Commercial Property – Claim Reporting and Claim Questions

Options for Reporting a New Claim

- **Telephone**: AIG CallOne<sup>sm</sup>: 800-931-9546 24/7, 365 days/year
- **Email**: newloss-usproperty&energy@aig.com
- **Fax**: 855-805-4125
- **Internet**: Complete a Quick Claim form at **LexingtonClaims.com**
- **Mail**: P.O. Box 2310, Alpharetta, Georgia 30023-2970

Such written notice shall include the Named Insured as shown on the Declarations, the policy number, the date of loss and a brief description of the potential claim.

Options for Questions Regarding Existing/Previously Reported Claims

For questions regarding existing claims, contact should be made directly with the assigned AIG Examiner via direct dial or email. *However, in the instance where an AIG Examiner is unknown, please use the following methods to obtain the information:*

- **Claim Service Center**: 877-873-9972
- **AIG CallOne**: 800-931-9546
COMMERCIAL PROPERTY POLICY DECLARATIONS

POLICY NUMBER: 012116727

ITEM 1. Named Insured: LEE COUNTY BOARD OF COMMISSIONERS
(MISCELLANEOUS BRIDGES, RAMPS, PIERS, AND BOARDWALKS)
Address: P.O. BOX 398
FORT MYERS, FL 33902-0398

ITEM 2. Policy Period: From 10/01/2015 To 10/01/2016
at 12:01 AM Standard Time at the address of the named insured shown above.

ITEM 3. Limit of Insurance:
50% BEING $12,500,000 PART OF $25,000,000 PER OCCURRENCE AND IN THE
PRIMARY
Total Premium: $287,938 Minimum Earned Premium: $100,778

ITEM 4. Perils:
ALL RISKS OF DIRECT PHYSICAL LOSS OR DAMAGE INCLUDING FLOOD, EARTH
MOVEMENT, AND EQUIPMENT BREAKDOWN/BOILER & MACHINERY BUT
EXCLUDING TERRORISM AS FURTHER DESCRIBED IN THE APPROVED POLICY FORM

ITEM 5. Description of Property Covered: Coinsurance
REAL AND PERSONAL PROPERTY; EXTRA EXPENSE AND AS NOT APPLICABLE
FURTHER DESCRIBED IN THE POLICY FORM
Premium: $287,938.00
Policy Fee: $35.00
EMPA: $4.00
Total Premium: $287,977.00

ITEM 6. Mortgagee Clause: Loss, if any shall be payable to:
PER CERTIFICATES ON FILE WITH THE COMPANY

ITEM 7. Forms Attached:
SEE ATTACHED FORMS SCHEDULE

This insurance is issued pursuant to the Florida Surplus Lines Law. Persons insured by surplus
lines carriers do not have the protection of the Florida Insurance Guaranty Act to the extent of any
right of recovery for the obligation of an insolvent unlicensed insurer.

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

Producing Agent’s Name: 
Address:

Authorized Representative

Tax Exempt
## FORMS SCHEDULE

Named Insured: LEE COUNTY BOARD OF COMMISSIONERS  
(MISCELLANEOUS BRIDGES, RAMPS, PIERS, AND BOARDWALKS)

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Thank you for purchasing insurance from a member company of American International Group, Inc. (AIG). The AUIG member companies generally pay compensation to brokers and independent agents, and may have paid compensation in connection with your policy. You can review and obtain information about the nature and range of compensation paid by AIG member companies to brokers and independent agents in the United States by visiting our website at www.aig.com/producercompensation or by calling 1-800-706-3102.
ENDORSEMENT #001

This endorsement, effective 12:01 AM, 10/01/2015
Forms a part of Policy No.: 012116727
Issued to: LEE COUNTY BOARD OF COMMISSIONERS (MISCELLANEOUS BRIDGES, RAMPS, PIERS, AND BOARDWALKS)
By: LEXINGTON INSURANCE COMPANY

POLLUTION, CONTAMINATION, DEBRIS REMOVAL EXCLUSION ENDORSEMENT

This endorsement modifies insurance provided by the Policy:

1. **Property Not Covered**

   This Policy does not cover land, land values or water.

2. **Pollution and Contamination Exclusion.**

   This Policy does not cover loss or damage caused by, resulting from, contributed to or made worse by actual, alleged or threatened release, discharge, escape or dispersal of CONTAMINANTS or POLLUTANTS, all whether direct or indirect, proximate or remote or in whole or in part caused by, contributed to or aggravated by any physical damage insured by this Policy.

   Nevertheless, if fire is not excluded from this Policy and a fire arises directly or indirectly from seepage or contamination or pollution, any loss or damage insured under this Policy arising directly from that fire is insured, subject to the provisions of this Policy.

   CONTAMINANTS or POLLUTANTS means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste, which after its release can cause or threaten damage to human health or human welfare or causes or threatens damage, deterioration, loss of value, marketability or loss of use to property insured hereunder, including, but not limited to, bacteria, virus, or hazardous substances as listed in the Federal Water Pollution Control Act, Clean Air Act, Resource Conservation and Recovery Act of 1976, and Toxic Substances Control Act or as designated by the U.S. Environmental Protection Agency. Waste includes materials to be recycled, reconditioned or reclaimed.

   This exclusion shall not apply when loss or damage is directly caused by fire, lightning, aircraft impact, explosion, riot, civil commotion, smoke, vehicle impact, windstorm, hail, vandalism, malicious mischief. This exclusion shall also not apply when loss or damage is directly caused by leakage or accidental discharge from automatic fire protective systems.

3. **Asbestos, Dioxin or Polychlorinated Biphenols Exclusions**

   This Policy does not cover –

   a) Asbestos, dioxin or polychlorinated biphenols (hereinafter all referred to as “Materials”) removal from any good, product or structure unless the asbestos is itself damaged by fire, lightning, aircraft impact, explosion, riot, civil commotion, smoke, vehicle impact, windstorm or hail, vandalism, malicious mischief, leakage or accidental discharge from automatic fire protective system.
b) Demolition or increased cost of reconstruction, repair, debris removal or loss of use necessitated by the enforcement of any law or ordinance regulating such Materials;

c) Any governmental direction or request declaring that such Materials present in or part of or utilized on any undamaged portion of the insured’s property can no longer be used for the purpose for which it was intended or installed and must be removed or modified.

The exception to exclusion 3(a), above, does not apply to payment for the investigation or defense of any loss, damage or any undamaged portion of the insured’s property can no longer be used for the purpose for which it was intended

4. Debris Removal Exclusion

The Company will pay the expense within the sum insured to remove debris of insured property damaged or destroyed by an insured peril during the policy term.

The Company will not pay the expense to:

a) Extract contaminants or pollutants from the debris; or

b) Extract contaminants or pollutants from land or water; or

c) Remove, restore or replace contaminated or polluted land or water; or

d) Remove or transport any property or debris to a site for storage or decontamination required because the property or debris is affected by pollutants or contaminants, whether or not such removal, transport, or decontamination is required by law or regulation.

It is a condition precedent to recovery under this extension that the Company shall have paid or agreed to pay for direct physical loss or damage to the property insured hereunder and that the Insured shall give written notice to the Company of intent to claim for cost of removal of debris or cost to clean up not later than 180 days after the date of such physical loss or damage.

5. Authorities Exclusion

Notwithstanding any of the provisions of this Policy, the Company shall not be liable for loss, damage, costs, expenses, fines or penalties incurred or sustained by or imposed on the Insured at the order of any Government Agency, Court or other Authority arising from any cause whatsoever.

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

Authorized Representative
ENDORSEMENT #002

This endorsement, effective 12:01 AM, 10/01/2015
Forms a part of Policy No.: 012116727
Issued to: LEE COUNTY BOARD OF COMMISSIONERS
(MISCELLANEOUS BRIDGES, RAMPS, PIERS, AND BOARDWALKS)
By: LEXINGTON INSURANCE COMPANY

OCCURRENCE LIMIT OF LIABILITY ENDORSEMENT

This endorsement modifies insurance provided by the Policy:

It is agreed that the following special terms and conditions apply to the Policy:

1. The limit of liability or Amount of Insurance shown on the face of this Policy, or endorsed on this Policy, is the total limit of the Company’s liability applicable to each occurrence, as hereafter defined. Notwithstanding any other terms and conditions of this Policy to the contrary, in no event shall the liability of the Company exceed this limit or amount irrespective of the number of locations involved.

   The term “occurrence” shall mean any one loss, disaster, casualty, or series of losses, disasters, or casualties, arising out of one event. When the term applies to loss or losses from the perils of tornado, cyclone, hurricane, windstorm, hail, flood, earthquake, volcanic eruption, riot, riot attending a strike, civil commotion, vandalism and malicious mischief, or terrorism, one event shall be construed to be all losses arising during a continuous period of 72 hours. When filing proof of loss, the Insured may elect the moment at which the 72 hour period shall be deemed to have commenced, which may not be earlier than the time when the first loss to covered property occurs.

2. The premium for this Policy is based upon the statement of values provided to the Insurer(s) by or on behalf of the Insured and kept on file by the Insurer(s). In the event of loss under the Policy, the liability of the Insurer(s) shall be limited to the least of the following:

   a) The actual adjusted amount of loss, less applicable deductible(s);

   b) As respects each location insured by this Policy, 100 percent of the total combined stated values for all categories of covered property (e.g. building, contents) and other covered exposures (e.g., business income, extra expense, rental loss) shown for that location on the latest statement of values or other documentation on file with the insurer.

   c) Any other Limit of Liability or Sublimit of Insurance or Amount of Insurance specifically stated in this Policy to apply to any particular insured loss or coverage or location.

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

Authorized Representative
ENDORSEMENT #003

This endorsement, effective 12:01 AM, 10/01/2015
Forms a part of Policy No.: 012116727
Issued to: LEE COUNTY BOARD OF COMMISSIONERS
(MISCELLANEOUS BRIDGES, RAMPS, PIERS, AND BOARDWALKS)
By: LEXINGTON INSURANCE COMPANY

STANDARD PROPERTY CONDITIONS

This endorsement modifies insurance provided by the Policy:

The following provisions are hereby made part of this Policy. These provisions shall take precedence if and to the extent there is a conflict with any other policy provision(s).

MINIMUM EARNED PREMIUM CLAUSE

In the event of cancellation of this Policy by the Insured, a minimum premium of $100,778 shall become earned, any provision of the Policy to the contrary notwithstanding. Failure of the Insured to make timely payment of premium shall be considered a request by the Insured for the Company to cancel on the Insured’s 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 the Insured remits and the Company receives the full policy premium with 10 days after the date of issuance of the cancellation notice. Such remittance and acceptance by the Company shall not affect the minimum earned premium provision of this endorsement. In the event of any other cancellation by the Company, the earned premium shall be computed pro-rata, not subject to the minimum earned premium.

CANCELLATION CLAUSE

Except and to the extent of the Minimum Earned Premium Clause which is part of this Policy, this clause supersedes other cancellation clauses made a part of this Policy.

CANCELLATION: This Policy may be cancelled by the Insured by surrender thereof to the Company or by mailing to the Company written notice stating when thereafter such cancellation shall be effective. This Policy may be cancelled by the Company by mailing to the Insured, at the mailing address shown in this Policy or last known address, written notice, stating when, not less than 60 days thereafter (10 days for non-payment of premium) such cancellation shall be effective. The effectiveness of cancellation is not dependent on the return of unearned premium with the notice. Proof of mailing of notice as aforesaid shall be sufficient proof of notice. The effective date and hour of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the Insured or the Company shall be equivalent to mailing. If the Insured cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the Company cancels, earned premium shall be computed pro rata. Premium adjustment shall be made as soon as practicable after cancellation becomes effective.

SERVICE OF SUIT CLAUSE

In the event of failure of the Company to pay any amount claimed to be due hereunder, the Company, at the request of the Insured, will submit to the jurisdiction of a court of competent jurisdiction within the United States. Nothing in this condition constitutes or should be understood to constitute a waiver of the Company’s rights to commence an action in any court of competent jurisdiction in the United States to remove an action to a United States District Court or to seek a transfer of a case to another court as permitted by the laws of the United States or of any state in the United States. It is further agreed that service of process in such suit may be made upon Counsel, Legal Department, Lexington Insurance Company, 99 High Street, Boston, Massachusetts...
02110 or his or her representative, and that in any suit instituted against the Company upon this Policy, the Company will abide by the final decision of such court or of any appellate court in the event of an appeal.

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

WAR RISK EXCLUSION CLAUSE

The Company shall not be liable for any loss, caused directly or indirectly, by (1) hostile or warlike action in time of peace or war, whether or not declared, including action in hindering, combating or defending against an actual, impending or expected attack (a) by government or sovereign power (dejure or de facto) or by any authority maintaining or using military, naval or air forces; or (b) by military, naval or air forces; or (c) by an agent of any such government, power, authority or force (2) any weapon of war employing atomic fission or radioactive force whether in time of peace or war, whether or not its discharge was accidental; (3) insurrection, rebellion, revolution, civil war, usurped power, or action taken by government authority in hindering, combating, or defending against such an occurrence, seizure or destruction; (4) any consequence of any of the foregoing.

NUCLEAR EXCLUSION CLAUSE

The Company shall not be liable for loss by nuclear reaction or nuclear radiation or radioactive contamination all whether controlled or not, and whether such loss be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to, or aggravated by the peril(s) insured against in this Policy. If the peril of fire is insured under this Policy, then, subject to the foregoing and all provisions of this Policy, direct loss by fire resulting from nuclear reaction or nuclear radiation or radioactive contamination is insured against by this Policy. This Policy does insure against loss or damage caused by sudden and accidental radioactive contamination, including resultant radiation damage, from material used or stored or from processes conducted on the Insured premises, provided that, at the time of such loss or damage, there is neither a nuclear reactor nor any new or used nuclear fuel on the Insured premises.

SALVAGE AND RECOVERY CLAUSE

All salvages, recoveries, and payments (other than proceeds from subrogation and underlying insurance), will accrue entirely to the benefit of the Company until the sum paid or payable by the Company is recovered or reduced as applicable.

REQUIREMENTS IN CASE OF LOSS

The Insured shall:

1. Give prompt written notice of any loss or damage to the Company,
2. Promptly contact the applicable authority having jurisdiction in the event a law has been broken, and promptly file a written report with such authority,
3. Protect the property from further loss or damage,
4. Separate the damaged and undamaged personal property,
5. Maintain such property in the best possible order, and
6. Furnish a complete inventory of the lost, destroyed, damaged and undamaged property, showing in detail quantities, costs, actual cash value and amount of loss claimed,

7. Furnish all other documents or insurance policies that the Company may reasonably require,

8. Allow the Company to access and inspect any of the damaged or undamaged property, and

9. Submit to examination under oath at such times as may be reasonably required about any matter relating to this insurance or any claim;

PROOF OF LOSS AND PAYMENT

The Insured shall complete and sign a sworn proof of loss within sixty (60) days after the Company’s request stating the time and origin of the loss, the interest of the Insured and of all others in the property, the value of each item thereof determined in accordance with the Valuation Property of this Policy and the amount of loss or damage thereto and all encumbrances thereon, all other contracts of insurance, whether collectible or not, covering any of said property and any changes in the title, use, occupation, location, possession or exposures of said property subsequent to the issuance of this Policy, by whom and for what purpose any building herein described and the several parts thereof were occupied at the time of loss whether or not it then stood on leased ground. All adjusted claims shall be due and payable thirty (30) days after the presentation and acceptance of satisfactory proof(s) of loss at the office of the Company at 99 High Street, Boston, Massachusetts 02110.

GOVERNMENT ACTIVITY CLAUSE

The Company shall not be liable for any loss or damage caused directly or indirectly by the seizure, confiscation or destruction of insured property by any governmental body or public authority, including any customs or quarantine action. This exclusion shall not apply to an order or action of a governmental body or public authority to destroy insured property for the purpose of preventing the spread of fire or explosion nor to the enforcement of any law or ordinance relating to the construction or repair of damaged property as covered by DEMOLITION AND INCREASED COST OF CONSTRUCTION of this Policy.

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

Authorized Representative
ENDORSEMENT #004

This endorsement, effective 12:01 AM, 10/01/2015
Forms a part of Policy No.: 012116727
Issued to: LEE COUNTY BOARD OF COMMISSIONERS
(MISCELLANEOUS BRIDGES, RAMPS, PIERS, AND BOARDWALKS)
By: LEXINGTON INSURANCE COMPANY

ECONOMIC SANCTIONS ENDORSEMENT

This endorsement modifies insurance provided by the Policy:

The Insurer shall not be deemed to provide cover and the Insurer shall not 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 Insurer, its parent company or its ultimate controlling entity to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or the United States of America.

All other terms and conditions of the Policy remain the same.
ENDORSEMENT #005

This endorsement, effective 12:01 AM, 10/01/2015
Forms a part of Policy No.: 012116727
Issued to: LEE COUNTY BOARD OF COMMISSIONERS
(MISCELLANEOUS BRIDGES, RAMPS, PIERS, AND BOARDWALKS)
By: LEXINGTON INSURANCE COMPANY

COMBINED PROPERTY/BOILER & MACHINERY MILLENNIUM ENDORSEMENT

This endorsement modifies insurance provided by the Policy:

A. The Insurer will not pay for Damage or Consequential Loss directly or indirectly caused by, consisting of, or arising from, the failure of any computer, data processing equipment, media microchip, operating systems, microprocessors (computer chip), integrated circuit or similar device, or any computer software, whether the property of the Insured or not, and whether occurring before, during or after the year 2000 that results from the inability to:

1. correctly recognize any date as its true calendar date;

2. capture, save, or retain, and/or correctly manipulate, interpret or process any data or information or command or instruction as a result of treating any date other than its true calendar date; and/or

3. capture, save, retain or correctly process any data as a result of the operation of any command which has been programmed into any computer software, being a command which causes the loss of data or the inability to capture, save, retain or correctly process such data on or after any date.

B. It is further understood that the Insurer will not pay for the repair or modification of any part of an electronic data processing system or its related equipment, to correct deficiencies or features of logic or operation.

C. It is further understood that the Insurer will not pay for Damage or Consequential Loss arising from the failure, inadequacy, or malfunction of any advice, consultation, design, evaluation, inspection, installation, maintenance, repair or supervision done by the Insured or for the Insured or by or for others to determine, rectify or test, any potential or actual failure, malfunction or inadequacy described in A. above.

Such Damage or Consequential Loss described in A, B, or C above, is excluded regardless of any other cause that contributed concurrently or in any other sequence.

This endorsement shall not exclude subsequent Damage or Consequential Loss, not otherwise excluded, which itself results from a Defined Peril. Defined Peril shall mean fire, lightning, explosion, aircraft or vehicle impact, falling objects, windstorm, hail, tornado, hurricane, cyclone, riot, strike, civil commotion, vandalism, malicious mischief, earthquake, volcano, tsunami, freeze or weight of snow, sudden and accidental breakdown of an object, including mechanical and electrical breakdown.

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

[Signature]
Authorized Representative
ENDORSEMENT #006

This endorsement, effective 12:01 AM, 10/01/2015
Forms a part of Policy No.: 012116727
Issued to: LEE COUNTY BOARD OF COMMISSIONERS
(MISCELLANEOUS BRIDGES, RAMPS, PIERS, AND BOARDWALKS)
By: LEXINGTON INSURANCE COMPANY

TERRORISM EXCLUSION ENDORSEMENT

This endorsement modifies insurance provided by the Policy:

This insurance does not cover loss or damage caused directly or indirectly by terrorism whether controlled or uncontrolled, proximate or remote, sudden or over any length of time, or which is contributed to or aggravated by any other cause or event. Such terrorism is excluded regardless of any other cause or event occurring concurrently or in any sequence with such terrorism.

As used herein, terrorism means the use or threatened use of force or violence against a person or property, or commission of an act dangerous to human life or property, or commission of an act that interferes with or disrupts an electronic or communication system, undertaken by any person or group, whether or not acting on behalf of or in any connection with any organization, government, power, authority or military force, when the effect is to intimidate, coerce or harm:

a. A government;

b. The civilian population of a country, state or community; or

c. Disrupt the economy of a country, state or community.

So long as the Terrorism Risk Insurance Act of 2002, and any revisions or amendments thereto is in effect (the “Act”), terrorism includes a certified act of terrorism defined by Section 102. Definitions of the Act.

All other terms and conditions of the Policy remain the same.
ENDORSEMENT #007

This endorsement, effective 12:01 AM, 10/01/2015
Forms a part of Policy No.: 012116727
Issued to: LEE COUNTY BOARD OF COMMISSIONERS
(MISCELLANEOUS BRIDGES, RAMPS, PIERS, AND BOARDWALKS)
By: LEXINGTON INSURANCE COMPANY

CYBER EXCLUSION WITH LIMITED EXCEPTIONS ENDORSEMENT

This endorsement modifies insurance provided by the Policy:

The Insurer will not pay for Damage or Consequential loss directly or indirectly caused by, consisting of, or arising from:

1. Any functioning or malfunctioning of the internet or similar facility, or of any intranet or private network or similar facility,

2. Any corruption, destruction, distortion, erasure or other loss or damage to data, software, or any kind of programming or instruction set,

3. Loss of use or functionality whether partial or entire of data, coding, program, software, any computer or computer system or other device dependent upon any microchip or embedded logic, and any ensuing liability or failure of the Insured to conduct business.

This Endorsement shall not exclude subsequent damage or Consequential loss, not otherwise excluded, which itself results from a Defined Peril. Defined Peril shall mean: Fire, Lightning, Earthquake, Explosion, Falling Aircraft, Flood, Smoke, Vehicle Impact, Windstorm or Hail.

Such Damage or Consequential loss described in 1, 2, or 3 above is excluded regardless of any other cause that contributed concurrently or in any other sequence.

All other terms and conditions of the Policy remain the same.
ENDORSEMENT #008

This endorsement, effective 12:01 AM, 10/01/2015
Forms a part of Policy No.: 012116727
Issued to: LEE COUNTY BOARD OF COMMISSIONERS
(MISCELLANEOUS BRIDGES, RAMPS, PIERS, AND BOARDWALKS)
By: LEXINGTON INSURANCE COMPANY

MOLD / FUNGUS EXCLUSION

This endorsement modifies insurance provided by the Policy:

The Company shall not be liable for any loss or damage caused by, arising out of, contributed to, or resulting from fungus, mold(s), mildew or yeast; or any spores or toxins created or produced by or emanating from such fungus, mold(s), mildew or yeast;

   a) fungus includes, but is not limited to, any of the plants or organisms belonging to the major group fungi, lacking chlorophyll, and including mold(s), rusts, mildews, smuts and mushrooms;

   b) mold(s) includes, but is not limited to, any superficial growth produced on damp or decaying organic matter or on living organisms, and fungi that produce mold(s);

   c) spores means any dormant or reproductive body produced by or arising or emanating out of any fungus, mold(s), mildew, plants, organisms or microorganisms,

regardless of any other cause or event that contributes concurrently or in any sequence to such loss.

All other terms and conditions of the Policy remain the same.
ENDORSEMENT #009

This endorsement, effective 12:01 AM, 10/01/2015
Forms a part of Policy No.: 012116727
Issued to: LEE COUNTY BOARD OF COMMISSIONERS
(MISCELLANEOUS BRIDGES, RAMPS, PIERS, AND BOARDWALKS)
By: LEXINGTON INSURANCE COMPANY

ANTI-STACKING ENDORSEMENT

This endorsement modifies insurance provided by the Policy:

The following condition is added to the Policy:

If this insurance and any other insurance issued to the Insured by the Company or any entity that the Company controls, is controlled by or is under common control with applies to the same loss, claim, suit, occurrence or accident, whichever is applicable, then:

1. The maximum limit of liability, or
2. The maximum sublimit of liability with respect to a specific coverage or specific Covered Cause of Loss or peril;

under all insurance available from the above entities in the aggregate will not exceed the highest applicable limit of liability or highest applicable sublimit of liability available under any one policy.

However, this condition does not apply to any other insurance issued to the Insured by the Company or any entity that the Company controls, is controlled by or is under common control with which is specifically written to be primary to, in excess of, or quota share with the Policy to which this endorsement is attached.

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

Authorized Representative
ENDORSEMENT #010

This endorsement, effective 12:01 AM, 10/01/2015
Forms a part of Policy No.: 012116727
Issued to: LEE COUNTY BOARD OF COMMISSIONERS
(MISCELLANEOUS BRIDGES, RAMPS, PIERS, AND BOARDWALKS)
By: LEXINGTON INSURANCE COMPANY

CANCELLATION - ADDITIONAL PROVISIONS

This endorsement modifies insurance provided by the Policy:

The Policy is amended as respects cancellation. The following additional provisions shall apply with respect to the cancellation provisions of this Policy:

If this Policy covers any location or locations in "Tier 1 wind zone(s)" as defined in this Policy, and the Policy is cancelled at the request of the Insured, the following provision will apply:

If the Policy was in effect at any time during the period from June 1st to November 30th, the amount of premium we will return upon the Insured’s cancellation of the Policy will be a percentage of the total premium, determined as follows:

1 Year Policy

<table>
<thead>
<tr>
<th>Number of Days Policy In Force</th>
<th>Percentage of Premium to Be Returned</th>
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<tbody>
<tr>
<td>1 to 180</td>
<td>20%</td>
</tr>
<tr>
<td>181 to 210</td>
<td>15%</td>
</tr>
<tr>
<td>211 to 240</td>
<td>10%</td>
</tr>
<tr>
<td>241 to 270</td>
<td>7.5%</td>
</tr>
<tr>
<td>271 to 300</td>
<td>5.0%</td>
</tr>
<tr>
<td>301 to 330</td>
<td>2.5%</td>
</tr>
<tr>
<td>331 to 365</td>
<td>0.0%</td>
</tr>
</tbody>
</table>

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

If a location within a "Tier 1 wind zone" is added to or deleted from the Policy, and coverage for that location existed at any time during the period from June 1st to November 30th, the premium to be returned for that location upon the Insured’s cancellation of the Policy will be determined in accordance with the above table.

If a location is not within a "Tier 1 wind zone" and is added to or deleted from the Policy, normal pro rata or short rate factors shall apply as provided by the Policy.

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

Authorized Representative
**ENDORSEMENT #011**

This endorsement, effective 12:01 AM, 10/01/2015
Forms a part of Policy No.: 012116727
Issued to: LEE COUNTY BOARD OF COMMISSIONERS
(MISCELLANEOUS BRIDGES, RAMPS, PIERS, AND BOARDWALKS)
By: LEXINGTON INSURANCE COMPANY

**TIER 1 COUNTIES ENDORSEMENT**

In consideration of the premium charged, it is agreed that the following is hereby made a part of this policy.

All reference herein to "Tier I", "Tier I Windstorm" or similar "Tier I" references, shall be defined as all locations situated within Tier I Counties as classified below.

<table>
<thead>
<tr>
<th>State</th>
<th>Tier 1 Counties</th>
</tr>
</thead>
<tbody>
<tr>
<td>ALABAMA:</td>
<td>Baldwin, Mobile;</td>
</tr>
<tr>
<td>FLORIDA:</td>
<td>Entire State of Florida;</td>
</tr>
<tr>
<td>GEORGIA:</td>
<td>Bryan, Camden, Chatham, Glynn, Liberty, McIntosh;</td>
</tr>
<tr>
<td>HAWAII:</td>
<td>Entire State of Hawaii;</td>
</tr>
<tr>
<td>LOUISIANA:</td>
<td>Cameron, Iberia, Jefferson, Lafourche, Orleans, Plaquemines, St. Mary, St. Bernanrd, St. Tammany, Terrebonne, Vermilion</td>
</tr>
<tr>
<td>MISSISSIPPI:</td>
<td>Hancock, Harrison, Jackson;</td>
</tr>
<tr>
<td>NORTH CAROLINA:</td>
<td>Beaufort, Brunswick, Carteret, Craven, Dare, Hyde, New Hanover, Onslow, Pamlico, Pender</td>
</tr>
<tr>
<td>SOUTH CAROLINA:</td>
<td>Beaufort, Berkley, Charleston, Colleton, Georgetown, Horry, Jasper;</td>
</tr>
<tr>
<td>TEXAS:</td>
<td>Aransas, Brazoria, Calhoun, Cameron, Chambers, Galveston, Harris (entire County), Jackson, Jefferson, Kenedy, Kleberg, Liberty, Matagorda, Newton, Nueces, Orange, Refugio, San Patricio, Victoria, Willacy;</td>
</tr>
<tr>
<td>VIRGINIA:</td>
<td>Accomack, Northampton, Virginia Beach City, Chesapeake, Gloucester, Hampton City, Lancaster, Mathews, Middlesex, Newport News, Norfolk City, Northumberland, Poquoson City, Portsmouth city, Suffolk City, York</td>
</tr>
</tbody>
</table>

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

[Signature]

Authorized Representative
ENDORSEMENT #012

This endorsement, effective 12:01 AM, 10/01/2015
Forms a part of Policy No.: 012116727
Issued to: LEE COUNTY BOARD OF COMMISSIONERS
(MISCELLANEOUS BRIDGES, RAMPS, PIERS, AND BOARDWALKS)
By: LEXINGTON INSURANCE COMPANY

NEW MADRID EARTHQUAKE ZONE COUNTIES

This endorsement modifies insurance provided by the Policy:

In consideration of the premium charged, it is agreed that the following is hereby made a part of this policy.

All reference herein to New Madrid Earthquake zone references shall be defined as all locations situated within states or counties, as specified below

**Arkansas**: Clay, Craighead, Crittenden, Cross, Greene, Jackson, Lawrence, Randolph, Sharp, Mississippi, Poinsett

**Illinois**: Alexander, Massac, Pulaski, Union, Williamson, Johnson, Pope, Saline, Jackson, Franklin, Perry, Hardin, Randolph, Monroe, St Clair, Washington, Clinton, Bond Madison, Jefferson

**Indiana**: Posey, Vanderburgh, Gibson, Warrick, Pike

**Kentucky**: Ballard, Carlisle, Fulton, Graves, Hickman, Livingston, McCracken, Livingston, Marshall, Calloway

**Mississippi**: Desoto, Tunica, Marshall, Tate, Coahoma, Bolivar

**Missouri**: Bollinger, Butler, Cape Girardeau, Dunklin, Mississippi, New Madrid, Pemiscot, Scott, Stoddard, St. Louis, St Francois, St Charles, Jefferson, Franklin, Warren, Washington, Iron, Wayne, Butler, Reynolds, Madison, St Genevieve and Perry

**Tennessee**: Crockett, Dyer, Haywood, Lake, Lauderdale, Obion, Shelby, Tipton, Gibson, Madison, Fayette, Hardeman

PACIFIC NORTHWEST EARTHQUAKE ZONE COUNTIES

All reference herein to Pacific Northwest Earthquake zone references shall be defined as all locations situated within states or counties, as specified below.

**Washington**: Clallam, Jefferson, King, Kitsap, Mason, Pierce, San Juan, Skagit, Snohomish, Thurston and Whatcom

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

Authorized Representative
ENDORSEMENT #013

This endorsement, effective 12:01 AM, 10/01/2015
Forms a part of Policy No.: 012116727
Issued to: LEE COUNTY BOARD OF COMMISSIONERS
(MISCELLANEOUS BRIDGES, RAMPS, PIERS, AND BOARDWALKS)
By: LEXINGTON INSURANCE COMPANY

SUBSCRIPTION ENDORSEMENT

This endorsement modifies insurance provided by the Policy:

Named Insured: Lee County Board of County Commissioners (Miscellaneous Bridges, Ramps, Piers and Boardwalks)

Effective: October 1, 2015

Insurer: Lexington Insurance Company

Westchester Policy Number: I2110758A 003

Policy Period: October 1, 2015 to October 1, 2016

Perils: All Risk of Direct Physical Loss or Damage including Flood, Earth Movement, and Equipment Breakdown subject to same exclusions, warranties, terms, definitions and conditions (except as respects premium, limit of liability and except as otherwise provided herein) as are contained in or as may be added or endorsed to the following Policy(ies) hereinafter referred to as the “Westchester Surplus Lines Insurance Company Policy”

Territory: The policy covers within the Fifty (50) States comprising the United States of America, including the District of Columbia and Canada, except that we will not cover property in transit by water or air to and from Alaska or to and from Hawaii.

Participation: 50% or $12,500,000 part of $25,000,000 any one occurrence subject to the following sublimits. Sublimits do not increase this Company’s 50% share ($12,500,000 part of $25,000,000) of policy limit.

Limits of Liability: $25,000,000 any one occurrence subject to the following sublimits. Sublimits do not increase the policy limit of $25,000,000. Sublimits are per occurrence unless otherwise indicated.

$ 25,000,000 Per Occurrence and Annual Aggregate for the peril of Earth Movement except;
$ 25,000,000 Per Occurrence and Annual Aggregate for the peril of Flood except;
$ 25,000,000 Per Occurrence and Annual Aggregate for the peril of Flood occurring wholly or partially within Special Flood Hazard Areas (SFHA), areas of 100-Year Flooding, as defined by the Federal Emergency Management Agency (if these locations are not excluded elsewhere in this policy with respect to the peril of flood);
$ 25,000,000  Per Occurrence and Annual Aggregate for the peril of **Named Windstorm**
Not Covered  Per Occurrence for **Loss of Revenue**
$ 1,000,000  Per Occurrence for **Extra Expense**
$ 10,000,000  Per Occurrence for **Debris Removal**
or 25% of loss, whichever is less
$ 1,000,000  Per Occurrence for **Expediting Expense**
$ 50,000  Per Occurrence for **Fire Department Service Charge**
$ 100,000  Per Occurrence and Annual Aggregate for **Pollutant Clean Up**
$ 50,000  Per Occurrence for **Loss Adjustment Expenses**

**Extended Period of Indemnity**
$ 25,000,000  Per Occurrence for the peril of **Equipment Breakdown**
Not Covered  **Equipment Breakdown: Business Income/Business Interruption**
$ 1,000,000  **Equipment Breakdown: Extra Expense**
Combined with BI  **Equipment Breakdown: Rental Value/Rental Income**

$ 250,000  **Equipment Breakdown: Service Interruption (BI/EE) – 24 hour waiting period**
Not Covered  **Equipment Breakdown: Contingent Business Income**
$ 100,000  **Equipment Breakdown: Perishable Goods/Spoilage**
$ 100,000  **Equipment Breakdown: Data Restoration**
$ 250,000  **Equipment Breakdown: Demolition and Increased Cost of Construction**
$ 1,000,000  **Equipment Breakdown: Expediting Expenses**
$ 100,000  **Equipment Breakdown: Hazardous Substances**
$ 250,000  **Equipment Breakdown: Newly Acquired Locations**

**Deductibles:**

Each claim for loss or damage under this policy shall be subject to a per occurrence deductible amount of $250,000, unless a specific deductible shown below applies:

**Earth Movement:**
(1) **$250,000**  Per Occurrence, except as follows:

**Flood:**
(1) 3% of Total Insurable Values at the time of the loss at each location involved in the loss or damage, subject to a minimum of $250,000 any one occurrence.

**Wind & Hail:**
(1) **$250,000**  Per Occurrence, except as follows:
(2) 3% of Total Insurable Values at the time of the loss at each location involved in the loss or damage arising out of a **Named Windstorm** and subject to a minimum deductible of $250,000 any one occurrence;

**Equipment Breakdown:**
(1) **$250,000**  Per Occurrence.

If two or more deductible amounts provided in this policy apply to a single occurrence, the total to be deducted shall not exceed the largest deductible applicable unless otherwise stated in the policy. However, if:
1. The Time Element deductible and another deductible apply to a single Occurrence, then the Company shall apply both deductibles to the Occurrence; and
2. Covered Loss or Damage by Flood arises out of a Named Storm, then the Company shall apply the Flood deductible or the Named Storm deductible, whichever is greater.

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

**Total Insurable Values:**
$238,089,335

**Annual Layer Premium:**
$575,876
Subject to 35% Minimum Earned Premium

**Annual Lexington Premium:**
$287,938
Subject to 35% Minimum Earned Premium

**Commission:**
5.00%

All other terms and conditions of the Policy remain the same
INLAND MARINE - ENGINEERED RISK DECLARATIONS

Policy Number: I2110758A 003

Insurer: Westchester Surplus Lines Insurance Company

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

Producer’s Name & Address: PEACHTREE SPECIAL RISK BROKERS LLC
303 CORPORATE CENTER DRIVE SUITE 300
STOCKBRIDGE GA 30281
78524W-I2110758A 002

I. General Policy Information:

Business Description: Miscellaneous Bridges, Ramps, Piers and Boardwalks

When Coverage Begins: 10/01/2015 12:01a.m. Local Time at Named Insured’s address

When Coverage Ends: 10/01/2016 12:01a.m. Local Time at Named Insured’s address

Description and location of property insured: Miscellaneous Bridges, Ramps, Piers, and Boardwalks in Lee County, FL. per submitted schedule on file.

In return for the payment of premium and subject to all the terms and conditions of this policy, the COMPANY provides the insurance as stated in this policy.

II. Limits of Insurance:

A. Occurrence Limit of Insurance

The most the COMPANY will pay for all loss or damage resulting from all Covered Causes of Loss in any one OCCURRENCE is:

$12,500,000 being a 50 % share of $25,000,000

B. Sub-Limits of Insurance

The COMPANY will not be liable for more than its proportionate share (50 %) of the following Sub-limits of Insurance and Aggregate Sub-limits of Insurance, in any one OCCURRENCE. These Sub-limits of Insurance are part of and not in addition to the Occurrence Limit of Insurance above:

<table>
<thead>
<tr>
<th>Sub-limits of Insurance</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Property Damage</td>
<td>$25,000,000</td>
</tr>
<tr>
<td>Loss of Revenue endorsement</td>
<td>$Not Covered</td>
</tr>
<tr>
<td>Period of Indemnity (days, months, years)</td>
<td></td>
</tr>
</tbody>
</table>
C. Extensions of Coverage:

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Sub-limits of Insurance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Debris Removal</td>
<td></td>
</tr>
<tr>
<td>Occurrence Limit</td>
<td>25% or $10,000,000 maximum</td>
</tr>
<tr>
<td>Aggregate Limit</td>
<td>$ Not Applicable</td>
</tr>
<tr>
<td>Fire Department Service Charge</td>
<td></td>
</tr>
<tr>
<td>Occurrence Limit</td>
<td>$ 50,000</td>
</tr>
<tr>
<td>Aggregate Limit</td>
<td>$ Not Applicable</td>
</tr>
<tr>
<td>Loss Adjustment Expenses</td>
<td></td>
</tr>
<tr>
<td>Occurrence Limit</td>
<td>$ 50,000</td>
</tr>
<tr>
<td>Aggregate Limit</td>
<td>$ Not Applicable</td>
</tr>
<tr>
<td>Pollutant Clean Up</td>
<td></td>
</tr>
<tr>
<td>Occurrence Limit</td>
<td>$ 100,000</td>
</tr>
<tr>
<td>Aggregate Limit</td>
<td>$ Not Applicable</td>
</tr>
<tr>
<td>Extra Expense</td>
<td></td>
</tr>
<tr>
<td>Occurrence Limit</td>
<td>$ 1,000,000</td>
</tr>
<tr>
<td>Aggregate Limit</td>
<td>$ Not Applicable</td>
</tr>
<tr>
<td>Expediting Expenses</td>
<td>$ 1,000,000</td>
</tr>
</tbody>
</table>

When an “x” appears below and limits of insurance are provided, the referenced exclusion is deleted.

- Earth Movement
  Occurrence Limit: $ 25,000,000
  Aggregate Limit: $ 25,000,000

- Flood
  Occurrence Limit: $ 25,000,000
  Aggregate Limit: $ 25,000,000


- All other Flood zones.

- Named Windstorm
  Occurrence Limit: $ 25,000,000
  Aggregate Limit: $ 25,000,000

The Sub-limits of Insurance in Item II. B. and II. C. above and those included in any endorsements attached to this Policy shall be part of, and not in addition to the Occurrence Limit of Insurance shown in Item II. A. above.

Any aggregate Sub-limits of Insurance shown in Item II. C. shall be the most we will pay for the perils of flood, earth movement and named windstorm and for the Debris Removal, Fire Department Service Charges, Loss Adjustment Expenses, Pollutant Clean-Up and Extra Expense Coverages, during the policy period.
III. Deductible

All covered loss except as below $250,000
Loss or damage caused by or resulting from earth movement $250,000
Loss or damage caused by or resulting from flood $250,000 or 3%
Loss or damage caused by or resulting from water damage $250,000
Loss or damage caused by or resulting from Named Windstorm $250,000 or 3%
Loss of Revenue Not Applicable Days

IV. Premium: $287,938 Term

V. Coinsurance Amount: None

VI. Attached Forms

These Declarations, the forms attached and all endorsements attached and issued on or after the effective date constitute the Policy.

Date: 11/05/2015

Authorized Representative
EQUIPMENT BREAKDOWN COVERAGE BRIDGE ENDORSEMENT

<table>
<thead>
<tr>
<th>Named Insured</th>
<th>Endorsement Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lee County Board of County Commissioners</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Policy Symbol</th>
<th>Policy Number</th>
<th>Policy Period</th>
<th>Effective Date of Endorsement</th>
</tr>
</thead>
<tbody>
<tr>
<td>IMC</td>
<td>I2110758A003</td>
<td>10/01/2015 to 10/01/2016</td>
<td></td>
</tr>
</tbody>
</table>

Issued By (Name of Insurance Company)
Westchester Surplus Lines Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

INLAND MARINE ENGINEERED RISK COVERAGE FORM

Section D. Exclusions 18 through 21 in the Inland Marine Engineered Risk Coverage Form is deleted in their entirety.

All other terms and conditions remain unchanged.
INLAND MARINE ENGINEERED RISK
COVERAGE FORM

Words in CAPITAL LETTERS have special meaning and are defined in section F. DEFINITIONS in this Coverage Form.

A. INSURING AGREEMENT

This Policy, subject to the terms, conditions, definitions and exclusions stated herein, or endorsed hereto, insures against risks of direct physical loss or damage to the property described on the Declarations by the perils insured as set forth below or as otherwise afforded within this Policy.

1. PROPERTY EXCLUDED

This Policy does not insure:

a. Aircraft, spacecraft, satellite, mining equipment, rolling stock, any vehicle licensed for highway use, and watercraft;

b. Animals;

c. Cost of excavations, grading, backfilling or filling or dredging, except in connection with repairs to building(s), structure(s), or improvements to land including land fill destroyed or damaged by a peril insured against.

d. Electrical, gas, steam, water, telephone and other transmission lines and related plants, substations and equipment located beyond one hundred (100) feet from the insured premises;

e. Furs, jewelry, jewels, pearls, precious or semi-precious stones, gold, silver and platinum or other precious alloys;

f. Land; water; growing crops; lawns; outdoor trees, shrubs and plants; standing timber; coal; mines, including property and equipment contained therein;

g. INSURED’S interest in property of which the INSURED is a joint owner with other parties (known as Joint Venture Property) unless declared as such in the Statement of Values;

h. Bills, currency, stamps, evidence of debt, checks, money, securities, models, renderings, or other property of a similar nature;

i. Offshore rigs and platforms and property located thereon;

j. Property sold by the INSURED under conditional sale, trust agreement, installment payment or other deferred payment plan, after delivery to customers;

k. Underground wells, piping, mains, sewers and drains, including personal property therein;

l. Property that is away from the INSURED’S owned property unless transit and/or off site storage coverage is specifically endorsed onto this Policy.

B. LIMITS OF INSURANCE AND DEDUCTIBLE

The COMPANY will pay no more for loss or damage in any one OCCURRENCE than the applicable Limit of Insurance amount shown in Item II. A. of the Declarations, subject to the following:
1. POLICY SUB-LIMITS OF INSURANCE

The COMPANY will pay no more for direct physical loss or damage in any one OCCURRENCE than the Sub-limit of Insurance stated in Item II. B. or II. C. of the Declarations for each applicable Coverage or Extension of Coverage.

2. AGGREGATE SUB-LIMITS OF INSURANCE

The most the COMPANY will pay for direct physical loss or damage from any one OCCURRENCE, and/or in the aggregate for loss or damage from all OCCURRENCES in any one Policy year, shall not exceed the stated amounts in Item II. C. of the Declarations unless otherwise limited by the Sub-limits of Insurance stated in Item II. B. of the Declarations.

The Sub-limits of Insurance and aggregate Sub-limits of Insurance shown in Item II. B. and II. C. of the Declarations are part of, and not in addition to, the Limit of Insurance shown in Item II. A. of the Declarations.

3. DEDUCTIBLES

The COMPANY will adjust all direct physical loss or damage arising out of any one OCCURRENCE as one loss. The COMPANY shall have no liability under this Policy, unless the INSURED sustains a covered loss in excess of any applicable deductible or deductibles stated in Item III of the Declarations. The COMPANY will then pay the amount of loss or damage in excess of the applicable deductible.

If a percentage amount is shown for the deductible(s) of earth movement, flood and named windstorm, the percentage shall be applied against the VALUES AT RISK AT TIME OF LOSS.

In the event that more than one deductible shown in Item III. of the Declarations, or provided in any endorsement, shall apply to insured loss or damage in any one OCCURRENCE, only the largest deductible shall be applied.

Notwithstanding anything to the contrary provided by this Policy, if this Policy is endorsed to provide coverage for loss of REVENUE, the deductible in each applicable loss of REVENUE endorsement will be applied separately.

C. EXTENSIONS OF COVERAGE

This Policy, subject to all terms, conditions, definitions and exclusions stated herein or endorsed hereto, is extended to insure direct physical loss or damage occurring to, or resulting from, the following if the applicable extension is purchased, and a dollar value has been placed in Item II. B. of the Declarations. The Limit of Insurance for each Extension of Coverage is a Sub-limit of Insurance and is part of and not in addition to the Occurrence Limit of Insurance shown on the Declarations.

1. Debris Removal

The COMPANY will pay the expense incurred in the removal of debris of the damaged property covered by this Policy as a result of direct physical loss or damage to such property by an insured peril. The total amount recoverable under this Policy for both loss or damage to property and debris removal expenses will not exceed the applicable Sub-limit of Insurance.

Any coverage provided for debris removal shall not include any cost or expense to:

a. Extract CONTAMINANTS OR POLLUTANTS from the debris; or

b. Extract CONTAMINANTS OR POLLUTANTS from land or water; or

c. Remove, restore or replace contaminated or polluted land or water; or
d. Remove or transport any property or debris to a site for storage or decontamination, because the property or debris is affected by CONTAMINANTS OR POLLUTANTS whether or not such removal, transport, or decontamination is required by law or regulation.

It is a condition precedent to recovery under this coverage extension that the COMPANY shall have paid or agreed to pay for direct physical loss or damage to the property insured hereunder, and that the INSURED shall give written notice to the COMPANY of its intent to make a claim for cost of removal of debris or cost to clean up not later than twelve (12) months after the date such physical loss or damage first commenced.

The most the COMPANY will pay under this Coverage Extension is the Sub-limit of Insurance shown in Item II. C. of the Declarations for Debris Removal for the sum of all covered expenses arising out of covered loss occurring during each separate twelve (12) month period of this Policy.

2. Fire Department Service Charges

When a fire department is called to save or protect property insured by this Policy from a direct physical loss or damage by an insured peril, the COMPANY will pay the charges that result from:

a. contract or agreement signed prior to the loss; or

b. required by local ordinance

The most the COMPANY will pay under this Coverage Extension is the Sub-limit of Insurance shown Item II C of the Declarations for Fire Department Service Charges for the sum of all covered expenses arising out of covered loss or damage occurring during each separate twelve (12) month period this Policy is in effect.

3. Loss Adjustment Expenses

The COMPANY will pay the reasonable and necessary costs or expenses the INSURED incurs to prepare loss or damage data required by policy conditions after loss or damage by a Covered Peril. This includes the cost of taking inventory, making appraisals and preparing other data to determine the extent of your covered loss.

This Extension of Coverage does not include costs or expenses for:

a. Public Adjusters or any firm or entity acting in the capacity of a public adjuster, including their employees, agents, or representatives;

b. Legal and paralegal fees;

c. Claim consultants, insurance brokers or agents, or any person acting on behalf of a claim consultant or insurance broker or agent;

d. Costs associated with the negotiation or presentation of any claim or part of a claim that we have told you is in dispute or that we have denied;

e. Costs or expenses which are your normal overhead or operating expense;

f. Costs or expenses associated with trying to establish that a claim or part of a claim is covered by the policy.

The most the COMPANY will pay under this Coverage Extension is the Sub-limit of Insurance shown in item II.C. for Loss Adjustment Expenses for the sum of all covered expenses arising out of covered loss or damage occurring during each twelve (12) month period this policy is in effect.
4. Pollutant Clean-Up

The COMPANY will pay the expenses to extract POLLUTANTS from land or water if the discharge, dispersal, seepage, migration, release or escape of the POLLUTANTS is covered by this Policy and occurs during the Policy period. The expenses will be paid only if they are reported to the COMPANY in writing within 180 days of the date from which loss commenced.

This Coverage Extension does not apply to costs to test for, monitor or assess the existence, concentration or effects of POLLUTANTS. But the COMPANY will pay for testing which is performed in the course of extracting the POLLUTANTS from the land or water.

The most the COMPANY will pay under this Coverage Extension is the Sub-limit of Insurance shown in Item II. C. of the Declarations for Pollutant Clean Up for the sum of all covered expenses arising out of covered loss or damage occurring during each separate twelve (12) month period this Policy is in effect.

5. Extra Expense

This Policy, subject to the terms, exclusions, limits and conditions herein and endorsed hereto, covers the necessary and reasonable Extra Expense incurred by the INSURED during the period of restoration in order to continue as nearly as practicable and resume normal operations of the INSURED’S business following a direct physical loss or damage by an insured peril.

In addition to the exclusions contained in the Policy or added by endorsement, there is no Extra Expense coverage for:

a. Loss of income or loss of revenue;

b. The cost or repairing or replacing any real or personal property;

c. The cost of research or other expense necessary to replace or restore books of account, abstracts, drawings, card index systems or other records, including film, tapes, discs, drums, cell, or other recording or storage media for electronic data processing, that have been lost or damaged by a peril covered by this Policy, except cost in excess of the normal cost of such repair or replacement or restoration necessarily incurred for the purpose of reducing loss or damage insured by this Policy. In no event shall such excess cost exceed the amount by which the total Extra Expense loss otherwise payable under this Policy is reduced;

d. Any consequential or remote loss;

e. Any expense covered under any other part of this Policy.

The most the COMPANY will pay under this Coverage Extension is the Sub-limit of Insurance shown in Item II. C. of the Declarations for Extra Expense for the sum of all covered expenses arising out of covered loss or damage occurring during each separate twelve (12) month period this Policy is in effect.

6. Expediting Expense

In the event of direct physical loss or damage by an insured peril, occurring during the Policy period, the COMPANY will pay, subject to the Sub-limit of Insurance in Item II. C. of the Declarations, for the reasonable extra costs to make temporary repairs, and to expedite the permanent repair or replacement of the insured property which is damaged by an insured peril, including additional wages for overtime, night work, work on public holidays, and the extra costs of express freight or other rapid means of transportation.
D. EXCLUSIONS

This Policy does not insure loss or damage caused directly or indirectly by any of the following, and such loss or damage is excluded regardless of any other cause or event that contributes concurrently, or in sequence to the loss:

1. Governmental Action

Seizure or destruction of property by order of governmental authority.

But the COMPANY will pay for direct physical loss or damage caused by or resulting from acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread if the fire would be covered under this Coverage Form.

2. Nuclear Hazard

a. Any weapon employing atomic fission or fusion; or

b. Nuclear reaction or radiation, or radioactive contamination from any other cause. But if nuclear reaction or radiation, or radioactive contamination results in fire, the COMPANY will pay for the direct physical loss or damage caused by that fire if the fire would be covered under this Coverage Form.

3. War and Military Action

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.

4. Loss, damage, costs, expenses, fines or penalties incurred or sustained by or imposed on any INSURED at the order of any government agency, court or authority arising from any cause whatsoever, except physical destruction of insured property by order of public authority to prevent spread of fire or explosion.

5. Dishonest or criminal act or omission of the INSURED or of any associate, agent, member, manager or employee of the INSURED, while in the course of their employment, whether acting alone or in collusion with others and whether or not occurring during business hours.

6. Unexplained disappearance; shortage; other loss discovered upon taking inventory.

7. Infestation, disease, freeze, drought and hail, weight of ice or snow or any damage caused by insects or animals, but only as respects trees, plants, shrubs and landscaping.

8. Consequential loss, damage or expense of any kind or description including but not limited to loss of market or delay, liquidated damages, performance penalties, penalties for non-completion, delay in completion, or non-compliance with contract conditions, whether caused by a peril insured or otherwise; however, the foregoing shall not exclude Loss of Revenue Coverage when it is endorsed to this Policy.

9. Loss or damage covered under any written or implied guarantee or warranty by any manufacturer or supplier.

10. Asbestos Hazard:

a. Asbestos material removal unless the asbestos itself is damaged by fire, lightning, aircraft impact, explosion, riot, civil commotion, smoke, vehicle impact, windstorm or hail, vandalism, malicious mischief, leakage or accidental discharge from automatic fire protective systems.
b. Demolition or increased cost of reconstruction, repair, debris removal or loss of use necessitated by the enforcement of any law or ordinance regulating asbestos material.

C. Any governmental direction or request declaring that asbestos material present in or part or utilized on any undamaged portion of INSURED'S property can no longer be used for the purpose for which it was intended or installed and must be removed or modified.

11. Loss or damage caused by, resulting from, contributed to or made worse by actual, alleged or threatened release, discharge, escape or dispersal of CONTAMINANTS or POLLUTANTS, all whether direct or indirect, proximate or remote or in whole or in part caused by, contributed to or aggravated by any physical damage insured by this Policy.

Nevertheless, if fire is not excluded from this Policy and a fire arises directly or indirectly from seepage or contamination or pollution, any loss or damage insured under this Policy arising directly from that fire is insured, subject to the provisions of this Policy.

This exclusion shall not apply when loss or damage is directly caused by fire, lightning, aircraft impact, explosion, riot, civil commotion, smoke, vehicle impact, windstorm, hail, vandalism, malicious mischief, leakage or accidental discharge directly causes loss or damage from automatic fire protective systems.

12. The increased cost to comply with the enforcement of any law or ordinance that:

   a. Requires the demolition of parts of undamaged property;

   b. Regulates the construction or repair of damaged property;

13. Loss, damage, destruction, distortion, erasure, corruption, alteration, diminishment in value, or loss of use or usefulness of:

   a. ELECTRONIC DATA by any cause whatsoever (including but not limited to COMPUTER VIRUS); and/or

   b. ELECTRONIC MEDIA caused by or resulting from the loss, damage, destruction, distortion, erasure, corruption, alteration, diminishment in value, or loss of use or usefulness of ELECTRONIC DATA;

regardless of any other cause or event that contributes concurrently or in any sequence to the loss, damage, destruction, distortion, erasure, corruption, alteration, diminishment in value, or loss of use or usefulness of ELECTRONIC DATA or ELECTRONIC MEDIA.

This exclusion does not apply to loss or damage of ELECTRONIC DATA or ELECTRONIC MEDIA caused by or resulting from the Perils of Fire, Explosion, Riot and Civil Commotion, Vehicles and Aircraft Impact or Collision, Sonic Boom, Sprinkler Leakage, Sinkhole Collapse, Flood, Earth Movement or Volcanic Action, if, and to the extent, such Perils are already covered by this or by any underlying Policy.

14. Any loss, damage or expense consisting of, caused by, contributed to, or aggravated by rust, mold, moss, mildew, fungi, spores, bacterial infestation or any similar organism, wet or dry rot and extremes of temperature or humidity, whether directly or indirectly the result of a covered peril. This includes, but is not limited to, the cost for investigation, testing, remediation services, extra expense or business interruption. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

If loss or damage otherwise covered by this Policy occurs, and the cost of removal of debris is increased due to the presence of rust, mold, moss, fungus, bacterial infestation, wet or dry rot and extremes of temperature or humidity, this Policy will only be liable for the costs of debris removal which would have been incurred had rust, mold, moss, fungus, bacterial infestation, wet or dry rot or extremes of temperature or humidity not been present in, on, or about the covered property to be removed.
15. Rain, snow, sleet, sand, or dust, whether driven by wind or not, to the interior of any building or structure, or the property inside the building or structure, unless the building or structure first sustains Windstorm or Hail damage to its roof, windows or walls through which the rain, snow, sleet, sand or dust enters.

16. Unless coverage and applicable limits are indicated in Item II C of the Declarations, FLOOD, as defined by Section G of the Policy, that causes loss to any property located within a 100 Year Flood Zone, as designated or defined by the Federal Emergency Management Agency, U.S. Army Corps of Engineers, USGS or other recognized agency, unless specifically endorsed onto this Policy.

17. Unless coverage and applicable limits are indicated in Item 2C of the Declarations, EARTH MOVEMENT as defined by Section G of the Policy.

18. Electrical breakdown of any electrical machinery or apparatus while said equipment is undergoing an insulation breakdown test or is being dried out, unless direct physical damage not otherwise excluded by this Policy results to insured property, in which event, this Policy shall cover only such resulting damage.

19. Electrical injury or disturbance caused by electrical currents artificially generated;

20. Rupture or bursting of rotating or moving parts of machinery caused by centrifugal force or mechanical breakdown; water hammer; rupture or bursting of water pipes; rupture or bursting due to expansion or swelling of the contents of any building or structure, caused by or resulting from water; or rupture, bursting of operation of pressure relief devices.

21. Explosion, rupture or bursting of steam black liquor recovery boilers, steam boilers, steam pipes, steam turbines or steam engines owned, leased or operated under the Insured's control. But, if direct physical loss or damage by fire or combustion explosion ensues, this Policy will cover for such ensuing loss or damage. This Policy will also cover direct physical loss or damage caused by or resulting from explosion of gases or fuel within the furnace of any fired vessel or within the flues or passages through which the gases of combustion pass; and for direct explosion loss caused by internal pressure of steam in processing machinery, equipment or apparatus.

22. Material change or alteration in the design or construction of covered property but this shall not apply to temporary alterations or changes which are incidental to the performance of necessary repairs.

This Policy does not insure loss or damage caused by any of the following unless direct physical loss or damage by an insured peril ensues and then this Policy insures only such ensuing direct physical loss or damage.

23. Corrosion, decay, deterioration, erosion, evaporation, inherent vice, latent defect, leakage, loss of weight, marring or scratching, rust, shrinkage, wear and tear or any quality in property which causes it to damage or destroy itself.

24. Interruption of incoming electricity, fuel, water, gas, steam, refrigerant or other services caused by an OCCURRENCE not at the premises described in the declarations.

25. Settling, shrinking, cracking, expansion or contraction in foundations, walls, floors, buildings, patios, walkways, driveways, roads, or ceilings.

26. Error, omission or deficiency in design, plans, specifications, engineering or surveying.

27. Faulty or defective workmanship, process, materials or supplies.

E. GENERAL CONDITIONS

1. Observance of Conditions

Full compliance with all terms and conditions of this Policy by the INSURED shall be a condition precedent to any liability of the COMPANY to make payment for loss covered under this Policy.
2. Misrepresentation & Fraud

This Policy shall be void if the INSURED has concealed or misrepresented any material fact(s) or circumstance(s) concerning this insurance or the subject thereof, or in case of any fraud, attempted fraud or false swearing by the INSURED touching any matter relating to this insurance or the subject thereof, whether before or after a loss.

3. Inspection & Audit

While this Policy is in effect, the COMPANY can, at any reasonable time, inspect the INSURED’S property and operations. However, any recommendations or information provided as a result of such inspection(s) is not intended as a substitute for advice from a safety expert or legal counsel the INSURED may retain for their intended purpose(s). It is not intended to satisfy any legal duty the INSURED may have to provide a safe premises, workplace, product or operation.

The COMPANY may also examine and audit the INSURED’S books and records at any reasonable time during the Policy period, and within one year after the final termination of the Policy, as long as they relate to the subject matter of this Policy.

4. Examination Under Oath

The INSURED shall submit and, so far as is within their power, shall cause all other persons to submit, to examination or examinations under oath by any persons named by the COMPANY relative to any and all matters in connection with a claim, and shall produce for examination all books of account, bills, invoices, and other vouchers or certified copies thereof if originals are lost, at such reasonable time and place as may be designated by the COMPANY or its representatives as often as the COMPANY deems necessary, and shall permit extracts and copies thereof to made.

5. In Case of Loss

a. Notice of OCCURRENCE:

   The INSURED will, as soon as practicable, report in writing to the COMPANY every OCCURRENCE that may give rise to a claim under this Policy.

b. Proof of Loss:

   The INSURED will as soon as practicable, file with the COMPANY a signed and sworn detailed proof of loss.

c. Payment of Loss:

   All adjusted claims will be due and payable no later than sixty days after presentation and acceptance of proof of loss by this COMPANY.

6. Subrogation

If the COMPANY pays a claim under this Policy, it will be subrogated, to the extent of such payment, to all the INSURED’S rights of recovery from other persons, organizations and entities. The INSURED will execute and deliver instruments and papers and do whatever else is necessary to secure such rights.

The COMPANY will have no rights of subrogation against:

a. any person or entity, which is an Additional Insured;

b. any other person or entity, against which the INSURED has waived its rights of subrogation in writing before the time of loss.
Notwithstanding the foregoing, it is a condition of this Policy that the COMPANY shall be subrogated to all the INSURED’S rights of recovery against:

a. Any Architect or Engineer, whether named as an INSURED or not, for any loss or damage arising out of the performance of professional services in their capacity as such and caused by any error, omission, deficiency or act of the Architect or Engineer, by any person employed by them or by any others for whose acts they are legally liable, and;

b. Any manufacturer or supplier of machinery, equipment or other property, whether named as an INSURED or not, for the cost of making good any loss or damage which said party has agreed to make good under a guarantee or warranty, whether expressed or implied.

The INSURED will act in concert with the COMPANY and all other interests concerned in the exercise of such rights of recovery.

If any amount is recovered as a result of such proceedings, the net amount recovered after deducting the costs of recovery, will accrue first to the COMPANY in proportion to their respective interests. Any excess of this amount will be remitted to the INSURED. If there is no recovery, the interests instituting the proceedings will bear the expense of the proceedings proportionately.

The INSURED will do nothing after loss to prejudice such rights of subrogation.

7. Recovery and Salvage

Any recovery or salvage will apply as if recovered or received prior to the loss settlement and the loss or damage will be readjusted accordingly, except for:

a. proceeds from subrogation and other insurance recovered or received after a loss settlement under this Policy;

b. any recovery from suretyship, insurance, reinsurance, security or indemnity taken by or for the benefit of the COMPANY.

8. Contributing Insurance

Permission is granted for other policies written upon the same plan, conditions, and provisions as those contained herein.

This Policy will contribute to the total of each loss otherwise payable herein to the extent of the participation of this Policy in the total limit of liability, as provided by all policies written upon the same plan, conditions, and provisions as those contained in this Policy.

The adjustment of losses by any contributing insurance COMPANY is not binding on any other contributing insurance COMPANY.

9. Excess Insurance

Permission is granted the INSURED to have excess insurance over the limit of liability set forth in this Policy without prejudice to this Policy, nor will the existence of such insurance, if any, reduce any liability under this Policy.
10. Other Insurance

Except as stated in the CONTRIBUTING INSURANCE and EXCESS INSURANCE provisions of this Policy, if there is other insurance which is issued by another valid Policy or Policies of insurance, whether primary or excess, whether collectible or not, this Policy will apply as excess insurance and will not contribute with such other insurance, nor shall the COMPANY be liable to make any payment in connection with any such portion of a claim or suit.

11. Reduction of Limits of Insurance

With the exception of direct physical loss or damage caused by perils which are subject to annual aggregate limits, any loss or damage hereunder will not reduce the amount of this Policy.

12. Brands & Trademarks

In any case of direct physical loss or damage by an insured peril to insured property bearing a brand, trademark or label, the COMPANY may take all or any part of the property at any agreed or appraised value. If so, the INSURED may, at its own expense:

a. Stamp salvage on the property or its container, if the stamp will not physically damage the property; or

b. Remove the brand, trademark or label if doing so will not physically damage the property. The INSURED must re-label the property or its container to comply with the law.

13. Pair & Set

a. In the event of direct physical loss of or damage to any insured article or articles which are part of a pair or set, the measure of loss of or damage to such article or articles will be a reasonable and fair proportion of the total value of the pair or set, giving consideration to the importance of said article or articles, but in no event will such loss or damage be construed to mean total loss of the pair or set, or

b. In the event of loss or damage to any part of property insured consisting, when complete for use, of several parts, the COMPANY will only be liable for the value of the part lost or damaged.

14. Appraisal

If the INSURED and the COMPANY fail to agree as to the amount of loss or damage, each shall, on the written demand of either, made within sixty (60) days after receipt of proof of loss by the COMPANY, select a competent and disinterested appraiser, and the appraisal shall be made at a reasonable time and place. The appraisers shall first select a competent and disinterested umpire, and failing for fifteen (15) days to agree upon such umpire, then on the request of the INSURED or the COMPANY, such umpire shall be selected by a judge of a court of record in the State in which such appraisal is pending. The appraisers shall then appraise the loss, stating separately the value of Covered Property in accordance with the Valuation Clause at the time of loss and the amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. The INSURED and the COMPANY shall each pay his or its chosen appraiser and shall bear equally the other expenses of the appraisal and umpire. The COMPANY shall not be held to have waived any of its rights by any act relating to appraisal.

15. Valuation

At the time and place of loss, the basis of adjustment of a claim, unless otherwise endorsed herein, shall be as follows:

a. Buildings and Structures – The replacement cost new if actually replaced, if not so replaced, ACTUAL CASH VALUE.
b. Property of Others (Including Items Supplied by the Owner) – The Owner's cost or other ACTUAL CASH VALUE, whichever is greater, including the contractor's charges.

c. Temporary Works – The cost to repair or replace the property lost or damaged with material of like kind, quality and condition but in the event not replaced recovery will not exceed ACTUAL CASH VALUE.

d. Valuable Papers and Records - The cost to reproduce the property with other property of like kind and quality including the cost of gathering or assembling information from back up data if replaced, or if not replaced, at the value of blank material;

e. ELECTRONIC MEDIA or ELECTRONIC DATA shall be valued at the cost of the blank media, plus the costs of copying or restoring ELECTRONIC DATA from back-up or from originals of a previous generation, not including research and engineering or the costs or expense of recreating, gathering or assembling such ELECTRONIC DATA.

This Policy does not insure any amount pertaining to the value of such ELECTRONIC DATA to the INSURED or any other party, even if such ELECTRONIC DATA cannot be recreated, gathered or assembled. If not repaired, replaced or restored, ELECTRONIC MEDIA shall be valued at the cost of the blank media.

The COMPANY will use the REPLACEMENT COST provided that the INSURED actually repairs or replaces the lost or damaged property, or begins to repair the damaged covered property, within 24 months from the date of loss or damage; otherwise, the COMPANY will pay for losses to covered property by the ACTUAL CASH VALUE.

16. Loss Payable

Any individual or organization maintaining a valid financial interest in property insured hereunder where such financial interest is secured through a debt instrument, including a loan or trust certificate, will be considered a Loss Payee for purposes of this Policy; providing however, and as a condition precedent to qualification hereunder as Loss Payee, that such debt instrument be executed prior to any loss or damage to such property insured hereunder and providing any such Loss Payee interest in property insured hereunder is specifically identified by the INSURED to the COMPANY at the time loss or damage to the property insured hereunder is reported to the COMPANY; however, not later than the time any sworn Proof of Loss is submitted to the COMPANY.

17. Territory

This Policy covers within the fifty (50) states comprising the United States of America, including the District of Columbia and Canada, except that we will not cover property in transit by water or air to and from Alaska or to and from Hawaii.

18. Assignment

The INSURED agrees not to assign and/or transfer any legal rights or interests in the Policy without the COMPANY’S written consent.

19. Benefit to Bailee

The Policy will not inure, directly or indirectly, to the benefit of any carrier or bailee.

20. Abandonment

There will be no abandonment of any property to the COMPANY.
21. Suit Against Company

No suit or action on this Policy for the recovery of any claim will be sustainable in any court of law or equity, unless the INSURED will have fully complied with all the requirements of this Policy. Any action or proceeding against the COMPANY for recovery of any loss or damage under this Policy must be commenced within twelve months after the occurrence of the loss or damage, unless a longer period of time is provided by applicable statute.

22. Cancellation

a. This Policy may be cancelled by the INSURED by mailing to the COMPANY written notice stating when, thereafter, such cancellation shall be effective. The COMPANY may cancel this Policy by mailing to the INSURED at the address shown in the Policy written notice stating when, not less than thirty (30) days thereafter, such cancellation will be effective. In the event of non-payment of premium, the COMPANY shall only be required to provide a ten (10) days notice of cancellation. The mailing of notice as aforementioned shall be sufficient proof of notice and the effective date of cancellation stated in the notice shall become the end of the Policy period. Delivery of such written notice either by the INSURED or by the COMPANY shall be equivalent to mailing.

b. If the INSURED cancels, earned premiums will be calculated on a pro-rata basis. If the COMPANY cancels, the earned premium will be calculated on a short rate basis.

c. Premium adjustment may be made at the time cancellation is effected and, if not then made, shall be made as soon as practicable after cancellation becomes effective. The COMPANY’S check or the check of its representative mailed or delivered as aforesaid shall be a sufficient tender of any refund of premium due to the INSURED.

23. Statutes

If any of the provisions of this Policy conflict with the laws or statutes of any jurisdictions in which this Policy applies, the provisions of this Policy shall be amended to conform to such laws or statutes.

24. Protection of Property

The INSURED will take reasonable steps to protect, recover or save the property insured and minimize any further or potential loss or damage when the property insured has sustained direct physical loss or damage by an insured peril. The acts of the INSURED or the COMPANY in protecting, recovering or saving the property insured will not be considered a waiver or an acceptance of abandonment. The INSURED and the COMPANY will bear the reasonable expense incurred proportionate to their respective interests under this Policy.

25. Sub-limits of Insurance

The Sub-limits of Insurance in Item II of the Declarations shall apply to all extensions and/or coverages provided therein, including any Loss of Revenue Coverage, if purchased and/or endorsed to this Policy, except that the coverage provided by this Policy as respects the perils of EARTH MOVEMENT, NAMED WINDSTORM and FLOOD shall be subject to the annual aggregate Sub-limits of Insurance shown in Item II of the Declarations.

26. Certificates of Insurance

Any Certificate of Insurance issued in connection with this Policy shall be issued solely as a matter of convenience or information for the addressee(s) or holder(s) of said Certificate of Insurance. This Policy may only be modified by endorsement issued by the COMPANY.
G. DEFINITIONS

The following definitions will be applied in the interpretation of certain wording used herein:

1. NAMED WINDSTORM

Any windstorm or weather disturbance assigned a name by the National Weather Service, Insurance Service Offices, or any other recognized meteorological authority.

2. EARTH MOVEMENT

All earthquake, landslide, mudslide, mudflow, volcanic eruption, earth sinking (other than sinkhole collapse), rising, shifting, mine subsidence, or other earth movement, whether observable or not observable, and whether man-made or caused by natural phenomena.

3. FLOOD

A condition of inundation of normally dry areas, including dewatered areas, that results from;

Rainfall and resultant runoff, rising water, surface water, storm surge, waves, tidal water, tidal wave or tsunami, all whether driven by wind or not, and/or;

The overflowing of any breach of streams, rivers, lakes, reservoirs or other bodies or water; or spray from any of the foregoing, all whether driven by wind or not.

4. CONTAMINANTS OR POLLUTANTS

Any material which after its release can cause or threaten damage to human health or human welfare or causes or threatens damage, deterioration, loss of value, marketability or loss of use to property insured hereunder, including, but not limited to, bacteria, mold, fungi, virus, or hazardous substances as listed in the Federal Water Pollution Control Act, or as designated by the U.S. Environmental Protection Agency.

5. INSURED

The person(s) or company(ies) identified on the Declaration pages of this Policy.

6. OCCURRENCE

OCCURRENCE means all losses or damages that are attributable directly or indirectly to one cause, event, incident or repeated exposure to the same cause, event or incident, or to one series of similar causes, events, incidents or repeated exposures to the same cause, event, or incident first occurring in the policy period. All such losses and/or damages and the total amount of such losses and/or damages will be treated as one occurrence regardless of the period of time or area over which such losses and/or damages occur, unless a specific period of time is otherwise set forth herein. The most the COMPANY will pay for loss or damage in any one OCCURRENCE is the applicable Limit of Insurance shown in Item II. A. of the Declarations.

Each direct physical loss or damage caused by EARTH MOVEMENT and/or FLOOD will constitute a single OCCURRENCE. If more than one EARTH MOVEMENT and/or FLOOD occurs within any period of 72 hours during the term of this Policy, the INSURED may elect the moment when the 72 hour period will begin.

This extension does not insure loss or damage caused by any EARTH MOVEMENT or FLOOD first occurring before the inception date and time of this Policy, nor for any loss first occurring after the expiration date and time of this Policy.
7. WATER DAMAGE

All water damage, except damage caused by or resulting from the peril of FLOOD.

8. ELECTRONIC DATA

Facts, concepts, information or data, including compilations thereof, in a form useable or intended for use or processing by COMPUTERS or for storage on ELECTRONIC MEDIA. ELECTRONIC DATA includes but is not limited to files, programs, applications, operating systems, and other coded instructions for the processing, calculation and storage of facts, concepts and information by COMPUTERS.

9. ELECTRONIC MEDIA

Any physical device that holds, stores, contains or transfers ELECTRONIC DATA, and includes but is not limited to disks, drives, films, tapes, records, drums, or cells.

10. COMPUTERS

Includes but is not limited to mainframes, servers, workstations and portable computers, personal information managers, wide and local area network hardware, electronic and electromechanical equipment, data processing equipment, electronic controls for machinery, electronically programmed memory chips, and electronically controlled communication equipment.

11. COMPUTER VIRUS

Instructions, code, applications or any software program that has the ability or is suspected to have the ability to damage, destroy, erase, corrupt, alter, or prevent access to ELECTRONIC DATA, ELECTRONIC MEDIA or COMPUTERS or to disrupt or interfere with the operations of COMPUTERS.

12. REPLACEMENT COST

The cost to repair or replace the property lost or damaged at the time and place of loss with material of like kind and quality.

13. ACTUAL CASH VALUE

The original cost to purchase and install the property lost or damaged, less a deduction for depreciation.

14. COMPANY

COMPANY means the insurer shown on the Declarations.

15. VALUES AT RISK AT TIME OF LOSS

Values at risk at time of loss means the value of all Covered Property on the date of loss.
NUCLEAR, BIOLOGICAL, CHEMICAL, RADIOLOGICAL EXCLUSION ENDORSEMENT

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<tr>
<th>Named Insured</th>
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<td>10/01/2015 to 10/01/2016</td>
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Issued By (Name of Insurance Company)
Westchester Surplus Lines Insurance Company

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

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

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

This insurance does not apply to:

A. Loss or damage arising directly or indirectly from nuclear detonation, reaction, nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, or due to any act or condition incident to any of the foregoing, whether such loss be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to, or aggravated by, any physical loss or damage insured against by this Policy or Coverage Part, however such nuclear detonation, reaction, nuclear radiation or radioactive contamination may have been caused. This exclusion replaces any other nuclear detonation, nuclear reaction, nuclear radiation or radioactive contamination exclusions found elsewhere in this Policy.

B. Loss or damage arising directly or indirectly from the dispersal, application or release of, or exposure to, chemical, radiological, or biological materials or agents, all whether controlled or uncontrolled, or due to any act or condition incident to any of the foregoing, whether such loss be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to, or aggravated by, any physical loss or damage insured against by this Policy or Coverage Part, however such dispersal, application, release or exposure may have been caused.

C. If this endorsement is attached to a Commercial Inland Marine Policy or Coverage Part, the term loss or damage is changed to Loss.
TERRORISM EXCLUSION ENDORSEMENT

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</table>

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

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

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

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

A. This insurance does not cover loss, damage, injury, expense, cost, or legal obligation directly or indirectly caused by or resulting from any of the following, regardless of any other cause or event, whether or not insured under this policy, contributing concurrently or in any other sequence thereto:

1. "Act of Terrorism"; or

2. Actions taken by or on behalf of any government or any branch or division thereof (including, without limitation, the uniformed armed forces, militia, police, state security, and anti-terrorism agencies) in responding to, preventing, combating, defending or retaliating against any "Act of Terrorism"; or

3. dispersal, application, or release of any actual or alleged pathogen, poison, biologic or chemical product, material, waste or substance as a result of an Act of Terrorism, and it reasonably appears that one purpose of the Act of Terrorism was to release such product, material, waste or substance.

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

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

B. As used in this endorsement:

1. "Act of Terrorism" means any act against persons, organizations or property of any nature that involves the following or preparation for the following:

   a. Use or threat of force or violence; or

   b. Commission or threat of a dangerous act; or

   c. Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and
2. Appears to be intended, in whole or in part, to:
   
   a. Intimidate or coerce a government or the civilian population; or
   
   b. Disrupt any segment of a nation's economy; or
   
   c. Influence the policy of a government by intimidation or coercion; or
   
   d. Affect the conduct of a government by mass destruction, assassination, kidnapping or hostage-taking; or
   
   e. Further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology; or
   
   f. Respond to governmental action or policy.

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

C. Exception Covering Certain Fire Losses

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

All other terms and conditions remain unchanged.
**TRADE OR ECONOMIC SANCTIONS ENDORSEMENT**

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**Issued By (Name of Insurance Company)**
Westchester Surplus Lines Insurance Company

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

This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing insurance, but not limited to, the payment of claims. All other terms and conditions of policy remain unchanged.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Information about service of suits upon the company is given below. Service of process of suits against the company may be made upon the following person, or another person the company may designate:

Chief Financial Officer of the State of Florida  
Department of Financial Services  
200 E. Gaines Street  
Tallahassee, FL 32399

The person named above is authorized and directed to accept service of process on the company's behalf in any action, suit or proceeding instituted against the company. If the insured requests, the company will give the insured a written promise that a general appearance will be entered on the company's behalf if a suit is brought.

If the insured requests, the company will submit to the jurisdiction of any court of competent jurisdiction. The company will accept the final decision of that court or any Appellate Court in the event of an appeal. However, nothing in this endorsement constitutes a waiver of company's right to remove an action to a United States District Court, or to seek a transfer of a case to another court as permitted by the laws of the United States or of any state in the United States.

Florida law requires that the Chief Financial Officer of the State of Florida be designated as the company's agent for service of process. In Florida the company designates the Chief Financial Officer as the company's true and lawful attorney upon whom service of process on the company's behalf may be made. The company also authorizes the Chief Financial Officer to mail process received on the company's behalf to the company person named below.

Saverio Rocca, Assistant General Counsel  
ACE Group of Insurance Companies  
436 Walnut Street  
Philadelphia, PA 19106-3703

NOTHING HEREBIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED.
POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM INSURANCE COVERAGE

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

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY YOUR POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 85% FOR YEAR 2015, 84% BEGINNING ON JANUARY 1, 2016; 83% BEGINNING ON JANUARY 1, 2017, 82% BEGINNING ON JANUARY 1, 2018; 81% BEGINNING ON JANUARY 1, 2019 AND 80% BEGINNING ON JANUARY 1, 2020, OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM THAT WOULD BE CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

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

You elected NOT to purchase terrorism coverage under the Act at the price indicated. ACCORDINGLY, WE WILL NOT PROVIDE THIS COVERAGE AND YOU DO NOT OWE THE ADDITIONAL PREMIUM FOR THAT COVERAGE INDICATED BELOW.

Terrorism coverage described by the Act under your policy was made available to you for additional premium in the amount of $14,397, however you elected to decline such coverage.
MINIMUM EARNED PREMIUM ENDORSEMENT

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Issued By (Name of Insurance Company)
Westchester Surplus Lines Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMERCIAL INLAND MARINE COVERAGE PART

If you cancel this policy before the expiration date of the policy, we will charge you a minimum earned premium, as set forth below. If we cancel the policy, no minimum earned premium applies.

The minimum earned premium for this policy is $71,985

If you cancel the policy, we will calculate the return premium as set forth in the Common Policy Conditions, the policy Reporting Endorsement, if any, and amendatory endorsements, if any, attached to this policy. After we determine your return premium we will subtract it from the policy term premium to determine the earned premium.

We will then compare our earned premium to the minimum earned premium above. If the earned premium is less than the minimum earned premium, we will return to you the difference between the policy term premium and the minimum earned premium. If the earned premium is more than the minimum earned premium, we will return to you the difference between the policy term premium and the earned premium determined as set forth in the Common Policy Conditions, the policy Reporting Endorsement, if any, and amendatory endorsements, if any, attached to this policy.

All other terms and conditions remain unchanged.
CANCELLATION CLAUSE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

ENGINEERED RISK COVERAGE PART

This clause supersedes other cancellation clauses made a part of this policy.

CANCELLATION: This policy may be canceled by the Insured by surrender thereof to the Company or by mailing to the Company written notice stating when thereafter such cancellation shall be effective. This policy may be canceled by the Company by mailing to the Insured at the mailing address shown in this policy at last known address, written notice, with or without tender of the excess of paid premium above the pro rata earned premium for the expired time, stating when, not less than 60 days thereafter (10 days for non-payment of premium) such cancellation shall be effective.

Proof of mailing of notice as aforesaid shall be sufficient proof of notice. The effective date and hour of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the Insured or this Company shall be equivalent to mailing.

If the Insured cancels, earned premiums due to the Company shall be in accordance with the policy provisions, and shall be computed in accordance with the customary short rate table and procedure. The provisions of the Hurricane Minimum Earned Premium endorsement, if attached to this policy, replace the customary short rate table and procedure.

If the Company cancels, earned premiums shall be computed pro rata. Premium adjustment shall be made as soon as practicable after cancellation becomes effective.

All other terms and conditions remain unchanged