



Richard Zak  
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## Binder

<b>Date:</b> 6/1/2023	
<b>Insured's Name and Address:</b> City of Peoria Illinois 419 Fulton Street Peoria, IL 61602	<b>Producer's Name and Address:</b> Arthur J. Gallagher & Co 2850 W. Golf Road Rolling Meadows, IL 60008

We are pleased to bind coverage. The terms and conditions of our binder are listed below.

<b>Company:</b>	Gemini Insurance Company
<b>Coverage Form:</b>	Berkley Public Entity Premier - Excess Liability Follow Form Policy
<b>Policy Period:</b>	06/01/2023 to 06/01/2024 12:01 a.m. Standard Time on both dates at the address of the Named Insured stated above.
<b>Policy Number:</b>	XPE0000282-01
<b>Prior Policy Number:</b>	XPE0000282-00

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

<b>Minimum Earned Premium at Inception:</b>	50 %
<b>Optional Terrorism Premium:</b>	\$0
<b>Total Premium: (Excluding Terrorism if Applicable)</b>	\$215,000
<b>Commission:</b>	0 %
<b>Payment Plan:</b>	Full Pay

FOLLOWED POLICY:	
<b>Packaged Policy</b>	
<b>Carrier:</b>	Illinois Union Insurance Company
<b>Policy Number:</b>	PEP G7257977A 002
<b>Policy Period:</b>	<b>Effective Date</b> 06/01/2023 <b>to Expiration Date</b> 06/01/2024
<b>Limits:Followed Policy</b>	
<b>Each Occurrence/Claim Limit</b>	\$5,000,000

	<b>Aggregate Limit</b>	\$5,000,000
	<b>Retained Limit</b>	\$1,000,000
<b>Defense Handling:</b>	Inside	
<b>Claims Reporting:</b>	Dual Trigger	

<b>Schedule of Forms and Endorsements</b>	
XFP 3000 04/20	Berkley Public Excess Declarations Page
XFP 3002 04/20	Berkley Public Excess Schedule of Forms and Endorsements
XFP 3003 08/22	Schedule of Underlying Insurance
XFP 3001 02/20	Berkley Public Entity Follow Form Policy
XFP 3004 09/20	Signatures
XFP 3006 02/20	Exclusion Of Certified Acts Of Terrorism
XFP 3007 02/20	Trade Or Economic Sanctions Endorsement
XFP 3008 01/23	Service of Suit Endorsement
XFP 3036 05/20	Exclusion - Communicable Disease
XFP 3019 02/20	Sexual Misconduct Exclusion
IL P 001 01/04	U.S. Treasury Department's Office Of Foreign Assets Control ("OFAC") Advisory Notice To Policyholders
LOSS Notice 01/23	Loss Notice

**Comments:** N/A

**Terms and Conditions:**

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

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

Applicant Name and Address:

Insuring Company:

Line of Business:

Policy Term:

State:

Subject Premium:

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

Name of Surplus Lines Broker:

(Individual's Name)

Company Name:

Licensee Address:

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

Surplus Lines License No.:

License Date: (Eff. and Exp.)

FEIN: (Required for FL and LA)

Person completing this form

Telephone Number

Date

**NOTICE**

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

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**ILLINOIS SURPLUS LINES NOTIFICATION**

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**NOTICE TO POLICYHOLDER:**

**THIS CONTRACT IS ISSUED, PURSUANT TO SECTION 445 OF THE ILLINOIS INSURANCE CODE, BY A COMPANY NOT AUTHORIZED AND LICENSED TO TRANSACT BUSINESS IN ILLINOIS AND AS SUCH IS NOT COVERED BY THE ILLINOIS INSURANCE GUARANTY FUND.**

## SCHEDULE OF FORMS AND ENDORSEMENTS

Policy Number: XPE0000282-01

Named Insured: City of Peoria Illinois

<b>SCHEDULE OF FORMS AND ENDORSEMENTS:</b> (Other than applicable forms and endorsements shown elsewhere in the policy)			
ENDORSEMENT NUMBER	FORM NUMBER	EDITION DATE	FORM TITLE
	XFP 3000	04/20	Berkley Public Excess Declarations Page
	XFP 3002	04/20	Berkley Public Excess Schedule of Forms and Endorsements
	XFP 3003	08/22	Schedule of Underlying Insurance
	XFP 3001	02/20	Berkley Public Entity Follow Form Policy
01	XFP 3004	09/20	Signatures
02	XFP 3006	02/20	Exclusion Of Certified Acts Of Terrorism
03	XFP 3007	02/20	Trade Or Economic Sanctions Endorsement
04	XFP 3008	01/23	Service of Suit Endorsement
05	XFP 3036	05/20	Exclusion - Communicable Disease
06	XFP 3019	02/20	Sexual Misconduct Exclusion
	IL P 001	01/04	U.S. Treasury Department's Office Of Foreign Assets Control ("OFAC") Advisory Notice To Policyholders
	LOSS Notice	01/23	Loss Notice

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

This schedule forms a part of the Policy Declarations.

**Policy Number:** XPE0000282-01  
**Insured Name:** City of Peoria Illinois

## SCHEDULE OF UNDERLYING INSURANCE

COVERAGE	INSURER POLICY NUMBER POLICY PERIOD	LIMITS OF INSURANCE	LAYER
General Liability	Illinois Union Insurance Company <b>Policy #:</b> PEP G7257977A 002 6/1/2023 - 6/1/2024	Each Occurrence: \$5,000,000 Aggregate Limit: \$5,000,000 Retained Limit: \$1,000,000	1
Automobile Liability	Illinois Union Insurance Company <b>Policy #:</b> PEP G7257977A 002 6/1/2023 - 6/1/2024	Each Occurrence: \$5,000,000 Aggregate Limit: \$5,000,000 Retained Limit: \$1,000,000	1
Public Officials and Employment Practices Liability	Illinois Union Insurance Company <b>Policy #:</b> PEP G7257977A 002 6/1/2023 - 6/1/2024	Each Claim: \$5,000,000 Aggregate Limit: \$5,000,000 Retained Limit: \$1,000,000	1



## BERKLEY PUBLIC ENTITY EXCESS EXCESS LIABILITY FOLLOW FORM INSURANCE POLICY

Various provisions in this policy restrict coverage. Some coverage provided by this policy may be provided on a claims made and reported basis. Please read the entire policy and any **underlying insurance** carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words **you** and **your** refer to the **named insured** shown in the Declarations. The words **we**, **us** and **our** refer to the company providing this insurance.

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

### A. COVERAGE

#### I. Insuring Agreement

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

This policy will follow the terms, conditions, exclusions and definitions of the **followed policy** except with respect to: (a) the limits of liability and premium; (b) any arbitration, service of suit or choice-of-law provision; (c) any coverage that is subject to a **sublimit**; and (d) any other provisions that are inconsistent with or contrary to the provisions of this policy. If the **followed policy** applies on an occurrence basis, then this policy shall apply on an occurrence basis. If the **followed policy** applies on a claims made basis, then this policy shall apply on a claims made basis.

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

**Our** obligation to pay for **loss** applies only after the **underlying limits** have been exhausted by payment of **loss** in accordance with Section D. Condition 2.

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

## II. Limits of Insurance

1. The each occurrence, claim, accident or wrongful act limit of insurance stated in the Declarations is the maximum amount **we** will pay under this policy for **loss** resulting from any one occurrence, claim, accident or wrongful act, as applicable. This is true regardless of the number of:
  - a. Persons, entities or organizations who are **insureds** under this policy;
  - b. Coverages provided under this policy;
  - c. Claims made or suits brought against any or all **insureds**;
  - d. Persons or organizations making claims; or
  - e. Vehicles involved.
2. Subject to paragraph 1., above, the Aggregate Limit stated in the Declarations is the maximum **we** will pay under this policy for all **loss** to which this policy applies. Such aggregate limit shall apply in the same manner as the aggregate limit applies in the **followed policy**.

## III. Defense and Settlement

1. **We** have no duty to defend or assume charge of any investigation, settlement or defense of any claim, suit or proceeding against any **insured**. **We** have the right, but not the duty, to associate with the **insured, insurers**, or both, in the investigation, settlement or defense of any claim, suit or proceeding which in **our** opinion may create liability on **us** for payment of **loss** under this policy. If **we** exercise such right, **we** will do so at **our** own expense.
2. Notwithstanding paragraph 1. above, **we** will assume the control of the defense of suits or claims brought against an **insured** seeking damages to which this insurance applies only if:
  - a. the terms of all **underlying insurance** obligate the **insurers** to assume control of defense of such suits or claims; and
  - b. all applicable **underlying limits** have been exhausted solely by payment of **loss**.

If defense expenses are included within the Limit(s) of Insurance by the terms of the **underlying insurance**, then any such defense expenses **we** pay shall reduce the Limits of Insurance of this policy. If defense expenses are not included within the Limit(s) of Insurance by the terms of the **underlying insurance**, then any such defense expenses **we** pay shall not reduce the Limits of Insurance of this policy.

3. Subject to paragraph 2. above, **we** will not pay any expenses except as follows:
  - a. Payments allocated to a specific claim, suit or proceeding for the investigation, settlement or defense, including the **insured's** reasonable attorney fees and other litigation costs;
  - b. Post-judgment interest on the amount of a judgment to which this policy applies;
  - c. Prejudgment interest the **insured** is legally obligated to pay under a judgment to which this policy applies, provided:
    - i. The **underlying insurance** pays prejudgment interest; and

- ii. **Our** share of prejudgment interest shall not exceed the proportion that payment of damages under this policy bears to the total damages determined by final judgment.
  - d. All costs taxed against the **insured** in a suit **we** defend pursuant to paragraph 2., above, but not including plaintiff's attorneys' fees.
4. When **our** applicable Limit(s) of Insurance has been paid, **we** will no longer defend or associate with the **insured** in the defense of any claim or suit.

## B. DEFINITIONS

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

## C. EXCLUSIONS

In addition to the exclusion(s) in the **underlying insurance**, this policy does not apply to:

1. Any liability arising out of access to or disclosure of confidential or personal information or any data-related liability, including but not limited to:
  - a. Any access to or disclosure of any individual's name; address; telephone number; medical, healthcare or other health information; social security, driver's license or other government identification number; credit or debit card number; account numbers or histories; passwords, patents, trade secrets, processing methods, customer lists, financial information or other personal information not lawfully available to the general public; or
  - b. The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate **electronic data**.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses, or any other loss, cost or expense incurred by the **insured** or others arising out of paragraph a. or b. above. **Electronic data** means information, facts, or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, DVDs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

#### D. CONDITIONS

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

1. Maintenance of **Underlying Insurance**

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

2. Attachment and Exhaustion of **Underlying Limits**

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

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

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

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

3. Appeals

**We** may appeal a judgment against any **insured** under this policy if:

- a. The judgment is for more than the amount of the remaining **underlying limits**; and
- b. The **insured** or the **insurers** of the **underlying insurance** do not appeal.

4. Notice and Cooperation

- a. The **insured** shall give **us** and its **insurers** all information, assistance and cooperation that **we** and they may request and any assistance **we** reasonably request in the enforcement of any right against any person or organization which may be liable.
- b. **You** must notify us in writing as soon as practicable of any incident or circumstance which may give rise to a suit or claim against an **insured** that is reasonably likely to result in liability for **us** under this policy and of any accident, occurrence, wrongful act, suit or claim, which:
  - i. is filed as a class action suit, whether or not any class is certified;
  - ii. results in the establishment of a reserve, or would reasonably require the establishment of a reserve, for damages that equal or exceed 50% of the **underlying limits**;
  - iii. involves a notice of claim or suit for which damages are reasonably likely to equal or exceed 25% of the **underlying limits**; or
  - iv. involves or alleges any of the following:
    - 1) Any injury to the spinal cord or vertebrae, including paraplegia, quadriplegia and partial paralysis;
    - 2) Any serious head injury, including skull fracture;
    - 3) A brain or brain stem injury;
    - 4) Any burn to 25% or more of the body;
    - 5) A fatality;
    - 6) Any amputation or loss of use of a major extremity or multiple minor extremities;
    - 7) Any sensory loss (such as sight, hearing, smell touch or taste);
    - 8) Multiple fractures or serious disfigurement or scarring;
    - 9) Bodily injury resulting from use of a lethal or non-lethal weapon; or
    - 10) Sexual abuse or sexual molestation.
- c. **You** must immediately make a written record of specific information about any suit or claim which appears reasonably likely to result in liability for **us** under this policy, including but not limited to:

- i. The identity of all potential claimants;
  - ii. A description of any anticipated allegations;
  - iii. The identity of the **insured** allegedly involved;
  - iv. The circumstances by which the **insured** first became aware of the act, accident, occurrence or alleged wrongful act;
  - v. The consequences which have resulted or may result;
  - vi. The nature of the potential monetary damages; and
  - vii. The date the claim was received.
- d. All notices under this policy shall be given as provided for in the **underlying insurance**. In addition, all notices to **us** under this policy shall be sent to the address below or any substitute address as provided by **us**:

Berkley Public Entity, LLC  
Attention: Claims Department  
200 Princeton South Corporate Center  
Suite 280  
Ewing, NJ 08628

Notice shall be deemed given as soon as practicable if it is given to **us** by the person(s) to whom **you** have delegated such claims reporting responsibility as soon as practicable after they have knowledge of the incident, circumstance, claim or suit.

5. Extended Reporting Period Premium

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

6. Financial Impairment

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

7. Termination of the Policy

- a. The **named insured** may cancel this policy at any time by sending **us** a written request or by returning the policy stating the date of cancellation.
- b. **We** may cancel this policy at any time by mailing to the **named insured** a notice of cancellation 60 days (10 days in the event of non-payment of premium) in advance of the cancellation date. **Our** notice of cancellation will be mailed to the **named insured's** last known address, and will indicate the date on which coverage is terminated.
- c. If the **named insured** requests cancellation, return premium will be computed with Short Rate premium, subject to the Minimum Earned Premium stated on the Declarations. If **we** cancel, return premium will be computed pro rata, subject to the Minimum Earned Premium stated on the Declarations.

- d. If this policy insures more than one **named insured**, cancellation may be effected by the **named insured** shown on the Declarations Page for the account of all the **named insureds**. Notice of cancellation by **us** to the **named insured** will be deemed notice to all **insureds** and payment of any return premium to such **named insured** will be for the account of all interests.
  - e. This policy shall also terminate at the earliest of the following times:
    - i. Upon expiration of the policy period as set forth in the Declarations; or
    - ii. At such other time as may be agreed upon by **us** and the **named insured**.
  - f. Either party may elect to non-renew the policy at its expiration date for any reason.
8. When Loss is Payable
- Loss** is not payable by **us** until:
- a. The **insurer(s)** providing **underlying insurance** is obligated to pay the full amount of its applicable limit of insurance for **loss** also covered by this policy; and
  - b. The **insured's** legal obligation is evidenced either by a judgment against the **insured** after an actual trial, by an arbitration award entered as a judgment or by a written settlement agreement executed by the **insured** and the claimant(s).

**ENDORSEMENT**

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

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**SIGNATURES**

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Policy Number	Endorsement Effective Date	Endorsement Number
XPE0000282-01	06/01/2023	

**GEMINI INSURANCE COMPANY**

**A STOCK COMPANY**

THIS POLICY CONSISTS OF:

- Declarations;
- Insurance Policy Form
- Applicable Forms and Endorsements

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



W. Robert Berkley, Jr., Director and President



Philip S. Welt, Secretary

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Authorized Representative

## ENDORSEMENT

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

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### EXCLUSION OF CERTIFIED ACTS OF TERRORISM

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Policy Number	Endorsement Effective Date	Endorsement Number
XPE0000282-01	06/01/2023	

This endorsement modifies insurance provided under the following:

### EXCESS LIABILITY FOLLOW FORM INSURANCE POLICY

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A. The following exclusion is added:

This insurance does not apply to:

1. Any injury or damage arising, directly or indirectly, out of a certified act of terrorism.

B. The following definitions are added and apply under this endorsement wherever the term certified acts of terrorism or the phrase any injury or damage appear in bold print:

1. For the purposes of this endorsement, **any injury or damage** means any injury or damage covered under any coverage part or **policy** to which this endorsement is applicable, and includes but is not limited to **bodily injury, property damage, personal injury and advertising injury, injury, damages or claim expenses** as may be defined in any applicable coverage part or **policy**.

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

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

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

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Authorized Representative

## ENDORSEMENT

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

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### TRADE OR ECONOMIC SANCTIONS ENDROSEMENT

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Policy Number	Endorsement Effective Date	Endorsement Number
XPE0000282-01	06/01/2023	

This endorsement modifies insurance provided under the following:

### EXCESS LIABILITY FOLLOW FORM INSURANCE POLICY

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This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing insurance, including, but not limited to, the payment of claims.

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

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Authorized Representative

## ENDORSEMENT

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

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### SERVICE OF SUIT ENDORSEMENT

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Policy Number	Endorsement Effective Date	Endorsement Number
XPE0000282-01	06/01/2023	

### THIS ENDORSEMENT CHANGES THE POLICY.

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

Claims Department  
Berkley Public Entity (a Berkley Company)  
200 Princeton South Corporate Center, Suite 280  
Ewing, NJ 08628

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

If the insured requests, the company will submit to the jurisdiction of any court of competent jurisdiction. The company will accept the final decision of that court or any Appellate Court in the event of an appeal.

The law of some jurisdictions of the United States of America require that the Superintendent, Commissioner or Director of Insurance (or their successor in office) be designated as the company's agent for service of process. In these jurisdictions, the company designates the Director of Insurance as the company's true and lawful attorney upon whom service of process on the company's behalf may be made. The company also authorizes the Director of Insurance to mail process received on the company's behalf to the company person named above.

If the insured is a resident of Canada, the insured may also serve suit upon the company by serving the government official designated by the law of the insured's province.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED.

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Authorized Representative

a Berkley Company  
Includes copyrighted material of Insurance Services Office Inc. with its permission.

## ENDORSEMENT

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

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### COMMUNICABLE DISEASE EXCLUSION

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Policy Number	Endorsement Effective Date	Endorsement Number
XPE0000282-01	06/01/2023	

This endorsement modifies insurance provided under the following:

### EXCESS LIABILITY FOLLOW FORM LIABILITY INSURANCE POLICY

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Section C. Exclusions is amended to add the following:

This insurance does not apply to any actual or alleged **loss**, liability, injury, damages, cost, expense, fee or any other payment of any kind directly or indirectly, in whole or in part, arising out of:

- 1) a **Communicable Disease**; or
- 2) the fear or threat (whether actual or perceived) of a **Communicable Disease**; or
- 3) any requirement or recommendation of any **Governmental Authority** regarding a **Communicable Disease**; or
- 4) the actual or alleged transmission, spread or failure to prevent, suppress or remove a **Communicable Disease**; or
- 5) the reporting of, monitoring of, disclosure of, testing for, or failure to report, monitor, disclose or test for, a **Communicable Disease**.

This Exclusion applies regardless of whether:

- 1) any other cause, event, material, product or incident, of whatever kind or nature contributed, concurrently or in any sequence, to the actual or alleged liability, injury, loss, damage, claim, cost, expense or any other payment of any kind; or
- 2) such actual or alleged liability, injury, **loss**, damage, claim, cost, expense, or any other payment of any kind is based upon, caused by, resulting from, arising from, related to, or attributable, in whole or in part, to any persons (including, without limitation, any insured or other person or entity).

We will have no duty or obligation to defend, indemnify, or pay on behalf of any person (including, without limitation, any insured or other person or entity), with respect to any claim, suit or proceeding that alleges or is, directly or indirectly, in whole or in part, based upon, arising out of or attributable to any of the above.

Section B. Definitions is amended to add the following:

**Communicable Disease** means disease, illness or condition directly or indirectly based upon, caused by, arising out of, relating or attributable to, in whole or in part, any actual, alleged, direct or indirect contact with or exposure to any **Infectious Agent**.

**Infectious Agent** means one or more of any bacteria, viruses, markers, microbial agents, microorganisms, biological organisms, parasites, insects, protozoa, or any other source, combination, variant or mutation thereof, capable of transmission or spreading by any means from any source.

**Governmental Authority** means any foreign, international, federal, state, or local government, regulatory entity, administrative body, judicial body, quasi-governmental entity, or in each case, any subdivision or instrumentality thereof, and includes without limitation, any statute, regulation, law, ordinance, order, directive or guidance issued by any of them.

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

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Authorized Representative

## ENDORSEMENT

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

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### SEXUAL MISCONDUCT EXCLUSION

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Policy Number	Endorsement Effective Date	Endorsement Number
XPE0000282-01	06/01/2023	

This endorsement modifies insurance provided under the following:

### EXCESS LIABILITY FOLLOW FORM INSURANCE POLICY

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Section C. Exclusions is amended to add the following:

This policy does not apply to any **loss** or liability arising out of, based upon, attributable to, caused by, or in any way related to **sexual misconduct**. This exclusion applies even if the allegations against the **insured** are for negligence or other acts or omissions in (a) the supervision, hiring, employment, training, retention or monitoring of others; (b) the investigation or failure to investigate actual or alleged **sexual misconduct**; or (c) the reporting or failure to report actual or alleged **sexual misconduct**.

Section B. Definitions is amended to add the following:

**Sexual misconduct** means any actual, attempted or alleged sexual conduct of a person or persons that causes physical or mental injuries. **Sexual misconduct** includes: sexual molestation, sexual assault, sexual battery and sexual exploitation. **Sexual misconduct** does not include sexual harassment.

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

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Authorized Representative

# U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of **your policy**. **You** should read **your policy** and review **your** Declarations page for complete information on the coverages **you** are provided.

This Notice provides information concerning possible impact on **your** insurance coverage due to directives issued by OFAC. Please read this Notice carefully.

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

As "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site- <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that **you** or any other **insured**, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance **policy** is considered to be such a blocked or frozen contract no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.



**IN CASE OF LOSS  
REFER NOTICE IMMEDIATELY TO:**

Email:	PublicEntityClaims@wrberkley.com
Mailing Address:	200 Princeton South Corporate Center, Suite 280 Ewing, NJ 08628
Contact:	Berkley Public Entity Claims Department
Telephone:	609-963-3320

**POLICYHOLDER DISCLOSURE  
NOTICE OF TERRORISM  
INSURANCE COVERAGE**

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

Coverage under your policy may be affected as follows:

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

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

**Acceptance or Rejection of Terrorism Insurance Coverage**

	I hereby elect to purchase terrorism coverage, subject to the limitations of the Act, for acts of terrorism as defined in the Act, for a prospective premium of \$ .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/Applicant’s Signature

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

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

\_\_\_\_\_  
Policy Number

\_\_\_\_\_  
Date