

COMMON POLICY DECLARATIONS



COMPANY NAME: Landmark American Insurance Company

BRANCH ADDRESS: 945 East Paces Ferry Road, Suite 1800, Atlanta, GA 30326-1160

POLICY NO.: LHT900782 RENEWAL OF: LHT396656

NAMED INSURED AND MAILING ADDRESS:

Manatee County Board of County Commissioners
(Name Incomplete - refer to Manuscript Form)
1112 Manatee Avenue West, Suite 969
Bradenton, FL 34206

PRODUCER:

POLICY PERIOD: From 6/1/2017 To 6/1/2018 12:01 A.M. Standard Time at your Mailing Address above.

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

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

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

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

IMPORTANT NOTICE

IMPORTANT INFORMATION TO FLORIDA POLICYHOLDERS

KEEP THIS NOTICE WITH YOUR INSURANCE PAPERS

QUESTIONS ABOUT YOUR INSURANCE? - If you have any inquiries, need to obtain coverage information or need assistance in resolving complaints, please do not hesitate to contact your insurance company or agent.

FOR COMMERCIAL INSURANCE CONTACT:

RSUI Group, Inc.
945 East Paces Ferry Road
Suite 1800
Atlanta, GA 30326

Call Collect (404) 231-2366

Policy Number: LHT900782
Insurer: Landmark American Insurance Company
Named Insured: Manatee County Board of County Commissioners

NOTICE - REJECTION OF TERRORISM COVERAGE

Coverage has been "rejected" by the Insured for all acts of terrorism including but not limited to "certified acts of terrorism" under the federal Terrorism Risk Insurance Act.

**State Fraud Statements
Fraud Statements – Signature Required for New York Only**

ARKANSAS, LOUISIANA, RHODE ISLAND, TEXAS AND WEST VIRGINIA FRAUD STATEMENT

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

ALASKA FRAUD STATEMENT

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.

ALABAMA FRAUD STATEMENT

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.

ARIZONA FRAUD STATEMENT

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.

CALIFORNIA FRAUD STATEMENT

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

COLORADO FRAUD STATEMENT

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 policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder 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.

DELAWARE FRAUD STATEMENT

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

DISTRICT OF COLUMBIA FRAUD STATEMENT

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.

FLORIDA FRAUD STATEMENT

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

HAWAII FRAUD STATEMENT

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

IDAHO FRAUD STATEMENT

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

INDIANA FRAUD STATEMENT

Any 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.

KANSAS FRAUD STATEMENT

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.

KENTUCKY FRAUD STATEMENT

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance 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.

MAINE FRAUD STATEMENT

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

MARYLAND FRAUD STATEMENT

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.

MINNESOTA FRAUD STATEMENT

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

NEW HAMPSHIRE FRAUD STATEMENT

Any person who, with a 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.

NEW JERSEY FRAUD STATEMENT

Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

NEW MEXICO FRAUD STATEMENT

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

OHIO FRAUD STATEMENT

Any person who, with intent to defraud or knowing that he 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.

OKLAHOMA FRAUD STATEMENT

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.

OREGON FRAUD STATEMENT

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

PENNSYLVANIA FRAUD STATEMENT

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or 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 and subjects such person to criminal and civil penalties.

PUERTO RICO FRAUD STATEMENT

Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation by a fine of not less than five thousand dollars (\$5,000) and not more than ten thousand dollars (\$10,000), or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances be present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.

TENNESSEE, VIRGINIA, AND WASHINGTON FRAUD STATEMENT

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.

SIGNATURE REQUIRED

NEW YORK FRAUD STATEMENT

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or 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, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

Insured/Applicant/Claimant

By (Authorized Representative)

Title

Date

IMPORTANT NOTICE

FLORIDA SURPLUS LINES DISCLOSURE NOTICE

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.

This Endorsement Changes The Policy. Please Read It Carefully.

SCHEDULE OF POLICY ATTACHMENTS AND FORMS

<u>Form Number</u>	<u>Form Title</u>
	Manuscript Policy Form
	Endorsement No. 1 - Primary Amendment Endorsement
	Endorsement No. 2 - Named Storm Definition Amendment
RSG 93041 0110	Florida Changes - Cancellation and Nonrenewal
RSG 94005 0715	Certificates Of Insurance
RSG 94011 0407	Service Of Suit
RSG 94027 0206	Minimum Earned Premium Clause - Percentage
RSG 94030 1003	Exclusion And Limited Additional Coverage - Electronic Data
RSG 94115 0410	Right to Assign a Company Adjuster
RSG 96005 0315	Exclusion Of Terrorism
RSG 96012 1003	Sublimit Definition
RSG 96014 0504	Exclusion of Pathogenic or Poisonous Biological or Chemical Material
RSG 96046 0115	Flood, Windstorm or Hail Exclusion as a Result of A Named Storm
IL 0017 1198	Common Policy Conditions

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 **\$160,000,000 (100%)** part of **\$160,000,000** (excess of **\$90,000,000** as outlined in **Item 6. EXCESS CLAUSE**) and primary deductibles subject to the following aggregate Sublimits of Liability:

- (1) **\$EXCLUDED** 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 **\$EXCLUDED**).
- (2) **\$EXCLUDED** 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 **\$EXCLUDED**).

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 **\$90,000,000**; 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 **\$90,000,000**.

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 the 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 **\$90,000,000**.

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**, excluding Named Windstorm, Earth Movement, 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 **\$121,250** 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 Vericlim 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, Vericlim, 5601 Mariner Street, Ste 425, Tampa, FL 33609, Telephone +1 813-287-0575, website: www.vericliminc.com

In the event that Vericlim 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
\$160,000,000 (100%) Part of \$160,000,000 Excess of \$90,000,000	LHD900782	Landmark American Insurance Company	\$121,250

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%

This Endorsement Changes The Policy. Please Read It Carefully.

It is understood and agreed that that item V. on page 39 of 63, Full Waiver Clause is hereby deleted from the manuscript form attached to the primary policy.

This Endorsement Changes The Policy. Please Read It Carefully.

It is hereby agreed that the Named Storm definition as shown on form *RSG 96046 0115* is amended to read as follows:

As defined by the manuscript form

This Endorsement Changes The Policy. Please Read It Carefully.

FLORIDA CHANGES – CANCELLATION AND NONRENEWAL

The following conditions are added and supersede any provisions to the contrary:

A. CANCELLATION

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. Cancellation For Policies In Effect 90 Days Or Less
If this policy has been in effect for 90 days or less, we may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation, accompanied by the specific reasons for cancellation, at least:
 - (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - (2) 20 days before the effective date of cancellation if we cancel for any other reason, except we may cancel immediately if there has been:
 - (a) A material misstatement or misrepresentation; or
 - (b) A failure to comply with underwriting requirements established by the insurer.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.
7. Cancellation For Policies In Effect For More Than 90 Days
If this policy has been in effect for more than 90 days, we will mail or deliver to the first Named Insured written notice of cancellation, accompanied by the specific reasons for cancellation, at least:
 - (1) 10 days before the effective date of cancellation if cancellation is for nonpayment of premium; or
 - (2) 45 days before the effective date of cancellation for any other reason.

B. NONRENEWAL

1. If we decide not to renew this policy we will mail or deliver to the first Named Insured written notice of nonrenewal, accompanied by the specific reason for nonrenewal, at least 45 days prior to the expiration of the policy.
2. Any notice of nonrenewal will be mailed or delivered to the first Named Insured's last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

This Endorsement Changes The Policy. Please Read It Carefully.

CERTIFICATES OF INSURANCE

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS

Holders of Certificates of Insurance issued against this policy that are shown as Mortgagees or Loss Payees are added to this policy as their interest may appear as respects the property listed on the certificate.

This Endorsement Changes The Policy. Please Read It Carefully.

SERVICE OF SUIT

It is agreed that in the event of the failure of this Company to pay any amount claimed to be due hereunder, this Company, at the request of the Insured, will submit to the jurisdiction of any 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 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, moreover, this endorsement is not an agreement that the law of a particular jurisdiction applies to any dispute under the policy. It is further agreed that service of process in such suit may be made upon the highest one in authority bearing the title "Commissioner", "Director" or "Superintendent" of Insurance of the state or commonwealth wherein the property covered by this policy is located, and that in any suit instituted against it upon this contract this Company will abide by the final decision of such Court or any Appellate Court in the event of an appeal. The one in authority bearing the title "Commissioner", "Director" or "Superintendent" of Insurance of the state or commonwealth wherein the property covered by this policy is located is hereby authorized and directed to accept service of process on behalf of this Company in any such suit and/or upon the Insured's request to give a written undertaking to the Insured that they will enter a general appearance upon this Company's behalf in the event such a suit shall be instituted.

This Endorsement Changes The Policy. Please Read It Carefully.

MINIMUM EARNED PREMIUM CLAUSE - PERCENTAGE

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS

In the event of cancellation of this policy or reduction of coverage by the Insured, a minimum premium of 25% of the original policy premium shall become earned; any conditions of the policy to the contrary notwithstanding.

Failure of the Insured to make timely payment of premium shall be considered a request by the Insured for the Company to cancel. In the event of such cancellation by the Company for non-payment of premium, the minimum premium shall be due and payable; provided, however, such non-payment cancellation shall be rescinded if the Insured remits the full premium due within 10 days of receiving it.

In the event of any other cancellation by the Company, the earned premium shall be computed pro rata, not subject to the minimum premium.

This Endorsement Changes The Policy. Please Read It Carefully.

EXCLUSION AND LIMITED ADDITIONAL COVERAGE ELECTRONIC DATA

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS

It is agreed that, except as provided in Additional Coverages, below, this policy does not cover Electronic Data.

Electronic data means information, facts or computer programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment. The term computer programs, referred to in the foregoing description of electronic data, 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 receive, process, store, retrieve or send data. This Paragraph does not apply to your "stock" of prepackaged software.

Additional Coverages

Subject to the provisions of this Additional Coverage, we will pay for the cost to replace or restore electronic data which has been destroyed or corrupted. To the extent that electronic data is not replaced or restored, the loss will be valued at the cost of replacement of the media on which the electronic data was stored, with blank media of substantially identical type.

This additional coverage applies only if caused by any of the following causes of loss and only in the event that the applicable cause of loss is not otherwise excluded by this policy:

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; earthquake; flood.

- a. Sinkhole collapse means the sudden sinking or collapse of land into underground empty spaces created by the action of water on limestone or dolomite. This cause of loss does not include:
 - (1) The cost of filling sinkholes; or
 - (2) Sinking or collapse of land into man-made underground cavities.
- b. Falling objects does not include loss or damage to property inside a building or structure, unless the roof or an outside wall of the building or structure is first damaged by a falling object.
- c. Water damage means accidental discharge or leakage of water or steam as the direct result of the breaking apart or cracking of a plumbing, heating, air conditioning or other system or appliance (other than a sump system including its related equipment and parts), that is located on the described premises and contains water or steam.

This additional coverage also applies to loss caused by a virus, harmful code or similar instruction introduced into or enacted on a computer system (including electronic data) or a network to which it is connected, designed to damage or destroy any part of the system or disrupt its normal operation. But there is no coverage for loss or damage caused by or resulting from manipulation of a computer system (including electronic data) by any employee, including a temporary or leased employee, or by an entity retained by you or for you to inspect, design, install, modify, maintain, repair or replace that system.

The most we will pay under this Additional Coverage – Electronic Data is \$2,500 for all loss or damage sustained in any one policy year, regardless of the number of occurrences of loss or damage or the number of premises, locations or computer systems involved. If loss payment on the first occurrence does not exhaust this amount, then the balance is available for subsequent loss or damage sustained in but not after that policy year. With respect to an occurrence which begins in one policy year and continues or results in additional loss or damage in a subsequent policy year(s), all loss or damage is deemed to be sustained in the policy year in which the occurrence began.

This Endorsement Changes The Policy. Please Read It Carefully.

RIGHT TO ASSIGN A COMPANY ADJUSTER

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS

It is hereby understood and agreed that we reserve the right to substitute and or engage our own Adjusters, Investigators and Experts at our sole discretion and expense.

This Endorsement Changes The Policy. Please Read It Carefully.

EXCLUSION OF TERRORISM

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS

A. Definitions

1. "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in that Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:
 - a. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
 - b. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
2. "Other act of terrorism" means activities against persons, organizations or property of any nature:
 - A. That involves the following or preparation for the following:
 1. Use or threat of force or violence; or
 2. Commission or threat of a dangerous act; or
 3. Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and
 - B. When one or both of the following applies:
 1. The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
 2. It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.
 - C. The act is not certified as a terrorist act pursuant to the federal Terrorism Risk Insurance Act.

B. The following exclusion is added:

Exclusion of Certified Acts of Terrorism and the following Other Acts of Terrorism

We will not pay for loss or damage caused directly or indirectly by a "certified act of terrorism" or an "other 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 with respect to an "other act of terrorism" which may be subject to any underlying policy exclusion, this exclusion applies only when one or more of the following are attributed to such act:

1. That involves the use, release or escape of nuclear materials, or that directly or indirectly results in nuclear reaction or radiation or radioactive contamination; or
2. That is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials, or
3. In which pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the terrorism was to release such materials.

This Endorsement Changes The Policy. Please Read It Carefully.

SUBLIMIT DEFINITION

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS

Limits referred to as "sublimits" are part of, not in addition to, the Limit of Insurance applicable to the Covered Property as shown in the Declarations.

This Endorsement Changes The Policy. Please Read It Carefully.

EXCLUSION OF PATHOGENIC OR POISONOUS BIOLOGICAL OR CHEMICAL MATERIALS

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS

The following exclusion is added:

We will not pay for loss or damage caused directly or indirectly by the discharge, dispersal, seepage, migration, release, escape or application of any pathogenic or poisonous biological or chemical materials. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

However, if both A. and B. below apply, we will pay up to a maximum of \$10,000 for any and all claims for such loss or damage arising out of events occurring within the term of this policy:

- A. The pathogenic or poisonous biological or chemical materials are normally kept at or brought onto your premises, with your consent, for use in your business operations at your premises; and
- B. The discharge, dispersal, seepage, migration, release, escape or application of the pathogenic or poisonous biological or chemical materials is accidental and is not the result of a willful or malicious act against any persons, organizations, or property of any nature.

This Endorsement Changes The Policy. Please Read It Carefully.

FLOOD, WINDSTORM OR HAIL EXCLUSION AS A RESULT OF A NAMED STORM

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS

SCHEDULE

- ☒ Windstorm or Hail
- ☒ Flood

It is hereby agreed we will not pay for loss or damage caused directly or indirectly by the peril indicated by an "X" in the Schedule above to which this endorsement applies as a result of a **Named Storm**, regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage.

Named Storm means a storm or weather disturbance that has been declared by the National Hurricane Center, National Weather Service, World Meteorological Association, or any other generally recognized scientific or meteorological association that provides formal names for public use and reference to be a hurricane, typhoon, tropical cyclone, post-tropical cyclone, tropical storm, or tropical depression.

Named Storm shall also include storm or weather disturbance(s) occurring during the seventy two (72) hours immediately following the time when such **Named Storm** has been downgraded, meaning that the **Named Storm** is no longer considered by the weather services or authorities described above to be a hurricane, typhoon, tropical cyclone, post-tropical cyclone, tropical storm, or tropical depression.

COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. Inspections And Surveys

1. We have the right to:
 - a. Make inspections and surveys at any time;

- b. Give you reports on the conditions we find; and

- c. Recommend changes.

2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
 - a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.

3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

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

F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

Your policy has been signed on our behalf by our President and by our Secretary. However, your policy will not be binding on us unless it is also countersigned by one of our duly authorized agents.



President

**RSUI Indemnity Company
Landmark American Insurance Company
Covington Specialty Insurance Company**



Secretary

**RSUI Indemnity Company
Landmark American Insurance Company
Covington Specialty Insurance Company**



A member of Alleghany Insurance Holdings LLC



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

T 321.872.7631
F

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

amwins.com

FL License #3399

POLICY PREMIUM SUMMARY

Attached to and forming part of Policy Number: LHD900782

Named Insured: Manatee County Board of County Commissioners
Coverage: Property
Agency: World Risk Management
Policy Number: LHD900782
Carrier: Landmark American Insurance Company
Policy Period: 06/01/2017 - 06/01/2018

Policy Premium:	THIS POLICY CONTAINS A SEPARATE DEDUCTIBLE FOR HURRICANE OR WIND	\$121,250.00
Fees:	LOSSES, WHICH MAY RESULT IN HIGH	\$4.00
Total:	OUT-OF-POCKET EXPENSES TO YOU.	\$121,254.00

IMPORTANT NOTICE: THE NONADMITTED & REINSURANCE REFORM ACT (NRRRA) 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.

FEES:

Fee	Amount
Florida	
EMPA (Tax Exempt Insureds)	\$4.00
Total	\$4.00
Total Fees	\$4.00

Surplus Lines Agent's Name: James Ayers Compton
Surplus Lines Agent's Address: 302 Knight Run Av. St. 1240
Tampa, FL 33602
Surplus Lines Agent's License #: A052540
Producing Agent's Name: World Risk Management
Producing Agent's Address: 20 N Orange Ave, #500
Orlando, FL 32801

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.

Premium: \$121,250 Tax: exempt Service Fee: exempt
EMPA Surcharge: \$4 Broker Fee: \$0
Inspection Fee: \$0 Policy Fee: \$0

Surplus Lines Agent's Countersignature: _____



Commercial Insurance Protection

CLAIM NOTICE

Mail notices to: RSUI Group, Inc.
945 East Paces Ferry Rd.
Suite 1800
Atlanta, GA 30326-1160

Fax notices to: (404) 231-3755
Attn: Claims Department

E-mail notices to: reportclaims@rsui.com