to 10/01/2021	Effective Date of Endorsement 10/01/2020
Issued By (Name of Insurance Company) Illinois Union Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Terrorism Premium (Certified Acts of Terrorism): \$ _

In consideration of the additional premium indicated above, which is included in the Premium as listed on the Declarations, the "insured" and the Insurer, hereby agree to the following Policy change(s):

- A. With respect to any "hostile acts" or "terrorism" exclusions contained in this Policy, or attached to this Policy by endorsement, such exclusions do not apply to a "certified act of terrorism", as defined in Paragraph C., below.
- B. With respect to any one or more "certified acts of terrorism", the Insurer will not pay any amounts for which the Insurer is not responsible under the terms of the federal Terrorism Risk Insurance Act ("**TRIA**"), due to the application of any clause which results in a cap on the Insurer's liability for payments for terrorism losses.
- C. "Certified act of terrorism" means 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 TRIA. The criteria contained TRIA for a "certified act of terrorism" include the following:
 - 1. The act resulted in insured losses in excess of \$5 million 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.
- D. Notwithstanding any coverage that may otherwise be afforded for punitive damages under this Policy, if any, coverage shall not be afforded for damages arising, directly or indirectly, out of a "certified act of terrorism" that are awarded as punitive damages.
- E. The coverage afforded under this endorsement shall expire at the earlier of the following dates:
 - 1. The end of the "policy period", as indicated on the Declarations; or
 - 2. **December 31, 2020.**

- F.** The premium for “certified acts of terrorism” coverage is calculated based in part on the federal participation in payment of terrorism losses as set forth in TRIA. The federal program established by TRIA is scheduled to terminate at the end of December 31, 2020, unless extended by the federal government.
- G.** If this “policy period” extends beyond December 31, 2020, please note that the TRIA premium, above, is premised on the parties’ assumption that TRIA will later be extended through the end of the “policy period”, thereby mandating that Insurer make available coverage for “certified acts of terrorism” for the entire “policy period”. In the event that TRIA is not extended beyond December 31, 2020, or otherwise expires at some point during the “policy “period”, the Insurer will refund the unearned portion of our TRIA premium to the insured on a pro-rata basis. In the event that new TRIA extension or replacement legislation is enacted requiring the Insurer to offer coverage for terrorism that is materially different than the coverage requirements included in the current version of TRIA that expires on December 31, 2020, the Insurer reserves the right to re-price and prospectively modify terrorism coverage to conform with the statutory requirements and risks presented by any such new legislation.

All other terms and conditions of the policy remain unchanged.

Authorized Representative

TRADE OR ECONOMIC SANCTIONS ENDORSEMENT

Named Insured City of Hollywood, Florida			Endorsement Number 015
Policy Symbol PPL	Policy Number SpecimenPolicy	Policy Period 10/01/2020 to 10/01/2021	Effective Date of Endorsement 10/01/2020
Issued By (Name of Insurance Company) Illinois Union Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing insurance, including, but not limited to, the payment of claims. All other terms and conditions of the policy remain unchanged.

Authorized Representative

SIGNATURES

Named Insured City of Hollywood, Florida			Endorsement Number 016
Policy Symbol PPL	Policy Number SpecimenPolicy	Policy Period 10/01/2020 to 10/01/2021	Effective Date of Endorsement 10/01/2020
Issued By (Name of Insurance Company) Illinois Union Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.


THE ONLY SIGNATURES APPLICABLE TO THIS POLICY ARE THOSE REPRESENTING THE COMPANY NAMED ON THE FIRST PAGE OF THE DECLARATIONS.

By signing and delivering the policy to you, we state that it is a valid contract.

ILLINOIS UNION INSURANCE COMPANY (A stock company)
525 W. Monroe Street, Suite 400, Chicago, Illinois 60661

WESTCHESTER SURPLUS LINES INSURANCE COMPANY (A stock company)
Royal Centre Two, 11575 Great Oaks Way, Suite 200, Alpharetta, GA 30022


REBECCA L. COLLINS, Secretary


JOHN J. LUPICA, President
Authorized Representative

Chubb. Insured.™

CHUBB®

☒ Illinois Union Insurance Company
☐ Westchester Surplus Lines Insurance Company
☐ -

Insured:
City of Hollywood, Florida

Attached To Policy No.: PPL SpecimenPolicy

Effective Date: 10/01/2020

FLORIDA SURPLUS LINES NOTIFICATION

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.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITATIONS OF THE POLICY TO WHICH THIS NOTICE IS ATTACHED OTHER THAN AS STATED ABOVE.

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 85% FOR YEAR 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 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 \$_, however you elected to decline such coverage.
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Questions About Your Insurance?

Answers to questions about your insurance, coverage information, or assistance in resolving complaints can be obtained by calling Chubb, Customer Support Service Department, at 1-800-352-4462.

**Chubb Producer Compensation
Practices & Policies**

Chubb believes that policyholders should have access to information about Chubb's practices and policies related to the payment of compensation to brokers and independent agents. You can obtain that information by accessing our website at <http://www.chubbproducercompensation.com> or by calling the following toll-free telephone number: 1-866-512-2862.

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.

QUOTATION

Date: 08/03/2020	Quote Number: 512189-2
Producer Information: AON Risk Services of CA One Market, Spear Tower, Suite 2100 San Francisco, CA 94105	Submitted Risk Information: City of Hollywood 2600 Hollywood Blvd Hollywood, FL 33022
Attn: Katie Hill	Expiring Policy No.: CST2019488-13

We are pleased to offer this quotation based on the information submitted. The policy forms and endorsements quoted may not be standard industry forms. These forms are available for your review. The terms and conditions offered may differ from your prior policy and from what you requested in your submission.

Nautilus Insurance Company (A.M. Best Rating A+ XV)

Coverage Form: TankAdvantage Pollution Liability Insuring Agreement - ENV CST 101 A CW 03 18

LIMITS OF INSURANCE:

Coverage Description	Per Claim	Total All Claims
Coverage A & B: Covered Storage Tank Systems Cleanup Costs and Third Party Bodily Injury and Property Damage Liability	\$ 1,000,000	\$ 2,000,000
Coverage E: Defense	\$ 250,000	\$ 500,000

RETENTIONS:

Coverage A & B: Covered Storage Tank Systems Cleanup Costs and Third Party Bodily Injury and Property Damage Liability	\$ 25,000 Deductible Per Claim
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Policy Term:	October 01, 2020 to October 01, 2021
Minimum Annual Premium:	100.00 %
Deposit Premium:	100.00 %
Minimum Earned Premium:	25.00 %
Policy Premium:	\$ 13,752
Terrorism Additional Premium:	\$ 138 (1.00% of Annual Premium)
Total Policy Premium:	\$ 13,890 (The Total Policy Premium provided within this quote proposal does not include any applicable surplus lines taxes and/or fees.)

AUTHORITY TO ISSUE CERTIFICATES OF INSURANCE IF WE WRITE THIS POLICY

You are not authorized to issue Certificates of Insurance. Certificates of Insurance may only be issued as a matter of information or proof of financial responsibility for storage tank owners and/or operators. Certificates of Insurance do not amend, extend or alter coverage afforded under this policy. We do not recognize Certificates of Insurance as endorsement or policy change requests. You must submit a separate written request if an endorsement or policy change (including the addition of additional insured coverage or other coverage) is required.

MODIFICATIONS:

1. The offer of coverage includes the newly deleted location/scheduled storage tank systems at 2211 N. Ocean Drive Hollywood, FL, 33019, as requested.
2. The offer of coverage includes the addition of covered location 2/86224183250 Hollywood Blvd Hollywood, FL, 33312 to the coinsurance endorsement, due to the age of the tank systems.
3. The offer of coverage includes the newly added location/scheduled storage tank systems at 804 S. Ocean Drive, Hollywood, FL, 33019, as requested.
4. The covered storage tank system install date at Fire Station #45, # 8622417, 1810 N 64th Ave Hollywood, FL, 33024 has been corrected to reflect the Florida State Registration install date of 5/1/2018.

THIS QUOTATION IS SUBJECT TO RECEIPT AND REVIEW OF THE FOLLOWING INFORMATION WITHIN THE SPECIFIED TIMEFRAME. UPON RECEIPT AND REVIEW OF THE ITEMS LISTED BELOW, WE RESERVE THE RIGHT TO MODIFY THESE TERMS AND CONDITIONS IN ACCORDANCE WITH OUR UNDERWRITING GUIDELINES.

- Signed and dated TRIA Letter. Required Prior to Binding.
- Signed and Completed Surplus Lines Tax letter. Required Prior to Binding.
- Copies of tank and line tightness tests, dated within the last 12 months or the last 3 consecutive months of line and tank leak detection results for all underground tank systems greater than 20 years old. Required Prior to Binding.

STANDARD TERMS AND CONDITIONS:

1. Nautilus Insurance Company is an approved, Non-admitted carrier in the State of Florida; therefore, the broker is responsible for all surplus lines filings and tax requirements.
2. The premium(s) provided in this proposal is based on the submitted information received to date and is subject to change based upon receipt of the underwriting information requested in the Subjectivities section of this quote proposal.
3. Premium is 100.00% Minimum and 100.00% Deposit.
4. Premium is due 20 days from the effective date of coverage.
5. All policies are 25.00% minimum earned upon binding.
6. In compliance with the Terrorism Risk Insurance Program Reauthorization Act of 2015 effective January 12, 2015, terrorism coverage under the Act can be included for an additional premium. The completed and signed Policyholder Disclosure Notice of Terrorism Insurance Coverage must be returned at the time of binding.
7. Unless specifically outlined, please be aware that there are no Additional Insured(s) and/or Additional Named Insured(s) included within this proposal for coverage.
8. The billing plan offered is Full Pay.
9. This quote is valid through 10/01/2020.

This quotation was prepared for AON Risk Services of CA and outlines the coverages, terms and conditions offered by the company. Please review this document, as it may differ from the coverages, terms and conditions requested within the submission.

Please feel free to contact me at 717-214-7559 or Fran.harrison@amwins.com with any questions.

Best Regards,

Francine Harrison
Senior Program Underwriter
Amwins Program Underwriters, Inc.
214 Senate Avenue
Suite 201
Camp Hill, PA 17011
Phone: 717-214-7559
Fax: 717-214-2801
E-mail: Fran.harrison@amwins.com

Surplus Lines Verification Form

Insured Name and Address:	City of Hollywood 2600 Hollywood Blvd, Hollywood, FL 33022		
Insuring Company:	Nautilus Insurance Company		
Line of Business:	Coverage E: Defense Coverage A & B: Covered Storage Tank Systems Cleanup Costs and Third Party Bodily Injury and Property Damage Liability		
Policy Term:	10/01/2020 To 10/01/2021		
Total Policy Premium:			
Total Policy Premium w/TRIA	\$13,890		
Home State*:	FL	Home State Premium %:	
Additional State**:		Additional State Premium %:	
Additional State:		Additional State Premium %:	
*Entered the Home State as defined by the Non-Admitted and Reinsurance Reform Act.		Total:	
**If Additional States are required please attach a separate page to this document.		(Must equal 100%)	
The Surplus Lines Filings and all required taxes/fees will be processed by:			
Name of Surplus Lines Broker:		Company Name:	
	(Individual's Name)		
Licensee Address:			
FEIN No.: (Required for FL and LA)			
Surplus Lines License No.:		State of License:	
License Effective Date:		License Expiration Date:	
New Jersey Transaction Control No.: (Required when NJ is Home State)			
Missouri Risk No: (Required when MO is Home State)			
Licensee E-mail Address:			
Signature of Licensee:			
Person Completing this Form:			
Telephone Number:		Date Form Completed:	

With your signature, you hereby warrant and represent that the surplus lines licensee indicated above is responsible for (1) the collection and remittance of the surplus lines taxes, stamping fee and/or other charges in connection with the surplus lines placement of this policy and (2) complying with all state surplus lines laws and regulations including state required surplus lines notices and stamps.

Customer Summary Per Location

Named Insured: City of Hollywood

Effective Date: 10/01/2020

Quote Number: 512189-2

Expiration Date: 10/01/2021

Option 1 - Quote option 1:

Total No. of Locations	Total No. of Tanks	Total Policy Premium	Total Premium W/ TRIA	Total TRIA Premium
15	44	\$ 13,752.00	\$ 13,890.00	\$ 138.00

Location No.	Location Name	Location Address	No. of Tanks	Policy Premium	Premium W/ TRIA	TRIA Premium
1/8622377	Central Fueling Facility	1600 S Park Rd Hollywood, FL 33021	3	\$ 2,406.00	\$ 2,430.06	\$ 24.06
Tank No.	Tank Type	Installation	Capacity	Contents	Retroactive Date Coverage A	Retroactive Date Coverage B
3	UST	07/01/1997	10,000	Gas	10/01/2004	10/01/2004
4	UST	07/01/1997	10,000	Gas	10/01/2004	10/01/2004
5	UST	07/01/1997	10,000	Diesel	10/01/2004	10/01/2004

Location No.	Location Name	Location Address	No. of Tanks	Policy Premium	Premium W/ TRIA	TRIA Premium
11/9810889	City of Hollywood Fire Station #5	1819 N 21st Avenue Hollywood, FL 33020	1	\$ 156.00	\$ 157.56	\$ 1.56
Tank No.	Tank Type	Installation	Capacity	Contents	Retroactive Date Coverage A	Retroactive Date Coverage B
1	AST	11/01/2008	2,000	Diesel	12/08/2008	12/08/2008

Location No.	Location Name	Location Address	No. of Tanks	Policy Premium	Premium W/ TRIA	TRIA Premium
12/9800046	City of Hollywood-City Hall	2600 Hollywood Blvd Hollywood, FL 33020	4	\$ 1,023.00	\$ 1,033.23	\$ 10.23
Tank No.	Tank Type	Installation	Capacity	Contents	Retroactive Date Coverage A	Retroactive Date Coverage B
1	AST	10/01/1997	2,000	Diesel	01/14/2009	01/14/2009
2	AST	10/01/1997	2,000	Diesel	01/14/2009	01/14/2009
3	AST	05/01/2005	210	Antifreeze	10/01/2016	10/01/2016
4	AST	01/01/2002	500	Gas	10/01/2016	10/01/2016

Customer Summary Per Location

Location No.	Location Name	Location Address	No. of Tanks	Policy Premium	Premium W/ TRIA	TRIA Premium
13/9812124	City of Hollywood Public Safety Maint & Training	3400 N 56th Ave Hollywood, FL 33020	7	\$ 1,381.00	\$ 1,394.81	\$ 13.81
Tank No.	Tank Type	Installation	Capacity	Contents	Retroactive Date Coverage A	Retroactive Date Coverage B
1	AST	05/01/2005	1,500	Diesel	06/01/2010	06/01/2010
2	AST	05/01/2005	540	Diesel	06/01/2010	06/01/2010
3	AST	05/01/2010	500	Waste Oil	06/01/2010	06/01/2010
4	AST	05/01/2010	275	New Lube Oil	06/01/2010	06/01/2010
5	AST	05/01/2005	210	Antifreeze	06/01/2010	06/01/2010
6	AST	05/01/2005	275	New Lube Oil	10/01/2016	10/01/2016
7	AST	05/01/2005	275	New Lube Oil	10/01/2016	10/01/2016

Location No.	Location Name	Location Address	No. of Tanks	Policy Premium	Premium W/ TRIA	TRIA Premium
15/9814061	Water Treatment	2400 N. 68th Avenue Hollywood, FL 33022	1	\$ 99.00	\$ 99.99	\$ 0.99
Tank No.	Tank Type	Installation	Capacity	Contents	Retroactive Date Coverage A	Retroactive Date Coverage B
1	AST	02/01/2014	4,000	Diesel	04/02/2014	04/02/2014

Location No.	Location Name	Location Address	No. of Tanks	Policy Premium	Premium W/ TRIA	TRIA Premium
16	City of Hollywood -PW Beach Maintenance	804 S Ocean Drive Hollywood, FL 33019	2	\$ 232.00	\$ 234.32	\$ 2.32
Tank No.	Tank Type	Installation	Capacity	Contents	Retroactive Date Coverage A	Retroactive Date Coverage B
1	AST	01/01/2002	500	Gas	Policy Inception	Policy Inception
2	AST	01/01/2002	500	Diesel	Policy Inception	Policy Inception

Location No.	Location Name	Location Address	No. of Tanks	Policy Premium	Premium W/ TRIA	TRIA Premium
2/8622418	Police Garage	3250 Hollywood Blvd Hollywood, FL 33312	2	\$ 1,369.00	\$ 1,383.17	\$ 14.17
Tank No.	Tank Type	Installation	Capacity	Contents	Retroactive Date Coverage A	Retroactive Date Coverage B
1	UST	03/01/1989	4,000	Diesel	10/01/2004	10/01/2004
2	AST	04/01/2009	800	Diesel	06/24/2009	06/24/2009

Location No.	Location Name	Location Address	No. of Tanks	Policy Premium	Premium W/ TRIA	TRIA Premium
3/8622372	Lift Station #3	1100 S Ocean Dr Hollywood, FL 33019	1	\$ 219.00	\$ 221.19	\$ 2.19
Tank No.	Tank Type	Installation	Capacity	Contents	Retroactive Date Coverage A	Retroactive Date Coverage B
1	AST	10/01/1983	1,000	Diesel	10/01/2004	10/01/2004

Customer Summary Per Location

Location No.	Location Name	Location Address	No. of Tanks	Policy Premium	Premium W/ TRIA	TRIA Premium
4/8622367	Lift Station W27	3145 Arthur St Hollywood, FL 33021	1	\$ 326.00	\$ 329.26	\$ 3.26
Tank No.	Tank Type	Installation	Capacity	Contents	Retroactive Date Coverage A	Retroactive Date Coverage B
1	AST	10/01/1990	1,000	Diesel	10/01/2004	10/01/2004

Location No.	Location Name	Location Address	No. of Tanks	Policy Premium	Premium W/ TRIA	TRIA Premium
5/9807430	Hollywood City-SE Public Safety-FS	1511 S Federal Hwy Hollywood, FL 33020	1	\$ 180.00	\$ 181.80	\$ 1.80
Tank No.	Tank Type	Installation	Capacity	Contents	Retroactive Date Coverage A	Retroactive Date Coverage B
1	AST	08/01/2005	2,000	Diesel	10/01/2006	10/01/2006

Location No.	Location Name	Location Address	No. of Tanks	Policy Premium	Premium W/ TRIA	TRIA Premium
6/9803752	Hollywood City-Fire Rescue Station	2741 Stirling Rd Hollywood, FL 33312	2	\$ 515.00	\$ 520.15	\$ 5.15
Tank No.	Tank Type	Installation	Capacity	Contents	Retroactive Date Coverage A	Retroactive Date Coverage B
1	UST	05/01/2001	2,476	Diesel	10/01/2006	10/01/2006
2	AST	05/01/2001	200	Diesel	10/01/2006	10/01/2006

Location No.	Location Name	Location Address	No. of Tanks	Policy Premium	Premium W/ TRIA	TRIA Premium
7/8622400	Water Treatment	3441 Hollywood Blvd Hollywood, FL 33021	11	\$ 3,949.00	\$ 3,988.49	\$ 39.49
Tank No.	Tank Type	Installation	Capacity	Contents	Retroactive Date Coverage A	Retroactive Date Coverage B
10	AST	07/01/1995	5,300	Other	03/29/2013	03/29/2013
11	AST	07/01/1995	11,000	Other	03/29/2013	03/29/2013
12	AST	07/01/1995	11,000	Other	03/29/2013	03/29/2013
2	AST	03/01/2002	12,000	Diesel	10/01/2004	10/01/2004
3	AST	03/01/2002	12,000	Diesel	10/01/2004	10/01/2004
4	AST	08/01/2012	600	Diesel	03/22/2013	03/22/2013
5	AST	07/01/1995	3,200	Other	03/29/2013	03/29/2013
6	AST	07/01/1995	3,200	Other	03/29/2013	03/29/2013
7	AST	07/01/1990	1,000	Other	03/29/2013	03/29/2013
8	AST	07/01/1990	1,000	Other	03/29/2013	03/29/2013
9	AST	07/01/1995	5,300	Other	03/29/2013	03/29/2013

Location No.	Location Name	Location Address	No. of Tanks	Policy Premium	Premium W/ TRIA	TRIA Premium
8/8622401	Waste Water Treatment Plant	1621 North 14th Ave Hollywood, FL 33020	6	\$ 1,576.00	\$ 1,591.76	\$ 15.76

Customer Summary Per Location

Tank No.	Tank Type	Installation	Capacity	Contents	Retroactive Date Coverage A	Retroactive Date Coverage B
1	AST	04/01/2003	10,000	Diesel	10/01/2004	10/01/2004
2	AST	04/01/2003	10,000	Diesel	10/01/2004	10/01/2004
3	AST	10/01/1995	15,000	Diesel	10/01/2004	10/01/2004
4	AST	10/01/1995	15,000	Diesel	10/01/2004	10/01/2004
5	AST	10/01/1995	15,000	Diesel	10/01/2004	10/01/2004
6	AST	07/20/2006	500	Diesel	08/25/2006	08/25/2006

Location No.	Location Name	Location Address	No. of Tanks	Policy Premium	Premium W/ TRIA	TRIA Premium
8622417	Fire Station #45	1810 N 64th Ave Hollywood, FL 33024	1	\$ 64.00	\$ 64.64	\$ 0.64
Tank No.	Tank Type	Installation	Capacity	Contents	Retroactive Date Coverage A	Retroactive Date Coverage B
1	AST	05/01/2018	1,600	Diesel	10/01/2018	10/01/2018

Location No.	Location Name	Location Address	No. of Tanks	Policy Premium	Premium W/ TRIA	TRIA Premium
9/9814349	Hollywood Fire Rescue Station #31	3401 Hollywood Blvd Hollywood, FL 33022	1	\$ 257.00	\$ 259.57	\$ 2.57
Tank No.	Tank Type	Installation	Capacity	Contents	Retroactive Date Coverage A	Retroactive Date Coverage B
1	AST	11/28/2007	1,200	Diesel	10/01/2008	10/01/2008

**POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM
INSURANCE COVERAGE**

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, (the “Act”), 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.

Coverage under your policy may be affected as follows:

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

YOU SHOULD ALSO KNOW THAT THE 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.


Acceptance or Rejection of Terrorism Insurance Coverage

<input type="checkbox"/>	I hereby elect to purchase terrorism coverage, subject to the limitations of the Act, for acts of terrorism as defined in the Act, for a prospective premium of \$ 138 (Quote No. 512189-2 Option 1).
<input type="checkbox"/>	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	_____ Nautilus Insurance Company Insurance Company
_____ Print Name	_____ Policy Number
_____ Date	

POLICY CHANGES

POLICY CHANGE NUMBER:

POLICY NUMBER	POLICY CHANGES EFFECTIVE 10/1/2020	COMPANY Nautilus Insurance Company
NAMED INSURED City of Hollywood 2600 Hollywood Blvd Hollywood, FL 33022		AUTHORIZED REPRESENTATIVE 
COVERAGE PARTS AFFECTED: Coverage A & B: Covered Storage Tank Systems Cleanup Costs and Third Party Bodily Injury and Property Damage Liability Coverage E: Defense		

Co-Insurance Endorsement

In consideration of the payment of premium by the **Named Insured**, we agree, subject to all the terms, exclusions and conditions of the policy that the following **TankAdvantage Pollution Liability** coverage form modifications shall apply:

IV. LIMITS OF INSURANCE is amended to add:

6. Subject to 4. and 5. above, in the event that any loss exceeds the deductible amount, a coinsurance of 10% applies to all applicable coverage parts. The maximum amount that we are responsible for is 90% of the applicable Per Claim Limit and Total All Claims Limit. The **insured** is responsible for the other 10% of the applicable Per Claim Limit and Total All Claims Limit. It is a condition of coverage that the other 10% be borne by the **insured** at its own risk and shall remain uninsured. The coinsurance shall apply concurrently as we make payments and is not intended to apply after we have paid our 90% of the applicable Per Claim Limit and Total All Claims Limit. With respect to Coverages A or B, if we pay any part of that coinsurance as a result of a financial certificate that we have issued, then that amount is immediately due and owing from the **insured** to us and we retain the right to recover such coinsurance from the **insured**. With respect to Coverages E, if applicable, we may choose, but are not required, to pay any coinsurance amount. If we do so, then the amount paid by us is immediately due and owing from the **insured** to us. Furthermore, unless and until such amount is repaid to us, the applicable Per Claim Limit and Total All Claims Limit is reduced commensurately and concurrently, until repaid.

This amendment applies to all **covered storage tank systems** at **covered location** #1/8622377, 1600 S Park Rd Hollywood, FL, 33021 and 2/8622418, 3250 Hollywood Blvd Hollywood, FL, 33312.

All other terms and conditions remain unchanged.

SPECIMEN

BERKLEY ENVIRONMENTAL SUPPORT TEAM (BEST)

ACCIDENTS HAPPEN, BUT BERKLEY ENVIRONMENTAL IS THE BEST AT HANDLING THEM

We understand environmental spills and releases can be extremely stressful events. That's why we're proud to offer you the Berkley Environmental Support Team (BEST). This FREE value-added service is available to you 24 hours a day, 7 days a week to assist you with cleaning up your environmental spills and releases.

THE BEST DIFFERENCE

- Free value-added service
- Available 24/7
- Fully staffed call center or experienced professionals, not an answering service
- Nationwide emergency responder network including remote locations
- Dispatched within 2 hours of spill
- Pre-negotiated rates
- Filing of agency spill notifications

REPORTING A CLAIM

To report a claim beyond initial spill notice to BEST, please refer to the claims reporting provisions outlined in the customer policy or call Berkley Environmental's claim reporting line at (201) 748-3111. Whether or not the spill or release is covered, the BEST can help you better control costs associated with the incident.

BEST is a value-added service and is provided to our customers at no cost regardless of the size of the cleanup.

HOW TO ACCESS BEST & HOW IT WORKS

- Call BEST at 877-900-5645 to report a spill or release
- BEST answers and gathers all information
- BEST brings contractor into the call for more detail
- BEST then reports the incident to the proper environmental agency



Disclosure: Products and services are provided by one or more insurance company subsidiaries of W. R. Berkley Corporation. Not all products and services are available in every jurisdiction, and the precise coverage afforded by any insurer is subject to the actual terms and conditions of the policies as issued. Certain coverages may be provided through surplus lines insurance company subsidiaries of W. R. Berkley Corporation through licensed surplus lines brokers. Surplus lines insurers do not generally participate in state guaranty funds and insureds are therefore not protected by such funds.

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The Company issuing this policy is indicated below:

Atlantic Specialty Insurance Company

Policy Number

B5JH 73917

Renewal of

B5JH 73917

Insured: City of Hollywood			
Street: 2600 Hollywood Blvd.		Producer No.: 0445338	
City: Hollywood		Producer: AON RISK INSURANCES SERVICES WEST	
State: FL Zip: 33022-9045		Street: 425 Market Street, #2800	
Policy Period 12:01 AM		City: SAN FRANCISCO	
At place of Issuance FROM: October 1, 2020		State: CA Zip: 94105	
TO: October 1, 2021			

NAMED LOCATIONS		NAMED LOCATIONS (continued)	
1.	700 Polk Street, Hollywood, FL 33021	4.	
2.		5.	
3.		6.	

COVERAGE SECTION		PREMIUM		
I.	Marina Operators Legal Liability	Covered	\$ 10,120	Flat
II.	Protection & Indemnity	Covered	\$ 1,218	
III.	Commercial General Liability	Covered	Included	
IV.	Boat Dealers	Not Covered		
V.	Piers, Wharves and Docks	Not Covered		
VI.	Property	Not Covered		
VII.	Equipment/Tools	Covered	\$ 115	
VIII.	Owned Watercraft	Covered	\$ 3,197	
	Terrorism	Not Covered		
	Optional Coverage	Not Covered		
TOTAL PREMIUM			\$ 14,650	
STATE SURCHARGE			\$ -	

For account of themselves

Loss, if any payable to: Assured or order

SUBJECT TO CONDITIONS OF FORM(S) ATTACHED HERETO.

IMU Manuscript Policy Form (Ed. 4/18) as attached

ISO CGL Form CG 00 01 04 13

G12144 (Ed. 1-92), CG 21 67 12 04, CG 21 44 04 17

Terr Ex Non Fire St. 2015, Crew Endorsement

LIMITS OF LIABILITY, AMOUNTS OF INSURANCE, AND DEDUCTIBLES AS PER THE DECLARATIONS PAGE
THIS POLICY IS MADE AND ACCEPTED SUBJECT TO THE FOREGOING PROVISIONS AND STIPULATIONS AND THOSE
HEREINAFTER STATED, WHICH ARE HEREBY MADE A PART OF THIS POLICY TOGETHER WITH OTHER SUCH
PROVISIONS, STIPULATIONS AND AGREEMENTS AS MAY BE ADDED HERETO, AS PROVIDED IN THIS POLICY.

IN WITNESS WHEREOF, this Company has caused this Policy to be executed below, but this
Policy shall not be valid unless countersigned by a duly authorized representative of the Company.

Kara L. B. Barrow, Secretary

Countersigned by

this date

T. Michael Miller, President & CEO

August 3, 2020

Authorized Representative

Coverage Section

Deductible

Limit

Premium

I Marina Operators Legal Liability A. Any One Vessel B. Any One Accident or Occurrence	I	\$10,000	\$1,000,000	\$1,227,489 Receipts, adjustable @ \$0 Sales, adjustable @	\$ 10,120	
			\$1,000,000		Flat	
II Protection & Indemnity A. Any One Accident or Occurrence	II	\$2,500	\$1,000,000	Including 1 Crew	\$ 1,218	
				1 Work Boat(s)		
III Commercial General Liability A. General Aggregate Limit (Other than Prod/Comp Ops) B. Products-Completed Operations Aggregate Limit C. Personal and Advertising Injury Limit D. Each Occurrence Limit E. Fire Damage Limit F. Medical Expense Limit	III	\$2,500	\$2,000,000		Included	
			\$1,000,000			
			\$1,000,000			
			\$1,000,000			
			\$100,000			
			\$5,000			
IV Boat Dealers Insurance A. Any One Vessel B. Any One Location C. Any One Accident or Occurrence	IV		\$0		Not Covered	
			\$0			
			\$0			
V Piers, Wharves, and Docks (Excluding Earthquake) Description 1. 2. 3. 4. 5. 6. Excluding Earthquake	V	Valuation =>	Actual Cash Value - Co-Insurance 80%			
			Insured Value	Deductible	Rate	
			\$ -	\$ -	0.00%	\$ -
			\$ -	\$ -	0.00%	\$ -
			\$ -	\$ -	0.00%	\$ -
			\$ -	\$ -	0.00%	\$ -
			\$ -	\$ -	0.00%	\$ -
			\$ -	\$ -	0.00%	\$ -
				PWD Total		
VI Property Insurance	VI	As per Schedule				
			No. of Properties			0
			Building			\$ -
			Contents			\$ -
			Business Income & E. E.			\$ -
			TOTAL Property			Not Covered
VII Equipment/Tools	VII	As per Schedule			\$ 115	
VIII Owned Watercraft	VIII	As per Schedule			\$ 3,197	
Terrorism					Not Covered	
Optional Coverage		Limits Deductible				
					\$ -	
					\$ -	
					\$ -	
					\$ -	
					\$ -	
					\$ -	
					TOTAL Optional Coverage	
		Grand Total				

Schedule of Equipment/Tools**Actual Cash Value - Co-Insurance 80%****Description****Value****Deductible****Rate****Premium**

1	misc tools, max item \$1,000	\$10,000	\$500	1.15%	\$115
2					
3					
4					
5					
6					
7					
8					
9					
10					

Total Premium**\$115****Schedule of Owned Watercraft****Actual Cash Value - Co-Insurance 80%***If no value is shown below coverage is for Protection & Indemnity Only***Description****Value****Deductible****Rate****Premium**

1	2006 Carolina Skiff	\$12,850	\$1,000	1.15%	\$148
2	1992 Dusty Skiff 16'	\$7,270	\$1,000	1.15%	\$84
3	2005 Intrepid 30'	\$110,242	\$1,000	1.15%	\$1,268
4	2008 Contender Open Fisherman	\$72,724	\$1,000	1.15%	\$836
5	2010 Yamaha Jet ski	\$11,744	\$1,000	1.15%	\$135
6	2010 Yamaha Jet ski	\$11,744	\$1,000	1.15%	\$135
7	2016 Yamaha Jet Ski	\$10,579	\$1,000	1.15%	\$122
8	2019 Yamaha jet ski	\$10,579	\$1,000	1.15%	\$122
9	2015 Carolina	\$19,600	\$1,000	1.15%	\$225
10	2019 Yamaha jet ski	\$10,579	\$1,000	1.15%	\$122

Total Premium**\$3,197**

Mortgagees

Name and Address

Location

Interest

Location and Interest

Coverage Section(s) Applicable

Name and Address

Location

Interest

Location and Interest

Coverage Section(s) Applicable

Name and Address

Location

Interest

Location and Interest

Coverage Section(s) Applicable

Name and Address

Location

Interest

Location and Interest

Coverage Section(s) Applicable

Loss Payees

Name and Address

Location

Interest

Location and Interest

Coverage Section(s) Applicable

Name and Address

Location

Interest

Location and Interest

Coverage Section(s) Applicable

Name and Address

Location

Interest

Location and Interest

Coverage Section(s) Applicable

Name and Address

Location

Interest

Location and Interest

Coverage Section(s) Applicable

		Description	Insured Value	Rate	Premium
Bldg	Building				
	Contents				
	Business Income & Extra Expense =====>				
	Valuation				Total for Property
	Property Deductible				
Bldg	Building				
	Contents				
	Business Income & Extra Expense =====>				
	Valuation				Total for Property
	Property Deductible				
Bldg	Building				
	Contents				
	Business Income & Extra Expense =====>				
	Valuation				Total for Property
	Property Deductible				
Bldg	Building				
	Contents				
	Business Income & Extra Expense =====>				
	Valuation				Total for Property
	Property Deductible				
Bldg	Building				
	Contents				
	Business Income & Extra Expense =====>				
	Valuation				Total for Property
	Property Deductible				
Bldg	Building				
	Contents				
	Business Income & Extra Expense =====>				
	Valuation				Total for Property
	Property Deductible				
Bldg	Building				
	Contents				
	Business Income & Extra Expense =====>				
	Valuation				Total for Property
	Property Deductible				
Bldg	Building				
	Contents				
	Business Income & Extra Expense =====>				
	Valuation				Total for Property
	Property Deductible				
Bldg	Building				
	Contents				
	Business Income & Extra Expense =====>				
	Valuation				Total for Property
	Property Deductible				
Bldg	Building				
	Contents				
	Business Income & Extra Expense =====>				
	Valuation				Total for Property
	Property Deductible				



Safe Harbor Pollution
66 Whitecap Drive
North Kingstown, RI 02852
United States
Phone: 401.792.0144
Fax: 516.795.8806
Website: www.SafeHarborPollution.com

POLLUTION POLICY QUOTATION


If effected, in consideration of the payment of the premium and subject to the terms and conditions hereinafter set forth, the Company agrees to provide insurance on behalf of the listed insurers on this document:

Quote Title	2020-Quote										
Named Insured	City of Hollywood 2600 Hollywood Blvd. Hollywood, FL 33020 UNITED STATES										
Producer	Aon Risk Insurance Services West, Inc. 425 Market Street, Suite 2800 San Francisco, CA 94105 UNITED STATES										
Policy Period	Effective from 12:00 am, October 01, 2020 to 12:01 am, October 01, 2021										
Premium	<table border="1"> <tr> <td>Pollution Premium</td><td>1,390.00 (USD)</td></tr> <tr> <td>Payment Option</td><td>Inception (1)</td></tr> <tr> <td>Currency</td><td>US Dollars (USD)</td></tr> <tr> <td>Broker Commission</td><td>0.00%</td></tr> </table>			Pollution Premium	1,390.00 (USD)	Payment Option	Inception (1)	Currency	US Dollars (USD)	Broker Commission	0.00%
Pollution Premium	1,390.00 (USD)										
Payment Option	Inception (1)										
Currency	US Dollars (USD)										
Broker Commission	0.00%										
Limits of Liability	<p>This Quote is subject to a per Occurrence limit as set forth in the Schedule of Vessels, which is the maximum payable under this Quote for each and every Occurrence, including all costs of investigation and defense.</p> <hr/> <p>All limits are in US Dollars (USD)</p> <table border="1"> <tr> <td>*Pollution Limit</td><td>See Attached Vessel Schedule</td></tr> </table> <hr/> <p>*Policy maximum limit</p>			*Pollution Limit	See Attached Vessel Schedule						
*Pollution Limit	See Attached Vessel Schedule										
Annual Aggregates	<p>(a) U.S. Criminal Defense (SECTION 8 of CHAPTER 2) in the amount of 100,000.00 (USD) Per Occurrence with an annual aggregate of 100,000.00 (USD)</p> <p>(b) Fines & Penalties (SECTION 4 of CHAPTER 2) in the amount of 1,000,000.00 (USD) Per Occurrence with an annual aggregate of 1,000,000.00 (USD)</p>										
Schedule of Vessels	See Attached Vessel Schedule										
Coverage Sections	OPA (SECTION 1) CERCLA (SECTION 2) Public Relations (SECTION 3) Fines and Penalties (SECTION 4) Substances Other than Oil and Hazardous Substances (SECTION 5) Cleaning of Decks and Surfaces (SECTION 6) Property Damage Ashore (SECTION 7) U.S Criminal Defense (SECTION 8) Other Federal Statutes (SECTION 9) International Conventions (SECTION 10) Public Vessels (SECTION 11) State Law (SECTION 12) Mitigation (SECTION 13)										



Safe Harbor Pollution
66 Whitecap Drive
North Kingstown, RI 02852
United States
Phone: 401.792.0144
Fax: 516.795.8806
Website: www.SafeHarborPollution.com

POLLUTION POLICY QUOTATION

Navigation Limits	Type	Area
	Primary	World Wide
Additional Coverages	OFAC/Economic Sanctions Violation Exclusion TRIA Disclosure Endorsement Vessel Schedule	
Special Conditions	\$350.00 Minimum Earned Premium	
Subject to all terms, conditions, exclusions, and limitations of this Company's 0120VesselPollution Policy.		
*If paying in installments, the first installment owed will be fully earned and non-refundable.		
This is to certify that the insurance described herein, if effected, will be placed 57.1429% with Underwriters at State National Insurance Company 14.2857% with Underwriters at Starr Indemnity & Liability Company 14.2857% with Underwriters at Berkshire Hathaway Specialty Insurance Company 14.2857% with Underwriters at Ascot Insurance Company 100% TOTAL The liability of the Underwriters is several and not joint and is limited solely to the extent of their proportions as per referenced. The Underwriters are not responsible for the subscription of any co-scribing Underwriter who for any reason does not satisfy all or part of its obligations. This Quote is valid for thirty (30) days from the date shown below. Issued at North Kingstown, Rhode Island, as per authority granted Safe Harbor Pollution Insurance August 4, 2020 By:  Authorized Signature		



Safe Harbor Pollution
66 Whitecap Drive
North Kingstown, RI 02852
United States
Phone: 401.792.0144
Fax: 516.795.8806
Website: www.SafeHarborPollution.com

City of Hollywood Vessel Schedule

Count	Description/Name	GRT	Type	Pollution Limit	Premium
1	1992 DUSKY SKIFF 16' Effective: 10/01/20 - 10/01/21	25	Workboat	5,000,000.00 (USD)	260.00 (USD)
2	2005 INTREPID 30' Effective: 10/01/20 - 10/01/21	30	Workboat	5,000,000.00 (USD)	350.00 (USD)
3	2008 CONTENDER OPEN FISHERMAN 25' Effective: 10/01/20 - 10/01/21	25	Workboat	5,000,000.00 (USD)	260.00 (USD)
4	2006 CAROLINA SKIFF 19' Effective: 10/01/20 - 10/01/21	25	Workboat	5,000,000.00 (USD)	260.00 (USD)
5	2015 CAROLINA SKIFF Effective: 10/01/20 - 10/01/21	25	Workboat	5,000,000.00 (USD)	260.00 (USD)

Total Premium 1,390.00 (USD)

Effective on or after October 1, 2020.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

Signed at North Kingstown, Rhode Island on the 4th day of August 2020.

By:


Authorized Signature

Kyle Snowdon-Dodd

16/07/2020

Deadly Weapon Insurance

Insured:	City of Hollywood (Please advise if this is not the full and correct name as it should appear on the policy)				
Insured's Address:	As per expiring contract CMCTR1903767				
Period:	12 months from 1 st October 2020				
Business description:	Municipality				
Declared Values:	<p>Terms are based on the following total declared values:</p> <table> <tr> <td>Property Damage</td> <td>USD 517,758,800</td> </tr> <tr> <td>Business Interruption (18 Months)</td> <td>USD 610,507,530</td> </tr> </table> <p>(Please confirm whether these are the full and correct values.)</p>	Property Damage	USD 517,758,800	Business Interruption (18 Months)	USD 610,507,530
Property Damage	USD 517,758,800				
Business Interruption (18 Months)	USD 610,507,530				

<p>Wording:</p>	<p>Deadly Weapon Protection Policy (May 2020 Edition), as per attached e-mail.</p> <p>Amendments to expiring wording as follows – commentary from Beazley:</p> <ol style="list-style-type: none"> 1. <i>We have amended the definition of assailant to include the words “or causing serious bodily injury” so the definition now reads: Assailant(s) means an individual or group of individuals actively engaged in (or assisting in) killing or causing serious bodily injury, or attempting to kill or cause serious bodily injury, to a person or persons using a Weapon.</i> 2. <i>We have added a Fraudulent Claims Clause.</i> 3. <i>Endorsement 3 – Crisis Management Services</i> <ol style="list-style-type: none"> a. <i>We have removed the first paragraph referencing “circumstance” cover and created a separate endorsement for this coverage.</i> b. <i>We have made the crisis management services also available at anniversary date of the event in addition to the standard 90 days after the DWP event.</i> c. <i>We have added some language stating that the policy can pay other expenses to those listed in this endorsement but this would be at the sole and entire discretion of the Underwriters and those other expense costs have to be directly incurred by the Insured. We have put a limit of USD 250,000 each and every DWP event with USD1,000,000 in the policy Aggregate.</i> d. <i>We have further amended the endorsement to make it clear that the CrisisRisk fees incurred whilst responding to a DWP event would not erode the policy limit. We have defined what we mean by Event Responder Fees and these are the costs incurred by CrisisRisk in responding to an event such as their time and airfares and accommodation if they have to deploy to the scene of the event.</i> 4. <i>Endorsement 4 – Circumstance – We have created a separate head of cover for circumstance to help highlight the coverage that we had previously included within Endorsement 3. We have added a definition of circumstance which means a situation, action, event, behaviour or information received which indicates that a DWP event is reasonably likely to occur. The Event Responder Fees under this section will not erode the policy limit.</i> 5. <i>The limit under the Property Damage endorsement has been amended and the coverage provided is now up to the full policy limit rather than being sub limited.</i>
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	<p>6. COVID 19 Exclusion</p> <p>7. Exclusion for assets that are sub leased to another entity. i.e. a park is sub leased to a concert event organizer.</p>
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Terms

Limit : USD 1,000,000 each and every Deadly Weapon Event including Claim Expenses.
USD 1,000,000 Aggregate

Self Insured Retention: USD 10,000 each and every Deadly Weapon Event including Claim Expenses. 3 Days for Interruption of Business Extension.

Premium: USD 45,756 (100%) Annual.

PPC:	60 day Premium Payment Condition - LSW 3000 (a copy is available on request)
Lead U/wtr:	Lloyd's of London Syndicate AFB 2623
Cancellation:	Non-cancellable by either party other than for non-payment of premium
Main Exclusions:	Chemical/biological/nuclear/radiological/cyber/hoaxes/threats
Subjectivities:	No losses/threats/incidents/violent events/criminal events at scheduled locations at time of binding
Brokerage:	<p>Brokerage agreed by Underwriters as available to be paid to the retail broker:</p> <p>25%</p>
Indication Terms:	<ul style="list-style-type: none">• Subject to acceptance by both sides.• Aon Crisis Management (ACM) to receive written confirmation that the Insured wishes to purchase the proposed insurance and ACM to reply in writing confirming that cover is 100% bound before the risk is deemed to have become 'live'.• Indication open 7 days subject to no material change• Subject to full disclosure of material facts (as below) including no known threats, undisclosed claims record or other information relevant to the proposed insurance.

<p>Scope of Service:</p>	<p>We are a leading provider of insurance and reinsurance broking, risk management and human resources consulting.</p> <p>Type of Contract:</p> <p>Deadly Weapon Protection Insurance</p> <p>For this risk we only offer products from a limited number of insurers. A list of the insurers from which we offer insurance can be provided, if requested.</p>
<p>Access to Terrorism Tracker – database of global terrorism incidents</p> 	<p>Aon clients with terrorism cover are entitled to free access to Terrorism Tracker.</p> <p>Terrorism Tracker is an interactive, online database of global terrorism incidents and plots, which is updated on a daily basis. It allows users to perform detailed and customised searches of terrorist attacks by date range, geography, industry sector, perpetrator group and other criteria. It is designed for use by risk managers or others with responsibility for counter terrorism risk management.</p> <p>Details of how to sign up and access the Terrorism Tracker database are sent out with policy documents. For further information see www.terrorismtracker.com</p> <p>You can also request free subscription to our monthly Terrorism Tracker newsletter. Please speak to your Aon broker if you would like to receive this publication.</p>

UAS Quotation



Date 8/12/20

Named Insured: City of Hollywood
and subsidiary and affiliated companies

Mailing Address: 2600 Hollywood Blvd., P. O. Box 229045
Hollywood FL 33022-9045

Carrier: United States Aircraft Insurance Group through one or more
of the following member companies:
ACE American Insurance Company - 100%

Effective & Expiration Date: 10/1/2020-10/1/2021

Binder Expiration Date: 30 days from date above or when replaced by Policy Number
indicated below

Line of Business: Unmanned Aerial

Special Terms, Conditions, Exclusions: War, Hi-Jacking and Other Perils Exclusion Clause
War, Hi-Jacking and Other Perils Limited Write-back Aggregate
Date Change Recognition Exclusion
Date Change Recognition Limited Write-back Provision
Noise, Pollution and Other Perils Exclusion
Asbestos Exclusion
Nuclear Risk Exclusion Endorsement
State Required Endorsements

	<u>Option 1</u>	<u>Option 2</u>	<u>Option 3</u>
Coverage Tier	2	2	2
Liability Limit	\$5,000,000	\$4,000,000	\$3,000,000
Physical Damage - Agg or Scheduled	Aggregate	Aggregate	Aggregate
Liability Premium	\$8,397	\$7,483	\$6,554
War Liability - per occ. (Optional)	\$420	\$374	\$328
TRIA Liability (Optional)	\$0	\$0	\$0
Physical Damage Premium	\$1,560	\$1,560	\$1,560
Total Annual Premium	\$10,376	\$9,418	\$8,442
Commission:	22.50%	22.50%	22.50%
Policy Number:			

This document confirms that U.S. Aircraft Insurance Group has bound coverage for the Entity(ies)
or Individual(s) outlined above in accordance with the terms and conditions set out herein.

Underwriter Signature: _____

Date: _____

Underwriter Name: _____

Option 1	Tier 2
Qualified UAS	UAS owned by, leased to, or in the care, custody or control of the Named Insured, weighing less than 55 pounds
Liability Coverage	
UAS Liability Limit - CSL (Bodily Injury and Property Damage) - each occurrence	\$5,000,000
Basis on which UAS Liability applies (Blanket or Scheduled)	Blanket - Any and all UAS subject to a maximum of 15
Premises Liability Limit - CSL Bodily Injury and Property Damage	\$5,000,000
Personal & Advertising Injury - each offense and in the annual aggregate	Matches Policy Limit up to \$25,000,000
Medical Payments - each person	\$100,000
Contractual Liability	Policy Limit - 60 day reporting
Physical Damage Coverage	
UAV Physical Damage Aggregate Limit	\$25,000
Deductible	5% each and every loss
Supplementary Payments	
Defense Costs	In addition to the Limits of Liability, duty to defend ceases when limits are exhausted
Bail Bonds - each occurrence	\$15,000
Loss of Earnings	\$500 per day
Policy Conditions	
Purpose of Use	You may use the Unmanned Aircraft System for all operations required by the Named Insured
Pilots	Any pilot approved by the Named Insured or their designee
Policy Territory	Worldwide
Inadvertent E&O or Failure to Give Notice	Included
Fellow Employee Coverage	Included
Cancellation Terms	90 days' notice /15 days for non-payment
Policy Endorsements	
Non-Owned UAS Liability Limit - each occurrence	\$5,000,000
Property Damage to Non-Owned UAS - each occurrence	\$250,000
UAS Cargo Liability - each occurrence	\$100,000
Products Liability for the Sale of UAS or UAS Parts - each occurrence and annual aggregate	\$5,000,000
War Liability Write-Back Coverage - each occurrence	Policy Limit, per additional premium quoted
Right of First Refusal on Salvage	Included
Fire Damage Legal Liability - each occurrence	\$100,000
Blanket Additional Insured	Included
Auto Attachment for Newly Acquired UAS - Liability	Included within Blanket Liability Coverage - no endorsement issued
Auto Attachment for Newly Acquired UAS - Physical Damage (Aggregate)	Included within Blanket Physical Damage Coverage - no endorsement issued
Performance Vector (included) - Option 1	3 ARGUS Unmanned Ground School Courses
Performance Vector (included) - Option 2	SafetyPartner Package

Option 2	Tier 2
Qualified UAS	UAS owned by, leased to, or in the care, custody or control of the Named Insured, weighing less than 55 pounds
Liability Coverage	
UAS Liability Limit - CSL (Bodily Injury and Property Damage) - each occurrence	\$4,000,000
Basis on which UAS Liability applies (Blanket or Scheduled)	Blanket - Any and all UAS subject to a maximum of 15
Premises Liability Limit - CSL Bodily Injury and Property Damage	\$4,000,000
Personal & Advertising Injury - each offense and in the annual aggregate	Matches Policy Limit up to \$25,000,000
Medical Payments - each person	\$100,000
Contractual Liability	Policy Limit - 60 day reporting
Physical Damage Coverage	
UAV Physical Damage Aggregate Limit	\$25,000
Deductible	5% each and every loss
Supplementary Payments	
Defense Costs	In addition to the Limits of Liability, duty to defend ceases when limits are exhausted
Bail Bonds - each occurrence	\$15,000
Loss of Earnings	\$500 per day
Policy Conditions	
Purpose of Use	You may use the Unmanned Aircraft System for all operations required by the Named Insured
Pilots	Any pilot approved by the Named Insured or their designee
Policy Territory	Worldwide
Inadvertent E&O or Failure to Give Notice	Included
Fellow Employee Coverage	Included
Cancellation Terms	90 days' notice /15 days for non-payment
Policy Endorsements	
Non-Owned UAS Liability Limit - each occurrence	\$4,000,000
Property Damage to Non-Owned UAS - each occurrence	\$250,000
UAS Cargo Liability - each occurrence	\$100,000
Products Liability for the Sale of UAS or UAS Parts - each occurrence and annual aggregate	\$4,000,000
War Liability Write-Back Coverage - each occurrence	Policy Limit, per additional premium quoted
Right of First Refusal on Salvage	Included
Fire Damage Legal Liability - each occurrence	\$100,000
Blanket Additional Insured	Included
Auto Attachment for Newly Acquired UAS - Liability	Included within Blanket Liability Coverage - no endorsement issued
Auto Attachment for Newly Acquired UAS - Physical Damage (Aggregate)	Included within Blanket Physical Damage Coverage - no endorsement issued
Performance Vector - Option 1	3 ARGUS Unmanned Ground School Courses
Performance Vector - Option 2	SafetyPartner Package

Option 3	Tier 2
Qualified UAS	UAS owned by, leased to, or in the care, custody or control of the Named Insured, weighing less than 55 pounds
Liability Coverage	
UAS Liability Limit - CSL (Bodily Injury and Property Damage) - each occurrence	\$3,000,000
Basis on which UAS Liability applies (Blanket or Scheduled)	Blanket - Any and all UAS subject to a maximum of 15
Premises Liability Limit - CSL Bodily Injury and Property Damage	\$3,000,000
Personal & Advertising Injury - each offense and in the annual aggregate	Matches Policy Limit up to \$25,000,000
Medical Payments - each person	\$100,000
Contractual Liability	Policy Limit - 60 day reporting
Physical Damage Coverage	
UAV Physical Damage Aggregate Limit	\$25,000
Deductible	5% each and every loss
Supplementary Payments	
Defense Costs	In addition to the Limits of Liability, duty to defend ceases when limits are exhausted
Bail Bonds - each occurrence	\$15,000
Loss of Earnings	\$500 per day
Policy Conditions	
Purpose of Use	You may use the Unmanned Aircraft System for all operations required by the Named Insured
Pilots	Any pilot approved by the Named Insured or their designee
Policy Territory	Worldwide
Inadvertent E&O or Failure to Give Notice	Included
Fellow Employee Coverage	Included
Cancellation Terms	90 days' notice /15 days for non-payment
Policy Endorsements	
Non-Owned UAS Liability Limit - each occurrence	\$3,000,000
Property Damage to Non-Owned UAS - each occurrence	\$250,000
UAS Cargo Liability - each occurrence	\$100,000
Products Liability for the Sale of UAS or UAS Parts - each occurrence and annual aggregate	\$3,000,000
War Liability Write-Back Coverage - each occurrence	Policy Limit, per additional premium quoted
Right of First Refusal on Salvage	Included
Fire Damage Legal Liability - each occurrence	\$100,000
Blanket Additional Insured	Included
Auto Attachment for Newly Acquired UAS - Liability	Included within Blanket Liability Coverage - no endorsement issued
Auto Attachment for Newly Acquired UAS - Physical Damage (Aggregate)	Included within Blanket Physical Damage Coverage - no endorsement issued
Performance Vector - Option 1	3 ARGUS Unmanned Ground School Courses
Performance Vector - Option 2	SafetyPartner Package



**SINGLE RISK PROPOSAL — EXCESS FOLLOW
FORM
CITY OF HOLLYWOOD**

This quote is valid until effective date.

ISSUE DATE: August 11, 2020

INSURED: City of Hollywood

UNDERWRITING COMPANY: ALLIED WORLD SURPLINES INSURANCE COMPANY

(Non-Admitted Paper)

AM Best Rating: A XV

POLICY NUMBER: TBD

TERM: 10/01/2020 to 10/01/2021 12:01 AM Local Time

LIMIT SUMMARY: \$1,000,000 / \$3,000,000 xs \$1,000,000 / \$5,000,000 and \$5,000,000 / \$5,000,000

***See Page 2 "Limits and Retentions" for details*

PREMIUM AND PAYMENT TERMS*:

\$ 149,131 Without Terrorism

\$ 798 Terrorism Premium

\$ 149,929 Total Annual Premium with Terrorism

Compliance with all surplus lines placement requirements, including stamping the Policy and collection and payment of surplus lines taxes, is the responsibility of the broker.

Premium is due at inception, payable in 30 days. Any State Surcharges and Fees are in addition to and not considered premium.

COMMISSION: 15%

UNDERWRITER: Margaret Zechlin, 415.761.8628, mzechlin@alliedpublicrisk.com

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.

LIMITS AND RETENTIONS:

UNDERLYING POLICIES

Major Lines of Business (sublines/sublimits)	Specific Limit*	Annual Aggregate Limit*	Retention / Deductible	Coverage Trigger	Retroactive Date	Carrier
Auto Liability	\$1,000,000	N/A	\$400,000	Accident	N/A	Brit
General Liability including Sexual Abuse and Sexual Har- assment	\$1,000,000	\$5,000,000	\$400,000	Occurrence	N/A	Brit
Employee Benefits	\$1,000,000	\$5,000,000	\$400,000	Occurrence	N/A	Brit
Law Enforcement Liability in- cluding Sexual Abuse and Sexual Harassment	\$1,000,000	\$5,000,000	\$400,000	Occurrence	N/A	Brit
Public Official's Liability and Employment Practices Liability	\$5,000,000	\$5,000,000	\$100,000	Claims Made	TBD	Ironshore

Underlying Program / Carrier Policy Number(s): TBD

ALLIED PUBLIC RISK

Follow Form Excess Liability	\$1,000,000	\$3,000,000	Excess of Underlying	Per Underlying	Per Underlying	AWSLIC
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DEFENSE TREATMENT:	Follows Underlying.
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TERRITORY: United States and its territories or possessions.

NOTICE OF CANCELLATION: Per state requirement.

CLAIMS ADMINISTRATION: The Insured's claims administration is handled by Brit and Ironshore.

GENERAL CONDITIONS:

- ◆ This proposal represents the Company's proposed terms and conditions, which may not include all of the requested terms and conditions. No warranty is made or implied with respect to the total compliance to bid specifications or applications.
- ◆ Coverage is not subject to audit.
- ◆ **Terrorism**

This proposal includes coverage for the TRA (Terrorism Reform Act) legislation. Our proposed premium for certified terrorism coverage, as defined by the act, is an additional premium **\$798**. The insured has the option to reject the terrorism coverage. If the insured rejects to purchase the coverage, a terrorism exclusion form must be completed and signed by the insured in order to do so. **If the form is not returned to us upon binding of coverage, the terrorism premium will be automatically included.**

SPECIFIC ADDITIONAL CONDITIONS:

- ◆ The excess follow form pricing, terms and conditions included in this proposal have been developed based upon the primary program / carrier as stated on the “limits and retentions” page of this proposal (page 2). In the event the primary casualty coverage is bound with another program or carrier, this Underwriter reserves the right to modify the terms and conditions of this follow form excess coverage up to and including nullification of the excess follow form quotation provided in this proposal.
- ◆ If the loss experience or the exposures materially change between the issue date of this proposal and the date that coverage is bound, we reserve the right to change the terms, conditions and / or premium.
- ◆ Loss runs must be valued within 90 days of the policy's inception. If loss runs originally submitted exceed 90 days, currently valued loss runs will be due at the time of binding.
- ◆ Underlying policies due within 30 days of the effective date.
- ◆ Agent/Broker is responsible for the payment and filing of all surplus lines filings, taxes and fees.

THE FOLLOWING SUBJECTIVITIES ARE DUE AT THE TIME OF BINDING:

- Signed and dated Acceptance or Rejection of Terrorism Insurance Coverage form.
- Receipt of the underlying binder(s) prior to issuance of our binder.
- Signed and dated Florida Surplus Lines Producer Acknowledgement.
- Signed and dated Florida Surplus Lines Disclosure & Acknowledgement.

FORMS AND ENDORSEMENTS

EXCESS FOLLOW FORM

FORMS AND ENDORSEMENTS:

GL 00554 00	AWSLIC Following Form Excess Liability Insurance Policy Declarations
GL 00555 00	AWSLIC Following Form Excess Liability Insurance Policy
GL 00113 00	Unimpaired Aggregate
GL 00117 00	Terrorism Disclosure Statement
GL 00323 00	Schedule of Underlying Insurance
GL 00286 09	FL Excess CGL Amendatory
GL 00366 00	Follow Form Other Aggregate Limit Endorsement
00275	FL Surplus Lines Service of Suit

EXCLUSIONS:

SIR-XS 00005 00	Excess—Auto Exclusion
GL 00447 00	Access to or Disclosure of Confidential or Personal Information
136	US Treasury Department OFAC Advisory Notice to Policyholders
00235	Subsidence Exclusion
Z-XSFF 00191 00	Communicable Disease and Infectious Agent Exclusion
Z-XSFF 00200 00	Exclusion—Distribution of Materials in Violation of Law
Z-XSFF 00205 00	Exclusion—War

POLICYHOLDER DISCLOSURE STATEMENT

NOTICE OF TERRORISM

INSURANCE COVERAGE

The **insured** is hereby notified that under the federal Terrorism Risk Insurance Act, as amended, (the “Act”), the **insured** has a right to purchase insurance coverage for **losses** arising out of an Act of Terrorism, as defined in Section 102(1) of the Act. The term “act of terrorism” means any act 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 of the United States in 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 **insured** should read the Act for a complete description of its coverage. The Secretary’s decision to certify or not to certify an event as an Act of Terrorism covered by the Act is final and not subject to review.

Coverage provided by this **policy** for **losses** caused by a Certified Act of Terrorism may be partially reimbursed by the United States Government under a formula established by federal law. However, the **insured’s policy** may contain other exclusions that might affect coverage, such as an exclusion for nuclear events. Under the formula, the United States Government will generally reimburse 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 a statutorily established deductible that must be met by the **company**, and which deductible is based on a percentage of the **company’s** direct earned premiums for the year preceding the Certified Act of Terrorism.

Be advised that the Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap on all losses resulting from Certified Acts of Terrorism. If aggregate insured losses attributable to Certified Acts of Terrorism exceed \$100 billion in a calendar year, the United States Government shall not make any payment for any portion of the amount of such loss that exceeds \$100 billion. If aggregate insured losses attributable to Certified Acts of Terrorism exceed \$100 billion in a calendar year and the **company** has met its deductible under the Act, the **company** shall not be liable for payment of any portion of the 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.

Coverage for “insured losses” as defined in the Act is subject to the coverage terms, conditions, amounts and limits in this **policy** applicable to **losses** arising from events other than Certified Acts of Terrorism.

The **insured** should know that under federal law, the **insured** is not required to purchase coverage for **losses** caused by Certified Acts of Terrorism.

Acceptance or Rejection of Terrorism Insurance Coverage

	I hereby elect to purchase terrorism coverage for a prospective premium of \$798.	
	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.	
	Allied World Surplus Lines Ins. Co.	
Policyholder/Applicant's Signature	Insurance Company	
Print Name	Policy Number	
Date		

SURPLUS LINES DISCLOSURE AND ACKNOWLEDGEMENT

At my direction, _____ has placed my coverage in the surplus lines market. As required by Florida Statute 626.916, I have agreed to this placement. I understand that superior coverage may be available in the admitted market and at a lesser cost and that persons insured by surplus lines carriers are not protected by the Florida Insurance Guaranty Association with respect to any right of recovery for the obligation of an insolvent unlicensed insurer.

I further understand the policy forms, conditions, premiums, and deductibles used by surplus lines insurers may be different from those found in policies used in the admitted market. I have been advised to carefully read the entire policy. There is no liability on the part of, and I have no cause of action against, my agent for placing coverage in the surplus lines market.

Named Insured

By:

Signature of Named Insured

Date

Printed Name and Title of Person Signing

Name of Excess and Surplus Lines Carrier

Type of Insurance

Effective Date of Coverage

SURPLUS LINES PRODUCER ACKNOWLEDGMENT

This policy is being written on a surplus lines (or non-admitted) basis. It is your responsibility to arrange for the filing and payment of all applicable lines taxes and fees. In addition, submitting producer must make sure the issuance of the policy complies with all countersignature and disclosure requirements if applicable.

Please return a copy of this document acknowledging that all surplus lines filings will be completed in full compliance with all applicable state surplus lines laws, regulations, and procedures.

Name of Individual or Office holding Surplus Lines License

Address

City

State, Zip Code

FL Surplus Lines License Number

License Expiration Date:

I ACKNOWLEDGE RESPONSIBILITY FOR THE PAYMENT AND FILING OF STATE TAXES AND FEES ON THE CAPTIONED POLICY. I CERTIFY THAT THE SURPLUS LINES FILING WILL BE COMPLETED IN FULL COMPLIANCE WITH ALL APPLICABLE STATE SURPLUS LINES PROCEDURES.

Signature

Date

About Aon

Aon plc (NYSE:AON) is a leading global professional services firm providing a broad range of risk, retirement and health solutions. Our 50,000 colleagues in 120 countries empower results for clients by using proprietary data and analytics to deliver insights that reduce volatility and improve performance

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