



SPECIAL RISK UNDERWRITERS

An AmWINS Group Company

## Property Declarations - Participating

This Declaration Page is attached to and forms part of Certificate provisions

Previous No.	<u>S-1601-008436-01</u>	Account No.	<u>S-1612-453708-01</u>
	Certain Underwriters at Lloyd's	Policy No.	<u>AQS-170523</u>
	International Insurance Company of Hannover SE	Policy No.	<u>HAQS-170523</u>
	General Security Indemnity Company of Arizona	Policy No.	<u>TR00093911700523</u>

Name and Address	<u>Manatee County Board of County Commissioners</u>
of the Insured	<u>1112 Manatee Avenue West, Suite 969</u>
	<u>Bradenton, FL 34206</u>

Policy Period	Effective From	<u>06/01/2017</u>	to	<u>06/01/2018</u>	Both days at 12:01 a.m. standard time at the Insured's mailing address
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**THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED - THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.**

Limits of Liability: \$4,500,000 (6.923%) part of \$65,000,000 in excess of \$25,000,000 per occurrence

COMMERCIAL PROPERTY COVERAGE PART	Property	
Certain Underwriters at Lloyd's	Premium	\$61,314.00
International Insurance Company of Hannover SE	Premium	\$7,512.00
General Security Indemnity Company of Arizona	Premium	\$14,600.00

**Total Advance Premium**

Service Fee	\$500.00
	\$83,926.00

**Minimum Earned Premium** 35.00%

Dated	<u>06/27/2017</u>	By	<u></u>	Address	<u>AmWINS Special Risk Underwriters, LLC</u>
					<u>4725 Piedmont Row Drive</u>
					<u>Charlotte, NC 28210</u>

In the event of a claim, notify: Peninsula Insurance Bureau, 2842 Lent Road, Apopka, FL 32712;

Email [tpa@pibadjusters.com](mailto:tpa@pibadjusters.com)

State stamp if applicable

Forms attached hereto:

**FORMS APPLICABLE**

LMA 5219 -- TRIA - Not Purchased Clause  
LMA 9037 -- Florida Surplus Lines Notice - Guaranty Act  
LMA 9038 -- Florida Surplus Lines Notice - Rates and Forms  
SRU-001 0114 -- Property Declarations - Participating  
Certain Underwriters At Lloyd's Syndicate List  
SLC-3 (USA) 2014 -- Policy terms specific to various supporting insurers to this policy  
SRU-004 0710 -- CAT Minimum Earned Premium  
SRU-005 0710 -- Electronic Date Recognition Exclusion EDRE  
SRU-006 0710 -- Biological Or Chemical Materials Exclusion  
SRU-007 0710 -- Radioactive Contamination Exclusion Clause - Physical Damage Direct USA  
SRU-008 0710 -- Land Water and Air Exclusion  
SRU-010 1113 -- Debris Removal Endorsement  
SRU-011 0710 -- Asbestos Endorsement  
SRU-012 0710 -- Electronic Data Endorsement B  
NMA 2918 -- War and Terrorism Exclusion Endorsement  
SRU-022 0710 -- Boiler And Machinery Exclusion  
SRU-040 0312 -- Policy Changes  
SRU-059 0116 -- OFAC Endorsement  
LMA 5021 -- Applicable Law USA  
LMA 3100 -- Sanction Limitation and Exclusion Clause  
PROPERTY LOSS NOTICE -- Property Loss Notice

**FORMS APPLICABLE HC; 9B9F5 @G97I F4M-B89AB4M7CAD5BMC: 5F4NCB5 CB@M**  
SCOR SERVICE OF SUIT CLAUSE

# **CERTAIN UNDERWRITERS AT LLOYD'S SYNDICATE LIST**

If Certain Underwriter's at Lloyd's of London are listed as security on the Contract Allocation Endorsement attached to the policy, the list of syndicates is shown below:

Account Number: S-1612-453708-01

UMR Number: B123017AWS1637

Certificate Number: AQS- 170523

Syndicate Number	Syndicate Abbreviation
510	KLN
2003	XLC
4444	CNP
2001	AML
1458	RNR
1200	AMA
33	HIS
1886	QBE
2987/2988	BRT
4000	PEM
1183	TAL
5000	TRV
780	ADV
5151	ENH
2007	NVA
318	MSP
9216	ATL Property Consortium
3902	NOA
2468	NEO
2623/623	AFB

## **Policy terms specific to various supporting insurers to this policy:**

### **Underwriters at Lloyd's**

**SLC-3 (USA) This Insurance** is effected with certain Underwriters at Lloyd's, London.

**This Certificate** is issued in accordance with the limited authorization granted to the Correspondent by certain Underwriters at Lloyd's, London whose syndicate numbers and the proportions underwritten by them can be ascertained from the office of the said Correspondent (such Underwriters being hereinafter called "Underwriters") and in consideration of the premium specified herein, Underwriters hereby bind themselves severally and not jointly, each for his own part and not one for another, their Executors and Administrators.

**The Assured** is requested to read this Certificate, and if it is not correct, return it immediately to the Correspondent for appropriate alteration.

### **Certificate Provisions**

1. **Signature Required.** This Certificate shall not be valid unless signed by the Correspondent on the attached Declaration Page.
2. **Correspondent Not Insurer.** The Correspondent is not an Insurer hereunder and neither is nor shall be liable for any loss or claim whatsoever. The Insurers hereunder are those Underwriters at Lloyd's, London whose syndicate numbers can be ascertained as hereinbefore set forth. As used in this Certificate "Underwriters" shall be deemed to include incorporated as well as unincorporated persons or entities that are Underwriters at Lloyd's, London.
4. **Assignment.** This Certificate shall not be assigned either in whole or in part without the written consent of the Correspondent endorsed hereon.
5. **Attached Conditions Incorporated.** This Certificate is made and accepted subject to all the provisions, conditions and warranties set forth herein, attached or endorsed, all of which are to be considered as incorporated herein.
6. **Cancellation.** If this Certificate provides for cancellation and this Certificate is cancelled after the inception date, earned premium must be paid for the time the insurance has been in force.

### **A. CLAIMS ADJUSTMENTS AND REPORTING**

All claims hereunder shall be adjusted by:

Peninsula Insurance Bureau  
2842 Lent Road, Apopka, FL 32712  
Email Address: tpa@pibadjusters.com

And/or its assigned adjusters and the costs of such adjustments shall be borne by each Company in proportion to its pro-rata participation in the Insured's Property Insurance Program.

In the event the Company elects to use its own adjusters or independent adjusters or consultants other than as listed above, expenses so incurred shall be borne solely by the Company.

It is further understood and agreed that, notwithstanding any provision contained elsewhere in this policy to the 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(s) as soon as practicable after knowledge by the Insured or their representatives, 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 respect to any such occurrence or claim.

## **B. SEVERAL LIABILITY NOTICE**

The liability of an insurer under this contract is several and not joint with other insurers party to this contract. An insurer is liable only for the proportion of liability it has underwritten. An insurer is not jointly liable for the proportion of liability underwritten by any other insurer. Nor is an insurer otherwise responsible for any liability of any other insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by an insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown in this contract.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is an insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.

LMA5096 (Combined Certificate)

7 March 2008

## **C. SERVICE OF SUIT CLAUSE (U.S.A) (NMA 2868)**

It is agreed that in the event of the failure of the Underwriters hereon to pay any amount claimed to be due hereunder, the Underwriters hereon, at the request of the Insured, will submit to the jurisdiction of a Court of competent jurisdiction within the United States. Nothing in this clause constitutes or should be understood to constitute a waiver of Underwriters' rights to commence an action in any Court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another Court as permitted by the laws of the United States or of any State in the United States. It is further agreed that service of process in such suit may be made upon

If the cause of action arises in California:  
Eileen Ridley  
FLWA Service Corp. c/o Foley & Lardner LLP  
555 California Street, Suite 1700  
San Francisco, CA 94104-1520

If the cause of action arises in any other state:  
Mendes and Mount, LLP  
750 Seventh Avenue  
New York, New York 10019-6829

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

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

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefore, Underwriters hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Insured or any beneficiary hereunder arising out of this Policy, and hereby designate the person(s) or firm stated in Item 13 of the Schedule as the person to whom the said officer is authorized to mail such process or a true copy thereof.

#### D. Short Rate Cancellation.

If the attached provisions provide for cancellation, the table below will be used to calculate the short rate proportion of the premium when applicable under the terms of cancellation.

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

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

A. If insurance has been in force for one year or less, apply the short rate table for annual insurance to the full annual premium determined as for insurance written for a term of one year.

B. If insurance has been in force for more than one year:

1. Determine full annual premium as for insurance written for a term of one year.
2. Deduct such premium from the full insurance premium, and on the remainder calculate the pro rata earned premium on the basis of the ratio of the length of time beyond one year the insurance has been in force to the length of time beyond one year for which the policy was originally written.
3. Add premium produced in accordance with items (1) and (2) to obtain earned premium during full period insurance has been in force.

# **EXCESS ALL RISK FOLLOWING FORM**

THIS POLICY INSURES

## **MANATEE COUNTY BOARD OF COUNTY COMMISSIONERS**

And its affiliated subsidiary, and associated companies and/or corporations and the Insured's interest in partnerships and joint ventures as now exists or may hereafter be constituted or acquired and any party of interest which the Insured is responsible to insure, as detailed in the Manuscript Wording

**INCEPTION: JUNE 1, 2017 12:01 A.M.**

12:01 a.m. Standard Time at the location of the property insured

**EXPIRATION: JUNE 1, 2018 12:01 A.M.**

12:01 a.m. Standard Time at the location of the property insured

**1. TIME OF ATTACHMENT:**

It is agreed that, anything in this policy to the contrary notwithstanding, the actual effective time of attachment of this insurance on the above date shall be the same time on the above date as the actual effective time of cancellation and/or expiration of the policy(ies) replaced or renewed by this policy.

**2. NOTIFICATION CLAUSE:**

All notices or communications concerning this policy shall be addressed to the offices of the insured at:

1112 MANATEE AVENUE WEST  
SUITE 969  
BRADENTON, FLORIDA 34206

and

AmWINS Brokerage of Florida, LLC  
1227 S Patrick Drive  
Suite 101  
Satellite Beach, FL 32937

**3. LOSS PAYABLE CLAUSE:**

Loss, if any, shall be adjusted with and payable to the insured or order.

**4. INSURING AGREEMENTS:**

Insurance is hereby provided subject to the same terms, conditions, definitions, exclusions, and provisions (EXCEPT AS REGARDS THE PREMIUM, LIMITS OF LIABILITY AND RENEWAL AGREEMENTS, IF ANY) as the underlying primary insurance listed hereunder, except as herein stated:

PRIMARY INSURER

Certain Underwriters @ Lloyds, London

POLICY NO

B1230AP00745A17

EXCESS INSURERS

Per attached Schedule of Insurers and Participation

**5. LIMITS OF LIABILITY:**

The Liability of this company for loss or damage by any one occurrence is **\$4,500,000 (6.923%)** part of **\$65,000,000** (excess of **\$25,000,000** as outlined in **Item 6. EXCESS CLAUSE**) and primary deductibles subject to the following aggregate Sublimits of Liability:

- (1) **\$1,730,769 (6.923%)** part of **\$25,000,000** excess of **\$25,000,000** per occurrence as respects the peril of Earth Movement (the aggregate Liability of this company for loss or damage by Earth Movement in any one annual period shall not exceed **\$1,730,769**).
- (2) **\$3,461,538 (6.923%)** part of **\$50,000,000** excess of **\$25,000,000** per occurrence as respects the peril of Flood (the aggregate Liability of this company for loss or damage by Flood in any one annual period shall not exceed **\$3,461,538**).

**6. EXCESS CLAUSE:**

There shall be Liability under this policy only when (1) the amount of loss, damage, or expense arising out of any one occurrence exceeds the sum of **\$25,000,000**; or (2) the Limits of all underlying insurance have been exhausted by the payment of loss, damage, or expense resulting from a peril insured under this policy.

However, notwithstanding the foregoing, it is expressly understood and agreed that, with respect to any and all coverages which are sublimited in underlying policies identified under **Item 4. INSURING AGREEMENTS**, this policy will recognize the depletion of underlying limits as a result of a loss by a peril insured under this policy which involves one or more of the aforementioned sublimited coverages. Coverage hereunder shall not serve to increase the total limits of coverage available to the Insured with respect to any and all of the aforementioned sublimited coverages nor will this policy pay any loss, damage or expense until such loss by a peril insured under this policy exceeds the sum of **\$25,000,000**.

**7. PRIORITY OF PAYMENTS:**

The amount of loss from any one occurrence, for which this policy(ies) is excess shall be determined by the combined loss, damage, or expense as insured under the underlying policy(ies). Any recovery made under the primary or underlying policy(ies) shall be treated as applying first in satisfaction of the loss to property and coverages not insured under this policy(ies) and thereafter in satisfaction of this loss to property and coverages insured under this policy(ies).

**8. UNDERLYING LIMITS CLAUSE:**

- A. In the event that a single loss occurrence caused by both a peril not insured by this policy and a peril insured by this policy exhausts the Liability of the underlying insurance, then this policy shall respond for its insured peril in excess of the amount recoverable under the underlying insurance and Self-Insured Deductible. In no event shall this policy respond until the full Limits of the underlying insurance and Self-Insured Deductible have been exhausted by a single loss occurrence.



B. In the event of the reduction or exhaustion of aggregate Limits of Liability, if any, applying to a Policy Year in the underlying insurance, this policy shall:

(1) in the event of such reduction, pay excess of the reduced aggregate,

(2) in the event of exhaustion, continue in force as primary insurance

subject to any deductible or self-insured retention to which the underlying insurance is subject. The amount of loss from any one occurrence for which this policy is liable shall be determined by the combined loss, damage or expense as insured under the underlying insurance.

Upon exhaustion of the underlying insurance, this policy shall be liable for the amount of loss in excess of the amount attributed to the underlying insurance, but only for the perils insured, coverage provided and/or locations insured by this policy.

However, notwithstanding the foregoing, it is expressly understood and agreed that, with respect to any and all coverages which are sublimited in underlying policies identified under **Item 4. INSURING AGREEMENTS**, this policy will recognize the depletion of underlying limits as a result of a loss by a peril insured under this policy which involves one or more of the aforementioned sublimited coverages. Coverage hereunder shall not serve to increase the total limits of coverage available to the Insured with respect to any and all of the aforementioned sublimited coverages nor will this policy pay any loss, damage or expense until such loss by a peril insured under this policy exceeds the sum of **\$25,000,000**.

**9. INSOLVENCY CLAUSE:**

If there is no recovery available because of the insolvency, or a declaration of impairment or insolvency, of the underlying Insurer(s), coverage under this policy shall apply in excess of the applicable Limit of Liability shown in **Item 6. EXCESS CLAUSE**.

**10. PERILS INSURED:**

All risks of direct physical loss as per primary policy(ies) listed under **Item 4. INSURING AGREEMENTS**, including Named Windstorm, Earth Movement, and Flood including flood associated with a Named Windstorm as per **PARAGRAPH D. of ITEM 16. DEFINITIONS**.

**11. TERRITORIAL LIMITS:**

The United States of America and its territories and Canada.

**12. PROPERTY OR INTEREST COVERED:**

This policy insures only the property or interests as per primary policy(ies) listed under **Item 4. INSURING AGREEMENTS**.

**13. PREMIUM:**

The premium for this company is **\$83,426** for the policy period from **JUNE 1, 2017 TO JUNE 1, 2018**.

**14. MAINTENANCE OF UNDERLYING POLICY(IES):**

It is a condition of this insurance that the underlying policy(ies) shall be maintained in full force and effect during the term of this policy. Failure of the insured to comply with the foregoing

shall not invalidate this policy, but in the event of such failure, the company shall only be liable to the same extent as it would have had the insured complied with this condition.

**15. CANCELLATION:**

This policy shall be cancelled at any time at the request of the insured or by the company giving one hundred and twenty (120) days written notice of intent to cancel; except, however, in the event of cancellation for non-payment of premiums under one or more parts, the company shall give ten (10) days written notice of intent to cancel the entire policy, and:

- A. If canceled at the request of the insured, the earned premium due this company for the term the policy had been in force shall be computed on a pro-rata basis;
- B. If canceled by the company, the return premium due the insured shall be computed on a pro-rata basis;
- C. Notice of Cancellation mailed to the last known address of the insured, as shown in **Item 2. NOTIFICATION CLAUSE**, if any, shall be sufficient notice.

**16. DEFINITIONS:**

**A. OCCURRENCE**

Each occurrence is defined as a loss, incident or series of losses or incidents not otherwise excluded by this Policy and arising out of a single event or originating cause and includes all resultant or concomitant insured losses. When the term applies to loss or losses from Earth Movement, Flood, or Named Windstorm, the following provisions shall apply:

**B. EARTH MOVEMENT**

With respect to the peril of Earth Movement, any and all losses from this cause within a one hundred sixty-eight (168) hour period shall be deemed to be one loss. The Insured may elect the moment from which each of the aforesaid periods of one hundred sixty eight (168) hours shall be deemed to have commenced but no two such one hundred sixty eight (168) hour periods shall overlap.

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

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

The term Earth Movement is defined as:

- 1) Earthquake, including any earth sinking, rising or shifting related to such event;
- 2) Landslide, including any earth sinking, rising or shifting related to such event;

- 3) Mine subsidence, meaning subsidence of man-made mine, whether or not mining activity has ceased;
- 4) Earth sinking rising or shifting including soil conditions which cause settling, cracking or other disarrangement of foundations or other parts of realty. Soil conditions include contraction, expansion, freezing, thawing, erosion, improperly compacted soil and the action of water under the ground surface;
- 5) Shocks, tremors, mudslide, mud flow, rock falls, volcanic eruption, collapse, tsunami, subsidence or any other Earth Movement.
- 6) Sinkhole meaning any sudden sinking or collapse of the land into underground empty spaces created by action of water on limestone or similar rock formations.

**C. FLOOD**

Each loss by flood shall constitute a single loss hereunder.

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

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

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

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

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

1. overflow of inland or tidal water;
2. unusual and rapid accumulation or run off of surface waters from any natural source.

Flood shall also mean mudslide or mudflow, which is a river or flow of liquid mud caused by flooding as defined in 1. or 2. above.

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

**D. NAMED STORM**

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

- 1) Direct action of wind including ensuing storm surge
- 2) Any material, object or debris that is carried, propelled or in any manner moved by such windstorm;
- 3) Any tornado(es) that is the result of actions or effects of such windstorm;
- 4) Hail that is the result of actions or effects of such windstorm;
- 5) Lightning that is the result of actions or effects of such windstorm;
- 6) Rain or water (not constituting a Flood), whether the rain or water is driven by wind or not, that enters a building or structure insured under this Policy through an opening(s) created by the direct action of such windstorm.

Each loss by Named Windstorm shall constitute a single claim hereunder; provided, if more than one Named Windstorm shall occur within any period of seventy-two (72) hours during the term of this Policy, such Named Windstorm shall be deemed to be a single Named Windstorm within the meaning thereof. The Insured may elect the moment from which each of the aforesaid periods of seventy-two (72) hours shall be deemed to have commenced but no two such seventy-two (72) hour periods shall overlap. The Company shall not be liable for any loss occurring before the effective date and time of the Policy. 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 Named Windstorm loss or damage within that seventy-two (72) hours occurs prior to the date and time of expiration of this Policy.

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

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

**17. ATTACHMENT CLAUSE:**

This policy is made and accepted subject to the foregoing provisions and stipulations which are hereby made part of this policy, together with such other provisions, stipulations, and agreements as are endorsed hereon or added hereto, as provided in this policy.

**18. LOSS ADJUSTMENT SERVICES**

The Insurance Company agrees to appoint Vericclaim to act on their behalf as the nominated authorized loss adjusters in respect of losses.

All claims advised to AmWINS Brokerage of Florida, LLC shall be simultaneously notified/reported to Jerry Tilly, Vericclaim, 5601 Mariner Street, Ste 425, Tampa, FL 33609, Telephone +1 813-287-0575, website: [www.vericclaiminc.com](http://www.vericclaiminc.com)

In the event that Vericclaim are notified of a loss directly they will advise this company and AmWINS Brokerage of Florida, LLC immediately.

THE INSURANCE COMPANY(IES) SIGNATORY HERETO  
(HEREINBEFORE CALLED THE COMPANY)

Each for itself severally but not jointly do(es) insure for the amount underwritten for each and every loss covered hereunder as set forth under their respective names.

**IN WITNESS WHEREOF**, The following company(ies) execute and attest these presents, and subscribe for the amount of participation of the insurance provided hereunder, as shown:

AMOUNT	POLICY NUMBER	COMPANY	ANNUAL PREMIUM
\$3,307,316 (5.088%) Part of \$65,000,000 Excess of \$25,000,000	AQS-170523	Certain Underwriters at Lloyd's	\$61,314
\$405,184 (.623%) Part of \$65,000,000 Excess of \$25,000,000	HAQS-170523	International Insurance Company of Hannover SE	\$7,512
\$787,500 (1.212%) Part of \$65,000,000 Excess of \$25,000,000	TR00093911700523	General Security Indemnity Company of Arizona	\$14,600

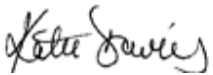
BY \_\_\_\_\_  
(AUTHORIZED REPRESENTATIVE)

## Schedule of Insurers and Participations

Limit	xs	Attachment	Carrier	Policy Number	Signing	Participation
25,000,000	xs	Ded	Allied World Assurance Company	0306-6986-1A	\$ 5,000,000	20.000%
			National Fire & Marine Insurance Co	42-PRP-301359-03	\$ 2,500,000	10.000%
			Axis Surplus Insurance Company	EAF793961-17	\$ 2,500,000	10.000%
			Westchester Surplus Lines Insurance Co	D37362530 009	\$ 5,000,000	20.000%
			TOTAL		15,000,000	60.00%
50,000,000	xs	Ded	Certain Underwriters at Lloyds, London (THB)	B1230AP00745A17	\$ 6,703,300	13.4066%
			Lex-London, a division of AIG Europe Ltd (THB)	B1230AP00745A17	\$ 1,648,350	3.2967%
			Ironshore Insurance Ltd (Inclusive of FET) (THB)	B1230AP00745D17	\$ 1,648,350	3.2967%
			TOTAL		10,000,000	20.00%
90,000,000	xs	Ded	United Specialty Insurance Company (VRU)	VTZ-CN-0000069-02	\$ 3,000,000	3.333%
			Lloyds of London ASTA 2357 (VRU)	VRX-CN-0000069-02	\$ 3,000,000	3.333%
			Interstate Fire & Casualty Company (VRU)	VLL-CN-0000069-02	\$ 3,000,000	3.333%
			Interstate Fire & Casualty Co (SRU)	AMW-151389	\$ 9,000,000	10.000%
			TOTAL		18,000,000	20.00%
65,000,000	xs	25,000,000	Evanston Insurance Company	MKLV11XP005885	\$ 5,000,000	7.692%
			Colony Insurance Company	XP264272	\$ 4,500,000	6.923%
			Liberty Surplus Insurance Corp	1000093984-04	\$ 5,000,000	7.692%
			Arch Specialty Insurance Company	ESP7300024-04	\$ 5,000,000	7.692%
			Landmark American Insurance Company	LHT900783	\$ 6,500,000	10.000%
			Certain Underwriters at Lloyds, London (SRU)	AQS-170523	\$ 3,307,316	5.088%
			International Insurance Company of Hannover SE (SRU)	HAQS-170523	\$ 405,184	0.623%
			General Security Indemnity Co of Arizona (SRU)	TR00093911700523	\$ 787,500	1.212%
			Certain Underwriters at Lloyds, London (THB)	B1230AP00745C17	\$ 2,312,500	3.558%
			Houston Casualty Company (THB)	B1230AP00745C17	\$ 2,312,500	3.558%
			Hallmark Specialty Insurance Company (Hl mk)	73PRX17EF88	\$ 1,937,500	2.981%
			Lloyds of London NOVAE 2007 (Hl mk)	93PRX17EF89	\$ 1,937,500	2.981%
			TOTAL		39,000,000	60.00%
40,000,000	xs	50,000,000	Certain Underwriters at Lloyds, London (THB)	B1230AP00745B17	\$ 2,000,000	5.000%
			Endurance Worldwide Insurance Ltd (THB)	B1230AP00745B17	\$ 3,000,000	7.500%
			Ironshore Insurance Ltd (Inclusive of FET) (THB)	B1230AP00745E17	\$ 3,000,000	7.500%
			TOTAL		8,000,000	20.00%
160,000,000	xs	90,000,000	Landmark American Insurance Company	LHD900782	\$ 160,000,000	100.000%
			TOTAL		160,000,000	100.00%

# Policy Changes

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

POLICY NUMBER(S): TR00093911700523	POLICY CHANGES EFFECTIVE: 06/01/2017	COMPANY(S): General Security Indemnity Company of Arizona
	POLICY CHANGE NO. 1	
NAMED INSURED: Manatee County Board of County Commissioners		AUTHORIZED REPRESENTATIVE: 

It is hereby agreed and understood that the following change(s) are made to this policy:

**With Respect to the Coverage provided by:**

General Security Indemnity Company of Arizona

THE FOLLOWING APPLICABLE CLAUSE SHALL APPLY TO THE INDICATED COMPANY, PROVIDED THAT THE COMPANY IS PARTICIPATING ON THE POLICY:

**Service of Suit Clause**

In the event of the failure of the Company to pay any amount claimed to be due hereunder, the Company, at the request of the Insured, shall submit to the jurisdiction of a court of competent jurisdiction within the United States. Nothing in this Clause constitutes or should be understood to constitute a waiver of 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. The Company, once the appropriate court is selected, whether such court is the one originally chosen by the Insured and accepted by the Company or is determined by removal, transfer, or otherwise, as provided for above, shall comply with all requirements necessary to give said court jurisdiction and, in any suit instituted against the Company, shall abide by the final decision of such court or of any appellate court in the event of an appeal.

Service of process in such suit may be made upon:

General Security Indemnity Company of Arizona

One Seaport Plaza

199 Water Street

New York, NY 10038-3526

Attn: Maxine Verne, General Legal Counsel

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

## CAT Minimum Earned Premium

The following additional provisions shall apply with respect to the cancellation clause of this policy:

- A.** If this policy covers any location or locations in “Tier 1 wind zone(s)” as defined in this policy, and the policy is cancelled at the request of the Insured, the following provision will apply.

If coverage existed at any time during the period from June 1st to November 30th, the amount of premium we will return will be a percentage of the total premium, determined as follows:

### 1 Year Policy

Days in Force	Percentage
1 to 180	20%
181 to 210	15%
211 to 240	10%
241 to 270	7.5%
271 to 300	5.0%
301 to 330	2.5%
331 to 365	0.0%

If a coverage or location is added or deleted to the policy, each type of coverage or such location(s) shall be underwritten separately and the rate will be determined based upon the characteristics of the risk.

If a location within a “Tier 1 wind zone” is added or deleted, and coverage for that location existed at any time during the period from June 1<sup>st</sup> to November 30<sup>th</sup>, the premium to be returned for that location will be determined using the table above.

If a location is not within a “Tier 1 wind zone” and is added or deleted, normal pro rata or short rate factors shall apply as appropriate.

- B.** Tier 1 wind zone is defined as follows:

All reference herein to “Tier I”, “Tier I Windstorm” or similar “Tier I” references, shall be defined as all locations situated within *Tier I States or Counties* as specified below:

Alabama:	Baldwin, Mobile;
Florida:	Entire State of Florida;
Georgia:	Bryan, Camden, Chatham, Glynn, Liberty, McIntosh;
Hawaii:	Entire State of Hawaii;
Louisiana:	Cameron, Iberia, Jefferson, Lafourche, Orleans, Plaquemines, St. Mary, St. Bernard, St. Martin, St. Tammany, Terrebonne, Vermilion;
Mississippi:	Hancock, Harrison, Jackson;
North Carolina:	Beaufort, Brunswick, Camden, Carteret, Chowan, Craven, Currituck, Dare, Hyde, Jones, New Hanover, Onslow, Pamlico, Pasquotank, Pender, Perquimans; Tyrrell, Washington;
South Carolina:	Beaufort, Berkley, Charleston, Colleton, Georgetown, Horry, Jasper;
Texas:	Aransas, Brazoria, Calhoun, Cameron, Chambers, Galveston, Harris, Jackson, Jefferson, Kenedy, Kleberg, Matagorda, Nueces, Orange, Refugio, San Patricio, Willacy;
Virginia:	Accomack, Northampton, Virginia Beach City, Chesapeake, Gloucester, Hampton City, Isle of Wright, James City, Lancaster, Mathews, Middlesex, Newport News, Norfolk City, Northumberland, Poquoson City, Portsmouth City, Suffolk City, York;
All other states:	As provided by endorsement hereto (if any).

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



## **Electronic Date Recognition Exclusion (EDRE)**

Any other similar Exclusion within this Policy (or within any other Endorsement which forms part of this Policy) is deleted and replaced by the following:

This Policy does not cover any loss, damage, cost, claim or expense, whether preventative, remedial or otherwise, directly or indirectly arising out of or relating to:

- a.** the calculation, comparison, differentiation, sequencing or processing of data involving the date change to the year 2000, or any other date change, including leap year calculations, by any computer system, hardware, programme or software and/or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the Insured or not; or
- b.** any change, alteration, or modification involving the date change to the year 2000, or any other date change, including leap year calculations, to any such computer system, hardware, programme or software and/or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the Insured or not.

This clause applies regardless of any other cause or event that contributes concurrently or in any sequence to the loss, damage, cost, claim or expense.

## **Biological Or Chemical Materials Exclusion**

Any other similar Exclusion within this Policy (or within any other Endorsement which forms part of this Policy) is deleted and replaced by the following:

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

## **Radioactive Contamination Exclusion Clause – Physical Damage – Direct (U.S.A)**

Any other similar Exclusion within this Policy (or within any other Endorsement which forms part of this Policy) is deleted and replaced by the following:

This policy does not cover any loss or damage arising directly or indirectly from nuclear reaction, nuclear radiation or radioactive contamination however such nuclear reaction, nuclear radiation or radioactive contamination may have been caused. \*NEVERTHELESS if Fire is an insured peril and a Fire arises directly or indirectly from nuclear reaction, nuclear radiation or radioactive contamination any loss or damage arising directly from that Fire shall (subject to the provisions of this policy) be covered EXCLUDING however all loss or damage caused by nuclear reaction, nuclear radiation or radioactive contamination arising directly or indirectly from that Fire.

\*NOTE - If Fire is not an insured peril under this policy the words from "NEVERTHELESS" to the end of the clause do not apply and should be disregarded.

## **Land, Water And Air Exclusion**

Notwithstanding any provision to the contrary within the Policy of which this Endorsement forms part (or within any other Endorsement which forms part of this Policy), this Policy does not insure land (including but not limited to land on which the insured property is located), water or air, howsoever and wherever occurring, or any interest or right therein.

# Debris Removal Endorsement

THIS ENDORSEMENT CONTAINS PROVISIONS WHICH MAY LIMIT OR PREVENT RECOVERY UNDER THIS POLICY FOR LOSS WHERE COSTS OR EXPENSES FOR DEBRIS REMOVAL ARE INCURRED.

Nothing contained in this Endorsement shall override any Seepage and/or Pollution and/or Contamination Exclusion or any Radioactive Contamination Exclusion or any other Exclusion applicable to this Policy.

Any provision within this Policy (or within any other Endorsement which forms part of this Policy) which insures debris removal is deleted and replaced by the following:

1. In the event of direct physical damage to or destruction of property, for which Underwriters hereon agree to pay, or which but for the application of a deductible or underlying amount they would agree to pay (hereinafter referred to as "Damage or Destruction"), this Policy also insures, within the Total Insurable Values, subject to the limitations and method of calculation below, and to all the other terms and conditions of the Policy, costs or expenses;
  - a. which are reasonably and necessarily incurred by the Assured in the removal, from the premises of the Assured at which the Damage or Destruction occurred, of debris which results from the Damage or Destruction; and
  - b. of which the Assured becomes aware and advises the amount thereof to Underwriters hereon within one year of the commencement of such Damage or Destruction.
2. In calculating the amount, if any, payable under this Policy for loss where costs or expenses for removal of debris are incurred by the Assured (subject to the limitations in paragraph 1. above):
  - a. the maximum amount of such costs or expenses that can be included in the method of calculation set out in **b.** below shall be the greater of US\$25,000 (twenty-five thousand dollars) or 10% (ten percent) of the amount of the Damage or Destruction from which such costs or expenses result; and
  - b. the amount of such costs or expenses as limited in **a.** above shall be added to:
    - (1) the amount of the Damage or Destruction; and
    - (2) all other amounts of loss, which arise as a result of the same occurrence, and for which Underwriters hereon also agree to pay, or which but for the application of a deductible or underlying amount they would agree to pay; and

the resulting sum shall be the amount to which any deductible or underlying amount to which this Policy is subject and the limit (or applicable sub-limit) of this Policy, shall be applied.

# Asbestos Endorsement

Any other similar Provision within this Policy (or within any other Endorsement which forms part of this Policy) is deleted and replaced by the following:

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

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

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

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

**B.** Except as set forth in the foregoing Section **A**, this Policy does not insure asbestos or any sum relating thereto.

# Electronic Data Endorsement B

## 1. Electronic Data Exclusion

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

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

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

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

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

Listed Perils:

- (1) Fire
- (2) Explosion

## 2. Electronic Data Processing Media Valuation

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

Should electronic data processing media insured by this Policy suffer physical loss or damage insured by this Policy, then the basis of valuation shall be the cost of the blank media plus the costs of copying the ELECTRONIC DATA from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling such ELECTRONIC DATA. If the media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank media. However this Policy does not insure any amount pertaining to the value of such ELECTRONIC DATA to the Insured or any other party, even if such ELECTRONIC DATA cannot be recreated, gathered or assembled.

# WAR AND TERRORISM EXCLUSION ENDORSEMENT

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

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

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

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to 1 and/or 2 above.

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

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

**08/10/01**  
**NMA2918**



# **Boiler And Machinery Exclusion**

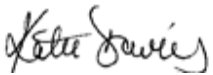
Any other similar Exclusion within this Policy (or within any other Endorsement which forms part of this Policy) is deleted and replaced by the following:

This Policy excludes loss or damage due to:

1. Explosion in or of any of the following property: steam boilers, including equipment attached to and forming a part thereof; steam turbines; steam engines; steam pipes connecting any of the foregoing; or gas turbines; except that this exclusion shall not apply to explosion of accumulated gases or unconsumed fuel within the firebox or the combustion chamber of any fired vessel, other than gas turbines, or within the flues or passages which conduct the gases of combustion therefrom.
2. Rupture, bursting, cracking, burning or bulging of any of the following property: steam boilers, including equipment attached to and forming a part thereof; steam turbines; steam engines; steam pipes connecting any of the foregoing; hot water boilers or other equipment for heating water; pressure vessels, including equipment attached to and forming a part thereof; or gas turbines.
3. Mechanical or machinery breakdown, including rupture or bursting caused by centrifugal force.
4. Electrical injury or disturbance to electrical appliances, devices, fixtures, wiring, or other electrical or electronic equipment caused by electrical currents artificially generated.

# Policy Changes

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

POLICY NUMBER(S): AQS-170523 HAQS-170523 TR00093911700523	POLICY CHANGES EFFECTIVE: 06/01/2017	COMPANY(S): Certain Underwriters at Lloyd's International Insurance Company of Hannover SE General Security Indemnity Company of Arizona
	POLICY CHANGE NO. 2	
NAMED INSURED: Manatee County Board of County Commissioners		AUTHORIZED REPRESENTATIVE: 

It is hereby agreed and understood that the following change(s) are made to this policy:

- 1 Clause V, Full Waiver is deleted from primary policy form and does not apply to this policy.

# **U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC) ADVISORY NOTICE TO POLICYHOLDERS**

**PLEASE READ THIS NOTICE CAREFULLY.**

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.

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. This list can be located on the United States Treasury's web site: <http://www.treasury.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, 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 or premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

### **APPLICABLE LAW (U.S.A.)**

This Insurance shall be subject to the applicable state law to be determined by the court of competent jurisdiction as determined by the provisions of the Service of Suit Clause (U.S.A.)

14/09/2005

LMA5021

Form approved by Lloyd's Market Association

## **SANCTION LIMITATION AND EXCLUSION CLAUSE**

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

15/09/10

LMA3100

# PROPERTY LOSS NOTICE

DATE (MM/DD/YYYY)

AGENCY	INSURED LOCATION CODE	DATE OF LOSS AND TIME	AM
	PM		
	PROPERTY / HOME POLICY		
	CARRIER	NAIC CODE	
CONTACT NAME:	POLICY NUMBER		
PHONE (A/C, No. Ext):			
FAX (A/C, No.):	FLOOD POLICY		
E-MAIL ADDRESS:	CARRIER	NAIC CODE	
CODE:	SUBCODE:	POLICY NUMBER	
AGENCY CUSTOMER ID:		WIND POLICY	
		CARRIER	NAIC CODE
		POLICY NUMBER	

## INSURED

NAME OF INSURED (First, Middle, Last)			INSURED'S MAILING ADDRESS		
DATE OF BIRTH	FEIN (if applicable)	MARITAL STATUS / CIVIL UNION (if applicable)			
PRIMARY PHONE # <input type="checkbox"/> HOME <input type="checkbox"/> BUS <input type="checkbox"/> CELL	SECONDARY PHONE # <input type="checkbox"/> HOME <input type="checkbox"/> BUS <input type="checkbox"/> CELL	PRIMARY E-MAIL ADDRESS:			
		SECONDARY E-MAIL ADDRESS:			
NAME OF SPOUSE (First, Middle, Last) (if applicable)			SPOUSE'S MAILING ADDRESS (if applicable)		
DATE OF BIRTH	FEIN (if applicable)	MARITAL STATUS / CIVIL UNION (if applicable)			
PRIMARY PHONE # <input type="checkbox"/> HOME <input type="checkbox"/> BUS <input type="checkbox"/> CELL	SECONDARY PHONE # <input type="checkbox"/> HOME <input type="checkbox"/> BUS <input type="checkbox"/> CELL	PRIMARY E-MAIL ADDRESS:			
		SECONDARY E-MAIL ADDRESS:			

## CONTACT

CONTACT INSURED					
NAME OF CONTACT (First, Middle, Last)			CONTACT'S MAILING ADDRESS		
PRIMARY PHONE # <input type="checkbox"/> HOME <input type="checkbox"/> BUS <input type="checkbox"/> CELL	SECONDARY PHONE # <input type="checkbox"/> HOME <input type="checkbox"/> BUS <input type="checkbox"/> CELL				
WHEN TO CONTACT			PRIMARY E-MAIL ADDRESS:		
			SECONDARY E-MAIL ADDRESS:		

## LOSS

LOCATION OF LOSS				POLICE OR FIRE DEPARTMENT CONTACTED	
STREET:					
CITY, STATE, ZIP:				REPORT NUMBER	
COUNTRY:					
DESCRIBE LOCATION OF LOSS IF NOT AT SPECIFIC STREET ADDRESS:					
KIND OF LOSS	<input type="checkbox"/> FIRE	<input type="checkbox"/> LIGHTNING	<input type="checkbox"/> FLOOD	<input type="checkbox"/>	PROBABLE AMOUNT ENTIRE LOSS
	<input type="checkbox"/> THEFT	<input type="checkbox"/> HAIL	<input type="checkbox"/> WIND		
DESCRIPTION OF LOSS & DAMAGE (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)					
REPORTED BY			REPORTED TO		

**REMARKS**

**APPLICABLE IN ALABAMA**

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution fines or confinement in prison, or any combination thereof.

**APPLICABLE IN ALASKA**

A person who knowingly and with intent to injure, defraud, or deceive an insurance company files a claim containing false, incomplete, or misleading information may be prosecuted under state law.

**APPLICABLE IN ARIZONA**

For your protection, Arizona law requires the following statement to appear on this form. Any person who knowingly presents a false or fraudulent claim for payment of a loss is subject to criminal and civil penalties.

**APPLICABLE IN ARKANSAS, DELAWARE, KENTUCKY, LOUISIANA, MAINE, MICHIGAN, NEW JERSEY,  
NEW MEXICO, NEW YORK, NORTH DAKOTA, PENNSYLVANIA, RHODE ISLAND, SOUTH DAKOTA,  
TENNESSEE, TEXAS, VIRGINIA, AND WEST VIRGINIA**

Any person who knowingly and with intent to defraud any insurance company or another person, files a statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact, material thereto, commits a fraudulent insurance act, which is a crime, subject to criminal prosecution and [NY: substantial] civil penalties. In LA, ME, TN, and VA, insurance benefits may also be denied.

**APPLICABLE IN CALIFORNIA**

For your protection, California law requires the following to appear on this form: Any person who knowingly presents a false or fraudulent claim for payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

**APPLICABLE IN COLORADO**

It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policy holder or claimant for the purpose of defrauding or attempting to defraud the policy holder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

**APPLICABLE IN THE DISTRICT OF COLUMBIA**

Warning: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits, if false information materially related to a claim was provided by the applicant.

**APPLICABLE IN FLORIDA**

Pursuant to S. 817.234, Florida Statutes, any person who, with the intent to injure, defraud, or deceive any insurer or insured, prepares, presents, or causes to be presented a proof of loss or estimate of cost or repair of damaged property in support of a claim under an insurance policy knowing that the proof of loss or estimate of claim or repairs contains any false, incomplete, or misleading information concerning any fact or thing material to the claim commits a felony of the third degree, punishable as provided in S. 775.082, S. 775.083, or S. 775.084, Florida Statutes.

**APPLICABLE IN HAWAII**

For your protection, Hawaii law requires you to be informed that presenting a fraudulent claim for payment of a loss or benefit is a crime punishable by fines or imprisonment, or both.

**APPLICABLE IN IDAHO**

Any person who knowingly and with the intent to injure, defraud, or deceive any insurance company files a statement of claim containing any false, incomplete or misleading information is guilty of a felony.

**APPLICABLE IN INDIANA**

A person who knowingly and with intent to defraud an insurer files a statement of claim containing any false, incomplete, or misleading information commits a felony.

**APPLICABLE IN KANSAS**

Any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act.

**APPLICABLE IN MARYLAND**

Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

**APPLICABLE IN MINNESOTA**

A person who files a claim with intent to defraud or helps commit a fraud against an insurer is guilty of a crime.

**APPLICABLE IN NEVADA**

Pursuant to NRS 686A.291, any person who knowingly and willfully files a statement of claim that contains any false, incomplete or misleading information concerning a material fact is guilty of a felony.

**APPLICABLE IN NEW HAMPSHIRE**

Any person who, with purpose to injure, defraud or deceive any insurance company, files a statement of claim containing any false, incomplete or misleading information is subject to prosecution and punishment for insurance fraud, as provided in RSA 638:20.

**APPLICABLE IN OHIO**

Any person who, with intent to defraud or knowing that he/she is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

**APPLICABLE IN OKLAHOMA**

**WARNING:** Any person who knowingly and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

**APPLICABLE IN WASHINGTON**

It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.





AmWINS Brokerage of Florida, Inc.  
1227 South Patrick Drive  
Suite 101  
Satellite Beach, FL 32937

[amwins.com](http://amwins.com)

## NON-ADMITTED PREMIUM SUMMARY

**Named Insured:** Manatee County Board of County Commissioners  
**Policy Period:** 6/1/2017 - 6/1/2018  
**Agency:** World Risk Management

Premium:	\$83,426.00
Fees:	\$512.00
Total:	\$83,938.00

**IMPORTANT NOTICE:** THE NONADMITTED & REINSURANCE REFORM ACT (NRRA) WENT INTO EFFECT ON JULY 21, 2011. ACCORDINGLY, SURPLUS LINES TAX RATES AND REGULATIONS ARE SUBJECT TO CHANGE WHICH COULD RESULT IN AN INCREASE OR DECREASE OF THE TOTAL SURPLUS TAXES AND FEES OWED ON THIS PLACEMENT. IF A CHANGE IS REQUIRED, WE WILL PROMPTLY NOTIFY YOU. ANY ADDITIONAL TAXES OWED MUST BE PROMPTLY REMITTED TO AMWINS.

## SURPLUS LINES DISCLOSURE

### Florida

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

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 Licensee:

Name: James Compton  
Address: 302 Knights Run Ave, #1240  
Tampa, FL 33602  
License No.: A052540

Producing Agent:

Name: World Risk Management  
Address: 20 N Orange Ave, #500  
Orlando, FL 32901

Signature: \_\_\_\_\_

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

## PREMIUM DETAILS

Carrier	Policy Number	Line of Business
Lloyd's of London	AQS-170523	Property

Policy Premium:	\$61,314.00
Fees:	\$504.00
Total Premium:	\$61,818.00

### FEES:

Fee	Amount
Florida	
Emergency Management	\$4.00
Preparedness Assistance	
Market Policy Fee	\$500.00
Total	\$504.00
Total Fees	\$504.00

Carrier	Policy Number	Line of Business
International Insurance Company of Hannover SE	HAQS-170523	Property

Policy Premium:	\$7,512.00
Fees:	\$4.00
Total Premium:	\$7,516.00

### FEES:

Fee	Amount
Florida	
Emergency Management	\$4.00
Preparedness Assistance	
Total	\$4.00
Total Fees	\$4.00

Carrier	Policy Number	Line of Business
General Security Indemnity Company of Arizona	TR00093911700523	Property

Policy Premium:	\$14,600.00
Fees:	\$4.00
Total Premium:	\$14,604.00

### FEES:

Fee	Amount
Florida	
Emergency Management	\$4.00
Preparedness Assistance	
Total	\$4.00
Total Fees	\$4.00

**U.S. Terrorism Risk Insurance Act of 2002 as amended  
Not Purchased Clause**

*This Clause is issued in accordance with the terms and conditions of the "U.S. Terrorism Risk Insurance Act of 2002" as amended as summarized in the disclosure notice.*

It is hereby noted that the Underwriters have made available coverage for "insured losses" directly resulting from an "act of terrorism" as defined in the "U.S. Terrorism Risk Insurance Act of 2002", as amended ("TRIA") and the Insured has declined or not confirmed to purchase this coverage.

This Insurance therefore affords no coverage for losses directly resulting from any "act of terrorism" as defined in TRIA except to the extent, if any, otherwise provided by this policy.

All other terms, conditions, insured coverage and exclusions of this Insurance including applicable limits and deductibles remain unchanged and apply in full force and effect to the coverage provided by this Insurance.

LMA5219  
12 January 2015

**Surplus Lines Agent's Name:** Jim Compton

**Address:** 302 Knights Run Ave., Suite 1240, Tampa FL 33602

**Identification #:** A052540

**Name/Address of Producing Agent:**

Jeff McNatt

1127 S Patrick Dr., Suite 101

Satellite Beach, FL 32937

**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**

## **FLORIDA SURPLUS LINES NOTICE (GUARANTY ACT)**

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

LMA9037  
01 September 2013

## **FLORIDA SURPLUS LINES NOTICE (RATES AND FORMS)**

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

LMA9038  
01 September 2013