### CENTRAL FLORIDA EXPRESSWAY AUTHORITY

#### **MEMORANDUM**

TO:

**CFX Board Members** 

FROM:

Aneth Williams, Director of Procurement

DATE:

August 2, 2016

SUBJECT:

Approval of Insurance Proposal with FMIT Contract 000392

In order to obtain insurance on its assets, CFX utilizes an independent insurance broker, Arthur J. Gallagher Risk Management Services, Inc. (Gallagher), for risk management advice and the solicitation and evaluation of proposals for insurance coverage. Our current insurance policy for Workers Compensation/Employer's Liability, General Liability & Public Officials Liability, Automobile Liability, and Property & Crime expires on 9/30/16, and is with Florida Municipal Insurance Trust (FMIT), administered by the Florida League of Cities.

Gallagher marketed the CFX's package program again this year. There were a total of five carriers that were approached. Gallagher received one declination, and two indications that were not competitive. The other quote was from Zurich which was not as competitive due to the significantly higher deductible. The renewal quote from FMIT for the upcoming year of 10/1/16 to 9/30/17 has a policy premium for \$154,504. This is an increase of 8% from last year's premium. Gallagher recommends renewing the policy with FMIT for the following reasons:

- FMIT is one of the few insurers which is able/willing to provide coverage for the unique exposure posed by CFX's roadways.
- Gallagher has found FMIT to have an on-going stable program.
- This quote is competitively solicited as noted above.

Staff concurs with Gallagher's recommendation and requests that the Board approve the insurance policy for 10/1/16 to 9/30/17 with FMIT at a premium not to exceed \$160,000 (which will allow for possible slight increases or additions for property). The amount of \$160,000 is included in the FY 2017 adopted Budget.

Reviewed by: Marc Ventura, Assistant Manager of Accounting and Finance

4974 ORL TOWER RD. ORLANDO, FL 32807 | PHONE: (407) 690-5000 | FAX: (407) 690-5011



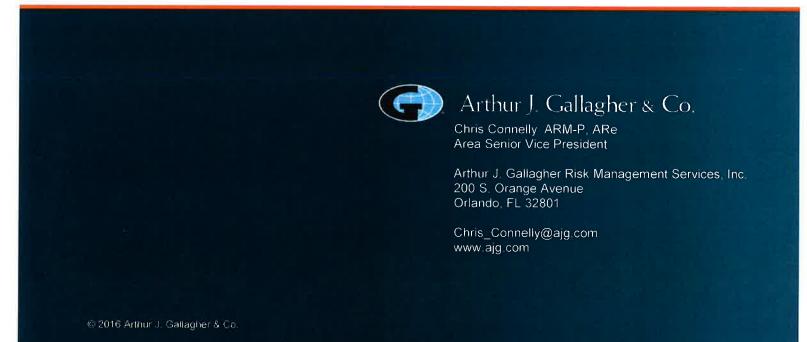


# Insurance Proposal Prepared For

## Central Florida Expressway Authority

Central Florida Expressway Authority 4974 ORL Tower Road Orlando, FL 32807

Presented: July 22, 2016 Revised: August 1, 2016



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#### **Executive Summary**

Arthur J. Gallagher Risk Management Services, Inc. appreciates the opportunity to present this proposal for your consideration.

This program renews October 1, 2016 for a period of one year and includes coverage for Real and Personal Property, Time Element, Machinery & Equipment Breakdown, Crime, Faithful Performance, General Liability, Employee Benefits Administration Liability, Errors & Omissions (Public Officials) Liability, Employment Practices Liability, Auto Liability, Auto Physical Damage and Workers Compensation / Employers Liability.

#### **CFX EXPOSURE CHANGES**

The most significant change for CFX's casualty renewal in 2016 was the increase in exposure for property and workers compensation. CFX's exposures increased from expiring as follows:

Exposure	2015	2016	% CHANGE
Property Insured Values	\$29,277,551	\$32,225,713	+10%
Workers Compensation Payroll	\$5,463,558	\$6,453,481	+18%

#### 2016 MARKETING & RENEWAL RESULTS

A full marketing of CFX package program was conducted as in previous years. We approached the following carriers in an effort to provide the most comprehensive and cost effective insurance program. Additionally, we have several options to consider with your current insurers should CFX desire to retain more risk.

CARRIER	RESPONSE	COMMENTS
Florida Municipal Insurance Trust	Quoted	Package: \$154,504 Property Deductible \$5K / 3% Named Storm Liability Deductible \$0 Auto Physical Damage Deductible \$500 WC Deductible \$0  *NOTE: FMIT has over the past several years paid a member dividend back to CFX. This dividend check to CFX is projected to be \$5,647 after the 10/1/2016 renewal is bound
Public Risk Management of Florida	Indication, Not- Competitive	Package: Declined to formally quote as their pricing was dramatically higher than FMIT
Brit – Lloyds	Indication, Not Competitive	Package: Indicated a minimum premium of \$150,000 for \$50,000 self-insured retention for all lines of insurance. Additionally, Brit cannot insure the full property limit which would result in additional premium costs.
Zurich	Quoted Property Option	Property: Could add property TIV of \$32,225,713 to the current Zurich Bridge property policy subject to the same terms and conditions including \$100K deductible and \$500K Named Storm deductible.
Travelers	Declined to Quote	Package: Declined to formally quote

#### **Executive Summary (Cont.)**

Currently, the CFX FMIT package program is on guaranteed cost with the only deductible applying being a \$5,000 property deductible and \$500 comp/collision for auto physical damage coverage. FMIT has provided the below deductible options of \$5,000, \$25,000 and \$50,000 across all lines of coverages.

#### Option 1: Higher Deductible of \$5,000 with FMIT

- Provides CFX roughly \$2,316 in premium savings; however, CFX must retain all losses below \$5,000.
- In the past 5 years, CFX has total incurred losses of \$29,064 on average below the \$5,000 deductible.
- If future loss history improves, CFX could save money; however, it is exposed to more risk and would pay more if claims experience continues to be unfavorable.

#### Option 2: Higher Deductible of \$25,000 with FMIT

- Provides CFX roughly \$16,797 in premium savings; however, CFX must retain all losses below \$25,000.
- In the past 5 years, CFX has total incurred losses of \$83,501 on average below the \$25,000 deductible.
- If future loss history improves, CFX could save money; however, it is exposed to more risk and would pay
  more if claims experience continues to be unfavorable.

#### Option 3: Higher Deductible of \$50,000 with FMIT

- Provides CFX roughly \$25,357 in premium savings; however, CFX must retain all losses below \$50,000.
- In the past 5 years, CFX has total incurred losses of \$108,501 on average below the \$50,000 deductible.
- If future loss history improves, CFX could save money; however, it is exposed to more risk and would pay
  more if claims experience continues to be unfavorable.

An overview of the total premium from last year, as well as these options for consideration are included below:

		EXPIRING I	PROGRAM		PROPO	SED PROGRAM		
LINE OF COV	CARRIER	COST	CARRIER	OPTION 1 AS EXPIRING	OPTION 2 \$5,000 DEDUCTIBLE	OPTION 3 \$25,000 DEDUCTIBLE	OPTION 4 \$50,000 DEDUCTIBLE	
Package Policy Including:  Property including B&M Crime, Finance Director Bond & Faithful Performance; General Liability including EBL; Public Official Liability including EPL; Auto Liability; Auto Physical Damage; Workers Compensation/ Employee Liability	Premium Estimated Cost Annualized Cost TRIA Premium	Florida Municipal Insurance Trust (Florida Municipal Insurance Trust)	\$48,256 Included Included Included \$19,507 Included \$30,458 Included \$4,160 \$1,526 \$39,398	Florida Municipal Insurance Trust (Florida Municipal Insurance Trust)	\$51,235 Included Included Included \$17,996 Included \$30,155 Included \$4,458 \$1,826 \$48,834	\$51,235 Included Included Included \$17,075 Included \$29,769 Included \$3,992 \$1,826 \$48,291	\$49,330 Included Included Included \$15,104 Included \$28,783 Included \$3,476 \$1,826 \$39,188	\$47,733 Included Included Included \$15,502 Included \$28,032 Included \$3,212 \$ 1,826 \$32,842
	Total Estimated Program Cost		\$143,305		\$154,504	\$152,188	\$137,707	\$129,147
Percentage Change from Expiring					8%	6%	-4%	-10%

#### **Executive Summary (Cont.)**

Details of FMIT's offer for the 10/1/16 renewal are outlined in this proposal and the total premium for 2016 is \$154,504. This is an increase of approximately 8% from expiring which is a result of increased in your 2016 property values and payroll exposure.

It is also important to note that recent rulings by the Florida Supreme Court are currently impacting workers compensation claims costs for all employers in the State, and have resulted in proposed NCCI rate increases. FMIT has confirmed that any changes to filed rates will not be assessed for 2016; however, this is important to note for future budgeting. We will of course keep CFX aware of the changes and their impact to public entities across the State.

FMIT has released their changes to Coverage Trust Agreement and the summary they provided in included within the Proposal. FMIT has not confirmed whether any changes will apply to any other coverage forms. As soon as we have this information, we will advise.

We appreciate the opportunity to work with CFX. In the following pages, we have provided further details on the insurance coverages. Thank you again for allowing us to be your partner in this placement.

#### **Chris Connelly**

### Service Team

Chris Connelly has primary service responsibility for your company. We operate using a team approach. Your Service Team consists of:

NAME / TITLE	PHONE / ALT, PHONE	EMAIL	ROLE
Chris Connelly, ARM-P, ARe Area Senior Vice President	407-563-3513	Chris_Connelly@ajg.com	Producer
Carmen Bishop, AAI Client Service Manager Sr.	407-563-3546	Carmen_Bishop@ajg.com	Client Service Mgr

**Arthur J. Gallagher Risk Management Services, Inc.** Main Office Phone Number: **(407) 370-2320** 

#### Named Insured

LINE OF COVERAGE	NAMED INSURED
Package	Central Florida Expressway Authority

**Note:** Any entity not named in this proposal may not be an insured entity. This may include partnerships and joint ventures.

#### Marketplace Review

We approached the following carriers in an effort to provide the most comprehensive and cost effective insurance program.

INSURANCE COMPANY	LINE OF COVERAGE	RESPONSE	PREMIUM
Florida Municipal Insurance Trust	Package	Recommended Quote	\$154,504.00
Public Risk Underwriters (Program Management Services)	Package	Declined to Quote - Pricing not Competitive	
The Travelers Companies, Inc.	Package	Declined to Quote - Unacceptable Class of Business	
Lloyd's Synd 2987	Package	Indication (Written)* / Property would only provide \$1M in limits subject to a \$50K deductible. Liability would be at a minimum of \$150K for a \$5M limit.	

<sup>\*</sup>The premium indicated is an estimate provided by the market. The actual premium and acceptance of the coverage requested will be determined by the market after a thorough review of the completed application.

#### **Insurance Company Ratings and Admitted Status**

PROPOSED INSURANCE COMPANIES	A.M. BEST'S RATING	ADMITTED / NON- ADMITTED
Florida Municipal Insurance Trust	NA NA	Admitted

If the above indicated coverage is placed with a Non-Admitted Carrier, the carrier is doing business in the state as a surplus lines or non-admitted carrier. As such, this carrier is not subject to the same regulations which apply to an admitted carrier nor do they participate in any insurance guarantee fund applicable in that state.

#### Guide to Best Ratings

Rating	Levels and	Categories

LEVEL	CATEGORY		Financial	Size Categori	es
A++, A+	Superior	(In \$000 c	f Reported Policyholders'	Surplus Plus C	onditional Reserve Funds)
A, A-	Excellent	FSCI	Up to 1,000	FSC IX	250,000 to 500,000
B++, B+	Good	FSC II	1,000 to 2,000	FSC X	500,000 to 750,000
B, B-	Fair	FSC III	2,000 to 5,000	FSC XI	750,000 to 1,00,000
C++, C+	Marginal	FSC IV	5,000 to 10,000	FSC XII	1,000,000 to 1,250,000
C, C-	Weak	FSC V	10,000 to 25,000	FSC XIII	1,250,000 to 1,500,000
D	Poor	FSC VI	25,000 to 50,000	FSC XIV	1,500,000 to 2,000,000
E	Under Regulatory Supervision	FSC VII	50,000 to 100,000	FSC XV	2,000,000 or more
F	In Liquidation	FSC VIII	100,000 to 250,000		
S	Suspended				

Best's Insurance Reports , published annually by A.M. Best Company, Inc., presents comprehensive reports on the financial position, history, and transactions of insurance companies operating in the United States and Canada. Companies licensed to do business in the United States are assigned a Best's Rating which attempts to measure the comparative position of the company or association against industry averages.

A Best's Financial Strength Rating opinion addresses the relative ability of an insurer to meet its ongoing insurance obligations, It is not a warranty of a company's financial strength and ability to meet its obligations to policyholders. View the A.M. Best Important Notice: Best's Credit Ratings for a disclaimer notice and complete details at <a href="https://www.ambest.com/ratings/notice">https://www.ambest.com/ratings/notice</a>.

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<sup>\*</sup>The above A.M. Best Rating was verified on the date the proposal document was created.

#### Insurance Company Ratings and Admitted Status (Cont.)

#### **GUIDE TO BEST'S FINANCIAL STRENGTH RATINGS**

A Best's Financial Strength Rating is an independent opinion of an insurer's financial strength and ability to meet its ongoing insurance policy and contract obligations. The rating is based on a comprehensive quantitative and qualitative evaluation of a company's balance sheet strength, operating

Best	's Fir	nancial :	Strengt	h Ratin	gs		
	_	ting		riptor	Definition		
þ	A+-	+, A+	Super	ior	Assigned to companies that have, in our opinion, a superior ability to meet their ongoing insurance obli- gations.		
Secure	Α, Α	4-	Excell	ent	Assigned to companies that have, in our opinion, an excellent ability to meet their ongoing insurance obligations.		
	B+-	+, B+	Good		Assigned to companies that have, in our opinion, a good ability to meet their ongoing insurance obliga- tions.		
	В, Е	3-	Fair		Assigned to companies that have, in our opinion, a fair ability to meet their ongoing insurance obliga- tions. Financial strength is vulnerable to adverse changes in underwriting and economic conditions.		
	C++	+, C+	Margi	nal	Assigned to companies that have, in our opinion, a marginal ability to meet their ongoing insurance obli- gations. Financial strength is vulnerable to adverse changes in underwriting and economic conditions.		
Vulnerable	С, С	D-	Weak		Assigned to companies that have, in our opinion, a weak ability to meet their ongoing insurance oblig tions. Financial strength is very vulnerable to adverse changes in underwriting and economic conditions.		
Ā	D	D Poor  E Regulatory Supervision  F In Liquidation  S Suspended			Assigned to companies that have, in our opinion, a poor ability to meet their ongoing insurance oblictions. Financial strength is extremely vulnerable to adverse changes in underwriting and economic dictions.  Assigned to companies (and possibly their subsidiaries/affiliates) placed under a significant form of regulatory supervision, control or restraint - including cease and desist orders, conservatorship or rebilitation, but not liquidation - that prevents conduct of normal, ongoing insurance operations.  Assigned to companies placed in liquidation by a court of law or by a forced liquidation.		
	E			atory			
	F			uidation			
	s			nded	Assigned to rated companies when sudden and significant events impact operations and rating impact operations are to a lack of timely or adequate information; or in cases where conting maintenance of the previously published rating opinion is in violation of evolving regulatory requirements.		
Retin	g Me	odifiers					
Modifi	er	Descrip	tor	Defin	lition		
и		Under R	leview	positi	atos the rating may change in the near term, typically within six menths. Generally is event driven, with tive, negative or developing implications.		
pd		Public D	ata	Indica (Disco	ates rating assigned to insurer that chose not to participate in A.M. Best's interactive rating process, onlined in 2010)		
S		Syndica	to	Indica	ates rating assigned to a Lloyd's syndicate.		
Ratin	g OL	stlooke					
Indicate	es pot	ential direc	ction of a	Best's Fina	ancial Strength Rating over an intermediate term, generally defined as 12 to 36 months.		
Positiv					ade due to favorable financial/market trends relative to the current rating level.		
Negativ	ve li	ndicates p	ossible ra	ting down	ngrade due to unfavorable financial/market trends relative to the current rating level.		
Stable	10	ndicates lo	ow likeliho	od of a ra	nting change due to stable financial/market trends.		
Unde	r Re	view Im	plicatio	ne			
					Financial Strength Rating that is in Under Review status based on information currently available.		
Positive	_				le likelihood the company's rating will be raised as a result of A.M. Best's analysis of a recent event.		
Negativ					le likelihood the company's rating will be lowered as a result of A.M. Best's analysis of a recent event.		
Develo	nina	Indicates	there is u	ncertainty	as to the final rating outcome, but there is a reasonable likelihood the company's rating will change as a of a recent event.		

result of A.M. Best's analysis of a recent event

#### **Not Rated Designation**

NR: Assigned to companies that are not rated by A.M. Best.

#### **Rating Disclosure**

A Best's Financial Strength Rating opinion addresses the relative ability of an insurer to meet its ongoing insurance obligations. The ratings are not assigned to specific insurance policies or contracts and do not address any other risk, including, but not limited to, an insurer's claims-payment policies or procedures; the ability of the insurer to dispute or deny claims payment on grounds of misroprosentation or fraud; or any specific liability contractually borne by the policy or contract holder. A Best's Financial Strength Rating is not a recommendation to purchase, hold or terminate any insurance policy, contract or any other financial obligation issued by an insurer, nor does it address the suitability of any particular policy or contract for a specific purpose or purchaser. In arriving at a rating decision, A.M. Best relies on third-party audited financial data and/or other information provided to it. While this information is believed to be reliable, A.M. Best does not independently verify the accuracy or reliability of the information. For additional dotails, see A.M. Best's Torms of Use at www.ambest.com.

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#### **Premium Summary**

The estimated program cost for the options are outlined in the following table:

LINE OF OOLER		EXPIRING PROGRAM		PROPOSED PROGRAM	
LINE OF COVERAG	j E	CARRIER	EXPIRING COST	CARRIER	ESTIMATED COST
Package	Premium Estimated Cost Annualized Cost TRIA Premium	Florida Municipal Insurance Trust (Florida Municipal Insurance Trust)	- \$143,305.00 - Included	Florida Municipal Insurance Trust (Florida Municipal Insurance Trust)	\$154,504.00 <b>\$154,504.00</b> - \$0.00
Total Estimated Program Cost			\$143,305.00		\$154,504.00

Quote from Florida Municipal Insurance Trust (Florida Municipal Insurance Trust) is valid until 10/1/2016

Gallagher is responsible for the placement of the following lines of coverage: Package

It is understood that any other type of exposure/coverage is either self-insured or placed by another brokerage firm other than Gallagher. If you need help in placing other lines of coverage or covering other types of exposures, please contact your Gallagher representative.

### **Payment Plans**

CARRIER	LINE OF COVERAGE	PAYMENT SCHEDULE	PAYMENT METHOD
Florida Municipal Insurance Trust (Florida Municipal Insurance Trust)	Package	Installment Plan: - 25% minimum due October 1, 2016 - 25% minimum due January 1, 2017 - 25% minimum due April 1, 2017 - 25% minimum due July 1, 2017	Agency Bill

#### **Location Schedule**

LINE OF COVERAGE	LOC # / BLDG #	LOCATION ADDRESS	BUILDING DESCRIPTION
	1/1	525 S. Magnolia Avenue Orlando, FL	(Old Administration Building) Office
	2/1	762 South Goldenrod Rd. Orlando, FL	(East Service Center) E-Pass
Package	3/1	8919 W. Colonial Dr. Orlando, FL	(West Service Center) E-Pass
	4/1	4974 Orlando Tower Rd. Orlando, FL 32807	(New Admin Building) Office
	5/1	7015 Mccoy Road Orlando, FL 32822	(PAC VAN modular trailer) Field workers

#### **Program Details**

Coverage: Package - Property Including Boiler & Machinery and Crime

Carrier: Florida Municipal Insurance Trust

Policy Period: 10/1/2016 to 10/1/2017

The following is a general summary of the Insuring Agreement. Refer to actual policy form for complete terms and conditions.

#### **Coinsurance or Agreed Amount:**

DESCRIPTION	AGREED AMOUNT	COINSURANCE %	
All Covered Property	Yes	N/A	

#### Coverage:

SUBJECT OF INSURANCE	LIMIT TYPE	AMOUNT
Blanket Real & Personal Property	Limit	\$32,225,713
Property In The Open (PITO) Blanket Sub-Limit (Real Property limit is inclusive of PITO Blanket Sub-Limit)	Sublimit	\$100,000 / Changed from expiring; \$25K per Location and \$100K Aggregate
Extra Expense	Limit	\$1,400,000
Electronic Data Processing:		:-
- Equipment		Included in Contents
- Software		Included in Contents
- Equipment Breakdown		Included in Contents
Bond Coverage:		
Employee Theft - Per Loss	Limit	\$500,000
Faithful Performance - Per Loss	Limit	\$500,000
Finance Director	Limit	\$500,000
Crime Coverage:		
Money - Loss Inside	Limit	\$10,000
Outside the Premises	Limit	\$10,000
Forgery or Alteration	Limit	\$100,000

#### **Deductibles:**

COVERAGE	AMOUNT
Per Occurrence - Real & Personal Property, Other Property	\$5,000

### Program Details (Cont.)

#### Deductibles:

COVERAGE	AMOUNT
Named Storm Deductible	3% of the scheduled Building, Personal Property, Other Property (including property in the open) and Business Income. The percentages are calculated using the Schedule of Values on file with FMIT.
Business Income waiting period	72 Hours
Excess Flood Coverage:	-
- Flood Zones A & V deductible is excess of NFIP - Per Building	\$500,000
- Other Flood Zones - Per Occurrence	\$5,000 or AOP deductible, whichever is greater Reduced from \$100,000 on expiring
Equipment Breakdown	
- Direct Coverages	Subject to the Real and Personal Property deductible described in proposal
- Indirect Coverages	Subject to the Time Element deductible described in proposal
- Pay for any loss under Service Interruption	Unless the interruption exceeds 24 hours
Bond Coverage:	-
- Employee Theft - Per Loss	\$100
- Faithful Performance - Per Loss	\$100

#### **Additional Coverage:**

DESCRIPTION	LIMIT TYPE	AMOUNT	BASIS
Property Coverage Extensions:			
Excess Flood Coverage	Limit	\$4,500,000	
Terrorism	Limit	\$5,000,000	
Newly Acquired or Constructed Property	Limit	\$2,000,000	
Newly Acquired Business Personal Property	Limit	\$500,000	
Business Income	Limit	\$500,000	
Extra Expense	Limit	\$1,000,000	
Valuable Papers & Records	Limit	\$3,000,000	
Signs - Not attached to Buildings	Limit	\$25,000	
- Vehicular damage to signs	Limit	\$10,000	Maximum
Accounts Receivable	Limit	\$500,000	
Police Dogs & Horses:			
- Death in line of duty	Limit	\$15,000	
- Annual Maximum	Limit	\$30,000	

### Program Details (Cont.)

### Additional Coverage:

DESCRIPTION	LIMIT TYPE	AMOUNT	BASIS
Electronic Data Processing Equipment (Software)	Limit	\$250,000	
Antiques & Objects of Art:			
- Per Item	Limit	\$15,000	
- Annual Maximum	Limit	\$250,000	Aggregate
Off Premises Power Failure	Limit	\$100,000	
Pollutant Clean Up & Removal	Limit	\$100,000	
Fungus Clean Up & Removal	Limit	\$25,000	
Personal Property Off Premises	Limit	\$250,000	
Personal Property of Others	Limit	\$50,000	
Preservation of Property	Limit	\$100,000	
Service Interruption Coverage	Limit	\$100,000	
Property In Transit	Limit	\$250,000	
Recertification of Equipment/Fire Extinguisher Recharge	Limit	\$250/Day	
Debris Removal		25% of Loss	
Building Ordinance Coverage, Including Demolition		25% of Loss	
Leasehold interest	Limit	\$100,000	
Arson Reward	Limit	\$5,000	
Unintentional Errors & Omissions (Excluding PITO)	Limit	\$100,000 / New to the Renewal	
Equipment Breakdown Coverage - Equipment Breakdown Limit is the most we will pay for loss or damage arising from any "one accident." - coverages apply to all locations covered on the policy, unless otherwise specified:			
- Equipment Breakdown		Subject to the Real and Personal Property Limit described in proposal or \$50,000,000, whichever is less	
- Business Income		Subject to the Business Income Limit described in proposal	
- Extra Expense		Subject to the Extra Expense Limit described in proposal	
- Expediting Expense	Limit	\$1,000,000	
- Hazardous Substances	Limit	\$500,000	
- Spoilage	Limit	\$500,000	
- Data Restoration	Limit	\$500,000	
- "Fungus," Wet Rot, Dry Rot And Bacteria	Limit	\$25,000	

#### Program Details (Cont.)

#### **Additional Coverage:**

DESCRIPTION	LIMIT TYPE	AMOUNT	BASIS
- Service Interruption		Subject to Business Income, Extra Expense and Spoilage Limits	
- Water Damage		Included in Property Coverage	

#### Valuations:

DESCRIPTION	LIMITATIONS
Replacement Cost	Applies

#### Perils Covered:

TYPE	DESCRIPTION
Special Form Perils	Applies

#### Exclusions include, but are not limited to:

other parties held by you in any capacity.

cclusions include, but are not limited to:
DESCRIPTION
Master Coverage Agreement Exclusions AND
Earth Movement Exclusion
Government Action Exclusion
War & Military Action
Nuclear Hazard
Utility Services
War & Military Action
Water, Except as provided in Flood Extension
Fungus, Wet Rot, Dry Rot, Bacteria, Except as provided in Equipment Breakdown Coverage Extension
Wear & Tear
Rain, Snow, Sleet or Ice Damage to Personal Property in the Open
Pollutants
Artificially Generated Electrical Current, Except Resultant Fire
Crime Section: General, All Coverage Parts:  Acts committed by any member; Acts of Employees Learned of by You Prior to the Policy Period; Acts of Officials  Employees or Representatives; Unauthorized release of confidential information; Legal fees, costs or expenses;  Nuclear Hazard; War or Similar Action; Pollution
Faithful Performance: Loss resulting from the failure of any entity acting as a depository for your property or property for which you are

responsible. Damages for which you are legally liable as a result of: (1) The deprivation or violation of the civil rights of any person by an "employee"; or (2) The tortious conduct of an "employee", except the conversion of property of

#### Program Details (Cont.)

Exclusions include, but are not limited to:

#### DESCRIPTION

Employee Theft:

Loss caused by any employee required by law to be individually bonded; Inventory Shortages; Trading

Money & Securities:

Accounting or arithmetical errors or omissions; Exchanges, Purchases, Voluntary Parting; Fire; Loss from Money operated devices; Transfer or surrender of property; Vandalism

Watercraft Exclusion

#### Other Significant Terms and Conditions/Restrictions:

#### DESCRIPTION

FMIT has confirmed, they do not receive any income from this Placement.

FMIT incentive credit of \$43,129 has been applied and is reflected on the total quoted premium of \$154,504

Equipment Breakdown Coverage: "Covered equipment" does not include "electrical generating equipment"; however, this exclusion does not apply to emergency generators.

Named Storm Deductible: The Named Storm deductible is calculated separately & applied individually to each Building, Personal Property, Other Property and Business Income per occurrence.

Coverage provided per expiring forms and FMIT has not released renewal forms which are subject to change.

Earned Premium Endorsement - For locations exposed to Hurricanes

Premium Breakup: Property - \$48,908; Crime - \$254; Financial Director Bond - \$1,418; Faithful performance - \$655 and all included within the premium below.

The \$100,000 limit provided to members by FMIT at no charge may be increased at any time if needed for an additional premium.

Premium \$51,235.00

#### **ESTIMATED PROGRAM COST**

\$51,235.00

#### **Optional Coverages:**

OPTION	COVERAGE	NEW	AMOUNT	DEDUCTIBLE / SIR	OTHER	PREMIUM	TAX
2	Increasing Property Deductible to \$25K	No	_	\$25,000		\$49,330.00	\$0.00
3	Increasing Property Deductible to \$50K	No		\$50,000		\$47,733.00	\$0.00

### **Program Details**

### **Property Statement of Values 2016**

Loc. No.	Address	Building Value	Contents Including EDP Value	Business Income	Extra Expense	Accounts Receivable	Valuable Papers	Other Property	Total
1	525 S. Magnolia Ave., Orlando, FL (old Administration Building)	\$ 3,000,000	\$5,000		NA				
2	762 South Goldenrod Rd., Orlando, FL (East Service Center)	NIL	\$ 280,359	Per	\$300,000				
3	8919 W. Colonial Dr., Orlando, FL (West Service Center)	NIL	\$206,660	Extension	\$300,000				
4	4974 Orlando Tower Rd, Orlando, FL 32807 (New Admin Building)	\$20,000,000	\$28,665,695		\$800,000	Per Extension	Per Extension	Per Extension	
5	7015 McCoy Road, Orlando, FL 32822 (modular trailer)	\$63,000	\$5,000		NA				
	Total	\$23,063,000	\$9,162,713		\$1,400,000				\$32,225,713

This is to acknowledge the values shown are correct to the best of my knowledge.
Client Signature
Date:

#### **Program Details**

Coverage: Package - General Liability Including Public Officials E&O / Employment Practices Liability

Carrier: Florida Municipal Insurance Trust

Policy Period: 10/1/2016 to 10/1/2017

#### Form Type:

COVERAGE	FORM TYPE	RETROACTIVE DATE	PENDING & PRIOR DATE
General Liability	Occurrence	Not Applicable	Not Applicable
Cyber Coverages including Privacy, Network Security and Data Breach	Claims Made	10/1/2012	
Public Officials E&O / Employment Practices Liability			

#### Coverage:

DESCRIPTION	LIMIT TYPE	AMOUNT	BASIS
Employee Benefits Liability			
Public Officials E & O / Employment Practices Liability Limit	Limit	\$5,000,000	Per Occurrence
Comprehensive General Liability		Specific Excess Liability: \$5,000,000 Each Person/Each Occurrence Solely for any liability resulting from entry of claims bill Pursuant to FSS 768.28(5) or liability imposed pursuant to Federal Law	
-		FL768.28 - \$200,000 Each Person; \$300,000 Each Occurrence	
Information Security & Privacy Liability	Limit	\$300,000 / Increased from \$250,000 on Expiring	Each Claim
Information Security & Privacy Liability	Limit	\$300,000 / Increased from \$250,000 on Expiring	Annual Aggregate

#### **Deductibles:**

COVERAGE	AMOUNT
Comprehensive General Liability	\$0
Bert Harris Act/Inverse Condemnation - Policy deductible, whichever is greater	\$5,000
Information Security & Privacy Liability: Privacy Notifications Costs - The remainder has a deductible of \$35,000 The deductible is no longer based on budget. It is now a flat per occurrence deductible. A deductible of \$25,000 applies to IA, IC-IE. A \$10,000 deductible applies to IB.	The Information Security and Privacy Liability deductible was amended effective October 1, 2013.

#### Program Details (Cont.)

#### Any Other Continuity or Specific Dates/Limits applicable to the Claims-Made Conditions:

COVERAGE	CONTINUITY DATE	LIMITS	CONDITIONS
Cyber Coverages including Privacy, Network Security and Data Breach	-		

#### **Definition of Claim:**

#### DESCRIPTION

#### A Claim Means:

- 1. A written demand received by any Member (Insured) for money or services, including the service of a suit or institution of regulatory or arbitration proceedings
- 2. With respect to coverage provided under Insuring Agreement I. C. only, institution of a Regulatory Proceeding against any Member (Insured);
- 3. A written request or agreement to toll or waive a statute of limitations relating to a potential Claim described in paragraph 1. Above

#### Claims Expense Means:

- 1. Reasonable and necessary fees charged by an attorney designated pursuant to Clause II., Defense and Settlement of Claims, paragraph A.;
- 2. All other legal costs and expenses resulting from the investigation, adjustment, defense and appeal of a Claim suit, or proceeding arising in connection therewith, or circumstance which might lead to a Claim, if incurred by the Trust or by the Member with the prior written consent of the Trust;
- 3. The premium cost for appeal bonds for covered judgments or bonds to release property used to secure a legal obligation, if required in any Claim against a Member; provided the Trust shall have no obligation to appeal or to obtain bonds.

Claims Expenses do not include any salary, overhead, or other charges by the Member for any time spent in cooperating in the defense and investigation of any Claim or circumstance that might lead to a Claim notified under this Agreement or costs to comply with any regulatory orders, settlements or judgments.

#### Program Details (Cont.)

Incident or Claim Reporting Provision:

## REPORTING CONDITION TYPE DESCRIPTION

Notice of Claim, Loss or Circumstance that Might Lead to a Claim – Information Security & Privacy Insurance with Electronic Media Liability Coverage:

In the event of an incident or claim, you must see to it that the Trust is notified as soon as possible but in no event shall notice to the Trust be later than the end of this policy period (Agreement) or thirty (30) days after the expiration date of this policy in the case of Claims first made against the insured during the last thirty (30) days of the policy Period

With respect to Insuring Agreement I.B. (Privacy Notification Costs); Any incident or reasonably suspected incident just be reported promptly during the policy period after discovery by the Insured; provided, however that unless the Insured cancels this policy or the Trust cancel for non-payment of premium, incidents discovered by the Insured within sixty (60) days prior to expiration of the Agreement shall be reported promptly, but in no event later than sixty (60) days after the end the Agreement Period, provided further, that if this Agreement is renewed by the Trust and covered Privacy Notification Costs are incurred because of such incident or suspected incident that was discovered by the Insured within sixty (60) days prior to the expiration of the Agreement and first reported during the sixty (60) day post Agreement Period reporting period, then any subsequent Claim arising out of such incident or suspected incident is deemed to have been made during the Agreement Period.

With respect to Insuring Agreement I.F. (Cyber Extortion); In the event of an Extortion Threat to which this Agreement applies, the Member Organization shall notify Trust by contacting the persons specified in the Declarations by telephone immediately upon receipt of any Extortion Threat, and shall thereafter also provide written notice by telecopy or express mail within five (5) days following the Extortion Threat.

With respect to Insuring Agreement I.G.(First Party Data Protection); The Member must forward written notice by express mail or telecopy to the Trust through persons named in the Declarations immediately upon discovery of alteration, corruption, destruction, deletion or damage to or inability to access a Data Asset to which this Agreement applies; provided that all covered Data Protection Loss must be discovered and reported (in accordance with Clause XXVIII., Proof and Appraisal of Loss) to the Trust no later than six months after the end of the Agreement Period.

With respect to Insuring Agreement IH (First Party Network Business Interruption); The Member shall forward immediately to the Trust through persons named in the Declarations, written notice of the interruption or suspension of Computer Systems to which this Agreement applies in the form of a telecopy or express mail. Such notice must be provided during the Agreement Period, or no later than ten (10) days after the end of the Agreement Period for interruptions or suspensions occurring Within ten (10) days of the end of the Agreement Period; provided all covered Business Interruption Loss must be reported to the Trust (in accordance with Clause XXVIIL, Proof and Appraisal of Loss) no later than six (6) months after the end of the Agreement Period

#### Extended Reporting Period (ERP) Options\*:

#### DESCRIPTION

Optional Extended Reporting Period (ERP) Options\* - Information Security & Privacy Insurance with Electronic Media Liability Coverage

In the event that this policy or policy coverage is cancelled or non-renewed; you have the option to purchase an Optional Extension Period for an additional premium. This request must be made to the Trust within 30 days of the termination date of this policy.

\*If ERP coverage is desired, then that request must be in writing to the carrier.

### Program Details (Cont.)

#### Additional Coverage:

DESCRIPTION	LIMIT TYPE	AMOUNT	BASIS
Fire Legal Liability	Limit	Maximum \$500,000	In any one Trust Year
Broad Form Property Damage	Limit	Maximum \$500,000	In any one Trust Year
Extra Contractual Legal Expense	Limit	\$100,000	Aggregate Limit
No-fault Sewer Backup Expense	Limit	\$100,000	Aggregate Limit
Herbicide/Pesticide Spraying:			
- Limit is the General Liability limit or aggregate per fund year, whichever is the lesser amount	Limit	\$1,000,000	
Bert Harris Act/Inverse Condemnation; (amended in response to Florida legislative changes. All claim-related defense expenses are now included within the applicable limit of coverage. Coverage offered will be limited to \$300,000 (standard coverage inclusion), and no longer offer \$500,000 or \$1Million limits, unless grandfathered under existing coverage agreements in effect for the expiring coverage year	Limit	\$300,000	Limit Per Occurrence/Aggregate. Limit includes Defense Costs

### Exclusions include, but are not limited to:

COVERAGE TYPE	DESCRIPTION
General Liability	Per the Master Coverage Agreement Exclusions and including but not limited to:
General Liability	Fire Legal Liability – Liability assumed under an express or implied contract except an incidental contract as defined or interlocal agreements with other governmental entities
General Liability	BI or PD arising out of ownership, maintenance, operation, use of any: - skateboard/skate park facility EXCEPT AS SUCH SKATE FACILTY IS IN COMPLIANCE WITH FLORIDA STATUTE 316.0065 - water theme park - watercraft over 35 feet in length - aircraft owned, operated by, rented to, loaned to any member or any other aircraft operated by any person in the course of his/her employment by any member - pollutants or contaminants, including lead, asbestos or mold
General Liability	Any obligation under Workers Compensation, Employers Liability, Unemployment or Disability Benefits Law or any similar law, including the ADA
General Liability	Loss of use of tangible property not physically injured or destroyed resulting from a delay in lack of performance by or on behalf of the member of any contract or agreement
General Liability	Any act or omission of a member committed while acting outside the course and scope of employment or committed in bad faith with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety or property
General Liability	Real Property in your care, custody, and control
General Liability	Date Related Losses (Y2K) Exclusion
General Liability	Official misconduct of any Member
General Liability	Willful violation of any federal, state or local law, ordinance or regulation committed by or with the knowledge or consent

### Program Details (Cont.)

Exclusions include, but are not limited to:

COVERAGE TYPE	DESCRIPTION
General Liability	Fines, punitive or exemplary damages or any non-compensatory damages or penalties imposed pursuant to any federal or state anti-trust, civil rights, anti-discrimination, or RICO laws
General Liability	Any liability arising out of or in any way connected with the operation of the principles of eminent domain, condemnation proceedings, inverse condemnation or takings law, by whatever name called, whether permanent or temporary, incl'g but not limited to, claims arising out of federal, state or local land use, environmental, air ground or water pollution or health, safety and welfare laws, ordinances or regulations, claims arising from Ch. 95-181, Laws of Florida, as may be amended from time to time, or claims arising from activities by or on behalf of a member which result in permanent or temporary loss of use or value of property, whether such liability accrues directly against the member, or by virtue of any agreement entered into by or on behalf of the member; HOWEVER, this exclusion does not apply to BI, PD or PI resulting from a claim against the member for inverse condemnation; the limit of inverse condemnation claims is the lesser of the amount of liability described in the General //Professional Liability Declarations or \$1,000,000 aggregate per fund year, subject to a deductible of \$5,000 per occurrence
General Liability	Sexual action abuse, communicable disease
General Liability	Excluding inflatable amusement devices such as moon walks or bounce houses
General Liability	Exclusions, Coverage Part Specific:
General Liability	Fire Legal Liability - Liability assumed under any contract or agreement
General Liability	Employment Benefits Liability – Liability arising out of: - Fraud, dishonesty or bad faith of a member; HOWEVER, this exclusion shall not apply to any member who did not a) personally participate in committing any such act or omission or b) remain passive after having personal knowledge of any such act or omission - Intentional violation of any Workers Comp, Unemployment Insurance, Social Security or Disability Benefits law or administrative interpretation of such laws - Failure to provide benefits because said benefits are not properly funded or an insurers failure to comply with the terms of its contract - Advice given to any employee to participate or not participate in any Stock Subscription, Individual Retirement Account or Salary Reduction Plan - Investment or non-investment of employee benefit funds or failure of any investment to perform as expected or predicted - Termination or failure of any employee benefit plan
General Liability	Information Security & Privacy Insurance with Electronic Media Liability Coverage Exclusions include, but are not limited to:  - Claims arising out of or resulting from Bodily Injury or Property Damage - Claims arising out of or resulting from any employer-employee relations, policies, practices acts or omissions, or any actual or alleged refusal to employ any person, or misconduct w1th respect to employees, whether such Claim is brought by an employee, former employee, applicant for employment, or relative or domestic partner of such person - Claims arising out of or resulting from any actual or alleged act, error or omission or breach of duty by any director, officer or Manager in the discharge of their duty if the Claim is brought by the Member, a Subsidiary or any principals, directors, officers, Managers stockholders, members or employees of the Member or a Subsidiary in his or her capacity as such; - Claims arising out of or resulting from any contractual I1abil1ty or obligation, or arising out of or resulting from breach of contract or agreement either oral or written

#### Program Details (Cont.)

#### Exclusions include, but are not limited to:

COVERAGE TYPE	DESCRIPTION
General Liability	Public Officials E & O / Employment Practices Liability Master Coverage Agreement Exclusions AND Public Officials Liability and Employment Practices Liability: Liability arising out of: - based upon or attributable to any member gaining in fact any profit or advantage to which such member was not legally entitled, including remuneration paid in violation of law as determined by the courts - fraud, dishonesty or bad faith of a member; HOWEVER, the member shall be protected under the terms of this Agreement unless a judgment shall establish that acts of active or deliberate dishonesty or fraud committed by such member was material to the cause of action so adjudicated - Non-monetary damages - Future wages as a result of any alleged wrongful employment practice

#### **Defense Limitations:**

COVERAGE TYPE	DEFENSE COST DOLLAR LIMIT	DEFENSE LIMIT	DEFENSE COST TYPE / COMMENTS
	Applies		Other / Defense Costs paid in addition to policy limits

#### Other Significant Terms and Conditions/Restrictions:

#### **DESCRIPTION**

FMIT has confirmed, they do not receive any income from this Placement.

FMIT incentive credit of \$43,129 has been applied and is reflected on the total quoted premium of \$154,504

#### Additional Benefits:

- Premises Operations
- Products/Completed Operations
- Contractual Liability (Designated Contracts Only)
- Owners & Contractors' Protective Liability
- Personal Injury Liability
- Host Liquor Liability
- Incidental Medical Malpractice Liability
- Watercraft Liability
- Advertising Injury Liability
- Skate Facility Liability
- Employment Practices Liability
- Employee Benefits Program Administration Liability
- Crisis Intervention
- HR Helpline Full Legal Support and Online Services
- Cyber Risk Management Tools Web Site

Premium Includes Public Officials E&O / Employment Practices Liability \$30,155

Premium Includes General Liability Premium \$17,996

Premium \$48,151.00

**ESTIMATED PROGRAM COST** 

\$48,151.00

### Program Details (Cont.)

Optional Coverages:

OPTION	COVERAGE	NEW	AMOUNT	DEDUCTIBLE / SIR	OTHER	PREMIUM	TAX
2	Increasing Liability Deductible to \$5K	No		\$5,000		\$46,844.00	\$0.00
3	Increasing Liability Deductible to \$25K	No		\$25,000		\$44,552.00	\$0.00
4	Increasing Liability Deductible to \$50K	No		\$50,000		\$43,136.00	\$0.00

Subject to Audit: Not Auditable

#### **Program Details**

Coverage: Package - Automobile

Carrier: Florida Municipal Insurance Trust

Policy Period: 10/1/2016 to 10/1/2017

#### Coverage:

DESCRIPTION	LIMIT TYPE	AMOUNT
Automobile Liability		Specific Excess Liability: \$2,000,000 Each Person/Each occurrence Solely for any liability resulting from entry of claims bill Pursuant to FSS 768.28(5) or liability imposed pursuant to Federal Law
Comprehensive Automobile Liability	Limit	\$2,000,000
Personal Injury Protection	Limit	\$10,000
Uninsured Motorists Protection	Limit	\$500,000
Automobile Physical Damage:		-
- Collision Coverage		ACV, cost to repair or replace, or stated amount, whichever is less
- Comprehensive Coverage		ACV, cost to repair or replace, or stated amount, whichever is less

#### Deductibles:

COVERAGE	AMOUNT	
Automobile Physical Damage:	•	
- Comprehensive Coverage	\$500	
- Collision Coverage	\$500	

#### **Additional Coverage:**

DESCRIPTION	
Hired / Borrowed Auto Coverage – As Excess	
Employer's Non-Owned Auto Liability As Excess	
Employer Provided Vehicles – Included	
Towing – (PPTs Only) - \$100 Per Disablement	
Rental Reimbursement – (Scheduled PPTs Only) - \$50 per day; \$5,000 Aggregate; 30 Day Maximum	
Physical Damage All Scheduled Vehicles – Actual Cash Value LESS Deductibles of: Other than Collision - \$500 Per Occurrence; Collision - \$500 Per Occurrence	
Hired Car Physical Damage – (PPTs Only): \$50,000 Per Rental; \$100,000 Aggregate; \$2,500 Deductible Per Rental	

#### Program Details (Cont.)

#### **Additional Coverage:**

DESCRIPTION	
Limited Replacement Cost (Owned PPTs)	
Auto Lease Coverage: The most we will pay for any one occurrence is up to \$5,000.00. The most we will pay in any Trust year is up to \$10,000.00.	
Members Personal Effects: In the event of a covered loss, we will pay a maximum of \$1,000 for members' personal effects while in a scheduled private passenger vehicle owned by the Designated Member. The covered vehicle must show evidence of forced entry.	

#### Exclusions include, but are not limited to:

#### DESCRIPTION

Master Coverage Agreement Exclusions AND

Exclusion B, items 1.and 2. are deleted

Any act or omission of a member committed while acting outside the course and scope of employment or committed in bad faith with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety or property

Any member obtaining remuneration or financial gain to which s/he is not entitled

Willful violation of any federal, state or local law, ordinance or regulation committed by or with the knowledge or consent of any member

Official misconduct of any Member

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

- a. That are, or that are contained in any property that is:
- (1) Being transported or towed by, handled, or handled for movement into, onto or from, the covered "auto";
- (2) Otherwise in the course of transit by or on behalf of the "member"; or
- (3) Being stored, disposed of, treated or processed in or upon the covered "auto":
- b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "member" for movement into or onto the covered "auto; or
- c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured". Paragraph a. above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:
- (1) The "pollutants" escape, seep, migrate, or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- (2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in paragraph P of the definition of "mobile equipment". Paragraphs b. and c. above of this exclusion do not apply to "accidents" that occur away from premises owned by or rented to an "member" with respect to "pollutants" not in or upon a covered "auto" if:
- (1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

#### Other Significant Terms and Conditions/Restrictions:

#### DESCRIPTION

FMIT has confirmed, they do not receive any income from this Placement.

FMIT incentive credit of \$43,129 has been applied and is reflected on the total quoted premium of \$154,504

#### Program Details (Cont.)

#### Other Significant Terms and Conditions/Restrictions:

#### **DESCRIPTION**

Injured employee cannot collect UM while collecting Workers' Compensation Benefits

Note: "Vehicles with \$0 value on schedule provided were not included in the quote for APD."

#### Coverage Includes:

- Hired & Non-Owned Liability
- Rental Reimbursement scheduled vehicles
- Lease Differential scheduled vehicles
- Limited Replacement Cost owned private passenger vehicles, SUVs, Pickup Trucks
- Member's Personal Effects

Premium Breakup: Liability - \$4,458; Physical Damage - \$1,826 and all included within the premium below.

Auto Fleet Policy / Schedule: no additional premium on vehicles added after policy inception and valued less than \$100K. This will also apply to any vehicles deleted after policy inception; no return premium will be credited.

#### Auto Disclaimer:

Commercial Auto policies utilize a set of coverage symbols to stipulate a category of covered autos. One or more symbols are assigned to each coverage purchased indicating which autos that coverage applies to. Please refer to your policy and make certain that you read and understand the various auto symbols and associated descriptions. Specific symbols may apply to either a particular kind of vehicle or the vehicle's ownership status. The symbols could also differ depending upon whether the coverage is for liability or physical damage. Also, in certain circumstances, an insurance company may agree to provide coverage for an auto scenario that is not described in the auto symbols. When this occurs, a unique symbol and related description is used. If you have any questions regarding the auto symbols or associated descriptions contained in your policy, please contact us.

Premium		

\$6,284.00

#### **ESTIMATED PROGRAM COST**

\$6,284.00

#### **Optional Coverages:**

OPTION	COVERAGE	NEW	AMOUNT	DEDUCTIBLE / SIR	OTHER	PREMIUM	TAX
2	Increasing Automobile Liability Deductible to \$5K	No	-	\$5,000		\$3,992.00	\$1,826.00
3	Increasing Automobile Liability Deductible to \$25K	No		\$25,000		\$3,476.00	\$1,826.00
4	Increasing Automobile Liability Deductible to \$50K	No	-	\$50,000		\$3,212.00	\$1,826.00

Subject to Audit: Not Auditable

#### Program Details (Cont.)

#### Vehicles:

					TITLE					DEDUCTIBLE			
COMP#	VEH#	YEAR	MAKE / MODEL	VIN	COST NEW	GARAGE ADDRESS	RADIUS	RATING CLASS	GVW	ото	SCL	COLL	STATED AMOUNT
	1	2005	Nissan / Frontier Truck	1N6AD07W85C452221	\$26,900.00			01499		\$500.00		\$500.00	\$26,900.00
	2	2008	Honda / Ridgeline	2HJYK16328H508459	\$21,760.00			01499		\$500.00		\$500.00	\$21,760.00
	3	2008	Honda / Ridgeline	2HJYK16378H524947	\$21,760.00			01499		\$500.00		\$500.00	\$21,760.00
	4	2008	Nissan / Frontier	1N6AD06W58C420350	\$18,391.00			01499		\$500.00		\$500.00	\$18,391.00
	5	2009	Toyota / Camry	4T1BB46K09U085930	\$27,533.00			7398		\$500.00		\$500.00	\$27,533.00
	6	2009	Honda / Civic	JHMFA36259S006135	\$22,809.00			7398		\$500.00		\$500.00	\$22,809.00
	7	2010	Nissan / Frontier	1N6AD0CW1AC447880	\$22,598.00			01499		\$500.00		\$500.00	\$22,598.00
	8	2010	Nissan / Frontier	1N6AD0CU2AC441374	\$20,386.00			01499		\$500.00		\$500.00	\$20,386.00
	9	2010	Hyundai / Santa Fe	5NMSHDAG1AH411459	\$26,522.00			7398		\$500.00		\$500.00	\$26,522.00
	10	2012	Nissan / Frontier	1N6AD0ER1CC409298	\$21,999.00			01499		\$500.00		\$500.00	\$21,999.00
	11	2016	Dodge / Caravan	2C4RDGBG1GR212226	\$22,194.00					\$500.00		\$500.00	\$22,194.00
	12	2016	Nissan / Frontier	1N6ADOFV9GN732164	\$23,500.00					\$500.00		\$500.00	\$23,500.00

Radius: 1 Local 0-50 miles

Gross Vehicle Weight: L

Light

Heavy

10,000lbs or less

2 Intermediate 50-200 miles

3 Over 200 miles

M Medium

10,001-20,000

20,001-45,000

X Extra Heavy

Over 45,000lbs

#### **Program Details**

Coverage:

Package - Workers Compensation

Carrier:

Florida Municipal Insurance Trust

Policy Period: 10/1/2016 to 10/1/2017

#### Coverage:

DESCRIPTION	LIMIT TYPE	AMOUNT	BASIS
Coverage A - Workers Compensation		Statutory	
Employer's Liability Limits: Bodily Injury by Accident	Limit	\$1,000,000	
Employers' Liability Limits: Bodily Injury by Disease per Employee	Limit	\$1,000,000	
Employer's Liability Limits: Bodily Injury by Disease - Policy Limit	Limit	\$1,000,000	

#### **Deductibles:**

COVERAGE	AMOUNT
Deductible	\$0

#### **Experience Modification Factor(s):**

DESCRIPTION	FACTOR
	1.18

#### States:

DESCRIPTION	STATE	
States Covered:	FL	
States Excluded:	OH, ND, WA, WY	
Extraterritorial Jurisdictions:	If Any	

#### Exclusions include, but are not limited to:

DESCRIPTION	
Master Coverage Agreement Exclusions AND	
Liability assumed by a member under any contract or agreement	

#### Program Details (Cont.)

Exclusions include, but are not limited to:

#### **DESCRIPTION**

Liability arising in whole, or in part out of:

- (a) Any act or omission of a member committed while acting outside the course and scope of his employment, or committed in bad faith with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety or property;
- (b) Any member obtaining remuneration or financial gain to which the member was not legally entitled;
- (c) The willful violation of any federal, state or local law, ordinance or regulation committed by or with the knowledge or consent of any member;' or
- (d) Malfeasance by any member; Except that any fact pertaining to any one member shall not be imputed to any other member for the purpose of determining the application of these exclusions;

Any liability or injury, sickness, disease, death, or destruction due to the rendering of or failure to render any professional service by any doctor, surgeon, dentist, nurse or agents or employee of a designated member

Any liability for punitive or exemplary damages; or any non-compensatory damages or penalties imposed pursuant to any federal or state anti-trust, civil rights, anti-discrimination, or racketeer influence and corrupt organization (RICO) laws;

Any damages imposed by act of the Legislature

Bodily injury or property damage for which the member or his indemnity may be held liable:

- (a) As an organization engaged in the business or manufacturing, distributing, selling or serving alcoholic beverages, or
- (b) If not so engaged, as an owner or lessor of premises used for such purposes, if such liability is imposed:
- i. By, or because of the violation of any statute, ordinance or regulation pertaining to the sale, gift, distribution or use of any alcoholic beverages, or
- ii. By reason of the selling, sewing or giving of any alcoholic beverage to a minor or to a person under the influence of alcohol or which causes or contributes to the intoxication of any person

Any liability arising out of any actual or alleged sexual action, abuse, communicable disease or employment related claim, defined for purposes of this exclusion as:

- (a) Sexual action includes, but is not limited to, any verbal or nonverbal communication, behavior or conduct with sexual connotations or purposes, whether for sexual gratification, discrimination, intimidation, coercion or other purpose, and regardless of whether such action is alleged to be intentional or negligent;
- (b) Abuse shall include, but is not limited to, the negligent or intentional infliction of physical, emotional or psychological injury 'or harm to any person or persons in the care, custody, or control of any member:
- (c) Communicable disease includes, but is not limited to, Acquired Immune Deficiency Syndrome (AIDS) and any venereal disease; and
- (d) Employment related claim includes, but is not limited to, claims, accusations or charges of negligent or intentional hiring, placement, training or supervision arising from or related to actual or alleged sexual action, or any other type of actual or alleged abuse, or a communicable disease

Liability for injury, loss or damage sustained by any person or entities as a result of exposure to asbestosis or any other disease including mesothelioma and cancer related to asbestos exposure

Bodily injury which is intentionally caused or aggravated by the member or members. Coverage is also excluded for any claim alleging gross negligence. Further, cover is also excluded for claims in which it is alleged that the Designated Member or a fellow employee acted in such a manner that it was substantially certain that injury or death would result

Bodily injury to any employee while employed in violation of the law or engaged in any conduct in violation of law with the actual knowledge of any of the executive officers of the designated member

#### Other Significant Terms and Conditions/Restrictions:

#### DESCRIPTION

FMIT has confirmed, they do not receive any income from this Placement.

#### Program Details (Cont.)

Other Significant Terms and Conditions/Restrictions:

#### DESCRIPTION

FMIT incentive credit of \$43,129 has been applied and is reflected on the total quoted premium of \$154,504

Available Credits - Drug Free Credit - 5%; Safety Credit - 2% (Applications Required)

Workers Compensation rates being used: NCCI rates as of 1/1/2016. There will be no changes to the rates for the 16/17 fund year as a result to mid-term NCCI rate adjustments. Any adjustments to the NCCI rates midyear or October 1st will be picked up on Insured's next year's renewal.

Premium \$48,834.00

#### **ESTIMATED PROGRAM COST**

\$48,834.00

TRIA/TRIPRA PREMIUM (+ Additional Surcharges, Taxes and Fees as applicable)

**INCLUDED** 

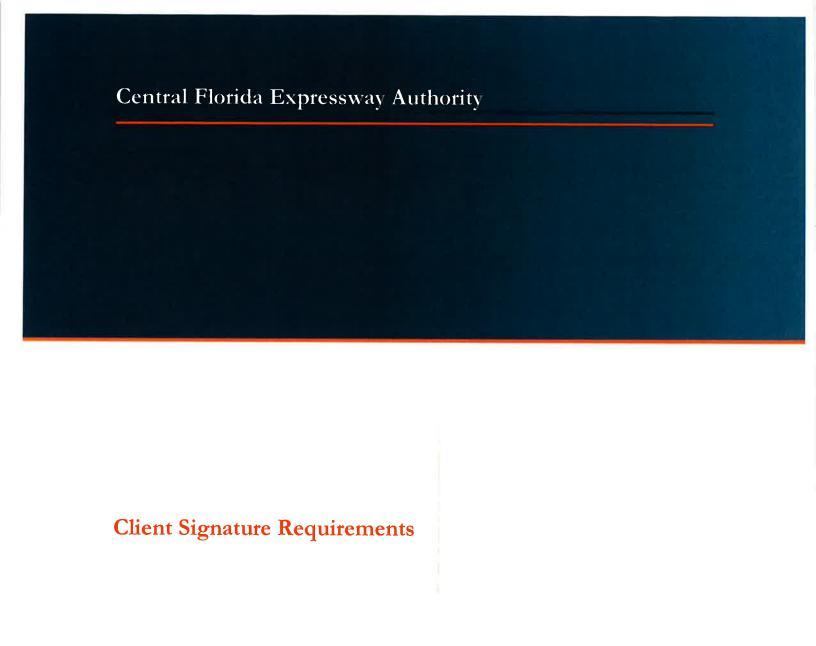
#### **Optional Coverages:**

OPTION	COVERAGE	NEW	AMOUNT	DEDUCTIBLE / SIR	OTHER	PREMIUM	TAX
2	Increase Workers' Compensation Deductible to \$5K	No	:	\$5,000		\$48,291.00	\$0.00
3	Increase Workers' Compensation Deductible to \$25K	No		\$25,000		\$39,188.00	\$0.00
4	Increase Workers' Compensation Deductible to \$50K	No		\$50,000		\$32,842.00	\$0.00

#### Subject to Audit: At Expiration

#### **Auditable Exposures:**

STATE	CLASS CODE	DESCRIPTION	EXPOSURE	RATE PER \$100
FL	5509	Street or Road Maintenance	\$552,966 - Payroll	
FL	8742	Salespersons, Collectors, Messengers	\$2,528,161 - Payroll	
FL	8810	Clerical	\$3,049,816 - Payroll	
FL	9410	Municipal, Township, County Employees NOC	\$322,537 - Payroll	





#### Changes / Developments

It is important that we be advised of any changes in your operations that may have a bearing on the validity and/or adequacy of your insurance. The types of changes that concern us include, but are not limited to, those listed below:

- 1. Changes in any operation such as expansion to other states or new products.
- 2. Mergers and/or acquisition of new companies.
- 3. Any newly assumed contractual liability, granting of indemnities, or hold harmless agreements.
- 4. Circumstances which may require increased liability insurance limits.
- 5. Any changes in fire or theft protection, such as the installation of or disconnection of sprinkler systems, burglar alarms, etc. This includes any alterations to same.
- Immediate advice of any changes to scheduled equipment such as contractors' equipment, electronic data processing, etc.

7.	Property of yours that is in transit, unless we have previously arranged for the insurance.
8.	Any changes in existing premises including vacancy, whether temporary or permanent, alterations, demolition, etc. Also, any new premises either purchased, constructed, or occupied.
	No Changes and/or Developments
S	ignature:
	Title:
	Date:

#### **Coverages For Consideration**

#### Overview

- A proposal for any of the coverages can be provided.
- The recommendations and considerations summarized in this section are not intended to identify all exposures.
- Since Gallagher does not handle your complete insurance program, these recommendations only reflect items within our scope of responsibility.

#### Crime

- · Computer Fraud
- Funds Transfer

#### Other Coverage Considerations

- Cyber Risk
- Fiduciary Liability

The above coverage may not necessarily represent the entirety of available insurance products. If you are interested in pursuing additional coverages other than those addressed in the coverage considerations included in this proposal, please list below:

#### Client Authorization to Bind Coverage

After careful consideration of Gallagher's proposal dated 7/22/2016, we accept the following coverage(s). Please check the desired coverage(s) and note any coverage amendments below:

		LINE OF COVERAGE	CARRIER
		Package - Property Including Boiler & Machinery and Crime	
□Accept	□ Reject	Opt#1 – As Expiring	Florida Municipal Insurance
□Accept	□ Reject	Opt# 2 - Increasing Property Deductible to \$25K	Trust (Florida Municipal Insurance Trust)
□Accept	□ Reject	Opt# 3 - Increasing Property Deductible to \$50K	
		Package - General Liability Including Public Officials E&O / Employment Practices Liability	
□Accept	□ Reject	Opt#1 – As Expiring	
□Accept	□ Reject	Opt# 2 - Increasing Liability Deductible to \$5K	Florida Municipal Insurance Trust (Florida Municipal Insurance Trust)
□Accept	□ Reject	Opt# 3 - Increasing Liability Deductible to \$25K	,
□Accept	□ Reject	Opt# 4 - Increasing Liability Deductible to \$50K	
		Package – Automobile	
□Accept	□ Reject	Opt#1 – As Expiring	
□Accept	□ Reject	Opt# 2 - Increasing Automobile Liability Deductible to \$5K	Florida Municipal Insurance Trust (Florida Municipal
□Accept	□Reject	Opt# 3 - Increasing Automobile Liability Deductible to \$25K	Insurance Trust)
□Accept	□ Reject	Opt# 4 - Increasing Automobile Liability Deductible to \$50K	

Client Auth	orization to Bind	Coverage (Cont.)	
		LINE OF COVERAGE	CARRIER
		Package - Workers Compensation	
□Accept	□ Reject	Opt#1 – As Expiring	
□Accept	□ Reject	Opt# 2 - Increase Workers' Compensation Deductible to \$5K	Florida Municipal Insurance
□Accept	□ Reject	Opt# 3 - Increase Workers' Compensation Deductible to \$25K	Trust (Florida Municipal Insurance Trust)
□Accept	□ Reject	Opt# 4 - Increase Workers' Compensation Deductible to \$50K	
Producer/ Inst	ired Coverage Ame	ndments and Notes:	

Client Initials

### Client Authorization to Bind Coverage

Provide Quotations or Additional Information on the Following Coverage Considerations:				
Crime □Yes □Yes	☐ No ComputerFraud ☐ No FundsTransfer			
Other C □Yes □Yes	overage Considerations □ No Cyber Risk □ No Fiduciary liability			
Note: Se □Rejec	electing the "Reject All or Accept All" option will override any selections that you have made above the All			
It is unde	erstood this proposal provides only a summary of the details; the policies will contain the actual coverages.			
	irm the values, schedules, and other data contained in the proposal are from our records and acknowledge it sponsibility to see that they are maintained accurately.			
surety pl without I	e that your liability to us arising from your negligent acts or omissions, whether related to the insurance or aced pursuant to these binding instructions or not, shall not exceed \$20 million, in the aggregate. Further, imiting the foregoing, we agree that in the event you breach your obligations, you shall only be liable for amages we incur and that you shall not be liable for any indirect, consequential or punitive damages.			
Ву:	Specify: owner, partner or corporate officer			
	Print Name			
Date:				

#### Solvency Signature Letter

Central Florida Expressway Authority Central Florida Expressway Authority 4974 ORL Tower Road Orlando, FL 32807

As part of our renewal process, we are required to advise you that the Florida Municipal Insurance Trust (FMIT) does not meet the minimum rating requirements normally recommended by Gallagher.

This company is an Insurance Trust sponsored by The Florida League of Cities. Your affiliation with The Florida League of Cities qualifies you to place coverage with this company. Because this company is a highly specialized market, only offering coverage to members of The Florida League of Cities, we require your acknowledgement that this company is not rated by A.M. Best or insured by the Florida Insurance Guaranty Fund.

Please signify your acknowledgement by signing and returning to us a copy of this letter.

We are also enclosing the following information for your review:

- Florida Municipal Insurance Trust's Most Recent Audited Financial Statements

Please review this and other available information with your accountant and/or attorney to assist you in judging the acceptability of this carrier.

The above insurance market is not admitted in Florida and provides the coverage indicated on a surplus lines basis. In the event this market becomes insolvent, the Florida Insurance Guarantee Fund will not provide coverage.

The undersigned, a duly authorized officer or representative of Central Florida Expressway Authority and acting in said capacity, acknowledges receipt of the information contained herein and hereby authorizes Arthur J. Gallagher & Co. and any of its subsidiary companies to bind Central Florida Expressway Authority's insurance coverage with Florida Municipal Insurance Trust.

#### **Central Florida Expressway Authority**

By:	
Specify: owner, partner or corporate officer	
Print Name	
Date:	

#### Claims Reporting By Policy

#### **Direct Reporting**

Immediately report all claims for the following lines of coverage to the insurance carrier.

#### PACKAGE:

When do you report a claim? Members' duties after loss:

- 1. Give the Trust prompt written notice of any accident, occurrence or potential claim along with all relevant information concerning the claim. The member shall have a continuing duty to provide to the Trust all relevant information promptly as the member becomes aware of such information; and
- 2. Cooperate fully with the Trust in defense or settlement of claims or opposition to claims bills, and in the enforcement of any right of contribution or indemnity; and
- 3. Forward to the Trust every notice, demand, summons or other process served upon the member relating to any occurrence, and take no further action concerning the occurrence without the approval of the Trust or the servicing agent;
- 4. Take reasonable steps to prevent additional or cumulative bodily injury, personal injury or property damage from or ng out of the same or similar conditions or circumstances; and
- 5. Not engage in settlement negotiations as to any claim or suit, and the Trust shall have no obligation to pay the account of any settlement negotiated or agreed upon by a member without prior written approval by the Trust or the icing agent; and
- 6. Agree to take all reasonable actions, where appropriate, which shall facilitate settlement of claims; and
- 7. Agree to responsible counsel selected by the Trust to defend the claim and agree not to use the designated member's counsel in defense of said action.

### Where and How do you report a claim? Directly to FMIT

PO Box 538135 Orlando, FL 32853-8135 800-756-3042 toll free 407-245-0725 phone 407-425-9378 fax

## If you experience any difficulty in reporting claims directly to carrier:

Phone, fax or email to Arthur J. Gallagher Risk Management Services,

Inc.

Phone - 407-563-3546 Fax - 407-370-3057

Email: Carmen Falcon@AJG.Com

#### Bindable Quotations & Compensation Disclosure Schedule

Client Name: Central Florida Expressway Authority

		EST.		WHOLESALER, MGA OR INTERMEDIARY		
COVERAGE(S)	CARRIER NAME(S)	ANNUAL PREMIUM <sup>1</sup>	COMM.% OR FEE <sup>2</sup>	NAME <sup>3</sup>	COMM.% OR FEE <sup>4</sup>	AJG OWNED? YES/NO
Package Property Including Boiler & Machinery and Crime General Liability Including Public Officials E&O / Employment Practices Liability Automobile Workers Compensation	Florida Municipal Insurance Trust (Florida Municipal Insurance Trust)	\$51,235.00 \$48,151.00 \$6,284.00 \$48,834.00	0%	Florida Municipal Insurance Trust	*	No
Package	Lloyd's Synd 2987	*	0%	Brit Global Specialty USA	*	No

Some carriers pay Gallagher supplemental or contingent commissions in addition to the policy commission. Contingent commissions are typically contingent upon performance factors such as growth, profit, volume or retention, while supplemental commissions are not. These supplemental or contingent commissions may range from less than 1% up to 10% of the policy premium. Please refer to the <a href="Compensation Disclosure">Compensation Disclosure</a> or contact your Gallagher representative for additional information.

<sup>1 \*</sup> A verbal quotation was received from this carrier. We are awaiting a quotation in writing. The premium indicated is an estimate provided by the market. The actual premium and acceptance of the coverage requested will be determined by the market after a thorough review of the completed application.

<sup>\*\*</sup> A written quotation was received from this carrier. The premium indicated is an estimate provided by the market. The actual premium and acceptance of the coverage requested will be determined by the market after a thorough review of the completed application.

<sup>2</sup> The commission rate is a percentage of annual premium excluding taxes & fees.

<sup>3</sup> We were able to obtain more advantageous terms and conditions for you through an intermediary/ wholesaler.

<sup>4 \*</sup> The non-Gallagher intermediary/wholesaler did not provide their compensation information for this proposal. The usual and customary compensation to a wholesaler/ intermediary ranges from 5% to 12%, but we cannot verify that range is applicable in connection with this proposal.

The following disclosures are hereby made a part of this proposal. Please review these disclosures prior to signing the Client Authorization to Bind or e-mail confirmation.

#### Proposal Disclaimer

IMPORTANT: The proposal is an outline of certain terms and conditions of the insurance proposed by the insurers, based on the information provided by your company. It does not include all the terms, coverages, exclusions, limitations and/or conditions of the actual policy contract language. The insurance policies themselves must be read for those details. Policy forms for your reference will be made available upon request.

We will not be operating in a fiduciary capacity, but only as your broker, obtaining a variety of coverage terms and conditions to protect the risks of your enterprise. We will seek to bind those coverages based upon your authorization; however, we can make no warranties in respect to policy limits or coverage considerations of the carrier. Actual coverage is determined by policy language, so read all policies carefully. Contact us with questions on these or any other issues of concern.

### Compensation Disclosure

One of the core values highlighted in The Gallagher Way states, "We are an Open Society," and our open society extends to the compensation Gallagher receives. In general, Gallagher may be compensated as follows:

- 1. Gallagher Companies are primarily compensated from the usual and customary commissions or fees received from the brokerage and servicing of insurance policies, annuity contracts, guarantee contracts and surety bonds (collectively "insurance coverages") handled for a client's account, which may vary from company to company and insurance coverage to insurance coverage. As permitted by law, Gallagher companies occasionally receive both commissions and fees.
- 2. In placing, renewing, consulting on or servicing your insurance coverages, Gallagher Companies may participate in contingent and supplemental commission arrangements with intermediaries and insurance companies. Contingent commissions provide for additional contingent compensation if underwriting, profitability, volume or retention goals are achieved. Such goals are typically based on the total amount of certain insurance coverages placed by Gallagher with the insurance company and/or through the intermediary, not on an individual policy basis. Some insurance markets, including Gallagher-owned intermediaries, have modified their commission schedule with Gallagher, resulting in an increase in some commission rates. These additional commissions, commonly referred to as "supplemental commissions" are known as of the effective date, but some insurance companies are paying this commission later and apart from when commission is normally paid at policy issuance. As a result, Gallagher may be considered to have an incentive to place your insurance coverages with a particular insurance company. Note: Upon request, your Gallagher representative can provide more specific market information regarding contingent and supplemental commission related to your insurance coverage.
- 3. Gallagher Companies may also receive investment income on fiduciary funds temporarily held by them, such as premiums or return premiums.
- 4. Gallagher Companies may access other facilities, including wholesalers, reinsurance intermediaries, captive managers, underwriting managers and others that act as intermediaries for both Gallagher and other brokers in the insurance marketplace. Gallagher Companies may own some of these facilities, in whole or in part. If such a facility was utilized in the placement of a client's account, the facility may have earned and retained customary brokerage commission or fees for its work.
- 5. Gallagher assists its customers in procuring premium finance quotes and unless prohibited by law may earn compensation for this value added service.
- 6. From time to time, Gallagher may participate in insurance company promotional events or training and development that insurers provide for Gallagher employees.
- 7. Gallagher strives to find appropriate coverage at a competitive price for our customers. In order to achieve these goals, we gather and analyze data about our customers and their insurance coverage. This data and the resulting analytical tools help us better understand the current marketplace, more accurately predict future trends and offer tailored solutions to our customers. The data may also be provided to insurers pursuant to consulting service agreements from which we earn fees.

If you have specific questions about the compensation received by Gallagher and its affiliates in relation to your insurance placements, please contact your Gallagher representative for more details.

In the event you wish to register a formal complaint regarding compensation Gallagher receives from insurers or third parties, please send an e-mail to Compensation\_Complaints@ajg.com or send a letter to:

Compliance Officer Arthur J. Gallagher & Co. Two Pierce Place, 20th Floor Itasca, IL 60143

## TRIA/TRIPRA Disclaimer

If this proposal contains options to purchase TRIA/TRIPRA coverage, the proposed TRIA/TRIPRA program may not cover all terrorism losses. While the amendments to TRIA eliminated the distinction between foreign and domestic acts of terrorism, a number of lines of coverage excluded under the amendments passed in 2005 remain excluded including commercial automobile, burglary and theft insurance; surety insurance, farm owners multiple perils and professional liability (although directors and officers liability is specifically included). If such excluded coverages are required, we recommend that you consider purchasing a separate terrorism policy. Please note that a separate terrorism policy for these excluded coverages may be necessary to satisfy loan covenants or other contractual obligations. TRIPRA includes a \$100 billion cap on insurers' aggregate liability.

The TRIPRA program increases the amount needed in total losses by \$20 million each calendar year before the TRIPRA program responds from the 2015 trigger of \$100 million to \$200 million by the year 2020.

TRIPRA is set to expire on December 31, 2020. There is no certainty of extension, thus the coverage provided by your insurers may or may not extend beyond December 31, 2020. In the event you have loan covenants or other contractual obligations requiring that TRIA/TRIPRA be maintained throughout the duration of your policy period, we recommend that a separate "Stand Alone" terrorism policy be purchased to satisfy those obligations.

## Actuarial Disclaimer

The information contained in this proposal is based on the historical loss experience and exposures provided to Arthur J. Gallagher Risk Management Services, Inc.. This proposal is not an actuarial study. Should you wish to have this proposal reviewed by an independent actuary, we will be pleased to provide you with a listing of actuaries for your use.



## Next-Generation eRiskHub®

The dangers of data breaches are far reaching, and the severity of them are being felt at all levels. You hear about the large ones like Anthem, Target and Sony, but in reality any organization that houses valuable information is a potential target from a range of vulnerabilities such as hackers to rogue employees. As an Arthur J. Gallagher & Co. client, you will receive complimentary access to the Gallagher eRiskHub; a dynamic cyber risk management tool that can help your organization be more proactive in assessing your cyber risk posture.

All Gallagher clients have access to the Gallagher eRiskHub, and if you have not registered for access we recommend you do so today.



- 1. Navigate to https://eriskhub.com/gallagher
- Complete the new user registration at the bottom of the page. You pick your own user ID and password. The access code is 08167
- After registering, you can access the hub immediately using your newly created credentials in the member login box located in the top right of the page.

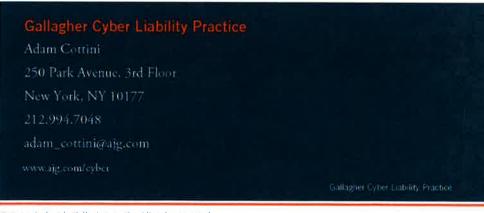


- Gallagher Cyber Risk Due Diligence A six-step process designed to walk our clients through a simple thought-provoking framework to encourage organizational communication, establish clear direction, and highlight priorities to better understand your cyber risk profile.
- Security & Privacy Training—An overview of best practices for creating an effective security training program for your employees.
- News Center Keep up to date on what is going on in the world of cyber risk through handpicked articles, feeds and blogs.
- Learning Center—An extensive collection of white papers, articles, webinars, videos and blog
  posts on a variety of topics. Looking for something specific? Try the search box in the top right of
  the page to search the entire Gallagher eRiskHub.
- Risk Manager Tools A collection of tools with many different purposes such as researching
  known breach events, calculating your potential cost of a breach event and downloading free
  sample policies your organization can use as templates. Stay tuned as our next blog post will be a
  deep dive into this section!
- eRisk Resources Information on third-party vendors that can assist your municipality with improving your overall cyber risk.

If you have any questions about the Gallagher eRiskHub, please reach out to Adam Cottini at adam\_cottini@ajg.com or the eRiskHub support staff at support@eriskhub.com.







### FLORIDA MUNICIPAL INSURANCE TRUST



# 2016-2017

## SUMMARY OF ENHANCEMENTS



#### **FLOOD DEDUCTIBLE**

For flood zones B, C and X, the flood deductible has been reduced to \$5,000, or to the member's All Other Perils deductible, whichever is greater. Deductible in B, C and X flood zones applies per occurrence.

#### PROPERTY IN THE OPEN (PITO)

PITO coverage has been enhanced as follows:

- Coverage will now be a blanket limit that will be chosen by the member. It will apply to PITO at locations designated on the property schedule.
- 2. Deductibles will be applied as follows:
  - ▶ In a named storm, the same percentage deductible shown for buildings will be deducted from the amount of damage (not the full replacement value).

#### or

► For other covered loss (excluding named storms), the policy's All Other Perils deductible will apply once to the entire occurrence and damages to all covered property.

#### **NEWLY ACQUIRED PROPERTY LOCATIONS**

For property locations valued at less than \$2.5 million that a member requests to be added to its property schedule, there will be no additional premium for the current policy period if the property is acquired after the inception date of the current policy.

#### **INLAND MARINE**

Members are eligible to collect up to 110 percent of stated value or replacement cost, whichever is less.

#### UNINTENTIONAL ERRORS & OMISSIONS

Coverage has been added for Unintentional Errors & Omissions up to a \$100,000 annual limit subject to the member's appropriate All Other Perils or Named Storm deductible. Deductible applies per occurrence.

#### **INFLATABLES**

The exclusion for "inflatable amusement devices" (i.e. bounce houses) has been removed. It is recommended the member continue to transfer this risk to the inflatable amusement device vendor by obtaining proof of the vendor's insurance with the city listed as additional insured.

#### **GENERAL LIABILITY AUDIT**

After its 2015/2016 General Liability audit is complete, a member will no longer be required to submit a General Liability audit.

#### **AUTO FLEET POLICY/SCHEDULE**

For vehicles valued at less than \$100,000 that a member requests to be added to its auto schedule, there will be no additional premium for the current policy period if the vehicle is acquired after the inception date of the current policy.