



# City of Reno

Renewal Proposal

Policy Period:  
October 1, 2024 to  
October 1, 2025

September 18, 2024

Aon Risk Insurance Services West, Inc.  
License #: CA:0363334  
Proprietary & Confidential





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This insurance document is furnished to you as a matter of information for your convenience. It only summarizes the listed proposed policy(ies) and is not intended to reflect all the terms and conditions or exclusions of such proposed policy(ies). Moreover, the information contained in this document reflects proposed coverage as of the effective date(s) of the proposed policy(ies) and does not include subsequent changes. This document is not an insurance policy and does not amend, alter or extend the coverage afforded by the listed proposed policy(ies). The insurance afforded by the listed proposed policy(ies) is subject to all the terms, exclusions and conditions of such policy(ies).

The services and placements outlined in this proposal will be provided in accordance with the terms of the notices and policies set forth in the Commercial Risk Solutions U.S. Terms of Service.



# Executive Summary

As standard Aon practice, the course of marketing action for the City of Reno involves discussing and evaluating major underwriting and risk criteria such as rating assembly, pricing, capacity of limits, policy/contract alignment and exposure standings to potential carriers within an ever-varying marketplace.

Our strategy for this renewal is to solidify our relationship with existing carriers and see if their renewal pricing was in line with current market pricing. Below is our results from this year's effort.

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**Liability:** The incumbent primary excess carrier, Safety National, provided renewal terms for the City's primary liability program with the same limits and terms as last year. The year-over-year premium increased by 16% which translates into a premium of \$553,272 and an increase of \$76,142. This was due to a 10% increase in exposures and a 6% increase in rate.

This year, Berkley Public Entity's year-over-year premium increased by 26% annually which translates into an increase of \$76,158.70. This increase is due to claims development on the City's program as well as exposure increases.

**Excess Workers Compensation:** The incumbent carrier, Safety National, provided renewal terms on the City's Excess Workers' Compensation program. The year-over-year premium increased by 4.5% which translates into a premium of \$604,231 and an increase of \$25,824. There has been significant increases to development and frequency of large presumption claims over the last couple years, and two \$5M+ claims that occurred during the 2022 policy year. As a result, Safety National can no longer offer the expiring \$2.5M SIR and Cash Flow Protection endorsement. Thus, Safety National is requiring the City to increase their SIR from \$2.5M to \$5M SIR. Payroll increased by 10% from last year to this year which also impacted premium.

The carrier is also offering an option for a reduced SIR of \$4M in lieu of \$5M. However, the renewal premium for this option would be \$826,046.

# Executive Summary

**Governmental Crime:** The City bound a three year term with Hanover last year which is in year three of the program. Thus the premium remained flat.

**Property:** This year the City of Reno's overall Total Insurable values increased by 22%. This translated into 9% year over year premium increase for a total premium of \$1,020,294, which is a \$84,537 increase over last year. The current deductible is \$50,000. The rate that the incumbent is charging is down 11% vs. last year. We also approached several different markets that were unable to beat incumbent carrier Liberty's pricing. We were able to secure an additional rate reduction from the original quote by using competitive quotes from other markets, which saved the City an additional 4% in rate. As we were informed last year, Liberty conducted a loss control visit at the City, during which they were notified that both 315 Record St. and 335 Record St. were vacant locations. As such, this year, they continue to list these locations as stated Value and kept their deductibles at \$150K.

We also obtained additional options with higher deductibles. For a \$1M deductible, the premium would be \$820,744. For a \$2.5M deductible, the premium would be \$771,735.

**DIC:** The DIC market has been extremely difficult in the last few years with significant rate increases and less capacity provided in the marketplace. In 2023 the primary \$15M xs \$10M had two new carriers, Axis and SRU with Arch remaining on the layer but the rate increase was significant along with tight terms and conditions. In 2024 we were able to get Vicko to replace Arch and overall improve pricing on the DIC program. The year over year premium for the DIC program increased by 3% which translated into \$17,132 premium increase. The overall program saw 18% rate decrease and a 22% TIV increase, for a total premium of \$611,277.99

We also have several options to add new parametric coverage. \$20m in limits is approximately \$500k, while \$5m would be approximately \$150k. Various other options are available.

**Pollution:** The incumbent carrier, Sirius Point's renewal is less than 1% lower vs. last year. This year's premium of \$22,490.19, a reduction of \$179 over expiring. The terms and conditions remain fairly consistent.

**Auto Physical Damage:** The incumbent carrier Hanover, presented a 57% year over year premium increase. This translated into a \$150,121 increase over expiring. The terms and conditions are largely the same. The main factor for the large increase is the 51% increase in the total insured values from last year to this year. The rate only increased by 4%.



# Executive Summary

## Continued

### Summary of 2024-2025 Premium

Annual Premium Summary	10/1/2023- 10/1/2024 Expiring Term	10/1/2024-10/1/2025 Renewal	% DIFF	Premium DIFF
Primary Liability Program (w/ TRIA)	\$477,130.00	\$553,272.00	16%	\$76,142.00
Second Excess Liability (w/ TRIA)	\$289,777.10	\$365,935.80	26%	\$76,158.70
Excess Workers' Compensation	\$578,407.00	\$604,231.00	4.5%	\$25,824.00
Crime	\$9,675.00	\$9,675.00	0%	\$0.00
Property	\$935,757.00	\$1,020,294.00	9%	\$84,537.00
DIC	\$594,146.07	\$611,277.99	3%	\$17,131.92
Pollution	\$22,669.63	\$22,490.19	- < 1%	-\$179.44
Auto Physical Damage	\$262,112.00	\$412,233.00	57%	\$150,121.00
<b>Total Premium</b>	<b>\$3,169,673.80</b>	<b>\$3,599,408.98</b>	<b>14%</b>	<b>\$429,735.18</b>

# Insured's Acknowledgement and Instruction to Bind

We hereby acknowledge receipt and review of the information presented in the Renewal Proposal ("Proposal") dated **09/18/2024** for **the Excess Liability, Excess Workers Compensation, Crime, Property, DIC, Pollution and APD** and provided in the Compensation for the Value We Deliver disclosure. We hereby instruct **Aon Risk Services West, Inc.** ("Aon", "Commercial Risk Solutions") to bind the insurance program(s) selected by Us and understand that Our instruction to bind constitutes an acceptance of the terms and conditions and payments described in this Renewal Proposal, including the Commercial Risk Solutions U.S. Business Terms, the Additional Business Terms for Programs Placed through Aon's Global Broking Center London (GBCL), and the General Data Protection Regulation (GDPR).

Date:

On behalf of **City of Reno**:

Coverage	Carrier	Premium Including Fees	Option Selected
Primary Liability Program (w/ TRIA)	Safety National Casualty Co.	\$553,272.00	<input type="checkbox"/>
Second Excess Liability (w/ TRIA)	Berkley Public Entity	\$365,935.80	<input type="checkbox"/>
Excess Workers' Compensation	Safety National Specialty Co.	\$604,231.00	<input type="checkbox"/>
Crime	Allmerica Financial Benefit Company	\$9,675.00	<input type="checkbox"/>
Property	Liberty Mutual	\$1,020,294.00	<input type="checkbox"/>
DIC	Various	\$611,277.99	<input type="checkbox"/>
Pollution	Sirius Point	\$22,490.19	<input type="checkbox"/>
Auto Physical Damage	Hanover	\$412,233.00	<input type="checkbox"/>



# Aon Service Team

## Leadership



**William Deeb**

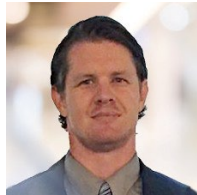
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**Julie Theirl**

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Strategic Account Manager*  
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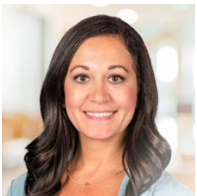
## Account Management



**Kyle Powell**

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## Brokerage



**JamiAnn Hannah**

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jamiann.hannah@aon.com

# Quote Comparison – Primary Liability Program (w/ TRIA)

Details	10/1/2023-10/1/2024 Expiring	10/1/2024-10/1/2025 Renewal	DIFF
Carrier	Safety National Casualty Corp.	Safety National Casualty Corp.	
AM Best's Rating	A++ XV	A++ XV	
Premium	\$489,887.00	\$552,443.00	
TRIA Premium	\$779.00	\$829.00	
<b>TOTAL TERM PREMIUM (Incl. TRIA)</b>	<b>\$477,130.00</b>	<b>\$553,272.00</b>	<b>16%</b>
<b>Limits of Liability</b>			
<b>General Liability</b>			
Each Occurrence Limit – Combined PD & BI	\$5,000,000	\$5,000,000	
Damage to Premises Rented	\$500,000	\$500,000	
Medical Expenses Limit	Excluded	Excluded	
General Aggregate Limit	\$5,000,000	\$5,000,000	
Products/ Completed Operations – Aggregate Limit	\$5,000,000	\$5,000,000	
<b>Employee Benefits Liability - Claims Made Form</b>			
Each Employee/ Aggregate	\$5,000,000/ \$5,000,000	\$5,000,000/ \$5,000,000	
<b>Automobile Liability</b>			
Each Occurrence	\$5,000,000	\$5,000,000	
<b>Law Enforcement Liability</b>			
Each Occurrence / Aggregate	\$5,000,000/ \$5,000,000	\$5,000,000/ \$5,000,000	
<b>Public Officials and Employment Practices Liability</b>			
Each Wrongful Act Public Officials and Employment Practices	\$5,000,000	\$5,000,000	
Liability Aggregate Occurrence Form	\$5,000,000	\$5,000,000	



# Quote Comparison – Primary Liability Program (w/ TRIA) continued

Details	10/1/2023-10/1/2024 Expiring	10/1/2024-10/1/2025 Renewal	DIFF
<b>Self-Insured Retention</b>			
	\$1,000,000	\$1,000,000	
<b>Endorsements (Not Limited Too)</b>			
Exclusion – Designed Operations – Housing Authority Operations	X	X	
Scheduled Dams (Virginia Lake Dam, East Logan Trail Dam, West Logan Trail Dam, Dant Blvd Dam, Peavine Creek Lower Dam, East Wash Dam, West Wash Dam and Peavine Creek Upper Dam)	X	X	
MAP Client Services \$15,000	X	X	
<b>Subjectivities</b>			
Signed TRIA Forms			
Updated dam inspections, prior binding			
Updated schedule of watercraft, prior to binding			

# Quote Comparison – Excess Liability - \$5M excess of \$5M

Details	10/1/2023-10/1/2024 Expiring	10/1/2024-10/1/2025 Renewal	DIFF
<b>Carrier</b>	Gemini Insurance Company	Gemini Insurance Company	
A.M.Best's Rating			
Premium	\$275,000.00	\$345,000.00	
Terrorism	\$3,900.00	\$7,200.00	
NV Taxes & Fees (3.9%)	\$10,877.10	\$13,735.80	
<b>TOTAL TERM PREMIUM</b>	<b>\$289,777.10</b>	<b>\$365,935.80</b>	<b>26%</b>
<b>Policy Limit</b>			
Per Occurrence/ Aggregate – Follow Form	\$5,000,000/ \$5,000,000	\$5,000,000/ \$5,000,000	
<b>Exclusions (include but not limited to):</b> Communicable Disease; Wildfire; Electronic Data			
<b>Subjectivities:</b>			
10 year currently values carrier loss runs			
Signed and Dated TRIA Form			



# Quote Comparison – Excess Workers' Comp and Employer's Liability

Detail	10/1/2023-10/1/2024 Expiring	10/1/2024-10/1/2025 Renewal	DIFF
Carrier	Safety National Casualty Co.	Safety National Casualty Co.	
A. M. Best's Rating	A ++ XV	A ++ XV	
Premium	\$578,407.00	\$604,231.00	
<b>TOTAL ANNUAL PREMIUM</b>	<b>\$578,407.00</b>	<b>\$604,231.00</b>	<b>4.5%</b>
<b>Policy Limits</b>			
Coverage A – Maximum Limit of Indemnity – Per Occurrence	Statutory	Statutory	
Coverage B – Employer's Liability Per Occurrence/Aggregate – Per Occurrence	\$1,000,000 / \$1,000,000	\$1,000,000 / \$1,000,000	
Self-Insured Retention	\$2,500,000	<b>\$5,000,000</b>	
Rate	\$0.7693 per \$100 of payroll	\$0.8390 per \$100 of payroll	
Estimated Payroll	\$65,412,000	\$72,018,000	<b>10%</b>
<b>Key Endorsements</b>			
Longshoremen's and Harbor Workers Compensation Act Endorsement	Yes	Yes	
Maritime Coverage Endorsement	Yes	Yes	
Federal Employers Liability Act Coverage Endorsement	Yes	Yes	
Broad Form all states for employee travel	Yes	Yes	
Voluntary Compensation Endorsement	Yes	Yes	
Foreign Voluntary Workers Compensation and Employers' Liability Including Endemic Disease	Yes	Yes	
Blanket Waiver of Subrogation - Intergovernmental	Yes	Yes	
<b>Subjectivities:</b>			
Subject to receipt, review and acceptance of Water Craft Supplemental application			

# Quote Comparison - Crime

Details	10/1/2023-10/1/2024 Expiring	10/1/2024-10/1/2025 Renewal	DIFF
<b>Primary Carrier</b>	Allmerica Financial Benefit Company	Allmerica Financial Benefit Company	
AM Best's Rating	A	A	
Premium	\$12,093.00	\$12,093.00	
Discount	-\$2,419.00	-\$2,419.00	
<b>TOTAL ANNUAL PREMIUM</b>	<b>\$9,675.00</b>	<b>\$9,675.00</b>	<b>0%</b>
<b>Limits of Liability</b>			
Employee Theft-Per Loss	\$2,000,000	\$2,000,000	
Computer & Funds Transfer Fraud	\$1,000,000	\$1,000,000	
Inside Premises-Theft of Money/Securities	\$500,000	\$500,000	
Inside Premises-Robbery or Safe Burglary of Other Property	\$500,000	\$500,000	
Outside Premises	\$500,000	\$500,000	
Money Orders & Counterfeit Currency	\$50,000	\$50,000	
False Pretenses	\$100,000	\$100,000	
Destruction of Electronic Data	\$250,000	\$250,000	
Telephone Toll Fraud	\$100,000	\$100,000	
	\$50,000 (Employee Theft & Computer and Fraud)	\$50,000 (Employee Theft & Computer and Fraud)	
	\$10,000 (Forgery; Inside Theft; Inside Robbery; Outside Premises)	\$10,000 (Forgery; Inside Theft; Inside Robbery; Outside Premises)	
	\$1,500 (Destruction of ED)	\$1,500 (Destruction of ED)	
	\$1,000 (Telephone Toll Fraud)	\$1,000 (Telephone Toll Fraud)	
	\$500 (Money Orders)	\$500 (Money Orders)	
<b>Deductibles:</b>			
<b>Subjectivities: N/A</b>			

# Quote Comparison - Property

Details	10/1/2023-10/1/2024 Expiring	10/1/2024-10/1/2025 Renewal	DIFF
<b>Insurance Company</b>	Liberty	Liberty	
A.M. Best Rating	A XV	A XV	
Premium	\$930,778.00	\$1,014,089.00	
Terrorism (TRIA) Premium – Optional Coverage (declined last year)	\$4,979.00	\$6,205.00	
<b>Total Due</b>	<b>\$935,757.00</b>	<b>\$1,020,294.00</b>	<b>9%</b>
Exposure: Total Insured Values (TIV)	\$653,207,168	\$797,925,081	22%
Composite Rate Per \$100 of TIV	\$0.1433	\$0.1278	-11%
<b>Coverage/Limits</b>	All-Risk Property and Boiler & Machinery	All-Risk Property and Boiler & Machinery	
Policy Loss Limit	\$600,000,000	\$600,000,000	
<b>Sublimits</b>			
Time Element	\$10,000,000	\$10,000,000	
Accounts Receivable	\$25,000,000	\$25,000,000	
Civil or Military Authority	5 statute miles from a covered location 30 consecutive days, not to exceed \$10,000,000	5 statute miles from a covered location 30 consecutive days, not to exceed \$10,000,000	
Course of Construction	\$10,000,000	\$10,000,000	
Debris Removal	\$10,000,000	\$10,000,000	
Errors and Omissions	\$25,000,000	\$25,000,000	
Expediting Expense	\$10,000,000	\$10,000,000	
Extra Expense	\$10,000,000	\$10,000,000	
Ingress/Egress	5 statute miles from a covered location 30 consecutive days, not to exceed \$10,000,000	5 statute miles from a covered location 30 consecutive days, not to exceed \$10,000,000	

# Quote Comparison – Property continued

Details	10/1/2023-10/1/2024 Expiring	10/1/2024-10/1/2025 Renewal	DIFF
Miscellaneous Unnamed Locations	\$5,000,00	\$5,000,00	
Off Premises Interruption of Service	\$10,000,000	\$10,000,000	
Ordinary Payroll	90 Consecutive Days	90 Consecutive Days	
Soft Cost	\$1,000,000	\$1,000,000	
Tax Liability	\$3,000,000	\$3,000,000	
Valuable Papers and Records	\$10,000,000	\$10,000,000	
<b>Sublimits Cont.</b>			
Earth Movement in the Aggregate	\$10,000,000	\$10,000,000	
Earth Movement Sprinkler Leakage	\$100,000,000	\$100,000,000	
Equipment Breakdown - Property Damage and Time Element	Included	Included	
Equipment Breakdown Ammonia Contamination	\$100,000	\$100,000	
Contingent Time Element	\$100,000	\$100,000	
Equipment Breakdown Spoilage Damage	\$100,000	\$100,000	
Flood in the annual aggregate	\$10,000,000	\$10,000,000	
Flood High Hazard	\$5,000,000	\$5,000,000	
Named Storm	Incl.	Incl.	
<b>Deductible</b>			
Property Deductible (Except Listed below)	\$50,000	\$50,000	
335 Record St.	\$150,000	\$150,000	
315 Record St.	\$150,000	\$150,000	
Water Damage	\$100,000	\$100,000	
Earth Movement	2% subject to \$250,000 Min.	2% subject to \$250,000 Min.	
Flood	\$100,000	\$100,000	
Flood High Hazard	5% subject to \$250,000 Min.	5% subject to \$250,000 Min.	
<b>Terms and Conditions (not limited too..)</b>			
Occurrence for Earth Movement	Continuous 72 hrs.	Continuous 72 hrs.	
Occurrence for Named Storm	Continuous 72 hrs.	Continuous 72 hrs.	
<b>Subjectivities</b>			
- Signed SOV			
- Signed and Selected TRIA Form			

# Quote Comparison

## Property Continued

### High Hazard Flood Location(s):

1.1 NEED ADDRESS - 1, RENO, NV 89501	39.4 1980 Lakeside Dr, Reno, NV 89509-3411	78.1 4658 Aircenter Cir # 1-2, Reno, NV 89502-7917	150.5 3000 S Mccarran Blvd, Reno, NV 89502
3.1 1 E 1st St 11th Fl, Reno, NV 89501-1609	39.5 1980 Lakeside Dr, Reno, NV 89509-3411	80.1 495 Galetti Way, Reno, NV 89502	150.6 3000 S Mccarran Blvd, Reno, NV 89502
4.1 1 E 1st St, Reno, NV 89501-1609	41.1 2 S Arlington Ave, Reno, NV 89501	80.2 495 Galetti Way, Reno, NV 89502	150.7 3000 S Mccarran Blvd, Reno, NV 89502
4.2 1 E 1st St, Reno, NV 89501-1609	42.1 2055 Idlewild Dr, Reno, NV 89509-1020	80.3 495 Galetti Way, Reno, NV 89502	150.8 3000 S Mccarran Blvd, Reno, NV 89502
4.3 1 E 1st St, Reno, NV 89501-1609	42.2 2055 Idlewild Dr, Reno, NV 89509-1020	81.1 5 Park St, Reno, NV 89502-1031	150.9 3000 S Mccarran Blvd, Reno, NV 89502
4.4 1 E 1st St, Reno, NV 89501-1609	42.3 2055 Idlewild Dr, Reno, NV 89509-1020	82.1 50 Cowan Dr, Reno, NV 89509-1009	163.1 9555 Evergreen St, Reno, NV 89521
4.5 1 E 1st St, Reno, NV 89501-1609	42.4 2055 Idlewild Dr, Reno, NV 89509-1020	95.1 9100 Wilbur May Pkwy, Reno, NV 89521	169.1 1 S Sierra St, Reno, NV 89501-1928
4.6 1 E 1st St, Reno, NV 89501-1609	42.5 2055 Idlewild Dr, Reno, NV 89509-1020	95.2 9100 Wilbur May Pkwy, Reno, NV 89521	171.1 0 SIENNA PARK DR, RENO, NV 89512
5.1 1 S Arlington Ave, Reno, NV 89501	42.6 2055 Idlewild Dr, Reno, NV 89509-1020	95.3 9100 Wilbur May Pkwy, Reno, NV 89521	172.1 1190 Steamboat Pkwy, Reno, NV 89521-6285
5.2 1 S Arlington Ave, Reno, NV 89501	42.7 2055 Idlewild Dr, Reno, NV 89509-1020	96.1 925 Riverside Dr, Reno, NV 89503-5583	174.1 55 Cowan Dr, Reno, NV 89509-1009
5.3 1 S Arlington Ave, Reno, NV 89501	42.8 2055 Idlewild Dr, Reno, NV 89509-1020	96.2 925 Riverside Dr, Reno, NV 89503-5583	175.1 55 E 1st St, Reno, NV 89501
5.4 1 S Arlington Ave, Reno, NV 89501	44.1 220 W 1st St, Reno, NV 89501-1203	96.3 925 Riverside Dr, Reno, NV 89503-5583	177.1 911 Kuenzli St, Reno, NV 89502-1160
5.5 1 S Arlington Ave, Reno, NV 89501	44.2 220 W 1st St, Reno, NV 89501-1203	96.4 925 Riverside Dr, Reno, NV 89503-5583	177.2 911 Kuenzli St, Reno, NV 89502-1160
6.2 1000 Jamaica Ave, Reno, NV 89502	55.1 300 W 1st St, Reno, NV 89503	97.1 9675 Wilbur May Pkwy, Reno, NV 89521	177.3 911 Kuenzli St, Reno, NV 89502-1160
7.1 1005 Whitmore Ln, Reno, NV 89509-1019	56.1 3005 Idlewild Dr, Reno, NV 89509-1140	97.2 9675 Wilbur May Pkwy, Reno, NV 89521	
16.1 Along Island Ave, Reno, NV 89503	60.1 3200 Skyline View Dr # 1-2, Reno, NV 89509	99.1 990 Wheatland Ct, Reno, NV 89511-8526	
17.1 135 N Sierra St, Reno, NV 89501	63.1 3415 Idlewild Dr, Reno, NV 89509-2251	99.2 990 Wheatland Ct, Reno, NV 89511-8526	
17.2 135 N Sierra St, Reno, NV 89501	63.2 3415 Idlewild Dr, Reno, NV 89509-2251	99.3 990 Wheatland Ct, Reno, NV 89511-8526	
20.1 14499 Lear Blvd # 1-2, Reno, NV 89506-2606	63.3 3415 Idlewild Dr, Reno, NV 89509-2251	100.1 EVANS RR TRACK, RENO, NV 89551	
24.1 155 Cowan Dr, Reno, NV 89509-1097	69.1 400 Island Ave, Reno, NV 89501-1838	101.1 NEED ADDRESS - 2 LON 119, 928250, RENO, NV 89521	
24.2 155 Cowan Dr, Reno, NV 89509-1097	69.2 400 Island Ave, Reno, NV 89501-1838	102.1 MERIDIAN LANE, RENO, NV 89509	
25.1 1595 Wilbur May Pkwy, Reno, NV 89521	69.3 400 Island Ave, Reno, NV 89501-1838	103.1 Meridian Ln AT Southampton Dr, Reno, NV 89509	
25.2 1595 Wilbur May Pkwy, Reno, NV 89521	69.4 400 Island Ave, Reno, NV 89501-1838	104.1 NEED ADDRESS - 3, RENO, NV 89501	
25.3 1595 Wilbur May Pkwy, Reno, NV 89521	73.1 4250 Norton St, Reno, NV 89506-8949	105.1 1ST Winter St, Reno, NV 89503-5526	
25.4 1595 Wilbur May Pkwy, Reno, NV 89521	73.2 4250 Norton St, Reno, NV 89506-8949	105.2 1ST Winter St, Reno, NV 89503-5526	
30.1 1650 Carat Ave, Reno, NV 89521	73.3 4250 Norton St, Reno, NV 89506-8949	114.1 3100 Dickerson Rd, Reno, NV 89503-4914	
30.2 1650 Carat Ave, Reno, NV 89521	73.4 4250 Norton St, Reno, NV 89506-8949	114.2 3100 Dickerson Rd, Reno, NV 89503-4914	
30.3 1650 Carat Ave, Reno, NV 89521	73.5 4250 Norton St, Reno, NV 89506-8949	126.1 10 N Virginia St, Reno, NV 89501	
37.1 1950 Steamboat Pkwy, Reno, NV 89521	73.6 4250 Norton St, Reno, NV 89506-8949	127.1 150 S Virginia St, Reno, NV 89501	
37.2 1950 Steamboat Pkwy, Reno, NV 89521	73.7 4250 Norton St, Reno, NV 89506-8949	133.1 CORNER OF LAKE E COMMERCIAL ROW, RENO, NV 89501	
37.3 1950 Steamboat Pkwy, Reno, NV 89521	73.8 4250 Norton St, Reno, NV 89506-8949	135.1 957 Kuenzli St, Reno, NV 89502-1160	
37.4 1950 Steamboat Pkwy, Reno, NV 89521	73.9 4250 Norton St, Reno, NV 89506-8949	136.1 957 Kuenzli St, Reno, NV 89502-1160	
37.5 1950 Steamboat Pkwy, Reno, NV 89521	73.10 4250 Norton St, Reno, NV 89506-8949	137.1 TRUCKEE RIVER PATH-E OF WELLS AVE KUENZLI, RENO, NV 89502	
39.1 1980 Lakeside Dr, Reno, NV 89509-3411	73.11 4250 Norton St, Reno, NV 89506-8949	140.1 190 Telegraph St, Reno, NV 89502-2207	
39.2 1980 Lakeside Dr, Reno, NV 89509-3411	73.12 4250 Norton St, Reno, NV 89506-8949	141.1 5 Kietzke Ln, Reno, NV 89502	
39.3 1980 Lakeside Dr, Reno, NV 89509-3411	73.13 4250 Norton St, Reno, NV 89506-8949	149.1 6800 Pembroke Dr, Reno, NV 89502-9554	
	73.14 4250 Norton St, Reno, NV 89506-8949	149.2 6800 Pembroke Dr, Reno, NV 89502-9554	
	73.15 4250 Norton St, Reno, NV 89506-8949	149.3 6800 Pembroke Dr, Reno, NV 89502-9554	
	73.16 4250 Norton St, Reno, NV 89506-8949	150.2 3000 S Mccarran Blvd, Reno, NV 89502	
	73.17 4250 Norton St, Reno, NV 89506-8949	150.3 3000 S Mccarran Blvd, Reno, NV 89502	
	73.18 4250 Norton St, Reno, NV 89506-8949	150.4 3000 S Mccarran Blvd, Reno, NV 89502	
	73.19 4250 Norton St, Reno, NV 89506-8949		
	73.20 4250 Norton St, Reno, NV 89506-8949		
	73.21 4250 Norton St, Reno, NV 89506-8949		
	73.22 4250 Norton St, Reno, NV 89506-8949		
	73.23 4250 Norton St, Reno, NV 89506-8949		
	73.24 4250 Norton St, Reno, NV 89506-8949		
	73.25 4250 Norton St, Reno, NV 89506-8949		
	73.26 4250 Norton St, Reno, NV 89506-8949		
	73.27 4250 Norton St, Reno, NV 89506-8949		
	76.1 455 E 2nd St, Reno, NV 89502-1020		
	76.2 455 E 2nd St, Reno, NV 89502-1020		



# Quote Comparison - DIC

Details	10/1/2023-10/1/2024 Expiring	10/1/2024-10/1/2025 Renewal	DIFF
<b>Primary Carrier</b>	Various	Various	
AM Best's Rating	Various	Various	
Premium	\$594,146.07	\$611,277.99	
<b>TOTAL ANNUAL PREMIUM</b>	<b>\$594,146.07</b>	<b>\$611,277.99</b>	<b>3%</b>
<b>Limits of Liability</b>			
Earth Movement Only	\$40,000,000	\$40,000,000	
Flood - Excluding High Hazard Zones A&V	\$15,000,000	\$15,000,000	
<b>Deductibles:</b>	\$10,000,000	\$10,000,000	
<b>Subjectivities:</b>			
<b>- Signed, Dated and Selected TRIA Form</b>			

Man-made Earth Movement is excluded

Expiring was on the DIC form, renewal coverage is Named Perils

Flood coverage is excluded on the \$25M xs \$25M

# Quote Comparison - Pollution

Details	10/1/2023-10/1/2024 Expiring	10/1/2024-10/1/2025 Renewal	DIFF
Insurance Company	SiriusPoint Specialty Insurance	SiriusPoint Specialty Insurance	
A.M. Best Rating	N/A	N/A	
Premium	\$21,646.35	\$21,646.35	
Estimated Nevada Surplus Lines Tax and Fee (3.9% of Premium)	\$1,023.28	\$1,023.28	
<b>Total Due</b>	<b>\$22,669.63</b>	<b>\$22,490.19</b>	<b>- &lt; 1%</b>
Clean-up Cost	\$2M / \$2M Aggregate	\$2M / \$2M Aggregate	
Third Party Claims for BI and PD	\$2M / \$2M Aggregate	\$2M / \$2M Aggregate	
Emergency Remediation Costs	\$2M / \$2M Aggregate	\$2M / \$2M Aggregate	
Diminution in Value	\$2M / \$2M Aggregate	\$2M / \$2M Aggregate	
Business Interruption	\$2M / \$2M Aggregate	\$2M / \$2M Aggregate	
Non-owned Disposal Site	\$2M / \$2M Aggregate	\$2M / \$2M Aggregate	
Transportation	\$2M / \$2M Aggregate	\$2M / \$2M Aggregate	
Mortgage Protection	\$2M / \$2M Aggregate	\$2M / \$2M Aggregate	
Job Site	\$2M / \$2M Aggregate	\$2M / \$2M Aggregate	
Disinfection Costs	\$25,000	\$25,000	
Supplemental Coverage	\$250,000	\$250,000	
<b>Deductibles/ SIR</b>			
Self-Insured Retention (SIR)	\$150,000	\$150,000	
Self-Insured Retention (SIR) – Disinfection Costs	\$25,000	\$25,000	
Business Interruption	3 days	3 days	
Non-owned Disposal Site (SIR)	\$25,000	\$25,000	
Transportation (SIR)	\$25,000	\$25,000	
Supplemental (SIR)	\$50,000	\$50,000	

# Quote Comparison – Pollution continued

Details	10/1/2023-10/1/2024 Expiring	10/1/2024-10/1/2025 Renewal	DIFF
<b>Terms and Conditions (not limited too)</b>			
Mold matter exclusion for vacant units or buildings until tenant occupied	X	X	
Pollution Exclusions – PFAS	X	X	
<b>Subjectivities</b>			
		1) Signed and Dated TRIA form	

# Quote Comparison – Auto Physical Damage and Contractor’s Equipment

Details	10/1/2023-10/1/2024 Expiring	10/1/2024-10/1/2025 Renewal	DIFF
<b>Insurance Company</b>	The Hanover Insurance Company	The Hanover Insurance Company	
A.M. Best Rating	A XV	A XV	
Premium	\$262,112.00	\$412,233.00	<b>57%</b>
Terrorism (TRIA) Premium	Declined	Declined	
<b>Total Due</b>	<b>\$262,112.00</b>	<b>\$412,233.00</b>	<b>57%</b>
Exposure: Reported Values (Vehicles & Equipment)	56,730,914	85,631,829	<b>51%</b>
Rate Per \$100 of Reported Values	\$0.46	\$0.48	<b>4%</b>
Coverage Applies To	Scheduled Vehicles and Equipment	Scheduled Vehicles and Equipment	
<b>Auto Physical Damage Coverage</b>			
Covered Property	Your Vehicles and Vehicles Leased or Rented from Others Under a Written Contract	Your Vehicles and Vehicles Leased or Rented from Others Under a Written Contract	
<b>Coverage/Limits</b>	"All Risk" Subject to Excluded Perils	"All Risk" Subject to Excluded Perils	
Scheduled Vehicles	Per Schedule On File With Company	Per Schedule On File With Company	
Catastrophe Limit – Per Occurrence	\$10,000,000	\$10,000,000	
<b>Coverage Extensions</b>			
Additional Debris Removal Expenses	\$50,000	\$50,000	
<b>Supplemental Coverages</b>			
Newly Acquired and Substitute Vehicles (covered if acquired during policy period)	\$1,000,000	\$1,000,000	
Pollutant Cleanup and Removal	\$25,000	\$25,000	
Towing and Labor Costs	\$25,000	\$25,000	
Personal Effects – Per Person/ Per Occurrence	\$1,000 / \$10,000	\$1,000/ \$10,000	
Rental Reimbursement	\$500 Per Day/\$10,000 Maximum	\$500 Per Day/ \$10,000 Maximum	

# Quote Comparison – Auto Physical Damage and Contractor's Equipment

Details	10/1/2023-10/1/2024 Expiring	10/1/2024-10/1/2025 Renewal	DIFF
<b>Contractors' Equipment Coverage</b>			
Property Covered	Blanket Equipment Coverage	Blanket Equipment Coverage	
Equipment Limit	\$1,000,000	\$1,000,000	
Catastrophe Limit – Per Occurrence	Included in Auto Physical Damage Limit	Included in Auto Physical Damage Limit	
Unscheduled Contractor's Equipment Limit/ Maximum Limit Per Any One Item	\$250,000/\$25,000	\$250,000/\$25,000	
Newly Acquired Contractor's Equipment – Maximum Limit Per Any One Item	\$1,000,000	\$1,000,000	
<b>Additional Coverages</b>			
Business Personal Property	\$25,000	\$25,000	
Continuing Rental or Lease Expense	\$25,000	\$25,000	
Contract Penalty	\$25,000	\$25,000	
Debris Removal – Additional Limits	\$100,000	\$100,000	
Employee Tools & Work Clothing – Any One Occurrence/ Any One Item	\$10,000/ \$2,500	\$10,000/ \$2,500	
Engine Emissions Green Coverage – Any One Occurrence/ Any One Policy Period	\$5,000/ \$10,000	\$5,000/ \$10,000	
Equipment borrowed From Others	\$50,000	\$50,000	
Equipment Leased and Rented From Others	\$50,000	\$50,000	
Equipment Lease or Rented To Others	\$500,000	\$500,000	
Equipment Loaned To Others	\$500,000	\$500,000	
Expediting Expense	\$25,000	\$25,000	
Extended Warranties	\$5,000	\$5,000	
False Pretense	\$500,000	\$500,000	
Fire & Police Department Service Charges	\$50,000	\$50,000	
Fire Suppression Equipment	\$50,000	\$50,000	
Hauling Property of Others as a Carrier for Hire	\$200,000	\$200,000	



# Quote Comparison – Auto Physical Damage and Contractor’s Equipment

Details	10/1/2023-10/1/2024 Expiring	10/1/2024-10/1/2025 Renewal	DIFF
Installation or Rigging Property	\$25,000	\$25,000	
Loss Adjustment Expenses	\$5,000	\$5,000	
Pollutant Cleanup and Removal	\$100,000	\$100,000	
Preservation of Property	\$5,000	\$5,000	
Rental Reimbursement/ Rental Reimbursement Period	\$100,000/ 72 Hours	\$100,000/ 72 Hours	
Reward Payments	\$25,000	\$25,000	
Spare Parts and Fuel	\$25,000	\$25,000	
Theft Prevention Devices Deductible Waiver	\$25,000	\$25,000	
Waterborne Property	\$500,000	\$500,000	
<b>Maximum Loss – Per Occurrence – All Lines Combined</b>	\$10,000,000	\$10,000,000	
<b>Deductibles</b>			
Fire Engines	\$500,000	\$500,000	
Flood at 3415 Idlewild Drive	\$250,000	\$250,000	
All Other	\$25,000	\$25,000	
Contractor’s Equipment at 3415 Idlewild Drive	\$250,000	\$250,000	
Contractor’s Equipment	\$25,000	\$25,000	
<b>Valuation</b>			
Replacement Cost up to 125% of scheduled value for a vehicle or equipment with a scheduled value within 75% of replacement cost at time of loss.	Yes	Yes	
<b>AUDIT</b> - Annual at 50% of rate pro-rata for owned vehicles and equipment; flat charge as respects leased and rented vehicles and equipment	Yes	Yes	

# Quote Comparison – Auto Physical Damage and Contractor’s Equipment

Details	10/1/2023-10/1/2024 Expiring	10/1/2024-10/1/2025 Renewal	DIFF
Scheduled Vehicle Physical Damage Floater Endorsement – Communication equipment (audio visual, sound receiving or sound transmitting equipment, including telephones, cell phones, two-way radios, antennas, recorders, players, and laptops) is <u>not covered</u> <u>unless</u> the equipment or its mountings are permanently installed in, or upon, the vehicle.	Yes	Yes	
Deductible Waiver (up to \$10,000) for National Equipment Register (NER) – applies if the Insured's stolen equipment is not recovered within the first 60 days of date of loss and the equipment was registered with the NER prior to a loss.	Yes	Yes	
Exclusions as Listed in Quote.			
<b>Subjectivities</b>			
1. Hanover may elect to provide loss control services and anticipates compliance with any essential recommendations.			
2. The renewal quote is subject to confirmation of final schedule with values at renewal date.			
3. The renewal quote is subject to loss activity to the renewal date.			
4. Receipt and review of location/garaging details for covered vehicles and equipment prior to binding.			
5. This coverage is subject to annual adjustment. Once the updated schedule is received for the coming year, Hanover will use it to adjust premium on the expiring term.			

# Details of Payment Terms

Your insurance premiums can be paid as invoiced, and premium is due upon receipt. Alternatively, the premium can be financed and paid in monthly instalments, which can vary from 6 instalments to 12.

Should you require any further information, please do not hesitate to contact your Aon service team, who will be happy to obtain a quote on your behalf.

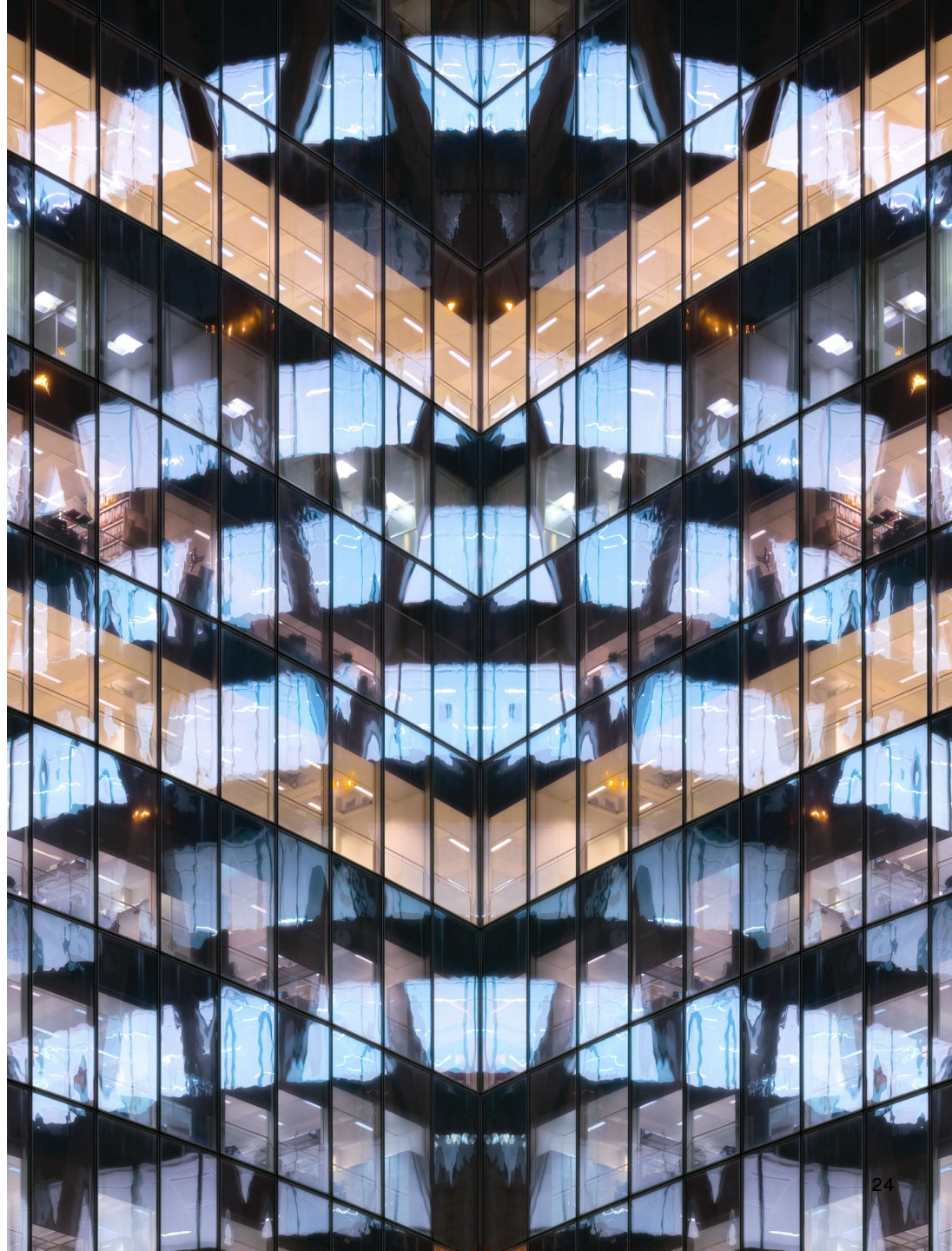




# Commercial Risk Solutions

## U.S. Business Terms

For the agreed upon Business Terms, please refer to the contract between Aon and the City of Reno, executed by the City on May 11, 2022.





# Appendix

Copies of Carrier Notes

**AON**





# Property Placement Considerations

## Policy Limits and Sub-limits

The Limits (and sub-limits) of Liability of the City of Reno Property Program (Program) reflect your binding instructions to Aon. Higher Program limits may be available for additional cost and may be increased at any time (i.e. during the policy term or at anniversary) should City of Reno exposures, loss activity or risk appetite require. Please contact us immediately if City of Reno would like options to increase its Program Limit or sub-limits.

Pursuant to the City of Reno Master Policy, summarized herein, the Program limit of liability automatically reinstates after each loss Occurrence, with several notable exceptions, including for example: Earthquake, Flood and Land and Water Clean Up Expense, for which separate annual aggregate sub-limits apply. Annual aggregate sub-limits means the maximum amount collectible under that sublimit or coverage provision in any one policy year, regardless of the number of losses or locations involved in the loss(es). In the event of a loss or losses that equals or exceeds any of these sub-limits there will be no coverage under this policy(ies) for the remainder of the policy year unless the sublimit is reinstated in consideration of additional premium. Additionally, you will note the City of Reno Master Policy form (included as an attachment in this document) contain numerous per occurrence coverage sub-limits. Each of these sub-limits is the maximum amount collectible under that sublimit or coverage provision in any one occurrence, regardless of the number of locations involved in the loss.

Therefore, as noted above, we strongly encourage City of Reno to monitor its exposure to loss during the policy term and contact us if we may be of assistance or additional coverage limits are required.

## Limits Adequacy

As discussed in the Renewal Strategy meeting, it is our goal to provide you with a property insurance program that affords adequate limits of insurance to 1) prudently cover foreseeable events and 2) match or exceed limits purchased by your peer companies. In order to maintain a judicious process, there is a continuum of activities that should be carried on throughout the policy term:

- Update insurance values including acquisitions and divestitures
- Obtain Fire and Accident to an Object Engineering Reports and Maximum Foreseeable Loss studies including business interruption interdependency and supply chain disruption analysis
- Obtain up to date flood zone determinations for all locations
- Have natural catastrophe loss (windstorm, flood and earthquake) modeling reports prepared
- Have your cyber defenses evaluated
- Have benchmarking studies prepared

Armed with this information, Aon urges you to annually review your Property Risk Appetite Policy. Such a Policy should be the foundation of our minimum limits strategy. Aon stands ready to assist with any of these activities.

# Property Placement Considerations

## Excess Layers

The Step Down / Drop Down provision mirrors this for the excess layers in that:

- The total loss is determined as any combination of loss or damage, all of which are insured under the primary policy even though such loss or damage may not be insured in the excess policy(ies).
- Any recoveries made under the underlying policies will first apply to loss or damage not insured against by the excess policy(ies). Upon exhaustion of the underlying policy limits, the excess policy(ies) shall apply in excess of the amount attributed to the underlying policy(ies) as respects loss or damage insured by the excess policy(ies) subject to the limit of the excess policy(ies).
- As respects each individual excess policy, if there are other excess policy(ies) insuring the property for loss or damage insured against in the underlying policy(ies) but not insured by an excess policy, that policy will allocate any loss recoveries made under the underlying policy(ies) in the same proportion as the amount of loss or damage insured against by that policy bears to the combined total loss. Upon exhaustion of underlying policy(ies) limits, the policy in question will apply in excess of the amount attributed to the underlying policies as respects loss or damage insured by the excess policy subject to the limit of that policy.
- As respects each individual excess policy, the provision above does not apply when the amount of loss attributed to loss or damage insured under the underlying policy(ies), but not insured under an excess policy, exceed the total amount of insurance provided by the primary and excess coverages with respect to said loss or damage. In this situation, any recoveries made under underlying policy(ies) will first apply to loss or damage not insured by the policy in question. Upon exhaustion of the underlying policy(ies) limits, the policy in question will apply in excess of the amount attributed to underlying policy(ies) as respects loss or damage insured by the excess policy subject to the limit of that policy.
- As respects each individual excess policy, in the event the Flood and/or Earthquake annual aggregate limits of any underlying policy are diminished or exhausted in any one policy year, any loss or damage insured under the excess policy in question for Flood and/or Earthquake shall apply as excess of any undiminished or unexhausted limits subject to the Underlying Policy deductibles. It is important to note that if underlying Flood and/or Earthquake annual aggregate limits are diminished or exhausted due to losses in High Hazard Zones certain excess policy(ies) may not apply as excess of any undiminished or unexhausted limits if High Hazard Flood and/or Earthquake are excluded.

# Property Placement Considerations

## Margin, Location Limit of Liability and Occurrence Limit of Liability Clauses

If insurers believe property values may be inadequately reported, they are now pushing for Margin Clauses, Location Limit of Liability Clauses or Occurrence Limit of Liability clauses. Insurers include these clauses in property policies to limit the maximum payable loss under the policy, based on the reported values. *These clauses may substantially reduce insurance recoveries in circumstances where values at time of loss are found to exceed the values reported on the Insured's schedule of values.*

Clients should review their property policy to determine whether it contains one of the following: Margin clause, Location Limit of Liability clause, or an Occurrence Limit of Liability clause.

**Margin clause:** When a Margin clause is part of the policy, *it typically limits the maximum payable loss to a specified percentage of the values reported on the Insured's schedule of values.* A Margin clause creates a limit of liability equal to the margin percentage times the value reported on the Insured's schedule of values. Loss in excess of the limit is not recoverable. For example, if a policy's Margin clause states that the maximum loss payable is 120% of the reported value, the maximum loss payable will be 120% of the value reported on the Insured's schedule of values.

**Location Limit of Liability clause:** When this clause is included in a policy, *it typically limits the maximum payable loss at an insured location to the values reported for that location on the Insured's schedule of values.* The values stated on the Insured's schedule of values per location essentially become location limits.

**Occurrence Limit of Liability clause:** When this clause appears in a policy, *it typically limits the maximum payable loss for individual categories or items at an insured location to the values reported on the Insured's schedule of values.* As a basic example, if the values reported on the Insured's schedule of values for a location are \$1 million for the building, \$500,000 for personal property, and \$500,000 for time element, then those will be the applicable sub-limits for loss at that location.

Margin clauses have the effect that loss in excess of the stated percentage of the reported values is not recoverable. Both Location Limit of Liability and Occurrence Limit of Liability clauses have the effect that loss in excess of reported values is not recoverable.

# Property Placement Considerations

## Natural Catastrophe Deductibles

Earthquake, Named Windstorm and Flood deductibles are typically a percentage of values. If percentage deductibles apply it is important to understand how these percent deductibles work. The key is to know with certainty what value amount these percent deductibles apply to. In your policy the percentages apply to Units of Insurance.

## Examples

### Earthquake, Named Windstorm or Flood coverage with a 5% deductible.

The following exhibit is an example of how a percentage deductible works using Units of Insurance:

Unit	Value	Damage	5% Deductible
Building A	USD\$100 million	USD\$10 million	USD\$5,000,000
Personal Property in Building A	USD\$50 million	USD\$5 million	USD\$2,500,000
Building B	USD\$5 million	USD\$4 million	USD\$250, 000
Personal Property in Building B	USD\$5 million	USD\$0	USD\$0
Building C	USD\$5 million	USD\$0	USD\$0
Personal Property in Building C	USD\$10 million	USD\$0	USD\$0
Personal Property in the open	USD\$5 million	USD\$0	USD\$0
All affected Gross Earnings	USD\$10 million	USD\$3 million	USD\$500,000
Total	USD\$190 million	USD\$22 million	USD\$8,250,000

The example above is provided as an illustration of “per unit of insurance” percentage deductibles. The definitions and application of percentage deductibles may vary from policy to policy. Please refer to the policy for complete information on definitions and application of “per unit of insurance” or “per location” deductibles.

## About Aon

[Aon plc](#) (NYSE: AON) exists to shape decisions for the better —to protect and enrich the lives of people around the world. Through actionable analytic insight, globally integrated Risk Capital and Human Capital expertise, and locally relevant solutions, our colleagues in over 120 countries and sovereignties provide our clients with the clarity and confidence to make better risk and people decisions that help protect and grow their businesses.

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## City of Reno

## Commission Disclosure Report

Policy Eff Date	LOB Description	Carrier Name	Intermediary, if applicable	Premium	Quoted AON Commission Rate	National Add'l Commission Rate	Total Cost to Client
10/1/2024	General Liability (w/ TRIA)	Safety National Casualty Co.	-	\$ 553,272	0.00%	-	\$ 553,272
10/1/2024	Second Excess Liability (w/ TRIA)	Berkley Public Entity	-	\$ 352,200	0.00%	-	\$ 352,200
10/1/2024	Excess Workers' Compensation	Safety National Casualty Co.	-	\$ 604,231	0.00%	-	\$ 604,231
10/1/2024	Crime	Hanover	-	\$ 9,675	0.00%	-	\$ 9,675
10/1/2024	Property	Liberty Mutual	-	\$ 1,020,294	0.00%	-	\$ 1,020,294
10/1/2024	DIC	Various	-	\$ 611,278	0.00%	-	\$ 611,278
10/1/2024	Pollution	SiruisPoint Specialty Insurance Company	-	\$ 21,646	0.00%	-	\$ 21,646
10/1/2024	Auto Physical Damage	Hanover	-	\$ 412,233	0.00%	-	\$ 412,233
				<b>\$ 3,584,829</b>			<b>\$ 3,584,829</b>

## Disclosures

<sup>1</sup>: Aon is an insurance broker and, when serving as your retail insurance broker, in addition to or in lieu of compensation you may pay, Aon may earn compensation which relates in whole or in part to your insurance placement. Such compensation may vary based upon a number of factors, including but not limited to the involvement of third parties, the insurance contract and the insurer you select, if we perform administrative activities at the time of placement or during the period of insurance in relation to specific products and facilities which facilitate the insurers' own activities, as well as the volume and/or profitability of business we place with each insurer.

Edition Date: September 18, 2024

# CITY OF RENO

POLICY EFFECTIVE: 10/01/2024 - 10/01/2025

PROPOSAL PREPARED FOR:

AON RISK INS SERVICES WEST INC - ACL  
425 MARKET ST STE 2800  
SAN FRANCISCO, CA 94105

PROVIDED BY:



**Liberty Mutual<sup>®</sup>**  
**INSURANCE**

PROVIDED ON: 09/17/2024

PROPOSAL EXPIRATION DATE: 10/01/2024

Liberty Mutual Insurance is the marketing name for the property and casualty insurance operations of Liberty Mutual Insurance Company and its' affiliates, 175 Berkeley Street, Boston, MA 02166. Not all insurance coverages are available in all states and policy terms may vary based on individual state requirements.

# Program Overview

This proposal may vary from your original request for coverage. Please review the proposal carefully for any variances. This proposal is offered in consideration of the following initial premium inclusive of any premium shown on endorsements which are part of the Policy at the time of issue. If you change your coverage election for "certified act(s) of terrorism" (TRIA), the Total Policy Premium amount shown on the proposal will be recalculated.

Premium	
Policy Premium	
Excluding premium for "certified act(s) of terrorism" (TRIA)	\$1,014,089
"Certified act(s) of terrorism" (TRIA)	\$6,205
Fire Following "certified act(s) of terrorism" (TRIA)	\$0
State or Municipal Taxes, Surcharges & Other	\$0
<b>Total Policy Premium</b>	<b>\$1,020,294</b>
Commission	0%
Deposit Amount / Other charges	\$0
Billing Plan	Annual

## Program Overview

Total Insurable Values	
Real Property	\$661,543,505
Personal Property	\$130,974,128
Time Element / Rents	\$5,407,448
Total Insured Values	\$797,925,081

**This proposal is subject to:**

- Receipt of Completed TRIA Forms
- Receipt of Signed SOV

## Coverage Outline

Policy Coverages	Limits of Liability
Policy Limit of Liability	\$600,000,000
Time Element	\$10,000,000
Except the following:	
NCP for vehicles.	
Property Damage and Time Element	No Coverage Provided
<b>59.1</b> 315 Record St, Reno, NV 89512-3327	
Property Damage and Time Element	\$11,433,001
Real Property	\$10,810,261
Personal Property	\$622,740
Time Element	No Coverage Provided
<b>120.1</b> 335 Record St, Reno, NV 89512-3327	
Property Damage and Time Element	\$22,436,444
Real Property	\$21,813,704
Personal Property	\$622,740
Time Element	No Coverage Provided
<b>158.1</b> 21130 Mount Rose Hwy, Reno, NV 89511-5728	
Property Damage and Time Element	\$2,000,000
Property Damage and Time Element Coverages	Limits of Liability
Accounts Receivable	\$25,000,000
Attraction Property	1 statute miles from a covered location 30 consecutive days, not to exceed \$2,500,000
Brands and Labels	\$1,000,000

## Coverage Outline

Property Damage and Time Element Coverages	Limits of Liability
Civil or Military Authority	5 statute miles from a covered location 30 consecutive days, not to exceed \$10,000,000
Computer Systems Non Physical Damage and Data, Programs or Software	
Computer Systems Non Physical Damage	\$25,000
Data, Programs or Software	\$1,000,000
Contingent Time Element	
Direct Dependent Contingent Time Element	No Coverage Provided
Indirect Dependent Contingent Time Element	No Coverage Provided
Direct Dependent Scheduled	
Direct Dependent Contingent Time Element	\$5,000,000
Indirect Dependent Contingent Time Element	\$1,000,000
Control Of Damaged Goods	\$1,000,000
Course of Construction	\$10,000,000
Crisis Management	30 consecutive days, not to exceed \$1,000,000
Debris Removal	\$10,000,000
Decontamination Costs	\$1,000,000
Deferred Payments	\$1,000,000
Delay In Start-up	\$1,000,000
Demolition and Increased Cost of Construction	
Damaged, per Section II, D.10.b.1 Limit	\$25,000,000
Undamaged, per Section II, D.10.b.2 Limit	\$50,000,000
Errors And Omissions	\$25,000,000
Expediting Expense	\$10,000,000
Extended Period of Liability	365 consecutive days
Extra Expense	\$10,000,000



## Coverage Outline

Property Damage and Time Element Coverages	Limits of Liability
Fine Arts (not to exceed the limits specified below)	\$2,500,000
Per Scheduled on file with us	\$2,500,000
Fire Department Service Charges	\$1,000,000
Impounded Water	30 consecutive days, not to exceed \$1,000,000
Ingress/Egress	5 statute miles from a covered location 30 consecutive days, not to exceed \$10,000,000
Land and Water Cleanup, Removal and Disposal in the annual aggregate	\$1,000,000
Leasehold Interest	\$1,000,000
Miscellaneous Personal Property	\$2,500,000
Miscellaneous Unnamed Locations	\$5,000,000
Mold, Mildew or Fungus directly resulting from a Covered Loss	\$1,000,000
Newly Acquired Locations	60 consecutive days, not to exceed \$25,000,000
Off Premises Interruption of Services (Property Damage and Time Element combined)	\$10,000,000
Ordinary Payroll	90 consecutive days
Professional Fees	\$250,000
Radioactive Contamination	\$250,000
Rental Insurance	\$1,000,000
Research and Development	\$1,000,000
Soft Costs	\$1,000,000
Tax Liability	\$3,000,000
Transit	\$2,500,000
Valuable Papers and Records	\$10,000,000

## Coverage Outline

<b>Earth Movement</b>	<b>Limits of Liability</b>
Earth Movement in the annual aggregate	\$10,000,000
<b>Earth Movement Sprinkler Leakage</b>	<b>Limits of Liability</b>
Earth Movement Sprinkler Leakage	\$100,000,000
<b>Equipment Breakdown</b>	<b>Limits of Liability</b>
Property Damage	Included
Time Element	Included
Except the following limits are part of and not in addition to the Equipment Breakdown limits specified above:	
Equipment Breakdown Ammonia Contamination	\$100,000
Contingent Time Element	\$100,000
Equipment Breakdown Spoilage Damage	\$100,000
<b>Flood</b>	<b>Limits of Liability</b>
Flood in the annual aggregate	\$10,000,000
Except the following limits apply per occurrence and in the annual aggregate, and are part of and not in addition to the Flood annual aggregate limit:	
Flood Hazard - High	\$5,000,000
<b>Named Storm</b>	<b>Limits of Liability</b>
Named Storm	Included

## Coverage Outline

### Notices & Disclosures

Form Name	Form Number	Limits of Liability
Disclosure Pursuant to Terrorism Risk Insurance Act	CNP 90 06 01 20	TRIA Accepted

### Endorsements

Form Name	Form Number	Limits of Liability
Cap on Losses From Certified Acts of Terrorism	PY 04 03 01 17	
Actual Cash Value - Defined	PY 04 20 11 20	

[Click here to view the TRIA Coverage Information](#)

### Cancellation Time Specifications

Reason	Time
Cancellation for Nonpayment of Premium	10 days
Cancellation for all reasons other than Nonpayment of Premium	30 days

### Occurrence Time Specifications

Occurrence	Time
Earth Movement	continuous 72 hours
Named Storm	continuous 72 hours

### Qualifying Period Table

Coverage	Qualifying Period
Computer Systems Non Physical Damage and Data, Programs or Software	
Computer Systems Non Physical Damage	24 hours

### Qualifying Period Table

Coverage	Qualifying Period
Data, Programs or Software	24 hours
Crisis Management	24 hours
Off Premises Interruption of Services - Property Damage & Time Element	24 hours

# Deductibles



Standard Policy Deductibles	Deductibles
<b>Policy Deductible (except as otherwise indicated)</b>	\$50,000
Except the following:	
<b>120.1</b> 335 Record St, Reno, NV 89512-3327 Property Damage and Time Element	\$150,000
<b>158.1</b> 21130 Mount Rose Hwy, Reno, NV 89511-5728 Property Damage and Time Element	\$50,000
<b>59.1</b> 315 Record St, Reno, NV 89512-3327 Property Damage and Time Element	\$150,000
<b>Water Damage</b>	
All direct physical loss or damage to covered property (including any insured TIME ELEMENT loss) caused by or resulting from water damage, other than water damage caused by flood, fire or wind Property Damage and Time Element	\$100,000
Off Premises Interruption of Services (Property Damage and Time Element combined)	\$50,000
CAT and Equipment Breakdown Deductibles	Deductibles
<b>Earth Movement</b>	2% subject to \$250,000 minimum, applying per unit
<b>Earth Movement Sprinkler Leakage</b>	2% per unit subject to \$250,000 minimum per unit
<b>Equipment Breakdown</b>	
Property Damage and Time Element	\$50,000
<b>Flood</b>	\$100,000

Deductibles

CAT and Equipment Breakdown Deductibles	Deductibles
Flood Hazard - High Property Damage and Time Element	5% subject to \$250,000 minimum, applying per unit
Named Storm	\$50,000

# SOV & Draft Policy



## **Schedule of Covered Locations**

Please see the attached Statement of Values (SOV) for the schedule of covered locations.

## **Draft Policy**

### **Draft Policy Disclaimer**

The Draft Policy is neither a contract nor an actual policy of insurance.

This draft policy does not alter, amend, modify, replace or supersede in any way any of our dealings, agreements or arrangements to date, including any binders or policies of insurance that have been issued (or may be issued in the future).

If we issue an actual policy of insurance you must look to and rely upon the full terms and conditions of that policy to determine the nature and extent of coverage. Your actual policy contains specific terms, definitions, exclusions and conditions. In case of any conflict, the language of your actual policy will control the resolution of all coverage questions. Please read your actual policy of insurance carefully. This proposal is based on the attached draft policy.



# Terms & Conditions

This document is a proposal to provide coverage based solely on these specifications. We will not be bound or obligated by proposals, specifications, or requests prepared by any other party.

Any coverage described in this proposal is not bound until expressly accepted, in writing, by an employee who is authorized to bind these coverages for Liberty Mutual Insurance at these values and locations.

This document is not a policy of insurance. Coverage will be determined by the terms and conditions of the policy or policies issued by us. This document was created and distributed to you solely for information purposes only. You must look to and rely upon the full terms and conditions of the policy to determine the nature and extent of coverage.

Included in this proposal is a draft policy to help you make an informed decision regarding your commercial property insurance needs. This draft policy, however, is for informational purposes only and may not include all of the endorsements that would be part of the actual policy, including various state amendatory endorsements. It does not alter, amend, modify, replace or supersede any of our dealings, agreements or arrangements to date, including any binders or policies of insurance that have been issued (or may be issued in the future). Employers Insurance Company of Wausau reserves the right, but is not required, to inspect any location insured hereunder.

## **Effective Period**

This proposal is valid for 60 days from the Date of Proposal or until the Effective Date (whichever is earlier) and is solely an estimate of premium, based on the information provided, and all amounts are subject to change. This proposal does not bind or provide actual coverage and is not an offer of insurance. Specific terms of coverage, exclusions, and limitations are contained solely in a completed insurance policy for which a premium has been paid.

The pricing is based on placing all proposed coverages and services with Liberty Mutual Insurance. Pricing for separate coverages and services may be available upon request.

All policy coverages, terms, and conditions are subject to applicable State Amendatory Endorsements.

## **Required Documents**

The following document(s) must be signed and returned to us by the effective date of the policy, or within 30 days of receipt, whichever is later.

- Terrorism Coverage Election Form

Failure to execute and return the required documents within the specified time frame may result in withdrawal of the proposal or cancellation where allowed by law.

## Premium Conditions

- (i) Premium is shown on an annual basis, unless otherwise stated.
- (ii) Premium is inclusive of commission shown.
- (iii) Premium is payable in full or as specified above within 30 days of inception, except 90 days for any portion of allocated premium outside of the United States.
- (iv) Commission, if any shown, is not payable on surcharges or fees of any kind.

## Surcharges, Assessments and Taxes

Surcharges, Assessment and Taxes are estimates only and are subject to adjustment. Final amounts will be reflected on the actual binder/policy.

## Offer of Coverage For Certified Acts of Terrorism

This proposal includes an offer of coverage for Certified Acts of Terrorism (as defined by the Terrorism Risk Insurance Act).

You can elect to:

- Accept the offer of coverage at the indicated premium as stated in this Proposal, or
- Reject the offer of coverage for Certified Acts of Terrorism.

If you reject this coverage, then an exclusion for Certified Acts of Terrorism (as defined by the Terrorism Risk Insurance Act) will apply.

Please refer to the [Policyholder Disclosure - Notice of Offer to Purchase Terrorism Insurance For Policy Period](#) at the end of this proposal and kindly return the signed [Terrorism Coverage Election Form](#) to:

AILEEN CAMERON  
LIBERTY MUTUAL INSURANCE COMPANY  
1340 TREAT BLVD  
WALNUT CREEK, CA 94597

To learn more about Liberty Mutual's privacy policy, go to [libertymutual.com/privacy](https://libertymutual.com/privacy).

# TRIA Form

CITY OF RENO  
1 E 1ST ST FL 1ST  
RENO NV 89501

Effective: 10/01/2024



## POLICYHOLDER DISCLOSURE

### NOTICE OF OFFER TO PURCHASE TERRORISM INSURANCE FOR POLICY PERIOD

This notice contains important information about the Terrorism Risk Insurance Act and your option to purchase terrorism insurance coverage. Please read it carefully.

#### **The Terrorism Risk Insurance Act**

The Terrorism Risk Insurance Act, including all amendments ("TRIA" or the "Act") establishes a program to spread the risk of catastrophic losses from certain acts of terrorism between insurers and the federal government. If an individual insurer's losses from certified acts of terrorism exceed a specified deductible amount, the government will reimburse the insurer for a percentage of losses (the "Federal Share") paid in excess of the deductible, but only if aggregate industry losses from such acts exceed the "Program Trigger". An insurer that has met its insurer deductible is not liable for any portion of losses in excess of \$100 billion per year. Similarly, the federal government is not liable for any losses covered by the Act that exceed this amount. If aggregate insured losses exceed \$100 billion, losses up to that amount may be pro-rated, as determined by the Secretary of the Treasury.

Beginning in calendar year 2020, the Federal share is 80% and the Program Trigger is \$200,000,000.

## Mandatory Availability of Coverage For “Certified Acts of Terrorism” and Disclosure of Premium

TRIA requires insurers to make coverage available for any loss that occurs within the United States (or outside of the U.S. in the case of the U.S. missions and certain air carriers and vessels), results from a "certified act of terrorism" AND that is otherwise covered under your policy.

A "certified act of terrorism" means:

[A]ny act that is certified by the Secretary [of the Treasury], in consultation with the Secretary of Homeland Security, and the Attorney General of the United States

- (i) to be an act of terrorism;
- (ii) to be a violent act or an act that is dangerous to –
  - (I) human life;
  - (II) property; or
  - (III) infrastructure;
- (iii) to have resulted in damage within the United States, or outside of the United States in the case of
  - (I) an air carrier (as defined in section 40102 of title 49, United States Code) or United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States); or
  - (II) the premises of a United States mission; and
- (iv) 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.

## How the Act Affects Your Policy and What You Must Do

### Selection or Rejection of Optional Terrorism Insurance Coverage

You have the option of purchasing coverage for losses resulting from "certified acts of terrorism". The premium for optional terrorism coverage is in addition to any mandatory premium shown on the attached Terrorism Coverage Election Form. Coverage for losses from "certified acts of terrorism" is still subject to, and may be limited by, all other terms, conditions and exclusions contained in your policy.

The premium charge for this coverage for the policy period is \$6,205.

If you reject this offer, you will not be covered for losses resulting from "certified acts of terrorism".

Please indicate on the attached coverage election form, whether you accept or reject this offer. If we do not receive a completed Terrorism Coverage Election Form from you, coverage for "certified acts of terrorism" will be excluded from your policy.

## TERRORISM COVERAGE ELECTION FORM

CITY OF RENO  
1 E 1ST ST FL 1ST  
RENO NV 89501

Effective: 10/01/2024

### Please indicate your election to accept or reject this offer below:

☐

I hereby elect to purchase coverage for "certified acts of terrorism" for the policy period for \$6,205.

☐

I hereby reject this offer of coverage for the policy period. I understand that by rejecting this offer, I will have no coverage for losses arising from "certified acts of terrorism".

### Mandatory Premium Disclosure Statement

Fire insurance is mandatory in some states. The premium charge for fire losses that result from "certified acts of terrorism" and occur in states that require this coverage is \$0 and is included in the total premium amount shown above. This mandatory premium will be charged whether you accept or reject terrorism coverage.

### Policyholder Acknowledgement

I hereby acknowledge that I have received notice of TRIA, the federal share of compensation for "certified acts of terrorism," the premium charge for losses covered by TRIA, and the Company's limit of liability should losses covered by TRIA exceed \$100 billion.

\_\_\_\_\_  
Policyholder/Applicant Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Policyholder/Applicant Signature

The summary of the Act and the coverage under your policy contained in this notice is necessarily general in nature. Your policy contains specific terms, definitions, exclusions and conditions. In case of any conflict, your policy language will control the resolution of all coverage questions. Please read your policy carefully.

If you have any questions regarding this notice, please contact your sales representative or agent.

## Flood Hazard Location(s):

### High Hazard Flood Location(s):

- 1.1 NEED ADDRESS - 1, RENO, NV 89501
- 3.1 1 E 1st St 11th Fl, Reno, NV 89501-1609
- 4.1 1 E 1st St, Reno, NV 89501-1609
- 4.2 1 E 1st St, Reno, NV 89501-1609
- 4.3 1 E 1st St, Reno, NV 89501-1609
- 4.4 1 E 1st St, Reno, NV 89501-1609
- 4.5 1 E 1st St, Reno, NV 89501-1609
- 4.6 1 E 1st St, Reno, NV 89501-1609
- 5.1 1 S Arlington Ave, Reno, NV 89501
- 5.2 1 S Arlington Ave, Reno, NV 89501
- 5.3 1 S Arlington Ave, Reno, NV 89501
- 5.4 1 S Arlington Ave, Reno, NV 89501
- 5.5 1 S Arlington Ave, Reno, NV 89501
- 6.2 1000 Jamaica Ave, Reno, NV 89502
- 7.1 1005 Whitmore Ln, Reno, NV 89509-1019
- 16.1 Along Island Ave, Reno, NV 89503
- 17.1 135 N Sierra St, Reno, NV 89501
- 17.2 135 N Sierra St, Reno, NV 89501
- 20.1 14499 Lear Blvd # 1-2, Reno, NV 89506-2606
- 24.1 155 Cowan Dr, Reno, NV 89509-1097
- 24.2 155 Cowan Dr, Reno, NV 89509-1097
- 25.1 1595 Wilbur May Pkwy, Reno, NV 89521
- 25.2 1595 Wilbur May Pkwy, Reno, NV 89521
- 25.3 1595 Wilbur May Pkwy, Reno, NV 89521
- 25.4 1595 Wilbur May Pkwy, Reno, NV 89521
- 30.1 1650 Carat Ave, Reno, NV 89521
- 30.2 1650 Carat Ave, Reno, NV 89521
- 30.3 1650 Carat Ave, Reno, NV 89521
- 37.1 1950 Steamboat Pkwy, Reno, NV 89521
- 37.2 1950 Steamboat Pkwy, Reno, NV 89521
- 37.3 1950 Steamboat Pkwy, Reno, NV 89521
- 37.4 1950 Steamboat Pkwy, Reno, NV 89521
- 37.5 1950 Steamboat Pkwy, Reno, NV 89521
- 39.1 1980 Lakeside Dr, Reno, NV 89509-3411
- 39.2 1980 Lakeside Dr, Reno, NV 89509-3411
- 39.3 1980 Lakeside Dr, Reno, NV 89509-3411

39.4 1980 Lakeside Dr, Reno, NV 89509-3411  
39.5 1980 Lakeside Dr, Reno, NV 89509-3411  
41.1 2 S Arlington Ave, Reno, NV 89501  
42.1 2055 Idlewild Dr, Reno, NV 89509-1020  
42.2 2055 Idlewild Dr, Reno, NV 89509-1020  
42.3 2055 Idlewild Dr, Reno, NV 89509-1020  
42.4 2055 Idlewild Dr, Reno, NV 89509-1020  
42.5 2055 Idlewild Dr, Reno, NV 89509-1020  
42.6 2055 Idlewild Dr, Reno, NV 89509-1020  
42.7 2055 Idlewild Dr, Reno, NV 89509-1020  
42.8 2055 Idlewild Dr, Reno, NV 89509-1020  
44.1 220 W 1st St, Reno, NV 89501-1203  
44.2 220 W 1st St, Reno, NV 89501-1203  
55.1 300 W 1st St, Reno, NV 89503  
56.1 3005 Idlewild Dr, Reno, NV 89509-1140  
60.1 3200 Skyline View Dr # 1-2, Reno, NV 89509  
63.1 3415 Idlewild Dr, Reno, NV 89509-2251  
63.2 3415 Idlewild Dr, Reno, NV 89509-2251  
63.3 3415 Idlewild Dr, Reno, NV 89509-2251  
69.1 400 Island Ave, Reno, NV 89501-1838  
69.2 400 Island Ave, Reno, NV 89501-1838  
69.3 400 Island Ave, Reno, NV 89501-1838  
69.4 400 Island Ave, Reno, NV 89501-1838  
73.1 4250 Norton St, Reno, NV 89506-8949  
73.2 4250 Norton St, Reno, NV 89506-8949  
73.5 4250 Norton St, Reno, NV 89506-8949  
73.7 4250 Norton St, Reno, NV 89506-8949  
73.8 4250 Norton St, Reno, NV 89506-8949  
73.9 4250 Norton St, Reno, NV 89506-8949  
73.10 4250 Norton St, Reno, NV 89506-8949  
73.11 4250 Norton St, Reno, NV 89506-8949  
73.13 4250 Norton St, Reno, NV 89506-8949  
73.14 4250 Norton St, Reno, NV 89506-8949  
73.15 4250 Norton St, Reno, NV 89506-8949  
73.18 4250 Norton St, Reno, NV 89506-8949  
73.21 4250 Norton St, Reno, NV 89506-8949  
73.23 4250 Norton St, Reno, NV 89506-8949  
73.25 4250 Norton St, Reno, NV 89506-8949  
73.27 4250 Norton St, Reno, NV 89506-8949  
76.1 455 E 2nd St, Reno, NV 89502-1020  
76.2 455 E 2nd St, Reno, NV 89502-1020



78.1 4658 Aircenter Cir # 1-2, Reno, NV 89502-7917  
80.1 495 Galetti Way, Reno, NV 89502  
80.2 495 Galetti Way, Reno, NV 89502  
80.3 495 Galetti Way, Reno, NV 89502  
81.1 5 Park St, Reno, NV 89502-1031  
82.1 50 Cowan Dr, Reno, NV 89509-1009  
95.1 9100 Wilbur May Pkwy, Reno, NV 89521  
95.2 9100 Wilbur May Pkwy, Reno, NV 89521  
95.3 9100 Wilbur May Pkwy, Reno, NV 89521  
96.1 925 Riverside Dr, Reno, NV 89503-5583  
96.2 925 Riverside Dr, Reno, NV 89503-5583  
96.3 925 Riverside Dr, Reno, NV 89503-5583  
96.4 925 Riverside Dr, Reno, NV 89503-5583  
97.1 9675 Wilbur May Pkwy, Reno, NV 89521  
97.2 9675 Wilbur May Pkwy, Reno, NV 89521  
99.1 990 Wheatland Ct, Reno, NV 89511-8526  
99.2 990 Wheatland Ct, Reno, NV 89511-8526  
99.3 990 Wheatland Ct, Reno, NV 89511-8526  
100.1 EVANS RR TRACK, RENO, NV 89551  
101.1 NEED ADDRESS - 2 LON 119, 928250, RENO, NV 89521  
102.1 Meridian Lane, Reno, NV 89509  
103.1 Meridian Ln AT Southampton Dr, Reno, NV 89509  
104.1 NEED ADDRESS - 3, RENO, NV 89501  
105.1 1ST Winter St, Reno, NV 89503-5526  
105.2 1ST Winter St, Reno, NV 89503-5526  
114.1 3100 Dickerson Rd, Reno, NV 89503-4914  
114.2 3100 Dickerson Rd, Reno, NV 89503-4914  
126.1 10 N Virginia St, Reno, NV 89501  
127.1 150 S Virginia St, Reno, NV 89501  
133.1 CORNER OF LAKE E COMMERCIAL ROW, RENO, NV 89501  
135.1 957 Kuenzli St, Reno, NV 89502-1160  
136.1 957 Kuenzli St, Reno, NV 89502-1160  
137.1 TRUCKEE RIVER PATH-E OF WELLS AVE KUENZLI, RENO, NV 89502  
140.1 190 Telegraph St, Reno, NV 89502-2207  
141.1 5 Kietzke Ln, Reno, NV 89502  
149.1 6800 Pembroke Dr, Reno, NV 89502-9554  
149.2 6800 Pembroke Dr, Reno, NV 89502-9554  
149.3 6800 Pembroke Dr, Reno, NV 89502-9554  
150.2 3000 S Mccarran Blvd, Reno, NV 89502  
150.3 3000 S Mccarran Blvd, Reno, NV 89502  
150.4 3000 S Mccarran Blvd, Reno, NV 89502

150.5 3000 S Mccarran Blvd, Reno, NV 89502  
150.6 3000 S Mccarran Blvd, Reno, NV 89502  
150.7 3000 S Mccarran Blvd, Reno, NV 89502  
150.8 3000 S Mccarran Blvd, Reno, NV 89502  
150.9 3000 S Mccarran Blvd, Reno, NV 89502  
163.1 9555 Evergreen St, Reno, NV 89521  
169.1 1 S Sierra St, Reno, NV 89501-1928  
172.1 1190 Steamboat Pkwy, Reno, NV 89521-6285  
174.1 55 Cowan Dr, Reno, NV 89509-1009  
175.1 55 E 1st St, Reno, NV 89501  
177.1 911 Kuenzli St, Reno, NV 89502-1160  
177.2 911 Kuenzli St, Reno, NV 89502-1160  
177.3 911 Kuenzli St, Reno, NV 89502-1160

### **Moderate Hazard Flood Location(s):**

6.1 1000 Jamaica Ave, Reno, NV 89502  
6.3 1000 Jamaica Ave, Reno, NV 89502  
12.1 1190 Country Estates Cir, Reno, NV 89511-1077  
12.2 1190 Country Estates Cir, Reno, NV 89511-1077  
12.3 1190 Country Estates Cir, Reno, NV 89511-1077  
15.1 1345 Capital Blvd # A, Reno, NV 89502-7140  
22.1 150 Cowan Dr, Reno, NV 89509-1097  
22.2 150 Cowan Dr, Reno, NV 89509-1097  
22.3 150 Cowan Dr, Reno, NV 89509-1097  
22.4 150 Cowan Dr, Reno, NV 89509-1097  
22.5 150 Cowan Dr, Reno, NV 89509-1097  
31.1 1701 E Prater Way, Sparks, NV 89434-8979  
31.2 1701 E Prater Way, Sparks, NV 89434-8979  
35.1 1905 Idlewild Dr, Reno, NV 89509  
38.1 1955 Idlewild Dr, Reno, NV 89509  
66.1 3950 Buckingham Sq, Reno, NV 89503-1840  
67.1 3950 Buckingham Sq, Reno, NV 89503-1840  
67.2 3950 Buckingham Sq, Reno, NV 89503-1840  
67.3 3950 Buckingham Sq, Reno, NV 89503-1840  
67.4 3950 Buckingham Sq, Reno, NV 89503-1840  
70.1 400 Stewart St, Reno, NV 89502  
70.2 400 Stewart St, Reno, NV 89502  
70.3 400 Stewart St, Reno, NV 89502  
151.1 3970 Mira Loma Dr, Reno, NV 89502-5945  
155.1 630 Manzanita Ln, Reno, NV 89509

155.2 630 Manzanita Ln, Reno, NV 89509

155.3 630 Manzanita Ln, Reno, NV 89509

## **Hail Hazard Location(s):**

### **Severe Hazard Hail Location(s):**

No locations on file

### **High Hazard Hail Location(s):**

No locations on file

### **Moderate Hazard Hail Location(s):**

No locations on file

## **Other Location(s):**

### **121.1**

120.1 335 Record St, Reno, NV 89512-3327

### **159.1**

158.1 21130 Mount Rose Hwy, Reno, NV 89511-5728

### **60.1**

59.1 315 Record St, Reno, NV 89512-3327

## **Schedule of Covered Location(s):**

1.1 NEED ADDRESS - 1, RENO, NV 89501

2.1 Buck Dr, Reno, NV 89506

3.1 1 E 1st St 11th Fl, Reno, NV 89501-1609

4.1 1 E 1st St, Reno, NV 89501-1609

4.2 1 E 1st St, Reno, NV 89501-1609

4.3 1 E 1st St, Reno, NV 89501-1609

4.4 1 E 1st St, Reno, NV 89501-1609

4.5 1 E 1st St, Reno, NV 89501-1609

4.6 1 E 1st St, Reno, NV 89501-1609

5.1 1 S Arlington Ave, Reno, NV 89501

5.2 1 S Arlington Ave, Reno, NV 89501

5.3 1 S Arlington Ave, Reno, NV 89501

5.4 1 S Arlington Ave, Reno, NV 89501

5.5 1 S Arlington Ave, Reno, NV 89501  
6.1 1000 Jamaica Ave, Reno, NV 89502  
6.2 1000 Jamaica Ave, Reno, NV 89502  
6.3 1000 Jamaica Ave, Reno, NV 89502  
7.1 1005 Whitmore Ln, Reno, NV 89509-1019  
8.1 1111 Clubhouse Dr, Reno, NV 89523-2002  
8.2 1111 Clubhouse Dr, Reno, NV 89523-2002  
8.3 1111 Clubhouse Dr, Reno, NV 89523-2002  
8.4 1111 Clubhouse Dr, Reno, NV 89523-2002  
9.1 1140 Beech St, Reno, NV 89512  
9.2 1140 Beech St, Reno, NV 89512  
9.3 1140 Beech St, Reno, NV 89512  
9.4 1140 Beech St, Reno, NV 89512  
9.5 1140 Beech St, Reno, NV 89512  
10.1 1160 E Huffaker Ln, Reno, NV 89511-1349  
11.1 1160 E Huffaker Ln, Reno, NV 89511-1349  
11.2 1160 E Huffaker Ln, Reno, NV 89511-1349  
12.1 1190 Country Estates Cir, Reno, NV 89511-1077  
12.2 1190 Country Estates Cir, Reno, NV 89511-1077  
12.3 1190 Country Estates Cir, Reno, NV 89511-1077  
13.1 12000 Mount Charleston St, Reno, NV 89506  
13.2 12000 Mount Charleston St, Reno, NV 89506  
14.1 1201 E Taylor St, Reno, NV 89502  
14.2 1201 E Taylor St, Reno, NV 89502  
14.3 1201 E Taylor St, Reno, NV 89502  
15.1 1345 Capital Blvd # A, Reno, NV 89502-7140  
16.1 Along Island Ave, Reno, NV 89503  
17.1 135 N Sierra St, Reno, NV 89501  
17.2 135 N Sierra St, Reno, NV 89501  
18.1 1371 1-2 Stead Blvd., Reno, NV 89506  
19.1 14100 Stead Blvd, Reno, NV 89506  
19.2 14100 Stead Blvd, Reno, NV 89506  
20.1 14499 Lear Blvd # 1-2, Reno, NV 89506-2606  
21.1 1485 Robb Dr, Reno, NV 89523  
21.2 1485 Robb Dr, Reno, NV 89523  
21.3 1485 Robb Dr, Reno, NV 89523  
22.1 150 Cowan Dr, Reno, NV 89509-1097  
22.2 150 Cowan Dr, Reno, NV 89509-1097  
22.3 150 Cowan Dr, Reno, NV 89509-1097  
22.4 150 Cowan Dr, Reno, NV 89509-1097  
22.5 150 Cowan Dr, Reno, NV 89509-1097

23.1 15003 Malachite Ct # 1-2, Reno, NV 89506-1621  
24.1 155 Cowan Dr, Reno, NV 89509-1097  
24.2 155 Cowan Dr, Reno, NV 89509-1097  
25.1 1595 Wilbur May Pkwy, Reno, NV 89521  
25.2 1595 Wilbur May Pkwy, Reno, NV 89521  
25.3 1595 Wilbur May Pkwy, Reno, NV 89521  
25.4 1595 Wilbur May Pkwy, Reno, NV 89521  
26.1 1600 Carville Dr, Reno, NV 89512-3033  
26.2 1600 Carville Dr, Reno, NV 89512-3033  
27.1 1600 E Commercial Row, Reno, NV 89512-3614  
27.2 1600 E Commercial Row, Reno, NV 89512-3614  
27.3 1600 E Commercial Row, Reno, NV 89512-3614  
28.1 1640 E Commercial Row, Reno, NV 89512-3614  
28.2 1640 E Commercial Row, Reno, NV 89512-3614  
29.1 1640 E Commercial Row, Reno, NV 89512-3614  
29.2 1640 E Commercial Row, Reno, NV 89512-3614  
29.3 1640 E Commercial Row, Reno, NV 89512-3614  
30.1 1650 Carat Ave, Reno, NV 89521  
30.2 1650 Carat Ave, Reno, NV 89521  
30.3 1650 Carat Ave, Reno, NV 89521  
31.1 1701 E Prater Way, Sparks, NV 89434-8979  
31.2 1701 E Prater Way, Sparks, NV 89434-8979  
32.1 1795 Idlewild Dr, Reno, NV 89509  
32.2 1795 Idlewild Dr, Reno, NV 89509  
32.3 1795 Idlewild Dr, Reno, NV 89509  
33.1 1805 Idlewild Dr, Reno, NV 89509-1017  
34.1 1900 Park Hollow Ct, Reno, NV 89523-4813  
34.2 1900 Park Hollow Ct, Reno, NV 89523-4813  
34.3 1900 Park Hollow Ct, Reno, NV 89523-4813  
35.1 1905 Idlewild Dr, Reno, NV 89509  
36.1 1910 Bishop St, Reno, NV 89512-1901  
36.2 1910 Bishop St, Reno, NV 89512-1901  
36.3 1910 Bishop St, Reno, NV 89512-1901  
36.4 1910 Bishop St, Reno, NV 89512-1901  
37.1 1950 Steamboat Pkwy, Reno, NV 89521  
37.2 1950 Steamboat Pkwy, Reno, NV 89521  
37.3 1950 Steamboat Pkwy, Reno, NV 89521  
37.4 1950 Steamboat Pkwy, Reno, NV 89521  
37.5 1950 Steamboat Pkwy, Reno, NV 89521  
38.1 1955 Idlewild Dr, Reno, NV 89509  
39.1 1980 Lakeside Dr, Reno, NV 89509-3411

39.2 1980 Lakeside Dr, Reno, NV 89509-3411  
39.3 1980 Lakeside Dr, Reno, NV 89509-3411  
39.4 1980 Lakeside Dr, Reno, NV 89509-3411  
39.5 1980 Lakeside Dr, Reno, NV 89509-3411  
40.1 199 E Plaza St, Reno, NV 89501  
41.1 2 S Arlington Ave, Reno, NV 89501  
42.1 2055 Idlewild Dr, Reno, NV 89509-1020  
42.2 2055 Idlewild Dr, Reno, NV 89509-1020  
42.3 2055 Idlewild Dr, Reno, NV 89509-1020  
42.4 2055 Idlewild Dr, Reno, NV 89509-1020  
42.5 2055 Idlewild Dr, Reno, NV 89509-1020  
42.6 2055 Idlewild Dr, Reno, NV 89509-1020  
42.7 2055 Idlewild Dr, Reno, NV 89509-1020  
42.8 2055 Idlewild Dr, Reno, NV 89509-1020  
43.1 2199a Smokewood Ct, Reno, NV 89509-7014  
44.1 220 W 1st St, Reno, NV 89501-1203  
44.2 220 W 1st St, Reno, NV 89501-1203  
45.1 2370 Scottsdale Rd, Reno, NV 89512  
45.2 2370 Scottsdale Rd, Reno, NV 89512  
46.1 2525 Robb Dr, Reno, NV 89523  
46.2 2525 Robb Dr, Reno, NV 89523  
46.3 2525 Robb Dr, Reno, NV 89523  
46.4 2525 Robb Dr, Reno, NV 89523  
46.5 2525 Robb Dr, Reno, NV 89523  
46.6 2525 Robb Dr, Reno, NV 89523  
46.7 2525 Robb Dr, Reno, NV 89523  
47.1 264 Keystone, Reno, NV 89503  
47.2 264 Keystone, Reno, NV 89503  
48.1 2700 Paradise Dr, Reno, NV 89512  
48.2 2700 Paradise Dr, Reno, NV 89512  
48.3 2700 Paradise Dr, Reno, NV 89512  
49.1 2700 Paradise Dr, Reno, NV 89512  
49.2 2700 Paradise Dr, Reno, NV 89512  
49.3 2700 Paradise Dr, Reno, NV 89512  
49.4 2700 Paradise Dr, Reno, NV 89512  
50.1 2774 Lake Ridge Shrs E # 1-2, Reno, NV 89519  
51.1 280 E Parr Blvd # 1-2, Reno, NV 89512-1075  
52.1 2800 Yori Ave, Reno, NV 89502  
52.2 2800 Yori Ave, Reno, NV 89502  
52.3 2800 Yori Ave, Reno, NV 89502  
52.4 2800 Yori Ave, Reno, NV 89502



52.5 2800 Yori Ave, Reno, NV 89502  
53.1 2886 Jake St # 1-2, Reno, NV 89502  
54.1 2895 Sagittarius Dr Unit A, Reno, NV 89509-3885  
55.1 300 W 1st St, Reno, NV 89503  
56.1 3005 Idlewild Dr, Reno, NV 89509-1140  
57.1 3100 Skyline Blvd, Reno, NV 89509  
57.2 3100 Skyline Blvd, Reno, NV 89509  
58.1 3135 Corey Dr, Reno, NV 89509-3918  
59.1 315 Record St, Reno, NV 89512-3327  
60.1 3200 Skyline View Dr # 1-2, Reno, NV 89509  
61.1 325 Vfw Historic Ln, Reno, NV 89509  
61.2 325 Vfw Historic Ln, Reno, NV 89509  
61.3 325 Vfw Historic Ln, Reno, NV 89509  
61.4 325 Vfw Historic Ln, Reno, NV 89509  
61.5 325 Vfw Historic Ln, Reno, NV 89509  
62.1 330 Doubleback Rd, Reno, NV 89506-9147  
63.1 3415 Idlewild Dr, Reno, NV 89509-2251  
63.2 3415 Idlewild Dr, Reno, NV 89509-2251  
63.3 3415 Idlewild Dr, Reno, NV 89509-2251  
64.1 365 Vista Rafael Pkwy, Reno, NV 89503  
65.1 3905 Neil Rd, Reno, NV 89502-5047  
65.2 3905 Neil Rd, Reno, NV 89502-5047  
65.3 3905 Neil Rd, Reno, NV 89502-5047  
65.4 3905 Neil Rd, Reno, NV 89502-5047  
65.5 3905 Neil Rd, Reno, NV 89502-5047  
65.6 3905 Neil Rd, Reno, NV 89502-5047  
66.1 3950 Buckingham Sq, Reno, NV 89503-1840  
67.1 3950 Buckingham Sq, Reno, NV 89503-1840  
67.2 3950 Buckingham Sq, Reno, NV 89503-1840  
67.3 3950 Buckingham Sq, Reno, NV 89503-1840  
67.4 3950 Buckingham Sq, Reno, NV 89503-1840  
68.1 3953 Maynard Way # 1-2, Reno, NV 89512  
69.1 400 Island Ave, Reno, NV 89501-1838  
69.2 400 Island Ave, Reno, NV 89501-1838  
69.3 400 Island Ave, Reno, NV 89501-1838  
69.4 400 Island Ave, Reno, NV 89501-1838  
70.1 400 Stewart St, Reno, NV 89502  
70.2 400 Stewart St, Reno, NV 89502  
70.3 400 Stewart St, Reno, NV 89502  
71.1 407 N Virginia St, Reno, NV 89501-1138  
72.1 412 Moraine Way # 1-2, Reno, NV 89503-1226

73.1 4250 Norton St, Reno, NV 89506-8949  
73.10 4250 Norton St, Reno, NV 89506-8949  
73.11 4250 Norton St, Reno, NV 89506-8949  
73.12 4250 Norton St, Reno, NV 89506-8949  
73.13 4250 Norton St, Reno, NV 89506-8949  
73.14 4250 Norton St, Reno, NV 89506-8949  
73.15 4250 Norton St, Reno, NV 89506-8949  
73.16 4250 Norton St, Reno, NV 89506-8949  
73.17 4250 Norton St, Reno, NV 89506-8949  
73.18 4250 Norton St, Reno, NV 89506-8949  
73.19 4250 Norton St, Reno, NV 89506-8949  
73.2 4250 Norton St, Reno, NV 89506-8949  
73.20 4250 Norton St, Reno, NV 89506-8949  
73.21 4250 Norton St, Reno, NV 89506-8949  
73.22 4250 Norton St, Reno, NV 89506-8949  
73.23 4250 Norton St, Reno, NV 89506-8949  
73.24 4250 Norton St, Reno, NV 89506-8949  
73.25 4250 Norton St, Reno, NV 89506-8949  
73.26 4250 Norton St, Reno, NV 89506-8949  
73.27 4250 Norton St, Reno, NV 89506-8949  
73.28 4250 Norton St, Reno, NV 89506-8949  
73.3 4250 Norton St, Reno, NV 89506-8949  
73.4 4250 Norton St, Reno, NV 89506-8949  
73.5 4250 Norton St, Reno, NV 89506-8949  
73.6 4250 Norton St, Reno, NV 89506-8949  
73.7 4250 Norton St, Reno, NV 89506-8949  
73.8 4250 Norton St, Reno, NV 89506-8949  
73.9 4250 Norton St, Reno, NV 89506-8949  
74.1 4271A Honeywood Ct, Reno, NV 89509-7013  
75.1 4277 Snowshoe Ln # 1-2, Reno, NV 89502-6321  
76.1 455 E 2nd St, Reno, NV 89502-1020  
76.2 455 E 2nd St, Reno, NV 89502-1020  
77.1 4650 Smithridge Dr, Reno, NV 89502  
77.2 4650 Smithridge Dr, Reno, NV 89502  
77.3 4650 Smithridge Dr, Reno, NV 89502  
78.1 4658 Aircenter Cir # 1-2, Reno, NV 89502-7917  
79.1 473 Edison Way # 1-2, Reno, NV 89502-4103  
80.1 495 Galetti Way, Reno, NV 89502  
80.2 495 Galetti Way, Reno, NV 89502  
80.3 495 Galetti Way, Reno, NV 89502  
81.1 5 Park St, Reno, NV 89502-1031

82.1 50 Cowan Dr, Reno, NV 89509-1009  
83.1 5190 Spectrum Blvd, Reno, NV 89512-3903  
84.1 5195 Spectrum Blvd, Reno, NV 89512-3904  
85.1 5350 Las Brisas Blvd, Reno, NV 89523  
85.2 5350 Las Brisas Blvd, Reno, NV 89523  
85.3 5350 Las Brisas Blvd, Reno, NV 89523  
86.1 5495 Alpha Ave, Reno, NV 89506-1253  
87.1 550 University Ter, Reno, NV 89503  
87.2 550 University Ter, Reno, NV 89503  
87.3 550 University Ter, Reno, NV 89503  
87.4 550 University Ter, Reno, NV 89503  
88.1 625a Golden Valley Rd, Reno, NV 89506  
89.1 6340A N Virginia St, Reno, NV 89506-9035  
90.1 7190 1-2 Brunson Dr., Reno, NV 89511  
91.1 7955 Lear Blvd, Reno, NV 89506  
92.1 8790 Double Diamond Pkwy, Reno, NV 89521-4844  
93.1 8855 Red Baron Blvd, Reno, NV 89506-4148  
93.2 8855 Red Baron Blvd, Reno, NV 89506-4148  
93.3 8855 Red Baron Blvd, Reno, NV 89506-4148  
93.4 8855 Red Baron Blvd, Reno, NV 89506-4148  
94.1 901 Keele Dr, Reno, NV 89509-2381  
94.2 901 Keele Dr, Reno, NV 89509-2381  
95.1 9100 Wilbur May Pkwy, Reno, NV 89521  
95.2 9100 Wilbur May Pkwy, Reno, NV 89521  
95.3 9100 Wilbur May Pkwy, Reno, NV 89521  
96.1 925 Riverside Dr, Reno, NV 89503-5583  
96.2 925 Riverside Dr, Reno, NV 89503-5583  
96.3 925 Riverside Dr, Reno, NV 89503-5583  
96.4 925 Riverside Dr, Reno, NV 89503-5583  
97.1 9675 Wilbur May Pkwy, Reno, NV 89521  
97.2 9675 Wilbur May Pkwy, Reno, NV 89521  
98.1 990 S University Park Loop, Reno, NV 89512-4537  
98.2 990 S University Park Loop, Reno, NV 89512-4537  
98.3 990 S University Park Loop, Reno, NV 89512-4537  
99.1 990 Wheatland Ct, Reno, NV 89511-8526  
99.2 990 Wheatland Ct, Reno, NV 89511-8526  
99.3 990 Wheatland Ct, Reno, NV 89511-8526  
100.1 EVANS RR TRACK, RENO, NV 89551  
101.1 NEED ADDRESS - 2 LON 119, 928250, RENO, NV 89521  
102.1 Meridian Lane, Reno, NV 89509  
103.1 Meridian Ln AT Southampton Dr, Reno, NV 89509

104.1 NEED ADDRESS - 3, RENO, NV 89501  
105.1 1ST Winter St, Reno, NV 89503-5526  
105.2 1ST Winter St, Reno, NV 89503-5526  
106.1 3600 Kings Row, Reno, NV 89503-1836  
107.1 2925 Apollo Way, Reno, NV 89503-3213  
107.2 2925 Apollo Way, Reno, NV 89503-3213  
107.3 2925 Apollo Way, Reno, NV 89503-3213  
108.1 2775 Apollo Way, Reno, NV 89503-3213  
109.1 825 Wyoming Ave, Reno, NV 89503-3320  
109.2 825 Wyoming Ave, Reno, NV 89503-3320  
110.1 3290 Snake River Dr, Reno, NV 89503  
111.1 2975 N Virginia St, Reno, NV 89506  
111.2 2975 N Virginia St, Reno, NV 89506  
112.1 40 Coleman Dr, Reno, NV 89503  
113.1 2500 Sutro St, Reno, NV 89512-1613  
114.1 3100 Dickerson Rd, Reno, NV 89503-4914  
114.2 3100 Dickerson Rd, Reno, NV 89503-4914  
115.1 1096 Ralston St, Reno, NV 89503-2947  
116.1 200 E 9th St, Reno, NV 89501  
117.1 401 University Way, Reno, NV 89501  
118.1 400 University Way, Reno, NV 89501  
119.1 495 E 4th St, Reno, NV 89512-3315  
120.1 335 Record St, Reno, NV 89512-3327  
121.1 1301 Valley Rd, Reno, NV 89512-2228  
122.1 760 Winston Dr, Reno, NV 89512-2359  
123.1 790 Sage St, Reno, NV 89512  
124.1 1265 Hillboro Ave, Reno, NV 89512-2596  
124.2 1265 Hillboro Ave, Reno, NV 89512-2596  
125.1 1500 Mayberry Dr, Reno, NV 89509-2448  
126.1 10 N Virginia St, Reno, NV 89501  
127.1 150 S Virginia St, Reno, NV 89501  
128.1 450 Sinclair St, Reno, NV 89501-2239  
129.1 700 California Ave, Reno, NV 89509-1357  
130.1 1 E 4th St, Reno, NV 89501  
131.1 280 University Way, Reno, NV 89501-1425  
132.1 300 University Way, Reno, NV 89501-1129  
133.1 CORNER OF LAKE E COMMERCIAL ROW, RENO, NV 89501  
134.1 190 E Liberty St, Reno, NV 89501-2209  
135.1 957 Kuenzli St, Reno, NV 89502-1160  
136.1 957 Kuenzli St, Reno, NV 89502-1160  
137.1 TRUCKEE RIVER PATH-E OF WELLS AVE KUENZLI, RENO, NV 89502

138.1 250 Kirman Ave, Reno, NV 89502  
138.2 250 Kirman Ave, Reno, NV 89502  
139.1 2501 Mill St, Reno, NV 89502-2101  
140.1 190 Telegraph St, Reno, NV 89502-2207  
141.1 5 Kietzke Ln, Reno, NV 89502  
142.1 315 Edison Way, Reno, NV 89502-2307  
143.1 475 Monroe St, Reno, NV 89509-2700  
143.2 475 Monroe St, Reno, NV 89509-2700  
144.1 1635 Yori Ave, Reno, NV 89502-3040  
145.1 2601 Plumas St, Reno, NV 89509-4172  
146.1 800 Robinhood Dr, Reno, NV 89509  
146.2 800 Robinhood Dr, Reno, NV 89509  
147.1 3915 Neil Rd, Reno, NV 89502-6808  
148.1 3925 Neil Rd, Reno, NV 89502-6808  
148.2 3925 Neil Rd, Reno, NV 89502-6808  
149.1 6800 Pembroke Dr, Reno, NV 89502-9554  
149.2 6800 Pembroke Dr, Reno, NV 89502-9554  
149.3 6800 Pembroke Dr, Reno, NV 89502-9554  
150.1 3000 S Mccarran Blvd, Reno, NV 89502  
150.2 3000 S Mccarran Blvd, Reno, NV 89502  
150.3 3000 S Mccarran Blvd, Reno, NV 89502  
150.4 3000 S Mccarran Blvd, Reno, NV 89502  
150.5 3000 S Mccarran Blvd, Reno, NV 89502  
150.6 3000 S Mccarran Blvd, Reno, NV 89502  
150.7 3000 S Mccarran Blvd, Reno, NV 89502  
150.8 3000 S Mccarran Blvd, Reno, NV 89502  
150.9 3000 S Mccarran Blvd, Reno, NV 89502  
151.1 3970 Mira Loma Dr, Reno, NV 89502-5945  
152.1 3050 Skyline Blvd, Reno, NV 89509-5151  
153.1 2800 Pioneer Dr, Reno, NV 89509  
154.1 240 W Moana Ln, Reno, NV 89509-4951  
154.2 240 W Moana Ln, Reno, NV 89509-4951  
155.1 630 Manzanita Ln, Reno, NV 89509  
155.2 630 Manzanita Ln, Reno, NV 89509  
155.3 630 Manzanita Ln, Reno, NV 89509  
156.1 240 W Moana Ln, Reno, NV 89509-4951  
156.2 240 W Moana Ln, Reno, NV 89509-4951  
157.1 2745 Elementary Dr, Reno, NV 89512-5713  
158.1 21130 Mount Rose Hwy, Reno, NV 89511-5728  
159.1 14005 Mount Vida St, Reno, NV 89506-1220  
160.1 825 Burgess Pl, Reno, NV 89506

160.2 825 Burgess Pl, Reno, NV 89506  
161.1 850 Link Ln, Reno, NV 89506  
161.2 850 Link Ln, Reno, NV 89506  
161.3 850 Link Ln, Reno, NV 89506  
161.4 850 Link Ln, Reno, NV 89506  
161.5 850 Link Ln, Reno, NV 89506  
162.1 5250 N Virginia St, Reno, NV 89506-9001  
163.1 9555 Evergreen St, Reno, NV 89521  
164.1 6555 Valley Wood Dr, Reno, NV 89523-1289  
164.2 6555 Valley Wood Dr, Reno, NV 89523-1289  
164.3 6555 Valley Wood Dr, Reno, NV 89523-1289  
165.1 6450 Moon Ridge Ter, Reno, NV 89523  
165.2 6450 Moon Ridge Ter, Reno, NV 89523  
165.3 6450 Moon Ridge Ter, Reno, NV 89523  
166.1 1355 Rainbow Ridge Rd, Reno, NV 89523  
166.2 1355 Rainbow Ridge Rd, Reno, NV 89523  
166.3 1355 Rainbow Ridge Rd, Reno, NV 89523  
166.4 1355 Rainbow Ridge Rd, Reno, NV 89523  
167.1 7105 Mae Anne Ave, Reno, NV 89523-7105  
168.1 2105 Hawk Meadow Trl, Reno, NV 89523-3849  
169.1 1 S Sierra St, Reno, NV 89501-1928  
170.1 466 Laurel St, Reno, NV 89512-2808  
171.1 0 Sienna Park Dr, Reno, NV 89512  
172.1 1190 Steamboat Pkwy, Reno, NV 89521-6285  
173.1 40 E 4th St, Reno, NV 89501-1126  
174.1 55 Cowan Dr, Reno, NV 89509-1009  
175.1 55 E 1st St, Reno, NV 89501  
176.1 1745 E Commercial Row, Reno, NV 89512-3617  
177.1 911 Kuenzli St, Reno, NV 89502-1160  
177.2 911 Kuenzli St, Reno, NV 89502-1160  
177.3 911 Kuenzli St, Reno, NV 89502-1160  
178.1 E Commercial Row, Reno, NV 89512





**LIBERTY MUTUAL GROUP PRIVACY NOTICE**  
Commercial Lines (excluding Workers' Compensation)  
(Effective June 2024)

Liberty Mutual Group and its affiliates, subsidiaries, and partners (collectively "Liberty Mutual" or "we", "us" and "our") provide insurance to companies and other insurers. This Privacy Notice explains how we gather, use, and share your data. This Privacy Notice applies to you if you are a **Liberty Mutual commercial line insured or are a commercial line claimant**. It does not apply to covered employees or claimants under Workers' Compensation policies. If this notice does not apply to you, go to [libertymutual.com/privacy](https://libertymutual.com/privacy) to review the applicable Liberty Mutual privacy notice.

**What Data Does Liberty Mutual Gather?**

The types of personal data we gather and share depend on both the product and your relationship to us. For example, we may gather different data if you are a claimant reporting an injury than if you want a quote for commercial property insurance. The data we gather can include your Social Security Number, income, transaction data such as account balances and payment history, and data from consumer reports. It may also include data gathered in connection with our provision of insurance services, when you apply for such services, or resulting from other contacts with you. It may also include:

- **Identifiers**, including a real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security Number, driver's license number, or other similar identifiers;
- **Personal information**, such as your name, signature, Social Security Number, physical characteristics or description, address, telephone number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, financial information, medical information, or health insurance information;
- **Protected classification characteristics**, including age, race, color, national origin, citizenship, religion or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, or veteran or military status;
- **Commercial information**, including records of personal property, products or services purchased, obtained, or considered, or other purchasing or consumer histories and tendencies;
- **Internet or other similar network activity**, including browsing history, search history, information on a consumer's interaction with a website, application, or advertisement;
- **Professional or employment related information**, including current or past job history or performance evaluations;
- **Inferences drawn from other personal information**, such as a profile reflecting a person's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes;
- **Risk data**, including data about your driving and/or accident history; this may include data from consumer reporting agencies, such as your motor vehicle records, and loss history information, health data, or criminal convictions;
- **Claims data**, including data about your previous and current claims, which may include data regarding your health, criminal convictions, third party reports, or other personal data; and
- **Sensitive Data** as defined under the California Privacy Rights Act when used to infer characteristics of an individual.

## **How Do You Gather My Data?**

We gather your personal data <b>directly from you</b> . For example, you provide us with data when you:	We also gather your personal data <b>from other people</b> . For example:
<ul style="list-style-type: none"><li>ask about, buy insurance, or file a claim</li></ul>	<ul style="list-style-type: none"><li>your insurance agent or broker</li></ul>
<ul style="list-style-type: none"><li>pay your policy</li></ul>	<ul style="list-style-type: none"><li>your employer, association, or business (if you are insured through them)</li></ul>
<ul style="list-style-type: none"><li>visit our websites, call us, or visit our office</li></ul>	<ul style="list-style-type: none"><li>our affiliates or other insurance companies about your transactions with them</li></ul>
	<ul style="list-style-type: none"><li>consumer reporting agencies, Motor Vehicle Departments, and inspection services, to gather your credit history, driving record, claims history, or value and condition of your property</li></ul>
	<ul style="list-style-type: none"><li>other public directories and sources</li></ul>
	<ul style="list-style-type: none"><li>third parties, including other insurers, brokers and insurance support organizations who you have communicated with about your policy or claim, anti-fraud databases, sanctions lists, court judgments and other databases, government agencies, open electoral register, or in the event of a claim, third parties including other parties to the claim witnesses, experts, loss adjusters and claim handlers</li></ul>
	<ul style="list-style-type: none"><li>other third parties who take out a policy with us and are required to provide your data such as when you are named as a beneficiary or where a family member has taken out a policy which requires your personal data</li></ul>

Organizations that share data with us may keep it and disclose it to others as permitted by law.

## **How Does Liberty Mutual Use My Data?**

Liberty Mutual uses your data to provide you with our products and services, and as otherwise provided in this Privacy Notice. We may use your data and the data of our former customers for our business and other compatible purposes. Our business purposes include, for example:

<b><u>Business Purpose</u></b>	<b><u>Data Categories</u></b>	<b><u>Do We Sell or Share Your Data as Defined by CPRA?</u></b>
<b>Market, sell and provide insurance.</b> This includes, for example: <ul style="list-style-type: none"><li>calculating your premium;</li><li>determining your eligibility for a quote;</li><li>confirming your identity and servicing your policy;</li></ul>	<ul style="list-style-type: none"><li>Identifiers</li><li>Personal Information</li><li>Protected Classification Characteristics</li><li>Commercial Information</li><li>Internet or other similar network activity</li><li>Professional or employment related information</li><li>Inferences drawn from other personal information</li><li>Risk data</li><li>Claims data</li><li>Sensitive Data</li></ul>	<ul style="list-style-type: none"><li>No</li></ul>

<p><b>Manage your claim.</b> This includes, for example:</p> <ul style="list-style-type: none"> <li>• managing your claim, if any;</li> <li>• conducting claims investigations;</li> <li>• conducting medical examinations;</li> <li>• conducting inspections, appraisals;</li> <li>• providing roadside assistance;</li> <li>• providing rental car replacement or repairs;</li> </ul>	<ul style="list-style-type: none"> <li>• Identifiers</li> <li>• Personal Information</li> <li>• Protected Classification Characteristics</li> <li>• Commercial Information</li> <li>• Internet or other similar network activity</li> <li>• Professional or employment related information</li> <li>• Inferences drawn from other personal information</li> <li>• Risk data</li> <li>• Claims data</li> </ul>	<ul style="list-style-type: none"> <li>• No</li> </ul>
<p><b>Day to Day Business and Insurance Operations.</b> This includes, for example:</p> <ul style="list-style-type: none"> <li>• creating, maintaining, customizing, and securing accounts;</li> <li>• supporting day-to-day business and insurance related functions;</li> <li>• doing internal research for technology and development;</li> <li>• marketing, advertising and creating products and services;</li> <li>• conducting audits related to a current contact with a consumer and other transactions;</li> <li>• as described at or before the point of gathering personal data or with your authorization;</li> </ul>	<ul style="list-style-type: none"> <li>• Identifiers</li> <li>• Personal Information</li> <li>• Protected Classification Characteristics</li> <li>• Commercial Information</li> <li>• Internet or other similar network activity</li> <li>• Professional or employment related information</li> <li>• Inferences drawn from other personal information</li> <li>• Risk data</li> <li>• Claims data</li> </ul>	<ul style="list-style-type: none"> <li>• No</li> </ul>
<p><b>Security and Fraud Detection.</b> This includes, for example:</p> <ul style="list-style-type: none"> <li>• detecting security issues;</li> <li>• protecting against fraud or illegal activity, and to comply with regulatory and law enforcement authorities;</li> <li>• managing risk and securing our systems, assets, infrastructure, and premises;</li> <li>• help to ensure the safety and security of Liberty Mutual staff, assets, and resources, which may include physical and virtual access controls and access rights management;</li> <li>• supervisory controls and other monitoring and reviews, as permitted by law; and emergency and business continuity management;</li> </ul>	<ul style="list-style-type: none"> <li>• Identifiers</li> <li>• Personal Information</li> <li>• Protected Classification Characteristics</li> <li>• Commercial Information</li> <li>• Internet or other similar network activity</li> <li>• Professional or employment related information</li> <li>• Inferences drawn from other personal information</li> <li>• Risk data</li> <li>• Claims data</li> </ul>	<ul style="list-style-type: none"> <li>• No</li> </ul>

<p><b>Regulatory and Legal Requirements.</b> This includes for example:</p> <ul style="list-style-type: none"> <li>• controls and access rights management;</li> <li>• to evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of Liberty's Mutual's assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal data held by Liberty Mutual is among the assets transferred;</li> <li>• exercising and defending our legal rights and positions;</li> <li>• to meet Liberty Mutual contractual obligations;</li> <li>• to respond to law enforcement requests as required by applicable law, court order, or governmental regulations;</li> <li>• as otherwise permitted by law;</li> </ul>	<ul style="list-style-type: none"> <li>• Identifiers</li> <li>• Personal Information</li> <li>• Protected Classification Characteristics</li> <li>• Commercial Information</li> <li>• Internet or other similar network activity</li> <li>• Professional or employment related information</li> <li>• Inferences drawn from other personal information</li> <li>• Risk data</li> <li>• Claims data</li> </ul>	<ul style="list-style-type: none"> <li>• No</li> </ul>
<p><b>Improve Your Customer Experience and Our Products.</b> This includes, for example:</p> <ul style="list-style-type: none"> <li>• improve your customer experience, our products, and service;</li> <li>• to provide support, personalize, and develop our website, products, and services;</li> <li>• create and offer new products and services;</li> </ul>	<ul style="list-style-type: none"> <li>• Identifiers</li> <li>• Personal Information</li> <li>• Commercial Information</li> <li>• Internet or other similar network activity</li> <li>• Professional or employment related information</li> <li>• Inferences drawn from other personal information</li> <li>• Risk data</li> <li>• Claims data</li> </ul>	<ul style="list-style-type: none"> <li>• No</li> </ul>
<p><b>Analytics to identify, understand, and manage our risks and products.</b> This includes, for example:</p> <ul style="list-style-type: none"> <li>• conducting analytics to better identify, understand, and manage risk and our products.</li> </ul>	<ul style="list-style-type: none"> <li>• Identifiers</li> <li>• Personal Information</li> <li>• Protected Classification Characteristics</li> <li>• Commercial Information</li> <li>• Internet or other similar network activity</li> <li>• Professional or employment related information</li> <li>• Inferences drawn from other personal information;</li> <li>• Risk data</li> <li>• Claims data</li> <li>• Sensitive Data</li> </ul>	<ul style="list-style-type: none"> <li>• No</li> </ul>

<b>Customer service and technical support.</b> This includes, for example: <ul style="list-style-type: none"> <li>• answer questions and provide notifications;</li> <li>• provide customer and technical support.</li> </ul>	<ul style="list-style-type: none"> <li>• Identifiers</li> <li>• Personal Information</li> <li>• Commercial Information</li> <li>• Internet or other similar network activity</li> <li>• Professional or employment related information</li> <li>• Inferences drawn from other personal information</li> <li>• Risk data</li> <li>• Claims data</li> </ul>	<ul style="list-style-type: none"> <li>• No</li> </ul>
<b>Cross-Context Behavioral Advertising</b>	<ul style="list-style-type: none"> <li>• Identifiers</li> <li>• IP address</li> <li>• Internet or other similar network activity</li> </ul>	<ul style="list-style-type: none"> <li>• We share this information with service providers such as search engines and social media platforms.</li> </ul>

DRAFT

Liberty Mutual will not collect additional categories of personal information or use the personal information we collected for materially unrelated, or incompatible purposes without updating our notice.

**How Does Liberty Mutual Share My Data?**

Liberty Mutual does not sell your personal data as defined by California law.

Liberty Mutual shares your personal data as disclosed above. The California privacy law defines sharing as "communicating orally, in writing, or by electronic or other means, a consumers personal information, to a third party for cross-context behavioral advertising, whether or not for monetary or other valuable consideration". This occurs when you visit the Liberty Mutual website. Cookies or pixels are deployed that then allow us to show you targeted advertisements when you visit other websites or social media platforms.

This type of sharing is different from disclosing personal information to other entities to perform a service related to providing insurance or processing your claim. Liberty Mutual may disclose personal data with the following categories of affiliated and non-affiliated third parties:

- Liberty Mutual affiliates;
- Service Providers (such as auto repair facilities, towing companies, property inspectors, and independent adjusters);
- Insurance support organizations;
- Brokers and agents;
- Public entities (e.g. regulatory, quasi-regulatory, tax or other authorities, law enforcement agencies, courts, arbitrational bodies, and fraud prevention agencies);
- Consumer reporting agencies;
- Professional advisors including law firms, accountants, auditors, and tax advisors;
- Insurers, re-insurers, policy holders, and claimants;
- Group policyholders (for reporting claims data or an audit);
- A person, organization, affiliates or service providers conducting actuarial or research studies; and
- As permitted by law.

We may also disclose data with other companies that provide marketing services on our behalf or as part of a joint marketing agreement for products offered by Liberty Mutual. We will not disclose your personal data with others for their own marketing purposes.

We may also disclose data about our transactions (such as payment history) and experiences (such as claims made) with you to our affiliates.

Liberty Mutual may disclose the following categories of personal data to service providers for business purposes:

Identifiers	Personal Data
Protected Classification Characteristics	Commercial Information
Internet or other similar network activity	Claims Data
Inferences drawn from personal data	Risk Data
Professional, employment, and education information	

**How Do We Keep Your Personal Data Safe?**

We maintain physical, electronic, and procedural safeguards to protect your non-public personal information. These safeguards comply with applicable laws. Our employees and agents are authorized to access your data only for legitimate business purposes.

**How Long Does Liberty Mutual Retain Each Category of Personal Data?**

We retain your information in accordance with our legal obligations, our records retention policies, or as otherwise permitted by law. For example, we may have a legal obligation to retain information relating to your policies or claims with us. We will delete your data once the legal obligation expires or after the period of time specified in our records retention policies. The period of retention is subject to our review and alteration.

## **Children's Privacy**

We do not direct our services to individuals under the age of 13 and we request that these individuals do not provide personal data through our services.

## **What Rights Do I Have to Learn More About My Personal Data?**

Individuals may request access to a copy of their personal information. We will honor requests for access after we have verified your identity. We will grant two requests per year after. A request may be made to us by contacting us as described below.

You may have additional rights if you are a resident of California. For information about our data practices in the last 12 months, including the types of personal data we have collected, from whom we gathered that data, and with whom we disclosed the data, please go to [Lmi.co/caprivacynotices](https://lmi.co/caprivacynotices) and click on the link for the California Privacy Policy (Consumers). As a California resident, you also have the right to opt-out of cross-context behavioral advertising. You can learn more about those rights at [lmi.co/caprivacychoices](https://lmi.co/caprivacychoices). To learn more about these and other privacy rights you may have as a California resident, please see the [California Privacy Policy \(Consumers\)](#). If you cannot access the link, please contact us.

## **Will Liberty Mutual Update This Privacy Notice?**

We reserve the right to make changes to this notice at any time and for any reason. The updated version of this notice will be effective once it is posted online at <https://www.libertymutual.com/>. You are responsible for reviewing this notice to stay informed of any changes or updates.

## **Who Do I Contact Regarding Privacy?**

You can submit requests, seek additional information, or obtain a copy of our Privacy Notice in an alternative format by either:

**Calling:** 800-344-0197

**Email:** [Privacy@libertymutual.com](mailto:Privacy@libertymutual.com)

**Online:** [Libertymutualgroup.com/privacy-policy/data-request](https://Libertymutualgroup.com/privacy-policy/data-request)

**Postal Address:** Liberty Mutual Insurance Company  
175 Berkeley St., 6th Floor  
Boston, MA 02116  
Attn: Privacy Office





## PREMIER PROPERTY PROTECTOR™

### POLICY COVER PAGE

<b>POLICY NUMBER:</b> TBD	<b>DATE OF ISSUE:</b> 9/17/2024
<b>COMPANY PROVIDING INSURANCE:</b> Employers Insurance Company of Wausau ( hereafter referred to as <b>we, us or our</b> )	

In consideration of this Policy's Provisions, Conditions, Stipulations, LIMITS OF LIABILITY and of premium charged, **we** cover property, as described in this Policy, against all risks of direct physical loss or damage, except as hereinafter excluded or limited, while located as described in this Policy.

**We insure:**

City of Reno ( hereafter referred to as <b>you or your(s)</b> )
--

The term of this Policy is from 10/01/2024 to 10/01/2025 at 12:01 a.m., local time. In the event of a claim, the Policy period is measured by local time at the **location** where the direct physical loss or damage occurs.

**PRODUCER NAME AND OFFICE**

AON RISK INS SERVICES WEST INC - ACL  
425 MARKET ST STE 2800,  
SAN FRANCISCO, CA 94105

Your policy is issued by a stock insurance company subsidiary of the Liberty Mutual Holding Company Inc., a Massachusetts mutual holding company. The named insured first named in the Declarations is a member of Liberty Mutual Holding Company Inc.

As a member of Liberty Mutual Holding Company Inc., the named insured first named is entitled, among other things, to vote either in person or by proxy at the annual meeting or special meetings of said company. The Annual Meeting of Liberty Mutual Holding Company Inc. is at its offices located at 175 Berkeley Street, Boston, Massachusetts, on the second Wednesday in April each year at ten o'clock in the morning. Members of Liberty Mutual Holding Company Inc. may request a copy of the company's annual financial statements, which are posted on Liberty Mutual's website at [www.libertymutual.com](http://www.libertymutual.com) or by writing to Liberty Mutual Holding Company Inc., 175 Berkeley Street, Boston, Massachusetts, 02116, Attention: Corporate Secretary.

You may be eligible to participate in the distribution of surplus funds of the company through any dividends that may be declared for this policy. A declaration or payment of dividends is not guaranteed. The amount of any dividends that may be declared shall be to the extent, and upon the conditions fixed and determined by the Board of Directors and in compliance with any laws that apply.

IN WITNESS WHEREOF, the company has caused this Policy to be executed and attested, and, if required by state law, this Policy shall not be valid unless countersigned by a duly authorized representative of the company.

President

Secretary

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## SECTION I - DECLARATIONS

### A. FIRST NAMED INSURED AND MAILING ADDRESS

City of Reno and any subsidiary, and the interest of City of Reno in any partnership or joint venture in which City of Reno has management control, ownership, or is obligated to insure, as now constituted or hereafter is acquired, as the respective interest of each may appear; all hereafter referred to as **you** or **yours**, including legal representatives.

When any Insured described above is a party to a written contract or agreement on file that requires a legal entity to be identified as an additional insured under this Policy, this Policy includes the legal entity as an additional insured, as its interest may appear, for physical damage to **covered property** which is the subject of the written contract or agreement on file, before any loss occurs; and does not provide any TIME ELEMENT Coverage to the legal entity, except as provided under LEASEHOLD INTEREST of this Policy or as specifically endorsed to the Policy.

1 E 1st St Fl 1st  
Reno NV, 89501

### B. POLICY PERIOD

The term of this Policy is from October 01, 2024 to October 01, 2025 at 12:01 a.m., local time. In the event of a claim, the Policy period is measured by local time at the **location** where the direct physical loss or damage occurs.

### C. INSURING AGREEMENT

In consideration of this Policy's Provisions, Conditions, Stipulations, LIMITS OF LIABILITY and of premium charged, **we** cover property, as described in this Policy, against all risks of direct physical loss or damage, except as hereinafter excluded or limited, while located as described in this Policy.

### D. PREMIUM

This Policy is issued in consideration of the following initial premium inclusive of any premium shown on endorsements which are part of the Policy at the time of issue.

Policy Premium (Excluding premium for "certified act(s) of <b>terrorism</b> " under the <b>Terrorism</b> Risk Insurance Act (TRIA), as amended):	\$1,014,089
Policy Premium for "certified act(s) of <b>terrorism</b> " under the <b>Terrorism</b> Risk Insurance Act (TRIA), as amended:	\$6,205
<ul style="list-style-type: none"><li>Policy Premium for Fire Following Acts of <b>Terrorism</b> (in States where required)</li></ul>	\$0
State or Municipal Taxes, Surcharges and Other Miscellaneous Charges: (See State or Municipal Taxes, Surcharges and Other Miscellaneous Charges summary shown below).	\$0
Total Policy Premium/Other Charges for Above Policy Period:	\$1,020,294
Policy Premium will be billed Annual.	
The Deposit Premium/Other Charges is:	\$0

#### E. PREMIUM PAYABLE

The First Named Insured pays the premium under this Policy, and any return of the paid premium accruing under this Policy will be paid to the account of the First Named Insured.

Premiums will be paid in the currency designated in paragraph I. CURRENCY.

#### F. COVERED LOCATION(S)

This Policy applies at a **location(s)**:

1. Listed on a SCHEDULE on file with **us**;
2. Listed on the SCHEDULE attached to this Policy;
3. Covered as a **Miscellaneous Unnamed Location**; or
4. Covered under the terms and conditions of the NEWLY ACQUIRED **LOCATIONS** Coverage or ERRORS AND OMISSIONS Coverage.

#### G. TERRITORY

Coverage under this Policy applies to **covered property** within the continental United States of America, Hawaii and Puerto Rico.

#### H. JURISDICTION

The validity and interpretation of this Policy shall be governed by and construed in accordance with the laws of the State of New York.

Any disputes arising hereunder will be exclusively subject to a State or Federal jurisdiction within the United States of America.

#### I. CURRENCY

All amounts, including deductibles and LIMITS OF LIABILITY, indicated in this Policy are in U.S. Dollars unless otherwise indicated by the three-letter currency designator as defined in Table A.1 Currency and Funds code list, International Standards Organization (ISO) 4217, edition effective at inception of this Policy.

#### J. DEFINED WORDS

Words in bold face type have special meanings in this Policy and are defined in the DEFINITIONS section of this Policy. These definitions apply to this entire Policy and to any endorsements to it. Definitions that apply to individual sections or paragraphs are italicized and defined in the applicable sections or paragraphs.

#### K. LIMITS OF LIABILITY

When a POLICY LIMIT OF LIABILITY is specified in the LIMITS OF LIABILITY Table in the Declarations, **our** maximum LIMIT OF LIABILITY in an **occurrence**, including any insured TIME ELEMENT loss, will not exceed the stated POLICY LIMIT OF LIABILITY.

1. When a PROPERTY DAMAGE and TIME ELEMENT LIMIT OF LIABILITY is specified in the LIMITS OF LIABILITY Table in the Declarations, it will apply to all coverages provided throughout this Policy, unless a LIMIT OF LIABILITY or "NCP" (No Coverage Provided) is indicated.
  - a. When a LIMIT OF LIABILITY is specified in the LIMITS OF LIABILITY Table in the Declarations, such limit will be the maximum amount payable for such loss or damage and cannot be combined with any other LIMIT OF LIABILITY.
  - b. If "NCP" is specified in the LIMITS OF LIABILITY, there is no coverage provided in this Policy.



2. LIMITS OF LIABILITY in an **occurrence** apply to the total loss or damage at all **locations** and for all coverages involved, including any insured TIME ELEMENT loss, subject to the following provisions:
  - a. When a LIMIT OF LIABILITY that applies in the aggregate during any Policy year is shown, **our** maximum amount payable will not exceed such LIMIT OF LIABILITY during any Policy year.
  - b. When a LIMIT OF LIABILITY applies to a **location(s)**, specified property, DESCRIBED LOSSES or a specific coverage, the smallest applicable LIMIT OF LIABILITY will be the maximum amount payable.
  - c. Should an **occurrence** result in liability payable under more than one Policy issued to **you** by **us**, or by **our** subsidiaries, partners, or associated insurance companies, the maximum amount payable in the aggregate under all such policies will be the applicable LIMIT(S) OF LIABILITY indicated in this Policy.
  - d. When a LIMIT OF LIABILITY applies to TIME ELEMENT only, **our** maximum amount payable will not exceed such LIMIT OF LIABILITY per **occurrence**.
3. LIMITS OF LIABILITY specified below or elsewhere in this Policy do not increase and are part of and not in addition to the POLICY LIMIT OF LIABILITY or the PROPERTY DAMAGE and TIME ELEMENT LIMIT OF LIABILITY.
4. LIMITS OF LIABILITY apply per **occurrence** unless otherwise specified, including time and distance limits.

LIMITS OF LIABILITY TABLE – PART ONE

COVERAGE	LIMITS OF LIABILITY AND TIME AND DISTANCE LIMITS
POLICY LIMIT OF LIABILITY	\$600,000,000
TIME ELEMENT	\$10,000,000
<p>The Limits of Liability specified above do not apply for the types of coverage and/or property specified below:</p>	
<p>59.1 315 Record St, Reno, NV 89512-3327</p>	
<ul style="list-style-type: none"> <li>• PROPERTY DAMAGE AND TIME ELEMENT</li> <li>• <b>Real Property</b></li> <li>• <b>Personal Property</b></li> <li>• TIME ELEMENT</li> </ul>	<p>\$11,433,001</p> <p>\$10,810,261</p> <p>\$622,740</p> <p>NCP</p>
<p>120.1 335 Record St, Reno, NV 89512-3327</p>	
<ul style="list-style-type: none"> <li>• PROPERTY DAMAGE AND TIME ELEMENT</li> <li>• <b>Real Property</b></li> <li>• <b>Personal Property</b></li> <li>• TIME ELEMENT</li> </ul>	<p>\$22,436,444</p> <p>\$21,813,704</p> <p>\$622,740</p> <p>NCP</p>
<p>158.1 21130 Mount Rose Hwy, Reno, NV 89511-5728</p>	
<ul style="list-style-type: none"> <li>• PROPERTY DAMAGE AND TIME ELEMENT</li> </ul>	<p>\$2,000,000</p>

NCP for vehicles.	NCP
ACCOUNTS RECEIVABLE	\$25,000,000
ATTRACTION PROPERTY	1 statute miles from a covered <b>location</b> 30 consecutive days, not to exceed \$2,500,000
BRANDS AND LABELS	\$1,000,000
CIVIL OR MILITARY AUTHORITY	5 statute miles from a covered <b>location</b> 30 consecutive days, not to exceed \$10,000,000
COMPUTER SYSTEMS NON PHYSICAL DAMAGE and DATA, PROGRAMS OR SOFTWARE	
COMPUTER SYSTEMS NON PHYSICAL DAMAGE	\$25,000
DATA, PROGRAMS OR SOFTWARE	\$1,000,000
CONTINGENT TIME ELEMENT	
• <i>Direct Dependent Contingent Time Element</i>	NCP
• <i>Indirect Dependent Contingent Time Element</i>	NCP
• Direct Dependent Scheduled - Direct Dependent Contingent Time Element	\$5,000,000
• Direct Dependent Scheduled - Indirect Dependent Contingent Time Element	\$1,000,000
CONTROL OF DAMAGED GOODS	\$1,000,000
COURSE OF CONSTRUCTION	\$10,000,000
CRISIS MANAGEMENT	30 consecutive days, not to exceed \$1,000,000
DEBRIS REMOVAL	\$10,000,000
DECONTAMINATION COSTS	\$1,000,000
DEFERRED PAYMENTS	\$1,000,000

DELAY IN STARTUP	\$1,000,000
DEMOLITION AND INCREASED COST OF CONSTRUCTION	
Damaged, per Section II, D.10.b.1 Limit	\$25,000,000
Undamaged, per Section II, D.10.b.2 Limit	\$50,000,000
ERRORS AND OMISSIONS	\$25,000,000
EXPEDITING EXPENSE	\$10,000,000
EXTENDED PERIOD OF LIABILITY	365 consecutive days
EXTRA EXPENSE	\$10,000,000
<b>FINE ARTS</b>	\$2,500,000
<b>FINE ARTS</b> - Per schedule on file with us	\$2,500,000
FIRE DEPARTMENT SERVICE CHARGES	\$1,000,000
IMPOUNDED WATER	30 consecutive days, not to exceed \$1,000,000
INGRESS / EGRESS	5 statute miles from a covered <b>location</b> 30 consecutive days, not to exceed \$10,000,000
LAND AND WATER CLEANUP, REMOVAL AND DISPOSAL in the <b>annual aggregate</b>	\$1,000,000
LEASEHOLD INTEREST	\$1,000,000
MISCELLANEOUS <b>PERSONAL PROPERTY</b>	\$2,500,000
<b>Miscellaneous Unnamed Locations</b>	\$5,000,000
Mold, Mildew or Fungus directly resulting from a <b>Covered Loss</b>	\$1,000,000
NEWLY ACQUIRED <b>LOCATIONS</b>	60 consecutive days, not to exceed \$25,000,000

OFF PREMISES INTERRUPTION OF SERVICES – PROPERTY DAMAGE and OFF PREMISES INTERRUPTION OF SERVICES – TIME ELEMENT	\$10,000,000
<b>Ordinary Payroll</b>	90 consecutive days
PROFESSIONAL FEES	\$250,000
RADIOACTIVE <b>CONTAMINATION</b>	\$250,000
RENTAL INSURANCE	\$1,000,000
RESEARCH AND DEVELOPMENT	\$1,000,000
<i>SOFT COSTS</i>	\$1,000,000
TAX LIABILITY	\$3,000,000
TRANSIT	\$2,500,000
<b>VALUABLE PAPERS AND RECORDS</b>	\$10,000,000

LIMITS OF LIABILITY TABLE – PART TWO

COVERAGE	LIMITS OF LIABILITY AND TIME AND DISTANCE LIMITS
<i>EARTH MOVEMENT</i> in the <b>annual aggregate</b>	\$10,000,000
<i>EARTH MOVEMENT</i> SPRINKLER LEAKAGE	\$100,000,000
EQUIPMENT BREAKDOWN	
PROPERTY DAMAGE	Included
TIME ELEMENT	Included
• Ammonia <b>Contamination</b>	\$100,000
• CONTINGENT TIME ELEMENT	\$100,000
• Spoilage Damage	\$100,000
<i>FLOOD</i> in the <b>annual aggregate</b>	\$10,000,000

<p>except the following limits apply per <b>occurrence</b> and in the <b>annual aggregate</b>, and are part of and not in addition to the <b>FLOOD annual aggregate</b> limit:</p> <ul style="list-style-type: none"> <li><b>Covered property at locations</b> situated in:</li> </ul> <p style="text-align: center;">Flood Hazard - High</p>	\$5,000,000
<b>NAMED STORM</b>	Included

#### ENDORSEMENT LIMITS OF LIABILITY

Endorsement Number	Endorsement Name	LIMITS OF LIABILITY
CNP 90 06 01 20	Disclosure Pursuant to Terrorism Risk Insurance Act	TRIA Accepted
PY 04 03 01 17	Cap on Losses From Certified Acts of Terrorism	

#### L. CANCELLATION TIME SPECIFICATIONS

Cancellation for Nonpayment of Premium	Ten (10) days
Cancellation for All Reasons Other Than Nonpayment of Premium	30 days

#### M. DEDUCTIBLES

Subject to the Deductible General Provisions stated below, **we** will not pay unless a **covered loss**, including any insured TIME ELEMENT loss, exceeds the deductible(s) specified below. **We** will then pay the amount of **covered loss** in excess of the deductible, up to the applicable LIMIT OF LIABILITY.

##### Deductible General Provisions

**We** will be liable only if **you** sustain a **covered loss**, including any insured TIME ELEMENT loss, in a single **occurrence** greater than the applicable deductible specified. When this Policy insures more than one (1) **location**, the deductible(s) will apply against the total loss covered by this Policy in an **occurrence** unless otherwise stated.

1. Unless otherwise stated, if two or more deductibles apply to an **occurrence**, the total deductible will not exceed the largest applicable deductible, except as follows:
  - a. When a separate PROPERTY DAMAGE and TIME ELEMENT deductible apply, each will be applied separately.

- b. If there are multiple **locations** involved in an **occurrence** where two or more deductibles apply to a **location** in an **occurrence**, the largest deductible applying to each **location** will be applied separately to each such **location**, regardless of the number of **locations** involved in the **occurrence**.
  - c. Unless specified otherwise, if deductibles are specified for a **location**, the largest deductible applicable will be applied to that **location** regardless of the number of **locations** involved in the **occurrence**.
  - d. Equipment Breakdown: With regard to Equipment Breakdown coverage, if one or more deductible amounts are shown below, each will be applied separately.
  - e. The stated *EARTH MOVEMENT* deductible will be applied to *EARTH MOVEMENT* loss. The stated *FLOOD* deductible will be applied to *FLOOD* loss. The stated *NAMED STORM* deductible will be applied to *NAMED STORM* loss. Provisions **1.a.** and **1.b.** above will also be applied to each.
2. When a percent deductible is specified, whether separate or combined, the deductible amount will be determined as follows:
- a. PROPERTY DAMAGE: The percentage of the total reported values on file with us for the **covered property** at the corresponding **location(s)** (including sub-**locations**) where the direct physical loss or damage occurred; plus
  - b. TIME ELEMENT: The percentage of the full TIME ELEMENT values that would have been earned in the 12-month period following the **occurrence**, had no loss occurred, by use of the facilities at the **location** where the direct physical loss or damage occurred, plus that proportion of the full TIME ELEMENT values at all other **locations** where TIME ELEMENT loss ensues that was directly affected by use of such facilities and that would have been earned in the 12-month period following the **occurrence**.
  - c. Equipment Breakdown: The percentage of the gross amount of loss, damage or expense (prior any deductible) insured under the applicable coverage. If the dollar amount of such percentage is less than the indicated minimum deductible, the minimum deductible will be the applicable deductible.
3. When a minimum deductible is shown, the minimum deductible is the sum of:
- a. The specific **location** deductible for each covered **location** where the amount of physical loss or damage exceeds the specific **location** deductible; and
  - b. The amount of physical loss or damage for each covered **location** where the amount of physical loss or damage is less than the specific **location** deductible.
4. When an average daily value deductible is provided, this deductible will be determined as follows:
- a. The total amount of TIME ELEMENT loss applicable for the entire **location** where the direct physical loss or damage happens will be included.
  - b. Divide the result in Paragraph **a.** by the number of days the business would have been open during the PERIOD OF LIABILITY. The result is the average daily value.
  - c. Multiply the average daily value in Paragraph **b.** by the number of days specified in the DEDUCTIBLE TABLE below.

If more than one (1) **location** is included in the valuation of the loss, the average daily value will be the combined value of all affected **locations**.

5. When a per unit deductible is specified, the following shall be considered a separate unit of insurance:
  - a. Each separate building, the contents of each separate building and **covered property** in each yard at that covered **location**.
  - b. TIME ELEMENT loss as applicable, including all other **locations** where TIME ELEMENT loss ensues as provided by this Policy.
6. When a time deductible is shown, **we** will not be liable for any loss under that coverage that occurs during that specified time period immediately following the direct physical loss or damage. If a time deductible is shown in days, each day shall mean twenty four (24) consecutive hours.
7. When a deductible is shown in the Declarations for a *NAMED STORM*, the following applies:
  - a. All direct physical loss or damage to **covered property** including TIME ELEMENT loss caused by or resulting from a *NAMED STORM* will be subject to the deductible obtained by calculating all of the following:
    - (1) The sum of all applicable percentage deductibles calculated as described in Deductible General Provisions Item **2.** above, subject to any applicable minimums or maximums; and
    - (2) Any other applicable deductible amounts.

DEDUCTIBLE TABLE – PART ONE

Coverage	Deductible Percentage / Amounts
Policy Deductible (except as otherwise indicated)	\$50,000
Specified <b>Location(s)</b> Deductible(s)	
59.1 315 Record St, Reno, NV 89512-3327 <ul style="list-style-type: none"> <li>PROPERTY DAMAGE and TIME ELEMENT</li> </ul>	\$150,000
120.1 335 Record St, Reno, NV 89512-3327 <ul style="list-style-type: none"> <li>PROPERTY DAMAGE and TIME ELEMENT</li> </ul>	\$150,000
158.1 21130 Mount Rose Hwy, Reno, NV 89511-5728 <ul style="list-style-type: none"> <li>PROPERTY DAMAGE and TIME ELEMENT</li> </ul>	\$50,000
All direct physical loss or damage to covered property (including any insured TIME ELEMENT loss) caused by or resulting from water damage, other than water damage caused by flood, fire or wind <ul style="list-style-type: none"> <li>PROPERTY DAMAGE and TIME ELEMENT</li> </ul>	\$100,000
OFF PREMISES INTERRUPTION OF SERVICES –	\$50,000



PROPERTY DAMAGE AND TIME ELEMENT	
TRANSIT	\$50,000
Fine Arts	\$50,000

#### DEDUCTIBLE TABLE – PART TWO

Coverage	Deductible Percentage / Amounts
EARTH MOVEMENT	2% subject to \$250,000 minimum, applying per unit
EARTH MOVEMENT SPRINKLER LEAKAGE	2% per unit subject to \$250,000 minimum per unit
EQUIPMENT BREAKDOWN	
PROPERTY DAMAGE and TIME ELEMENT	\$50,000
FLOOD	\$100,000
except: • <b>Covered property</b> at <b>locations</b> situated in:  Flood Hazard - High	5% subject to \$250,000 minimum, applying per unit
NAMED STORM	\$50,000

#### OCCURRENCE TIME SPECIFICATIONS

<i>EARTH MOVEMENT</i>	continuous 72 hours
<i>NAMED STORM</i>	continuous 72 hours

## N. QUALIFYING PERIOD(S)

A *qualifying period* applies for the coverages shown in the Table below. *Qualifying period* is the period of time that must be exceeded for coverage to apply. Once the *qualifying period* has been exceeded, coverage applies from the initial event of loss.

QUALIFYING PERIOD TABLE

Coverage	QUALIFYING PERIOD
COMPUTER SYSTEMS NON PHYSICAL DAMAGE and DATA, PROGRAMS OR SOFTWARE	
COMPUTER SYSTEMS NON PHYSICAL DAMAGE	24 hours
DATA, PROGRAMS OR SOFTWARE	24 hours
CRISIS MANAGEMENT	24 hours
OFF PREMISES INTERRUPTION OF SERVICES – PROPERTY DAMAGE AND TIME ELEMENT	24 hours

## SECTION II – PROPERTY DAMAGE

### A. COVERED PROPERTY

1. **We** cover **your** insurable interest in the following types of property that are located at or within one-thousand (1,000) feet of a covered **location**, unless otherwise excluded:

- a. **Real Property**, including new buildings, structures and additions in the COURSE OF CONSTRUCTION.
- b. **Personal Property**, including *personal property of others*.

*Personal property of others* are tangible things that **you** do not own, other than **real property**, that:

- (1) are sold by **you** and that **you** have agreed, prior to loss, to insure for the account of the purchaser during delivery;
- (2) **you** have agreed in writing prior to any loss or damage to provide coverage;
- (3) are in **your** care, custody or control;
- (4) **you** have an insurable interest in, or an obligation to provide coverage;
- (5) **you** are legally liable for;
- (6) are improvements and betterments consisting of fixtures, alterations, installation or additions comprising part of a building not owned by **you** and acquired or made at **your** expense which **you** cannot legally move, but only to the extent of **your** insurable interest therein; or

(7) are **personal property** (other than vehicles) of **your** employees and officers.

2. **We** also cover the interest of contractors and subcontractors in **covered property** during construction at or within one-thousand (1,000) feet of a covered **location** to the extent of **your** legal liability for direct physical loss or damage to such property. Such interest of contractors and subcontractors is limited to the property for which they have been hired to perform work and such interest will not extend to any TIME ELEMENT coverage provided under this Policy.

## B. PROPERTY NOT COVERED

**We** do not cover the following types of property:

1. Aircraft, except when unfueled and manufactured by **you**;
2. Animals, standing timber including undisturbed natural wooded areas, or growing crops;
3. Bridges or tunnels, however pedestrian walkways connecting buildings are covered;
4. Caves, caverns, mines of any type, or any property contained within them;
5. Contraband or property in the course of illegal transportation or trade;
6. Currency, money, negotiable and non-negotiable instruments, notes or securities;
7. Dams, dikes, levees, docks, wharfs, piers or bulkheads;
8. **Electronic data**, computer programs or software, except when they are stock in process, finished stock manufactured by **you**, raw materials, supplies, other merchandise not manufactured by **you** or as provided in this Policy;
9. Land and any substance in or on land except this exclusion does not apply to **land improvements**;
10. **Land improvements** at a golf course;
11. Overhead transmission and distribution systems located more than one-thousand (1,000) feet away from a covered **location**;
12. *Personal property of others* that is in the care, custody or control of **you** or **your** affiliates for which **you** are acting as a warehouseman, bailee for hire, or carrier for hire.
13. Precious metals or precious stones, except when used in industrial or service operations;
14. Property in transit, except as otherwise provided by this Policy;
15. Property more specifically insured, except for any excess over any LIMITS OF LIABILITY of such more specific insurance;
16. Property sold by **you** under conditional sale, trust agreement, installment plan or other deferred payment plan after delivery to **your** customers, except as provided by the DEFERRED PAYMENTS coverage of this Policy;
17. Spacecraft, satellites, associated launch vehicles and any property contained therein;
18. Vehicles otherwise insured for physical loss or damage;

19. Water except this exclusion does not apply to water that is contained within any enclosed tank, piping system or any other processing equipment; or
20. Watercraft, except watercraft **you** manufacture and are part of **your** inventory while being stored un-fueled and on dry land at a covered **location**.

### C. EXCLUSIONS

The following exclusions apply unless otherwise stated in this Policy:

1. **We** do not cover:

- a. Indirect or remote loss or damage;
- b. Interruption of business, except to the extent provided by this Policy;
- c. Loss of market or loss of use;
- d. Loss or damage or deterioration arising from any delay;
- e. Mysterious disappearance, loss or shortage disclosed on taking inventory, or any unexplained loss;
- f. Loss or damage from enforcement of any law or ordinance:
  - (1) Regulating the construction, repair, replacement, use or removal, including debris removal, of any property; or
  - (2) Requiring the demolition of any property, including the cost in removing its debris;except as provided by the DECONTAMINATION COSTS and DEMOLITION AND INCREASED COST OF CONSTRUCTION coverages of this Policy;
- g. Loss resulting from the voluntary parting with title or possession of property if induced by any fraudulent act or by false pretense; or
- h. Loss or damage caused by or resulting from freezing, disease or drought to landscape gardening, including plants, trees and shrubs.

2. **We** do not cover physical loss or damage 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 to the loss concurrently or in any other sequence:

- a. **Terrorism**, including action in hindering or defending against an actual or expected incident of **terrorism**, but this exclusion applies only when one of the following are attributed to an incident of **terrorism**:
  - (1) The **terrorism** is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive **contamination**; or
  - (2) Radioactive material is released, and it appears that one purpose of **terrorism** was to release such material; or
  - (3) The **terrorism** is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
  - (4) Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the **terrorism** was to release such materials; or

- (5) Loss or damage to property located outside of the United States, unless there is a law in effect in the jurisdiction where the loss or damage occurs that expressly prohibits this exclusion; or
- (6) The total of all damage to property, whether covered by this Policy or otherwise, exceeds \$25,000,000. In determining whether the \$25,000,000 threshold is exceeded, **we** will include all insured damage sustained by property of all persons and entities affected by the **terrorism** and business interruption (TIME ELEMENT) losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any **terrorism** exclusions. Multiple incidents of **terrorism** which occur within a 72-hour period and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one (1) incident, for the purpose of determining whether the threshold is exceeded.

With respect to this item **2.a.(6)**, the immediately preceding paragraph describes the threshold used to measure the magnitude of an incident of **terrorism** and the circumstances in which the threshold will apply, for the purpose of determining whether this exclusion will apply to that incident. When the exclusion applies to an incident of **terrorism**, there is no coverage in this Policy.

However, this exclusion does not apply:

- (1) If **terrorism** results in fire, in which case **we** cover the direct physical loss or damage caused by the fire but only if there is a statute in effect in the jurisdiction where the loss or damage occurs that expressly prohibits the exclusion of fire losses resulting from **terrorism**. This exception is subject to all applicable Policy provisions including the LIMIT OF LIABILITY on the affected property. Such coverage for ensuing loss applies only to direct loss or damage by fire to **covered property**. This coverage does not apply to insurance provided under any TIME ELEMENT coverages, or to fire legal liability coverage; or
- (2) While the United States **Terrorism Risk Insurance Act (TRIA)**, as amended, is in effect:
- (a) To loss or damage caused by a "Certified Act of **Terrorism**" provided that **you** elected coverage for such, and only to the extent provided by the terms and conditions of the applicable CERTIFIED ACTS OF **TERRORISM** AND DISCLOSURE PURSUANT TO **TERRORISM RISK INSURANCE ACT** endorsement; or
- (b) To loss or damage caused by **terrorism** that would have been certified as an "act of **terrorism**", but was not certified solely because the total of all property and casualty insurance losses resulting from the act failed to exceed the \$5,000,000 "certified act of **terrorism**" threshold specified under TRIA.
- b. Nuclear reaction or nuclear radiation or radioactive **contamination**. However, this exclusion does not apply if:
- (1) The RADIOACTIVE **CONTAMINATION** PROPERTY DAMAGE COVERAGE AND LIMITATION applies but only to the extent provided; or
- (2) Fire directly results from the nuclear reaction, nuclear radiation, or radioactive **contamination**, in which case **we** cover the physical loss or damage caused by the fire but only if there is a statute in effect in the jurisdiction where the loss or damage happens that expressly prohibits the exclusion of fire losses resulting from nuclear reaction, radiation or **contamination**.
- c. Hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual, impending or expected attack by any:
- (1) Government or sovereign power (de jure or de facto);
- (2) Military, naval or air force; or

(3) Agent or authority of any party specified in (1) or (2) above.

- d. Discharge, explosion or use of any nuclear device, weapon or material employing or involving nuclear fission, fusion or radioactive force, whether in time of peace or war and regardless of who commits the act.
- e. The unlawful possession, use, release, discharge, dispersal or disposal of any chemical, biological, viral, radioactive or similar agents or matter, whether in time of peace or war and regardless of who commits the act.
- f. Insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating or defending against such an event.
- g. Seizure or destruction under quarantine or custom regulation, or confiscation by order of any governmental or public authority.
- h. Risks of contraband, or illegal transportation or trade.
- i. Any criminal, fraudulent or dishonest act, including theft, committed alone or in collusion with others:
  - (1) By **you** or any proprietor, partner, director, trustee, officer or employee of an Insured; or
  - (2) By any proprietor, partner, director, trustee, or officer of any business or entity (other than a common carrier) engaged by **you** to do anything in connection with property insured under this Policy.

However, **we** do cover direct physical loss or damage intentionally caused by **your** employee or any individual specified in (2) above provided that said individuals acted without **your** knowledge.

j. Lack of the following services:

- (1) Incoming electricity, fuel, water, gas, steam or refrigerant;
- (2) Outgoing sewerage; or
- (3) Incoming or outgoing voice, data or video,

all when caused by an event away from the covered **location** except as provided in the ON/OFF PREMISES INTERRUPTION OF SERVICES coverages of this Policy. But, if the lack of such a service causes physical loss or damage of the type insured by this Policy at a covered **location**, then only that resulting damage is covered.

- 3. **We** do not cover the following, but, if direct physical loss or damage not excluded by this Policy results, then **we** cover that resulting damage only:
  - a. Faulty workmanship, material, construction or design.
  - b. Loss or damage to stock or material attributable to manufacturing or processing operations while such stock or material is being processed, manufactured, tested, or otherwise worked on.
  - c. Deterioration, depletion, rust, corrosion or erosion, wear and tear, inherent vice or latent defect.
  - d. Settling, cracking, shrinking, bulging, or expansion of:
    - (1) Foundations (including any pedestal, pad, platform or other property supporting machinery)
    - (2) Floors

(3) Pavements

(4) Walls, including retaining walls

(5) Ceilings

(6) Roofs

- e. Extremes or changes in temperature (except to machinery or equipment) or changes in relative humidity, all whether atmospheric or not.
- f. Cumulative effects of smog, smoke, vapor, liquid and dust.
- g. Insect, animal or vermin damage.
- h. Loss or damage to the interior portion of buildings under construction caused by rain, sleet or snow, whether or not driven by wind, when the installation of the roof, walls or windows of such buildings has not been completed.

4. **We** do not cover the following unless directly resulting from a **covered loss**:

- a. **Contamination**, and any cost due to **contamination** including the inability to use or occupy property or any cost of making property safe or suitable for use or occupancy, except as provided elsewhere in this Policy.
- b. Shrinkage.
- c. Changes in color, flavor, texture or finish.
- d. Remediation, change, correction, repair or assessment of any date or time recognition in any **electronic data processing equipment** or media.
- e. Failure of **electronic data processing equipment** or media to correctly recognize, interpret, calculate, compare, differentiate, sequence, access or process data involving one or more dates or times.

D. PROPERTY DAMAGE COVERAGES AND LIMITATIONS

**We** provide the following PROPERTY DAMAGE COVERAGES AND LIMITATIONS for a **covered loss** as specified in the LIMITS OF LIABILITY Table in the Declarations, subject to the terms, conditions and exclusions of this Policy.

1. ACCOUNTS RECEIVABLE

- a. **We** cover the following resulting from a **covered loss** to accounts receivable records located while anywhere within the Policy territory, including while in transit:
  - (1) Any shortage in the collection of accounts receivable.
  - (2) The interest charges on any loan to offset such impaired collection pending repayment of such uncollectible sum. Unearned interest and service charges on deferred payment accounts and normal credit losses on bad debts will be deducted in determining the amount recoverable.
  - (3) The reasonable and necessary cost incurred for material and time required to re-establish or reconstruct accounts receivable records excluding any costs covered by any other insurance.
  - (4) Any other necessary and reasonable costs incurred to reduce the loss, to the extent the losses are reduced.

- b. Accounts receivable records include records stored as **electronic data**. In the event of loss, **you** will:
  - (1) Use all reasonable efforts, including legal action, if necessary, to effect collection of outstanding accounts receivable.
  - (2) Reduce the loss by use of any property or service owned or controlled by **you** or obtainable from other sources.
  - (3) Reconstruct, if possible, accounts receivable records so that no shortage is sustained.
- c. The settlement of loss will be made within ninety (90) days from the date of the **covered loss**. All amounts recovered by **you** on outstanding accounts receivable on the date of loss will belong and be paid to **us** up to the amount of loss paid by **us**. All recoveries exceeding the amount paid will belong to **you**.
- d. **We** do not cover shortage resulting from:
  - (1) Bookkeeping, accounting or billing errors or omissions; or
  - (2) Alteration, falsification, manipulation; or
  - (3) Concealment, destruction or disposal, of accounts receivable records committed to conceal the wrongful giving, taking, obtaining or withholding of money, securities or other property; but only to the extent of such wrongful giving, taking, obtaining or withholding.

## 2. BRANDS AND LABELS

In the event of a **covered loss** to **your** branded or labeled merchandise, and **we** elect to take all or any part of that property, **you** may at **our** expense:

- a. Stamp "salvage" on the property or its containers; or
  - b. Remove or obliterate the brands or labels,
- if doing so will not damage the property.

**You** must re-label such property or its containers to be in compliance with any applicable law.

## 3. CONTROL OF DAMAGED GOODS

**We** grant control to **you** of physically damaged **covered property** consisting of finished goods manufactured by or for **you** as follows:

- a. **You** will have full rights to the possession and control of damaged property in the event of physical damage to **your covered property** provided proper testing is done to show which property is physically damaged.
- b. Using reasonable judgment, **you** will decide if the physically damaged **covered property** can be reprocessed or sold.
- c. Property **you** determine to be unfit for reprocessing or selling will not be sold or disposed of except by **you**, or with **your** consent.

Any salvage proceeds received will reduce the recoverable loss.

## 4. COURSE OF CONSTRUCTION

- a. **We** cover direct physical loss or damage at a covered **location** to buildings or structures that **you** begin to construct during the Policy period.



- b. **We** also cover materials, supplies, machinery, equipment and fixtures:
- (1) At a covered **location** and intended for installation in the new construction;
  - (2) After such property has been delivered to **you** or **your** contractor, and while such property is located offsite at a storage **location**; or
  - (3) After such property has been delivered to **you** or **your** contractor, and while such property is in transit from a storage **location** to another storage **location** or to a covered **location**.
- c. This coverage only applies to the construction of **covered property you** intend to own or occupy once constructed.
- d. This coverage does not apply to any property owned or rented by any contractor or subcontractor.

## 5. DATA, PROGRAMS OR SOFTWARE

- a. **We** cover direct physical loss or damage to **your electronic data**, computer programs or software, including direct physical loss or damage caused by the malicious introduction of a machine code or instruction, while anywhere within this Policy's territory, including:
- (1) The cost of the following reasonable and necessary actions taken by **you** provided such actions are taken due to actual insured physical loss or damage to **electronic data**, computer programs or software:
    - (a) Actions to temporarily protect and preserve insured **electronic data**, computer programs or software.
    - (b) Actions taken for the temporary repair of insured physical loss or damage to **electronic data**, computer programs or software.
    - (c) Actions taken to expedite the permanent repair or replacement of such damaged property.
  - (2) **Your** reasonable and necessary cost to temporarily protect or preserve covered **electronic data**, computer programs or software against immediately impending direct physical loss or damage to **electronic data**, computer programs or software. In the event that there is no direct physical loss or damage, the costs covered under this item will be subject to the deductible that would have applied had there been such direct physical loss or damage.
- b. With respect to destruction, distortion or corruption caused by the malicious introduction of machine code or instruction, this PROPERTY DAMAGE COVERAGE AND LIMITATION will apply only when the *qualifying period* specified in the *Qualifying Period* Table in the Declarations is exceeded.
- c. Any amounts recoverable under this PROPERTY DAMAGE COVERAGE AND LIMITATION are excluded from coverage elsewhere in this Policy.
- d. This PROPERTY DAMAGE COVERAGE AND LIMITATION excludes loss or damage to **electronic data**, computer programs or software when they are stock in process, finished stock manufactured by **you**, raw materials, supplies or other merchandise not manufactured by **you**.
- e. With respect to this PROPERTY DAMAGE COVERAGE AND LIMITATION, the following additional exclusions apply:
- (1) Errors or omissions in processing or copying; and

- (2) Loss or damage to **electronic data**, computer programs or software from errors or omissions in programming or machine instructions.

## 6. DEBRIS REMOVAL

- a. **We** cover **your** reasonable and necessary costs to remove debris from a covered **location** that remains as a direct result of a **covered loss**.
- b. This PROPERTY DAMAGE COVERAGE AND LIMITATION covers the costs of removal of contaminated **covered property** or the **contaminant** in or on **covered property** only if the **contamination**, due to the actual presence of **contaminant(s)**, results from a **covered loss**.
- c. This PROPERTY DAMAGE COVERAGE AND LIMITATION does not cover the costs of removal of:
- (1) Contaminated uninsured property; or
  - (2) The **contaminant** in or on uninsured property,
- whether or not the **contamination** results from a **covered loss**.

## 7. DECONTAMINATION COSTS

- a. **We** cover **your** decontamination costs directly resulting from a **covered loss** at a covered **location** subject to the following conditions:
- (1) These decontamination costs must be a direct result of enforcement of the law or ordinance that is in force at the time of the loss regulating decontamination; and
  - (2) The amount **we** cover includes the increased cost to remove **your** contaminated **covered property** to comply with the law or ordinance.
- b. **We** do not cover costs required for removing contaminated uninsured property or the **contaminant** therein or thereon, whether or not the **contamination** resulted from a **covered loss**.

## 8. DEFENSE FOR PERSONAL PROPERTY OF OTHERS

- a. **We** cover the cost to defend that part of any suit against **you** alleging direct physical loss or damage of the type insured by this Policy to personal property of others of the type insured by this Policy, in **your** custody, and while at a covered **location**. **We** may without prejudice undertake any investigation, negotiation or settlement of any such claim or suit as **we** deem appropriate.
- b. **We** do not cover the cost to defend any suit against **you** when **you** are acting as a warehouseman, bailee for hire, or carrier for hire.

## 9. DEFERRED PAYMENTS

- a. **We** cover direct physical loss or damage to **personal property** of the type insured by this Policy sold by **you** under a conditional sale or trust agreement or any installment or deferred payment plan and after such property has been delivered to the buyer. Coverage is limited to the unpaid balance for such property. In the event of loss to property sold under deferred payment plans, **you** will use all reasonable efforts, including legal action, if necessary, to effect collection of outstanding amounts due or to regain possession of the property.
- b. **We** do not cover loss:
- (1) Pertaining to products recalled including **your** costs to recall, test or to advertise such recall.

- (2) From theft or conversion by the buyer of the property after the buyer has taken possession of such property.
- (3) To the extent the buyer continues payments.
- (4) Not within this Policy's territory.

#### 10. DEMOLITION AND INCREASED COST OF CONSTRUCTION

- a. **We** cover **your** reasonable and necessary costs that are described in Item **b.** below, actually incurred to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of **covered property** consisting of buildings, structures, machinery and equipment at a covered **location**, provided:
  - (1) Such law or ordinance is in force on the date of the **covered loss**;
  - (2) Its enforcement is a direct result of a **covered loss**; and
  - (3) The buildings, structures, machinery and equipment were in compliance with such law or ordinance, regardless of any lack of enforcement, prior to the **covered loss**.
- b. This PROPERTY DAMAGE COVERAGE AND LIMITATION, as respects the property insured in Item **a.** above, covers:
  - (1) The cost incurred to demolish, repair or rebuild the physically damaged portion of such property with materials and in a manner to satisfy such law or ordinance; and
  - (2) The cost incurred:
    - (a) To demolish the physically undamaged portion of such property insured; and
    - (b) To rebuild it with materials and in a manner to satisfy such law or ordinance,when the demolition of the physically undamaged portion of such property is required to satisfy such law or ordinance, as a result of a **covered loss**.
- c. This PROPERTY DAMAGE COVERAGE AND LIMITATION excludes any costs incurred as a result of the enforcement of any law or ordinance regulating pollution.
- d. The amount **we** cover for this PROPERTY DAMAGE COVERAGE AND LIMITATION at each covered **location** in any one (1) **occurrence** will not exceed the actual cost incurred in demolishing the physically damaged and undamaged portions of the property covered in item **a.** above plus:
  - (1) If rebuilt on the same site, the actual cost incurred in rebuilding there; or
  - (2) If rebuilt on another site, the lesser of:
    - (a) The actual cost incurred in rebuilding on the other site, excluding the cost of land; or
    - (b) The cost that would have been incurred to rebuild on the same site.

#### 11. ERRORS AND OMISSIONS

- a. If direct physical loss or damage is not covered under this Policy solely because of an error or unintentional omission made by **you**:
  - (1) In the description of where **covered property** is physically located; or

(2) To include any **location**:

(a) Owned, rented or leased by **you** on the effective date of this Policy; or

(b) Purchased, rented or leased by **you** during the term of the Policy; or

(3) That results in termination of the coverage provided by this Policy, except for cancellation due to nonpayment of premium,

**we** cover the amount **we** would have paid, including any TIME ELEMENT loss, had the error or omission not been made.

b. This coverage does not apply to the failure to report values, or the reporting of inaccurate values of **covered property**.

c. This PROPERTY DAMAGE COVERAGE AND LIMITATION does not apply if coverage is provided elsewhere in this Policy.

d. **You** must report such errors or unintentional omissions to **us** in writing as soon as they are discovered.

## 12. EXPEDITING EXPENSE

a. **We** cover **your** reasonable and necessary costs:

(1) For the temporary repair of **covered property** from a **covered loss**; and

(2) To expedite the permanent repair or replacement of such damaged property.

b. This PROPERTY DAMAGE COVERAGE AND LIMITATION does not cover costs recoverable elsewhere in this Policy, including the cost of permanent repair or replacement of damaged property.

## 13. FINE ARTS

a. **We** cover direct physical loss or damage to **your fine arts** while anywhere within this Policy's territory, including while in transit.

b. The following additional exclusions apply:

**We** do not cover:

(1) Loss or damage sustained from any repair, restoration, or retouching process;

(2) Breakage of art glass windows, statuary, marble, glassware, bric-a-brac, porcelains, and similar fragile articles, unless caused by fire, lightning, aircraft, theft and or attempted theft, windstorm, *EARTH MOVEMENT*, *FLOOD*, explosion, vandalism, collision, derailment or overturn of conveyance.

## 14. FIRE DEPARTMENT SERVICE CHARGES

**We** cover the reasonable and necessary:

a. Fire department firefighting charges imposed as a result of responding to a fire in, on or exposing the **covered property**.

b. Costs incurred by **you** to restore and recharge fire protection systems following a **covered loss**.

## 15. LAND AND WATER CLEANUP, REMOVAL AND DISPOSAL

- a. For uninsured property at a covered **location** consisting of land, water, or any other substance in or on land or water at a covered **location**, **we** cover **your** reasonable and necessary cost for the cleanup, removal and disposal of the actual presence of **contaminant(s)** from that property if the release, discharge or dispersal of such **contaminant(s)** is a result of a **covered loss**.
- b. This PROPERTY DAMAGE COVERAGE AND LIMITATION does not apply:
  - (1) At any **location** insured for **personal property** only;
  - (2) At any **location**, or to any property, covered under the NEWLY ACQUIRED **LOCATIONS** or ERRORS AND OMISSIONS coverages provided by this Policy or at a **Miscellaneous Unnamed Location**; or
  - (3) If **you** fail to give **us** written notice within one hundred eighty (180) days after the loss.

## 16. MISCELLANEOUS PERSONAL PROPERTY

- a. **We** cover direct physical loss or damage, that occurs away from a covered **location** but within the Policy's territory, to **personal property** of the type covered under this Policy, which is:
  - (1) Owned by **you**; or
  - (2) Owned by others and in **your** care, custody and control, but only to the extent **you** are obligated to insure it for direct physical loss or damage under the type of coverage provided under this Policy.
- b. This PROPERTY DAMAGE COVERAGE AND LIMITATION excludes coverage that is provided elsewhere in this Policy.

## 17. NEWLY ACQUIRED LOCATIONS

- a. **We** cover physical loss or damage to property of the type insured from a loss of the type insured at any **location you** purchase, lease or rent after the inception date of this Policy.
- b. This PROPERTY DAMAGE COVERAGE AND LIMITATION applies:
  - (1) From the date of purchase, lease or rental,
  - (2) Until the first of the following occurs:
    - (a) The **location** is bound by **us**;
    - (b) Agreement is reached that the **location** will not be insured under this Policy; or
    - (c) The time limit specified in the LIMITS OF LIABILITY Table in the Declarations has been reached. The time limit begins on the date of purchase, lease or rental.

## 18. OFF PREMISES INTERRUPTION OF SERVICES – PROPERTY DAMAGE

- a. **We** cover physical loss or damage to **covered property** at a covered **location** when such physical loss or damage results from:
  - (1) The interruption of incoming services consisting of electricity, gas, fuel, steam, water, refrigeration, voice, data, video; or
  - (2) The interruption of outgoing sewerage service,

by reason of a loss of the type insured by this Policy at the facilities of the supplier of such service located within this Policy's territory, that immediately prevents in whole or in part the delivery of such usable service.

- b. This PROPERTY DAMAGE COVERAGE AND LIMITATION will apply only when the interruption exceeds the *qualifying period* specified in the *Qualifying Period Table* in the Declarations.
- c. For purposes of this PROPERTY DAMAGE COVERAGE AND LIMITATION, the *period of service interruption* is the period starting with the time when an interruption of specified services occurs; and ending when the service could be wholly restored.
- d. Additional General Provisions:
  - (1) **You** will immediately notify the suppliers of services of any interruption of any such services.
  - (2) **We** will not be liable if the interruption of such services is caused directly or indirectly by **your** failure to comply with the terms and conditions of any contracts **you** have for the supply of such specified services.
- e. **We** do not cover loss or damage caused by or resulting from the use of services provided by or through a satellite.
- f. Exclusion **C.3.e.** does not apply to this PROPERTY DAMAGE COVERAGE AND LIMITATION.

## 19. PROFESSIONAL FEES

- a. **We** cover **your** reasonable costs for **your** employees or auditors, architects, accountants and engineers whom **you** hire to prepare and verify the details of a claim from a **covered loss**.
- b. Professional fees covered under this PROPERTY DAMAGE COVERAGE AND LIMITATION, however, do not include:
  - (1) Any fees or expenses of attorneys;
  - (2) Any fees or expenses of public adjusters, loss appraisers or any of their subsidiaries or associated entities;
  - (3) Fees based on a contingency; or
  - (4) Fees of loss consultants who provide consultation on coverage or negotiate claims.
- c. This PROPERTY DAMAGE COVERAGE AND LIMITATION is subject to the deductible that applies to the loss.

## 20. PROTECTION AND PRESERVATION OF PROPERTY

- a. **We** cover **your** reasonable and necessary costs to temporarily protect or preserve **covered property** provided such actions are necessary due to actual, or to prevent immediately impending threat of, physical loss or damage of the type covered by this Policy to such **covered property**.
- b. This PROPERTY DAMAGE COVERAGE AND LIMITATION is subject to the deductible provisions that would have applied had the physical loss or damage happened.

## 21. RADIOACTIVE CONTAMINATION

- a. **We** cover radioactive **contamination** to property of the type insured by this Policy from a **covered loss**.

Radioactive **contamination** is:

- (1) Sudden and accidental radioactive **contamination**; or
- (2) Resultant radiation damage to **covered property**,

provided that such radioactive **contamination** arises out of radioactive material at a covered **location** and is used as part of **your** business activities.

**b. We** do not cover radioactive **contamination** if:

- (1) The covered **location** contains:
  - (a) A nuclear reactor capable of sustaining nuclear fission in a self-supporting chain reaction; or
  - (b) Any new or used nuclear fuel intended for or used in such a nuclear reactor.
- (2) The **contamination** arises from radioactive material located away from a covered **location**.

## 22. TAX LIABILITY

**We** cover **your** increase in tax liability from a **covered loss** at a covered **location** if the tax treatment of:

- a. The profit portion of a loss payment involving finished stock manufactured by **you**; and/or
- b. The profit portion of a TIME ELEMENT loss payment;

is greater than the tax treatment of profits that would have been incurred had no loss happened.

## 23. TEMPORARY REMOVAL OF PROPERTY

- a. When **covered property** is removed from a covered **location** for the purpose of being repaired or serviced or in order to avoid threatened physical loss or damage of the type insured by this Policy, **we** cover such property:
  - (1) While at the premises to which such **covered property** has been moved; and
  - (2) For direct physical loss or damage of the type insured by this Policy at the covered **location** from which such **covered property** was removed.
- b. This PROPERTY DAMAGE COVERAGE AND LIMITATION does not apply:
  - (1) To **covered property** removed for normal storage, processing or preparation for sale or delivery; or
  - (2) If coverage is provided elsewhere in this Policy or by any other insurance policy.

## 24. TRANSIT

- a. **We** cover **personal property** not excluded elsewhere in this Policy while it is in transit within the Policy's territory:
  - (1) Owned by **you**.
  - (2) Shipped to customers under Free on Board (F.O.B) shipments, Free-Along-Side (F.A.S) shipments and Returned shipments. **Your** contingent interest is admitted.
  - (3) Of others in **your** actual or constructive custody to the extent of **your** interest or legal liability.

- (4) Of others sold by **you** and **you** agreed prior to the loss to insure the **personal property** during course of delivery including:
- (a) When shipped by **your** contract service provider or by **your** contract manufacturer to **you** or to **your** customer; or
  - (b) When shipped by **your** customer to **you** or to **your** contract service provider or to **your** contract manufacturer.
- b. This PROPERTY DAMAGE COVERAGE AND LIMITATION starts from the time the property leaves the original point of shipment for transit, and continues while in the due course of transit until delivered, subject to the following conditions:
- (1) Coverage on export shipments not insured under ocean cargo policies ends when the property is loaded on board overseas vessels or aircraft. Coverage on import shipments not insured under ocean cargo policies begins after discharge from overseas vessels or aircraft.
  - (2) If this Policy expires during the due course of transit, coverage is extended until the shipment is delivered to its final destination.
- c. **We** also cover:
- (1) General average and salvage charges on shipments covered while waterborne; and
  - (2) Direct physical loss or damage caused by or resulting from:
    - (a) Unintentional acceptance of fraudulent bills of lading, shipping or messenger receipts.
    - (b) Improper parties having gained possession of property through fraud or deceit.
- d. Additional General Provisions:
- (1) This PROPERTY DAMAGE COVERAGE AND LIMITATION will not inure directly or indirectly to the benefit of any carrier or bailee.
  - (2) **You** have permission, without prejudicing this insurance, to accept:
    - (a) Ordinary bills of lading used by carriers;
    - (b) Released bills of lading;
    - (c) Undervalued bills of lading; and
    - (d) Shipping or messenger receipts.
  - (3) **You** may waive subrogation against railroads under side track agreements.
  - (4) Except as otherwise stated, **you** will not enter into any special agreement with carriers releasing them from their common law or statutory liability.
- e. As respects this PROPERTY DAMAGE COVERAGE AND LIMITATION:
- (1) The following additional exclusions apply:

This Policy excludes:



- (a) Samples in the custody of salespeople or selling agents.
  - (b) Property insured under import or export ocean marine insurance.
  - (c) Waterborne shipments, unless:
    - (i) By inland water; or
    - (ii) By roll-on/roll-off ferries; or
    - (iii) By coastal shipments.
  - (d) Airborne shipments unless by regularly scheduled passenger airlines or air freight carriers.
  - (e) Property of others, including **your** legal liability for it, hauled on vehicles owned, leased or operated by **you** when acting as a common or contract carrier.
  - (f) Any transporting vehicle
  - (g) Property shipped between continents except by land or air within the Policy territory.
- f. **We** will value property covered under this PROPERTY DAMAGE COVERAGE AND LIMITATION as follows:
- (1) Property shipped to or for **your** account will be valued at actual invoice to **you**. Included in the value are accrued costs and charges legally due. Charges may include **your** commission as selling agent.
  - (2) Property sold by **you** and shipped to or for the purchaser's account will be valued at **your** selling invoice amount. Prepaid or advanced freight costs are included.
  - (3) Property not under invoice will be valued:
    - (a) For **your** property, according to the valuation provisions of this Policy applying at the place from which the property is being transported; or
    - (b) For other property, at the **actual cash value** at the destination point on the date of loss, less any charges saved which would have become due and payable upon arrival at destination.

## 25. VALUABLE PAPERS AND RECORDS

- a. **We** cover physical loss or damage to **your valuable papers and records** from a **covered loss** at a covered **location**. **We** cover the value blank, plus the cost of copying from backup or from originals of a previous generation, and **your** reasonable and necessary costs to research, replace or restore the information lost or damaged thereon, except for **electronic data** and software. For **electronic data** and software, **we** cover the value of the blank media, and the cost of reproducing the **electronic data** and software from duplicates or originals of the previous generation of the data.
- b. This coverage does not apply to loss or damage to property that cannot be repaired or restored with like kind or quality.

## SECTION III – TIME ELEMENT

TIME ELEMENT loss as provided in the TIME ELEMENT COVERAGES and TIME ELEMENT COVERAGES AND LIMITATIONS:

- A. Is subject to and part of the applicable LIMIT OF LIABILITY that applies to **your** direct physical loss or damage but in no event for more than any LIMIT OF LIABILITY that is stated as applying to the specific TIME ELEMENT COVERAGE and/or TIME ELEMENT COVERAGES AND LIMITATIONS; and
- B. Will not increase the POLICY LIMIT OF LIABILITY and is subject to the Policy provisions, including applicable exclusions and deductibles,

all as shown in this section and elsewhere in this Policy.

### A. LOSS INSURED

- 1. **We** cover **your** actual loss sustained, as provided in the TIME ELEMENT COVERAGES and TIME ELEMENT COVERAGES AND LIMITATIONS, directly resulting from a loss of the type insured by this Policy:
  - a. To property described elsewhere in this Policy and not otherwise excluded by this Policy,
  - b. Used by **you**, or by others with whom **you** have a contract,
  - c. At a covered **location** or while in transit as provided by this Policy,
  - d. During the applicable PERIOD OF LIABILITY described in this section.
- 2. **We** cover TIME ELEMENT loss only to the extent it cannot be reduced through:
  - a. The use of any property or service owned or controlled by **you**;
  - b. The use of any property or service obtainable from other sources;
  - c. Working extra time or overtime; or
  - d. The use of inventory,

all whether at a covered **location** or at any other **location**. When measuring the actual loss sustained, the combined operating results of all of **your** associated, affiliated or subsidiary companies will be considered in determining the TIME ELEMENT loss.
- 3. **We** cover **your** reasonable and necessary expenses to reduce the loss otherwise payable under this section of this Policy. The amount of those recoverable expenses will not exceed the amount by which the insured loss has been reduced.
- 4. In determining the insured TIME ELEMENT loss, **we** will consider the experience of the business before and after and the probable experience during the PERIOD OF LIABILITY. **We** will consider any increase or decrease in demand for **your** goods or services during the PERIOD OF LIABILITY, even if such increase or decrease is from the same event that caused the **covered loss**.

### B. TIME ELEMENT COVERAGES

#### 1. GROSS EARNINGS

- a. **GROSS EARNINGS** loss is the actual loss sustained by **you** due to the necessary interruption of **your** business during the PERIOD OF LIABILITY of the following:

Gross Earnings less all charges and expenses that do not necessarily continue during the interruption of production or suspension of business operations or services, plus all other earnings derived from the operation of the business.

**Ordinary payroll**, including taxes and charges dependent on the payment of wages, for a period of time not to exceed the number of consecutive days as specified in the LIMITS OF LIABILITY in the Declarations table immediately following the interruption of production or suspension of business operations or services, and only to the extent such payroll continues following the loss and would have been earned had no such interruption happened.

However, if **you** reduce the daily loss payable under **ordinary payroll**, either by:

- (1) providing gainful employment for, or
- (2) paying less than the normal salary rate to,

all or part of its employees, then the number of consecutive days of **ordinary payroll** may be extended. However, this provision will not increase **our** total liability beyond the amount **we** would have been liable for **ordinary payroll** costs without this provision.

**Ordinary payroll** does not cover any portion of salaries or wages included in Gross Earnings.

b. *GROSS EARNINGS* will be calculated as follows:

- (1) For manufacturing operations: the net sales value of production less the cost of all raw stock, materials and supplies used in such production; or
- (2) For mercantile or non-manufacturing operations: the total net sales less the cost of merchandise sold, materials and supplies consumed in the operations or services rendered by **you**.

Any amount payable at selling price will be considered to have been sold to **your** regular customers and will be credited against net sales.

c. In determining the amount **we** cover as the actual loss sustained, **we** will consider the continuation of only those charges and expenses that would have been earned had there been no interruption of production or suspension of business operations or services.

d. If **you** would have operated at a deficit had no interruption of production or suspension of business operations or services occurred, the following applies:

- (1) For Gross Earnings, the extent to which charges and expenses would have been earned will be determined by subtracting the operating deficits from the charges and expenses that necessarily continue.
- (2) For **ordinary payroll**, the extent payroll would have been earned will be determined by subtracting the excess, if any, of the operating deficit over the fixed charges that need to continue from such payroll.

e. We cover TIME ELEMENT loss only to the extent that **you** are:

- (1) Wholly or partially prevented from producing goods or continuing business operations or services;
- (2) Unable to make up lost production within a reasonable period of time, not limited to the period during which production is interrupted;
- (3) Unable to continue **your** operations or services during the PERIOD OF LIABILITY; and

- (4) Able to demonstrate a loss of sales for the operations, services or production prevented.

## 2. EXTRA EXPENSE

- a. **We** cover **your** reasonable and necessary extra costs of the following incurred during the PERIOD OF LIABILITY applicable:
  - (1) To temporarily continue as nearly normal as practicable the conduct of **your** business; and
  - (2) The temporary use of property or facilities of **yours** or others.
- b. **We** will reduce any recoverable loss under this coverage for any value remaining of any property used to temporarily continue **your** business.
- c. EXTRA EXPENSE does not include:
  - (1) Any loss of income.
  - (2) Costs that would have been incurred in conducting the business during the same period had no physical loss or damage happened.
  - (3) Costs of permanent repair or replacement of property that has been damaged or destroyed.
  - (4) Any expense recoverable elsewhere in this Policy.

## 3. LEASEHOLD INTEREST

- a. **We** cover the following:
  - (1) If the lease agreement requires continuation of rent as a result of a **covered loss**, and if the **covered property** is wholly or partially untenable or unusable, the actual rent payable while the **covered property** is untenable or until the lease is terminated, but not exceeding the unexpired term of the lease.
  - (2) If the **covered property** is partially untenable, **we** cover the proportion of the lease payment for that portion of the untenable **covered property**.
- b. If the lease is cancelled by the lessor pursuant to the lease agreement or by the operation of law, **we** cover the additional cost to rent similar space for the unexpired term of the lease for the damaged property. That loss will be computed at present value, compounded annually at the prime rate plus 2%, as published in the Wall Street Journal on the date the lease terminated. The additional cost will consider the excess rent paid for the same or similar replacement property over actual rent of the original lease, plus cash bonuses or advance rent paid (including maintenance or operating charges) for each month during the unexpired term of the lease.
- c. As respects LEASEHOLD INTEREST, the following applies:
  - (1) **We** do not cover loss directly resulting from physical loss or damage to **personal property**.
  - (2) TIME ELEMENT EXCLUSIONS **D.1.**, **D.2.** and **D.3.** do not apply and the following applies instead:

**We** do not cover any increase in loss resulting from the suspension, lapse or cancellation of any license, or from **you** exercising an option to cancel the lease; or from any act or omission by **you** that constitutes a default under the lease.

#### 4. RENTAL INSURANCE

a. **We** cover **your** actual loss sustained of rental income during the PERIOD OF LIABILITY for:

- (1) The fair rental value of any portion of rental property occupied by **you**;
- (2) The income reasonably expected from rentals of unoccupied or unrented portions of such property; and
- (3) The rental income from the rented portions of such property according to written leases, contracts or agreements in force at the time of loss,

all not to include non-continuing charges and expenses.

b. RENTAL INSURANCE Exclusions: As respects RENTAL INSURANCE, TIME ELEMENT EXCLUSIONS D.1. does not apply and the following applies instead:

**We** do not cover any loss of rental income during any period in which the covered **location** would not have been tenantable for any reason other than a **covered loss**.

#### C. PERIOD OF LIABILITY

1. The PERIOD OF LIABILITY applying to CONTINGENT TIME ELEMENT, *GROSS EARNINGS*, EXTRA EXPENSE and RENTAL INSURANCE is as follows:

a. For building and equipment, the period:

- (1) Starting from the time of physical loss or damage of the type insured; and
- (2) Ending when with due diligence and dispatch the building and equipment could be:
  - (a) Repaired or replaced; and
  - (b) Made ready for operations,under the same or equivalent physical and operating conditions that existed prior to the damage.
- (3) Not to be limited by the expiration of this Policy.

b. For building(s) and equipment covered under COURSE OF CONSTRUCTION:

- (1) The equivalent of the above period of time will be applied to the level of business that would have been reasonably achieved after construction and startup would have been completed had no physical damage happened; and
- (2) Due consideration will be given to the actual experience of the business after completion of the construction and startup.

2. The PERIOD OF LIABILITY for *GROSS EARNINGS* and EXTRA EXPENSE also includes the following:

a. For stock-in-process and mercantile stock, including finished goods not manufactured by **you**, the time required with the exercise of due diligence and dispatch:

- (1) To restore stock in process to the same state of manufacture in which it stood at the inception of the interruption of production or suspension of business operations or services; and
- (2) To replace physically damaged mercantile stock.

b. For raw materials and supplies, the period of time:

- (1) Of actual interruption of production or suspension of operations or services resulting from the inability to get suitable raw materials and supplies to replace similar ones damaged; but
- (2) Limited to that period for which the damaged raw materials and supplies would have supplied operating needs.

c. Impounded Water:

- (1) Used for any manufacturing purpose, including as a raw material or for power;
- (2) Stored behind dams or in reservoirs; and
- (3) On any covered **location**,

that is released as the result of physical damage of the type insured to such dam, reservoir or connected equipment, **our** liability for the actual interruption of production or suspension of operations or services due to inadequate water supply will not extend beyond the number of consecutive days, not to exceed the LIMIT OF LIABILITY specified in the Declarations after the damaged dam, reservoir or connected equipment has been repaired or replaced.

- d. For physically damaged exposed films, records, manuscripts and drawings, the time required to copy from backups or from originals of a previous generation. This time does not include research, engineering or any other time necessary to restore or recreate lost information.
- e. For physically damaged or destroyed property covered under DATA, PROGRAMS OR SOFTWARE, the time to recreate or restore including the time for researching or engineering lost information.

3. The PERIOD OF LIABILITY applying to *GROSS PROFIT* is as follows:

- a. The period starting from the time of physical loss or damage of the type insured and ending not later than the period of time specified in the LIMITS OF LIABILITY Table in the Declarations during which period the results of the business shall be directly affected by such damage, not to be limited by the expiration of this Policy.
- b. For property under construction, the period starting on the date that production, business operation or service would have commenced if physical damage of the type insured had not happened and ending not later than the period of time specified in the LIMITS OF LIABILITY Table in the Declarations, during which period the results of the business shall be directly affected by such damage, not to be limited by the expiration of this Policy.

The *Rate of Gross Profit* and *Standard Sales* will be based on the experience of the business after construction is completed and the probable experience during the PERIOD OF LIABILITY.

4. The PERIOD OF LIABILITY does not include any additional time due to **your** inability to resume operations for any reason, including:

- a. Making changes to equipment;
- b. Making changes to the buildings or structures except as provided in the DEMOLITION AND INCREASED COST OF CONSTRUCTION clause in the PROPERTY DAMAGE section; and
- c. Re-staffing or retraining employees.

If two or more PERIODS OF LIABILITY apply, such periods will not be cumulative.

#### D. TIME ELEMENT EXCLUSIONS

In addition to the exclusions elsewhere in this Policy, the following exclusions apply to TIME ELEMENT loss:

1. Any loss during any idle period, including but not limited to when production, operation, service or delivery or receipt of goods would cease, or would not have taken place or would have been prevented due to:
  - a. Physical loss or damage not insured by this Policy on or off of the covered **location**.
  - b. Planned or rescheduled shutdown.
  - c. Strikes or other work stoppage.
  - d. Any reason other than physical loss or damage insured under this Policy.
2. Any increase in loss due to:
  - a. Suspension, cancellation or lapse of any lease, contract, license or orders.
  - b. Damages for breach of contract or for late or noncompletion of orders.
  - c. Fines or penalties.
  - d. Any other consequential or remote loss.
3. Any loss resulting from physical loss or damage to finished goods manufactured by **you**, or the time required for their reproduction.

#### E. TIME ELEMENT COVERAGES AND LIMITATIONS

TIME ELEMENT COVERAGES are extended to include the following, subject to all Policy terms, conditions and exclusions, and the time, distance and/or dollar amounts specified in the LIMITS OF LIABILITY Table in the Declarations:

##### 1. *ATTRACTION PROPERTY*

- a. **We** cover **your** actual loss sustained and EXTRA EXPENSE resulting from loss or damage of the type insured by this Policy to property of the type insured at an *attraction property* within the number of statute miles specified in the LIMITS OF LIABILITY Table in the Declarations and during the period of time that:
  - (1) Starts at the time such physical loss or damage happens;
  - (2) Ends when the *attraction property* is:
    - (a) Repaired or replaced; and
    - (b) Made ready for operations.
- b. As used in this TIME ELEMENT COVERAGE AND LIMITATION, the term *attraction property* is a property that:
  - (1) Is operated by others; and
  - (2) **You** depend on to attract customers to **your** covered **location**.

## 2. CIVIL OR MILITARY AUTHORITY

- a. **We** cover **your** actual loss sustained and EXTRA EXPENSE during the *period of interruption* if an order of civil or military authority prohibits access to a covered **location** provided such order is caused by physical loss or damage of the type insured by this Policy at a covered **location** or within the number of statute miles specified in the LIMITS OF LIABILITY Table in the Declarations.
- b. This TIME ELEMENT COVERAGE AND LIMITATION does not apply to LEASEHOLD INTEREST.
- c. The *period of interruption* for this TIME ELEMENT COVERAGE AND LIMITATION will be the period of time:
  - (1) Starting at the time of such direct physical loss or damage; and
  - (2) Continuing until the order is lifted, or the time limit specified in the LIMITS OF LIABILITY Table in the Declarations expires, whichever happens first.

This period of time is part of and not in addition to any PERIOD OF LIABILITY applying to any coverage provided in the TIME ELEMENT section.

## 3. COMPUTER SYSTEMS NON PHYSICAL DAMAGE

- a. **We** cover **your** actual loss sustained and EXTRA EXPENSE during the PERIOD OF LIABILITY directly resulting from the failure of **your electronic data processing equipment** or media to operate, provided that such failure is the direct result of a malicious act directed at **you**.
- b. This TIME ELEMENT COVERAGE AND LIMITATION will apply only when the *period of interruption* is in excess of the *qualifying period* specified in the *Qualifying Period* Table in the Declarations.
- c. As used above, the *period of interruption*:
  - (1) Is the period starting when **your electronic data processing equipment** or media fails to operate and ending when with due diligence and dispatch, **your electronic data processing equipment** or media could be restored to the same or equivalent operating condition that existed prior to the failure.
  - (2) Does not include the additional time to make changes to **your electronic data processing equipment** or media.

## 4. CONTINGENT TIME ELEMENT

- a. **We** cover **your** actual loss sustained and EXTRA EXPENSE during the PERIOD OF LIABILITY directly resulting from physical loss or damage of the type insured by this Policy at *Direct Dependent Time Element Location(s)* and *Indirect Dependent Time Element Location(s)* located within the territory of this Policy.
- b. **You** agree to take every reasonable and necessary action to mitigate the loss payable hereunder.
- c. As used in this Policy, *Direct Dependent Time Element Location(s)* are:
  - (1) Any **location(s)** of a direct: customer, supplier, contract manufacturer or contract service provider to **you**; or
  - (2) Any **location(s)** of any company under a royalty, licensing fee or commission agreement with **you**.

*Direct Dependent Time Element Location(s)* does not include **location(s)** that are covered **location(s)** under this Policy or the **location(s)** of any company directly or indirectly supplying to, or receiving from **you**, electricity, fuel, gas, water, steam, refrigeration, sewage, voice, data or video.



d. As used in this Policy, *Indirect Dependent Time Element Location(s)* are:

- (1) Any **location(s)** of any company that is a direct: customer, supplier, contract manufacturer or contract service provider to **your Direct Dependent Time Element Location(s)**.

*Indirect Dependent Time Element Location(s)* does not include **location(s)** that are covered **location(s)** under this Policy or the **location(s)** of any company directly or indirectly supplying to, or receiving from, the *Direct Dependent Time Element Location(s)* or the *Indirect Dependent Time Element Location(s)*, electricity, fuel, gas, water, steam, refrigeration, sewage, voice, data or video.

e. As respects CONTINGENT TIME ELEMENT:

- (1) Exclusion **D.3** in the TIME ELEMENT EXCLUSIONS does not apply.

## 5. CRISIS MANAGEMENT

a. **We** cover **your** actual loss sustained and EXTRA EXPENSE during the PERIOD OF LIABILITY if an order of civil or military authority prohibits access to a covered **location**, but only if such order is a direct result of a violent crime, suicide, attempted suicide or armed robbery at such covered **location**.

b. As respects this TIME ELEMENT COVERAGE AND LIMITATION, coverage applies:

- (1) Only when the PERIOD OF LIABILITY is in excess of the *qualifying period* specified in the *Qualifying Period* Table in the Declarations; and
- (2) For up to the number of consecutive days specified in the LIMITS OF LIABILITY Table in the Declarations, not to exceed the specified LIMIT OF LIABILITY.

The PERIOD OF LIABILITY is the period of time when the time the civil or military authority prohibits access and continuing until the order is lifted, or the time limit specified in the LIMITS OF LIABILITY Table in the Declarations expires, whichever happens first.

## 6. DELAY IN STARTUP

**We** cover **your** actual loss sustained and EXTRA EXPENSE during the PERIOD OF LIABILITY due to the reasonable and necessary delay in startup of business operations resulting directly from physical loss or damage to **covered property** as provided under COURSE OF CONSTRUCTION.

## 7. EXTENDED PERIOD OF LIABILITY

a. We cover the GROSS EARNINGS loss sustained due to the reduction in sales resulting from:

- (1) The interruption of business;
- (2) Commencing with the date on which our liability for loss resulting from interruption of business would terminate if this TIME ELEMENT COVERAGE AND LIMITATION had not been included in this Policy; and
- (3) Continuing for such additional length of time as would be required with the exercise of due diligence and dispatch to restore **your** business to the condition that would have existed had no loss occurred, but no longer than the number of consecutive days specified in the LIMITS OF LIABILITY Table in the Declarations.

b. Coverage under this TIME ELEMENT COVERAGE AND LIMITATION for the reduction in sales due to contract cancellation will include only those sales that would have been earned under the contract during the EXTENDED PERIOD OF LIABILITY described in Item 7.a. above.

- c. As respects this TIME ELEMENT COVERAGE AND LIMITATION, Item **D.2.** in the TIME ELEMENT EXCLUSIONS in this section does not apply and the following applies instead:

This Policy does not insure against any increase in loss due to damages for breach of contract or for late or non-completion of orders, or fines or penalties.

## 8. INGRESS / EGRESS

- a. **We** cover **your** actual loss sustained and EXTRA EXPENSE due to the necessary interruption of **your** business if ingress to or egress from a covered **location** is prevented, whether or not **your** premises or property is damaged, provided that such prevention is a direct result of physical loss or damage of the type insured to property of the type insured.
- b. The *period of interruption* for this TIME ELEMENT COVERAGE AND LIMITATION will be the period of time starting at the time of such direct physical loss or damage, and continuing until ingress or egress is no longer prevented, or for the time limit specified in the LIMITS OF LIABILITY Table in the Declarations, whichever is less.

## 9. OFF PREMISES INTERRUPTION OF SERVICES – TIME ELEMENT

- a. **We** cover **your** actual loss sustained and EXTRA EXPENSE during the period of service interruption at a covered **location** when the loss is caused by:
- (1) The interruption of incoming services consisting of electricity, gas, fuel, steam, water, refrigeration, voice, data, video; or
- (2) The interruption of outgoing sewerage service,
- from physical loss or damage of the type insured, at the facilities of the supplier of such service located within this Policy's territory that immediately prevents in whole or in part the delivery of such usable services.
- b. This TIME ELEMENT COVERAGE AND LIMITATION will apply only when the period of service interruption as described below is in excess of the *qualifying period* specified in the *Qualifying Period* Table in the Declarations.
- c. The period of service interruption is:
- (1) The period starting with the time when an interruption of specified services occurs; and ending when with due diligence and dispatch the service could be wholly restored and the **location** receiving the service could have resumed normal operations following the restoration of service under the same or equivalent physical and operating conditions that existed prior to the interruption of such services;
- (2) Is limited to only those hours during which **you** could have used service(s) if it had been available;
- (3) Does not extend to include the interruption of operations caused by any reason other than interruption of the specified service(s).
- d. Additional General Provisions:
- (1) **You** will immediately notify the suppliers of services of any interruption of any such services.
- (2) **We** will not be liable if the interruption of such services is caused directly or indirectly by **your** failure to comply with the terms and conditions of any contracts **you** have for the supply of such specified services.
- e. **We** do not cover loss or damage caused by or resulting from the use of services provided by or through a satellite.

## 10. ON PREMISES INTERRUPTION OF SERVICES – TIME ELEMENT

- a. **We** cover **your** actual loss sustained and EXTRA EXPENSE during the PERIOD OF LIABILITY directly resulting from direct physical loss or damage of the type insured to the following property located at or within one-thousand (1,000) feet of a covered **location**:

- (1) Electrical equipment and equipment used for the transmission of voice, data or video.
- (2) Electrical, fuel, gas, water, steam, refrigeration, sewerage, voice, data or video transmission systems.

## 11. PROTECTION AND PRESERVATION OF PROPERTY TIME ELEMENT

- a. **We** cover **your** actual loss sustained for a period of time not to exceed forty eight (48) hours prior to and forty eight (48) hours after **you** first took reasonable action for the temporary protection and preservation of property insured by this Policy provided such action is necessary to prevent immediately impending physical loss or damage of the type insured to such **covered property**.
- b. This TIME ELEMENT COVERAGE AND LIMITATION is subject to the deductible provisions that would have applied had the direct physical loss or damage occurred.

## 12. RELATED LOCATIONS

If **you** report values at related **locations** used by **you** (e.g. branch stores, retail outlets and other facilities), but such related **locations** are not listed on the latest Schedule of Covered **Locations** submitted to, accepted by and on file with **us**, and if a TIME ELEMENT loss results at such related **locations** due to **covered loss**, **we** cover such resulting TIME ELEMENT loss in accordance with the terms and conditions of this Policy.

## 13. RESEARCH AND DEVELOPMENT

- a. **We** cover **your** actual loss sustained of fixed charges and **ordinary payroll** directly attributable to the interruption of research and development project(s) that would not have produced income during the PERIOD OF LIABILITY resulting from a **covered loss**.
- b. **We** cover these fixed charges only to the extent they continue after the **covered loss** and only during the PERIOD OF LIABILITY.
- c. To the extent **you** are able to resume operations, **we** cover only that portion of the fixed charges related to that part of the research and development operation that has not yet been restored.

## 14. SOFT COSTS

- a. **We** cover **your** actual loss sustained of *Soft Costs* during the *period of delay* directly resulting from a delay of completion of **covered property** under construction as provided under COURSE OF CONSTRUCTION as provided in the PROPERTY DAMAGE COVERAGES AND LIMITATIONS.
- b. *Soft Costs* are costs over and above those that are normal at a covered **location** undergoing renovation or in the course of construction, limited to the following:
- (1) Construction loan fees – **your** additional cost to rearrange loans necessary for the completion of construction, repairs or reconstruction including: the cost to arrange refinancing, accounting work necessary to restructure financing, legal work necessary to prepare new documents, charges by the lenders for the extension or renewal of loans necessary.

- (2) Commitment fees, leasing and marketing expenses – the cost of returning any commitment fees received from prospective tenant(s) or purchaser(s), the cost of re-leasing and marketing due to loss of tenant(s) or purchaser(s).
- (3) Additional fees for architects, engineers, consultants, attorneys and accountants needed for the completion of construction repairs or reconstruction.
- (4) Property taxes, building permits, additional interest on loans, realty taxes and insurance premiums.

c. *Period of delay* is the period of time between:

- (1) The date on which the construction, alteration, extension or renovation would have been complete in the absence of a **covered loss** to property under construction as provided under COURSE OF CONSTRUCTION as provided in the PROPERTY DAMAGE COVERAGES AND LIMITATIONS; and
- (2) The date on which construction, alteration, extension or renovation is actually complete.

## SECTION IV – DESCRIBED LOSSES

**We** only cover the following DESCRIBED LOSSES as specified in the LIMITS OF LIABILITY Table in the Declarations, subject to the terms, conditions and exclusions of this Policy.

### A. EARTH MOVEMENT

1. **We** cover physical loss or damage to **covered property**, including TIME ELEMENT COVERAGES, TIME ELEMENT COVERAGES AND LIMITATIONS and PROPERTY DAMAGE COVERAGES AND LIMITATIONS as provided by this Policy, from a **covered loss** resulting from *EARTH MOVEMENT*.
2. **You** may elect when the time specified in the **OCCURRENCE** TIME SPECIFICATIONS begins.
3. *EARTH MOVEMENT* is:

Earthquake, landslide, subsidence or sinking, rising or shifting of the earth, avalanche, whether natural or man-made, or volcanic eruption; regardless of any other cause or event contributing concurrently or in any other sequence of loss.

However, physical loss or damage from fire, explosion, sprinkler leakage or *FLOOD* caused by *EARTH MOVEMENT* will not be considered to be loss by *EARTH MOVEMENT* within the terms and conditions of this Policy.

### B. EARTH MOVEMENT SPRINKLER LEAKAGE

1. **We** cover physical loss or damage to **covered property**, including TIME ELEMENT COVERAGES, TIME ELEMENT COVERAGES AND LIMITATIONS and PROPERTY DAMAGE COVERAGES AND LIMITATIONS as provided by this Policy, resulting from sprinkler leakage caused by *EARTH MOVEMENT*.

### C. EQUIPMENT BREAKDOWN

1. **We** cover physical loss or damage to **covered property**, including TIME ELEMENT COVERAGES, TIME ELEMENT COVERAGES AND LIMITATIONS and PROPERTY DAMAGE COVERAGES AND LIMITATIONS, as provided by this Policy if such loss or damage is caused by an *accident* to *covered equipment*.

The coverage provided in this DESCRIBED LOSS is limited to loss or damage caused by an *accident* to *covered equipment*. **We** will not pay for physical loss or damage from any other cause under this DESCRIBED LOSS.

The following coverages apply solely to Equipment Breakdown:

#### a. Spoilage Damage

**We** cover physical loss or damage caused by change in temperature or humidity or by the interruption of power, heat, air-conditioning, or refrigeration as the result of an *accident* to *covered equipment*.

#### b. Ammonia Contamination

**We** cover physical loss or damage to **covered property** contaminated by ammonia, including any salvage expense as a direct result of an *accident* to *covered equipment*. No coverage for Ammonia **Contamination** is available under DECONTAMINATION COSTS with respects to an *accident* to *covered equipment*.

#### 2. Conditions

##### a. Suspension

If coverage for Equipment Breakdown is provided by this Policy, and **we** discover a dangerous condition relating to an object, **we** may immediately suspend the insurance provided by this coverage for that *covered equipment* by written notice mailed or delivered to **you** either at **your** address or at the **location** of any object. Suspended insurance may be reinstated by **us**, but only by an endorsement issued as part of this Policy. **You** will be credited for the unearned portion of the premium paid for the suspended insurance, pro rata, for the period of suspension.

### 3. Valuation

If *covered equipment* requires replacement due to an *accident*, **we** cover **your** additional cost to replace with equipment that is better for the environment, safer or more efficient than the equipment being replaced.

- a. However, **we** do not cover more than 150% of what the cost would have been to repair or replace *covered equipment* with like kind and quality.
- b. This does not apply to any property subject to valuation based on **actual cash value**, nor does this provision increase any other applicable LIMIT OF LIABILITY.
- c. The PERIOD OF LIABILITY will not be increased by any of the above.

### 4. Definitions

- a. *Accident*: Physical loss or damage to *covered equipment* that necessitates its repair or replacement due to:

- (1) Failure of pressure or vacuum equipment;
- (2) Mechanical breakdown including rupture or bursting caused by centrifugal force;
- (3) Artificially generated electrical current, including electrical arcing that damages electrical devices, appliances or wires; or
- (4) Explosion of:
  - (a) Steam boiler
  - (b) Electric steam generator
  - (c) Steam piping
  - (d) Steam turbine
  - (e) Moving or rotating machinery when such explosion is caused by centrifugal force,

unless such loss or damage is otherwise excluded within this Policy.

*Accident* does not include:

- (5) Fire, including water or other means used to extinguish the fire;
- (6) Malfunction, misalignment, miscalibration, tripping off line, or any condition which can be corrected by resetting, tightening, adjusting or cleaning or by the performance of maintenance;
- (7) Combustion explosion;
- (8) Discharge of molten material from equipment including the heat from such discharged materials;
- (9) Lightning;

- (10) Depletion, deterioration, rust, corrosion, erosion, settling, or wear or tear or any other gradually developing condition;
- (11) Defects, erasures, error limitations or viruses in computer equipment and programs including the inability to recognize and process any date or time or provide instructions to *covered equipment*;
- (12) Leakage at any valve, fitting, shaft seal, gland packing, joint or connection;
- (13) Damage to any structure or foundation supporting the *covered equipment* or any of its parts;
- (14) Any loss or damage caused by or resulting from any type of electrical insulation breakdown test;
- (15) Any loss or damage caused by or resulting from any type of hydrostatic, pneumatic or gas pressure test;
- (16) The functioning of any safety or protective device; or
- (17) The cracking of any part on an internal combustion turbine exposed to the products of combustion.

**b. *Covered equipment*:**

- (1) Equipment that generates, transmits, controls or utilizes energy; including electronic communications and data processing equipment; and
- (2) Equipment which, during normal usage, operates under vacuum or pressure, other than weight of contents.

*Covered equipment* does not mean or include:

- (3) **Electronic data**;
- (4) Part of pressure or vacuum equipment that is not under internal pressure of its contents or internal vacuum;
- (5) Insulating or refractory material;
- (6) Nonmetallic pressure or vacuum equipment, unless it is constructed and used in accordance with the American Society of Mechanical Engineers (A.S.M.E.) code or other appropriate and approved code;
- (7) Catalyst;
- (8) Buried vessels or piping; waste, drainage or sewer piping; piping, valves or fittings forming part of a sprinkler or fire suppression system; water piping that is not part of a closed loop used to conduct heat or cooling from a boiler or a refrigeration or air conditioning system;
- (9) Structure, foundation, cabinet or compartment supporting or containing the *covered equipment* or part of the *covered equipment* including penstock, draft tube or well casing;
- (10) Vehicle or any *covered equipment* that is mounted on or used solely with a vehicle;
- (11) Dragline, excavation or construction equipment including any *covered equipment* that is mounted on or used solely with any one or more dragline(s), excavation or construction equipment;

(12) Felt, wire, screen, die, extrusion plate, swing hammer, grinding disc, cutting blade, nonelectrical cable, chain, belt, rope, clutch plate, brake pad, nonmetal part or tool subject to periodic replacement;

(13) Cyclotron used for other than medical purposes, satellite or spacecraft including any *covered equipment* mounted on or used solely with any satellite or spacecraft;

(14) Equipment manufactured by **you** for sale.

c. *Production machinery* is any machine or apparatus that processes, forms, cuts, shapes, grinds, or conveys raw materials, materials in process or finished products including any *covered equipment* that is mounted on or used solely with any one or more production machines or apparatus.

#### D. FLOOD

1. **We** cover physical loss or damage to **covered property**, including TIME ELEMENT COVERAGES, TIME ELEMENT COVERAGES AND LIMITATIONS and PROPERTY DAMAGE COVERAGES AND LIMITATIONS as provided by this Policy, from a **covered loss** resulting from *FLOOD*.

2. *FLOOD* is:

- a. Surface waters; rising waters; storm surge, wave wash; waves; tsunamis; tide or tidal water; the release of water, the rising, overflowing or breaking of boundaries of natural or man-made bodies of water; or the spray therefrom; all whether driven by wind or not;
- b. Sewer back-up resulting from any of the foregoing; or
- c. Mudslide or mudflow caused by or resulting from surface water, runoff or accumulation of water on or under the ground;

regardless of any other cause or event, whether natural or man-made, contributing concurrently or in any other sequence of loss.

**Covered loss** from *FLOOD* associated with a storm or weather disturbance whether or not identified by name by any meteorological authority is considered to be *FLOOD* within the terms of this Policy. However, physical loss or damage from fire, explosion or sprinkler leakage caused by *FLOOD* will not be considered to be loss by *FLOOD* within the terms and conditions of this Policy.

#### E. NAMED STORM

1. **We** cover physical loss or damage to **covered property**, including TIME ELEMENT COVERAGES, TIME ELEMENT COVERAGES AND LIMITATIONS and PROPERTY DAMAGE COVERAGES AND LIMITATIONS as provided by this Policy, from a **covered loss** resulting from a *NAMED STORM*. However, physical loss or damage caused by fire, explosion, sprinkler leakage or *FLOOD* will not be considered loss by *NAMED STORM* within the terms and conditions of this Policy.

2. **You** may elect when the time specified in the **OCCURRENCE** TIME SPECIFICATIONS begins.

*NAMED STORM* is any storm or weather disturbance that is named by the U. S. National Oceanic and Atmospheric Administration (NOAA) or the U. S. National Weather Service or the National Hurricane Center or any authorized meteorological authority in the country where the storm or weather disturbance happened.



## SECTION V - GENERAL POLICY CONDITIONS

### A. ASSIGNMENT

**Your** assignment of this Policy will not be valid except with **our** written consent.

### B. CANCELLATION

1. **You** may cancel this Policy by mailing or delivering to **us** advance written notice of cancellation.
2. **We** may cancel this Policy by mailing or delivering to **you** written notice of cancellation at least:
  - a. ten (10) days before the effective date of cancellation if **we** cancel for nonpayment of premium; or
  - b. thirty (30) days or the number of days specified in the CANCELLATION TIME SPECIFICATIONS, whichever is greater, before the effective date of cancellation if **we** cancel for any other reason.
3. **We** will mail or deliver **our** written notice of cancellation to **your** last mailing address known to **us**.
4. **Our** written notice of cancellation will state the effective date of cancellation and the Policy period will end on that date.
5. If this Policy is cancelled, **we** will send **you** any premium refund due. If **we** cancel, the refund will be pro rata. If **you** cancel, the refund may be less than pro rata. The cancellation will be effective even if **we** have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

### C. CONCEALMENT, MISREPRESENTATION OR FRAUD

This entire Policy is void, if with the actual intent to deceive

1. **You**;
2. **Your** representatives; or
3. Any insured;

commit fraud or conceal or misrepresent a fact or circumstance concerning:

- a. This Policy;
- b. The **covered property**;
- c. **Your** interest in the **covered property**; or
- d. A claim under this Policy.

### D. CONFORMITY TO STATUTES

Any provisions required by law to be included in policies issued by **us** shall be deemed to have been included in this Policy.

If the provisions of this Policy conflict with the laws of any jurisdictions in which this Policy applies, and if certain provisions are required by law to be stated in this Policy, this Policy shall be read so as to eliminate such conflict or deemed to include such provisions for covered **locations** within such jurisdictions.

## E. INSPECTION

1. During the period of this Policy, **we** will be permitted, but not obligated, to inspect the **covered property**. **Our** right to inspect, the performance of or failure to inspect, and any report arising out of an inspection will not constitute an undertaking or imply that the property is safe, healthful, or in compliance with laws, regulations, codes or standards.
2. This condition does not apply to any inspections, surveys, reports or recommendations **we** may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

**We** will have no liability to **you** or others because of any inspection or failure to inspect, or on account of anyone's use or reliance upon any report or other information generated during the course of, or as a result of any inspection.

## F. LENDERS LOSS PAYEE AND MORTGAGEE INTERESTS AND OBLIGATIONS

1. When specified in the Policy or in Certificates of Insurance on file with **us**, **we** cover loss to specified property insured under this Policy to each specified Lender Loss Payee (hereinafter referred to as Lender) as its interest may appear, and to each specified Mortgagee as its interest may appear.
2. The interest of the Lender or Mortgagee (as the case may be) in property insured under this Policy will not be invalidated by:
  - a. Any act or neglect of the debtor, mortgagor, or owner (as the case may be) of the property.
  - b. Foreclosure, notice of sale, or similar proceedings with respect to the property, but only to the extent of a deficiency as provided by state law.
  - c. Change in the title or ownership of the property.
  - d. Change to a more hazardous occupancy.

The Lender or Mortgagee will notify **us** of any known change in ownership, occupancy, or hazard and, within ten (10) days of **our** written request, may pay the increased premium associated with such known change. If the Lender or Mortgagee fails to pay the increased premium, all coverage under this Policy will cease.

3. If this Policy is cancelled at **your** request or by the request of **your** agent, the coverage for the interest of the Lender or Mortgagee will terminate ten (10) days after **we** send to the Lender or Mortgagee written notice of cancellation, unless:
  - a. Sooner terminated by authorization, consent, approval, acceptance, or ratification of **your** action by the Lender or Mortgagee, or its agent.
  - b. This Policy is replaced by **you**, with a Policy providing coverage for the interest of the Lender or Mortgagee, in which event coverage under this Policy with respect to such interest will terminate as of the effective date of the replacement Policy, notwithstanding any other provision of this Policy.
4. **We** may cancel this Policy and/or the interest of the Lender or Mortgagee under this Policy, by giving the Lender or Mortgagee written notice thirty (30) days or the number of days specified in the CANCELLATION TIME SPECIFICATIONS, whichever is greater, prior to the effective date of cancellation, if cancellation is for any reason other than non-payment. If the debtor, mortgagor, or owner has failed to pay any premium due under this Policy, **we** may cancel this Policy for such non-payment, but will give the Lender or Mortgagee written notice ten (10) days prior to the effective date of cancellation. If the Lender or Mortgagee fails to pay the premium due by the specified cancellation date, all coverage under this Policy will cease.

5. If **we** pay the Lender or Mortgagee for any loss, and deny payment to the debtor, mortgagor or owner, **we** will, to the extent of the payment made to the Lender or Mortgagee be subrogated to the rights of the Lender or Mortgagee under all securities held as collateral to the debt or mortgage. No subrogation will impair the right of the Lender or Mortgagee to sue or recover the full amount of its claim. At **our** option, **we** may pay to the Lender or Mortgagee the whole principal due on the debt or mortgage plus any accrued interest. In this event, all rights and securities will be assigned and transferred from the Lender or Mortgagee to **us**, and the remaining debt or mortgage will be paid to **us**.
6. If **you** fail to render proof of loss, the Lender or Mortgagee, upon notice of **your** failure to do so, will render proof of loss within sixty (60) days of notice and will be subject to the provisions of this Policy relating to APPRAISAL, COMPANY OPTION, and SUIT AGAINST THE COMPANY.
7. In the event of a claim, upon request by **us**, the Lender or Mortgagee will cooperate in any claim investigation.
8. In no event will the amount payable to a Lender or Mortgagee exceed the amount which would otherwise have been payable to **you**.

#### G. LIBERALIZATION

If during the period that insurance is in force under this Policy, any filed rules or regulations affecting the same are revised by statute in any State or jurisdiction within the United States of America so as to broaden the insurance without additional premium charge, such extended or broadened insurance will inure to **your** benefit within such jurisdiction, effective the date of the change specified in such statute.

#### H. NO REDUCTION BY LOSS

Except for those coverages written with an **annual aggregate** LIMIT OF LIABILITY, **we** cover a **covered loss** without reducing any other applicable LIMIT OF LIABILITY. The reinstatement of any exhausted **annual aggregate** is not permitted unless authorized by **us** in writing.

#### I. NONRENEWAL

1. If **we** decide not to renew this Policy, **we** will mail or deliver a written notice of nonrenewal to **you** at least sixty (60) days before the expiration date of this Policy. Notice will be sent to **your** last mailing address known to **us**. **We** will state the reason for nonrenewal.
2. Proof of mailing will be sufficient evidence of notice.

#### J. OTHER INSURANCE

1. **We** will not be liable if, at the time of loss or damage, there is any other insurance that would apply in the absence of this Policy; except that this Policy will apply only as excess or DIFFERENCE IN CONDITIONS / DIFFERENCE IN LIMITS and in no event as contributing insurance, and then only after all other insurance has been exhausted, notwithstanding paragraph 5. below.
2. **We** will not be liable if, at the time of loss or damage, there is any insurance with the National Flood Insurance Program (NFIP), except that this Policy shall apply only as excess and in no event as contributing insurance, and then only after all NFIP insurance has been exhausted.
3. **We** will not be liable if, at the time of loss or damage, there is any insurance for the construction of new buildings and additions under a specific policy for the construction of such new buildings and additions, except that this Policy shall apply only as excess and in no event as contributing insurance, and then only after all specific insurance has been exhausted.
4. **We** will not be liable if, at the time of loss or damage, there is any insurance for stock under a specific policy for such stock, except that this Policy shall apply only as excess and in no event as contributing insurance, and then only after all specific insurance has been exhausted.

5. If this Policy is deemed by law to contribute to a loss with other insurance, **we** will pay only **our** proportionate share of the loss, up to the applicable LIMIT OF LIABILITY. **Our** share will be the proportion that the applicable LIMIT OF LIABILITY of this Policy bears to the total applicable LIMITS OF LIABILITY available from all insurance.
6. **You** are permitted to have other insurance over any LIMITS OF LIABILITY specified in this Policy.
7. The existence of such insurance will not reduce any LIMIT OF LIABILITY in this Policy.
8. To the extent this Policy replaces another Policy, coverage under this Policy shall not become effective until such other Policy has terminated.
9. **You** are permitted to have other insurance for all, or any part, of any deductible in this Policy. The existence of such other insurance will not prejudice recovery under this Policy. If the limits of liability of such other insurance are greater than this Policy's applicable deductible, this Policy's insurance will apply only as excess and only after such other insurance has been exhausted.

#### K. PAIR, SET OR PARTS

In the event of a **covered loss** to an article that is part of a pair or set, **our** payment for that loss will be:

1. The cost to repair or replace any part to restore the pair or set to its value before the loss; or
2. The difference between the value of the pair or set before and after the loss.

In no event will the loss of part of a pair or set be regarded as a total loss of the pair or set.

#### L. POLICY MODIFICATION

This Policy contains all of the agreements between **you** and **us** concerning this insurance. **You** and **we** may request changes to this Policy. Only endorsements issued by **us** and made a part of this Policy can change this Policy.

Notice to any agent or knowledge possessed by any agent or by any other person will not create a waiver or change any part of this Policy or prevent **us** from asserting any rights under the Policy.

#### M. TITLES

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

#### N. TRANSFER OF RIGHTS AND DUTIES

**Your** rights and duties under this Policy may not be transferred without **us** giving written consent.

#### O. VACANCY

1. If any of **your real property** is vacant at the inception of this Policy, or becomes vacant, and remains vacant for more than sixty (60) consecutive days, during the Policy period, **you** must:
  - a. Notify **us** in writing of the vacancy prior to loss or damage; and
  - b. Maintain in complete working order the protective safeguards present prior to the vacancy. Protective safeguards include:
    - (1) Automatic sprinkler systems;

- (2) Fire alarm systems;
  - (3) Guard or watchman services;
  - (4) Burglary systems; and
  - (5) Monitoring systems.
- 2. If the above requirements are not met, then in addition to the other terms, conditions, limitations and exclusions in this Policy, **we** will:
  - a. Not pay for any loss or damage caused by or resulting from any of the following:
    - (1) Breakage of building glass;
    - (2) Mold, mildew or fungus;
    - (3) Sprinkler leakage, unless the system has been protected against freezing;
    - (4) Theft or attempted theft;
    - (5) Vandalism;
    - (6) Malicious mischief; or
    - (7) Water damage.
  - b. Not pay under DEMOLITION AND INCREASED COST OF CONSTRUCTION;
  - c. Value the loss or damage for the vacant **real property** (including any loss or damage to **personal property**) at the time of loss at the lesser of:
    - (1) The **actual cash value**;
    - (2) The actual cost to repair; or
    - (3) The selling price, less all saved expenses, if it was being offered or listed for sale at the time of loss.
- 3. **Real property** is considered vacant when it does not contain sufficient property and personnel to conduct **your** customary business operations.
- 4. **Real property** is not considered vacant during its ongoing construction or renovation.

#### P. VALUATION

- 1. Adjustment of the physical loss or damage amount under this Policy will be computed as of the date of loss or damage at the place of the loss or damage. Unless stated otherwise in a PROPERTY DAMAGE COVERAGE AND LIMITATION, adjustment of physical loss or damage to **covered property** will be subject to the following:
  - a. On stock in process, the value of raw materials and labor expended plus the proper proportion of overhead charges.
  - b. On finished goods manufactured by **you**, the regular cash selling price, less all discounts and charges to which the finished goods would have been subject had no physical loss or damage happened.
  - c. On raw materials, supplies or merchandise not manufactured by **you**:
    - (1) If repaired or replaced, **your** actual expenditure in repairing or replacing the damaged or destroyed property; or
    - (2) If not repaired or replaced, the **actual cash value**.
  - d. On exposed films, records, manuscripts and drawings that are not **valuable papers and records**, the value blank plus the cost of copying information from back-up or from originals of a previous generation. These costs will not include research, engineering or any costs of restoring or recreating lost information.

e. On property that is:

- (1) Damaged by fire that directly results from **terrorism** or nuclear reaction; and
- (2) Is located in a jurisdiction that has a statute that expressly prohibits the exclusion of fire losses resulting from **terrorism** or nuclear reaction,

the **actual cash value** of the fire damage. Any remaining fire damage not attributable to **terrorism** or nuclear reaction shall be adjusted according to the terms and conditions of the Valuation clause(s) in this section of the Policy.

f. On computer equipment of others which **you** are required to insure for direct physical loss or damage while being installed, maintained or repaired, the cost to replace with new if so specified in the contract between **you** and **your** customer.

g. On Data, Programs and Software, the actual cost incurred to repair, replace or restore data, programs or software including the costs to recreate and research.

h. On **Fine Arts**, the loss amount will not exceed the lesser of the following:

- (1) The cost to repair or restore such property to the physical condition that existed on the date of loss;
- (2) The cost to replace; or
- (3) The stated value on file with **us**.

i. On all other property, the lesser of the following:

- (1) The cost to repair.
- (2) The cost to rebuild or replace on the same site with new materials of like size, kind and quality.
- (3) The cost in rebuilding, repairing or replacing on the same or another site, but not to exceed the size and operating capacity that existed on the date of loss.
- (4) The selling price of **real property** or machinery and equipment, other than stock, offered for sale on the date of loss.
- (5) The cost to replace unrepairable electrical or mechanical equipment, including computer equipment, with equipment that is the most functionally equivalent to that damaged or destroyed, even if such equipment has technological advantages and/or represents an improvement in function and/or forms part of a program of system enhancement.
- (6) The increased cost of demolition, if any, directly resulting from insured loss, if such property is scheduled for demolition.
- (7) The unamortized value of improvements and betterments, if such property is not repaired or replaced at **your** expense.
- (8) The **actual cash value** if such property is:
  - (a) Useless to **you**; or
  - (b) Not repaired, replaced or rebuilt on the same or another site within two (2) years from the date of loss, unless such time is extended by **us**.

2. **You** may elect not to repair or replace the **covered property** lost, damaged or destroyed. Loss settlement may be elected on the lesser of repair or replacement cost basis if the proceeds of such loss settlement are

expended on other capital expenditures related to **your** operations within two (2) years from the date of loss. As a condition of collecting under this provision, such expenditure must be unplanned as of the date of loss and be made at a covered **location** under this Policy. This provision does not extend to DEMOLITION AND INCREASED COST OF CONSTRUCTION or to property scheduled for demolition at the time of loss.

3. **We** will not pay more than **your** financial interest in the **covered property**.

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## SECTION VI – LOSS CONDITIONS

### A. ABANDONMENT OF PROPERTY

**You** may not abandon property to **us**.

### B. APPRAISAL

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

### C. COLLECTION FROM OTHERS

**We** will reduce any payment to **you** for a **covered loss** to the extent **you** have collected for that loss from others.

### D. COMPANY OPTION

1. In the event of **covered loss**, **we** may, at **our** option, either:
  - a. Pay the value of **covered property** lost, damaged or destroyed as set forth in VALUATION above;
  - b. Pay the cost of repairing or replacing the **covered property** lost, damaged or destroyed;
  - c. Take all or any part of the **covered property** at any agreed valuation; or
  - d. Repair, rebuild or replace the **covered property** with other property of like kind and quality.
2. **We** will give notice of **our** intentions within thirty (30) days after receiving the sworn statement of loss or as required by law.

### E. DUTIES AFTER A LOSS

In case of loss **you** will:

1. Give **us** immediate written notice of the loss;
2. Give notice of such loss to the proper authorities if the loss may be due to a violation of the law;
3. As soon as possible, give **us** a description of the property involved and how, when and where the loss happened;
4. Take all reasonable steps to protect the **covered property** from further damage;



5. Promptly separate the damaged property from the undamaged property, and keep it in the best possible order for examination;
6. Furnish a complete inventory of the lost, damaged and destroyed property, showing in detail the quantity, and amount of loss claimed under the valuation provision of the Policy;
7. Keep an accurate record of all repair costs;
8. Keep all bills, receipts and related documents that establish the amount of loss;
9. As often as may reasonably be required:
  - a. Permit **us** to inspect the damaged property and take samples for inspection, testing and analysis.
  - b. Produce for inspection and copying, all of **your** books of account, business records, bills and invoices.
  - c. Permit **us** to question, under oath, **you** and any of **your** agents, employees, or representatives involved in the purchase of this insurance or the preparation of **your** claim, including any public adjusters and any of their agents, employees or representatives, and verify **your** answers with a signed acknowledgment.
10. Submit to **us**, within ninety (90) days from the date of loss, unless **we** extend the time in writing, a signed, sworn Proof of Loss that states to the best of **your** knowledge and belief:

The time and cause of the loss;

- a. **Your** interest and the interest of all others in the property involved;
- b. Any other policies of insurance that may provide coverage for the loss;
- c. Any changes in title or occupancy of the property during the Policy period; and
- d. The amount of **your** claimed loss.

**You** shall also submit with the Proof of Loss:

- (1) A complete inventory of the lost, damaged and destroyed property, showing in detail the quantity, and amount of loss claimed as specified in the valuation provision of the Policy;
- (2) An accurate record(s) of all repair costs and all bills, receipts and related documents that establish the amount of the loss;
- (3) Specifications for any damaged building; and
- (4) Detailed estimates and invoices for the repair of any damage.

11. Cooperate with **us** in the investigation and adjustment of the loss.

#### F. LOSS ADJUSTMENT / PAYABLE

Loss will be adjusted with the First Named Insured. **We** may, at **our** option, adjust the loss to property of others directly with the owner of the property. Such loss will be payable to the First Named Insured or as may be directed by the First Named Insured.

Additional insured interests will also be included in loss payment as their interests may appear when named as additional named insured, lender, mortgagee and/or loss payee either on a Certificate of Insurance or other evidence of insurance on file with **us**. When named on a Certificate of Insurance or other evidence of

insurance, such additional interests are automatically added to this Policy as their interests may appear as of the effective date shown on the Certificate of Insurance or other evidence of insurance. The Certificate of Insurance or other evidence of insurance will not amend, extend or alter the terms, conditions, provisions and limits of this Policy.

#### G. PAYMENT OF LOSS

**We** will pay the insured loss within thirty (30) days after **we** receive and accept the signed, sworn Proof of Loss, if:

1. **You** have complied with all the terms of this Policy;
2. **We** have reached agreement with **you** on the amount of the loss, or
3. Within thirty (30) days of when an appraisal award is made as provided for in LOSS CONDITIONS B. APPRAISAL.

#### H. SUBROGATION

1. If **we** make payment for a loss, **you** will assign to **us** all **your** rights of recovery against any party for that loss. **We** will not acquire any rights of recovery **you** have waived prior to the loss. **You** agree to cooperate and not to waive, prejudice, settle or compromise any claim against any party after the loss.
2. **You** will be paid any recovery, in the proportion that **your** deductible and any provable uninsured loss bears to the total loss less **your** proportion of fees and expenses.

#### I. SUIT AGAINST THE COMPANY

No suit or other legal proceeding shall be brought against **us** unless there has been full compliance with all the Policy terms and conditions. Any suit against **us** must be brought within two (2) years next after the inception of the loss.

## SECTION VII – DEFINITIONS

1. **Actual cash value:** The amount it would cost to repair or replace **covered property**, on the date of loss, with material of like kind and quality, with proper deduction for physical depreciation and obsolescence, but in no event more than the fair market value.
2. **Annual aggregate:** The maximum amount of loss or damage payable in any one (1) Policy year regardless of the number of **occurrences** within the same Policy year.
3. **Contaminant:** Any foreign substance, impurity, pollutant, hazardous material, poison, toxin, pathogen or pathogenic organism, bacteria, virus, disease causing or illness causing agent, fungus, mold or mildew.
4. **Contamination:** Any condition of property that results from a **contaminant**.
5. **Covered loss:** A loss to **covered property** caused by direct physical loss or damage insured by this Policy.
6. **Covered property:** Property insured by this Policy.
7. **Electronic Data:** Information (including computer programs) stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, drives, **electronic data processing equipment** or any storage medium.
8. **Electronic data processing equipment:** Any computer, computer system or component, hardware, network, microprocessor, microchip, integrated circuit or similar devices or components in computer or non-computer equipment, operating systems, data, programs or other software stored on electronic, electro-mechanical, electro-magnetic data processing or production equipment, whether **your** property or not.
9. **Fine Arts:** Property of rarity, historical value, antiquity or artistic merit, including paintings; etchings; pictures (including their negatives); tapestries; statuary; marbles; bronzes; antique jewelry; antique furniture; antique silver; rare books; porcelains; rare or art glassware; art glass windows; valuable rugs; bric-a-brac and porcelains
10. **Land improvements:** Landscape gardening, car parks, parking lots, pavement, roadways, sidewalks, walkways, railways or transformer enclosures; but does not include fill beneath such property, including buildings, structures or additions.
11. **Location(s):**
  - a. As specified in Appendix A – Schedule of Covered **Location(s)**;
  - b. Listed on a SCHEDULE on file with **us**; or
  - c. If not so specified in Appendix A – Schedule of Covered **Location(s)** or listed on a SCHEDULE on file with **us**, a building, yard, dock, wharf, pier or bulkhead (or any group of the foregoing) bounded on all sides by public streets, clear land space or open waterways, each not less than fifty (50) feet wide. Any bridge or tunnel crossing such street, space or waterway will render such separation inoperative for the purpose of this definition.
12. **Miscellaneous Unnamed Location:** A **location** owned, leased or rented by **you**, but not listed in a Schedule of **locations** on file with **us** or attached to this Policy.

**Miscellaneous Unnamed Location** does not include:

- a. Newly Acquired **Locations**; or
  - b. A **location** for which coverage is found elsewhere in this Policy including ERRORS AND OMISSIONS.
13. **Occurrence:** All loss or damage attributable directly or indirectly to one (1) cause or series of similar

causes. All such loss or damage will be added together and the total loss or damage will be treated as one (1) **occurrence**.

Unless otherwise amended by an endorsement attached to this Policy:

- a. All loss or damage resulting from a continuous *FLOOD* event, irrespective of the amount of time or area over which such loss or damage occurs, will be considered a single **occurrence**.
- b. All loss or damage from *EARTH MOVEMENT* or *NAMED STORM* within the time specified in the **OCURRENCE** TIME SPECIFICATIONS will be considered a single **occurrence**.

**14. Ordinary payroll:** Payroll expenses for all of **your** employees except officers, executives, department managers, employees under contract, and other important professional employees. Payroll expenses include the payroll, employee benefits (if directly related to payroll), FICA payments, Union dues and Workers' Compensation premiums **you** pay.

**15. Personal Property:** **Your** tangible things, other than **real property** owned by **you** and used in **your** business, including:

- a. Furniture, fixtures, machinery, **electronic data processing equipment** and stock;
- b. Materials, supplies, machinery, equipment and fixtures, including those that are *personal property of others*, which are intended by **you** for use in construction of new additions and buildings at an existing covered **location**, that **you** begin to construct during the Policy period and intend to own or occupy once constructed, while located on the construction site awaiting use in construction.
- c. Property, other than **real property**, **you** lease for use in **your** business that **you** have a responsibility to insure;
- d. **Your** interest in improvements and betterments **you** have made in buildings **you** do not own;
- e. **Your valuable papers and records.**

**16. Real Property:** Building(s) and any other structure, including:

- a. New buildings and additions under construction, in which **you** have an insurable interest;
- b. Completed additions, extensions or permanent fixtures;
- c. Machinery and equipment used to service the buildings;
- d. Yard Fixtures.

**17. Terrorism:** Activities against persons, organizations or property of any nature:

- a. That involve the following or preparation for the following:
  - (1) Use or threat of force or violence; or
  - (2) Commission or threat of a dangerous act; or
  - (3) Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and
- b. When one or both of the following applies:
  - (1) The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or

(2) It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

**18. Valuable papers and records:** Written or printed documents or records including books, maps, negatives, drawings, abstracts, deeds, mortgages and manuscripts.

**19. We, us and our(s):** The company issuing this Policy, as shown on the Declarations.

**20. You and your(s):** The First Named Insured shown on the Declarations.

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## APPENDIX A - SCHEDULE OF COVERED LOCATIONS

Per schedule on file with us

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## APPENDIX B - NEW MADRID EARTH MOVEMENT ZONES

STATE	ZONE	COUNTIES / PARISHES / INDEPENDENT CITIES
ARKANSAS	1	Clay, Craighead, Crittenden, Cross, Green, Independence, Jackson, Lawrence, Lee, Mississippi, Monroe, Phillips, Poinsett, Randolph, St. Francis, White, Woodruff
ARKANSAS	2	Arkansas, Fulton, Izard, Lonoke, Prairie, Sharp,
ILLINOIS	1	Alexander, Franklin, Gallatin, Hamilton, Hardin, Jackson, Jefferson, Johnson, Massac, Perry, Pope, Pulaski, Randolph, Saline, Union, Washington, Williamson
ILLINOIS	2	Bond, Clay, Clinton, Crawford, Edwards, Effingham, Fayette, Jasper, Lawrence, Madison, Marion, Monroe, Richland, Saint Clair, Wabash, Wayne, White
INDIANA	2	Gibson, Knox, Pike, Posey, Spencer, Vanderburgh, Warrick
KENTUCKY	1	Ballard, Calloway, Carlisle, Crittenden, Fulton, Graves, Hickman, Livingston, Lyon, Marshall, McCracken,
KENTUCKY	2	Caldwell, Christian, Daviess, Henderson, Hopkins, McLean, Muhlenberg, Todd, Trigg, Union, Webster
MISSISSIPPI	1	DeSoto, Marshall, Tate, Tunica
MISSISSIPPI	2	Alcorn, Benton, Coahoma, Lafayette, Panola, Quitman, Tippah
MISSOURI	1	Bollinger, Butler, Cape Girardeau, Carter, Dunklin, Madison, Mississippi, New Madrid, Pemiscott, Perry, Ripley, Scott, Stoddard, Wayne
MISSOURI	2	Independent City of St. Louis, Iron, Jefferson, Oregon, Reynolds, Shannon, St. Francois, St. Louis, Ste. Genevieve, Washington
TENNESSEE	1	Benton, Carroll, Chester, Crockett, Dyer, Fayette, Gibson, Hardeman, Haywood, Henderson, Henry, Lake, Lauderdale, Madison, Obion, Shelby, Tipton, Weakley
TENNESSEE	2	Decatur, Hardin, Houston, Humphreys, McNairy, Montgomery, Perry, Stewart,

## APPENDIX C - PACIFIC NORTHWEST *EARTH MOVEMENT* ZONE

REGION / STATE	COUNTIES / COORDINATES
CANADA: BRITISH COLUMBIA and VANCOUVER ISLAND	South of 50° N latitude and west of 120° W longitude
OREGON	Benton, Clackamas, Clatsop, Columbia, Coos, Curry, Douglas, Hood River, Jackson, Josephine, Klamath, Lane, Lincoln, Linn, Marion, Multnomah, Polk, Tillamook, Washington, Yamhill
WASHINGTON	Chelan, Clallam, Clark, Cowlitz, Grays Harbor, Island, Jefferson, King, Kitsap, Kittitas, Lewis, Mason, Pacific, Pierce, San Juan, Skagit, Skamania, Snohomish, Thurston, Wahkiakum, Whatcom



## APPENDIX D - NAMED STORM TIERS FOR USA INCLUDING ITS COMMONWEALTHS AND TERRITORIES

### SOUTHERN TIER ONE: NORTH CAROLINA TO TEXAS

STATE	COUNTIES / PARISHES / INDEPENDENT CITIES
Alabama	Baldwin, Mobile
Florida	Entire State
Georgia	Brantly, Bryan, Camden, Chatham, Charlton, Effingham, Glynn, Liberty, Long, McIntosh, Pierce, Wayne
Louisiana	Acadia, Ascension, Assumption, Calcasieu, Cameron, East Baton Rouge, East Feliciana, Iberia, Iberville, Jefferson, Jefferson Davis, Lafayette, Lafourche, Livingston, Orleans, Plaquemines, Pointe Coupee, St. Bernard, St. Charles, St. James, St. John the Baptist, St. Martin, St. Mary, St. Tammany, Tangipahoa, Terrebonne, Vermilion, Washington, West Baton Rouge
Mississippi	George, Hancock, Harrison, Jackson, Pearl River, Stone
North Carolina	Beaufort, Bertie, Bladen, Brunswick, Camden, Carteret, Chowan, Columbus, Craven, Currituck, Dare, Duplin, Gates, Hertford, Hyde, Jones, Lenoir, Martin, New Hanover, Onslow, Pamlico, Pasquotank, Pender, Perquimans, Pitt, Tyrrell, Washington, Wayne
South Carolina	Beaufort, Berkeley, Charleston, Colleton, Dorchester, Georgetown, Horry, Jasper, Williamsburg
Texas	Aransas, Bee, Brazoria, Brooks, Calhoun, Cameron, Chambers, Fort Bend, Galveston, Goliad, Hardin, Harris, Hidalgo, Jackson, Jasper, Jefferson, Jim Wells, Kenedy, Kleberg, Liberty, Matagorda, Nueces, Orange, Refugio, San Patricio, Victoria, Wharton, Willacy

APPENDIX D (continued)

**NAMED STORM TIERS FOR USA INCLUDING  
ITS COMMONWEALTHS AND TERRITORIES**

NORTHERN TIER ONE: VIRGINIA TO MAINE

STATE	COUNTIES / PARISHES / INDEPENDENT CITIES
Connecticut	Fairfield, Middlesex, New Haven, New London
Delaware	Sussex
Maine	Cumberland, Hancock, Knox, Lincoln, Penobscot, Sagadahoc, Waldo, Washington, York
Maryland	Calvert, Charles, Dorchester, St. Mary's, Somerset, Wicomico, Worcester
Massachusetts	Barnstable, Bristol, Dukes, Essex, Middlesex, Nantucket, Norfolk, Plymouth, Suffolk
New Hampshire	Rockingham
New Jersey	Atlantic, Bergen, Cape May, Cumberland, Essex, Hudson, Middlesex, Monmouth, Ocean, Union
New York	Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk
Rhode Island	Bristol, Newport, Washington
Virginia	Accomack, Gloucester, Isle of Wight, James City, Lancaster, Mathews, Middlesex, Northampton, Northumberland, Surry, York Independent Cities: Chesapeake, Hampton, Newport News, Norfolk, Poquoson, Portsmouth, Suffolk, Virginia Beach, Williamsburg

SOUTHERN TIER TWO: NORTH CAROLINA TO TEXAS

STATE	COUNTIES / PARISHES / INDEPENDENT CITIES
Alabama	Clarke, Coffee, Conecuh, Covington, Dale, Escambia, Geneva, Houston, Monroe, Washington
Louisiana	Allen, Avoyelles, Beauregard, Evangeline, St. Helena, St. Landry, West Feliciana
Mississippi	Forrest, Greene, Jones, Lamar, Marion, Perry, Pike, Walthall, Wayne
North Carolina	Cumberland, Edgecombe, Greene, Johnston, Robeson, Sampson, Wilson
South Carolina	Bamberg, Calhoun, Clarendon, Dillon, Florence, Hampton, Marion, Orangeburg
Texas	Austin, Brazos, Colorado, De Witt, Duval, Fayette, Gonzales, Grimes, Jim Hogg, Karnes, Lavaca, Live Oak, McMullen, Montgomery, Newton, Polk, San Jacinto, Starr, Tyler, Walker, Waller, Washington

APPENDIX D (continued)

**NAMED STORM TIERS FOR USA INCLUDING  
ITS COMMONWEALTHS AND TERRITORIES**

Other States, Commonwealths and Territories of The United States of America		
	<b>TIER</b>	
AMERICAN SAMOA	2	Entire Territory
GUAM	1	Entire Territory
HAWAII	1	Entire State
NORTHERN MARIANA ISLANDS	1	Entire Commonwealth
PUERTO RICO	1	Entire Commonwealth
U.S. VIRGIN ISLANDS	1	Entire Territory
All other US Territories and Possessions	1	Entire Territory

## APPENDIX E - FLOOD HAZARD LOCATIONS

### High Hazard Location(s)

1.1 NEED ADDRESS - 1, RENO, NV 89501  
3.1 1 E 1st St 11th Fl, Reno, NV 89501-1609  
4.1 1 E 1st St, Reno, NV 89501-1609  
4.2 1 E 1st St, Reno, NV 89501-1609  
4.3 1 E 1st St, Reno, NV 89501-1609  
4.4 1 E 1st St, Reno, NV 89501-1609  
4.5 1 E 1st St, Reno, NV 89501-1609  
4.6 1 E 1st St, Reno, NV 89501-1609  
5.1 1 S Arlington Ave, Reno, NV 89501  
5.2 1 S Arlington Ave, Reno, NV 89501  
5.3 1 S Arlington Ave, Reno, NV 89501  
5.4 1 S Arlington Ave, Reno, NV 89501  
5.5 1 S Arlington Ave, Reno, NV 89501  
6.2 1000 Jamaica Ave, Reno, NV 89502  
7.1 1005 Whitmore Ln, Reno, NV 89509-1019  
16.1 Along Island Ave, Reno, NV 89503  
17.1 135 N Sierra St, Reno, NV 89501  
17.2 135 N Sierra St, Reno, NV 89501  
20.1 14499 Lear Blvd # 1-2, Reno, NV 89506-2606  
24.1 155 Cowan Dr, Reno, NV 89509-1097  
24.2 155 Cowan Dr, Reno, NV 89509-1097  
25.1 1595 Wilbur May Pkwy, Reno, NV 89521  
25.2 1595 Wilbur May Pkwy, Reno, NV 89521  
25.3 1595 Wilbur May Pkwy, Reno, NV 89521  
25.4 1595 Wilbur May Pkwy, Reno, NV 89521  
30.1 1650 Carat Ave, Reno, NV 89521  
30.2 1650 Carat Ave, Reno, NV 89521  
30.3 1650 Carat Ave, Reno, NV 89521  
37.1 1950 Steamboat Pkwy, Reno, NV 89521  
37.2 1950 Steamboat Pkwy, Reno, NV 89521  
37.3 1950 Steamboat Pkwy, Reno, NV 89521  
37.4 1950 Steamboat Pkwy, Reno, NV 89521  
37.5 1950 Steamboat Pkwy, Reno, NV 89521  
39.1 1980 Lakeside Dr, Reno, NV 89509-3411  
39.2 1980 Lakeside Dr, Reno, NV 89509-3411  
39.3 1980 Lakeside Dr, Reno, NV 89509-3411  
39.4 1980 Lakeside Dr, Reno, NV 89509-3411  
39.5 1980 Lakeside Dr, Reno, NV 89509-3411  
41.1 2 S Arlington Ave, Reno, NV 89501  
42.1 2055 Idlewild Dr, Reno, NV 89509-1020  
42.2 2055 Idlewild Dr, Reno, NV 89509-1020  
42.3 2055 Idlewild Dr, Reno, NV 89509-1020  
42.4 2055 Idlewild Dr, Reno, NV 89509-1020  
42.5 2055 Idlewild Dr, Reno, NV 89509-1020  
42.6 2055 Idlewild Dr, Reno, NV 89509-1020  
42.7 2055 Idlewild Dr, Reno, NV 89509-1020  
42.8 2055 Idlewild Dr, Reno, NV 89509-1020  
44.1 220 W 1st St, Reno, NV 89501-1203  
44.2 220 W 1st St, Reno, NV 89501-1203  
55.1 300 W 1st St, Reno, NV 89503  
56.1 3005 Idlewild Dr, Reno, NV 89509-1140  
60.1 3200 Skyline View Dr # 1-2, Reno, NV 89509  
63.1 3415 Idlewild Dr, Reno, NV 89509-2251  
63.2 3415 Idlewild Dr, Reno, NV 89509-2251

63.3 3415 Idlewild Dr, Reno, NV 89509-2251  
69.1 400 Island Ave, Reno, NV 89501-1838  
69.2 400 Island Ave, Reno, NV 89501-1838  
69.3 400 Island Ave, Reno, NV 89501-1838  
69.4 400 Island Ave, Reno, NV 89501-1838  
73.1 4250 Norton St, Reno, NV 89506-8949  
73.2 4250 Norton St, Reno, NV 89506-8949  
73.5 4250 Norton St, Reno, NV 89506-8949  
73.7 4250 Norton St, Reno, NV 89506-8949  
73.8 4250 Norton St, Reno, NV 89506-8949  
73.9 4250 Norton St, Reno, NV 89506-8949  
73.10 4250 Norton St, Reno, NV 89506-8949  
73.11 4250 Norton St, Reno, NV 89506-8949  
73.13 4250 Norton St, Reno, NV 89506-8949  
73.14 4250 Norton St, Reno, NV 89506-8949  
73.15 4250 Norton St, Reno, NV 89506-8949  
73.18 4250 Norton St, Reno, NV 89506-8949  
73.21 4250 Norton St, Reno, NV 89506-8949  
73.23 4250 Norton St, Reno, NV 89506-8949  
73.25 4250 Norton St, Reno, NV 89506-8949  
73.27 4250 Norton St, Reno, NV 89506-8949  
76.1 455 E 2nd St, Reno, NV 89502-1020  
76.2 455 E 2nd St, Reno, NV 89502-1020  
78.1 4658 Aircenter Cir # 1-2, Reno, NV 89502-7917  
80.1 495 Galetti Way, Reno, NV 89502  
80.2 495 Galetti Way, Reno, NV 89502  
80.3 495 Galetti Way, Reno, NV 89502  
81.1 5 Park St, Reno, NV 89502-1031  
82.1 50 Cowan Dr, Reno, NV 89509-1009  
95.1 9100 Wilbur May Pkwy, Reno, NV 89521  
95.2 9100 Wilbur May Pkwy, Reno, NV 89521  
95.3 9100 Wilbur May Pkwy, Reno, NV 89521  
96.1 925 Riverside Dr, Reno, NV 89503-5583  
96.2 925 Riverside Dr, Reno, NV 89503-5583  
96.3 925 Riverside Dr, Reno, NV 89503-5583  
96.4 925 Riverside Dr, Reno, NV 89503-5583  
97.1 9675 Wilbur May Pkwy, Reno, NV 89521  
97.2 9675 Wilbur May Pkwy, Reno, NV 89521  
99.1 990 Wheatland Ct, Reno, NV 89511-8526  
99.2 990 Wheatland Ct, Reno, NV 89511-8526  
99.3 990 Wheatland Ct, Reno, NV 89511-8526  
100.1 EVANS RR TRACK, RENO, NV 89551  
101.1 NEED ADDRESS - 2 LON 119, 928250, RENO, NV 89521  
102.1 Meridian Lane, Reno, NV 89509  
103.1 Meridian Ln AT Southampton Dr, Reno, NV 89509  
104.1 NEED ADDRESS - 3, RENO, NV 89501  
105.1 1ST Winter St, Reno, NV 89503-5526  
105.2 1ST Winter St, Reno, NV 89503-5526  
114.1 3100 Dickerson Rd, Reno, NV 89503-4914  
114.2 3100 Dickerson Rd, Reno, NV 89503-4914  
126.1 10 N Virginia St, Reno, NV 89501  
127.1 150 S Virginia St, Reno, NV 89501  
133.1 CORNER OF LAKE E COMMERCIAL ROW, RENO, NV 89501  
135.1 957 Kuenzli St, Reno, NV 89502-1160  
136.1 957 Kuenzli St, Reno, NV 89502-1160  
137.1 TRUCKEE RIVER PATH-E OF WELLS AVE KUENZLI, RENO, NV 89502  
140.1 190 Telegraph St, Reno, NV 89502-2207  
141.1 5 Kietzke Ln, Reno, NV 89502

149.1 6800 Pembroke Dr, Reno, NV 89502-9554  
149.2 6800 Pembroke Dr, Reno, NV 89502-9554  
149.3 6800 Pembroke Dr, Reno, NV 89502-9554  
150.2 3000 S Mccarran Blvd, Reno, NV 89502  
150.3 3000 S Mccarran Blvd, Reno, NV 89502  
150.4 3000 S Mccarran Blvd, Reno, NV 89502  
150.5 3000 S Mccarran Blvd, Reno, NV 89502  
150.6 3000 S Mccarran Blvd, Reno, NV 89502  
150.7 3000 S Mccarran Blvd, Reno, NV 89502  
150.8 3000 S Mccarran Blvd, Reno, NV 89502  
150.9 3000 S Mccarran Blvd, Reno, NV 89502  
163.1 9555 Evergreen St, Reno, NV 89521  
169.1 1 S Sierra St, Reno, NV 89501-1928  
172.1 1190 Steamboat Pkwy, Reno, NV 89521-6285  
174.1 55 Cowan Dr, Reno, NV 89509-1009  
175.1 55 E 1st St, Reno, NV 89501  
177.1 911 Kuenzli St, Reno, NV 89502-1160  
177.2 911 Kuenzli St, Reno, NV 89502-1160  
177.3 911 Kuenzli St, Reno, NV 89502-1160

**Moderate Hazard Location(s)**

6.1 1000 Jamaica Ave, Reno, NV 89502  
6.3 1000 Jamaica Ave, Reno, NV 89502  
12.1 1190 Country Estates Cir, Reno, NV 89511-1077  
12.2 1190 Country Estates Cir, Reno, NV 89511-1077  
12.3 1190 Country Estates Cir, Reno, NV 89511-1077  
15.1 1345 Capital Blvd # A, Reno, NV 89502-7140  
22.1 150 Cowan Dr, Reno, NV 89509-1097  
22.2 150 Cowan Dr, Reno, NV 89509-1097  
22.3 150 Cowan Dr, Reno, NV 89509-1097  
22.4 150 Cowan Dr, Reno, NV 89509-1097  
22.5 150 Cowan Dr, Reno, NV 89509-1097  
31.1 1701 E Prater Way, Sparks, NV 89434-8979  
31.2 1701 E Prater Way, Sparks, NV 89434-8979  
35.1 1905 Idlewild Dr, Reno, NV 89509  
38.1 1955 Idlewild Dr, Reno, NV 89509  
66.1 3950 Buckingham Sq, Reno, NV 89503-1840  
67.1 3950 Buckingham Sq, Reno, NV 89503-1840  
67.2 3950 Buckingham Sq, Reno, NV 89503-1840  
67.3 3950 Buckingham Sq, Reno, NV 89503-1840  
67.4 3950 Buckingham Sq, Reno, NV 89503-1840  
70.1 400 Stewart St, Reno, NV 89502  
70.2 400 Stewart St, Reno, NV 89502  
70.3 400 Stewart St, Reno, NV 89502  
151.1 3970 Mira Loma Dr, Reno, NV 89502-5945  
155.1 630 Manzanita Ln, Reno, NV 89509  
155.2 630 Manzanita Ln, Reno, NV 89509  
155.3 630 Manzanita Ln, Reno, NV 89509

## FORMS AND ENDORSEMENTS

Form(s) and Endorsement(s) made a part of this Policy at time of issue:

Form or Endorsement Number	Form or Endorsement Name
CNP 90 06 01 20	Disclosure Pursuant to Terrorism Risk Insurance Act
CNI 90 11 07 18	Reporting a Commercial Claim 24 Hours a Day
SNI 04 01 06 24	Liberty Mutual Group Privacy Notice
PY 04 03 01 17	Cap on Losses From Certified Acts of Terrorism
PY 04 20 11 20	Actual Cash Value - Defined
CNP 90 20 11 20	Important Notice To Policyholder Changes In Coverage Actual Cash Value

## STATE AMENDATORY ENDORSEMENTS

Endorsement Number	Endorsement Name
PY 01 21 01 17	Nevada Changes
PY 02 30 01 17	Nevada Changes - Cancellation and Nonrenewal

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**THIS ENDORSEMENT IS ATTACHED TO AND MADE PART OF YOUR POLICY IN RESPONSE TO THE DISCLOSURE REQUIREMENTS OF THE TERRORISM RISK INSURANCE ACT. THIS ENDORSEMENT DOES NOT GRANT ANY COVERAGE OR CHANGE THE TERMS AND CONDITIONS OF ANY COVERAGE UNDER THE POLICY.**

**DISCLOSURE PURSUANT TO TERRORISM RISK  
INSURANCE ACT**

**A. Disclosure Of Premium**

In accordance with the federal Terrorism Risk Insurance Act, **we** are required to provide **you** with a notice disclosing the portion of **your** premium, if any, attributable to coverage for terrorist acts certified under the Terrorism Risk Insurance Act. The portion of **your** premium attributable to such coverage is shown in D. PREMIUM in the Declarations.

**B. Disclosure Of Federal Participation In Payment Of Terrorism Losses**

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. Beginning in calendar year 2020, the federal share equals 80% of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

**C. Cap On Insurer Participation In Payment Of Terrorism Losses**

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

## REPORTING A COMMERCIAL CLAIM 24 HOURS A DAY

Liberty Mutual Insurance claims professionals across the United States are ready to resolve your claim quickly and fairly, so you and your team can focus on your business. Our claims teams are specialized, experienced and dedicated to a high standard of service.

### We're Just a Call Away — One Phone Number to Report All Commercial Insurance Claims

Reporting a new claim has never been easier. A Liberty Mutual customer service representative is available to you 24/7 at **800-362-0000** for reporting new property, auto, liability and workers' compensation claims. With contact centers strategically located throughout the country for continuity and accessibility, we're there when we're needed!

### Additional Resource for Workers' Compensation Customers

In many states, employers are required by law to use state-specific workers compensation claims forms and posting notices. This type of information can be found in the Policyholders Toolkit section of our website along with other helpful resources such as:

- Direct links to state workers compensation websites where you can find state-specific claim forms
- Assistance finding local medical providers
- First Fill pharmacy forms — part of our managed care pharmacy program committed to helping injured workers recover and return to work

Our Policyholder Toolkit can be accessed at [www.libertymutualgroup.com/toolkit](http://www.libertymutualgroup.com/toolkit).

For all claims inquiries please call us at **800-362-0000**.

Policy Number TBD  
Issued By Employers Insurance Company of Wausau

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

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

This endorsement modifies insurance provided under the following:

PREMIER PROPERTY PROTECTOR™

**A. Cap On Certified Terrorism Losses**

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

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

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

**B. Application Of Exclusions**

The terms and limitations of SECTION II.C. EXCLUSIONS, **2.a.** do not serve to create coverage for any loss which would otherwise be excluded under this endorsement or the Policy, such as losses excluded under SECTION II.C. EXCLUSIONS, **2. b., c., d., or e.**

Policy Number TBD  
Issued By Employers Insurance Company of Wausau

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

**ACTUAL CASH VALUE - DEFINED**

This endorsement modifies insurance provided under the following:

PREMIER PROPERTY PROTECTOR

SECTION VII – DEFINITIONS is modified as follows:

The definition for **Actual Cash Value** is replaced by the following:

**Actual cash value:** The amount it would cost to repair or replace **covered property**, on the date of loss, with material of like kind and quality, with reasonable deduction for physical depreciation and obsolescence, but in no event more than the fair market value.

The following is added to any provision which uses the term **actual cash value** as it pertains to direct loss or damage to real property caused by a **covered loss**:

Unless otherwise provided by this policy, **we** may deduct expense depreciation. Expense depreciation is defined as depreciation, including but not limited to the cost of goods, materials, overhead and profit, labor and services necessary to replace, repair or rebuild damaged property. If expense depreciation is applied to a loss for damaged property, **we** shall provide a written explanation as to how the expense depreciation was calculated.

**IMPORTANT NOTICE TO POLICYHOLDER  
CHANGES IN COVERAGE  
ACTUAL CASH VALUE**

Dear Valued Policyholder,

Thank you for selecting us as your carrier for your commercial insurance. This notice contains a brief summary of a coverage change made to your policy.

This notice outlines a new endorsement being added to your renewal. Only the countrywide version of this endorsement is referenced. State specific versions, where applicable, have been added in the same manner as the countrywide version unless otherwise specified.

Please read your policy and review your Declarations page for complete coverage information. No coverage is provided by this notice, nor can it be construed to replace any provisions of your policy. If there are discrepancies between your policy and this notice, the provisions of the policy shall prevail.

These changes become effective as of the effective date of your replacement policy. Please note that this notice does not apply to you or your policy in the event you have received, or do receive, a notice of cancellation or nonrenewal.

Should you have questions after reviewing the changes outlined below, please contact your independent agent. Thank you for your business.

<b>New Form</b>	<b>New Form Number</b>
Actual Cash Value - Defined	PY 04 20 11 20

**Summary of Changes**

We are adding an endorsement to your policy that amends the definition of Actual Cash Value to provide greater clarity. Actual Cash Value is a valuation method that involves a depreciation calculation of physical property and expenses such as cost of goods sold, labor, materials, and services necessary to replace, repair or rebuild damaged property at the time of loss. Actual Cash Value applies to your policy if you have not selected Replacement Cost or another method of loss valuation, or if you have selected Replacement Cost and choose to settle your claim on an Actual Cash Value basis.

Policy Number TBD  
Issued By Employers Insurance Company of Wausau

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

**NEVADA CHANGES**

This endorsement applies only to **covered property** located in Nevada and modifies insurance provided under the following:

**PREMIER PROPERTY PROTECTOR™**

**A.** Paragraph **C. CONCEALMENT, MISREPRESENTATION OR FRAUD** of SECTION V – GENERAL POLICY CONDITIONS is replaced by the following:

**C. CONCEALMENT, MISREPRESENTATION OR FRAUD**

**We** will not pay for any loss or damage if **you** have willfully and with intent to defraud, concealed or misrepresented any material fact or circumstances concerning:

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

All other terms and conditions remain unchanged.

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

**NEVADA CHANGES – CANCELLATION AND NONRENEWAL**

This endorsement modifies insurance provided under the following:

**PREMIER PROPERTY PROTECTOR™**

**A. The following is added to SECTION V - GENERAL POLICY CONDITIONS, B. CANCELLATION:**

- 7.** If this Policy has been in effect for seventy (70) days or more, or if this Policy is a renewal of a Policy **we** issued, **we** may cancel only for one or more of the following reasons:
- a.** Nonpayment of premium;
  - b.** **Your** conviction of a crime arising out of acts increasing the hazard insured against;
  - c.** Discovery of fraud or material misrepresentation in obtaining the Policy or in presenting a claim thereunder;
  - d.** Discovery of an act or omission or a violation of any condition of the Policy which occurred after the first effective date of the current Policy, and substantially and materially increases the hazard insured against;
  - e.** A material change in the nature or extent of the risk, occurring after the first effective date of the current Policy, which causes the risk of loss to be substantially and materially increased beyond that contemplated at the time the Policy was issued or last renewed;
  - f.** A determination by the commissioner that continuation of **our** present volume of premiums would jeopardize **our** solvency or be hazardous to the interests of **our** policyholders, creditors or the public;
  - g.** A determination by the commissioner that the continuation of the Policy would violate, or place **us** in violation of, any provision of the code.

Notice of cancellation will be mailed, first class or certified, or delivered to at the last mailing address known to **us** and will state the reason for cancellation.

**We** will also provide a copy of the notice of cancellation, for both policies in effect less than seventy (70) days and policies in effect seventy (70) days or more, to **your** insurance agent or broker.

**B. The NONRENEWAL provision of SECTION V – GENERAL POLICY CONDITIONS is replaced by the following:**

**NONRENEWAL**

- 1.** If **we** decide not to renew this Policy, **we** will mail or deliver a written notice of nonrenewal to **you** at least sixty (60) days before the expiration date of this Policy.
- 2.** Notice of nonrenewal will be mailed, first class or certified, or delivered to **you** at the last mailing address known to **us** and will state the reason for nonrenewal. If notice is mailed, proof of mailing will be sufficient proof of notice.

3. **We** need not provide this notice if:
- a. **You** have accepted replacement coverage;
  - b. **You** have requested or agreed to nonrenewal; or
  - c. This Policy is expressly designated as nonrenewable.

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A member of the Tokio Marine Group

# Public Entity Excess Retained Limit Liability Insurance Proposal

**Safety National Casualty Corporation**

**Proposal for:**

**CITY OF RENO**

ATTN: CITY ATTORNEY OFFICE  
P.O. BOX 1900  
RENO, NV 89505

**Policy Effective Date**

10/01/2024

**Policy Expiration Date**

10/01/2025

Policy Number: TBD

# Public Entity Excess Retained Limit Liability Insurance Proposal

## SERVICE TEAM

Safety National is committed to providing industry-leading services to our policyholders. The Service Team is the keystone to that promise. This highly experienced team is identified now and established early in the policy term so there is a seamless transition and efficient delivery of service for your client's needs. The Service Team consists of a one-point contact in underwriting, claims, and risk control.

We welcome the opportunity for you to experience our commitment to your success by contacting any member of our team with your questions or requests.

<b>Sarah Lambrecht</b> Senior Regional Underwriting Manager - Associations	(314) 692-1389	<a href="mailto:sarah.lambrecht@safetynational.com">sarah.lambrecht@safetynational.com</a>
<b>Randall Dickinson</b> Business Development Manager – Business Development	213-955-5906	<a href="mailto:randall.dickinson@safetynational.com">randall.dickinson@safetynational.com</a>
<b>Ariel Jenkins</b> AVP– Risk Services	314-692-1385	<a href="mailto:ariel.jenkins@safetynational.com">ariel.jenkins@safetynational.com</a>
<b>Todd McMillan</b> Vice President - Liability Claims	314-332-2358	<a href="mailto:todd.mcmillan@safetynational.com">todd.mcmillan@safetynational.com</a>

# Public Entity Excess Retained Limit Liability Insurance Proposal

We are pleased to present the following proposal for your consideration and review. This proposal is valid until the effective date indicated in this proposal.

## QUOTE INFORMATION

Issue Date:	9/10/2024
Attention:	Kyle Powell
Producer and Mailing Address:	AON RISK INSURANCE SERVICES WEST, INC. 707 WILSHIRE BLVD SUITE 2600 LOS ANGELES, CA 90017
From:	Sarah Lambrecht
Issuing Company:	Safety National Casualty Corporation 1832 Schuetz Road St. Louis, MO 63146 (888) 995-5300
Named Insured and Mailing Address:	CITY OF RENO ATTN: CITY ATTORNEY OFFICE P.O. BOX 1900 RENO, NV 89505
Policy Period:	10/01/2024 . 10/01/2025 12:01 A.M. Standard Time at your mailing address shown above
Annual Premium:	\$ 552,443
Terrorism (additional):	<div><div>\$ 829</div><div>\$ 553,272</div></div>
Commission:	Net

*Indicated premiums are based on all quoted Coverage Parts being bound according to the terms and conditions included within this proposal. Any state surcharges are separate from the annual premium and commission does not apply. Any taxes, assessments and other program costs are included within the premium offered by Safety National Casualty Corporation. Please refer to the terms and conditions, as detailed within this proposal, to identify the specific program component costs associated with each of these items.*

*Safety National may consider providing revised or additional quote options subject to further underwriting review and approval. This proposal is valid until the effective date indicated in this proposal.*

## SUBJECTIVITIES

- Receipt of signed terrorism form prior to binding.
- Receipt of updated Dam Inspections prior to binding.
- Receipt of updated Watercraft Schedule prior to binding.

# Public Entity Excess Retained Limit Liability Insurance Proposal

## GENERAL CONTINGENCIES AND COMMENTS

A.M. Best Rating	A++ XV
MAP Client Services®	The attached MAP Client Services® brochure(s) describe the value of the online resources provided to Safety National policyholders. For the 2024 Policy Year, this account has \$15,000 in Risk Control Funds.
Coverage Contingencies	The casualty program is contingent upon also binding the Excess Workers' Compensation program with Safety National. Premiums quoted are based on all coverages offered within this proposal by Safety National and written by Safety National Casualty Corporation.
Installments/Payment Schedule	All lines are on an ANNUAL PAYMENT. Premiums due within 30 days of binding.
Claims Administration	CITY OF RENO will be the Third Party Administrator. TPA fees are NOT included within the premium or costs of the quoted Safety National program.  Claims must be handled either by a licensed TPA or Self-Administered by experienced claim handlers. Safety National must approve, in writing, the Claims Administration for all Coverage Parts prior to binding.
Annual Audits	Not auditable.
Coverages and Form	Unless otherwise noted, all references in this proposal to policy coverage parts and forms, depicts the product offering of Safety National. These may deviate from the coverage requests or wording contained within the Producer Specifications or other portions of the account submission. Any deviations from this proposal must be approved and authorized by Safety National, in writing. For additional information on the products and services proudly provided by Safety National, please visit our website: <a href="http://www.safetynational.com">www.safetynational.com</a>

## COVERAGE HIGHLIGHTS

- Admitted Paper
- Coverage available for Automobile Liability, General Liability, Law Enforcement Liability, Public Officials And Employment Practices Liability and Educators Legal Liability And Employment Practices Liability
- Defense costs inside the Retained Limit and outside the Limits of Indemnity
- Pay on behalf insurance form
- Occurrence form with claims-made coverage available for Public Officials And Employment Practices Liability and Educators Legal Liability And Employment Practices Liability
- Who Is An Insured section tailored to exposures typical to public entities
- Blanket additional insured where required by written contract available under the General Liability and Automobile Liability Coverage Parts
- Sexual abuse coverage available
- Expanded pollution coverage for standard public exposures (hostile fire, sewer backup, water treatment operations, street and road maintenance, weed abatement or spraying, mace, tear gas or pepper spray used in law enforcement activities)
- Expanded coverage for incidental medical exposures typical to public entities

# Public Entity Excess Retained Limit Liability Insurance Proposal

## SELF-INSURED RETAINED LIMIT

General Liability	<u>\$ 1,000,000</u>	Each occurrence
Automobile Liability	<u>\$ 1,000,000</u>	Each occurrence
Law Enforcement Liability	<u>\$ 1,000,000</u>	Each occurrence
Public Officials and Employment Practices Liability	<u>\$ 1,000,000</u>	Each wrongful act
Educators Legal Liability and Employment Practices Liability	<u>Not Covered</u>	Each wrongful act

## LIMITS OF INDEMNITY

General Liability	<u>\$ 5,000,000</u>	Each occurrence
	<u>\$ 500,000</u>	Damage To Premises Rented To You, any one premises
	<u>\$ 5,000,000</u>	General Liability Aggregate
	<u>\$ 5,000,000</u>	Products-Completed Operations Aggregate
Employee Benefits Liability	<u>\$ 5,000,000</u>	Each employee
	<u>\$ 5,000,000</u>	Employee Benefits Annual Aggregate
		Retroactive Date (if applicable): 09/01/2021
Automobile Liability	<u>\$ 5,000,000</u>	Each occurrence
Law Enforcement Liability	<u>\$ 5,000,000</u>	Each occurrence
	<u>\$ 5,000,000</u>	Law Enforcement Liability Aggregate
Public Officials and Employment Practices Liability	<u>\$ 5,000,000</u>	Each wrongful act
	<u>\$ 5,000,000</u>	Public Officials and Employment Practices Liability Aggregate
		Occurrence Form
Educators Legal Liability and Employment Practices Liability	<u>Not Covered</u>	Each wrongful act
	<u>Not Covered</u>	Educators Legal Liability and Employment Practices Liability Aggregate

# Public Entity Excess Retained Limit Liability Insurance Proposal

## SCHEDULE OF FORMS AND ENDORSEMENTS

Form/Endorsement Number	Form/Endorsement Name
PE 031 00 01 22	Disclosure Pursuant To Terrorism Risk Insurance Act (If Accepted)
PE 030 00 01 22	Cap On Losses From Certified Acts Of Terrorism (If Accepted)
PEERLL 00 00 12 22	Public Entity Excess Retained Limits Liability Insurance Policy
PE 10 00 01 22	Public Entity Excess Retained Limits Liability Insurance Policy Declarations
PE 127 00 01 22	Nevada Amendatory Endorsement
CP 99 03 05 19	Commercial Policy Cover
PN 99 02 02 09	Privacy Statement
IL P 001 01 04	U.S. Treasury Department's Office Of Foreign Assets Control ("OFAC") Advisory Notice To Policyholders
IL N 001 09 03	Fraud Statement
IL 10 06 12 08	Schedule Of Forms And Endorsements
PE 013 00 02 22	Employee Benefits Liability Coverage
PE 019 00 01 22	Punitive And Exemplary Damages Where Allowed By Law, as respects Public Officials and Law Enforcement Liability Only
PE 020 00 01 22	Scheduled Dams*
PE 022 00 01 22	Scheduled Watercraft (Coverage Parts General Liability and Law Enforcement Liability) Two 14-Foot Motorized Inflatable Rescue Boats One Paddle Raft/Oar Frame Raft One Cataract Four Hard Shell Kayaks Ten Inflatable Kayaks One 12-Foot Alumacraft, 1236 JON
PE 029 00 01 22	Waiver Of Subrogation – Blanket, Where Required by Contract as respects General Liability and Auto Liability
PE 032 00 01 22	Exclusion Of Certified Acts Of Terrorism (If Rejected)
PEM 046 0623	Exclusion – All Hazards In Connection With Designated Operations: (Applies to All Coverage Parts) Any Housing Authority operations, regardless of whether such operations are conducted by you or on your behalf.
PEM-GL 030 0123	Amendatory Endorsement – Co-Employee (Applies to GL Coverage Part)

\*Scheduled Dams:

Virginia Lake Dam  
East Logan Trail Dam  
West Logan Trail Dam  
Dant Blvd Dam  
Peavine Creek Lower Dam  
East Wash Dam  
West Wash Dam  
Peavine Creek Upper Dam

**POLICYHOLDER DISCLOSURE  
NOTICE OF TERRORISM  
INSURANCE COVERAGE  
(Excess Liability)**

You are hereby notified that under the Terrorism Risk Insurance Act of 2002, as amended, extended, and/or re-authorized, 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 that is certified by the Secretary of the Treasury – in concurrence with the Secretary of State 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 THIS 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 80% OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM 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. IF THE AGGREGATE INSURED LOSS FOR ALL INSURERS EXCEEDS \$100 BILLION IN A CALENDAR YEAR, YOUR COVERAGE MAY THUS BE REDUCED.

**Acceptance or Rejection of Terrorism Insurance Coverage with regard to Excess Liability**

<input type="checkbox"/>	I hereby elect to purchase terrorism coverage for a prospective premium of <u>\$ 841</u> .
<input type="checkbox"/>	I hereby decline to purchase terrorism coverage for certified acts of terrorism. I understand that I will have no coverage for losses resulting from certified acts of terrorism.

\_\_\_\_\_  
*Applicant's Signature*

\_\_\_\_\_  
CITY OF RENO

\_\_\_\_\_  
*Insured Name*

\_\_\_\_\_  
*Date Signed*

**Safety National Casualty Corporation®**  
*Insurance Company*

Public Entity



# MAP

CLIENT SERVICES

Management • Analysis • Prevention®



Risk control tools to help improve injury prevention and claim cost containment.



# Public Entity

## MAP CLIENT SERVICES®

**P**ublic entities face a host of safety challenges. From risks related to labor-intensive city worker positions, to emergency responders faced with driving in dangerous scenarios, to the ergonomic risks associated with administrative personnel, public entities are confronted with a significant challenge to minimize costs and maintain a healthy front line.

In response, Safety National® has developed a suite of online risk control resources to help public entities improve risk management programs. Collectively called MAP Client Services, these tools are provided on a complimentary basis to help improve program management, analysis and prevention efforts. Using these resources, public entity employers can work to build, maintain and/or supplement successful workers' compensation and casualty programs to keep their workforce safe.

### MAP Client Services is comprised of:

**Management:** Several resources that offer a wealth of information and assistance to help your organization develop and maintain a successful safety and claim cost containment program.

**Analysis:** A variety of tools that provide the ability to measure, benchmark and analyze different aspects of your programs to clearly identify opportunities for improvement.

**Prevention:** A selection of assets to help improve your loss prevention and mitigation efforts – from educating employees about potential injury exposures, to helping build proficient post-injury protocol.

**Schedule a Demo:** Our service representatives would be happy to demonstrate the capabilities of any or all tools offered through MAP Client Services. Contact us to schedule your demo at [map@safetynational.com](mailto:map@safetynational.com) or 888-995-5300.



## THE RESOURCES

**HR Essentials Online:** Available exclusively to our policyholders with employment practices liability coverage, this online resource includes tools to help with human resources management. From hiring practices and writing job descriptions, to training managers and understanding complicated leave laws, this resource will help keep your organization in compliance.

**Law Enforcement Liability Resources:** Available exclusively to our law enforcement liability policyholders, this resource includes a downloadable law enforcement liability assessment, sample law enforcement and jail operations policies and procedures manuals, and access to live law enforcement consulting services.

**Safety Essentials Online:** This online resource library provides customizable and downloadable training tools to help improve safety and health compliance, best practices, policies and written programs.

**Workers' Comp Kit®:** This resource puts best practices at your fingertips in a streamlined, online format. Users can assess current processes then apply systematic improvement and implementation tools to augment current programs. Also includes cost/savings calculators and a library of customizable reports, presentations, forms and checklists.

**Safety Training Source:** A rich media learning management system that allows users to build, assign and monitor a customized safety training curriculum. Over 150 courses are included, with select items available in Spanish.

**S:ERVE:** Safety Emergency Responder Vehicle Education (S:ERVE) is an online driver simulation and curriculum created to educate first responders to drive at their safest during intersection negotiation scenarios.

**Distracted Driving:** This course is designed to train all employees that drive on the job. Through online simulation, employees will learn how to eliminate controllable distractions and how to make necessary adjustments for uncontrollable distractions.

**Safety National Crisis Protection®:** A domestic crisis management and international extraction benefit provided exclusively for Safety National's excess, large deductible and select guaranteed cost workers' compensation policyholders.

**Office Ergonomic Solutions:** This online ergonomic assessment e-mails personalized recommendations and allows an organization to easily monitor changes in employees' risk of injury and comfort levels.

**MAP**  
CLIENT SERVICES

## Safety National

1832 Schuetz Road  
St. Louis, Missouri 63146

**Phone** 888.995.5300 (toll-free)  
314.995.5300

**E-mail** [info@safetynational.com](mailto:info@safetynational.com)  
**Web** [www.safetynational.com](http://www.safetynational.com)



TOKIO MARINE  
GROUP



**Safety National Casualty Corporation**  
**1832 Schuetz Road**  
**St. Louis, MO 63146**

PHONE # (314) 995-5300

FAX # (314) 995-3843

TO:	AON RISK INSURANCE SERVICES WEST, INC.	ATTN:	Kyle Powell
PHONE:	(213) 630-3200	FAX:	(213) 689-4550
FROM:	James Lile	DATE:	08/26/2024

**EXCESS WORKERS' COMPENSATION INSURANCE QUOTATION**

Name of Risk: <b>CITY OF RENO</b>
Account: 6006466    Previous Policy Number: SP 4067403
Specific Excess Only

Contract Terms	Option 18166201555
Liability Period	10/01/2024 - 10/01/2025
Payroll Reporting Period	10/01/2024 - 10/01/2025
Payroll	\$ 72,018,000
Manual Premium	\$ 2,252,752
Experience Modification Factor	1.000
Standard Premium	\$ 2,252,752
Self-Insured Retention	\$ 4,000,000
Specific Limit	Statutory
Employers Liability Limit	Per Occurrence \$ 1,000,000
Premium Rate	Rate \$100 Payroll \$ 1.147
Deposit Premium	\$ 826,046
Minimum Premium	\$ 784,744
Commission	Net 0.00 %
Pay Plan	ANNUAL PAYMENT
Audit Type	Voluntary

\*Quote expires 1 day after Payroll Reporting Period effective date for each Quote Option.

**Safety National Casualty Corporation**  
**1832 Schuetz Road**  
**St. Louis, MO 63146**

PHONE # (314) 995-5300

FAX # (314) 995-3843

TO:	AON RISK INSURANCE SERVICES WEST, INC.	ATTN:	Kyle Powell
PHONE:	(213) 630-3200	FAX:	(213) 689-4550
FROM:	James Lile	DATE:	08/26/2024

**EXCESS WORKERS' COMPENSATION INSURANCE QUOTATION**

**Endorsements:**

**General Endorsements applicable to all quote options:**

0244 00 1291 (XWC) LONGSHOREMEN'S AND HARBOR WORKERS' COMPENSATION ACT COVERAGE  
ENDORSEMENT

0245 00 1291 (XWC) MARITIME COVERAGE ENDORSEMENT

0247 00 1291 (XWC) FEDERAL EMPLOYERS' LIABILITY ACT COVERAGE ENDORSEMENT

0276 02 0408 (XWC) BROAD FORM ALL STATES FOR EMPLOYEE TRAVEL

0291 00 0708 (XWC) VOLUNTARY COMPENSATION ENDORSEMENT-PREMIUM DELINEATION

0322 00 1291 (XWC) 90-DAYS NOTICE OF CANCELLATION

0428 01 0307 (XWC) FOREIGN VOLUNTARY WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY -  
INCLUDING ENDEMIC DISEASE

0456 00 0113 (XWC) BLANKET WAIVER OF SUBROGATION

0456 05 0710 (XWC) BLANKET WAIVER OF SUBROGATION - INTERGOVERNMENTAL

0495 00 1211 (XWC) PROMPT REPORTING OF CLAIMS - TO WHOM NOTICE SHOULD BE GIVEN

NEVADA MANDATORY ENDORSEMENT(S), IF APPLICABLE

6000 00 0121 (XWC) TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT ENDORSEMENT

**Comments:**

1. Endorsements mandated by the coverage state(s) will automatically be added to your policy regardless of whether they are shown in the above schedule. In addition, a change in an endorsement form number may occur as a result of state filing requirements/updates arising subsequent to this quote.
2. Included in our quote: MAP Client Services. These resources consist of both risk control and claim services, including resources like Safety Essentials Online, Workers' Comp Kit, and Safety Training Source. Medical Management Program. These services help facilitate complicated claims towards the best-possible outcome. Available services include Catastrophic Claims Consulting, Impartial Medical Review, Long-Term Claims Evaluation, and Chronic Pain & Opioid Dependency Programs.
3. Commission shall be fully earned by the Broker of Record at the inception of the Payroll Reporting Period as identified on the bound Excess Workers Compensation Insurance Quotation.
4. The Excess Workers Compensation program quoted is contingent upon also binding any other lines quoted with Safety National. Safety National may consider providing revised or additional quote options for individual lines of coverage subject to further underwriting review and approval.
5. This Agreement will include coverage for Workers' Compensation loss caused by acts of terrorism as defined in the Agreement. Coverage for such losses will still be subject to all terms, definitions, exclusions, and conditions in the Agreement, & any applicable federal and/or state laws, rules, or regulations. Be advised that, under the Terrorism Risk Insurance Act of 2002 as amended, extended, and/or re-authorized (the Act), terrorism losses would be partially reimbursed by the U.S. Government under a formula established by the Act. Under this formula, the U.S. Government would generally reimburse 80% of covered terrorism losses exceeding a deductible paid by us. The Act contains \$100 billion cap that limits the reimbursement from the U.S. Government as well as from all insurers. If aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced. The portion of the EMPLOYER's annual premium attributable to coverage for losses caused by a certified act of terrorism is: 0.5%



## Your Service Team

Safety National is committed to providing industry leading services to our policyholders. The Service Team is the keystone to that promise. This highly experienced team is identified now and established early in the policy term so there is a seamless transition and efficient delivery of service for your client's needs. The Service Team consists of a one point contact in underwriting, claims, risk control, and audit.

We welcome the opportunity for you to experience our commitment to your success by contacting any member of our team with your questions or requests.

James Lile Director - Excess Underwriting	(314) 810-5487	james.lile@safetynational.com
Ariel Jenkins MAP Client Services	(314) 692-1385	ariel.jenkins@safetynational.com
Christian Kolb AVP Claims	(314) 692-9534	Christian.Kolb@safetynational.com
Tammy Rainwater Premium Audit	(314) 810-5576	tammy.rainwater@safetynational.com

# CRISIS PROTECTION WORKERS' COMPENSATION

Trusted  
**SAFETY NATIONAL**

Since 1942

**S**afety National Crisis Protection is a crisis management and extraction benefit designed to help the way for Safety National workers and their families and is best guaranteed coverage for compensation and benefits of your business. It gives a qualifying "Domestic Crisis Event" that most workers' compensation claim involve the death of two or more of your employees. Safety National will either pay an approved vendor to assist with the claim or payment for an employee directly to the approved vendor to deal with a vendor of your choice. If you experience an injury or international extraction event that results in international employee extraction, we will reimburse you directly for the approved cost.

## How Does It Work?

Experiencing "Domestic Crisis Event" or "International Extraction Crisis Event" results in Safety National Crisis Protection will reimburse your claim for approved costs for extraction and extraction costs and for employee directly involved in the event to include immediate family of the involved employee. The annual aggregate limit for Domestic Crisis Event is one claim per employee for the two "Domestic Crisis Event" benefits and one claim when you need them and are provided by Safety National Crisis Events.

## "Domestic Crisis Events" Include:

Multiple employee deaths (two or more) resulting from the following man-made events:

- Explosion
- Arson
- Bombing
- Workplace Violence
- Structural Failure
- Vehicle Accident

Multiple employee deaths (two or more) resulting from the following natural disasters:

- Tornado
- Tsunami
- Wildfire
- Structural Failure
- Earthquake and Any Resulting Secondary Damage
- Flood

## "International Extraction Crisis Events" Include:

Employee extraction necessitated by the following:

### MAN-MADE EVENTS:

- Explosion
- Arson
- Bombing
- Riot
- Government Coups and Revolution

### NATURAL DISASTERS:

- Tornado
- Explosion
- Wildfire
- Earthquake and Any Resulting Damage
- Government Coups and Revolution
- Flood

## LEARN MORE

Learn more information about Safety National Crisis Protection, go to [safetynational.com/crisis-protection-WC](http://safetynational.com/crisis-protection-WC). If you have a claim question about the program, please contact us at [crisisprotection@safetynational.com](mailto:crisisprotection@safetynational.com).

## Benefits:

- Provided at no cost to policyholder, with a \$10,000 annual aggregate benefit limit for a qualifying "Domestic Crisis Event" or a qualifying "International Extraction Crisis Event" or any combination of the two.
- A 24-hour crisis hotline to personnel and approved "Domestic Crisis Event" vendors.
- Benefit extends to immediate family of an employee that is directly involved in the "Domestic Crisis Event."
- The benefit can be used for qualified "Domestic Crisis Events" to help with:
  - » Crisis Management
  - » Crisis Response
  - » Public Relations
  - » Emergency Psychological Treatment
- Includes crisis communication and media management.
- Short-term lodging and relocation for directly involved employee and their immediate family.



**TOKIO MARINE  
GROUP**

# SAFETY NATIONAL AT A GLANCE

A.M. Best Rating A++ (Superior)  
Financial Size Category XV

## Why Safety National?

- Leading specialty insurance carrier, offering a variety of risk solutions for large commercial and public entity clients.
- Long-time presence in the market, providing uninterrupted service to thousands of customers nationwide for over 80 years.
- Relationship-focused approach to customer service, listening closely to customer needs and designing flexible programs and placements to address them.
- Unique claims and medical management proficiency, managing complex claims efficiently and effectively.

## Financial Strength\*

- Statutory surplus: \$3.7 billion (13.1% increase over 09/22)
- GAAP Stockholders' equity: \$4.5 billion (5.1% decrease over 09/22) and \$14.5 billion in assets
- A.M. Best Rating A++ (Superior), Financial Size Category XV
- Standard & Poor's Rating A+
- A member of the Tokio Marine Group, with approximately \$198 billion in total assets. The Group's main operating subsidiary, Tokio Marine & Nichido Fire (TMNF), maintains an A.M. Best rating of A++ (Superior), Financial Size Category XV.

\*as of 09/23

## Solutions

### Workers' Compensation:

- Excess
- Large Deductible
- Large Guaranteed Cost
- Defense Base Act

### Public Entity Liability:

- Law Enforcement Liability
- Public Officials Liability
- Educators Legal Liability

### Commercial Auto

### Commercial General Liability

### Commercial Umbrella

### Multinational Casualty

### Construction Risk

### Cyber Risk

### Reinsurance

### Loss Portfolio Transfers

### Captives

### Self-Insurance Bonds

## Services

- **Medical Management Resources:** Supplemental programs designed to help manage complicated claims towards best possible outcomes.
- **MAP Client Services:** A full suite of online resources designed to help build or enhance safety and compliance programs.
- **Risk Control Services:** A vetted network of highly-qualified consultants available to assist with on-site safety and risk control projects.



(888) 995-5300 · [info@safetynational.com](mailto:info@safetynational.com) · [safetynational.com](http://safetynational.com)  
A member of the Tokio Marine Group



## Notice – Offer of Terrorism Insurance Coverage

You are hereby notified that under the Terrorism Risk Insurance Act of 2002, as amended ("TRIA"), that you now have a right to purchase insurance coverage for losses arising out of acts of terrorism, as defined in Section 102(1) of the Act, as amended: The term "act of terrorism" means any act that is 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 an air carrier or vessel 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. Any coverage you purchase for "acts of terrorism" shall expire at 12:00 midnight December 31, 2027, the date on which the TRIA Program is scheduled to terminate, or the expiry date of the policy whichever occurs first, and shall not cover any losses or events which arise after the earlier of these dates.

YOU SHOULD KNOW THAT COVERAGE PROVIDED BY THIS POLICY FOR LOSSES CAUSED BY CERTIFIED ACTS OF TERRORISM IS PARTIALLY REIMBURSED BY THE UNITED STATES 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 THIS FORMULA, THE UNITED STATES PAYS 80% OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURER(S) PROVIDING THE COVERAGE. YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A USD100 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 USD100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED USD100 BILLION, YOUR COVERAGE MAY BE REDUCED.

THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

☐

I hereby elect to purchase coverage for acts of terrorism for a prospective premium of \$153,870.

☐

I hereby elect to have coverage for acts of terrorism excluded from my policy. I understand that I will have no coverage for losses arising from acts of terrorism.

\_\_\_\_\_  
Policyholder / Applicant's Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

Houston Specialty Insurance Company

\_\_\_\_\_  
Insurance Company

VIK231195

\_\_\_\_\_  
Quote Number

City of Reno

\_\_\_\_\_  
Insured (First Named Insured)

**POLICYHOLDER DISCLOSURE  
NOTICE OF TERRORISM  
INSURANCE COVERAGE**

You are hereby notified that under the Terrorism Risk Insurance Act of 2002, as amended ("TRIA"), that you now have a right to purchase insurance coverage for losses arising out of acts of terrorism, as defined in Section 102(1) of the Act, as amended: The term "act of terrorism" means any act that is 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 an air carrier or vessel 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. Any coverage you purchase for "acts of terrorism" shall expire at 12:00 midnight December 31, 2027, the date on which the TRIA Program is scheduled to terminate, or the expiry date of the policy whichever occurs first, and shall not cover any losses or events which arise after the earlier of these dates.

YOU SHOULD KNOW THAT COVERAGE PROVIDED BY THIS POLICY FOR LOSSES CAUSED BY CERTIFIED ACTS OF TERRORISM IS PARTIALLY REIMBURSED BY THE UNITED STATES 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 THIS FORMULA, THE UNITED STATES PAYS 80% OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURER(S) PROVIDING THE COVERAGE. YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A USD100 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 USD100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED USD100 BILLION, YOUR COVERAGE MAY BE REDUCED.

THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

	I hereby elect to purchase coverage for acts of terrorism for a prospective premium of USD: <span style="float: right;">\$3,668</span>
	I hereby elect to have coverage for acts of terrorism excluded from my policy. I understand that I will have no coverage for losses arising from acts of terrorism.

\_\_\_\_\_  
Policyholder/Applicant's Signature

On behalf of the subscribing Insurers and their respective participants

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
S-2407-0720730-01

Account Number

\_\_\_\_\_  
Date



---

If the policy issued by Amwins Special Risk Underwriters excludes Flood, the following shall apply:

---

**Flood Exclusion Acknowledgement**

I understand the policy issued by Amwins Special Risk Underwriters does NOT provide coverage for loss or damage caused by or resulting from Flood, as defined in policy form.

I understand that Flood insurance can be purchased elsewhere from a private flood insurer or the National Flood Insurance Program.

It is strongly recommended that Insureds in "Special Flood Hazard Areas" or areas subject to Flooding, as defined in policy form, obtain Flood coverage.

I also understand that execution of this form does NOT relieve me of any obligation that I may have to my mortgagees or lenders to purchase Flood insurance.

---

If the policy issued by Amwins Special Risk Underwriters includes Flood, the following shall apply:

---

**Flood Coverage**

I understand the policy issued by Amwins Special Risk Underwriters does provide coverage for loss or damage caused by or resulting from Flood, as defined in policy form.

I understand that loss or damage caused by or resulting from Flood, as defined in policy form, will be subject to the Flood sublimit stated elsewhere in the policy.

**I understand that if I do not sign this form that my application for coverage may be denied or that my policy issued by Amwins Special Risk Underwriters may be cancelled or non-renewed. I have read and I understand the information above.**

---

Policyholder/Applicant's Signature

---

Print Name

---

S-2407-0720730-01

---

Account Number

---

Date

**FRAUD WARNING DISCLOSURE**

**Effective Date:** 10/1/2024

**Named Insured:** City of Reno

THE UNDERSIGNED IS AN AUTHORIZED REPRESENTATIVE OF THE APPLICANT AND CERTIFIES THE INFORMATION PROVIDED TO OBTAIN THIS COVERAGE IS ACCURATE TO THE BEST OF THEIR KNOWLEDGE. THIS INCLUDES ANY APPLICATIONS, LOCATION SCHEDULES, VALUATION STATEMENTS, LOSS HISTORY INFORMATION AND ENGINEERING REPORTS.

THE FOLLOWING STATEMENT APPLIES IN ALL STATES EXCEPT THOSE NOTED BELOW:

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

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

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

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

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

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

**Kansas Applicants:** Any person who commits a fraudulent insurance act is guilty of a crime and may be subject to restitution, fines and confinement in prison. A fraudulent insurance act means an act committed by any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer or insurance agent or broker, any written, electronic, electronic impulse, facsimile, magnetic, oral, or telephonic communication or statement as part of, or in support of, an application for insurance, or the rating of an insurance policy, or a claim for payment or other benefit under an insurance policy, which such person knows to contain materially false information concerning any material fact thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto.

**Kentucky Applicants:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information, or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

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

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

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

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

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

**New York Applicants:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

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

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

**Oregon Applicants:** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents materially false information in an application for insurance may be guilty of a crime and may be subject to fines and confinement in prison. In order for us to deny a claim on the basis of misstatements, misrepresentations, omissions or concealments on your part, we must show that:

- a. The misinformation is material to the content of the policy;
- b. We relied upon the misinformation; and
- c. The information was either:
  - Material to the risk assumed by us; or
  - Provided fraudulently.

For remedies other than the denial of a claim, misstatements, misrepresentations, omissions or concealments on your part must either be fraudulent or material to our interests. With regard to fire insurance, in order to trigger the right to remedy, material misrepresentations must be willful or intentional. Misstatements, misrepresentations, omissions or concealments on your part are not fraudulent unless they are made with the intent to knowingly defraud.

**Pennsylvania Applicants:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

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

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

**Vermont Applicants:** Any person who knowingly presents a false statement in an application for insurance may be guilty of a criminal offense and subject to penalties under state law.

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

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

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

---

Insured Signature

Date

---

Producer Signature

Date



Richard Zak  
222 South 9th Street  
Suite 2500  
Minneapolis, MN 55402  
E-mail: rzak@berkleypublicentity.com

## Quote

**Date:** 9/12/2024

**Insured's Name and Address:**

City of Reno/Reno Redevelopment Agency  
1 E First St.  
Reno, NV 89501

**Producer's Name and Address:**

Aon Risk Services  
707 Wilshire Blvd., Suite 2600  
Los Angeles, CA 90017

We are pleased to offer this quotation based on the information submitted. The terms and conditions offered may differ from that requested in your submission. This quotation is valid until the effective date of coverage shown in the policy period below.

**Company:** Gemini Insurance Company

**Coverage Form:** Berkley Public Entity Premier - Excess Liability Follow Form Policy

**Policy Period:** 10/01/2024 to 10/01/2025  
12:01 a.m. Standard Time on both dates at the address of the Named Insured stated above.

**Policy Number:** TBD

**Prior Policy Number:** XPE0000302-01

### LIMITS OF INSURANCE

Each Occurrence, Accident, Act, or Claim	\$5,000,000
Aggregate (excluding Automobile Liability which is not subject to an Aggregate)	\$5,000,000

**Minimum Earned Premium at Inception:** 35 %

**Optional Terrorism Premium:** \$7,200

**Total Premium:** \$345,000

**(Excluding Terrorism If Applicable)**

**Commission:** 0 %

**Payment Plan:** Full Pay

### FOLLOWED POLICY:

**Carrier:** Safety National Casualty Corporation

**Policy Number:**

**Policy Period:** **Effective Date** 10/01/2024 **to Expiration Date** 10/01/2025

### Schedule of Forms and Endorsements

XFP 4000 07/24	Berkley Public Entity Premier - Excess Liability Follow Form Policy Declarations
XFP 4002 05/23	Schedule of Forms and Endorsements
XFP 4003 05/23	Schedule of Underlying Insurance

XFP 4001 05/23	Berkley Public Entity Premier Excess Liability Follow Form Policy
XFP 4200 05/23	Signatures
XFP 4202 05/23	Service of Suit
XFP 4203 05/23	Exclusion of Certified Acts of Terrorism
XFP 4204 05/23	Cap on Losses from Certified Acts of Terrorism
XFP 4205 05/23	Trade or Economic Sanctions
XFP 4327 05/23	Communicable Disease Exclusion
XFP 4333 05/23	Cyber Incident and Biometric Information Exclusion
XFP 4334 05/23	Perfluoroalkyl and Polyfluoroalkyl Exclusion
IL P 001 01/04	U.S. Treasury Department's Office Of Foreign Assets Control ("OFAC") Advisory Notice To Policyholders
LOSS Notice 01/23	Loss Notice

**Comments:** N/A

**Terms and Conditions:**

Quotation is subject to reconsideration if there are any significant changes in operations, exposure or experience prior to binding.

This Quotation is subject to receipt, review and acceptance of this/these outstanding item(s). Please forward to us at binding.

Quotation is invalid if any higher layer placed attracts an equal or higher premium per million than this policy.

- You are the surplus lines broker of record. It is your responsibility to follow applicable state surplus lines laws and, in particular, to see that the appropriate surplus lines taxes and stamping fee (if applicable) are collected, reported and paid.

**Subjectivities:**

This authorization is subject to receipt and review of the following information within the time period(s) stated. Upon receipt and review of the items listed below, we reserve the right to modify these Terms and Conditions in accordance with our Underwriting Guidelines.

- We require that you send us a completed and signed 'Broker Responsible for Surplus Lines Filings Agreement'. If this agreement is not received AT BINDING, we reserve the right to cancel this quote or binder and any policy issued in connection with it. Required within 10 Days of Binding.
- Copies of all bound underlying binders/policies, Required within 30 Days of Binding.
- Receipt of signed and dated Policyholder Disclosure Notice (TRIA), attached hereto, Required Prior to Binding.



## Surplus Lines Disclosure Form

A separate form for each State in which premium is allocated must be completed and returned in order to bind coverage

**Applicant Name and Address:**

**Insuring Company:**

**Line of Business:**

**Policy Term:**

**State:**

**Subject Premium:**

The Surplus Lines Filings and all required taxes/fees will be processed by:

**Name of Surplus Lines Broker:**

(Individual's Name)

**Company Name:**

**Licensee Address:**

**Surplus Lines Transaction #:**  
(including SLA, if applicable)

**Surplus Lines License No.:**

**License Date: (Eff. and Exp.)**

**FEIN: (Required for FL and LA)**

Person completing this form

Telephone Number

Date



## **NOTICE**

This endorsement forms a part of the policy to which it is attached. Please read it carefully.

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### **NEVADA SURPLUS LINES NOTIFICATION**

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#### **NOTICE TO THE INSURED**

<p><b>This insurance contract is issued pursuant to the Nevada insurance laws by an insurer neither licensed by nor under the supervision of the Division of Insurance of the Department of Business and Industry of the State of Nevada. If the insurer is found insolvent, a claim under this contract is not covered by the Nevada Insurance Guaranty Association Act.</b></p>
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**BERKLEY PUBLIC ENTITY PREMIER  
EXCESS LIABILITY FOLLOW FORM POLICY  
SCHEDULE OF FORMS AND ENDORSEMENTS**

**Policy Number:**

**Named Insured: City of Reno/Reno Redevelopment Agency**

<b>SCHEDULE OF FORMS AND ENDORSEMENTS:</b> (Other than applicable forms and endorsements shown elsewhere in the policy)			
<b>ENDORSEMENT NUMBER</b>	<b>FORM NUMBER</b>	<b>EDITION DATE</b>	<b>FORM TITLE</b>
	XFP 4000	07/24	Berkley Public Entity Premier - Excess Liability Follow Form Policy Declarations
	XFP 4002	05/23	Schedule of Forms and Endorsements
	XFP 4003	05/23	Schedule of Underlying Insurance
	XFP 4001	05/23	Berkley Public Entity Premier Excess Liability Follow Form Policy
01	XFP 4200	05/23	Signatures
02	XFP 4202	05/23	Service of Suit
03	XFP 4203	05/23	Exclusion of Certified Acts of Terrorism
04	XFP 4204	05/23	Cap on Losses from Certified Acts of Terrorism
05	XFP 4205	05/23	Trade or Economic Sanctions
06	XFP 4327	05/23	Communicable Disease Exclusion
07	XFP 4333	05/23	Cyber Incident and Biometric Information Exclusion
08	XFP 4334	05/23	Perfluoroalkyl and Polyfluoroalkyl Exclusion
	IL P 001	01/04	U.S. Treasury Department's Office Of Foreign Assets Control ("OFAC") Advisory Notice To Policyholders
	LOSS Notice	01/23	Loss Notice

**BERKLEY PUBLIC ENTITY PREMIER  
EXCESS LIABILITY FOLLOW FORM POLICY  
SCHEDULE OF UNDERLYING INSURANCE**

This schedule forms a part of the Policy Declarations.

**Policy Number:**

**Insured Name:** City of Reno/Reno Redevelopment  
Agency

**SCHEDULE OF UNDERLYING INSURANCE**

COVERAGE	INSURER POLICY NUMBER POLICY PERIOD	LIMITS OF INSURANCE	LAYER
General Liability	Safety National Casualty Corporation <b>Policy #:</b> 10/1/2024 - 10/1/2025	Each Occurrence Limit: \$5,000,000 General Aggregate Limit: \$5,000,000 Self-Insured Retention: \$1,000,000	1
Employee Benefits Liability	Safety National Casualty Corporation <b>Policy #:</b> 10/1/2024 - 10/1/2025	Each Employee Limit: \$5,000,000 Aggregate Limit: \$5,000,000 Self-Insured Retention: \$1,000,000	1
Commercial Automobile Liability	Safety National Casualty Corporation <b>Policy #:</b> 10/1/2024 - 10/1/2025	Each Accident Limit: \$5,000,000 Self-Insured Retention: \$1,000,000	1
Public Officials and Employment Practices Liability	Safety National Casualty Corporation <b>Policy #:</b> 10/1/2024 - 10/1/2025	Each Wrongful Act: \$5,000,000 Annual Aggregate Limit: \$5,000,000 Self-Insured Retention: \$1,000,000	1
Law Enforcement Liability	Safety National Casualty Corporation <b>Policy #:</b> 10/1/2024 - 10/1/2025	Each Occurrence Limit: \$5,000,000 Annual Aggregate Limit: \$5,000,000 Self-Insured Retention: \$1,000,000	1



**BERKLEY PUBLIC ENTITY PREMIER  
EXCESS LIABILITY FOLLOW FORM POLICY  
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**BERKLEY PUBLIC ENTITY PREMIER  
EXCESS LIABILITY FOLLOW FORM POLICY**

Various provisions in this **policy** restrict coverage. **SOME COVERAGE PROVIDED BY THIS POLICY MAY BE PROVIDED ON A CLAIMS MADE AND REPORTED BASIS.** Please read the entire **policy** and any **underlying insurance** carefully to determine rights, duties and what is and is not covered.

Throughout this **policy** the words **you** and **your** refer to the **named insured** shown on the Declarations. The words **we**, **us** and **our** refer to the company providing this insurance. The word **policy** means, collectively, the Declarations, the application, this coverage form and any endorsements attached hereto.

The word **insured** refers to any person or organization that qualifies as an insured in the **underlying insurance**. Other words and phrases that appear in bold have special meaning. Refer to **SECTION II. DEFINITIONS**.

## SECTION I. COVERAGE

### A. Insuring Agreement

We will pay on behalf of the **insured loss** in excess of the **underlying limits** to which this insurance applies. This insurance does not apply to **loss** which is subject to a **sublimit** under any **underlying insurance**.

This **policy** will follow the terms, conditions, exclusions and definitions of the **followed policy** except with respect to:

1. the limits of liability and premium;
2. any arbitration, service of suit or choice-of-law provision; and
3. any other provisions that are inconsistent with or contrary to the provisions of this **policy**.

If the **followed policy** applies on an occurrence basis, then this **policy** shall apply on an occurrence basis. If the **followed policy** applies on a claims made basis, then this **policy** shall apply on a claims made basis.

If any **intervening underlying policy** has terms, conditions, exclusions or definitions that are more restrictive than the **followed policy**, then this **policy** shall follow the more restrictive provision of the **intervening underlying policy**. In no event will this **policy** provide broader coverage than provided by any **underlying insurance**. If any **underlying insurance** does not apply for any reason other than exhaustion of the limits of liability, then this insurance will not apply.

Our obligation to pay for **loss** applies only after the **underlying limits** have been exhausted by payment of covered **loss** in accordance with **SECTION III. CONDITIONS, B. Attachment and Exhaustion of Underlying Limits**.

No other obligation or liability to pay sums or perform acts or services is covered unless otherwise stated in this **policy**.

### B. Limits of Insurance

1. The Each Occurrence, Claim, Accident or Wrongful Act Limit of Insurance stated on the Declarations is the maximum amount **we** will pay under this **policy** for **loss** resulting from any occurrence, claim, accident or wrongful act, as applicable, regardless of the number of:
  - a. persons, entities or organizations who are **insureds** under this **policy**;
  - b. coverages provided under this **policy**;
  - c. claims made or suits brought;
  - d. persons or organizations making claims; or
  - e. vehicles involved.
2. Subject to paragraph 1., above, the Aggregate Limit stated on the Declarations is the maximum **we** will pay under this **policy** for all **loss** to which this **policy** applies. Such Aggregate Limit shall apply in the same manner as the aggregate limit applies in the **followed policy**.

### C. Defense and Settlement

1. **We** have no duty to defend or assume charge of any investigation, settlement or defense of any claim, suit or proceeding against any **insured**. **We** have the right, but not the duty, to associate with the **insured**, **insurer**, or both, in the investigation, settlement or defense of any claim, suit or proceeding which in **our** opinion may create liability on **us** for payment of **loss** under this **policy**. If **we** exercise such right, **we** will do so at **our** own expense.

2. Notwithstanding paragraph 1. above, **we** will have the right and duty to defend suits or claims brought against an **insured** seeking damages to which this insurance applies only if:

- a. the terms of all **underlying insurance** obligate the **insurer** to defend such suits or claims; and
- b. all applicable **underlying limits** have been exhausted by payment of covered **loss**.

If claim expenses are included within the limit of insurance of the **underlying insurance**, then any such claim expenses **we** pay shall reduce the Limits of Insurance of this **policy**. If claim expenses are in addition to the limits of insurance of the **underlying insurance**, then any such claim expenses **we** pay shall not reduce the Limits of Insurance of this **policy**.

3. Subject to paragraph 2. above, **we** will not pay any claim expenses except as follows:

- a. payments allocated to a specific claim, suit or proceeding for the investigation, settlement or defense, including the **insured's** reasonable attorney fees and other litigation costs;
- b. post-judgment interest on the amount of a judgment to which this **policy** applies;
- c. all costs taxed against the **insured** in a suit **we** defend pursuant to paragraph 2., above, but not including plaintiff's attorneys' fees; and
- d. pre-judgment interest the **insured** is legally obligated to pay under a judgment to which this **policy** applies provided the **underlying insurance** covers pre-judgment interest. **Our** share of pre-judgment interest shall not exceed the proportion that the payment of damages under this **policy** bears to the total damages determined by final judgment.

4. When **our** applicable Limit of Insurance has been paid, **we** will no longer defend or associate with the **insured** in the defense or settlement of any claim or suit.

## SECTION II. DEFINITIONS

- 1. **Followed policy** means the policy or policies designated as such on the Declarations.
- 2. **Insurer** means the insurance company or companies providing the **underlying insurance**.
- 3. **Intervening underlying policy** means each policy listed on the Schedule of Underlying Insurance that is excess of the **followed policy** but underlying this **policy**.
- 4. **Loss** means those sums the **insured** is legally obligated to pay as damages in settlement of claims or suits or in satisfaction of awards or judgments to which this **policy** applies after proper deduction for all recoveries or salvages. **Loss** also includes reasonable claim expenses when **underlying insurance** includes claim expenses within the limits of insurance. If the **underlying insurance** provides that claim expenses are in addition to the limits of insurance, then **loss** does not include claim expenses.
- 5. **Named insured** means the **insured** named on the Declarations.
- 6. **Sublimit** means any limit of liability in any policy of **underlying insurance** that applies only to a particular type of coverage, claim, suit or **loss** and which limit is less than the **underlying limits** of liability of such **underlying insurance**.
- 7. **Underlying insurance** means the policy or policies of insurance as described on the Schedule of Underlying Insurance forming a part of this **policy**.
- 8. **Underlying limits** means the greater of the total limits of liability set forth on the Schedule of Underlying Insurance or the total limits of liability of **underlying insurance** as provided in **SECTION III. CONDITIONS, B. Attachment and Exhaustion of Underlying Limits**, plus any applicable self-insured retentions applicable to the **underlying insurance**. **Underlying limits** does not include any **sublimit** of liability provided in **underlying insurance**.

### SECTION III. CONDITIONS

Our obligations under this **policy** are conditioned on the following:

#### A. Maintenance of Underlying Insurance

1. **You** must maintain the **underlying insurance** in full effect with solvent **insurer** during the **policy** period shown on the Declarations, except for exhaustion of the aggregate limits by payment for covered **loss**.  
  
If any **underlying insurance** is not maintained in full effect, is materially changed, or if any limits of any **underlying insurance** are:
  - a. less than as stated on the Schedule of Underlying Insurance; or
  - b. unavailable due to bankruptcy or insolvency of an **insurer**then the insurance afforded by this **policy** shall apply in the same manner as if such **underlying insurance** had been in effect, available, so maintained and unchanged.
2. **You** shall provide **us** as soon as practicable with written notice and the full particulars of:
  - a. the exhaustion of the aggregate limit of liability of any **underlying insurance**;
  - b. any **underlying insurance** not being maintained in full effect during the **policy** period, including the cancellation or termination of any **underlying insurance**; and
  - c. any **insurer** becoming subject to receivership, liquidation, dissolution, rehabilitation or similar proceeding or being taken over by any regulatory authority.
3. The **insured** bears the risk that any **underlying insurance** is or may be uncollectible. This **policy** will not drop down or replace any **underlying insurance** for any reason, including, but not limited to, the uncollectibility, in whole or in part of, any **underlying insurance**, even if such uncollectibility is due to the financial impairment or insolvency of the **insurer**.

#### B. Attachment and Exhaustion of Underlying Limits

Our obligation to pay for covered **loss** shall attach only after exhaustion of **underlying limits** by payment of covered **loss** as follows:

1. If the applicable each occurrence, accident, wrongful act or claim limit of **underlying insurance** has been exhausted solely by payment of covered **loss**, then this **policy** shall apply to the amount of covered **loss** resulting from such occurrence, accident, wrongful act or claim that is excess of such exhausted limit.
2. If the aggregate **underlying limits** have been exhausted solely by payment of covered **loss**, then this **policy** will apply to covered **loss** in excess of the exhausted aggregate **underlying limits**.
3. In the event that any **underlying limits** are reduced or unavailable to an **insured** as a result of the financial impairment of an **insurer** providing **underlying insurance**, this **policy** shall apply only to the amount of covered **loss** in excess of the **underlying limits**.
4. In no event shall any **underlying limits** be reduced or exhausted by payment of any amount for which coverage is not afforded by this **policy**.

If any **underlying insurance** shown on the Schedule of Underlying Insurance has:

- i. A limit of liability greater than the amount stated on the Schedule of Underlying Insurance, then this **policy** will apply to **loss** in excess of that greater amount.



- ii. A limit of liability less than the amount stated on the Schedule of Underlying Insurance, then this **policy** will apply to **loss** in excess of the amount stated on the Schedule of Underlying Insurance.

### C. Appeals

**We** have the right, but not the duty to appeal a judgment against any **insured** under this **policy** if:

1. the judgment is for more than the amount of the remaining **underlying limits**; and
2. the **insured** or the **insurer** does not appeal.

### D. Notice and Cooperation

1. The **insured** shall give **us** and its **insurer** all information, assistance and cooperation that **we** and they may request and any assistance **we** reasonably request in the enforcement of any right against any person or organization which may be liable.
2. **You** must notify **us** in writing as soon as practicable of any incident or circumstance which may give rise to a suit or claim against an **insured** that is reasonably likely to result in liability for **us** under this **policy** and of any accident, occurrence, wrongful act, suit or claim, which:
  - a. is filed as a class action, whether or not any such class action or class is certified;
  - b. results in the establishment of a reserve, or would reasonably require the establishment of a reserve, for damages that equal or exceed 50% of the **underlying limits**;
  - c. involves a notice of claim or suit for which damages are reasonably likely to equal or exceed 25% of the **underlying limits**; or
  - d. involves or alleges any of the following:
    - i. any injury to the spinal cord or vertebrae, including paraplegia, quadriplegia and partial paralysis;
    - ii. any serious head injury, including skull fracture;
    - iii. a brain or brain stem injury;
    - iv. any burn to 25% or more of the body;
    - v. a fatality;
    - vi. any amputation or loss of use of a major extremity or multiple minor extremities;
    - vii. any sensory loss (such as sight, hearing, smell, touch or taste);
    - viii. multiple fractures or serious disfigurement or scarring;
    - ix. bodily injury resulting from use of a lethal or non-lethal weapon; or
    - x. sexual abuse or sexual molestation; or
  - e. is scheduled for trial or an arbitration hearing at least ninety (90) days before the trial or arbitration.
3. All notices under this **policy** shall be given as provided for in the **underlying insurance**. In addition, all notices to **us** under this **policy** shall be sent to the address below or any substitute address as provided by **us**:

Berkley Public Entity, LLC  
Attention: Claims Department  
200 Princeton South Corporate Center  
Suite 280

Ewing, NJ 08628

PublicEntityClaims@berkleypublicentity.com

Notice shall be deemed given to **us** as soon as practicable if the department or person to whom **you** have delegated reporting responsibility notifies **us** as soon as practicable after such department or person has such knowledge.

#### **E. Extended Reporting Period Premium**

If coverage is provided on a claims made basis, **we** will provide an extended reporting period to the same extent they are provided in the **followed policy**. **We**, however, shall not reinstate any Limit of Insurance during any extended reporting period. If **you** elect an extended reporting period, following the cancellation or non-renewal of this **policy**, **you** must also elect the extended reporting period in the **followed policy**, and **you** shall pay to **us** an additional premium which **we** will determine in accordance with **our** rules and rates. The additional premium will not exceed 250% of the annual premium for the applicable coverage.

#### **F. Financial Impairment**

Bankruptcy or insolvency of any **insured** or the estate of any **insured** shall not relieve **us** of **our** obligations nor deprive **us** of any rights or defenses under this **policy**.

#### **G. Termination of the Policy**

1. The **named insured** may cancel this **policy** at any time by sending **us** a written request or by returning the **policy** stating the date of cancellation.
2. **We** may cancel this **policy** at any time by mailing to the **named insured** a notice of cancellation sixty (60) days in advance of the cancellation date or ten (10) days in advance of the cancellation date in the event cancellation is for non-payment of premium. **Our** notice of cancellation will be mailed to the **named insured's** last known address, and will indicate the date on which coverage is terminated.
3. If **you** cancel this **policy**, the return premium will be computed at 90% of the pro rata premium, subject to the Minimum Earned Premium stated on the Declarations. If **we** cancel, return premium will be computed pro rata, subject to the Minimum Earned Premium stated on the Declarations.
4. If this **policy** insures more than one **named insured**, cancellation may be effected by the **named insured** shown on the Declarations for the account of all the **named insureds**. Notice of cancellation by **us** to the **named insured** will be deemed notice to all **insureds** and payment of any return premium to such **named insured** will be for the account of all interests.
5. This **policy** shall also terminate at the earliest of the following times:
  - a. upon expiration of the **policy** period as set forth on the Declarations; or
  - b. at such other time as may be agreed upon by **us** and the **named insured**.
6. Either party may elect to non-renew this **policy** at its expiration date for any reason.

#### **H. When Loss is Payable**

**Loss** is not payable by **us** until:

1. the **insurer** providing **underlying insurance** is obligated to pay the full amount of its applicable limit of insurance for **loss** also covered by this **policy**; and
2. the **insured's** legal obligation is evidenced either by a judgment against the **insured** after an actual trial, by an arbitration award entered as a judgment or by a written settlement agreement executed by the **insured** and the claimant and agreed to by **us**.

## ENDORSEMENT

This endorsement forms a part of the policy to which it is attached. Please read it carefully.

### SIGNATURES

Policy Number	Endorsement Effective Date	Endorsement Number
	10/01/2024	

## GEMINI INSURANCE COMPANY

### A STOCK COMPANY

THIS POLICY CONSISTS OF:

- Declarations;
- The Coverage Form; and
- Endorsements, Notices and other Forms attached hereto.

In Witness Whereof, **we** have caused this **policy** to be executed and attested, and, if required by state law, this **policy** shall not be valid unless countersigned by **our** authorized representative.



W. Robert Berkley, Jr., Director and President



Philip S. Welt, Secretary

All other terms and conditions of the **policy** remain unchanged.

\_\_\_\_\_  
Authorized Representative

## ENDORSEMENT

This endorsement forms a part of the policy to which it is attached. Please read it carefully.

### SERVICE OF SUIT

Policy Number	Endorsement Effective Date	Endorsement Number
	10/01/2024	

This endorsement modifies insurance provided under the following:

#### **BERKLEY PUBLIC ENTITY PREMIER EXCESS LIABILITY FOLLOW FORM POLICY**

Service of process of suits against the company may be made upon the following person, or another person the company may designate, at the address set forth below:

Claims Department  
Berkley Public Entity (a Berkley Company)  
200 Princeton South Corporate Center, Suite 280  
Ewing, NJ 08628

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.

The law of some jurisdictions of the United States of America require that the Superintendent, Commissioner or Director of Insurance (or their successor in office) be designated as the company's agent for service of process. In these jurisdictions, the company designates the Superintendent, Commissioner or Director of Insurance as the company's agent upon whom service of process on the company's behalf may be made. The company also authorizes the Superintendent, Commissioner or Director of Insurance to mail process received on the company's behalf to the company person named above.

If the **insured** is a resident of Canada, the **insured** may also serve suit upon the company by serving the government official designated by the law of the **insured's** province.

NOTHING HEREIN 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.

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Authorized Representative

## ENDORSEMENT

This endorsement forms a part of the policy to which it is attached. Please read it carefully.

### EXCLUSION OF CERTIFIED ACTS OF TERRORISM

Policy Number	Endorsement Effective Date	Endorsement Number
	10/01/2024	

This endorsement modifies insurance provided under the following:

#### BERKLEY PUBLIC ENTITY PREMIER EXCESS LIABILITY FOLLOW FORM POLICY

You and we agree that the **policy** is amended as follows:

1. This **policy** does not apply to and **we** have no duty to defend or to pay any **loss** alleging, based upon, arising out of, attributable to, directly or indirectly resulting from, in consequence of, or in any way involving:

**Any injury or damage** arising, directly or indirectly, out of a **certified act of terrorism**.

2. **SECTION II. DEFINITIONS** is amended to add the following definitions for the purposes of this endorsement:

**Any injury or damage** means any injury or damage covered under any coverage of the **policy**, including, without limitation, bodily injury, property damage, personal injury, advertising injury, damages and claim expenses as defined in the **followed policy**.

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

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

All other terms and conditions of the **policy** remain unchanged.

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Authorized Representative

## ENDORSEMENT

This endorsement forms a part of the policy to which it is attached. Please read it carefully.

### CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

Policy Number	Endorsement Effective Date	Endorsement Number
	10/01/2024	

This endorsement modifies insurance provided under the following:

#### BERKLEY PUBLIC ENTITY PREMIER EXCESS LIABILITY FOLLOW FORM POLICY

You and we agree that the **policy** is amended to add the following:

##### Cap on Losses from Certified Acts of Terrorism

1. If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and **we** have met **our** insurer deductible under the Terrorism Risk Insurance Act, **we** shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.
2. Notwithstanding the foregoing, the **policy** does not apply to **any injury or damage** that is otherwise excluded under any coverage of the **policy**.
3. The following definitions apply under this endorsement:

**Any injury or damage** means any injury or damage covered under the **policy**, including, without limitation, bodily injury, property damage, personal injury, advertising injury, damages and claim expenses as defined in the **followed policy**.

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

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

All other terms and conditions of the **policy** remain unchanged.

\_\_\_\_\_  
Authorized Representative

## ENDORSEMENT

This endorsement forms a part of the policy to which it is attached. Please read it carefully.

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### TRADE OR ECONOMIC SANCTIONS

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Policy Number	Endorsement Effective Date	Endorsement Number
	10/01/2024	

This endorsement modifies insurance provided under the following:

#### **BERKLEY PUBLIC ENTITY PREMIER EXCESS LIABILITY FOLLOW FORM POLICY**

**You** and **we** agree that the **policy** is amended as follows:

This **policy** does not apply to and **we** have no duty to defend or to pay any **loss** alleging, based upon, arising out of, attributable to, directly or indirectly resulting from, in consequence of, or in any way involving:

Trade or economic sanctions or other laws or regulations, including, but not limited to, sanctions administered and enforced by the United States Treasury Department's Office of Foreign Assets Control, that prohibit **us** from providing insurance, including but not limited to, the payment of **loss**.

All other terms and conditions of the **policy** remain unchanged.

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Authorized Representative

## ENDORSEMENT

This endorsement forms a part of the policy to which it is attached. Please read it carefully.

### COMMUNICABLE DISEASE EXCLUSION

Policy Number	Endorsement Effective Date	Endorsement Number
	10/01/2024	

This endorsement modifies insurance provided under the following:

#### BERKLEY PUBLIC ENTITY PREMIER EXCESS LIABILITY FOLLOW FORM POLICY

You and we agree that the **policy** is amended as follows:

1. This **policy** does not apply to and **we** have no duty to defend or to pay any **loss**, liability, injury, damages, cost, expense, fee or any other payment of any kind alleging, based upon, arising out of, attributable to, directly or indirectly resulting from, in consequence of, or in any way involving:
  - a. any **communicable disease**;
  - b. the fear or threat (whether actual or perceived) of a **communicable disease**;
  - c. the actual or alleged transmission, spread or failure to prevent, suppress or remove a **communicable disease**;
  - d. any requirement or recommendation of any **governmental authority** regarding a **communicable disease**;
  - e. the reporting of, monitoring of, disclosure of, testing for, or failure to report, monitor, disclose or test for a **communicable disease**;
  - f. supervising, hiring, employing, training or monitoring of others that may be infected with or spread a **communicable disease**; or
  - g. failure to prevent or contain the spread of a **communicable disease**.

This exclusion applies regardless of whether:

- (1) any other cause, event, material, product or incident, of whatever kind or nature contributed, concurrently or in any sequence, to the actual or alleged liability, injury, **loss**, damage, claim, cost, expense or any other payment of any kind; or
  - (2) such actual or alleged liability, injury, **loss**, damage, claim, cost, expense or any other payment of any kind is based upon, caused by, results from, arises from, relates to, or is attributable, in whole or in part, to the acts or failure to act of any person or entity including, without limitation, any **insured**.
2. **SECTION II. DEFINITIONS** is amended to add the following:

**Communicable disease** means disease, illness or condition directly or indirectly based upon, caused by, arising out of, relating or attributable to, in whole or in part, any actual, alleged, direct or indirect contact with or exposure to any **infectious agent**.

**Governmental authority** means any foreign, international, federal, state, or local government, regulatory entity, administrative body, judicial body, quasi-governmental entity, or in each case, any subdivision or instrumentality thereof, and includes without limitation, any statute, regulation, law, ordinance, order, directive or guidance issued by any of them.

**Infectious agent** means one or more of any bacteria, viruses, markers, microbial agents, microorganisms, biological organisms, parasites, insects, protozoa, or any other source,



combination, variant or mutation thereof, capable of transmission or spreading by any means from any source.

All other terms and conditions of the **policy** remain unchanged.

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Authorized Representative

## ENDORSEMENT

This endorsement forms a part of the policy to which it is attached. Please read it carefully.

### CYBER INCIDENT AND BIOMETRIC INFORMATION EXCLUSION

Policy Number	Endorsement Effective Date	Endorsement Number
	10/01/2024	

This endorsement modifies insurance provided under the following:

#### BERKLEY PUBLIC ENTITY PREMIER EXCESS LIABILITY FOLLOW FORM POLICY

You and we agree that the **policy** is amended as follows:

1. This **policy** does not apply to and **we** have no duty to defend or to pay any **loss** alleging, based upon, arising out of, attributable to, directly or indirectly resulting from, in consequence of, or in any way involving:

##### Cyber Incident and Biometric Information

a. Any:

- i. unauthorized access to, acquisition, use, collection, copying, processing, storage, dissemination, publication or disclosure of;
- ii. theft, alteration, misuse, loss, misappropriation, disruption of, or damage to; or
- iii. failure to provide access to, remove, rectify, destroy, protect or secure, including, but not limited to, failure to encrypt

any person's or organization's **confidential information** whether it is **electronic data** or in any other form or medium.

- b. Loss of, loss of use of, damage to, corruption or impairment of, damage to, disruption or destruction of, or inability to access, alter or manipulate **electronic data**.

c. Any:

- i. denial of service attack on;
- ii. misappropriation, diversion, loss or misuse of; or
- iii. denial of access to or service of, interruption of service, degradation, loss of use, alteration, failure, destruction, corruption, impairment of

any **computer system**, including any **insured's** or other person's or organization's **computer system**.

- d. Malicious code, virus or any other harmful code that:

- i. is directed at, enacted upon or introduced into **electronic data** or any **computer system**; or
- ii. is designed to access, alter, corrupt, damage, delete, destroy, disrupt, encrypt, exploit, use, prevent or restrict access to, or otherwise disrupt the normal functioning or operation of **electronic data** or any **computer system**.

- e. Transfer, payment or delivery of money or any form of currency, including virtual currency, in response to a fraudulent instruction or demand.

- f. Demand for a ransom payment (in money, or any form of currency, including virtual currency, or property or services), made in connection with the actual or threatened perpetuation of that which is described in paragraphs **a.** through **e.** above.
- g. Notification costs, credit monitoring expenses, payment card replacement costs, forensic expenses, crisis management expense, public relations expenses or any other **loss**, cost or expense incurred by **you** or others arising out of that which is described in paragraphs **a.** through **f.** above.
- h. Failure (including, but not limited to, failure to timely or properly act) to notify of, disclose, prepare for, respond to, protect against, remediate, mitigate or comply with any statutory, regulatory, contractual, common law or other legal obligation relating to that which is described in paragraphs **a.** through **f.** above.
- i. The actual or alleged collection, use, access, safeguarding, sharing, storage, retention, conversion, disclosure, sale, disposal, transmitting, distributing, or destruction of any **Biometric identifiers** or **Biometric information**, or failure to obtain consent for any of the foregoing.
- j. Any **loss**, investigation, demand or proceeding involving an actual or alleged invasion of privacy or violation of a right to privacy and any **Biometric identifiers** or **Biometric information**.
- k. An actual or alleged violation of any privacy law, including:
  - i. the Illinois Biometric Information Privacy Act (BIPA);
  - ii. the California Consumer Privacy Act (CCPA);
  - iii. the California Privacy Rights Act (CPRA);
  - iv. the EU General Data Protection Regulation (GDPR); or
  - v. any other similar law, ordinance, regulation, or statute anywhere in the world that governs or relates to the collection, use, access, safeguarding, sharing, storage, retention, conversion, disclosure, sale, disposal, transmitting, distributing, or destruction of any **Biometric identifiers** or **Biometric information** or obtaining consent for any of the foregoing.

This exclusion applies regardless of:

- (1) any **insured's** culpability or intent;
- (2) whether the **loss** alleges negligence, a wrongful act or other wrongdoing, in whole or in part, arising out of hiring, placing, supervising, employing, training or monitoring of others, or the maintenance or security of any premises;
- (3) whether any other cause or event contributes concurrently or in any sequence to the **loss**; and
- (4) even if a **loss** is claimed for bodily injury, property damage, advertising injury or personal injury as defined in the **followed policy**.

**2. SECTION II. DEFINITIONS** is amended to include the following:

**Biometric identifiers** means any physical, genetic, physiological, biological, or behavioral characteristic or attribute that allows an individual to be identified. Without limiting the foregoing, **biometric identifiers** includes but is not limited to the following:

- a. retina or iris scan;
- b. fingerprint;
- c. voiceprint;
- d. DNA;
- e. finger, hand, or palm scan;

- f. scan of hand or face geometry;
- g. vein patterns;
- h. voice recordings;
- i. keystroke patterns or rhythms;
- j. gait patterns or rhythms;
- k. sleep, health, or exercise data that contain identifying information; or
- l. any other biometric algorithm or measurement of a. through k. or any other physical, genetic, physiological, biological or behavioral characteristic or attribute which allows an individual to be identified.

**Biometric information** means any information, regardless of how it is captured, converted, stored, or shared, that is based on, or includes, any **biometric identifiers**.

**Computer system** means:

- a. any computer hardware, including but not limited to:
  - i. computers;
  - ii. transportable, mobile or handheld devices;
  - iii. data storage and data processing devices;
  - iv. networking equipment and backup facilities, including cloud computing devices and facilities;
  - v. associated input and output devices (including, but not limited to, wireless and mobile devices);
  - vi. any related peripheral components; or
  - vii. communication networks, connected to or used in connection with such computers, equipment, facilities or devices.
- b. firmware and electronic instructions that direct the operation and function of a computer or devices connected to it, which enables the computer or devices to receive, process, store or send **electronic data**.

**Confidential information** means non-public information, confidential information, personal information or personal data, including, but not limited to:

- a. non-public information about a person that allows such person to be uniquely and reliably identified or allows access to the person's financial account or medical records information;
- b. patents, trade secrets, processing methods, customer or customer-related information (including, but not limited to, customer lists); or
- c. business plans or records, financial information, personally identifiable information, credit or payment card information (including, but not limited to, credit, debit or stored value cards), medical or health information or any type or combination of types of the foregoing.

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

All other terms and conditions of the **policy** remain unchanged.

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Authorized Representative

## ENDORSEMENT

This endorsement forms a part of the policy to which it is attached. Please read it carefully.

### PERFLUOROALKYL AND POLYFLUOROALKYL EXCLUSION

Policy Number	Endorsement Effective Date	Endorsement Number
	10/01/2024	

This endorsement modifies insurance provided under the following:

#### BERKLEY PUBLIC ENTITY PREMIER EXCESS LIABILITY FOLLOW FORM POLICY

**You** and **we** agree that the **policy** is amended as follows:

This **policy** does not apply to and **we** have no duty to defend or to pay any **loss** alleging, based upon, arising out of, attributable to, directly or indirectly resulting from, in consequence of, or in any way involving:

- a. the actual, alleged or threatened inhalation of, ingestion of, contact with or exposure to the toxic or pathological properties of perfluoroalkyl, perfluoroalkyl compounds, polyfluoroalkyl, or polyfluoroalkyl compounds in any form or to structures, materials, goods or products containing perfluoroalkyl, perfluoroalkyl compounds, polyfluoroalkyl or polyfluoroalkyl compounds;
- b. the use of perfluoroalkyl, perfluoroalkyl compounds, polyfluoroalkyl or polyfluoroalkyl compounds in the construction or manufacturing of any good, product or structure or the presence of perfluoroalkyl, perfluoroalkyl compounds, polyfluoroalkyl or polyfluoroalkyl compounds in any material, good, product or structure;
- c. the abatement, mitigation, removal, containment or disposal of perfluoroalkyl, perfluoroalkyl compounds, polyfluoroalkyl or polyfluoroalkyl compounds contained in any land, surface water, groundwater, water supply, water system, materials, goods, products or structures or the failure to abate, mitigate, remove, contain or dispose of perfluoroalkyl, perfluoroalkyl compounds, polyfluoroalkyl or polyfluoroalkyl compounds contained in any land, surface water, groundwater, water supply, water system, materials, goods, products or structures;
- d. any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with **a.**, **b.** or **c.**, above;
- e. investigation or defense of any **loss** or payment of any fine or penalty or any other cost or expense related to **a.**, **b.**, **c.** or **d.**, above; or
- f. any obligation to share or contribute with anyone else, or to repay anyone else, for **loss**, claim expenses, remediation costs or other relief or compensation of any kind in connection with **a.**, **b.**, **c.**, **d.** or **e.**, above.

All other terms and conditions of the **policy** remain unchanged.

\_\_\_\_\_  
Authorized Representative

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

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of **your policy**. **You** should read **your policy** and review **your** Declarations page for complete information on the coverages **you** are provided.

This Notice provides information concerning possible impact on **your** insurance coverage due to directives issued by OFAC. Please read this Notice carefully.

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

As "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site- <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that **you** or any other **insured**, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance **policy** is considered to be such a blocked or frozen contract no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.



**IN CASE OF LOSS  
REFER NOTICE IMMEDIATELY TO:**

Email:	PublicEntityClaims@berkleypublicentity.com
Mailing Address:	200 Princeton South Corporate Center, Suite 280 Ewing, NJ 08628
Contact:	Berkley Public Entity Claims Department
Telephone:	609-963-3320

**POLICYHOLDER DISCLOSURE  
NOTICE OF TERRORISM  
INSURANCE COVERAGE**

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, (the “Act”), 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 that is 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.

Coverage under your policy may be affected as follows:

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS 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 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 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 ACT, 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.

**Acceptance or Rejection of Terrorism Insurance Coverage**

<input type="checkbox"/>	I hereby elect to purchase terrorism coverage, subject to the limitations of the Act, for acts of terrorism as defined in the Act, for a prospective premium of \$7,200.00
<input type="checkbox"/>	I hereby decline to purchase terrorism coverage for certified acts of terrorism. I understand that I will have no coverage for losses resulting from certified acts of terrorism.

\_\_\_\_\_  
Policyholder/Applicant’s Signature

\_\_\_\_\_  
Insurance Company

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Policy Number

\_\_\_\_\_  
Date



August 28, 2024

## **AUTHORIZATION OF INSURANCE - SUMMARY**

Below is a summary of the terms and conditions that have been authorized. This is for reference purposes only. Please refer to the attached Carrier Quote and the policy forms for the actual coverage provided.

### **SUMMARY**

INSURED:	City of Reno								
MAILING ADDRESS:	1 East First Street Reno, NV 89501								
CARRIER:	The Princeton Excess and Surplus Lines Insurance Company (Non-Admitted)								
PROPOSED POLICY PERIOD:	From 10/1/2024 to 10/1/2025 12:01 A.M. Standard Time at the Mailing Address shown above								
PERILS:	Earth Movement Only <b>excluding</b> Flood and Earth Movement Sprinkler Leakage <i>and as more fully defined in the attached Carrier Quote and the policy forms.</i>								
LIMITS OF LIABILITY:	\$25,000,000 (being 100%) part of \$25,000,000 excess \$25,000,000 per occurrence and in the annual aggregate as respects Earth Movement <i>and as more fully defined in the attached Carrier Quote and the policy forms.</i>  <u>Sublimits:</u> Please refer to the attached Carrier Quote and the policy forms.								
POLICY PREMIUM:	<table><tr><td>Premium</td><td>\$305,000.00</td></tr><tr><td>Fees</td><td>\$300.00</td></tr><tr><td>Surplus Lines Taxes and Fees</td><td>\$11,906.70</td></tr><tr><td><b>Total</b></td><td><b>\$317,206.70</b></td></tr></table>	Premium	\$305,000.00	Fees	\$300.00	Surplus Lines Taxes and Fees	\$11,906.70	<b>Total</b>	<b>\$317,206.70</b>
Premium	\$305,000.00								
Fees	\$300.00								
Surplus Lines Taxes and Fees	\$11,906.70								
<b>Total</b>	<b>\$317,206.70</b>								
TRIA PREMIUM:	\$152,500.00 (Not included in the above premium or tax summary. Additional charges will apply if purchased.)								
MINIMUM EARNED PREMIUM:	25% except Hurricane Minimum Earned Premium or similar (if applicable)								
COMMISSION:	0.000% of premium excluding fees and taxes								

## SURPLUS LINES TAX SUMMARY

HOME STATE: Nevada

### FEES:

Fee	Taxable	Amount
CAT Market Modeling Fee	Yes	\$300.00
<b>Total Fees</b>		<b>\$300.00</b>

### SURPLUS LINES TAX CALCULATION:

State	Description	Taxable Premium	Taxable Fee	Tax Basis	Rate	Tax
Nevada	Surplus Lines Tax	\$305,000.00	\$300.00	\$305,300.00	3.500%	\$10,685.50
	Stamping Fee	\$305,000.00	\$300.00	\$305,300.00	0.400%	\$1,221.20
<b>Total Surplus Lines Taxes and Fees</b>						<b>\$11,906.70</b>

**Important Notice:** Surplus Lines Tax Rates and Regulations are subject to change which could result in an increase or decrease of the total Surplus Lines Taxes and Fees owed on this placement. If a change is required, we will promptly notify you. Any additional taxes owed must be promptly remitted.

**The following Carrier Quote sets out further the coverage terms and conditions being proposed. Please read all terms and conditions carefully as they may not conform to the specifications that were requested.**

If after reviewing you should have any questions or requested changes, please let us know as soon as possible so we can discuss with the carrier prior to the effective date of coverage.

Thank you for the opportunity to provide this Quotation and I look forward to hearing from you.

Sincerely,

**Katlyn Reimer**

Associate Broker

T 732.634.8770 | [katlyn.reimer@amwins.com](mailto:katlyn.reimer@amwins.com)

Amwins Insurance Brokerage, LLC

105 Fieldcrest Ave | Suite 200 | Edison, NJ 08837 | [amwins.com](http://amwins.com)

On behalf of,

**Michael Wood**

Executive Vice President | CA License 0I21118

T 732.512.2560 | M 516.458.1044 | F 732.346.0131 | [michael.wood@amwins.com](mailto:michael.wood@amwins.com)

Amwins Insurance Brokerage, LLC

In California: Amwins Brokerage Insurance Services | License 0F19710

105 Fieldcrest Ave | Suite 200 | Edison, NJ 08837 | [amwins.com](http://amwins.com)

## **SURPLUS LINES DISCLOSURE**

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### **Nevada**

This insurance contract is issued pursuant to the Nevada insurance laws by an insurer neither licensed by nor under the supervision of the Division of Insurance of the Department of Business and Industry of the State of Nevada. If the insurer is found insolvent, a claim under this contract is not covered by the Nevada Insurance Guaranty Association Act.



# ARROWHEAD

## Special Risk Division

**We are pleased to provide you with the following quotation. Please review it carefully. Coverages, terms and conditions may be different or more restrictive than what was requested.**

Quote Date: 8/26/2024      Quote Valid Until: 10/1/2024 12:01 AM; Local time at the      Account Number: 166722  
location of the property involved

Written request to bind is needed prior to the expiration of this quote or the quote will be considered closed

Named Insured: CITY OF RENO      Term: 10/1/2024 to 10/1/2025  
Mailing Address: 1 EAST FIRST STREET, RENO, NV 89501

Renewal of 153994

☐ New Business

### Layer 1 Carrier Listing:

Princeton Excess & Surplus Lines Insurance Company      100.00%      \$25,000,000

*NON ADMITTED CARRIERS - Current rating may be found at [ambest.com](http://ambest.com)*

Perils: Earth Movement only Excluding Flood, Excluding Earth Movement Sprinkler Leakage

☒ Terrorism (TRIPRA of 2015)

☒ Building Ordinance Coverage A: Included. ICC/Demo: Excluded.

\*(coverage applies to Building Ordinance only)

If excess - BO coverage applies only if all underlying carriers are including with no sublimits

Layer 1: \$ 25,000,000 (100.00%) part of \$ 25,000,000 excess of \$ 25,000,000

*Limits apply per occurrence and in the aggregate for the following: Earthmovement*

**Deductibles:**      NV      EQ      2 %      per Unit

☐ Including Time Element -

☐ Business Income

☐ Extra Expense

☐ Rental Value

☒ Excluding Time Element

BI deductible if different from PD:

Minimum EQ Deductible:

**\$ 250,000**

EQSL:

**Excluded**

Flood:

**Excluded**

AOP:

**Excluded**

Terrorism:

**Same as EQ**

Unit is defined as: a) Each Separate Building or Structure  
b) Contents in each Separate Building or Structure  
c) Property in the Yard  
d) Business Income/Extra Expense

Property	<input checked="" type="checkbox"/>	Real Property	<input checked="" type="checkbox"/>	Business Personal Property
Covered:	<input type="checkbox"/>	Hard Costs	<input type="checkbox"/>	Soft Costs
	<input type="checkbox"/>	Business Income	<input type="checkbox"/>	EDP
	<input type="checkbox"/>	Extra Expense	<input checked="" type="checkbox"/>	Tenant Improvements/Betterments
	<input type="checkbox"/>	Rental Value	<input type="checkbox"/>	Stock
	<input type="checkbox"/>	Leasehold Interests	<input checked="" type="checkbox"/>	Machinery and Equipment
	<input type="checkbox"/>	Contingent Business Income	<input type="checkbox"/>	Accounts Receivable
	<input type="checkbox"/>	Per Submission	<input type="checkbox"/>	Valuable Papers
	<input type="checkbox"/>	Fine Arts	<input type="checkbox"/>	
	<input type="checkbox"/>		<input type="checkbox"/>	
	<input type="checkbox"/>		<input type="checkbox"/>	

Valuation:	Property Damage	<input checked="" type="checkbox"/> RC	<input type="checkbox"/> ACV
	Time Element including Extra Expense	<input type="checkbox"/> RC	<input checked="" type="checkbox"/> ALS

Territory/Locations: Nevada locations only per SOV on file with company dated 8/15/2024

TIV: \$ 748,386,887

Forms:

<input type="checkbox"/>	Company Form
<input type="checkbox"/>	Company Excess Follow Form (subject to review and approval of form we are to follow)
	<b>Copy of policy we are to follow must be received within 75 days of effective date or we will issue our form</b>
<input checked="" type="checkbox"/>	Manuscript Form (subject to approval of final executed policy form and approval of form we are following if following form)
	<b>Manuscript form and copy of policy we are to follow must be received within 75 days of effective date or we will issue our form</b>

**If doing Excess Follow Form or Manuscript Form, we require a complete copy of the policy we are following which is subject to approval prior to issuing our policy. Our policy will not be issued without it.**

Exclusions:	<input checked="" type="checkbox"/>	Pollution (Company Form)		
	<input checked="" type="checkbox"/>	Asbestos / Contamination (Company Form)		
	<input checked="" type="checkbox"/>	Mold (Company Form)		
	<input checked="" type="checkbox"/>	Flood	<input checked="" type="checkbox"/> EQSL	<input checked="" type="checkbox"/> Theft
	<input type="checkbox"/>	Flood - locations located in 100 year flood plain		
	<input type="checkbox"/>	Flood - locations located in 100 year flood plain, X500, X(Shaded) and B flood zones		
	<input type="checkbox"/>	Building Ordinance, Increased Cost of Construction and Demolition		
	<input checked="" type="checkbox"/>	Exclude but allow ICC and Demo losses to erode the aggregate		
	<input checked="" type="checkbox"/>	Boiler and Machinery		
	<input checked="" type="checkbox"/>	Communicable Disease, Virus or Bacteria		
	<input checked="" type="checkbox"/>	Cyber Exclusion Endorsement		
	<input type="checkbox"/>	Underlying Sublimited Coverages Exclusion		
	<input checked="" type="checkbox"/>	All Risk Perils (Including Windstorm)		
	<input checked="" type="checkbox"/>	Ensuing Loss		
	<input checked="" type="checkbox"/>	Existing Damage		
	<input checked="" type="checkbox"/>	War Exclusion		
	<input checked="" type="checkbox"/>	Nuclear/Radioactive/Biological and Chemical Exclusion		

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Conditions:

<input checked="" type="checkbox"/>	Warrant All Risk Underlyer
<input checked="" type="checkbox"/>	Debris Removal clause (Company Form)
<input checked="" type="checkbox"/>	Excess Limit of Liability and Participation Clause (Company Form)
<input checked="" type="checkbox"/>	Drop Down clause applicable only to covered locations, perils and interests
<input type="checkbox"/>	Statement of Values form
<input checked="" type="checkbox"/>	drop down allows erosion of u/l for sublimits

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PREMIUM: \$ 305,000	25% Minimum Earned
TRIPRA of 2015 Premium: \$ 152,500	Not included in premium above
Total Premium \$ 457,500	
Catastrophe Analysis Fee: \$ 300	Fully Earned
Inspection Fee: \$ 0	Fully Earned

**Plus applicable SLA Taxes and Fees - broker is responsible for the calculation of these taxes and fees, payment to the appropriate SLA office and filing of the SLA form. Broker is responsible for maintaining signed insurance applications and acknowledgement of state fraud warnings.**

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*This quote does not guarantee the addition of additional locations/coverages at the account rate or any rate. Should coverage be bound, the agreement to add additional locations/coverages is subject to carrier approval.*

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Quote Subject to:

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Comments:

This insurance does not apply to "bodily injury", "property damage", "time element" or "personal and advertising injury" arising out of the actual or alleged transmission of a communicable disease caused by either virus or bacteria whether engineered or naturally occurring.

changes to u/l form:

The following do not apply, however sublimits are not covered in our layer but are allowed to erode the u/l

F 3 Miscellaneous unnamed locs

Time element and Contingent time element

Newly acquired

Boiler & Machinery

Cancellation clause

AMWINS EXCESS FOLLOW FORM CHANGES:

PG 1 #1 AND 2- WE WILL USE OUR 0707XS LIMITS FORM

LEAD INS, PERILS ETC NEED TO BE CORRECTED

EARTH MOVEMENT is:

Natural Earthquake, landslide, subsidence or sinking, rising or shifting of the earth, avalanche, or volcanic eruption; regardless of any other cause or event contributing concurrently or in any other sequence of loss.

However, physical loss or damage from fire, explosion, sprinkler leakage or FLOOD caused by EARTH MOVEMENT will not be considered to be loss by EARTH MOVEMENT within the terms and conditions of this Policy.

XS PHYS DAM #8 DNA

LOSS ADJ- IN CONJUNCTION WITH ACM

This quote may vary from coverage requested.

This quote is a summary of coverage and may not be all encompassing. In the event of difference, policy language will prevail. Locations covered under this policy may be subject to inspection and underwriting action may be taken if the exposure is found to be different than the submitted application.

<https://www.bbinsurance.com/ccpa-privacy-notice/>

<https://www.munichre.com/us-non-life/en/general/privacy-statement.html>

## **Notice Regarding Surplus Lines Filing Confirmation and TRIPRA Rejection Forms**

On all accounts effective 2/1/2019 and later, we will be using DocuSign to collect Surplus Lines Filing Confirmations and TRIPRA rejection notices. These notices and forms will no longer be appended to your Quotes or Binders.

**PLEASE NOTE THAT AT THE TIME OF BINDING YOU MUST ADVISE US IF THE INSURED HAS ELECTED OR REJECTED THE PURCHASE OF TRIPRA COVERAGE. BINDERS CANNOT BE SENT UNTIL THIS INFORMATION IS PROVIDED.**

After your account is bound, you will receive separate emails with instructions to complete the Surplus Lines Filing confirmation and TRIPRA Rejection forms in DocuSign. You will also be able to reassign or forward the request to another party for completion.

After all documents are signed they will automatically be returned to your underwriter and no further action will be required on your part.



# **Schedule of Applicable Fees**

**Catastrophe Analysis Fee \$ 300**

Princeton Excess & Surplus Lines Insurance Company - \$ 300.00

**Inspection Fee \$ 0**

Not Applicable

August 28, 2024

## AUTHORIZATION OF INSURANCE - SUMMARY

Below is a summary of the terms and conditions that have been authorized. This is for reference purposes only. Please refer to the attached Carrier Quote and the policy forms for the actual coverage provided.

### SUMMARY

INSURED:	City of Reno						
MAILING ADDRESS:	1 East First Street Reno, NV 89501						
CARRIER:	AXIS Surplus Insurance Company (Non-Admitted)						
PROPOSED POLICY PERIOD:	From 10/1/2024 to 10/1/2025 12:01 A.M. Standard Time at the Mailing Address shown above						
PERILS:	Earth Movement and Flood Only, <b>Excluding</b> EQSL and Flood in Zones A and V, <i>and as more fully defined in the attached Carrier Quote and the policy forms.</i>						
LIMITS OF LIABILITY:	\$4,500,000 (being 30%) part of \$15,000,000 excess \$10,000,000 per occurrence and in the annual aggregate as respects Earth Movement and Flood <i>and as more fully defined in the attached Carrier Quote and the policy forms.</i>  <u>Sublimits:</u> Please refer to the attached Carrier Quote and the policy forms.						
POLICY PREMIUM:	<table><tr><td>Premium</td><td>\$76,089.00</td></tr><tr><td>Surplus Lines Taxes and Fees</td><td>\$2,967.48</td></tr><tr><td><b>Total</b></td><td><b>\$79,056.48</b></td></tr></table>	Premium	\$76,089.00	Surplus Lines Taxes and Fees	\$2,967.48	<b>Total</b>	<b>\$79,056.48</b>
Premium	\$76,089.00						
Surplus Lines Taxes and Fees	\$2,967.48						
<b>Total</b>	<b>\$79,056.48</b>						
TRIA PREMIUM:	\$8,833.00 (Not included in the above premium or tax summary. Additional charges will apply if purchased.)						
MINIMUM EARNED PREMIUM:	35% except Hurricane Minimum Earned Premium or similar (if applicable)						
COMMISSION:	0.000% of premium excluding fees and taxes						

## SURPLUS LINES TAX SUMMARY

HOME STATE: Nevada

### SURPLUS LINES TAX CALCULATION:

State	Description	Taxable Premium	Taxable Fee	Tax Basis	Rate	Tax
Nevada	Surplus Lines Tax	\$76,089.00	\$0.00	\$76,089.00	3.500%	\$2,663.12
	Stamping Fee	\$76,089.00	\$0.00	\$76,089.00	0.400%	\$304.36
<b>Total Surplus Lines Taxes and Fees</b>						<b>\$2,967.48</b>

**Important Notice:** Surplus Lines Tax Rates and Regulations are subject to change which could result in an increase or decrease of the total Surplus Lines Taxes and Fees owed on this placement. If a change is required, we will promptly notify you. Any additional taxes owed must be promptly remitted.

**The following Carrier Quote sets out further the coverage terms and conditions being proposed. Please read all terms and conditions carefully as they may not conform to the specifications that were requested.**

If after reviewing you should have any questions or requested changes, please let us know as soon as possible so we can discuss with the carrier prior to the effective date of coverage.

Thank you for the opportunity to provide this Quotation and I look forward to hearing from you.

Sincerely,

**Katlyn Reimer**

Associate Broker

T 732.634.8770 | [katlyn.reimer@amwins.com](mailto:katlyn.reimer@amwins.com)

Amwins Insurance Brokerage, LLC

105 Fieldcrest Ave | Suite 200 | Edison, NJ 08837 | [amwins.com](http://amwins.com)

On behalf of,

**Michael Wood**

Executive Vice President | CA License 0I21118

T 732.512.2560 | M 516.458.1044 | F 732.346.0131 | [michael.wood@amwins.com](mailto:michael.wood@amwins.com)

Amwins Insurance Brokerage, LLC

In California: Amwins Brokerage Insurance Services | License 0F19710

105 Fieldcrest Ave | Suite 200 | Edison, NJ 08837 | [amwins.com](http://amwins.com)

## **SURPLUS LINES DISCLOSURE**

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### **Nevada**

This insurance contract is issued pursuant to the Nevada insurance laws by an insurer neither licensed by nor under the supervision of the Division of Insurance of the Department of Business and Industry of the State of Nevada. If the insurer is found insolvent, a claim under this contract is not covered by the Nevada Insurance Guaranty Association Act.



## Property Quotation

Issued 08/22/2024 Valid through 09/22/2024

<b>Date:</b>	8/22/2024
<b>Broker:</b>	KATLYN REIMER AMWINS INSURANCE BROKERAGE, LLC [EDISON] RARITAN PLAZA III, 105 FIELDCREST AVE., SUITE 200 EDISON, NJ 08837
<b>Re:</b>	Property Quotation
<b>Quote No:</b>	AIW048319R-1
<b>Insuring Company:</b>	AXIS Surplus Insurance Company
<b>Insured:</b>	City of Reno 1 East First Street RENO, NV 89501
<b>Coverage Date:</b>	10/01/2024 - 10/01/2025
<b>Policy Limits:</b>	<b>\$4,500,000</b> per Occurrence p/o \$15,000,000 per Occurrence
<b>Excess Of:</b>	\$10,000,000 Per Occurrence and in the Annual Aggregate as respects to Flood and Earth Movement, separately
<b>Sub Limits:</b>	All are per Occurrence and are part of, not in addition to, the policy limits.
<b>Primary Deductibles:</b>	
<i>Except:</i>	
Other Deductibles:	
Flood	\$100,000
Earth Movement	2% per unit subject to \$250,000 minimum
	All Deductibles are per Occurrence unless otherwise noted above or in the Policy Form.
<b>Valuation:</b>	Replacement Cost
<b>Coinsurance:</b>	N/A
<b>Coverages:</b>	Real & Personal Property
<b>Perils:</b>	Flood and Earth Movement. Flood Zones A & V (SFHA) are excluded.



## Property Quotation

Issued 08/22/2024 Valid through 09/22/2024

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### Forms:

AmWins Excess Follow Form  
Over Liberty Mutual Primary All Risk Forms  
  
Common Policy Declarations - ES 024 1020  
Policyholder Notice - AXIS 105 (03-16)  
Notice to Policyholder – ES 115 0106  
State Fraud Statements – AXIS 104 (04-15)  
MANUSCRIPT FORM  
Minimum Earned Premium - ES 106 0106  
Manuscript Endorsement - TBD  
Commercial Property Exclusion Endorsement - ES 068 0106  
Absolute Cyber Exclusion AXIS 1012489  
Excess Mold, Fungi, Wet or Dry Rot, And Bacteria Exclusion Endorsement - ES 074 0106  
Nuclear, Chemical and Biological Exclusion Endorsement - ES 116 0608  
Exclusion of Loss or Damage Due to Virus or Bacteria - AXIS 1012682 0520  
Terrorism Exclusion Endorsement - AXIS TERROR EXCLUSION 01 06  
Cancellation and Nonrenewal Endorsement – AXIS 801 (06-15)  
Service of Suit Clause – AXIS 106 (02-20)  
AXIS Surplus Signature Page – AXIS 102 ASIC (04-15)  
Claim Notice – ES 036 0220

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### Exclusions:

Asbestos, Mold/Fungus, Terrorism, Cyber, Pollution, Nuclear, Biological, Chemical  
As more fully described in policy

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### Additional Terms:

Please advise prior to binding if there are any changes to deductibles or sub-limits

We will require a copy of the primary policy for our files

Underlying Insurance may impose a dollar or percentage limit on some aspects of coverage (commonly called a sub-limit) at less than the total limit over which this Policy is excess. This Company shall not drop down over any such sub-limits and shall always be excess over the maximum limits of the Underlying Insurance.

EXCLUSION OF LOSS OR DAMAGE DUE TO VIRUS OR BACTERIA Endt

" Definitions:

o EARTH MOVEMENT is: Earthquake, landslide, subsidence or sinking, rising or shifting of the earth, avalanche, whether natural or man-made, or volcanic eruption; regardless of any other cause or event contributing concurrently or in any other sequence of loss. However, physical loss or damage from fire, explosion, sprinkler leakage or FLOOD caused by EARTH MOVEMENT will not be considered to be loss by EARTH MOVEMENT within the terms and



## Property Quotation

Issued 08/22/2024 Valid through 09/22/2024

conditions of this Policy. (72 hour Occurrence Definition)

o FLOOD is:

a) Surface waters; rising waters; storm surge, wave wash; waves; tsunami; tide or tidal water; the release of water, the rising, overflowing or breaking of boundaries of natural or man-made bodies of water; or the spray therefrom; all whether driven by wind or not;

b) Sewer back-up resulting from any of the foregoing; or

c) Mudslide or mudflow caused by or resulting from surface water, runoff or accumulation of water on or under the ground;

regardless of any other cause or event, whether natural or man-made, contributing concurrently or in any other sequence of loss.

" Flood Zones A&V are Excluded, however we recognize the \$5m Liberty Mutual A&V Flood sublimit, as eroding from the underlying Flood sublimits.

" Demo and Increased Cost of Construction included in our layer (following Liberty Mutual underlying)

o \$25,000,000 Damaged, per Section II, D.10.b.1 Limit

o \$50,000,000 Undamaged, per Section II, D.10.b.2 Limit

If any item requested below is not received, reviewed and accepted by AXIS underwriters and acknowledged as such in writing by the below specified date, then this binder and any policy issued will be automatically deemed void ab initio (as if it had never existed) with no effect. The payment of premium or the issuance of any policy shall not serve to waive the below requirements.

Please note that a condition precedent to coverage under this binder is that no material change in the exposure or risk occurs and no submission is made to the insurer of a claim or circumstances that might give rise to a claim between the date of this binder and the inception of the policy. Applicant is under the continuing duty to report any such change and to notify us of any such claims or circumstances. A public filing with the Securities and Exchange Commission will be deemed to be compliance with this duty to report. The Insurer may take any action appropriate and allowed under state law in response to such information.

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<b>Total Insured Value:</b>	\$748,386,887.00
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<b>Cancellation/Non-Renewal Clause:</b>	Ninety (90) days notice of cancellation/non-renewal, except ten (10) days for non-payment of premium.
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## Property Quotation

Issued 08/22/2024 Valid through 09/22/2024

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<b>Terrorism:</b>	<p>This proposal includes coverage afforded by the Terrorism Risk Insurance Act, as amended (the "Act"). Our proposal includes a premium charge for this coverage from the effective date of our proposed policy through the end of the policy period.</p> <p>If you accept our proposal for coverage afforded by the Act, Endorsement Number AXIS TRIA 01 15 will apply.</p> <p>If you reject our proposal for coverage afforded by the Act, Endorsement Number AXIS TERROR EXCLUSION 01 06 will apply.</p>
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<b>Premium:</b>	
Policy Premium	<b>\$76,089</b>
	35.00% Minimum Earned Premium at inception of coverage.
	100% Layer Premium Being \$253,630
TRIA Premium	\$8,833

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<b>Premium Payment:</b>	Please consider this your invoice for accounting purposes. Premium is due 30 days from the effective date of the policy.
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<b>Additional Comments:</b>	<p>NON-ADMITTED PAPER - AXIS Surplus Insurance Company is non-admitted paper and the Broker is responsible for handling all Surplus Lines filings and fees.</p> <p>As a surplus lines broker, it is your responsibility to arrange for the payment of the appropriate surplus lines tax as well as the filings of any applicable tax affidavit.</p>
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**Please review the quote carefully as there are terms and conditions different from your submission.**

**The quote is valid until 09/22/2024**





## Property Quotation

Issued 08/22/2024 Valid through 09/22/2024

### **POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE**

You are hereby notified that under the Terrorism Risk Insurance Act, as amended (the "Act"), that 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 that is certified by the Secretary of the Treasury—in concurrence 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.

If, as a part of your policy, you also elect to purchase this terrorism coverage from us, you will be charged an additional premium of **\$8,833**.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS 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% THROUGH 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 CHARGED FOR THIS COVERAGE IS PROVIDED ABOVE 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.

### **NOTICE TO BROKER MANDATORY POLICYHOLDER DISCLOSURE RE: TERRORISM INSURANCE COVERAGE**

We are required by the Terrorism Risk Insurance Act, as amended (the "Act"), to provide policyholders with clear and conspicuous disclosures. This notice must be provided at the time of offer and renewal of the policy.

We have provided you with a notice that meets the Act's requirements. You are instructed to deliver a copy of this notice to our prospective insured when you forward our quote.

August 29, 2024

## **AUTHORIZATION OF INSURANCE - SUMMARY**

Below is a summary of the terms and conditions that have been authorized. This is for reference purposes only. Please refer to the attached Carrier Quote and the policy forms for the actual coverage provided.

### **SUMMARY**

INSURED:	City of Reno								
MAILING ADDRESS:	1 East First Street Reno, NV 89501								
CARRIER:	SRU via Multiple Non-Admitted Carriers: <ul style="list-style-type: none"><li>• The Princeton Excess and Surplus Lines Insurance Company</li><li>• PartnerRe Insurance Solutions Bermuda Ltd.</li><li>• Superior Specialty Insurance Company</li><li>• Western World Insurance Company</li><li>• Palomar Excess and Surplus Insurance Company</li></ul>								
PROPOSED POLICY PERIOD:	From 10/1/2024 to 10/1/2025 12:01 A.M. Standard Time at the Mailing Address shown above								
PERILS:	Earth Movement and Flood Only, <b>Excluding</b> EQSL and Flood in Zones A and V, <i>and as more fully defined in the attached Carrier Quote and the policy forms.</i>								
LIMITS OF LIABILITY:	\$4,500,000 (being 30%) part of \$15,000,000 excess \$10,000,000 per occurrence and in the annual aggregate as respects Earth Movement and Flood <i>and as more fully defined in the attached Carrier Quote and the policy forms.</i>  <u>Sublimits:</u> Please refer to the attached Carrier Quote and the policy forms.								
POLICY PREMIUM:	<table><tr><td>Premium</td><td>\$73,364.00</td></tr><tr><td>Fees</td><td>\$500.00</td></tr><tr><td>Surplus Lines Taxes and Fees</td><td>\$2,880.70</td></tr><tr><td><b>Total</b></td><td><b>\$76,744.70</b></td></tr></table>	Premium	\$73,364.00	Fees	\$500.00	Surplus Lines Taxes and Fees	\$2,880.70	<b>Total</b>	<b>\$76,744.70</b>
Premium	\$73,364.00								
Fees	\$500.00								
Surplus Lines Taxes and Fees	\$2,880.70								
<b>Total</b>	<b>\$76,744.70</b>								
TRIA PREMIUM:	\$3,668.00(Not included in the above premium or tax summary. Additional charges will apply if purchased.)								
MINIMUM EARNED PREMIUM:	35% except Hurricane Minimum Earned Premium or similar (if applicable)								
COMMISSION:	0.000% of premium excluding fees and taxes								

## SURPLUS LINES TAX SUMMARY

HOME STATE: Nevada

### FEES:

Fee	Taxable	Amount
CAT Market Modeling Fee	Yes	\$500.00
<b>Total Fees</b>		<b>\$500.00</b>

### SURPLUS LINES TAX CALCULATION:

State	Description	Taxable Premium	Taxable Fee	Tax Basis	Rate	Tax
Nevada	Surplus Lines Tax	\$73,364.00	\$500.00	\$73,864.00	3.500%	\$2,585.24
	Stamping Fee	\$73,364.00	\$500.00	\$73,864.00	0.400%	\$295.46
<b>Total Surplus Lines Taxes and Fees</b>						<b>\$2,880.70</b>

**Important Notice:** Surplus Lines Tax Rates and Regulations are subject to change which could result in an increase or decrease of the total Surplus Lines Taxes and Fees owed on this placement. If a change is required, we will promptly notify you. Any additional taxes owed must be promptly remitted.

**The following Carrier Quote sets out further the coverage terms and conditions being proposed. Please read all terms and conditions carefully as they may not conform to the specifications that were requested.**

If after reviewing you should have any questions or requested changes, please let us know as soon as possible so we can discuss with the carrier prior to the effective date of coverage.

Thank you for the opportunity to provide this Quotation and I look forward to hearing from you.

Sincerely,

**Katlyn Reimer**

Associate Broker

T 732.634.8770 | [katlyn.reimer@amwins.com](mailto:katlyn.reimer@amwins.com)

Amwins Insurance Brokerage, LLC

105 Fieldcrest Ave | Suite 200 | Edison, NJ 08837 | [amwins.com](http://amwins.com)

On behalf of,

**Michael Wood**

Executive Vice President | CA License 0121118

T 732.512.2560 | M 516.458.1044 | F 732.346.0131 | [michael.wood@amwins.com](mailto:michael.wood@amwins.com)

Amwins Insurance Brokerage, LLC

In California: Amwins Brokerage Insurance Services | License 0F19710

105 Fieldcrest Ave | Suite 200 | Edison, NJ 08837 | [amwins.com](http://amwins.com)

## **SURPLUS LINES DISCLOSURE**

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### **Nevada**

This insurance contract is issued pursuant to the Nevada insurance laws by an insurer neither licensed by nor under the supervision of the Division of Insurance of the Department of Business and Industry of the State of Nevada. If the insurer is found insolvent, a claim under this contract is not covered by the Nevada Insurance Guaranty Association Act.

**Insured:** City of Reno  
1 East First Street  
Reno, NV 89501

**Company:** AIB - Edison  
**Broker:** Michael Wood  
**Account #:** S-2407-0720730-01  
(SRU Internal Use Only)

**Home State:** NV

**Effective Date:** 10/01/24 Both days at 12:01 A.M. standard time at the location of the property insured.  
**Expiration Date:** 10/01/25  
**Limits of Liability:** \$ 4,500,000 (30%) part of \$15,000,000 in excess of \$10,000,000 Per occurrence

**Underlying Sub-limits**

\$10,000,000 - Earth Movement - annual aggregate  
\$10,000,000 - Flood - annual aggregate, except  
\$5,000,000 Flood Hazard-High - Annual Aggregate

Program Sub-limits are per "lead Quote" on file with the Company including but not limited to the above

**TIV:** \$ 748,386,887 Per schedule on file with Amwins Special Risk Underwriters

**Coverage:** Real Property;  
Business Personal Property;  
Business Income;

**Perils Insured:** Earth Movement and Flood Only as Defined in the policy form  
Including Flood and Storm Surge  
Excluding Flood in Special Flood Hazard Areas  
Including Earth Movement  
Excluding Equipment Breakdown

**Deductibles:** Per "lead Quote" on file with the Company including but not limited to the following

CAT and Equipment Breakdown Deductibles	Deductibles
<b>Earth Movement</b>	2% subject to \$250,000 minimum, applying per unit
<b>Flood</b>	\$100,000
Flood Hazard - High Property Damage and Time Element	5% subject to \$250,000 minimum, applying per unit

**Valuation:** Real Property - Replacement Cost;  
Business Personal Property - Replacement Cost;  
Business Income - Actual Loss Sustained

**Coinsurance:** NIL

**Premium:** \$ 73,364 Property  
\$ 3,668 TRIA  
\$ 500 Amwins CAT Modeling Fee (non-refundable)  
\$ 77,532 Total

**MEP:** 35%  
Or per the CAT Minimum Earned Premium (MEP) endorsement (if applicable), whichever is greater. The broker named herein is responsible for the collection and payment of all surplus lines taxes and fees.

**Territory:** The United States of America excluding all territories and possessions, foreign locations and Canada.

**Comments/Conditions:** The following are required within five days of binding:  
(i) Signed TRIA notice  
(ii) Signed Flood Notice (attached)  
(iii) Signed Fraud Warning Notice (attached)

Outstanding documents upon which this Quote is contingent:

**Primary Quote**

**Quote Terms**

- Coverage, terms and conditions, and pricing are subject to (i) no material exposure change or (ii) further deterioration of the loss record.
- In the event of a moratorium applicable to the risk for which insurance is sought, coverage cannot be bound without prior underwriter approval.
- NEED** • The underlying policy, to which this coverage attaches, is per the "Lead Quote" \* on file with the Company.

\* all references to "Lead Quote" are per {insert name of lead carrier} Quote sent on XX/XX/XX by {insert name of broker}. Best Terms and Conditions apply.

**Policy Endorsement Section**

- Transmission and distribution lines are excluded beyond 1000 feet of the insured's premises.
- 90 days Notice of Cancellation, except 10 days due to non-payment of premium.
- The Perils of Earth Movement and Flood are included in our layer
- Flood Zones A&V are Excluded, however we recognize the \$5M Liberty Mutual A&V Flood sublimit, as eroding from the underlying Flood sublimites
- Demo and Increased Cost of Construction included in our layer (following Liberty Mutual Underlying)
  - \$25M Damaged, per section II, D.10.b.1 Limit
  - \$50M Undamaged, per section II, D.10.b.2 Limit

**Quote Expiration:** This quote will expire the sooner of (i) 60 days from the date of the quote or (ii) upon the expiration date of the expiring policy

Coverage requested on your submission, application and/or attachments that are not specified on our Quote authorization are not included. All taxes, fees and filings in the applicable state(s) are the responsibility of the broker. In addition to more common policy exclusionary language, your Quotes and policies will exclude all pre-existing damage prior to binding, all foreign locations and exposures (including Canada, Puerto Rico, and U.S. Virgin Islands), pollution/contamination, asbestos, terrorism other than TRIA certified acts, mold, electronic data/cyber risk losses and related computer losses, unless noted above.

In the event of a loss, claims are to be submitted as follows [email is preferable for quickest response]:

**Company:** Peninsula Insurance Bureau  
**Address:** 2842 Lent Road, Apopka, FL 32712  
**Email address:** [tpa@pibadjusters.com](mailto:tpa@pibadjusters.com)

**Common forms: Excess**

<input checked="" type="checkbox"/>	SRU-001 0519 Property Declarations – Participating	
<input checked="" type="checkbox"/>	SRU-004 0124 CAT Minimum Earned Premium	
<input checked="" type="checkbox"/>	SRU-005 0710 Electronic Date Recognition Exclusions	
<input checked="" type="checkbox"/>	SRU-008 0710 Land, Water And Air Exclusion	
<input checked="" type="checkbox"/>	SRU-009 0710 Seepage And/or Pollution And/or Contamination Exclusion	
<input checked="" type="checkbox"/>	SRU-011 0710 Asbestos Endorsement	
<input checked="" type="checkbox"/>	SRU-012 0120 Property Cyber and Data Exclusion	
<input checked="" type="checkbox"/>	SRU-013 1220 Mold Exclusion	
<input checked="" type="checkbox"/>	SRU-017 0710 Occurrence Limit Of Liability – 2B deleted	
<input checked="" type="checkbox"/>	SRU-022 0710 Equipment Breakdown Exclusion	
<input checked="" type="checkbox"/>	SRU-023 0123 Contract Allocation	
<input checked="" type="checkbox"/>	SRU-040 0312 Policy Changes Endorsement	
<input checked="" type="checkbox"/>	SRU-059 1220 U.S. Treasury Department's Office Of Foreign Assets Control (OFAC) Advisory Notice To Policyholders	
<input checked="" type="checkbox"/>	SRU-067 0519 Broker DIC Excess Follow Form	
<input checked="" type="checkbox"/>	SRU-072 0123 - Coverage Territory Limitation Redefined	
<input checked="" type="checkbox"/>	SRU-074 0423 General Property Conditions	
<input checked="" type="checkbox"/>	SRU-080 0124 Additional Policy Conditions Endorsement	
<input checked="" type="checkbox"/>	1230THB00628 U.S. Terrorism Risk Insurance Act Of 2002 As Amended New & Renewal Business Endorsement	TRIA Purchased
<input checked="" type="checkbox"/>	1230THB00627 U.S. Terrorism Risk Insurance Act Of 2002 As Amended Not Purchased Clause	TRIA Rejected

The following forms shall apply to the indicated Insurer(s) provided that Insurer is participating on the policy:

Certain Underwriters at Lloyd's, HDI Global Specialty, General Security Indemnity Company of Arizona, Western World Insurance Company, The Princeton Excess and Surplus Lines Insurance Company, Palomar Excess and Surplus Insurance Company, Evanston Insurance Company, National Fire & Marine Insurance Company, Trisura Specialty Insurance Company, Gotham Insurance Company, Covington Specialty Insurance Company, Superior Specialty Insurance Company, Obsidian Specialty Insurance Company, Partner Re Insurance Solutions of Bermuda

<input checked="" type="checkbox"/>	LMA5393 Communicable Disease Endorsement
<input checked="" type="checkbox"/>	SRU-006 0710 Biological Or Chemical Materials Exclusion
<input checked="" type="checkbox"/>	SRU-007 0710 Radioactive Contamination Exclusion Clause Physical Damage – Direct (U.S.A.)

**Carrier Participation / No. of policies being issued**

Carriers participation may change at time of binding or throughout the coverage period.

**Peril Legend**

AOP - All Other Perils      EBD - Equipment Breakdown      W/H – Wind/Hail Only  
FL - Flood Only      NW - Named Wind Storm      NW CYHD\* - Named Wind Storm (Calendar Year Hurricane Deductible)  
EQ - Earthquake/Earthquake Sprinkler Leakage or Earth Movement/Earth Movement incl Sprinkler Leakage (as described in the policy form)

Peril	Limit	Layer	Attachment			
EQ	\$4,500,000	\$15,000,000	\$10,000,000			
FL	\$4,500,000	\$15,000,000	\$10,000,000			
Company	Unique Market Reference	Policy Number	Participation	Premium	TRIA	
The Princeton Excess and Surplus Lines Insurance Company			40.000%	\$29,345	\$1,467	
Partner Re Insurance Solutions of Bermuda			3.000%	\$2,201	\$110	
Superior Specialty Insurance Company			6.000%	\$4,402	\$220	
Western World Insurance Company			42.000%	\$30,813	\$1,541	
Palomar Excess and Surplus Insurance Company			9.000%	\$6,603	\$330	



**POLICYHOLDER DISCLOSURE  
NOTICE OF TERRORISM  
INSURANCE COVERAGE**

You are hereby notified that under the Terrorism Risk Insurance Act of 2002, as amended ("TRIA"), that you now have a right to purchase insurance coverage for losses arising out of acts of terrorism, as defined in Section 102(1) of the Act, as amended: The term "act of terrorism" means any act that is 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 an air carrier or vessel 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. Any coverage you purchase for "acts of terrorism" shall expire at 12:00 midnight December 31, 2027, the date on which the TRIA Program is scheduled to terminate, or the expiry date of the policy whichever occurs first, and shall not cover any losses or events which arise after the earlier of these dates.

YOU SHOULD KNOW THAT COVERAGE PROVIDED BY THIS POLICY FOR LOSSES CAUSED BY CERTIFIED ACTS OF TERRORISM IS PARTIALLY REIMBURSED BY THE UNITED STATES 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 THIS FORMULA, THE UNITED STATES PAYS 80% OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURER(S) PROVIDING THE COVERAGE. YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A USD100 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 USD100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED USD100 BILLION, YOUR COVERAGE MAY BE REDUCED.

THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

	I hereby elect to purchase coverage for acts of terrorism for a prospective premium of USD: <span style="float: right;">\$3,668</span>
	I hereby elect to have coverage for acts of terrorism excluded from my policy. I understand that I will have no coverage for losses arising from acts of terrorism.

\_\_\_\_\_  
Policyholder/Applicant's Signature

On behalf of the subscribing Insurers and their respective participants

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
S-2407-0720730-01

Account Number

\_\_\_\_\_  
Date



**SPECIAL RISK  
UNDERWRITERS**

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If the policy issued by Amwins Special Risk Underwriters excludes Flood, the following shall apply:

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**Flood Exclusion Acknowledgement**

I understand the policy issued by Amwins Special Risk Underwriters does NOT provide coverage for loss or damage caused by or resulting from Flood, as defined in policy form.

I understand that Flood insurance can be purchased elsewhere from a private flood insurer or the National Flood Insurance Program.

It is strongly recommended that Insureds in "Special Flood Hazard Areas" or areas subject to Flooding, as defined in policy form, obtain Flood coverage.

I also understand that execution of this form does NOT relieve me of any obligation that I may have to my mortgagees or lenders to purchase Flood insurance.

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If the policy issued by Amwins Special Risk Underwriters includes Flood, the following shall apply:

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**Flood Coverage**

I understand the policy issued by Amwins Special Risk Underwriters does provide coverage for loss or damage caused by or resulting from Flood, as defined in policy form.

I understand that loss or damage caused by or resulting from Flood, as defined in policy form, will be subject to the Flood sublimit stated elsewhere in the policy.

**I understand that if I do not sign this form that my application for coverage may be denied or that my policy issued by Amwins Special Risk Underwriters may be cancelled or non-renewed. I have read and I understand the information above.**

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Policyholder/Applicant's Signature

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Print Name

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S-2407-0720730-01

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Account Number

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Date

**FRAUD WARNING DISCLOSURE**

**Effective Date:** 10/1/2024

**Named Insured:** City of Reno

THE UNDERSIGNED IS AN AUTHORIZED REPRESENTATIVE OF THE APPLICANT AND CERTIFIES THE INFORMATION PROVIDED TO OBTAIN THIS COVERAGE IS ACCURATE TO THE BEST OF THEIR KNOWLEDGE. THIS INCLUDES ANY APPLICATIONS, LOCATION SCHEDULES, VALUATION STATEMENTS, LOSS HISTORY INFORMATION AND ENGINEERING REPORTS.

THE FOLLOWING STATEMENT APPLIES IN ALL STATES EXCEPT THOSE NOTED BELOW:

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

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

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

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

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

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

**Kansas Applicants:** Any person who commits a fraudulent insurance act is guilty of a crime and may be subject to restitution, fines and confinement in prison. A fraudulent insurance act means an act committed by any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer or insurance agent or broker, any written, electronic, electronic impulse, facsimile, magnetic, oral, or telephonic communication or statement as part of, or in support of, an application for insurance, or the rating of an insurance policy, or a claim for payment or other benefit under an insurance policy, which such person knows to contain materially false information concerning any material fact thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto.

**Kentucky Applicants:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information, or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

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

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

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

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

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

**New York Applicants:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

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

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

**Oregon Applicants:** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents materially false information in an application for insurance may be guilty of a crime and may be subject to fines and confinement in prison. In order for us to deny a claim on the basis of misstatements, misrepresentations, omissions or concealments on your part, we must show that:

- a. The misinformation is material to the content of the policy;
- b. We relied upon the misinformation; and
- c. The information was either:
  - Material to the risk assumed by us; or
  - Provided fraudulently.

For remedies other than the denial of a claim, misstatements, misrepresentations, omissions or concealments on your part must either be fraudulent or material to our interests. With regard to fire insurance, in order to trigger the right to remedy, material misrepresentations must be willful or intentional. Misstatements, misrepresentations, omissions or concealments on your part are not fraudulent unless they are made with the intent to knowingly defraud.

**Pennsylvania Applicants:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

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

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

**Vermont Applicants:** Any person who knowingly presents a false statement in an application for insurance may be guilty of a criminal offense and subject to penalties under state law.

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

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

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

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Insured Signature

Date

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Producer Signature

Date

August 28, 2024

## AUTHORIZATION OF INSURANCE - SUMMARY

Below is a summary of the terms and conditions that have been authorized. This is for reference purposes only. Please refer to the attached Carrier Quote and the policy forms for the actual coverage provided.

### SUMMARY

INSURED:	City of Reno								
MAILING ADDRESS:	1 East First Street Reno, NV 89501								
CARRIER:	Houston Specialty Insurance Company (Non-Admitted)								
PROPOSED POLICY PERIOD:	From 10/1/2024 to 10/1/2025 12:01 A.M. Standard Time at the Mailing Address shown above								
PERILS:	Earth Movement and Flood Only, <b>Excluding</b> EQSL and Flood in Zones A and V, <i>and as more fully defined in the attached Carrier Quote and the policy forms.</i>								
LIMITS OF LIABILITY:	\$6,000,000 (being 40%) part of \$15,000,000 excess \$10,000,000 per occurrence and in the annual aggregate as respects Earth Movement and Flood <i>and as more fully defined in the attached Carrier Quote and the policy forms.</i>  <u>Sublimits:</u> Please refer to the attached Carrier Quote and the policy forms.								
POLICY PREMIUM:	<table><tr><td>Premium</td><td>\$92,323.00</td></tr><tr><td>Fees</td><td>\$650.00</td></tr><tr><td>Surplus Lines Taxes and Fees</td><td>\$3,625.95</td></tr><tr><td><b>Total</b></td><td><b>\$96,598.95</b></td></tr></table>	Premium	\$92,323.00	Fees	\$650.00	Surplus Lines Taxes and Fees	\$3,625.95	<b>Total</b>	<b>\$96,598.95</b>
Premium	\$92,323.00								
Fees	\$650.00								
Surplus Lines Taxes and Fees	\$3,625.95								
<b>Total</b>	<b>\$96,598.95</b>								
TRIA PREMIUM:	\$92,323 (Not included in the above premium or tax summary. Additional charges will apply if purchased.)								
MINIMUM EARNED PREMIUM:	25% except Hurricane Minimum Earned Premium or similar (if applicable)								
COMMISSION:	0.000% of premium excluding fees and taxes								

## SURPLUS LINES TAX SUMMARY

HOME STATE: Nevada

### FEES:

Fee	Taxable	Amount
Market Policy Fee	Yes	\$200.00
CAT Market Modeling Fee	Yes	\$200.00
Market Inspection Fee	Yes	\$250.00
<b>Total Fees</b>		<b>\$650.00</b>

### SURPLUS LINES TAX CALCULATION:

State	Description	Taxable Premium	Taxable Fee	Tax Basis	Rate	Tax
Nevada	Surplus Lines Tax	\$92,323.00	\$650.00	\$92,973.00	3.500%	\$3,254.06
	Stamping Fee	\$92,323.00	\$650.00	\$92,973.00	0.400%	\$371.89
<b>Total Surplus Lines Taxes and Fees</b>						<b>\$3,625.95</b>

**Important Notice:** Surplus Lines Tax Rates and Regulations are subject to change which could result in an increase or decrease of the total Surplus Lines Taxes and Fees owed on this placement. If a change is required, we will promptly notify you. Any additional taxes owed must be promptly remitted.

**The following Carrier Quote sets out further the coverage terms and conditions being proposed. Please read all terms and conditions carefully as they may not conform to the specifications that were requested.**

If after reviewing you should have any questions or requested changes, please let us know as soon as possible so we can discuss with the carrier prior to the effective date of coverage.

Thank you for the opportunity to provide this Quotation and I look forward to hearing from you.

Sincerely,

**Katlyn Reimer**

Associate Broker

T 732.634.8770 | [katlyn.reimer@amwins.com](mailto:katlyn.reimer@amwins.com)

Amwins Insurance Brokerage, LLC

105 Fieldcrest Ave | Suite 200 | Edison, NJ 08837 | [amwins.com](http://amwins.com)

On behalf of,

**Michael Wood**

Executive Vice President | CA License 0I21118

T 732.512.2560 | M 516.458.1044 | F 732.346.0131 | [michael.wood@amwins.com](mailto:michael.wood@amwins.com)

Amwins Insurance Brokerage, LLC

In California: Amwins Brokerage Insurance Services | License 0F19710

105 Fieldcrest Ave | Suite 200 | Edison, NJ 08837 | [amwins.com](http://amwins.com)

## **SURPLUS LINES DISCLOSURE**

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### **Nevada**

This insurance contract is issued pursuant to the Nevada insurance laws by an insurer neither licensed by nor under the supervision of the Division of Insurance of the Department of Business and Industry of the State of Nevada. If the insurer is found insolvent, a claim under this contract is not covered by the Nevada Insurance Guaranty Association Act.



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Quote Date: 08/23/2024

Term: 10/01/2024 to 10/01/2025

Attn: Michael Wood  
AmWINS Brokerage of New Jersey  
105 Fieldcrest Avenue, Suite 200  
Edison, NJ 08837

Quote Number: VIK231195

Email: michael.wood@amwins.com

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We are pleased to offer the following terms, valid until October 1, 2024, for the Applicant (Proposed Named Insured) listed below. Please review it carefully. The coverage, terms and conditions may differ from those requested and failure to provide the coverage shall impose no liability on Vikco Insurance Services, LLC or the issuing company listed below.

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Applicant (Proposed Named Insured): City of Reno  
Mailing Address: 1 East First Street  
Reno, NV 89501

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☒ New Business

☐ Renewal of

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Issuing Company(ies): Houston Specialty Insurance Company

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Perils: ☒ Difference in Conditions including:  
☒ Earthquake Shock ☐ Earthquake Sprinkler Leakage ☒ Flood  
☐ Earthquake Shock only including:  
☐ Earthquake Sprinkler Leakage ☐ Flood  
☒ Terrorism (TRIPRA of 2007)

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Limits: \$6,000,000 part of \$15,000,000 in excess of \$10,000,000  
Limits apply per occurrence in the annual aggregate

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Deductible: Earthquake Shock 2% per Unit Subject to a minimum of \$250,000  
☒ Including Time Element:  
☒ Business Income ☒ Extra Expense ☒ Rental Value  
☐ Excluding Time Element — Business Interruption Deductible  
Earthquake Sprinkler Leakage: N/A Subject to a minimum of  
Flood: \$100,000.00 Subject to a minimum of \$100,000  
All Other Perils: \$50,000.00  
Terrorism: 2%

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TIV: \$748,386,887

Real Property: \$627,141,228      Contents: \$115,838,211      Business Interruption: \$5,407,448

Property Covered:	<input checked="" type="checkbox"/> Real Property	<input checked="" type="checkbox"/> Business Personal Property
	<input checked="" type="checkbox"/> Business Income	<input checked="" type="checkbox"/> Extra Expense
	<input checked="" type="checkbox"/> Rental Values	<input checked="" type="checkbox"/> Tenant Improvements/Betterments
	<input type="checkbox"/> Stock	<input checked="" type="checkbox"/> Machinery and Equipment
	<input type="checkbox"/> Leasehold Interest	<input type="checkbox"/> Contingent Business Income
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>

Valuation:	Property Damage:	<input checked="" type="checkbox"/> Replacement Cost	<input type="checkbox"/> Actual Cash Value
	Stock:		
	Time Element including Extra Expense:	<input type="checkbox"/> Replacement Cost	<input checked="" type="checkbox"/> Actual Loss Sustained

Coverage Form:

<input type="checkbox"/> Company Form	<input type="checkbox"/> Named Peril
<input checked="" type="checkbox"/> Difference in Conditions	
<input checked="" type="checkbox"/> Company Excess Property form (subject to review and approval of underlying form)	
<input checked="" type="checkbox"/> Manuscript	

Additional Coverage(s) / Terms:

<input checked="" type="checkbox"/> Building Ordinance / ICC / Demo	Sublimit:
<input checked="" type="checkbox"/> EDP	Sublimit:
<input checked="" type="checkbox"/> Accounts Receivable	Sublimit:
<input checked="" type="checkbox"/> Valuable Papers	Sublimit:
<input checked="" type="checkbox"/> Fine Arts	Sublimit:
<input checked="" type="checkbox"/> Debris Removal	up to a maximum of
<input checked="" type="checkbox"/> Extended Period of Indemnity	365 days
<input checked="" type="checkbox"/> Increased Period of Restoration	days
<input type="checkbox"/> Extended Building Definition	
<input checked="" type="checkbox"/> Civil Authority	Sublimit:
<input checked="" type="checkbox"/> Ingress / Egress	Sublimit:
<input checked="" type="checkbox"/> Utility Services	Sublimit:
<input type="checkbox"/> Margin Clause	Sublimit:
<input checked="" type="checkbox"/> Underground Pipes, Flues or Drains	Sublimit:
<input type="checkbox"/> Other:	
<input type="checkbox"/> Other:	
<input type="checkbox"/> Other:	
<input type="checkbox"/> Other:	

Exclusions:

- ☐ Flood
- ☒ Earthquake Sprinkler Leakage
- ☒ Flood – Locations within Flood zone prefixed by A or V
- ☒ Biological or Chemical Materials
- ☒ War and Civil War
- ☒ Radioactive Contamination
- ☒ Nuclear Incident
- ☒ Electronic Data Processing and Computer Systems
- ☒ Pollution
- ☒ Asbestos
- ☒ Microorganism
- ☐ Other:

Conditions:

- ☒ Warrant All Risk Parallel Policy
- ☒ Insured Warrants No Pre-Existing Earthquake Damage
- ☒ 60/10 Days Notice of Cancellation
- ☐ Several Liability
- ☐ Lloyd's Privacy Statement
- ☒ Service of Suit

Territory / Locations: Per Statement of Values on file with the Company -

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Premiums and Fees:

Premiums:

Premium:	\$92,323.00	25% Minimum Earned
TRIA Premium:	\$92,323.00	Not included in Premium above
Total Premium:	\$184,646.00	

Taxes & Fees:

Policy Fee:	\$200.00	Fully Earned
Catastrophe Analysis Fee:	\$200.00	Fully Earned
Inspection Fee:	\$250.00	Fully Earned

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NOTES:

## Notice – Offer of Terrorism Insurance Coverage

You are hereby notified that under the Terrorism Risk Insurance Act of 2002, as amended ("TRIA"), that you now have a right to purchase insurance coverage for losses arising out of acts of terrorism, as defined in Section 102(1) of the Act, as amended: The term "act of terrorism" means any act that is 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 an air carrier or vessel 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. Any coverage you purchase for "acts of terrorism" shall expire at 12:00 midnight December 31, 2027, the date on which the TRIA Program is scheduled to terminate, or the expiry date of the policy whichever occurs first, and shall not cover any losses or events which arise after the earlier of these dates.

YOU SHOULD KNOW THAT COVERAGE PROVIDED BY THIS POLICY FOR LOSSES CAUSED BY CERTIFIED ACTS OF TERRORISM IS PARTIALLY REIMBURSED BY THE UNITED STATES 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 THIS FORMULA, THE UNITED STATES PAYS 80% OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURER(S) PROVIDING THE COVERAGE. YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A USD100 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 USD100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED USD100 BILLION, YOUR COVERAGE MAY BE REDUCED.

THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

☐

I hereby elect to purchase coverage for acts of terrorism for a prospective premium of \$153,870.

☐

I hereby elect to have coverage for acts of terrorism excluded from my policy. I understand that I will have no coverage for losses arising from acts of terrorism.

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Policyholder / Applicant's Signature

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Print Name

---

Date

Houston Specialty Insurance Company

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Insurance Company

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VIK231195

Quote Number

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City of Reno

Insured (First Named Insured)



Underwriter

**STEVEN SMITH**  
☎ 415-713-0215  
ssmith@distinguished.com

Prepared For

**AON RISK INSURANCE  
SERVICES WEST, INC.**  
**CAMILLE ROGERS**

Named Insured

**CITY OF RENO**

Underwriting, policy servicing and claims management provided by Distinguished Programs (CA License 0D06551)

**DISTINGUISHED.**  
PROGRAMS

**RENEWAL PLLP PROPOSAL**



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## **Surplus Lines Disclosure Statement**

This insurance contract is issued pursuant to the Nevada insurance laws by an insurer neither licensed by nor under the supervision of the Division of Insurance of the Department of Business and Industry of the State of Nevada. If the insurer is found insolvent, a claim under this contract is not covered by the Nevada Insurance Guaranty Association Act.



## Policyholder Disclosure Notice of Terrorism Insurance Coverage

You are hereby 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 THIS 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 COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS OR COVERAGES YOU REJECTED IN THE UNDERLYING INSURANCE. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES A SPECIFIC PERCENTAGE [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 CHARGED FOR THIS COVERAGE IS PROVIDED AS A LINE ITEM IN YOUR QUOTE 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, COVERAGE MAY BE REDUCED.

**Acceptance or Rejection of Terrorism Insurance Coverage** – You should know that under federal law, you are not required to purchase coverage for losses caused by Acts of Terrorism. Please indicate your selection below:

<input type="checkbox"/>	I hereby elect to purchase terrorism coverage for the additional premium presented in the insurance quote.
<input type="checkbox"/>	I hereby decline to purchase terrorism coverage for certified acts of terrorism. I understand that I will have no coverage for losses resulting from certified acts of terrorism.

Applicant's Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Please contact your broker with any questions regarding this notice.





**SIRIUSPOINT SPECIALTY INSURANCE CORPORATION (THE COMPANY)**  
**POLLUTION LEGAL LIABILITY PLUS PROPOSAL**

8/7/2024

Camille Rogers  
Aon Risk Insurance Services West, Inc.  
425 Market Street  
Suite 2800  
San Francisco, CA 94105

CUSTOMER NUMBER: WBIYYJ

FIRST NAMED INSURED: City of Reno

ADDRESS: P.O. Box 1900, Reno, NV 89505

POLICY FORM: PLLP 01 02 (Ed. 03 22)

**OPTION 1**

POLICY PERIOD: 1 Year From: 10/1/2024 To: 10/1/2025

(12:01 a.m. at the address shown in Item 1. above)

COVERAGE SECTIONS, LIMITS OF LIABILITY, SELF-INSURED RETENTIONS AND DEDUCTIBLE PERIODS

THE FOLLOWING COVERAGES ARE OFFERED ONLY IF LIMITS OF LIABILITY ARE INDICATED FOR SUCH COVERAGES IN THE TABLE SHOWN BELOW:

COVERAGE SECTION	EACH INCIDENT LIMIT OF LIABILITY	COVERAGE SECTION AGGREGATE LIMIT OF LIABILITY	SELF-INSURED RETENTION OR DEDUCTIBLE PERIOD
A. CLEAN-UP COSTS	\$2,000,000	\$2,000,000	\$150,000
B. THIRD PARTY CLAIMS FOR BI AND PD	\$2,000,000	\$20,000,000	\$150,000
C. EMERGENCY EXPENSES			
DISINFECTION COSTS	\$25,000	\$25,000	\$25,000
EMERGENCY REMEDIATION COSTS	\$2,000,000	\$2,000,000	\$150,000

COVERAGE SECTION	EACH INCIDENT LIMIT OF LIABILITY	COVERAGE SECTION AGGREGATE LIMIT OF LIABILITY	SELF-INSURED RETENTION OR DEDUCTIBLE PERIOD
EVACUATION COSTS	\$250,000	\$250,000	\$150,000
D. DIMINUTION IN VALUE	\$2,000,000	\$2,000,000	\$150,000
E. BUSINESS INTERRUPTION	\$2,000,000	\$2,000,000	THREE (3) DAYS
F. NON-OWNED DISPOSAL SITE	\$2,000,000	\$2,000,000	\$25,000
G. TRANSPORTATION	\$2,000,000	\$2,000,000	\$25,000
H. MORTGAGE PROTECTION	\$2,000,000	\$2,000,000	\$150,000
I. JOB SITE	\$2,000,000	\$2,000,000	\$150,000
J. SUPPLEMENTAL COVERAGES	\$250,000	\$250,000	\$50,000

POLICY AGGREGATE LIMIT OF LIABILITY: \$2,000,000

PERCENTAGE OF LIMIT FOR SUPPLEMENTAL LEGAL COSTS - ADDITIONAL LIMITS: 100%

COVERED LOCATION(s):

1. Per the "2024 City of Reno - Property Values (Updated)" schedule provided on 8/5/2024 on file with the Company.
2. Including, but not limited to, associated streets, roads, storm drain outfalls, easements and right-of-ways owned by any NAMED INSURED.

CONTRACTING SERVICES:

Police, fire and medical services.

Ground based application of herbicides, pesticides and insecticides.

RETROACTIVE DATE: 7/1/2013

REVERSE RETROACTIVE DATE: Not Applicable

MINIMUM EARNED PREMIUM: 0

COMMISSION: 0%

POLICY PREMIUM: \$21,432

ADDITIONAL TERRORISM CHARGE: \$214

STATE TAX, SURPLUS LINES TAX, AND FILINGS (if any): Broker Responsibility

TOTAL POLICY PREMIUM: \$21,646



## Subjectivities

In order for this quote to be valid, the following information must be received, reviewed and approved by underwriting prior to the following dates:

Subjectivity	Needed By
Signed Surplus Lines Filing Form	Within 10 days of binding coverage.
Signed/dated Terrorism Disclosure Notice	Prior to binding coverage



## Conditions

Quote Expiration Date: 10/19/2024

The premium amount(s) stated above does not include the premium for Certified Acts of Terrorism. In the event that you chose to purchase Certified Acts of Terrorism, the total premium shall be the premium stated above plus the additional premium noted for Certified Acts of Terrorism.

Payment Terms – In order to bind coverage, we must receive your written instructions confirming coverage(s) desired prior to releasing policy numbers. Premium is due thirty (30) days from the effective date of the coverage.

Thank you for your time and consideration.

Sincerely,

Steven Smith

Vice President - Senior Underwriter

ssmith@distinguished.com

415-713-0215

Distinguished Programs Insurance Brokerage LLC

CA License # 0D06551



## Policy Form & Endorsement Listing

Title	Number	Edition
MOLD MATTER EXCLUSION FOR VACANT UNITS OR BUILDINGS UNTIL TENANT OCCUPIED GIVEBACK WITH COMPLETION OF CONSTRUCTION	PLLP 01 02 02 44e	Ed. (03 22)
CHOICE OF LAW AND JURISDICTION AND VENUE CONDITIONS DELETION	PLLP 01 02 06 09	Ed. (03 22)
ADDITIONAL INSURED SCHEDULE - AUTOMATIC WHEN REQUIRED BY WRITTEN CONTRACT	PLLP 01 02 07 01c	Ed. (03 22)
ADDITIONAL NAMED INSURED SCHEDULE	PLLP 01 02 07 02	Ed. (03 22)
CAP ON CERTIFIED ACTS OF TERRORISM AND COVERAGE FOR OTHER ACTS OF TERRORISM	PLLP 01 02 08 01	Ed. (03 22)
POLLUTANT EXCLUSION - PFAS - SPECIFIED COVERAGE SECTIONS	PLLP 01 02 02 48g	Ed. (03 23)
NATURAL AND CULTURAL RESOURCE PROTECTION COVERAGE	PLLP 01 02 01 60 (04 23)	Ed. (04 23)
AON - DEFENSE OBLIGATIONS	PLLP 01 02 01 56	Ed. (05 23)
CONDITIONS - SANCTION LIMITATIONS	PLLP 01 02 06 16	Ed. (05 24)
TERRORISM EXCLUSION	PLLP 01 02 08 03	Ed. (03 22)



Endorsement No. 1

This endorsement, effective 10/1/2024, forms a part of Policy No: PLLP D0001208 01 issued to City of Reno by SiriusPoint Specialty Insurance Corporation (The Company)

THIS ENDORSEMENT MODIFIES THE INSURANCE PROVIDED UNDER THIS POLICY.  
PLEASE READ IT CAREFULLY.

**MOLD MATTER EXCLUSION FOR VACANT UNITS OR BUILDINGS UNTIL TENANT OCCUPIED  
GIVEBACK WITH COMPLETION OF CONSTRUCTION**

In consideration of the following adjustment of premium: \$0

The INSURED and the Company agree to the following change(s):

With regard to all COVERED LOCATION(s), unless specified COVERED LOCATION(s) are listed in the COVERED LOCATION(s) Schedule below, then only as to those specified COVERED LOCATION(s):

SECTION II. EXCLUSIONS is amended by the addition of the following:

Mold Matter in Vacant Buildings or Units

Any MOLD MATTER in a building or unit of the COVERED LOCATION that is vacant at the inception date of this Policy.

This exclusion applies separately to each building on the COVERED LOCATION(s). This exclusion will no longer apply to a particular unit or building once it becomes occupied by a tenant and if applicable, all construction activities within that particular unit or building have been completed. For purposes of this endorsement, construction is deemed complete when, if applicable, the INSURED has received a Certificate of Occupancy from the government entity or building department with authority over such matters, and the applicable structure has been put to its intended use.

COVERED LOCATION(s) Schedule:

Address Line 1	Address Line 2	City	State	Zip

[X] If an "x" is present in the bracket, this endorsement does not apply to the MORTGAGEE.

All other terms and conditions remain the same.



Endorsement No. 2

This endorsement, effective 10/1/2024, forms a part of Policy No: PLLP D0001208 01 issued to City of Reno by SiriusPoint Specialty Insurance Corporation (The Company)

THIS ENDORSEMENT MODIFIES THE INSURANCE PROVIDED UNDER THIS POLICY.  
PLEASE READ IT CAREFULLY.

**CHOICE OF LAW AND JURISDICTION AND VENUE CONDITIONS DELETION**

In consideration of the following adjustment of premium: \$0

The INSURED and the Company agree to the following change(s):

SECTION VI. CONDITIONS, I. CHOICE OF LAW and M. JURISDICTION AND VENUE are deleted in their entirety.

All other terms and conditions remain the same.



Endorsement No. 3

This endorsement, effective 10/1/2024, forms a part of Policy No: PLLP D0001208 01 issued to City of Reno by SiriusPoint Specialty Insurance Corporation (The Company)

THIS ENDORSEMENT MODIFIES THE INSURANCE PROVIDED UNDER THIS POLICY.  
PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED SCHEDULE - AUTOMATIC WHEN REQUIRED BY WRITTEN CONTRACT**

In consideration of the following adjustment of premium: \$0

The INSURED and the Company agree to the following change(s):

SECTION VII. DEFINITIONS, A. ADDITIONAL INSURED is amended by the addition of the following:

The following persons or entities are an ADDITIONAL INSURED:

Any person or entity required to be listed as an ADDITIONAL INSURED on this Policy pursuant to a written contract with the INSURED, provided that such contract was executed by the parties prior to the applicable CLAIM, POLLUTION CONDITION, INDOOR CONTAMINANT CONDITION or DISINFECTION EVENT.

All other terms and conditions remain the same.





Endorsement No. 4

This endorsement, effective 10/1/2024, forms a part of Policy No: PLLP D0001208 01 issued to City of Reno by SiriusPoint Specialty Insurance Corporation (The Company)

THIS ENDORSEMENT MODIFIES THE INSURANCE PROVIDED UNDER THIS POLICY.  
PLEASE READ IT CAREFULLY.

**ADDITIONAL NAMED INSURED SCHEDULE**

In consideration of the following adjustment of premium: \$0

The INSURED and the Company agree to the following change(s):

SECTION VII. DEFINITIONS, B. ADDITIONAL NAMED INSURED is amended by the addition of the following:

The following persons or entities are an ADDITIONAL NAMED INSURED:

Reno Redevelopment Agency
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All other terms and conditions remain the same.



Endorsement No. 5

This endorsement, effective 10/1/2024, forms a part of Policy No: PLLP D0001208 01 issued to City of Reno by SiriusPoint Specialty Insurance Corporation (The Company)

THIS ENDORSEMENT MODIFIES THE INSURANCE PROVIDED UNDER THIS POLICY.  
PLEASE READ IT CAREFULLY.

**CAP ON CERTIFIED ACTS OF TERRORISM AND COVERAGE FOR OTHER ACTS OF TERRORISM**

In consideration of the following adjustment of premium: \$0

The INSURED and the Company agree to the following change(s):

- I. Subject to all of the terms and conditions of this Policy, coverage is afforded for the following:

Terrorism

Any CLEAN-UP COSTS, LOSS, EMERGENCY EXPENSES, DIMINUTION IN VALUE, BUSINESS INTERRUPTION LOSS, DISASTER MANAGEMENT COSTS, SUBPOENA EXPENSE, or any other coverages afforded under this Policy, or ANY INJURY OR DAMAGE, arising, directly or indirectly, out of CERTIFIED ACTS OF TERRORISM or OTHER ACT OF TERRORISM.

- II. SECTION II. EXCLUSIONS, J. Hostile Acts is amended by the addition of the following:

This exclusion does not apply to CERTIFIED ACTS OF TERRORISM or an OTHER ACT OF TERRORISM.

- III. You are hereby notified in accordance with the federal Terrorism Risk Insurance Act, as amended, that a portion of your premium for this Policy, as identified in the Declarations, may be attributable to coverage for CERTIFIED ACTS OF TERRORISM.

- IV. The United States Government, Department of Treasury, will pay a share of terrorism losses insured under the federal program. The United States Government generally reimburses 80% beginning January 1, 2020 of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributed to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed \$100 Billion in a Calendar Year, the Treasury will not make any payment for any portion of the amount of such losses that exceeds \$100 Billion. If aggregate losses attributable to CERTIFIED ACTS OF TERRORISM exceed \$100 Billion in a Calendar Year and the Company has met its insurer deductible under the Terrorism Risk Insurance Act, the Company will not be liable for the payment of any portion of the amount of such losses that exceed \$100 Billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

- V. For purposes of this endorsement:

ANY INJURY OR DAMAGE means any injury or damage covered under any coverage section to which this endorsement applies and as may be defined in any applicable coverage section.

CERTIFIED ACTS OF TERRORISM means an act that is 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 pursuant to the federal Terrorism Risk Insurance Act. The criteria contained in the Terrorism Risk Insurance Act for “certified acts of terrorism” include the following:

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

OTHER ACT OF TERRORISM means:

- A. a violent act or an act that is dangerous to human life, property, or infrastructure that is committed by an individual or individuals and that appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion; and
- B. the act is not a certified as a terrorist act pursuant to the federal Terrorism Risk Insurance Act.

All other terms and conditions remain the same.



Endorsement No. 6

This endorsement, effective 10/1/2024, forms a part of Policy No: PLLP D0001208 01 issued to City of Reno by SiriusPoint Specialty Insurance Corporation (The Company)

THIS ENDORSEMENT MODIFIES THE INSURANCE PROVIDED UNDER THIS POLICY.  
PLEASE READ IT CAREFULLY.

**POLLUTANT EXCLUSION - PFAS - SPECIFIED COVERAGE SECTIONS**

In consideration of the following adjustment of premium: \$ 0

The INSURED and the Company agree to the following change(s):

Solely with regard to:

- A. the Coverage Sections listed below; and
- B. all COVERED LOCATION(s), unless specified COVERED LOCATION(s) are listed in the COVERED LOCATION(s) Schedule below, then only as to those specified COVERED LOCATION(s),

SECTION II. EXCLUSIONS is amended by the addition of the following:

Pollutant Exclusion

Any of the following pollutants:

Perfluoroalkyl and polyfluoroalkyl substances, their precursors and any transformation, breakdown, daughter, co-products, additives or derivative products.

Coverage Section(s):

COVERAGE A – ON AND OFF-SITE CLEAN-UP COSTS

COVERAGE B – THIRD-PARTY CLAIMS FOR BODILY INJURY AND PROPERTY DAMAGE

COVERAGE C – EMERGENCY EXPENSES

COVERAGE D – DIMINUTION IN VALUE OF A COVERED LOCATION

COVERAGE E – BUSINESS INTERRUPTION INCLUDING CONTINGENT BUSINESS INTERRUPTION

COVERAGE H – MORTGAGE PROTECTION

COVERED LOCATION(s) Schedule

[ ] If an "x" is present in the bracket, this endorsement does not apply to the MORTGAGEE.

All other terms and conditions remain the same.



Endorsement No. 7

This endorsement, effective 10/1/2024, forms a part of Policy No: PLLP D0001208 01 issued to City of Reno by SiriusPoint Specialty Insurance Corporation (The Company)

THIS ENDORSEMENT MODIFIES THE INSURANCE PROVIDED UNDER THIS POLICY.  
PLEASE READ IT CAREFULLY.

**NATURAL AND CULTURAL RESOURCE PROTECTION COVERAGE**

In consideration of the following adjustment of premium: \$ 0

The INSURED and the Company agree to the following change(s):

- I. Item 3. of the Declarations, COVERAGE SECTIONS, LIMITS OF LIABILITY, SELF-INSURED RETENTIONS AND DEDUCTIBLE PERIODS is amended by the addition of the following:

COVERAGE SECTION	EACH INCIDENT LIMIT OF LIABILITY	COVERAGE SECTION AGGREGATE LIMIT OF LIABILITY	SELF-INSURED RETENTION OR DEDUCTIBLE PERIOD
NATURAL AND CULTURAL RESOURCE PROTECTION	\$ 250,000	\$ 250,000	\$ 50,000

- II. SECTION I. INSURING AGREEMENTS AND DEFENSE OBLIGATIONS is amended by the addition of the following:

**NATURAL AND CULTURAL RESOURCE PROTECTION**

The Company will pay on behalf of the INSURED for PROTECTED RESOURCE RESTORATION COSTS and associated LEGAL COSTS that the INSURED becomes legally obligated to pay as a result of a CLAIM first made against the INSURED during the POLICY PERIOD, but only if:

1. such PROTECTED RESOURCE DAMAGE first commences on or after the inception date of this Policy; and
2. such PROTECTED RESOURCE DAMAGE takes place on, at, or under the COVERED LOCATION, or on, at, or under a property adjoining or abutting such COVERED LOCATION; and
3. such PROTECTED RESOURCE DAMAGE arises solely and directly out of an inadvertent act or error by or on behalf of the INSURED; and
4. the INSURED reports the CLAIM to the Company, in writing, during the POLICY PERIOD or the EXTENDED REPORTING PERIOD if applicable.

- III. Solely with respect to the coverage afforded by this endorsement, SECTION I. INSURING AGREEMENTS AND DEFENSE OBLIGATIONS, K. DEFENSE OBLIGATIONS, first sentence of the first paragraph is deleted in its entirety and replaced with the following:

Provided the INSURED has purchased the applicable Coverage under this Policy, the Company has the right and duty to defend the INSURED against any CLAIM seeking sums payable under Coverage A.1., B, F, G, I, or NATURAL AND CULTURAL RESOURCE PROTECTION even if such CLAIM is groundless, false, or fraudulent.

- IV. Solely with respect to the coverage afforded by this endorsement, SECTION II. EXCLUSIONS, N. Known Conditions/Non-Disclosure is deleted in its entirety and replaced with the following:

N. Known Conditions/Non-Disclosure

Any:

1. actual or alleged POLLUTION CONDITION, INDOOR CONTAMINANT CONDITION, DISINFECTION EVENT, or PROTECTED RESOURCE DAMAGE; or
2. DISASTER MANAGEMENT COSTS or SUBPOENA EXPENSE,

that was known by, or reported to, any RESPONSIBLE PERSON prior to the beginning of the POLICY PERIOD or, for any other coverage added by endorsement issued during the POLICY PERIOD, the effective date of such endorsement.

Any such POLLUTION CONDITION or INDOOR CONTAMINANT CONDITION at a COVERED LOCATION specifically reported, in writing, to the Company prior to the above applicable date, which is not otherwise excluded under this Policy by endorsement, is deemed to be first discovered on the date that the COVERED LOCATION is added to this Policy.

- V. Solely with respect to the coverage afforded by this endorsement, SECTION III. EXTENDED REPORTING PERIOD, first line of the first paragraph is deleted in its entirety and replaced with the following:

The provisions of this SECTION III. only apply to Coverages A, B, F, and NATURAL AND CULTURAL RESOURCE PROTECTION.

- VI. Solely with respect to the coverage afforded by this endorsement, SECTION III. EXTENDED REPORTING PERIOD, B. AUTOMATIC EXTENDED REPORTING PERIOD – NON-RENEWED POLICY, the first paragraph and C. OPTIONAL EXTENDED REPORTING PERIOD, Item 2 are deleted in their entirety and replaced with the following:

B. AUTOMATIC EXTENDED REPORTING PERIOD – NON-RENEWED POLICY

Provided that the INSURED has not renewed this Policy nor purchased any other insurance to replace this Policy, and the INSURED has not purchased the Optional Extended Reporting Period available under SECTION III.C., the INSURED has the right to a period of ninety (90) days following the end of the POLICY PERIOD in which to provide written notice to the Company of any CLAIM first made against the INSURED during the POLICY PERIOD, provided that the CLAIM arises from a POLLUTION CONDITION, INDOOR CONTAMINANT CONDITION or PROTECTED RESOURCE DAMAGE that first commenced before the end of the POLICY PERIOD.

C. OPTIONAL EXTENDED REPORTING PERIOD

2. Upon the FIRST NAMED INSURED's satisfaction of the requirements stated above, a CLAIM first made against the INSURED and reported to the Company within such Optional Extended Reporting Period will be deemed to have been made and reported on the last day of the POLICY PERIOD, provided that the CLAIM arises from a POLLUTION CONDITION, INDOOR CONTAMINANT CONDITION or PROTECTED RESOURCE DAMAGE that is first discovered and reported to the Company, in writing, during the POLICY PERIOD, and otherwise covered by this Policy.

It is a condition precedent to the rights granted under SECTION III.C. that payment of the appropriate premium must be made no later than thirty (30) days after the end of the POLICY PERIOD. The entire premium for the Optional Extended Reporting Period will be deemed earned at its commencement.

- VII. Solely with respect to the coverage afforded by this endorsement, SECTION IV. LIMITS OF LIABILITY AND SELF-INSURED RETENTION, C. EACH INCIDENT LIMIT OF LIABILITY and D. SELF-INSURED RETENTION/DEDUCTIBLE PERIOD, paragraph 2, E. LIMITS OF LIABILITY WHEN MULTIPLE COVERAGES ARE TRIGGERED, and H. MULTIPLE POLICY PERIODS/ANTI-STACKING OF LIMITS are deleted in their entirety and replaced with the following:

C. EACH INCIDENT LIMIT OF LIABILITY

Subject to Items A. and B. above, for each Coverage under this Policy, the most the Company will pay for all coverage arising out of the same, related, or continuous POLLUTION CONDITION(s), INDOOR CONTAMINANT CONDITION(s), DISINFECTION EVENT(s), DISASTER MANAGEMENT COSTS, SUBPOENA EXPENSE(s), or PROTECTED RESOURCE DAMAGE(s) is the Each Incident Limit of Liability applicable to such coverage set forth in Item 3. of the Declarations.

D. SELF-INSURED RETENTION/DEDUCTIBLE PERIOD

Only one Self-Insured Retention applies to all coverage arising out of the same, related, or continuous POLLUTION CONDITION(s), INDOOR CONTAMINANT CONDITION(s), DISINFECTION EVENT(s), DISASTER MANAGEMENT COSTS, SUBPOENA EXPENSE(s), or PROTECTED RESOURCE DAMAGE(s). If the same, related or continuous POLLUTION CONDITION(s), INDOOR CONTAMINANT CONDITION(s), DISINFECTION EVENT(s), DISASTER MANAGEMENT COSTS, SUBPOENA EXPENSE(s) or PROTECTED RESOURCE DAMAGE(s) result in coverage under more than one (1) coverage section afforded under this Policy, or any coverage afforded by other insurance issued by the Company, only the single highest Self-Insured Retention amongst such applicable coverages will apply to such POLLUTION CONDITION, INDOOR CONTAMINANT CONDITION, DISINFECTION EVENT(s), DISASTER MANAGEMENT COSTS, SUBPOENA EXPENSE(s), or PROTECTED RESOURCE DAMAGE(s).

E. LIMITS OF LIABILITY WHEN MULTIPLE COVERAGES ARE TRIGGERED

For purposes of this Policy, the same or related POLLUTION CONDITION(s), INDOOR CONTAMINANT CONDITION(s), or DISINFECTION EVENT(s) at any one (1) JOB SITE, or at any one (1) COVERED LOCATION, or PROTECTED RESOURCE DAMAGE(s) at any one (1) COVERED LOCATION, will be deemed a single POLLUTION CONDITION, INDOOR CONTAMINANT CONDITION, DISINFECTION EVENT, or PROTECTED RESOURCE DAMAGE, as applicable. If such POLLUTION CONDITION, INDOOR CONTAMINANT CONDITION or PROTECTED RESOURCE DAMAGE result in coverage under more than one (1) coverage section, the most the Company will pay under all of the applicable coverage sections is the highest Each Incident Limit of Liability stated in Item 3. of the Declarations among all such applicable coverages.



#### H. MULTIPLE POLICY PERIODS/ANTI-STACKING OF LIMITS

1. In no event will more than one (1) policy, of any type, issued by the Company or any of its affiliates, provide coverage over more than one (1) policy period that arises out of:
  - a. the same or related POLLUTION CONDITION(s), INDOOR CONTAMINANT CONDITION(s), DISINFECTION EVENT(s), DISASTER MANAGEMENT COSTS, SUBPOENA EXPENSE(s) or PROTECTED RESOURCE DAMAGE(s); or
  - b. BODILY INJURY, PROPERTY DAMAGE, ENVIRONMENTAL INJURY, or other injury, damage or loss that occurs or continues through more than one (1) policy period.
2. The only policy that will respond to Items H.1.a. or H.1.b. above is the policy in effect when the first exposure to the POLLUTION CONDITION, INDOOR CONTAMINANT CONDITION, DISINFECTION EVENT, or PROTECTED RESOURCE DAMAGE takes place.

If the date of the first exposure:

- a. occurs prior to the first day of the policy period of the first policy issued by the Company or any of its affiliates; or
- b. cannot be determined;

then the first exposure will be deemed to have occurred only on the first day of the policy period of the first policy issued by the Company or any of its affiliates.

3. If more than one (1) policy, of any type, issued by the Company or any of its affiliates, provides coverage for such first exposure, then the one (1) policy that applies is the policy with the highest applicable Limit of Liability or, if the applicable Limits of Liability are the same, then the policy that incepted earliest in time.

VIII. Solely with respect to the coverage afforded by this endorsement, SECTION V. CLAIM AND NOTICE PROVISIONS, A. NOTIFICATION, E. SETTLEMENT OFFERS, Item 2, G. DUTY TO MITIGATE/COOPERATE, paragraph 1, H. NOTICE OF POSSIBLE CLAIM, Item 2 are deleted in their entirety and replaced with the following:

##### A. NOTIFICATION

Subject to any specific requirements stated in the individual Coverages, in the event any CLAIM is made against an INSURED for LOSS or PROTECTED RESOURCE DAMAGE, or a POLLUTION CONDITION or INDOOR CONTAMINANT CONDITION is first discovered by the INSURED, or coverage is otherwise triggered under this Policy, written or oral notice containing specifics sufficient to identify the INSURED and all reasonably obtainable information with respect to the time, place, and circumstances thereof, and the names and addresses of the injured and of available witnesses, must be given by or for the INSURED to the Company as soon as practicable. In the event of oral notice, the INSURED agrees to furnish a written report to the Company as soon as practicable. The INSURED must also forward to the Company every demand, notice, summons, order, or other process received by an INSURED or an INSURED's representative as soon as practicable, and any other information that the Company may require concerning the incident whether or not the INSURED deems such information to be relevant to the coverage.

In addition, the INSURED must provide written notice as soon as practicable to the Company of any events or circumstances that a RESPONSIBLE PERSON acting in good faith may reasonably expect to give rise to coverage afforded under this Policy.

E. SETTLEMENT OFFERS

2. that exceeds any applicable Self-Insured Retention, is within the Limits of Liability, and does not impose any additional and unreasonable burdens on the INSURED, and the INSURED refuses to consent to such settlement offer, then the most the Company will pay thereafter for the sum of all CLEAN-UP COSTS, LOSS, PROTECTED RESOURCE DAMAGE COSTS and LEGAL COSTS with respect to issues that could have been so settled will be limited to the amount for which the dispute could have been settled had the Company's recommendation been accepted, net of any applicable Self-Insured Retention, plus fifty percent (50%) of such recommended settlement offer, with such additional fifty percent (50%) not to exceed \$250,000.

G. DUTY TO MITIGATE/COOPERATE

The INSURED must make all reasonable attempts to mitigate any POLLUTION CONDITION, INDOOR CONTAMINANT CONDITION, DISINFECTION EVENT, or PROTECTED RESOURCE DAMAGE and comply with APPLICABLE LAWS. The Company has the right, but not the duty, to mitigate such POLLUTION CONDITION, INDOOR CONTAMINANT CONDITION, DISINFECTION EVENT or PROTECTED RESOURCE DAMAGE if, in the sole judgment of the Company, the INSURED fails to take reasonable steps to do so. In such case, any CLEAN-UP COSTS, EMERGENCY EXPENSES or PROTECTED RESOURCE RESTORATION COSTS incurred by the Company are deemed incurred by, with payment owed by, the INSURED to the extent within any applicable Self-Insured Retention or in excess of Limits of Liability.

H. NOTICE OF POSSIBLE CLAIM

2. It is a condition precedent to the coverage afforded by this SECTION V.H. that written notice under Item H.1. above contain all of the following information, and that the INSURED provides any other information and documentation that the Company reasonably requests:
  - a. the cause of the POLLUTION CONDITION or PROTECTED RESOURCE DAMAGE, as applicable; and
  - b. the address of the COVERED LOCATION or other location where the POLLUTION CONDITION or PROTECTED RESOURCE DAMAGE took place; and
  - c. the BODILY INJURY, PROPERTY DAMAGE, CLEAN-UP COSTS or PROTECTED RESOURCE RESTORATION COSTS that has resulted or may result from such POLLUTION CONDITION or PROTECTED RESOURCE DAMAGE; and
  - d. the name of the INSURED that may be subject to the CLAIM and of any potential claimant(s); and
  - e. all engineering or consultant information available on the POLLUTION CONDITION or PROTECTED RESOURCE DAMAGE; and
  - f. the circumstances by which and the date the INSURED first became aware of the POSSIBLE CLAIM.

- IX. Solely with respect to the coverage afforded by this endorsement, SECTION VII. DEFINITIONS is amended by the addition of the following:

CULTURAL RESOURCES means any prehistoric or historic district, site, building, structure, skeletal remains or object on, at or under the COVERED LOCATION, or on, at, or under a property adjoining or abutting such COVERED LOCATION, that is included on, or eligible for inclusion on, the National Register of Historic Places pursuant to Title 54 of the United States Code, or any similar state, local government or Native American Tribe regulation, including artifacts, records, and material remains relating to the prehistoric or historic district, site, building, structure, or object.

ECOLOGICAL CONSULTANT means a qualified professional in the context of the given circumstance, which may include at the Company's discretion, National Environmental Protection Act document preparation and project management experience in environmental consulting. Such professional must hold a bachelor's degree in a related environmental or other science-related field. The Company has the sole right to select and retain the ECOLOGICAL CONSULTANT, but the Company will consult with the FIRST NAMED INSURED in conjunction with the selection of the ECOLOGICAL CONSULTANT. The Company may require that such professional meet certain minimum qualifications, including experience with the Endangered Species Act of 1973 and National Historic Preservation Act.

PROTECTED RESOURCE DAMAGE means physical injury to, or destruction of land, fish, wildlife, biota, surface water, wetlands, CULTURAL RESOURCES, or any habitat resources belonging to, managed by, held in trust by, or otherwise controlled by the United States (including land, fish, wildlife, and biota protected under the Endangered Species Act of 1973), any state, or local government, or any Native American Tribe.

PROTECTED RESOURCE DAMAGE does not include any physical injury or destruction caused, in whole or in part, by any POLLUTION CONDITION or INDOOR CONTAMINANT CONDITION.

PROTECTED RESOURCE RESTORATION COSTS means reasonable and necessary expenses incurred to rectify or compensate for PROTECTED RESOURCE DAMAGE to the extent recommended, in writing, by an ECOLOGICAL CONSULTANT.

PROTECTED RESOURCE RESTORATION COSTS also include civil penalties issued pursuant to the Endangered Species Act of 1973 or Sections 309 or 404 of the Clean Water Act.

- X. Solely with respect to the coverage afforded by this endorsement, SECTION VII. DEFINITIONS, DEFINITION K. is deleted in its entirety and replaced with the following:

- K. CLAIM means a written demand, including but not limited to lawsuits, orders, petitions, formal demands for arbitration or MEDIATION, or governmental or regulatory actions, made against the INSURED by a person or entity, alleging liability or responsibility on the part of the INSURED and seeking a remedy from the INSURED because of PROTECTED RESOURCE DAMAGE.

A CLAIM does not include any of the aforementioned items that arise, in whole or in part, from any POLLUTION CONDITION or INDOOR CONTAMINANT CONDITION.

For purposes of this Policy, a CLAIM does not include a POSSIBLE CLAIM that was reported under a prior policy, but which has become a CLAIM during the POLICY PERIOD of this Policy as described in SECTION V.H.

All other terms and conditions remain the same.



Endorsement No. 8

This endorsement, effective 10/1/2024, forms a part of Policy No: PLLP D0001208 01 issued to City of Reno by SiriusPoint Specialty Insurance Corporation (The Company)

THIS ENDORSEMENT MODIFIES THE INSURANCE PROVIDED UNDER THIS POLICY.  
PLEASE READ IT CAREFULLY.

**AON – DEFENSE OBLIGATIONS**

In consideration of the following adjustment of premium: \$ 0

The INSURED and the Company agree to the following change(s):

SECTION I. INSURING AGREEMENTS AND DEFENSE OBLIGATIONS, K. DEFENSE OBLIGATIONS is deleted in its entirety and replaced with the following:

**K. DEFENSE OBLIGATIONS**

Provided the INSURED has purchased the applicable Coverage under this Policy, the Company has the right and duty to defend the INSURED against any CLAIM seeking sums payable under Coverage A.1., B, F, G or I, even if such CLAIM is groundless, false or fraudulent. The Company has the sole right to select and appoint counsel to represent the INSURED, but the Company will consult with the FIRST NAMED INSURED in conjunction with the selection of such counsel. The Company has no duty to defend the INSURED against any CLAIM to which this Policy does not apply, and the Company has no duty to defend any criminal proceeding. The Company will not investigate, defend, pay, or settle any CLAIM after the applicable Limit of Liability described in SECTION IV. has been exhausted.

To the extent allowable by law, the Company may appoint one (1) counsel to defend all INSUREDs on a joint defense basis, and each INSURED, by seeking a defense under this Policy, consents to and waives conflict for such joint defense.

All other terms and conditions remain the same.



Endorsement No. 9

This endorsement, effective 10/1/2024, forms a part of Policy No: PLLP D0001208 01 issued to City of Reno by SiriusPoint Specialty Insurance Corporation (The Company)

THIS ENDORSEMENT MODIFIES THE INSURANCE PROVIDED UNDER THIS POLICY.  
PLEASE READ IT CAREFULLY.

**SANCTION LIMITATIONS CONDITION**

In consideration of the following adjustment of premium: \$0

The INSURED and the Company agree to the following change(s):

SECTION VI. CONDITIONS, P. SANCTION LIMITATIONS is deleted in its entirety and replaced with the following:

- P. SANCTION LIMITATIONS - No Company or reinsurer is deemed to provide coverage and no Company or reinsurer is liable to pay any CLAIM, CLEAN-UP COSTS, LOSS, EMERGENCY EXPENSES, DIMINUTION OF VALUE, BUSINESS INTERRUPTION LOSS, MORTGAGE PROTECTION, DISASTER MANAGEMENT COSTS, SUBPEONA EXPENSE or associated LEGAL COSTS, if any, or any other coverage afforded by endorsement, or provide any benefit hereunder to the extent it would expose the Company or reinsurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

All other terms and conditions remain the same.



Endorsement No. 10

This endorsement, effective 10/1/2024, forms a part of Policy No: PLLP D0001208 01 issued to City of Reno by SiriusPoint Specialty Insurance Corporation (The Company)

THIS ENDORSEMENT MODIFIES THE INSURANCE PROVIDED UNDER THIS POLICY.  
PLEASE READ IT CAREFULLY.

**TERRORISM EXCLUSION**

In consideration of the following adjustment of premium: \$0

The INSURED and the Company agree to the following change(s):

- I. Solely for the purpose of clarity, SECTION II. EXCLUSIONS, J. Hostile Acts is intended to encompass, and will apply to ANY INJURY OR DAMAGE arising, directly or indirectly, out of TERRORISM.
- II. For purposes of this endorsement:

ANY INJURY OR DAMAGE means any coverage afforded under this Policy, and includes but is not limited to CLEAN-UP COSTS, LOSS, EMERGENCY EXPENSES, DIMINUTION IN VALUE, BUSINESS INTERRUPTION LOSS, DISASTER MANAGEMENT COSTS, and SUBPOENA EXPENSE as may be defined in any Coverage Section.

TERRORISM means a violent act or an act that is dangerous to human life, property, or infrastructure that is committed by an individual or individuals and that appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion. TERRORISM includes any act that is certified as a terrorist act pursuant to the federal Terrorism Risk Insurance Act.

All other terms and conditions remain the same.

**Safety National**  
**CITY OF RENO**

## EXCESS

Account Number 6006466

Effective Date 10/01/2024

Policy Number      SP 4067403

Date Printed 07/15/2024

## NEVADA

03/01/2024 Advisory Loss Costs, NCCI as of 10/01/2024

Surcharge 1.2900 included in rate

% Payroll	Code	Classification	Exposure	Rate	Premium
14.8963 %	7710	Firefighters & Drivers	\$ 10,728,000	8.02	\$ 860,386
17.6456 %	7720	Police Officers & Drivers	\$ 12,708,000	4.19	\$ 532,465
67.4581 %	9410	Municipal, Township, County or State Employee NOC	\$ 48,582,000	1.77	\$ 859,901

NEVADA Totals	\$ 72,018,000	\$ 2,252,752
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	Total	Total Annual Manual Premium
Payroll	\$ 72,018,000	\$ 2,252,752
Manhours	0	\$ 0
Combined		\$ 2,252,752



# CRISIS PROTECTION WORKERS' COMPENSATION



**S**afety National Crisis Protection® is a crisis management and extraction benefit provided exclusively for Safety National's excess, large deductible and select guaranteed cost workers' compensation customers. If your business undergoes a qualifying "Domestic Crisis Event" that directly involves your business and involves the death of two or more of your employees, Safety National® will either pay one of our approved vendors to assist with crisis management or reimburse you directly for the approved costs incurred with a vendor of your choice. If you experience a qualifying "International Extraction Crisis Event" that requires international employee extraction, we will reimburse you directly for the approved costs.

## How Does It Work?

If a qualifying "Domestic Crisis Event" or "International Extraction Crisis Event" occurs, Safety National Crisis Protection will help you minimize post-crisis risk to the organization, its stakeholders and employees directly involved in the event (including immediate family of the involved employee). The annual, aggregate limit for these complimentary benefits, or any combination of the two, is \$50,000. These benefits are accessible when you need them and are provided by Safety National free of charge.

## "Domestic Crisis Events" Include:

Multiple employee deaths (two or more) resulting from the following man-made events:

- Explosion
- Arson
- Bombing
- Workplace Violence
- Structural Fire
- Vehicular Accident

Multiple employee deaths (two or more) resulting from the following natural disasters:

- Tornado
- Explosion
- Wildfire
- Structural Fire
- Earthquake and Any Resulting Tsunami Hurricane
- Flood

## "International Extraction Crisis Events" Include:

Employee extraction necessitated by the following:

### MAN-MADE EVENTS:

- Explosion
- Arson
- Bombing
- Riot
- Government Collapse & Political Unrest

### NATURAL DISASTERS:

- Tornado
- Explosion
- Wildfire
- Earthquake and Any Resulting Tsunami
- Cyclone/Typhoon/Hurricane
- Flood

## LEARN MORE

For more information about Safety National Crisis Protection, please visit [safetynational.com/crisis-protection-WC](https://safetynational.com/crisis-protection-WC). If you have additional questions about this free benefit, please contact us at [crisisprotection@safetynational.com](mailto:crisisprotection@safetynational.com).

## Benefits:

- Provided at no cost to policyholders, with a \$50,000 annual, aggregate benefit limit for a qualifying "Domestic Crisis Event," a qualifying "International Extraction Crisis Event" or any combination of the two.
- A 24-hour crisis hotline to preferred and approved "Domestic Crisis Event" vendors.
- Benefit extends to immediate family of an employee that is directly involved in the "Domestic Crisis Event."
- The benefit can be used for qualified "Domestic Crisis Events" to help with:
  - » Crisis Management
  - » Crisis Response
  - » Public Relations
  - » Emergency Psychological Treatment
- Includes crisis communication and media management.
- Short-term counseling and referral for directly involved employees and their immediate family.



# Medical Management Program



**S**afety National® provides supplemental services to help manage complicated claims towards the best possible outcome by ensuring injured workers receive the correct diagnosis and treatment.

## Benefits include:

- Early expert intervention on complex cases to help dramatically increase the chances of success. This includes higher level of functional recovery, reduced recovery times, avoidance of unnecessary treatments, less time out of work and less severity among cases.
- The ability to lower workers' compensation costs by reducing the risks and costs of inadequate treatment plans and unnecessary tests, procedures, prescription drugs and hospital stays.
- Predictive modeling to keep claims moving forward quickly and accurately and to identify problem claims early. Your team remains in full control of claims issues while gaining access to the world's best medical minds. Communication stays open. Claims stay on track.
- Peace of mind for employees, who can be confident they are getting the best possible care, improving satisfaction and reducing potential litigation.



## Services include:

### Catastrophic Claims Consulting

A catastrophic injury claims program that provides real-time guidance from top experts in trauma, rehabilitation and other specialties. This program helps to reduce errors and ensure that best practices are being followed to achieve the best possible clinical outcomes on the most-challenging and costly workers' compensation claims.

### Impartial Medical Review

A pro-active, consultative medical review for injured workers at high risk for adverse developments in their medical condition. Based on specific needs, the case will be assigned to an expert physician to review the current diagnosis and treatment plan to make sure the diagnosis and care plan is accurate.

### Long-Term Claims Evaluation

An independent scientific evaluation of complex, hard-to-resolve claims. This assessment helps to clarify the injured worker's clinical problems, identify appropriate medical solutions and then assist with implementation.

### Chronic Pain & Opioid Dependency Program

A program that addresses chronic pain cases and opioid dependency by combining pharmacy review, behavioral therapy and expert physician oversight to create integrated treatment plans that teach injured workers how to successfully manage pain without the use of narcotics.

For more information, contact our medical management team at **866-762-2559** or **MedMgmt@SafetyNational.com**.



Auto Physical Damage and  
Contractors Equipment

**INSURANCE RENEWAL PROPOSAL**

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City of Reno  
1 East First Street  
Reno, NV 895018

Prepared For:

Aon Risk Insurance Services West, Inc.  
Public Entities Practice Group  
707 Wilshire Blvd., Suite 2600  
Los Angeles, CA 90017  
Attn: Kyle Powell

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Prepared by: Craig Mogielnicki

THE HANOVER INSURANCE COMPANY - INLAND MARINE DIVISION

This proposal shows the premiums for the general coverages described, but in no way changes or affects any terms, conditions or exclusions of policies as actually issued. Premiums shown are based on information furnished the company.

Proposal Dated: 9-6-2024	Effective Dates 10-01-2024 to 10-01-2025
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## AUTO PHYSICAL DAMAGE

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Covered property - **Your vehicles and vehicles you have leased FROM OTHERS under a written lease contract**

### COVERAGE LIMITS

**Scheduled Vehicles on File** – Schedule received 7-10-2024 & 9-5-24 ☒

**Catastrophe Limit** – The most we pay for loss in any  
One occurrence for all Vehicles is: \$10,000,000

**Perils Covered: "All risk" subject to perils excluded**

#### Coverage Extensions:

\* Additional Debris Removal Expenses **\$50,000**

#### Supplemental Coverages:

* Newly Acquired and substitute Vehicles	\$1,000,000
*Number of Days	365
* Pollutant Cleanup And Removal	<b>\$25,000</b>
* Towing and Labor Costs	\$25,000
* Rental Reimbursement	\$500 per day / \$10,000 max.

#### Property Not Covered:

Aircraft or Watercraft; Cargo; Communication Equipment; Contraband; Leased or Rented Property; Personal Effects; Mobile Equipment; Tools; Loaned Property; Suspended, Revoked, or Invalid License; Waterborne Property.

#### Perils Excluded:

Civil Authority; Nuclear Hazard; War and Military Action; Contamination or Deterioration; Criminal, Fraudulent, Dishonest or Illegal Acts; Loss of Use; Mechanical Breakdown; Missing Property; Pollutants; Temperature/Humidity; Voluntary Parting; Wear and Tear; Weight of Load.

**Conditions:**

- 1. Terms are per Hanover form IM441-1075 01 09 unless otherwise noted below.**
- 2. Annual adjustment at 50% of agreed rates. Manuscript Endorsement – Annual Adjustment-Reporting Provisions – IM 7851 E**
- 3. Replacement cost not to exceed 125% of SOV value; no age restriction. Other valuation terms are per expiring. Manuscript Endorsement – Valuation – IM 7851 C**
- 4. Newly acquired vehicles covered up to \$1,000,000 per unit. Values over this must be reported to company upon acquisition.**
- 5. Personal effects of \$1,000 per person and \$10,000 per occurrence in a vehicle not subject to a special deductible (policy deductible applies). Manuscript Endorsement - Personal Effects & Rental Reimbursement Extension - IM 7851 F**
- 6. Coverage included for permanently installed communication equipment included in value of auto. Mobile equipment can be covered under a separate CE form for additional premium. Manuscript Endorsement Communication Equipment – IM 7851 D**
- 7. Manuscript Endorsement – Maximum Deductible – IM 7851 A**
- 8. Manuscript Endorsement – Maximum Aggregate Policy Limit – IM 7851 B**
- 9. Manuscript Endorsement – Vehicles Borrowed From Others – IM 7851 G**
- 10. Manuscript Endorsement – Amended Property Not Covered and Amended Definition of Vehicles – IM 7851 H**

<b>Form:</b>	<b>IM441-1075 01 09</b>
<b>Rate:</b>	<b>\$0.48</b>
<b>Rating Base:</b>	<b>\$79,922,420 Total Insured Value of Vehicles</b>
<b>Deductibles:</b>	<b>\$500,000 – Fire engines \$250,000 – flood at 3415 Idlewild Drive \$25,000 – All other</b>
<b>Premium:</b>	<b>\$383,628</b>
<b>Reporting:</b>	<b>Annual</b>

<b>CONTRACTORS EQUIPMENT - ANNUAL ADJUSTMENT</b>
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**Coverage Form**

**IM441-1471 Contractor's Equipment Coverage** is "all risk" subject to policy form terms, conditions, and exclusions.

**Property Covered**

<b>Contractor's Equipment per Schedule Submitted</b>	\$5,709,409
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**Unscheduled Contractor's Equipment**

Unscheduled Contractor's Equipment Limit of Insurance	\$250,000
Unscheduled Maximum Limit Per Any One Item	\$25,000

**Newly Acquired Contractor's Equipment**

Maximum Limit Per Any One Item	\$1,000,000
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**Agreed Amount Endorsement**

**Deductible**

Per Occurrence Deductible	\$25,000
3415 Idelwild Drive – flood only	\$250,000

**Valuation**

Replacement Cost

**Coinsurance**

Waived

**Additional Coverages:**

Business Personal Property	\$25,000
Continuing Rental or Lease Expense	\$25,000
Contract Penalty	\$25,000
Debris Removal - Additional Limits	\$100,000
Employee Tools and Work Clothing	
Any One Occurrence	\$10,000
Any One Item	\$2,500
Engine Emissions Green Coverage	
Any One Occurrence	\$5,000
Any One Policy Period	\$10,000
Equipment Borrowed From Others	\$50,000
Equipment Leased and Rented From Others	\$50,000
Equipment Leased or Rented To Others	\$500,000
Equipment Loaned To Others	\$500,000
Expediting Expense	\$25,000

Extended Warranties	\$5,000	
False Pretense	\$500,000	
Fire and Police Department Service Charges	\$50,000	
Fire Suppression Equipment	\$50,000	
Hauling Property of Others as a Carrier for Hire	\$200,000	
Installation or Rigging Property	\$25,000	
Loss Adjustment Expenses	\$5,000	
Pollutant Clean Up and Removal	\$100,000	
Preservation of Property	\$5,000	
Rental Reimbursement	\$100,000	
Rental Reimbursement Waiting Period	72	Hours
Reward Payments	\$25,000	
Spare Parts and Fuel	\$25,000	
Theft Prevention Devices Deductible Waiver	\$25,000	
Waterborne Property	\$500,000	

<u>Coverage</u>	<u>Annual Rate</u>	<u>Annual Premium</u>	<u>Minimum Premium</u>
Contractor's Equipment	\$0.48	\$28,605	Deposit \$24,500

**Reporting Condition:**

- Terms are per Hanover for IM 441 1371 unless otherwise noted below
- This coverage is subject to annual adjustment. Once we receive the updated schedule for the coming year, we will use it to adjust premium on the expiring term.
- We may elect to provide loss control service to this account and would anticipate compliance with any essential recommendations.
- Renewal Proposal subject to confirmation of final schedule with values at renewal date.
- The \$10MM combined APD/CE loss limit remains in place.
- Flood is excluded for zones A/D/V – can be revisited with complete addresses for garaging locations, and subject to underwriting acceptability.

### PREMIUM SUMMARY

<b>AUTO PHYSICAL DAMAGE</b>	<b>\$383,628</b>
<b>CONTRACTOR'S EQUIPMENT</b>	<b>\$28,605</b>
<b>TOTAL DEPOSIT PREMIUM excluding TRIA</b>	<b>\$412,233</b>

**Commission:** **0% (net of commission)**

Optional Terrorism Premium	Rejected
Mandatory Fire Following Premium	N/A
Total Terrorism Premium	Rejected

Terms and conditions outlined in the quote may differ from the specifications submitted; please review the specific coverage part for details on coverages and exclusions. Changes in the information in your submission or changes in the job specifications may change the terms of the quote proposal.

Please feel free to let me know if you have any questions.

Sincerely,

*Craig Mogielnicki*

Craig Mogielnicki, CPCU, AMIM  
AVP Marine Underwriting, Pacific Region  
Hanover Insurance Group



THIS NOTICE IS PROVIDED IN RESPONSE TO THE DISCLOSURE REQUIREMENTS OF THE TERRORISM RISK INSURANCE ACT. THIS NOTICE DOES NOT GRANT COVERAGE OR CHANGE THE TERMS AND CONDITIONS OF COVERAGE UNDER THE POLICY. IF THERE IS A CONFLICT BETWEEN THIS NOTICE AND THE POLICY, THE PROVISIONS OF THE POLICY SHALL APPLY.

## DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT

### Schedule

<b>Disclosure of Premium:</b>	
Total Terrorism Premium	<b>\$ Rejected</b>
Fire Following Premium	<b>\$ N/A</b>
Other than Fire Following Premium	<b>\$ Rejected</b>

### Disclosure of Terrorism Coverage Available

You are hereby 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" defined in Section 102(1) of the Act as follows:

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.

The premium charged for this coverage is provided in the Schedule above and does not include any charges for the portion of loss that may be covered by the Federal Government as described below.

Your policy may contain other exclusions which could affect your coverage, such as an exclusion for Nuclear Events or Pollution. **Please read your policy carefully.**

### **Note for Commercial Property or Commercial Inland Marine Policyholders in Standard Fire States:**

In your state, a terrorism exclusion makes an exception for (and therefore provides coverage for) fire losses resulting from an act of terrorism. If you reject the offer of terrorism coverage, therefore, that rejection does not apply to fire losses resulting from an act of terrorism. Coverage for such fire losses will be provided in your policy. The additional premium just for such fire coverage is shown in the Schedule above.

### Disclosure of Federal Participation in Payment of Terrorism Losses

The United States government through the Department of the Treasury may pay a share of terrorism losses insured under the federal program under a formula set forth in the Act. Under this formula, the United States government generally reimburses the following percentage of covered terrorism loss which exceeds the statutorily established deductible paid by the insurance company providing the coverage: 85% through 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.

### Cap on Insurer Participation in Payment of Terrorism Losses

The Act contains a \$100 billion cap that limits the reimbursement by the United States government as well as insurers' liability for losses resulting from certified acts of terrorism. If the aggregate of insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Act, we will not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion. In such case, insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

### Rejection of Terrorism Insurance Coverage

☐ I decline to purchase terrorism coverage for certified acts of terrorism. I understand that I will have no coverage for losses resulting from certified acts of terrorism.

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Applicant/Policyholder Signature

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Print Name

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Date

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Hanover Insurance Company

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Insurance Company

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Quote or Policy Number