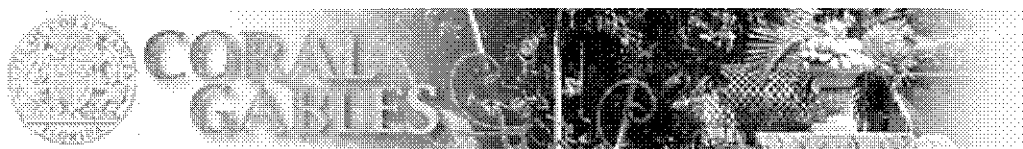


# Renewal Proposal for May 1, 2010-2011

Presented to

**The City of Coral Gables**

March 26, 2010



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Suite 1100  
Miami, Florida 33131

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*This Renewal Proposal 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 dates(s) of the proposed policy(ies) and does not include subsequent changes. This Renewal Proposal is not an insurance policy and does not confer, amend, alter or extend the coverage afforded by the listed proposed policy(ies). The insurance afforded by the listed proposed policy(ies) shall be subject to all the terms, exclusions and conditions of such policy(ies).*

## Executive Summary

### Marketing:

As discussed in our renewal strategy meeting in February, Lexington Insurance Company is reducing overall capacity for their wind exposure in Florida.

As a result, Lexington quoted a \$10 Million Primary on your program this year (currently they write \$25 Million). We then obtained a \$15MM quota share layer excess of the \$10 Million primary following the Lexington form, for a total of \$25 Million named windstorm limits.

Landmark Insurance Company, your incumbent, quoted the Excess of \$25 Million (excluding Named Windstorm) layer.

We were able to negotiate the following:

- Negotiate with Lexington to retain the Boiler and Machinery coverage and increase the limit from \$25 Million to \$35 Million for this coverage at no additional cost.
- Vehicle settlement- Stated Amount to apply to vehicles in excess of \$100,000

Overall the values went down by approximately 10% and the premium remained flat with no changes.

Thank you for providing us with the opportunity to provide the City of Coral Gables with this proposal. We look forward to working with you this year.

### Subjectivities:

- Subject to schedule for Autos/Mobile Equipment (provide to carrier)
- The attached Terrorism disclosure form 96553 (2/08) must be completed, signed by the Insured, and returned to the Insurance Company. The Terrorism Exclusion (96654, ed. 1/08) applies if coverage is rejected.
- Subject to inspections and compliance to recommendations (if any)
- Quote is subject to disclosure of any claims or occurrences which may affect this policy which the Insured shall become aware of subsequent to the application date and prior to the inception date of coverage for this quote.
- Subject to favorable financials, inspection report(s) and compliance with recommendations

## **Surplus Lines:**

Property coverage is exempted to Florida Surplus Lines Tax of 5%; but it is subject to Hurricane Cat Fund of 1%, the Citizens Assessment of 1.4% and the Fire Department charge of \$4.00.

Insurance for this proposal is not available in the admitted market due to the scope of hazards. Therefore, this insurance proposal is with an insurer not licensed to transact insurance in the states of exposure and is issued and delivered as surplus lines coverage pursuant to the various state insurance laws. Persons insured by surplus lines carriers do not have the protection of the state insurance guaranty funds to the extent of any right of recovery for the obligation of an insolvent unlicensed insurer. The states do not audit the finances or review the solvency of the surplus lines insurer providing this coverage. Applicable surplus lines taxes and fees apply.

In some instances, insurance placements made by ARS on your behalf may require the payment of state surplus lines or other premium taxes and/or fees in addition to the premium itself. ARS will make every effort to identify any such tax and/or fee in advance, but in all instances the payment of these taxes and/or fees will remain the responsibility of you, the Client, and ARS will invoice you for the payment of such taxes and fees.

## **Aon's Policy on Use of Intermediaries**

Normally, we seek to approach all markets directly as the following statement of our overall policy on the use of intermediaries

It is Aon's policy that our retail brokers approach markets directly (without an intermediary) wherever possible. However, Aon will consider and recommend the use of a wholesaler or other intermediary where we believe it is in the client's best interest for one or more of the following reasons:

1. Certain insurers will only underwrite through designated wholesaler or other organization or agency, such as a Managing General Agent or Managing General Underwriter.
2. If a Client's particular risks and coverage needs require the unique or specialized expertise developed by certain intermediaries.
3. There may be jurisdictional licensing requirements that preclude a US retail broker from accessing certain markets on behalf of its clients (e.g., Bermuda, United Kingdom).
4. Certain insurers have multiple access points, some of which require access through an intermediary. This can occur in one of two ways:
  - Some insurers have different underwriting groups around the world. This kind of insurer may specify its risk appetite and capabilities by geographic location. In this instance, we would endeavor to match the client with the most suitable insurer access point.
  - Other insurers have similar appetites and capabilities in all geographic locations. In these scenarios, we will discuss with you our recommended access point, which will be based on our professional judgment and experience where we believe the best underwriting result will be obtained. In these instances, the preferred avenue is usually to access the market directly unless there are extenuating circumstances.

In all instances, Aon will advise its clients of the available options, the nature of the intermediary (whether affiliated with Aon or a non-affiliated entity) and, wherever possible, of the compensation to be earned by the proposed intermediary.

## **Premiums Payable to Aon**

Premiums paid by Client to ARS for remittance to insurers and Client refunds and claim payments paid to ARS by insurance companies for remittance to Client are deposited into fiduciary accounts in accordance with applicable insurance laws until they are due to be paid to the insurance company or Client. Subject to such laws and the applicable insurance company's consent, where required, ARS will retain the interest or investment income earned while such funds are on deposit in such accounts.

## **Aon Policy Administration Charge**

ARS performs various administrative functions related to the procurement of coverage, including, but not limited to, electronic policy filing and storage, expiration tracking, and client data management and administration. Where legally permitted to do so, ARS charges for its own account and collects from its clients, a \$250 administrative fee per policy placed. This administrative fee is in addition to and not in lieu of any other service fees agreed to and paid to us by our clients and/or any commissions paid to us by insurers, and this administrative fee appears as a separately billed charge on the invoices we issue.

## **Renewal Proposal**

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).

## Acknowledgment and Approval of Insured

I hereby acknowledge receipt and review of the information in this Renewal Proposal ("Proposal"), including all commission disclosures provided in the attached Quote Disclosure Report, and approve the insurance program(s) recommended. I understand that my instructions to you to bind the insurance program(s) recommended in this Proposal constitute my acceptance of the terms and conditions described in this Proposal and the commissions set forth in the Quote Disclosure Report. I further agree that you are entitled to earn, collect and retain such commissions from the gross premiums paid by me to insurers with which the insurance programs are placed before remitting the net premium to them. I also acknowledge that you have provided information about Aon's contractual agreements and ownership interest, if any, in the insurers listed in this Proposal through Aon's public website, [http://www.aon.com/market\\_relationships](http://www.aon.com/market_relationships).

**Date:** \_\_\_\_\_

**On behalf of the City of Coral Gables**

## Aon Service Team

Contact	Responsibility	Email	Phone Number
Lisette Dediego	Account Executive	<a href="mailto:Lisette.dediego@aon.com">Lisette.dediego@aon.com</a>	305.961.6005
Veronica Chaveco	Account Specialist	<a href="mailto:Veronica.Chaveco@aon.com">Veronica.Chaveco@aon.com</a>	305.961.6146
Martha Roig	Senior Broker	<a href="mailto:Martha.Roig@aon.com">Martha.Roig@aon.com</a>	305.961.6170
Claims	Andrea Vega	<a href="mailto:Andrea.Vega@aon.com">Andrea.Vega@aon.com</a>	305.961.6210



## Details of Coverage / Policy Term / Premium

### PRIMARY PROPERTY POLICY

#### Lexington Insurance Company

**Limits:** \$10,000,000 PRIMARY any one occurrence for all perils, coverages and locations combined and subject to the following sublimits.

The following sub-limits are part of and not in addition to the policy limit of liability and are per occurrence unless otherwise noted:

- \$ 5,000,000 Annual Aggregate Limit for Flood as respects for locations wholly or partially within Special Flood Hazard Areas (SFHA) areas of 100-year flooding as defined by the Federal Emergency Management Agency (FEMA). If flood arises out of a Named Storm, then only the Named Storm sublimit or liability applies
- \$ 5,000,000 Annual Aggregate as respects Earthquake. Except: California, Alaska, Hawaii, Puerto Rico, Pacific Northwest and New Madrid Zones.
- \$ 10,000,000 Named Storm regardless of the number of coverage's, locations or perils involved including, but not limited to all flood (however caused) wind, wind gusts, storm surges, tornadoes, cyclones, hail or rain, the maximum amount the Company will pay per Occurrence as respects all covered loss or damage arising out of a "Named Storm" (a name storm that has been declared by the National Weather Service to be a Hurricane, Typhoon, Tropical Cyclone, Tropical Storm and Tropical Depression)
- \$ 5,285,000 Per Occurrence Time Element
- \$ 250,000 Per Occurrence for all Property in Transit, \$100,000 Maximum per Vehicle
- \$ 5,000,000 For Newly Acquired Property for a period of 90 days, if not reported to the Company in that 90 day period coverage ceases
- \$ 5,000,000 Errors and Omissions, subject to all other sub-limits contained in the policy
- \$ 250,000 Personal Property of the Insured's officers and employees while on the premises of the Insured

Policy Limit	Demolition Coverage A
\$ 5,000,000	Demolition Coverage B
\$ 5,000,000	Demolition Coverage C
\$ 250,000	Spoilage
\$ 100,000	Fire Brigade Charges
180 Days	Extended Period of Indemnity
\$ 250,000	Leasehold Interest
\$ 500,000	Limited Pollution Annual Aggregate
\$ 1,000,000	Misc. Unnamed Location
\$ 100,000	Professional Fees
\$ 16,163,341	Per Occurrence for EDP Equipment and Media
\$ 2,000,000	Per Occurrence for all EDP Extra Expense
\$ 1,000,000	Per Occurrence Fine Arts
\$ 500,000	Per Occurrence Valuable Papers
\$ 7,400,000	Per Occurrence Accounts Receivables
\$ 10,000,000	Per Occurrence Vehicle Physical Damage while parked. \$1,000,000, Maximum limit any one vehicle including newly acquired
\$ 500,000	Service Interruption – A qualifying period of 48 hours applies to the coverage's, Excludes T&D lines
\$ 35,000,000	Per Occurrence Boiler & Machinery
The following sub limits apply to Equipment Breakdown:	
\$ 100,000	Expediting Expense
\$ 100,000	Hazardous Substances
\$ 250,000	Perishable Goods/Spoilage
\$ 100,000	Data Restoration

Debris Removal: A sublimit of 25% of the covered loss or \$5,000,000., whichever is less shall apply to Debris Removal.

Civil or Military Authority: 30 days, but in no event will the Company pay more than \$1,000,000.

Ingress/Egress Coverage: 30 days, but in no event will the Company pay more than \$1,000,000.

**Policy Territory:** Coverage will apply for locations within the United States, its territories and possessions, Puerto Rico, and Canada, including their respective coastal waters.

**Perils Insured:** All risks of direct physical loss or damage Including Flood and Earthquake

**Policy Format:** Lexington Manuscript forms PR8371 (04/08) and standard pre-printed terms & conditions of the Lexington Insurance Company (Copies available upon request)

**Coverage:** All Real & Business Personal Property, Time Element including Extra Expense, EDP Equipment, Media and Extra Expense, Auto & Mobile Equipment (Watercraft under 26 ft only), Accounts Receivables, Valuable Papers, Equipment Breakdown and as further described within the policy form

**Valuation:** Functional Replacement Cost for Real Property, Replacement Cost for Contents  
Historical Replacement Cost for Real Property at locations

- 405 Biltmore Way
- 907 Coral Way
- 2701 Desoto Blvd
- 285 Aragon Avenue

Actual Cash Value for Autos & Mobile Equipment with the exception Stated Amount for vehicles in excess of \$100,000.  
Actual Loss Sustained for Time Element and Extra Expense

**TIV:** **\$191,226,503**  
(Insured locations as per schedule on file with the Company)

**Deductible Schedule:**

**All Other Perils:**

\$ 50,000 AOP per occurrence except 72 hour waiting period for Time Element

**Flood:**

\$100,000 per occurrence except as follows

5% of the total value at the time of the loss at each location involved in loss or damage, subject to a minimum of \$1,000,000 any one occurrence as respects locations wholly or partially within special Flood Hazard Areas (SFHA), areas of 100-year flooding, as defined by the Federal Emergency Management Agency.

**Earthquake:**

\$ 50,000. Per Occurrence.

**Named Storm:**

5% of Total Insurable Values per building at the time of the loss at each location involved in the loss or damage, arising out of a Named Storm (a storm that has been declared by the National Weather Service to be a hurricane, typhoon, tropical cyclone, tropical storm or tropical depression), regardless of the number of Coverage's, Locations or Perils involved (including, but not limited to, all Flood, wind, wind gusts, storm surges, tornadoes, cyclones, hail or rain), subject to a minimum deductible of \$250,000 any one occurrence

**All Other Wind:**

\$100,000 per occurrence

**Lexington Insurance Company annual policy premium is \$ 768,380. Subject to 35% minimum earned including Terrorism. Premium does not include applicable surplus lines taxes and fees. These taxes and fees are to be collected and filed by the broker.**

**The Policy Premium of shown above INCLUDES a charge of \$ 22,380 applicable to coverage as respects the Terrorism Risk Insurance Act of 2002.**

**Premium Taxes Fees: without TRIA**

746,000.00 Annual Premium  
7,460.00 FL CAT Fund Assessment - FL  
10,444.00 FL Citizens Assessment - FL  
4.00 FLEMPATF-FL

**Commission: 0%**

**Special Conditions:**

- Occurrence Limit of Liability Endorsement applies removal of 2.f to apply
- Pollution Exclusion applies
- Vehicle Physical Damage Extension Endorsement to apply
- Combined Prop/B&M Millennium Endorsement applies
- Equipment Breakdown Endorsement 2004
- Lexington Standard Property Conditions applies
- Mold / Fungus Exclusion applies
- Data Corruption Property Endorsement applies
- Coverage Territory endorsement applies

- Subject to schedule for Autos/Mobile Equipment
- The attached Terrorism disclosure form 96553 (2/08) must be completed, signed by the Insured, and returned to the Insurance Company. The Terrorism Exclusion (96654, ed. 1/08) applies if coverage is rejected.
- Subject to inspections and compliance to recommendations (if any)
- This quotation will expire 5/1/08 12:01 a.m.
- 90 days Notice of Cancellation except 10 days for non-payment of premium
- The attached Surplus Lines Filings Agreement must be completed signed and returned to us with binding request
- Period for Property to be replaced or repaired after a loss is waived

**Notes:**

- This proposal or resulting Binder, the continuation of any bound insurance, and any payments to you, to a claimant or to another third party, may be affected by the administration and enforcement of U.S. economic embargoes and trade sanctions by the office of Foreign Assets Control (OFAC), if we determine that any such party is on the “Specially Designated Nationals or Blocked Persons” list maintained by OFAC
- The premium must be remitted within thirty (30) days of the effective date of the policy or fifteen (15) days from the date of the bill whichever is later. It is your responsibility to follow applicable state surplus lines laws and in particular, to see that the appropriate premium tax (and stamping office, if applicable) is collected and paid.

**The above policy is quoted based on receipt of a signed statement of values within sixty (60) days of binding. Premium financing is available through AI Credit at 770-671-2000**

**The Insurers with whom the insurance is to be placed is not admitted to transact business in this commonwealth and is subject to limited regulation by the department; and in the event of the insolvency of the Insurer, losses will not be paid by the Lexington Insurance Company**

**The foregoing information is for indication purposes. This is not a binder of insurance. Because the general underwriting requirements of this office may change, we reserve the right to withdraw this proposal at any time, and in no event will it remain open for acceptance beyond thirty (30) days from the date thereof. The Company reserves to itself the right to determine the inception date of any coverage granted according to the terms of this quotation.**

## EXCESS PROPERTY POLICIES

### Endurance American Specialty Insurance Company 43.45% OF 100%

**Perils Insured:** All Risk of Direct Physical Loss or Damage, excluding Flood and Earthquake

**Property Covered:** Real and Personal Property of the Insured, including Improvements and Betterments, Accounts Receivable, Valuable Papers & Records, Fine Arts, EDP Equipment Media EDP Extra Expense, Automobile Mobile Equipment Watercraft Exposure, Newly Acquired Property, Property in Transit, Business Income Extra Expense, and as more fully described in primary form

**Limits of Liability:**

As per Statement of Values on file with the Company, not to exceed

\$ 7,000,000 per occurrence

part of

\$ 15,000,000 per occurrence

excess of

\$ 10,000,000 per occurrence, all of which, in turn, excess of Underlying Deductibles

**TIV:**

\$133,986,986 Real Property

\$8,659,915 Personal Property

16,231,260 Automobiles Mobile Equipment Watercraft

1,000,000 Fine Arts

500,000 Valuable Papers & Records

7,400,000 Accounts Receivable

\$16,163,341 EDP Equipment Media/TV

2,000,000 EDP Extra Expense

5,285,000 Business Income/

191,226,502 Total

**Underlying Deductibles:** \$ 50,000 per occurrence all perils except  
\$ 50,000 Auto Physical Damage, per occurrence  
And as per Primary Deductible Specifications on file with the company

**Valuation:** Replacement Cost Valuation except  
Historical Replacement Cost, to follow the Lexington wording, at:  
- 405 Biltmore Way  
- 907 Coral Way  
- 2701 Desoto Blvd.  
- 285 Aragon Avenue  
Actual Cash Value as respects Auto Physical Damage  
Actual Loss Sustained as respects Business Income Extra Expense and as more fully  
described in primary policy

**Coinsurance:** No Coinsurance

**Conditions:**

Following Primary Lexington Insurance Co.: All Risk Municipality Manuscript Form

**Excess Layer:**

Excess Following Form (subject to review and approval of primary form)

Warrant Maintenance of Underlying

Excluding Flood and Earthquake

**Conditions applicable solely to Endurance American Specialty Insurance Company:**

Must receive a copy of the complete primary policy for review and acceptance within 60 days of inception, or will issue on company forms, and once issued, will not rescind

Absolute Mold Exclusion

Absolute Pollution Exclusion

Asbestos Exclusion

Loss Adjustment Endorsement

Notice of Loss Endorsement

Service of Suit Endorsement

Statement of Values Endorsement, with 15% margin clause

War and Terrorism Exclusion

Windstorm Earned Premium Endorsement

Nuclear Exclusion Endorsement

25% Min Earned Premium, subject to the terms of the Windstorm Earned Premium Endorsement

The Statement of Values Endorsement restricts the amount of recovery to the amount declared in the statement of values that was provided to Swett & Crawford Group and we sent to the underwriters. In the event the replacement cost of the property damaged or the resulting Time Element at the time of loss is greater than the amount declared in the statement of values, the insured will be penalized and recovery will be restricted to not to exceed the amount declared in the statement of values. In no event will the recovery exceed the lesser of:

Replacement Cost / Actual Loss Sustained at the time of loss as respect Time Element.

The amount declared in the schedule of values.

If the schedule of values provides a breakdown of values between Real and Personal Property, Equipment, Business Interruption, Extra Expense, etc. the most of the company will pay for any section; i.e., Real Property will be the lesser of the Replacement Cost / Actual Loss Sustained at the time of loss or the Amount declared in the schedule of values for that specific section of the statement of values.

**Premium Taxes Fees:**

105,000.00 Annual Prem.(being 43.45% of layer premium of \$241,666)  
1,051.50 FL CAT Fund Assessment - FL  
1,472.10 FL Citizens Assessment - FL  
4.00 FLEMPATF-FL  
150.00 Policy Catastrophe Analysis Fee - FL

**Minimum Earned:** 25% Minimum Earned Premium, subject to the terms of the Windstorm Earned Premium Endorsement

**Gross Commission:** 5.0%

**Retail Commission:** .0% Aon Risk Services-Miami

**Company:** Non-Admitted Carrier  
Municipality is exempt from FL Surplus Lines Tax and FL Service Fee;  
however, it is not exempt from the FL CAT Fund Assessment, the FL Citizens Assessment, or the FL EMPATF Surcharge.

**Cancellation:** 90 days Notice of Cancellation except 10 days for Nonpayment of Premium

**TRIA:** TRIA may be purchased for an additional premium of \$6,250 (+ applicable surplus lines charges) - Please see TRIA Disclosure Notice attached



## **Max Specialty Insurance Company 37.93% OF 100%**

### **Limits of Liability:**

As per Statement of Values on file with the Company, not to exceed

\$ 5,000,000 per occurrence

part of  
\$ 15,000,000 per occurrence

excess of  
\$ 10,000,000 per occurrence, all of which, in turn, excess of  
Underlying Deductibles

### **Conditions:**

Following Primary Lexington Insurance Company All Risk Municipality Manuscript Form

#### **Excess Layer:**

Excess Following Form (subject to review and approval of primary form)

Warrant Maintenance of Underlying

Excluding Flood and Earthquake

#### **Conditions applicable solely to Max Specialty Insurance Company:**

Max Specialty Excess Follow Form

Excluding Foreign Locations Exposures

Pollution/Contamination Exclusion

Asbestos Exclusion

Boiler & Machinery Exclusion

Terrorism Exclusion

Mold/Fungus Exclusion

Earthquake Sprinkler Leakage Exclusion

Electronic Data Cyber Risk Losses and Related Computer Losses Exclusion

War, Nuclear, Chemical, Biological Materials Exclusion

Permission for Excess

Occurrence Limit of Liability Endorsement (with 15% Margin Clause)

Quote is subject to disclosure of any claims or occurrences which may affect this policy which the Insured shall become aware of subsequent to the application date and prior to the inception date of coverage for this quote. Subject to favorable financials, inspection report(s) and compliance with recommendations, if requested The company reserves the right to deny binding on new business or increased coverage on in-force business when a named storm or hurricane is within the boundaries west of 70 degrees west longitude and north of 15 degrees north latitude.  
50% Minimum Earned Premium

The Statement of Values Endorsement restricts the amount of recovery to the amount declared in the statement of values that was provided to Swett & Crawford Group and we sent to the underwriters. In the event the replacement cost of the property damaged or the resulting Time Element at the time of loss is greater than the amount declared in the statement of values, the insured will be penalized and recovery will be restricted to not to exceed the amount declared in the statement of values. In no event will the recovery exceed the lesser of:

Replacement Cost / Actual Loss Sustained at the time of loss as respect Time Element.

The amount declared in the schedule of values.

If the schedule of values provides a breakdown of values between Real and Personal Property, Equipment, Business Interruption, Extra Expense, etc. the most of the company will pay for any section; i.e., Real Property will be the lesser of the Replacement Cost / Actual Loss Sustained at the time of loss or the Amount declared in the schedule of values for that specific section of the statement of values.

**Premium Taxes Fees:**

91,666.00 Annual Prem.(being 37.93% of layer premium of \$241,666)  
916.66 FL CAT Fund Assessment - FL  
1283.32 FL Citizens Assessment - FL  
4.00 FLEMPATF-FL

**Minimum Earned:** 50% Minimum Earned Premium

**Gross Commission:** 5.0%

**Retail Commission:** .0% Aon Risk Services-Miami

**Company:** Non-Admitted Carrier  
Municipality is exempt from FL Surplus Lines Tax and FL Service Fee;  
however, it is not exempt from the FL CAT Fund Assessment, the FL Citizens  
Assessment, or the FL EMPATF  
Surcharge.

**Cancellation:** 90 days Notice of Cancellation except 10 days for Nonpayment of Premium

**TRIA:** TRIA may be purchased for an additional premium of \$5,000 (+ applicable  
surplus lines charges) - Please see TRIA Disclosure Notice attached

## **Maxum Indemnity Company 18.62% OF 100%**

### **Limits of Liability:**

As per Statement of Values on file with the Company, not to exceed

\$ 3,000,000 per occurrence

part of  
\$ 15,000,000 per occurrence

excess of  
\$ 10,000,000 per occurrence, all of which, in turn, excess of  
Underlying Deductibles

### **Conditions:**

Following Primary Lexington Insurance Co.: All Risk Municipality Manuscript Form

#### **Excess Layer:**

Excess Following Form (subject to review and approval of primary form)

Warrant Maintenance of Underlying

Excluding Flood and Earthquake

#### **Conditions applicable solely to Maxum Indemnity Company:**

Maxum Excess Follow Form

Asbestos Exclusion

Nuclear, Biological, Chemical, Radiation Exclusions

Mold Exclusion

Pollution Exclusion

Date Recognition Exclusion

Occurrence Definition must include an hourly limitation (72 hours) for all CAT perils

Occurrence Limit of Liability Endorsement (with Clause 2F deleted)

The company reserves the right to deny binding when a named storm or hurricane is within the boundaries west of 70 degrees west longitude and north of 15 degrees north latitude.

25% Minimum Earned Premium, subject to terms of Maxum's Coastal Wind Earned Premium Endorsement

The Occurrence Limit of Liability Endorsement restricts the amount of recovery to the amount declared in the statement of values that was provided to Swett & Crawford Group and we sent to the underwriters. In the event the replacement cost of the property damaged or the resulting Time Element at the time of loss is greater than the amount declared in the statement of values, the insured will be penalized and recovery will be restricted to not to exceed the amount declared in the statement of values. In no event will the recovery exceed the lesser of:

Replacement Cost / Actual Loss Sustained at the time of loss as respect Time Element.

The amount declared in the schedule of values.

If the schedule of values provides a breakdown of values between Real and Personal Property, Equipment, Business Interruption, Extra Expense, etc. the most of the company will pay for any section; i.e., Real Property will be the lesser of the Replacement Cost / Actual Loss Sustained at the time of loss or the Amount declared in the schedule of values for that specific section of the statement of values.

**Premium Taxes Fees:**

45,000.00 Annual Prem.(being 18.62% of layer premium of \$241,666)  
451.50 FL CAT Fund Assessment - FL  
632.10 FL Citizens Assessment - FL  
4.00 FLEMPATF-FL  
150.00 Policy Catastrophe Analysis Fee - FL

**Minimum Earned:** 25% Minimum Earned Premium subject to the terms of Maxum's Coastal Wind Earned Premium Endorsement

**Gross Commission:** 5.0%

**Retail Commission:** .0% Aon Risk Services-Miami

**Company:** Non-Admitted Carrier  
Municipality is exempt from FL Surplus Lines Tax and FL Service Fee;  
however, it is not exempt from the FL CAT Fund Assessment, the FL Citizens Assessment, or the FL EMPATF Surcharge.

**Cancellation:** 90 days Notice of Cancellation except 10 days for Nonpayment of Premium

**TRIA:** TRIA may be purchased for an additional premium of \$2,400 (+ applicable surplus lines charges) - Please see TRIA Disclosure Notice attached

## **Landmark American Insurance Company**

**Perils Insured:** All Risk of Direct Physical Loss or Damage, excluding Flood and Earthquake and EXCLUDING NAMED WINDSTORM

**Property Covered:** Real and Personal Property of the Insured, including Improvements and Betterments, Accounts Receivable, Valuable Papers & Records, Fine Arts, EDP Equipment Media EDP Extra Expense, Automobile Mobile Equipment Watercraft Exposure, Newly Acquired Property, Property in Transit, Business Income Extra Expense, and as more fully described in primary form

**Limits of Liability:**

As per Statement of Values on file with the Company, not to exceed

\$ 166,226,502 per occurrence

excess of

\$ 25,000,000 per occurrence, all of which, in turn, excess of Underlying Deductibles

**TIV:**

\$133,986,986 Real Property  
\$8,659,915 Personal Property  
16,231,260 Automobiles Mobile Equipment Watercraft  
1,000,000 Fine Arts  
500,000 Valuable Papers & Records  
7,400,000 Accounts Receivable  
\$16,163,341 EDP Equipment Media/TV  
2,000,000 EDP Extra Expense  
5,285,000 Business Income/  
191,226,502 Total

**Underlying Deductibles:** \$ 50,000 per occurrence all perils except  
\$ 50,000 Auto Physical Damage, per occurrence  
And as per Primary Deductible Specifications on file with the company

**Valuation:** Replacement Cost Valuation except  
Historical Replacement Cost, to follow the Lexington wording, at:  
- 405 Biltmore Way  
- 907 Coral Way  
- 2701 Desoto Blvd.  
- 285 Aragon Avenue

Actual Cash Value as respects Auto Physical Damage  
Actual Loss Sustained as respects Business Income Extra Expense and as more fully  
described in primary policy

**Coinsurance:** No Coinsurance

**Conditions:**

Following Primary Lexington Insurance Company All Risk Municipality Manuscript Form  
90 days Notice of Cancellation except 10 days for Nonpayment of Premium

**Excess Layer:**

RSUI Excess Physical Damage Form - 2008 Edition  
Warrant Maintenance of Underlying  
Excluding Flood and Earthquake  
Excluding Flood associated with a Named Storm  
Excluding Named Windstorm  
Sole Adjuster Clause, as expiring  
Application of Sub limits Endorsement, as expiring  
Scheduled Limit of Liability Endorsement - with 15% margin clause  
Exclusion and Limited Additional Coverage - Electronic Data  
Exclusion of Pathogenic or Poisonous Biological or Chemical Material  
Exclusion of Terrorism  
25% Minimum Earned Premium

The Statement of Values Endorsement restricts the amount of recovery to the amount declared in the statement of values that was provided to Swett & Crawford Group and we sent to the underwriters. In the event the replacement cost of the property damaged or the resulting Time Element at the time of loss is greater than the amount declared in the statement of values, the insured will be penalized and recovery will be restricted to not to exceed the amount declared in the statement of values. In no event will the recovery exceed the lesser of:

Replacement Cost / Actual Loss Sustained at the time of loss as respect Time Element.

The amount declared in the schedule of values.

If the schedule of values provides a breakdown of values between Real and Personal Property, Equipment, Business Interruption, Extra Expense, etc. the most of the company will pay for any section; i.e., Real Property will be the lesser of the Replacement Cost / Actual Loss Sustained at the time of loss or the Amount declared in the schedule of values for that specific section of the statement of values.

**Premium Taxes Fees:**

55,000.00 Annual Premium  
550.00 FL CAT Fund Assessment - FL  
770.00 FL Citizens Assessment - FL  
4.00 FLEMPATF-FL

**Minimum Earned:** 25% Minimum Earned Premium

**Gross Commission:** 5.0%

**Retail Commission:** .0% Aon Risk Services-Miami

**Company:** Non-Admitted Carrier  
Municipality is exempt from FL Surplus Lines Tax and FL Service Fee;  
however, it is not exempt from the FL CAT Fund Assessment, the FL Citizens  
Assessment, or the FL EMPATF Surcharge.

**Cancellation:** 90 days Notice of Cancellation except 10 days for Nonpayment of Premium

**TRIA:** TRIA may be purchased for an additional premium of \$5,500 (+ applicable  
surplus lines charges)

## AMATEUR SPORTS PROGRAM

### National Casualty Company

**Policy Form:** Occurrence Form wit Broadened Coverage Endorsements

**Commercial General  
Liability Insurance:**

None	General Aggregate
\$1,000,000	Each Occurrence
\$1,000,000	Products Completed Operations Aggregate
\$1,000,000	Athletic Participants Legal Liability
\$ 300,000	Damage to Premises Rented to You (Any One Fire)
\$ 5,000	Medical Expense Limit (Any one Person, non-athlete)
Included	Reported & Approved Additional Insureds (Owners and/or Lessors of Premises, sponsors or Co-Promoters)

**Sexual Abuse or  
Molestation:**

\$1,000,000	Each Occurrence
\$1,000,000	Aggregate

**Covered Activities:**

Sanctioned events and/or activities that are scheduled, organized and supervised by the Named Insured, including supervised practices, tryouts, games, clinics/ camps, operation of concession stands at covered activities, playoffs, end of season tournaments, and customary ancillary activities such as occasional fund raising events, parades in which the covered teams/leagues participate, picnics/dinners, awards banquets and planning sessions.

**The covered sporting activities are:**

- Youth Soccer, Baseball, Softball, Flag Football, Basketball, Lacrosse, volleyball and Smart Start, as well as Adult Basketball and Softball.

**Definition of Participant:**

The term participant shall include players, coaches, managers, staff members, team workers, referees, officials, Very Import Persons, and all other personnel including, but not limited to media personnel permitted to enter any restricted areas which are defined s those areas restricting access to general public spectators. The restricted area(s) shall include those areas which are occupied by participants and to which access by the general public is restricted or prohibited.



**Notable Exclusions:**

1. Actions Brought by One Player Against Another Player
2. Aircraft / Hot Air Balloon
3. Amusement Devices, Including Climbing Walls & Inflatables
4. Asbestos Products
5. Bodily Injury to Employees
6. Bungee
7. Coverage will be limited to the above-referenced above in the "Covered Activities section
8. Designated Operations – Swimming/Aquatics, Tennis, Roller Hockey, Gymnastics, and Adult Fitness Activities, as well as all Non-Athletic Program Activities offered by the Insured; 24/7 Premise Liability
9. Office Liability
10. Dunk Tanks
11. Employment-Related Practices
12. Fireworks
13. Fungi or Bacteria (as approved in applicable states)
14. Haunted Houses – additional underwriting required
15. Lead (as approved in applicable states)
16. Medical Payments to Participants
17. Medical Payments to Volunteers
18. Nuclear Energy
19. Pollution with Hostile Fire Exception
20. Silica or Related Dust (as approved in applicable states)
21. War
22. Terrorism, If Not Purchased

**Policy Conditions:**

1. Coverage may be bound upon receipt of written notification, the outstanding underwriting information and payment.
2. Commission is **NET**
3. \*Participant Legal Liability coverage of \$1,000,000 is contingent upon binding or providing of at least **\$25,000 of Excess Medical Coverage** on behalf of all athletic participants. **If excess medical coverage is not bound or provided, participant legal liability will be excluded.**
4. Use of the attached or an approved waiver and release during the registration process **is required of all participants.**
5. Certificates of Insurance naming the Insured as Additional Insured should be collected from all contracted services (if applicable).
6. ALL BINDER, CERTIFICATES OF INSURANCE, ADDITIONAL INSURED, LOSS PAYEES, AND ENDORSEMENTS MUST BE APPROVED AND ISSUED BY K&K INSURANCE GROUP, INC. REQUESTS MUST BE RECEIVED PRIOR TO THE EFFECTIVE DATE OF CHANGE.

**Outstanding Underwriting Information:**

1. **Coverage is contingent upon receipt of the following :**
  - a. The signed Offer of Terrorism Coverage accepting or declining the coverage. If accepted, additional premium of .9% is due as referenced.
2. Copies of any contractual agreements pertaining to the covered activities, such as for the use of additional athletic fields utilized by the Insured teams/leagues, etc (if applicable and as they become available)

**Premium:** \$15,889.00  
**Terrorism:** \$ 143.00

**FL Taxes & Surcharges:** \$ 158.89 without TRIA  
\$ 160.32 with TRIA

**Earned Premium Condition:** \$4,000 will be 100% fully earned at inception

## EXCESS MEDICAL INSURANCE

### **Nationwide Life Insurance Company**

#### **Excess Medical Limits**

Maximum:	\$100,000
Incurring Period:	156 weeks
Disappearing Deductible:	\$250 per claim
Death and Specific Loss:	\$10,000
Excess Medical Minimum Premium:	\$175.00

#### **Covered Activities:**

Athletic and Recreational activities, with the exception of Tennis and/or Swimming/Aquatics, that are conducted, scheduled, approved, organized and supervised, by the Plan Sponsor. Coverage also includes group or team travel directly to and from a covered activity under the supervision of the Plan Sponsor or its designated representative.

**Eligible Persons:** Participants, including volunteers and staff, performing their normal duties at a covered activity

#### **Notable Exclusions:**

1. Expenses incurred for the examination, prescription, purchase or fitting eyeglasses, contact lenses or hearing aids
2. Expenses incurred for the treatment by a person employed or retained by you or your subsidiaries or affiliates and for which no charge is normally made.
3. Expenses incurred for care or treatment by a person who ordinarily lives in the insured's home or is a parent, grandparent, spouse, brother, sister, or child of either the insured or the insured's spouse.
4. War or act of war, declared or undeclared
5. Intentional Self Destruction or an attempt at it
6. Air travel unless the insured is passenger on a regularly scheduled flight of a properly licensed commercial airline.

**Policy Conditions:**

1. Coverage may be bound upon receipt of written notification, the outstanding underwriting information and payment.
2. Commission is **NET**
3. Excess medical coverage is contingent upon binding of the General Liability coverage.
4. ALL BINDER, CERTIFICATES OF INSURANCE, ADDITIONAL INSURED, LOSS PAYEES, AND ENDORSEMENTS MUST BE APPROVED AND ISSUED BY K&K INSURANCE GROUP, INC. REQUESTS MUST BE RECEIVED PRIOR TO THE EFFECTIVE DATE OF CHANGE.

**Outstanding Underwriting Information:**

1. Coverage is contingent upon signing and returning the attached application detailing the limits and coverages as proposed. Please return only the application that corresponds to the desired policy maximum limit.

**Premium:** \$14,019.00

**Earned Premium Condition:** \$175.00 will be 100% fully earned at inception

## **The Aon Advantage**

### **ABOUT AON**

Aon is a global leader in risk management, insurance and reinsurance brokerage, human resources and management consulting, and outsourcing. With approximately 48,000 employees in 500 offices, we integrate customized services, leverage expertise across industries and apply business knowledge to your strategic goals.

As full-service risk management advisers, we help you anticipate how change intersects with opportunity. Our global network of resources is available to provide innovative solutions to your business risks, issues and challenges, and helps you capture opportunity, increase efficiency and build value. Our core value is client focus. By recognizing that each client has unique business needs, we have developed expertise for a complete range of business processes, products and industries. Account and Relationship Managers form a comprehensive perspective of your organization, matching our products and services to your business strategy.

## **Appendix**

***1. Quote Disclosure Report Copies of carrier quotes available upon request***

***2. Property Quotes***

***3. Sports Liability Quotes***

***4. Windstorm Cancellation Provisions***

***Maxum Indemnity Company***

***Max Specialty***



100 North Tampa Street  
Suite 2650  
Tampa FL 33602  
813-222-4816  
Olga.leon@chartisinsurance.com

March 17, 2010

REVISED

Aon Risk Services of Florida  
1001 Brickell Bay Dr., #1100  
Miami, FL 33131  
Attn: Martha Roig

Re: The City of Coral Gables  
Attn: Marge Adler  
2801 Salzedo St., #200  
Coral Gables, FL 33134

Dear Martha,

Thank you for the opportunity to consider your proposal for this account. Risk Specialists Companies Insurance Agency, Inc. is pleased to provide you with the following quotation for your consideration. The details of our proposal are as follows:

Company Participation: **Lexington Insurance Company**

Term: 5/1/10 to 5/1/11

Policy Limits:

**\$10,000,000 PRIMARY** any one occurrence for all perils, coverages and locations combined and subject to the following sub-limits:

The following sub-limits are part of and not in addition to the policy limit of liability and are **per occurrence** Unless otherwise noted:

**1. Earth Movement:**

- a. **\$5,000,000** Annual Aggregate

Subject to the Annual Aggregate Limit for all **Earth Movement** shown above:

- b. \$ Not Covered Annual Aggregate for all **Earth Movement** in all of the following states combined: California, Alaska, Hawaii, and Puerto Rico
- c. \$ Not Covered Annual Aggregate for Pacific Northwest Earthquake Zone Counties (See Section VIII – Policy Definitions, Subparagraph E.1.)
- d. \$ Not Covered Annual Aggregate for New Madrid Earthquake Zone Counties (See Section VIII – Policy Definitions, Subparagraph E.2.)

**2. Flood:**

- a. **\$5,000,000** Annual Aggregate

- b. **\$5,000,000** Subject to the Annual Aggregate Limit for all **Flood** shown in Subparagraph E.2.a.) above, the Annual Aggregate as respects **Flood** for **Locations** wholly or partially within Special Flood Hazard Areas (SFHA), areas of 100-year flooding as defined by the Federal Emergency Management Agency(FEMA). If **Flood** arises out of a Named Storm, then only the Named Storm sublimit or liability applies.
3. Named Storm: **\$10,000,000** Regardless of the number of Coverages, **Locations** or Perils involved including, but not limited to, all **Flood** (however caused) wind, wind gusts, storm surges, tornados, cyclones, hail, or rain, the maximum amount the Company will pay per **Occurrence** as respects all covered Loss or Damage arising out of a Named Storm (a storm that has been declared by the National Weather Service to be a Hurricane, Typhoon, Tropical Cyclone, Tropical Storm, or Tropical Depression).
4. Debris Removal: The Company's total liability for Debris Removal per **Occurrence** for all Insured **Locations** sustaining covered physical loss or damage payable under this Policy shall not exceed the lesser of:
- a. 25% of the amount of covered physical loss or damage payable for all Insured **Locations**; or
  - b. **\$5,000,000**
5. Accounts Receivable: **\$7,400,000**
6. Civil or Military Authority: 30 days, but in no event will the Company pay more than **\$1,000,000**
7. Contingent Time Element: Not Covered
8. Demolition & Increased Cost of Construction:
- a. Demolition Coverage A: **Policy Limit**
  - b. Demolition Coverage B: **\$5,000,000**
  - c. Demolition Coverage C: **\$5,000,000**
9. Electronic Data and Media: **\$10,000,000**
10. Electronic Data Extra Expense: **\$2,000,000**
11. **Equipment Breakdown: \$35,000,000**
12. Spoilage **\$250,000**
13. Errors and Omissions: **\$5,000,000**, Subject to all other sub-limits contained in the policy
14. Ext. Period of Indemnity: 180 days
15. Extra Expense Included in the Time Element
16. Fine Arts: **\$1,000,000** (as described in the Statement of Values on file)
17. Fire Brigade Charges: **\$100,000**
18. Ingress/Egress Coverage: 30 days, but in no event will the Company pay more than **\$1,000,000**



19. Leasehold Interest                      \$250,000
20. Limited Pollution Coverage: \$500,000 Annual Aggregate
21. Misc. Unnamed Loc:                      \$1,000,000
22. Newly Acquired Property:    90 Days, but in no event will the Company pay more than  
\$5,000,000, Subject to all other sub-limits contained herein.
23. Ordinary Payroll                      Not Covered
24. Professional Fees:                      \$100,000
25. Service Interruption:                      \$500,000 – A qualifying period of 48 hours applies to this coverage
26. Transit:                                      \$250,000 Per Occurrence  
\$100,000 Per Conveyance
27. Valuable Papers & Records: \$500,000
28. Time Element:                      \$5,285,000
29. Personal Property of the insured's officers and Employees while on the premises of the Insured:  
\$250,000
30. Expediting Expense:                      \$100,000
31. Hazardous Substances:                      \$100,000
32. Data Restoration:                      \$100,000
33. Vehicle Physical Damage while parked:    \$10,000,000 but no more than \$1,000,000  
any one vehicle including newly acquired

If the words, NOT COVERED are shown, instead of a limit or sublimit amount, or if a specified amount is not shown corresponding to any coverage or Covered Cause of Loss, then no coverage is provided for that coverage or Covered Cause of Loss.

Policy Territory: Coverage will apply for locations within the United States, its territories and possessions, Puerto Rico, and Canada, including their respective coastal waters.

Coverages:                      **All Real and Personal Property, Time Element including** Extra Expense, EDP & Media, Equipment Breakdown, Parked Vehicles & Mobile Equipment including Watercraft under 26' only and as further described within the policy form. Including Equipment Breakdown

Perils Insured:    All risks of direct physical loss or damage including Flood and Earthquake.

Policy Format:    Lexington Manuscript Form PR8371 (04/08) and pre-printed terms & conditions of Lexington Insurance Co.

Valuation:                      1. Functional Replacement Cost as respects Real Property,  
2. Replacement Cost for contents  
3. Historical Replacement Cost for Real Property at locations 6-1 and 2  
15-1 and 2, 25-1 and 28-1 per schedule of values  
4. ACV for the Autos and Mobile Equipment  
5. Actual Loss Sustained as respects Time Element and Extra Expense

6. Stated Amount for vehicles in excess of \$100,000
7. as further defined within the policy form

TIV: **\$191,226,503**  
(Insured locations as per schedule on file with the Company)

Deductible: \$50,000 per **occurrence** except 72 hours waiting TE

Flood:

\$100,000 per occurrence except as follows

5% of the total values at the time of the loss at each location involved in the loss, subject to a minimum of \$1,000,000 any one occurrence as respects **locations** partially or wholly within Special Flood Hazard Areas (SFHA), areas of 100 year flooding as defined by the Federal Emergency Management Agency (FEMA).

Earth Movement:

\$50,000 per **occurrence**.

Named Storm:

5% of Total Insurable Values per building at the time of the loss at each Location involved in the loss or damage arising out of a Named Storm (a storm that has been declared by the National Weather Service to be a Hurricane, Typhoon, Tropical Cyclone, Tropical Storm, or Tropical Depression), regardless of the number of Coverages, **Locations** or Perils involved (including, but not limited to, all **Flood**, wind, wind gusts, storm surges, tornados, cyclones, hail, or rain) and subject to a minimum deductible of \$250,000 any one **Occurrence**.

All Other Wind:

\$100,000 per occurrence

Premium: Lexington Insurance Company annual policy premium is \$768,380 subject to 35% minimum earned including Terrorism. Premium does not include applicable surplus lines taxes and fees. These taxes and fees are to be collected and filed by the broker.

The Policy Premium shown above **includes** a charge of \$22,380 applicable to coverage as respects the Terrorism Risk Insurance Act of 2002 (PR 9777, ed. 08/04).

Commission: 0%

Special Conditions:

- Pollution, Mold, Data Corruption are Excluded
- The attached Terrorism disclosure form 96553 (4/08) must be completed, signed by the Insured, and returned to the Insurance Company. The Terrorism Exclusion (96554, ed. 4/08) applies if coverage is rejected.
- Removal of 2F Occurrence form
- The period for property to be repaired or replaced after a loss is waived. (Section IV-Valuation)
- This quotation will expire 5/1/2010

- Subject to inspection and compliance to recommendations (if any)
- Lexington's Vehicle Physical Damage Extension Endorsement to apply
- 90 days NOC except 10 days for non-payment of premium

Notes:

- **Broker license number (SLA #) required for binding. The attached Surplus Lines Filing Agreement must be completed, signed and returned to us with binding request.**
- This proposal or resulting Binder, the continuation of any bound insurance, and any payments to you, to a claimant or to another third party, may be affected by the administration and enforcement of U.S. economic embargoes and trade sanctions by the office of Foreign Assets Control (OFAC), if we determine that any such party is on the "Specially Designated Nationals or Blocked Persons" list maintained by OFAC
- The premium must be remitted within thirty (30) days of the effective date of the policy or Fifteen (15) days from the date of the bill whichever is later. It is your responsibility to follow applicable state surplus lines laws and in particular, to see that the appropriate premium tax (and stamping office, if applicable) is collected and paid.

**The above policy is quoted based on receipt of a signed statement of values within sixty (60) days of binding. Premium financing is available through AI Credit at 770-671-2000**

**The Insurers with whom the insurance is to be placed is not admitted to transact business in this commonwealth and is subject to limited regulation by the department; and in the event of the insolvency of the Insurer, losses will not be paid by the Lexington Insurance Company**

**The foregoing information is for indication purposes. This is not a binder of insurance. Because the general underwriting requirements of this office may change, we reserve the right to withdraw this proposal at any time, and in no event will it remain open for acceptance beyond thirty (30) days from the date thereof. The Company reserves to itself the right to determine the inception date of any coverage granted according to the terms of this quotation.**

Please call with any questions you may have or if you need further clarification on any portion of this proposal.

Regards,

***Olga Iris Leon***

Senior Property Specialist

Risk Specialists Companies Insurance Agency, Inc.

**To:** Martha Roig  
Aon Risk Services-Miami**Date:** March 15, 2010  
**From:** Laura Stricklin  
Email: Laura\_Stricklin@Swett.Com

## **REVISED QUOTATION**

This quotation for coverage is subject to the terms and conditions of the specified insurance company forms currently in use including any listed amendatory endorsements. THIS QUOTATION FOR COVERAGE MAY NOT CONFORM TO THE TERMS AND CONDITIONS REQUESTED. Should a change in insurance company be involved, terms and conditions may vary from those currently in force. A copy of the form to be used is available upon request.

**INSURED:** The City of Coral Gables  
**Mailing Address:** 2801 Salzedo Street, Suite 200  
Coral Gables, FL 33134  
**Company:** Landmark American Insurance Company  
**Effective Date:** 05/01/2010 **Expiration Date:** 05/01/2011  
**This quote is valid until 5/1/10**

**Perils Insured:** All Risk of Direct Physical Loss or Damage, excluding Flood and Earthquake, and EXCLUDING NAMED WINDSTORM

**Property Covered:** Real and Personal Property of the Insured, including Improvements and Betterments, Accounts Receivable, Valuable Papers & Records, Fine Arts, EDP Equipment/Media/EDP Extra Expense, Automobile/Mobile Equipment/Watercraft Exposure, Newly Acquired Property, Property in Transit, Business Income/Extra Expense, and as more fully described in primary form

**Limits of Liability:** As per Statement of Values on file with the Company, not to exceed  
\$ 166,226,502 per occurrence  
\$ 25,000,000 excess of per occurrence, all of which, in turn, excess of Underlying Deductibles

**TIV:**

\$ 133,986,986	Real Property
8,659,915	Personal Property
16,231,260	Automobiles/Mobile Equipment/Watercraft
1,000,000	Fine Arts
500,000	Valuable Papers & Records
7,400,000	Accounts Receivable
16,163,341	EDP Equipment/Media/TV
2,000,000	EDP Extra Expense
5,285,000	Business Income/Extra Expense
\$ 191,226,502	TOTAL

# The City of Coral Gables

## QUOTATION

**Underlying Deductibles:** \$ 50,000 per occurrence all perils except  
50,000 Auto Physical Damage, per occurrence  
As Per Primary Deductible Specifications on file with the company

**Valuation:** Replacement Cost Valuation except  
Historical Replacement Cost, to follow the Lexington wording, at:  
- 405 Biltmore Way  
- 907 Coral Way  
- 2701 Desoto Blvd.  
- 285 Aragon Avenue  
Actual Cash Value as respects Auto Physical Damage  
Actual Loss Sustained as respects Business Income/Extra Expense  
and as more fully described in primary policy

**Coinsurance:** No Coinsurance

### Conditions:

Following Primary Lexington Insurance Company All Risk Municipality Manuscript Form  
90 days Notice of Cancellation except 10 days for Nonpayment of Premium

#### Excess Layer:

RSUI Excess Physical Damage Form - 2008 Edition  
Warrant Maintenance of Underlying  
Excluding Flood and Earthquake  
Excluding Flood associated with a Named Storm  
Excluding Named Windstorm  
Sole Adjuster Clause, as expiring  
Application of Sublimits Endorsement, as expiring  
Scheduled Limit of Liability Endorsement - with 15% margin clause  
Exclusion and Limited Additional Coverage - Electronic Data  
Exclusion of Pathogenic or Poisonous Biological or Chemical Material  
Exclusion of Terrorism  
25% Minimum Earned Premium

The Scheduled Limit of Liability Endorsement restricts the amount of recovery to the amount declared in the statement of values that was provided to Swett & Crawford Group and we sent to the underwriters. In the event the replacement cost of the property damaged or the resulting Time Element at the time of loss is greater than the amount declared in the statement of values, the insured will be penalized and recovery will be restricted to not to exceed the amount declared in the statement of values. In no event will the recovery exceed the lesser of:

Replacement Cost / Actual Loss Sustained at the time of loss as respect Time Element.

The amount declared in the schedule of values.

If the schedule of values provides a breakdown of values between Real and Personal Property, Equipment, Business Interruption, Extra Expense, etc. the most of the company will pay for any section; i.e., Real Property will be the lesser of the Replacement Cost / Actual Loss Sustained at the time of loss or the Amount declared in the schedule of values for that specific section of the statement of values.

## The City of Coral Gables

<b>Premium/Taxes/Fees:</b>	\$	55,000.00	Annual Premium
		550.00	FL CAT Fund Assessment - FL
		770.00	FL Citizens Assessment - FL
		4.00	FL EMPATF - FL

**Minimum Earned:** 25% Minimum Earned Premium

**Gross Commission:** 5.0%

**Retail Commission:** .0% Aon Risk Services-Miami

**Company is:** Non-Admitted Carrier  
Municipality is exempt from FL Surplus Lines Tax and FL Service Fee; however, it is not exempt from FL CAT Fund Assessment, the FL Citizens Assessment, or the FL EMPATF Surcharge.

**Cancellation:** 90 days Notice of Cancellation except 10 days for Nonpayment of Premium

**TRIA:** TRIA may be purchased for an additional premium of \$5,500 (+ applicable surplus lines charges)

Premiums paid by or on behalf of the Insured to Swett & Crawford for remittance to insurers and Insured's refunds and/or claim payments paid to Swett & Crawford by insurance companies for remittance to Insured are deposited into fiduciary accounts in accordance with applicable insurance laws until they are due to be paid to the insurance company or Insured. Subject to such laws and the applicable insurance company's consent, where required, Swett & Crawford will retain the interest or investment income earned while such funds are on deposit in such accounts.

***You acknowledge that Swett & Crawford or one of its affiliates is acting as a wholesale insurance broker in connection with this placement. Specifically, it (1) is acting on your behalf (and you are transacting on behalf of the consumer), (2) is working as a wholesale broker to obtain appropriate quotes and/or placements on your behalf, (3) may be charging a broker fee for its services as set forth in the indication, quote and/or binder and (4) may be entitled to receive compensation from the insurer for the purchase of insurance.***

**Swett & Crawford**

**By:**

*J. Neal Abernathy*

(Authorized Representative)

**To:** Martha Roig  
Aon Risk Services-Miami**Date:** March 15, 2010  
**From:** Laura Stricklin  
Email: Laura\_Stricklin@Swett.Com

## **REVISED EXCESS QUOTATION**

This quotation for coverage is subject to the terms and conditions of the specified insurance company forms currently in use including any listed amendatory endorsements. THIS QUOTATION FOR COVERAGE MAY NOT CONFORM TO THE TERMS AND CONDITIONS REQUESTED. Should a change in insurance company be involved, terms and conditions may vary from those currently in force. A copy of the form to be used is available upon request.

**INSURED:** The City of Coral Gables  
**Mailing Address:** 2801 Salzedo Street, Suite 200  
Coral Gables, FL 33134

**Company:** Max Specialty Insurance Company  
**Effective Date:** 05/01/2010 **Expiration Date:** 05/01/2011  
**This quote is valid until 5/1/10**

**Perils Insured:** All Risk of Direct Physical Loss or Damage, excluding Flood and Earthquake

**Property Covered:** Real and Personal Property of the Insured, including Improvements and Betterments, Accounts Receivable, Valuable Papers & Records, Fine Arts, EDP Equipment/Media/EDP Extra Expense, Automobile/Mobile Equipment/Watercraft Exposure, Newly Acquired Property, Property in Transit, Business Income/Extra Expense, and as more fully described in primary form

**Limits of Liability:** As per Statement of Values on file with the Company, not to exceed  
\$ 5,000,000 per occurrence  
\$ 15,000,000 part of per occurrence  
\$ 10,000,000 excess of per occurrence, all of which, in turn, excess of Underlying Deductibles

**TIV:**

\$ 133,986,986	Real Property
8,659,915	Personal Property
16,231,260	Automobiles/Mobile Equipment/Watercraft
1,000,000	Fine Arts
500,000	Valuable Papers & Records
7,400,000	Accounts Receivable
16,163,341	EDP Equipment/Media/TV
2,000,000	EDP Extra Expense
5,285,000	Business Income/Extra Expense
\$ 191,226,502	TOTAL

# The City of Coral Gables

## QUOTATION

**Underlying Deductibles:** \$ 50,000 per occurrence all perils except  
50,000 Auto Physical Damage, per occurrence  
And as per Primary Deductible Specifications on file with the company

**Valuation:** Replacement Cost Valuation except  
Historical Replacement Cost, to follow the Lexington wording, at:  
- 405 Biltmore Way  
- 907 Coral Way  
- 2701 Desoto Blvd.  
- 285 Aragon Avenue  
Actual Cash Value as respects Auto Physical Damage  
Actual Loss Sustained as respects Business Income/Extra Expense  
and as more fully described in primary policy

**Coinsurance:** No Coinsurance

### Conditions:

Following Primary Lexington Insurance Company All Risk Municipality Manuscript Form  
90 days Notice of Cancellation except 10 days for Nonpayment of Premium

#### Excess Layer:

Excess Following Form (subject to review and approval of primary form)  
Warrant Maintenance of Underlying  
Excluding Flood and Earthquake

#### Conditions applicable solely to Max Specialty Insurance Company:

Max Specialty Excess Follow Form  
Excluding Foreign Locations/Exposures  
Pollution/Contamination Exclusion  
Asbestos Exclusion  
Boiler & Machinery Exclusion  
Terrorism Exclusion  
Mold/Fungus Exclusion  
Earthquake Sprinkler Leakage Exclusion  
Electronic Data/Cyber Risk Losses and Related Computer Losses Exclusion  
War, Nuclear, Chemical, Biological Materials Exclusion  
Permission for Excess

Occurrence Limit of Liability Endorsement (with 15% Margin Clause)

Quote is subject to disclosure of any claims or occurrences which may affect this policy which the Insured shall become aware of subsequent to the application date and prior to the inception date of coverage for this quote.

Subject to favorable financials, inspection report(s) and compliance with recommendations, if requested

The company reserves the right to deny binding on new business or increased coverage on in-force business when a named storm or hurricane is within the boundaries west of 70 degrees west longitude and north of 15 degrees north latitude.

50% Minimum Earned Premium



# The City of Coral Gables

## QUOTATION

### Conditions:

The Occurrence Limit of Liability Endorsement restricts the amount of recovery to the amount declared in the statement of values that was provided to Swett & Crawford Group and we sent to the underwriters. In the event the replacement cost of the property damaged or the resulting Time Element at the time of loss is greater than the amount declared in the statement of values, the insured will be penalized and recovery will be restricted to not to exceed the amount declared in the statement of values. In no event will the recovery exceed the lesser of:

Replacement Cost / Actual Loss Sustained at the time of loss as respect Time Element.

The amount declared in the schedule of values.

If the schedule of values provides a breakdown of values between Real and Personal Property, Equipment, Business Interruption, Extra Expense, etc. the most of the company will pay for any section; i.e., Real Property will be the lesser of the Replacement Cost / Actual Loss Sustained at the time of loss or the Amount declared in the schedule of values for that specific section of the statement of values.

<b>Premium/Taxes/Fees:</b>	\$	91,666.00	Annual Premium
		916.66	FL CAT Fund Assessment - FL
		1,283.32	FL Citizens Assessment - FL
		4.00	FL EMPATF - FL

**Minimum Earned:** 50% Minimum Earned Premium

**Gross Commission:** 5.0%

**Retail Commission:** .0% Aon Risk Services-Miami

**Company is:** Non-Admitted Carrier  
Municipality is exempt from FL Surplus Lines Tax and FL Service Fee; however, it is not exempt from the FL CAT Fund Assessment, the FL Citizens Assessment, or the FL EMPATF Surcharge.

**Cancellation:** 90 days Notice of Cancellation except 10 days for Nonpayment of Premium

**TRIA:** TRIA may be purchased for an additional premium of \$4,583 (+ applicable surplus lines charges) - Please see TRIA Disclosure Notice attached.

Premiums paid by or on behalf of the Insured to Swett & Crawford for remittance to insurers and Insured's refunds and/or claim payments paid to Swett & Crawford by insurance companies for remittance to Insured are deposited into fiduciary accounts in accordance with applicable insurance laws until they are due to be paid to the insurance company or Insured. Subject to such laws and the applicable insurance company's consent, where required, Swett & Crawford will retain the interest or investment income earned while such funds are on deposit in such accounts.

*You acknowledge that Swett & Crawford or one of its affiliates is acting as a wholesale insurance broker in connection with this placement. Specifically, it (1) is acting on your behalf (and you are transacting on behalf of the consumer), (2) is working as a wholesale broker to obtain appropriate quotes and/or placements on your behalf, (3) may be charging a broker fee for its services as set forth in the indication, quote and/or binder and (4) may be entitled to receive compensation from the insurer for the purchase of insurance.*

Swett & Crawford

By:

J. Neal Abernathy

(Authorized Representative)



3350 Riverwood Parkway SE  
Suite 1100  
Atlanta, GA 30339  
Phone: 404-240-5200  
Fax: 404-240-5393

To: Martha Roig  
Aon Risk Services-Miami

Date: March 15, 2010  
From: Laura Stricklin  
Email: Laura\_Stricklin@Swett.Com

## **REVISED EXCESS QUOTATION**

This quotation for coverage is subject to the terms and conditions of the specified insurance company forms currently in use including any listed amendatory endorsements. THIS QUOTATION FOR COVERAGE MAY NOT CONFORM TO THE TERMS AND CONDITIONS REQUESTED. Should a change in insurance company be involved, terms and conditions may vary from those currently in force. A copy of the form to be used is available upon request.

**INSURED:** The City of Coral Gables  
**Mailing Address:** 2801 Salzedo Street, Suite 200  
Coral Gables, FL 33134  
**Company:** Maxum Indemnity Company  
**Effective Date:** 05/01/2010 **Expiration Date:** 05/01/2011  
**This quote is valid until 5/1/10**  
**Perils Insured:** All Risk of Direct Physical Loss or Damage, excluding Flood and Earthquake  
**Property Covered:** Real and Personal Property of the Insured, including Improvements and Betterments, Accounts Receivable, Valuable Papers & Records, Fine Arts, EDP Equipment/Media/EDP Extra Expense, Automobile/Mobile Equipment/Watercraft Exposure, Newly Acquired Property, Property in Transit, Business Income/Extra Expense, and as more fully described in primary form  
**Limits of Liability:** As per Statement of Values on file with the Company, not to exceed  
\$ 3,000,000 per occurrence  
**part of**  
\$ 15,000,000 per occurrence  
**excess of**  
\$ 10,000,000 per occurrence, all of which, in turn, excess of Underlying Deductibles  
**TIV:**  
\$ 133,986,986 Real Property  
8,659,915 Personal Property  
16,231,260 Automobiles/Mobile Equipment/Watercraft  
1,000,000 Fine Arts  
500,000 Valuable Papers & Records  
7,400,000 Accounts Receivable  
16,163,341 EDP Equipment/Media/TV  
2,000,000 EDP Extra Expense  
5,285,000 Business Income/Extra Expense  
\$ 191,226,502 TOTAL

# The City of Coral Gables

## QUOTATION

**Underlying Deductibles:** \$ 50,000 per occurrence all perils except  
50,000 Auto Physical Damage, per occurrence  
And as per Primary Deductible Specifications on file with the company

**Valuation:** Replacement Cost Valuation except  
Historical Replacement Cost, to follow the Lexington wording, at:  
- 405 Biltmore Way  
- 907 Coral Way  
- 2701 Desoto Blvd.  
- 285 Aragon Avenue  
Actual Cash Value as respects Auto Physical Damage  
Actual Loss Sustained as respects Business Income/Extra Expense  
and as more fully described in primary policy

**Coinsurance:** No Coinsurance

### Conditions:

Following Primary Lexington Insurance Company All Risk Municipality Manuscript Form  
90 days Notice of Cancellation except 10 days for Nonpayment of Premium

#### Excess Layer:

Excess Following Form (subject to review and approval of primary form)  
Warrant Maintenance of Underlying  
Excluding Flood and Earthquake

#### Conditions applicable solely to Maxum Indemnity Company:

Maxum Excess Follow Form

Asbestos Exclusion

Nuclear, Biological, Chemical, Radiation Exclusions

Mold Exclusion

Pollution Exclusion

Date Recognition Exclusion

Occurrence Definition must include an hourly limitation (72 hours) for all CAT perils

Occurrence Limit of Liability Endorsement (with Clause 2B deleted)

The company reserves the right to deny binding when a named storm or hurricane is within the boundaries west of 70 degrees west longitude and north of 15 degrees north latitude.

25% Minimum Earned Premium, subject to terms of Maxum's Coastal Wind Earned Premium Endorsement

The Occurrence Limit of Liability Endorsement restricts the amount of recovery to the amount declared in the statement of values that was provided to Swett & Crawford Group and we sent to the underwriters. In the event the replacement cost of the property damaged or the resulting Time Element at the time of loss is greater than the amount declared in the statement of values, the insured will be penalized and recovery will be restricted to not to exceed the amount declared in the statement of values. In no event will the recovery exceed the lesser of:

Replacement Cost / Actual Loss Sustained at the time of loss as respect Time Element.

The amount declared in the schedule of values.

If the schedule of values provides a breakdown of values between Real and Personal Property, Equipment, Business Interruption, Extra Expense, etc. the most of the company will pay for any section; i.e., Real Property will be the lesser of the Replacement Cost / Actual Loss Sustained at the time of loss or the Amount declared in the schedule of values for that specific section of the statement of values.

## The City of Coral Gables

### QUOTATION

<b>Premium/Taxes/Fees:</b>	\$	45,000.00	Annual Premium
		451.50	FL CAT Fund Assessment - FL
		632.10	FL Citizens Assessment - FL
		4.00	FL EMPATF - FL
		150.00	Policy Catastrophe Analysis Fee - FL

**Minimum Earned:** 25% Minimum Earned Premium, subject to the terms of Maxum's Coastal Wind Earned Premium Endorsement

**Gross Commission:** 5.0%

**Retail Commission:** .0% Aon Risk Services-Miami

**Company is:** Non-Admitted Carrier  
Municipality is exempt from FL Surplus Lines Tax and FL Service Fee; however, it is not exempt from the FL CAT Fund Assessment, the FL Citizens Assessment, or the FL EMPATF Surcharge.

**Cancellation:** 90 days Notice of Cancellation except 10 days for Nonpayment of Premium

**TRIA:** TRIA may be purchased for an additional premium of \$1,800 (+ applicable surplus lines charges) - Please see TRIA Disclosure Notice attached.

Premiums paid by or on behalf of the Insured to Swett & Crawford for remittance to insurers and Insured's refunds and/or claim payments paid to Swett & Crawford by insurance companies for remittance to Insured are deposited into fiduciary accounts in accordance with applicable insurance laws until they are due to be paid to the insurance company or Insured. Subject to such laws and the applicable insurance company's consent, where required, Swett & Crawford will retain the interest or investment income earned while such funds are on deposit in such accounts.

***You acknowledge that Swett & Crawford or one of its affiliates is acting as a wholesale insurance broker in connection with this placement. Specifically, it (1) is acting on your behalf (and you are transacting on behalf of the consumer), (2) is working as a wholesale broker to obtain appropriate quotes and/or placements on your behalf, (3) may be charging a broker fee for its services as set forth in the indication, quote and/or binder and (4) may be entitled to receive compensation from the insurer for the purchase of insurance.***

**Swett & Crawford**

**By:**

*J. Neal Abernathy*

(Authorized Representative)

**To:** Martha Roig  
Aon Risk Services-Miami**Date:** March 15, 2010  
**From:** Laura Stricklin  
Email: Laura\_Stricklin@Swett.Com

## **REVISED EXCESS QUOTATION**

This quotation for coverage is subject to the terms and conditions of the specified insurance company forms currently in use including any listed amendatory endorsements. THIS QUOTATION FOR COVERAGE MAY NOT CONFORM TO THE TERMS AND CONDITIONS REQUESTED. Should a change in insurance company be involved, terms and conditions may vary from those currently in force. A copy of the form to be used is available upon request.

**INSURED:** The City of Coral Gables  
**Mailing Address:** 2801 Salzedo Street, Suite 200  
Coral Gables, FL 33134

**Company:** Endurance American Specialty Insurance Company  
**Effective Date:** 05/01/2010 **Expiration Date:** 05/01/2011  
**This quote is valid until 5/1/10**

**Perils Insured:** All Risk of Direct Physical Loss or Damage, excluding Flood and Earthquake

**Property Covered:** Real and Personal Property of the Insured, including Improvements and Betterments, Accounts Receivable, Valuable Papers & Records, Fine Arts, EDP Equipment/Media/EDP Extra Expense, Automobile/Mobile Equipment/Watercraft Exposure, Newly Acquired Property, Property in Transit, Business Income/Extra Expense, and as more fully described in primary form

**Limits of Liability:** As per Statement of Values on file with the Company, not to exceed  
\$ 7,000,000 per occurrence  
**part of**  
\$ 15,000,000 per occurrence  
**excess of**  
\$ 10,000,000 per occurrence, all of which, in turn, excess of Underlying Deductibles

**TIV:**

\$ 133,986,986	Real Property
8,659,915	Personal Property
16,231,260	Automobiles/Mobile Equipment/Watercraft
1,000,000	Fine Arts
500,000	Valuable Papers & Records
7,400,000	Accounts Receivable
16,163,341	EDP Equipment/Media/TV
2,000,000	EDP Extra Expense
5,285,000	Business Income/Extra Expense
\$ 191,226,502	TOTAL

# The City of Coral Gables

## QUOTATION

**Underlying Deductibles:** \$ 50,000 per occurrence all perils except  
50,000 Auto Physical Damage, per occurrence  
And as per Primary Deductible Specifications on file with the company

**Valuation:** Replacement Cost Valuation except  
Historical Replacement Cost, to follow the Lexington wording, at:  
- 405 Biltmore Way  
- 907 Coral Way  
- 2701 Desoto Blvd.  
- 285 Aragon Avenue  
Actual Cash Value as respects Auto Physical Damage  
Actual Loss Sustained as respects Business Income/Extra Expense  
and as more fully described in primary policy

**Coinsurance:** No Coinsurance

### Conditions:

Following Primary Lexington Insurance Company All Risk Municipality Manuscript Form  
90 days Notice of Cancellation except 10 days for Nonpayment of Premium

#### Excess Layer:

Excess Following Form (subject to review and approval of primary form)

Warrant Maintenance of Underlying

Excluding Flood and Earthquake

#### Conditions applicable solely to Endurance American Specialty Insurance Company:

Must receive a copy of the complete primary policy for review and acceptance within 60 days of inception, or will issue on company forms, and once issued, will not rescind

Absolute Mold Exclusion

Absolute Pollution Exclusion

Asbestos Exclusion

Loss Adjustment Endorsement

Notice of Loss Endorsement

Service of Suit Endorsement

Statement of Values Endorsement, with 15% margin clause

War and Terrorism Exclusion

Windstorm Earned Premium Endorsement

Nuclear Exclusion Endorsement

25% Minimum Earned Premium, subject to the terms of the Windstorm Earned Premium Endorsement

The Statement of Values Endorsement restricts the amount of recovery to the amount declared in the statement of values that was provided to Swett & Crawford Group and we sent to the underwriters. In the event the replacement cost of the property damaged or the resulting Time Element at the time of loss is greater than the amount declared in the statement of values, the insured will be penalized and recovery will be restricted to not to exceed the amount declared in the statement of values. In no event will the recovery exceed the lesser of:

Replacement Cost / Actual Loss Sustained at the time of loss as respect Time Element.

The amount declared in the schedule of values.

If the schedule of values provides a breakdown of values between Real and Personal Property, Equipment, Business Interruption, Extra Expense, etc. the most of the company will pay for any section; i.e., Real Property will be the lesser of the Replacement Cost / Actual Loss Sustained at the time of loss or the Amount declared in the schedule of values for that specific section of the statement of values.

**The City of Coral Gables**  
**QUOTATION**

<b>Premium/Taxes/Fees:</b>	\$	105,000.00	Annual Premium
		1,051.50	FL CAT Fund Assessment - FL
		1,472.10	FL Citizens Assessment - FL
		4.00	FL EMPATF - FL
		150.00	Policy Catastrophe Analysis Fee - FL

**Minimum Earned:** 25% Minimum Earned Premium, subject to the terms of the Windstorm Earned Premium Endorsement

**Gross Commission:** 5.0%

**Retail Commission:** .0% Aon Risk Services-Miami

**Company is:** Non-Admitted Carrier  
Municipality is exempt from FL Surplus Lines Tax and FL Service Fee; however, it is not exempt from the FL CAT Fund Assessment, the FL Citizens Assessment, or the FL EMPATF Surcharge.

**Cancellation:** 90 days Notice of Cancellation except 10 days for Nonpayment of Premium

**TRIA:** TRIA may be purchased for an additional premium of \$5,250 (+ applicable surplus lines charges) - Please see TRIA Disclosure Notice attached.

Premiums paid by or on behalf of the Insured to Swett & Crawford for remittance to insurers and Insured's refunds and/or claim payments paid to Swett & Crawford by insurance companies for remittance to Insured are deposited into fiduciary accounts in accordance with applicable insurance laws until they are due to be paid to the insurance company or Insured. Subject to such laws and the applicable insurance company's consent, where required, Swett & Crawford will retain the interest or investment income earned while such funds are on deposit in such accounts.

***You acknowledge that Swett & Crawford or one of its affiliates is acting as a wholesale insurance broker in connection with this placement. Specifically, it (1) is acting on your behalf (and you are transacting on behalf of the consumer), (2) is working as a wholesale broker to obtain appropriate quotes and/or placements on your behalf, (3) may be charging a broker fee for its services as set forth in the indication, quote and/or binder and (4) may be entitled to receive compensation from the insurer for the purchase of insurance.***

**Swett & Crawford**

By: J. Neal Abernathy  
(Authorized Representative)

**Commercial General Liability Insurance Proposal**

**Carrier:** **National Casualty Company**  
2009 Best's Rating: A+ (Superior)  
Financial Size Category: Class XV

**Named Insured:** **City of Coral Gables**  
405 Biltmore Way  
Coral Gables, FL 33134

**Policy Period:** May 1, 2010 to May 1, 2011

**Business Description:** Amateur Sports Programs

**Policy Form:** Occurrence Form with Broadened Coverage  
Endorsement

**Commercial General Liability Limits:**

<b>General Aggregate:</b>	<u>NONE</u>
<b>Each Occurrence:</b> (Bodily Injury and Property Damage Combined Single Limit)	\$ 1,000,000
<b>Products Completed Operations Aggregate:</b>	\$ 1,000,000
<b>Personal Injury and Advertising Injury:</b>	\$ 1,000,000
<b>Athletic Participants Legal Liability:</b>	\$ 1,000,000*
<b>Damage to Premises Rented to You</b> (Any one fire):	\$ 300,000
<b>Medical Expense Limit</b> (Any one Person, non-athlete):	\$ 5,000
<b>Reported &amp; Approved Additional Insureds-</b> Owners and/or Lessors of Premises, Sponsors or Co-Promoters:	Included
<b><u>Sexual Abuse &amp; Molestation:</u></b>	
<b>Each Occurrence:</b>	\$1,000,000
<b>Aggregate:</b>	\$1,000,000

**Covered Activities:**

Sanctioned events and/or activities that are scheduled, organized and supervised by the Named Insured, including supervised practices, tryouts, games, clinics/camps, operation of concession stands at covered activities, playoffs, end of season tournaments, and customary ancillary activities such as occasional fund raising events, parades in which the covered teams/leagues participate, picnics/dinners, awards banquets and planning sessions. The covered sporting activities are: Youth Soccer, Baseball, Softball, Flag Football, Basketball, Lacrosse, Volleyball and Smart Start, as well as Adult Basketball and Softball.

**Definition of Participant:**

The term participant shall include players, coaches, managers, staff members, team workers, referees, officials, Very Important Persons, and all other personnel including, but not limited to, media personnel permitted to enter any restricted areas which are defined as those areas restricting access to general public spectators.

The restricted area(s) shall include those areas which are occupied by participants and to which access by the general public is restricted or prohibited.



### **Notable Exclusions:**

- 1) Actions Brought by One Player Against Another Player
- 2) Aircraft/Hot Air Balloon
- 3) Amusement Devices, Including Climbing Walls & Inflatables
- 4) Asbestos Products
- 5) Bodily Injury to Employees
- 6) Bungee
- 7) Coverage will be limited to the sports referenced above in the "Covered Activities" section
- 8) Designated Operations – Swimming/Aquatics, Tennis, Gymnastics, and Adult Fitness Program Activities, as well as all Non-Athletic Program Activities offered by the Insured; 24/7 Premise Liability
- 9) Dunk Tanks
- 10) Employment-Related Practices
- 11) Fireworks
- 12) Fungi or Bacteria (as approved in applicable states)
- 13) Haunted Houses - additional underwriting required
- 14) Lead (as approved in applicable states)
- 15) Medical Payments to Participants
- 16) Medical Payments to Volunteers
- 17) Nuclear Energy
- 18) Office Liability
- 19) Pollution with Hostile Fire Exception
- 20) Silica or Related Dust (as approved in applicable states)
- 21) Terrorism—IF Not Purchased
- 22) War

### **Policy Conditions:**

- 1) Coverage may be bound upon receipt of written notification, the outstanding underwriting information, and payment.
- 2) *This quotation is valid until May 1, 2010.*
- 3) Commission is **Net**.
- 4) \*Participant legal liability coverage of \$1,000,000 is contingent upon binding or providing of at least \$25,000 of excess medical coverage on behalf of all athletic participants. If excess medical coverage is not bound or provided, participant legal liability will be excluded.
- 5) Use of the attached or an approved waiver and release during the registration process is required of all participants.
- 6) Certificates of insurance naming the Insured as additional insured should be collected from all contracted services (if applicable).
- 7) ALL BINDERS, CERTIFICATES OF INSURANCE, ADDITIONAL INSURED, LOSS PAYEES, AND ENDORSEMENTS MUST BE APPROVED AND ISSUED BY K & K INSURANCE GROUP, INC. REQUESTS MUST BE RECEIVED PRIOR TO THE EFFECTIVE DATE OF CHANGE.

### **Outstanding Underwriting Information:**

- 1) Coverage is contingent upon receipt of the following:
  - a. The signed Offer of Terrorism Coverage accepting or declining the coverage. If accepted, additional premium of 0.9% is due as referenced.
- 2) Copies of any contractual agreements pertaining to the covered activities, such as for the use of additional athletic fields utilized by the Insured teams/leagues, etc. (if applicable and as they become available)

**Premium:**                      **\$15,889.00\***

\*See Attached Offer of Terrorism Coverage – additional TRIA premium (if accepted): \$143.00

### **FL Taxes & Surcharges:**

Without Terrorism:              \$158.89

With Terrorism:                 \$160.32

**Total:**                              **\$16,047.89 (without Terrorism)**  
   **\$16,192.32 (with Terrorism)**

**Premium Payment Terms:**

☐ 100% due upon receipt of request to bind

☐ 30% down, 70% in 30 days of effective date

☐ 25% down, 25% each month for three (3) months

**Earned Premium Condition:**

\$4,000.00 will be 100% fully earned at inception

**Special Note:**

This is only a very general reference to what coverage(s) the insurance policy or policies provides and is not intended to attempt to describe all of the various details pertaining to the insurance. Actual coverages are detailed in the policy of insurance and are always subject to all terms, provisions, conditions, and exclusions as contained therein. You should not rely upon this generalized summary, but should consult the actual policy for a complete description of details regarding coverage.

**Other Information:**

In the event return premium becomes due to the insured for any reason, the agent/broker shall promptly pay to K & K or the insured commissions previously paid or allowed on such return premium at the same rate at which commission was originally allowed to agent/broker. Agent/broker shall be primarily liable to K & K for all premiums whether or not agent/broker collects such premiums from the insured.

All premiums net of commissions collected by agent/broker are premium trust funds and the property of K & K and the applicable insurer and shall be deposited by agent/broker in a separate trust account. Agent/broker is properly licensed as an insurance agent or broker in its resident state and in the state(s) where the insured risk(s) is/are located and shall maintain on file with K & K current copies of such license(s). The agent/broker's request to K & K to bind insurance shall constitute acceptance of all of the terms and conditions contained in this quotation.

## **Excess Medical Insurance Proposal**

**Carrier:** **Nationwide Life Insurance Company**  
2009 Best's Rating: A+ (Superior)  
Financial Size Category: Class XV

**Name of Plan Sponsor:** **City of Coral Gables**  
405 Biltmore Way  
Coral Gables, FL 33134

**Policy Period:** May 1, 2010 to May 1, 2011

### **Excess Medical Limits:**

**Maximum:** \$ 100,000

**Incurring Period:** 156 weeks

**Disappearing Deductible:** \$ 250 per claim

**Death and Specific Loss:** \$ 10,000

*Excess Medical Minimum Premium: \$175.00*

### **Covered Activities:**

Athletic and Recreational activities, with the exception of Tennis and/or Swimming/Aquatics, that are conducted, scheduled, approved, organized and supervised by the Plan Sponsor. Coverage also includes group or team travel directly to and/or from a covered activity under the supervision of the Plan Sponsor or its designated representative.

### **Eligible Persons:**

Participants, including volunteers and staff, performing their normal duties at a covered activity.

### **Notable Exclusions:**

- 1) Expenses incurred for the examination, prescription, purchase or fitting of eyeglasses, contact lenses, or hearing aids
- 2) Expenses incurred for the treatment by a person employed or retained by you or your subsidiaries or affiliates and for which no charge is normally made
- 3) Expenses incurred for care or treatment by a person who ordinarily lives in the insured's home or is a parent, grandparent, spouse, brother, sister, or child of either the insured or the insured's spouse
- 4) War or an act of war, declared or undeclared
- 5) Intentional Self-destruction or an attempt at it
- 6) Air travel unless the insured is a passenger on a regularly scheduled flight of a properly licensed commercial airline

### **Policy Conditions:**

- 1) Coverage may be bound upon receipt of written notification, the outstanding underwriting information, and payment.
- 2) *This quotation is valid until May 1, 2010.*
- 3) Commission is **Net**.
- 4) Excess medical coverage is contingent upon binding of the program General Liability coverage.
- 5) ALL BINDERS, CERTIFICATES OF INSURANCE, ADDITIONAL INSURED, LOSS PAYEES, AND ENDORSEMENTS MUST BE APPROVED AND ISSUED BY K & K INSURANCE GROUP, INC. REQUESTS MUST BE RECEIVED PRIOR TO THE EFFECTIVE DATE OF CHANGE.

### **Outstanding Underwriting Information:**

- 1) Coverage is contingent upon signing and return of the attached application detailing the limits and coverages as proposed. Please return only the application that corresponds to the desired policy maximum limit.

**Premium:**                **\$14,019.00**

**Premium Payment Terms:**

☐ 100% due upon receipt of request to bind

☐ 30% down, 70% in 30 days of effective date

☐ 25% down, 25% each month for three (3) months

**Earned Premium Condition:**

\$175.00 will be 100% fully earned at inception

**Special Note:**

This is only a very general reference to what coverage(s) the insurance policy or policies provides and is not intended to attempt to describe all of the various details pertaining to the insurance. Actual coverages are detailed in the policy of insurance and are always subject to all terms, provisions, conditions, and exclusions as contained therein. You should not rely upon this generalized summary, but should consult the actual policy for a complete description of details regarding coverage.

**Other Information:**

In the event return premium becomes due to the insured for any reason, the agent/broker shall promptly pay to K & K or the insured commissions previously paid or allowed on such return premium at the same rate at which commission was originally allowed to agent/broker. Agent/broker shall be primarily liable to K & K for all premiums whether or not agent/broker collects such premiums from the insured.

All premiums net of commissions collected by agent/broker are premium trust funds and the property of K & K and the applicable insurer and shall be deposited by agent/broker in a separate trust account. Agent/broker is properly licensed as an insurance agent or broker in its resident state and in the state(s) where the insured risk(s) is/are located and shall maintain on file with K & K current copies of such license(s). The agent/broker's request to K & K to bind insurance shall constitute acceptance of all of the terms and conditions contained in this quotation.

## **WINDSTORM EARNED PREMIUM ENDORSEMENT**

### **This Endorsement Changes This Policy, Please Read it Carefully.**

For any insured property that is "Exposed to Hurricanes", if you: (1) cancel the policy, (2) remove a property, or (3) reduce the amount of insurance on a property, and coverage for that property was in effect between June 1<sup>st</sup> and November 1<sup>st</sup>, then the amount of premium we will refund for such insured property or properties will be the return premium for the location. The Return Premium shall equal the pro rata portion of the total policy premium allocable to each insured property "Exposed to Hurricanes" times the Return Premium factor as set forth below:

For Policies in force for 180 days or less we will return 25% of the policy premium if cancellation is requested, or 25% of the premium directly associated with any property removed from the policy or for which coverage is reduced.

For Policies in force between 180 days and 300 days we will return 10% of the policy premium if the policy is cancelled, or 10% of the premium directly associated with any property removed from the policy or for which coverage is reduced.

Any Policies in force over 300 days will be considered fully earned and there will be no return of premium.

For properties that are not "Exposed to Hurricanes", if you: (1) cancel the policy, (2) remove a property, or (3) reduce the amount of insurance on a property, then 90% of any unearned premium shall be returned, subject to the Earned Premium provisions set forth elsewhere in this policy.

If a property "Exposed to Hurricanes" is added to this policy, and the property is added to the policy during the period between June 1<sup>st</sup> to November 30<sup>th</sup>, we will charge 100% of the annual rate for such property, less the following premium discount factor:

For Policies in force for 60 days or less we will not discount the premium attributable to the newly added property.

For Policies in force for 61 to 180 days we will discount 5% of the premium attributable to the newly added property.

For Policies in force between 180 days and 300 days we will discount 15% of the premium attributable to the newly added property.

For Policies in force over 300 days we will discount 25% of the premium.

If a property is added to this policy, but is not "Exposed to Hurricanes", then the premium charge will be a pro rata share of the 100% premium attributable to such property.

Notwithstanding any automatic extension of coverage provision contained in this policy or any other policy to which this policy follows form, coverage for properties insured by this policy and "Exposed to Hurricanes" cannot be increased and additional properties "Exposed to Hurricanes" cannot be added, unless such changes are specifically accepted in writing by Endurance American Specialty Insurance Company.

If a property is "Exposed to Hurricanes" the provisions of this endorsement supersede any other return premium provisions expressed elsewhere in this policy.

"Exposed to Hurricanes" shall mean any insured property that is located in whole or in part within the following Counties within the States shown below:

Alabama:	Baldwin, Mobile;
Florida:	Entire state of Florida;
Georgia:	Bryan, Camden, Chatham, Glynn, Liberty, McIntosh;
Hawaii:	Entire state of Hawaii;
Louisiana:	Cameron, Iberia, Jefferson, Lafourche, Orleans, Plaquemines, St. Mary, St. Bernard, St. Tammany, Terrebonne, Vermilion;
Mississippi:	Hancock, Harrison, Jackson;
North Carolina:	Beaufort, Brunswick, Carteret, Craven, Dare, Hyde, New Hanover, Onslow, Pamlico, Pender;
South Carolina:	Beaufort, Berkley, Charleston, Colleton, Georgetown, Harry, Jasper;
Texas:	Aransas, Brazoria, Calhoun, Cameron, Chambers, Galveston, Harris, Jackson, Jefferson, Kenedy, Kleberg, Matagorda, Nueces, Orange, Refugio, San Patricio, Victoria, Willacy.

All other terms and conditions of this policy shall remain unchanged.



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**NAMED STORM  
MINIMUM EARNED PREMIUM ENDORSEMENT**

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This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE  
COMMON POLICY CONDITIONS  
CP DIFFERENCE IN CONDITIONS COVERAGE  
EXCESS OF LOSS COVERAGE PART

The following terms and conditions will apply to this policy:

1. If you cancel this policy, remove a location or reduce the amount of insurance on a location that is within 100 miles of the Atlantic Ocean and/or the Gulf of Mexico and/or the Hawaii Islands, and coverage existed any time during the period of June 1<sup>st</sup> to November 30<sup>th</sup>, the amount of premium we will return will be the Unearned Premium for the location. The Unearned Premium is the annual premium for the policy (or for the location removed or coverage reduced, as applicable) multiplied by the Unearned Factor noted below. The location premium is the 100% annual rate multiplied by the location value as scheduled in the most current Statement of Values on file with the Company.
2. If a Location that is within 100 miles of the Atlantic Ocean and/or the Gulf of Mexico and/or the Hawaii Islands is added during the term of the policy and coverage exists at any time during the period of June 1<sup>st</sup> to November 30<sup>th</sup>, the rate will be calculated as 100% of the annual rate, less the Unearned Factor as calculated in No. 1 above based upon the number of days remaining in the policy term.
3. The provisions of this endorsement replace any short rate provision stipulated in this policy for all locations that are within 100 miles of the Atlantic Ocean and/or the Gulf of Mexico and/or the Hawaiian Islands and coverage existed any time during the period of June 1<sup>st</sup> to November 30<sup>th</sup>.

<b>1 year Policy</b>	
Days Policy In Force	Unearned Factor
<b>1 to 180</b>	<b>20%</b>
<b>181 to 210</b>	<b>15%</b>
<b>211 to 240</b>	<b>10%</b>
<b>241 to 270</b>	<b>7.5%</b>
<b>271 to 300</b>	<b>5.0%</b>
<b>301 to 330</b>	<b>2.5%</b>
<b>331 to 365</b>	<b>0.0%</b>

All other terms and conditions remain unchanged.

MAXUM

**LEXINGTON INSURANCE COMPANY**  
**POLICYHOLDER DISCLOSURE**  
**NOTICE OF TERRORISM INSURANCE COVERAGE**  
(APPLICABLE TO CERTIFIED AND NON-CERTIFIED ACTS)

Line of Business: Commercial Property

Named Insured: The City of Coral Gables

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, 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 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 85% 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 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*

	I hereby elect to purchase terrorism coverage for a prospective premium of <b>\$22,380</b> Premium for this coverage is included in your total premium,
	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. I further understand that by declining to purchase coverage for certified acts of terrorism, I am also declining to purchase coverage for non-certified acts of terrorism. This will be reflected in the policy by Terrorism Exclusion – Form No. 96554(4/08).

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

\_\_\_\_\_  
Policyholder/Applicant's Printed Name

\_\_\_\_\_  
Date





**Name of Applicant:** The City of Coral Gables  
**Date of Notice:** March 05, 2010  
**Insurance Company:** Endurance American Specialty Insurance Company

**POLICYHOLDER DISCLOSURE  
NOTICE OF TERRORISM INSURANCE COVERAGE**

You are hereby notified that under the Terrorism Risk Insurance Act, as reauthorized and amended, 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 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 THIS FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 85% 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 COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

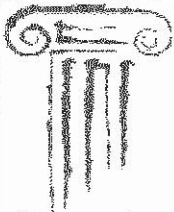
YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS REAUTHORIZED AND AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR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

**Acceptance or Rejection of Terrorism Insurance Coverage**

- ☐ I hereby elect to purchase Terrorism coverage for certified acts of terrorism for a prospective premium of \$6,250.00
- ☐ 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 Signature

\_\_\_\_\_  
Date



**POLICYHOLDER DISCLOSURE  
NOTICE OF TERRORISM  
INSURANCE COVERAGE**

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, 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 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 85% 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 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="radio"/>	I hereby elect to purchase terrorism coverage for a prospective premium of \$_____.
<input type="radio"/>	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	_____ MAX SPECIALTY INSURANCE COMPANY Insurance Company
_____ Print Name	_____ Policy Number / Effective Date
_____ Date Signed	



**Insurance Company:** Maxum Indemnity Company

**Named Insured:** The City of Coral Gables

## **POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE**

You are hereby notified that under the Terrorism Risk Insurance 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. See the next page for a further description of an act of terrorism as provided under the Act.

### **SELECTION OR REJECTION OF TERRORISM INSURANCE COVERAGE**

You may accept or reject this offer of coverage. If you choose to accept this coverage, the premium for this coverage is payable according to the terms of your billing notice. You may reject this offer by completing and signing this statement and returning it to us. If you send us a signed rejection of coverage, your policy will exclude coverage for certified terrorism losses.

If you accept this offer, the premium for terrorism coverage is the premium shown in the "Quote Confirmation" or a premium charge to be determined for this coverage.

\_\_\_\_\_ I acknowledge that I have been notified that under the Terrorism Risk Insurance Act, any covered losses resulting from certified acts of terrorism under my policy will be partially reimbursed by the United States and I have been notified of the amount of my premium attributable to such coverage.

\_\_\_\_\_ I hereby reject this offer of coverage. I understand that an exclusion of certified terrorism losses will be made a part of this policy.

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 to the insurer by the United States under a formula established by federal law. Under this formula the United States government generally pays 85% of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a Program Year (January 1 through December 31), the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion. The premium charged is shown in the "Quote Confirmation" and does not include any charges for the portion of loss covered by the federal government under the Act.

Signature of Insured

Date

Print Name/Title

PARTICIPANT RELEASE OF LIABILITY - - READ BEFORE SIGNING

In consideration of being allowed to participate in any way in the \_\_\_\_\_ (Name of Organization) program, related events and activities, I, \_\_\_\_\_ (Name of Participant), the undersigned, acknowledge, appreciate, and agree that:

1. The risk of injury from the activities involved in this program is significant, including the potential for permanent paralysis and death, and while particular rules, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist; and,
2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation; and,
3. I willingly agree to comply with the stated and customary terms and conditions for participation. If however I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately; and,
4. I, for myself on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS THE \_\_\_\_\_, their officers, officials, agents and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and, if applicable, owners and lessors of premises used to conduct the event ("Releases"), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

X \_\_\_\_\_ Age: \_\_\_\_\_ Date Signed: \_\_\_\_\_  
PARTICIPANT'S SIGNATURE

FOR PARENTS/GUARDIANS OF PARTICIPANTS OF MINORITY AGE  
(UNDER AGE 18 AT TIME OF REGISTRATION)

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of all the Releases, and, for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liabilities incident to my minor child's involvement or participation in these programs as provided above, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES, to the fullest extent permitted by law.

X \_\_\_\_\_  
PARENT/GUARDIAN'S SIGNATURE \_\_\_\_\_ EMERGENCY PHONE # (S) \_\_\_\_\_  
Date Signed: \_\_\_\_\_

NOTE: This is a SAMPLE WAIVER FORM only. Final wording should be as directed by the insured's counsel, but must observe the principles represented within the above.



# National Casualty Company

## POLICYHOLDER DISCLOSURE

### NOTICE OF TERRORISM INSURANCE COVERAGE

#### TERRORISM RISK INSURANCE ACT

Under the Terrorism Risk Insurance Act of 2002, as amended pursuant to the Terrorism Risk Insurance Program Reauthorization Act of 2007, effective January 1, 2008 (the "Act"), you have a right to purchase insurance coverage for losses arising out of acts of terrorism, as defined in Section 102(1) of the Act: The term "certified acts 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; 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 85% 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, as amended, contains a \$100 Billion Cap that limits United States 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.

#### CONDITIONAL TERRORISM COVERAGE

The federal Terrorism Risk Insurance Program Reauthorization Act of 2007 is scheduled to terminate at the end of December 31, 2014, unless renewed, extended or otherwise continued by the federal government. Should you select Terrorism Coverage provided under the Act and the Act is terminated December 31, 2014, any terrorism coverage as defined by the Act provided in the policy will also terminate.

#### IN ACCORDANCE WITH THE ACT, YOU MUST CHOOSE TO SELECT OR REJECT COVERAGE FOR "CERTIFIED ACTS OF TERRORISM" BELOW:

<input type="checkbox"/>	I hereby elect to purchase certified terrorism coverage for a premium of <u>0.9%</u> . I understand that the federal Terrorism Risk Insurance Program Reauthorization Act of 2007 may terminate on December 31, 2014. Should that occur my coverage for terrorism as defined by the Act will also terminate.
<input type="checkbox"/>	I hereby reject the purchase of certified terrorism coverage.

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

City of Coral Gables  
\_\_\_\_\_  
Named Insured/Firm

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

\_\_\_\_\_  
Policy Number, if available

\_\_\_\_\_  
Date



**POLICY APPLICATION (please print or type)**

which, upon acceptance and approval by **NATIONWIDE LIFE INSURANCE COMPANY -- Columbus, Ohio 43216**, will become a part of **SPECIFIED HAZARD INSURANCE POLICY NUMBER** : \_\_\_\_\_

**1. Name of Plan Sponsor:** City of Coral Gables  
(Group's Name)

**Permanent Mailing Address:** 450 Biltmore Way Coral Gables FL 33134  
(Number) (Street) (City) (State) (Zip) (County)

**2. Policy Term:** The policy term starts as **12:01 a.m.** on 5/1/10 which is the effective date and ends at **12:01 a.m.** on 5/1/11 which is the termination date.

**3. Covered Activities**

Athletic and Recreational activities, with the exception of Tennis and/or Swimming/Aquatics activities, that are conducted, scheduled, approved, organized and supervised by the Plan Sponsor. Coverage also includes group or team travel directly to and/or from a covered activity under the supervision of the Plan Sponsor or its designated representative.

**4. Maximum Benefit Amounts** -- the word "None" means the benefit is not included.

Benefit Provisions	Maximum Benefit Amounts	
	Class 1	Class 2
ACCIDENTAL DEATH AND SPECIFIC LOSS with a \$100,000 overall maximum for any one accident.		
Death	\$10,000	\$10,000
Specific Loss (Face Amount)	\$10,000	\$10,000
MEDICAL EXPENSE		
Accident	\$100,000	\$100,000
Deductible	\$250	\$250
Overall Maximum	\$100,000	\$100,000
The deductible is reduced by amounts paid by Other Insurance. Medically necessary professional ambulance services is a Covered Expense.		

**5. Premium Rates by Class of Eligible Persons**

Class	Eligible Persons	Premium Excess Plan
1	Participants, including Volunteers and Staff, performing their normal duties at a Covered 'League/Program' Activity	\$4.38 Per Participant
2	Participants, including Volunteers and Staff, performing their normal duties at a Covered 'Camp' Activity	\$.54 Per Camp Participant

The minimum premium per policy term is \$175.00.....Premium: \$14,019.00

**6. The policy is to cover all eligible persons which includes participants and staff**

**7. It is understood and agreed that:** (a) the premium will be paid entirely by the plan sponsor with no contribution made by the eligible persons toward the cost of the insurance; and (b) premium will be paid as follows: [X] in advance as shown on the Premium Report, or [] in advance based on the total estimated premium due as shown on the Premium Report with an audit at the end of the policy term.

\_\_\_\_\_  
(Previous Policy Number)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Agent's Signature and Number)

By \_\_\_\_\_  
(Signature of Applicant)

\_\_\_\_\_  
(Printed Name and Title of Applicant)

\_\_\_\_\_  
(Address of Applicant)