

**WEST LAKE
COMMUNITY DEVELOPMENT DISTRICT**

OCTOBER 8, 2025

AGENDA PACKAGE



2005 PAN AM CIRCLE, SUITE 300
TAMPA, FL 33067

West Lake Community Development District

Board of Supervisors:

Kelly Evans, Chairman
Lori Campagna, Vice Chairman
Ben Gainer, Assistant Secretary
Brad Gilley, Assistant Secretary
Nancy Symonds, Assistant Secretary

Staff:

Deborah Wallace, District Manager
Brian Lamb, District Secretary
Kathryn Hopkinson, District Counsel
Chris O'Kelley, District Engineer

Regular Meeting Agenda Wednesday, October 8, 2025 – 1:00 p.m.

The Regular Meeting of West Lake Community Development District will be held at the **offices of Inframark located at 2005 Pan Am Circle Suite 300 Tampa, FL 33607.**

Microsoft Teams Meeting: [Join the meeting now](#)

Meeting ID: 286 534 389 986 9

Call in (audio only): +1 (646) 838-1601

Passcode: bg6wi2fp

Phone Conference ID: 594 801 954#

1. Call to Order/Roll Call

2. Staff Reports

- A. District Counsel
- B. District Engineer
- C. District Manager

3. Business Administration

A. Approval of Meeting Minutes

- 1. August 25, 2025 Special Meeting Minutes
- 2. September 10, 2025 Regular Board Meeting Minutes
- 3. September 24, 2025 Public Hearing & Special Meeting Minutes

B. Acceptance of Financials

- 1. August 2025

C. Approval of Check Registers

- 1. August 2025

D. Consideration of Operations and Maintenance Invoices

- 1. August 2025

District Office:

Pan Am Circle, Suite 300
Tampa, FL 33607
(813) 873-7300

Meeting Location:

In person: 2005 Pan Am Circle Suite 300 Tampa, FL 33607
Participate remotely: Microsoft Teams [Join the meeting now](#)
OR dial in for audio only (646) 838-1601
Meeting ID: 286 534 389 986 9
Passcode: bg6wi2fp

4. Business Items

A. Consideration of FY2024-2025 FY2024/2025 Performance Measures-Standards & Annual Reporting Form

B. Consideration of HB7013 – FY2026 Special Districts Performance Measures and Standards

5. Adjournment

**MINUTES OF MEETING
WEST LAKE
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of West Lake Community Development District was held on Monday, August 25, 2025, and called to order at 10:05 p.m. at the Offices of Inframark located at 2005 Pan Am Circle, Suite 300, Tampa, Florida 33607.

Present and constituting a quorum were:

Kelly Evans	Chairperson
Lori Campagna	Vice Chairperson
Brad Gilley	Assistant Secretary
Nancy Symonds	Assistant Secretary

Also present were:

Debby Wallace	District Manager
Kathryn Hopkinson	District Counsel <i>(via phone)</i>
Chris O'Kelly	District Engineer
Brian Lamb	VP Developer Services

This is not a certified or verbatim transcript but rather represents the context and summary of the meeting. The full meeting is available in audio format upon request. Contact the District Office for any related costs for an audio copy.

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Ms. Wallace called the meeting to order, and a quorum was established.

SECOND ORDER OF BUSINESS

Public Comments on Agenda Items

There being none , the next order of business followed.

THIRD ORDER OF BUSINESS

Business Items

A. Consideration of Proposed Amended FY 2025-2026 Operating Budget

The purpose of this meeting is to approve the proposed budget amending the method of collection by adding platted lots to the tax roll.

B. Consideration of Resolution 2025-07; Approving the Amended FY 2025-2026 Operating Budget and Setting a Date for the Public Hearing

On MOTION by Ms. Evans seconded by Ms. Campagna, with all in favor Resolution 2025-07; Approving the Amended FY 2025-2026 Operating Budget and setting the Public Hearing for September 24, 2025 at 1:00 pm ET at the Offices of Inframark located at 2005 Pan Am Circle Suite 300 Tampa, FL 33607, as agreed, was adopted. 4-0

- Ms. Wallace confirmed that notices to landowners will be mailed.

FOURTH ORDER OF BUSINESS

Staff Reports

A. District Counsel

B. District Engineer

There being no reports, the next item followed.

C. District Manager

Ms. Wallace confirmed next regular meeting for September 10, 2025 at 1:00.

FIFTH ORDER OF BUSINESS

Adjournment

There being nothing further,

On MOTION by Ms. Campagna seconded by Ms. Evans, with all in favor, meeting adjourned at 10:11 am. 4-0

Deborah Wallace
District Manager

Kelly Evans
Chairperson

**MINUTES OF MEETING
WEST LAKE
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of West Lake Community Development District was held on Wednesday, September 10, 2025, and called to order at 1:01 p.m. at the Offices of Inframark located at 2005 Pan Am Circle, Suite 300, Tampa, Florida 33607.

Present and constituting a quorum were:

Kelly Evans	Chairperson
Lori Campagna	Vice Chairperson
Brad Gilley	Assistant Secretary
Nancy Symonds	Assistant Secretary

Also present were:

Debby Wallace	District Manager
Kathryn Hopkinson	District Counsel
Chris O'Kelly	District Engineer <i>(via phone)</i>
Steve Sanford	Bond Counsel <i>(via phone)</i>
Brian Lamb	VP Developer Services
Ben Gainer	Lennar Homes
Courtney Mai	Lennar Homes

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FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Ms. Wallace called the meeting to order, and a quorum was established.

SECOND ORDER OF BUSINESS

Public Comments on Agenda Items

There being none, the next order of business followed.

THIRD ORDER OF BUSINESS

Business Items

A. Appointment to Vacant Seat

On MOTION by Ms. Evans seconded by Ms. Campagna, with all in favor, Appointment of Ben Gainer to Vacant Seat, was approved. 4-0
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B. Oath of Office

Ms. Wallace, a certified Notary Public for the State of Florida, administered the Oath of Office to Ben Gainer. Mr. Gainer accepted compensation.

C. Ratify West Lake Egis FY25/FY26 Insurance Contract

On MOTION by Ms. Evans seconded by Mr. Gilley, with all in favor, West Lake Egis FY25/FY26 Insurance Contract, was ratified. 4-0

FOURTH ORDER OF BUSINESS

Matters Related to Bond Issuance

A. First Supplemental Engineers Report

On MOTION by Ms. Evans seconded by Ms. Symonds, with all in favor, the First Supplemental Engineers Report, in substantial form, was approved. 4-0

B. Preliminary First Supplemental Assessment Allocation Report

On MOTION by Ms. Campagna seconded by Ms. Evans, with all in favor, the Preliminary First Supplemental Assessment Allocation Report, in substantial form, was approved. 4-0

C. Consideration of Resolution 2025-08, Delegation Resolution

1. First Supplemental Trust Indenture

On MOTION by Ms. Evans seconded by Ms. Symonds, with all in favor, the Resolution 2025-08 Delegation Resolution, was adopted. 4-0

D. Other Matters related to the issuance of the Series 2025 Bonds

There being none, the next order of business followed.

FIFTH ORDER OF BUSINESS

Consent Agenda

A. Approval of Meeting Minutes

1. August 13, 2025 Public Hearing & Regular Meeting Minutes

2. August 25, 2025 Special Meeting Minutes

B. Consideration of Operations and Maintenance Invoices (*July 2025*)

C. Acceptance of the Financials & Approval of the Check Registers (*July 2025*)

On MOTION by Ms. Evans seconded by Mr. Gilley, with all in favor, the Consent Agenda, was approved. 4-0

SIXTH ORDER OF BUSINESS

Staff Reports

A. District Counsel

B. District Engineer

C. District Manager

There being no reports, the next item followed.

SEVENTH ORDER OF BUSINESS

Adjournment

There being nothing further,

On MOTION by Ms. Evans seconded by Mr. Gilley, with all in favor, meeting adjourned at 1:22 pm. 4-0
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Deborah Wallace
District Manager

Kelly Evans
Chairperson

**MINUTES OF MEETING
WEST LAKE
COMMUNITY DEVELOPMENT DISTRICT**

The Public Hearing and Special meeting of the Board of Supervisors of West Lake Community Development District was held on Wednesday, September 24, 2025, and called to order at 1:03 p.m. at the Offices of Inframark located at 2005 Pan Am Circle, Suite 300, Tampa, Florida 33607.

Present and constituting a quorum were:

Kelly Evans	Chairperson
Lori Campagna	Vice Chairperson
Brad Gilley	Assistant Secretary
Nancy Symonds	Assistant Secretary

Also present were:

Debby Wallace	District Manager
Kathryn Hopkinson	District Counsel

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FIRST ORDER OF BUSINESS **Call to Order/Roll Call**

Ms. Wallace called the meeting to order, and a quorum was established.

SECOND ORDER OF BUSINESS **Public Comments**

There being none, the next order of business followed.

THIRD ORDER OF BUSINESS **Business Items**

A. Public Hearing - Adopting Amended FY2026 Budget & Levying O&M Assessments

1. Open Public Hearing on Adopting Amended FY2026 Budget

Ms. Wallace presented the FY 2026 Budget to the Board. There were no changes.

On MOTION by Ms. Evans seconded by Ms. Symonds, with all in favor, Public Hearing on Adopting Amended FY2026 Budget, was opened. 4-0

2. Staff Presentations

3. Public Comment

There being none, the next item followed.

4. Close Public Hearing on Adopting Amended FY2026 Budget

On MOTION by Ms. Evans seconded by Ms. Symonds, with all in favor, Public Hearing on Adopting Amended FY2026 Budget, was closed. 4-0

5. Consideration of Resolution 2025-09; Adopting the FY2026 Amended Budget

On MOTION by Ms. Evans seconded by Mr. Gilley, with all in favor, Resolution 2025-09; Adopting the FY2026 Amended Budget, was adopted. 4-0

6. Consideration of Resolution 2025-10; Levying O&M Assessment for FY2025-2026 Budget

On MOTION by Ms. Evans seconded by Ms. Symonds, with all in favor, Resolution 2025-010; Levying O&M Assessment for FY2025-2026 Budget, was adopted. 4-0

- *Ms. Wallace indicated having a copy of Assessment Roll present.*

FOURTH ORDER OF BUSINESS

Staff Reports

A. District Counsel

B. District Engineer

There being no reports, the next item followed.

C. District Manager

Ms. Wallace stated that the next meeting will be held on October 8, 2025.

FIFTH ORDER OF BUSINESS

Adjournment

There being nothing further,

On MOTION by Ms. Evans seconded by Mr. Gilley, with all in favor, meeting adjourned at 1:08 pm. 4-0

Deborah Wallace
District Manager

Kelly Evans
Chairperson

West Lake Community Development District

Financial Statements
(Unaudited)

Period Ending
August 31, 2025

Prepared by:



2005 Pan Am Circle ~ Suite 300 ~ Tampa, Florida 33607
Phone (813) 873-7300 ~ Fax (813) 873-7070

WEST LAKE COMMUNITY DEVELOPMENT DISTRICT

Balance Sheet

As of August 31, 2025

(In Whole Numbers)

<u>ACCOUNT DESCRIPTION</u>	<u>TOTAL</u>
<u>ASSETS</u>	
Cash In Bank	\$ 48,531
TOTAL ASSETS	\$ 48,531
<u>LIABILITIES</u>	
Accounts Payable	\$ 6,863
TOTAL LIABILITIES	6,863
<u>FUND BALANCES</u>	
Unassigned:	41,668
TOTAL FUND BALANCES	41,668
TOTAL LIABILITIES & FUND BALANCES	\$ 48,531

WEST LAKE COMMUNITY DEVELOPMENT DISTRICT
Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending August 31, 2025
General Fund (001)
(In Whole Numbers)

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD
<u>REVENUES</u>				
Special Assmnts- Tax Collector	\$ -	\$ 55,000	\$ 55,000	0.00%
Developer Contribution	376,525	94,000	(282,525)	24.97%
TOTAL REVENUES	376,525	149,000	(227,525)	39.57%
<u>EXPENDITURES</u>				
<u>Administration</u>				
Supervisor Fees	10,000	10,000	-	100.00%
ProfServ-Field Management	12,000	-	12,000	0.00%
ProfServ-Trustee Fees	6,400	-	6,400	0.00%
Management Contract	25,000	16,667	8,333	66.67%
Assessment Roll	5,000	-	5,000	0.00%
Disclosure Report	3,500	-	3,500	0.00%
District Counsel	5,000	25,815	(20,815)	516.30%
District Engineer	3,500	-	3,500	0.00%
Special Services	2,500	-	2,500	0.00%
Construction Accounting	6,100	1,000	5,100	16.39%
Auditing Services	5,200	-	5,200	0.00%
Accounting Services	17,500	7,000	10,500	40.00%
Website Compliance	1,800	3,150	(1,350)	175.00%
Postage	150	-	150	0.00%
Insurance - General Liability	5,000	693	4,307	13.86%
Public Officials Insurance	5,000	567	4,433	11.34%
Insurance -Property & Casualty	25,000	645	24,355	2.58%
Legal Advertising	1,500	13,653	(12,153)	910.20%
Bank Fees	200	374	(174)	187.00%
Financial & Revenue Collections	3,500	-	3,500	0.00%
Website Administration	1,500	750	750	50.00%
Office Supplies	100	-	100	0.00%
Dues, Licenses, Subscriptions	175	200	(25)	114.29%
Total Administration	145,625	80,514	65,111	55.29%
<u>Utility Services</u>				
Utility - Other	5,000	-	5,000	0.00%
Utility - Water & Sewer	1,200	-	1,200	0.00%
Utility - StreetLights	50,000	7,097	42,903	14.19%
Internet Services	1,650	-	1,650	0.00%
Total Utility Services	57,850	7,097	50,753	12.27%

WEST LAKE COMMUNITY DEVELOPMENT DISTRICT
Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending August 31, 2025
General Fund (001)
(In Whole Numbers)

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD
<u>Other Physical Environment</u>				
Contracts-Aquatic Control	9,000	2,736	6,264	30.40%
Contracts - Landscape	75,000	16,301	58,699	21.73%
Waterway Mgmt Program -Aquatic Plantings & Repairs	1,000	684	316	68.40%
Landscape - Annuals	4,000	-	4,000	0.00%
Landscape - Mulch	2,000	-	2,000	0.00%
R&M Landscape	2,000	-	2,000	0.00%
Plant Replacement Program	4,000	-	4,000	0.00%
Landscape- Storm Clean Up & Tree Removal	3,000	-	3,000	0.00%
Irrigation Maintenance	5,000	-	5,000	0.00%
Aquatic Plant Replacement	1,000	-	1,000	0.00%
Total Other Physical Environment	106,000	19,721	86,279	18.60%
<u>Parks and Recreations</u>				
ProfServ-Pool Maintenance	15,000	-	15,000	0.00%
Contracts-Janitorial Services	7,000	-	7,000	0.00%
Amenity Center Pest Control	1,200	-	1,200	0.00%
Security Monitoring Services	5,050	-	5,050	0.00%
R&M-Air Conditioning	1,000	-	1,000	0.00%
Amenity Maintenance & Repairs	6,000	-	6,000	0.00%
R&M-Monument, Entrance & Wall	1,000	-	1,000	0.00%
Sidewalk & Pavement Repair	1,000	-	1,000	0.00%
Pool Services - Chemicals/Permits/Supplies	500	-	500	0.00%
Miscellaneous Maintenance	1,500	-	1,500	0.00%
Playground Equipment and Maintenance	2,500	-	2,500	0.00%
Access Control Maintenance & Repair	3,000	-	3,000	0.00%
Holiday Decoration	5,000	-	5,000	0.00%
Special Events	1,300	-	1,300	0.00%
Amenity Camera R&M	1,000	-	1,000	0.00%
Janitorial Supplies	1,500	-	1,500	0.00%
Dog Waste Station Service & Supplies	1,500	-	1,500	0.00%
Pool Permits	12,000	-	12,000	0.00%
Total Parks and Recreations	67,050	-	67,050	0.00%
TOTAL EXPENDITURES	376,525	107,332	269,193	28.51%
Excess (deficiency) of revenues				
Over (under) expenditures	-	41,668	41,668	0.00%
FUND BALANCE, BEGINNING (OCT 1, 2024)		-		
FUND BALANCE, ENDING		\$ 41,668		

Bank Account Statement

West Lake CDD

Bank Account No. 9792

Statement No. 08-25

Statement Date

08/31/2025

G/L Account No. 101002 Balance	48,530.90	Statement Balance	58,507.45
		Outstanding Deposits	0.00
Positive Adjustments	0.00	Subtotal	58,507.45
Subtotal	48,530.90	Outstanding Checks	-9,976.55
Negative Adjustments	0.00	Ending Balance	48,530.90
Ending G/L Balance	48,530.90		

Posting Date	Document Type	Document No.	Vendor	Description	Amount	Cleared Amount	Difference
Deposits							
							0.00
08/04/2025	Payment	BD00005	Special Assmnts-Tax Collector	Deposit No. BD00005 - Lennar Developer Funding	55,000.00	55,000.00	0.00
08/29/2025		JE000012	Interest - Investments	Interest Payment	0.08	0.08	0.00
Total Deposits					55,000.08	55,000.08	0.00
Checks							
							0.00
07/23/2025	Payment	1070	BUSINESS OBSERVER	Check for Vendor V00006	-148.76	-148.76	0.00
08/06/2025	Payment	1071	SITEX AQUATICS, LLC	Check for Vendor V00015	-684.00	-684.00	0.00
08/14/2025	Payment	1073	LORI A. CAMPAGNA	Check for Vendor V00008	-200.00	-200.00	0.00
08/14/2025	Payment	1074	KELLY ANN EVANS	Check for Vendor V00009	-200.00	-200.00	0.00
08/14/2025	Payment	1076	NANCY SYMONDS	Check for Vendor V00013	-200.00	-200.00	0.00
08/20/2025	Payment	1077	STRALEY ROBIN VERICKER	Check for Vendor V00003	-489.00	-489.00	0.00
08/20/2025	Payment	1078	TECO TAMPA ELECTRIC COMPANY	Check for Vendor V00017	-4,371.00	-4,371.00	0.00
08/26/2025		JE000011	Bank Fees	FY'25 Truist Bank Fees -	-374.48	-374.48	0.00
Total Checks					-6,667.24	-6,667.24	0.00
Adjustments							
Total Adjustments							
Outstanding Checks							
08/14/2025	Payment	1072	INFRAMARK	Check for Vendor V00007			-3,208.33
08/14/2025	Payment	1075	BRADLEY GILLEY	Check for Vendor V00011			-200.00
08/21/2025	Payment	1079	EGIS INSURANCE ADVISORS, LLC	Check for Vendor V00018			-1,905.00
08/27/2025	Payment	1080	TIMES PUBLISHING COMPANY	Check for Vendor V00005			-1,137.00

Bank Account Statement

West Lake CDD

Bank Account No. 9792
Statement No. 08-25

Statement Date 08/31/2025

08/27/2025	Payment	1081	LORI A. CAMPAGNA	Check for Vendor V00008	-200.00
08/27/2025	Payment	1082	KELLY ANN EVANS	Check for Vendor V00009	-200.00
08/27/2025	Payment	1083	BRADLEY GILLEY	Check for Vendor V00011	-200.00
08/27/2025	Payment	1084	NANCY SYMONDS TECO TAMPA	Check for Vendor V00013	-200.00
08/27/2025	Payment	1085	ELECTRIC COMPANY	Check for Vendor V00017	-2,726.22
Total Outstanding Checks					-9,976.55

Outstanding Deposits

Total Outstanding Deposits

WEST LAKE COMMUNITY DEVELOPMENT DISTRICT

Payment Register by Fund

For the Period from 08/01/2025 to 08/31/2025

(Sorted by Check / ACH No.)

Fund No.	Check / ACH No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
GENERAL FUND - 001								
001	1071	08/06/25	SITEX AQUATICS, LLC	10077-B	August 2025 Aquatic Contract	Contracts-Aquatic Control	534067-53908	\$684.00
001	1072	08/14/25	INFRAMARK	155352	District Management - August 2025	DISTRICT MANGEMENT	531136-51301	\$2,083.33
001	1072	08/14/25	INFRAMARK	155352	District Management - August 2025	Accounting	532001-51301	\$1,000.00
001	1072	08/14/25	INFRAMARK	155352	District Management - August 2025	Website Maintenance	549936-51301	\$125.00
001	1073	08/14/25	LORI A. CAMPAGNA	LC-081325	BOARD 8/13/25	Supervisor Fees	511100-51301	\$200.00
001	1074	08/14/25	KELLY ANN EVANS	KE-081325	Board 8/13/25	Supervisor Fees	511100-51301	\$200.00
001	1075	08/14/25	BRADLEY GILLEY	BG-081325	BOARD 8/13/25	Supervisor Fees	511100-51301	\$200.00
001	1076	08/14/25	NANCY SYMONDS	NS-081325	BOARD 8/13/25	Supervisor Fees	511100-51301	\$200.00
001	1077	08/20/25	STRALEY ROBIN VERICKER	26988	District Counsel Svcs - July'25	District Counsel	531146-51401	\$489.00
001	1078	08/20/25	TECO TAMPA ELECTRIC COMPANY	071625-221009530249	ELECTRIC 06/10/25 - 07/09/25	ELECTRIC 06/10/25 - 07/09/25 AND LATE FEE	543062-53150	\$2,685.93
001	1078	08/20/25	TECO TAMPA ELECTRIC COMPANY	061525-221009530249	ELECTRIC 05/22/25 - 06/09/25	ELECTRIC	543062-53150	\$1,685.07
001	1079	08/21/25	EGIS INSURANCE ADVISORS, LLC	28796	Add'l Insurance Coverage 7/01/25-10/01/25	GL Insurance FY24/25	545002-53908	\$693.00
001	1079	08/21/25	EGIS INSURANCE ADVISORS, LLC	28796	Add'l Insurance Coverage 7/01/25-10/01/25	Property Insurance FY24/25	545009-53908	\$645.00
001	1079	08/21/25	EGIS INSURANCE ADVISORS, LLC	28796	Add'l Insurance Coverage 7/01/25-10/01/25	PO Insurance FY24/25	545008-53908	\$567.00
001	1080	08/27/25	TIMES PUBLISHING COMPANY	51277-081725	LEGAL ADVERTISING 08/17/25	LEGAL ADVERTISING	548002-51301	\$508.00
001	1080	08/27/25	TIMES PUBLISHING COMPANY	51406-081725	LEGAL ADVERTISING 08/17/25	LEGAL ADVERTISING	548002-51301	\$629.00
001	1081	08/27/25	LORI A. CAMPAGNA	LC-082525	BOARD 8/25/25	Supervisor Fees	511100-51301	\$200.00
001	1082	08/27/25	KELLY ANN EVANS	KE-082525	BOARD 8/25/25	Supervisor Fees	511100-51301	\$200.00
001	1083	08/27/25	BRADLEY GILLEY	BG-082525	BOARD 8/25/25	Supervisor Fees	511100-51301	\$200.00
001	1084	08/27/25	NANCY SYMONDS	NS-082525	BOARD 8/25/25	Supervisor Fees	511100-51301	\$200.00
001	1085	08/27/25	TECO TAMPA ELECTRIC COMPANY	081325-0249	ELECTRIC 07/10/25-08/07/25	ELECTRIC	543062-53150	\$2,726.22
Fund Total								\$16,120.55

Total Checks Paid	\$16,120.55
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West Lake CDD
Summary of Operations and Maintenance Invoices

Vendor	Invoice Date	Invoice/Account Number	Amount	Invoice Total	Comments/Description
Monthly Contract					
INFRAMARK	8/1/2025	155352	\$2,083.33		DISTRICT MANGEMENT
INFRAMARK	8/1/2025	155352	\$1,000.00		Accounting
INFRAMARK	8/1/2025	155352	\$125.00	\$3,208.33	Website Maintenance
SITEX AQUATICS, LLC	8/1/2025	10077-B	\$684.00	\$684.00	August 2025 Aquatic Contract
STEADFAST MAINTENANCE	8/1/2025	SA-14183	\$4,641.60	\$4,641.60	Landscape Maintenance
TECO TAMPA ELECTRIC COMPANY	6/16/2025	061525-221009530249	\$1,685.07	\$1,685.07	ELECTRIC
TECO TAMPA ELECTRIC COMPANY	8/13/2025	081325-0249	\$2,726.22	\$2,726.22	ELECTRIC
Monthly Contract Subtotal			\$12,945.22	\$12,945.22	
Utilities					
TECO TAMPA ELECTRIC COMPANY	7/16/2025	071625-221009530249	\$2,685.93	\$2,685.93	ELECTRIC 06/10/25 - 07/09/25 AND LATE FEE
Utilities Subtotal			\$2,685.93	\$2,685.93	
Regular Services					
BRADLEY GILLEY	8/13/2025	BG-081325	\$200.00	\$200.00	BOARD 8/13/25
BRADLEY GILLEY	8/25/2025	BG-082525	\$200.00	\$200.00	BOARD 8/25/25
EGIS INSURANCE ADVISORS, LLC	8/11/2025	28796	\$693.00		GL Insurance FY24/25
EGIS INSURANCE ADVISORS, LLC	8/11/2025	28796	\$645.00		Property Insurance FY24/25
EGIS INSURANCE ADVISORS, LLC	8/11/2025	28796	\$567.00	\$1,905.00	PO Insurance FY24/25
KELLY ANN EVANS	8/13/2025	KE-081325	\$200.00	\$200.00	Board 8/13/25
KELLY ANN EVANS	8/25/2025	KE-082525	\$200.00	\$200.00	BOARD 8/25/25
LORI A. CAMPAGNA	8/13/2025	LC-081325	\$200.00	\$200.00	BOARD 8/13/25
LORI A. CAMPAGNA	8/25/2025	LC-082525	\$200.00	\$200.00	BOARD 8/25/25
NANCY SYMONDS	8/13/2025	NS-081325	\$200.00	\$200.00	BOARD 8/13/25
NANCY SYMONDS	8/25/2025	NS-082525	\$200.00	\$200.00	BOARD 8/25/25
STRALEY ROBIN VERICKER	8/15/2025	26988	\$489.00	\$489.00	District Counsel
TIMES PUBLISHING COMPANY	8/17/2025	51277-081725	\$508.00	\$508.00	LEGAL ADVERTISING
TIMES PUBLISHING COMPANY	8/17/2025	51406-081725	\$629.00	\$629.00	LEGAL ADVERTISING
TIMES PUBLISHING COMPANY	8/27/2025	52095-082725	\$2,221.05	\$2,221.05	LEGAL ADVERTISING
Regular Services Subtotal			\$7,352.05	\$7,352.05	

West Lake CDD Summary of Operations and Maintenance Invoices
--

Vendor	Invoice Date	Invoice/Account Number	Amount	Invoice Total	Comments/Description
TOTAL			\$22,983.20	\$22,983.20	



Inframark LLC
2002 West Grand Parkway North
Suite 100
Katy, TX 77449

BILL TO

West Lake Community Development
District
2005 Pan Am Circle Suite 300
Tampa FL 33607
United States

INVOICE#

155352

CUSTOMER ID

C5143

PO#**DATE**

8/1/2025

NET TERMS

Due On Receipt

DUE DATE

8/1/2025

INVOICE

Services provided for the Month of: August 2025

DESCRIPTION	QTY	UOM	RATE	MARKUP	AMOUNT
District Management	1	Ea	2,083.33		2,083.33
Accounting Services	1	Ea	1,000.00		1,000.00
Website Maintenance / Admin	1	Ea	125.00		125.00
Subtotal					3,208.33

Subtotal \$3,208.33

Tax \$0.00

Total Due \$3,208.33

Remit To : Inframark LLC, PO BOX 733778, Dallas, Texas, 75373-3778

INVOICE

Sitex Aquatics, LLC
PO Box 917
Parrish, FL 34219

office@sitexaquatics.com
+1 (813) 564-2322



Bill to
West Lake CDD
West Lake CDD
Inframark
313 Campus St
Celebration, FL 34747

Invoice details

Invoice no.: 10077-b
Terms: Net 30
Invoice date: 08/01/2025
Due date: 08/31/2025

#	Date	Product or service	Description	Qty	Rate	Amount
1.		Aquatic Maintenance	Monthly Lake Maintenance: Two Ponds & Three Wet Slumps	1	\$684.00	\$684.00
					Total	\$684.00



Steadfast Alliance

30435 Commerce Drive, Suite 102
San Antonio, FL 33576
844-347-0702 | ar@steadfastalliance.com

Invoice

Date	Invoice #
8/1/2025	SA-14183

Please make all Checks payable to:
Steadfast Alliance

Bill To

West Lake CDD
C/O Inframark
2005 Pan Am Circle Suite 300
Tampa, FL 33598

Ship To

West Lake CDD
5637 Yellow Hornbill Ave
Wimauma, FL 33598

P.O. No.	W.O. No.	Account #	Cost Code	Terms	Project
				Net 30	SM1218 West Lake CDD
Quantity	Description		Rate	Serviced Date	Amount
0	Landscape Maintenance @ West Lake CDD for the Month of August 2025.		0.00		0.00
0.8	Landscape Maintenance - Billed at 80%		5,250.00		4,200.00
0.8	Irrigation Management - Billed at 80%		552.00		441.60
0	Fertilization and Pesticide Program		266.50		0.00

Accounts over 60 days past due will be subject to credit hold and services may be suspended. All past due amounts are subject to interest at 1.5% per month plus costs of collection including attorney fees if incurred.

Total	\$4,641.60
Payments/Credits	\$0.00
Balance Due	\$4,641.60



WEST LAKE COMM DEV DISTRICT
5637 YELLOW HORNBILL AVE
WIMAUMA, FL 33598

Statement Date: June 16, 2025

Amount Due: \$1,685.07

Due Date: July 07, 2025

Account #: 221009530249

Account Summary

Current Service Period: May 22, 2025 - June 09, 2025

Previous Amount Due	\$0.00
Payment(s) Received Since Last Statement	\$0.00

Current Month's Charges	\$1,685.07
-------------------------	------------

Amount Due by July 07, 2025 \$1,685.07

Amount not paid by due date may be assessed a late payment charge and an additional deposit.



Scan here to view
your account online.



Learn about your newly redesigned bill and get deeper insights about your usage by visiting TECOaccount.com



To ensure prompt credit, please return stub portion of this bill with your payment.

Account #: 221009530249

Due Date: July 07, 2025



Pay your bill online at TampaElectric.com

See reverse side of your paystub for more ways to pay.

Go Paperless, Go Green! Visit TampaElectric.com/Paperless to enroll now.

Amount Due: \$1,685.07

Payment Amount: \$ _____

600000765477

WEST LAKE COMM DEV DISTRICT
5637 YELLOW HORNBILL AVE
WIMAUMA, FL 33598

Mail payment to:
TECO
P.O. BOX 31318
TAMPA, FL 33631-3318

Make check payable to: TECO
Please write your account number on the memo line of your check.

6000007654772210095302490000001685077



Service For:
5637 YELLOW HORNBILL AVE
WIMAUMA, FL 33598

Account #: 221009530249
Statement Date: June 16, 2025
Charges Due: July 07, 2025

Service Period: May 22, 2025 - Jun 09, 2025

Rate Schedule: LS-2 Customer Specified Lighting

Charge Details

	Electric Charges	
	Lighting Service Items LS-2 (Bright Choices) for 19 days	
	Lighting Energy Charge	\$0.00
	Monthly Charge	\$1567.51
	Lighting Fuel Charge	\$0.00
	Storm Protection Charge	\$0.00
	Clean Energy Transition Mechanism	\$0.00
	Storm Surcharge	\$0.00
	Florida Gross Receipt Tax	\$0.00
	State Tax	\$117.56
	Lighting Charges	\$1,685.07

Total Current Month's Charges **\$1,685.07**

Important Messages

Welcome to Tampa Electric! Please visit TampaElectric.com/Rates for information about your electric rates and charges.

Prorated Bill. Some charges have been prorated where required to reflect a longer or shorter than normal billing period.

For more information about your bill and understanding your charges, please visit TampaElectric.com

Ways To Pay Your Bill



Bank Draft
Visit TECOaccount.com for free recurring or one time payments via checking or savings account.



In-Person
Find list of Payment Agents at TampaElectric.com



Mail A Check
Payments:
TECO
P.O. Box 31318
Tampa, FL 33631-3318
Mail your payment in the enclosed envelope.



Credit or Debit Card
Pay by credit Card using KUBRA EZ-Pay at TECOaccount.com. Convenience fee will be charged.



Phone
Toll Free: **866-689-6469**

All Other Correspondences:
Tampa Electric
P.O. Box 111
Tampa, FL 33601-0111

Contact Us

Online: TampaElectric.com	Hearing Impaired/TTY: 7-1-1
Phone: Commercial Customer Care: 866-832-6249	Power Outage: 877-588-1010
Residential Customer Care: 813-223-0800 (Hillsborough) 863-299-0800 (Polk County) 888-223-0800 (All Other Counties)	Energy-Saving Programs: 813-275-3909

Please Note: If you choose to pay your bill at a location not listed on our website or provided by Tampa Electric, you are paying someone who is not authorized to act as a payment agent at Tampa Electric. You bear the risk that this unauthorized party will relay the payment to Tampa Electric and do so in a timely fashion. Tampa Electric is not responsible for payments made to unauthorized agents, including their failure to deliver or timely deliver the payment to us. Such failures may result in late payment charges to your account or service disconnection.



WEST LAKE COMM DEV DISTRICT
5637 YELLOW HORNBILL AVE
WIMAUMA, FL 33598-7636

Statement Date: August 13, 2025

Amount Due: \$7,097.22

Due Date: September 03, 2025

Account #: 221009530249

Past Due – Pay Immediately

Account Summary

Current Service Period: July 10, 2025 - August 07, 2025

Previous Amount Due	\$4,371.00
Payment(s) Received Since Last Statement	\$0.00

Past Due – Pay Immediately	\$4,371.00
Current Month's Charges – Pay by September 03, 2025	\$2,726.22

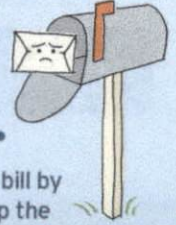
Amount Due \$7,097.22

Amount not paid by due date may be assessed a late payment charge and an additional deposit.



Scan here to view
your account online.

Let's be honest.
You don't
need me
anymore.



You can get your bill by
email or text, skip the
stamp and pay securely online.
Move on to paperless billing.

Log in at TECOaccount.com
and select "ON" to enroll.

Learn about your newly redesigned bill and get deeper insights about your usage by visiting TECOaccount.com



To ensure prompt credit, please return stub portion of this bill with your payment.

Account #: 221009530249

Due Date: September 03, 2025

Amount Due: \$7,097.22

Payment Amount: \$ _____

647680706101

Past Due – \$4,371.00

Current – \$2,726.22

00004023 FTECO108142500060510 00000 02 01000000 10857 002

WEST LAKE COMM DEV DISTRICT
2005 PAN AM CIR, STE 300
TAMPA, FL 33607-6008

Mail payment to:
TECO
P.O. BOX 31318
TAMPA, FL 33631-3318

Make check payable to: TECO
Please write your account number on the memo line of your check.

6476807061012210095302490000007097220



Service For:
5637 YELLOW HORNBILL AVE
WIMAUMA, FL 33598-7636

Account #: 221009530249
Statement Date: August 13, 2025
Charges Due: September 03, 2025

Service Period: Jul 10, 2025 - Aug 07, 2025

Rate Schedule: LS-2 Customer Specified Lighting

Charge Details



Electric Charges

Lighting Service Items LS-2 (Bright Choices) for 29 days

Lighting Energy Charge	\$0.00
Monthly Charge	\$2475.02
Lighting Fuel Charge	\$0.00
Storm Protection Charge	\$0.00
Clean Energy Transition Mechanism	\$0.00
Storm Surcharge	\$0.00
Florida Gross Receipt Tax	\$0.00
State Tax	\$185.63

Lighting Charges **\$2,660.65**



Other Fees and Charges

Lighting Late Payment Fee	\$65.57
---------------------------	---------

Total Other Fees and Charges **\$65.57**

Total Current Month's Charges

\$2,726.22

Important Messages

Moving? Save time and reduce stress!

Start, stop or transfer your Tampa Electric service 24 hours a day, seven days a week - when it's convenient for you! Choose your service dates, sign up for energy-saving programs and free services, receive your new account number, select a convenient payment method and more. Visit TECOaccount.com/Welcome; it's fast, easy and secure.

Quarterly Fuel Source

Tampa Electric's diverse fuel mix for the 12-month period ending June 2025 includes Natural Gas 79%, Purchased Power 11%, Solar 10% and Coal 0%.

For more information about your bill and understanding your charges, please visit TampaElectric.com

Ways To Pay Your Bill



Bank Draft

Visit TECOaccount.com for free recurring or one time payments via checking or savings account.



In-Person

Find list of Payment Agents at TampaElectric.com



Mail A Check

Payments:
TECO
P.O. Box 31318
Tampa, FL 33631-3318
Mail your payment in the enclosed envelope.

All Other Correspondences:

Tampa Electric
P.O. Box 111
Tampa, FL 33601-0111



Credit or Debit Card

Pay by credit Card using KUBRA EZ-Pay at TECOaccount.com. Convenience fee will be charged.



Phone

Toll Free:
866-689-6469

Contact Us

Online:

TampaElectric.com

Phone:

Commercial Customer Care:

866-832-6249

Residential Customer Care:

813-223-0800 (Hillsborough)

863-299-0800 (Polk County)

888-223-0800 (All Other Counties)

Hearing Impaired/TTY:

7-1-1

Power Outage:

877-588-1010

Energy-Saving Programs:

813-275-3909

Please Note: If you choose to pay your bill at a location not listed on our website or provided by Tampa Electric, you are paying someone who is not authorized to act as a payment agent at Tampa Electric. You bear the risk that this unauthorized party will relay the payment to Tampa Electric and do so in a timely fashion. Tampa Electric is not responsible for payments made to unauthorized agents, including their failure to deliver or timely deliver the payment to us. Such failures may result in late payment charges to your account or service disconnection.



WEST LAKE COMM DEV DISTRICT
5637 YELLOW HORNBILL AVE
WIMAUMA, FL 33598-7636

Statement Date: July 16, 2025

Amount Due: \$4,371.00

Due Date: August 06, 2025

Account #: 221009530249

Past Due – Pay Immediately

Account Summary

Current Service Period: June 10, 2025 - July 09, 2025

Previous Amount Due	\$1,685.07
Payment(s) Received Since Last Statement	\$0.00

Past Due – Pay Immediately	\$1,685.07
Current Month's Charges – Pay by August 06, 2025	\$2,685.93

Amount Due \$4,371.00

Amount not paid by due date may be assessed a late payment charge and an additional deposit.



Scan here to view
your account online.



Learn about your newly redesigned bill and get deeper insights about your usage by visiting TECOaccount.com



To ensure prompt credit, please return stub portion of this bill with your payment.

Account #: 221009530249

Due Date: August 06, 2025



Pay your bill online at TampaElectric.com

See reverse side of your paystub for more ways to pay.

Go Paperless, Go Green! Visit TampaElectric.com/Paperless to enroll now.

Amount Due: \$4,371.00

Payment Amount: \$ _____

600000776771

Past Due – \$1,685.07

Current – \$2,685.93

WEST LAKE COMM DEV DISTRICT
5637 YELLOW HORNBILL AVE
WIMAUMA, FL 33598

Mail payment to:
TECO
P.O. BOX 31318
TAMPA, FL 33631-3318

Make check payable to: TECO
Please write your account number on the memo line of your check.

6000007767712210095302490000004371009



Service For:
5637 YELLOW HORNBILL AVE
WIMAUMA, FL 33598-7636

Account #: 221009530249
Statement Date: July 16, 2025
Charges Due: August 06, 2025

Service Period: Jun 10, 2025 - Jul 09, 2025

Rate Schedule: LS-2 Customer Specified Lighting

Charge Details



Electric Charges

Lighting Service Items LS-2 (Bright Choices) for 30 days

Lighting Energy Charge	\$0.00
Monthly Charge	\$2475.02
Lighting Fuel Charge	\$0.00
Storm Protection Charge	\$0.00
Clean Energy Transition Mechanism	\$0.00
Storm Surcharge	\$0.00
Florida Gross Receipt Tax	\$0.00
State Tax	\$185.63

Lighting Charges **\$2,660.65**



Other Fees and Charges

Lighting Late Payment Fee	\$25.28
Total Other Fees and Charges	\$25.28

Total Current Month's Charges

\$2,685.93

Important Messages

What's Raising Your Power Bill?

We want you to know what's contributing to higher electric costs, how we can help and ways you can save energy and money. Please visit [TampaElectric.com/2025Bills](https://www.tampaelectric.com/2025Bills) to learn more.

For more information about your bill and understanding your charges, please visit [TampaElectric.com](https://www.tampaelectric.com)

Ways To Pay Your Bill



Bank Draft

Visit [TECOaccount.com](https://www.tecoaccount.com) for free recurring or one time payments via checking or savings account.



In-Person

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Payments:
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P.O. Box 31318
Tampa, FL 33631-3318
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Credit or Debit Card

Pay by credit Card using KUBRA EZ-Pay at [TECOaccount.com](https://www.tecoaccount.com). Convenience fee will be charged.



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Toll Free:
866-689-6469

All Other Correspondences:
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P.O. Box 111
Tampa, FL 33601-0111

Contact Us

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[TampaElectric.com](https://www.tampaelectric.com)

Phone:

Commercial Customer Care:
866-832-6249

Residential Customer Care:

813-223-0800 (Hillsborough)

863-299-0800 (Polk County)

888-223-0800 (All Other Counties)

Hearing Impaired/TTY:

7-1-1

Power Outage:

877-588-1010

Energy-Saving Programs:

813-275-3909

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Attendance Confirmation
for
BOARD OF SUPERVISORS

District Name: West Lake Community Development District

Board Meeting Date: August 25, 2025

Name	In Attendance Please X	Paid
1 Kelly Evans	☒	\$200
2 Lori Campagna	☒	\$200
3 Brad Gilley	☒	\$200
4 Nancy Symonds	☒	\$200
5 Vacant	☐	

The supervisors present at the above referenced meeting should be compensated accordingly

Approved for payment:


District Manager Signature

8-25-2025
Date

**** PLEASE RETURN SIGNED DOCUMENT TO LORI BINGLE ****

Attendance Confirmation
for
BOARD OF SUPERVISORS

District Name: West Lake Community Development District

Board Meeting Date: August 13, 2025

		In Attendance Please	
	Name	X	Paid
1	Kelly Evans	x	\$200
2	Lori Campagna	x	\$200
3	Brad Gilley	x	\$200
4	Nancy Symonds	x	\$200
5			

The supervisors present at the above referenced meeting should be compensated accordingly

Approved for payment:

Debby Wallace
District Manager Signature

8/13/2025
Date

**** PLEASE RETURN SIGNED DOCUMENT TO LORI BINGLE ****



INVOICE

Customer	West Lake Community Development District
Acct #	1647
Date	08/11/2025
Customer Service	Christina Wood
Page	1 of 1

West Lake Community Development District
2005 Pan Am Circle
Suite 300
Tampa, FL 33607

Payment Information	
Invoice Summary	\$ 1,905.00
Payment Amount	
Payment for:	Invoice#28796
1001241229	

Thank You

Please detach and return with payment



Customer: West Lake Community Development District

Invoice	Effective	Transaction	Description	Amount
28796	07/01/2025	New business	Policy #1001241229 07/01/2025-10/01/2025 Florida Insurance Alliance / Colony Insurance Company Package - New business Due Date: 8/11/2025	1,905.00

Please Remit Payment To:
 Egis Insurance and Risk Advisors
 P.O. Box 748555

Total
\$ 1,905.00

Thank You

FOR PAYMENTS SENT OVERNIGHT: Bank of America Lockbox Services, Lockbox 748555, 6000 Feldwood Rd. College Park, GA 30349
 TO PAY VIA ACH: Accretive Global Insurance Services LLC
 Routing ACH: 121000358 Account: 1291776914

Remit Payment To: Egis Insurance Advisors	(321)233-9939	Date
P.O. Box 748555		08/11/2025
Atlanta, GA 30374-8555	accounting@egisadvisors.com	



**PUBLIC ENTITY
COMMON AGREEMENT DECLARATIONS**

Agreement Number: 1001241229

NAMED COVERED PARTY AND MAILING ADDRESS:

**West Lake Community Development District
2005 Pan Am Circle Suite 300
Tampa, FL 33607**

AGREEMENT PERIOD: From: July 1, 2025 To: October 1, 2025
At 12:01 a.m. Standard Time at your mailing address shown above

In return for the payment of the premium, and subject to all the terms and conditions of this agreement, we agree with you to provide the coverage as stated in this agreement.

This agreement consists of the following coverage parts for which a premium is indicated. This premium may be subject to adjustment.

COVERAGE PART	PREMIUM
General Liability	Included
Property	Included
Inland Marine	Not Included
Automobile Liability	Not Included
Hired Non-Owned Auto	Included
Employment Practices Liability	Included
Public Officials Liability	Included
Crime	Not Included
Deadly Weapon Protection	Included
Total	\$1,905

FORMS APPLICABLE TO ALL COVERAGE PARTS: See Schedule of forms and Endorsements – FIA 003.

THESE DECLARATIONS TOGETHER WITH THE COMMON AGREEMENT CONDITIONS, COVERAGE PARTS, SUPPLEMENTAL DECLARATIONS, FORMS AND ENDORSEMENTS, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED AGREEMENT.

Countersigned: August 11, 2025
Date

By: 
Authorized Representative



PUBLIC ENTITY 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. 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 at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 60 days before the effective date of cancellation if we cancel for any other reason.

However, if this Policy includes Automobile coverage for Personal Injury Protection, Property Damage Liability Coverage or both and:

- (1) Such coverage is new or a renewal of existing coverage, then this Policy may not be cancelled by the first Named Insured during the first 60 days immediately following the effective date or renewal date except for one of the following reasons:
 - (a) The covered **auto** is completely destroyed such that it is no longer operable;
 - (b) Ownership of the covered **auto** is transferred; or
 - (c) The Named Insured has purchased another policy covering the motor vehicle insured under this Policy.
 - (2) It is a new coverage to the Policy, we may not cancel the Policy during the first 60 days immediately following the effective date for nonpayment of premium unless a check used to pay us is dishonored for any reason or any other type of premium payment is subsequently determined to be rejected or invalid.
3. If this Policy has been in effect for more than 90 days, we may cancel this Policy only for one or more of the following reasons:
 - a. Nonpayment of premium;
 - b. This Policy was obtained by a material misstatement;
 - c. Failure to comply with underwriting requirements established by us within 90 days of the effective date of coverage;
 - d. A substantial change in the risk covered by this Policy; or
 - e. The cancellation is for all insureds under such policies for a given class of insureds.

Under this paragraph 3., we may cancel this Policy by mailing or delivering to the first Named Insured written notice of cancellation at least:

- (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium;
- or

(2) 30 days before the effective date of cancellation if we cancel for any reason listed in **b.** through **e.** above.

4. We will mail or deliver our notice, including the reason for cancellation, to the first Named Insured's last mailing address known to us.
5. Notice of cancellation will state the effective date of cancellation. The Policy Period will end on that date.
6. 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, subject to condition **G. MINIMUM EARNED PREMIUM**. If the first Named Insured cancels, the refund may be less than pro rata, subject to condition **G. MINIMUM EARNED PREMIUM**.

If the return premium is not refunded with the notice of cancellation or when this Policy is returned to us, we will mail the refund within 15 working days after the date cancellation takes effect, unless this is an audit policy.

If this is an auditable policy, then, subject to your full cooperation with us or our agent in securing the necessary data for audit, we will return any premium refund due within 90 days of the date cancellation takes effect. If our audit is not completed within this time limitation, then we shall accept your own audit, and any premium refund due shall be mailed within 10 working days of receipt of your audit.

7. The cancellation will be effective even if we have not made or offered a refund.
8. If notice is mailed, proof of mailing will be sufficient proof of notice.
9. Your failure to make timely payment of premium shall be considered a request by you for us to cancel on your behalf. In the event of such cancellation for non-payment of premium, the minimum earned premium shall be due and payable; provided, however, such cancellation shall be rescinded if you remit and we receive the full premium within 10 days after the date of issuance of the cancellation notice.

B. CHANGES

This Policy contains all the agreements between you and us concerning the coverage 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. CONTROL OF PROPERTY

Any act or neglect of any person other than you beyond your direction or control will not affect this Policy.

D. 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.

E. INSPECTIONS AND SURVEYS

We have the right but are not obligated to:

1. Make inspections and surveys at any time;
2. Give you reports on the conditions we find; and
3. Recommend changes.

Any inspections, surveys, reports or recommendations 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:

1. Are safe or healthful; or
2. Comply with laws, regulations, codes or standards.

This condition applies not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

F. LIBERALIZATION

If we adopt any revision that would broaden the coverage under this Policy without additional premium within 45 days prior to or during the coverage period, the broadened coverage will immediately apply to this Policy.

G. MINIMUM EARNED PREMIUM

In the event of cancellation of this Policy, a minimum premium of 25% of written premium for the Policy therein shall become earned, subject to any provision of the Policy to the contrary notwithstanding.

H. OTHER COVERAGE OR INSURANCE

1. The following applies except when paragraph 2. is applicable:

You may have other coverage or insurance subject to the same plan, terms, conditions and provisions as the coverage under one or more Coverage Parts of this Policy. If you do, we will pay our share of the covered loss or damage. Our share is the lesser of:

- a. The proportion that the Limit of Coverage for the applicable coverage in the Coverage Part of our Policy bears to the total of the limits of all the policies covering on the same basis; or
- b. The amount retained by us when we are a named insured on reinsurance or excess of loss coverage purchased on behalf of our members.

Additionally, in the event an occurrence exhausts a limit purchased by us on behalf of multiple members, payment to you for a covered loss will be reduced pro-rata based on the amounts of covered loss by member.

Our administrator will retain reinsurance or excess of loss coverage policies purchased on behalf of our members.

2. If the Excess Coverage Part is included in this Policy, then paragraph 1. above does not apply to the Excess Coverage Part and the Other Insurance condition included in the Excess Coverage Part will apply.

I. 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.

J. SUBROGATION

In the event of any payment under this Policy, we shall be subrogated to all of your rights of recovery therefore against any person or organization, and you shall execute and deliver instruments and

papers and do whatever else is necessary to secure such rights. You shall not act (or fail to act, as the case may be) in any manner that will prejudice our subrogation rights.

K. TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS COVERAGE AGREEMENT

Your rights and duties under this Policy may not be transferred without our written consent.

L. DUTY TO DEFEND

We shall have the right and duty to defend any covered claim brought against the Insured even if such claim is groundless, false or fraudulent. The Insured shall not admit or assume liability or settle or negotiate to settle any claim or incur any claims expenses without our prior written consent, and we have the right to appoint counsel and to make such investigation and defense of a covered claim as we deem necessary.

M. TWO OR MORE COVERAGE FORMS

If more than one Coverage Form or policy issued to you by us or any company affiliated with us applies to the same **occurrence**, offense, **accident**, **wrongful act**, **loss**, claim, or **suit**, the maximum Limit of Liability under all of the Coverage Forms will not exceed the highest applicable Limit of Liability under any one Coverage Form.

The Retention or Deductible applicable to any such **occurrence**, offense, **accident**, **wrongful act**, **loss**, claim, or **suit** will be the Retention or Deductible applicable to the Coverage Form which has the highest applicable Limit of Liability, unless the Coverage Form has been endorsed to provide a separate Limit of Liability and Retention or Deductible that apply to that specific risk. If the Limit of Liability is the same for all Coverage Forms, the lowest applicable Retention or Deductible will apply.

N. 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 reason for nonrenewal, at least 45 days prior to the expiration of this Policy.
2. Any notice of nonrenewal will be mailed or delivered to the first Named Insured at the last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

O. COVERAGE INQUIRIES AND COMPLAINT ISSUES

If an Insured needs information regarding coverage, has a coverage inquiry or needs assistance resolving a complaint arising out of or relating to this coverage, we can be reached at 1-888-259-3010.



PUBLIC ENTITY POLICY FORMS LIST

NAMED INSURED: West Lake Community Development District
POLICY NO: 1001241229

Form Name

FIA 001 (10 19) - Common Agreement Declarations
FIA 002 (11 23) - Common Agreement Conditions
FIA 003 (11 24) - Coverage Agreement Forms List
FIA 100 (11 23) - Property Declarations
FIA 120 (04 18) - Cap on Losses from Certified Acts of Terrorism
FIA 160 (04 18) - Sinkhole Loss Coverage Endorsement
FIA 170 (04 20) - Communicable Disease Endorsement
FIA 030 (10 19) - General Liability Declarations
FIA 300 (11 24) - General Liability - Coverage Form
FIA 303 (10 19) - General Liability - Employee Benefits Liability Coverage
FIA 305 (10 19) - General Liability - FIA Endorsement
FIA 306 (10 19) - General Liability – Deductible Coverage
FIA 310 (02 19) - General Liability – Cap on Losses from Certified Acts of Terrorism
FIA 040 (10 19) - Public Officials' Liability and Employment Practices Declarations
FIA 400 (07 20) - Public Officials' Liability and Employment Practices Liability Coverage Form
FIA 405 (10 19) - Extra Contractual Legal Expense Coverage Endorsement
FIA 407 (10 19) - Cyber Liability Endorsement
FIA 050 (10 19) - Automobile Liability Declarations
FIA 500 (10 19) - Automobile Liability Coverage Form
FIA 501 (10 19) - Automobile Liability – Florida Endorsement
FIA 506 (10 19) - Automobile Liability – Deductible Liability Coverage
FIA 509 (10 19) - Florida Personal Injury Protection
FIA 511 (10 19) - Pollution Liability – Broadened Coverage For Covered Autos
FIA 600 (10 19) - Automobile and General Liability - Nuclear Energy Liability Exclusion Endorsement
FIA 602 (10 19) - Automobile and General Liability - Automatic Additional Covered Parties
FIA 604 (10 20) - Additional Covered Party Endorsement Management Company
FIA 606 (11 24) - PFAS Chemicals Exclusion
FIA 080 (08 21) - Deadly Weapon Protection Declarations
FIA 800 (08 21) - Deadly Weapon Coverage Form
FIA 802 (08 21) - Deadly Weapon Business Interruption Extension
FIA 804 (08 21) - Deadly Weapon Demolition Endorsement
FIA 901 (10 16) - Two or More Coverage Forms
Schedules



PROPERTY DECLARATIONS

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

INSURER: FLORIDA INSURANCE ALLIANCE
NAMED INSURED PARTY: West Lake Community Development District
AGREEMENT NO: 1001241229
COVERAGE PERIOD: July 1, 2025 Expiration Date: October 1, 2025

12:01 A.M. Standard Time at your mailing address shown above.

It is agreed to include automatically under this Insurance the interest of mortgagees and loss payees where applicable without advice.

SCHEDULE OF COVERAGES AND LIMITS OF INSURANCE

COVERED PROPERTY	
Total Insured Values –Building and Contents – Per Schedule on file totaling	\$170,463
Loss of Business Income	\$1,000,000
Additional Expense	\$1,000,000
Inland Marine	
Scheduled Inland Marine	Not Included

DEDUCTIBLES		
All Other Perils	\$2,500	Per Occurrence, Building & Contents and Extensions of Coverage.
	Per Attached Schedule	Per Occurrence, Inland Marine Item.
Named Storm	5 %	Total Insured Values per scheduled building, including inland marine items, and vehicle values, at each affected location throughout Florida subject to a minimum of \$10,000 per occurrence, per Named Insured.

Special Property Coverages		
Coverage	Deductibles	Limit
Earth Movement	\$2,500	Included
Flood	\$2,500 except for Zones A & V where special deductible applies	Included
Boiler & Machinery	\$2,500	Included

EXTENSIONS OF COVERAGE DEDUCTIBLES

Limit of Insurance specified in the Extensions of Coverage Schedule above is subject to the following deductibles:

1. In respect to Earth Movement:
 - a. Subject to the \$2,500 deductible shown in this Coverage Form.
 - b. However, a deductible of \$2,500 in any one occurrence applies to covered property in transit.
2. In respect of Flood:
 - a. Subject to the \$2,500 deductible and/ or Special Flood Deductible specified in this Coverage Form.
 - b. However, a deductible of \$2,500 in any one occurrence applies to covered property in transit.
3. In respect of Named Storm:
 - a. Subject to the 5 % deductible specified in this Coverage Form with a minimum of \$10,000 in any one occurrence.
 - b. However, a deductible of 5 % in any one occurrence applies to covered property in transit.
4. In respect of All Other Perils:
 - a. \$2,500 in any one occurrence.

THE DECLARATIONS, TOGETHER WITH THE COVERAGE FORM AND ENDORSEMENTS, IF ANY, COMPLETE THE POLICY.

TOTAL PREMIUM	Included
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Authorized Representative

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PROPERTY COVERAGE FORM

Various provisions in this Coverage Form restrict coverage. Read the entire Coverage Form carefully to determine rights, duties and what is and is not covered.

Throughout this Coverage Form the words "you" and "your" refer to the Named Insured Party(ies) shown in the DECLARATIONS. The words "we", "us" and "our" refer to the Insurer providing this Coverage Form.

Terms in **bold-faced type** have special meanings in this Coverage Form. They are defined in SECTION VIII - DEFINITIONS. These definitions apply to this entire Coverage Form, and to any endorsements to it. Definitions that apply to individual forms or endorsements will be noted in those forms or endorsements. The names of forms are capitalized (for example, DECLARATIONS).

This Coverage Form will also include any endorsements added by agreement between you and us. Coverage is provided at the **covered location(s)** and for those coverages and **limits of insurance** shown in the **Schedule of the DECLARATIONS**. Extensions of coverage, sublimits of insurance and deductibles are listed in the DECLARATIONS. Endorsements may contain separate deductibles and limits or sublimits of insurance.

SECTION I - COVERAGE AGREEMENTS

A. Property Coverage Agreement

We will pay, subject to all the terms and conditions of this Coverage Form, for direct physical loss occurring during the **coverage period** to **covered property** as a result of an **occurrence**, unless excluded.

B. Coverages

We will provide **real property**, **inland marine** or **personal property** coverage if marked with an "X" below.

Coverage will be provided:

1. At the locations shown on the **Schedule of the DECLARATIONS**;
2. **Property in the open** within 1,000 feet of locations described in 1; and
3. With respects to **inland marine**, at or away from your **covered location**.

This Coverage Form provides coverage on an **actual cash value** basis for **real property**, **inland marine** and **personal property** unless **replacement cost** coverage is marked with an "X".

(X) **Real Property**

(X) **Replacement Cost**

(X) **Personal Property**

(X) **Replacement Cost**

(X) **Inland Marine**

() **Replacement Cost**

C. Limits of Insurance

1. Subject to all terms and conditions of the Coverage Form, the most we will pay for all loss, damage or costs to **real property** and **personal property** in any one **occurrence** is the applicable **limits of insurance** shown in the DECLARATIONS. The limit of insurance shown in the DECLARATIONS applies to all **real property** and **personal property** unless a separate limit, lower limit or reduced amount of insurance is indicated elsewhere in the Coverage Form. It is also agreed that any location listed on the **Schedule of the DECLARATIONS** with no value (USD 0) is not covered by the Property Coverage Agreement.
2. Subject to all the terms and conditions of the Coverage Form, the most we will pay for loss or damage to **inland marine** in any one **occurrence** is the applicable limit of insurance shown in the DECLARATIONS.
3. The Florida Insurance Alliance is a shared limit. The limits purchased are a per **occurrence** limit and in the event an **occurrence** exhaust the limit purchased by the Alliance on behalf of the members, payment to you for a **covered loss** will be reduced pro-rata based on the amounts of **covered loss** by all members affected by the **occurrence**.

D. Deductible(s)

1. Your deductibles for this agreement will be according to the terms of the following paragraphs, and information in the DECLARATIONS.
 - a. Unless shown differently on this form or any endorsement, we will not pay unless a **covered loss** from any one **occurrence** exceeds the amount of the applicable deductible shown in the DECLARATIONS. We will then subtract the deductible from the adjusted amount of loss and pay the resulting amount or the applicable **limit of insurance**, whichever is less. If a **covered loss** involves two or more deductibles, we will only use the largest of the applicable deductibles.
 - b. **Earth Movement** Deductible
 - (1) We will not pay for an **earth movement** loss at a **covered location** until the loss exceeds the deductible shown for **earth movement** in the DECLARATIONS. We will then pay the amount of loss in excess of the deductible, up to the applicable **limit of insurance** in any one **occurrence**.
 - (2) A deductible of USD 2,500 in any one **occurrence** applies to **covered property** in transit.
 - c. **Flood** Deductible
 - (1) We will not pay for a **flood** loss at a **covered location** until the loss exceeds the applicable deductible shown for **flood** in the DECLARATIONS. We will then pay the amount of loss in excess of the deductible, up to the applicable limit of liability in any one **occurrence**.
 - (2) A deductible of USD 2,500 in any one **occurrence** applies to **covered property** in transit.
 - d. **Special Flood** Deductible
Property designated as being within **Flood Zone A** or **Flood Zone V** (and prefixes or suffixes thereof) by the Federal Emergency Management Agency (FEMA), or within a 100 Year Flood Plain as designated by the United States Army Corps of Engineers at the time of loss, will have a Special **Flood** Deductible equal to all **flood** insurance available for such property under the National Flood Insurance Program, whether purchased or not or 5% of the Total Insured Value per building and 5% of the amount of Business Income loss, at each affected location whichever is the greater.
 - e. **Named Storm** Deductible
 - (1) We will not pay for a **named storm** event loss until the loss exceeds the deductible shown in the DECLARATIONS. We will then pay the amount of loss in excess of the deductible, up to the applicable limit of insurance in any one **occurrence**.
 - (2) A deductible of USD 2,500 in any one **occurrence** applies to **covered property** in transit.
 - (3) Deductible applies per:
 - (a) Scheduled building;
 - (b) Inland Marine Item; and
 - (c) Scheduled Automobile.
 - (4) 5% of the amount of the **business income** loss will apply.

SECTION II – ADDITIONAL COVERAGES

A. We will pay if a limit is shown in the DECLARATIONS, for:

1. Your Loss of **Business Income**

a. We will pay for the actual loss of **business income** you sustain due to the necessary suspension of your operations during the **period of restoration**. The suspension must be caused by:

- (1) Direct physical loss or damage by a **covered loss** to property at premises which are described in the DECLARATIONS; or
- (2) Action of civil or military authority that prohibits access to the described premises due to direct physical loss of or damage by a **covered loss** to property, other than at the described premises but within one statute mile thereof, beginning 72 hours after the time of that action and for a period not to exceed forty-five (45) consecutive days from the date of the action.

And for which a Business Income Limit of Insurance is shown in the DECLARATIONS. The loss or damage must be caused by or result from a peril insured against.

b. With respect to the requirements set forth in the preceding paragraph, if you occupy only part of the site at which the described premises are located, your premises means:

- (1) The portion of the building which you rent, lease or occupy; and
- (2) Any area within the building or on the site at which the described premises are located, if that area services, or is used to gain access to, the described premises.

c. In determining the actual loss of **business income**, consideration must be given to:

- (1) The experience of the business before the loss and the probable experience after the loss;
- (2) The continuation of only those normal charges and expenses that would have been incurred had no interruption of production or suspension of business operations or services happened;
- (3) The demonstration of an actual loss of sales or income; and
- (4) Any amount recovered under property damage coverages at selling price for loss or damage to merchandise will be considered to have been sold to your regular customers.

d. We will not pay unless you are wholly or partially prevented from:

- (1) Producing goods; or
- (2) Continuing business operations or services.

e. You are required to mitigate your loss by:

- (1) Making up lost production within a reasonable period of time not limited to the **period of restoration**.
- (2) Continuing business operations or services during the **period of restoration**.
- (3) Using any property or service;
 - (a) Owned or controlled by you; or
 - (b) Obtainable from any other sources.
- (4) Working extra time or overtime.
- (5) Using inventory.

We will not pay for any loss to the extent it can be reduced through these or any other means whether at a **covered location** or any other location.

f. We will not pay for:

- (1) Any loss during any idle period. Idle period includes but is not limited to any period when production, operation or service would cease or be prevented due to:
 - (a) Physical damage not covered under this Coverage Form on or away from the **covered location**;
 - (b) Planned or rescheduled shutdown or maintenance;
 - (c) Strikes or other work stoppage;
 - (d) Any reason other than a covered loss.
- (2) Any increase in loss due to:
 - (a) Suspension, cancellation or lapse of any lease, contract, license or order.
 - (b) Fines or damage for breach of contract for late or non-completion of orders, or for penalties

of any nature.

- (3) Any consequential, indirect or remote loss.
- (4) Any loss resulting from damage to:
 - (a) Finished goods manufactured by you; nor for the time required for their reproduction.
 - (b) Property in transit.
- (5) Any loss or expense recoverable elsewhere in this Coverage Form.
- g. The most we will pay for a loss under this coverage is the lesser of:
 - (1) Your actual loss of **business income** and necessary expense; or
 - (2) The applicable limit of insurance shown on the Schedule of the DECLARATIONS.

2. **Additional Expense**

- a. We will pay the actual and necessary **additional expense** you sustain due to:
 - (1) Direct physical loss or damage by a **covered loss** to property at premises which are described in the DECLARATIONS; or
 - (2) Action of civil or military authority that prohibits access to the described premises due to direct physical loss of or damage by a **covered loss** to property, other than at the described premises but within one statute mile thereof, for a period not to exceed forty-five (45) consecutive days from the date of the action;And for which an **Additional Expense Limit of Insurance** is shown in the DECLARATIONS. The loss or damage must be caused by or result from a **peril insured against**.
- b. With respect to the requirements set forth in the preceding paragraph, if you occupy only part of the site at which the described premises are located, your premises means:
 - (1) The portion of the building which you rent, lease or occupy; and
 - (2) Any area within the building or on the site at which the described premises are located, if that area services, or is used to gain access to, the described premises.
- c. We will also pay **additional expense** to repair or replace property, but only to the extent it reduces the amount of loss that otherwise would have been payable under this Coverage Form.
- d. Coverage for **additional expense** does not apply when action is taken to avoid or minimize a suspension of operations caused by destruction or corruption of **Data**, or any loss or damage to **Data**.
- e. We will not pay for:
 - (1) Loss of **business income**.
 - (2) Costs which would have been incurred in conducting your business during the same period had no **covered loss** happened.
 - (3) The cost of permanent repair or replacement of property that has been damaged or destroyed.
 - (4) Any loss during any idle period. Idle period includes but is not limited to any period when production, operation or service would cease or be prevented due to:
 - (a) Physical damage not covered under this Coverage Form on or away from the **covered location**;
 - (b) Planned or rescheduled shutdown or maintenance;
 - (c) Strikes or other work stoppage;
 - (d) Any reason other than a **covered loss**.
 - (5) Any increase in loss due to:
 - (a) Suspension, cancellation or lapse of any lease, contract, license or order.
 - (b) Fines or damage for breach of contract for late or non-completion of orders, or for penalties of any nature.
 - (6) Any consequential, indirect or remote loss.
 - (7) Any loss resulting from damage to:
 - (a) Finished goods manufactured by you; nor for the time required for their reproduction.
 - (b) Property in transit.
 - (8) Any loss or expense recoverable elsewhere in this Coverage Form.
- f. The most we will pay for a loss under this coverage is the lesser of:
 - (1) Your actual **additional expense**; or
 - (2) The applicable limit of insurance shown on the **Schedule of the DECLARATIONS**.

B. Flood Coverage

We will pay for direct physical loss to **covered property** caused by **flood**. With respect to **flood, occurrence** shall mean all losses, wherever occurring, which arise between the time of movement of water into, onto, or over the property insured hereunder and the receding of the same, regardless of the period of time so embraced.

C. Earth Movement Coverage

1. We will pay for direct physical loss to **covered property** caused by sudden **earth movement**. All earthquake shocks within a continuous 72-hour period will be considered a single **occurrence**. The expiration of this agreement will not reduce this 72-hour period.
2. **Earth Movement** Coverage under this Coverage Form does not apply to any underground piping, wiring, sewers, or any other conduit.

SECTION III - EXCLUSIONS

A. War Exclusion

1. Notwithstanding any provision to the contrary within this Coverage Form or any endorsement thereto it is agreed that this coverage 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: 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.
2. This coverage 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. above.
3. If we allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this Coverage Form, the burden of proving the contrary shall be upon you.

B. Property Cyber and Data

1. Notwithstanding any provision to the contrary within the Coverage Form or any endorsement thereto this Coverage Form excludes any:
 - a. **Cyber Loss**, unless subject to the provisions of paragraph 2;
 - b. loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any **Data**, including any amount pertaining to the value of such **Data**, unless subject to the provisions of paragraph 3;

regardless of any other cause or event contributing concurrently or in any other sequence thereto.

2. Subject to all the terms, conditions, limitations and exclusions of this Coverage Form or any endorsement thereto, this Coverage Form covers physical loss or physical damage to property insured under this Coverage Form caused by any ensuing fire or explosion which directly results from a **Cyber Incident**, unless that **Cyber Incident** is caused by, contributed to by, resulting from, arising out of or in connection with a **Cyber Act** including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any **Cyber Act**.
3. Subject to all the terms, conditions, limitations and exclusions of this Coverage Form or any endorsement thereto, should **Data Processing Media** owned or operated by the Insured suffer physical loss or physical damage insured by this Coverage Form, then this Coverage Form will cover the cost to repair or replace the **Data Processing Media** itself plus the costs of copying the **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 the **Data**. If such media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank **Data Processing Media**. However, this Coverage Form excludes any amount pertaining to the value of such **Data**, to the Insured or any other party, even if such **Data** cannot be recreated, gathered or assembled.
4. In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
5. This endorsement supersedes and, if in conflict with any other wording in the Coverage Form or any endorsement thereto having a bearing on **Cyber Loss**, **Data** or **Data Processing Media**, replaces that wording.

C. Asbestos

1. This Coverage Form only covers asbestos physically incorporated in a covered building or structure, and then only that part of the asbestos which has been physically damaged during the period of coverage by a **specified peril**.
2. This coverage is subject to each of the following specific limitations:
 - a. The said building or structure must be covered under this Coverage Form for damage by that **specified peril**.
 - b. The **specified peril** must be the immediate, sole cause of the damage of the asbestos.
 - c. The covered party must report the existence and cost of the damage as soon as practicable after the **specified peril** first damaged the asbestos. However, this Coverage Form does not cover any such damage first reported more than 12 (twelve) months after the expiration, or termination, of the period of coverage.
 - d. Coverage under this Coverage Form in respect of asbestos shall not include any sum relating to:
 - (1) Any faults in the design, manufacture or installation of the asbestos;
 - (2) Asbestos not physically damaged by the **specified peril** including any governmental or regulatory authority direction or request of whatsoever nature relating to undamaged asbestos.
3. Except as set forth in the foregoing item 1, this Coverage Form does not cover asbestos or any sum relating thereto.

D. We will not pay for losses caused by or resulting from any of the following, regardless of any other cause or event, including a **peril insured against**, that contributes to the loss at the same time or in any other sequence:

1. Any electrical injury or disturbance to electrical appliances, devices, fixtures, wiring or other electrical or electronic equipment caused by electrical currents artificially generated. If a fire or an explosion loss ensues, we will pay for that loss.
 - a. This exclusion will not apply to physical loss to:
 - (1) A **Computer System** caused by short circuit, blowout, or other electrical damage from an **occurrence** that took place within 1,000 feet of the **covered location**.
2. **Pollution**.
3. Demolition Cost, Operation of Building Laws and Increased Cost of Construction Enforcement of any ordinance or law regulating the use, construction, repair or demolition of buildings or structure including Debris Removal Expense. This Exclusion does not apply to the extent that coverage is provided in Section VII - Extensions of Coverage, paragraphs D and E.
4. Seizure or destruction of **covered property** by government order. But we will pay for loss to **covered property** resulting from acts of destruction ordered by government to prevent the spread of fire.
5. Nuclear reaction or nuclear radiation, or radioactive contamination.
6. Interference with or interruption of any public or private utility or any entity providing power, heat, air conditioning, communication, water or sewer or any other service, however caused, if the failure occurs away from the **covered location**. But if a **covered loss** ensues, we will pay for that loss.

E. We will not pay for losses caused by or resulting from any of the following:

1. Unexplained or mysterious disappearance of any property;
2. Shortage of property discovered on taking inventory;
3. Theft by employees, whether acting alone or with others;
4. Any criminal, fraudulent or dishonest acts committed alone or in collusion with others:
 - a. By you;
 - b. By any proprietor, partner, director, officer or employee of yours; or
 - c. By any proprietor, partner, director or officer of any proprietorship, partnership, corporation or association engaged by you to render any service or perform any act in connection with **covered property**.
5. Manufacturing or processing operations, which result in damage to stock or materials while the stock or materials are being processed, manufactured, worked on or tested.

- a. But if a **covered loss** ensues, we will pay for that loss.
- 6. Delay, loss of market, loss of use, indirect or remote loss or damage.
- 7. Loss attributable to:
 - a. Wear and tear, deterioration, depletion, erosion, rust, corrosion, wet or dry rot, decay;
 - b. Inherent vice, latent defect, or any quality in the covered property that causes it to damage or destroy itself;
 - c. Smog, acid rain, agricultural smudging;
 - d. Smoke, fumes, gas or vapor that result from industrial operations;
 - e. Settling, cracking, shrinking, bulging or expansion of pavements, foundations, walls, floors, roofs or ceilings, retaining walls or outdoor swimming pools;
 - f. Animals, birds, vermin, rodents or insects;
 - g. Change or extremes in temperature or humidity, whether atmospheric or not, except damage to equipment; or
 - h. Contamination, shrinkage, change in taste, texture, finish or color.But if a **covered loss** ensues, we will pay for that loss.
- 8. **Fungus**
 - a. We will not pay for loss, damage, claim, cost, expense or other sum directly or indirectly arising out of or relating to mold, mildew, **fungus**, spores or other microorganism of any type, nature or description, including but not limited to any substance whose presence poses an actual or potential threat to human health.
 - b. This exclusion applies regardless whether there is:
 - (1) Any physical loss or damage to covered property;
 - (2) Any covered peril or cause, whether or not contributing concurrently or in any sequence;
 - (3) Any loss of use, occupancy, or functionality; or
 - (4) Any action required, including but not limited to repair, replacement, removal, cleanup, abatement, disposal, relocation, or steps taken to address medical or legal concerns.
 - c. This exclusion does not apply to the extent that coverage is provided in Section VII - Extensions of Coverage, paragraph J. **Fungus** Cleanup Expense with respect to physical loss or damage by a cause of loss other than fire or lightning.
- 9. Failure or breakdown of machinery or equipment, including rupture or bursting caused by centrifugal force.
 - a. But if a **covered loss** ensues, we will pay for that loss.
 - b. This exclusion will not apply to physical loss to a **Computer System** caused by mechanical breakdown, failure, changes in arrangement of parts, errors, omissions, or tack in design, specification, material or workmanship.
- 10. Explosion of the following:
 - a. Steam boilers;
 - b. Steam turbines, steam engines, steam piping; or
 - c. Gas turbines.But if physical loss to **covered property** by fire or explosion ensues, we will pay for that loss.
- 11. Rupture, bursting, cracking, burning or bulging of the following:
 - a. Steam boilers;
 - b. Steam turbines, steam engines, steam piping;
 - c. Hot water boilers or other equipment for heating water;
 - d. Pressure vessels; or
 - e. Gas turbines.But if physical loss to **covered property** by fire or explosion ensues, we will pay for that loss.
- 12. Loss attributable to faulty, defective or inadequate:
 - a. Construction, workmanship or material;
 - b. Maintenance;
 - c. Design, plan or specification;
 - d. Zoning compliance;

- e. Developing, surveying or siting of buildings or structures during the course of construction or alterations; or,
- f. Compliance with building codes.

But if a **covered loss** ensues, we will pay for that loss.

- 13. Loss or damage to any structure located in the water; including but not limited to bulkheads, docks, piers, wharves, retaining walls, boardwalks or underwater conduit from:
 - a. Freezing and thawing;
 - b. Impact of watercraft;
 - c. Waves, or debris driven by waves;
 - d. Pressure or weight of ice or water, whether driven by wind or not; or
 - e. Sinking or settling.
- 14. Loss or damage directly or indirectly related to or arising out of any offshore oil well or oil shipping/tanker incident and the ensuing oil spill.
- 15. Loss or damage directly or indirectly related to or arising out of **sinkhole loss**.

SECTION IV - PROPERTY NOT COVERED

A. We do not cover loss to:

1. Water, land including land on which the property is located, shrubs, trees, lawns, growing crops, or standing timber, except to the extent these may be covered in this Coverage Form, Section VII - Extensions of Coverage;
2. Aircraft;
3. Property you sold under conditional sale, trust agreement, instalment payment, or other deferred payment plan after such property has been delivered to the customer;
4. Caves, caverns, mines of any type, or any property contained within them;
5. Dams, dikes, or levees;
6. Contraband or property in the course of illegal transportation or trade;
7. Property covered under import or export ocean cargo policies;
8. Property you transport as a common carrier;
9. Property shipped by mail, unless sent registered or certified;
10. **Watercraft**, unless loss from a specified peril;
11. Vehicles licensed or designed for highway use, unless shown on the Property DECLARATIONS, under the Extensions of Coverage Schedule, item U, and then coverage for any **over the road coverage**, or collision with another vehicle or object. The All Other Perils deductible applies per occurrence and in the event of a **named storm** the **named storm** deductible applies per vehicle rather than per location. This coverage is paid on at **actual cash value** at the time of loss.

SECTION V - VALUATIONS

A. Actual Cash Value

1. Loss to **covered property** will be valued at the time and place of the loss at **actual cash value** unless otherwise indicated in this Coverage Form.
2. On **inland marine**, items not specifically scheduled will be subject to a maximum valuation of:
 - a. USD 250,000 per item for rented, borrowed or leased equipment; or
 - b. USD 15,000 per item for all other classes of **inland marine**.
3. Loss to vehicles scheduled in the DECLARATIONS under the Extensions of Coverage SCHEDULE, item U are valued at the time and place of the loss at **actual cash value**.

B. Replacement Cost

1. Loss to **covered property** will be valued at **replacement cost**, computed at the time and place of the loss, if **replacement cost** is marked with an "X" in Section I – COVERAGE AGREEMENTS., paragraph B. Coverages unless otherwise indicated in this Coverage Form.
2. We will not pay **replacement cost** until the lost or damaged property is actually repaired or replaced. If repairs or replacement are not made within two (2) years after the date of the physical loss, we will pay only the **actual cash value**.
 - a. Our obligations for **replacement cost** will be the smaller of:
 - (1) The cost to repair the damaged property; or
 - (2) The cost to replace or rebuild with new materials of like size, kind and quality; or
 - (3) The selling price on the date of loss of property, other than stock, offered for sale, less all saved expenses; or
 - (4) The applicable limit of insurance.
 - b. We will not pay for any increase in cost due to your failure to use reasonable speed to repair, rebuild or replace the damaged property.
 - c. If the replacement occurs at another location, we will not pay for the cost of land at either the original or the **new location**; and we will not pay more than the cost which would have been incurred if the building had been rebuilt at the location where the loss occurred.
 - d. We will pay **replacement cost** for these types of property:
 - (1) Raw materials, supplies and other merchandise not manufactured by you; and
 - (2) Leasehold improvements in which you have an insurable interest.
 - e. We will, however, pay only **actual cash value** or 110% of the value reported on the applicable schedule, whichever is less, for these types of property:
 - (1) Communications Equipment;
 - (2) Contractor's / Mobile Equipment;
 - (3) Fine Arts;
 - (4) **Watercraft**;
 - (5) Emergency Service Portable Equipment;
 - (6) Other **inland marine**;
 - (7) Rented, Borrowed or Leased Equipment; or
 - (8) Vehicles schedule in the DECLARATIONS under the Extensions of Coverage SCHEDULE, item U.

C. Loss to these types of covered property will be valued at the time and place of loss as follows:

1. On stock in process, the value of raw materials and labor expended plus the proper proportion of overhead charges;
2. On finished goods manufactured by you, the regular cash selling price at the location where the loss happens, less all discounts and charges to which the merchandise would have been subject had no loss occurred;

3. On Valuable Papers, in case of loss, valuation shall be based on the lesser of:
 - a. The cost to repair or restore the valuable paper or record to the condition that existed immediately prior to the insured event; or
 - b. The limit of insurance shown in the DECLARATIONS; or
 - c. If the damaged or destroyed property cannot be replaced, restored or repaired with similar kind and quality, it will be the value of blank paper, unless the item is specifically scheduled and the value scheduled is agreed upon in this Coverage Form.
4. On exposed film, the value of the film blank.

SECTION VI – PROPERTY CONDITIONS

A. **Coverage Period** and Territory

We will pay for a **covered loss** during the **coverage period** shown on the DECLARATIONS while that property is:

1. Within the State of Florida;
2. Being moved on land or in the air within the United States of America; or
3. Being moved on inland waters and intercoastal waterways within the United States of America.

B. Change of Terms

The terms of this coverage will not be waived, changed, or modified except by written endorsement issued by us and which becomes a part of this Coverage Form.

C. Titles of Paragraphs

The titles of the paragraphs of this Coverage Form and of any endorsements attached to it are only for reference. They do not affect the terms to which they relate.

D. Concealment, Misrepresentation or Fraud

This Coverage Form is void in any case of fraud by you as it relates to this Coverage Form at any time. It is also void if you or any other insured party, at any time, intentionally conceal or misrepresent a material fact concerning:

1. This Coverage Form;
2. The **covered property**;
3. Your interest in the **covered property**; or
4. A claim under this Coverage Form.

E. Brands and Labels

In the event of a **covered loss** to branded or labeled merchandise, we may choose to take title to all or any part of that merchandise, at the value established by the terms of this Coverage Form. You may, at your expense:

1. Stamp "salvage" on the merchandise or its containers; or
2. Remove or obliterate the brands or labels if such removal or obliteration will not physically damage the merchandise. You must relabel the merchandise or containers in compliance with the requirements of law.

F. Breach of Condition

A breach of any condition of this Coverage Form at any **covered location** will not affect coverage at any other **covered location** where, at the time of damage, no breach exists.

G. Abandonment of Property

You may not abandon property to us.

H. No Benefit to Bailee

No person or organization, other than you, having custody of your **covered property**, will benefit from this Coverage Form.

I. Suit

No suit or other legal proceeding will be brought against us unless there has been full compliance with all the Coverage Form terms and conditions. Suit must be brought within five years after the date on which the direct physical loss occurred, or the shortest time permitted by law, whichever the earlier.

J. No Reduction by Loss

Except for those coverages written with an annual aggregate limit of insurance or sublimits of insurance, we will pay for a **covered loss** without reducing any other applicable limit of insurance or sublimits of insurance.

K. Your Duties After a Loss

1. In case of loss, you will:

- a. Give us immediate written notice of the loss;
- b. Give notice of such loss to the proper authorities if the loss may be due to a violation of the law;
- c. As soon as possible, give us a description of the property involved and how, when and where the loss happened;
- d. Take all reasonable steps to protect the covered property from further damage;
- e. Promptly separate the damaged property from the undamaged property, and keep it in the best possible order for examination;
- f. Furnish a complete inventory of the lost, damaged and destroyed property, showing in detail the quantity and amount of loss claimed under the valuation provision of the Coverage Form;
- g. Keep an accurate record of all repair costs;
- h. Keep all bills, receipts and related documents that establish the amount of loss;
- i. As often as may reasonably be required:
 - (1) Permit us to inspect the damaged property and take samples for inspection, testing and analysis;
 - (2) Produce for inspection and copying, all of your books of account, business records, bills and invoices; and
 - (3) Permit us under oath to question you and any of your agents, employees, or representatives involved in the purchase of this coverage or the preparation of your claim, and verify your answers with a signed acknowledgment.
- j. Submit to us, within ninety (90) days from the date of loss, unless we extend the time in writing:
 - (1) A signed, sworn proof of loss that states to the best of your knowledge and belief:
 - (a) The time and cause of the loss;
 - (b) Your interest and the interest of all others in the property involved;
 - (c) Any other policies of insurance that may provide coverage for the loss;
 - (d) Any changes in title or occupancy of the property during the **coverage period**; and
 - (e) The amount of your claimed loss.
 - (2) You shall also submit with the proof of loss:
 - (a) The inventory referred to in K.1.f;
 - (b) The records specified in K.1.g. and K.1.h.;
 - (c) Specifications for any damaged building; and
 - (d) Detailed estimates for the repair of any damage.
- k. Cooperate with us in the investigation and adjustment of the loss.

2. Requirements for a Claim, Supplemental Claim or Reopened Claim for Loss or Damage Caused by Hurricane or Windstorm

- a. A claim or reopened claim for loss or damage caused by hurricane or other windstorm is barred unless notice of claim is given to us in accordance with the terms of this Coverage Form within one(1) year after the hurricane first made landfall or a windstorm other than hurricane caused the covered damage. A supplemental claim is barred unless notice of the supplemental claim was given to us in accordance with the terms of the policy within eighteen (18) months after the date of the loss. (Supplemental claim or reopened claim means an additional claim for recovery from us for losses from the same hurricane or other windstorm which we have previously adjusted pursuant to the initial claim.) This provision concerning time for submission of claim, supplemental claim or reopened claim does not affect any limitation for legal action against us as provided in this Coverage Form under the Suit condition, including any amendment to that condition.
- b. Any inspection or survey by us, or on our behalf, of property that is the subject of a claim, will be conducted with at least 48 hours' notice to you. The 48- hour notice may be waived by you.

L. Appraisal

1. If you fail to agree with us on the amount of a loss, either party may demand that the disputed amount be submitted for appraisal. A demand for appraisal will be made in writing within sixty (60) days after our receipt of proof of loss. Each party will then choose a competent and disinterested appraiser. Each party will notify the other of the identity of its appraiser within thirty (30) days of the written demand for appraisal.
2. The two appraisers will choose a competent and disinterested umpire. If the appraisers are unable to agree on an umpire within fifteen (15) days, you or we may petition a judge of a court of record in the state where the covered loss happened, to select an umpire.
3. The appraisers will then set the amount of the loss. If the appraisers submit a written report of an agreement to you and us, the amount they agree on will be the amount of our payment for the loss. If the appraisers fail to agree within a reasonable time, they will submit their differences to the umpire. Written agreement signed by any two of these three will set the amount of loss.
4. Each appraiser will be paid by the party that selects him or her. Other expenses of the appraisal and compensation of the umpire will be paid equally by you and us.

M. Our Option

At our option, we will repair, rebuild or replace damaged **covered property** with other property of like kind and quality within a reasonable period of time. If we elect to repair or replace the **covered property**, we will notify you of that decision within sixty (60) days of our receipt of your proof of loss. We will, at our option, take title to all or any part of the damaged or destroyed property at the agreed or appraised value.

N. Right to Adjust with Owner

1. **Covered losses** will be adjusted with you except as provided in Condition S. Mortgage Holders.
2. If a claim is made for damage to **covered property** of others that you hold, we will have the right to adjust that loss or damage with the owners of that property. Our payment to the owners will fully satisfy any claim of yours for damage to that property.

O. Collection from Others

Payment to you for a **covered loss** will be reduced to the extent you have collected that loss from others.

P. Payment of Loss

We will pay the **covered loss** within:

1. Twenty (20) days after we receive the sworn proof of loss and reach written agreement with you;
2. Thirty (30) days after we receive sworn proof of loss, and:
 - a. There is an entry of a final judgment; or
 - b. There is a filing of an appraisal award with us as provided for in Condition L. Appraisal.
3. Ninety (90) days of receiving notice of an initial, reopened or supplemental claim, unless we deny the claim during that time or factors beyond our control reasonably prevent such payment. If a portion of the claim is denied, then the 90-day time period for payment of claim relates to the portion of the claim that is not denied.

Paragraph 3. applies only to a claim for building or contents coverage if the insured structure is 10,000 square feet or less and the Coverage Form covers only locations in Florida.

Q. Recovered Property

1. If either you or we recover any **covered property** after we have paid for its loss, that party must give the other prompt written notice of the recovery. If we recover the **covered property**, we will return it to you, if you so request. You must then return the amount we paid to you for it.
2. If you recover the **covered property**, you may either keep it or surrender it to us. If you choose to keep it, you must return the amount we paid to you for it.

R. Pair, Set or Parts

1. In the event of a **covered loss** to an article that is part of a pair or set, our payment for that loss will be:
 - a. The cost to repair or replace any part to restore the pair or set to its value before the **covered loss**; or
 - b. The difference between the value of the pair or set before and after the **covered loss**.
2. In no event will the loss of part of a pair or set be regarded as a total loss of the pair or set. When **covered property** consists of several parts, we will pay only for the lost or damaged part.

S. Mortgage Holders

1. We will pay for **covered loss** to buildings or structures to each mortgage holder shown on the Schedule Of Mortgage Holders Or Loss Payees, as their interests may appear.
2. A mortgage holder has the right to receive loss payment even if the mortgage holder has started foreclosure or similar action on the building or structure.
3. If we deny your claim because of your acts or because you have failed to comply with the terms of this Coverage Form, the mortgage holder will still have the right to receive loss payment, up to the amount of their insurable interest, but in no event more than the applicable limit of insurance, if the mortgage holder:
 - a. Pays any premium due under this Coverage Form at our request;
 - b. Submits a signed, sworn proof of loss within sixty (60) days after receiving notice from us of your failure to do so; and
 - c. Has notified us of any change in ownership, occupancy, or substantial change in risk known to the mortgage holder.All terms and conditions of this Coverage Form will then apply directly to the mortgage holder,
4. If we pay the mortgage holder for any **covered loss** and deny payment to you because you have failed to comply with the terms of this Coverage Form:
 - a. The mortgage holder's rights under the mortgage will be transferred to us to the extent of the amount we pay; and
 - b. The mortgage holder's right to recover the full amount of the mortgage claim will not be impaired. In the event of a **covered loss**, we will, at our option, pay the mortgage holder the whole principal of your mortgage plus any accrued interest. In that event, your mortgage and note will be transferred to us, and you will pay your remaining mortgage debt to us.
5. If we cancel or non-renew this Coverage Form, we will give the mortgage holder the same notice we give to you.
6. The term "mortgage holder" includes trustees.

T. Loss Payee

In the event of a **covered loss** to property in which both you and a loss payee have an insurable interest, we will:

1. Adjust the **covered loss** with you; and
2. Make payment for the **covered loss** to you and the loss payee jointly, as their interests may appear.

U. Joint Loss Agreement

In consideration of the continuation of insurance currently carried by the Named Insured Party under this Coverage Form with Insurers' (hereinafter called "The Property Insurers") and the Company writing the Named Insured Party's Boiler and Machinery Policy (hereinafter called "The Boiler Insurers") it is agreed as follows:

1. In the event of an occurrence which both The Property Insurers and The Boiler Insurers agree is insured in whole or in part under both their respective policies of insurance, and in which they further agree with the Named Insured Party in writing as to the total amount payable under both policies, but there is a disagreement as to how much each Insurer shall pay, such loss shall be settled by payment of the full agreed amount thereof to the Named Insured Party, each set of Insurers to contribute the sum for which they admit liability plus an amount equal to one-half of the amount that

is in disagreement between The Property Insurers and The Boiler Insurers.

2. If one-half of the amount that is in disagreement exceeds the remaining amount of liability payable under either policy, each set of Insurers will pay only the sum equal to that remaining amount of liability under said policy.
3. The Named Insured Party will cooperate in furnishing information and technical data as may be required by the Insurers in order that they may determine final apportionment. The Property Insurers and The Boiler Insurers agree with each other to submit questions in dispute to arbitration, and the arbitrators shall be three in number, one of whom shall be appointed by The Boiler Insurers and one of whom shall be appointed by The Property Insurers and the third appointed by consent of the other two, and the decision by the arbitrators shall be subject to appeal to the appropriate court or courts.
4. This agreement does not change any of the terms and conditions of the policies issued to the Named Insured Party by both The Property Insurers and The Boiler Insurers, which shall continue in force until expiration, or until cancelled by the Insurers by giving thirty (30) days written notice to the Named Insured Party, whichever occurs first, or shall continue in force for only as long as the policy issued by The Boiler Insurers similarly expires or is cancelled.

V. Vacancy Provisions

If the building where a **covered loss** occurs has been vacant for more than ninety (90) consecutive days before that loss or damage occurs:

1. We will not pay for any loss or damage caused by any of the following even if they are **perils insured against**:
 - a. Vandalism;
 - b. Sprinkler leakage, unless the system has been protected against freezing;
 - c. Building glass breakage;
 - d. Water damage;
 - e. Theft; or
 - f. Attempted theft.
2. With respect to a **covered loss** other than those listed in 1.a. through 1.f. above, we will reduce the amount we would otherwise pay for the loss or damage by 15%.

SECTION VII - EXTENSIONS OF COVERAGE

If marked with an "X" in the DECLARATIONS, we will not pay more than our proportion of the applicable limit of insurance shown on the **Schedule of the DECLARATIONS** for the following EXTENSIONS OF COVERAGE:

Subject to all terms and conditions of this agreement, the coverage provided by this agreement is extended to apply to a **covered loss** as follows:

A. Accounts Receivable

1. We will pay the following expenses directly resulting from a **covered loss** to your records of accounts receivable at a **covered location**:
 - a. Amounts due to you from customers that you are unable to collect;
 - b. Interest charges on any loan to offset amounts you are unable to collect, pending our payment of those amounts;
 - c. Collection expense above your normal collection expense; and
 - d. Reasonable expenses you incur to re-establish your records of accounts receivable.
2. Amount of Loss
 - a. If you are unable to accurately determine the amount of outstanding accounts receivable at the time of loss, our payment will be calculated in the following manner:
 - (1) Your average monthly accounts receivable amount, based on the twelve (12) months preceding the loss, adjusted for normal fluctuations in the month in which the loss occurs, or for any demonstrated variance for that month.
 - b. The following will be deducted from the total amount of accounts receivable, regardless of the method used to determine that amount:
 - (1) Balances for accounts not damaged or affected by the loss;
 - (2) Amounts of accounts you are able to re-establish and collect;
 - (3) An allowance for bad debts you are not normally able to collect; and
 - (4) All unearned interest and service charges.
3. For the purposes of this extension, the following additional exclusions apply and we will not pay for:
 - a. Any loss that requires an audit or inventory to establish its existence;
 - b. Any fraudulent, dishonest or criminal act done by:
 - (1) Anyone entrusted with the **covered property**, including their employees and agents; or
 - (2) Anyone having an interest in the **covered property**. This exclusion does not apply to the acts of a carrier for hire;
 - c. Bookkeeping, accounting, or billing errors or omissions;
 - d. Wrongful alteration, falsification, manipulation, concealment, destruction, or disposal of records of accounts receivable, committed to conceal the wrongful giving, taking, getting, or withholding of money, securities, or other property; or
 - e. Taxes or Bond revenue.
4. For the purposes of this extension, the following additional conditions apply:
 - a. When you are not open for business, or when you are not actually using them, all records of accounts receivable are to be kept in appropriate, fire-resistant receptacles.
 - b. When records of accounts receivable have been damaged or destroyed, you must use all reasonable efforts, including legal action if necessary, to obtain collection of any outstanding accounts receivable, and we will pay such costs and expenses of obtaining collection to the extent they reduce your loss.
 - c. When records of accounts receivable have been damaged or destroyed, you will use any property or service owned or controlled by you or obtainable from other sources in order to reduce your loss.

B. Animals

1. We will pay for all owned animals killed in a **covered loss** at a **covered location** by a **specified peril**. We will also pay for the in-line of duty death of a certified police canine or other specially trained animals or horses owned by you.
2. Coverage includes retraining expenses.
3. Your deductible for this extension is the lower of \$500 or the amount shown in the DECLARATIONS.
4. No veterinary costs are included in this extension.

C. Buildings Under Construction

1. We will pay for a **covered loss** to your buildings that are under construction. Your schedule must indicate any ongoing or intended construction projects.
2. Buildings Under Construction include:
 - a. New buildings being erected at a **covered location**;
 - b. Additions to any buildings already covered under this Coverage Form;
 - c. Renovations to any buildings included in the schedule; or
 - d. New buildings being erected at sites other than a **covered location**, subject to a maximum final contract value any one construction project limit of USD 1,000,000.

D. Debris Removal Expense:

1. We will pay for the expense to remove debris from a **covered loss** at a **covered location**. We will only pay these expenses if we receive written notice as soon as reasonably possible of the **covered loss** and if these expenses are reported to us in writing within one hundred and eighty (180) days of the date of the **covered loss** or the end of the **coverage period**, whichever is earlier.
2. We will pay for expenses to remove from covered locations storm blown debris of property not covered by this Coverage Form, excluding trees, timber, shrubs, or landscaping originating from your location(s).
3. Debris removal expense does not include any costs to clean up or remove:
 - a. **Pollutants**;
 - b. Asbestos; or
 - c. Debris in or on easements, right-of-ways, streets, roads, water or beaches that are not **covered locations**.

E. Demolition Cost, Operation of Building Laws and Increased Construction Cost:

1. In the event of a **covered loss**, we will pay:
 - a. Demolition Cost:

The cost incurred to demolish all or part of your covered **real property**, including the cost to clear the site, if any law or ordinance that exists at the time of loss requires such demolition.
 - b. Operation of Building Laws:

The cost you incur to rebuild at the same location any undamaged part of your **real property**, which is required by law to be demolished after a **covered loss**. We will only pay the costs to satisfy the minimum requirements of the applicable law or ordinance that exist at the time of the loss.
 - c. Increased Construction Cost:

The increased cost you incur for materials and labor required to rebuild the damaged portion of your **real property** at the same location and in a manner that satisfies the minimum requirements of the applicable law or ordinance existing at the time of the loss.
 - d. We will not pay for any:
 - (1) Of these costs unless they are incurred within two (2) years from the date of loss.
 - (2) Loss due to any law or ordinance that:

- (a) You were required to comply with before the loss, even if the building was undamaged; and
 - (b) You failed to comply with.
- (3) Cost of demolition, abatement, removal, cleanup, debris removal, repair, monitoring or testing, increased cost of repair or other cost resulting from enforcement of any such law or ordinance which relates to **pollution**.

F. Duty to Defend:

1. We will defend that part of any suit against you involving **personal property** of others when all of the following conditions exist:
 - a. The suit seeks payment for physical loss or damage to the **personal property** of others; and
 - b. The physical loss or damage is caused by a **peril insured against**; and
 - c. The physical loss or damage takes place while the **personal property** of others is in your custody; and
 - d. The **personal property** of others is the type of property covered by this Coverage Form.
2. We will do so even if such suit is groundless, false or fraudulent, but we may, without prejudice, make such investigation, negotiation and settlement of any claim or suit, as we deem appropriate.

G. Errors and Omissions

1. It is a material requirement of this agreement that the Named Insured Party accurately report the values of the property for which it seeks coverage at the locations within the Coverage Form territory where that property is located. Subject to this requirement, we will not preclude coverage for damage at a particular location where the Named Insured Party or its producer made an error or unintentional omission:
 - a. In the description or location of item(s) of property in the most recent **Schedule of DECLARATIONS** or documentation submitted to and accepted by us, provided that the item is the type covered under the Coverage Form and the error or omission is not greater than the limit set forth in the DECLARATIONS.
 - b. In the **Schedule of DECLARATIONS** so that the report omitted a location owned or occupied by the Named Insured Party at the inception date.
2. Any such error or unintentional omission shall be reported promptly on discovery and additional premium paid from Coverage Form inception. The limit shown in the DECLARATIONS is the maximum amount of indemnity for any **occurrence**. This coverage does not apply to **inland marine**, automobile or if coverage is found in whole or in part elsewhere in this agreement.

H. Expediting Expenses:

1. We will pay, in the event of a **covered loss**, for the reasonable extra costs of temporary repair to **covered property** or of expediting the permanent repair or replacement of that property, whichever is less. These expenses include overtime wages and extra costs for express or other rapid means of transportation.
2. We will not pay for temporary rental of property or temporary replacement of damaged property.

I. Fire Department Charges:

We will pay charges you incur when an outside fire department is called to save or protect **covered property** from a **covered loss**.

J. Fungus Cleanup Expense:

1. We will pay when **fungus**, wet or dry rot, or bacteria results from one or more of the following causes that occurs during the **coverage period** and only if all reasonable means were used to save and preserve the property from further damage at the time of and after that **occurrence**, and only if any loss resulting from the following is reported to **us** within sixty (60) days of the **occurrence**:
 - a. A **covered loss** other than fire or lightning; or
 - b. **Flood**, if **flood** coverage applies to the affected premises.
2. Under conditions described in 1. above, we will pay for loss or damage by **fungus**, wet or dry rot or bacteria. As used in this coverage, the term "damage" means:

- a. Direct physical loss or damage to **covered property** caused by **fungus**, wet or dry rot or bacteria, including the cost of removal of **fungus**, wet or dry rot or bacteria;
 - b. The cost to tear out and replace any part of the building or other **covered property** as needed to gain access to the **fungus**, wet or dry rot or bacteria; and
 - c. The cost of testing performed after removal, repair, replacement or restoration of the damaged property is completed, provided there is a reason to believe that **fungus**, wet or dry rot or bacteria are present.
3. Regardless of the number of claims, the limit shown in the DECLARATIONS is the most we will pay for the total of all loss or damage arising out of all **occurrences** which take place during the **coverage period**. We will not pay more than this amount even if the **fungus**, wet or dry rot or bacteria continues to be present or active, or recurs, in a later **coverage period**.
 4. The coverage provided under this Coverage Form does not extend the available coverage at a location beyond the amount scheduled for that location.
 5. **Fungus** Cleanup Expense does not include any costs to clean up or remove **pollutants**.
 6. **Fungus** Cleanup Expense will be considered part of the original **occurrence**, and no separate deductible will apply.

K. Lawns, Plants, Trees or Shrubs:

1. We will pay for a **covered loss** to lawns, plants, trees and shrubs at a **covered location** from a **specified peril**.
2. We will not pay more than the lesser of the following:
 - a. The applicable limit of insurance shown in the DECLARATIONS on the Extension of Coverages Schedule; or
 - b. The amount of the total value of the building and contents at that **covered location**.

L. Leasehold Interest

1. We will pay for loss of covered leasehold interest you sustain due to the cancellation of your lease. The cancellation must result from a **covered loss** to a **covered location**. Covered leasehold interest means the following:
 - a. The difference between:
 - (1) The rent you pay at the described premises including taxes, insurance, janitorial or other service that you pay for as part of the rent; and
 - (2) The rental value of the described premises that you lease.
2. The most we will pay for loss because of the cancellation of any one lease is your covered leasehold interest at the time of loss. Your covered leasehold interest decreases automatically each month. A proportionate share applies for any period of time less than a month.

M. Air Conditioning Systems

We provide coverage when your business is necessarily wholly or partially interrupted by direct physical loss of or damage by a **peril insured against** to the air conditioning or electrical systems which are necessary for the operation of **covered property** and results in a reduction or suspension of your business.

N. **New Locations** (anywhere except Monroe County)

1. We will pay for insured physical loss or damage to a **new location** you acquire during the **coverage period** except in Monroe County. Coverage under this extension will end upon the earliest of the following:
 - a. Sixty (60) days after the date of acquisition;
 - b. When you report values described in paragraph 2. below to us; or
 - c. When this Coverage Part terminates.
2. For the newly acquired location to be added to this Coverage Part, you must submit to us a written report stating the location, occupancy, full replacement cost, including **business income** and any other time element values for that location, and any other coverages that may be in force at the **new location** within sixty (60) days of the date of acquisition.
3. If we receive from you the report described in paragraph 2. above and it is completed to our satisfaction, the **new location** will then be covered under the **real property** coverage in this Coverage Form. Additional premium will apply to the **new location**.
4. This extension does not apply to **real property** newly constructed by you during the **coverage period**.
5. Coverage for **new locations** located in Monroe County are on a prior submit basis only.

O. **Personal Property** of Employees:

1. We will pay for physical loss by a **peril insured against** to the **personal property** (other than automobiles) of your employees when such property is at a **covered location** or being used by the employee in the course of employment.
2. We will not pay for any loss to such property that occurs at the employee's residence.
3. With respects to this extension, volunteers are not considered employees and there is no coverage for **personal property** of volunteers.

P. **Pollution Cleanup Expense**:

1. We will pay to remove **pollutants** from **covered property** at a **covered location** if the **pollution** results from a **specified peril**.
2. If **pollution** results from a **peril insured against**, we will pay:
 - a. To remove **pollutants** from land, soil, surface or ground water upon, within, beneath or comprising a **covered location**; or
 - b. For testing performed in the course of extracting the **pollutants** from **covered locations**.
3. We will pay for removal or testing after a **covered loss** that occurs during the **coverage period**.
4. We will only pay these expenses if we receive immediate written notice of the **covered loss** and if these expenses are reported to us in writing within one hundred and eighty (180) days of the date of the **covered loss** or the end of the **coverage period**, whichever is earlier.

Q. **Professional Fees**:

1. We will pay for the reasonable costs you incur, for auditors, architects, engineers, accountants or other professionals and the cost of using your employees who undertake to accurately determine the details of your business in order to determine the extent of a **covered loss** payable under this Coverage Form for which we have accepted liability.
2. Professional fees do not include:
 - a. Any fees or expenses of attorneys;
 - b. Any fees or expenses of public adjusters or any of their subsidiaries or associated entities; or
 - c. Fees based on a contingency.

R. **Recertification of Equipment**

We will pay the necessary costs or expenses you incur to recertify portable fire fighting, ambulance or rescue-related scheduled **inland marine** you own, when such equipment is damaged in a **covered loss**.

S. Service Interruption Coverage

1. In the event a cause of loss of the type covered hereunder directly causes damage to off-premises utility and power stations, substations, transformer or switching or pumping stations (including off-premises poles, towers, but excluding overhead transmission and distribution lines more than 1,000 feet from the premises of the Named Insured Party), we will pay for damage to **covered property** at a **covered location** directly resulting from interruption of electricity, steam, water, natural gas, refrigeration, fuel or from the lack of outgoing sewerage service.
2. However, we will not pay for any direct physical loss due to any interruption of service from a satellite, regardless of cause.

T. Transit:

We will pay for physical loss to your covered **personal property** or **inland marine** while in transit, including your covered **personal property** in the custody of messengers or salespeople.

U. Vehicles as Scheduled Property

We will pay for physical loss to your vehicles, when damaged by a **covered loss**, regardless of the location. The **named storm** deductible applies per vehicle rather than per location.

V. Preservation of Property

In the event of any actual or imminent physical loss or physical damage of the type insured against by the Coverage Form, the cost or expenses incurred in taking reasonable and necessary measures for the temporary protection and/or preservation of **covered property** shall be added to the total physical loss and/or physical damage amount, if any, otherwise payable under this Coverage Form but without increasing the applicable limits or sub-limits of insurance stated in the Coverage Form.

W. Property at Miscellaneous Unnamed Locations

Subject to the terms, conditions and limitations of the Coverage Form, the Insurers agree that this insurance is extended to apply to the Named Insured Party's interest in **covered property** at any miscellaneous unnamed locations within the Coverage Form Territory.

X. Piers, Docks and Wharves as Scheduled Property

We will pay for physical loss to your scheduled piers, docks and wharves when damaged by a **covered loss**.

Y. Money and Securities

We will pay for physical loss, damage or destruction of Money and/ or Securities.

Z. Exhibitions, Fair or Trade Shows

1. We will pay for physical loss or damage to your stock and general contents while at any exhibition, fair or trade show including while in direct transit to and from the exhibition, fair or trade show venue when damaged by a peril insured against.
2. This extension does not cover:
 - a. **Computer System** property which is not permanently secured to and fully integrated into an exhibit or exhibit stand;
 - b. Fine art; or
 - c. Damage to property insured while in or on an unattended vehicle.

AA. Glass and Sanitary Fittings Extension

1. We will pay for the costs of repair or replacement in the event of breakage of glass or sanitary fittings by a **peril insured against**.
2. The basis of the claim settlement shall be the value of the glass or sanitary fittings or at our option its repair, replacement or reinstate.
3. We will also pay:

- a. For damage to frames or framework which has to be removed to replace the glass;
 - b. For the cost of necessary boarding-up and the provision of a temporary door, consequent upon the breakage of glass; and
 - c. For damage to goods displayed provided such damage was not a direct result of theft or attempted theft.
4. We will not pay for:
- a. Breakage arising directly from alteration to or repair or restoration of the premises;
 - b. Breakage of glass or sanitary fittings;
 - (1) Already damaged at inception of the **coverage period**;
 - (2) Forming part of your stock in trade;
 - c. Scratching or chipping of glass unless it extends through the complete fabric of the glass;
 - d. Breakage caused by wear and tear, any gradually operating cause or the costs of maintenance;
 - e. Breakage in respect of any unoccupied building;
 - f. Breakage of bulbs or tubes unless consequent upon damage to neon or illuminated signs;
 - g. Breakage caused by mechanical or electrical breakdown or the application of electrical energy; or
 - h. The applicable deductible for each and every loss arising hereunder.

BB. Ingress/Egress

1. This Coverage Form covers the actual loss sustained and extra expense incurred by you due to the necessary interruption of your business due to prevention of ingress to or egress from a **covered location**, whether or not your premises or property is damaged, provided that such prevention is a direct result of physical damage of the type insured by this Coverage Form, to the kind of property not excluded by this Coverage Form situated within one mile of the **covered location**.
2. We do not insure loss resulting from:
 - a. Lack of incoming or outgoing service consisting of electric, fuel, gas, water, steam, refrigerant, sewerage and voice, **Data** or video.
 - b. Picketing or other action by strikers except for physical damage not excluded by this Coverage Form.
3. This Coverage Form does not provide coverage under this extension for more than forty-five (45) consecutive days.

CC. Lock and Key Replacement

1. This Coverage Form covers the reasonable and necessary costs incurred by you to pay for replacing locks and keys to safes, alarms and outside doors of any insured building at a **covered location**, following theft or attempted theft or loss of keys.
2. This Coverage Form does not cover theft or attempted theft from the insured building except as a result of violent and forcible entry to the insured building.

DD. Tracks and Fields

We will pay for a physical loss to **tracks and fields** at a **covered location** from a **specified peril**.

EE. Awnings, Gutters and Downspouts

1. We will pay for loss to your awnings, gutters and downspouts when damaged by a **covered loss**.
2. Awnings, gutters and downspouts, are not covered under this Coverage Form for loss or damage due to wind, freezing, thawing, ice, snow or sleet;
3. Awnings, gutters or downspouts are excepted from item 2. above, when:
 - a. The awnings, gutters and downspouts are attached to a single premises; and
 - b. The same single premises incurs the greater portion of the total damages.

SECTION VIII – DEFINITIONS

- A. **Accident** means a fortuitous event that causes direct physical damage to **covered equipment**. The event must be one of the following:
1. Mechanical breakdown, including rupture or bursting caused by centrifugal force;
 2. Artificially generated electric current, including electrical arcing, that damages electrical devices, appliances or wires;
 3. Explosion, other than combustion explosion, of steam boilers, steam piping, steam engines or steam turbines;
 4. An event inside steam boilers, steam pipes, steam engines or steam turbines that damages such equipment;
 5. An event inside hot water boilers or other heating equipment that damages such equipment; or
 6. Bursting, cracking or splitting.
- B. **Actual cash value** means **replacement cost** less deduction for depreciation.
- C. **Additional expense** means **necessary expenses** you incur during the **period of restoration** that you would not have incurred if there had been no direct physical loss or damage to property. Coverage pertains to expenses (other than the expense to repair or replace property) which are incurred to:
1. Avoid or minimize the suspension of business and to continue operations at the described premises or at replacement premises or temporary locations, including relocation expenses and costs to equip and operate the replacement location or temporary location; and
 2. Minimize the suspension of business if you cannot continue operations.
- D. **Business income** means:
1. Net Income (net profit or loss before income taxes) that would have been earned or incurred; and
 2. Continuing normal operating expenses incurred, including payroll, less any sum saved during the **period of restoration** in respect of charges and expenses which may cease or be reduced as a consequence of the **covered loss**.
- E. **Catastrophic Ground Cover Collapse** means geological activity that results in all of the following:
1. The abrupt collapse of the ground cover;
 2. A depression in the ground cover clearly visible to the naked eye;
 3. **Structural damage** to the building, including the foundation; and
 4. The insured structure being condemned and ordered to be vacated by the governmental agency authorized by law to issue such an order for that structure.
- However, damage consisting merely of the settling or cracking of a foundation, structure or building does not constitute loss or damage resulting from a **catastrophic ground cover collapse**.
- F. **Computer System** means:
1. any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility,
- owned or operated by the Insured or any other party.
- G. **Coverage period** means the time during which coverage is provided by this Coverage Form.

- H. **Covered equipment** means the following unless specified otherwise in an endorsement to this Coverage Form:
1. Equipment at a **covered location** that generates, transmits or utilizes energy including electronic communications and **Computer System**; and
 2. Equipment at a **covered location** which, during normal usage, operates under vacuum or pressure, other than the weight of its contents.
- I. **Covered location** means those locations shown on the **Schedule of the DECLARATIONS**, or on the schedule of any endorsement to this Coverage Form.
- J. **Covered loss** means physical loss to **covered property** at a **covered location** resulting from a **peril insured against** by this Coverage Form.
- K. **Covered property** means property covered by this Coverage Form.
- L. **Cyber Act** means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **Computer System**.
- M. **Cyber Incident** means:
1. any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer System**; or
 2. any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **Computer System**.
- N. **Cyber Loss** means any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any **Cyber Act** or **Cyber Incident** including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any **Cyber Act** or **Cyber Incident**.
- O. **Data** means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a **Computer System**.
- P. **Data Processing Media** means any property insured by this Coverage Form on which **Data** can be stored but not the **Data** itself.
- Q. **Earth movement** means:
1. Whether natural or man-made, includes but is not limited to:
 - a. Earthquake;
 - b. Landslide;
 - c. Mudflow;
 - d. Sinking, rising or shifting of the earth, other than **catastrophic ground cover collapse** or **sinkhole loss**;
 - e. Mudslide;
 - f. Rockslide; and
 - g. **Volcanic activity**.
 2. However, physical damage by fire, explosion or sprinkler leakage resulting from **earth movement** will not be considered to be loss by **earth movement** within the terms and conditions of this Coverage Form. **Earth movement** does not include **sinkhole loss** or **catastrophic ground cover collapse**. Further, this Coverage Form does not insure against **sinkhole loss** as defined in Florida law unless an endorsement for **sinkhole loss** is made part of this Coverage Form. However, if **sinkhole loss** causes **catastrophic ground cover collapse**, coverage is provided for the resulting **catastrophic ground cover collapse** even if an endorsement for **sinkhole loss** is not made part of this Coverage Form.

- R. **Effective date** means the day and time at which the coverage provided by this Coverage Form begins.
- S. **Flood** means: rising waters; waves; tide or tidal water; the release of water, the rising, overflowing or breaking of boundaries of natural or man-made bodies of water; or the spray therefrom, surface waters or sewer back-up resulting from any of the foregoing. However, the following are not considered to be loss by **flood** within the terms and conditions of this Coverage Form:
1. Physical damage by fire, explosion or sprinkler leakage resulting from **flood**.
 2. Physical damage by wind driven water and/or storm surge associated with or occurring in conjunction with a **named storm**.
- T. **Flood Zone A** means property wholly or partially within an area designated as such on a FEMA Flood Insurance Rate Map or a Flood Hazard Boundary Map. Flood Zone A will include, but not be limited to, all of the sub-classifications of AO, AH, AE, AR, A1 through A30 and A99, or any other sub-classification with the A prefix or designation.
- U. **Flood Zone V** means property wholly or partially within an area designated as such on a FEMA Flood Insurance Rate Map or a Flood Hazard Boundary Map. Flood Zone V will include, but not be limited to, all of the sub-classifications of VO, VH, VE, VR, V1 through V30 and V99, or any other sub-classification with the V prefix or designation.
- V. **Fungus** means any type or form of **fungus**, including mold or mildew, and any mycotoxins, spores, scents or by-products produced or released by fungi.
- W. **Inland Marine** means scheduled:
1. Communications Equipment - Your stationary or portable communications equipment while at your **covered location** or away from your **covered location** during authorized use.
 2. Contractor's/Mobile Equipment – Your stationary or portable machinery and tools while at your **covered location** or away from your **covered location** during authorized use.
 3. **Computer Systems** - Your programmable electronic equipment that is used to store, retrieve and process **Data**, as well as associated peripheral equipment that provides communication including input and output functions such as printing, or auxiliary functions such as **Data** transmission.
 4. Emergency Service Portable Equipment – Your portable firefighting, ambulance or rescue related equipment, excluding aircraft and watercraft.
 5. Fine Arts – Your art, sculptures, rarities, or antiques, owned by you or in your care, custody and control.
 6. Other Inland marine - Your outdoor radio or television antennas, streetlights, traffic control lights and signs, flagpoles, outdoor signs, markers, fire hydrants, parking meters and other portable equipment not otherwise classified.
 7. Rented, Borrowed or Leased Equipment – Items in your care, custody or control that you assume responsibility for through a formal arrangement.
 8. Valuable Papers - Your books of account, manuscripts, abstracts, drawings, card index systems, film, tape, disc, drum or, cell. We will pay for the cost of research, up to the scheduled limit, due to a loss of valuable papers caused by a covered cause of loss.
- X. **Limits of insurance** means the maximum amount we will pay for a **covered loss**.
- Y. **Named storm** means the direct action of wind, including wind driven water and storm surge when associated with or occurring in conjunction with a storm or weather disturbance which is named by the National Weather Bureau, National Hurricane Center or any other recognized meteorological authority. All **named storm** events that occur within a continuous seventy-two (72) hour period will be considered a single

occurrence.

- Z. **Necessary expenses** means reasonable expenses in excess of normal operating expenses, you incur in reducing your loss of **business income**. We will not pay more than we would pay if you had been unable to make up lost production or continue operations or services.

AA. **New locations** means:

1. **Real property**, you purchase or rent including **personal property** at that location;
 2. **Real property** you begin to build; or
 3. **Inland marine** you purchase;
- after the **effective date** of this Coverage Form.

BB. **Occurrence** means a sudden, identifiable, fortuitous event that results in a **covered loss** or series of events directly resulting from a **covered loss**.

CC. **Over the road coverage** means while the vehicle is being driven or is in the course of travelling from one location to another.

DD. **Peril(s) insured against** means risk of direct physical loss or damage from any cause except as excluded within the Coverage Form.

EE. **Period of restoration** means:

1. For buildings and equipment, the period of time which:
 - a. Starts at the time of a **covered loss**; and
 - b. Ends when using reasonable speed the building and equipment could be:
 - (1) Repaired or replaced; and
 - (2) Made ready for operations;Under the same or equivalent physical and operating conditions that existed prior to the damage.
2. For buildings under construction:
 - a. We will apply the time period defined in 1. above to the level of business that would have been reasonably achieved after construction and startup would have been completed had no physical damage happened; and
 - b. We will give consideration to the actual experience of the business after completion of the construction and start-up.
3. For stock in-process and mercantile stock, including finished goods not manufactured by you, the time required using reasonable speed:
 - a. To restore stock in process to the same state of manufacture which existed at the beginning of the interruption of production or suspension of business operations or services; and
 - b. To replace physically damaged mercantile stock.
4. For raw materials and supplies, the period of time:
 - a. Of actual interruption of production or suspension of operation or services which resulted from your inability to get suitable replacement raw materials and supplies to replace similar ones damaged; but
 - b. Limited to that period for which the damaged raw materials and supplies would have satisfied operating needs.
5. The time required using reasonable speed to copy physically damaged or exposed film, records, manuscripts and drawings from backup or from originals of a previous generation. This time does not include research, engineering or any other time necessary to restore or recreate lost information.
6. The time required using reasonable speed to restore the physically damaged or destroyed **Data**, or **Data Processing Media**. This time does not include research engineering or any other time necessary to restore or recreate lost information.
7. The **period of restoration** does not include any additional time due to your inability to resume operations

for any reason, including but not limited to:

- a. Making changes to equipment;
 - b. Making changes to the buildings, or structures, except as provided In the Demolition Cost, Operation of Building Laws and Increased Construction Cost provision if coverage is shown in the Property DECLARATIONS, under the Extensions of Coverage Schedule;
 - c. Restaffing or retraining employees; or
 - d. Any law or ordinance that requires testing, monitoring, clean up, removal, decontamination, treatment, detoxification or neutralization of, or any other response to **pollution** or **pollutants**.
8. The expiration of this Coverage Form will not terminate the **period of restoration**. The **period of restoration** will not exceed twenty-four (24) months from the date of loss and will not be limited by the expiration of this Coverage Form.

FF. **Personal property** means:

1. Personal property you own;
2. Improvements and betterments you have made in buildings you do not own; and
3. Your legal liability to the owner of personal property in your custody for physical damages to that property resulting from a **peril insured against** under this Coverage Form.

GG. **Pollutants** means any solid, liquid, gaseous or thermal irritant or contaminant, including, but not limited to, smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. "Waste" includes, but is not limited to, materials to be recycled, reconditioned or reclaimed. However, **pollutants** does not include ammonia or asbestos.

HH. **Pollution** means the presence, discharge, dispersal, seepage, migration, release or escape of any **pollutants**.

II. **Property in the open** means:

1. Fixtures, including outdoor fixtures;
2. Permanently installed outdoor machinery and equipment;
3. Outdoor furniture;
4. Outdoor open air pavilions;
5. Permanently installed outdoor recreational courts, nets, goals, bleachers, benches and playground equipment.

Property in the open does not include buildings, structures or **real property** within 1,000 feet of property on the **Schedule of the DECLARATIONS**; or shown on the statement of values that you provide **us**, the function of which is unrelated to or not incidental to the normal operation of property on the **Schedule of the DECLARATIONS**; or shown on the statement of values that you provide **us**.

JJ. **Real property** means buildings and any other structure, including:

1. Attached additions, extensions, permanent fittings or fixtures;
2. Machinery and equipment used to service the buildings;
3. Yard fixtures.

KK. **Replacement cost** means the cost to replace **covered property**:

1. With new materials of like kind and quality and used for the same purpose; and
2. At the location where the loss happened.

But **replacement cost** excludes any increased cost of repair or reconstruction by reason of any law or ordinance regulating construction, repair or use.

LL. **Schedule of the DECLARATIONS** is the schedule of values reported to and on file with **us**, or attached to this Coverage Form and the limits and sub-limits shown in the DECLARATIONS.

MM. **Sinkhole activity** means settlement or systematic weakening of the earth supporting the covered building, only if the settlement or systematic weakening results from contemporaneous movement or raveling of soils, sediments, or rock materials into subterranean voids created by the effect of water on a limestone or similar rock formation.

NN. **Sinkhole loss** means **structural damage** to the covered building, including the foundation, caused by **sinkhole activity**.

OO. **Specified perils** means direct physical loss or damage caused by or resulting from:

1. Fire;
2. Lightning;
3. Aircraft;
4. Explosion, except for watercraft while in the water;
5. Riot;
6. Civil commotion;
7. Smoke;
8. Vehicles;
9. Windstorm or hail to property contained in any building;
10. Malicious mischief;
11. Leakage or accidental discharge from automatic fire protection system;
12. Collapse, except for watercraft while in the water;
13. Theft, except for watercraft while in the water; or
14. **Catastrophic Ground Cover Collapse**.

PP. **Structural damage** means a covered building, regardless of the date of its construction, has experienced the following:

1. Interior floor displacement or deflection in excess of acceptable variances as defined in ACI 117-90 or the Florida Building Code, which results in settlement related damage to the interior such that the interior building structure or members become unfit for service or represent a safety hazard as defined within the Florida Building Code;
2. Foundation displacement or deflection in excess of acceptable variances as defined in ACI 318-95 or the Florida Building Code, which results in settlement related damage to the primary structural members or primary structural systems that prevents those members or systems from supporting the loads and forces they were designed to support to the extent that stresses in those primary structural members or primary structural systems exceed one and one-third the nominal strength allowed under the Florida Building Code for new buildings of similar structure, purpose, or location;
3. Damage that results in listing, leaning, or buckling of the exterior load bearing walls or other vertical primary structural members to such an extent that a plumb line passing through the center of gravity does not fall inside the middle one-third of the base as defined within the Florida Building Code;
4. Damage that results in the building, or any portion of the building containing primary structural members or primary structural systems, being significantly likely to imminently collapse because of the movement or instability of the ground within the influence zone of the supporting ground within the sheer plane necessary for the purpose of supporting such building as defined within the Florida Building Code; or
5. Damage occurring on or after October 15, 2005, that qualifies as substantial **structural damage** as defined in the Florida Building Code.

QQ. **Tracks and Fields** means grounds specifically constructed and maintained for athletic activities, including artificial field turf. Tracks and Fields do not include playground equipment, grandstands, fences, signs, light poles, score boards or other installed equipment.

RR. **Volcanic activity** means loss to **covered property** directly resulting from:

1. Airborne volcanic blast or shockwaves;
2. Ash, dust, or particulate matter all resulting from volcanic blast; and
3. Lava flow.

All **volcanic activity** resulting from eruptions occurring within any 168 hour period will constitute a single **occurrence**.

SS. **Watercraft** means your own scheduled vessels not exceeding 26 feet in overall length, designed for operation in or on any waterway, for **specified perils** only, excluding collision with another object.

TT. **Wind** means the direct action of the movement of air at any velocity including any substance driven by the movement of the air.

SECTION IX - GENERAL CONDITIONS

This Coverage Form and applicable endorsements are subject to the following conditions:

A. CANCELLATION

1. The Named Insured Party(ies) shown in the DECLARATIONS may cancel this Coverage Form by mailing or delivering to us advance written notice of cancellation.
2. If this Coverage Form has been in effect for 90 days or less:
 - a. we may cancel this Coverage Form by mailing or delivering to the first Named Insured Party 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) 90 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 us.
 - b. We may not cancel:
 - (1) On the basis of property insurance claims that are the result of an act of God, unless we can demonstrate, by claims frequency or otherwise, that you have failed to take action reasonably necessary as requested by us to prevent recurrence of damage to the **covered property**; or
 - (2) Solely on the basis of a single property insurance claim which is the result of water damage, unless we can demonstrate that you have failed to take action reasonably requested by us to prevent a future similar occurrence of damage to the **covered property**.
3. If this Coverage Form has been in effect for more than 90 days:
 - a. We may cancel this Coverage Form only for one or more of the following reasons:
 - (1) Nonpayment of premium;
 - (2) The Coverage Form was obtained by a material misstatement;
 - (3) In the event of failure to comply, within 90 days after the effective date of coverage, with underwriting requirements established by us before the effective date of coverage;
 - (4) There has been a substantial change in the risk covered by the Coverage Form;
 - (5) The cancellation is for all insureds under such policies for a given class of insureds;
 - (6) On the basis of property insurance claims that are the result of an act of God, if we can demonstrate, by claims frequency or otherwise, that you have failed to take action reasonably necessary as requested by us to prevent recurrence of damage to the **covered property**;
 - (7) On the basis of a single property insurance claim which is the result of water damage, if we can demonstrate that you have failed to take action reasonably requested by us to prevent a future similar occurrence of damage to the **covered property**; or
 - (8) The cancellation of some or all of our policies is necessary to protect the best interests of the public or policyholders and such cancellation is approved by the Florida Office of Insurance Regulation.
 - b. We will mail or deliver to the first Named Insured Party written notice of cancellation, accompanied by the specific reasons for cancellation, at least:
 - (1) 10 days before the effective date of cancellation if cancellation is for nonpayment of premium;
 - (2) 45 days before the effective date of cancellation if cancellation is for one or more of the reasons stated in Paragraphs 3.a.(2) through 3.a.(8) above.
4. We will mail or deliver our notice to the first Named Insured Party at the last mailing address known to us.
5. Notice of cancellation will state the effective date of cancellation. The **coverage period** will end on that date.
6. If this Coverage Form is cancelled, we will send the first Named Insured Party any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured Party cancels, the refund may be less than pro rata. If the return premium is not refunded with the notice of cancellation or when this Coverage Form is returned to us, we will mail the refund within 15 working days after the date cancellation takes effect.

The cancellation will be effective even if we have not made or offered a refund.

7. If notice is mailed, proof of mailing will be sufficient proof of notice.
8. Failure of the Insured Party(ies) to make timely payment of premium shall be considered a request by the Named Insured Party(ies) to cancel this Coverage Form; provided, however, such cancellation shall be rescinded if the Named Insured Party remits the full premium within 10 days after the date of issuance of the cancellation notice.

B. CHANGES

1. This Coverage Form contains all the agreements between you and us concerning the coverage afforded. The Named Insured Party(ies) shown in the DECLARATIONS is not authorized to make changes in the terms of this Coverage Form without our consent.
2. This Coverage Form's terms can be amended or waived only by endorsement issued by us and made a part of this Coverage Form.

C. EXCESS INSURANCE/REINSURANCE

1. If any terms, limits, deductibles, coverage and/or conditions of this Coverage Form are affected throughout the coverage period, this Coverage Form may be endorsed to reflect those changes.

D. CONTROL OF PROPERTY

Any act or neglect of any person other than you beyond your direction or control will not affect this Coverage Form.

E. COORDINATION OF COVERAGES

In the event a single claim or suit triggers coverage under more than one coverage part, the most we will pay is the greater of the applicable limit or sublimit from either coverage part, subject to that coverage part's deductible or Self Insured Retention.

F. EXAMINATION OF YOUR BOOKS AND RECORDS

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

G. INSPECTIONS AND SURVEYS

1. We have the right but are not obliged to:
 - a. Make inspections and surveys at any time;
 - b. Give you reports on the conditions we find; and
 - c. Recommend changes.
2. Any inspections, surveys, reports or recommendations 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. 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.
4. This condition applies not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

H. OTHER COVERAGE OR INSURANCE

You may have other coverage or insurance subject to the same plan, terms, conditions and provisions as the coverage under this Coverage Form. If you do, we will pay our share of the **covered loss** or damage. Our share is the proportion that the **limit of insurance** of our Coverage Form bears to the total of the limits of all the

coverages covering on the same basis.

I. PREMIUMS

The Named Insured Party 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.

J. SUBROGATION

1. In the event of any payment under this Coverage Form, we shall be subrogated to all of your rights of recovery therefore against any person or organization, and you shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights.
2. You shall not act (or fail to act, as the case may be) in any manner that will prejudice our subrogation rights.

K. TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS COVERAGE FORM

Your rights and duties under this Coverage Form may be transferred. If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That person or organization must do everything necessary to secure our rights and must do nothing after loss to impair them. But you may waive your rights against another party in writing:

1. Prior to a loss.
2. After a loss only if, at time of loss, that party is one of the following:
 - a. Someone insured by this insurance;
 - b. A business firm:
 - (1) Owned or controlled by you; or
 - (2) That owns or controls you; or
 - c. Your tenant.

This will not restrict your insurance.

L. NONRENEWAL

1. If we decide not to renew this Coverage Form, we will mail or deliver to the first Named Insured Party written notice of nonrenewal, accompanied by the specific reason for nonrenewal, at least 45 days prior to the expiration of the Coverage Form.
2. Any notice of nonrenewal will be mailed or delivered to the first Named Insured Party at the last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.
3. We may not refuse to renew this Coverage Form:
 - a. On the basis of property insurance claims that are the result of an act of God, unless we can demonstrate, by claims frequency or otherwise, that you have failed to take action reasonably necessary as requested by us to prevent recurrence of damage to the **covered property**;
 - b. On the basis of filing of claims for **sinkhole loss**. However, we may refuse to renew this Coverage Form if:
 - (1) The total of such property insurance claim payments for this Coverage Form equals or exceeds the limits in effect on the date of loss for property damage to the covered building; or
 - (2) You have failed to repair the structure in accordance with the engineering recommendations upon which any loss payment or policy proceeds were based; or
 - c. Solely on the basis of a single property insurance claim which is the result of water damage, unless we can demonstrate that you have failed to take action reasonably requested by us to prevent a future similar occurrence of damage to the **covered property**.
4. Notwithstanding the provisions of Paragraph K.3., we may refuse to renew this Coverage Form if this Coverage Form includes **sinkhole loss** coverage. If we nonrenew this Coverage Form for purposes of removing **sinkhole loss** coverage, pursuant to section 627.706, Florida Statutes, we will offer you a Coverage Form that includes **catastrophic ground cover collapse** coverage.

5. Notwithstanding the provisions of Paragraph K.3., we may refuse to renew this Coverage Form if nonrenewal of some or all of our policies is necessary to protect the best interests of the public or policyholders and such nonrenewal is approved by the Florida Office of Insurance Regulation.

M. COVERAGE INQUIRIES AND COMPLAINT ISSUES

If an Insured needs information regarding coverage, has a coverage inquiry or needs assistance resolving a complaint arising out of or relating to this coverage, we can be reached at 1-888-259-3010.

SECTION X – BOILER & MACHINERY

Subject to any applicable limits on the below schedule, the Equipment Breakdown Limit is the most we will pay for loss or damage arising from any **one accident**.

These coverages apply to all locations covered on the Coverage Form, unless otherwise specified.

SCHEDULE

I. Coverages	Limits
Equipment Breakdown Limit	Subject to the Total Insured Values described on the DECLARATIONS.
Business Income	Included
Extra Expense	Included
Data Restoration	\$100,000
Expediting Expense	\$1,000,000
Fungus , Wet Rot, Dry Rot and Bacteria	\$15,000
Hazardous Substances	\$500,000
Service Interruption	Subject to Business Income , Extra Expense, Data Restoration, and Spoilage limits
Spoilage	\$50,000
II. Deductibles	
Direct Coverage	Subject to the All Other Perils Deductible described on the DECLARATIONS.

Time Element - Indirect Coverages

- A. **EQUIPMENT BREAKDOWN COVERAGE:** The term **perils(s) insured against** includes Equipment Breakdown as described and limited below:
1. We will pay for direct physical damage to **covered property** that is the direct result of an **accident**. As used in this Section X – Boiler & Machinery, **accident** means a fortuitous event that causes direct physical damage to **covered equipment**. The event must be one of the following:
 - a. Mechanical breakdown, including rupture or bursting caused by centrifugal force;
 - b. Artificially generated electrical current, including electric arcing, that disturbs electrical devices, appliances or wires;
 - c. Explosion of steam boilers, steam pipes, steam engines or steam turbines owned or leased by you, or operated under your control;
 - d. Loss or damage to steam boilers, steam pipes, steam engines or steam turbines caused by or resulting from any condition or event inside such equipment; or
 - e. Loss or damage to hot water boilers or other water heating equipment caused by or resulting from any condition or event inside such boilers or equipment.

2. Unless otherwise shown in the **schedule** above, the following coverages also apply to the direct result of an **accident**. These coverages do not provide additional amounts of insurance:
- a. Expediting Expenses
 - (1) With respect to your damaged **covered property**, we will pay the reasonable extra cost to:
 - (a) Make temporary repairs; and
 - (b) Expedite permanent repairs or permanent replacement.
 - (2) The most we will pay for loss or expense under this coverage is \$1,000,000 unless a different amount is shown in the **schedule** above.
 - b. Hazardous Substances
 - (1) We will pay your additional cost to repair or replace **covered property** because of contamination by a **hazardous substance**. This includes the additional expenses to clean up or dispose of such property.
 - (2) This does not include contamination of **perishable goods** by refrigerant, including but not limited to ammonia, which is addressed in 2.c.(1)(b) below. As used in this coverage, additional costs mean those beyond what would have been payable under this Equipment Breakdown Coverage had no **hazardous substance** been involved.
 - (3) The most we will pay for loss, damage or expense under this coverage, including actual loss of **business income** you sustain and necessary extra expense you incur, if shown as covered, is \$500,000 unless a different amount is shown in the **schedule** above.
 - c. Spoilage
 - (1) We will pay:
 - (a) For physical damage to **perishable goods** due to spoilage;
 - (b) For physical damage to **perishable goods** due to contamination from the release of refrigerant, including but not limited to ammonia;
 - (c) Any necessary expenses you incur to reduce the amount of loss under this coverage to the extent that they do not exceed the amount of loss that otherwise would have been payable under this coverage.
 - (2) If you are unable to replace the **perishable goods** before its anticipated sale, the amount of our payment will be determined on the basis of the sales price of the **perishable goods** at the time of the **accident**, less discounts and expenses you otherwise would have had. Otherwise our payment will be determined in accordance with Section V - Valuations.
 - (3) The most we will pay for loss, damage or expense under this coverage is \$50,000 unless a different amount is shown in the **schedule** above.
 - d. Data Restoration
 - (1) We will pay for your reasonable and necessary cost to research, replace and restore lost **data**.
 - (2) The most we will pay for loss or expense under this coverage, including actual loss of **business income** you sustain and necessary extra expense you incur, if shown as covered, is \$100,000 unless a different amount is shown in the **schedule** above.
 - e. Service Interruption
 - (1) Any insurance provided for **business income**, extra expense or spoilage is extended to apply to your loss, damage or expense caused by the interruption of utility services. The interruption must result from an **accident** to equipment, including overhead transmission lines, that is owned by a utility, landlord, a landlord's utility or other supplier who provides you with any of the following services: electrical power, waste disposal, air conditioning, refrigeration, heating, natural gas, compressed air, water, steam, internet access, telecommunications services, wide area networks or data transmission. The equipment must meet the definition of **covered equipment** except that it is not **covered property**.
 - (2) Service Interruption coverage will not apply unless the failure or disruption of service exceeds 24 hours immediately following the **accident**. If the interruption exceeds 24 hours, coverage

will begin at the time of the interruption, and the applicable deductible will apply.

- (3) The most we will pay in any **one accident** for loss, damage or expense under this coverage is the applicable limit for **business income**, extra expense or spoilage, except that if a limit is shown in the **schedule** above for Service Interruption, that limit will apply to **business income** and extra expense loss under this coverage.

f. **Fungus, Wet Rot, Dry Rot And Bacteria**

- (1) We will pay your additional cost to repair or replace **covered property** because of contamination by **fungus**, wet rot, dry rot or bacteria resulting from an **accident**. This includes the additional costs to clean up or dispose of such property. This does not include spoilage of **personal property** that is **perishable goods** to the extent that such spoilage is covered under Spoilage coverage.
- (2) As used in this coverage, additional costs mean those beyond what would have been payable under this Equipment Breakdown Coverage had no **fungus**, wet rot, dry rot or bacteria been involved.
- (3) We will also pay the cost of testing performed after repair or replacement of the damaged **covered property** is completed only to the extent that there is reason to believe there is the presence of **fungus**, wet rot, dry rot or bacteria.
- (4) This coverage does not apply to lawns, trees, shrubs or plants which are part of a vegetated roof.
- (5) The most we will pay in any **one accident** for loss, damage or expense under this coverage, including actual loss of **business income** you sustain and necessary extra expense you incur, if shown as covered, is \$15,000 unless a different amount is shown in the **schedule** above even if the **fungus**, wet rot, dry rot or bacteria continues to be present or active or recurs in a later **coverage period**.

g. **Business Income and Extra Expense**

Any insurance provided under the Coverage Form for **business income** or extra expense is extended to this Boiler & Machinery coverage. The most we will pay for loss or expense under this coverage is the applicable limit for **business income** and extra expense shown in the **schedule** above.

3. Exclusions: All exclusions in Section III - Exclusions apply except as modified below:

a. The following exclusions are added:

- (1) Depletion, deterioration, corrosion, erosion, wear and tear, or other gradually developing conditions. However, if an **accident** results, we will pay for the resulting loss, damage or expense caused by that **accident**.
- (2) If electrical **covered equipment** requires drying out because of water, we will pay for the direct expenses of such drying out subject to the applicable **limit of insurance** and deductible for building or business **personal property**, whichever applies.
- (3) We will not pay for loss, damage or expense caused by or resulting from:
 - (a) A hydrostatic, pneumatic or gas pressure test of any **boiler and pressure vessel**, or an electrical insulation breakdown test of any type of electrical equipment; or
 - (b) Any of the following:
 - (i) Defect, programming error, programming limitation, computer virus, malicious code, loss of **data**, loss of access, loss of use, loss of functionality or other condition within or involving **data** or **Data Processing Media** of any kind; or
 - (ii) Misalignment miscalibration, tripping off-line, or any condition which can be corrected by resetting, tightening, adjusting or cleaning, or by the performance of maintenance.
 - (iii) However, if an **accident** results, we will pay for the resulting loss, damage or expense caused by that **accident**.
- (4) With respect to Service Interruption and **Fungus, Wet Rot, Dry Rot And Bacteria** coverages, we will also not pay for an **accident** caused by or resulting from: fire; lightning; windstorm or hail;

- explosion; smoke; aircraft or vehicles; riot or civil commotion; vandalism; sprinkler leakage; falling objects; weight of snow, ice or sleet; freezing; collapse; **flood** or **earth movement**.
- (5) With respect to **Business Income**, Extra Expense and Service Interruption coverages, we will also not pay for any increase in loss resulting from an agreement between you and your customer or supplier.
 - (6) Except as specifically provided under **Fungus**, Wet Rot, Dry Rot And Bacteria coverage, we will not pay for loss, damage or expense caused directly or indirectly by the following, whether or not caused by or resulting from an **accident**: Any **fungus**, wet rot, dry rot or bacteria, including any presence, growth, proliferation, spread or any activity of **fungus**, wet rot, dry rot or bacteria. This includes, but is not limited to, costs arising from clean up, removal, or abatement of such **fungus**, wet rot, dry rot or bacteria. However, this exclusion does not apply to spoilage of **personal property** that is **perishable goods**, to the extent that such spoilage is covered under Spoilage coverage.
 - (7) We will not pay for any loss or damage to animals.
4. Boiler and Machinery Definitions – The following definitions only apply to the coverage provided under Section X – Boiler and Machinery and supersedes anything to the contrary:
- a. **Boiler and pressure vessel** means:
 - (1) Any boiler, including attached steam, condensate and feed water piping; and
 - (2) Any fired or unfired pressure vessel subject to vacuum or internal pressure other than the static pressure of its contents.
 - b. **“Covered equipment”**
 - (1) **Covered equipment** means, unless otherwise specified in a **schedule**, covered property:
 - (a) That generates, transmits or utilizes energy; or
 - (b) Which, during normal usage, operates under vacuum or pressure, other than the weight of its contents
 - (c) **Covered equipment** may utilize conventional design and technology or new or newly commercialized design and technology.
 - (2) None of the following is **covered equipment**:
 - (a) Structure, foundation, cabinet or compartment;
 - (b) Insulating or refractory material;
 - (c) Sewer piping, buried vessels or piping, or piping forming a part of a sprinkler or fire suppression system;
 - (d) Water piping other than boiler feedwater piping, boiler condensate return piping or water piping forming a part of a refrigerating or air conditioning system;
 - (e) **Vehicle** or any equipment mounted on a **vehicle**;
 - (f) Satellite, spacecraft or any equipment mounted on a satellite or spacecraft;
 - (g) Dragline, excavation or construction equipment; or
 - (h) Equipment manufactured by you for sale.
 - c. **Data** means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a **Computer System**.
 - d. **Hazardous substance** means any substance that is hazardous to health or has been declared to be hazardous to health by a governmental agency.
 - e. **One accident** means if an initial **accident** causes other **accidents**, all will be considered **one accident**. All **accidents** that are the result of the same event will be considered **one accident**.
 - f. **Perishable goods** means **personal property** maintained under controlled conditions for its preservation, and susceptible to loss or damage if the controlled conditions change.
 - g. **Schedule** means the Equipment Breakdown Coverage Schedule.
 - h. **Vehicle** means, as respects this endorsement only, any machine or apparatus that is used for transportation or moves under its own power. **Vehicle** includes, but is not limited to: car, truck,

bus, trailer, train, aircraft, **watercraft**, forklift, bulldozer, tractor or harvester. However, any property that is stationary, permanently installed at a covered location and that receives electrical power from an external power source will not be considered a **vehicle**.

B. Deductible

1. The deductible in the DECLARATIONS applies unless a separate Equipment Breakdown deductible is shown in the **schedule** above. If a separate Equipment Breakdown deductible is shown, the following applies:

- a. Deductibles for Each Coverage

- (1) Unless the **schedule** indicates that your deductible is combined for all coverages, multiple deductibles may apply to any **one accident**.
- (2) We will not pay for loss, damage or expense under any coverage until the amount of the **covered loss**, damage or expense exceeds the deductible amount indicated for that coverage in the **schedule**. We will then pay the amount of loss, damage or expense in excess of the applicable deductible amount, subject to the applicable limit.
- (3) If deductibles vary by type of **covered equipment** and more than one type of **covered equipment** is involved in any **one accident**, only the highest deductible for each coverage will apply.

- b. Direct and Indirect Coverages

- (1) Direct Coverages Deductibles and Indirect Coverages Deductibles may be indicated in the **schedule**.
- (2) Unless more specifically indicated in the **schedule**:
 - (a) Indirect Coverages Deductibles apply to **business income** and extra expense loss; and
 - (b) Direct Coverages Deductibles apply to all remaining loss, damage or expense covered by this Section X – Boiler & Machinery coverage.

- c. Application of Deductibles

- (1) Dollar Deductibles

We will not pay for loss, damage or expense resulting from any **one accident** until the amount of loss, damage or expense exceeds the applicable Deductible shown in the **schedule**. We will then pay the amount of loss, damage or expense in excess of the applicable deductible or deductibles, up to the applicable **limit of insurance**.

- (2) Time Element Deductible

If a time element deductible is shown in the **schedule**, we will not be liable for any loss occurring during the specified number of hours or days immediately following the **accident**. If a time element deductible is expressed in days, each day shall mean twenty-four consecutive hours.

- (3) Multiple of the Average Daily Value (ADV)

- (a) If a deductible is expressed as a number times ADV, that amount will be calculated as follows:

- (i) The ADV (Average Daily Value) will be the **business income** (as defined in any **Business Income** coverage that is part of this policy) that would have been earned during the **period of interruption** of business had no **accident** occurred, divided by the number of working days in that period.
- (ii) No reduction shall be made for the **business income** not being earned, or in the number of working days, because of the **accident** or any other scheduled or unscheduled shutdowns during the period of interruption.
- (iii) The ADV applies to the **business income** value of the entire location, whether or not the loss affects the entire location. If more than one location is included in the valuation of the loss, the ADV will be the combined value of all affected locations. For purposes of this calculation, the period of interruption may not extend beyond the **period of restoration**.

(iv) The number indicated in the **schedule** will be multiplied by the ADV as determined above. The result shall be used as the applicable deductible.

(4) Percentage of Loss Deductibles

If a deductible is expressed as a percentage of loss, we will not be liable for the indicated percentage of the gross amount of loss, damage or expense (prior to any applicable deductible or coinsurance) insured under the applicable coverage. If the dollar amount of such percentage is less than the indicated minimum deductible, the minimum deductible will be the applicable deductible.

2. Conditions

a. Suspension

(1) Whenever **covered equipment** is found to be in, or exposed to, a dangerous condition, any of our representatives may immediately suspend the insurance against loss from an **accident** to that **covered equipment**. This can be done by mailing or delivering a written notice of suspension to:

(a) Your last known address; or

(b) The address where the **covered equipment** is located.

(2) Once suspended in this way, your insurance can be reinstated only by an endorsement for that **covered equipment**. If we suspend your insurance, you will get a pro rata refund of premium for that **covered equipment** for the period of suspension. But the suspension will be effective even if we have not yet made or offered a refund.

b. Jurisdictional Inspections

If any property that is **covered equipment** under this coverage requires inspection to comply with state or municipal **boiler and pressure** vessel regulations, we agree to perform such inspection on your behalf. We do not warrant that conditions are safe or healthful.

c. Environmental, Safety and Efficiency Improvements

(1) If **covered equipment** requires replacement due to an **accident**, we will pay your additional cost to replace with equipment that is better for the environment safer for people, or more energy or water efficient than the equipment being replaced.

(2) However, we will not pay to increase the size or capacity of the equipment and we will not pay more than 150% of what the cost would have been to replace with like kind and quality. This condition does not apply to the replacement of component parts or to any property to which **actual cash value** applies and does not increase any of the applicable limits.

d. The most we will pay for loss, damage or expense under this coverage arising from any **one accident** is the applicable **limit of insurance** for Total Insured Values in the DECLARATIONS. The coverage provided does not provide an additional amount of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART

A. Cap On Certified Terrorism Losses

Certified act of terrorism means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a **certified act of terrorism** include the following:

1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

B. Application Of Exclusions

The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any loss which would otherwise be excluded under this Coverage Part, such as losses excluded by the nuclear exclusion or the war exclusion.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SINKHOLE LOSS COVERAGE ENDORSEMENT – FLORIDA

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART

SCHEDULE

As Per Schedule Attached

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

With respect to the location(s) indicated in the Schedule, the following provisions apply:

- A.** Exclusion E.15. is deleted in the Coverage Form and **sinkhole loss** is added as a **specified peril**.
- B.** Coverage for **sinkhole loss** includes stabilization of the building (including land stabilization) and repair to the foundation, provided such work is in accordance with the requirements of Florida Insurance Law and in accordance with the recommendation of a professional engineer and with notice to you. The professional engineer must be selected or approved by us. However, until you enter into a contract for performance of building stabilization or foundation repair in accordance with the recommendations of the professional engineer as set forth in a report from us:
 - 1.** We will not pay for underpinning or grouting or any other repair technique performed below the existing foundation of the building; and
 - 2.** Our payment for **sinkhole loss** to **covered property** may be limited to the **actual cash value** of the loss to such property.

You must enter into a contract for the performance of building stabilization and/or foundation repair in accordance with the aforementioned recommendations, within 90 days after we notify you that there is coverage for **sinkhole loss**. After you have entered into such contract, we will pay the amounts necessary to begin and perform such repairs as the work is performed and the expenses are incurred.

However, if the professional engineer determines, prior to you entering into the aforementioned contract or prior to the start of repair work, that the repairs will exceed the applicable **limit of insurance**, we must either complete the recommended repairs or pay that **limit of insurance** upon such determination. If the aforementioned determination is made during the course of repair work and we have begun making payments for the work performed, we must either complete the recommended repairs or pay only the remaining portion of the applicable **limit of insurance** upon such determination. The most we will pay for the total of all **sinkhole loss**, including building and land stabilization and foundation repair, is the applicable **limit of insurance** on the affected building.

The stabilization and all other repairs to the **covered property** must be completed within 12 months after entering into the contract for the performance of these repairs, unless:

- a.** There is a mutual agreement between you and us;
- b.** The claim is involved with the neutral evaluation process;
- c.** The claim is in litigation; or
- d.** The claim is under appraisal or mediation.

C. Sinkhole loss does not include:

1. Sinking or collapse of land into man-made underground cavities; or
2. Earthquake.

D. With respect to a claim for alleged **sinkhole loss**, the following provision is added:

Following receipt by us of a report from a professional engineer or professional geologist on the cause of loss and recommendations for land stabilization and repair of property, or if we deny your claim, we will notify you of your right to participate in a neutral evaluation program administered by the Florida Department of Financial Services (hereinafter referred to as the Department).

You or we may file a request with the Department for neutral evaluation; the other party must comply with such request. We will pay reasonable costs associated with the neutral evaluation, regardless of which party makes the request. But if a party chooses to hire a court reporter or stenographer to contemporaneously record and document the neutral evaluation, that party must bear the costs of those services. The neutral evaluator will be selected from a list maintained by the Department. The recommendation of the neutral evaluator will not be binding on you or us.

Participation in the neutral evaluation program does not change your right to file suit against us in accordance with the Legal Action Against Us condition in this Coverage Form, except that the time for filing suit is extended for a period of 60 days following the conclusion of the neutral evaluation process or five years, whichever is later.

E. Coverage for **sinkhole loss** under this endorsement does not increase the applicable **limit of insurance**. Even if loss or damage qualifies under, or includes, both **catastrophic ground cover collapse** (addressed elsewhere in this Coverage Form) and **sinkhole loss**, only one **limit of insurance** will apply to such loss or damage.

F. The following provision is added to the Your Duties After a Loss Property Condition:

A claim for **sinkhole loss**, including but not limited to initial, supplemental and reopened claims is barred unless notice of claim is provided to us in accordance with the terms of this Coverage Form within two (2) years after you knew or reasonably should have known about the **sinkhole loss**.

G. With respect to the coverage provided under this endorsement, Definition **MM. Structural damage** is replaced by the following:

MM. Structural damage means a covered building, regardless of the date of its construction, has experienced the following:

1. Interior floor displacement or deflection in excess of acceptable variances as defined in ACI 117-90 or the Florida Building Code, which results in settlement related damage to the interior such that the interior building structure or members become unfit for service or represent a safety hazard as defined within the Florida Building Code;
2. Foundation displacement or deflection in excess of acceptable variances as defined in ACI 318-95 or the Florida Building Code, which results in settlement related damage to the **primary structural members** or **primary structural systems** and that prevents those members or systems from supporting the loads and forces they were designed to support to the extent that stresses in those **primary structural members** or **primary structural systems** exceed one and

one-third the nominal strength allowed under the Florida Building Code for new buildings of similar structure, purpose, or location;

3. Damage that results in listing, leaning, or buckling of the exterior load bearing walls or other vertical **primary structural members** to such an extent that a plumb line passing through the center of gravity does not fall inside the middle one-third of the base as defined within the Florida Building Code;
 4. Damage that results in the building, or any portion of the building containing **primary structural members** or **primary structural systems**, being significantly likely to imminently collapse because of the movement or instability of the ground within the influence zone of the supporting ground within the shear plane necessary for the purpose of supporting such building as defined within the Florida Building Code; or
 5. Damage occurring on or after October 15, 2005, that qualifies as substantial structural damage as defined in the Florida Building Code.
- H. With respect to the coverage provided under this endorsement, the following definitions are added:
- Primary structural member** means a structural element designed to provide support and stability for the vertical or lateral loads of the overall structure.
- Primary structural system** means an assemblage of **primary structural members**.
- I. If we deny your claim for **sinkhole loss** without performing testing under section 627.7072, Florida Statutes, you may demand testing by communicating such demand to us in writing within 60 days after you receive our denial of the claim. You are responsible for 50% of the testing costs, or \$2,500, whichever is less. If our professional engineer or geologist provides written certification, pursuant to section 627.7073, that there is **sinkhole loss**, we will reimburse you for the testing costs.
- J. You may not accept a rebate from any person performing repairs for **sinkhole loss** covered under this endorsement. If you receive a rebate, coverage under this endorsement is void and you must refund the amount of the rebate to us.
- K. If we deny your claim for **sinkhole loss** upon receipt of written certification from a professional engineer or geologist, pursuant to section 627.7073, that there is no **sinkhole loss** or that the cause of the damage was not sinkhole activity, and if the sinkhole claim was submitted without good faith grounds for submitting such claim, you shall reimburse us for 50% of the actual costs of the analyses and services provided under sections 627.7072 and 627.7073, or \$2,500, whichever is less. You are not required to pay such reimbursement unless you request the analysis and services and we, before ordering the analysis, informed you in writing of the potential for reimbursement and gave you the opportunity to withdraw the claim.
- L. As a precondition to accepting payment for **sinkhole loss**, you must file with the county clerk of court, a copy of any sinkhole report regarding your property which was prepared on behalf or at your request. You will bear the cost of filing and recording the sinkhole report.



Communicable Disease Endorsement

The following is added to the PROPERTY COVERGE FORM – FIA 100 as indicated below:

- A. This policy, is subject to all applicable terms, conditions and exclusions, covers losses attributable to direct physical loss or physical damage occurring during the period of insurance. Consequently and notwithstanding any other provision of this policy to the contrary, this policy does not insure any loss, damage, claim, cost expense or other sum, directly or indirectly arising out of, attributable to, or occurring concurrently or in any sequence with a **communicable disease** or the fear or threat (whether actual or perceived) of a **communicable disease**.
- B. For the purposes of this endorsement loss, damage, claim, cost, expense or other sum, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test:
 - 1. For a **communicable disease**, or
 - 2. Any property insured hereunder that is affected by such **communicable disease**.
- C. With respect to this endorsement, the following definitions are added to **SECTION VIII – DEFINITIONS**:
 - 1. **Communicable disease** means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
 - a. The substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
 - b. The method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
 - c. The disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property insured hereunder.
- D. This endorsement applies to all coverage extensions, additional coverages, exceptions to any exclusion and other coverage grant(s).

All other terms and conditions of the Property Coverage Form remain unchanged.



**PUBLIC ENTITY
GENERAL LIABILITY DECLARATIONS**

NMAED INSURED: West Lake Community Development District
 POLICY NO: 1001241229
 POLICY PERIOD: July 1, 2025 - October 1, 2025

SCHEDULE OF COVERAGES AND LIMITS OF COVERAGE

Coverage is only provided for the coverages indicated by a check mark (☑).

<u>Deductibles</u>			
	Bodily Injury and Property Damage	None	
	Employees Benefits Liability	None	
<u>Coverage</u>			
☒	Bodily Injury and Property Damage	\$1,000,000	Per Occurrence
	Personal Injury and Advertising Injury	Included	Per Person or Organization
	Products / Completed Operation	Included	
	Aggregate Limit		
	Medical Payments	\$5,000	
☒	Employees Benefits Liability	\$1,000,000	Per Occurrence
☒	Fire Damage Limit	Included	Any One Premise
☒	No Fault Sewer Backup	\$25,000	Per Claimant
		\$250,000	Aggregate Limit
☒	Pesticide/Herbicide Limit	\$1,000,000	Per Occurrence and Aggregate Limit

FORMS APPLICABLE TO ALL COVERAGE PARTS: See Policy Forms List – FIA 003

THESE DECLARATIONS TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PARTS, FORMS AND ENDORSEMENTS, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.



**PUBLIC ENTITY
GENERAL LIABILITY COVERAGE FORM (Occurrence)
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**PUBLIC ENTITY
GENERAL LIABILITY COVERAGE FORM (Occurrence)**

Various provisions in this Coverage Form restrict coverage. Read the entire Coverage Form carefully to determine rights, duties and what is and is not covered.

Throughout this Coverage Form the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this Coverage Form. The words "we," "us" and "our" refer to Florida Insurance Alliance which is the Insurer providing this coverage.

"Insured" means any person or organization qualifying as such under **SECTION II - WHO IS AN INSURED**.

Other words and phrases that appear in **bold-faced type** have special meaning. Refer to **SECTION V - DEFINITIONS**.

SECTION I – COVERAGES

A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Coverage Agreement

- a. We will pay those sums that the Insured becomes legally obligated to pay as damages, because of **bodily injury** or **property damage** to which this Coverage Agreement applies. We will have the right and duty to defend the Insured against any **suit** seeking those damages. However, we will have no duty to defend the Insured against any **suit** seeking damages for **bodily injury** or **property damage** to which this Coverage Agreement does not apply. We may, at our discretion, investigate any **occurrence** and settle any claim or **suit** that may result. But:

- (1) The amount we will pay for damages is limited as described in **SECTION III - LIMITS OF LIABILITY**;
- (2) Our right and duty to defend ends when we have used up the applicable limit of liability in the payment of judgments or settlements under Coverages **A.** or **B.**; and
- (3) Our obligation under the Coverage **A. Bodily Injury and Property Damage Liability** to pay damages on the Insured's behalf applies only to the amount of damages in excess of any Deductible amounts stated in the Declarations applicable to such coverages.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **SUPPLEMENTARY PAYMENTS - COVERAGES A. AND B.**

- b. This coverage applies to **bodily injury** and **property damage** only if:
- (1) The **bodily injury** or **property damage** is caused by an **occurrence** that takes place in the **coverage territory**;
 - (2) The **bodily injury** or **property damage** occurs during the Policy Period; and
 - (3) Prior to the Policy Period, no Insured listed under Paragraphs **A.** through **F.** of **SECTION II – WHO IS AN INSURED** and no **employee** authorized by you to give or receive notice of an **occurrence** or claim, knew that the **bodily injury** or **property damage** had occurred,

in whole or in part. If such a listed Insured or authorized **employee** knew, prior to the Policy Period, that the **bodily injury** or **property damage** occurred, then any continuation, change or resumption of **bodily injury** or **property damage** during or after the Policy Period will be deemed to have been known prior to the Policy Period.

- c. **Bodily injury** or **property damage** which occurs during the Policy Period and was not, prior to the Policy Period, known to have occurred by any Insured listed under Paragraphs **A** through **F** of **SECTION II – WHO IS AN INSURED** or any **employee** authorized by you to give or receive notice of an **occurrence** or claim, includes any continuation, change or resumption of that **bodily injury** or **property damage** after the end of the Policy Period.
- d. **Bodily injury** or **property damage** will be deemed to have been known to have occurred at the earliest time when any Insured listed under Paragraphs **A** through **F** of **SECTION II – WHO IS AN INSURED** or any **employee** authorized by you to give or receive notice of an **occurrence** or claim:
 - (1) Reports all, or any part, of the **bodily injury** or **property damage** to us or any other insurer;
 - (2) Receives a written or verbal demand or claim for damages because of the **bodily injury** or **property damage**; or
 - (3) Becomes aware by any other means that **bodily injury** or **property damage** has occurred or has begun to occur.
- e. Damages because of **bodily injury** include damages claimed by any person or organization for care, loss of services or death resulting at any time from the **bodily injury**.

2. Exclusions

This Coverage Agreement does not apply to:

a. Expected or Intended Injury

Bodily injury or **property damage** expected or intended from the standpoint of the Insured. This exclusion does not apply to **bodily injury** resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

Bodily injury or **property damage** for which the Insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) Assumed in a contract or agreement that is an **insured contract**, provided the **bodily injury** or **property damage** occurs subsequent to the execution of the contract or agreement; or
- (2) That the Insured would have in the absence of the contract or agreement.

c. Liquor Liability

Bodily injury or **property damage** for which any Insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims against any Insured allege negligence or other wrongdoing in:

- (a) The supervision, hiring, employment, training or monitoring of others by that Insured; or
- (b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the **occurrence** which caused the **bodily injury** or **property damage**, involved that which is described in Paragraph **(1)**, **(2)** or **(3)** above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the Insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

Bodily injury to:

(1) An **employee** of the Insured arising out of and in the course of:

- (a) Employment by the Insured; or
- (b) Performing duties related to the conduct of the Insured's business; or

(2) The spouse, child, parent, brother or sister of that **employee** as a consequence of paragraph **(1)** above.

This exclusion applies whether the Insured may be liable as an employer or in any other capacity; and to any obligation to share damages with or repay someone else who must pay damages because of the **bodily injury**.

This exclusion does not apply to liability assumed by the Insured under an **insured contract**.

f. Pollution

(1) Bodily injury or **property damage** arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **pollutants**:

- (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any Insured;
- (b) At or from any premises, site or location which is or was at any time used by or for any Insured or others for the handling, storage, disposal, processing or treatment of waste;
- (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for any Insured or any person or organization for whom you may be legally responsible;
- (d) At or from any premises, site or location on which any Insured or any contractors or subcontractors working directly or indirectly on any Insured's behalf are performing operations:

- (i) If the pollutants are brought on or to the premises, site or location in connection with such operations by such Insured, contractor or subcontractor; or
 - (ii) If the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of pollutants.
- (e) At or from any premises, site or location on which any Insured or any contractors or subcontractors working directly or indirectly on any Insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, **pollutants**.
- (f) At or from any premises, site, or location which is or was at any time the responsibility of any Insured to maintain, including but not limited to streets, roads, paths, beaches, waterways, lakes, rivers, canals, retention ponds, bridges, aquifers, or easements.

Subparagraphs (a) and (d)(i) do not apply to **bodily injury** or **property damage** arising out of heat, smoke or fumes from a hostile fire.

As used in this exclusion, a hostile fire means one which becomes uncontrollable or breaks out from where it was intended to be.

(2) Any loss, cost or expense arising out of any:

- (a) Request, demand, order or statutory or regulatory requirement that any Insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **pollutants**; or
- (b) Claim or **suit** by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of **pollutants**.

However, this paragraph does not apply to liability for damages because of **property damage** that the Insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or **suit** by or on behalf of a governmental authority.

g. Auto Or Watercraft

Bodily injury or **property damage** arising out of the ownership, maintenance, use or entrustment to others of any **auto** or watercraft owned or operated by or rented or loaned to any Insured. Use includes operation and **loading or unloading**.

This exclusion applies even if the claims against any Insured allege negligence or other wrong doing in the supervision, hiring, employment, training or monitoring of others by that Insured, if the **occurrence** which caused the **bodily injury** or **property damage** involved the ownership, maintenance, use or entrustment to others of any **auto** or watercraft that is owned or operated by or rented or loaned to any Insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft less than 52 feet long that is not being used to carry persons or property for a charge;
- (3) Parking an **auto** on, or on the ways next to, premises you own or rent, provided the

auto is not owned by or rented or loaned to you or the Insured;

(4) Liability assumed under any **insured contract** for the ownership, maintenance or use of watercraft; or

(5) **Bodily injury** or **property damage** arising out of the operation of any of:

(a) The equipment listed in paragraph 5.(1) or 5.(2) of the definition of **mobile equipment** in SECTION V - DEFINITIONS; or

(b) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of **mobile equipment** if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

h. Mobile Equipment

Bodily injury or **property damage** arising out of:

(1) The transportation of **mobile equipment** by an **auto** owned or operated by or rented or loaned to any Insured; or

(2) The use of **mobile equipment** in, or while in practice or preparation for, a prearranged racing, speed, demolition, or stunting activity.

i. Damage to Property

Property damage to:

(1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

(2) Premises you sell, give away or abandon, if the **property damage** arises out of any part of those premises;

(3) Property loaned to you;

(4) Personal property in the care, custody or control of the Insured;

(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the **property damage** arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because **your work** was incorrectly performed on it.

Paragraph (2) of this exclusion does not apply if the premises are **your work** and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to **property damage** included in the **products- completed operations hazard**.

This exclusion does not apply to personal property held by the Insured as a result of seizure or confiscation.

j. Damage to Your Product

Property damage to **your product** arising out of it or any part of it.

k. Damage to Your Work

Property damage to your work arising out of it or any part of it and included in the **products-completed operations hazard**.

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

l. Damage to Impaired Property or Property Not Physically Injured

Property damage to impaired property or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in **your product** or **your work**; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to **your product** or **your work** after it has been put to its intended use.

m. Recall of Products, Work or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) **Your product**;
- (2) **Your work**; or
- (3) **Impaired property**; if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

n. Racketeering

Any damages arising out of any actual or alleged violation of the Racketeer Influence and Corrupt Organizations Act, 18 USC or any amendments thereto, or any rules or organizations promulgated thereunder.

o. Law Enforcement

Bodily injury or property damage arising out of any actual or alleged act or omission resulting from law enforcement activities of any police department or any other law enforcement agencies, including their agents or employees. This exclusion does not apply to **bodily injury** or **property damage** for your vicarious liability arising out of an act or omission of a law enforcement agency that is not governed, operated, controlled, or under the direction of the Named Insured, if the Named Insured has contracted with an outside law enforcement agency to provide law enforcement services. We will pay up to the per occurrence limit of liability shown on the general liability coverage part declarations or \$2,000,000, whichever is less, after the application of the General Liability Deductible.

p. Asbestos

Bodily injury or property damage arising out of inhaling, ingesting or prolonged exposure to asbestos or goods or products containing asbestos, or the use of asbestos in constructing or manufacturing any good, product or structure, or the removal of asbestos from any good, product or structure, or the manufacture, sale, transportation, storage or disposal of

asbestos or goods or products containing asbestos.

q. Personal and Advertising Injury

Bodily injury or **property damage** arising out of **personal injury** or **advertising injury**.

r. Mold, Fungi, or Bacteria

(1) Bodily injury or **property damage** which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any **fungi** or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.

(2) Any loss, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, **fungi** or bacteria, by any Insured, or by any other person or entity.

This exclusion does not apply to any **fungi** or bacteria that are, are on, or are contained in, a good or product intended for consumption.

The coverage afforded by this agreement does not apply to payment for the investigation or defense of any loss, injury or damage or any cost, fine or penalty or for any expense or claim or suit related to any of the above.

s. Distribution of Material In Violation Of Statutes

Any loss, cost or damages arising directly or indirectly out of any action or omission that violates or is alleged to violate:

(1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or

(2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;

(3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or

(4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

t. Electronic Vandalism

Any loss, injury, damages, cost or expense caused directly or indirectly by Electronic Vandalism. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss. As used in this exclusion, Electronic Vandalism means:

(1) Willful or malicious destruction of computer programs, content, instructions or other electronic or digital data stored within computer systems.

(2) Unauthorized computer code or programming that:

(a) Deletes, distorts, corrupts or manipulates computer programs, content, instructions or other electronic or digital data, or otherwise results in damage to computers or computer systems or networks to which it is introduced;

(b) Replicates itself, impairing the performance of computers or computer systems or

networks; or

- (c) Gains remote control access to data and programming within computers or computer systems or networks to which it is introduced, for uses other than those intended for authorized users of the computers or computer systems or networks.

With respect to any activity that comes within the terms of exclusion **u. War and Military Action** and involves Electronic Vandalism, exclusion **u. War and Military Action** supersedes this exclusion **t. Electronic Vandalism**.

u. War and Military Action

Bodily injury or property damage; however caused, arising, directly or indirectly, out of:

- (1) Hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual, impending or expected attack:
 - (a) By any government or sovereign power (de jure or de facto), or by any authority maintaining or using military, naval or air forces;
 - (b) By military, naval or air forces; or
 - (c) By an agent of any such government, power, authority or forces.
- (2) Invasion, insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating or defending against such an occurrence. Any discharge, release, explosion or use of any chemical or biological agent, or any weapon or device of war employing nuclear fission or fusion, will be conclusively presumed to be such a hostile or warlike action by such a government, power, authority or forces.

With respect to any action that comes within the terms of this exclusion **u. War and Military Action** and:

- (a) Involves nuclear reaction or radiation, or radioactive contamination, this exclusion **u. War and Military Action** supersedes exclusion **v. Nuclear Hazard**;
- (b) Involves a discharge, dispersal, seepage, migration, release, escape or application of any pathogenic or poisonous biological or chemical materials, this exclusion **u. War and Military Action** supersedes exclusion **w. Pathogenic or Poisonous Biological or Chemical Materials**;
- (c) Involves Electronic Vandalism as defined in exclusion **t. Electronic Vandalism**, this exclusion **v. War and Military Action** supersedes exclusion **t. Electronic Vandalism**.

v. Nuclear Hazard

Bodily injury or property damage alleging, based upon, arising out or attributable to the planning, construction, maintenance, operation or use of any nuclear reactor, nuclear waste storage or disposal site or any other nuclear facility; the transportation of nuclear material; or any nuclear reaction or radiation, or radioactive contamination, regardless of its cause.

w. Punitive Damages

Punitive or exemplary damages.

x. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

However, this exclusion does not apply to liability for damages because of bodily injury.

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

y. Electromagnetic Radiation

Bodily injury or property damage arising directly or indirectly out of, resulting from, caused or contributed to by electromagnetic radiation; provided that such loss, cost or expense results from or is contributed to by the hazardous properties of electromagnetic radiation. This includes any costs for the actual or threatened abatement, mitigation, or removal.

z. Sexual Abuse and/or Sexual Molestation

Bodily injury or property damage arising out of:

- (1) The actual, alleged or threatened **sexual abuse, sexual molestation** and/or exploitation of any person while in the care, custody or control of any Insured; or
- (2) The negligent employment, investigation, supervision, the reporting or failure to report to proper authorities, or the retention of a person for whom any Insured is or ever was legally responsible and whose conduct would be excluded by (1) above; or
- (3) Any other situation or circumstance that directly or indirectly constitutes actual, threatened or alleged **sexual abuse or sexual molestation**, however caused.

aa. Employee Practices

Bodily injury, personal injury, advertising injury, or property damage arising from an **employee wrongful act**.

bb. Fireworks, Pyrotechnics, and Explosives

Bodily Injury or Property Damage arising out of:

- (1) Loading of fireworks, fuses, or any explosive substance defined below into containers for use as explosive objects, propellant charges or detonation devices and the storage thereof.
- (2) The planning, preparation, operation, or performance of commercial fireworks displays or pyrotechnic shows.

This exclusion does not apply in cases where the public entity is contracting with a licensed pyrotechnic.

cc. Large Gatherings

Public assembly exposure in excess of 50,000 people. This exclusion does not apply to assembly exposures in open areas where no maximum capacity is determined by the authorities.

dd. Amusement Parks, Carnivals or Circuses

Amusement parks, carnivals or circuses, except individual entertainment devices classified by us as low-hazard and which are often encountered in city parks such as carousels or miniature trains. This exclusion further does not apply to parks and recreational activity normal and customary to municipality or to the contingent liability exposure presented on a short-term basis by a third-party operator of a circus or carnival operating within a Public Entity.

ee. Silica

Liability, including all **Loss**, cost or expense, directly or indirectly arising out of, resulting

because of, or related to Silica, whether there is another cause of **Loss** which may have contributed concurrently or in any sequence to a **Loss**.

Exclusions **c.** through **m.** and **u.** do not apply to damage by fire to premises rented to you. A separate limit of liability applies to this coverage as described in **SECTION III - LIMITS OF LIABILITY**.

3. Coverage Extension – Herbicides and Pesticides

We will pay the lesser of the Bodily Injury and Property Damage Per Occurrence limit or \$1,000,000 whichever is less, for damages, defense costs and/or claims expenses because of **bodily injury** or **property damage** caused by an **occurrence**, which result from any **suits** otherwise covered, arising in whole or in part out of the application of herbicides and/or pesticides.

Our limit of liability shall not exceed the lesser of the General Aggregate Limit or \$1,000,000 in the aggregate whichever is less for all damages defense cost and/or claims expenses, which result from any and all, covered **suits** arising out of the application of such herbicides and/or pesticides.

With respect to coverage for herbicides and pesticides, exclusion **f.(1)(d)** does not apply to **bodily injury** or **property damage** if **your work** and **your product** or the product that you used meet all standards of any statute, ordinance, regulation or license requirement of any federal, state or local government that were in effect at the time of the application of the herbicides or pesticides.

B. PERSONAL AND ADVERTISING INJURY LIABILITY

1. Coverage Agreement

a. We will pay those sums that the Insured becomes legally obligated to pay as damages because of **personal injury** or **advertising injury** to which this coverage form applies. We will have the right and duty to defend the Insured against any **suit** seeking those damages. However, we will have no duty to defend the Insured against any **suit** seeking damages for **personal injury** or **advertising injury** to which this coverage does not apply. We may, at our discretion, investigate any **occurrence** or offense and settle any claim or **suit** that may result. But:

(1) The amount we will pay for damages is limited as described in **SECTION III - LIMITS OF LIABILITY**; and

(2) Our right and duty to defend end when we have used up the applicable limit of coverage in the payment of judgments or settlements under Coverage **A.** or **B.**

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **SUPPLEMENTARY PAYMENTS - COVERAGES A. and B.**

b. This coverage agreement applies to:

(1) **Personal injury** caused by an offense arising out of your business, excluding advertising, publishing, broadcasting or telecasting done by or for you; and

(2) **Advertising injury** caused by an offense committed in the course of advertising your goods, products or services.

c. This coverage applies to **personal injury** and **advertising injury** only if:

(1) The **personal injury** or **advertising injury** is caused by an **occurrence** that takes place in the **coverage territory**; and

(2) The **personal injury** or **advertising injury** occurs during the Policy Period.

2. Exclusions

This Coverage Agreement does not apply to:

a. Personal injury or advertising injury:

- (1)** Caused by or at the direction of the Insured with the knowledge that the act would violate the rights of another and would inflict **personal injury** or **advertising injury**;
- (2)** Arising out of oral or written publication of material, if done by or at the direction of the Insured with knowledge of its falsity;
- (3)** Arising out of oral or written publication of material whose first publication took place before the beginning of the Policy Period;
- (4)** Arising out of a criminal act committed by or at the direction of the Insured; or
- (5)** For which the Insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the Insured would have in the absence of the contract or agreement.

b. Advertising injury arising out of:

- (1)** Breach of contract, other than misappropriation of advertising ideas under an implied contract;
- (2)** The failure of goods, products or services to conform with advertised quality or performance;
- (3)** The wrong description of the price of goods, products or services; or

c. Personal injury or advertising injury arising out of an offense committed by an Insured whose business is:

- (1)** Advertising, broadcasting, publishing or telecasting;
- (2)** Designing or determining content of web sites for others; or
- (3)** An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **1.** and **2.** in the definition of **personal injury** under **SECTION V - DEFINITIONS.**

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

d. Personal injury or advertising injury expected or intended from the standpoint of the Insured.

e. Personal injury or advertising injury arising out of any act or omission resulting from law enforcement activities of any police department or any other law enforcement agencies, including their agents or employees.

f. Personal injury or advertising injury arising out of inhaling, ingesting or prolonged exposure to asbestos or goods or products containing asbestos, or the use of asbestos in constructing or manufacturing any good, product or structure, or the removal of asbestos from any good, product or structure, or the manufacture, sale, transportation, storage or disposal of asbestos or goods or products containing asbestos.

g. Personal injury or advertising injury which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any **fungi** or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.

- h. Personal injury or advertising injury** arising out of an electronic chatroom or bulletin board the Insured hosts, owns, or over which the Insured exercises control.
- i. Personal injury or advertising injury** arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **pollutants** at any time.
- j. Any loss, cost or expense arising out of any:**

 - (1)** Request, demand, order or statutory or regulatory requirement that any Insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, **pollutants**; or
 - (2)** Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, **pollutants**.
- k. Personal injury or advertising injury**, however caused, arising, directly or indirectly, out of war, including undeclared or civil war, warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents, or insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.
- l. Personal injury or advertising injury** arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another's advertising idea in your **advertisement**.

However, this exclusion does not apply to infringement, in your **advertisement**, of copyright, trade dress or slogan.
- m. Personal injury or advertising injury** arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.
- n. Personal injury or advertising injury** arising directly or indirectly out of any action or omission that violates or is alleged to violate:

 - (1)** The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
 - (2)** The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
 - (3)** The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or
 - (4)** Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.
- o. Personal injury or advertising injury** arising directly or indirectly out of, resulting from, caused or contributed to by electromagnetic radiation; provided that such loss, cost or expense results from or is contributed to by the hazardous properties of electromagnetic radiation. This includes any costs for the actual or threatened abatement, mitigation, or removal.
- p. Personal injury or advertising injury** arising out of:

 - (1)** The actual, alleged or threatened **sexual abuse, sexual molestation** and/or exploitation

of any person while in the care, custody or control of any Insured; or

- (2) The negligent employment, investigation, supervision, the reporting or failure to report to proper authorities, or the retention of a person for whom any Insured is or ever was legally responsible and whose conduct would be excluded by (1) above; or
- (3) Any other situation or circumstance that directly or indirectly constitutes actual, threatened or alleged **sexual abuse** or **sexual molestation**, however caused.

C. MEDICAL PAYMENTS (Only provided if limits are shown on Declarations Page)

1. Coverage Agreement

- a. We will pay medical expenses as described below for **bodily injury** caused by an accident:

- (1) On premises you own or rent;
- (2) On ways next to premises you own or rent; or
- (3) Because of your operations;

provided that:

- (a) The accident takes place in the **coverage territory** and during the Policy Period;
- (b) The expenses are incurred and reported to us within one year of the date of the accident; and
- (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

- b. We will make these payments regardless of fault. These payments will not exceed the applicable Limit of Liability as shown in the Declarations. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions related to Medical Payments

We will not pay expenses for **bodily injury**:

- a. **Any Insured**

To any Insured, except **volunteer workers**.

- b. **Hired Person**

To a person hired to do work for or on behalf of any Insured or a tenant of any Insured.

- c. **Injury On Normally Occupied Premises**

To a person injured on that part of premises you own or rent that the person normally occupies.

- d. **Workers Compensation And Similar Laws**

To a person, whether or not an **employee** of any Insured, if benefits for the **bodily injury** are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

- e. **Athletics Activities**

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

f. Products-Completed Operations Hazard

Included within the **products-completed operations hazard**.

g. Coverage A Exclusions

Excluded under Coverage A.

D. SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

We will pay, with respect to any claim or **suit** we defend:

1. All expenses we incur.
2. Up to \$1,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
3. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of coverage. We do not have to furnish these bonds.
4. All reasonable expenses incurred by the Insured at our request to assist us in the investigation or defense of the claim or **suit**, including actual loss of earnings up to \$300 a day because of time off from work.
5. All court costs taxed against the Insured in the **suit**. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the Insured.
6. Prejudgment interest awarded against the Insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of coverage, we will not pay any prejudgment interest based on that period of time after the offer.
7. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of coverage.
8. Expenses incurred by the Insured for first aid to others at the time of an accident for **bodily injury** to which this coverage agreement applies.
9. Up to \$100,000 in aggregate for **personal injury** and related expense for any duly elected or appointed official of any board or commission or agency of yours while acting outside the course and scope of their duties as authorized by you, but only with respect to **personal injury** resulting from his/her affiliation with you. The coverage provided to such individual is excess over any other insurance or coverage specifically insuring against **personal injury** for such individual.
10. Subject to the Deductible or Self Insured Retention, we will pay up to \$2,500 in the aggregate for **property damage** to personal property in your care, custody or control.

These payments will not reduce the limits of coverage.

E. EXCLUSIONS APPLICABLE TO COVERAGES A AND B

This Coverage Agreement does not apply to **bodily injury**, **property damage**, **personal injury** or **advertising injury**:

1. Aviation

Arising out of the ownership, maintenance, use or entrustment to others, or control of or responsibility for any airfield, airport, aircraft, runway, hangar, building or other property or

facility designed for, used, connected, associated or affiliated with or in any way related to aviation or aviation activities. Use includes operation and **loading or unloading**.

This exclusion applies even if the claims against any Insured allege negligence or other wrong doing in the supervision, hiring, employment, training or monitoring of others by that Insured, if the **occurrence** which caused the **bodily injury** or **property damage** involved the ownership, maintenance, use or entrustment to others, or control of or responsibility for any airfield, airport, aircraft, runway, hangar, building or other property or facility that is owned or operated by or rented or loaned to any Insured.

This exclusion does not apply to premises exposure for those common areas open to the public including but not limited to parking areas, sidewalks, and terminal buildings.

2. Private Property Protection Act

Alleging, based upon, arising out of or attributable to inverse condemnation, eminent domain, temporary or permanent taking, adverse possession, dedication by adverse use, condemnation proceedings, or claims brought under Florida Statute 70.001, the "Bert J. Harris, Jr., Private Property Rights Protection Act," or any similar claim by whatever name called.

However, we will pay up to \$100,000 per occurrence and aggregate, inclusive of expenses and after the application of the General Liability Deductible for a claim alleging, based upon, arising out of or attributable to inverse condemnation, eminent domain, temporary or permanent taking, adverse possession, dedication by adverse use, condemnation proceedings, or claims brought under Florida Statute 70.001, the "Bert J. Harris, Jr., Private Property Rights Protection Act," or any similar claim by whatever name called.

3. Power, Steam, Pressure or Fuel

Arising out of, in connection with or caused or contributed to by any failure or inability to supply or any interruption of any adequate quantity of power, steam, pressure, or fuel.

4. Earth Movement

Arising out of or caused or contributed to by any subsidence, erosion or earth movement.

5. Hospitals, Clinics, Treatment Centers and other Similar Facilities

Arising out of or caused or contributed to by any operation, maintenance, use, ownership or control of or responsibility for any:

- a. Hospital;
- b. Clinic;
- c. Treatment center or other public medical, psychiatric or psychological facility;
- d. Medical, psychiatric or psychological treatment facility or infirmary at a prison, jail or other correctional facility of incarceration;
- e. Any other facility which is similar or related to any of the foregoing.

6. Professional Health Care Services

Due to the rendering or failure to render any **professional health care services**, but not including emergency medical services for first aid performed by employed licensed nurses, school psychologists, physical therapists, speech therapists, emergency medical technicians, paramedics or Medical Director while in the course and scope of their duties.

7. ERISA

Arising out of, or cause or contributed to, or connected with any actual or alleged violation of

the Employee Retirement Income Security Act of 1974 (Public Law 93-406) or any amendment thereto or any similar provision of any local, state or federal law, statutory or common.

8. Discrimination

Arising out of or caused or contributed to by any actual or alleged illegal discrimination.

9. Water Contamination

Arising out of the sale or distribution or handling of contaminants, or **pollutants** including but not limited to acids, alkylides, chemicals, **fungi**, metals, or bacteria in water sold, handled or distributed on behalf of the Named Insured.

10. Injunctive, Declaratory, or Equitable Relief

Arising out of any claim for injunctive, declaratory, or equitable relief and costs inclusive of any attorney's fees arising therefrom.

11. Law Enforcement

Arising out of any activity or function by or on behalf of any law enforcement agency or any agent thereof and/or activity or function related to the administration of the criminal justice system, including secondary employment of any law enforcement official.

SECTION II - WHO IS AN INSURED

- A.** All branches of government, executive, legislative and judicial, including any department, office, commission, board, authority, governmental agency or subdivision of any branch of government which are under the jurisdiction of, and totally within the operating budget of, the Named Insured shown in the Declarations, and only while working on behalf of the Named Insured shown in the Declarations.
- B.** Any duly elected or appointed official or a member of any board or commission or agency of yours while acting within the course and scope of their employment or as authorized by you.
- C.** If you are designated in the Declarations as:
 - 1.** An individual, you and your spouse are Insureds, but only with respect to the conduct of a business of which you are the sole owner.
 - 2.** A partnership or joint venture, you are an Insured. Your members, your partners, and their spouses are also Insureds, but only with respect to the conduct of your business.
 - 3.** An organization other than a partnership or joint venture, you are an Insured. Your executive officers and directors are Insureds, but only with respect to their duties as your officers or directors. Your stockholders are also Insureds, but only with respect to their liability as stockholders.
- D.** Each of the following is also an Insured:
 - 1.** Your **employees**, other than your executive officers, but only for acts within the scope of their employment by you. However, no **employee** is an Insured for:
 - a.** **Bodily injury** or **personal injury** to you or to a co-**employee** while in the course of his or her employment, or the spouse, child, parent, brother or sister of that co-**employee** as a consequence of such **bodily injury** or **personal injury**, or for any obligation to share damages with or repay someone else who must pay damages because of the injury; or
 - b.** **Bodily injury** or **personal injury** arising out of his or her providing or failing to provide **professional health care services**; or
 - c.** **Property damage** to property owned or occupied by or rented or loaned to that **employee**,

any of your other **employees**, or any of your partners or members (if you are a partnership or joint venture).

2. The employed Medical Director or to the extent he/she is an agent of the covered Florida Public Entity, but solely while acting within the course and scope of their duties as Medical Director as outlined in Florida Statute 401.265.

With respect to this item **D.2.**, the term “employed” shall mean your legal relationship with any natural person:

- a. With whom you have agreed to create the relation of master & servant; and
- b. Whom you compensate directly by salary or wages; and
- c. Whom you treat as an **employee** with respect to benefits, withholding & taxes; and
- d. Whom you have the authority or right to ultimately direct and control in the performance of his or her duties, including the details and means to be utilized in performing their work, while performing services approved by you; and
- e. Who is deemed to be an **employee** within the contemplation of Florida Statute 768.28.

This term shall not include an independent contractor, **volunteer worker**, **leased worker** or **temporary worker**, or any person not deemed to be an **employee** within the contemplation of Florida Statute 768.28.

3. Your authorized **volunteer worker** or **leased worker** who are deemed as your agent, but only while under your supervision and in the course and scope of work approved by you.
- E. With respect to **mobile equipment** registered in your name under any motor vehicle registration law, any person is an Insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an Insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance or coverage of any kind is available to that person or organization for this liability. However, no person or organization is an Insured with respect to:
1. **Bodily injury** to a co-**employee** of the person driving the equipment; or
 2. **Property damage** to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an Insured under this Coverage Form.
- F. Any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership or majority interest, will qualify as an Insured if there is no other similar insurance available to that organization. However:
1. Coverage under this Coverage Form is afforded only until the 90th day after you acquire or form the organization or the end of the Policy Period, whichever is earlier;
 2. Coverage **A** in **SECTION I - COVERAGES** does not apply to **bodily injury** or **property damage** that occurred before you acquired or formed the organization; and
 3. Coverage **B** in **SECTION I - COVERAGES** does not apply to **personal injury** or **advertising injury** arising out of an offense committed before you acquired or formed the organization.

No person or organization is an Insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.

SECTION III - LIMITS OF LIABILITY

- A. The Limits of Liability shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

1. Covered Parties;
 2. Claims made or **suits** brought; or
 3. Persons or organizations making claims or bringing **suits**.
- B.** The General Aggregate Limit is the most we will pay for the sum of:
1. Damages under Coverage **A** in **SECTION I - COVERAGES**, except damages because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and
 2. Damages under Coverage **B** in **SECTION I - COVERAGES**.
- C.** The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** in **SECTION I - COVERAGES** for damages because of **bodily injury** and **property damage** included in the **products-completed operations hazard**.
- D.** Subject to **B.** above, the Personal Injury and Advertising Injury Limit is the most we will pay under Coverage **B** in **SECTION I - COVERAGES** for the sum of all damages because of all **personal injury** and all **advertising injury** sustained by any one person or organization.
- E.** The Fire Damage Limit is the most we will pay under Coverage **A** in **SECTION I - COVERAGES** for damages because of **property damage** to premises rented to you arising out of any one fire.
- F.** The most we will pay is further limited by the limitations set forth in Section 768.28(5), Florida Statutes (2010) or the equivalent limitations of successor law which are applicable at the time of the loss.
- G.** However, subject to and limited by **B., C., D., E.,** and **F.** above, we will pay:
1. The amount indicated when a claims bill enacted by the Florida Legislature in accordance with Section 768.28 (5) Florida Statutes becomes law;
 2. The amount determined by a court of competent jurisdiction for liable action taken outside the state of Florida for claims where the injury or damage originated from an **occurrence** outside the state of Florida; or
 3. The amount shown in the Declarations when Florida Statutes Section 768.28 (5) is deemed inapplicable by a competent court in Florida.
- H.** Damages will not include:
1. Taxes, fines, penalties, or sanctions;
 2. Punitive or exemplary damages or the multiple portion of any multiplied damages award;
 3. Matters uninsurable under the laws pursuant to which this Coverage Part is constructed; or
 4. The cost to comply with any injunctive or any other non-monetary or declaratory relief, including specific performance, or any agreement to provide such relief.

The Limits of Liability of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the agreement period shown in the Declarations, unless the Policy Period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Liability.

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS

A. Bankruptcy

Bankruptcy or insolvency of the Insured or of the Insured's estate will not relieve us of our obligations under this Coverage Part.

B. Duties In The Event Of Occurrence, Claim Or Suit

1. You must see to it that we are notified as soon as practicable of an **occurrence** or an offense which may result in a claim. To the extent possible, notice should include:
 - a. How, when and where the **occurrence** or offense took place;
 - b. The names and addresses of any injured persons and witnesses; and
 - c. The nature and location of any injury or damage arising out of the **occurrence** or offense.
2. If a claim is made or **suit** is brought against any Insured, you must:
 - a. Immediately record the specifics of the claim or **suit** and the date received; and
 - b. Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or **suit** as soon as practicable.
3. You and any other involved Insured must:
 - a. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or **suit**;
 - b. Authorize us to obtain records and other information;
 - c. Cooperate with us in the investigation, settlement or defense of the claim or **suit**; and
 - d. Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the Insured because of injury or damage to which this coverage agreement may also apply.
4. No covered parties will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

C. Legal Action Against Us

No person or organization has a right under this Coverage Part:

1. To join us as a party or otherwise bring us into a **suit** asking for damages from an Insured; or
2. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an Insured obtained after an actual trial; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable Limit of Liability. An agreed settlement means a settlement and release of liability signed by us, the Insured and the claimant or the claimant's legal representative.

D. Representations

By accepting this policy, you agree:

1. The statements in the Declarations are accurate and complete;
2. Those statements are based upon representations you made to us; and
3. We have issued this policy in reliance upon your representations.

E. Separation Of Insureds

Except with respect to the Limits of Liability, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

1. As if each Named Insured were the only Named Insured; and

2. Separately to each Insured against whom claim is made or **suit** is brought.

F. Transfer Of Rights Of Recovery Against Others To Us

If the Insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The Insured must do nothing after loss to impair them. At our request, the Insured will bring **suit** or transfer those rights to us and help us enforce them.

G. Support and Cooperation in Opposition to Claim Bill Legislation

If we act to oppose legislation brought forth in accordance with Florida Statute 768.28, arising from a covered **occurrence**, you shall use your best efforts to provide us with positive support and cooperation in such opposition.

Such positive support and cooperation shall include, but is not limited to:

1. Formal proclamations or resolutions by your governing board in opposition to such legislation;
2. Oral or written testimony of your officials and **employees** at legislative hearings or other legislative proceedings in opposition to such legislation; and
3. Personal contact by your officials and **employees** with legislators identified by us.

H. Coordination of Coverage with Public Officials Liability

In the event of a **suit** or claim triggering coverage under this Coverage Part and the PUBLIC OFFICIALS LIABILITY COVERAGE PART, the terms and conditions in condition **H. OTHER COVERAGE OR INSURANCE** in the **COMMON POLICY CONDITIONS** also apply.

I. Loss Settlement

When we have agreed in writing to the settlement of a claim, we shall tender payment according to the terms of the agreement no later than 20 days after such settlement is reached.

However, a judgment or decree for recovery of money entered in any of the courts of Florida against us shall be fully satisfied within 60 days from and after the entry thereof, or in the case of an appeal from such judgment or decree, within 60 days from and after the affirmance of the same by the appellate court.

SECTION V – DEFINITIONS

A. Advertisement means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

1. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
2. Regarding web sites, only that part of a web site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

B. Advertising Injury means injury arising out of one or more of the following offenses:

1. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
2. Oral or written publication, in any manner, of material that violates a person's right of privacy;
3. Misappropriation of advertising ideas or style of doing business; or
4. Infringement of copyright, title or slogan.

C. Auto means:

1. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment. But **auto** does not include **mobile equipment**; or
 2. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.
- D. **Bodily Injury** means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
- E. **Coverage Territory** means:
1. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 2. International waters or airspace, provided the injury or damage does not occur in the course of travel or transportation to or from any place not included in **1.** above; or
 3. All parts of the world if:
 - (1) The injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in **1.** above;
 - (2) The activities of a person whose home is in the territory described in **1.** above, but is away for a short time on your business; or
 - (3) Offenses that take place through the Internet or similar electronic means of communication; and
 - (2) The Insured's responsibility to pay damages is determined in a **suit** on the merits, in the territory described in **1.** above or in a settlement we agree to.
- F. **Employee** means a person actively employed, formerly employed, on leave of absence or disabled, or retired. **Employee** includes a **leased worker**. **Employee** does not include a **temporary worker**.
- G. **Employee Wrongful Act** means any actual or alleged:
1. Wrongful dismissal or discharge or termination of employment, whether actual or constructive;
 2. Employment related misrepresentation;
 3. Violation of any federal, state, or local laws (whether common or statutory) concerning employment or discrimination in employment;
 4. Sexual harassment or other unlawful workplace harassment;
 5. Wrongful deprivation of a career opportunity or failure to employ, promote or grant tenure;
 6. Wrongful discipline of **employees**;
 7. Negligent evaluation of **employees**; or
 8. Failure to adopt adequate workplace or employment policies and procedures; or employment related libel, slander, defamation or invasion of privacy.
- H. **Fungi** means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.
- I. **Impaired Property** means tangible property, other than **your product** or **your work**, that cannot be used or is less useful because:
1. It incorporates **your product** or **your work** that is known or thought to be defective, deficient, inadequate or dangerous; or
 2. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by:

- (1) The repair, replacement, adjustment or removal of **your product or your work**; or
- (2) Your fulfilling the terms of the contract or agreement.

J. Insured Contract means an agreement between two or more cities, counties, special districts, or other governmental bodies regarding:

1. A lease of premises;
2. A sidetrack agreement;
3. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
4. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
5. An elevator maintenance agreement;
6. Where permitted by Florida Statute 768.28, that part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another public entity to pay for **bodily injury** or **property damage** to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

An **insured contract** does not include that part of any contract or agreement:

7. That indemnifies any person or organization for **bodily injury** or **property damage** arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
8. That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (1) Preparing, approving or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications;
 - (2) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;
 - (3) Under which the Insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the Insured's rendering or failure to render professional services, including those listed in (1) and (2) above and supervisory, inspection or engineering services;
 - (4) That indemnifies any person or organization for damage by fire to premises rented or loaned to you; or
9. That does not comply with Florida Statute 768.28.

K. Leased worker means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. **Leased worker** does not include a **temporary worker**.

L. Loading or Unloading means the handling of property:

1. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or **auto**;
2. While it is in or on an aircraft, watercraft or **auto**; or

3. While it is being moved from an aircraft, watercraft or **auto** to the place where it is finally delivered; but **loading or unloading** does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or **auto**.

M. Mobile Equipment means any of the following types of land vehicles, including any attached machinery or equipment:

1. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
2. Vehicles maintained for use solely on or next to premises you own or rent;
3. Vehicles that travel on crawler treads;
4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
5. Vehicles not described in **1.**, **2.**, **3.** or **4.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
6. Vehicles not described in **1.**, **2.**, **3.** or **4.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not **mobile equipment** but will be considered **autos**:

- (1) Equipment designed primarily for:
 - (1) Snow removal;
 - (2) Road maintenance, but not construction or resurfacing;
 - (3) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, **mobile equipment** does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered **autos**.

N. Occurrence means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

O. Personal Injury means injury, other than **bodily injury**, arising out of one or more of the following offenses:

1. Malicious prosecution;

2. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies by or on behalf of its owner, landlord or lessor;
 3. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services; or
 4. Oral or written publication of material that violates a person's right of privacy.
- P. Pollutants** mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- Q. 1. Products-Completed Operations Hazard** includes all **bodily injury** and **property damage** occurring away from premises you own or rent and arising out of **your product** or **your work** except:
- a. Products that are still in your physical possession; or
 - b. Work that has not yet been completed or abandoned.
2. **Your work** will be deemed completed at the earliest of the following times:
- a. When all of the work called for in your contract has been completed.
 - b. When all of the work to be done at the site has been completed if your contract calls for work at more than one site.
 - c. When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.
- Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.
3. This hazard does not include **bodily injury** or **property damage** arising out of:
- a. The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle created by the **loading or unloading** of it;
 - b. The existence of tools, uninstalled equipment or abandoned or unused materials;
 - c. Products or operations for which the classification in this Coverage Form or in our manual of rules includes products or completed operations.
- R. Professional Health Care Services** means any medical, surgical, nursing, psychiatric or dental service, except:
1. The acts of employed certified emergency medical service personnel in the course and scope of their duties; and
 2. The acts of an employed Medical Director in the course and scope of their duties as outlined in Florida Statute 401.265.
- S. Property Damage** means:
1. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
 2. Loss of use of tangible property that is not physically injured. All such loss shall be deemed to occur at the time of the **occurrence** that caused it.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

- T. Sexual Abuse** means any actual, attempted or alleged sexual conduct by a person, or by persons acting in concert, which causes injury. **Sexual abuse** includes **sexual molestation**, sexual assault, sexual exploitation, or sexual injury. It does not include sexual harassment.
- U. Sexual Molestation** means physical **sexual abuse** of any person, including but not limited to, any non-consensual physical sexual involvement or physical sexual contact.
- V. Suit** means a civil proceeding in which damage because of **bodily injury, property damage, personal injury or advertising injury** to which this Coverage Part applies are alleged. **Suit** includes:
 - 1. An arbitration proceeding in which such damages are claimed and to which you must submit or do submit with our consent; or
 - 2. Any other alternative dispute resolution proceeding in which such damages are claimed and to which you submit with our consent.
- W. Temporary Worker** means a person who is furnished to you to substitute for a permanent **employee** on leave or to meet seasonal or short-term workload conditions.
- X. Volunteer Worker** means a person who is not your **employee**, and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

Y. Your Product:

- 1. Means:
 - a. Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (1) You;
 - (2) Others trading under your name; or
 - (3) A person or organization whose business or assets you have acquired; and
 - b. Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
- 2. Includes:
 - a. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of **your product**; and
 - b. The providing of or failure to provide warnings or instructions.

Your product does not include vending machines or other property rented to or located for the use of others but not sold.

Z. Your Work:

- 1. Means:
 - a. Work or operations performed by you or on your behalf; and
 - b. Materials, parts or equipment furnished in connection with such work or operations.
- 2. Includes:

- a. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of **your work**; and
- b. The providing of or failure to provide warnings or instructions.



**PUBLIC ENTITY
EMPLOYEE BENEFITS LIABILITY COVERAGE
(Occurrence)**

THIS ENDORSEMENT CHANGES THE AGREEMENT. PLEASE READ IT CAREFULLY.

This Endorsement modifies coverage provided under the following:
GENERAL LIABILITY COVERAGE FORM, FIA 300

SCHEDULE

Coverage	Limit of Liability	Each Employee Deductible	Premium
Employee Benefits Programs	\$1,000,000 each employee	\$0	Included
	\$2,000,000 aggregate		
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.			

A. The following is added to SECTION I - COVERAGES:

COVERAGE - EMPLOYEE BENEFITS LIABILITY

1. Coverage Agreement

- a. We will pay those sums that the Insured becomes legally obligated to pay as damages because of any act, error or omission, of the Insured, or of any other person for whose acts the Insured is legally liable, to which this coverage applies. We will have the right and duty to defend the Insured against any **suit** seeking those damages. However, we will have no duty to defend the Insured against any **suit** seeking damages to which this coverage does not apply. We may, at our discretion, investigate any report of an act, error or omission and settle any **claim** or **suit** that may result. But:

- (1) The amount we will pay for damages is limited as described in item **D.** in this Endorsement; and
- (2) Our right and duty to defend ends when we have used up the applicable Limit of Liability in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under the Supplementary Payments provision.

- b. This coverage applies to damages only if:

- (1) The act, error or omission, is negligently committed in the **administration** of your **employee benefit program**; and
- (2) The act, error or omission occurs during the Policy Period.

2. Exclusions

This coverage does not apply to:

a. Dishonest, Fraudulent, Criminal or Malicious Act

Damages arising out of any intentional, dishonest, fraudulent, criminal or malicious act, error or omission, committed by any Insured, including the willful or reckless violation of any statute.

b. Bodily Injury, Property Damage, Personal Injury or Advertising Injury

c. Failure To Perform A Contract

Damages arising out of failure of performance of contract by any insurer.

d. Insufficiency of Funds

Damages arising out of an insufficiency of funds to meet any obligations under any plan included in the **employee benefit program**.

e. Inadequacy of Performance of Investment/Advice Given With Respect to Participation

Any **claim** based upon:

- (1) Failure of any investment to perform;
- (2) Errors in providing information on past performance of investment vehicles; or
- (3) Advice given to any person with respect to that person's decision to participate or not to participate in any plan included in the **employee benefit program**.

f. Workers' Compensation and Similar Laws

Any **claim** arising out of your failure to comply with the mandatory provisions of any workers' compensation, unemployment compensation insurance, social security or disability benefits law or any similar law.

g. ERISA

Damages for which any Insured is liable because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974, as now or hereafter amended, or by any similar federal, state or local laws.

h. Available Benefits

Any **claim** for benefits to the extent that such benefits are available, with reasonable effort and cooperation of the Insured, from the applicable funds accrued or other collectible insurance.

i. Taxes, Fines or Penalties

Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law.

j. Employment-Related Practices

Damages arising out of wrongful termination of employment, discrimination, or other employment-related practices.

B. For the purposes of the coverage provided by this Endorsement:

1. All references to **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** are replaced by **SUPPLEMENTARY PAYMENTS – COVERAGES A, B. AND EMPLOYEE BENEFITS LIABILITY**.
2. Paragraphs **2., 8., 9., and 10.** of the Supplementary Payments provision do not apply.

C. For the purposes of the coverage provided by this Endorsement, the following is added to SECTION

II-WHO IS AN INSURED:

1. Each of the following is also an Insured:
 - a. Each of your **employees** who is or was authorized to administer your **employee benefit program**.
 - b. Any persons, organizations or **employees** having proper temporary authorization to administer your **employee benefit program** if you die, but only until your legal representative is appointed.
 - c. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Endorsement.
 2. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if no other similar insurance applies to that organization. However:
 - a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the Policy Period, whichever is earlier.
 - b. Coverage under this provision does not apply to any act, error or omission that was committed before you acquired or formed the organization.
- D. For the purposes of the coverage provided by this Endorsement, **SECTION III - LIMITS OF LIABILITY** is replaced by the following:

SECTION III – LIMITS OF LIABILITY AND DEDUCTIBLE

1. Limits Of Liability

- a. The Limits of Liability shown in the Schedule and the rules below fix the most we will pay regardless of the number of:
 - (1) Covered parties;
 - (2) **Claims** made or **suits** brought;
 - (3) Persons or organizations making **claims** or bringing **suits**;
 - (4) Acts, errors or omissions; or
 - (5) Benefits included in your **employee benefit program**.
- b. The Aggregate Limit is the most we will pay for all damages because of acts, errors or omissions negligently committed in the **administration** of your **employee benefit program**.
- c. Subject to the Aggregate Limit, the Each Employee Limit is the most we will pay for all damages sustained by any **employee**, including damages sustained by such **employee's** dependents and beneficiaries, as a result of:
 - (1) An act, error or omission; or
 - (2) A series of related acts, errors or omissions negligently committed in the **administration** of your **employee benefit program**.

However, the amount paid under this Endorsement shall not exceed, and will be subject to, the limits and restrictions that apply to the payment of benefits in any plan included in the **employee benefit program**.

The Limits of Liability of this Endorsement apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the Policy

Period shown in the Declarations of the Policy to which this Endorsement is attached, unless the Policy Period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits Of Liability.

2. Deductible

- a. Our obligation to pay damages on behalf of the Insured applies only to the amount of damages in excess of the Deductible amount stated in the Schedule as applicable to Each Employee. The Limits of Liability shall not be reduced by the amount of this Deductible.
 - b. The Deductible amount stated in the Schedule applies to all damages sustained by any **employee**, including such **employee's** dependents and beneficiaries, because of all acts, errors or omissions to which this coverage applies.
 - c. The terms of this coverage, including those with respect to:
 - (1) Our right and duty to defend any **suits** seeking those damages; and
 - (2) Your duties, and the duties of any other involved Insured, in the event of an act, error or omission, or **claim** apply irrespective of the application of the Deductible amount.
 - d. We may pay any part or all of the Deductible amount to effect settlement of any **claim** or **suit** and, upon notification of the action taken, you shall promptly reimburse us for such part of the Deductible amount as we have paid.
- E. For the purposes of the coverage provided by this Endorsement, Conditions **B.** and **D.** of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** are replaced by the following:
- B. Duties In The Event Of An Act, Error Or Omission, Or Claim Or Suit**
1. You must see to it that we are notified as soon as practicable of an act, error or omission which may result in a **claim**. To the extent possible, notice should include:
 - a. What the act, error or omission was and when it occurred; and
 - b. The names and addresses of anyone who may suffer damages as a result of the act, error or omission.
 2. If a **claim** is made or **suit** is brought against any Insured, you must:
 - a. Immediately record the specifics of the **claim** or **suit** and the date received; and
 - b. Notify us as soon as practicable.

You must see to it that we receive written notice of the **claim** or **suit** as soon as practicable.
 3. You and any other involved Insured must:
 - a. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the **claim** or **suit**;
 - b. Authorize us to obtain records and other information;
 - c. Cooperate with us in the investigation or settlement of the **claim** or defense against the **suit**; and
 - d. Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the Insured because of an act, error or omission to which this coverage may also apply.
 4. No Insured will, except at that Insured's own cost, voluntarily make a payment, assume any obligation or incur any expense without our consent.

F. For the purposes of the coverage provided by this Endorsement, the following are added to the SECTION V - DEFINITIONS:

1. Administration means:

- a. Providing information to **employees**, including their dependents and beneficiaries, with respect to eligibility for or scope of **employee benefit programs**;
- b. Handling records in connection with the **employee benefit program**; or
- c. Effecting, continuing or terminating any **employee's** participation in any benefit included in the **employee benefit program**.

However, **administration** does not include handling payroll deductions.

2. Cafeteria plans means plans authorized by applicable law to allow **employees** to elect to pay for certain benefits with pre-tax dollars.

3. Claim means any demand, or **suit**, made by an **employee** or an **employee's** dependents and beneficiaries, for damages as the result of an act, error or omission.

4. Employee benefit program means a program providing some or all of the following benefits to **employees**, whether provided through a **cafeteria plan** or otherwise:

- a. Group life insurance, group accident or health insurance, dental, vision and hearing plans, and flexible spending accounts, provided that no one other than an **employee** may subscribe to such benefits and such benefits are made generally available to those **employees** who satisfy the plan's eligibility requirements;
- b. Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an **employee** may subscribe to such benefits and such benefits are made generally available to all **employees** who are eligible under the plan for such benefits;
- c. Unemployment insurance, social security benefits, workers' compensation and disability benefits;
- d. Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies; and
- e. Any other similar benefits designated in the Schedule or added thereto by endorsement.

G. For the purposes of the coverage provided by this Endorsement, Definition V. of SECTION V - DEFINITIONS is replaced by the following:

V. Suit means a civil proceeding in which damages because of an act, error or omission to which this coverage applies are alleged. **Suit** includes:

- 1. An arbitration proceeding in which such damages are claimed and to which the Insured must submit or does submit with our consent; or
- 2. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the Insured submits with our consent.



**PUBLIC ENTITY
GENERAL LIABILITY FIA ENDORSEMENT**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This Endorsement modifies coverage provided under the **GENERAL LIABILITY COVERAGE FORM, FIA 300** and Items **A** through **L** except Item **H** applies to **PUBLIC OFFICIALS LIABILITY AND EMPLOYMENT PRACTICES COVERAGE FORM, FIA 400**:

This coverage does not apply to any liability:

- A.** Arising out of or caused or contributed to by any ownership, maintenance, operation, use, loading, unloading or control of or responsibility for any airfield, airport, aircraft, runway, hangar, building or other property or facility designed for, used, connected, associated or affiliated with or in any way related to aviation or aviation activities.

This exclusion does not apply to premises exposure for those common areas open to the public including but not limited to parking areas, sidewalks, and terminal buildings;

- B.** Alleging, based upon, arising out of or attributable to inverse condemnation, eminent domain, temporary or permanent taking, adverse possession, dedication by adverse use, condemnation proceedings, or claims brought under Florida Statute 70.001, the "Bert J. Harris, Jr., Private Property Rights Protection Act," or any similar claim by whatever name called.

However, we will pay up to \$100,000 per occurrence and aggregate, inclusive of expenses and after the application of the General Liability Deductible for a claim alleging, based upon, arising out of or attributable to inverse condemnation, eminent domain, temporary or permanent taking, adverse possession, dedication by adverse use, condemnation proceedings, or claims brought under Florida Statute 70.001, the "Bert J. Harris, Jr., Private Property Rights Protection Act," or any similar claim by whatever name called;

- C.** Arising out of, in connection with or caused or contributed to by any failure or inability to supply or any interruption of any adequate quantity of power, steam, pressure, or fuel;
- D.** Arising out of or caused or contributed to by any subsidence, erosion or earth movement;
- E.** Arising out of or caused or contributed to by any operation, maintenance, use, ownership or control of or responsibility for any:
- 1.** Hospital;
 - 2.** Clinic;
 - 3.** Treatment center or other public medical, psychiatric or psychological facility;
 - 4.** Medical, psychiatric or psychological treatment facility or infirmary at a prison, jail or other correctional facility of incarceration;
 - 5.** Any other facility which is similar or related to any of the forgoing;
- F.** Arising out of **bodily injury** or **property damage** if such **bodily injury** or **property damage** is due to the rendering or failure to render any **professional health care services**, but not including

emergency medical services for first aid performed by employed emergency medical technicians, paramedics or Medical Director while in the course and scope of their duties.

As used in this exclusion, **professional health care services** means any medical, surgical, nursing, psychiatric or dental service, except:

1. The acts of employed certified emergency medical service personnel in the course and scope of their duties for you; and
 2. The acts of employed licensed nurses, school psychologists, physical therapists, speech therapists emergency medical technicians or paramedics in the course and scope of their duties for you;
- G.** Arising out of or cause or contributed to by or connected with any actual or alleged violation of the Employee Retirement Income Security Act of 1974 (Public Law 93-406) or any amendment thereto or any similar provision of any local, state or federal law, statutory or common;
- H.** Arising out of or caused or contributed to by any actual or alleged illegal discrimination;
- I.** Arising out of the sale or distribution or handling of contaminants, or pollutants including but not limited to acids, alkylides, chemicals, fungus, metals, mold or bacteria in water sold, handled or distributed on behalf of the Named Insured;
- J.** Arising out of any claim for injunctive, declaratory, or equitable relief and costs inclusive of any attorney's fees arising therefrom; and
- K.** Arising out of any activity or function by or on behalf of any law enforcement agency or any agent thereof and/or activity or function related to the administration of the criminal justice system, including secondary employment of any law enforcement official.



**PUBLIC ENTITY
GENERAL LIABILITY DEDUCTIBLE COVERAGE**

NAMED INSURED: West Lake Community Development District
POLICY NO: 1001241229

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

This Endorsement modifies coverage provided under the following:
GENERAL LIABILITY COVERAGE FORM, FIA 300

With respect to coverage provided by this Endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This Endorsement changes the Policy effective on the inception date of the Policy unless another date is indicated above.

SCHEDULE

Coverage	Amount and Basis of Deductible	
	Per Claim	Per Occurrence
Bodily Injury Liability and/or Property Damage Liability Combined	\$0	\$0

APPLICATION OF ENDORSEMENT (Enter below any limitations on the application of this Endorsement. If no limitation is entered, the Deductibles apply to damages for all **bodily injury** and **property damage**, however caused):

- A.** Our obligation under Coverage **A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** in **SECTION I - COVERAGES** to pay damages on your behalf applies only to the amount of damages in excess of any Deductible amounts stated in the Schedule above as applicable to such coverages.
- B.** You may select a Deductible amount on either a Per Claim or Per **Occurrence** basis. Your selected Deductible applies to the coverage option and to the basis of the Deductible indicated by the placement of the Deductible amount in the Schedule above. The Deductible amount stated in the Schedule above applies as follows:
- 1. PER CLAIM BASIS.** If the Deductible amount indicated in the Schedule above is on a Per Claim basis, that Deductible applies to all damages sustained by any one person because of:
 - a. Bodily injury;**
 - b. Property damage; or**
 - c. Bodily injury and property damage combined;**as the result of any one **occurrence**.

If damages are claimed for care, loss of services or death resulting at any time from **bodily**

injury, a separate Deductible amount will be applied to each person making a claim for such damages. With respect to **property damage**, person includes an organization.

- 2. PER OCCURRENCE BASIS.** If the Deductible amount indicated in the Schedule above is on a Per **Occurrence** basis, that Deductible amount applies to all damages because of:

- a. **Bodily injury**;
- b. **Property damage**; or
- c. **Bodily injury** and **property damage** combined

as the result of any one **occurrence**, regardless of the number of persons or organizations who sustain damages because of that **occurrence**.

- C.** The terms of this coverage, including those with respect to:

- 1. Our right and duty to defend the Insured against any **suits** seeking those damages; and
- 2. Your duties in the event of an **occurrence**, claim, or **suit** apply irrespective of the application of the Deductible amount.

- D.**

- 1. We may pay any part or all of the Deductible amount to effect settlement of any claim or **suit** and, upon notification of the action taken, you shall promptly reimburse us for such part of the Deductible amount as has been paid by us.
- 2. In the event that an occurrence, accident or offense continues beyond the Policy Period, the applicable Deductible would apply separately to each Policy Period in which the **occurrence**, accident or offense was committed or was alleged to have been committed.



**PUBLIC ENTITY
CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM**

NAMED INSURED: West Lake Community Development District
POLICY NO: 1001241229

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This Endorsement modifies coverage provided under the following:
GENERAL LIABILITY COVERAGE FORM, FIA 300

A. Cap On Certified Terrorism Losses

Certified act of terrorism means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a **certified act of terrorism** include the following:

1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

B. Application Of Exclusions

The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any loss which would otherwise be excluded under this Coverage Part, such as losses excluded by the nuclear exclusion or the war exclusion.



**FLORIDA
INSURANCE
ALLIANCE**

**PUBLIC ENTITY
PUBLIC OFFICIALS' LIABILITY &
EMPLOYMENT PRACTICES LIABILITY COVERAGE PART DECLARATIONS**

NAMED INSURED: West Lake Community Development District
POLICY NO: 1001241229
POLICY PERIOD: July 1, 2025 - October 1, 2025

SCHEDULE OF COVERAGE AND LIMITS OF LIABILITY

Coverage is only provided for the coverages indicated by a check mark (☑).

<u>Deductibles</u>			
	Public Officials' Liability	\$0	
	Employment Practices Liability	\$0	
	Third-Party Employment Practices Liability	\$0	
	Public Crisis Event	\$5,000	
<u>Coverage</u>			
☒	Public Officials' Liability	\$1,000,000	Each Claim
		\$2,000,000	Aggregate Limit
	Retroactive Date		
☒	Employment Practices Liability	\$1,000,000	Each Claim
		\$2,000,000	Aggregate Limit
	Retroactive Date		
	Public Crisis Events	\$25,000	Each Claim
Note: Full Prior Acts if no Retroactive Date is shown above.			

FORMS APPLICABLE TO ALL COVERAGE PARTS: See Policy Forms List – FIA 003

THESE DECLARATIONS TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PARTS, APPLICATION, FORMS AND ENDORSEMENTS, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.



**PUBLIC ENTITY
PUBLIC OFFICIALS' LIABILITY AND EMPLOYMENT PRACTICES
LIABILITY COVERAGE FORM
(Claims Made and Reported)
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**PUBLIC ENTITY
PUBLIC OFFICIALS' LIABILITY AND EMPLOYMENT PRACTICES
LIABILITY COVERAGE FORM
(Claims Made and Reported)**

Various provisions in this Coverage Form restrict coverage. Read the entire Coverage Form carefully to determine rights, duties and what is and is not covered.

Throughout this Coverage Form the words "you" and "your" refer to the Named Insured shown in the Declarations which is a **Public Entity**. The words "we", "us" and "our" refer to Florida Insurance Alliance which is the Insurer providing this coverage.

Other words and phrases that appear in **bold-faced type** have special meaning. Refer to **SECTION III - DEFINITIONS**.

In consideration of the payment of the premium, in reliance upon the **Application**, and subject to the Declarations and the terms and conditions of this Coverage Form, we and you agree as follows:

SECTION I - COVERAGE AGREEMENTS

A. Public Officials' Legal Liability

We will pay on behalf of the **Insured** all sums in excess of the Deductible that the **Insured** shall become legally obligated to pay as **Damages** and **Claim Expenses** because of a **Claim** first made against the **Insured** and reported to us during the **Policy Period** or, if exercised, the **Extended Reporting Period**, by reason of a **Wrongful Act** in the performance of or failure to perform duties for you. The **Wrongful Act** must have been committed on or subsequent to the **Retroactive Date** specified in the Declarations and before the end of the **Policy Period**.

B. Employment Practices Liability and Third-Party Liability

If coverage is granted pursuant to the Declarations, **we** will pay on behalf of the **Insured** all sums in excess of the Deductible that the **Insured** shall become legally obligated to pay as **Damages** and **Claim Expenses** because of a **Claim** first made against the **Insured** and reported to us during the **Policy Period**, or if exercised, the **Extended Reporting Period**, by reason of a **Wrongful Act**, if such **Claim** is brought and maintained by or on behalf of any of your past, present or prospective full-time, part-time, temporary or leased **employee(s)**. The **Wrongful Act** must have been committed on or subsequent to the **Retroactive Date** specified in the Declarations and before the end of the **Policy Period**.

C. Public Officials Crisis Management Coverage

We will pay on behalf of the **Insured**, in excess of the Deductible and subject to the Limit of Liability set forth in the Declarations, those **Crisis Management Expenses** incurred by the **Insured** in response to any **Public Crisis Event** first taking place during the **Policy Period** and reported to us in accordance with Section VIII – **NOTICE**, paragraph E. of this Coverage Form.

SECTION II - SUPPLEMENTARY PAYMENTS

A. Pre-Termination

If during the **Policy Period**, you report a potential termination of any **employee** to us prior to the time the termination is made, we will pay for consultation with legal counsel of our choice to provide:

1. Legal analysis concerning the appropriateness of the termination; and
2. If applicable, legal assistance in handling the termination.

The most we will pay is \$2,500 for each potential employee termination, subject to a **Policy Period** aggregate of \$5,000.

B. Non-Monetary claims

We shall defend a **Claim** seeking relief or redress in any form other than monetary damages, provided said **Claim** is not otherwise excluded, or **Claim Expenses** for a **Claim** seeking such non-monetary relief, subject to the following conditions:

1. **Claim Expenses** shall have an aggregate limit of liability of \$100,000, beyond the Deductible. This limit shall be part of the Limit of Liability stated in the Declarations, and again is subject to the per **Claim** Deductible;
2. We will defend the **Claim** from the time notice is first given to us by you.

SECTION III – DEFINITIONS

When used in this Coverage Form:

A. Advertising Injury means any damages based upon or arising out of a wrongful act from one or more of the following:

1. Violation of property rights;
2. Misappropriation of advertising ideas or style of business;
3. Infringement of copyright title or slogan.

B. Application means all applications, including any attachments thereto, and all other information and materials submitted by or on behalf of all **Insureds** to us in connection with our underwriting this Coverage Form or any policy of which this Coverage Form is a direct or indirect renewal or replacement. All such applications, attachments, information and materials are deemed attached to and incorporated in this Coverage Form.

C. Bodily Injury means injury to the body, sickness, or disease, including death resulting from such injuries. **Bodily Injury** also means mental injury, mental anguish, mental tension, emotional distress, pain and suffering, or shock, whether or not resulting from injury to the body, sickness, disease or death of any person.

D. Business Invitee means a natural person, solely in their capacity as one who is invited to enter into and remain on any **Premises** for a purpose directly or indirectly connected with your business or commercial dealings therein. A **Business Invitee** shall not, under any circumstances, include a trespasser or any other person who enters any **Premises** without the **Insured's** knowledge or permission, or any **Employee**, or any student or minor.

E. Certified Act of Terrorism means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a **Certified Act of Terrorism** include the following:

1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is

committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

3. The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for **Bodily Injury** or **Property Damage** that is otherwise excluded under this Coverage Form.

F. Claim Expenses means:

1. Reasonable and necessary attorneys' fees, expert witness fees and other fees and costs incurred by us, or by an **Insured** with our prior written consent, in the investigation and defense of covered **Claims**;
2. Reasonable and necessary premiums for any appeal bond, attachment bond or similar bond, provided we shall have no obligation to apply for or furnish such bond; and
3. Prejudgment and post judgment interest awarded in any **Claim**.

Claim Expenses shall not include wages, salaries, fees or costs of directors, officers or employees of ours or yours.

G. Claim means:

1. A civil proceeding against any **Insured** seeking monetary damages or non-monetary or injunctive relief, commenced by the service of a complaint or similar pleading; and
2. An administrative proceeding including but not limited to EEOC or other regulatory proceeding against any **Insured**, commenced by the filing of a notice of charges, investigative order or similar document.

H. Computer system means computer hardware, software, networks, networking equipment, applications, associated electronic devices, electronic data storage devices, input and output devices, and back up facilities operated by, owned by, leased to the **Insured**.

I. Crisis Management Expenses means **Public Relations Expenses, Travel/ Printing Expenses, Family Travel Expenses** and **Post-Crisis Expense**; provided however, that **Crisis Management Expenses** shall not include:

1. The **Insured's** overhead expenses or any salaries, wages, fees or benefits of **Employees**;
2. The cost of medical, psychiatric or counseling services, even if provided by a **Crisis Management Firm**;
3. Any fees or expenses, legal or otherwise, related to civil, administrative or criminal investigations, proceedings or litigation.

J. Crisis Management Firm means any public relations firm, crisis management firm or law firm hired or appointed by **the Insured** to perform Crisis Management Services in connection with the **Public Crisis Event**. It shall be the **Insured's** duty to select and retain the Crisis Management Firm.

K. Damages means compensatory damages which the **Insured** becomes legally obligated to pay on account of a covered **Wrongful Act**, by way of judgment, award or, with our prior written consent, settlement.

Damages shall not include:

1. Taxes, fines, penalties, or sanctions;
2. Punitive or exemplary damages or the multiple portion of any multiplied damages award;
3. Matters uninsurable under the laws pursuant to which this Coverage Form is construed; or

4. The cost to comply with any injunctive or other non-monetary or declaratory relief, including specific performance, or any agreement to provide such relief.

L. Emergency Response Plan means:

1. A formal written and adopted public safety and crisis response manual that details the **Insured's** policies and procedures in the event of a **Public Crisis Event**; or
2. In the absence of such formal written manual, any applicable federal, state or local law, ordinance or statute that authorizes the **Insured** to take emergency action or specifically describes your obligations in the event of a public emergency.

M. Employee means the following natural persons, but only for **Wrongful Acts** committed while acting within the scope of employment for you.

1. Full-time, part-time, seasonal and temporary employees; and
2. All persons who perform services on a volunteer basis for you, and under your direction and control.

Employee shall not include persons providing services to you under a mutual aid agreement or any similar agreements.

N. Extended Reporting Period means the period for the extension of coverage, if exercised, described in **SECTION VI – EXTENDED REPORTING PERIODS**.

O. Family Travel Expenses means the reasonable and necessary expenses incurred by any natural or adoptive parent, legal guardian, spouse, or child of a **Victim** within 30 days after such **Public Crisis Event** took place to travel to the location where the **Public Crisis Event** took place, so long as the **Public Crisis Event** took place on an official trip sponsored by the **Insured**. For the purpose of this definition, coach air transportation and/or ground transportation and standard class hotel accommodations shall be deemed reasonable expenses.

P. Hazardous Substances shall mean any oil or oil products, infectious or medical scents or byproducts produced or released by fungi but does not include any fungi intended by the **Insured** for consumption and electric or magnetic or electromagnetic field. **Hazardous substances** shall also include any substance exhibiting any hazardous characteristics as defined by or identified on a list of hazardous substances issued by the United States Environmental Protection Agency or any federal, state, county, municipal or local counterpart thereof or any foreign equivalent.

Q. Insured means:

1. The Named Insured;
2. All persons who were, now are or shall be lawfully elected or appointed officials or employees while acting for or on your behalf;
3. Commissions, boards, or other units, and members and employees thereof, operated by and under your jurisdiction and within an apportionment of the total operating budget indicated in the **Application** for this Coverage Form;
4. Volunteers and leased **Employees** acting for or on behalf of, and at the request and under the direction of, you;
5. Your officials and **Employees** appointed at your request to serve with an outside tax-exempt entity;
6. Your Medical Director, but solely while acting within the course and scope of their duties as Medical Director as outlined in Florida Statute 401.265.

R. Personal Injury means injury arising out of one or more of the following offenses:

1. False arrest, detention or imprisonment;
2. Malicious prosecution;
3. Libel, slander or other defamatory or disparaging material;
4. Publication or an utterance in violation of an individual's right to privacy; and
5. Wrongful entry or eviction, or other invasion of the right to private occupancy.

S. Policy Period means the period of time specified in the Declarations, subject to prior termination pursuant to paragraph **A. CANCELLATION** in the **COMMON AGREEMENT CONDITIONS**.

T. Pollutants means solids, liquids, gaseous or thermal irritants, contaminants including smoke, vapor, soot, fumes acids, alkalis, chemicals and waste materials. Waste includes materials to be recycled, reconditioned, or reclaimed.

U. Post-Crisis Expenses means the reasonable costs incurred by the **Insured** within 60 days after the **Public Crisis Event** took place to purchase equipment or make property improvements that are not covered by other insurance and that relate directly to the security of the **Insured's Premises** and may assist in prevention or mitigation of future **Public Crisis Events**.

V. Premises means the following, if located in the continental United States:

1. Any building, facility or other real property including adjoining ways, which the **Insured** owns, rents or leases and is used by the **Insured** to conduct its business, including administration, maintenance and recreational facilities;
2. Any other building, facility, or other real property, but solely if being visited by your elected or appointed or employed officials, directors, members of commissions, boards or other units operated by the **Insured** and under its jurisdiction, or **Employees**, on an official business trip on behalf of the **Insured**;
3. Any vehicle that the **Insured** owns or leases pursuant to a written contract, but solely if being used in the transportation of your elected or appointed or employed officials, directors, members of commissions, boards or other units operated by you and under your jurisdiction, or **Employees**.

Premises does not include:

- a. Any building, facility, or other real property owned, rented or leased by, or under the management and direction of any individual or entity other than the **Insured**, other than as described in paragraph **2.** above;
- b. Any location for an event independently organized by **Employees** or others without the knowledge or approval of the **Insured**; or
- c. Any vehicle, other than as described in paragraph **3.** above.

W. Professional Health Care Services means any medical, surgical, nursing, psychiatric or dental service, except:

1. The acts of employed certified emergency medical service personnel in the course and scope of their duties for you; and
2. The acts of employed licensed nurses, school psychologists, physical therapists, speech therapists emergency medical technicians or paramedics in the course and scope of their duties for you.

X. Property Damage means:

1. Physical injury to, or loss or destruction of, tangible property, including the loss of use thereof; and
2. Loss of use of tangible property which has not been physically injured, damaged or destroyed.

Y. Public Crisis Event means:

1. Any violent act of a criminal nature taking place on the **Insured's Premises** which caused **Bodily Injury** to a **Victim**; or
2. A credible threat communicated to the **Insured** of a violent act of a criminal nature taking place on the **Insured's Premises** which the **Insured** reasonably believed may imminently cause **Bodily Injury** to a **Victim**;

in response to which the **Insured**:

- a. Implements its **Emergency Response Plan**;
- b. Contact federal, state or local policy authorities for assistance; and
- c. Invokes an emergency succession plan due to **Bodily Injury** to a **Victim**, or the credible threat thereof.

Public Crisis Event involving a sequence or series of related violent acts or threats will be deemed to have taken place at the time the first violent act began or threat occurred. Continuous or repeated exposure to substantially the same acts or threats, regardless of how many **Victims** by the same perpetrator, or two or more perpetrators acting in concert, shall be considered one **Public Crisis Event**.

Z. Public Entity means the municipality, governmental body, department or unit which is shown in the Declarations as the Named Insured.

AA. Public Relations Expenses means the reasonable and necessary fees and expenses incurred by the **Insured** in response to a **Public Crisis Event**, within 120 days after such **Public Crisis Event** took place, for services performed by a **Crisis Management Firm** to minimize potential negative publicity or loss of goodwill to the name or reputation of the **Insured** arising from such **Public Crisis Event**, including but not limited to maintaining and restoring public confidence in the **Insured** and providing advice to the **Insured**.

BB. Related Claims means all **Claims** arising out of a single **Wrongful Act** or a series of **Related Wrongful Acts**. All **Related Claims** that are made and reported before the end of the **Policy Period** or any **Extended Reporting Period** provided shall be deemed to have been first made on the earliest date any **Related Claim** is first made against the **Insured**, regardless of whether that earliest date is before the **Policy Period**, during the **Policy Period**, or during the **Extended Reporting Period**, and regardless of the number of **Related Claims**, claimants, defendants or causes of action.

CC. Related Wrongful Acts means all **Wrongful Acts** that have as a common nexus any act, circumstance, situation, event, transaction, cause or series of related facts, circumstances, situations, events, transactions or causes.

DD. Retaliation means a wrongful act of an **Insured** relating to or alleged to be in response to any of the following activities:

1. The disclosure or threat of disclosure by your **Employee** to a superior or to any governmental agency of any act by an **Insured** which act is alleged to be a violation of any federal, state, local or foreign law, common or statutory, or any rule or regulation promulgated thereunder;
2. The actual or attempted exercise by your employee of any right that such employee has under

law, including rights under workers' compensation laws, the Family and Medical Leave Act, the Americans with Disabilities Act or any other law relating to employee rights;

3. The filing of any claim under the Federal False Claims Act or any other federal, state, local or foreign whistle-blower law;
4. Strikes by your employees; or
5. Political affiliation.

EE. Retroactive Date means the date specified in the Declarations.

FF. Sexual abuse means any actual, attempted or alleged sexual conduct by a person, or by persons acting in concert, which causes injury. **Sexual abuse** includes **sexual molestation**, sexual assault, sexual exploitation, or sexual injury. It does not include sexual harassment.

GG. Sexual molestation means physical **sexual abuse** of any person, including but not limited to, any non-consensual physical sexual involvement or physical sexual contact.

HH. Travel/Printing Expenses means the reasonable and necessary expense incurred by the **Insured** in response to a **Public Crisis Event** within 120 days after such **Public Crisis Event** took place for printing, advertising, mailing materials, or travel by any **Insured** or the **Crisis Management Firm** in connection with such **Public Crisis Event**.

II. Victim means:

1. Any elected or appointed or employed officials, directors, members of commissions, boards or other unit operated by the **Insured** and under its jurisdiction;
2. Any **Business Invitee**; or
3. Any **Employee**;

who sustain(s) a **Bodily Injury**.

Provided however, **Victim** shall not include any independent contractor or subcontracted personnel working on the **Premises** or any person who has or is alleged to have made any attempt at, or knowingly participated in, or encouraged any **Public Crisis Event**.

JJ. Wrongful Act means:

1. With respect to Public Officials' Liability, any actual or alleged act, error or omission, neglect or breach of duty committed by you, or by any other **Insured** solely in the performance of duties for you.
2. With respect to Employment Practices Liability, a **Wrongful Employment Practice** or **Wrongful Third Party** committed by you, or by any other **Insured** solely in the performance of duties for you.

KK. Wrongful Employment Practice means any actual or alleged:

1. Wrongful dismissal or discharge or termination of employment, whether actual or constructive;
2. Employment related misrepresentation;
3. Violation of any federal, state, or local laws (whether common or statutory) concerning employment or discrimination in employment;
4. Sexual harassment or other unlawful workplace harassment;
5. Wrongful deprivation of a career opportunity or failure to employ, promote or grant tenure;
6. Wrongful discipline of employees;

7. Negligent evaluation of employees;
8. Failure to adopt adequate workplace or employment policies and procedures; or
9. Employment related libel, slander, defamation or invasion of privacy.

LL. Wrongful Third Party means any actual or alleged against an **Insured** by a third-party individual (other than another **Insured**, or a student minor) with whom an **Insured** interacts for the **Premises** of conducting official business on behalf of the **Insured**:

1. Harassment (including sexual harassment);
2. Discrimination based upon age, gender, race, color, national origin, religion, sexual orientation or preference, pregnancy or disability or any basis prohibited by federal, state or local laws; or
3. Invasion of privacy.

The foregoing definitions shall apply equally to the singular and plural forms of the respective words.

SECTION IV – EXCLUSIONS

We shall not be liable for **Damages** or **Claim Expenses** on account of any **Claim**:

- A.** Based upon, arising out or attributable to any actual dishonest, fraudulent, criminal or malicious act, error or omission, or any intentional or knowing violation of the law by an **Insured**. The applicability to this exclusion to any specific **Insured** may be determined by an admission of such **Insured**, a finding, or a final adjudication on the proceeding constituting the **Claim** or in a proceeding separate from or collateral to the **Claim**. If any specific **Insured** in fact engaged in the conduct specified in this exclusion, such **Insured** shall reimburse us for any **Claim Expenses** advanced to or on behalf of such **Insured**.
- B.** Seeking relief or redress in any form other than monetary damages or **Claim Expenses** for a **Claim** seeking such non-monetary relief, except as provided in the **SECTION II - SUPPLEMENTARY PAYMENTS**.
- C.** Alleging, based upon, arising out or attributable to any:
 1. **Bodily Injury**;
 2. **Property Damage**;
 3. **Personal Injury**;
 4. **Advertising Injury**;
 5. Any allegation that an **Insured** negligently employed, investigated, supervised or retained any person who is liable or responsible for such injury or damage, as it relates to items **C. 1.**, **C.2.**, **C.3.** and **C.4.** above; or
 6. Any willful violation of any statute, ordinance or regulation committed by you or an **Insured** or with your knowledge or consent as it relates to items **C. 1.**, **C.2.**, **C.3.**, and **C.4.** above.
- D.** Alleging, based upon, arising out or attributable to inverse condemnation, eminent domain, temporary or permanent taking, adverse possession, dedication by adverse use, condemnation proceedings, or claims brought under Florida Statute 70.001, the "Bert J. Harris, Jr., Private Property Rights Protection Act," or any similar claim by whatever name called.
- E.** Alleging, based upon, arising out or attributable to the failure to effect or maintain any insurance or bond, which shall include, but not be limited to, insurance provided by self-insurance arrangements, pools, self-insurance trusts, captive insurance companies, retention groups, reciprocal exchanges or any other plan or agreement of risk transfer or assumption.
- F.** Alleging, based upon, arising out or attributable to the gaining in fact of any profit or financial

advantage to which the **Insured** was not legally entitled.

- G. Alleging, based upon, arising out or attributable to the return or improper assessment of taxes, assessments, penalties, fines, fees.
- H. Alleging, based upon, arising out or attributable to:
 - 1. The actual, alleged or threatened discharge, dispersal, release, escape, seepage, migration or disposal of **Pollutants**; or
 - 2. Any direction or request that any **Insured** test for, monitor, clean up, remove, contain, treat, detoxify or neutralize **Pollutants**, or any voluntary decision to do so.
- I. Alleging, based upon, arising out or attributable to the planning, construction, maintenance, operation or use of any nuclear reactor, nuclear waste storage or disposal site or any other nuclear facility; the transportation of nuclear material; or any nuclear reaction or radiation, or radioactive contamination, regardless of its cause.
- J. Arising, directly or indirectly, out of a **Certified Act of Terrorism**.
- K. Alleging, based upon, arising out or attributable to an actual or alleged violation of the responsibilities, obligations or duties imposed by the Employee Retirement Income Security Act of 1974, any similar state or local laws, and any rules and regulations promulgated thereunder and amendments thereto.
- L. Brought or maintained by or on behalf of or in the right of any **Insured**, however, with respects any **Claim** alleging any **Wrongful Employment Practices**, this exclusion shall only apply to cross-claims or counter-claims brought or maintained by, on behalf of, or in the right of one **Insured** against another **Insured**.
- M. Alleging, based upon, arising out or attributable to breach of contract, warranty, guarantee or promise unless such liability would have attached to the **Insured** even in the absence of such contract, warranty, guarantee or promise. However, this exclusion shall not apply to any **Claim** alleging any **Wrongful Employment Practices**.
- N. Alleging, based upon, arising out or attributable to any actual or alleged liability assumed by the **Insured** under any contract or agreement, unless such liability would have attached to the **Insured** even in the absence of such contract.
- O. Alleging, based upon, arising out or attributable to any actual or alleged violation of any antitrust, restraint of trade or other law, rule or regulation which protects competition.
- P. Alleging, based upon, arising out or attributable to the operation of or activities of any hospitals, clinics, treatment center or other public medical, psychiatric or psychological facility, medical, psychiatric or psychological treatment facility or infirmary at a prison, jail or other correctional facility of incarceration, nursing homes, or other health care operations, unless specifically included by endorsement attached.
- Q. Based upon, directly or indirectly resulting from, or in consequence of or in any way involving the actual, alleged or threatened:
 - 1. **Sexual Abuse** or **Sexual Molestation** by anyone of any person while in the care, custody or control of any **Insured**;
 - 2. The negligent employment, investigation, supervision or retention of any **Insured** alleged to have sexually abused or sexually molested any person while in the care, custody or control of any **Insured**; or
 - 3. The failure of any **Insured** to report **sexual abuse** or **sexual molestation** when required to do so.
- R. Alleging, based upon, arising out or attributable to the rendering or failure to render medical services,

including without limitation:

1. Providing medical, surgical, dental, psychiatric or nursing treatment, care, diagnosis or services, including the furnishing of food or beverage in connection therewith;
 2. Furnishing or dispensing drugs or medical, dental or surgical supplies or appliances;
 3. Handling, arranging or performing post-mortem examinations on human bodies;
 4. Providing services as a member of or participant in a formal medical accreditation or similar medical professional board or committee of a hospital or a professional society;
 5. Providing services as a member of or participating in a formal medical peer review committee, board or similar medical peer review group of a hospital or a professional society; or
 6. Proffering any advice, counseling, training and oversight in connection with any of the above except as provided under Florida Statute 401.265.
- S. Alleging, based upon, arising out or attributable to:
1. Any prior or pending litigation filed on or before the effective date of the first agreement issued and continuously renewed by us, or the same or substantially the same **Wrongful Act**, fact, circumstance or situation underlying or alleged therein; or
 2. Any other **Wrongful Act** which, together with a **Wrongful Act** in any prior or pending litigation, would constitute **Related Wrongful Acts**.
- T. Alleging, based upon, arising out or attributable to:
1. Any **Wrongful Act**, fact, circumstance or situation which has been the subject of any written notice given under any other agreement or policy; or
 2. Any other **Wrongful Act** which, together with a **Wrongful Act** which has been the subject of such notice, would constitute **Related Wrongful Acts**.
- U. Alleging, based upon, arising out or attributable to any **Wrongful Act** prior to the inception date of the first agreement issued by us and continuously renewed and maintained, if on or before such date any **Insured** knew or could have reasonably foreseen that such **Wrongful Act** could lead to a **Claim**.
- V. Solely with respect to any **Claim** under **SECTION I - COVERAGE AGREEMENTS**, paragraph **B. Employment Practices Liability and Third-Party Liability**:
1. Alleging, based upon, arising out or attributable to any violation of the responsibilities, obligations or duties imposed by:
 - a. Any worker's compensation, disability benefits, unemployment compensation, unemployment insurance, retirement benefits, social security benefits or similar law;
 - b. The Fair Labor Standards Act (except the Equal Pay Act);
 - c. The National Labor Relations Act;
 - d. The Worker Adjustment and Retraining Notification Act;
 - e. The Consolidated Omnibus Budget Reconciliation Act;
 - f. The Occupational Safety and Health Act;or any rules or regulations of any of such statutes or laws, amendments thereto or any similar provisions of any federal, state, local or foreign statutory law or common law; provided however, this exclusion shall not apply to a **Claim** for **Retaliation**.
 2. Alleging, based upon, arising out or attributable to any costs or liability incurred by any **Insured**

to provide any reasonable accommodations required by, made as a result of, or to conform with the requirements of, the Americans With Disabilities Act of 1992, as amended, or any similar federal, state or local law, regulation or ordinance, including the modification of any building, property or facility to make it more accessible or accommodating to any disabled person.

- W.** Arising out of any actual or alleged act or omission resulting from law enforcement activities of any police department or any other law enforcement agencies, including their agents or employees. This exclusion does not apply to **Claims** arising out of any actual or alleged acts or omissions by school employees or volunteers that have been certified as school guardians under Florida Statute 30.15 and appointed to serve their schools as a safe-school officer under Florida Statute 1006.12.
- X.** Based on or arising out of the infringement of copyright, trademark, plagiarism, piracy or misappropriation of any ideas or other intellectual property.
- Y.** Based upon, directly or indirectly resulting from Electronic Vandalism. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage. As used in this exclusion, Electronic Vandalism means:
 - 1.** Willful or malicious destruction of computer programs, content, instructions or other electronic or digital data stored within **Computer Systems**;
 - 2.** Unauthorized computer code or programming that:
 - a.** Deletes, distorts, corrupts or manipulates computer programs, content, instructions or other electronic or digital data, or otherwise results in damage to computers or **Computer Systems** or networks to which it is introduced;
 - b.** Replicates itself, impairing the performance of computers or **Computer Systems** or networks; or
 - c.** Gains remote control access to data and programming within computers or **Computer Systems** or networks to which it is introduced, for uses other than those intended for authorized users of the computers or **Computer Systems** or networks.

With respect to any activity that comes within the terms of exclusion **BB.** (War and Military Action Exclusion) and involves Electronic Vandalism, exclusion **BB.** (War and Military Action Exclusion) supersedes this exclusion **Y.** (Electronic Vandalism Exclusion). With respect to any activity that comes within the terms of exclusion **J.** (Terrorism Exclusion) and involves Electronic Vandalism, exclusion **J.** (Terrorism Exclusion) supersedes this exclusion **Y.** (Electronic Vandalism Exclusion).

- Z.** Based upon or arising out of:
 - a.** Any activity for which an **Insured** is acting in a fiduciary capacity; or
 - b.** Any debt financing, including but not limited to bonds, notes, debentures and guarantees of debt; or
 - c.** The formulation of tax rates, the collection of taxes, or the formulation of tax refunds.
- AA.** Arising directly or indirectly out of, resulting from, caused or contributed to by electromagnetic radiation, provided that such loss, cost or expense results from or is contributed to by the hazardous properties of electromagnetic radiation. This includes any costs for the actual or threatened abatement, mitigation, or removal.
- BB.** Arising directly or indirectly out of:
 - 1.** Hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual, impending or expected attack:
 - a.** By any government or sovereign power (de jure or de facto), or by any authority maintaining

or using military, naval or air forces;

b. By military, naval or air forces; or

c. By an agent of any such government, power, authority or forces.

- 2.** Invasion, insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating or defending against such an occurrence.

Any discharge, release, explosion or use of any chemical or biological agent, or any weapon or device of war employing nuclear fission or fusion, will be conclusively presumed to be such a hostile or warlike action by such a government, power, authority or forces.

With respect to any action that comes within the terms of this exclusion **BB.** (War and Military Action Exclusion) and:

- 1.** Involves nuclear reaction or radiation, or radioactive contamination, this exclusion **BB.** (War and Military Action Exclusion) supersedes exclusion **I.** (Nuclear Hazard Exclusion);
- 2.** Involves Electronic Vandalism as defined in exclusion **Y.** (Electronic Vandalism Exclusion), this exclusion **BB.** (War and Military Action Exclusion) supersedes exclusion **Y.** (Electronic Vandalism Exclusion);
- 3.** Comes within the terms of exclusion **J.** (Terrorism Exclusion), this Exclusion **BB.** (War and Military Action Exclusion) supersedes exclusion **J.** (Terrorism Exclusion).

CC. That includes an award for punitive or exemplary damages.

DD. Based upon or arising out of any **Hazardous Substances.**

EE. Arising out of the ownership, maintenance, use or entrustment to others, or control of or responsibility for any airfield, airport, aircraft, runway, hangar, building or other property or facility designed for, used, connected, associated or affiliated with or in any way related to aviation or aviation activities. Use includes operation and loading or unloading.

This exclusion does not apply to premises exposure for those common areas open to the public including but not limited to parking areas, sidewalks, and terminal buildings.

FF. Arising out of, in connection with or caused or contributed to by any failure or inability to supply or any interruption of any adequate quantity of power, steam, pressure, or fuel.

GG. Arising out of or caused or contributed to by any subsidence, erosion or earth movement.

HH. Due to the rendering or failure to render any **Professional Health Care Services**, but not including emergency medical services for first aid performed by employed licensed nurses, school psychologists, physical therapists, speech therapists, emergency medical technicians, paramedics or Medical Director while in the course and scope of their duties.

II. Arising out of the sale or distribution or handling of contaminants, or **Pollutants** including but not limited to acids, alkylides, chemicals, **Fungi**, metals, or bacteria in water sold, handled or distributed on behalf of the Named Insured.

JJ. Arising out of any **Claim** for injunctive, declaratory, or equitable relief and costs inclusive of any attorney's fees arising therefrom.

KK. Arising out of any activity or function by or on behalf of any law enforcement agency or any agent thereof and/or activity or function related to the administration of the criminal justice system, including secondary employment of any law enforcement official.

SECTION V - ESTATES, LEGAL REPRESENTATIVES AND SPOUSES

The estates, heirs, legal representatives, assigns, spouses and legally recognized domestic partners of an **Insured** shall be considered **Insureds** under this Coverage Form; but coverage is afforded to such estates, heirs, legal representatives, assigns, spouses and legally recognized domestic partners only for a **Claim** arising solely out of their status as such and, in the case of a spouse or legally recognized domestic partner, where the **Claim** seeks **Damages** from marital community property, jointly held property or property transferred from an **Insured** to the spouse or legally recognized domestic partner. No coverage is provided for any **Wrongful Act** of an estate, heir, legal representative, assign, spouse or legally recognized domestic partner. All of the terms and conditions of this Coverage Form including, without limitation, the Deductible applicable to **Damages** and **Claim Expenses** incurred by **Insureds**, shall also apply to **Damages** and **Claim Expenses** incurred by such estates, heirs, legal representatives, assigns, spouses and legally recognized domestic partners.

SECTION VI - EXTENDED REPORTING PERIODS

If we terminate or do not renew this Coverage Form (other than for failure to pay a premium when due), or if you terminate or do not renew this Coverage Form and do not obtain replacement coverage as of the effective date of such cancellation or non-renewal, you shall have the right, upon payment of the additional premium described below, to a continuation of the coverage granted by this Coverage Form for at least one **Extended Reporting Period** as follows:

A. Automatic Extended Reporting Period

You shall have continued coverage granted by this **Coverage Agreement** for a period of 75 days following the effective date of such termination or nonrenewal, but only for **Claims** first made during such 75 days and arising from **Wrongful Acts** taking place prior to the effective date of such termination or nonrenewal and subsequent to the retroactive date shown on the declarations page. This Automatic **Extended Reporting Period** shall immediately expire upon the purchase of replacement coverage by you.

B. Optional Extended Reporting Period

You shall have the right, upon payment of the additional premium of 100% of the expiring premium, set forth in the Declarations, to purchase an Optional **Extended Reporting Period**, for the period of 12 months following the effective date of such termination or nonrenewal, but only for **Claims** first made during such Optional **Extended Reporting Period** and arising from **Wrongful Acts** taking place prior to the effective date of such termination or nonrenewal and subsequent to the retroactive date shown on the declarations page.

This right to continue coverage shall lapse unless written notice of such election is given by you to us, and we receive payment of the additional premium, within 30 days following the effective date of termination or nonrenewal. The first 75 days of the Optional **Extended Reporting Period**, if it becomes effective, shall run concurrently with the Automatic **Extended Reporting Period**.

- C.** We shall give you notice of the premium due for the **Extended Reporting Period** as soon as practicable following the date you give such notice of such election, and such premium shall be paid by you to us within 30 days following the effective date of termination or nonrenewal. The **Extended Reporting Period** is not cancelable and the entire premium for the **Extended Reporting Period** shall be deemed fully earned and nonrefundable upon payment.
- D.** The **Extended Reporting Period**, if exercised, shall be part of and not in addition to the Limit of Liability for the immediately preceding **Policy Period**. The purchase of the **Extended Reporting Period** shall not increase or reinstate the Limit of Liability, which shall be our maximum liability of for the **Policy Period** and **Extended Reporting Period**, combined.
- E.** A change in the terms, conditions, exclusions and/or premiums of this Coverage Form shall not be

considered a nonrenewal for purposes of triggering the rights to the Automatic or Optional **Extended Reporting Period**.

SECTION VII - LIMIT OF LIABILITY

In the event of a suit or **Claim** triggering coverage under this Coverage Part and the General Liability Coverage Part, the terms and conditions in paragraph **M. TWO OR MORE COVERAGE FORMS** in the **COMMON AGREEMENT CONDITIONS** also apply.

Regardless of the number of Coverages purchased, **Insureds** against whom **Claims** are brought, **Claims** made or persons or entities making **Claims**, the following applies:

A. Limit of Liability for Coverage(s) Purchased

1. The Each **Claim** Limit of Liability stated in the Declarations for a Coverage purchased is our maximum liability under that Coverage for the sum of all **Damages** because of each **Claim**, including each **Claim** alleging **Related Wrongful Acts**, first made and reported during the **Policy Period**.
2. The Aggregate Limit of Liability stated in the Declarations for a Coverage purchased is our maximum liability under that Coverage for the sum of all **Damages** because of all **Claims**, including all **Claims** alleging **Related Wrongful Acts**, first made and reported during the **Policy Period**.
3. **Claim Expenses** shall be in addition to the Aggregate Limit of Liability stated in the Declarations and shall not reduce such Aggregate Limit of Liability.

B. Maximum Aggregate Limit of Liability

The Maximum Aggregate Limit of Liability stated in the Declarations is our maximum liability under all Coverages purchased for the sum of all **Damages** under this Coverage Form.

C. Deductible

The Deductible stated in the Declarations is applicable to each **Claim** under **SECTION I – COVERAGE AGREEMENTS**, including each **Claim** alleging **Related Wrongful Acts**, and applies to both **Damages** and **Claim Expenses** combined. The Deductible shall be paid by you and shall be borne at the risk of all **Insureds** and shall remain not covered during the **Policy Period**. The Limits of Liability set forth in the Declarations are in addition to and in excess of the Deductible. If different parts of a single **Claim** are subject to different Deductibles, the applicable Deductible shall be applied separately to each part of the **Damages** and **Claim Expenses**, but the sum of such Deductibles shall not exceed the largest applicable Deductible. The Deductible does not apply to Supplementary Payments made under this agreement, unless otherwise stated.

D. Multiple Claims

All **Related Claims** shall be deemed a single **Claim**, and such **Claim** shall be deemed first made on the date the earliest of such **Related Claims** was first made.

SECTION VIII – NOTICE

- A.** The **Insured** shall, as a condition precedent to our obligations under this Coverage Form, give immediate written notice to us of any **Claim**, but in no event later than 30 days after the end of the **Policy Period**, the Automatic **Extended Reporting Period**, or, if elected, the Optional **Extended Reporting Period**.
- B.** The **Insured** shall immediately forward to us, every demand, notice, summons, or other process or pleadings received by the **Insured** or the **Insured's** representatives.
- C.** If, during the **Policy Period**, any **Insured** becomes aware of any **Wrongful Act** which may reasonably be expected to give rise to a **Claim** against the **Insured**, and during the **Policy Period** gives written

notice thereof to us with all available particulars, including but not limited to:

1. The specific **Wrongful Act**;
2. The dates and persons involved;
3. The identity of anticipated or possible claimants;
4. The circumstances by which the **Insured** first became aware of the possible **Claim**;

and a **Claim** is subsequently made against the **Insured** arising from such **Wrongful Act** and properly reported to us, the **Claim** shall be deemed to have been first made at the time such written notice was received by us.

- D. All notices under any provision of this Coverage Form shall be in writing and given by prepaid express courier, certified mail or facsimile transmission properly addressed to the appropriate party. Notice by the **Insureds** may be given to you at the address shown in the Declarations. Notice given as described above shall be deemed to be received and effective upon actual receipt thereof by the addressee.
- E. 1. The **Insured** must notify us in writing as soon as practicable during the **Policy Period** but in no event more than 10 days after the **Public Crisis Event** first took place. The written notice must be as complete as possible, stating how, when, and where the **Public Crisis Event** took place and the **Bodily Injury** or damage arising therefrom, and providing a summary of the **Crisis Management Expenses** incurred or expected to be incurred.
2. To be eligible for coverage, **Crisis Management Expenses** must be submitted to us not later than 90 days after such **Crisis Management Expenses** are incurred.
3. We will be permitted, but not obligated, to inspect the **Insured's** property and operations and to review the **Emergency Response Plan** at any time, upon reasonable notice. Neither our right to make such inspection or review nor the making of any such inspection or review shall constitute an undertaking, on behalf of or for the benefit of the **Insured** or others, to determine or warrant that such property and operations are safe or that the **Emergency Response Plan** is adequate, effective or legal.

SECTION IX - DEFENSE AND SETTLEMENT

- A. We shall have the right and duty to defend any covered **Claim** brought against an **Insured** even if such **Claim** is groundless, false or fraudulent. The **Insured** shall not admit or assume liability or settle or negotiate to settle any **Claim** or incur any **Claim Expenses** without our prior written consent, and we shall have the right to appoint counsel and to make such investigation and defense of a covered **Claim** as we deem necessary.
- B. We shall not settle any **Claim** without your written consent. If you refuse to consent to a settlement acceptable to the claimant in accordance with our settlement recommendation, then, subject to the applicable Limit of Liability of the Declarations, our liability for such **Claim** will not exceed:
1. The amount for which such **Claim** could have been settled by you plus **Claim Expenses** up to the date you refused to settle such **Claim**; plus
 2. Sixty percent (60%) of any **Damages** and/or **Claim Expenses** in excess of the amount of clause above, incurred in connection with such **Claim**.
- C. We shall not be obligated to investigate, defend, pay or settle, or continue to investigate, defend, pay or settle any **Claim** after any applicable Limit of Liability specified in the Declarations has been exhausted by payment of **Damages** and **Claim Expenses**, or by any combination thereof, or after we have deposited the remainder of any unexhausted applicable Limit of Liability into a court of competent jurisdiction. In either such case, we shall have the right to withdraw from the further

investigation, defense, payment or settlement of such **Claim** by tendering control of such **Claim** to the **Insured**.

- D. The **Insureds** shall cooperate with us, and provide to us all information and assistance which we reasonably request including but not limited to attending hearings, depositions and trials and assistance in effecting settlements, securing and giving evidence, obtaining the attendance of witnesses and conducting the defense of any **Claim** covered by this Coverage Form. The **Insureds** shall do nothing that may prejudice our position.

SECTION X - REPRESENTATIONS AND SEVERABILITY

- A. You represent and acknowledge that all the information and statements provided to us by any **Insured**, including information and documentation in, attached to or incorporated in the **Application**, are true, accurate and complete, constitute material representations made by all **Insureds**, are the basis of this Coverage Form, are incorporated into and constituting a part of this Coverage Form, and are material to the acceptance of this risk or the hazard assumed by us under this Coverage Form.
- B. It is understood and agreed that:
1. This Coverage Form is issued in reliance upon the truth and accuracy of such representations;
 2. You have and will provide accurate information with regard to loss control audits and network security assessments; and
 3. This Coverage Form may be null and void in its entirety and we shall have no liability hereunder if a misrepresentation is material to the acceptance of the risk or to the hazard assumed by us; or if the true facts had been known to us pursuant to a requirement under this Coverage Form or other requirement, we, in good faith, would not have issued this coverage, would not have issued it at the same premium rate, would not have issued this coverage in as large an amount, or would not have provided coverage with respect to the hazard resulting in the loss.

SECTION XI - TERRITORY AND VALUATION

- A. All premiums, limits, Deductibles, **Damages**, **Claim Expenses** and other amounts under this Coverage Form are expressed and payable in the currency of the United States of America. If judgment is rendered, settlement is denominated or another element of **Damages** and **Claim Expenses** under this Coverage Form is stated in a currency other than United States of America dollars, payment under this Coverage Form shall be made in United States dollars at the applicable rate of exchange as published in The Wall Street Journal as of the date the final judgment is reached, the amount of the settlement is agreed upon or the other element of **Damages** or **Claim Expenses** is due, respectively or if not published on such date, the next date of publication of The Wall Street Journal.
- B. Coverage under this Coverage Form shall extend to **Wrongful Acts** taking place or **Claims** made or **Damages** or **Claim Expenses** sustained anywhere in the world, provided the **Claim** is made within the jurisdiction of and subject to the laws of the United States of America, Canada or their respective territories or possessions.

SECTION XII – SUBROGATION

In the event of any payment under this Coverage Form, we shall be subrogated to the extent of such payment to all the rights of recovery of an **Insured**. The **Insured** shall execute all papers required and shall do everything necessary to secure and preserve such rights, including the execution of such documents necessary to enable us effectively to bring suit or otherwise pursue subrogation rights in the name of the **Insured**.

SECTION XIII - ACTION AGAINST US AND BANKRUPTCY

- A. Except as provided in **SECTION XVI - ALTERNATIVE DISPUTE RESOLUTION**, no action shall be brought

against us, unless, as a condition precedent thereto, the **Insured** shall have fully complied with all the terms of this Coverage Form, and the amount of the **Insured's** obligation to pay shall have been fully determined either by judgment against the **Insured** after actual trial and appeal or by written agreement of the **Insured**, the claimant and us.

- B.** Bankruptcy or insolvency of the **Insured** or of the **Insured's** estate shall neither relieve nor increase any of our obligations hereunder.

SECTION XIV - AUTHORIZATION CLAUSE

By the acceptance of this Coverage Form, you agree to act on behalf of all **Insureds** with respect to the giving of notice of **Claim**, the giving or receiving of notice of termination or nonrenewal, the payment of premiums, the receiving of any premiums that may become due under this Coverage Form, the agreement to and acceptance of endorsements, consenting to any settlement, exercising the right to the **Extended Reporting Period**, and the giving or receiving of any other notice provided for in this Coverage Form, and all **Insureds** agree that you shall act on their behalf.

SECTION XV - ALTERATION, ASSIGNMENT AND HEADINGS

- A.** Notice to any agent or knowledge possessed by any agent or by any other person shall not affect a waiver or a change in any part of this Coverage Form nor prevent us from asserting any right under the terms of this Coverage Form.
- B.** No change in, modification of, or assignment of interest under this Coverage Form shall be effective except when made by a written endorsement to this Coverage Form, which is signed by our authorized representative.
- C.** The titles and headings to the various parts, sections, subsections and endorsements of the Coverage Form are included solely for ease of reference and do not in any way limit, expand or otherwise affect the provisions of such parts, sections, subsections or endorsements.

SECTION XVI - ALTERNATIVE DISPUTE RESOLUTION

The **Insureds** and we shall submit any dispute or controversy arising out of or relating to this Coverage Form or the breach, termination or invalidity thereof to the Alternative Dispute Resolution ("ADR") process set forth in this Section.

Either an **Insured** or us may elect the type of ADR process discussed below; provided, however, that the **Insured** shall have the right to reject the choice by us of the type of ADR process at any time prior to its commencement, in which case the choice by the **Insured** of ADR process shall control.

There shall be two choices of ADR process:

- 1.** Non-binding mediation administered by any mediation facility to which we and the **Insured** mutually agree, in which the **Insured** and we shall try in good faith to settle the dispute by mediation in accordance with the then-prevailing commercial mediation rules of the mediation facility; or
- 2.** Arbitration submitted to any arbitration facility to which the **Insured** and we mutually agree, in which the arbitration panel shall consist of three disinterested individuals. In either mediation or arbitration, the mediator or arbitrators shall have knowledge of the legal, corporate management, or insurance issues relevant to the matters in dispute. In the event of arbitration, the decision of the arbitrators shall be final and binding and provided to both parties, and the award of the arbitrators shall not include attorneys' fees or other costs.

In the event of mediation, either party shall have the right to commence arbitration in accordance with this Section; provided, however, that no such arbitration shall be commenced until at least 60 days after the date the mediation shall be deemed concluded or terminated. In all events, each party shall share equally the expenses of the ADR process. Either ADR process must be commenced in the state indicated

in the Declarations at your principal address. You shall act on behalf of each and every **Insured** in connection with any ADR process under this Section.

SECTION XVII – LOSS SETTLEMENT

When we have agreed in writing to the settlement of a claim, we shall tender payment according to the terms of the agreement no later than 20 days after such settlement is reached.

However, a judgment or decree for recovery of money entered in any of the courts of Florida against us shall be fully satisfied within 60 days from and after the entry thereof, or in the case of an appeal from such judgment or decree, within 60 days from and after the affirmance of the same by the appellate court.



**PUBLIC ENTITY
EXTRA CONTRACTUAL LEGAL EXPENSE COVERAGE ENDORSEMENT ADMINISTRATIVE
PROCEEDINGS ENDORSEMENT**

NAMED INSURED: West Lake Community Development District
POLICY NO: 1001241229

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This Endorsement modifies coverage provided under the following:

PUBLIC OFFICIALS' LIABILITY AND EMPLOYMENT PRACTICES LIABILITY COVERAGE FORM, FIA 400

I. The following is added to SECTION II - SUPPLEMENTARY PAYMENTS:

We will reimburse one hundred percent (100%) of the legal fees an **Insured** pays an **Attorney** when such fees are incurred by any of the **Insured's** public officers as a result of an occurrence resulting in a **Covered Action** that alleges wrongdoing of such public officers, up to a maximum of twenty-five thousand dollars (\$25,000) per occurrence, not to exceed one hundred thousand dollars (\$100,000) in the aggregate for the coverage year subject to the following conditions:

1. Coverage for the occurrence does not arise elsewhere in the Coverage Form;
2. The public officer's conduct that gave rise to the **Covered Action** occurred while he or she was lawfully acting in his or her official capacity;
3. Coverage is specifically excluded for any occurrence outside the effective dates of this endorsement;
4. This coverage shall exclude reimbursement for any fines or penalties against the public officer resulting from a **Covered Action**;
5. We will not reimburse legal fees if the Public Officer is found to have breached the public trust or otherwise is found to have committed the violations alleged in the **Covered Action**;
6. The **Insured** provides documentation as is reasonably required by us to demonstrate the legal fees incurred by the public officer and paid by such **Insured**; and
7. After the appropriate Deductible or Self Insured retention, whichever is applicable, is met.

II. With respect to this Endorsement only, the following definitions are added to SECTION III - DEFINITIONS:

Attorney means a person admitted by the Supreme Court of Florida to practice law in Florida and who is a member in good standing of The Florida Bar. **Attorney** excludes the member's city attorney or customary chief legal adviser.

Covered Action means any administrative proceeding before the Florida Public Employees Relation Commission, the State of Florida Commission on Human Relations or the Federal Equal Employment Opportunity Commission, and any **Ethics Proceeding** before the State of Florida Commission on Ethics or an **Ethics Proceeding** before any local ethics commission created by ordinance which has

jurisdiction over the occurrence. **Covered Action** shall include related appeals arising from any of the underlying proceedings described herein.

Ethics Proceeding means any proceeding designed to dispose of an ethics complaint initiated in the State of Florida Commission on Ethics alleging a public officer or group of public officers of a member has committed a breach of public trust, excluding any portion of such proceeding prior to the issuance of a "Determination of Investigative Jurisdiction and Order to Investigate."



**PUBLIC ENTITY
CYBER LIABILITY ENDORSEMENT**

NAMED INSURED: West Lake Community Development District
POLICY NO: 1001241229

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This Endorsement modifies coverage provided under the following:
**PUBLIC OFFICIALS' LIABILITY AND EMPLOYMENT PRACTICES LIABILITY COVERAGE FORM, FIA 400
COMMON POLICY CONDITIONS, FIA 002**

SCHEDULE	
Item 1. Endorsement Period:	July 1, 2025 to October 1, 2025
Item 2. Limits of Liability:	
A. Business Interruption Loss	\$100,000 each Claim and in the aggregate including Claim Expenses
B. Cyber Extortion Loss	\$100,000 each Claim and in the aggregate including Claim Expenses
C. Data Recovery Costs	\$100,000 each Claim and in the aggregate including Claim Expenses
D. Data & Network Liability	\$100,000 each Claim and in the aggregate including Claim Expenses
E. Regulatory Defense & Penalties	\$100,000 each Claim and in the aggregate
F. Payment Card Liabilities & Costs	\$100,000 each Claim and in the aggregate
G. Media Liability	\$100,000 each Claim and in the aggregate including Claim Expenses
H. Fraudulent Instruction	\$25,000 each Claim and in the aggregate
I. Funds Transfer Fraud	\$25,000 each Claim and in the aggregate
J. Telephone Fraud	\$25,000 each Claim and in the aggregate
K. Criminal Reward	\$5,000 each Claim and in the aggregate
L. Breach Response Services	\$25,000 each Claim and in the aggregate including Claim Expenses
Item 3. Total Limit of Liability:	\$100,000
Notwithstanding the aggregate Limit of Liability under each Coverage Agreement as set forth in item 2. above, all payments made under this Endorsement, regardless of the number of Coverage Agreements that apply, will reduce the Total Limit of Liability as set forth above. In no event will we pay more than the Total Limit of Liability as set forth above.	
Item 4. Deductibles:	
A. Business Interruption Loss	\$0 each incident
B. Cyber Extortion Loss	\$0 each incident
C. Data Recovery Costs	\$0 each incident
D. Data & Network Liability	\$0 each incident

E. Regulatory Defense & Penalties	Network Expenditure: \$0 each claim
F. Payment Card Liabilities & Costs	\$0 each Claim
G. Media Liability	\$0 each Claim including Claim Expenses
H. Fraudulent Instruction	\$0 each loss
I. Funds Transfer Fraud	\$0 each loss
J. Telephone Fraud	\$0 each loss
K. Criminal Reward	\$0 each loss
L. Breach Response Services	\$0 each incident
Retroactive Date:	

THIS ENDORSEMENT'S LIABILITY INSURING AGREEMENTS PROVIDE COVERAGE ON A CLAIMS MADE AND REPORTED BASIS AND APPLY ONLY TO CLAIMS FIRST MADE AGAINST THE MEMBER DURING THE ENDORSEMENT PERIOD OR THE OPTIONAL EXTENDED REPORTING PERIOD (IF APPLICABLE) AND REPORTED TO US IN ACCORDANCE WITH THE TERMS OF THIS ENDORSEMENT. AMMOUNTS INCURRED AS CLAIMS EXPENSES UNDER THIS ENDORSEMENT WILL REDUCE AND MAY EXHAUST THE LIMIT OF LIABILITY AND ARE SUBJECT TO RETENTIONS. COVERAGE FOR EXPENSES OR LOSS MAY REQUIRE OUR PRIOR CONSENT OR APPROVAL. PLEASE READ THE POLICY CAREFULLY.

The words **we**, **us** and **our** refer to the Florida Municipal Insurance Trust which is providing this coverage. The term **Agreement** refers to the Coverage Agreement to which this Endorsement is attached. Words and phrases that appear in bold have special meaning.

Refer to **DEFINITIONS**. To the extent any words or phrases used in this Endorsement are defined elsewhere in the Agreement, such definitions provided elsewhere do not apply to give meaning to the words or phrases used in this Endorsement.

This Breach Response & Cyber Liability Endorsement is added to the Agreement and the terms and conditions of this Endorsement govern the scope of coverage and your and our duties. This Endorsement amends the Agreement to provide the below-described coverages.

Various provisions in this Endorsement restrict coverage. Read the entire Endorsement carefully to determine your rights and duties and what is and is not covered. The terms, conditions, exclusions and limits of liability set forth in this Endorsement apply only to the coverage provided by this Endorsement.

The terms and conditions of the Cancellation provision of the Agreement, and any amendment to such terms, are incorporated herein and shall apply to coverage as is afforded by this Endorsement, unless specifically stated otherwise herein.

In consideration of the payment of the premium and reliance upon the statements contained in the information and materials provided to us in connection with the underwriting and issuance of this Endorsement and subject to all the provisions, terms and conditions of this Endorsement, we agree as follows:

I. The following is added to SECTION I – COVERAGE AGREEMENTS:

A. Breach Response

To provide **Breach Response Services** to the **Member** because of an actual or reasonably suspected **Data Breach** or **Security Breach** that the **Member** first discovers during the **Endorsement Period**.

B. First Party Loss

1. To indemnify the Member for;

a. Business Interruption Loss

(1) **Business Interruption Loss** that the **Member** sustains as a result of a **Security Breach** that the **Member** first discovers during the **Endorsement Period**.

b. **Cyber Extortion Loss**

(1) **Cyber Extortion Loss** that the **Member** incurs as a result of an **Extortion Threat** first made against the **Member** during the **Endorsement Period**

c. **Data Recovery Costs**

(1) **Data Recovery Costs** that the **Member** incurs as a direct result of a **Security Breach** that the **Member** first discovers during the **Endorsement Period**.

C. Liability

1. **Data & Network Liability**

a. To pay **Damages** and **Claims Expenses**, which the **Member** is legally obligated to pay because of any **Claim** first made against any **Member** during the **Endorsement Period** for:

(1) A **Data Breach**;

(2) A **Security Breach**;

(3) The **Member's** failure to timely disclose a **Data Breach** or **Security Breach**;

(4) Failure by the **Member** to comply with that part of a **Privacy Policy** that specifically;

(a) Prohibits or restricts the **Member's** disclosure, sharing or selling of **Personally Identifiable Information**;

(b) Requires the **Member** to provide an individual access to **Personally Identifiable Information** or to correct incomplete or inaccurate **Personally Identifiable Information** after a request is made; or

(c) Mandates procedures and requirements to prevent the loss of **Personally Identifiable Information**;

Provided the **Member** has in force, at the time of such failure, a **Privacy Policy** that addresses those subsections above that are relevant to such **Claim**.

2. **Regulatory Defense & Penalties**

a. To pay **Penalties** and **Claims Expenses**, which the **Member** is legally obligated to pay because of a **Regulatory Proceeding** first made against any **Member** during the **Endorsement Period** for a **Data Breach** or a **Security Breach**.

3. **Payment Card Liabilities & Costs**

a. To indemnify the **Designated Member** for **PCI Fines, Expenses and Costs** which it is legally obligated to pay because of a **Claim** first made against any **Member** during the **Endorsement Period**.

4. **Media Liability**

a. To pay **Damages** and **Claims Expenses**, which the **Member** is legally obligated to pay because of any **Claim** first made against any **Member** during the **Endorsement Period** for **Media Liability**.

D. eCrime

1. To indemnify the **Member** for any direct financial loss sustained resulting from:

a. **Fraudulent Instruction**;

b. **Funds Transfer Fraud**; or

c. **Telephone Fraud;**

That the **Member** first discovers during the **Endorsement Period** or to indemnify the **Member** for **Criminal Reward Funds**.

II. With respect to the coverage under this Endorsement, **SECTION III – DEFINITIONS** is revised as follows:

A. Definition **F. Claim Expenses** is replaced by the following:

F. **Claim Expenses** means:

1. All reasonable and necessary legal costs and expenses resulting from the investigation, defense and appeal of a **Claim**, if incurred by us, or by the **Member** with our prior written consent.; and
2. The premium cost for appeal bonds for covered judgments or bonds to release property used to secure a legal obligation, if required in any **Claim** against a **Member**; provided we will have no obligation to appeal or to obtain bonds.

Claims Expenses will not include any salary, overhead, or other charges by the **Member** for any time spent in cooperating in the defense and investigation of any **Claim** or circumstance which might lead to a **Claim** notified under this Endorsement, or costs to comply with any regulatory orders, settlements or judgments.

B. Definition **G. Claim** is replaced by the following:

G. **Claim** means:

1. A written demand received by any **Member** for money or services;
2. With respect to coverage provided under the Regulatory Defense & Penalties insuring agreement only, institution of a **Regulatory Proceeding** against any **Member**; and
3. With respect to coverage provided under part 1. of the Data & Network Liability insuring agreement only, a demand received by any **Member** to fulfill the **Member's** contractual obligation to provide notice of a **Data Breach** pursuant to a **Breach Notice Law**;

C. Multiple **Claims** arising from the same or a series of related, repeated or continuing acts, errors, omissions or events will be considered a single **Claim** for the purposes of this Endorsement. All such **Claims** will be deemed to have been made at the time of the first such **Claim**. Definition **K. Damages** is replaced by the following:

K. **Damages** means a monetary judgment, award, or settlement, including any award of prejudgment or post-judgment interest; but **Damages** will not include:

1. Future profits, restitution, disgorgement of unjust enrichment or profits by a **Member**, or the costs of complying with orders granting injunctive or equitable relief;
2. Return or offset of fees, charges or commissions charged by or owed to a **Member** for goods or services already provided or contracted to be provided;
3. Taxes or loss of tax benefits;
4. Fines, sanctions or penalties;
5. Punitive or exemplary damages or any damages which are a multiple of compensatory damages, unless insurable by law in any applicable venue that most favors coverage for such punitive, exemplary or multiple damages;
6. Discounts, coupons, prizes, awards or other incentives offered to the **Member's** customers or clients;

7. Liquidated damages, but only to the extent that such damages exceed the amount for which the **Member** would have been liable in the absence of such liquidated damages agreement;
8. Fines, costs or other amounts an **Member** is responsible to pay under a **Merchant Services Agreement**; or
9. any amounts for which the **Member** is not liable, or for which there is no legal recourse against the **Member**.

1.

D. The following Definitions are added:

1. **Breach Notice Law** means any statute or regulation that requires notice to persons whose personal information was accessed or reasonably may have been accessed by an unauthorized person. **Breach Notice Law** also includes any statute or regulation requiring notice of a **Data Breach** to be provided to governmental or regulatory authorities.
2. **Breach Response Services** means the following fees and costs in response to an actual or reasonably suspected **Data Breach** or **Security Breach**:
 - a. For an attorney to provide necessary legal advice to the **Member** to evaluate its obligations pursuant to **Breach Notice Laws** or a **Merchant Services Agreement** and in connection with providing the **Breach Response Services** described below;
 - b. For a computer security expert to determine the existence, cause and scope of an actual or reasonably suspected **Data Breach**, and if such **Data Breach** is actively in progress on the **Member's Computer Systems**, to assist in containing it;
 - c. For a PCI Forensic Investigator to investigate the existence and extent of an actual or reasonably suspected **Data Breach** involving payment card data and for a Qualified Security Assessor to certify and assist in attesting to the **Member's** PCI compliance, as required by a **Merchant Services Agreement**;
 - d. To notify those individuals whose **Personally Identifiable Information** was potentially impacted by a **Data Breach**;
 - e. To provide a call center to respond to inquiries about a **Data Breach**;
 - f. To provide a credit monitoring, identity monitoring or other solution approved by us to individuals whose **Personally Identifiable Information** was potentially impacted by a **Data Breach**; and
 - g. Public relations and crisis management costs directly related to mitigating harm to the **Member** which are approved in advance by us in our discretion.
3. **Breach Response Services** will be provided by providers chosen by us in consultation with the **Member**, will be subject to the terms and conditions of this Endorsement, and will not include any internal salary or overhead expenses of the **Member**.
4. **Business Interruption Loss** means:
 - a. **Income Loss**;
 - b. **Forensic Expenses**; and
 - c. **Extra Expense**;

actually sustained during the **Period of Restoration** as a result of the actual interruption of the **Member's** business operations caused by a **Security Breach**. Coverage for **Business Interruption Loss** will apply only after the **Waiting Period** has elapsed.

5. **Business Interruption Loss** will not include (i) loss arising out of any liability to any third party; (ii) legal costs or legal expenses; (iii) loss incurred as a result of unfavorable business conditions; (iv) loss of market or any other consequential loss; or (v) **Data Recovery Costs**.
6. **Computer Systems** means computers, any software residing on such computers and any associated devices or equipment:
 - a. Operated by and either owned by or leased to the **Member**; or

- b. With respect to coverage under the Breach Response, Business Interruption Loss and Liability insuring agreements, operated by a third party pursuant to written contract with the **Member** and used for the purpose of providing hosted computer application services to the **Member** or for processing, maintaining, hosting or storing the **Member's** electronic data.
- 7. **Control Group** means any principal, partner, officer, director, general counsel (or most senior legal counsel) or risk manager of the **Member** and any individual in a substantially similar position.
- 8. **Criminal Reward Funds** means any amount offered and paid by the **Member** with our prior written consent for information that leads to the arrest and conviction of any individual(s) committing or trying to commit any illegal act related to any coverage under this Endorsement; but will not include any amount based upon information provided by the **Member**, the **Member's** auditors or any individual hired or retained to investigate the illegal acts. All **Criminal Reward Funds** offered pursuant to this Endorsement must expire no later than 6 months following the end of the **Endorsement Period**.
- 9. **Cyber Extortion Loss** means:
 - a. Any **Extortion Payment** that has been made by or on behalf of the **Member** with our prior written consent to prevent or terminate an **Extortion Threat**; and
 - b. Reasonable and necessary expenses incurred by **Member** with our prior written consent to prevent or respond to an **Extortion Threat**.
- 10. **Data** means any software or electronic data that exists in **Computer Systems** and that is subject to regular back-up procedures.
- 11. **Data Breach** means the theft, loss, or **Unauthorized Disclosure** of **Personally Identifiable Information** or **Third Party Information** that is in the care, custody or control of the **Member** or a third party for whose theft, loss or **Unauthorized Disclosure** of **Personally Identifiable Information** or **Third Party Information** the **Member** is liable.
- 12. **Data Recovery Costs** means the reasonable and necessary costs incurred by the **Member** to regain access to, replace, or restore **Data**, or if **Data** cannot reasonably be accessed, replaced, or restored, then the reasonable and necessary costs incurred by the **Member** to reach this determination.
 - a. **Data Recovery Costs** will not include: (i) the monetary value of profits, royalties, or lost market share related to **Data**, including but not limited to trade secrets or other proprietary information or any other amount pertaining to the value of **Data**; (ii) legal costs or legal expenses; (iii) loss arising out of any liability to any third party; (iv) **Cyber Extortion Loss** or (v) any of the **Member's** internal salary or overhead expenses.
- 13. **Designated Member** means the entity or organization listed in the Supplemental Declarations.
- 14. **Digital Currency** means a type of digital currency that:
 - a. Requires cryptographic techniques to regulate the generation of units of currency and verify the transfer thereof;
 - b. Is both stored and transferred electronically; and
 - c. Operates independently of a central bank or other central authority.
- 15. **Endorsement Period** means the period of time between the inception date listed in the Supplemental Declarations and the effective date of termination, expiration or cancellation of this Endorsement and specifically excludes any Optional Extension Period or any prior Endorsement period or renewal period.
- 16. **Extortion Payment** means **Money**, **Digital Currency**, marketable goods or services demanded to prevent or terminate an **Extortion Threat**.
- 17. **Extortion Threat** means a threat to:
 - a. Alter, destroy, damage, delete or corrupt **Data**;
 - b. Perpetrate the **Unauthorized Access** or **Use of Computer Systems**;
 - c. Prevent access to **Computer Systems** or **Data**;

- d. Steal, misuse or publicly disclose **Data, Personally Identifiable Information or Third Party Information**;
- e. Introduce malicious code into **Computer Systems** or to third party computer systems from **Computer Systems**; or
- f. Interrupt or suspend **Computer Systems**;

Unless an **Extortion Payment** is received from or on behalf of the **Member**.

- 18. **Extra Expense** means reasonable and necessary expenses incurred by the **Member** during the **Period of Restoration** to minimize, reduce or avoid **Income Loss**, over and above those expenses the **Member** would have incurred had no **Security Breach** occurred.
- 19. **Financial Institution** means a bank, credit union, saving and loan association, trust company or other licensed financial service, securities broker-dealer, mutual fund, or liquid assets fund or similar investment company where the **Member** maintains a bank account.
- 20. **Forensic Expenses** means reasonable and necessary expenses incurred by the **Member** to investigate the source or cause of a **Business Interruption Loss**.
- 21. **Fraudulent Instruction** means the transfer, payment or delivery of **Money or Securities** by a **Member** as a result of fraudulent written, electronic, telegraphic, cable, teletype or telephone instructions provided by a third party, that is intended to mislead a **Member** through the misrepresentation of a material fact which is relied upon in good faith by such **Member**.

Fraudulent Instruction will not include loss arising out of:

- a. Fraudulent instructions received by the **Member** which are not first authenticated via a method other than the original means of request to verify the authenticity or validity of the request;
 - b. Any actual or alleged use of credit, debit, charge, access, convenience, customer identification or other cards;
 - c. Any transfer involving a third party who is not a natural person **Member**, but had authorized access to the **Member's** authentication mechanism;
 - d. The processing of, or the failure to process, credit, check, debit, personal identification number debit, electronic benefit transfers or mobile payments for merchant accounts;
 - e. Accounting or arithmetical errors or omissions, or the failure, malfunction, inadequacy or illegitimacy of any product or service;
 - f. Any liability to any third party, or any indirect or consequential loss of any kind;
 - g. Any legal costs or legal expenses; or
 - h. Proving or establishing the existence of **Fraudulent Instruction**.
22. **Funds Transfer Fraud** means the loss of **Money or Securities** contained in a **Transfer Account** at a **Financial Institution** resulting from fraudulent written, electronic, telegraphic, cable, teletype or telephone instructions by a third party issued to a **Financial Institution** directing such institution to transfer, pay or deliver **Money or Securities** from any account maintained by the **Member** at such institution, without the **Member's** knowledge or consent.

Funds Transfer Fraud will not include any loss arising out of:

- a. The type or kind covered by the **Member's** financial institution bond or commercial crime policy;
- b. Any actual or alleged fraudulent, dishonest or criminal act or omission by, or involving, any natural person **Member**;
- c. Any indirect or consequential loss of any kind;
- d. Punitive, exemplary or multiplied damages of any kind or any fines, penalties or loss of any tax benefit;
- e. Any liability to any third party, except for direct compensatory damages arising directly from **Funds Transfer Fraud**;
- f. Any legal costs or legal expenses; or proving or establishing the existence of **Funds Transfer Fraud**;

- g. The theft, disappearance, destruction of, unauthorized access to, or unauthorized use of confidential information, including a PIN or security code;
 - h. Any forged, altered or fraudulent negotiable instruments, securities, documents or instructions; or
 - i. Any actual or alleged use of credit, debit, charge, access, convenience or other cards or the information contained on such cards.
23. **Income Loss** means an amount equal to:
- a. Net profit or loss before interest and tax that the **Member** would have earned or incurred; and
 - b. Continuing normal operating expenses incurred by the **Member** (including payroll), but only to the extent that such operating expenses must necessarily continue during the **Period of Restoration**.
24. **Individual Contractor** means any natural person who performs labor or service for the **Member** pursuant to a written contract or agreement with the **Member**. The status of an individual as an **Individual Contractor** will be determined as of the date of an alleged act, error or omission by any such **Individual Contractor**.
25. **Loss** means **Breach Response Services, Business Interruption Loss, Claims Expenses, Criminal Reward Funds, Cyber Extortion Loss, Damages, Data Recovery Costs, PCI Fines, Expenses and Costs, Penalties**, loss covered under the eCrime insuring agreement and any other amounts covered under this Endorsement.
- a. Multiple **Losses** arising from the same or a series of related, repeated or continuing acts, errors, omissions or events will be considered a single **Loss** for the purposes of this Endorsement.
 - b. With respect to the Breach Response and First Party Loss insuring agreements, all acts, errors, omissions or events (or series of related, repeated or continuing acts, errors, omissions or events) giving rise to a **Loss** or multiple **Losses** in connection with such insuring agreements will be deemed to have been discovered at the time the first such act, error, omission or event is discovered.
26. **Media Liability** means one or more of the following acts committed by, or on behalf of, the **Member** in the course of creating, displaying, broadcasting, disseminating or releasing **Media Material** to the public:
- a. Defamation, libel, slander, product disparagement, trade libel, infliction of emotional distress, outrage, outrageous conduct, or other tort related to disparagement or harm to the reputation or character of any person or organization;
 - b. A violation of the rights of privacy of an individual, including false light, intrusion upon seclusion and public disclosure of private facts;
 - c. Invasion or interference with an individual's right of publicity, including commercial appropriation of name, persona, voice or likeness;
 - d. Plagiarism, piracy, or misappropriation of ideas under implied contract;
 - e. Infringement of copyright;
 - f. Infringement of domain name, trademark, trade name, trade dress, logo, title, metatag, or slogan, service mark or service name;
 - g. Improper deep-linking or framing;
 - h. False arrest, detention or imprisonment;
 - i. Invasion of or interference with any right to private occupancy, including trespass, wrongful entry or eviction; or
 - j. Unfair competition, if alleged in conjunction with any of the acts listed in parts 5. or 6. above.
27. **Media Material** means any information, including words, sounds, numbers, images or graphics, but will not include computer software or the actual goods, products or services described, illustrated or displayed in such **Media Material**.
28. **Member** means:

- a. The **Designated Member**;
 - b. Any director or officer of the **Member**, but only with respect to the performance of his or her duties as such on behalf of the **Member**;
 - c. An employee or **Individual Contractor** of the **Member**, but only for work done while acting within the scope of his or her employment and related to the conduct of the **Member's** business;
 - d. While acting within the scope of his or her duties or employment, any officer, volunteer, or employee of the **Designated Member**, including elected and appointed officials, and members of the **Designated Member's** boards or commissions.
29. **Merchant Services Agreement** means any agreement between an **Member** and a financial institution, credit/debit card company, credit/debit card processor or independent service operator enabling an **Member** to accept credit card, debit card, prepaid card or other payment cards for payments or donations.
30. **Money** means a medium of exchange in current use authorized or adopted by a domestic or foreign government as a part of its currency.
31. **PCI Fines, Expenses and Costs** means the monetary amount owed by the **Member** under the terms of a **Merchant Services Agreement** as a direct result of a suspected **Data Breach**. With our prior consent, **PCI Fines, Expenses and Costs** includes reasonable and necessary legal costs and expenses incurred by the **Member** to appeal or negotiate an assessment of such monetary amount. **PCI Fines, Expenses and Costs** will not include any charge backs, interchange fees, discount fees or other fees unrelated to a **Data Breach**.
32. **Penalties** means:
- a. Any monetary civil fine or penalty payable to a governmental entity that was imposed in a **Regulatory Proceeding**; and
 - b. Amounts which the **Member** is legally obligated to deposit in a fund as equitable relief for the payment of consumer claims due to an adverse judgment or settlement of a **Regulatory Proceeding** (including such amounts required to be paid into a Consumer Redress Fund);

But will not include: (a) costs to remediate or improve **Computer Systems**; (b) costs to establish, implement, maintain, improve or remediate security or privacy practices, procedures, programs or policies; (c) audit, assessment, compliance or reporting costs; or (d) costs to protect the confidentiality, integrity and/or security of **Personally Identifiable Information** or other information.

The insurability of **Penalties** will be in accordance with the law in the applicable venue that most favors coverage for such **Penalties**.

33. **Period of Restoration** means the 180-day period of time that begins upon the actual and necessary interruption of the **Member's** business operations.
34. **Personally Identifiable Information** means:
- a. Any information concerning an individual that is defined as personal information under any **Breach Notice Law**; and
 - b. An individual's drivers license or state identification number, social security number, unpublished telephone number, and credit, debit or other financial account numbers in combination with associated security codes, access codes, passwords or PINs; if such information allows an individual to be uniquely and reliably identified or contacted or allows access to the individual's financial account or medical record information.

But will not include information that is lawfully made available to the general public.

35. **Privacy Policy** means the **Member's** public declaration of its policy for collection, use, disclosure, sharing, dissemination and correction or supplementation of, and access to **Personally Identifiable Information**.

36. **Regulatory Proceeding** means a request for information, civil investigative demand, or civil proceeding brought by or on behalf of any federal, state, local or foreign governmental entity in such entity's regulatory or official capacity.
37. **Securities** means negotiable and non-negotiable instruments or contracts representing either **Money** or tangible property that has intrinsic value.
38. **Security Breach** means a failure of computer security to prevent:
- Unauthorized Access** or Use of **Computer Systems**, including **Unauthorized Access** or Use resulting from the theft of a password from a **Computer System** or from any **Member**;
 - A denial of service attack affecting **Computer Systems**;
 - With respect to coverage under the Liability insuring agreements, a denial of service attack affecting computer systems that are not owned, operated or controlled by an **Member**; or
 - Infection of **Computer Systems** by malicious code or transmission of malicious code from **Computer Systems**.
39. **Telephone Fraud** means the act of a third party gaining access to and using the **Member's** telephone system in an unauthorized manner.
40. **Third Party Information** means any trade secret, data, design, interpretation, forecast, formula, method, practice, credit or debit card magnetic strip information, process, record, report or other item of information of a third party not insured under this Endorsement which is not available to the general public.
41. **Transfer Account** means an account maintained by the **Member** at a **Financial Institution** from which the **Member** can initiate the transfer, payment or delivery of **Money** or **Securities**.
42. **Unauthorized Access** or Use means the gaining of access to or use of **Computer Systems** by an unauthorized person(s) or the use of **Computer Systems** in an unauthorized manner.
43. **Unauthorized Disclosure** means the disclosure of (including disclosure resulting from phishing) or access to information in a manner that is not authorized by the **Member** and is without knowledge of, consent or acquiescence of any member of the **Control Group**.
44. **Waiting Period** means the period of time that begins upon the actual interruption of the **Member's** business operations caused by a **Security Breach**, and ends after the elapse of eight (8) hours.

- III. With respect to the coverage under this Endorsement, **SECTION IV – EXCLUSIONS** is replaced by the following:

SECTION IV – EXCLUSIONS

The coverage under this Endorsement will not apply to any Loss arising out of:

A. Bodily Injury or Property Damage

- Physical injury, sickness, disease or death of any person, including any mental anguish or emotional distress resulting from such physical injury, sickness, disease or death; or
- Physical injury to or destruction of any tangible property, including the loss of use thereof; but electronic data will not be considered tangible property;

B. Trade Practices and Antitrust

- Any actual or alleged false, deceptive or unfair trade practices, antitrust violation, restraint of trade, unfair competition (except as provided in the Media Liability insuring agreement), or false or deceptive or misleading advertising or violation of the Sherman Antitrust Act, the Clayton Act, or the Robinson-Patman Act; but this exclusion will not apply to:
 - The Breach Response insuring agreement; or
 - Coverage for a **Data Breach** or **Security Breach**, provided no member of the **Control Group** participated or colluded in such **Data Breach** or **Security Breach**;

C. Gathering or Distribution of Information

1. The unlawful collection or retention of **Personally Identifiable Information** or other personal information by or on behalf of the **Member**; but this exclusion will not apply to **Claims Expenses** incurred in defending the **Member** against allegations of unlawful collection of **Personally Identifiable Information**; or
2. The distribution of unsolicited email, text messages, direct mail, facsimiles or other communications, wire tapping, audio or video recording, or telemarketing, if such distribution, wire tapping, recording or telemarketing is done by or on behalf of the **Member**; but this exclusion will not apply to **Claims Expenses** incurred in defending the **Member** against allegations of unlawful audio or video recording;

D. Prior Known Acts & Prior Noticed Claims

1. Any act, error, omission, incident or event committed or occurring prior to the inception date of this Endorsement if any member of the **Control Group** on or before the inception date of this Endorsement knew or could have reasonably foreseen that such act, error or omission, incident or event might be expected to be the basis of a **Claim** or **Loss**;
2. Any **Claim**, **Loss**, incident or circumstance for which notice has been provided under any prior policy or endorsement of which this endorsement is a renewal or replacement;

E. Racketeering, Benefit Plans, Employment Liability & Discrimination

1. Any actual or alleged violation of the Organized Crime Control Act of 1970 (commonly known as Racketeer Influenced and Corrupt Organizations Act or RICO), as amended;
2. Any actual or alleged acts, errors or omissions related to any of the **Member's** pension, retirement, healthcare, Welfare, profit sharing, mutual or investment plans, funds or trusts;
3. Any employer-employee relations, policies, practices, alleged or actual wrongful employment practices, acts or omissions, or any actual or alleged refusal to employ any person, or misconduct with respect to employees; or
4. Any actual or alleged discrimination;

But this exclusion will not apply to coverage under the Breach Response insuring agreement or parts 1., 2. or 3. of the Data & Network Liability insuring agreement that results from a **Data Breach**; provided no member of the **Control Group** participated or colluded in such **Data Breach**;

F. Sale or Ownership of Securities & Violation of Securities Laws

1. The ownership, sale or purchase of, or the offer to sell or purchase stock or other securities;
2. An actual or alleged violation of a securities law or regulation.

G. Criminal, Intentional or Fraudulent Acts

Any criminal, dishonest, fraudulent, or malicious act or omission, or intentional or knowing violation of the law, if committed by an **Member**, or by others if the **Member** colluded or participated in any such conduct or activity; but this exclusion will not apply to:

1. **Claims Expenses** incurred in defending any **Claim** alleging the foregoing until there is a final non-appealable adjudication establishing such conduct; or
2. With respect to a natural person **Member**, if such **Member** did not personally commit, participate in or know about any act, error, omission, incident or event giving rise to such **Claim** or **Loss**.

H. For purposes of this exclusion, only acts, errors, omissions or knowledge of a member of the **Control Group will be imputed to the **Member**. **Patent, Software Copyright, Misappropriation of Information****

1. Infringement, misuse or abuse of patent or patent rights;
2. Infringement of copyright arising from or related to software code or software products other than infringement resulting from a theft or **Unauthorized Access** or Use of software code by a person who is not a past, present or future employee, director, officer, partner or independent contractor of the **Member**; or
3. Use or misappropriation of any ideas, trade secrets or **Third Party Information** (i) by, or on behalf of, the **Member**, or (ii) by any other person or entity if such use or misappropriation is done with the knowledge, consent or acquiescence of a member of the **Control Group**;

I. Governmental Action

1. A **Claim** brought by or on behalf of any state, federal, local or foreign governmental entity, in such entity's regulatory or official capacity; but this exclusion will not apply to the Regulatory Defense & Penalties insuring agreement;

J. Other Members & Related Enterprises

A **Claim** made by or on behalf of:

1. Any **Member**; but this exclusion will not apply to a **Claim** made by an individual that is not a member of the **Control Group** under the Data & Network Liability insuring agreement; or
2. Any business enterprise in which any **Member** has greater than 15% ownership interest or made by any parent company or other entity which owns more than 15% of the **Designated Member**;

K. Trading Losses, Loss of Money & Discounts

1. Any trading losses, trading liabilities or change in value of accounts;
2. Any loss, transfer or theft of monies, securities or tangible property of the **Member** or others in the care, custody or control of the **Member**;
3. The monetary value of any transactions or electronic fund transfers by or on behalf of the **Member** which is lost, diminished, or damaged during transfer from, into or between accounts; or
4. The value of coupons, price discounts, prizes, awards, or any other valuable consideration given in excess of the total contracted or expected amount;

But this exclusion will not apply to coverage under the eCrime insuring agreement.

L. Media-Related Exposures

With Respect to the Media Liability insuring agreement:

1. Any contractual liability or obligation; but this exclusion will not apply to a **Claim** for misappropriation of ideas under implied contract;
2. The actual or alleged obligation to make licensing fee or royalty payments;
3. Any costs or expenses incurred or to be incurred by the **Member** or others for the reprinting, reposting, recall, removal or disposal of any **Media Material** or any other information, content or media, including any media or products containing such **Media Material**, information, content or media;
4. Any **Claim** brought by or on behalf of any intellectual property licensing bodies or organizations;
5. The actual or alleged inaccurate, inadequate or incomplete description of the price of goods, products or services, cost guarantees, cost representations, contract price estimates, or the failure of any goods or services to conform with any represented quality or performance;
6. Any actual or alleged gambling, contest, lottery, promotional game or other game of chance; or

Any **Claim** made by or on behalf of any independent contractor, joint venturer or venture partner arising out of or resulting from disputes over ownership of rights in **Media Material** or services provided by such independent contractor, joint venturer or venture partner

M. First Party Loss

With respect to the First Party Loss insuring agreements:

1. Seizure, nationalization, confiscation, or destruction of property or data by order of any governmental or public authority;
2. Costs or expenses incurred by the **Member** to identify or remediate software program errors or vulnerabilities or update, replace, restore, assemble, reproduce, recollect or enhance data or **Computer Systems** to a level beyond that which existed prior to a **Security Breach** or **Extortion Threat**;
3. Failure or malfunction of satellites or of power, utility, mechanical or telecommunications (including internet) infrastructure or services that are not under the **Member's** direct operational control; or
4. Fire, flood, earthquake, volcanic eruption, explosion, lightning, wind, hail, tidal wave, landslide, act of God or other physical event.

N. War and Civil War

For, resulting from, directly or indirectly occasioned by, happening through or in consequence of: war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalization or requisition or destruction of or damage to property by or under the order of any government or public or local authority; provided, that this exclusion will not apply to **Cyber Terrorism**. For purposes of this exclusion, **Cyber Terrorism** means the premeditated use of disruptive activities, or threat to use disruptive activities, against a **Computer System** or network with the intention to cause harm, further social, ideological, religious, political or similar objectives, or to intimidate any person(s) in furtherance of such objectives.

O. Radioactive Limitation

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

P. Sanction Limitation

The Trust shall not cover, nor 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 the Trust to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, law or regulations of the European Union, United Kingdom or United States of America.

Q.

- IV. With respect to the coverage under this Endorsement, **SECTION VII – LIMIT OF LIABILITY** is replaced by the following:

SECTION VII - LIMITS OF LIABILITY

A. Limits of Liability

The Endorsement Aggregate Limit of Liability listed in the Supplemental Declarations (the **Endorsement Aggregate Limit of Liability**) is our combined total limit of liability for all **Loss**, other than **Breach Response Services**, payable under this Endorsement.

The limit of liability payable under each insuring agreement will be an amount equal to the **Endorsement Aggregate Limit of Liability** unless another amount is listed in the Supplemental Declarations. Such amount is the aggregate amount payable under this Endorsement pursuant to such insuring agreement and is part of, and not in addition to, the **Endorsement Aggregate Limit of Liability**.

We will not be obligated to pay any **Damages, Penalties, PCI Fines, Expenses and Costs** or **Claims Expenses**, or to defend any **Claim**, after the **Endorsement Aggregate Limit of Liability** has been exhausted, or after deposit of the **Endorsement Aggregate Limit of Liability** in a court of competent jurisdiction.

B. Breach Response Limits

Coverage for **Breach Response Services** under this Endorsement is in addition to the **Endorsement Aggregate Limit of Liability**. The Breach Response Aggregate Limit of Coverage listed in the Supplemental Declarations (the **Breach Response Services Aggregate Limit of Coverage**) is our combined total limit of coverage for all legal, forensic, public relations and crisis management, notification, call center and credit or identity monitoring services payable under this Endorsement.

1.

- V. With respect to the coverage under this Endorsement, **SECTION VI – EXTENDED REPORTING PERIOD** is replaced by the following:

SECTION VI – EXTENDED REPORTING PERIOD

- A. Upon non-renewal or cancellation of this Endorsement for any reason except the non-payment of premium, the **Designated Member** will have the right to purchase, for additional premium, an Optional Extension Period of twelve (12) months. Coverage provided by such Optional Extension Period will only apply to **Claims** first made against any **Member** during the Optional Extension Period and reported to us during the Optional Extension Period, and arising out of any act, error or omission committed before the end of the **Endorsement Period**. In order for the **Designated Member** to invoke the Optional Extension Period option, the payment of the additional premium for the Optional Extension Period must be paid to us within 60 days of the termination of this Endorsement.
- B. The purchase of the Optional Extension Period will in no way increase the **Endorsement Aggregate Limit of Liability** or any sublimit of liability. At the commencement of the Optional Extension Period the entire premium will be deemed earned, and in the event the **Designated Member** terminates the Optional Extension Period for any reason prior to its natural expiration, We will not be liable to return any premium paid for the Optional Extension Period.

- VI. With respect to the coverage under this Endorsement, the following are added:

RETENTIONS

- A. The Retention listed in the Supplemental Declarations applies separately to each incident, event or related incidents or events giving rise to a **Claim** or **Loss**. The Retention will be satisfied by monetary payments by the **Designated Member** of covered **Loss** under each insuring agreement. If any **Loss** arising out of an incident or **Claim** is subject to more than one Retention, the Retention for each applicable insuring agreement will apply to such **Loss**, provided that the sum of such Retention amounts will not exceed the largest applicable Retention amount.

- B. Coverage for **Business Interruption Loss** will apply after the **Waiting Period** has elapsed and we will then indemnify the **Designated Member** for all **Business Interruption Loss** sustained during the **Period of Restoration** in excess of the Retention.
- C. Satisfaction of the applicable Retention is a condition precedent to the payment of any **Loss** under this Endorsement, and we will be liable only for the amounts in excess of such Retention.

GENERAL CONDITIONS

A. Notice of Claim or Loss

1. The Member must notify us of any Claim as soon as practicable, but in no event later than: (i) 60 days after the end of the Endorsement Period; or (ii) the end of the Optional Extension Period (if applicable).
2. With respect to **Breach Response Services**, the **Member** must notify us of any actual or reasonably suspected **Data Breach** or **Security Breach** as soon as practicable after discovery by the **Member**, but in no event later than 60 days after the end of the **Endorsement Period**. Notice of an actual or reasonably suspected **Data Breach** or **Security Breach** in conformance with this paragraph will also constitute notice of a circumstance that could reasonably be the basis for a **Claim**.
3. With respect to **Cyber Extortion Loss**, the **Designated Member** must notify us as soon as practicable after discovery of an **Extortion Threat** but no later than 60 days after the end of the **Endorsement Period**. The **Designated Member** must obtain our consent prior to incurring **Cyber Extortion Loss**.
4. With respect to **Data Recovery Costs** and **Business Interruption Loss**, the **Designated Member** must notify us as soon as practicable after discovery of the circumstance, incident or event giving rise to such loss. The **Designated Member** will provide us a proof of **Data Recovery Costs** and **Business Interruption Loss**. All loss described in this paragraph must be reported, and all proofs of loss must be provided, to us no later than 6 months after the end of the **Endorsement Period**.
5. The **Designated Member** must notify us of any loss covered under the eCrime insuring agreement as soon as practicable, but in no event later than 60 days after the end of the **Endorsement Period**.
6. Any **Claim** arising out of a Loss that is covered under the Breach Response, First Party Loss or eCrime insuring agreements and that is reported to us in conformance with the foregoing will be considered to have been made during the **Endorsement Period**.

B. Notice of Circumstance

1. With respect to any circumstance that could reasonably be the basis for a **Claim** (other than a **Data Breach** or **Security Breach** noticed under the Breach Response insuring agreement) the **Member** may give written notice of such circumstance to us as soon as practicable during the **Endorsement Period**. Such notice must include:
 - a. The specific details of the act, error, omission or event that could reasonably be the basis for a **Claim**;
 - b. The injury or damage which may result or has resulted from the circumstance; and
 - c. The facts by which the **Member** first became aware of the act, error, omission or event.
2. Any subsequent **Claim** made against the **Member** arising out of any circumstance reported to us in conformance with the foregoing will be considered to have been made at the time written notice complying with the above requirements was first given to Us during the **Endorsement Period**.

C. Defense Claims

1. Except with respect to coverage under the Payment Card Liabilities & Costs insuring agreement, We have the right and duty to defend any covered **Claim** or **Regulatory Proceeding**. Defense counsel will be mutually agreed by the **Designated Member** and us but, in the absence of such agreement, our decision will be final.
2. With respect to the Payment Card Liabilities & Costs insuring agreement, coverage will be provided on an indemnity basis and legal counsel will be mutually agreed by the **Designated Member** and us and will be selected from one of the firms on our panel.

D. Settlement of Claims

1. If the **Member** refuses to consent to any settlement recommended by us and acceptable to the claimant, our liability for such **Claim** will not exceed:
 - a. The amount for which the **Claim** could have been settled, less the remaining Retention, plus the **Claims Expenses** incurred up to the time of such refusal; plus
 - b. Sixty percent (60%) of any **Claims Expenses** incurred after the date such settlement or compromise was recommended to the **Member** plus sixty percent (60%) of any **Damages, Penalties** and **PCI Fines, Expenses** and **Costs** above the amount for which the **Claim** could have been settled;

And we will have the right to withdraw from the further defense of such **Claim**.

The **Member** may settle any **Claim** where the **Damages, Penalties, PCI Fines, Expenses** and **Costs** and **Claims Expenses** do not exceed the Retention, provided that the entire **Claim** is resolved and the **Member** obtains a full release on behalf of the **Member** from all claimants.

E. Assistance and Cooperation

1. We will have the right to make any investigation we deem necessary, and the **Member** will cooperate with us in all investigations, including investigations regarding coverage under this Endorsement and the information and materials provided to us in connection with the underwriting and issuance of this Endorsement. The **Member** will execute or cause to be executed all papers and render all assistance as is requested by us. The **Member** agrees not to take any action which in any way increases our exposure under this Endorsement. Expenses incurred by the **Member** in assisting and cooperating with us do not constitute **Claims Expenses** under the Endorsement.
2. The **Member** will not admit liability, make any payment, assume any obligations, incur any expense, enter into any settlement, stipulate to any judgment or award or dispose of any **Claim** without our written consent, except as specifically provided in the Settlement of Claims clause above. Compliance with a **Breach Notice Law** will not be considered an admission of liability.

F. Subrogation

1. If any payment is made under this Endorsement, we shall be granted the **Member's** rights of recovery against any other party, and we will maintain and pursue all such rights of recovery. The **Member** will do whatever is reasonably necessary to secure such rights and will not do anything after an incident or event giving rise to a **Claim** or **Loss** to prejudice such rights. Subrogation recoveries, if any, shall be pursued and allocated as provided in the Coverage Agreement's Member Obligations and Conditions of Coverage section.

G. Other Insurance

1. The insurance under this Endorsement will apply in excess of any other valid and collectible insurance available to any **Member** unless such other insurance is written only as specific excess insurance over this Endorsement.

H. Action Against Us

1. No action will lie against us or our representatives unless and until, as a condition precedent thereto, the **Member** has fully complied with all provisions, terms and conditions of this Endorsement and the amount of the **Member's** obligation to pay has been finally determined either by judgment or award against the **Member** after trial, regulatory proceeding, arbitration or by written agreement of the **Member**, the claimant, and us.
2. No person or organization will have the right under this Endorsement to join us as a party to an action or other proceeding against the **Member** to determine the **Member's** liability, nor will we be impleaded by the **Member** or the **Member's** legal representative.
3. The **Member's** bankruptcy or insolvency of the **Member's** estate will not relieve us of our obligations hereunder.

I. Entire Agreement

1. By acceptance of the Endorsement, the **Member** agrees that this Endorsement embodies all agreements between us and the **Member** relating to this Endorsement. Notice to any agent, or knowledge possessed by any agent or by any other person, will not affect a waiver or a change in any part of this Endorsement or stop us from asserting any right under the terms of this Endorsement; nor will the terms of this Endorsement be waived or changed, except by endorsement issued to form a part of this Endorsement signed by us.

J. Assignment

1. The interest hereunder of any **Member** is not assignable. If the **Member** dies or is adjudged incompetent, such insurance will cover the **Member's** legal representative as if such representative were the **Member**, in accordance with the terms and conditions of this Endorsement.

K. Singular Form of a Word

1. Whenever the singular form of a word is used herein, the same will include the plural when required by context.

L. Headings

1. The titles of paragraphs, clauses, provisions or endorsements of or to this Endorsement are intended solely for convenience and reference, and are not deemed in any way to limit or expand the provisions to which they relate and are not part of the Endorsement.

M. Representation by the Member

1. The **Member** agrees that the statements contained in the information and materials provided to us in connection with the underwriting and issuance of this Endorsement are true, accurate and are not misleading, and that we issued this Endorsement, and assume the risks hereunder, in reliance upon the truth thereof.

N. Designated Member as Agent

1. The **Designated Member** will be considered the agent of all **Members**, and will act on behalf of all **Members** with respect to the giving of or receipt of all notices pertaining to this Endorsement, and the acceptance of any endorsements to this Endorsement. The **Designated Member** is responsible for the payment of all premiums and Retentions and for receiving any return premiums.

O. Territory

1. The Insurance applies to **Claims** made, acts committed, or **Loss** occurring anywhere in the world.

P. Antistacking

1. In consideration of the premium charged for the Endorsement, it is hereby understood and agreed that notwithstanding anything to the contrary contained in this Endorsement, in the event any incident, event or related incidents or events, giving rise to a **Claim** or an obligation to provide **Breach Response Services** triggers coverage under this Endorsement and any other endorsement issued by us, our liability under this Endorsement and such other endorsements combined shall not exceed the amount of the largest **Endorsement Aggregate Limit of Liability** or applicable sublimits of liability.



**PUBLIC ENTITY
AUTOMOBILE LIABILITY DECLARATIONS**

ITEM ONE

NAMED INSURED: West Lake Community Development District
POLICY NO: 1001241229
POLICY PERIOD: July 1, 2025 - October 1, 2025

ITEM TWO

SCHEDULE OF COVERAGES AND LIMITS OF LIABILITY

This Policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those **autos** shown as covered **autos**. **Autos** are shown as covered **autos** for a particular coverage by the entry of one or more of the symbols from **SECTION I - COVERED AUTOS** of the **PUBLIC ENTITY AUTOMOBILE COVERAGE FORM** next to the name of the coverage.

Coverages	Covered Autos	Limit	Premium
Covered Autos Liability	8,9	\$1,000,000	Included
Personal Injury Protection	N/A		Not Included
Auto Medical Payments	N/A		Not Included
Uninsured Motorists including Underinsured Motorists	N/A		Not Included
Physical Damage Comprehensive Coverage	N/A	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Applicable Deductible (See Attached Schedule) For Each Covered Auto, But No Deductible Applies To Loss Caused By Fire or Lightning. See item Four for Hired or Borrowed Autos.	Not Included
Physical Damage Specified Causes of Loss Coverage	N/A	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Applicable Deductible (See Attached Schedule) For Each Covered Auto For Loss Caused By Mischief Or Vandalism See item Four for Hired or Borrowed Autos.	Not Included
Physical Damage Collision Coverage	N/A	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Applicable Deductible (See Attached Schedule) For Each Covered Auto See item Four for Hired or Borrowed Autos.	Not Included

Physical Damage Towing And Labor	N/A	\$0 For Each Disablement Of A Private Passenger Auto	Not Included
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ITEM THREE: SCHEDULE OF COVERED AUTOS

SEE ATTACHED SCHEDULE

ITEM FOUR: SCHEDULE OF HIRED OR BORROWED COVERED AUTO COVERAGE AND PREMIUMS

COVERED AUTOS LIABILITY COVERAGE				
State	Estimated Annual Cost Of Hire For Each State	Rate	Factor (If Liability Coverage is Primary)	Premium
FL	IF ANY	FLAT CHARGE		Included

PHYSICAL DAMAGE COVERAGES					
Coverage	State	Limit Of Insurance	Estimated Annual Cost Of Hire (Excluding Autos Hired With A Driver)	Rate Per Each \$100 Annual Cost of Hire	Premium
Comprehensive	FL	Actual Cash Value Or Cost Of Repair Or \$35,000, Whichever Is Less, Minus For Each Covered Auto, But No Deductible Applies To Loss Caused By Fire Or Lightning	\$ IF ANY	\$	Not Included
Specified Causes Of Loss	FL	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus For Each Covered Auto For Loss Caused By Mischief Or Vandalism	\$	\$	N/A
Collision	FL	Actual Cash Value Or Cost Of Repair or \$35,000, Whichever Is Less, Minus For Each Covered Auto	\$ IF ANY	\$	Not Included
Premium					Not Included

ITEM FIVE: SCHEDULE FOR NON-OWNERSHIP COVERED AUTOS LIABILITY

Named Insured's Business	Rating Basis	Premium
Districts	IF ANY	Included

FORMS APPLICABLE TO ALL COVERAGE PARTS: See Policy Forms List – FIA 003.

Premium For Endorsements	Included
Estimated Total Premium*	Included
*This policy may be subject to final audit.	



**PUBLIC ENTITY
AUTOMOBILE COVERAGE FORM
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PUBLIC ENTITY AUTOMOBILE COVERAGE FORM

Various provisions in this Coverage Form restrict coverage. Read the entire Coverage Form carefully to determine rights, duties and what is and is not covered.

Throughout this Coverage Form the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we," "us" and "our" refer to Florida Insurance Alliance which is the Insurer providing this coverage.

"Insured" shall mean any person or organization qualifying as an Insured in the Who Is An Insured provision.

Other words and phrases that appear in **bold-faced type** have special meaning. Refer to **SECTION V - DEFINITIONS**.

SECTION I - COVERED AUTOS

ITEM TWO of the Declarations shows the **auto** that are covered **auto** for each of your coverages. The following numerical symbols describe the **autos** that may be covered **autos**. The symbols entered next to a coverage on the Declarations designate the only **auto** that are covered **autos**.

A. Description of Covered Auto Designation Symbols

SYMBOL	DESCRIPTION
1.	=ANY AUTO .
2.	=ALL OWNED AUTOS ONLY. Only those autos you own and or lease (and for Liability Coverage any trailers you don't own while attached to power units you own). This also includes all those autos you acquire ownership of after the coverage agreement begins.
3.	=OWNED PRIVATE PASSENGER AUTO ONLY. Only the private passenger autos you own. This includes those private passenger autos you acquire ownership of after the Policy begins.
4.	=OWNED AUTOS OTHER THAN PRIVATE PASSENGER AUTOS ONLY. Only those autos you own that are not of the private passenger type (and for Liability Coverage any trailers you don't own while attached to power units you own). This includes those autos not of the private passenger type you acquire ownership of after the Policy begins.
5.	=OWNED AUTOS SUBJECT TO NO-FAULT. Only those autos you own and or lease that are required to have No-Fault benefits in the state where they are licensed or principally garaged. This includes those autos you acquire ownership of after the Policy begins provided they are required to have No-Fault benefits in the state where they are licensed or principally garaged.
6.	=OWNED AUTO SUBJECT TO A COMPULSORY UNINSURED MOTORISTS LAW. Only those autos you own and or lease that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists

Coverage. This includes those **autos** you acquire ownership of after the Policy begins provided they are subject to the same state uninsured motorist's requirement.

- 7. =SPECIFICALLY DESCRIBED **AUTOS**. Only those **autos** described in ITEM THREE of the Declarations for which a premium charge is shown (and for Liability Coverage any **trailers** you don't own while attached to any power unit described in ITEM THREE).
- 8. =HIRED **AUTOS** ONLY. Only those **autos** you hire, rent or borrow. This does not include any **auto** you hire, rent, or borrow from any of your **employees** or members of their households.
- 9. =NONOWNED **AUTOS** ONLY. Only those **autos** you do not own, hire, rent or borrow that are used in connection with your business. This includes **autos** owned by your **employees** members of their households but only while used in your business or your personal affairs.
- 19. =MOBILE EQUIPMENT SUBJECT TO COMPULSORY OR FINANCIAL RESPONSIBILITY OR OTHER MOTOR VEHICLE INSURANCE LAW ONLY. Only those **autos** that are land vehicles and that would qualify under the definition of **mobile equipment** under this Policy if they were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where they are licensed or principally garaged.

B. Owned Autos You Acquire After The Policy Begins

- 1. If symbols **1, 2, 3, 4, 5, 6** or **19** are entered next to a coverage in ITEM TWO of the Declarations, then you have coverage for **autos** that you acquire of the type described for the remainder of the Policy Period. No additional or return premium during remainder of annual coverage term.
- 2. But, if symbol **7** is entered next to a coverage in ITEM TWO of the Declarations, an **auto** you acquire will be a covered **auto** for that coverage only if:
 - a. We already cover all **auto** that you own for that coverage or it replaces an **auto** you previously owned that had that coverage; and
 - b. You tell us within 30 days after you acquire it that you want us to cover it for that coverage.
 - c. Additional and return premium will be subject to pro-rata adjustment.

C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos

If this Coverage Form provides Liability Coverage, the following types of vehicles are also covered **autos** for Liability Coverage:

- 1. **Trailers** with a load capacity of 2,000 pounds or less designed primarily for travel on public roads.
- 2. **Mobile equipment** while being carried or towed by a covered **auto**.
- 3. Any **auto** you do not own while used with the permission of its owner as a temporary substitute for a covered **auto** you own that is out of service because of its:
 - a. Breakdown;
 - b. Repair;
 - c. Servicing;
 - d. Loss; or
 - e. Destruction.

SECTION II- COVERED AUTOS LIABILITY COVERAGE

A. Coverage

We will pay all sums an Insured legally must pay as damages because of **bodily injury** or **property damage** to which this coverage applies, caused by an **accident** and resulting from the ownership, maintenance or use of a covered **auto**.

We will also pay all sums an Insured legally must pay as a **covered pollution cost or expense** to which this coverage applies, caused by an **accident** and resulting from the ownership, maintenance or use of covered **autos**. However, we will only pay for the **covered pollution cost or expense** if there is either **bodily injury** or **property damage** to which this coverage applies that is caused by the same **accident**.

We have the right and duty to defend any Insured against a **suit** asking for such damages or a **covered pollution cost or expense**. However, we have no duty to defend any Insured against a **suit** seeking damages for **bodily injury** or **property damage** or a **covered pollution cost or expense** not covered by this Coverage Form. We may investigate and settle any claim or **suit** as we consider appropriate. Our duty to defend or settle ends when the Covered Autos Liability Coverage Limit has been exhausted by payment of judgments or settlements.

Any **leased auto** designated or described in the Schedule will be considered a covered **auto** you own and not a covered **auto** you hire or borrow. For a covered **auto** that is a **leased auto** Who Is an Insured is changed to include the lessor as an Insured. The coverages provided under this Coverage Form apply to any **leased auto** until the expiration date in the **COMMON POLICY DECLARATIONS**, or when the lessor or his or her agent takes possession of the **leased auto**, whichever occurs first.

1. Who Is an Insured

The following are Insureds:

- a.** You for any covered **auto**.
- b.** Anyone else while using with your permission a covered **auto** you own, hire or borrow except:
 - (1)** The owner or anyone else from whom you hire or borrow a covered **auto**. This exception does not apply if the covered **auto** is a **trailer** connected to a covered **auto** you own.
 - (2)** Your employee if the covered **auto** is owned by that employee or a member of his or her household.
 - (3)** Someone using a covered **auto** while he or she is working in a business of selling, servicing, repairing, parking or storing **auto** unless that business is yours.
 - (4)** Anyone other than your **employees**, a lessee or borrower or any of their **employees**, while moving property to or from a covered **auto**.
- c.** Anyone liable for the conduct of an Insured described above but only to the extent of that liability.

Except with respect to the Limit of Liability, the coverage afforded applies separately to each Insured who is seeking coverage or against whom a claim or **suit** is brought.

2. Coverage Extensions

- a.** Supplementary Payments. In addition to the Limit of Liability, we will pay for the Insured:
 - (1)** All expenses we incur.
 - (2)** Up to \$1,000 for cost of bail bonds (including bonds for related traffic law violations)

required because of an **accident** we cover. We do not have to furnish these bonds.

- (3) The cost of bonds to release attachments in any **suit** against the Insured we defend, but only for bond amounts within our Limit of Liability.
- (4) All reasonable expenses incurred by the Insured at our request, including actual loss of earning up to \$250 a day because of time off from work.
- (5) All costs taxed against the Insured in any **suit** against the Insured we defend. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the Insured.
- (6) All interest on the full amount of any judgment that accrues after entry of the judgment in any **suit** against the Insured we defend; but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Liability.

b. Out-of-State Coverage Extensions.

While a covered **auto** is away from the state where it is licensed we will:

- (1) Increase the Limit of Coverage for Covered Autos Liability Coverage to meet the limits specified by a compulsory or financial responsibility law of the jurisdiction where the covered **auto** is being used. This extension does not apply to the limit or limits specified by any law governing motor carriers of passengers or property.
- (2) Provide the minimum amounts and types of other coverages, such as no-fault, required of out-of-state vehicles by the jurisdiction where the covered **auto** is being used.

We will not pay anyone more than once for the same elements of loss because of these extensions.

B. Exclusions

This coverage does not apply to any of the following:

1. Expected Or Intended Injury

Bodily injury or **property damage** expected or intended from the standpoint of the Insured.

2. Contractual

Liability assumed under any contract or agreement.

But this exclusion does not apply to liability for damages:

- a. Assumed in a contract or agreement that is an **insured contract** provided the **bodily injury** or **property damage** occurs subsequent to the execution of the contract or agreement; or
- b. That the Insured would have in the absence of the contract or agreement.

3. Workers' Compensation

Any obligation for which the Insured or the Insured's coverage provider may be held liable under any workers' compensation, disability benefits or unemployment compensation law or any similar law.

4. Employee Indemnification And Employer's Liability

Bodily injury to:

- a. An **employee** of the Insured arising out of and in the course of:
 - (1) Employment by the Insured; or

- (2) Performing the duties related to the conduct of the Insured's business.
- b. The spouse, child, parent, brother or sister of that **employee** as a consequence of paragraph a. above.

This exclusion applies:

- (1) Whether the Insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

5. Fellow Employee

Bodily injury to:

- a. Any fellow **employee** of the Insured arising out of and in the course of the fellow **employee's** employment or while performing duties related to the conduct of your business; or
- b. The spouse, child, parent, brother or sister of that fellow **employee** as a consequence of Paragraph a. above.

6. Care, Custody Or Control

Property damage to or **covered pollution cost or expense** involving property owned or transported by the Insured or in the Insured's care, custody or control. But this exclusion does not apply to liability assumed under a sidetrack agreement.

7. Handling Of Property

Bodily injury or **property damage** resulting from the handling of property:

- a. Before it is moved from the place where it is accepted by the Insured for movement into or onto the covered **auto**; or
- b. After it is moved from the covered **auto** to the place where it is finally delivered by the Insured.

8. Movement Of Property By Mechanical Device

Bodily injury or **property damage** resulting from the movement of property by a mechanical device (other than a hand truck) unless the device is attached to the covered **auto**.

9. Operations

Bodily injury or **property damage** arising out of the operation of:

- a. Any equipment listed in paragraphs 6.b. and 6.c. of the definition of **mobile equipment**;
- b. Machinery or equipment that is on, attached to or part of a land vehicle that would qualify under the definition of **mobile equipment** if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

10. Completed Operations

Bodily injury or **property damage** arising out of your work after that work has been completed or abandoned. In this exclusion, your work means:

- a. Work or operations performed by you or on your behalf; and
- b. Materials, parts or equipment furnished in connection with such work or operations.

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

Your work will be deemed completed at the earliest of the following times:

- (1) When all of the work called for in your contract has been completed;
- (2) When all of the work to be done at the site has been completed if your contract calls for work at more than one site; or
- (3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

11. Pollution

Bodily injury or **property damage** arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **pollutants**:

- a. That are, or that are contained in any property that is:
 - (1) Being transported or towed by, handled, or handled for movement into, onto or from, the covered **auto**;
 - (2) Otherwise in the course of transit by or on behalf of the Insured; or
 - (3) Being stored, disposed of, treated or processed in or upon the covered **auto**;
- b. Before the **pollutants** or any property in which the **pollutants** are contained are moved from the place where they are accepted by the Insured for movement into or onto the covered **auto**; or
- c. After the **pollutants** or any property in which the **pollutants** are contained are moved from the covered **auto** to the place where they are finally delivered, disposed of or abandoned by the Insured.

Paragraph **a.** above does not apply to fuels, lubricants, fluids, exhaust gases or other similar **pollutants** that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered **auto** or its parts, if:

- (1) The **pollutants** escape, seep, migrate, or are discharged, dispersed or released directly from an **auto** part designed by its manufacturer to hold, store, receive or dispose of such **pollutants**; and
- (2) The **bodily injury, property damage** or **covered pollution cost or expense** does not arise out of the operation of any equipment listed in paragraphs **6.b.** and **6.c.** of the definition of **mobile equipment**.

Paragraphs **b.** and **c.** above of this exclusion do not apply to **accidents** that occur away from premises owned by or rented to an Insured with respect to **pollutants** not in or upon a covered **auto** if:

- (3) The **pollutants** or any property in which the **pollutants** are contained are upset, overturned or damaged as a result of the maintenance or use of a covered **auto**; and
- (4) The discharge, dispersal, seepage, migration, release or escape of the **pollutants** is caused directly by such upset, overturn or damage.

12. War

Bodily injury or **property damage** arising directly or indirectly out of:

- a. War, including undeclared or civil war;

- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- c. Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

13. Professional Liability

Bodily injury resulting from the providing or the failure to provide any medical or other professional services.

14. Punitive Damages

Punitive or exemplary damages.

15. Racing

Covered **autos** while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply while that covered **auto** is being prepared for such a contest or activity.

C. Limit Of Liability

1. Regardless of the number of covered **autos**, Insureds, premiums paid, claims made or vehicles involved in the **accident**, the most we will pay for the total of all damages and **covered pollution cost or expense** combined, resulting from any one **accident** is the Limit of Liability for Covered Autos Liability Coverage shown in the Declarations.
2. All **bodily injury, property damage** and **covered pollution cost or expense** resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one **accident**.
3. No one will be entitled to receive duplicative payments for the same elements of **loss** under this Coverage Form and any Medical Payments, Uninsured Motorist, or Underinsured Motorists within this Coverage Part.
4. The most we will pay is further limited by limitations set forth in Section 768.28(5), Florida Statutes (2010) or the equivalent limitations of successor law which are applicable at the time of loss.

However, subject to the amount in the Limit of Liability shown in the Declarations, we will pay:

- a. The amount indicated when the Florida Legislature enacts an appropriate claim bill in accordance with Section 768.28 (5), Florida Statutes;
 - b. The amount determined by a court of competent jurisdiction for liable action taken outside the state of Florida; or
 - c. The amount shown in the Limit of Liability shown in the Declarations when Florida Statutes Section 768.28 (5), is inapplicable.
5. Damages will not include:
 - a. Taxes, fines, penalties, or sanctions;
 - b. Punitive or exemplary damages or the multiple portion of any multiplied damages award;
 - c. Matters uninsurable under the laws pursuant to which this Coverage Part is construed; or
 - d. The cost to comply with any injunctive or other non-monetary or declaratory relief, including specific performance, or any agreement to provide such relief.

SECTION III - AUTO MEDICAL PAYMENTS COVERAGE

A. Coverage

We will pay reasonable expenses incurred for necessary medical and funeral services to or for an Insured who sustains **bodily injury** caused by **accident**. We will pay only those expenses incurred, for services rendered within three years from the date of the **accident**.

1. Who Is an Insured

- a. You while **occupying** or, while a pedestrian, when struck by any **auto**.
- b. If you are an individual, any **family member** while **occupying** or, while a pedestrian, when struck by any **auto**.
- c. Anyone else **occupying** a covered **auto** or a temporary substitute for a covered **auto**. The covered **auto** must be out of service because of its breakdown, repair, servicing, loss or destruction.

B. Exclusions

This coverage does not apply to any of the following:

1. **Bodily injury** sustained by an Insured while **occupying** a vehicle located for use as a premises.
2. **Bodily injury** sustained by you or any **family member** while **occupying** or struck by any vehicle (other than a covered **auto**) owned by you or furnished or available for your regular use.
3. **Bodily injury** sustained by any **family member** while **occupying** or struck by any vehicle (other than a covered **auto**) owned by or furnished or available for the regular use of any **family member**.
4. **Bodily injury** to your **employee** arising out of and in the course of employment by you.
5. **Bodily injury** to an Insured while working in a business of selling, servicing, repairing or parking **autos** unless that business is yours.
6. **Bodily injury** arising directly or indirectly out of:
 - a. War, including undeclared or civil war;
 - b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
 - c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.
7. **Bodily injury** to anyone using a vehicle without a reasonable belief that the person is entitled to do so.
8. **Bodily injury** sustained by an Insured while **occupying** any covered **auto** while used in any professional racing or demolition contest or stunting activity, or while practicing for such contest or activity. This coverage also does not apply to any **bodily injury** sustained by an Insured while the **auto** is being prepared for such a contest or activity.

C. Limit of Coverage

Regardless of the number of covered **autos**, Insureds, premiums paid, claims made or vehicles involved in the **accident**, the most we will pay for **bodily injury** for each Insured injured in any one **accident** is the Limit Of Liability for Auto Medical Payments Coverage shown in the Declarations.

D. Change In Other Coverage or Insurance Condition

The reference in the **Other Coverage or Insurance** condition in the **COMMON POLICY CONDIITONS**

to "other coverage or insurance" applies only to other collectible auto medical payments insurance.

SECTION IV - BUSINESS AUTO CONDITIONS

The following conditions apply in addition to the **COMMON POLICY CONDITIONS**:

A. Loss Conditions

1. Duties In The Event Of Accident, Claim, Suit Or Loss

We have no duty to provide coverage under this policy unless there has been full compliance with the following duties:

- a.** In the event of **accident**, claim, **suit** or **loss**, you must give us or our authorized representative prompt notice of the **accident** or **loss**. Include:
 - (1)** How, when and where the **accident** or **loss** occurred;
 - (2)** The Insured's name and address; and
 - (3)** To the extent possible, the names and addresses of any injured persons and witnesses.
- b.** Additionally, you and any other involved Insured must:
 - (1)** Assume no obligation, make no payment or incur no expense without our consent, except at the Insured's own cost.
 - (2)** Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or **suit**.
 - (3)** Cooperate with us in the investigation, settlement or defense of the claim or **suit**.
 - (4)** Authorize us to obtain medical records or other pertinent information.
 - (5)** Submit to examination, at our expense, by physicians of our choice, as often as we reasonably require.
- c.** If there is **loss** to a covered **auto** or its equipment you must also do the following:
 - (1)** Promptly notify the police if the covered **auto** or any of its equipment is stolen.
 - (2)** Take all reasonable steps to protect the covered **auto** from further damage. Also keep a record of your expenses for consideration in the settlement of the claim.
 - (3)** Permit us to inspect the covered **auto** and records proving the **loss** before its repair or disposition.
 - (4)** Agree to examinations under oath at our request and give us a signed statement of your answers.

2. Legal Action Against Us

No one may bring a legal action against us under this Coverage Form until:

- a.** There has been full compliance with all the terms of this Coverage Form; and
- b.** Under Covered Autos Liability Coverage, we agree in writing that the Insured has an obligation to pay or until the amount of that obligation has finally been determined by judgment after trial. No one has the right under this Policy to bring us into an action to determine the Insured's liability.

3. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or

organization must do everything necessary to secure our rights and must do nothing after **accident** or **loss** to impair them.

This condition **3.** does not apply to **SECTION III - AUTO MEDICAL PAYMENTS COVERAGE.**

4. Support and Cooperation in Opposition to Claim Bill Legislation

If we act to oppose legislation brought forth in accordance with Florida Statute 768.28, arising from a covered occurrence, you shall use your best efforts to provide us with positive support and cooperation in such opposition:

Such positive support and cooperation shall include, but is not limited to:

- a.** Formal proclamations or resolutions by your governing board in opposition to such legislation;
- b.** Oral or written testimony of your officials and employees at legislative hearings or other legislative proceedings in opposition to such legislation; and
- c.** Personal contact by your officials and employees with legislators identified by us.

5. Loss Settlement

When we have agreed in writing to the settlement of a claim, we shall tender payment according to the terms of the agreement no later than 20 days after such settlement is reached.

However, a judgment or decree for recovery of money entered in any of the courts of Florida against us shall be fully satisfied within 60 days from and after the entry thereof, or in the case of an appeal from such judgment or decree, within 60 days from and after the affirmance of the same by the appellate court.

B. General Conditions

1. Bankruptcy

Bankruptcy or insolvency of the Insured or the Insured's estate will not relieve us of any obligations under this Coverage Form.

2. Concealment, Misrepresentation Or Fraud

This Coverage Form is void in any case of fraud by you at any time as it relates to this Coverage Form. It is also void if you or any other Insured, at any time, intentionally conceal or misrepresent a fact concerning:

- a.** This Coverage Form;
- b.** The covered **auto**;
- c.** Your interest in the covered **auto**; or
- d.** A claim under this Coverage Form;

and such concealment or misrepresentation is material to the acceptance of the risk or to the hazard assumed by us; or if the true facts had been known to us pursuant to a requirement under this Coverage Form or other requirement, we, in good faith, would not have issued this coverage, would not have issued it at the same premium rate, would not have issued this coverage in as large an amount, or would not have provided coverage with respect to the hazard resulting in the **loss**.

3. Policy Period, Coverage Territory

Under this Coverage Form, we cover **accidents** and **losses** occurring:

- a.** During the Policy Period shown in the Declarations; and

b. Within the coverage territory. The coverage territory is:

- (1) The United States of America;
- (2) The territories and possessions of the United States of America;
- (3) Puerto Rico;
- (4) Canada; and
- (5) Anywhere in the world if a covered **auto** of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 30 days or less,

provided that the Insured's responsibility to pay damages is determined in a **suit** on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada, or in a settlement we agree to.

We also cover **loss** to, or **accidents** involving, a covered **auto** while being transported between any of these places.

4. Premium Audit

- a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this Policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.
- b. If this Policy is issued for more than one year, the premium for this Coverage Form will be computed annually based on our rates or premiums in effect at the beginning of each year of the Policy.

5. Mediation

- a. In any claim filed by an Insured with us for:
 - (1) **Bodily injury** in an amount of \$10,000 or less, arising out of the ownership, operation, use or maintenance of a covered **auto**;
 - (2) **Property damage** in any amount, arising out of the ownership, operation, maintenance or use of a covered **auto**; or
 - (3) **Loss** to a covered **auto** or its equipment, in any amount; either party may make a written demand for mediation of the claim prior to the institution of litigation.
- b. A written request for mediation must be filed with the Florida Department of Financial Services on an approved form, which may be obtained from the Florida Department of Financial Services.
- c. The request must state:
 - (1) Why mediation is being requested.
 - (2) The issues in dispute, which are to be mediated.
- d. The Florida Department of Financial Services will randomly select mediators. Each party may reject one mediator, either before or after the opposing side has rejected a mediator. The mediator will notify the parties of the date, time and place of the mediation conference. The mediation conference will be held within 45 days of the request for mediation. The conference will be held by telephone if feasible. Participants in the mediation conference

must have the authority to make a binding decision, and must mediate in good faith. Each party will bear the expenses of the mediation equally, unless the mediator determines that one party has not mediated in good faith.

- e. Only one mediation may be requested for each claim unless all parties agree to further mediation. A party demanding mediation shall not be entitled to demand or request mediation after a suit is filed relating to the same facts already mediated.
- f. The mediation shall be conducted as an informal process and formal rules of evidence and procedures need not be observed.

6. Other Insurance – Rental or Leasing Driver

When this Coverage Form and any other Coverage Form or policy providing liability coverage applies to an **auto** and:

- a. One provides coverage to a lessor of **autos** for rent or lease; and
- b. The other provides coverage to a person not described in paragraph 6.a. above;

then the Coverage Form or policy issued to the lessor described in paragraph 6.a. is excess over any insurance available to a person described in 6.b. if the face of the lease or rental agreement contains, in at least 10 point type, the following language:

The valid and collectible liability insurance and personal injury protection insurance of any authorized rental or leasing driver is primary for the limits of liability and personal injury protection coverage required by FLA. STAT. SECTION 324.021(7) and FLA. STAT. SECTION 627.736.

SECTION V – DEFINITIONS

A. **Accident** includes continuous or repeated exposure to the same conditions resulting in **bodily injury** or **property damage**.

B. **Auto** means:

1. A land motor vehicle, **trailer** or semitrailer designed for travel on public roads; or
2. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, **auto** does not include **mobile equipment**.

C. **Bodily Injury** means bodily injury, sickness or disease sustained by a person including death resulting from any of these.

D. **Covered Pollution Cost or Expense** means any cost or expense arising out of:

1. Any request, demand or order or statutory or regulatory requirement that any Insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, **pollutants**; or
2. Any claim or **suit** by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of **pollutants**.

Covered pollution cost or expense does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **pollutants**:

- a. That are, or that are contained in any property that is:
 - (1) Being transported or towed by, handled, or handled for movement into, onto or from the covered **auto**;
 - (2) Otherwise in the course of transit by or on behalf of the Insured;
 - (3) Being stored, disposed of, treated or processed in or upon the covered **auto**; or
- b. Before the **pollutants** or any property in which the **pollutants** are contained are moved from the place where they are accepted by the Insured for movement into or onto the covered **auto**; or
- c. After the **pollutants** or any property in which the **pollutants** are contained are moved from the covered **auto** to the place where they are finally delivered, disposed of or abandoned by the Insured.

Paragraph **a.** above does not apply to fuels, lubricants, fluids, exhaust gases or other similar **pollutants** that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered **auto** or its parts, if:

- (1) The **pollutants** escape, seep, migrate, or are discharged, dispersed or released directly from an **auto** part designed by its manufacturer to hold, store, receive or dispose of such **pollutants**; and
 - (2) The **bodily injury, property damage** or **covered pollution cost or expense** does not arise out of the operation of any equipment listed in paragraphs **6.b.** or **6.c.** of the definition of **mobile equipment**.
- d. Paragraphs **b.** and **c.** above do not apply to **accidents** that occur away from premises owned by or rented to an Insured with respect to **pollutants** not in or upon a covered **auto** if:
- (1) The **pollutants** or any property in which the **pollutants** are contained are upset, overturned or damaged as a result of the maintenance or use of a covered **auto**; and
 - (2) The discharge, dispersal, seepage, migration, release or escape of the **pollutants** is caused directly by such upset, overturn or damage.

E. Employee includes a **leased worker**. **Employee** does not include a **temporary worker**.

F. Family member means a person related to you by blood, marriage or adoption who is a resident of your household, including a ward or foster child.

G. Insured Contract means an agreement between two or more cities, counties, special districts, or other governmental bodies regarding:

1. A lease of premises;
2. A sidetrack agreement;
3. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
4. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
5. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another to pay for **bodily injury** or **property damage** to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.
6. That part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or any of your **employees**, of any **auto**. However, such contract or agreement shall not be considered an **insured contract** to the extent that it obligates you or any of your **employees** to pay for **property damage** to any **auto** rented or leased by you or any of your **employees**.

An **insured contract** does not include that part of any contract or agreement:

- a. That indemnifies any person or organization for **bodily injury** or **property damage** arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing; or
- b. That pertains to the loan, lease or rental of an **auto** to you or any of your **employees**, if the **auto** is loaned, leased or rented with a driver; or
- c. That holds a person or organization engaged in the business of transporting property by **auto**

for hire harmless for your use of a covered **auto** over a route or territory that person or organization is authorized to serve by public authority.

- H. **Leased Auto** means an **auto** leased or rented to you, including any substitute, replacement or extra **auto** needed to meet seasonal or other needs, under a leasing or rental agreement that requires you to provide direct primary coverage for the lessor.
- I. **Leased Worker** means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. **Leased worker** does not include a **temporary worker**.
- J. **Loss** means direct and accidental loss or damage.
- K. **Mobile Equipment** means any of the following types of land vehicles, including any attached machinery or equipment:
 - 1. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - 2. Vehicles maintained for use solely on or next to premises you own or rent;
 - 3. Vehicles that travel on crawler treads;
 - 4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - a. Power cranes, shovels, loaders, diggers or drills; or
 - b. Road construction or resurfacing equipment such as graders, scrapers or rollers.
 - 5. Vehicles not described in paragraphs **1.**, **2.**, **3.**, or **4.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - b. Cherry pickers and similar devices used to raise or lower workers; or
 - 6. Vehicles not described in paragraphs **1.**, **2.**, **3.**, or **4.** above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not **mobile equipment** but will be considered **autos**:
 - a. Equipment designed primarily for:
 - (1) Snow removal;
 - (2) Road maintenance, but not construction or resurfacing; or
 - (3) Street cleaning;
 - b. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - c. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting or well servicing equipment.
 - 7. However, **mobile equipment** does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered **autos**.

- L. Occupying** means in or upon or entering into or alighting from.
- M. Pollutants** means any solid, liquid, mold, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- N. Property Damage** means damage to or loss of use of tangible property.
- O. Suit** means a civil proceeding in which:
1. Damages because of **bodily injury** or **property damage**; or
 2. A **covered pollution cost or expense**;
- to which this coverage applies, are alleged.
- Suit** includes:
- a. An arbitration proceeding in which such damages or **covered pollution costs or expenses** are claimed and to which the Insured must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages or **covered pollution costs or expenses** are claimed and to which the Insured submits with our consent.
- P. Temporary worker** means a person who is furnished to you to substitute for a permanent **employee** on leave or to meet seasonal or short-term workload conditions.
- Q. Trailer** includes semitrailer



**PUBLIC ENTITY
FLORIDA ENDORSEMENT (AUTOMOBILE)**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This Endorsement modifies coverage provided under the following:
AUTOMOBILE COVERAGE FORM, FIA 500:

With respect to coverage provided by this Endorsement, the provisions of the Coverage Form apply unless modified by the Endorsement.

A. The following condition is added to SECTION IV – BUSINESS AUTO CONDITION, paragraph B. General Conditions:

Mediation

1. In any claim filed by an Insured with us for:
 - a. **Bodily injury** in an amount of \$10,000 or less, arising out of the ownership, operation, use or maintenance of a covered **auto**;
 - b. **Property damage** in any amount, arising out of the ownership, operation, maintenance or use of a covered **auto**; or
 - c. **Loss** to a covered **auto** or its equipment, in any amount;either party may make a written demand for mediation of the claim prior to the institution of litigation.
2. A written request for mediation must be filed with the Florida Department of Insurance on an approved form, which may be obtained from the Florida Department of Insurance.
3. The request must state:
 - a. Why mediation is being requested.
 - b. The issues in dispute, which are to be mediated.
4. The Florida Department of Insurance will randomly select mediators. Each party may reject one mediator, either before or after the opposing side has rejected a mediator. The mediator will notify the parties of the date, time and place of the mediation conference. The mediation conference will be held within 45 days of the request for mediation. The conference will be held by telephone if feasible. Participants in the mediation conference must have the authority to make a binding decision, and must mediate in good faith. Each party will bear the expenses of the mediation equally, unless the mediator determines that one party has not mediated in good faith.
5. Only one mediation may be requested for each claim unless all parties agree to further mediation. A party demanding mediation shall not be entitled to demand or request mediation after a **suit** is filed relating to the same facts already mediated.
6. The mediation shall be conducted as an informal process and formal rules of evidence and procedures need not be observed.



**PUBLIC ENTITY
AUTOMOBILE DEDUCTIBLE LIABILITY COVERAGE**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This Endorsement modifies coverage provided under the following:
AUTOMOBILE COVERAGE FORM, FIA 500:

With respect to coverage provided by this Endorsement, the provisions of the Coverage Form apply unless modified by the Endorsement.

This Endorsement changes the Policy effective on the inception date of the Policy unless another date is indicated below.

Endorsement Effective Date:

SCHEDULE

Liability Deductible:	\$ 0	Per Accident
Bodily Injury Deductible	\$ 0	Per Person
	\$ 0	Per Accident
Property Damage Deductible:	\$ 0	Per Accident

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

SECTION II – COVERED AUTOS LIABILITY COVERAGE is changed as follows:

A. LIABILITY COVERAGE DEDUCTIBLE

The damages caused in any one **accident** that would otherwise be payable under **SECTION II – COVERED AUTOS LIABILITY COVERAGE** will be reduced by the Liability Deductible shown in the Schedule prior to the application of the Limit of Liability provision.

B. BODILY INJURY LIABILITY COVERAGE DEDUCTIBLES

1. Per Person

The damages that would otherwise be payable under **SECTION II – COVERED AUTOS LIABILITY COVERAGE** for **bodily injury** sustained by any one person, in any one **accident**, will be reduced by the **Bodily injury** Per Person Deductible shown in the Schedule prior to the application of the Limit of Liability provision.

2. Per Accident

The damages that would otherwise be payable under **SECTION II – COVERED AUTOS LIABILITY COVERAGE** for all **bodily injury** caused in any one **accident** will be reduced by the **Bodily Injury Per Accident** Deductible shown in the Schedule prior to the application of the Limit of Liability provision.

C. PROPERTY DAMAGE LIABILITY COVERAGE DEDUCTIBLE

The damages that would otherwise be payable under **SECTION II – COVERED AUTOS LIABILITY COVERAGE** for **property damage** caused in any one **accident** will be reduced by the **Property Damage Per Accident** Deductible shown in the Schedule prior to the application of the Limit of Liability provision.

D. OUR RIGHT TO REIMBURSEMENT

To settle any claim or **suit**, we may pay all or any part of any Deductible shown in the Schedule. If this happens, you must reimburse us for the Deductible or the part of the Deductible we paid.



**PUBLIC ENTITY
FLORIDA PERSONAL INJURY PROTECTION**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

For a covered **auto** licensed or principally garaged in Florida, this Endorsement modifies coverage provided under the **AUTOMOBILE COVERAGE FORM, FIA 500**:

With respect to coverage provided by this Endorsement, the provisions of the Coverage Form apply unless modified by this Endorsement.

Endorsement Effective Date: July 1, 2025

We agree with the Named Insured, subject to all the provisions of this Endorsement and to all of the provisions of the Policy except as modified herein, as follows that:

SCHEDULE

Any Personal Injury Protection Deductible shown in the Declarations is applicable to the following Named Insured only:

West Lake Community Development District

<u>Benefits</u>	<u>Limit Per Person</u>
Total Aggregate Limit for all Personal Injury Protection Benefits, except Death Benefits	Up to \$10,000 Limit
Death Benefits	\$5,000
Medical Expenses	80% of medical expenses subject to total aggregate limit and the provisions of Paragraphs D.2.a and b. under Limits of Coverage
Work Loss	60% of work loss subject to total aggregate limit
Replacement Services Expenses	Subject to total aggregate limit

(If no entry appears above, information required to complete this Endorsement will be shown in the Declarations as applicable to this Endorsement.)

As used in this Endorsement, Named Insured shall mean the person or organization named in the Declarations of this Policy and, if an individual, shall include the spouse if a resident of the same household.

A. Coverage

We will pay Personal Injury Protection benefits in accordance with the Florida Motor Vehicle No-Fault Law to or for an Insured who sustains **bodily injury** in an **accident** arising out of the ownership,

maintenance or use of a **motor vehicle**. Subject to the limits shown in the Schedule, these Personal Injury Protection benefits consist of the following:

1. Medical Expenses

- a. All reasonable **medically necessary** expenses for medical, surgical, x-ray, dental, ambulance, hospital, professional nursing and rehabilitative services, including prosthetic devices. However, we will pay for these benefits only if the Insured receives initial services and care within 14 days after the **motor vehicle accident** that are:

- (1) Lawfully provided, supervised, ordered or prescribed by a licensed physician, dentist or chiropractic physician;
- (2) Provided in a hospital or in a facility that owns, or is wholly owned by, a hospital; or
- (3) Provided by a person or entity licensed to provide emergency transportation and treatment;

as authorized by the Florida Motor Vehicle No-fault Law.

- b. Upon referral by a licensed health care provider described in Paragraph **A.1.a.(1), (2) or (3)**, follow-up services and care consistent with the underlying medical diagnosis rendered pursuant to Paragraph **A.1.a.**, if provided, supervised, ordered or prescribed only by a licensed:

- (1) Physician, osteopathic physician, chiropractic physician or dentist; or
- (2) Physician assistant or advanced registered nurse practitioner, under the supervision of such physician, osteopathic physician chiropractic physician or dentist;

as authorized by the Florida Motor Vehicle No-fault Law.

Follow-up services and care may also be provided by:

- (3) A licensed hospital or ambulatory surgical center;
- (4) An entity wholly owned by one or more licensed physicians, osteopathic physicians, chiropractic physicians or dentists; or by such practitioners and the spouse, parent, child, or sibling of such practitioners;
- (5) An entity that owns or is wholly owned, directly or indirectly, by a hospital or hospitals;
- (6) A licensed physical therapist, based upon referral by a provider described in Paragraph **A.1.b.**; or
- (7) A health care clinic licensed under the Florida Health Care Clinic Act:
 - (a) Which is accredited by the Joint Commission on Accreditation of Healthcare Organizations, the American Osteopathic Association, the Commission on Accreditation of Rehabilitation Facilities or the Accreditation Association for Ambulatory Health Care, Inc.; or
 - (b) Which:
 - (i) Has a licensed medical director;
 - (ii) Has been continuously licensed for more than three years or is a publicly traded corporation that issues securities traded on an exchange registered with the United States Securities and Exchange Commission as a national securities exchange; and
 - (iii) Provides at least four of the following medical specialties:

- i. General medicine;
- ii. Radiography;
- iii. Orthopedic medicine;
- iv. Physical medicine;
- v. Physical therapy;
- vi. Physical rehabilitation;
- vii. Prescribing or dispensing outpatient prescription medication; or
- viii. Laboratory services; as authorized by the Florida Motor Vehicle No-fault Law.

However, with respect to Paragraph **A.1.**, medical expenses do not include massage or acupuncture, regardless of the person, entity or licensee providing the massage or acupuncture;

2. Replacement Services Expenses

With respect to the period of disability of the injured person all expenses reasonably incurred in obtaining from others ordinary and necessary services in lieu of those that, but for such injury, the injured person would have performed without income for the benefit of his or her household;

3. Work Loss

With respect to the period of disability of the injured person, any loss of income and earning capacity from inability to work proximately caused by the injury sustained by the injured person; and

4. Death Benefits.

B. Who Is an Insured

- 1. The Named Insured.
- 2. If the Named Insured is an individual, any **family member**.
- 3. Any other person while **occupying** a covered **motor vehicle** with the Named Insured's consent.
- 4. A **pedestrian** if the **accident** involves the covered **motor vehicle**.

C. Exclusions

We will not pay Personal Injury Protection benefits for **bodily injury**:

- 1. Sustained by the Named Insured or any **family member** while **occupying** any **motor vehicle** owned by the Named Insured that is not a covered **motor vehicle**;
- 2. Sustained by any person while operating the covered **motor vehicle** without the Named Insured's expressed or implied consent;
- 3. Sustained by any person, if such person's conduct contributed to his or her **bodily injury** under any of the following circumstances:
 - a. Causing **bodily injury** to himself or herself intentionally; or
 - b. While committing a felony;
- 4. To the Named Insured or any **family member** for work loss if an entry in the Schedule or Declarations indicates that coverage for work loss does not apply;
- 5. To any **pedestrian**, other than the Named Insured or any **family member**, not a legal resident of the state of Florida;
- 6. To any person, other than the Named Insured if that person is the **owner** of a **motor vehicle** for

which security is required under the Florida Motor Vehicle No-Fault Law;

7. To any person, other than the Named Insured, or any **family member**, who is entitled to personal injury protection benefits from the owner of a **motor vehicle** that is not a covered **motor vehicle** under this insurance or from the **owner's** insurer; or
8. To any person who sustains **bodily injury** while **occupying** a **motor vehicle** located for use as a residence or premises.

D. Limit Of Coverage

1. Regardless of the number of persons covered, policies or bonds applicable, premiums paid, vehicles involved or claims made, the total aggregate limit of personal injury protection benefits available under the Florida Motor Vehicle No-Fault Law from all sources combined, including this Policy, for or on behalf of any one person who sustains **bodily injury** as the result of any one **accident**, shall be:
 - a. \$10,000, for medical expenses, work loss and replacement services; and
 - b. \$5,000 for death benefits.
2. Subject to Paragraph **D.1.a.**, we will pay:
 - a. Up to \$10,000 for medical expenses, if a licensed physician, dentist, physician assistant or an advanced registered nurse practitioner authorized by the Florida Motor Vehicle No-fault Law has determined that the Insured had an **emergency medical condition**; or
 - b. Up to \$2,500 for medical expenses, if any health care provider described in Paragraph **A.1.a.** or **A.1.b.** has determined that the Insured did not have an **emergency medical condition**.
3. Any amount paid under this coverage will be reduced by the amount of benefits an injured person has been paid or is entitled to be paid for the same elements of **loss** under any workers' compensation law.
4. If personal injury protection benefits, under the Florida Motor Vehicle No-Fault Law, have been received from any insurer for the same elements of loss and expense benefits available under this Policy, we will not make duplicate payments to or for the benefit of the injured person. The insurer paying the benefits shall be entitled to recover from us its pro rata share of the benefits paid and expenses incurred in handling the claim.
5. The Deductible amount shown in the Schedule will be deducted from the total amount of expenses and losses listed in Paragraphs **A.1**, **A.2**, and **A.3** of this Endorsement before the application of any percentage limitation for each Insured to whom the Deductible applies. The Deductible does not apply to the death benefit.
6. Any amount paid under this coverage for medical expenses shall be limited by the medical fee schedule prescribed by the Florida Motor Vehicle No-fault Law.

E. Changes In Conditions

The **Conditions** are changed for **Personal Injury Protection** as follows:

1. **Duties In The Event Of Accident, Claim, Suit Or Loss** is replaced by the following:

Compliance with the following duties is a condition precedent to receiving benefits:

In the event of an **accident**, the Named Insured must give us or our authorized representative prompt written notice of the **accident**.

If any injured person or his or her legal representative institutes a legal action to recover damages for **bodily injury** against a third party, a copy of the summons, complaint or other process served in connection with that legal action must be forwarded to us as soon as possible by the injured

person or his or her legal representative.

A person seeking personal injury protection benefits must, as soon as possible, give us written proof of claim, under oath if required, containing full particulars concerning the injuries and treatment received and/or contemplated, and send us any other information that will assist us in determining the amount due and payable.

A person seeking personal injury protection benefits must submit to an examination under oath. The scope of questioning during the examination under oath is limited to relevant information or information that could reasonably be expected to lead to relevant information.

2. Legal Action Against Us is replaced by the following:

Legal Action Against Us

- a.** No legal action may be brought against us until there has been full compliance with all terms of this Policy. In addition, no legal action may be brought against us:
 - (1)** Until the claim for benefits is overdue in accordance with Paragraph **F.2.** of this Endorsement; and
 - (2)** Until we are provided with a demand letter in accordance with the Florida Motor Vehicle No-fault Law sent to us via U.S. certified or registered mail; and
 - (3)** With respect to the overdue claim specified in the demand letter, if, within 30 days of receipt of the demand letter, we:
 - (a)** Pay the overdue claim; or
 - (b)** Agree to pay for future treatment not yet rendered;in accordance with the requirements of the Florida Motor Vehicle No-fault Law.
- b.** If legal action is brought against us, all claims related to the same health care provider or facility shall be brought in a single action, unless good cause can be shown why such claims should be brought separately.

3. Transfer Of Rights Of Recovery Against Others To Us is replaced by the following:

Transfer Of Rights Of Recovery Against Others To Us

Unless prohibited by the Florida Motor Vehicle No-Fault Law, in the event of payment to or for the benefit of any injured person under this coverage:

- a.** We will be reimbursed for those payments, not including reasonable attorneys' fees and other reasonable expenses, from the proceeds of any settlement or judgment resulting from any right of recovery of the injured person against any person or organization legally responsible for the **bodily injury** from which the payment arises. We will also have a lien on those proceeds.
- b.** If any person to or for whom we pay benefits has rights to recover benefits from another, those rights are transferred to us. That person must do everything necessary to secure our rights and must do nothing after loss to impair them.
- c.** The insurer providing personal injury protection benefits on a private passenger **motor vehicle**, as defined in the Florida Motor Vehicle No-Fault Law, shall be entitled to reimbursement to the extent of the payment of personal injury protection benefits from the **owner** or the insurer of the **owner** of a commercial **motor vehicle**, as defined in the Florida Motor Vehicle No-Fault Law, if such injured person sustained the injury while "occupying," or while a "pedestrian" through being struck by, such commercial "motor vehicle." However, such insurer's right of reimbursement under this Paragraph **c.** does not apply to an **owner** or

registrant of a **motor vehicle** used as a taxicab.

4. **Concealment, Misrepresentation Or Fraud** is replaced by the following:

Concealment, Misrepresentation Or Fraud

We do not provide coverage under this Endorsement for an Insured if that Insured has committed, by a material act or omission, insurance fraud relating to personal injury protection coverage under this form, if fraud is admitted to in a sworn statement by the Insured or if the fraud is established in a court of competent jurisdiction. Any insurance fraud shall void all personal injury protection coverage arising from the claim with respect to the Insured who committed the fraud. Any benefits paid prior to the discovery of the fraud shall be recoverable from that Insured.

5. **Policy Period, Coverage Territory** is replaced by the following:

Policy Period, Coverage Territory

The insurance under this section applies only to **accidents** which occur during the Policy Period:

- a. In the state of Florida;
- b. As respects the Named Insured" or any **family member**, while **occupying** the covered **motor vehicle** outside the state of Florida but within the United States of America, its territories or possessions or Canada; and
- c. As respects the Named Insured, while **occupying** a **motor vehicle** of which a **family member** is the **owner** and for which security is maintained under the Florida Motor Vehicle No-fault Law outside the state of Florida but within the United States of America, its territories or possessions or Canada.

F. Additional Conditions

The following Conditions are added:

1. Mediation

- a. In any claim filed by an Insured with us for:
 - (1) **Bodily injury** in an amount of \$10,000 or less, arising out of the ownership, operation, use or maintenance of a covered **auto**;
 - (2) **Property damage** in any amount, arising out of the ownership, operation, maintenance or use of a covered **auto**, or
 - (3) **Loss** to a covered **auto** or its equipment, in any amount,either party may make a written demand for mediation of the claim prior to the institution of litigation.
- b. A written request for mediation must be filed with the Florida Department of Financial Services on an approved form, which may be obtained from the Florida Department of Financial Services.
- c. The request must state:
 - (1) Why mediation is being requested.
 - (2) The issues in dispute, which are to be mediated.
- d. The Florida Department of Financial Services will randomly select mediators. Each party may reject one mediator, either before or after the opposing side has rejected a mediator. The mediator will notify the parties of the date, time and place of the mediation conference. The mediation conference will be held within 45 days of the request for mediation. The

conference will be held by telephone if feasible. Participants in the mediation conference must have the authority to make a binding decision, and must mediate in good faith. Each party will bear the expenses of the mediation equally, unless the mediator determines that one party has not mediated in good faith.

- e. Only one mediation may be requested for each claim unless all parties agree to further mediation. A party demanding mediation shall not be entitled to demand or request mediation after a suit is filed relating to the same facts already mediated.
- f. The mediation shall be conducted as an informal process and formal rules of evidence and procedures need not be observed.

2. Payment Of Benefits

Personal injury protection benefits payable under this Coverage Form, whether the full or partial amount, may be overdue if not paid within 30 days after we are furnished with written notice of the covered loss and the amount of the covered loss in accordance with the Florida Motor Vehicle No-fault Law.

However, if we have a reasonable belief that a fraudulent insurance act has been committed relating to personal injury protection coverage under this Coverage Form, we will notify the Insured in writing, within 30 days after the submission of the claim, that the claim is being investigated for suspected fraud. No later than 90 days after the submission of the claim, we will either deny or pay the claim, in accordance with the Florida Motor Vehicle No-fault Law.

If we pay only a portion of a claim or reject a claim due to an alleged error in the claim, we, at the time of the partial payment or rejection, will provide an itemized specification or explanation of benefits due to the specified error. Upon receiving the specification or explanation, the person making the claim, at the person's option and without waiving any other legal remedy for payment, has 15 days to submit a revised claim, which will be considered a timely submission of written notice of a claim.

3. Modification Of Policy Coverages

Any Automobile Medical Payments Coverage and any Uninsured Motorists Coverage afforded by the Policy shall be excess over any personal injury protection benefits paid or payable.

Regardless of whether the full amount of personal injury protection benefits has been exhausted, any Medical Payments Coverage afforded by the Policy shall pay the portion of any claim for personal injury protection medical expenses which are otherwise covered but not payable due to the limitation of 80% of medical expense benefits but shall not be payable for the amount of the Deductible selected.

4. Medical Reports And Examinations; Payment Of Claim Withheld

As soon as practicable, the person making claim shall submit to mental and physical examinations at our expense when and as often as we may reasonably require and a copy of the medical report shall be forwarded to such person if requested. If the person unreasonably refuses to submit to, or fails to appear at, an examination, we will not be liable for subsequent personal injury protection benefits. Such person's refusal to submit to, or failure to appear at, two examinations, raises a rebuttable presumption that such person's refusal or failure was unreasonable.

Whenever a person making claim as a result of an injury sustained while committing a felony is charged with committing that felony, we shall withhold benefits until, at the trial level, the prosecution makes a formal entry on the record that it will not prosecute the case against the person, the charge is dismissed or the person is acquitted.

5. Provisional Premium

In the event of any change in the rules, rates, rating plan, premiums or minimum premiums applicable to the coverage afforded, because of an adverse judicial finding as to the constitutionality of any provisions of the Florida Motor Vehicle No-Fault Law providing for the exemption of persons from tort liability, the premium stated in the Declarations for any Liability, Medical Payments and Uninsured Motorists coverage shall be deemed provisional and subject to recomputation. If this Policy is a renewal agreement, such recomputation shall also include a determination of the amount of any return premium previously credited or refunded to the Named Insured pursuant to the Florida Motor Vehicle No-Fault Law with respect to insurance afforded under a previous policy.

If the final premium thus recomputed exceeds the premium shown in the Declarations, the Named Insured shall pay to us the excess as well as the amount of any return premium previously credited or refunded.

6. Special Provisions For Rented Or Leased Vehicles

Notwithstanding any provision of this coverage to the contrary, if a person is injured while **occupying** or through being struck by, a **motor vehicle** rented or leased under a rental or lease agreement, which does not specify otherwise in language required by FLA. STAT. SECTION 627.7263(2) in at least 10-point type on the face of the agreement, the personal injury protection benefits available under the Florida Motor Vehicle No-fault Law and afforded under the lessor's policy shall be primary.

7. Insured's Right To Personal Injury Protection Information

- a. In a dispute between us and an Insured, or between us and an assignee of the Insured's personal injury protection benefits, we will, upon request, notify such Insured or assignee that the limits for Personal Injury Protection have been reached. We will provide such information within 15 days after the limits for Personal Injury Protection have been reached.
- b. If legal action is commenced, we will, upon request, provide an Insured with a copy of a log of personal injury protection benefits paid by us on behalf of the Insured. We will provide such information within 30 days of receipt of the request for the log from the Insured.

G. Additional Definitions

As used in this Endorsement:

1. **Emergency Medical Condition** means a medical condition manifesting itself by acute symptoms of sufficient severity, which may include severe pain, such that the absence of immediate medical attention could reasonably be expected to result in any of the following:
 - a. Serious jeopardy to Insured's health;
 - b. Serious impairment to bodily functions; or
 - c. Serious dysfunction of any bodily organ part.
2. **Motor vehicle** means any self-propelled vehicle with four or more wheels which is of a type both designed and required to be licensed for use on the highways of Florida and any trailer or semitrailer designed for use with such vehicle;

However, **motor vehicle** does not include:

- a. A mobile home;
- b. Any **motor vehicle** which is used in mass transit, other than public school transportation, and designed to transport more than five passengers exclusive of the operator of the motor vehicle and which is owned by a municipality, a transit authority, or a political subdivision of the state.

3. **Family Member** means a person related to the Named Insured by blood, marriage or adoption including a ward or foster child who is a resident of the same household as the Named Insured.
4. **Owner** means a person or organization who holds the legal title to a **motor vehicle**, and also includes:
 - a. A debtor having the right to possession, in the event a **motor vehicle** is the subject of a security agreement;
 - b. A lessee having the right to possession, in the event a **motor vehicle** is the subject of a lease with option to purchase and such lease agreement is for a period of six months or more; and
 - c. A lessee having the right to possession, in the event a **motor vehicle** is the subject of a lease without option to purchase, and such lease is for a period of six months or more, and the lease agreement provides that the lessee shall be responsible for securing coverage.
5. **Pedestrian** means a person while not an occupant of any self-propelled vehicle.
6. **Medically necessary** refers to a medical service or supply that a prudent physician would provide for the purpose of preventing, diagnosing or treating an illness, injury, disease, or symptom in a manner that is:
 - a. In accordance with generally accepted standards of medical practice;
 - b. Clinically appropriate in terms of type, frequency, extent, site and duration; and
 - c. Not primarily for the convenience of the patient, physician, or other health care provider.



**PUBLIC ENTITY
POLLUTION LIABILITY - BROADENED COVERAGE FOR COVERED AUTOS**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This Endorsement modifies coverage provided under the following:
AUTOMOBILE COVERAGE FORM, FIA 500:

With respect to coverage provided by this Endorsement, the provisions of the Coverage Form apply unless modified by the Endorsement.

A. SECTION II – COVERED AUTOS LIABILITY COVERAGE is changed as follows:

1. Paragraph **a.** of Exclusion **B.11. Pollution** applies only to liability assumed under a contract or agreement.
2. With respect to the coverage afforded by Paragraph **A.1.** above, Exclusion **B.6. Care, Custody Or Control** does not apply.

B. Changes In SECTION V – DEFINITIONS

For the purposes of this Endorsement, Paragraph **D.** of the Definitions Section is replaced by the following:

D. Covered Pollution Cost or Expense means any cost or expense arising out of:

1. Any request, demand, order or statutory or regulatory requirement that any Insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, **pollutants**; or
2. Any claim or **suit** by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of **pollutants**.

Covered Pollution Cost or Expense does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **pollutants**:

- a.** Before the **pollutants** or any property in which the **pollutants** are contained are moved from the place where they are accepted by the Insured for movement into or onto the covered **auto**; or
- b.** After the **pollutants** or any property in which the **pollutants** are contained are moved from the covered **auto** to the place where they are finally delivered, disposed of or abandoned by the Insured.

Paragraphs **a.** and **b.** above do not apply to **accidents** that occur away from premises owned by or rented to an Insured with respect to **pollutants** not in or upon a covered **auto** if:

- (1) The **pollutants** or any property in which the **pollutants** are contained are upset, overturned or damaged as a result of the maintenance or use of a covered **auto** not designed or used for storing or hauling fuel or oil; and
- (2) The discharge, dispersal, seepage, migration, release or escape of the **pollutants** is caused directly by such upset, overturn or damage.



**PUBLIC ENTITY
NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT**

THIS ENDORSEMENT CHANGES THE AGREEMENT. PLEASE READ IT CAREFULLY.

This endorsement modifies coverage provided under the **AUTOMOBILE LIABILITY COVERAGE FORM, FIA 500** and the **GENERAL LIABILITY COVERAGE FORM, FIA 300**

I. The coverage does not apply:

- A. Under any Liability Coverage, to **bodily injury** or **property damage**:
 - 1. With respect to which a **Covered Party** under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - 2. Resulting from the **hazardous properties of nuclear material** and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the **Covered Party** is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- B. Under any Medical Payments coverage, to expenses incurred with respect to **bodily injury** resulting from the **hazardous properties of nuclear material** and arising out of the operation of a **nuclear facility** by any person or organization.
- C. Under any Liability Coverage, to **bodily injury** or **property damage** resulting from the **hazardous properties of nuclear material**, if:
 - 1. The **nuclear material** (a) is at any **nuclear facility** owned by, or operated by or on behalf of, a **Covered Party** or (b) has been discharged or dispersed therefrom;
 - 2. The **nuclear material** is contained in **spent fuel** or **waste** at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of a **Covered Party**; or
 - 3. The **bodily injury** or **property damage** arises out of the furnishing by a **Covered Party** of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any **nuclear facility**, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to **property damage** to such **nuclear facility** and any property thereat.
- D. Under any liability, loss, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with the use or release, or threat thereof, of any nuclear weapon or device or chemical or biological agent, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

II. As used in this endorsement:

Hazardous properties include radioactive, toxic or explosive properties;

Nuclear material means **source material**, **special nuclear material** or **by-product material**;

Source material, **special nuclear material**, and **by-product material** have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

Spent fuel means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a **nuclear reactor**;

Waste means any waste material (a) containing **by-product material** other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its **source material** content, and (b) resulting from the operation by any person or organization of any **nuclear facility** included under the first two paragraphs of the definition of **nuclear facility**.

Nuclear facility means:

1. Any **nuclear reactor**;
2. Any equipment or device designed or used for: (a) separating the isotopes of uranium or plutonium, (b) processing or utilizing **spent fuel**, or (c) handling, processing or packaging **waste**;
3. Any equipment or device used for the processing, fabricating or alloying of **special nuclear material** if at any time the total amount of such material in the custody of the **Covered Party** at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
4. Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of **waste**;

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

Nuclear reactor means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

Property damage includes all forms of radioactive contamination of property.



**PUBLIC ENTITY
AUTOMATIC ADDITIONAL COVERED PARTIES**

THIS ENDORSEMENT CHANGES THE AGREEMENT. PLEASE READ IT CAREFULLY.

This endorsement modifies coverage provided under the **AUTOMOBILE LIABILITY COVERAGE FORM, FIA 500** and the **GENERAL LIABILITY COVERAGE FORM, FIA 300**

Where indicated by (x) below, coverage applies to the person(s) or organization(s) as their interest may appear. The provisions in this endorsement do not supersede Florida Statute 768.28, Article 10 § 13 of the Florida Constitution, or any other Statute or law limiting whom a Public Entity can indemnify.

☒ **ADDITIONAL COVERED PARTY - BY CONTRACT, AGREEMENT OR PERMIT**

SECTION I - WHO IS A COVERED PARTY is amended to include any person(s) or organization(s) (hereinafter called **Additional Covered Party**) with whom the **Covered Party** agrees in a written **insured contract** to name as an **Additional Covered Party**, but only with respect to liability arising, in whole or in part, out of the **Covered Party's** operations, **your work** or facilities owned or used by the **Covered Party**.

The coverage afforded to the **Additional Covered Party** does not apply:

- (1) Unless the written **insured contract**, agreement or permit was executed prior to the **bodily injury, property damage, personal injury or advertising injury**;
- (2) To any person(s) or organization(s) included as a **Covered Party** under this coverage agreement or by an endorsement made part of this coverage agreement.

☒ **ADDITIONAL COVERED PARTY - OWNERS OF LEASED EQUIPMENT**

SECTION II - WHO IS A COVERED PARTY is amended to include any person(s) or organization(s) (hereinafter called **Additional Covered Party**) with whom the **Covered Party** agrees in a written equipment lease or rental agreement to name as an **Additional Covered Party**, but only with respect to liability arising out of the sole negligence of the **Covered Party**, and only while such equipment is in the care, custody or control of the **Covered Party**, or any employee or agent of the **Covered Party**.

The coverage afforded to the **Additional Covered Party** does not apply to:

- (1) **Bodily injury or property damage** occurring after you cease to lease or rent the equipment;
- (2) **Bodily injury or property damage** arising out of any negligence of the **Additional Covered Party**;
- (3) Structural alterations, new construction or demolition operations performed by or on behalf of the **Additional Covered Party**;
- (4) Liability assumed by the **Additional Covered Party** under any contract or agreement;
- (5) **Property damage** to:
 - (a) Property owned, used, occupied by, or rented to the **Additional Covered Party**;
 - (b) Property in the care, custody or control of the **Additional Covered Party** or its employees or agents, or of which the **Additional Covered Party**, its employees or agents are for any purpose exercising physical control.

☒ **ADDITIONAL COVERED PARTY - MANAGERS OR LESSORS OF PREMISES**

SECTION II - WHO IS A COVERED PARTY is amended to include any person(s) or organization(s) (hereinafter called **Additional Covered Party**) with whom the **Covered Party** agrees in a written agreement to name as an **Additional Covered Party**, but only with respect to liability arising, in whole or in part, out of the **premises** leased to the **Covered Party** by such person(s) or organization(s).

The coverage afforded to the **Additional Covered Party** does not apply to:

- (1) **Bodily injury** or **property damage** occurring after the **Covered Party** ceases to be a tenant in that **premises**;
- (2) **Bodily injury** or **property damage** arising out of any negligence of the **Additional Covered Party**;
- (3) Structural alterations, new construction or demolition operations performed by or on behalf of the **Additional Covered Party**;
- (4) Liability assumed by the **Additional Covered Party** under any contract or agreement;
- (5) **Property damage** to:
 - (a) Property owned, used, occupied by, or rented to the **Additional Covered Party**;
 - (b) Property in the care, custody or control of the **Additional Covered Party** or its employees or agents, or of which the **Additional Covered Party**, its employees or agents are for any purpose exercising physical control.

Notwithstanding any other provision of this agreement, nothing in this agreement shall be construed as a waiver of either the **Covered Party's** or the **Additional Covered Party's** sovereign immunity nor shall any provision of this agreement increase the liability of the **Covered Party** or the **Additional Covered Party**, or the sums for which the covered party may be liable, beyond the limits provided in §768.28, Florida Statutes.



**PUBLIC ENTITY
ADDITIONAL INSURED – DISTRICT MANAGEMENT COMPANY**

NAMED INSURED: West Lake Community Development District
POLICY NO: 1001241229

THIS ENDORSEMENT CHANGES THE AGREEMENT. PLEASE READ IT CAREFULLY.

This endorsement modifies coverage provided under the **AUTOMOBILE LIABILITY COVERAGE FORM (FIA 500)** and the **GENERAL LIABILITY COVERAGE FORM (FIA 300)**.

ALL TERMS, LIMITATIONS, EXCLUSIONS AND OTHER CONDITIONS CONTAINED IN SAID COVERAGE FORM(S) REMAIN APPLICABLE TO THIS ENDORSEMENT AND ARE INCORPORATED HEREIN BY REFERENCE.

The provisions in this endorsement do not supersede Florida Statute 768.28, Article 10 § 13 of the Florida Constitution, or any other Statute or law limiting whom a Public Entity can indemnify.

ADDITIONAL INSURED – MANAGEMENT COMPANY APPOINTED BY DISTRICT

SECTION II- WHO IS AN INSURED/SECTION II – COVERED AUTOS LIABILITY COVERAGE is amended to include solely that specific person, company, corporation or other organization, including any employee(s) or agent(s) thereof (hereinafter called Additional Insured), which the insured duly employs to serve as its designated district manager, through official action of its governing board, as authorized by Section 190.007(1) Florida Statutes, but only with respect to liability arising, solely and exclusively, out of the performance of those duties which have been authorized by the insured and solely involve the performance of **Your Work**. The term Additional Insured shall not include any other person or entity hired, contracted, or tasked to perform work or provide services to or on behalf of the insured, regardless of the nature of said work or services.

The coverage afforded to the additional insured does not apply to:

- A. **Bodily Injury or Property Damage** occurring after the insured ceases to be authorized to serve in the capacity as manager or administrator of the insured's operations or facilities;
- B. **Bodily Injury or Property Damage** arising solely out of any negligence of the additional insureds, its agents or employees;
- C. **Bodily Injury or Property Damage** intended or expected by additional insured;
- D. Liability assumed by the additional insured under any contract or agreement;
- E. **Property Damage** to:
 - 1. Property owned, used, occupied by, or rented exclusively to the additional insured;
 - 2. Property exclusively in the care, custody or control of the additional insured or its employees or agents, unrelated to the performance of **your work**.

LIMITS OF COVERAGE FOR ADDITIONAL INSURED

The limits of coverage available under this endorsement to any additional insured shall not exceed the sum of \$200,000.00 per claimant or \$300,000.00 per occurrence and in the aggregate. Defense costs are outside the limit provided.

Notwithstanding any other provision of this agreement, nothing in this agreement shall be construed as a waiver of either the Insured's or the Additional Insured's sovereign immunity nor shall any provision of this

agreement increase the liability of the Insured or the Additional Insured, or the sums for which the Insured may be liable, beyond the limits provided in §768.28, *Florida Statutes*.



**PUBLIC ENTITY
PERFLUOROALKYL AND
POLYFLUOROALKYL SUBSTANCES (PFAS)
CHEMICALS EXCLUSION ENDORSEMENT**

NAMED INSURED: West Lake Community Development District
POLICY NO: 1001241229

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This Endorsement modifies coverage provided under the following:

CRIME COVERAGE FORM (FIA 200), GENERAL LIABILITY COVERAGE FORM (FIA 300), PUBLIC OFFICIALS' LIABILITY & EMPLOYMENT PRACTICES LIABILITY FORM (FIA 400), and the AUTOMOBILE LIABILITY COVERAGE FORM (FIA 500),

A. This coverage does not apply to:

- 1. Bodily Injury or Property Damage** which would not have occurred, in whole or in part, but for the actual, alleged, threatened or suspected inhalation, ingestion, absorption, consumption, discharge, dispersal, seepage, migration, release or escape of, contract with, exposure to, existence of, or presence of, any **PFAS** group of manufactured chemicals.
- 2.** Any loss, cost, or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of any **PFAS** by any **Covered Party** or any other person or organization.

B. As used in this endorsement:

PERFLUOROALKYL AND POLYFLUOROALKYL SUBSTANCE (**PFAS**) means any:

1. Chemical or substance that contains one or more alkyl carbons on which hydrogen atoms have been partially or completely replaced by fluorine atoms, including but not limited to:
 - a. Polymer, oligomer, monomer or nonpolymer chemicals and their homologues, isomers, telomers, salts, derivatives, precursor chemicals, degradation products or by-products;
 - b. Perfluoroalkyl acids (PFAA), such as perfluorooctanoic acid (PFOA) and its salts, or perfluorooctane sulfonic acid (PFOS) and its salts;
 - c. Perfluoropolyethers (PFPE); d. Fluorotelomer-based substances; or
 - d. Side-chain fluorinated polymers; or
2. Good or product, including containers, materials, parts or equipment furnished in connection with such goods or products, that consists of or contains any chemical or substance described in Paragraph B.1.

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



**PUBLIC ENTITY
DEADLY WEAPON PROTECTION DECLARATIONS**

NAMED INSURED: West Lake Community Development District

POLICY NO: 1001241229

POLICY PERIOD: July 1, 2025 - October 1, 2025

SCHEDULE OF COVERAGES AND LIMITS OF LIABILITY

Coverage is only provided for the coverages indicated by a check mark (☑).

<u>Deductibles</u>			
	Third Party Liability		None
	Property Damage		None
<u>Coverage</u>			
☒	Third Party Liability	\$1,000,000	Per Occurrence
	Crisis Management Services	\$250,000	Per Occurrence
	Funeral Expenses	\$250,000/\$15,000	Per Occurrence/Person
	Counselling	\$250,000/\$15,000	Per Occurrence/Person
	Medical Expenses	\$25,000	Per Person
	Accidental Death and Dismemberment	\$50,000	Per Person
	Loss of Tuition Fees	\$250,000	Per Occurrence
☒	Property Damage	\$1,000,000	Per Occurrence
	Business Income	Included	
	Demolition, Clearance and Memorialization	\$250,000	Per Occurrence

FORMS APPLICABLE TO ALL COVERAGE PARTS: See Policy Forms List – FIA 003

THESE DECLARATIONS TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PARTS, FORMS AND ENDORSEMENTS, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

If a **Deadly Weapon Event** or **Circumstance** occurs, or is believed to have occurred, immediately contact the **Event Responder** via FIA's 24-hour/7-day Telephone Number: **860-677-3790** operated by the **Event Responder**, CrisisRisk Strategies, LLC.



**PUBLIC ENTITY
DEADLY WEAPON PROTECTION COVERAGE FORM (Claims Made)
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**PUBLIC ENTITY
DEADLY WEAPON PROTECTION COVERAGE FORM (Claims Made)**

Various provisions in this Coverage Form restrict coverage. Read the entire Coverage Form carefully to determine rights, duties and what is and is not covered.

Throughout this Coverage Form the words "you" and "your" refer to the Named Insured shown in the Declarations which is a **Public Entity**. The words "we", "us" and "our" refer to Florida Insurance Alliance which is the Insurer providing this coverage.

Other words and phrases that appear in **bold-faced type** have special meaning. Refer to **SECTION IX – GENERAL POLICY DEFINITIONS**.

In consideration of the payment of the premium, in reliance upon the **Application**, and subject to the Declarations and the terms and conditions of this Coverage Form, we and you agree as follows:

SECTION I – LIABILITY TO INSURED PERSON(S)

A. Coverage:

1. We will pay on your behalf for any **damages** and **claims expenses** that you shall become legally liable to pay, by reason of the liability imposed upon you by law, because of any **claim** or **claims** for **bodily injury** to an **insured person** caused by a **deadly weapon event** occurring at the **location(s)** that occurs on or after the **retroactive date** shown in the **declarations**, are first made against you during the **period of insurance**, and are reported to us in writing no later than ninety (90) days after the expiration of insurance.
2. **NOTICE:** THE INSURANCE UNDER THIS SECTION IS PROVIDED ON A **CLAIMS MADE AND REPORTED BASIS**. THE COVERAGE PROVIDED BY THIS SECTION IS LIMITED TO ONLY THOSE **CLAIMS** WHICH ARISE FROM A **DEADLY WEAPON EVENT** THAT OCCURS AFTER THE **RETROACTIVE DATE** STATED IN THE **DECLARATIONS** AND WHICH ARE FIRST MADE AGAINST YOU AND REPORTED TO US WITHIN THE **PERIOD OF INSURANCE** AND IN NO EVENT LONGER THAN NINETY (90) DAYS AFTER THE EXPIRY IN ACCORDANCE WITH THE TERMS OF THIS POLICY.

B. Conditions (applicable to this Section):

1. Defense and Settlement of Claims

- a. We shall have the right and duty to defend, subject to all the provisions, terms and conditions of this Section and of Policy to which it forms a part:
 - (1) any **claim** against you seeking **damages** which are payable under the terms of this Section, even if any of the allegations of the **claim** are groundless, false or fraudulent; or
 - (2) any **claim** in the form of a regulatory proceeding.

Defense counsel shall be chosen and appointed solely at our own discretion.

- b. With respect to any **claim** against you seeking **damages** which are payable under the terms of this Section, we will pay **claims expenses** incurred with our prior written consent. The limit of liability available to pay **damages** shall be reduced and may be completely exhausted by payment of **claims expenses**. **Damages** and **claims expenses** shall be applied against each **deductible** payable by you.

You agree to be bound by the recommendations of the **event responder** which may result in you incurring **claims expenses** that fall within the **deductible** amount stated in the **declarations**. However, you will not be responsible for any **event responder fees** incurred as a result of any **deadly weapon event** insured by this Policy.

- c. If you refuse to consent to any settlement or compromise recommended by us and acceptable to the claimant and you elect to contest the **claim**, our liability for any **damages**, penalties and **claims expenses** shall not exceed the amount for which the **claim** could have been settled less the remaining **deductible** plus the **claims expenses** incurred up to the time of such refusal or the applicable limit of liability, whichever is less; and we shall have the right to withdraw from further defense of the **claim** by tendering control of said defense to you. The portion of any proposed settlement or compromise that requires you to cease, limit or refrain from actual or alleged infringing or otherwise injurious activity, or is attributable to future royalties or other amounts that are not **damages**, shall not be considered in determining the amount for which a **claim** could have been settled.

2. Due Diligence

- a. You, or any of your agents, sub or co-contractors, must use due diligence and do (and concur in doing and permit to be done) everything reasonably practicable to avoid or diminish further injury or damage and to secure compensation for any such loss including action against other parties to enforce any rights and remedies or to obtain relief or indemnity.

C. Exclusions (applicable to this Section):

1. This Section does not cover **damages, claims expenses** or any other cost or expense with respect to any **claim** directly or indirectly arising from, caused by or due to:
 - a. Injury or death to any of your **employees**, or to employees of any third party with whom you have contracted for services including but not limited to temporary or borrowed employees, medical staff, administrative staff, law enforcement officers, security guards, concierges, valet staff, receptionists and door staff; Or any obligation under a workers' compensation, disability benefits, unemployment compensation law, or any similar law.
 - b. Loss, injury or damage arising out of employment related claims, of any type, including but not limited to employee claims of wrongful termination of employment, discrimination, harassment, false arrest, slander, invasion of privacy, assault or battery, mental injury or mental anguish or humiliation when asserted in connection with an employment related claim.
 - c. Any actual or alleged negligent act, error, omission, misstatement, misleading statement, neglect or breach of duty by your **directors or officers**, individually or collectively, in the discharge of their duties solely in their capacity as **directors or officers**.

- d. **Euthanasia, mercy killing(s), and suicide.**
- e. Any **claim** or **claims** made by, or on behalf of, any **assailant**.
- f. Loss, injury or damage arising out of any mental injury or mental anguish related claim where no actual **bodily injury** has occurred to the claimant.
- g. Any affiliate, subsidiary or **joint venture** insured under this insurance making a **claim** or **claims** against any other affiliate, subsidiary or **joint venture** insured under this insurance.
- h. Loss, injury or damage arising from goods or products which you have designed, manufactured, constructed, altered, repaired, serviced, treated, sold, supplied or distributed.
- i. Any liability arising out of **property damage**.
- j. Fines, penalties, punitive damages, exemplary damages, sanctions or any additional damages resulting from the multiplication of compensatory **damages**.
- k. Any **deadly weapon event** that occurs at a **location(s)** which has been specifically leased or loaned by you to any other entity or individual to host a permitted event planned and ticketed for more than 500 attendees over the duration of the event, except with our prior written agreement. Upon notification of any such permitted event, we may, at our discretion, charge an additional premium and/or impose additional conditions specifically for that event.

D. Definitions (applicable to this Section):

1. **Claim(s)** means a written demand received by you from an **insured person(s)** for **damages** covered by this Section.
2. **Claims expenses** means all reasonable and necessary fees, costs and expenses incurred with our written consent resulting from the investigation, adjustment, appraisal, defense or appeal of a **claim**, suit or proceeding relating to a **claim** regardless of ultimate determination of liability. **Claims expenses** do not include the salaries, expenses, overheads or other charges you incur for any time spent in cooperating in the defense, settlement and investigation of any **claim**.
3. **Claims made and reported basis** means that, subject to the terms and conditions of this Section and of the Policy to which it forms a part, the coverage provided by this Section only covers **claims** first made against or a circumstance which could reasonably be expected to give rise to a **claim** during the **period of insurance** and reported to us in writing as soon as reasonably possible and in no event longer than ninety (90) days after the expiration of this insurance.
4. **Damages** mean a monetary judgment, monetary award or monetary settlement made by a competent court with **Underwriters** written approval. Except, however, that **Damages** shall not include punitive or exemplary damages, sanctions or any additional damages resulting from the multiplication of compensatory damages.
5. **Directors or officers** mean any of your partner(s), executive officer(s), administrator(s), member(s) which are a not-for-profit corporation, stockholder or member of your board of directors, trustees or governors.
6. **Euthanasia**. Voluntary **euthanasia** is **euthanasia** conducted with the consent of the person and non-voluntary **euthanasia** is **euthanasia** conducted where the consent of the person is unavailable.
7. **Mercy killing(s)** means the deliberate act of ending the life of a person or persons who are suffering from an incurable illness or disease. This definition is in respect to passive **mercy**

killing(s) where a person(s) undertaking the act of killing the incurably ill person(s) is acting at the explicit request of the person(s) who wishes to die.

8. **Property damage** means physical loss of, physical damage to or physical destruction of tangible property including the resulting loss of use of such tangible property.
9. **Retroactive date** means the date on or after which any **claim** from a **deadly weapon event** can be reported in order for coverage under this Section to be triggered.
10. **Suicide** means the act of intentionally killing or attempting to kill oneself.

E. Limit of Insurance:

1. We shall not be liable under this Section for more than the amount stated in the **declarations** in respect of each and every **loss occurrence** of a **deadly weapon event**. The limit of insurance for this Section is inclusive of any **claims expenses**, and is part of and not in addition to the Policy Limit of Liability and Policy **Aggregate** Limit stated in the **declarations**.

F. Deductible:

1. The insurance under this Section does not cover the **deductible** amount as shown in the **declarations** in respect of each and every **loss occurrence** of a **deadly weapon event**.

SECTION II – PROPERTY DAMAGE

A. Coverage:

1. This Section indemnifies you against physical loss or physical damage to **insured property** caused by a **deadly weapon event**. In the event that fire or sprinkler leakage ensues from a **deadly weapon event**, then this Section will also include physical loss or physical damage to **insured property** directly caused by that ensuing fire or sprinkler leakage.
2. In the event of a **deadly weapon event** that occurs during the **period of insurance** at any of the **location(s)**, and in conjunction with the recommendations of the **event responder**, we shall be liable for:
 - a. The cost to repair, replace or reinstate (whichever the least), with new materials of like kind and quality, any physical loss or physical damage to the **insured property**, caused by such **deadly weapon event**. Until replacement has been effected the amount of liability under this Section shall be limited to the **actual cash value** at the time of such **deadly weapon event**.
 - b. The costs you have incurred to put up temporary plates or board up openings if repair or replacement of damaged **glass** is delayed;
 - c. The costs you have incurred in the removal from the **location(s)** of debris of the **property insured** damaged as a result of a **deadly weapon event**, and in the clean-up of the **location(s)**, including biological cleaning and sanitizing, in consequence of a **deadly weapon event**;
 - d. The costs you have incurred in re-filling, recharging or replacing any fire extinguishers, local or fixed fire suppression or gas flooding systems, sprinkler installations and sprinkler heads,

and in having any fire or intruder alarms, or closed circuit television equipment re-set, made necessary as a result of a **deadly weapon event**;

- e. The costs you have incurred in replacing locks to external doors if security at the **location(s)** is compromised in consequence of a **deadly weapon event**.

There shall be no abandonment to us of any property.

B. Conditions (applicable to this Section):

1. Proof of Loss

- a. Written proof of loss must be furnished to us as soon as is reasonably practicable after the date of the physical loss or physical damage to **insured property**. Any forms that may be required to be provided under this Condition may be provided in electronic or paper form.

C. Excluded Property:

- 1. This Section does not insure physical loss or physical damage to:
 - a. Land or land values;
 - b. Aircraft, watercraft or any vehicle that is licensed for highway use;
 - c. Animals;
 - d. Money, currency, checks, coins, stamps, securities, valuable papers, evidences of debt, precious stones, precious metals (unless forming an integral part of **insured property**), jewelry, furs, **fine arts and antiques**;
 - e. **Electronic data**;
 - f. Any property in transit not at the **location(s)**.

D. Other Exclusions (applicable to this Section):

- 1. This Section does not cover any loss, damage, cost, claim or expense arising from, caused by, or in connection with:
 - a. The enforcement of any ordinance or law regulating the use, reconstruction, repair or demolition of any property at the **location(s)**;
 - b. Normal wear and tear, gradual deterioration, vermin or insects;
 - c. Mysterious disappearance or unexplained loss.

E. Definitions (applicable to this Section):

- 1. **Actual cash value** means the cost to repair, replace or reinstate the **insured property** with proper deduction to reflect any depreciation, deterioration and obsolescence of the **insured property**.
- 2. **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 and software and other

coded instructions for the processing and manipulation of **electronic data** or the direction and manipulation of electronic data processing equipment.

3. **Fine arts and antiques** mean any articles of recognised artistic or collectible nature of whatsoever description including, but not limited to, tapestries, rugs, furniture, paintings, photographs, etchings, manuscripts, sculptures, statuary, porcelains, rare or art glass, objets d'art, contemporary art, clocks, articles of historical value or forming part of a collection.
4. **Glass** means plain plate glass, plain sheet glass, laminated glass, and polycarbonate sheeting fixed into, or forming part of, any window, door, transom, fanlight, skylight, roof light, greenhouse or conservatory.
5. **Insured property** means:
 - a. Buildings, structures or detached outbuildings situated at the **location(s)**, including:
 - (1) Completed additions;
 - (2) Permanently installed machinery, equipment, and heating boilers;
 - (3) Permanently installed appliances used for refrigeration, ventilation, cooking, dishwashing or laundering;
 - (4) Floor coverings;
 - (5) **Glass**, wall mirrors, and **sanitary ware**.
 - b. Business personal property owned by the you, which is of a type not excluded, whilst situated at the **location(s)**, including:
 - (1) Furniture and fixtures;
 - (2) Machinery and equipment not included in 5.1.B. above, electronic data processing equipment and computers; electronic data processing media;
 - (3) Appliances used for refrigeration, ventilation, cooking, dishwashing or laundering not included in 5.1.C. above;
 - (4) **Stock** and tools of the trade.
 - c. Personal property of others which is in your care, custody and control and personal property of others which you are responsible to insure, which is of a type not excluded, whilst situated at the **location(s)**.
 - d. At your option, personal property of any **eligible person**, which is of a type not excluded, whilst situated at the **location(s)**.
6. **Sanitary ware** means baths, sinks, lavatory bowls and cisterns, washbasins and pedestals.
7. **Stock** means merchandise held at the **location(s)** for storage or for sale, raw materials, and in-process or finished goods, including supplies used in their packing or shipping.

F. Limit of Insurance:

1. We shall not be liable under this Section for more than the amount stated in the **declarations** in respect of each and every **loss occurrence** of a **deadly weapon event**. The limit of insurance for this Section is part of and not in addition to the Policy Limit of Liability and Policy **Aggregate** Limit stated in the **declarations**.

G. Deductible:

1. Each **loss occurrence** of insured physical loss or physical damage caused by a **deadly weapon event** shall be adjusted separately, and from the amount of each adjusted **loss occurrence** the amount stated in the **declarations** shall be deducted.

SECTION III – MEDICAL EXPENSES

A. Coverage:

1. We will reimburse you for payments made by you to an **eligible person**, regardless of fault, in respect of **medical expenses** necessarily incurred solely and directly by the **eligible person** as a result of identifiable physical injury due to an **accident** directly caused by a **deadly weapon event** occurring at any of the **location(s)**.

B. Conditions (applicable to this Section):

1. Notice of Claim

- a. Written notice of claim must be given to us within thirty (30) days after the occurrence of the **eligible person's** physical injury due to a **covered accident**, or as soon as is reasonably possible thereafter. Notice given by or on behalf of the claimant to us at the following address:
- b. *Beazley Furlonge Limited, Claims Department, Plantation Place South, 60 Great Tower Street, London, EC3R 5AD, Or Email: DWPclaims@Beazley.com,*
- c. with information sufficient to identify you and the **eligible person** is deemed notice to us. Any forms that may be required to be provided under this Condition may be provided in electronic or paper form.

2. Physical Examination

- a. We have the right and opportunity, at our own expense, to examine the **eligible person** when and as often as we may reasonably require, where it is not prohibited by law.

3. Proof of Loss

- a. Written proof of loss must be furnished to us within ninety (90) days after the date of the **eligible person's** physical injury due to a **covered accident**. Failure to furnish proof of loss within the time required neither invalidates nor reduces any claim if it was not reasonably possible to furnish proof within such time. Any forms that may be required to be provided under this Condition may be provided in electronic or paper form.

C. Exclusions (applicable to this Section):

1. This Section will not reimburse **medical expenses** for any loss which is caused by or results from:

- a. **bodily injury** to the **assailant** of the **deadly weapon event**;
- b. intentionally self-inflicted injury or suicide, or any attempt thereat, whether sane or insane;
- c. sickness; disease; bodily or mental infirmity; bacterial or viral infection, or medical or surgical treatment thereof, including exposure to viral, bacterial or chemical agents whether resulting directly or indirectly from treatment, except for any bacterial infection resulting from an accidental external cut or wound. This exclusion does not apply to a **covered accident** caused by a substance when used in conjunction with a **deadly weapon event**.

D. Definitions (applicable to this Section):

1. **Accident** (or **accidental**) means a sudden, unexpected, specific and abrupt event that occurs at an identifiable time and place while the **eligible person** is covered under this insurance.
2. **Covered accident** means an **accident** directly caused by a **deadly weapon event** which results in an identifiable physical injury to an **eligible person**.
3. **Medical Expenses** mean the reasonable cost of medical, surgical, diagnostic or remedial treatment, specialist's fees, hospital, nursing home, nursing attendance charges, costs of physiotherapy, massage and manipulative treatment, surgical and medical requisites, and any emergency transportation to hospital. However, **medical expenses** will not include expenses:
 - a. for services or treatment rendered by any person who is:
 - (1) employed or retained by you;
 - (2) living in the **eligible person's** household;
 - (3) an **immediate family member** of either the **eligible person** or the **eligible persons' spouse**;
 - (4) the **eligible person** himself/herself.
 - b. for rest cures, sanatorial or custodial care or period of quarantine or isolation;
 - c. for cosmetic or plastic surgery unless necessitated by an identifiable physical injury caused by a **covered accident**;
 - d. for dental examination, X-rays, extractions, fillings and general dental care; supplying or fitting of eye glasses or hearing aids; except as a result of an identifiable physical injury caused by a **covered accident**;
 - e. for general health examinations and examinations for check-up purposes not incidental to, or relating to, an identifiable physical injury caused by a **covered accident**;
 - f. for any disability or condition, whether or not aggravated by a **covered accident**, which originated prior to the effective date of this Insurance or of the **eligible person(s)'** inclusion hereunder until a period of one hundred and eighty (180) consecutive days has elapsed during which the **eligible person** has neither received nor required any treatment for the said disability or condition;

- g. incurred more than twelve (12) months after the **eligible person** sustained an identifiable physical injury caused by a **covered accident**;
- h. which are more specifically insured under any other Section of this Policy.

E. Limit of Insurance:

- 1. We shall not be liable under this Section for more than \$25,000 for each **eligible person** in respect of each and every **loss occurrence** of a **deadly weapon event** and not for more in the **aggregate** during the **period of insurance** than the amount shown in the **declarations**. The limit of insurance for this Section is part of and not in addition to the Policy Limit of Liability and Policy **Aggregate** Limit stated in the **declarations**.

F. Deductible:

- 1. All **medical expenses** incurred in connection with each **loss occurrence** caused by a **deadly weapon event** shall be adjusted separately, and from the amount of each adjusted **loss occurrence** the amount shown in the **declarations** shall be deducted.

SECTION IV – ACCIDENTAL DEATH & DISMEMBERMENT

A. Coverage:

- 1. We will pay up to the Limit of Insurance described below for **covered loss** or **covered injury** to **eligible person** resulting from an **accident** directly caused by a **deadly weapon event** that occurs during the **period of insurance** at any of the **location(s)**.

B. Conditions (applicable to this Section):

1. Claim Forms

- a. We will send claim forms to the **eligible person** (“claimant”) upon receipt of a written claim from them. If such claim forms are not sent within thirty (30) days after we received such notice the claimant will be deemed to have met the proof of loss requirements upon submitting, within the time period stipulated in Condition 5 ‘Proof of Loss’ for proof of loss, written proof covering the occurrence, the character and the extent of loss for which claim is made. The notice should include the **eligible person’s** name, your name, and your Policy number (if known). Any forms that may be required to be provided under this Condition may be provided in electronic or paper form.

2. Notice of Claim

- a. Written notice of claim must be given to us within thirty (30) days after the occurrence or commencement of the **eligible person’s covered loss**, or as soon as is reasonably possible thereafter. Notice given by or on behalf of the claimant to us at the following address:
- b. *Beazley Furlonge Limited, Claims Department, Plantation Place South, 60 Great Tower Street, London, EC3R 5AD, Or Email: DWPClaims@Beazley.com,*
- c. with information sufficient to identify you and the **eligible person** is deemed notice to us. Any forms that may be required to be provided under this Condition may be provided in electronic or paper form.

3. Payment of Claims

- a. All payments will be paid to you in reimbursement of payments made by you directly to the **eligible person** (or to the **eligible person's** representative, heirs, or assigns) in accordance with the terms and conditions of this Section.
- b. Any payment we make in good faith fully discharges our liability to the extent of the payment made.

4. Physical Examination and Autopsy

- a. We have the right and opportunity, at our own expense, to examine the **eligible person** when and as often as we may reasonably require while a claim is pending and to make an autopsy in the case of death, where it is not prohibited by law.

5. Proof of Loss

- a. Written proof of loss must be furnished to us within ninety (90) days after the date of the **covered loss**. Failure to furnish proof of loss within the time required neither invalidates nor reduces any claim if it was not reasonably possible to furnish proof within such time. Any forms that may be required to be provided under this Condition may be provided in electronic or paper form.

C. Exclusions (applicable to this Section):

1. This Section does not cover any loss directly or indirectly arising from, caused by or due to:
 - a. **bodily injury** to the **assailant** of the **deadly weapon event**;
 - b. intentionally self-inflicted injury or suicide, or any attempt thereat, whether sane or insane;
 - c. sickness; disease; bodily or mental infirmity; bacterial or viral infection, or medical or surgical treatment thereof, including exposure to viral, bacterial or chemical agents whether resulting directly or indirectly from treatment, except for any bacterial infection resulting from an accidental external cut or wound. This exclusion does not apply to a **covered accident** caused by a substance when used in conjunction with a **deadly weapon event**.

D. Definitions (applicable to this Section):

1. **Accident** (or **accidental**) means a sudden, unexpected, specific and abrupt event that occurs at an identifiable time and place while the **eligible person** is covered under this insurance.
2. **Brain death** means irreversible unconsciousness, resulting directly and independently of all other causes from and within twelve (12) months of a **covered loss**, manifested by both total loss of brain function and complete absence of electrical activity of the brain, even though the heart is still beating.
3. **Coma** means a profound state of unconsciousness from which the **eligible person** is not likely to be aroused through powerful stimulation. The **coma** must begin within 30 days of the **covered loss**, continue for one hundred and eighty (180) consecutive days and must be diagnosed and treated regularly by a **physician**. **Coma** does not mean any state of unconsciousness intentionally induced during the course of treatment of a **covered injury** unless the state of unconsciousness results from the administration of anesthesia in preparation for surgical treatment of injuries sustained in that **covered loss**.

4. **Covered accident** means an **accident** directly caused by a **deadly weapon event** which results in a **covered loss**.
5. **Covered injury** means **accidental bodily injury**:
 - a. which is sustained by an **eligible person** as a direct result of an unintended, unanticipated **accident** that occurs while the **eligible person's** coverage under this insurance is in force, and
 - b. which results directly and independently from all other causes from a **covered accident** (independent of disease, bodily infirmity or any other cause) which causes a **covered loss**. The **covered injury** must be caused through **accidental** means. All injuries sustained by an **eligible person** in any one **accident**, including related conditions and recurrent symptoms of these injuries, are considered a single injury.
6. **Covered loss** means one or more of the following, resulting from a **covered accident** or **covered injury**, and for which coverage is provided under this Section:
 - a. **Loss of life.**
 - b. **Loss of hand or foot.**
 - c. **Loss of use of hand or foot.**
 - d. **Loss of sight.**
 - e. **Loss of speech.**
 - f. **Loss of hearing (in both ears).**
 - g. **Loss of thumb and index finger or loss of four fingers.**
 - h. **Loss of toes.**
 - i. **Quadriplegia.**
 - j. **Paraplegia.**
 - k. **Hemiplegia.**
 - l. **Uniplegia (or monoplegia).**
 - m. **Coma.**
 - n. **Brain death.**
7. **Hemiplegia** means the complete and irreversible **paralysis** of the upper and lower limbs of the same side of the body.
8. **Immediate family member** means a person who is related to the **eligible person** in any of the following ways: **Spouse**, brother-in-law, sister-in-law, daughter-in-law, son-in-law, mother-in-

law, father-in-law, parent (includes stepparent), brother or sister (includes stepbrother or stepsister), or child (includes legally adopted or stepchild).

9. **Loss of hand or foot** means a complete **severance** through or above the wrist or ankle joint.
10. **Loss of hearing (in both ears)** means the total and permanent inability to hear any sound in both ears which is irrecoverable by natural, surgical or artificial means.
11. **Loss of sight** means the total and permanent inability to see which is irrecoverable by natural, surgical or artificial means.
12. **Loss of speech** means the total and permanent loss of audible communication which is irrecoverable by natural, surgical or artificial means.
13. **Loss of thumb and index finger** or **loss of four fingers** means the complete **severance** through or above the metacarpophalangeal joints.
14. **Loss of toes** means the complete **severance** through the metatarsophalangeal joints.
15. **Loss of use of hand or foot** means total loss of all ability to move the hand or foot within twelve (12) months of a **covered loss**, that continues for twelve (12) months and is expected to continue for the remainder of the **eligible person(s)**' lifetime.
16. **Paralysis** means **quadriplegia**, **paraplegia**, **hemiplegia** or **uniplegia** that is expected to last for a continuous period of twelve (12) months or more from the earlier of the date of the **accident** causing **paralysis** or the date of the diagnosis.
17. **Physician** means a United States-licensed health care provider practicing in the United States of America within the scope of his license and rendering care and treatment to the **eligible person's** that is appropriate for the condition and locality, and who is not:
 - a. the **eligible person**;
 - b. an **immediate family member** of either the **eligible person** or the **eligible person's spouse**;
 - c. a person living in the **eligible person's** household;
 - d. a person employed or retained by you; or
 - e. a person providing homeopathic, aroma-therapeutic, or herbal therapeutic services.
18. **Paraplegia** means the complete and irreversible **paralysis** of both lower limbs or of both upper limbs.
19. **Quadriplegia** means the complete and irreversible **paralysis** of both upper and lower limbs.
20. **Severance** means complete separation and dismemberment of the part of the body.
21. **Uniplegia (or monoplegia)** means the complete and irreversible **paralysis** of one limb.

E. Limit of Insurance:

1. We shall not be liable under this Section for more than the following amounts in respect of **covered loss** or **covered injury**:
2. Each **Eligible Person** Maximum Limit: \$50,000;

- a. (applies to all coverage provided by this Section to any one **eligible person** for any **covered loss** or **covered injury** sustained in any one **covered accident**)
3. **Aggregate Maximum Limit:** \$1,000,000 the amount as shown in the **declarations**;
 - a. (applies to all coverage provided by this Section during the **period of insurance**).
 - b. No more than the **Aggregate Maximum Limit** specified above will be paid for all **covered loss(es)**, **covered injury(ies)** and **covered accident(s)** for all **eligible person(s)**. If the **Aggregate Maximum Limit** is not sufficient to allow all **eligible person(s)** to be paid the amounts this Section otherwise provides, the amount paid to each **eligible person** will be reduced in the proportion that the respective **eligible person's** coverage bears to the total of all coverage that would otherwise be payable.
4. The limit of insurance for this Section is part of and not in addition to the Policy Limit of Liability and Policy **Aggregate Limit** stated in the **declarations**.

F. Deductible:

1. There is no **deductible** applicable to **covered loss** or **covered injury** under this Section.

SECTION V – CRISIS MANAGEMENT SERVICES

A. Coverage:

1. We will pay on your behalf for the reasonable and necessary expense, in connection with a **deadly weapon event**, incurred in the provision of **crisis management services** to you directly after such **deadly weapon event**.
2. The **crisis management services** will be available to you for up to a maximum of ninety (90) days immediately after a **deadly weapon event**, and on the first anniversary date of the **deadly weapon event** if so required.
3. The services available to you under this Section are emergency travel and accommodation for **eligible person(s)** and their **immediate family member(s)**; child care for the **immediate family member(s)** of **eligible person(s)**; brand rehabilitation; public relations; media management; legal; crisis counselling to you; site security; remediation; recovery; and restoration. At our sole and entire discretion, we will consider other expense costs not listed above which are directly incurred by you up to a maximum amount of \$250,000 each and every **loss occurrence** of a **deadly weapon event** and \$1,000,000 in the Policy **aggregate**.
4. The **event responder** as stated within the **declarations** is the sole provider of Prevention Services and Crisis Response to you under this Policy, and the sole coordinator of any other services provided under this Section.

B. Definition (applicable to this Section):

1. **Crisis management services** mean the following services:
 - a. **Retention of Services**
 - (1) You will have access to the **event responder** in the event of a **deadly weapon event**. To access this support on a 24-hour/7-day basis, you will call Beazley's dedicated

Telephone Number shown on the face page of this Policy. The **event responder** will determine the reasonable and appropriate response and will advise you accordingly.

b. Crisis Response

- (1) The **event responder** will deploy United States-based resources to support you in the event of a **deadly weapon** event. These **crisis management services** fall into the following three categories:

(a) Investigation

- (i) The **event responder** will (if required) conduct an independent investigation into the **deadly weapon event** determining the facts of the **deadly weapon event**, informing crisis response plans and identifying any potential third party liability exposures as soon as possible.

(b) Crisis Management Support

- (i) The **event responder** will provide advice and support to you on the management of the situation and the applicable crisis communication strategies post the **deadly weapon event**. The **event responder** will coordinate professional services including legal, counselling, victim support and others as needed.

(c) Temporary Security Measures

- (i) The **event responder** will, at its discretion, arrange for armed or unarmed agents to provide temporary security enhancements as required by the response strategies.

C. Limit of Insurance:

1. Except as expressly stipulated in Coverage of this Section, there is no limit of insurance applicable to expense incurred in the provision of **crisis management services** to you under this Section.
2. Any such expense covered under this Section is included within and not in addition to the Policy Limit of Liability and Policy **Aggregate** Limit stated in the **declarations**; except, however, with respect to **event responder fees** which will be in addition to the Policy Limit of Liability and Policy **Aggregate** Limit stated in the **declarations**.

D. Deductible:

1. All **crisis management services** expense incurred in connection with each **loss occurrence** caused by a **deadly weapon event** shall be adjusted separately, and from the amount of each adjusted **loss occurrence** the amount shown in the **declarations** shall be deducted. However, there is no deductible applicable to **event responder fees** incurred under this Section.

SECTION VI – CIRCUMSTANCE

A. Coverage:

1. We will pay on your behalf for **event responder fees** associated with the provision of Prevention Services and Crisis Response by the **event responder** following any specific **circumstance**.
2. The **event responder** as stated within the **declarations** is the sole provider of Prevention Services and Crisis Response to you under this Policy.

B. Definition (applicable to this Section):

1. **Circumstance** means a situation, action, event, behaviour, or information received, which indicates that a **deadly weapon event** is reasonably likely to occur.

C. Limit of Insurance:

1. **There is** no limit of insurance applicable to **event responder fees** incurred under this Section. **Event responder fees** incurred under this Section will be in addition to the Policy Limit of Liability and Policy **Aggregate** Limit stated in the **declarations**.

D. Deductible:

1. There is no **deductible** applicable to **event responder fees** incurred under this Section.

SECTION VII – COUNSELLING SERVICES

A. Coverage:

1. We will pay on your behalf for reasonable and necessary expense incurred by you in the provision of **counselling services** to any **eligible person** and their **immediate family member(s)** in connection with a **deadly weapon event** that occurs during the **period of insurance** at any of the **location(s)**.
2. The **event responder** is the sole coordinator of such **counselling services** under this Section and will arrange the respective **counselling services** in conjunction with you.
3. **Important Notice:**
 - a. *The insurance provided by this Section will not, however, apply to the extent that the provision of such coverage is prohibited by any law or statute of any applicable jurisdiction.*

B. Definition (applicable to this Section):

1. **Counselling services** means the utilisation of psychiatrists, social workers and counsellors following a **deadly weapon event**.

C. Limit of Insurance:

1. We shall not be liable under this Section for more than \$250,000 in respect of each and every **loss occurrence** of a **deadly weapon event** and \$1,000,000 in the **aggregate**. Such expense is additionally sub-limited to an amount of \$15,000 for each **eligible person** and each of their **immediate family member(s)**. The limit of insurance for this Section is part of and not in addition to the Policy Limit of Liability and Policy **Aggregate** Limit shown in the **declarations**.

D. Deductible:

1. All **counselling services** expense incurred in connection with each **loss occurrence** caused by a **deadly weapon event** shall be adjusted separately, and from the amount of each adjusted **loss occurrence** the amount shown in the **declarations** shall be deducted.

SECTION VIII – FUNERAL EXPENSES

A. Coverage:

1. We will pay on your behalf for reasonable and necessary **funeral expenses** incurred by you in connection with a **deadly weapon event** that occurs during the **period of insurance** at any of the **location(s)**.
2. The **event responder** is the sole coordinator of such professional services under this Section and will arrange the respective funeral provisions in conjunction with you.

B. Definition (applicable to this Section):

1. **Funeral expenses** means the professional services that are provided and charged via a fixed fee in order to cover the full arrangement of a funeral(s) for any **eligible person**. This includes:
 - a. Personal supervision of all the arrangements preceding, during and following the service, liaison with third parties, such as clergy, crematorium, cemetery and florists, use of the funeral home facilities, such as chapels and private rooms, preparing and attending to all essential documentation and provision of all necessary funeral staff to provide a dignified and personal service.
 - b. Supplementary charges, which include bringing the deceased into the undertakers care, presentation of the deceased, provision of a hearse and repatriation of mortal remains.
 - c. The cost of the coffin or casket.
 - d. Additional charges such as limousines, additional mileage and cremation casket.
 - e. Disbursements and other out-of-pocket expenses which are reasonably and necessarily incurred by you, or on your behalf, in connection with any of the foregoing.

C. Limit of Insurance:

1. We shall not be liable under this Section for more than \$250,000 in respect of each and every **loss occurrence** of a **deadly weapon event** and \$1,000,000 in the **aggregate**. Such expense is additionally sub-limited to an amount of \$15,000 for each deceased **eligible person**. The limit of insurance of this Section is part of and not in addition to the Policy Limit of Liability and Policy **Aggregate** Limit shown in the **declarations**.

D. Deductible:

1. All **funeral expenses** incurred in connection with each **loss occurrence** caused by a **deadly weapon event** shall be adjusted separately, and from the amount of each adjusted **loss occurrence** the amount shown in the **declarations** shall be deducted.

SECTION IX – GENERAL POLICY DEFINITIONS

- A. **Aggregate** means the total amount of indemnity for any and all loss, damage, liability, cost and expense incurred by you, or incurred on your behalf, during the **period of insurance**, under all Sections of this Policy regardless of the number of **deadly weapon event(s)** which may occur during that period. The **aggregate** amount will be inclusive of any inner limits of liability stated in the Policy and will be eroded by any claim or loss paid by us.

- B. Assailant** means an individual, or group of individuals, actively engaged in (or assisting in) killing or causing serious **bodily injury**, or attempting to kill or cause serious **bodily injury**, to a person or persons using a **weapon**.
- C. Bodily injury** means death, physical injury, sickness, disease or disability.
- D. Business services** mean the rendering of services as performed by you at the **location(s)**.
- E. Communicable disease** means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
 2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
 3. the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress, damage to human health, human welfare or property damage.
- F. Consequential loss** means any uninsured event or cause of loss occurring before, concurrently, or after the happening of an insured event or cause of loss, which directly or indirectly causes, contributes to, or increases a **loss occurrence** under this Policy, but only with respect to that portion of any such **loss occurrence** caused by, contributed to or increased by the uninsured event or cause of loss.
- G. Deadly weapon event** means any event involving an **assailant** where a **weapon** has been used or brandished on any of your **location(s)**. However, for the purpose of this insurance, the lawful actions of your **employees**, or of a member of the security services or police department when engaged in the line of duty, in the prevention of (or attempt to prevent) a **deadly weapon event** shall not of itself be considered to be a **deadly weapon event** within this meaning.
- H. Declarations** mean the attachment to this Policy which sets out your details and the coverage provided by this Policy. This insurance is not effective unless **declarations** have been issued and the Policy period and premium clause has been complied with.
- I. Deductible** means the dollar amount as stated in the **declarations** which you are responsible to pay in the event of any loss insured by this Policy, and the stated amount will be deducted from the total amount recoverable under this policy. Valid **damages** and **claims expenses** associated with a **claim** under Section A 'Liability to Insured Person(s)' will both contribute towards the stated amount of the **deductible**.
- J. Domestic partner** means a person of the same or opposite sex who:
1. Is at least eighteen (18) years old and legally capable to enter into a contract;
 2. Is not related by blood to the **eligible person** or **insured person** more closely than is permissible for marriage in the state of residence;
 3. Is not married or legally separated;
 4. Occupies the same residence as the **eligible person** or **insured person**;
 5. Has not entered into a domestic partnership relationship that is temporary, social, political, commercial or economic in nature;
 6. Has entered into a domestic partnership agreement with the **eligible person** or **insured person**;
 7. Has not been party to an action or proceeding for divorce or annulment within the last six (6) months, or has been a part to such an action or proceeding and at least six (6) months have lapsed since the date of the judgement terminating the marriage.

K. **Eligible person** means:

1. Any **insured person**
2. Any of your **employees**:

However, **eligible person** does not include:

1. Any person for cover under **SECTION III – MEDICAL EXPENSES** and **SECTION IV – ACCIDENTAL DEATH AND DISMEMBERMENT**, whether or not your **employee**, if benefits for **bodily injury** are payable or must be provided under a workers' compensation or disability benefits law or a similar law,
2. The **assailant** of any **deadly weapon event**.

L. **Employee** means any individual employed by you who is performing his or her regular duties on a full-time or part-time basis at any of the **location(s)** and on one of your scheduled work days.

M. **Event responder** means a United States-based risk management entity (as shown in the **declarations**) of qualified professionals that operates in crisis management, safety and security, emergency preparedness, disaster management and public safety consulting services, and who will respond to a qualifying event in order to provide assistance, guidance, and resources to you. The **event responder** operates in accordance with plans and protocols developed by us.

N. **Event responder fees** means only the particular costs and expenses solely and directly incurred by the **event responder** in the performance of their Prevention Services and Crisis Response duties as invoiced to us.

O. **Event responder fees** means only the particular costs and expenses solely and directly incurred by the **event responder** in the performance of their Prevention Services and Crisis Response duties as invoiced to us.

P. **Immediate family member** means a person who is related to an **eligible person** or **insured person** in any of the following ways: **spouse**, brother-in-law, sister-in-law, daughter-in-law, son-in-law, mother-in-law, father-in-law, parent (includes stepparent), brother or sister (includes stepbrother or stepsister), or child (includes legally adopted or stepchild). **Immediate family member** also includes a person who is a legal guardian of an **eligible person** or **insured person**.

Q. **Insured person** means a human third party individual, who is in or on the **location(s)**, except when specifically excluded under any Section of this Policy. **Insured person** does not include the **assailant** of any **deadly weapon event**.

R. **Joint venture** means a co-venture, joint lease, joint operating agreement or partnership in which you have a financial interest.

S. **Location(s)** means all of your locations which are owned, leased or part of a **joint venture** where **business services** are rendered and which have been listed and provided to us prior to binding coverage.

T. **Loss occurrence** means any loss, damage, liability, cost or expense incurred by you, or incurred on your behalf, which arises from, is consequent upon, or is attributable to the same, or substantially similar, cause of loss or originating source, regardless of the number of **location(s)** involved in the loss.

U. **Period of insurance** means the period of time between the inception date of this insurance and the expiration date (or effective date of termination or cancellation of this Policy, if applicable).

- V. **Pollutant or contaminant** includes, but is not limited to, any solid, liquid, gaseous or thermal irritant, contaminant or toxic or hazardous substance or any substance the presence, existence, or release of which endangers or threatens to endanger the health, safety or welfare of persons or the environment.
- W. **Road vehicle** means a private or commercial land-based vehicle which is licensed for use on public roads, including automobiles, buses, trucks or motorcycles.
- X. **Spouse** means the **eligible person's** or **insured person's** lawful spouse. **Spouse** includes one who is widowed by, or divorced or legally separated from, the **eligible person** or **insured person**, and also includes a **domestic partner**.
- Y. **Weapon** means:
1. Any portable or handheld device, instrument or substance which is used by the **assailant** in a manner to deliberately cause death or **bodily injury**; and/or
 2. Any **road vehicle** that is occupied and used by the **assailant** in a manner to deliberately cause death or **bodily injury**.

SECTION X - GENERAL POLICY EXCLUSIONS

The General Policy Exclusions are applicable to your Policy including all of its Sections.

- A. This Policy does not cover any loss, liability, injury, damage, cost, claim or expense arising from, caused by, or in connection with:
1. Any vehicle not defined as a **road vehicle**;
 2. Any weapon mounted (or designed to be mounted) on a vehicle;
 3. Any weapon, device or substance delivered by an airborne weapon delivery system including, but not limited to, fixed wing aircraft, helicopter or drone;
 4. Any explosive devices unless used in conjunction with a **deadly weapon event**.
 5. Loss of market, loss of use, loss of income, or any **consequential loss**.
 6. Confiscation, nationalization, requisition or destruction of or damage to property by or under the order of any government or public or local authority.
 7. Criminal, dishonest, fraudulent or malicious conduct committed by you.
 8. The use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system.
 9. Ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
 10. The radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
 11. Any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
 12. The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter;
 13. Any chemical, biological, bio-chemical, or electromagnetic weapon. This exclusion does not, however, apply to a substance when used in conjunction with a **deadly weapon event**.
 14. Your recklessness or deliberate misconduct.

15. Any **pollutant or contaminant** however such **pollutant or contaminant** may have been introduced or arisen. This exclusion does not, however, apply to a substance when used in conjunction with a **deadly weapon event**, or to any biological cleaning or sanitizing in consequence of a **deadly weapon event**, but in no event will this Policy insure against any liability, loss, cost or expense of, or in connection with, decontamination or removal from any water, soil, or air of any **pollutant or contaminant**.
16. Strikes, labor unrest, riots or civil commotion.
17. 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.
18. The transmission or alleged transmission of a **communicable disease** or the fear or threat (whether actual or perceived) of a **communicable disease**.

In no event will this Policy insure against any liability, loss, cost or expense to identify, clean up, detoxify, remove, monitor, or test for a **communicable disease**.

SECTION XI - GENERAL POLICY CONDITIONS

The General Policy Conditions which are applicable to your Policy including all of its Sections:

A. Use of Language

1. Unless otherwise agreed, the contractual terms and conditions and other information relating to this Policy will be in the English language.

B. Premium Payment Clause

1. You undertake that premium will be paid in full to your broker within forty-five (45) days of inception of this contract in order to meet our Premium Payment terms (or, in respect of instalment premiums, when due).
2. If the premium due under this Policy has not been so paid to the broker by the forty-fifth (45th) day from the inception of this Policy (and, in respect of instalment premiums, by the date they are due) the broker may not be able to meet our Premium Payment terms and therefore we shall have the right to cancel this contract by notifying the you via the broker in writing. In the event of cancellation, premium is due to us **on** a pro rata basis for the period that we are on risk but the full Policy premium shall be payable to us in the event of a loss or occurrence prior to the date of termination which gives rise to a valid claim under this Policy.
3. It is agreed that we shall give not less than thirty (30) days prior notice of cancellation to you via the broker. If premium due is paid in full to us before the notice period expires, notice of cancellation shall automatically be revoked. If not, the Policy shall automatically terminate at the end of the notice period.
4. If any provision of this Premium Payment Clause is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability will not affect the other provisions of this Clause which will remain in full force and effect.

C. Loss Occurrence

1. A **loss occurrence** shall comprise each and every loss or series of losses arising out of and directly occasioned by a single **deadly weapon event**. A **deadly weapon event** (or series of

deadly weapon events) which occurs at one or more of the **location(s)** within a period of twenty-four (24) consecutive hours which do have or appear to have a “related purpose” or are co-ordinated by one or more **assailant** will be deemed to be one single **deadly weapon event**. For the purpose of this Condition, a “related purpose” means one **deadly weapon event**, or a series of **deadly weapon events**, where the **assailant** attempts to cause **bodily injury** for the same intended reason and or for the same desired result.

D. New Locations

1. Subject to our prior agreement and to all of the terms and conditions of this Policy, this Policy includes loss as insured against by this Policy at any **location(s)** which are newly acquired or occupied by you and has been notified to us. Coverage for any **location** agreed by us in accordance with this Condition may be subject to payment by you of an additional premium to us, if required.

E. Assignment

1. This Policy may not be assigned in whole or in part without our prior written consent.

F. Inspection

1. We have the right, at our expense, to inspect any of the **location(s)** at any reasonable time. By any such inspection we assume no responsibility for the safety or security of the **location(s)**.

G. Change in Circumstances

1. You must notify us immediately of any change in circumstances during the **period of insurance** which will materially affect this insurance. This includes, but is not limited to, any significant change in operating conditions, the management and the ownership or control of your business. We may then vary the terms and conditions of this insurance. If you are in any doubt as to whether a change is material you should consult your broker or agent.

H. Multiple Insureds

1. The inclusion of more than one person or entity as an Insured under this Policy shall not operate to increase the limits or sub-limits of liability under each Section of this Policy, nor the deductible amounts for which you are responsible to bear. Except with respect to this Policy’s limits, sub-limits and deductible amounts, the terms of this Policy shall apply separately to each person or entity covered as an Insured in the same manner and to the extent as though a separate Policy had been issued to each such person or entity.

I. Cancellation

1. This Policy may be cancelled by you or by us by sending by registered or certified mail notice to the other party stating when, not less than thirty (30) days thereafter, such cancellation shall be effective. However, in the event of non-payment of premium by you, we may cancel the Policy by sending by registered or certified mail notice to you stating when, not less than ten (10) days thereafter, cancellation shall be effective.
2. The mailing of our notice to you at the address shown in the **declarations** shall be sufficient proof of notice and the insurance under this Policy shall end on the effective date and hour of cancellation in the notice. Delivery of such written notice either by you or by us shall be equivalent to mailing. In the event that this Policy is cancelled, as aforesaid, the expiration date of this Policy shall be the effective date of such cancellation.
3. If this Policy shall be cancelled by you or on your behalf, we shall retain whichever is the greater of, either, twenty-five percent (25%) the total premium or the short rate proportion of the

premium for the period this insurance has been in force. If this Policy shall be cancelled by us, we shall retain the pro rata proportion of the premium for the period that this Policy has been in force. Our notice of cancellation shall be effective even if we make no payment or tender of return premium with such notice.

J. Interpretation of terms

1. Any terms of this Policy which may conflict with applicable statutes (or statutes deemed applicable by a court of competent jurisdiction) are amended to conform to the minimum requirements of such statutes.

K. Arbitration

1. If any dispute, controversy or claim arises out of or in connection with this Policy, including any question regarding its existence, validity or termination, (a "dispute") between you and us (the "parties"), the parties shall use all reasonable endeavours to resolve the matter amicably.
 - a. If one party gives the other party notice that a dispute has arisen and the parties do not resolve the dispute within thirty (30) days of service of the notice then the dispute shall be referred to the representatives of the parties who shall, acting jointly and in good faith, attempt to resolve the dispute. No party shall resort to arbitration against the other party under this Policy until thirty (30) days after such referral.
2. All disputes, which are unresolved pursuant to (a) above and which a party wishes to have resolved shall be referred upon the application of any party to, and finally settled under, the London Court of International Arbitration Rules (the "rules") in force at the time the proceedings are commenced, which rules are deemed to be incorporated by reference to this Arbitration clause.
 - a. The number of arbitrators shall be three (3), appointed in accordance with the rules. The seat of the arbitration shall be as stated in the **declarations**. The language of this arbitration shall be English and the award shall be final and binding upon the parties. The arbitrators shall interpret this Policy on the basis of the law identified in the **declarations**.
3. The costs and expenses of the arbitration shall be borne by the parties as ordered by the arbitration tribunal. Such legal costs and expenses will not be part of the limit of liability.
4. The parties agree to keep confidential, between themselves and their legal and other professional advisers, the existence and details of any proceedings pursuant to this Arbitration clause, including their submissions and evidence and all and any awards (including their content, reasons and result) except to the extent that such documents or information are in the public domain or required by a legal duty to be disclosed or disclosure is reasonably necessary to protect or pursue a legal right or remedy or if required by any agency or authority in charge of regulating securities.

L. Fraud

1. Any fraud, concealment, or intentional misstatement of the information provided, or in the making of a claim, shall entitle us to refuse payment of a claim or treat this Policy as though it had never existed.

M. Subrogation

1. We shall have the right and be entitled to bring proceedings in your name to recover for our benefit the amount of any payment made under this Policy, including our own costs and

expenses. We shall be entitled to exercise all of your rights and remedies. You shall cooperate and do everything that may be necessary and requested by us in order for us to secure such rights and remedies.

N. Salvage and Recoveries

1. All salvage, recoveries and payments due to you will be applied as if recovered or received prior to settlement of the loss, and all necessary adjustments will then be made between us and you.

O. Law and Jurisdiction

1. In the event of any dispute involving this insurance, this Policy is governed by the applicable law as shown in the **declarations**.
2. This Policy is subject to the provisions of the Arbitration clause and jurisdiction of the Policy is determined by the Service of Suit clause.
3. No legal action shall be brought upon this Policy unless you have complied with all the provisions of this Policy and have commenced such action within twelve (12) months after the **deadly weapon event** has occurred.

P. Onus of Proof

1. In any claim, and in any action, suit or other proceeding to enforce a claim for loss, damage, cost or expense under this Policy the burden of proving that such loss is not excluded from this Policy or that you are not in breach of any of its conditions will be upon you.

Q. Service of Suit

1. This Service of Suit clause will not be read to conflict with or override both our and your obligations to arbitrate disputes as provided for in the Arbitration clause. This clause is intended as an aid to compelling arbitration or enforcing such arbitration or arbitral award, not as an alternative to such Arbitration clause for resolving disputes arising out of this Policy of insurance.
2. It is agreed that in the event of our failure to pay any amount claimed to be due under this Policy, we will at your request 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 our rights to commence an action in any court of competent jurisdiction in the United States, to remove an action to a United States District court or to seek a transfer of a case to another court as permitted by the laws of the United States or of any state in the United States. It is further agreed that service of process in such suit may be made upon the attorney named in the **declarations** and that in any suit instituted against us upon this Policy, we will abide by the final decision of such court or of any appellate court in the event of an appeal.
3. The attorney named in the **declarations** is authorized and directed to accept service of process on our behalf in any such suit and/or upon your request to give a written undertaking to you that he will enter a general appearance upon our behalf in the event such a suit shall be instituted.
4. Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefore, we 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 your behalf or any beneficiary hereunder arising out of this Policy of insurance, and hereby designate the attorney named in the **declarations** as the person to whom the said officer is authorized to mail such process or a true copy thereof.

R. Joint Venture(s)

1. With regard to any of your liability which is insured under this Policy and arises in any manner out of the operations or existence of any **joint venture** the relevant limit of insurance under this Policy shall be limited to your percentage interest in the **joint venture**. Where your percentage interest in a **joint venture** is not evidenced in writing, the percentage to be applied shall be that which would be imposed by law at the inception of the **joint venture**. Such percentage shall not be increased by the insolvency of any members of such **joint venture** or any other parties. This clause will not apply to any of your liability where, as a result of a claim, the terms of the **joint venture** agreement place the whole liability of the **joint venture** upon you.

S. Other Insurance Clause

1. This Policy will act as primary insurance to any other insurance carried by or available to you, and will respond in the event that you are otherwise insured incidentally for any loss, damage, liability, cost or expense which is indemnifiable under this Policy (namely under a more general or combined insurance providing coverage, in addition, for other risks not indemnified under this Policy).

T. Loss Fund Establishment

1. In the event of a **deadly weapon event**, and at a time as soon as reasonably practicable after the occurrence of such **deadly weapon event**, we will establish a loss fund, for an amount that we deem sufficient, for the purpose of facilitating prompt payment of **claim** amounts, **claims expenses** and any other amounts recoverable under the coverage, terms and conditions of this Deadly Weapon Protection Policy, including any of those endorsed to this Policy. We reserve the right, at our sole discretion, to make further deposit of monies into the loss fund at a time of our choosing.
2. The loss fund will be held in an interest-bearing bank account within the United States of America chosen at our sole discretion, in our name, and only we will be entitled to receive any interest accrued on such account. Only we, or our authorised representatives (with our prior consent), shall be entitled to draw down on such account for the purpose of making any appropriate payment due under this Policy.
3. We reserve the right to terminate the loss fund with immediate effect at any time in the event that the loss fund, or any matter associated with its establishment or maintenance, is found to contravene any law or statute of any jurisdiction in the United States of America.

U. Sanction Limitation and Exclusion Clause

1. We shall not provide cover nor be responsible 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 us or any member of our group to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of any country.

V. Several Liability Notice

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

SECTION XII - GENERAL POLICY CLAIMS CONDITIONS

- A. We may not be liable to pay any claim for loss, damage, liability, cost or expense under this Policy unless you comply with all of the requirements in the following conditions:

1. **Notice, Reporting and Proof of Loss**

- a. You shall, as soon as reasonably practicable, but in no case more than forty-eight (48) hours after you become aware of a **deadly weapon event**, call Beazley's 24-hour/7-day Telephone Number: **860-677-3790** to notify the **event responder** as shown in the **declarations**.
- b. Immediate notification to the **event responder** will be deemed notification of the incident to us under this Policy.
- c. Following initial notification to the **event responder**, you shall also, as soon as reasonably practicable, notify us of every **claim**, demand, notice, summons or other process received by you or your representative(s) and any act, error or omission by you which could reasonably be expected to give rise to a **claim**, including any threat of a **deadly weapon event** that could possibly lead to a **claim**.
- d. You must keep us fully informed of any **claim** and forward copies of all relevant correspondence and legal processes.
- e. Any **claim**, or any circumstance which could reasonably be expected to give rise to a **claim**, shall be considered to be reported to us when notice is first given to us at DWPclaims@Beazley.com or the **event responder** as above.
- f. At our request, you must provide a signed proof of loss to us or our representatives to substantiate the occurrence, nature, cause and amount of loss claimed under this Policy.

2. **Assistance and Cooperation**

- a. You shall cooperate with us in all investigations, including investigations regarding the application for and coverage under this insurance and, upon our request, assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organisation who may be liable to you because of acts, errors or omissions in respect of loss insured under this insurance.
- b. You shall attend hearings, trials and assist in securing and giving evidence and obtaining the attendance of witnesses where required by us.
- c. You must not admit liability, make an offer or promise of any payment, assume any obligation, incur any expense, enter into any settlement, acquiesce or agree to any judgement or award or otherwise dispose of any claim without our written agreement.
- d. If we so require, you must agree to an examination under oath by our appointed representative.



**PUBLIC ENTITY
BUSINESS INTERRUPTION EXTENSION ENDORSEMENT**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

A. INSURING CLAUSE:

1. In consideration of the premium paid, the Deadly Weapon Protection Insurance Policy to which this Endorsement is attached is amended to additionally insure you for loss resulting from necessary interruption of **business services** caused by a **deadly weapon event**, as defined by the Deadly Weapon Protection Insurance Policy, occurring at your **location(s)**.
2. This Business Interruption Extension Endorsement is subject to the General Policy Exclusions, General Policy Conditions, General Policy Claims Conditions, and Definitions stipulated in the Deadly Weapon Protection Insurance Policy to which it is attached and, in addition, to the terms, conditions, exclusions and definitions stipulated in this Endorsement.
3. If a word is in boldface, please read the Definitions clause of this Business Interruption Extension Endorsement and the definitions section of the Deadly Weapon Protection Insurance Policy to which this Endorsement is attached.

B. Coverage:

1. In the event of a **deadly weapon event** that occurs during the **period of insurance**, we shall be liable for the actual loss sustained by you resulting directly from such necessary interruption of **business services**, but not exceeding the reduction in **gross earnings** during the **period of indemnity**.
2. Due consideration shall be given to the continuation of **normal** charges and expenses, including payroll expenses, to the extent necessary to resume your **business services** at the same or equivalent operational capability that existed immediately prior to a **deadly weapon event**.

C. Conditions (applicable to this Endorsement):

1. **Deadly Weapon Event**
 - a. No claim shall be payable under this Endorsement unless a **deadly weapon event**, insured under the Deadly Weapon Protection Policy to which this Endorsement is attached, and which gave rise to Interruption of Business, has occurred.
2. Business Interruption Values Declared (and Incorrect Declaration Penalty)
 - a. The premium for this Endorsement has been based on a statement of individual Business Interruption values declared to and agreed by us at the inception date of the Policy and stated in the **declarations**.

- b. If any of the individual values declared are less than the equivalent amount of the Co-insurance percentage, as stated in the **declarations**, of the Business Interruption values, then any recovery otherwise due hereunder shall be reduced in the same proportion that the individual value(s) declared bear to the value(s) that should have been declared and the Insured shall co-insure for the balance.

3. Other Insurance

- a. This Endorsement will act as primary insurance to any other insurance carried by or available to you.

4. Resumption of Operations

- a. You must take all reasonable steps to resume **business services** at the same or equivalent operational capability that existed prior to the **deadly weapon event** causing an insured interruption of **business services**.

D. Exclusions (applicable to this Endorsement):

1. This Business Interruption Extension Endorsement does not insure against:

- a. physical loss of, physical damage to, or physical destruction of, any buildings, equipment or business personal property owned by you, or any such property owned by others in your care, custody or control, whether or not resulting from or in connection with a **deadly weapon event**;
- b. increase in loss caused by the suspension, lapse, or cancellation of any lease, licence, contract, or order, unless such loss results directly from the insured interruption of **business services**, and then we shall be liable for only such loss as affects the your earnings during, and limited to, the **period of indemnity** covered under this Endorsement;
- c. increase in loss caused by the enforcement of any ordinance or law regulating the use, reconstruction, repair or demolition of any property at the **location(s)**, except to the extent specifically insured by this Endorsement and provided that such loss results directly from the insured interruption of **business services**.

E. Definitions (applicable to this Endorsement):

1. **Gross earnings** mean:

- a. the total earnings derived from the your **business services** which you would have earned during the **period of indemnity**, had there not have been an **deadly weapon event**.
- b. the reasonable and necessary costs and expenses that you incur in using any property or service owned or controlled by you, or obtainable from any other sources, all whether at your **location(s)** or at any other location, during the **period of indemnity** covered under this Policy, due to a **deadly weapon event** occurring during the **period of insurance**.
- c. The increase in **gross earnings** loss described in a. and b. above which arises from increased time to rebuild, repair or reinstate the property at your **location(s)** due to the operation of the minimum requirements of any laws, statutes, or ordinances regulating public safety, security, emergency preparedness, or disaster management which are imposed upon you by

order of any competent municipal, civil or governmental authority in connection with a **deadly weapon event** occurring during the **period of insurance**.

- d. Less any charges and expenses which do not necessarily continue during the period of interruption of **business services**.
- e. In determining the amount of **gross earnings**, costs and expenses insured hereunder, for the purpose ascertaining the amount of actual loss sustained by you, due consideration shall be given to the experience of your **business services** prior to the date of a **deadly weapon event** and the probable experience thereafter had no **deadly weapon event** occurred.
- f. No other costs shall be deducted in determining **gross earnings**.

2. **Normal** means the condition that would have existed but for the happening of a **deadly weapon event**.

3. **Period of indemnity** means a period of time not to exceed the lesser of:

- a. such length of time as would be required, with the exercise of due diligence and dispatch, to enable you to resume **business services** at the same or equivalent operational capability that existed immediately prior to a **deadly weapon event**; or
- b. 365 days
- c. commencing with the date of such a **deadly weapon event**, and not limited by the expiration of this insurance.
- d. Such length of time described in (a) and (b) above shall include the time required with due diligence and dispatch to reinstate, rebuild, or replace your buildings, equipment and business personal property at another site if required to do so by order of a competent municipal, civil or governmental authority and as a direct result of a **deadly weapon event**.

F. Limit of Insurance:

- 1. We shall not be liable under this Endorsement for more than \$1,000,000 in respect of each and every **loss occurrence** of a **deadly weapon event**.

G. Deductible:

- 1. Each **loss occurrence** of Business Interruption loss caused by a **deadly weapon event** shall be adjusted separately, and from the amount of each such adjusted loss the applicable amount stipulated below shall be deducted:
 - a. If the amount stated in the **declarations** as the Deductible applicable to insured Business Interruption loss is shown as a monetary amount, then the monetary amount as stated in the **declarations** shall be deducted.
 - b. If the amount stated in the **declarations** as the Deductible applicable to insured Business Interruption loss is shown as a days' amount, then the amount deducted shall be equivalent to the first number of days, as stated in the **declarations**, of the **period of indemnity** applicable to such interruption of **business services** loss.

H. Limitations:

1. We shall not be liable for more than the smaller of either:
 - a. any specific Business Interruption Sum Insured stated in the **declarations**, or
 - b. the Sum Insured stated in the **declarations**, where such includes Business Interruption, if such is a combined limit,
2. in respect of such loss, regardless of the number of **location(s)** suffering an interruption of **business services** as a result of any **deadly weapon event** at such **location(s)**.

I. Extension:

1. This Business Interruption Extension Endorsement is extended to include any such loss as insured by this Endorsement which you sustain as a direct result of the necessary interruption of your **business services** due to prevention of access to any of your **location(s)** by order of a civil or military authority, provided that such order is a sole and direct result of a **deadly weapon event** occurring at such **location(s)** and for a period of time not exceeding thirty (30) consecutive days from the date of such **deadly weapon event**.

All other terms, conditions and exclusions of this policy remain unchanged.



PUBLIC ENTITY

DEMOLITION, CLEARANCE, AND MEMORIALIZATION COSTS EXTENSION ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

A. Insuring Clause:

1. In consideration of the premium paid, and subject to the General Policy Exclusions, General Policy Conditions, General Policy Claims Conditions, and Definitions stipulated in the Deadly Weapon Protection Insurance Policy to which this Endorsement is attached and, in addition, to the terms, conditions, and exclusions stipulated in this Endorsement, this policy is extended to cover the reasonable and necessary costs, as described below, which **you** incur as a direct result of a **deadly weapon event**, as defined by the Deadly Weapon Protection Insurance Policy:
 - a. The costs incurred to demolish any portions of the building, structure, or detached outbuilding at **your location(s)** which has been the location of a **deadly weapon event** insured under the Deadly Weapon Protection Insurance Policy to which this Endorsement is attached, whether or not such building, structure or detached outbuilding has sustained physical loss or physical damage caused by the **deadly weapon event**;
 - b. The costs **you** incur in the removal from the **location(s)** of debris of such demolished building, structure or detached outbuilding, in the clearance of the site, and in the making good of the site as appropriate to the environment of the **location(s)**.
 - c. The costs incurred to commission, acquire and install suitable memorial plaques, benches or similar articles in dedication to the victim(s) of the **deadly weapon event**. If any such building, structure, or detached outbuilding described above is not demolished and cleared in accordance with paragraphs 1) and 2), then any costs incurred under this paragraph 3) shall be sublimited to an amount of **USD 10,000** in respect of each and every **loss occurrence** of a **deadly weapon event**.
2. If any word is in boldface, please read the Definitions section of the Deadly Weapon Protection Insurance Policy to which this Endorsement is attached.

B. Limit of Insurance:

1. **Our** maximum liability for loss under this Endorsement shall not exceed the smallest of the following amounts:
 - a. **USD 250,000** in respect of each and every **loss occurrence** of a **deadly weapon event** and not for more than **USD 1,000,000** in the **aggregate** during the **period of insurance**. The limit of liability of this Extension is part of and not in addition to the Policy Limit of Liability and Policy **Aggregate** stated in the **declarations**;

b. The amount(s) **you** actually incur in accordance with the coverage provided by this Demolition, Clearance, and Memorialization Costs Extension Endorsement.

C. **Exclusion:**

1. This Demolition, Clearance, and Memorialization Costs Extension Endorsement does not insure any loss which is otherwise insured by the Property Damage Coverage Part of the Deadly Weapon Protection Insurance Policy.

All other terms, conditions and exclusions of this policy remain unchanged.



Two or More Coverage Forms

This endorsement changes the Policy. Please read it carefully.

This endorsement modifies insurance provided under the following:

- FIA 020 (10 16) - Crime Declarations
- X FIA 030 (10 16) - General Liability Declarations
- X FIA 040 (10 16) - Public Officials' Liability and Employment Practices Declarations
- X FIA 050 (10 16) - Automobile Liability Declarations

The following is added to the **Common Policy Conditions**:

Two or More Coverage Forms:

If more than one Coverage form listed above applies to the same **Occurrence, Offense, Accident, Wrongful Act, Loss, Claim, or Suit**, the maximum Limit of Insurance under all of the Coverage Forms will not exceed the highest applicable Limit of Insurance under any one Coverage Form.

The **Retained Limit** or deductible applicable to any such **Occurrence, Offense, Accident, Wrongful Act, Loss, Claim, or Suit** will be the **Retained Limit** or deductible applicable to the Coverage Form which has the highest applicable Limit of Insurance, unless the Coverage Form has been endorsed to provide a separate Limit of Insurance and **Retained Limit** or deductible that apply to that specific risk. If the Limit of Insurance is the same for all Coverage Forms, the lowest applicable **Retained Limit** or deductible will apply.

For the purpose of this endorsement, **Wrongful Act** includes any coverage provided on the basis of a wrongful act, including but not limited to **Employment Practices Wrongful Act, Public Officials Wrongful Act, Employee Benefits Wrongful Act, Educators Legal Wrongful Act** and **Sexual Abuse and/or Molestation Wrongful Act**.



CLAIMS NOTICE

All claims and service of suit:

EGIS INSURANCE & RISK ADVISORS
250 International Parkway, Suite 260
Lake Mary, FL 32746-5022

**West Lake Community Development District**

Policy No.: 1001241229
Agent: Egis Insurance Advisors LLC (Boca Raton, FL)

Unit #	Description		Year Built	Eff. Date	Building Value	Total Insured Value	
	Address		Const Type	Term Date	Contents Value		
	Roof Shape	Roof Pitch		Roof Covering		Covering Replaced	Roof Yr Blt
1	Monument		2025	08/05/2025	\$50,000		\$50,000
	Yellow Hornbill Ave. Wimauma FL 33598		Masonry non combustible	10/01/2025			
Unit #	Description		Year Built	Eff. Date	Building Value	Total Insured Value	
	Address		Const Type	Term Date	Contents Value		
	Roof Shape	Roof Pitch		Roof Covering		Covering Replaced	Roof Yr Blt
2	6' Tan PVC Perimeter Fence (2,688LF)		2025	08/05/2025	\$84,788		\$84,788
	East & South Perimeter Wimauma FL 33598		Property in the Open	10/01/2025			
Unit #	Description		Year Built	Eff. Date	Building Value	Total Insured Value	
	Address		Const Type	Term Date	Contents Value		
	Roof Shape	Roof Pitch		Roof Covering		Covering Replaced	Roof Yr Blt
3	6' Black Chain Link Fence w/2 Access Gates (2,435LF)		2025	08/05/2025	\$35,675		\$35,675
	NE Wetland Preservation Area Wimauma FL 33598		Property in the Open	10/01/2025			
			Total:	Building Value \$170,463		Contents Value \$0	
						Insured Value \$170,463	

Attendance Confirmation
for
BOARD OF SUPERVISORS

District Name: West Lake Community Development District

Board Meeting Date: August 25, 2025

Name	In Attendance Please X	Paid
1 Kelly Evans	☒	\$200
2 Lori Campagna	☒	\$200
3 Brad Gilley	☒	\$200
4 Nancy Symonds	☒	\$200
5 Vacant	☐	

The supervisors present at the above referenced meeting should be compensated accordingly

Approved for payment:


District Manager Signature

8-25-2025
Date

**** PLEASE RETURN SIGNED DOCUMENT TO LORI BINGLE ****

Attendance Confirmation
for
BOARD OF SUPERVISORS

District Name:	<u>West Lake Community Development District</u>
Board Meeting Date:	<u>August 13, 2025</u>

	Name	In Attendance Please X	Paid
1	Kelly Evans	x	\$200.00
2	Lori Campagna	x	x
3	Brad Gilley	x	x
4	Nancy Symonds	x	x
5			

The supervisors present at the above referenced meeting should be compensated accordingly

Approved for payment:

Debby Wallace
District Manager Signature

8/13/2025
Date

**** PLEASE RETURN SIGNED DOCUMENT TO LORI BINGLE ****

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for
BOARD OF SUPERVISORS

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The supervisors present at the above referenced meeting should be compensated accordingly

Approved for payment:

Debby Wallace
District Manager Signature

8/13/2025
Date

**** PLEASE RETURN SIGNED DOCUMENT TO LORI BINGLE ****

Straley Robin Vericker

1510 W. Cleveland Street

Tampa, FL 33606

Telephone (813) 223-9400

Federal Tax Id. - 20-1778458

West Lake CDD
C/O Inframark
2005 Pan Am Circle, Suite 300
Tampa, FL 33607

August 15, 2025

Client: 001632

Matter: 000001

Invoice #: 26988

Page: 1

RE: General

For Professional Services Rendered Through July 31, 2025

SERVICES

Date	Person	Description of Services	Hours	Amount
7/3/2025	KCH	REVIEW AGENDA PACKAGE.	0.4	\$150.00
7/9/2025	KCH	PREPARE FOR AND ATTEND BOS MEETING IN PERSON.	0.6	\$225.00
7/17/2025	LC	REVIEW CORRESPONDENCE RECEIVED FROM J. GASKINS, FLORIDA COMMERCE, RE FAILURE TO FILE ANNUAL FINANCIAL REPORT AND AUDIT REPORT FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024; PREPARE CORRESPONDENCE TO DISTRICT MANAGER RE SAME.	0.2	\$39.00
7/28/2025	KCH	PHONE CALL WITH D. WALLACE REGARDING ANNUAL GOALS AND OBJECTIVES.	0.2	\$75.00
Total Professional Services			1.4	\$489.00

August 15, 2025
Client: 001632
Matter: 000001
Invoice #: 26988

Page: 2

Total Services	\$489.00	
Total Disbursements	\$0.00	
Total Current Charges		\$489.00
Previous Balance		\$1,620.00
Less Payments		(\$1,620.00)
PAY THIS AMOUNT		\$489.00

Please Include Invoice Number on all Correspondence

Tampa Bay Times

tampabay.com

Times Publishing Company
DEPT 3396
PO BOX 123396
DALLAS, TX 75312-3396
Toll Free Phone 1 (877) 321-7355
Fed Tax ID 59-0482470

DVERTISING INVOICE

vertising Run Dates	Advertiser Name	
8/17/25-8/17/25	WEST LAKE CDD	
Billing Date	Sales Rep	Customer Account
8/17/2025	Deirdre Bonett	TB335630
Total Amount Due		Invoice Number
\$508.00		51277-081725

PAYMENT DUE UPON RECEIPT

Start	Stop	Ad Number	Product	Placement	Description PO Number	Ins.	Size	et Amount
8/17/25	8/17/25	51277	Baylink Hillsborough , tampabay.com	Legal-CLS 2 col	Special Meeting Affidavit Fee	2	1.00x48.00 L	\$506.00 \$2.00

PLEASE DETACH AND RETURN LOWER PORTION WITH YOUR REMITTANCE

Tampa Bay Times

tampabay.com

Times Publishing Company
DEPT 3396
PO BOX 123396
DALLAS, TX 75312-3396
Toll Free Phone 1 (877) 321-7355

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8/17/2025	Deirdre Bonett	TB335630
Total Amount Due		Invoice Number
\$508.00		51277-081725

DO OT SE D CASH BY M IL

PLEASE MAKE CHECK PAYABLE TO: TIMES PUBLISHING COMPANY

WEST LAKE CDD
c/o INFRAMARK
2005 Pan Am Cir Ste 300
Tampa, FL 33607-6008

REMIT TO:

Times Publishing Company
DEPT 3396
PO BOX 123396
DALLAS, TX 75312-3396

51277

Tampa Bay Times

Published Daily

STATE OF FLORIDA} ss

COUNTY OF HILLSBOROUGH County

Before the undersigned authority personally appeared Deirdre Bonett who on oath says that he/she is a Legal Advertising Representative of the Tampa Bay Times a daily newspaper printed in St. Petersburg, in Hillsborough County, Florida that the attached copy of advertisement being a Legal Notice in the matter Special Meeting was published in said newspaper by print in the issues of 08/17/25 or by publication on the newspaper's website, if authorized.

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes. Affiant further says the said Tampa Bay Times is a newspaper published in Hillsborough County, Florida and that the said newspaper has heretofore been continuously published in said Hillsborough County, Florida each day and has been entered as a second class mail matter at the post office in said Hillsborough County, Florida for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that he/she neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Signature of Affiant

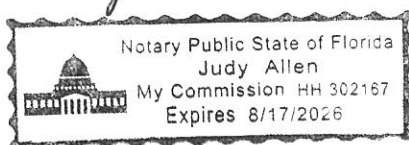
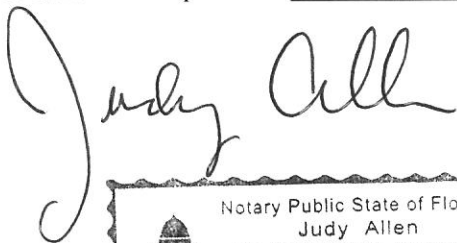


Sworn to and subscribed before me this 08/17/2025

Signature of Notary of Public

Personally known ☒ or produced identification.

Type of identification produced _____



NOTICE OF A SPECIAL MEETING OF THE WEST LAKE COMMUNITY DEVELOPMENT DISTRICT

NOTICE IS HEREBY GIVEN that the Board of Supervisors of the West Lake Community Development District (the "District") will hold a Special Meeting of the Board to discuss any and all business which may properly come before them on Monday, August 25, 2025, at 10:00 a.m. at the Offices of Inframark located at 2005 Pan Am Circle, Suite 300, Tampa, FL 33607.

This meeting is open to the public and will be conducted in accordance with the provisions of Florida Law for community development districts. A copy of the agenda for the meeting will be available on the District's website: <https://westlakecdd.com>. Or by contacting the Main District Office at (813) 873-7300. Affected parties and others interested may appear at these meetings and be heard.

There may be occasions when one or more Supervisors will participate by telephone. At the above location there will be a speaker telephone present, so that any person can attend the meeting and be fully informed of the discussions taking place either in person or by telephone communication.

In accordance with the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in these meetings is asked to advise District Manager Debby Wallace with Inframark, via phone at (813) 873-7300 or via email at dwallace2@inframark.com, at least 48 hours before the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 7-1-1, who can aid you in contacting the District Manager's office.

Any person who decides to appeal any decision made by the Board with respect to any matter considered at these meetings, such person will need a record of the proceedings and such person may need to ensure that a verbatim record of the proceedings is made, at his or her own expense, and which record includes the testimony and evidence on which the appeal is based.

Deborah Wallace
Senior District Manager
August 17, 2025

51277

Tampa Bay Times

tampabay.com

Times Publishing Company
DEPT 3396
PO BOX 123396
DALLAS, TX 75312-3396
Toll Free Phone 1 (877) 321-7355
Fed Tax ID 59-0482470

DVERTISING INVOICE

vertising Run Dates	Advertiser Name	
8/27/25-8/27/25	WEST LAKE CDD	
Billing Date	Sales Rep	Customer Account
8/27/2025	Deirdre Bonett	TB335630
Total Amount Due	Invoice Number	
\$2,221.05	52095-082725	

PAYMENT DUE UPON RECEIPT

Start	Stop	Ad Number	Product	Placement	Description PO Number	Ins.	Size	et Amount
8/27/25	8/27/25	52095	Tampa Bay Times , tampabay.com	B Section	O&M Assessments	1	3.00x13.00 IN	\$2,219.05
					Affidavit Fee			\$2.00
8/27/25	8/27/25	52095	Tampa Bay Times , tampabay.com	B Section	O&M Assessments	1	3.00x13.00 IN	\$0.00

PLEASE DETACH AND RETURN LOWER PORTION WITH YOUR REMITTANC

Tampa Bay Times

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Times Publishing Company
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\$2,221.05	52095-082725	

DO OT SE D CASH BY M IL

PLEASE MAKE CHECK PAYABL TO: TIM S PUBLISHING COMPANY

WEST LAKE CDD
c/o INFRAMARK
2005 Pan Am Cir Ste 300
Tampa, FL 33607-6008

REMIT TO:

Times Publishing Company
DEPT 3396
PO BOX 123396
DALLAS, TX 75312-3396

Tampa Bay Times

Published Daily

STATE OF FLORIDA} ss

COUNTY OF HERNANDO, CITRUS, PASCO,
PINELLAS, HILLSBOROUGH County

Before the undersigned authority personally appeared Deirdre Bonett who on oath says that he/she is a Legal Advertising Representative of the Tampa Bay Times a daily newspaper printed in St. Petersburg, in Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida that the attached copy of advertisement being a Legal Notice in the matter O&M Assessments was published in said newspaper by print in the issues of 08/27/25 or by publication on the newspaper's website, if authorized.

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes. Affiant further says the said Tampa Bay Times is a newspaper published in Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida and that the said newspaper has heretofore been continuously published in said Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida each day and has been entered as a second class mail matter at the post office in said Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that he/she neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

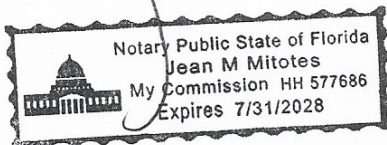
Signature of Affiant

Sworn to and subscribed before me this 08/27/2025

Signature of Notary of Public

Personally known X or produced identification.

Type of identification produced _____



Tampa Bay Times

tampabay.com

Times Publishing Company
DEPT 3396
PO BOX 123396
DALLAS, TX 75312-3396
Toll Free Phone 1 (877) 321-7355
Fed Tax ID 59-0482470

DVERTISING INVOICE

vertising Run Dates	Advertiser Name	
8/17/25-8/17/25	WEST LAKE CDD	
Billing Date	Sales Rep	Customer Account
8/17/2025	Deirdre Bonett	TB335630
Total Amount Due	Invoice Number	
\$629.00	51406-081725	

PAYMENT DUE UPON RECEIPT

Start	Stop	Ad Number	Product	Placement	Description PO Number	Ins.	Size	et Amount
8/17/25	8/17/25	51406	Baylink Hillsborough , tampabay.com	Legal-CLS 2 col	FY26 Meetings Schedule Affidavit Fee	2	1.00x60.00 L	\$627.00 \$2.00

PLEASE DETACH AND RETURN LOWER PORTION WITH YOUR REMITTANCE

Tampa Bay Times

tampabay.com

Times Publishing Company
DEPT 3396
PO BOX 123396
DALLAS, TX 75312-3396
Toll Free Phone 1 (877) 321-7355

Advertising Run Dates	A vertiser Name	
8/17/25-8/17/25	WEST LAKE CDD	
Billing Date	Sales Rep	Customer Account
8/17/2025	Deirdre Bonett	TB335630
Total Amount Due	Invoice Number	
\$629.00	51406-081725	

DO OT SE D CASH BY M IL

PLEASE MAKE CHECK PAYABLE TO: TIMES PUBLISHING COMPANY

WEST LAKE CDD
c/o INFRAMARK
2005 Pan Am Cir Ste 300
Tampa, FL 33607-6008

REMIT TO:

Times Publishing Company
DEPT 3396
PO BOX 123396
DALLAS, TX 75312-3396

51406

Tampa Bay Times

Published Daily

STATE OF FLORIDA } ss

COUNTY OF HILLSBOROUGH County

Before the undersigned authority personally appeared Deirdre Bonett who on oath says that he/she is a Legal Advertising Representative of the Tampa Bay Times a daily newspaper printed in St. Petersburg, in Hillsborough County, Florida that the attached copy of advertisement being a Legal Notice in the matter FY26 Meetings Schedule was published in said newspaper by print in the issues of 08/17/25 or by publication on the newspaper's website, if authorized.

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes. Affiant further says the said Tampa Bay Times is a newspaper published in Hillsborough County, Florida and that the said newspaper has heretofore been continuously published in said Hillsborough County, Florida each day and has been entered as a second class mail matter at the post office in said Hillsborough County, Florida for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that he/she neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Signature of Affiant

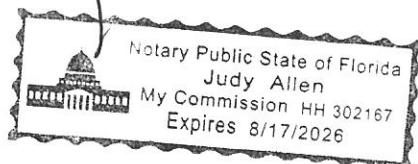
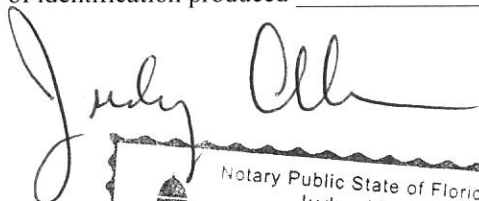


Sworn to and subscribed before me this 08/17/2025

Signature of Notary of Public

Personally known ☒ or produced identification.

Type of identification produced _____



BOARD OF SUPERVISOR'S MEETING DATES WEST LAKE COMMUNITY DEVELOPMENT DISTRICT

FISCAL YEAR 2025/2026

October 8, 2025	1:00 p.m.
November 12, 2025	1:00 p.m.
December 10, 2025	1:00 p.m.
January 14, 2026	1:00 p.m.
February 11, 2026	1:00 p.m.
March 11, 2026	1:00 p.m.
April 8, 2026	1:00 p.m.
May 13, 2026	1:00 p.m.
June 10, 2026	1:00 p.m.
July 8, 2026	1:00 p.m.
August 12, 2026	1:00 p.m.
September 9, 2026	1:00 p.m.

All meetings will convene at:

The Offices of Inframark
2005 Pan Am Circle Suite 300
Tampa, FL 33607

The meetings will be open to the public and will be conducted in accordance with the provisions of Florida Law for community development districts. Any meeting may be continued with no additional notice to a date, time and place to be specified on the record at a meeting. A copy of the agenda for the meetings listed above may be obtained from Inframark, 2005 Pan Am Circle, Suite 300, Tampa, FL 33607 at (813) 397-5121, one week prior to the meeting.

There may be occasions when one or more supervisors will participate by telephone or other remote device.

In accordance with the provisions of the Americans with Disabilities Act, any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Office at (954) 603-0033 at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955- 8770 (Voice), for aid in contacting the District Manager's Office.

Each person who decides to appeal any action taken at the meetings is advised that the person will need a record of proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

Inframark, District Management
August 17, 2025

51406

Notice of Public Hearing and Board of Supervisors Meeting of the West Lake Community Development District

The Board of Supervisors (the “Board”) of the West Lake Community Development District (the “District”) will hold a public hearing and special meeting on Wednesday, September 24, 2025, at 1:00 p.m., at the offices of Inframark located at 2005 Pan Am Circle, Suite 300, Tampa, Florida 33607.

The purpose of the public hearing is to receive public comments on the proposed adoption of the District’s fiscal year 2025-2026 proposed budget and the proposed levy of its annually recurring non-ad valorem special assessments for operation and maintenance to fund the items described in the proposed budget (the “O&M Assessments”).

At the conclusion of the public hearing, the Board will, by resolution, adopt a final amended budget, provide for the levy, collection, and enforcement of the O&M Assessments, and certify an assessment roll. A meeting of the Board will also be held where the Board may consider any other business that may properly come before it.

A copy of the proposed budget, preliminary assessment roll, and the agenda may be obtained by contacting the District Manager’s office via email at dwallace2@inframark.com or via phone at (813) 873-7300.

The table below presents the proposed schedule of the O&M Assessments. Amounts are preliminary and subject to change at the meeting and in any future year.

Assessment Summary					
Fiscal Year 2026 vs. Fiscal Year 2025					
ASSESSMENT ALLOCATION					
Fiscal Year 2026 Assessments					
Product	Units	O&M Assessment			
		FY 2026	FY 2025	Dollar Change	Percent Change
Townhome	98	\$ 941.00	\$ 941.00	\$ -	0%
Single Family 40'	127	\$ 1,254.69	\$ 1,254.69	\$ -	0%
Single Family 50'	95	\$ 1,568.36	\$ 1,568.36	\$ -	0%
	320				

The O&M Assessments (in addition to debt assessments, if any) may appear on November 2025 Hillsborough County property tax bill. Amount shown includes all applicable collection costs. Property owner is eligible for a discount of up to 4% if paid early.

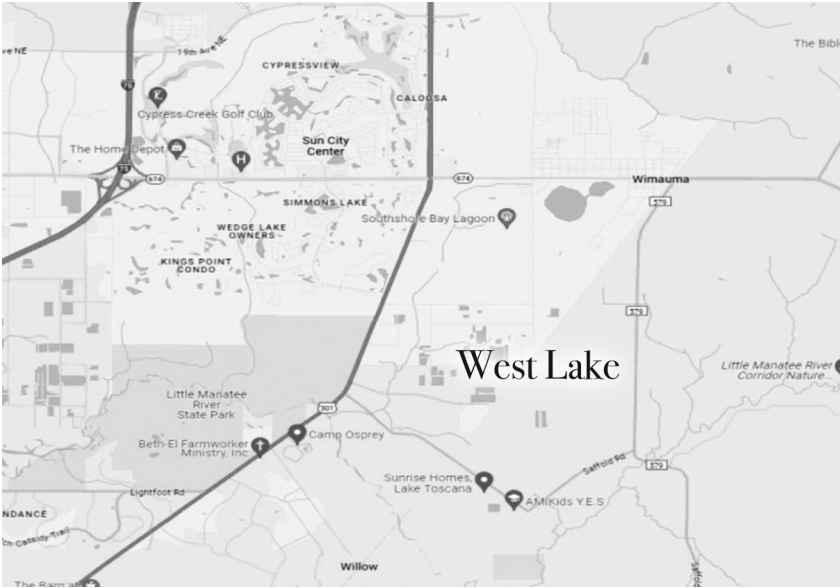
The County Tax Collector may collect the assessments for all lots and parcels within the District. Alternatively, the District may elect to directly collect its assessments in accordance with Chapter 190, Florida Statutes. Failure to pay the District’s assessments will cause a tax certificate to be issued against the property which may result in a loss of title or a foreclosure action to be filed against the property. All affected property owners have the right to appear at the public hearing and to file written objections with the District within 20 days of publication of this notice.

The public hearing and meeting are open to the public and will be conducted in accordance with the provisions of Florida law for community development districts. They may be continued to a date, time, and place to be specified on the record at the hearing or meeting. There may be occasions when staff or Board members may participate by speaker telephone.

In accordance with the provisions of the Americans with Disabilities Act, any person requiring special accommodations because of a disability or physical impairment should contact the District Manager’s office at least 2 business days prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 711 or 1-800-955-8771 (TTY), or 1-800-955-8770 (voice) for aid in contacting the District Manager’s office.

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearing or meeting is advised that person will need a record of proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

Debby Wallace
District Manager



**West Lake Community Development District ("District")
Performance Measures/Standards & Annual Reporting Form**

October 1, 2024 – September 30, 2025

1. Community Communication and Engagement

Goal 1.1: Public Meetings Compliance

Objective: Hold at least twelve regular Board of Supervisor ("Board") meetings per year to conduct District-related business and discuss community needs.

Measurement: Number of public Board meetings held annually as evidenced by meeting minutes and legal advertisements.

Standard: A minimum of twelve Board meetings were held during the fiscal year.

Achieved: Yes ☐ No ☐

Goal 1.2: Notice of Meetings Compliance

Objective: Provide public notice of each meeting in accordance with Florida Statutes, using at least two communication methods.

Measurement: Timeliness and method of meeting notices as evidenced by posting to the District's website, publishing in local newspaper of general circulation, and or via electronic communication.

Standard: 100% of meetings were advertised in accordance with Florida Statutes on at least two mediums (e.g., newspaper, District website, electronic communications).

Achieved: Yes ☐ No ☐

Goal 1.3: Access to Records Compliance

Objective: Ensure that meeting minutes and other public records are readily available and easily accessible to the public by completing monthly District website checks.

Measurement: Monthly website reviews will be completed to ensure meeting minutes and other public records are up to date as evidenced by District Management's records.

Standard: 100% of monthly website checks were completed by District Management or third party vendor.

Achieved: Yes ☐ No ☐

2. Infrastructure and Facilities Maintenance

Goal 2.1: Field Management and/or District Management Site Inspections Objective: Field manager and/or district manager will conduct inspections per District Management services agreement to ensure safety and proper functioning of the District's infrastructure.

Measurement: Field manager and/or district manager visits were successfully completed per management agreement as evidenced by field manager and/or district manager's reports, notes or other record keeping method.

Standard: 100% of site visits were successfully completed as described within District Management services agreement

Achieved: Yes ☐ No ☐

Goal 2.2: District Infrastructure and Facilities Inspections

Objective: District Engineer will conduct an annual inspection of the District's infrastructure and related systems.

Measurement: A minimum of one inspection completed per year as evidenced by district engineer's report related to District's infrastructure and related systems.

Standard: Minimum of one inspection was completed in the fiscal year by the District's engineer.

Achieved: Yes ☐ No ☐

3. Financial Transparency and Accountability

Goal 3.1: Annual Budget Preparation

Objective: Prepare and approve the annual proposed budget by June 15 and final budget was adopted by September 30 each year. *(or other deadline, as appropriate)*

Measurement: Proposed budget was approved by the Board before June 15 and final budget was adopted by September 30 as evidenced by meeting minutes and budget documents listed on the District's website and/or within District records.

Standard: 100% of budget approval & adoption were completed by the statutory deadlines and posted to the District's website.

Achieved: Yes ☐ No ☐

Goal 3.2: Financial Reports

Objective: Publish to the District's website the most recent versions of the following documents: Annual audit, current fiscal year budget with any amendments, and most recent financials within the latest agenda package.

Measurement: Annual audit, previous years' budgets, and financials are accessible to the public as evidenced by corresponding documents on the District's website.

Standard: District's website contains 100% of the following information: Most recent annual audit, most recent adopted/amended fiscal year budget, and most recent agenda package with updated financials.

Achieved: Yes ☐ No ☐

Goal 3.3: Annual Financial Audit

Objective: Conduct an annual independent financial audit per statutory requirements and publish the results to the District's website for public inspection, and transmit to the State of Florida.

Measurement: Timeliness of audit completion and publication as evidenced by meeting minutes showing Board approval and annual audit is available on the District's website and transmitted to the State of Florida.

Standard: Audit was completed by an independent auditing firm per statutory requirements and results were posted to the District's website and transmitted to the State of Florida.

Achieved: Yes ☐ No ☐

SIGNATURES:

Chair/Vice Chair: _____

Printed Name: _____

West Lake Community Development District

District Manager: _____

Printed Name: _____

West Lake Community Development District

Date: _____

Date: _____

Memorandum

To: Board of Supervisors

From: District Management

Date: October 8, 2025

RE: HB7013 – Special Districts Performance Measures and Standards

To enhance accountability and transparency, new regulations were established for all special districts, by the Florida Legislature, during its 2024 legislative session. Starting on October 1, 2024, or by the end of the first full fiscal year after its creation (whichever comes later), each special district must establish goals and objectives for each program and activity, as well as develop performance measures and standards to assess the achievement of these goals and objectives. Additionally, by December 1 each year (initial report due on December 1, 2025), each special district is required to publish an annual report on its website, detailing the goals and objectives achieved, the performance measures and standards used, and any goals or objectives that were not achieved.

District Management has identified the following key categories to focus on for Fiscal Year 2026 and develop statutorily compliant goals for each:

- Community Communication and Engagement
- Infrastructure and Facilities Maintenance
- Financial Transparency and Accountability

Additionally, special districts must provide an annual reporting form to share with the public that reflects whether the goals and objectives were met for the year. District Management has streamlined these requirements into a single document that meets both the statutory requirements for goal/objective setting and annual reporting.

The proposed goals/objectives and the annual reporting form are attached as exhibit A to this memo. District Management recommends that the Board of Supervisors adopt these goals and objectives to maintain compliance with HB7013 and further enhance its commitment to the accountability and transparency of the District.

Exhibit A:
Goals, Objectives, and Annual Reporting Form

**West Lake Community Development District (“District”)
Performance Measures/Standards & Annual Reporting Form**

October 1, 2025 – September 30, 2026

1. Community Communication and Engagement

Goal 1.1: Public Meetings Compliance

Objective: Hold at least four regular Board of Supervisor (“Board”) meetings per year to conduct District-related business and discuss community needs.

Measurement: Number of public Board meetings held annually as evidenced by meeting minutes and legal advertisements.

Standard: A minimum of four Board meetings were held during the fiscal year.

Achieved: Yes ☐ No ☐

Goal 1.2: Notice of Meetings Compliance

Objective: Provide public notice of each meeting in accordance with Florida Statutes, using at least two communication methods.

Measurement: Timeliness and method of meeting notices as evidenced by posting to the District’s website, publishing in local newspaper of general circulation, and or via electronic communication.

Standard: 100% of meetings were advertised in accordance with Florida Statutes on at least two mediums (e.g., newspaper, District website, electronic communications).

Achieved: Yes ☐ No ☐

Goal 1.3: Access to Records Compliance

Objective: Ensure that meeting minutes and other public records are readily available and easily accessible to the public by completing monthly District website checks.

Measurement: Monthly website reviews will be completed to ensure meeting minutes and other public records are up to date as evidenced by District Management’s records.

Standard: 100% of monthly website checks were completed by District Management or third party vendor.

Achieved: Yes ☐ No ☐

2. Infrastructure and Facilities Maintenance

Goal 2.1: Field Management and/or District Management Site Inspections **Objective:** Field manager and/or district manager will conduct inspections per District Management services agreement to ensure safety and proper functioning of the District’s infrastructure.
Measurement: Field manager and/or district manager visits were successfully completed per management agreement as evidenced by field manager and/or district manager’s reports, notes or other record keeping method.

Standard: 100% of site visits were successfully completed as described within District Management services agreement

Achieved: Yes ☐ No ☐

Goal 2.2: District Infrastructure and Facilities Inspections

Objective: District Engineer will conduct an annual inspection of the District’s infrastructure and related systems.

Measurement: A minimum of one inspection completed per year as evidenced by district engineer’s report related to District’s infrastructure and related systems.

Standard: Minimum of one inspection was completed in the fiscal year by the District’s engineer.

Achieved: Yes ☐ No ☐

3. Financial Transparency and Accountability

Goal 3.1: Annual Budget Preparation

Objective: Prepare and approve the annual proposed budget by June 15 and final budget was adopted by September 30 each year.

Measurement: Proposed budget was approved by the Board before June 15 and final budget was adopted by September 30 as evidenced by meeting minutes and budget documents listed on the District's website and/or within District records.

Standard: 100% of budget approval & adoption were completed by the statutory deadlines and posted to the District's website.

Achieved: Yes ☐ No ☐

Goal 3.2: Financial Reports

Objective: Publish to the District's website the most recent versions of the following documents: Florida Auditor General link (<https://flauditor.gov/>) to obtain current and past Annual audit, current fiscal year budget with any amendments, and most recent financials within the latest agenda package.

Measurement: Florida Auditor General link (<https://flauditor.gov/>) to the Annual audit, previous years' budgets, and financials are accessible to the public as evidenced by corresponding documents on the District's website.

Standard: District's website contains 100% of the following information: Department of Financial Services link to obtain Annual audit, most recent adopted/amended fiscal year budget, and most recent agenda package with updated financials.

Achieved: Yes ☐ No ☐

Goal 3.3: Annual Financial Audit

Objective: Conduct an annual independent financial audit per statutory requirements and publish the Florida Auditor General link (<https://flauditor.gov/>) to the results to the District's website for public inspection, and transmit to the State of Florida.

Measurement: Timeliness of audit completion and publication as evidenced by meeting minutes showing Board approval and annual audit is available on the District's website and transmitted to the State of Florida.

Standard: Audit was completed by an independent auditing firm per statutory requirements and results were posted to the District's website and transmitted to the State of Florida.

Achieved: Yes ☐ No ☐

SIGNATURES:

Chair/Vice Chair: _____

Date: _____

Printed Name: _____

West Lake Community Development District

District Manager: _____

Date: _____

Printed Name: _____

West Lake Community Development District