

# **SURPLUS LINES NOTICE**

## **FLORIDA**

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

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



ENDURANCE AMERICAN SPECIALTY INSURANCE COMPANY

This Declarations page, with endorsements, if any issued to form a part thereof, completes the below numbered POLICY.
Policy No. CPN10007813400 Renewal of: New

PROPERTY DECLARATIONS PAGE

Table with 2 columns: NAMED INSURED AND ADDRESS, PRODUCER'S NAME AND ADDRESS. Includes Lee County Board of County Commissioners and Peachtree Special Risk Brokers, LLC.

POLICY PERIOD: Inception: October 01, 2015 Expiration: October 01, 2016
12:01 a.m. Standard Time at the address of the Insured shown at the left.

Notice to Named Insured: It is important that the written portion of all policies covering the same property read exactly alike. If they do not, they should be made uniform at once.

1. DESCRIPTION OF COVERAGES:

All Risk of direct physical loss or damage including Earthquake and Flood per Lead Primary Manuscript Form and Endorsements attached.

2. LOCATIONS COVERED: As per schedule on file with this Insurance Company dated 10/01/2015

3. LIMIT OF LIABILITY \$1,250,000 primary per occurrence and annual aggregate as respects Earthquake and Flood, part of \$10,000,000

The "Company" provides the limits shown above with respect to each and every "loss" or "occurrence" caused by or resulting from the perils insured against under this policy.

4. DEDUCTIBLE AMOUNT: Per Lead Primary Manuscript Form

5. TOTAL PREMIUM: \$112,350

6. MINIMUM EARNED PREMIUM: \$28,088\*Subject to the Hurricane Season Minimum Earned Premium Endorsement, if applicable. (See Addendum #4)

Table with 2 columns: TAXES / FEES APPLICABLE, Amount. Rows include State Fees, Stamping Fees, Inspection Fee, and Modeling Fee.

8. MORTGAGE CLAUSE: Not Applicable

9. SUBJECT TO FORM(S) AND ENDORSEMENTS SCHEDULE ECP 0101 0508 ATTACHED

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the above mentioned Policy, other than as above stated.

Issuance Date: October 28, 2015 Premium: \$112,350.00
Issuing Office: 3780 Mansell Road, Suite 400 Admin fee: \$35.00
Alpharetta, GA 30022 Modeling Fee: \$150.00
EMPA Fee: \$4.00
Total Premium: \$112,539.00

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.

License #: P082520
Address: 1815 Griffin Rd. Suite 300,
Dania Beach, FL 33004

Tax Exempt

Producing Agent's Name:
Address:

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.

## FORMS AND ENDORSEMENT SCHEDULE

It is hereby understood and agreed the following forms and endorsements are attached to and are a part of this policy:

#	Form Number	Form Name
1.	SN 9048 0914 FL	SURPLUS LINES NOTICE
2.	ECP 0001 0508	PROPERTY DECLARATIONS PAGE
3.	ECP 0101 0508	FORMS AND ENDORSEMENT SCHEDULE
4.		APPROVED MANUSCRIPT FORM
5.	IL 09 35 07 02	EXCLUSION FOR CERTAIN COMPUTER RELATED LOSSES
6.	CP 01 40 07 06	EXCLUSION OF LOSS DUE TO VIRUS OR BACTERIA
7.	IL 09 86 03 08	NUCLEAR, BIOLOGICAL, CHEMICAL OR RADIOLOGICAL TERRORISM
8.	ECP 1307 0512	SERVICE OF SUIT ENDORSEMENT
9.	ECP 1301 0508	LOSS ADJUSTMENT ENDORSEMENT
10.	ECP 1302 0214	NOTICE OF LOSS
11.	PN 0001 0407	OFAC NOTICE
12.	IL 1008 0114	SIGNATURE PAGE

# Westchester Surplus Lines Insurance Company

---

11575 Great Oaks Way  
Suite 200  
Alpharetta, GA 30022

## NOTICE

**POLICY NO.** D37390252 005

**NAME OF INSURED:** Lee County Board of County Commissioners

**ADDRESS:** P.O. Box 398  
Ft. Myers, FL 33902

We are pleased to enclose your policy for this account.

Please be advised that by binding this risk with the above referenced Surplus Lines Insurance Company, you agree that as the Surplus Lines Broker responsible for the placement of this insurance policy, it is your obligation to comply with all States Surplus Lines Laws including completion of any declarations/affidavits that must be filed as well as payment of any and all Surplus Lines taxes that must be remitted to the State(s). We will look to you for indemnification if controlling Surplus Lines Laws are violated by you as the Surplus Lines broker responsible for the placement.

You further confirm that any applicable state requirement concerning a diligent search for coverage by admitted carriers has been fulfilled in accordance with state law.

Thank you for this placement and your regulatory compliance.

Date: 11/11/2015

# Surplus Lines Declarations



Policy No. D37390252 005	Renewal of: D37390252 004
--------------------------	---------------------------

<b>NAMED INSURED &amp; MAILING ADDRESS</b>
Lee County Board of County Commissioners P.O. Box 398 Ft. Myers, FL 33902

<b>POLICY PERIOD</b>
When Coverage Begins: 10/01/2015 12:01 A. M. Local Time At Named Insured's Address
When Coverage Ends: 10/01/2016 12:01 A. M. Local Time At Named Insured's Address

<b>INSURING COMPANY</b>	<b>Producer's Name &amp; Address:</b>
<b>Westchester Surplus Lines Insurance Company</b>	PEACHTREE SPECIAL RISK 303 CORPORATE CENTER DRIVE STOCKBRIDGE, GA 30281
	Producer No: 78524W

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.

# Common Policy Declarations



Policy Number: D37390252 005

Company Name: Westchester Surplus Lines Insurance Company

Named Insured & Mailing Address:

**Lee County Board of County Commissioners**  
 P.O. Box 398  
 Ft. Myers, FL 33902

Producer's Name & Address:

**PEACHTREE SPECIAL RISK**  
 303 CORPORATE CENTER DRIVE  
 STOCKBRIDGE, GA 30281  
 78524W - Renewal

## General Policy Information

Business Description: **Municipality**  
 When Coverage Begins: **10/01/2015** 12:01 A.M. Local Time at Named Insured's Address  
 When Coverage Ends: **10/01/2016** 12:01 A.M. Local Time at Named Insured's Address

**In return for the payment of premium, and subject to all the terms and conditions of this policy, we agree to provide the insurance as stated in this policy.**


The premium for this policy is indicated below next to the applicable Coverage Form(s).

*Coverage Form*

**Lee County Board of County Commissioners Property Policy Form** \$ **449,382.00**

Description	Amount	
Premium	\$449,382.00	\$
Policy Fee	\$35.00	\$
EMPA Fee	\$4.00	\$
<b>Amount Due:</b>	<b>\$449,421.00</b>	\$

**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.**

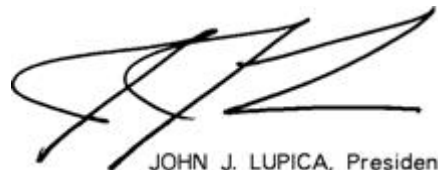
License #: **P082520**  **Total Premium:** \$ **449,382.00**  
 Address: **1815 Griffin Rd. Suite 300,** **Total Assessments, Fees, Surcharges, Taxes:** \$ **0**  
**Dania Beach, FL 33004** **Total Amount Due:** \$ **449,382.00**  
 Producing Agent's Name: **Tax Exempt** **Minimum Earned Premium:** \$ **112,346.00**  
 Address:

## Attached Forms Information

See Forms Schedule CPfs2

## Authorization Information

Date: 11/11/2015

  
 JOHN J. LUPICA, President

Authorized Representative

These Declarations together with the Coverage Declarations, Common Policy Conditions and Coverage Conditions (if applicable), Coverage Form(s) and Forms and Endorsements, if any, issued to form a part thereof, complete the above numbered policy.

# Forms Schedule

Company: Westchester Surplus Lines Insurance Company  
 SYM: FS Policy ID: D37390252 005

<b>Policy Period</b>	When Coverage Begins: <b>10/01/2015</b>	12:01 A.M. Local Time At Named Insured's Address
	When Coverage Ends: <b>10/01/2016</b>	12:01 A.M. Local Time At Named Insured's Address

<b>Applicable to all Coverage Parts</b>	<b>SLPD (03/08)-Surplus Lines Declarations</b> <b>BB-5W58a (09/11)-Common Policy Declarations</b> <b>Lee County Board of County Commissioners Property Policy Form</b> <b>SL-44730 (11/14)-Service Of Suit Endorsement - Florida</b> <b>TRIA24 (01/15)-Policyholder Disclosure Notice of Terrorism Insurance Coverage</b> <b>ALL-20887 (10/06)-ACE Producer Compensation Practices &amp; Policies</b> <b>ALL-21101 (11/06)-Trade or Economic Sanctions Endorsement</b> <b>ALL-5X45 (11/96)-Questions About Your Insurance</b> <b>IL P 001 01 04-U.S. Treasury Departments' Office of Foreign Assets Control ("OFAC") Advisory Notice to Policyholders</b> <b>MA-608255p (04/15)-Claims Directory Property and Inland Marine</b> <b>LD-5S23j (03/14)-Signature Endorsement</b>
<b>Commercial Property</b>	<b>ACE0204 (05/10)-Fungus, Wet Rot, Dry Rot and Bacteria Exclusion</b> <b>ACE0210 (01/08)-Nuclear, Biological, Chemical, Radiological Exclusion Endorsement</b> <b>ACE061 (10/13)-Asbestos Material Exclusion (Named Peril Exception)</b> <b>ACE0668 (04/14)-Claims Adjustment</b> <b>ACE0681 (10/11)-Definition Of Loss Occurrence Endorsement</b> <b>ACE126 (10/14)-Electronic Data Amendment Endorsement</b> <b>ALL-10750 (01/15)-Terrorism Exclusion Endorsement</b> <b>ACE0745 (09/12)-Certificate Of Insurance - Automatic Additional Insured And Loss Payee Endorsement</b> <b>LE02525A (10/15)-Policy Form Amendments Endorsement</b>
<b>Commercial Inland Marine</b>	Not Covered
<b>Commercial General Liability</b>	Not Covered
<b>Commercial Boiler &amp; Machinery</b>	Not Covered

**PARTICIPATION PAGE**


In consideration of the premium charged, the subscribers hereto, hereinafter referred to as the insurers, do severally, but not jointly, agree to indemnify the Insured for the amount recoverable in accordance with the terms and conditions of the Policy.

Provided that:

1. The collective liability of Insurers shall not exceed the Limit of Liability or any appropriate Sublimit of Liability or any Annual Aggregate limit.
2. The liability of each of the Insurers shall not exceed the Limit to the pro-rata percentage of liability sat against its name.

**Insured and Mailing Address:**                    **Lee County Board of County Commissioners**  
P.O. Box 398  
Fort Myers, FL 33902

**Lines Bound:**

<b>Insurer(s)</b>	<b>Policy No.</b>	<b>Participation</b>	<b>Authorized Signature</b>
Westchester Surplus Lines Insurance Company	<b>D37390252 005</b>	50% or \$5,000,000 Part of \$10,000,000 Primary	
Endurance American Specialty Insurance Company	CPN10007813400	12.5% or \$1,250,000 Part of \$10,000,000 Primary	
Lloyd's of London	12104F15	17.9% or \$8,950,000 part of \$50,000,000 Primary	
Ironshore Specialty Insurance Company	001472703	3% or \$1,500,000 part of \$50,000,000 Primary	
Aspen Specialty Insurance Company	PRA8TUF15	2.5% or \$1,250,000 part of \$50,000,000 Primary	
Certain Underwriters at Lloyd's	AMR-40010-01	4.23% or \$2,115,000 Part of \$50,000,000 Primary	
Indian Harbor Insurance Company	AMP7523165-02	1.269% or \$634,500 Part of \$50,000,000 Primary	
QBE Specialty Insurance Company	MSP-15698-02	4.371% or \$2,185,500 Part of \$50,000,000 Primary	
General Security Indemnity Company of Arizona	10T029659-02575-15	1.269% or \$634,500 Part of \$50,000,000 Primary	
United Specialty Insurance Company	USI-12545-01	1.41% or \$705,000 Part of \$50,000,000 Primary	
Lexington Insurance Company	LEX-084297356-01	1.128% or \$564,000 Part of \$50,000,000 Primary	



Princeton Excess and Surplus Lines Insurance Co.	7DA3CM0002500-01	0.423% or \$211,500 Part of \$50,000,000 Primary	
Landmark American Insurance Company	LHD394095	15% or \$6,000,000 part of \$40,000,000 Excess \$10,000,000	
Alterra Excess and Surplus Insurance Company	MKLS11XP003808	12.5% or \$5,000,000 part of \$40,000,000 Excess \$10,000,000	
Arch Specialty Insurance Company	ESP0051826-03	12.5% or \$5,000,000 part of \$40,000,000 Excess \$10,000,000	
United Specialty Insurance Company	UWT-15-28007	10% or \$4,000,000 part of \$40,000,000 Excess \$10,000,000	
Everest Indemnity Insurance Company	CA3X000369151	12.5% or \$5,000,000 part of \$40,000,000 Excess \$10,000,000	
James River Insurance Company	00055055-3	50% or \$25,000,000 part of \$50,000,000 Excess \$50,000,000	
Landmark American Insurance Company	LHD394096	50% or \$25,000,000 part of \$50,000,000 Excess \$50,000,000	

**Aggregate Exhaustion (as applicable)**

In the event of the reduction of the aggregate Limits of Liability of the Primary and Underlying Excess Insurances (as applicable) this Policy shall pay excess over the reduced aggregate limit. In the event of exhaustion of the aggregate Limits of Liability of the Primary and Underlying Excess (as applicable) Insurances this Policy, subject to all its provisions, shall continue in force as Primary Insurance in respect of the peril for which the aggregate Limit of Liability has been so exhausted and the deductible or self-insured amount applicable to that peril, shall apply to this Policy.

**Priority of Payment (as applicable)**

It is hereby understood and agreed that notwithstanding anything contained herein to the contrary that in the event of a claim hereunder which involves more than one interest and/or coverage and/or peril; it shall be at the sole option of the Insured to apportion recovery under this Policy when submitting final proof of loss, subject to the overall amount of claim not exceeding the overall limit of liability contained herein for any one loss.

For the purpose of attachment of coverage for excess layers, it is further agreed that loss involving any interest and/or peril covered in primary or underlying excess layers, but not covered in higher excess layers, shall be recognized by such excess layers as eroding or exhausting the occurrence limits of the primary and/or underlying excess layer(s). Nothing herein, however, shall be deemed coverage in such layer(s) to include loss from any interest and/or peril not covered in the excess layer(s) itself.

Nothing herein contained shall be held to vary, alter, waive or change any of the terms, limits or conditions of the policy except as herein above set forth.

---

**Lee County Board of County Commissioners**

---

AND ANY EXISTING OR NEWLY FORMED OR ACQUIRED  
OR AFFILIATED OR ASSOCIATED, OR SUBSIDIARY COMPANIES  
OR ENTITIES, CORPORATE OR OTHERWISE, OWNED, CONTROLLED,  
OR MANAGED BY ONE OR MORE OF THE ABOVE NAMED INSURED;  
AND ANY AFFILIATED OR ASSOCIATED ENTITIES, CORPORATE OR OTHERWISE,  
OWNING AN INTEREST IN OR CONTROLLING OR MANAGING ONE OR MORE OF  
THE ABOVE NAMED INSURED; AND ANY NOMINEES, GENERAL OR LIMITED  
PARTNERS, TRUSTEES, OR BENEFICIARIES, IN ANY OF THE ABOVE,  
BUT ONLY AS RESPECTS THEIR LIABILITY RESULTING FROM BEING  
A NOMINEE, PARTNER, TRUSTEE, OR BENEFICIARY, AND ANY PARTY  
IN INTEREST WHICH THE INSURED IS RESPONSIBLE TO INSURE

HEREINAFTER REFERRED TO AS "THE INSURED"

**1. TERM OF INSURANCE**

In consideration of an annual premiums, as denoted on the Participation Page attached hereto, this policy attaches and covers for a period of one year, from October 1, 2015 to October 1, 2016, beginning and ending at 12:01 A.M., standard time, at the location of the property involved.

The actual effective time of attachment of this insurance on the above date shall be the same time as the actual effective time of cancellation or expiration of policy(ies) replaced or renewed by this policy.

**2. PARTICIPATION**

This policy insures for an interest as denoted on the Participation Page attached hereto. In the event of loss or damage insured by this policy, this Insurer shall be liable for its proportional share of the Limits of Liability set forth herein.

**3. LIMITS OF LIABILITY**

In the event of loss or damage insured under this policy, this insurer(s) shall be liable for its proportional share of any one occurrence as denoted on the Participation Page attached hereto.

All coverages combined in any one loss; and further subject to the individual sublimits stated below:

Coverage hereunder applies up to, but not more than, the stated limits, for any one loss per occurrence. These limits are part of and not in addition to the stated Limits of Liability.

Program Sub-Limits:

- A. With respect to the perils of flood and earthquake, this Company shall not be liable, per occurrence and in any one policy year, for more than its proportion of \$50,000,000 which shall apply separately to each peril as referred to in Section 13. Even if the peril of flood or earthquake is the predominant cause of loss or damage, any ensuing loss or damage not

otherwise excluded herein shall not be subject to any sublimits or aggregates specified in this Clause A.;

- B. \$50,000,000 for Named Storm Wind
- C. \$25,000,000 for Flood in Special Flood Hazard Areas (SFHA), as defined by the Federal Emergency Management Agency, annual aggregate applies
- D. \$5,000,000 for Builders Risk Materials While in the Insured's Care, Custody & Control
- E. \$1,500,000 for Business Interruption
- F. \$5,000,000 Debris Removal (or 25% Whichever is greater)
- G. \$5,000,000 for Extra Expense
- H. \$5,000,000 for Newly Acquired Property (90 Days Reporting); includes Builders Risk, excluding soft costs
- I. \$1,000,000 for Miscellaneous Non-Owned Property at Scheduled and Unnamed Locations,
- J. \$1,000,000 Miscellaneous Rented Equipment Including Rented Vehicles; \$125,000 per item
- K. \$1,000,000 Errors & Omissions
- L. \$5,000,000 Valuable Papers & Records
- M. \$250,000 Pollution Cleanup (Annual Aggregate)
- N. \$1,000,000 Resultant Mold
- O. \$5,000,000 Accounts Receivable
- P. \$1,000,000 Emergency Evacuation Response (per attached endorsement)
- Q. \$10,000,000 Ordinance or Law – Demolition
- R. \$10,000,000 Ordinance or Law - Increased Cost of Construction
- S. \$400,000 Transit
- T. \$1,000,000 Fine Arts – non-scheduled items
- U. \$635,275 Fine Arts – as per schedule on file with this Company
- V. \$5,000,000 Loss Adjustment Expense

#### **4. DEDUCTIBLES**

All losses, damages or expenses arising out of any one occurrence, shall be adjusted as one loss, and from the amount of such adjusted loss shall be deducted \$75,000 except:

A. With respect to Flood:

With respect to locations partially or wholly exposed to areas of frequent flooding (less than 100 year frequency) within Special Flood Hazard Areas (SFHA), as defined by the Federal

Emergency Management Agency (if these locations are not excluded elsewhere in this policy with respect to the peril of flood), the deductible shall be 5% of the total values at the time of loss at each location involved in the loss, subject to a minimum of \$1,000,000 for any one occurrence;

With respect to Named Storms (a storm that has been declared by the National Weather Service to be a Hurricane, Typhoon, Tropical Cyclone or Tropical Storm), the deductible shall be 5% of the total values at the time of loss at each location involved in the loss, subject to a minimum of \$1,000,000 for any one occurrence;

With respect to any other flood loss, the deductible shall \$100,000 for any one occurrence.

In the event that all or any portion of the deductible is payable under the Insured's primary insurance or by locale state or governmental funding organizations including the National Flood Insurance, such payment shall be considered Underlying Insurance as defined herein. National Flood Insurance Policies shall be considered as a Deductible Buy Back.

B. With respect to Earthquake:

The sum of \$75,000 shall be deducted from any adjusted loss due to Earthquake except in the entire state of California and the entire state of Alaska where the peril of earthquake is excluded;

Except in the entire state of Hawaii, Shelby County in Tennessee, St. Louis City, St. Louis County in Missouri, and the counties of Callum, Jefferson, King, Kitsap, Mason, Pierce, San Juan, Skagit, Snohomish, Thurston, and Watcom in the state of Washington, where the peril of earthquake is excluded;

C. With respect to Wind:

The deductible shall be 5% of the total values at the time of loss at each location involved in the loss, subject to a minimum of \$1,000,000 for any one occurrence as respects Named Storms (a storm that has been declared by the National Weather Service to be a Hurricane, Typhoon, Tropical Cyclone or Tropical Storm).

With respect to all other wind and hail losses, all loss, damage, and/or expense arising out of any one occurrence shall be adjusted as one loss, and from the amount of each such adjusted loss shall be deducted the sum of \$75,000;

**5. LOSS PAYABLE**

Loss, if any, shall be adjusted with and payable to Lee County Board of County Commissioners, or order, whose receipt shall constitute a release in full of all liability under this policy with respect to such loss.

**6. TERRITORY**

Coverage will apply for locations within the United States (excluding U.S. territories and possessions and all other countries)

**7. COVERAGE**

Except as hereinafter excluded, this policy covers:

**A. REAL AND/OR PERSONAL PROPERTY**

(1) (a.)The interest of the Insured in all Real and/or Personal Property including but not limited to improvements and betterments and alterations owned, used, or intended for use by the Insured or hereinafter constructed, erected, installed, or acquired. In the event of loss or damage, the Company agrees to accept and consider the Insured as sole and unconditional owner of improvements and betterments, any contract or leases to the contrary notwithstanding.

(b.)Real and/or Personal Property specifically, but not exclusively, includes Property in the open, Electronic Data Processing Media, Equipment and Extra Expense, Automobile Physical Damage (excluding over the road coverage), Business Interruption w/ Extra Expense, Miscellaneous Street Traffic Stanchions/Signal Lights/Street Lights, Miscellaneous Street Signs, Miscellaneous Traffic Flashers/Count Stations/Traffic Monitoring Cameras, Contractors Equipment (to include the sublimited amount for Rented Equipment in the Care/Custody/Control), Miscellaneous Property in Insured's Care, Custody and Control, Miscellaneous Unnamed Locations, Valuable Papers, Fixed Asset Major Equipment, Accounts Receivable, Fine Arts, Miscellaneous Fences, Voting Machines, Watercraft, and Transit

- (2) The interest of the Insured in the Real and Personal Property of others in the Insured's care, custody, or control, and to the extent of the Insured's liability imposed by law or assumed by contract for such property.
- (3) At the option of the Insured, Personal Property of the Insured's officials and employees while on the premises of the Insured.
- (4) Contractors' interest in property covered to the extent of the Insured's liability imposed by law or assumed by contract.

## **B. BUSINESS INTERRUPTION**

This policy also covers loss as described below, resulting from necessary interruption of business conducted by the Insured and caused by loss, damage or destruction by any of the perils covered herein during the term of this policy to Real and/or Personal Property as covered herein.

If such loss occurs during the term of this policy, it shall be adjusted on the basis of the ACTUAL LOSS SUSTAINED by the Insured, consisting of the net profit which is thereby prevented from being earned and of all charges and expenses (excluding ordinary payroll), but only to the extent that they must necessarily continue during the interruption of business, and only to the extent to which they would have been earned had no loss occurred.

Ordinary payroll is defined to be the entire payroll expense for all employees of the Insured except officers, executives, department managers, employees under contract, and other important employees.

The Company shall not be liable for any loss resulting from partial or total interruption of business during the time required to reproduce finished stock. Finished stock shall mean stock manufactured by the Insured which in the ordinary course of the Insured's business is ready for packing, shipment, or sale.

**RESUMPTION OF OPERATIONS:** It is a condition of this insurance that if the Insured could reduce the loss resulting from the interruption of business,

- 1) by a complete or partial resumption of operations, or
- 2) by making use of other available stock, merchandise, or locations such reduction will be taken into account in arriving at the amount of loss hereunder;

**EXPENSE TO REDUCE LOSS:** This policy also covers such expenses as are necessarily incurred for the purpose of reducing any business interruption loss under this policy, provided

such coverage shall not exceed the amount by which the loss under this policy is thereby reduced.

**EXPERIENCE OF BUSINESS:** In determining the amount of net profit, charges and expenses covered hereunder for the purpose of ascertaining the amount of loss sustained, due consideration shall be given to the experience of the Insured's business before the date of damage or destruction and to the probable experience thereafter had no loss occurred.

### **C. EXTRA EXPENSE**

This policy also covers Extra Expense incurred resulting from loss or damage to property insured hereunder caused by any of the perils covered herein during the term of this policy.

"Extra Expense" means the excess of the total cost chargeable to the operation of the Insured's business over and above the total cost that would normally have been incurred to conduct the business had no loss or damage occurred.

### **D. RENTAL VALUE**

This policy also covers rental value loss sustained by the Insured directly from the necessary untenantability, caused by loss, damage or destruction by any of the perils covered herein during the term of this policy to Real and/or Personal Property as described in the previous paragraphs, but not exceeding the reduction in rental value less charges and expenses which do not necessarily continue during the period of untenantability.

For the purpose of this insurance "Rental Value" is defined as the sum of:

- (1) the total anticipated gross rental income from the tenant occupancy of the described property as furnished and equipped by the Insured, and
- (2) the amount of all continuing charges which are the legal obligation of the tenant(s) and which, because of the loss, becomes obligations of the Insured, and
- (3) the fair rental value of any portion of said property which is occupied by the Insured.

**EXPENSE TO REDUCE LOSS:** This policy also covers such expenses as necessarily incurred for the purpose of reducing any rental value loss under this policy. Such coverage, however, shall not exceed the amount by which the loss under this policy is thereby reduced.

**EXPERIENCE OF THE BUSINESS:** In determining the amount of Rental Value covered hereunder for the purpose of ascertaining the amount of loss sustained, due consideration shall be given to the rental experience before the date of damage or destruction and to the probable experience thereafter had no loss occurred.

### **E. ADDITIONAL PROVISIONS APPLICABLE TO BUSINESS INTERRUPTION AND EXTRA EXPENSE COVERAGE AND RENTAL VALUE COVERAGE**

**PERIOD OF RECOVERY:** This length of time for which loss may be claimed:

- (1) shall not exceed such length of time as would be required with the exercise of due diligence and dispatch to rebuild, repair or replace such part of the property as has been destroyed or damaged.
- (2) shall commence with date of such loss or damage and shall not be limited by the date of expiration of this policy.

**SPECIAL EXCLUSIONS:** This policy does not insure against any increase of loss which may be occasioned by the suspension, lapse, or cancellation of any lease, license, contract, or order, nor for any increase of loss due to interference at the Insured's premises by strikes or other persons with rebuilding, repairing, or replacing the property damaged or destroyed or with the resumption

or continuation of business, or with the re-occupancy of the premises nor for any loss occurrence to property in transit off the premises.

**EXTENSION OF COVERAGE:** This policy, subject to all provisions and without increasing the amount of said policy, also insures against loss resulting from damage to or destruction of by the perils insured against:

- (1) public utility plants, transformers or switching stations, substations furnishing heat, light, power or gas to the Insured's premises, within one statute mile of the Insured's premises;
- (2) any property thereby inhibiting ingress to or egress from the Insured's premises for a period not exceeding thirty (30) days;
- (3) any property when access to the premises is inhibited for not exceeding 30 days by order of civil or military authority

#### **F. DEMOLITION AND INCREASED COST OF CONSTRUCTION**

In the event of loss or damage under this policy that causes the enforcement of any laws or ordinance regulating the construction or repair of damaged facilities insured hereunder, the Company shall be liable for:

- (1) the cost of demolishing the undamaged facility including the cost of clearing the site;
- (2) the value of such undamaged part of the facility which must be demolished;
- (3) the increased cost of repair or reconstruction of the damaged and undamaged facility on same or another site limited to the minimum requirements of such law or ordinance regulating the repair or reconstruction of the damaged property and undamaged property the cost thereof on the same site. However, the Company shall not be liable for any increased cost of construction loss unless the damaged facility is actually rebuilt or replaced within two years. We may extend this period as reasonable in writing upon mutual agreement between the company(ies) and the insured.
- (4) any increase in the business interruption, extra expense or rental value loss arising out of the additional time required to comply with said law or ordinance compared with the time it would have taken to restore the facility with materials of like kind and quality.

#### **G. DEBRIS REMOVAL**

This policy shall cover the cost of removal of debris or property covered hereunder resulting from damage to property by a peril insured against.

#### **H. EXPEDITING EXPENSE**

This policy covers the extra cost of temporary repair and/or replacement and of expediting the repair and/or replacement of damaged property insured hereunder, including, but not limited to, overtime and express freight or other rapid means of transportation.

#### **I. LOSS ADJUSTMENT EXPENSES**

This policy is extended to include the expenses described below incurred by the insured, or by the Insured's representatives, for preparing and certifying the details of a claim resulting from a covered loss: reasonable and customary fees payable to the Insured's outside accountants, architects, auditors, engineers, or other professionals specifically employed by the insured to verify, certify and calculate the particulars or details, including amount, of a proof of loss submitted by the insured. This coverage does not include the fees and costs of attorneys, public adjusters and loss arbitrators, nor does it cover the costs of experts engaged for arbitration or litigation with the insurer.

#### **J. FIRE DEPARTMENT CHARGES AND EXTINGUISHING EXPENSES**

If property insured is destroyed or damaged by a peril insured against, this policy shall cover:  
(1) fire department and other extinguishing expenses for which the Insured may be assessed;  
(2) Loss and disposal of fire extinguishing materials expended.

#### **K. ERRORS AND OMISSIONS**

Any unintentional error or omission made by the Insured shall not void or impair the insurance hereunder provided the Insured reports such error or omission as soon as reasonably possible after discovery and pays appropriate premium thereon. In the event that the Insured commits an unintentional error the Company's liability shall be limited to the occurrence limit of liability or the amount indicated on the separate errors and omissions limitation whichever is less.

#### **L. VALUABLE PAPERS AND RECORDS**

This policy also covers valuable papers and records, defined as written, printed or otherwise inscribed documents and records, including but not limited to books, maps, films, drawings, abstracts, deeds, mortgages, micro inscribed documents, manuscripts and media, but not including money and/or securities.

The term securities shall mean all negotiable and non-negotiable instruments or contracts representing either money or other property and includes revenue and other stamps in current use, tokens and tickets, but does not include money.

#### **M. PROPERTY IN TRANSIT**

This policy covers shipments within and between the territorial limits of this policy including the coastal waters thereof, by means of conveyance, from the time the property is moved for purpose of loading and continuously thereafter while awaiting and during loading and unloading and in temporary storage, including temporary storage on any one conveyance intended for use of any outbound or used for inbound shipment; including during deviation and delay; until safely delivered into place of final destination.

This insurance is extended to cover loss or damage to property:

- (1) sold and shipped by the Insured under terms of F.O.B. point of origin or other terms usually regarded as the shipper's responsibility short of points of delivery; or
- (2) arising out of any unauthorized person(s) representing themselves to be the proper party(ies) to receive goods for shipment or to accept goods for delivery;
- (3) occasioned by the acceptance by the Insured, by its agents, or by its customers of fraudulent bills of lading, shipping and delivery orders, or similar documents.

The insured may waive right(s) of recovery against private and contract carriers and accept bills of lading or receipts from carriers, bailee's, warehousemen, or processors limiting their liability, but this Transit insurance shall not inure to the benefit of any carrier, bailee, ware-housemen, or processor.

With respect to shipments made under F.O.B. or similar terms, this Company agrees to waive its rights of subrogation against consignees at the option of the Insured.

The Insured is not to be prejudiced by any agreements exempting lightermen from liability.

Seaworthiness of any vessel or craft is admitted between this Company and the Insured.



**N. NEWLY ACQUIRED LOCATIONS AND BUILDERS RISK**

All newly acquired locations or additions to existing locations of the Insured are automatically covered provided such acquisitions and additions are reported to the Company within ninety (90) days and additional premium is paid thereon from date of acquisition or addition. The company's liability shall be limited to the occurrence limit of liability or the amount indicated for Newly Acquired Locations and Builders Risk, whichever is less.

**O. ACCOUNTS RECIEVABLE**

- (1) All sums due the Insured from customers, provided the Insured is unable to effect collection thereof as the direct result of loss of or damage to records of accounts receivable;
- (2) Interest charges on any loan to offset impaired collections pending repayment of such sums made uncollectible by such loss or damage;
- (3) Collection expense in excess of normal collection cost and made necessary by such loss or damage;
- (4) Other expenses, when reasonably incurred by the Insured in reestablishing records of accounts receivable following such loss or damage.

For the purpose of this insurance, credit card company charge media shall be deemed to represent sums due the Insured from customers, until such charge media is delivered to the credit card company.

When there is proof that a loss of records of accounts receivable has occurred but the Insured cannot more accurately establish the total amount of accounts receivable outstanding as of the date of such loss, such amount shall be computed as follows:

- (1) The monthly average of accounts receivable during the last available twelve months shall be adjusted in accordance with the percentage increase or decrease in the twelve months average of monthly gross revenues which may have occurred in the interim.
- (2) The monthly amount of accounts receivable thus established shall be further adjusted in accordance with any demonstrable variance from the average for the particular month in which the loss occurred, due consideration being given to the normal fluctuations in the amount of accounts receivable within the fiscal month involved.

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

**P. LEASHOLD INTEREST**

- (1) Pro rata proportion from the date of loss to expiration date of the lease (to be paid without discount) on the Insured's interest in:
  - (a) the amount of bonus paid by the Insured for the acquisition of the lease not recoverable under the terms of the lease;

- (b) Improvements and betterments to real property which are not covered under any other section of this policy;
- (c) the amount of advance rental paid by the Insured and not recoverable under the terms of the lease;

when property is rendered wholly or partially untenable by any covered loss during the term of this policy and the lease is canceled by the party not the Named Insured under this policy in accordance with the conditions of the lease or by statutory requirements of the appropriate jurisdiction in which the damaged or destroyed property is located; and

- (2) (a) "The Interest of the Insured as Lessee or Lessor" when property is rendered wholly or partially untenable by any covered loss during the term of this policy and the lease is canceled by the party not the Named Insured by this policy in accordance with the conditions of the lease or by statutory requirements of the appropriate jurisdiction in which the damaged or destroyed property is located.
- (b) "The Interest of the Insured as Lessee or Lessor" as referred to herein shall be paid for the first three months succeeding the date of the loss and the "Net Lease Interest" shall be paid for the remaining months of the unexpired lease.

(3) Definitions:

The following terms, wherever used in this section shall mean::

- (a) "The Interest of the Insured as Lessee" is defined as:
  - (i) the excess of the rental value of similar premises over the actual rental payable by the lessee (including any maintenance or operating charges paid by the lessee) during the unexpired term of the lease; and
  - (ii) the rental income earned by the Insured from sublease agreements, to the extent not covered under any other section of this policy, over and above the rental expenses specified in the lease between the Insured and the lessor.
- (b) "The Interest of the Insured as Lessor" is defined as the difference between the rents payable to the lessor under the terms of the lease in effect at the time of loss and the actual rent collectible by the lessor during the unexpired term of the lease provided the lease is canceled by the lessee, to the extent not covered under any other section of this policy.
- (c) "Net Lease Interest" is defined as that sum, which placed at 6% interest compounded annually will be equivalent to the "The Interest of the Insured as Lessee or Lessor."

- (4) This Company shall not be liable for any increase of loss which may be occasioned by the suspension, lapse or cancellation of any license or by the Named Insured exercising any option to cancel the lease. Furthermore, the Named Insured shall use due diligence including all things reasonably practicable to diminish loss under this clause.

**8. PERILS INSURED AGAINST**

This policy insures against all risk of direct physical loss or damage to described property including general average, salvage and all other similar charges on shipments covered hereunder, if any, subject to the provisions, stipulations and/or exclusions herein and in the policy of which this form is made part.

## 9. PERILS EXCLUDED

This policy does not insure:

- A. against any fraudulent or dishonest act or acts committed by the Insured or any of the Insured's employees or others to whom the property may be delivered or entrusted;
- B. inventory shortage or unexplained disappearance;
- C. against the cost of making good defective design or specifications, faulty material, or faulty workmanship
- D. explosion, rupture, or bursting of steam boilers, steam pipers, steam turbines or steam engines owned or operated by the Insured unless loss or damage from a peril insured herein ensues and then this policy shall cover only for such ensuing loss or damage;
- E. loss or damage caused by or resulting from moth, vermin, termites or other insects, inherent vice, latent defect, rust, wet or dry rot, mold, dampness of atmosphere, smog or extremes in temperature;
- F. errors in processing or manufacturing of the Insured's products unless loss or damage from a peril insured herein ensues and then this policy shall cover only for such ensuing loss or damage;
- G. ordinary wear, tear, or gradual deterioration unless other loss or damage from a peril insured against herein ensues and then this policy shall cover only for ensuing loss or damage;
- H. normal settling, shrinkage or expansion of buildings, foundation or walls, floors, or ceilings unless loss or damage from a peril insured herein ensues and then this policy shall cover only for such ensuing loss or damage;
- I. loss of market; delay with respects to property in transit;
- J. nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, and whether such loss be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to, or aggravated by the peril(s) insured against in this policy, except:
  - (1) if fire ensues, liability is specifically assumed for direct loss of such ensuing fire but not including any loss due to nuclear reaction, nuclear radiation, or radioactive contamination;
  - (2) the Company shall be liable for loss or damage caused by sudden and accidental radioactive contamination including resultant radiation damage from material used or stored or from processes conducted on an insured premises provided at the time of loss there is neither a nuclear reactor capable of sustaining nuclear fission in a self-supporting chain reaction nor any new or used nuclear fuel on the insured premises.
- K.
  - (1) hostile or warlike action in time or peace or war, including action in hindering, combating, or defending against an actual impending, or expected attack;
    - (a) by any government or sovereign power (de jure or de facto) or by any authority maintaining or using military, naval, or air forces;
    - (b) or by military, naval, or air forces;
    - (c) or by an agent of any such government, power, authority, or forces;
  - (2) any weapon employing atomic fusion;
  - (3) insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering combating, or defending against such occurrence;

- (4) seizure or destruction by order of public authority, except destruction by order of public authority to prevent spread of fire or explosion;
- (5) risk of contraband or illegal trade

Notwithstanding the above provisions M (1), (2), (3), (4), and (5), this insurance shall cover loss or damage directly caused by acts committed by an agent of any government, party, or faction engaged in war, hostilities, or warlike operations, provided such agent is acting secretly and not in connection with any operation of armed forces (whether military, naval, or air forces) in the country where the property is situated.

L. against any loss or damage to any motor vehicle on the Insured's premises, not otherwise insured, caused by or resulting from:

- (1) collision, upset or overturn
- (2) wrongful conversion, embezzlement or secretion;

M. against any loss, damage or expense arising from the release, discharge of contaminants or pollutants into, under or upon any property insured under this policy.

"Contaminants" and "Pollution" means fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials and any other substances which pose a hazard to human health of the environment;

N. loss or damage, including but not limited to costs or expenses incurred by the Insured, arising as a result of any of the following:

- (1) asbestos material removal, containment, or other abatement, unless the asbestos is itself damaged by an otherwise insured peril, in which case the Company will pay only those costs or expenses incurred to clean up or repair the damaged asbestos;
- (2) demolition or increased cost of reconstruction, repair debris removal, or loss of use necessitated by the enforcement of any law or ordinance regulating asbestos materials and;
- (3) any government declaration, directive, or request pertaining to asbestos materials, removal, containment, or other abatement at the insured property.

O. against loss or damage caused by or resulting from:

- (1) Earthquake and/or Volcanic Eruption and/or Flood except for the amount or percentage, if any, specified in the policy limits;
- (2) any and all losses from any other cause when occurring currently or sequentially with Earthquake or Volcanic Eruption or Flood except Fire; and the limit of insurance hereunder for such Fire shall be the amount of insurance covering the property or the residual value of the property if the Fire is preceded by Earthquake or Volcanic Eruption damage or Flood, whichever is lesser.

**Exclusions D and E shall not apply to Electronic Data Processing Systems and Valuable Papers.**

## **10. PROPERTY EXCLUDED**

This policy does not cover loss or damage to:

- A. Currency; Money; Securities; coins; bullion; notes; stamps; letters of credit; tickets, bills and deeds;
- B. Land, land values; growing crops; drying crops; standing timber; lawns; trees; plants; shrubs and animals except animals held for research and then for the perils of father and extended coverages only;
- C. Excavation; back filling; wells; bricks; stone or concrete foundations or footings of any kind; piling below the surface of the ground; piers, wharves or docks; pavements sidewalks or roadways. Piers, Wharves, and Docks are covered if specifically scheduled.

- D. Aircraft; railroad rolling stock;
- E. Waterborne shipments to and from Puerto Rico, Virgin Islands, Hawaii, and Alaska; waterborne shipments via the Panama Canal;
- F. Export shipments after loading on board an overseas vessel or after ocean marine insurance attaches, whichever occurs first, and import shipments until they have been discharged from the overseas vessel or until the ocean marine insurance terminates, whichever occurs last;
- G. Furs; fur garment; jewels; jewelry; watches; pearls; precious & semi-precious stones; gold; silver; platinum; other precious metals and alloys;
- H. Property sold on installment, conditional sale, trust agreement or other deferred payment plan, after delivery to customers;
- I. Shipments by mail and parcel post;
- J. Power transmission and feeder lines not on the Insured's premises;

## 11. VALUATION

At the time of loss, the basis of adjustment unless other endorsed herein shall be as follows:

- A. Real and/or Personal Property at replacement cost without deduction for depreciation except as provided below or by endorsement.
  - (1) The company's liability for loss on a replacement cost basis shall not exceed the smallest amount of the following amounts:
    - (a) The limit of this policy applicable to the damaged or destroyed property;
    - (b) The replacement cost of the property or any part thereof identical with such property with NO REQUIREMENT TO REBUILD ON THE SAME PREMISES; or
    - (c) The amount actually and necessarily expended in repairing or replacing said property or any part thereof.
  - (2) The company shall not be liable under this clause for any loss:
    - (a) Occasioned directly or indirectly by the enforcement of any ordinance or law regulating the use, construction, repair or demolition of property unless such liability has been specifically assumed under this policy; or
    - (b) The damaged or destroyed property is actually repaired or replaced by the Insured with due diligence and dispatch. If the property is not repaired or replaced the valuation is to be on an Actual Cash Value basis measured at the time of loss.
  - (3) It is agreed if the Insured property is not replaced the valuation is to be actual cash value which shall be measured at the time of loss.
- B. Property of others at the amount for which the insured is liable but in no event to exceed replacement cost plus the cost of labor performed and materials expended thereon at the time of loss.
- C. Tenant's Improvements and Betterments:
  - (1) If repaired and replaced at the expense of the Insured within a reasonable time after loss, the replacement cost of the damaged or destroyed improvements and betterments.
  - (2) If not repaired or replaced within a reasonable time after loss, the proportion of the original cost at the time of installation of the damaged or destroyed property which the unexpired term of the lease or rental agreement, whether written or oral, in effect at the time of loss bears to the period from the date such improvements or betterments were to the expiration date of the lease.
  - (3) If repaired or replaced at the expense of others for the use of Insured, there shall be no liability hereunder.

- D. Valuable papers and records and electronic data processing media: The cost to repair or replace the property with other property of like kind and quality including the cost of gathering and/or assembling information, but only if such property is actually repaired or replaced.
- E. Auto Physical Damage, as respects vehicles owned and/or operated by the Insured, shall be limited to: The value shown for each scheduled vehicle per the Auto Physical Damage Schedule on file with this Company or the Actual Cash Value at the time of loss, whichever is less.
- F. All vacant, unoccupied, and any other property not otherwise described: Shall be valued at Replacement Cost of the property at the time of the loss or damage occurs.
- G. Replacement cost shall include the reasonable and necessary architect's and/or engineers' plans, drawings, blueprints, photographs, specifications and their related fees, including inspectors' and/or superintendents' fees, inspection and/or supervisory charges; and to include architects' and engineers' fees for supervision of construction and repair of insured damage.

## **12. FLOOD**

With respect to the peril of Flood, any and all losses from this cause within a seventy-two (72) hours period shall be deemed to be one loss insofar as the Limit of Liability and Deductible provisions of this policy are concerned.

The Company shall not be liable for any loss caused by any Flood occurring before the effective date and time of this policy, however, the Company will be liable for any loss occurring for a period, of up to seventy-two (72) hours after the expiration of this policy provided that the first flood damage occurs prior to the date and time of the expiration of this policy.

The term "flood" as used herein, shall mean surface water, waves, tide or tidal water and the rising (including the overflowing or breaking of boundaries) of lakes, ponds, reservoirs, rivers, streams, creeks, harbors, and similar bodies of water. The term "surface water," as insured hereunder, shall mean seepage, leakage, or influx of water (immediately derived from natural sources) through sidewalks, driveways, foundations, walls or floors; and also include all the water which backs up through sewers or drains.

## **13. EARTHQUAKE**

Each loss by earthquake shall constitute a single claim hereunder; provided, if more than one earthquake shock shall occur within any period of seventy-two (72) hours during the term of this policy such earthquake shall be deemed to be a single earthquake within the meaning hereof. The Company shall not be liable for any loss caused by any earthquake occurring before the effective date and time of this policy, however, the Company will be liable for any losses occurring for a period of up to seventy-two (72) hours after the expiration of this policy provided that the first earthquake shock or damage occurs prior to the date and time of the expiration of the policy.

The term "earthquake" as used herein shall mean; earth shock, volcanic action, landslide, earth movement, earth sinking, and the earth rising or shifting.

## **14. CONTRIBUTING INSURANCE**

Contributing insurance is insurance covering in the same manner and layer as this insurance which is not designated as and notified to the Company as primary or excess with respect to the insurance provided in the policy.

The insurance shall contribute in accordance with the condition of this policy only to the extent of the participation of this policy in the total limit of liability set herein.

**15. EXCESS INSURANCE**

Excess insurance is insurance over the limit of liability set forth in this policy. The existence of such excess insurance shall not prejudice the coverage provided under this policy nor will it reduce any liability hereunder.

**16. UNDERLYING INSURANCE**

- A. Underlying insurance is insurance on all or any part of the deductible and against all or any of the causes of loss covered by this policy including declarations of value to the carrier for hire. The existence of such underlying insurance shall not prejudice or affect any recovery otherwise payable under this policy.
- B. If the limits of such underlying insurance exceed the deductible amount which would apply in the event of loss under this policy, then that portion which exceeds such a deductible amount shall be considered other insurance, as defined in the Other Insurance clause.
- C. In the event that all or any portion of the deductible is payable under the Insured's primary insurance or by locale state or governmental funding organizations including the National Flood Insurance, such payment shall be considered Underlying Insurance as defined herein. National Flood Insurance Policies shall be considered as a Deductible Buy Back.

**17. OTHER INSURANCE**

Except for insurance described in the Contributing Insurance Clause, or the Excess Insurance Clause, this policy shall not cover to the extent of any other insurance, whether prior or subsequent hereto in date, and whether directly or indirectly covering the same property against the same perils and whether collectible or not. The Company shall be liable for loss or damage only to the extent of that amount excess of amount due from such other insurance.

**18. SUBROGATION**

- A. In the event of any payment under this policy, this Company shall be subrogated to the extent of such payment to all the Insured's rights of recovery thereof. The Insured shall execute all papers required and shall do anything that may be necessary at the expense of the Company to secure such right. The company will act in concert with all other interests concerned, i.e., the Insured and other company(ies) participating in the payment of any loss as primary or excess insurers, in the exercise of such rights of recovery. If any amount is recovered as a result of such proceedings, the cost of recovery shall be divided between the interests concerned in the proportion of their respective interests. If there should be no recovery, the expense of proceedings shall be borne proportionally by the interests instituting the proceedings.
- B. Any release from liability entered into by the Insured in writing prior to loss hereunder shall not affect this policy or the right of the Insured to recover hereunder. The right of subrogation against the Insured or subsidiary or affiliated companies or any other companies associated with Insured through ownership or management is waived.

**19. SALVAGE AND RECOVERIES**

All salvages, recoveries and payments excluding proceeds from subrogation recovered or received subsequent to a loss settlement under this policy shall be applied as if recovered or received prior to the said settlement and all necessary adjustments shall be made accordingly.

**20. BRANDS AND TRADEMARKS**

In case of damage by a peril insured against to property bearing a brand or trademark or which in any way carries or implies the guarantee or the responsibility of the manufacturer or Insured, the salvage value of such brands or trademarks or other identifying characteristics. The Insured shall have full right to the possession of all goods involved in any loss under this policy and shall retain control of damaged goods. The Insured, exercising a reasonable discretion, shall be the sole judge as to whether the goods involved in any loss under this policy are fit for consumption and no goods so deemed by the Insured to be unfit for consumption shall be sold or otherwise disposed of except by the Insured or with the Insured's consent, but the Insured shall allow this Company any salvage obtained by the Insured on any sale or other disposition of such goods.

**21. MACHINERY**

In case of loss or damage by peril insured against to any part of a machine or unit held either for sale or use consisting of two or more parts when complete, the liability of the Company shall be limited to the value of the part or parts lost or damaged or, at the Insured's option, to the cost and expense of replacing or duplicating the lost or damaged part or parts or of repairing the machine or unit provided that no such option shall exceed 125% of the lowest of the above.

**22. PAIR AND SET**

Except as provided under the Machinery Clause, in the event of loss or damage by a peril insured against to any article or articles which are part of a pair or set, the measure of loss damage to such article or articles shall be reasonable and fair proportion of the total value of the pair or set, giving consideration to the importance of said article or articles, but in no event shall such loss or damage be construed to mean total loss of the pair or set.

**23. NOTICE OF LOSS – CLAIM REPORTING PROVISION**

- (1) It is understood and agreed that, notwithstanding any provision contained in this policy to contrary, the Insured will be deemed to be in full compliance with any claim notice requirements, if notice of an occurrence is made to the Company as soon as practicable after knowledge by the Office of Risk Management, Lee County Board of County Commissioners that such occurrence will, or is likely to, result in a claim under the contract. Any unintentional failure to report any occurrence or claim shall not invalidate coverage with respects to any such occurrence or claim.
- (2) Given the judgment of the Insured, when a loss is likely to involve this policy, immediate notice of any such loss will be given by the Insured to:

Attn: Michelle Y. Martin, CIC  
Vice President, Account Executive  
Brown & Brown - Public Risk Insurance Agency  
220 S. Ridgewood Avenue, Daytona Beach, FL 32114  
386-239-4047 Direct Phone  
386-239-4049 Fax  
386-566-3484 Mobile  
mmartin@bbpria.com

Public Risk Insurance Agency will then promptly notify all companies who participated in the layer or layers where a loss is anticipated.



(3) Each participating company involved in the loss shall have the right to associate in the investigation, adjustment and settlement of the loss, but it is understood and agreed that such association and/or involvement will be at their own discretion and expense. Any loss amount paid in excess of the appropriate deductible shall be proportionately paid by all participating carriers as their respective limit bears to the total limit. All adjustment expense shall be proportionately paid in like manner.

**24. PROOF OF LOSS**

In the event of loss hereunder it shall be necessary for the Insured, within 90 days following demand therefore by the Company, to render a signed and sworn proof of loss to the Company or its appointed representative stating: the place, time, and cause of loss, damage, or expense; the interest of the Insured and all others in the damaged or destroyed property; the value of the property involved in the loss; and the amount of loss, damage, or expense.

**25. DESIGNATED LOSS ADJUSTER**

It is understood and agreed that each and every loss will be adjusted by:

Rick Mullen  
Executive General Adjuster  
VRS>> Vericclaim Adjusters  
1001 Yamato Road, Suite 402  
Boca Raton, FL 33431  
Phone: 561-995-8244  
Fax: 561-995-0129  
Cell: 561-289-1496  
rmullen@vericclaiminc.com

**26. PAYMENT OF LOSS**

All adjusted claim shall be due and payable no later than sixty (60) days after presentation and acceptance of final proofs of loss by this company or its appointed representative.

**27. REINSTATEMENT**

With the exception of loss caused by the perils which are subject to annual aggregate limits as noted in the Limits of Liability Clause, any loss hereunder shall not reduce the amount of this policy.

**28. SUIT AGAINST THE COMPANY**

No suit or action on this policy for the recovery of any claim shall be sustainable in any court of law or equity unless the Insured shall have fully complied with all the requirements of this policy. The Company agrees that any action or proceeding against it for recovery of any loss under this policy shall not be barred if commenced within the time prescribed therefore in the statutes of the state of New York.

**29. APPRAISAL**

If the Insured and the Company fail to agree on the amount of loss, each, upon written demand either of the Insured or the Company made within sixty (60) days after receipt of proof of loss by the Company, shall select competent and disinterested appraisers. The appraisers shall then select a competent and disinterested umpire. If they should fail for fifteen (15) days to agree upon such an umpire, then upon the request of the Insured or the Company such an umpire shall be selected by a judge of a court of record in the county and state in which such appraisal is

pending. Then at a reasonable time and place, the appraisers shall appraise the loss stating separately the value at the time and place of loss and the amount of loss. If the appraisers fail to agree, they shall submit their differences to the umpire. An award in writing of any two shall determine amount of loss. The Insured and the Company shall each pay his or its chosen appraiser and shall bear equally the other expenses of the appraisal and of the umpire. For the purpose of this provision, values stated above shall mean values used by the Insured in making annual reports under this insurance.

**30. ASSISTANCE AND COOPERATION OF THE INSURED**

The Insured shall cooperate with the Company, and upon the Company's request and expense, shall attend hearings and trials and shall assist in effecting settlements, in securing and giving evidence, in obtaining the attendance of witnesses, and in conducting suits.

**31. EXAMINATION UNDER OATH**

The Insured, as often as may be reasonably required, shall exhibit to any person designated by the Company all that remains of any property herein described, and shall submit, and insofar as is within his or their power cause his or their employees, members of the household and others to submit to examinations under oath by any person named by the Company and subscribe the same, and, as often as may be reasonably required, shall produce for Examination all writings, books of account, bills, invoices and other vouchers, or certified copies thereof if originals be lost, at such reasonable time and place as may be designated by the Company or its representative and shall permit extracts and copies thereof to be made. No such examination under oath or examination of books or documents, nor any other act of the Company or any of its employees or representatives in connection with the investigation of any loss or claim hereunder, shall be deemed as waiver of any defense which the Company might otherwise have with respect to any loss or claim, but all such examinations and acts shall be deemed to have been made or done without prejudice to the Company's liability.

**32. SUE AND LABOR**

In case of actual or imminent loss or damage by a peril insured against it shall without to the insurance, be lawful and necessary for the Insured, their factors, servants, or assigns to sue, labor, and travel for, in, and about the defense, the safeguard, and the recovering of the property insured hereunder; nor, in the event of loss or damage, shall the acts of the Insured or of the Company in recovering, saving, and preserving the insured property be considered a waiver or an acceptance of abandonment. The Company shall contribute to the expense so incurred according to the rate and quantity of the sum herein insured.

**33. CANCELLATION**

- A. This policy may be cancelled at any time at the request of the Insured or it may be cancelled by the Company by mailing to the Insured at the address shown in the Declaration hereof written notice stating when not less ninety (90) days thereafter such cancellation shall be effective; ten (10) days if for nonpayment of premium.
- B. The mailing of such notice as aforesaid shall be sufficient proof of notice and the effective date and hour of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the Insured or by the Company shall be equivalent to mailing.
- C. Cancellation shall not affect coverage on any shipment in transit, if any, on the date of cancellation. Coverage will continue in force until such property is delivered and accepted.

**34. PROTECTION AND MAINTENANCE**

It is agreed that any protection provided for the safety of the insured property shall be maintained in good order throughout the currency of this policy and shall be in use at all times out of business hours or when the Insured's premises are left unattended, and that such protection shall not be withdrawn or varied to the detriment of the interests of the Company without their consent.

**35. INSPECTION AND AUDIT**

The Company shall be permitted but not obligated to inspect the Insured's property at any time. Neither the Company's right to make inspections nor the making thereof 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 is safe. The Company may examine and audit the Insured's books and records at any time during the Policy period and extensions thereof and within three years after the final termination of this policy, as far as they relate to the subject matter of this Insurance.

**36. ABANDONMENT**

There shall be no abandonment to the Company of any property.

**37. FALSE OR FRAUDULENT CLAIMS**

If the Insured shall make any claim knowing the same to be false or fraudulent, as regards amounts or otherwise, this Policy shall become void, and all claims hereunder shall be forfeited.

**38. ASSIGNMENT**

Assignment or transfer of this Policy shall not be valid except with the written consent of the Underwriters.

**39. CONFORMITY TO STATUTE**

Terms of this policy in conflict with the written laws of the state in which the policy is issued are changed to conform to such laws.

**40. TITLES OF PARAGRAPHS**

The titles of the paragraphs of this form and of endorsements and supplemental contracts, if any, nor or hereafter attached hereto are inserted solely for convenience of reference and shall not be deemed in any way to limit or affect the provisions to which they relate.

**40. SEVERABILITY OF INTERESTS**

Each of the Insureds covered by this policy will have the same protection and obligations as if the policy has been issued individually to each of them. However, the inclusion of more than one Insured will not operate to increase the limit of liability of the Insurer beyond the limit of liability stated in this policy.

**41. BANKRUPTCY AND INSOLVENCY**

In the event of the insolvency or the bankruptcy of any Insured, the Company will continue to insure the representatives, successors or assigns of such Insured. The insolvency or bankruptcy of the Insured does not relieve the Company of liability as provided under this policy.

**42. COINSURANCE WAIVER**

This policy is not subject to coinsurance.

**43. VACANCY OR UNOCCUPANCY**

Permission is granted to cease operations or remain vacant and/or unoccupied without limit of time, and such vacancy and/or unoccupancy shall not affect the insurance provided under this policy.

**44. LIBERALIZATION**

If, during the period that insurance is in force under this policy, any authorized endorsement or filed rules or regulations affecting the same are revised by statute so as to broaden the insurance without additional premium charge, such extended or broadened insurance shall insure to the benefit of the Insured hereunder.

**45. NO CONTROL**

This insurance shall not be affected by failure of the Insured to comply with any provisions of this policy in any portion of the premises over which the Insured has no control.

## **POLICY ADDENDUM #1**

Named Insured: **Lee County Board of County Commissioners**  
Effective Date: **October 1, 2015**

### **JOINT LOSS AGREEMENT**

With respect to insurance provided by this policy, it is agreed that:

1. If at the time of loss, there is in existence a policy(is) issued by either this Company or by a boiler and machinery insurance company which may cover the same property or cover the location at which the property is subject to loss is situated; and
2. If there is a disagreement between the companies under this policy and such other contract either as to:
  - (a) whether such damage or destruction was caused by a peril insured against by this policy or be an accident insured against by such boiler and machinery insurance policy; or
  - (b) the extent of participation of this policy and of such boiler and machinery insurance policy in a loss which is insured against, partially or wholly, by any one or all of said policies;

this Company shall, upon written request of the Insured, pay to the Insured one half of the amount of the loss which is in disagreement, but in no event more than this Company would have paid if there has been no boiler or machinery policy in effect, subject to the following conditions:

- (a) the amount of the loss which is in disagreement, after making provisions for any undisputed claims payable under the said policies and after the amount of the loss is agreed upon by the Insured and the companies is limited to the minimum amount remaining payable under with the boiler and machinery or this policy(ies);
- (b) the boiler and machinery insurance company shall simultaneously pay to the Insured at least one half of said amount which is in disagreement;
- (c) the payments by the companies hereunder and acceptance of the same by the Insured signify the agreement of the companies to submit to proceed with arbitration within ninety (90) days of such payments; The arbitrators shall be three in number, one of whom shall be appointed by the boiler and machinery insurance company, one of whom shall be appointed by this Company, and the third of whom shall be appointed by the consent of the other two; the decision by the arbitrators shall be binding on the companies and that judgment upon such award may be entered in any court of competent jurisdiction;
- (d) the Insured agrees to cooperate in connection with such arbitration but not to intervene therein;
- (e) the provisions shall not apply unless such other policy issued by the boiler and machinery insurance company is similarly endorsed;
- (f) acceptance by the Insured of sums paid pursuant to the provisions, including an arbitration award, shall not operate to alter, waive, surrender or in any way affect the right of the Insured against any of the companies.

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

**POLICY ADDENDUM #2**

---

**It is hereby understood and agreed that all terms and conditions in the manuscript policy form supersede any conflicts with the common policy conditions.**

**All other terms, conditions and warranties remaining unchanged.**

**Issued to: Lee County Board of County Commissioners**

**If this endorsement is listed in the policy declarations, it is in effect from the time coverage under this policy commences.**

**Otherwise, the effective date of this endorsement is as shown below at the same time or hour of the day as the policy became effective.**

**Effective Date: October 1, 2015**

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

## **POLICY ADDENDUM #3**

---

---

### **PERMISSION FOR EXCESS INSURANCE**

In consideration of the rate and premium for which this policy is written, the following additional provisions are hereby made a part of the policy superseding any provisions to the contrary:

1. **EXCESS INSURANCE:** Permission is hereby granted to purchase insurance in excess of the amount (Limit of Liability) stated in this policy. Such excess insurance shall not be considered other insurance for the purposes of the "Other Insurance" clause.
2. Any **COINSURANCE CLAUSE** in this policy is deleted.
3. Any reference to **PRO RATE LIABILITY, PRO RATA DISTRIBUTION** or any other apportionment clause is hereby deleted.
4. **SALVAGE AND RECOVERIES:** This clause is amended to include the following:

When, in connection with any loss hereunder, any salvage or recovery is received subsequent to the payment of such loss, the loss shall be figured on the basis on which it would have been settled had the amount of salvage or recovery been known at the time the loss was originally determined.

**All other terms, conditions and warranties remaining unchanged.**

**Issued to: Lee County Board of County Commissioners**

**If this endorsement is listed in the policy declarations, it is in effect from the time coverage under this policy commences.**

**Otherwise, the effective date of this endorsement is as shown below at the same time or hour of the day as the policy became effective.**

**Effective Date: October 1, 2015**

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

## **POLICY ADDENDUM #4**

---

---

Policy Language Applicable to the Individual Company (ies) Noted – 1 Page (s)

It is hereby understood and agreed that the following change is made to this policy:

In addition to each Company (ies)'s Declaration's Page, Premium payment Conditions, Terrorism Exclusions and Notices (if Terrorism is excluded by the Insured), State Statute Amendatory Endorsements, Producer Compensation Notices / Disclosures and Service of Suit Clause if applicable; the following Company (ies)'s endorsements, forms, exclusions, etc... are added and apply only towards the individual Company (ies) to which such is noted. No other Company (ies) may claim such wording as their own, whether more or less restrictive in the event of loss to apply against all recovery.

Engineering fees, loss prevention fees, plan reviews and subsequent services / products, surplus lines taxes and fees, US FET Taxes and various state and local taxes and fees such as the Florida Fire College Trust Fund and Florida Emergency Management Preparedness & Assistance Fund Trust for the State of Florida and/or other state assessments should be viewed as unequal as charged on an individual Company Basis Separately from premium.

The terms and conditions of this form and endorsements attached thereto replace those of the policy to which it is attached, all terms, conditions and endorsements of the later being waived unless specifically noted within this endorsement.

---

### **Westchester Surplus Lines Insurance Company:**

- ALL-20887 (10/06) ACE Producer Compensation Practices & Policies
- ACE061 (10/13) Asbestos Material Exclusion (Named Peril Exception)
- ACE0745 (09/12) Certificate Of Insurance - Automatic Additional Insured And Loss Payee Endorsement
- ACE0668 (04/14) Claims Adjustment
- MA-608255p (04/15) Claims Directory Property and Inland Marine
- BB-5W58a (09/11) Common Policy Declarations
- ACE0681 (10/11) Definition Of Loss Occurrence Endorsement
- ACE126 (10/14) Electronic Data Amendment Endorsement
- ACE0204 (05/10) Fungus, Wet Rot, Dry Rot and Bacteria Exclusion
- ACE0210 (01/08) Nuclear, Biological, Chemical, Radiological Exclusion Endorsement
- LE02523B (10/13) Policy Form Amendments Endorsement
- TRIA15c (01/15) Policyholder Disclosure Notice of Terrorism Insurance Coverage
- ALL-5X45 (11/96) Questions About Your Insurance
- SL-34255 (11/14) Service of Suit Endorsement - Florida
- LD-5S23j (03/14) Signature Endorsement
- SLPD (03/08) Surplus Lines Declarations
- ALL-10750 (01/15) Terrorism Exclusion Endorsement
- ALL-21101 (11/06) Trade or Economic Sanctions Endorsement
- IL P 001 01 04 U.S. Treasury Departments' Office of Foreign Assets Control ("OFAC") Advisory Notice to Policyholders

### **Endurance American Specialty Insurance Company:**

- ECP 0001 0115 PROPERTY DECLARATIONS
- ECP 0101 0508 FORMS & ENDORSEMENTS SCHEDULE
- IL 00 17 11 98 COMMON POLICY CONDITIONS
- CP 00 90 07 88 COMMERCIAL PROPERTY CONDITIONS
- ECP 1324 0215 OCCURRENCE LIMIT OF LIABILITY ENDORSEMENT
- ECP 1322 0215 DEFINITION OF OCCURRENCE ENDORSEMENT



- CP 04 05 10 12 ORDINANCE OR LAW COVERAGE
- ECP 1321 0115 MINIMUM EARNED PREMIUM CLAUSE
- ECP 1323 0215 HURRICANE SEASON MINIMUM EARNED PREMIUM ENDORSEMENT
- ECP 0104 0315 SUPPLEMENTAL DEDUCTIBLE ENDORSEMENT
- CP 03 25 1012 NAMED STORM PERCENTAGE DEDUCTIBLE
- ECP 1325 0415 AMENDMENT OF CANCELLATION ENDORSEMENT
- ECP 0501 0115 ABSOLUTE POLLUTION EXCLUSION
- ECP 0502 0115 ASBESTOS EXCLUSION
- ECP 0511 0709 NUCLEAR EXCLUSION ENDORSEMENT
- ECP 0505 0606 ABSOLUTE MOLD EXCLUSION
- IL 09 35 07 02 EXCLUSION FOR CERTAIN COMPUTER RELATED LOSSES
- CP 01 40 07 06 EXCLUSION OF LOSS DUE TO VIRUS OR BACTERIA
- IL 09 86 03 08 NUCLEAR, BIOLOGICAL, CHEMICAL OR RADIOLOGICAL  
TERRORISM
- ECP 1307 0512 SERVICE OF SUIT ENDORSEMENT
- ECP 1302 0214 NOTICE OF LOSS
- ECP 1301 0508 LOSS ADJUSTMENT ENDORSMENT
- PN 0001 0407 OFAC NOTICE
- IL 1008 0114 SIGNATURE PAGE

**Certain Underwriters at Lloyds of London:**

- NMA2920 Terrorism Exclusion Endorsement
- NMA 464 War and Civil War Exclusion
- LMA5219 U.S. Terrorism Risk Insurance Act of 2002 as Amended New and Renewal Business Endorsement
- NMA1191 Radioactive Contamination Exclusion Clause- Physical Damage –Direct U.S.A.
- NMA2914 Electronic Data Endorsement A (Section 1B amended to include additional perils, cost of reproduction limit under Section 2. – USD1,000,000 any one loss)
- NMA2962 Biological or Chemical Materials Exclusion Clause
- Automatic Acquisitions (Limited) and Annual Adjustment Endorsements
- Joint Loss Agreement
- LMA5130 – Application of Sublimits Endorsement
- Conformity Clause
- Evacuation Response
- Occurrence Limit of Liability Endorsement
- LMA3100 Sanction Limitation and Exclusion Clause
- LMA9037 – Florida Surplus Lines Notice (Guaranty Act)
- LMA9038 - Florida Surplus Lines Notice (Rates and Forms)
- NMA1998 Service of Suit Clause
- Mold Exclusion

**Ironshore Specialty Insurance Company:**

- Occurrence Limit of Liability Endorsement applies – Form # IS.PROP.END.016 (Delete Clause 2b)
- Pollution, Contamination, Debris Removal Exclusion applies
- Defined Peril Millennium Endorsement applies
- Office of Foreign Assets Control (OFAC) Disclosure Notice – Form # IS.PROP.END.017
- Mold / Fungus Exclusion applies
- Data Corruption Exclusion applies
- Special Catastrophe Earned Premium Provision
- Earthquake Limitation (CHAP)
- Joint Loss Agreement
- TRIA Sunset Clause

**Aspen Specialty Insurance Company:**

- Florida Changes – Form CP 0125 07 08
- General Service of Suit Endorsement – Form ASPCO002 0213
- Exclusion and Limited Additional Coverage for Fungus – Form ASPPR089 0907
- Exclusion of Certain Computer-Related Losses – Form IL 09 35 07 02
- Exclusion of War, Military Action & Terrorism – Form IL 09 53 01 08
- Electronic Data Endorsement – Form #NMA2915 0101
- NBCR Terrorism Exclusion – Form #ASPCO023 1012
- Seepage and/or Pollution and/or Contamination Exclusion – Form #ASPPR081 0907
- Earned Premium Endorsement- Form#ASPPR005 0404
- Minimum Earned Premium Clause Percentage – Form ASPPR072 0807
- OFAC Endorsement – Form ASPCO021 0412
- Policy Holders Guide to Reporting – Form #ASPPR100 1012

**Certain Underwriters at Lloyds, Indian Harbor Insurance, QBE Specialty, General Security, United Specialty, Lexington, Princeton Excess and International Insurance (AmRisc):**

- AmRisc Property Endorsement (AR PE 04 14 XM) Delete 3.B. on OLL Section of AR PE Form
- IL 09 53 TRIA Exclusion

**Landmark American Insurance Company:**

- Drop Down Clause RSG 94059 1005
- Exclusion And Limited Additional Coverage - Electronic Data RSG 94030 1003
- Exclusion And Limited Additional Coverage For Fungus RSG 96004 0210
- Exclusion of Pathogenic or Poisonous Biological or Chemical Material RSG 96014 0504
- Exclusion Of Terrorism RSG 96005 0315
- Minimum Earned Premium (Insureds with Coastal Property) RSG 94095 0512

**Alterra Excess & Surplus Insurance Company:**

- MJIL 1000 08 10 Policy Jacket
- MPCP 2001 11 14 Commercial Property Forms Revision Notice to Policyholders
- MPIL 1007 03 14 Privacy Notice
- MPIL 1074 07 14 Notice To Policyholders Claim Reporting
- MDIL 1001 08 11 Forms Schedule
- IL 02 55 04 15 Florida Changes - Cancellation And Nonrenewal
- IL 09 95 01 07 Conditional Exclusion Of Terrorism
- MEIL 1200 01 10 Service Of Suit
- MDCP 1005 09 14 Commercial Property Policy Declarations
- MDCP 1009 09 14 Excess Property Supplemental Declarations
- MECP 0005 09 14 Excess Property Coverage Form
- MECP 1213 02 15 Occurrence Limit of Liability - Excess
- MECP 1215 09 14 Additional Property Exclusions And Conditions
- MECP 1251 09 14 Permission For Excess Insurance
- MECP 1273 09 14 Minimum Earned Premium For Exposure To Hurricanes
- MECP 1304 01 15 Exclusion Of Certified Acts Of Terrorism
- MECP 1308 09 14 Exclusion - Virus, Harmful Code Or Similar Instruction
- MECP 1315 09 14 Exclusion - Asbestos
- MECP 1316 09 14 Exclusion - Equipment Breakdown
- MECP 1317 09 14 Exclusion - Biological, Radiological Or Chemical Materials
- MECP 1322 09 14 Exclusion - Pollution
- MECP 1326 09 14 Exclusion- Organic Pathogens

**Arch Specialty Insurance Company:**

- 06 EXP0001 10 09 09 Florida Commercial Property Declarations (Asic)
- 00 MI0012 00 01 03 Schedule Of Forms And Endorsements
- 06 MI0002 00 01 13 Signature Page (Arch Specialty)
- 02 EXP0075 00 09 02 Minimum Earned Premium Clause - Dollar
- 00 EXP0091 00 11 03 Common Policy Conditions
- 00 MI0003 00 04 12 Service Of Suit
- 06 CP0002 00 03 08 Claims Handling Procedures (Arch Specialty Ins. Co.)
- 00 EXP0125 00 06 06 Total Terrorism Exclusion
- 00 MI0065 00 06 07 U.S. Treasury Department's Office Of Foreign Assets Control ("Ofac")
- 00 EXP0078 00 05 06 Occurrence Limit Of Liability Endorsement
- 02 EXP0006 00 08 02 Exclusion And Limited Additional Coverage For Fungus
- 02 EXP0004 00 08 02 Electronic Property & Virus - Exclusion
- 02 EXP0071 00 09 02 Seepage/Pollution/Contamination Exclusion

**United Specialty Insurance Company:**

- Biological or Chemical Materials Exclusion – NMA 2962
- Data Distortion/Corruption Exclusion
- Millennium Endorsement
- Mold Endorsement with \$1,000,000 resultant damage sublimit
- Service of Suit – NMA 1998
- Terrorism Exclusions LMA 5219 (If Coverage Declined)
- OFAC Notice
- Fraudulent Claim Clause – LMA 5062

**Everest Indemnity Insurance Company:**

- Commercial Property Conditions CP 00 90 07 88
- Florida Changes CP 01 25 02 12
- Exclusion – Asbestos ECP 10 508 06 06
- Deletion of Liberalization Condition ECP 12 502 05 06
- Amendment – Other Insurance Condition (Permits Insurance Specifically Written Excess of This Insurance) ESP 12 501 10 10
- Deletion Of Liberalization Condition ECP 12 502 05 06
- Definition of Occurrence ECP 99 501 05 06
- Company Signature Page EIL 00 502 03 07
- Common Policy Conditions EIL 00 503 07 02
- Minimum Earned Premium - Coastal Properties EIL 00 591 09 12
- Pollution Changes EIL 01 50 07 08
- Florida Changes - Legal Action Against US IL 01 75 09 07
- Florida Changes – Cancellation and Nonrenewal EIL 02 529 04 11
- Exclusion of Certain Computer Related Losses IL 09 35 07 02
- Exclusion of Certified Acts of Terrorism IL 09 53 01 08

**James River Insurance Company:**

- (XP0002US - 0403) Commercial Property Policy Declarations
- (XP0005US - 0403) Schedule A-Excess Property
- (XP0050US - 0208) Common Policy Conditions (Property)
- (XP0052US - 0907) Conflicting Provisions Clause
- (SP2108US-0707) Minimum Earned Premium Endorsement
- (SP2303B – 1209) Occurrence Limit of Liability Endorsement – Blanket
- (AP5038US – 1009) Flood Exclusion
- (PP2000US - 0504) Boiler & Machinery Exclusion
- (SP2301US - 1110) Electronic Data Clause

- (SP2304US - 0403) Property Pollution Exclusion
- (XP0200US – 0403) Earthquake Exclusion
- (XP0400US \_ 0403) Named Storm Exclusion
- (XP2302US - 1108) Fungus Mold and Organic Pathogen Exclusion
- (XP2308US - 0403) Increased Cost of Construction and Demolition Exclusion
- (XP5005US – 0115) Exclusion – Terrorism
- (XP5006US – 0115) Exclusion of Certified Acts of Terrorism
- (AP0100US - 0403) Privacy Policy

**Landmark American Insurance Company:**

- Minimum Earned Premium (Insureds with Coastal Property) RSG 94095 0512
- Exclusion And Limited Additional Coverage - Electronic Data - RSG 94030 1003
- Exclusion And Limited Additional Coverage For Fungus - RSG 96004 0210
- Exclusion of Pathogenic or Poisonous Biological or Chemical Material - RSG 96014 0504
- Exclusion Of Terrorism - RSG 96005 00315

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## POLICY ADDENDUM #5

---

---

### EVACUATION RESPONSE

This endorsement modifies insurance provided by the policy:

**NOTICE: THE SUBLIMITS OF INSURANCE PROVIDED HEREIN ARE SUBJECT TO AND INCLUDED WITHIN POLICY LIMIT OF LIABILITY.**

#### ADDITIONAL DECLARATIONS

##### SUBLIMITS OF INSURANCE

Disaster Sublimit of Liability:	<b>\$1,000,000</b> Annual Aggregate
Evacuation Expense Sublimits:	
No Physical Loss or Damage Sublimit:	<b>\$1,000,000</b> per scheduled location
Physical Loss or Damage Sublimit:	
Maximum Sublimit:	<b>\$1,000,000</b> per scheduled location
Minimum Sublimit:	<b>\$1,000,000</b> per scheduled location
DEDUCTIBLE:	<b>\$75,000</b> per <b>Mandatory Evacuation Order</b>
ADDITIONAL PREMIUM:	<b>INCLUDED</b>

##### DESIGNATED PERSONS:

- Students who are residents of a university or college scheduled location.
- Patients who are admitted as inpatients and who are overnight residents at a scheduled location.
- Prisoners who are confined to a scheduled location.

SCHEDULE OF LOCATIONS: On file with Company(ies)

---

Subject to the terms and conditions of the policy, the terms of the above Additional Declarations (including the Sublimits of Insurance and Deductible), the attached Schedule of Locations, in consideration of the additional premium shown above, this policy is hereby extended to reimburse **Evacuation Expenses**, but only in accordance with the terms and conditions set forth in this endorsement:

#### **I. INSURING AGREEMENTS**

The Company will reimburse the Named Insured for reasonable and necessary **Evacuation Expenses** incurred during the **Evacuation Period** as a result of compliance with a **Mandatory Evacuation Order** which requires the evacuation of a scheduled location to which this insurance applies.

#### **II. DEDUCTIBLE**

All **Evacuation Expenses** arising out of one **Mandatory Evacuation Order** shall be adjusted as one loss, and from the amount of each such adjusted loss shall be deducted the sum shown in the above Additional Declarations.

#### **III. SUBLIMITS OF INSURANCE**

**A.** Subject to the Policy Limit of Liability per **Occurrence**, the Disaster Sublimit of Liability as shown in the above Additional Declarations is the most the Company will reimburse the Named Insured for all **Evacuation Expenses** under this policy in accordance with the terms and conditions of this endorsement.

**B. Evacuation Expense Sublimits**

1. Subject to Policy Limit of Liability per **Occurrence** or the Disaster Sublimit of Liability described above, whichever is less, the No Physical Loss or Damage Sublimit shown in the above Additional Declarations is the most the Company will reimburse the Named Insured for all **Evacuation Expenses** incurred per scheduled location if such scheduled location does not incur direct physical loss or damage.

2. Subject to Policy Limit of Liability per **Occurrence** or the Disaster Sublimit of Liability described above, whichever is less, the Physical Loss or Damage Sublimit is the most the Company will reimburse the Named Insured for all **Evacuation Expenses** incurred per scheduled location if such scheduled location incurs direct physical loss or damage. The Physical Loss or Damage Sublimit is either the Maximum Sublimit shown in the above Additional Declarations or 25% of the direct physical loss or damage sustained to the scheduled location, whichever is less, but in no event will the Physical Loss or Damage Sublimit be less than the Minimum Sublimit shown in the above Additional Declarations.

**IV. ADDITIONAL DEFINITIONS**

The definitions of the policy apply to this endorsement. However, the following additional definitions supersede any similar definitions in the policy, but only with respect to the application of this endorsement.

**A. Designated Persons** means those individuals as indicated by a check mark in the above Additional Declarations and those individuals who are essential employees to implement the **Mandatory Evacuation Order**.

**B. Evacuation Expenses** means the reasonable and necessary expenses to transport, house, feed, and provide medical care to **Designated Persons** and which are incurred during the **Evacuation Period**. **Evacuation Expenses** include evacuation of **Designated Persons**, maintenance of **Designated Persons** in another location, and the return of **Designated Persons** to the scheduled location or, if the scheduled location is not habitable, to a suitable alternative location, provided that, such **Evacuation Expenses** are incurred during the **Evacuation Period**.

**C. Evacuation Period** means that period of time that:

1. Begins immediately after the **Mandatory Evacuation Order** is first broadcast; and
2. Ends on the earlier of:
  - i. Thirty (30) days after the **Mandatory Evacuation Order** is first broadcast; or
  - ii. Ninety-six (96) hours after, the earlier of:
    - a. the time and date that a public announcement ending the **Mandatory Evacuation Order** is broadcast, or
    - b. the time and date when the appropriate civil authority allows a return to the scheduled location.

**D. Mandatory Evacuation Order** means the first public broadcast of a compulsory evacuation made by the responsible civil authority that is specific as to the effective date, time and area affected and which arises out of a peril for which coverage would have been provided if such peril had caused loss or damage to a scheduled location. The **Mandatory Evacuation Order** must commence during the policy period. Recommended, advisory, precautionary, or voluntary evacuation is not included in the definition of **Mandatory Evacuation Order**.

**E. Occurrence** means a **Single Event** which gives rise to one or more **Mandatory Evacuation Orders**. For the purposes of this definition, a **Single Event** means, e.g., one hurricane, one tropical storm, one earthquake (as further described in the policy), one flood (as further described in the policy), or any other **Single Event** regardless of the number of perils involved in such **Single Event**.

#### **V. EXCLUSIONS**

This insurance does not apply to and the Company will not reimburse any **Evacuation Expenses**:

**A.** Arising out of any claim that the Named Insured or any employee responsible for reporting such claim knew or should have known was false or fraudulent,

**B.** Arising out of any monetary loss other than those expenses specifically defined as **Evacuation Expenses**, and

**C.** Arising out of a peril for which coverage is not provided under this policy or for which an exclusion applies to such peril.

**All other terms and conditions of the policy remain the same.**

## FUNGUS, WET ROT, DRY ROT AND BACTERIA EXCLUSION

Named Insured Lee County Board of County Commissioners			Endorsement Number
Policy Symbol FS	Policy Number D37390252 005	Policy Period 10/01/2015 to 10/01/2016	Effective Date of Endorsement
Issued By (Name of Insurance Company) Westchester Surplus Lines Insurance Company			

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

**THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:**

**COMMERCIAL PROPERTY COVERAGE PART**

**COMMERCIAL INLAND MARINE COVERAGE PART**

A. The following exclusion is added:

We will not pay for *loss*, or physical loss or damage, caused directly or indirectly by any of the following. Such *loss* or physical loss or damage, is excluded regardless of any cause or event that contributes concurrently or in any sequence to the *loss*, or physical loss or damage:

1. Presence, growth, proliferation, spread or activity of "fungus", wet rot or dry rot or bacteria. But if "fungus" wet rot, dry rot or bacteria results in a "specified cause of loss", we will pay for the *loss* caused by that "specified cause of loss". This exclusion does not apply when "fungus", wet rot or dry rot, or bacteria results from fire or lightning;
2. Enforcement of any ordinance or law which requires the demolition, repair, replacement, reconstruction, remodeling or remediation of property due to contamination by "pollutants" or due to the presence, growth, proliferation, spread or any activity of "fungus", wet rot or dry rot, or bacteria; or
3. The cost associated with the enforcement of any ordinance or law which requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants", "fungus", wet rot or dry rot, or bacteria.

B. The following are added to the Definitions:

"Fungus" means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents or byproducts produced or released by fungi.

"Specified cause of loss" means: fire, lightning, explosion, windstorm or hail, smoke, aircraft or vehicles; riot or civil commotion; vandalism; leakage from fire extinguishing equipment; sinkhole collapse; volcanic action; falling objects; weight of snow, ice, or sleet; water damage.

"Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

This endorsement may be attached to a coverage form or an endorsement with a different definition from the listed definitions. If there is a different definition, that definition does not apply to this endorsement.

All other terms and conditions remain unchanged.



# NUCLEAR, BIOLOGICAL, CHEMICAL, RADIOLOGICAL EXCLUSION ENDORSEMENT

Named Insured Lee County Board of County Commissioners			Endorsement Number
Policy Symbol FS	Policy Number D37390252 005	Policy Period 10/01/2015 to 10/01/2016	Effective Date of Endorsement
Issued By (Name of Insurance Company) Westchester Surplus Lines Insurance Company			

**THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.**

**This endorsement modifies insurance provided under the following:**

**BOILER AND MACHINERY COVERAGE PART  
COMMERCIAL INLAND MARINE COVERAGE PART  
COMMERCIAL PROPERTY COVERAGE PART  
CRIME AND FIDELITY COVERAGE PART**

The following exclusions are added to your Policy or Coverage Part.

This insurance does not apply to:

- |  |  |
|--|--|
| <p><b>A.</b> Loss or damage arising directly or indirectly from nuclear detonation, reaction, nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, or due to any act or condition incident to any of the foregoing, whether such loss be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to, or aggravated by, any physical loss or damage insured against by this Policy or Coverage Part, however such nuclear detonation, reaction, nuclear radiation or radioactive contamination may have been caused. This exclusion replaces any other nuclear detonation, nuclear reaction, nuclear radiation or radioactive contamination exclusions found elsewhere in this Policy.</p> | <p><b>B.</b> Loss or damage arising directly or indirectly from the dispersal, application or release of, or exposure to, chemical, radiological, or biological materials or agents, all whether controlled or uncontrolled, or due to any act or condition incident to any of the foregoing, whether such loss be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to, or aggravated by, any physical loss or damage insured against by this Policy or Coverage Part, however such dispersal, application, release or exposure may have been caused.</p> <p><b>C.</b> If this endorsement is attached to a Commercial Inland Marine Policy or Coverage Part, the term loss or damage is changed to Loss.</p> |
|--|--|

**ASBESTOS MATERIAL EXCLUSION  
(Named Peril Exception)**

Named Insured Lee County Board of County Commissioners			Endorsement Number
Policy Symbol FS	Policy Number D37390252 005	Policy Period 10/01/2015 to 10/01/2016	Effective Date of Endorsement
Issued By (Name of Insurance Company) Westchester Surplus Lines Insurance Company			

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

**THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:**

**COMMERCIAL PROPERTY COVERAGE PART**

**COMMERCIAL INLAND MARINE COVERAGE PART**

The following exclusions are added to the policy; supersede any term, provision or endorsement to the contrary in this policy; and apply notwithstanding any such term, provision or endorsement in this policy or in any underlying, contributing or followed policy:

This policy does not apply to loss, damage, cost, expense, fine or penalty arising out of, resulting from or related in any way to:

1. Removal of any asbestos, asbestos-containing product, or asbestos-containing material, unless the asbestos, asbestos-containing product, or asbestos-containing material itself incurs direct physical loss or damage caused by fire, lightning, explosion, windstorm, hail, smoke, aircraft or vehicle impact, riot, strike, or civil commotion, vandalism, sprinkler leakage, or accidental discharge from automatic fire protective systems; provided, however, the policy insures loss or damage arising out of or resulting from such specified perils.
2. Demolition or increased cost of reconstruction, repair, debris removal, or loss of use necessitated by enforcement of any law, regulation, rule or ordinance regulating asbestos, asbestos-containing product, or asbestos-containing material, except to the extent that coverage is provided by an additional coverage or coverage extension providing insurance for demolition and increased costs of construction.
3. Any governmental direction or request declaring that any asbestos, asbestos-containing product, or asbestos-containing material present in or part of or utilized on any undamaged portion of the insured's property can no longer be used for the purpose for which it was intended or installed and must be removed or modified.

All other terms and conditions remain unchanged.

## CLAIMS ADJUSTMENT

Named Insured Lee County Board of County Commissioners			Endorsement Number
Policy Symbol FS	Policy Number D37390252 005	Policy Period 10/01/2015 to 10/01/2016	Effective Date of Endorsement
Issued By (Name of Insurance Company) Westchester Surplus Lines Insurance Company			

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

**THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:**

**COMMERCIAL PROPERTY COVERAGE PART**

**COMMERCIAL INLAND MARINE COVERAGE PART**

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**COMMERCIAL BOILER & MACHINERY COVERAGE PART**

It is a condition of this policy that the Company reserves the right to engage its own adjusters, investigators and experts at its sole discretion and expense.

All other terms and conditions remain unchanged.

## DEFINITION OF LOSS OCCURRENCE ENDORSEMENT

Named Insured Lee County Board of County Commissioners			Endorsement Number
Policy Symbol FS	Policy Number D37390252 005	Policy Period 10/01/2015 to 10/01/2016	Effective Date of Endorsement
Issued By (Name of Insurance Company) Westchester Surplus Lines Insurance Company			

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

**THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:**

**COMMERCIAL PROPERTY COVERAGE PART**

**COMMERCIAL INLAND MARINE COVERAGE PART**

The following definition is added to this policy; supersedes any other definition, express or implied, of the term "Loss Occurrence" in any term, provision or endorsement to this policy; and applies notwithstanding such term, provision or endorsement:

1. "Loss Occurrence" means the sum of all individual losses arising out of and directly caused by any one disaster, accident or loss or series of disasters, accidents or losses arising out of one event which occurs anywhere within the Coverage Territory. The duration and extent of any one Loss Occurrence will be limited to all individual losses sustained by the Insured occurring during any period of 72 consecutive hours arising out of and directly caused by the same event, except:
  - A. As regards Windstorm (including Tier 1 Counties), Flood, Hail or Tornado, including ensuing collapse, Flood and Water Damage: all individual losses sustained by the Insured occurring during any period of 96 consecutive hours arising out of and directly caused by the same event.
  - B. As regards the perils of riot, strike or civil commotion, vandalism and malicious mischief, including losses from all other perils covered hereunder following as a result of the aforesaid perils: all losses or series of losses occurring during any period of 72 consecutive hours arising out of and directly caused by the same event. The maximum duration of 72 consecutive hours may be extended in respect of individual losses which occur beyond such 72 consecutive hours during the continued occupation of the Insured's premises by strikers, provided such occupation commenced during the aforesaid period.
  - C. As regards the peril of Earthquake, including losses from all other perils covered hereunder following as a result of Earthquake: only those individual losses covered hereunder, which commence during the period of 168 consecutive hours, may be included in the Loss Occurrence.
  - D. As regards the peril of freeze: only those individual losses directly caused by collapse, breakage of glass, water and/or liquid damage due to burst pipes tanks or pressure vessels; damage to machinery or equipment, stock and/or work in progress due to freeze; and/or individual losses arising directly out of the lack of supply of power, current, coolant and/or fuel due to frozen pipes and/or frozen feed lines may be included in the Loss Occurrence.

Except for those Loss Occurrences referred to in sub-paragraphs A. and B. above, the Insured may chose the date and time when such period of consecutive hours commences, provided that it is not earlier than the date and time of the occurrence of the first recorded individual loss sustained by the Insured arising out of that disaster, accident or loss and provided that only one such period of consecutive hours will apply with respect to one event.

However, as respects those Loss Occurrences referred to in sub-paragraphs A. and B. above, if the disaster, accident or loss occasioned by the event is of greater duration than the specified period of consecutive hours, then the Insured may divide that disaster, accident or loss into two or more Loss Occurrences, provided no two periods overlap and no individual loss is included in more than one such period and provided that no period commences earlier than the date and time of the occurrence of the first recorded individual loss sustained by the Insured arising from that disaster, accident or loss.

However, we shall not be liable hereunder for any loss or damage:

- a) Occurring before this policy becomes effective; or
- b) Arising from an "occurrence" which is in progress at the time this policy becomes effective, even if such loss or damage occurs after this policy becomes effective; or
- c) Occurring after the expiration of this policy, except loss or damage arising from an "occurrence" in progress at the time this policy expires.

This provision in no way alters any Policy Limit of Liability or Sub-limit of Liability.

All other terms and conditions remain unchanged.

## ELECTRONIC DATA AMENDMENT ENDORSEMENT

Named Insured Lee County Board of County Commissioners			Endorsement Number
Policy Symbol FS	Policy Number D37390252 005	Policy Period 10/01/2015 to 10/01/2016	Effective Date of Endorsement
Issued By (Name of Insurance Company) Westchester Surplus Lines Insurance Company			

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

**THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:**

**BOILER AND MACHINERY COVERAGE PART  
COMMERCIAL INLAND MARINE COVERAGE PART  
COMMERCIAL PROPERTY COVERAGE PART  
CRIME AND FIDELITY COVERAGE PART**

The following terms and provisions are added to the Policy; supersede any term, provision or endorsement to the contrary in this Policy; and apply notwithstanding any such term, provision or endorsement in this Policy or in any underlying, contributing or followed policy:

1. This Policy excludes loss, damage, destruction, distortion, erasure, corruption, alteration, diminishment in value, or loss of use or usefulness of:
  - a. "Electronic Data" by any cause whatsoever (including but not limited to "Computer Virus");
  - b. "Electronic Data Processing Equipment" caused by or resulting from the loss, damage, destruction, distortion, erasure, corruption, alteration, diminishment in value, or loss of use or usefulness of "Electronic Data"; regardless of any other cause or event that contributes concurrently or in any sequence to the loss, damage, destruction, distortion, erasure, corruption, alteration, diminishment in value, or loss of use or usefulness of "Electronic Data", "Electronic Data Processing Equipment", or "Electronic Media"; and/or
  - c. "Electronic Media" caused by or resulting from the loss, damage, destruction, distortion, erasure, corruption, alteration, diminishment in value, or loss of use or usefulness of "Electronic Data"; regardless of any other cause or event that contributes concurrently or in any sequence to the loss, damage, destruction, distortion, erasure, corruption, alteration, diminishment in value, or loss of use or usefulness of "Electronic Data", "Electronic Data Processing Equipment", or "Electronic Media".

This exclusion does not apply to loss or damage to "Electronic Data", "Electronic Data Processing Equipment", and "Electronic Media" caused by or resulting from a "Named Peril", if and to the extent such Named Peril is already covered by this or by any underlying policy.

2. This Policy excludes loss, damage, cost or expense resulting from or arising out of any failure, malfunction, deficiency, deletion, fault, Computer Virus or corruption of computer code that results from or arises out of any authorized or unauthorized access by any means and for any purpose, whether intentional or inadvertent, in, of or to any "Electronic Data", "Electronic Data Processing Equipment", or "Electronic Media" and similar data, media, devices, and equipment in the ownership, possession, or control of a third party.

### Definitions

1. "Electronic Data" means information, facts or "Computer Programs" stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hardware, computer memory, hard or floppy disks, zip drives, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment.

2. "Computer Programs" means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to send, receive, process, store, retrieve, erase, or destroy data, and "Electronic Data" which is integrated in and operates or controls the building's elevator, lighting, plumbing, electricity, heating, ventilation, air conditioning, security system, safety system, and fire protection system, but does not include prepackaged software held in storage.
3. "Electronic Data Processing Equipment" means "Computers", computer servers and similar equipment and component parts thereof, the purpose of which is to process Electronic Data.
4. "Electronic Media" means any physical device the purpose of which is to hold, store, contain or transfer "Electronic Data", and includes but is not limited to disks, drives, films, tapes, records, drums, or cells.
5. "Computers" includes but is not limited to mainframes, servers, workstations and portable computing devices, personal information managers, wide and local area network hardware, electronic and electromechanical equipment, data processing equipment, electronic controls for machinery, electronically programmed memory chips, and electronically controlled communication equipment.
6. "Computer Virus" means instructions, code, files, applications or any software program that has the ability or is suspected to have the ability to damage, destroy, erase, corrupt, alter, impede, or prevent access to "Electronic Data", "Electronic Media" or "Computers", or to disrupt or interfere with the operations of "Computers", or to disrupt or interfere with the operation of any software or the reliability of any "Electronic Data", including but not limited to malicious codes, malware, Trojan Horses, worms and time or logic bombs.
7. "Named Peril" means the perils of Fire; Lightning; Explosion; Windstorm or Hail; Smoke; Aircraft or Vehicles; Riot and Civil Commotion; Willful or malicious physical loss or damage by a means other than "Computer Virus" and/or an authorized or unauthorized access in, of or to any "Electronic Data", "Electronic Data Processing Equipment" and/or "Electronic Media"; Leakage from fire extinguishing equipment; Sinkhole Collapse; Volcanic Action; Building glass breakage; Falling Objects, Weight of snow, ice or sleet, Water Damage; Sonic Boom; Theft; Flood, Earthquake or Earth Movement.

All other terms and conditions remain unchanged.

## TERRORISM EXCLUSION ENDORSEMENT

Named Insured Lee County Board of County Commissioners			Endorsement Number
Policy Symbol FS	Policy Number D37390252 005	Policy Period 10/01/2015 to 10/01/2016	Effective Date of Endorsement
Issued By (Name of Insurance Company) Westchester Surplus Lines Insurance Company			

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

**THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:**

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

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

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

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

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

B. As used in this endorsement:

1. "Act of Terrorism" means any act against persons, organizations or property of any nature that involves the following or preparation for the following:
  - a. Use or threat of force or violence; or
  - b. Commission or threat of a dangerous act; or
  - c. Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and



2. Appears to be intended, in whole or in part, to:

- a. Intimidate or coerce a government or the civilian population; or
- b. Disrupt any segment of a nation's economy; or
- c. Influence the policy of a government by intimidation or coercion; or
- d. Affect the conduct of a government by mass destruction, assassination, kidnapping or hostage-taking;  
or
- e. Further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology; or
- f. Respond to governmental action or policy.

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

C. Exception Covering Certain Fire Losses

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

All other terms and conditions remain unchanged.

# SERVICE OF SUIT ENDORSEMENT - FLORIDA

Named Insured Lee County Board of County Commissioners			Endorsement Number
Policy Symbol FS	Policy Number D37390252 005	Policy Period 10/01/2015 to 10/01/2016	Effective Date of Endorsement
Issued By (Name of Insurance Company) Westchester Surplus Lines 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 company's right 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.

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.

Saverio Rocca, Assistant General Counsel  
ACE Group of Insurance Companies  
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



Westchester Surplus Lines Insurance Company  
Insurance Company

Lee County Board of County Commissioners  
Policyholder

D37390252 005

Policy Number

PEACHTREE SPECIAL RISK

Broker/Producer

## POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

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

**YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY YOUR POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 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 \$31,456, however you elected to decline such coverage.

**CERTIFICATES OF INSURANCE – AUTOMATIC ADDITIONAL INSURED AND LOSS PAYEE  
ENDORSEMENT**

Named Insured Lee County Board of County Commissioners			Endorsement Number
Policy Symbol FS	Policy Number D37390252 005	Policy Period 10/01/2015 to 10/01/2016	Effective Date of Endorsement
Issued By (Name of Insurance Company) Westchester Surplus Lines Insurance Company			

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

**THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:**

**COMMERCIAL PROPERTY COVERAGE PART**

**COMMERCIAL INLAND MARINE COVERAGE PART**

The following provisions are added to this policy and supersede and replace any conflicting provision in this Policy (including in any other endorsement hereto):

- A. Any Certificate of Insurance issued in connection with this Policy will be issued solely as a matter of convenience or information for the addressee(s) or holder(s) of said certificate. Certificates of Insurance do not amend, modify or alter any term or condition of this Policy.
- B. However, if, pursuant to a written agreement executed prior to a date of loss in question, the First Named Insured is required to add a person or entity to this Policy as an Additional Insured and Loss Payee, then this Policy will be deemed to have been endorsed accordingly, subject to all other terms, conditions, limits of liability and exclusions of this Policy. Loss to Covered Property in which such Additional Insured and Loss Payee has an interest will be adjusted with the First Named Insured and payable jointly to the First Named Insured and such Additional Insured and Loss Payee. No written endorsement to this Policy will be required in order for this provision to be effective as to such person or entity subject to compliance with sub-paragraph E. below.
- C. Within ten (10) business days after the Company is notified of a loss which may be covered under this Policy, the First Named Insured or its authorized representative will provide the Company with the identities of all persons or entities with interests in the property that is subject to the loss as well as copies of the agreement requiring such person or entity be added to this Policy as an Additional Insured or Loss Payee. If the First Named Insured requires additional time to comply with this paragraph, the Company will provide extensions of time that are reasonable and appropriate for the circumstances, however, all such requests for extensions must be made in writing to the Company.
- D. If the First Named Insured does not provide the Company with the information required in paragraph C above, the Company will assume that there are no such persons or entities and the Company will not be liable for any failure to take such person or entity's interest into account in the adjustment or payment of any loss.
- E. This endorsement does not apply to persons or entities added by endorsement under the applicable Lenders Loss Payee and Mortgage Interests and Obligations provisions of this Policy. Persons or entities added as Additional Insured and Loss Payee pursuant to this endorsement do not have the same rights and obligations as the First Named Insured or Lenders Loss Payee and Mortgage Interests.

All other terms and conditions remain unchanged.



## **ACE Producer Compensation Practices & Policies**

ACE believes that policyholders should have access to information about ACE'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.aceproducercompensation.com> or by calling the following toll-free telephone number: 1-866-512-2862.

## TRADE OR ECONOMIC SANCTIONS ENDORSEMENT

Named Insured Lee County Board of County Commissioners			Endorsement Number
Policy Symbol FS	Policy Number D37390252 005	Policy Period 10/01/2015 to 10/01/2016	Effective Date of Endorsement
Issued By (Name of Insurance Company) Westchester Surplus Lines Insurance Company			

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

This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing insurance, but not limited to, the payment of claims. All other terms and conditions of policy remain unchanged.

---

Authorized Agent



**ace usa**

## **Questions About Your Insurance?**

Answers to questions about your insurance, coverage information, or assistance in resolving complaints can be obtained by calling ACE USA, Customer Support Service Department, at 1-800-352-4462.

# 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.



## Policy Form Amendments Endorsement

Named Insured Lee County Board of County Commissioners			Endorsement Number
Policy Symbol FS	Policy Number D37390252 005	Policy Period 10/01/2015 to 10/01/2016	Effective Date of Endorsement
Issued By (Name of Insurance Company) Westchester Surplus Lines Insurance Company			

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

**THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:**

### **Lee County Board of County Commissioners Property Policy Form**

As respects Westchester Surplus Lines Insurance Company's participation, the following changes are hereby made to the Lee County Board of County Commissioners Property Policy Form; supersede any term, provision or endorsement to the contrary in this policy; and apply notwithstanding such term, provision or endorsement:

The first paragraph in Item 7. **COVERAGE, B. BUSINESS INTERRUPTION**, is deleted and replaced by the following:

This policy also covers loss as described below, resulting from necessary interruption of business conducted by the Insured and caused by direct physical loss, damage or destruction by any of the perils covered herein during the term of this policy to Real and/or Personal Property as covered herein.

The first paragraph in Item 7. **COVERAGE, E. ADDITIONAL PROVISIONS APPLICABLE TO BUSINESS INTERRUPTION AND EXTRA EXPENSE COVERAGE AND RENTAL VALUE COVERAGE, EXTENSION OF COVERAGE**, is deleted and replaced by the following:

**EXTENSION OF COVERAGE:** This policy, subject to all provisions and without increasing the amount of said policy, also insures against direct physical loss resulting from damage to or destruction of by the perils insured against:

Item 7. **COVERAGE, E. ADDITIONAL PROVISIONS APPLICABLE TO BUSINESS INTERRUPTION AND EXTRA EXPENSE COVERAGE AND RENTAL VALUE COVERAGE, EXTENSION OF COVERAGE**, subparagraph (2), is deleted and replaced by the following:

(2) any property thereby inhibiting ingress to or egress from the Insured's premises for a period not exceeding thirty (30) days and five (5) statute miles from the Insured's premises;

The first paragraph in Item 7. **COVERAGE, F. DEMOLITION AND INCREASED COST OF CONSTRUCTION**, is deleted and replaced by the following:

In the event of loss or damage under this policy that causes the enforcement of any laws or ordinance regulating the construction or repair of damaged facilities insured hereunder in force at time of loss, the Company shall be liable for

#### **POLICY ADDENDUM #4**

The following sentence is deleted in its entirety: "The terms and conditions of this form and endorsements attached thereto replace those of the policy to which it is attached, all terms, conditions and endorsements of the later being waived unless specifically noted within this endorsement".

**Westchester Surplus Lines Insurance Company:** The forms list is amended to the following:

- ALL-20887 (10/06) ACE Producer Compensation Practices & Policies
- ACE061 (10/13) Asbestos Material Exclusion (Named Peril Exception)
- ACE0668 (04/14) Claims Adjustment

- ACE0745 (09/12) Certificate Of Insurance - Automatic Additional Insured And Loss Payee Endorsement
- MA-608255p (04/15) Claims Directory Property and Inland Marine
- BB-5W58a (09/11) Common Policy Declarations
- ACE0681 (10/11) Definition Of Loss Occurrence Endorsement
- ACE126 (10/14) Electronic Data Amendment Endorsement
- ACE0204 (05/10) Fungus, Wet Rot, Dry Rot and Bacteria Exclusion
- ACE0210 (01/08) Nuclear, Biological, Chemical, Radiological Exclusion Endorsement
- LE02525A (10/15) Policy Form Amendments Endorsement
- TRIA24 (01/15) Policyholder Disclosure Notice of Terrorism Insurance Coverage
- ALL-5X45 (11/96) Questions About Your Insurance
- SL-44730 (11/14) Service of Suit Endorsement – Florida
- LD-5S23j (03/14) Signature Endorsement
- SLPD (03/08) Surplus Lines Declarations
- ALL-10750 (01/15) Terrorism Exclusion Endorsement
- ALL-21101 (11/06) Trade or Economic Sanctions Endorsement
- IL P 001 01 04 U.S. Treasury Departments' Office of Foreign Assets Control ("OFAC") Advisory Notice to Policyholders

All other terms and conditions remain unchanged.



# Claims Directory

## Property and Inland Marine

Claims or Loss Notices related to this policy should be reported to the following:

Claim Office	Email and Fax	Location
ACE North American Claims	First Notices Email: <a href="mailto:ACEClaimsFirstNotice@acegroup.com">ACEClaimsFirstNotice@acegroup.com</a>  First Notices Fax: (877)-395-0131 (Toll Free) (302)-476-7254 (Local)  Phone: (800)-433-0385 - Business Hours (800)-523-9254 – After Hours	P.O. Box 5122 Scranton, PA 18505-0554

## SIGNATURES

Named Insured Lee County Board of County Commissioners			Endorsement Number
Policy Symbol FS	Policy Number D37390252 005	Policy Period 10/01/2015 to 10/01/2016	Effective Date of Endorsement
Issued By (Name of Insurance Company) Westchester Surplus Lines 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

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

## **EXCLUSION OF CERTAIN COMPUTER-RELATED LOSSES**

This endorsement modifies insurance provided under the following:

COMMERCIAL INLAND MARINE COVERAGE PART  
COMMERCIAL PROPERTY COVERAGE PART  
CRIME AND FIDELITY COVERAGE PART  
STANDARD PROPERTY POLICY

- A.** We will not pay for loss ("loss") or damage caused directly or indirectly by the following. Such loss ("loss") or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss ("loss") or damage.
- 1.** The failure, malfunction or inadequacy of:
    - a.** Any of the following, whether belonging to any insured or to others:
      - (1)** Computer hardware, including microprocessors;
      - (2)** Computer application software;
      - (3)** Computer operating systems and related software;
      - (4)** Computer networks;
      - (5)** Microprocessors (computer chips) not part of any computer system; or
      - (6)** Any other computerized or electronic equipment or components; or
    - b.** Any other products, and any services, data or functions that directly or indirectly use or rely upon, in any manner, any of the items listed in Paragraph **A.1.a.** of this endorsement;

due to the inability to correctly recognize, process, distinguish, interpret or accept one or more dates or times. An example is the inability of computer software to recognize the year 2000.
  - 2.** Any advice, consultation, design, evaluation, inspection, installation, maintenance, repair, replacement or supervision provided or done by you or for you to determine, rectify or test for, any potential or actual problems described in Paragraph **A.1.** of this endorsement.
- B.** If an excluded Cause of Loss as described in Paragraph **A.** of this endorsement results:
- 1.** In a Covered Cause of Loss under the Crime and Fidelity Coverage Part, the Commercial Inland Marine Coverage Part or the Standard Property Policy; or
  - 2.** Under the Commercial Property Coverage Part:
    - a.** In a "Specified Cause of Loss", or in elevator collision resulting from mechanical breakdown, under the Causes of Loss – Special Form; or
    - b.** In a Covered Cause of Loss under the Causes Of Loss – Basic Form or the Causes Of Loss – Broad Form;

we will pay only for the loss ("loss") or damage caused by such "Specified Cause of Loss", elevator collision, or Covered Cause of Loss.
- C.** We will not pay for repair, replacement or modification of any items in Paragraphs **A.1.a.** and **A.1.b.** of this endorsement to correct any deficiencies or change any features.

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

## **EXCLUSION OF LOSS DUE TO VIRUS OR BACTERIA**

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART  
STANDARD PROPERTY POLICY

- A.** The exclusion set forth in Paragraph **B.** applies to all coverage under all forms and endorsements that comprise this Coverage Part or Policy, including but not limited to forms or endorsements that cover property damage to buildings or personal property and forms or endorsements that cover business income, extra expense or action of civil authority.
- B.** We will not pay for loss or damage caused by or resulting from any virus, bacterium or other micro-organism that induces or is capable of inducing physical distress, illness or disease.  
However, this exclusion does not apply to loss or damage caused by or resulting from "fungus", wet rot or dry rot. Such loss or damage is addressed in a separate exclusion in this Coverage Part or Policy.
- C.** With respect to any loss or damage subject to the exclusion in Paragraph **B.**, such exclusion supersedes any exclusion relating to "pollutants".
- D.** The following provisions in this Coverage Part or Policy are hereby amended to remove reference to bacteria:
  - 1.** Exclusion of "Fungus", Wet Rot, Dry Rot And Bacteria; and
  - 2.** Additional Coverage – Limited Coverage for "Fungus", Wet Rot, Dry Rot And Bacteria, including any endorsement increasing the scope or amount of coverage.
- E.** The terms of the exclusion in Paragraph **B.**, or the inapplicability of this exclusion to a particular loss, do not serve to create coverage for any loss that would otherwise be excluded under this Coverage Part or Policy.

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

**EXCLUSION OF CERTIFIED ACTS OF TERRORISM INVOLVING NUCLEAR, BIOLOGICAL, CHEMICAL OR RADIOLOGICAL TERRORISM; CAP ON COVERED CERTIFIED ACTS LOSSES**

This endorsement modifies insurance provided under the following:

- BOILER AND MACHINERY COVERAGE PART
- COMMERCIAL INLAND MARINE COVERAGE PART
- COMMERCIAL PROPERTY COVERAGE PART
- CRIME AND FIDELITY COVERAGE PART
- EQUIPMENT BREAKDOWN COVERAGE PART
- FARM COVERAGE PART
- STANDARD PROPERTY POLICY

**SCHEDULE**

The **Exception Covering Certain Fire Losses** (Paragraph C) applies to property located in the following state(s), if covered under the indicated Coverage Form, Coverage Part or Policy:

State(s)	Coverage Form, Coverage Part Or Policy
PER SCHEDULE	APPROVED MANUSCRIPT FORM
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A.** The following definition is added with respect to the provisions of this endorsement:

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

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.

**B.** The following exclusion is added:

**LIMITED EXCLUSION OF CERTIFIED ACTS OF TERRORISM**

We will not pay for loss or damage caused directly or indirectly by a "certified act of terrorism". Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss. But this exclusion applies only when one or more of the following are attributed to such act:

1. The terrorism is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination; or
2. Radioactive material is released, and it appears that one purpose of the terrorism was to release such material; or
3. The terrorism is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical material; or
4. Pathogenic or poisonous biological or chemical material is released, and it appears that one purpose of the terrorism was to release such material.

When this terrorism exclusion applies in accordance with the terms of Paragraph **B.1.** or **B.2.**, the terrorism exclusion applies without regard to the Nuclear Hazard Exclusion in this Coverage Part or Policy.

**C. Exception Covering Certain Fire Losses**

The following exception to the exclusion in Paragraph **B.** applies only if indicated and as indicated in the Schedule of this endorsement.

If a "certified act of terrorism" excluded under Paragraph **B.** results in fire, we will pay for the loss or damage caused by that fire, subject to all applicable policy provisions including the Limit of Insurance on the affected property. Such coverage for fire applies only to direct loss or damage by fire to Covered Property. Therefore, for example, the coverage does not apply to insurance provided under Business Income and/or Extra Expense coverage forms or endorsements that apply to those coverage forms, or to the Legal Liability Coverage Form or the Leasehold Interest Coverage Form.

**D. Cap On Certified Terrorism Losses**

The following limitation applies to coverage for any one or more "certified acts of terrorism" that are not excluded by the terms of the exclusion in Paragraph **B.** and to any loss or damage that is covered and to which the exception in Paragraph **C.** applies:

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a Program Year (January 1 through December 31) 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.

This Paragraph, **D.**, does not apply to insurance provided under the Crime And Fidelity Coverage Part.

**E. Application Of Exclusions**

The terms and limitations of any terrorism exclusion, or the non-applicability or omission of a terrorism exclusion, do not serve to create coverage for any loss which would otherwise be excluded under this Coverage Part or Policy, such as losses excluded by the War And Military Action Exclusion.



## **SERVICE OF SUIT ENDORSEMENT**

**THIS ENDORSEMENT CHANGES THIS POLICY. PLEASE READ IT CAREFULLY.**

In the event of failure of the “Company” to pay any amount claimed to be due under the terms of this policy, the “Company”, at the request of the Insured, will submit to the jurisdiction of a court of competent jurisdiction within the United States. Nothing in this condition constitutes or should be understood to constitute a waiver of the “Company’s” 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. In any suit instituted against the “Company” upon this policy, the Company will abide by the final decision of such court or of any appellate court in the event of appeal.

It is further agreed that service of process in such suit may be made upon the Senior Vice President - Claims, 750 Third Avenue, 18<sup>th</sup> Floor, New York, NY 10017.

Further, pursuant to any statute of any state, territory, or district of the United States which makes provision therefore, the “Company” designates the Superintendent, Commissioner or Director of Insurance, or other officer specified for that purpose in the statute, as its true and lawful attorney upon whom service may be made of any lawful process in any action, suit, or proceeding instituted by or on behalf of the Insured or any beneficiary hereunder arising out of this policy of insurance and hereby designates the above named Senior Vice President – Claims as the person to whom the said officer is authorized to mail such process or a true copy thereof.

All other terms and conditions of this policy shall remain unchanged.

## **LOSS ADJUSTMENT ENDORSEMENT**

**This Endorsement changes this policy. Please read it carefully.**

It is agreed that the "Company" has the option of engaging a separate loss adjuster and/or loss adjustment facility in place of any loss adjuster and/or loss adjustment facility so designated or named in this policy or any other policy of insurance that may be in force and applies to this insurance.

All other terms and conditions of this policy shall remain unchanged.

## Notice of Loss

Notwithstanding any provision to the contrary within this insurance policy, any endorsement thereto, or any policy to which this policy may follow form, the insured shall as soon as practical report in writing, to:

Endurance U.S. Insurance - Claims  
750 Third Avenue, 18<sup>th</sup> Floor,  
New York, NY 10017  
E-Mail addressed to: [eclaims@enhinsurance.com](mailto:eclaims@enhinsurance.com)

every loss, damage or occurrence which may give rise to a claim under this policy and also file with the Company within ninety (90) days from the date of such loss, damage or occurrence, a detailed sworn proof of loss.

## U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") 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 website – <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.



**Endurance American Specialty Insurance Company**

**750 3<sup>rd</sup> Avenue  
New York, NY 10017**

IN WITNESS WHEREOF, the Insurer has caused this Policy to be signed by its President and Senior Vice President and countersigned where required by law on the Declarations page by its duly authorized representative.

A handwritten signature in cursive script that reads "Richard M. Appel".

**Senior Vice President**

A handwritten signature in cursive script, appearing to be "David W." followed by a stylized flourish.

**President**