

LLOYD'S

Lloyd's of London
One Lime Street
London
EC3M 7HA
England

ACTIVE SHOOTER PROTECTION

**THIRD PARTY LIABILITY INSURANCE POLICY
AND**

**THIS IS A CLAIMS-MADE AND REPORTED COVERAGE FORM
DECLARATIONS**

Unique Market Reference **B0595RE00057417**

1. Named Insured:

School Board of Palm Beach County Florida and as stated in the attached schedule of Named Insureds (if applicable).

2. Principal Address:

**3370 Forest Hill Blvd,
West Palm Beach,
FL 33406
U.S.A**

3. Period of Insurance:

Inception: **1ST August, 2017** Expiry: **1ST August,, 2018**

All days at 12:01 a.m. local standard time at the principal address.

4. Main Location of the Named Insured:

**3370 Forest Hill Blvd,
West Palm Beach,
FL 33406
U.S.A**

including the schedule of additional locations (if applicable) as stated within the Named Insured's application form, attached herein and as kept on file with the Underwriters.

alp 15/6/17

5.a. Limit of Liability and Claims Expenses:

USD 1,000,000 each and every Active Shooter Event including Claim Expenses and Interruption of Business.

USD 1,000,000 Aggregate.

5.b. Sub-Limits of Expense Costs:

USD 500,000 each and every Active Shooter Event.

USD 1,000,000 Aggregate.

USD 500,000 each and every Active Shooter Event.

USD 1,000,000 Aggregate.

(iii) Funeral Expenses

USD 500,000 each and every Active Shooter Event.

USD 1,000,000 Aggregate.

(iv) Property Damage

USD 500,000 each and every Active Shooter Event.

USD 500,000 Aggregate.

6. Self Insured Retention:

USD 10,000 each and every Active Shooter Event including Claim Expenses.

3 Days for Interruption of Business

7. Gross Premium for Period of Insurance:

USD 95,000.00 plus fee(s), surplus lines tax and all other taxes.

USD 5,000.00 Firestorm

8. Premium Payment Terms:

Due within 45 days of the inception as per the Premium Payment Clause – LSW3001 amended, of the Active Shooter Protection – Third Party Liability Insurance Policy and

– Claims-Made and Reported Coverage Form (McGowan 1 January 2017):

9. Taxes Payable by Insured and Administered by Insurers:

None.

15/6/17
afp

10. Active Shooter Event(s) Notification:

The Named Insured, [REDACTED]
[REDACTED]
[REDACTED]

11. Claims to be Directly Reported to:

The Named Insured, shall as soon as reasonably practicable, notify Underwriters of all incidents and Claims:-

Yera Patel (New York)
Beazley Claims
Direct Dial: +1 (917) 244 9740

and / or

William Clarke (New York)
Beazley Claims
Direct Dial: +1 (646) 943 5919

Beazley Group
1270 Avenue of the Americas
Suite 1200
New York
NY 10020
USA

Tel: +1 (646) 943 5900

Email: claims@beazley.com

12. Service of Suit Nominee:

Messrs Mendes & Mount (or their Nominees)
750 Seventh Avenue
New York
NY 10019-6829
United States of America

13. Governing Law: State of New York (or as per state of Named Insured).

14. Law and Jurisdiction:

Law: New York, United States of America
Jurisdiction: As per the Conditions - Service of Suit Clause of the Active Shooter Protection - Third Party Liability Insurance Policy and Crisis Management Services - Claims-Made and Reported Coverage Form (McGowan 1 January 2017).

15. Arbitration:

Seat: New York, United States of America
Rules: As per the Conditions - Arbitration Clause of the Active Shooter Protection - Third Party Liability Insurance Policy and Crisis Management Services - Claims-Made and Reported Coverage Form (McGowan 1 January 2017).

16. Insurer Contract Documentation:

The Active Shooter Protection Declarations ASP DEC – 1 January 2107 (McGowan), the Active Shooter Protection – Third Party Liability Insurance Policy and Crisis Management Services - Claims-Made and Reported Coverage Form ASP – 1 January 2017 (McGowan) inclusive of all applicable endorsements and the Active Shooter Protection Application Form shall constitute the entire agreement between **Underwriters** and the **Named Insured**.

17. This evidences that insurance has been placed with certain Underwriters at Lloyd's of London, further details as set forth below:

<u>Lloyd's Syndicate</u>	<u>Signed Line</u>
AFB 2623	82.00%
AFB 623	18.00%
<u>Total</u>	<u>100.00%</u>

18. Underwriter Signature:

Signed on this day 15 of June 2017

Lead Underwriter

[Signature] 15/6/17.

ZAB99LI7ANSV.
(attaching to
LB005X17ANSV).

McGOWAN

MPA ASP Policy Form 01-01-2017 Specimen

ACTIVE SHOOTER PROTECTION

THIRD PARTY LIABILITY INSURANCE POLICY
AND
[REDACTED]

THIS IS A CLAIMS-MADE AND REPORTED COVERAGE FORM

WHAT TO DO FOLLOWING AN ACTIVE SHOOTER EVENT

If an Active Shooter Event occurs or is believed
to have occurred [REDACTED]
[REDACTED]
[REDACTED]

ACTIVE SHOOTER PROTECTION

**THIRD PARTY LIABILITY INSURANCE POLICY
AND**

THIS IS A CLAIMS-MADE AND REPORTED COVERAGE FORM

COVERAGE NOTICE

THIS THIRD PARTY LIABILITY POLICY PROVIDES COVERAGE ON A **CLAIMS-MADE AND REPORTED** BASIS. THE COVERAGE PROVIDED BY THIS POLICY IS LIMITED TO ONLY THOSE **CLAIMS** WHICH ARISE FROM AN **ACTIVE SHOOTER EVENT** THAT OCCURS AFTER THE **RETROACTIVE DATE** STATED IN THE **DECLARATIONS** AND WHICH ARE FIRST MADE AGAINST THE **NAMED INSURED** AND REPORTED WITHIN THE **PERIOD OF INSURANCE** AND IN NO EVENT LONGER THAN NINETY (90) DAYS AFTER THE EXPIRY TO **UNDERWRITERS** IN ACCORDANCE WITH THE TERMS OF THIS POLICY.

THIS POLICY DOES NOT PROVIDE COVERAGE TO THE **ACTIVE SHOOTER(S)** OF THE **ACTIVE SHOOTER EVENT**.







PLEASE REVIEW THE POLICY CAREFULLY. THIS POLICY CONTAINS IMPORTANT EXCLUSIONS AND CONDITIONS. ALL WORDS OR PHRASES (OTHER THAN CAPTIONS) THAT ARE PRINTED IN BOLDFACE ARE DEFINED IN THE POLICY. PLEASE DISCUSS ANY QUESTIONS CONCERNING THE COVERAGE WITH YOUR INSURANCE AGENT AND / OR BROKER.

IN CONSIDERATION OF THE PREMIUM SPECIFIED IN THE **DECLARATIONS** PAGE **UNDERWRITERS** HEREBY BIND THEMSELVES SEVERALLY AND NOT JOINTLY, EACH FOR HIS OWN PART AND NOT ONE FOR ANOTHER, THEIR EXECUTORS AND ADMINISTRATORS.

IMPORTANT: THIS POLICY IS NOT EFFECTIVE UNLESS A **DECLARATIONS** IS ISSUED AND THE PREMIUM PAYMENT CLAUSE HAS BEEN ADHERED TO.

NOTE: FAILURE TO REPORT A **CLAIM** AS SOON AS REASONABLY PRACTICABLE COULD JEOPARDIZE YOUR COVERAGE.

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IMPORTANT NOTICE

If a word is in boldface, please read the definitions section.

This is a **Claims Made and Reported Policy**.

Claims Expenses that are incurred in defending any **Claim** against the **Named Insured** will reduce, and may completely exhaust, the limit of liability available to pay **Damages**.

Claims Expenses that are incurred by the **Named Insured** in defending any **Claim** will reduce, and may completely exhaust, the **Self Insured Retention** amount stated in the **Declarations**.

All coverage extension endorsements that provide sub-limits of liability are part of and not in addition to the full limit of liability available as stated in 5.a. Limit of Liability and **Claims Expenses** of the **Declarations**.

This policy does not cover the **Self Insured Retention** amount stated in the **Declarations**.

BASIS OF INSURANCE

All information provided by the **Named Insured** or the **Named Insured's** agent or broker in connection with this policy duly forms the basis of and is incorporated into this policy.

If the **Named Insured** has not notified the **Underwriters** about or has misrepresented any material facts or circumstances relating to this policy or makes any **Claim** knowing it to be false or fraudulent as regards amount or otherwise, this policy will become void from the inception of this policy.

COVER

A. The Indemnity

The **Underwriters** will pay on behalf of the **Named Insured**, up to the limit of liability stated in 5.a. Limit of Liability of the **Declarations**, for any **Damages** and **Claims Expenses** which the **Named Insured** shall become legally liable to pay because of any **Claim** or **Claims** for **Bodily Injury**, first made against the **Named Insured** during the **Period of Insurance** and reported to **Underwriters** in writing no later than ninety (90) days after the expiry of this policy, caused by a **Active Shooter Event** occurring at the **Campuses** of the **Named Insured** during the **Period of Insurance**.

An **Active Shooter Event** which occurs at one **Location** or multiple **Locations** of the **Named Insured** within a period of 24 consecutive hours and which do have or appear to have a **Related Purpose** or are co-ordinated by one or more **Active Shooter(s)** will be deemed to be one **Active Shooter Event**.

B. Defense and Settlement of Claims

1. The Underwriters shall have the right and duty to defend, subject to all the provisions, terms and conditions of this Policy:
 - a. any **Claim** against the **Named Insured** seeking **Damages** which are payable under the terms of this Policy, even if any of the allegations of the **Claim** are groundless, false or fraudulent;
 - or
 - b. under Cover A., any **Claim** in the form of a regulatory proceeding.

Defense counsel shall be mutually agreed upon between the **Named Insured** and the **Underwriters**, but in the absence of such agreement, the Underwriters' decision shall be final.

2. With respect to any **Claim** against the **Named Insured** seeking **Damages** which are payable under the terms of this Policy, the **Underwriters** will pay **Claims Expenses** incurred with their prior written consent. The Limit of Liability available to pay **Damages** shall be reduced and may be completely exhausted by payment of **Claims Expenses**. **Damages**, and **Claims Expenses** shall be applied against each **Self Insured Retention** payable by the **Named Insured**.
3. If the **Named Insured** shall refuse to consent to any settlement or compromise recommended by the **Underwriters** and acceptable to the claimant and elects to contest the **Claim**, the **Underwriters'** liability for any **Damages**, penalties and **Claims Expenses** shall not exceed the amount for which the **Claim** could have been settled, less the remaining **Self Insured Retention**, plus the **Claims Expenses** incurred up to the time of such refusal or the applicable Limit of Liability, whichever is less, and the **Underwriters** shall have the right to withdraw from the further defense thereof by tendering control of said defense to the **Insured**. The portion of any proposed settlement or compromise that requires the **Named Insured** to cease, limit or refrain from actual or alleged infringing or otherwise injurious activity or is attributable to future royalties or other amounts that are not **Damages** shall not be considered in determining the amount for which a **Claim** could have been settled.

DEFINITIONS

For the purpose of this policy:

1. **Active Shooter(s)** means an individual or group of individuals actively engaged in killing or attempting to kill a person or persons using a **Weapon**.
2. **Active Shooter Event** means any event involving an **Active Shooter(s)** and the **Named Insured** where a **Weapon** has been used or brandished on any **Location(s)** of the **Named Insured**.

■

[REDACTED]

■

[REDACTED]

5. **Aggregate** means the total limit of indemnity for the period of the policy. The **Aggregate** amount shall be inclusive of any sub-limit(s) provisions and will be eroded by valid **Damages** and **Claims Expenses** associated with a **Claim(s)**.
6. **Bodily Injury** means all physical injuries to a third party human being for death, physical injury, sickness, disease or disability resulting from an **Active Shooter Event** however excluding the **Active Shooter(s)** of the **Active Shooter Event**.
7. **Business Services** means the rendering of services as performed by the **Named Insured** at the **Locations of the Named Insured**.
8. **Claim** means a written demand received by the **Named Insured** from a third party for **Damages** covered by this policy
9. **Claims Expenses** means all reasonable and necessary fees, costs and expenses incurred with the written consent of **Underwriters** resulting from the investigation, adjustment, appraisal, defense or appeal of a **Claim**, suit or proceeding relating to a **Claim**. **Claims Expenses** do not include the salaries, expenses, overheads or other charges by the **Named Insured** for any time spent in cooperating in the defense, settlement and investigation of any **Claim**.
10. **Claims Made And Reported Policy** means that, subject to the terms and conditions of this policy, the coverage provided by this policy only covers **Claims** first made against the **Named Insured** or a circumstance which could reasonably be expected to give rise to a **Claim** during the **Period Of Insurance** and reported to **Underwriters** in writing as soon as reasonably possible and in no event longer than ninety (90) days after the expiry of this policy.

- [illegible]

- _____

16. **Directors or Officers** means any partner, executive officer, administrator, member of the Named Insured which is a not-for-profit corporation, stockholder or member of the board of directors, trustees or governors of the Named Insured.
17. [REDACTED]
18. **Euthanasia** means the practice of intentionally ending a life in order to relieve pain and suffering. This definition is in respect to **Voluntary Euthanasia** and **Non-Voluntary Euthanasia**. **Voluntary Euthanasia** is Euthanasia conducted with the consent of the person and **Non-Voluntary Euthanasia** is Euthanasia conducted where the consent of the person is unavailable.
19. **Firearm** means a barrelled weapon of any description from which any shot, bullet or other projectile can be discharged.
20. **Funeral Expenses** means the professional services that are provided and charged via a fixed fee in order to cover the full arrangement of a funeral(s). This includes:
- ... personal supervision of all the arrangements preceding, during and following the service, liaison with third parties, such as clergy, crematorium, cemetery and florists, use of the funeral home facilities, such as chapels and private rooms, preparing and attending to all essential documentation and provision of all necessary funeral staff to provide a dignified and personal service.
 - ... Supplementary charges, which include bringing the deceased into the undertakers care, presentation of the deceased and provision of a hearse.
 - ... The cost of the coffin or casket.
 - ... Additional charges such as limousines, additional mileage and cremation casket.
 - ... Payments made on your behalf, known as disbursements, which include fees for the
21. **Joint Venture** means a co-venture, joint lease, joint operating agreement or partnership in which the Named Insured has a financial interest.
22. **Location(s) of the Named Insured** means all locations which are owned, leased or are part of a Joint Venture by the Named Insured which have been listed and provided to Underwriters prior to binding coverage.
23. **Mercy Killing(s)** means the deliberate act of ending the life of a person or persons who are suffering from an incurable illness or disease. This definition is in respect to **Passive Mercy Killing(s)** where a person(s) undertaking the act of killing the incurably ill person(s) is acting at the explicit request of the person(s) who wishes to die.
24. **Named Insured** means the entity and its Location(s) where **Business Services** are rendered.
25. **Period of Insurance** means the period of time between the inception date and the effective date of termination, expiration or cancellation of this policy as stated in the **Declarations**.
26. **Insured Person(s)** means any third party human being who is on a Location(s) or in the course of transit to or from the Location(s) of the Named Insured relating to the insured's **Business Services**.
27. **Pollutant or Contaminant** includes but is not limited to any solid, liquid, gaseous or thermal irritant, contaminant or toxic or hazardous substance or any substance the presence, existence, or release of which endangers or threatens to endanger the health, safety or welfare of persons or the environment.

- 28. **Property Damage** means physical loss of, physical damage to or physical destruction of tangible property including the resulting loss of use of such tangible property.
- 29. **Related Purpose** means one **Active Shooter Event** or a series of **Active Shooter Events** where the **Active Shooter(s)** attempt to cause **Bodily Injury** for the same intended reason and or for the same desired result.
- 30. **Retroactive Date** means the date on or after which any **Claim** from an **Active Shooter Event** can be reported in order for the policy's coverage to be triggered.
- 31. **Self Insured Retention** means the maximum dollar amount as stated in the **Declarations** for each and every **Claim** including **Claim Expenses**. Such stated amount must be paid by the **Named Insured** before this policy will respond to a loss. Valid **Damages** and **Claims Expenses** associated with a **Claim** will both duly erode the stated Self Insured Retention.
- 32. **Suicide** means the act of intentionally killing or attempting to kill oneself.
- 33. **Underwriters** shall mean certain syndicates at Lloyd's of London, who are providing this insurance policy.
- 34. **Weapon** means any portable **Firearm** (whether loaded or unloaded), explosive device, knife, syringe, medical instrument, corrosive substance, or any other handheld device or instrument which is designed, intended and constructed to be used in a manner to deliberately cause death or **bodily injury**.

EXCLUSIONS

This policy does not cover **Damages** or **Claims Expenses** with respect to any **Claim** directly or indirectly arising from, caused by or due to:

1. Loss of market, loss of income, loss of use or any other consequential loss at the property physically lost or physically damaged by an **Active Shooter Event**.
2. Confiscation, nationalization, requisition or destruction of or damage to property by or under the order of any government or public or local authority.
3. Criminal, dishonest, fraudulent or malicious conduct by the **Named Insured**.
4. Any actual or alleged negligent act, error, omission, misstatement, misleading statement, neglect or breach of duty by the **Directors or Officers**, individually or collectively, in the discharge of their duties solely in their capacity as **Directors or Officers** of the **Named Insured**.
5. **Euthanasia**.
6.
 - a. Any vehicle including, but not limited to, tanks and other tracked vehicles, armoured or military vehicles, unless such vehicle(s) has been used in conjunction with the **Weapon(s)** by the **Active Shooter** during the **Active Shooter Event**;
 - b. Any weapon mounted (or designed to be mounted) on a vehicle;
 - c. Any weapon, device or substance delivered by an airborne weapon delivery system including, but not limited to, fixed wing aircraft, helicopter or drone.
7. Injury or death to any employees of the **Named Insured**, or the employees of any third party with whom the **Named Insured** has contracted for services, arising out of any federal workers' or any workers' compensation law, any federal occupational disease law or the provisions of any law that provide occupational disability benefits, employers liability, unemployment compensation or disability laws, statutes or regulations. Loss, injury or damage arising out of employment related claims, of any type, including but not limited to employee Claims of wrongful termination of employment, discrimination, harassment, false arrest, slander, defamation, invasion of privacy, assault or battery, mental injury or mental anguish or humiliation when asserted in connection with an employment related claim.
8. the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system.
9.
 - a. ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
 - b. the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
 - c. any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
 - d. the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter;
 - e. any chemical, biological, bio-chemical, or electromagnetic weapon.
11. Loss, injury or damage arising out of any mental injury or mental anguish related claim.

12. Loss, injury or damage caused by or resulting from the **Named Insured's** recklessness or deliberate misconduct.
13. **Mercy Killing(s).**
14. Any **Named Insured** under this policy making a **Claim(s)** against any other **Named Insured** under this policy.

However this exclusion shall not apply to **Claims(s)** of an employee of the **Named Insured** while they are a recipient of **Business Services** being provided by the **Named Insured**.
15. Nuclear reaction, nuclear radiation or radioactive contamination, however such nuclear reaction, nuclear radiation or radioactive contamination may have been caused.
16. Any **Pollutant or Contaminant**, however such **Pollutant or Contaminant** may have been introduced or arisen.
17. Loss or damage arising from goods or products designed, manufactured, constructed, altered, repaired, serviced, treated, sold, supplied or distributed by the **Named Insured**.
18. **Property Damage** in respect of:
 - (a) owned, leased, rented or occupied by the **Named Insured**.
 - (b) in the care, custody or control of the **Named Insured** or the care, custody or control of any person under contract with the **Named Insured**.
19. Punitive or exemplary damages, sanctions or any additional damages resulting from the multiplication of compensatory damages.
20. Strikes, labour unrest, riots or civil commotion.
21. **Suicide.**
22. War, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection; civil commotion assuming the proportions of, or amounting to, an uprising; military or usurped power.

Nothing contained in the above exclusions shall extend this policy to cover any liability which would not have been covered had these exclusions not been incorporated herein.

LIMIT OF LIABILITY

The Limit of Liability stated in the **Declarations as Aggregate** is the total limit of the **Underwriters'** liability for all **Damages and Claims Expenses** arising out of the **Claims** first made against the **Named Insured** during the **Period Of Insurance** and reported to **Underwriters** in writing no later than ninety (90) days after the expiry of this policy regardless of the number of **Named Insureds** under this policy, **Claims** or **Claimants**.

CONDITIONS PRECEDENT

The **Underwriters** will not be liable to pay any **Claim** under this policy unless the **Named Insured** comply with all the requirements in the following conditions.

Notice and Proof of Loss

[REDACTED]

The **Named Insured**, shall also as soon as reasonably practicable, notify **Underwriters** of every **Claim**, demand, notice, summons or other process received by the **Named Insured** or their representative and any act, error or omission by the **Named Insured** which could reasonably be expected to give rise to a **Claim**, including any threat of an **Active Shooter Event** that could possibly lead to a **Claim**.

The **Named Insured** must keep **Underwriters** fully informed of any **Claim** and forward copies of all relevant correspondence and legal processes.

Any **Claim** or any circumstance which could reasonably be expected to give rise to a **Claim** shall be considered to be reported to the **Underwriters** when notice is first given to **Underwriters**.

Reporting and Claims Handling

The **Named Insured**, shall as soon as reasonably practicable, notify **Underwriters** of every **Claim**:-

Assistance and Cooperation

The **Named Insured** shall cooperate with the **Underwriters** in all investigations, including investigations regarding the application for and coverage under this policy and, upon the **Underwriters'** request, assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the **Named Insured** because of acts, errors or omissions in respect of loss insured under this policy.

The **Named Insured** shall attend hearings, trials and assist in securing and giving evidence and obtaining the attendance of witnesses where required by **Underwriters**.

The **Named Insured** must not admit liability, make an offer or promise of any payment, assume any obligation, incur any expense, enter into any settlement, acquiesce or agree to any judgement or award or otherwise dispose of any **Claim** without the written agreement of the **Underwriters**.

If required by the **Underwriters**, the **Named Insured** must agree to an examination under oath by the **Underwriters'** appointed representative.

Due diligence

The **Named Insured** (or any of the **Named Insured's** agents, sub or co-contractors) must use due diligence and do (and concur in doing and permit to be done) everything reasonably practicable to avoid or diminish further injury or damage and to secure compensation for any such loss including action against other parties to enforce any rights and remedies or to obtain relief or indemnity.

Change in circumstance

The **Named Insured** must notify the **Underwriters** immediately of any change in circumstance during the **Period of Insurance** which will materially affect this policy. This includes but is not limited to any significant change in operating conditions, the management and the ownership or control of the **Named Insured's** business. The **Underwriters** may then vary the terms and conditions of this policy. If the **Named Insured** is in any doubt whether a change is material he should consult his broker or agent.

Confidentiality

The **Named Insured** and any **Insured Person** must, at all times, restrict knowledge of the existence of this policy to all persons whose knowledge of the policy is necessary.

This policy shall become void and all **Claims** hereunder shall be forfeited if at any time, whether before or after expiry, the existence of this policy is disclosed to a third party, other than to the **Named Insured's** own professional, financial and legal advisers (on a confidential basis), without the **Underwriters'** prior written agreement.

Underwriters consent is only not needed where there is a court order or disclosure is legally required. The **Named Insured** must notify **Underwriters** as soon as possible of such proposed disclosure requirement, so that they can, if they chose, step in and object.

CONDITIONS

New Locations

The **Named Insured** is not required to notify **Underwriters** of a new **Location(s)** during the **Period of Insurance** for coverage to automatically apply unless the new **Location(s)** total property insurance value exceed USD5,000,000. However the **Named Insured** is required to advise a full schedule of **Locations**, including any **Location** added but not advised during the prior **Period of Insurance**, at each renewal of the policy.

Other insurance

This policy will act as primary insurance to any other insurance carried by or available to the **Named Insured**. This policy will respond in the event the **Named Insured** is otherwise insured incidentally for any **Damages** and **Claims Expenses** which are indemnifiable under this policy (namely under a more general or combined insurance providing coverage, in addition, for other risks not indemnified under this policy). However, this policy will not sit primary, rather this policy will sit in excess of any federal workers' or any workers' compensation law, any federal occupational disease law or the provisions of any law that provide occupational disability benefits, employers liability, unemployment compensation or disability laws, statutes or regulations

Where the **Named Insured** is, irrespective of this policy, insured specifically by any other insurance in respect of any **Damages** and **Claims Expenses** which would otherwise have been indemnifiable under this policy (namely under a policy which does not provide coverage for other risks not indemnifiable under this policy), there shall be no contribution or participation by the **Underwriters** of this policy for such **Damages** and **Claims Expenses** or that part of such **Damages** and **Claims Expenses** for which the **Named Insured** is entitled to be indemnified by such other insurance. This condition will apply whether or not the **Named Insured** is actually indemnified by such other insurance or if such other insurance is avoided or rescinded.

Onus of proof

In any **Claim**, and in any action, suit or other proceeding to enforce a **Claim** for loss under this policy the burden of proving that such loss is not excluded from this policy or that the **Named Insured** is not in breach of any of its conditions will be upon the **Named Insured**.

Inspection

The **Underwriters** have the right, at their expense, to inspect at any reasonable time any **Location(s)** of the **Named Insured** and kept on file with the **Underwriters**.

By any such inspection **Underwriters** assume no responsibility for safety of the **Named Insured** property or at any **Location(s)**.

Joint Venture(s)

With regard to any liability of the **Named Insured** which is insured under this policy and arises in any manner out of the operations or existence of any **Joint Venture** the limit of liability under this policy shall be limited to the percentage interest of the **Named Insured** in the **Joint Venture**. Where the percentage interest of the **Named Insured** in a **Joint Venture** is not evidenced in writing, the percentage to be applied shall be that which would be imposed by law at the inception of the **Joint Venture**. Such percentage shall not be increased by the insolvency of any members of such **Joint Venture** or any other parties. This **Joint Venture** clause shall not apply to any liability of the **Named**

Insured where, as a result of a **Claim**, the terms of the **Joint Venture** agreement place the whole liability of the **Joint Venture** on the **Named Insured**.

Assignment

No assignment of or change of interest in this policy or in any amount payable under it will be binding on or recognized by **Underwriters**.

Subrogation

The **Underwriters** shall have the right and be entitled to bring proceedings in the **Named Insured's** name to recover for the **Underwriters'** benefit the amount of any payment made under this policy, including their own costs and expenses. The **Underwriters** shall be entitled to exercise all rights and remedies of the insured.

Cancellation

This policy may be cancelled by the **Named Insured** or by the **Underwriters** by sending by registered or certified mail notice to the other party stating when, not less than thirty (30) days thereafter, cancellation shall be effective. However in the event of non-payment of premium by the **Named Insured** this policy may be cancelled by the **Underwriters** by sending by registered or certified mail notice to the **Named Insured** stating when, not less than ten days thereafter, cancellation shall be effective.

The mailing of notice as aforesaid by the **Underwriters** to the **Named Insured** at the address shown in this policy shall be sufficient proof of notice and the insurance under this policy shall end on the effective date and hour of cancellation stated in the notice. Delivery of such written notice either by the **Named Insured** or by the **Underwriters** shall be equivalent to mailing.

In the event that this policy is cancelled, as aforesaid, the expiration date of this policy shall be the effective date of such cancellation.

If this policy shall be cancelled by the **Named Insured** the **Underwriters** shall retain whichever is the greater of a minimum of twenty five percent (25.00%) the total premium or the short rate proportion of the premium for the period this insurance has been in force, calculated in accordance with the New Short Rate Cancellation Table as per endorsement #7.

If this policy shall be cancelled by the **Underwriters**, the **Underwriters** shall retain the pro rata proportion of the premium for the period this policy has been in force. Notice of cancellation by the **Underwriters** shall be effective even though the **Underwriters** make no payment or tender of return premium with such notice.

Please note that the associated Risk Management Costs are fully earned at inception and non-refundable irrespective if this policy has been cancelled by either the **Named Insured** or by the **Underwriters**.

Arbitration

If any dispute, controversy or claim arises out of or in connection with this policy, including any question regarding its existence, validity or termination (a - dispute) the parties shall use all reasonable endeavors to resolve the matter amicably. If one party gives the other party notice that a dispute has arisen and the parties do not resolve the dispute within thirty (30) days of service of the notice then the dispute shall be referred to the representatives of the parties who shall, acting jointly and in good faith, attempt to resolve the dispute. No party shall resort to arbitration against the other party under this policy until thirty (30) days after such referral. (b) all disputes, which are unresolved pursuant to (a) above and which a party wishes to have resolved, shall be referred upon the application of any party to and finally settled under the London Court of International Arbitration Rules (the - rules in force at the time the proceedings are

commenced, which rules are deemed to be incorporated by reference to this Arbitration clause). The number of arbitrators shall be three (3), appointed in accordance with the Rules. The seat of the arbitration shall be as stated in the **Declarations**. The language of this arbitration shall be English and the award shall be final and binding upon the parties. The arbitrators shall interpret this policy on the basis of the law identified in the **Declarations**. (c) the costs and expenses of the arbitration shall be borne by the **Named Insured** and the **Underwriters** as ordered by the arbitration tribunal. Such legal costs and expenses will not be part of the limit of liability. (d) The **Named Insured** and the **Underwriters** agree to keep confidential to themselves and their legal and other professional advisers the existence and details of any proceedings pursuant to this Arbitration clause, including their submissions and evidence and all and any awards (including their content, reasons and result) except to the extent that such documents or information are in the public domain or required by a legal duty to be disclosed or disclosure is reasonably necessary to protect or pursue a legal right or remedy or if required by any agency or authority in charge of regulating securities.

Law and Jurisdiction

This policy is governed by the applicable law as stated in 14. Law and Jurisdiction of the **Declarations**.

This policy is subject to the provisions of the Arbitration clause and the jurisdiction of the court is determined by the Service of Suit Clause.

Interpretation of Terms

To the extent that any court of competent jurisdiction should determine that any term or provision of this policy would be in conflict with the public policy the said term or provision is to be interpreted and/or amended so as to conform to the said jurisdiction's public policy.

Service of Suit

This Service of Suit Clause will not be read to conflict with or override the obligations of both the **Named Insured** and the **Underwriters** to arbitrate their disputes as provided for in the above arbitration provision. This clause is intended as an aid to compelling arbitration or enforcing such arbitration or arbitral award, not as an alternative to such arbitration provision for resolving disputes arising out of this policy of insurance.

It is agreed that in the event of the failure of the **Underwriters** to pay any amount claimed to be due under this policy, the **Underwriters**, at the **Named Insured's** request, will submit to the jurisdiction of a court of competent jurisdiction within the United States. Nothing in this clause constitutes or should be understood to constitute a waiver of the **Underwriters'** rights to commence an action in any court of competent jurisdiction in the United States, to remove an action to a United States District court or to seek a transfer of a case to another court as permitted by the laws of the United States or of any state in the United States. It is further agreed that service of process in such suit may be made upon the attorney named in the **Declarations** and that in any suit instituted against any one of them upon this policy, the **Underwriters** will abide by the final decision of such court or of any appellate court in the event of an appeal.

The attorney named in the **Declarations** is authorized and directed to accept service of process on behalf of the **Underwriters** in any such suit and/or upon the request of the **Named Insured** to give a written undertaking to the **Named Insured** that he will enter a general appearance upon the **Underwriters'** behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefore, the **Underwriters** hereby designate the superintendent, commissioner or director of insurance or other officer specified for that purpose in the statute, or his successor or successors in

office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the **Named Insured** or any beneficiary hereunder arising out of this policy of insurance, and hereby designate the attorney named in the **Declarations** as the person to whom the said officer is authorized to mail such process or a true copy thereof.

ENDORSEMENT NO. 1

ATTACHING TO AND FORMING PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED
RE00057417-159	08/01/2017	School Board of West Palm Beach Florida

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



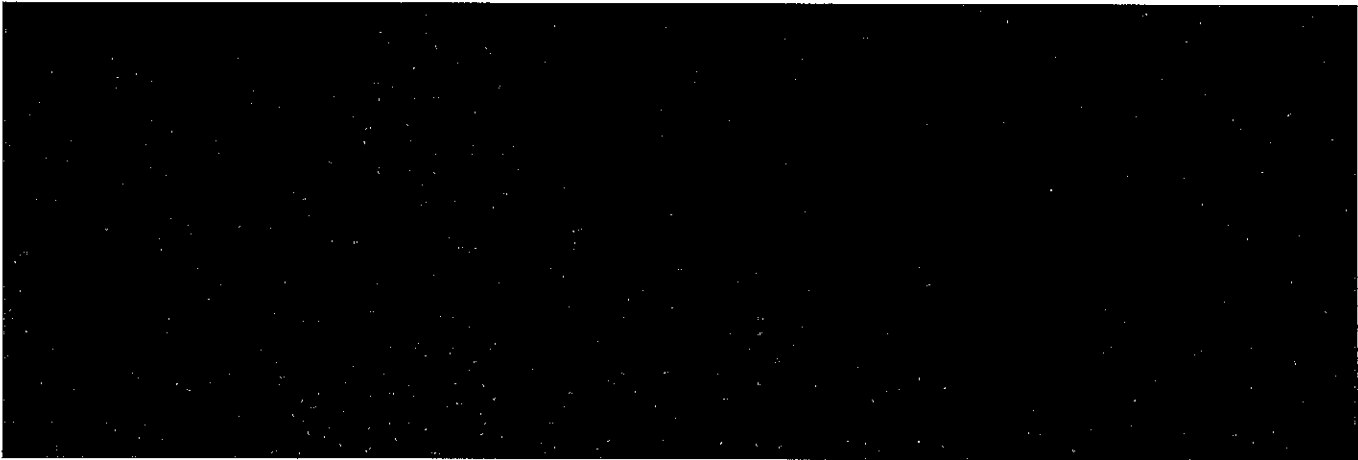
If a word is in boldface, please read the definitions section of the policy to which this Endorsement is attached.

All other terms, conditions and exclusions of this policy remain unchanged.

ENDORSEMENT NO. 2

ATTACHING TO AND FORMING PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED
RE00057417-159	08/01/2017	School Board of West Palm Beach Florida

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



If a word is in boldface, please read the definitions section of the policy to which this Endorsement is attached.

All other terms, conditions and exclusions of this policy remain unchanged.

ENDORSEMENT NO. 3

ATTACHING TO AND FORMING PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED
RE00057417-159	08/01/2017	School Board of West Palm Beach Florida

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



If a word is in boldface, please read the definitions section of the policy to which this Endorsement is attached.

All other terms, conditions and exclusions of this policy remain unchanged.

ENDORSEMENT NO. 4

ATTACHING TO AND FORMING PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED
RE00057417-159	08/01/2017	School Board of West Palm Beach Florida

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PROPERTY DAMAGE EXTENSION ENDORSEMENT

INSURING CLAUSE

In consideration of the premium paid, the Active Shooter Protection Policy to which this Endorsement is attached is amended to additionally insure the **Named Insured** against physical loss or physical damage to **Insured Property** caused by an **Active Shooter Event**, as defined by the Active Shooter Protection Policy, occurring at the **Location(s)** of the **Named Insured**. In the event that fire or sprinkler leakage ensues from an **Active Shooter Event**, then this Endorsement will also insure physical loss or physical damage to **Insured Property** caused by that ensuing fire or sprinkler leakage.

This Property Damage Extension Endorsement is subject to the terms and conditions (other than exclusions), and definitions stipulated in the Active Shooter Protection Policy to which it is attached and, in addition, to the terms, conditions, exclusions and definitions stipulated in this Endorsement. In the event that a term, condition, or definition stipulated in this Endorsement conflicts with any term, condition, or definition contained in the **Active Shooter** Protection Policy, then such term, condition, or definition in this Property Damage Extension Endorsement shall prevail.

This Endorsement insures physical loss or physical damage caused by an **Active Shooter Event** that occurs during the **Period of Insurance**. This Endorsement does not insure any **Active Shooter Event** that first takes place prior to the inception date of this insurance, nor any **Active Shooter Event** that first takes place after the expiration date (or if cancelled, the cancellation date) of this insurance. The Important Notice: "This is a **Claims Made and Reported Policy**" stipulated in the **Active Shooter** Protection Policy to which this Endorsement is attached does not apply to this Property Damage Extension Endorsement. Similarly, any other terms in the **Active Shooter** Protection Policy that make reference to **Claims-Made and Reported** basis and **Retroactive Date** do not apply to this Endorsement.

If a word is in boldface, please read the definitions clause of this Endorsement and the definitions section of the policy to which this Endorsement is attached.

COVERAGE

In the event of an **Active Shooter Event** that occurs during the **Period of Insurance**, and in conjunction with the recommendations of the **Crisis Management Response Team**, the **Underwriters** shall be liable for:

- 1) The cost to repair, replace or reinstate, with new materials of like kind and quality, any physical loss or physical damage to the **Insured Property**, caused by such **Active Shooter Event**. Until replacement has been effected the amount of liability under this Endorsement shall be limited to the **Actual Cash Value** at the time of such **Active Shooter Event**.

- 2) The costs incurred by the **Named Insured** to put up temporary plates or board up openings if repair or replacement of damaged **Glass** is delayed;
- 3) The costs incurred by the **Named Insured** in the removal from the **Location(s)** of debris of the **Property Insured** damaged as a result of an **Active Shooter Event**, and in the clean-up of the **Location(s)**, including biological cleaning and sanitizing, in consequence of an **Active Shooter Event**;
- 4) The costs incurred by the **Named Insured** in re-filling, recharging or replacing any fire extinguishers, local or fixed fire suppression or gas flooding systems, sprinkler installations and sprinkler heads, and in having any fire or intruder alarms, or closed circuit television equipment re-set, made necessary as a result of an **Active Shooter Event**;
- 5) The costs incurred by the **Named Insured** in replacing locks to external doors if security at the **Location(s)** is compromised in consequence of an **Active Shooter Event**.

LIMIT OF LIABILITY

The **Underwriters** shall not be liable for more than **USD 500,000** in respect of each and every occurrence of physical loss or physical damage caused by an **Active Shooter Event**. The limit of liability of this Endorsement is part of and not in addition to the limit of liability as stated within item 5.a. Limit of Liability and **Claims Expenses** of the **Declarations**.

EXCLUDED PROPERTY

This Property Damage Extension Endorsement does not insure physical loss or physical damage to:

- a) Land or land values;
- b) Aircraft, watercraft or any vehicle that is licensed for highway use;
- c) Animals;
- d) Money, currency, checks, coins, stamps, securities, valuable papers, evidences of debt, precious stones, precious metals (unless forming an integral part of **Insured Property**), jewelry, furs, **Fine Arts and Antiques**;
- e) **Electronic Data**;
- f) Any property in transit not at the **Location(s)**.

CONDITIONS

1. **Active Shooter Event**

No claim shall be payable under this Endorsement unless an **Active Shooter Event**, insured under the **Active Shooter** Protection Policy to which this Endorsement is attached, has occurred.

2. **Other Insurance**

This Endorsement will act as primary insurance to any other insurance carried by or available to the **Named Insured**.

3. **Subrogation**

In the event of any payment under this Endorsement, the **Underwriters** shall be subrogated to the extent of such payment to all the **Named Insured's** right of recovery therefor. The **Named Insured** shall execute all papers required, shall cooperate with **Underwriters** and, upon the **Underwriters'** request, shall attend hearings and trials and shall assist in effecting settlements, securing and giving evidence, attaining the attendance of witnesses and in the conduct of suits and shall do anything that may be necessary to secure such right. The **Underwriters** will act in concert with all other interests concerned (including the **Named Insured**) in the exercise of such rights of recovery.

4. **Abandonment**

There shall be no abandonment to the **Underwriters** of any property.

5. **Inspection and Audit**

The **Underwriters** or their agents shall be permitted but not obligated to inspect the Insured's property at any time.

EXCLUSIONS

This Property Damage Extension Endorsement does not insure against:

- a. nuclear reaction, nuclear radiation or radioactive contamination, however such nuclear reaction, nuclear radiation or radioactive contamination may have been caused;
- b. war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection; civil commotion assuming the proportions of, or amounting to, an uprising; military or usurped power;
- c. the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event, whether or not insured by this Endorsement, contributing concurrently or in any other sequence to the physical loss or physical damage;
- d. loss caused by the enforcement of any ordinance or law regulating the use, reconstruction, repair or demolition of any property at the **Location(s)**;
- e. fines, penalties, or **Damages** incurred by, or imposed upon, the **Named Insured** at the order of any Government Agency, Court or other Authority, whether arising from or in connection with an **Active Shooter Event** or otherwise.

DEFINITIONS

1. **Actual Cash Value** means the cost to repair, replace or reinstate the **Insured Property** with proper deduction to reflect any depreciation, deterioration and obsolescence of the **Insured Property**.
2. **Damages** mean a monetary judgement, monetary award or monetary settlement made by a Court. For the purpose of this insurance, **Damages** include punitive or exemplary **Damages**, sanctions or any additional **Damages** resulting from multiplication of compensatory **Damages**.
3. **Electronic Data** means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programs and software and other coded instructions for the processing and manipulation of **Electronic Data** or the direction and manipulation of electronic data processing equipment.
4. **Fine Arts and Antiques** mean any articles of recognised artistic or collectible nature of whatsoever description including, but not limited to, tapestries, rugs, furniture, paintings, photographs, etchings, manuscripts, sculptures, statuary, porcelains, rare or art glass, objets d'art, contemporary art, clocks, articles of historical value or forming part of a collection.
5. **Glass** means plain plate **Glass**, plain sheet **Glass**, laminated **Glass**, and polycarbonate sheeting fixed into, or forming part of, any window, door, transom, fanlight, skylight, roof light, greenhouse or conservatory;
6. **Insured Property** means:
 - 1) Buildings, structures or detached outbuildings situated at the **Location(s)**, including:
 - a. Completed additions;
 - b. Permanently installed machinery, equipment, and heating boilers;
 - c. Permanently installed appliances used for refrigeration, ventilation, cooking, dishwashing or laundering;
 - d. Floor coverings;
 - e. **Glass**, wall mirrors, and **Sanitary Ware**.
 - 2) Business personal property owned by the **Named Insured**, which is of a type not excluded, whilst situated at the **Location(s)** of the **Named Insured**, including:
 - a. Furniture and fixtures;
 - b. Machinery and equipment not included in 1).b. above, electronic data processing equipment and computers; electronic data processing media;
 - c. Appliances used for refrigeration, ventilation, cooking, dishwashing or laundering not included in 1).c. above;
 - d. **Stock** and tools of the trade.
 - 3) Personal property of others which is in the care, custody and control of the **Named Insured** and personal property of others which the **Named Insured** is responsible to insure, which is of a type not excluded, whilst situated at the **Location(s)** of the **Named Insured**.
 - 4) At the option of the **Named Insured**, personal property of **Insured Person(s)**, which is of a type not excluded, whilst situated at the **Location(s)** of the **Named Insured**.
7. **Sanitary Ware** means baths, sinks, lavatory bowls and cisterns, washbasins and pedestals.
8. **Stock** means merchandise held for storage or for sale, raw materials, and in-process or finished goods, including supplies used in their packing or shipping.

All other terms, conditions and exclusions of this policy remain unchanged.

ENDORSEMENT NO. 5

ATTACHING TO AND FORMING PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED
RE00057417-159	08/01/2017	School Board of West Palm Beach Florida

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COUNSELLING SERVICES SUB-LIMIT ENDORSEMENT

Underwriters at no additional premium hereby agree to provide the **Named Insured** with a sub-limit of **USD 250,000** each and every **Active Shooter Event** and **USD 1,000,000** in the policy **Aggregate** for expense costs associated with the provision of **Counselling Services**.

This sub-limit of expense costs is inclusive of all medical consultant fees and all associated expenses.

Furthermore this sub-limit of liability is part of and not in addition to the limit of liability as stated within item 5.a. Limit of Liability and **Claims Expenses** of the **Declarations**.

The **Event Responder** as stated within the **Declarations** is the sole provider of **Counselling Services** to the **Named Insured** under this policy. The **Event Responder** will arrange the respective **Counselling Services** in conjunction with the **Named Insured**.

If a word is in boldface, please read the definitions section of the policy to which this Endorsement is attached.

All other terms, conditions and exclusions of this policy remain unchanged.

ENDORSEMENT NO. 6

ATTACHING TO AND FORMING PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED
RE00057417-159	08/01/2017	School Board of West Palm Beach Florida

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FUNERAL EXPENSES SUB-LIMIT ENDORSEMENT

Underwriters at no additional premium hereby agree to provide the **Named Insured** with a sub-limit of **USD 250,000 each and every Active Shooter Event and USD 1,000,000 in the policy Aggregate** for expense costs associated with the **provision of Funeral Expenses**.

This sub-limit of expense costs is inclusive of all direct associated expenses with respect to the related funeral(s).

Furthermore this sub-limit of liability is part of and not in addition to the limit of liability as stated within item 5.a. Limit of Liability and **Claims Expenses** of the **Declarations**.

The Event Responder as stated within the **Declarations** will arrange the respective funeral provisions in conjunction with the **Named Insured**.

If a word is in boldface, please read the definitions section of the policy to which this Endorsement is attached.

All other terms, conditions and exclusions of this policy remain unchanged.

ENDORSEMENT NO. 7

ATTACHING TO AND FORMING PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED
RE00057417-159	08/01/2017	School Board of West Palm Beach Florida

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW SHORT RATE CANCELLATION TABLE ENDORSEMENT

Notwithstanding anything to the contrary contained herein and in consideration of the premium for which this Insurance is written it is agreed that in the event of cancellation thereof by the Assured the Earned Premium shall be computed as follows:-

SHORT RATE CANCELLATION TABLE

A. For insurances written for one year:-

<u>Days Insurance in Force</u>	<u>Per cent. of One Year Premium</u>	<u>Days Insurance in Force</u>	<u>Per cent. of One Year Premium</u>
1 - 54	25	192 - 196	63
55 - 58	26	197 - 200	64
59 - 62 (2 months)	27	201 - 205	65
63 - 65	28	206 - 209	66
66 - 69	29	210 - 214 (7 months)	67
70 - 73	30	215 - 218	68
74 - 76	31	219 - 223	69
77 - 80	32	224 - 228	70
81 - 83	33	229 - 232	71
84 - 87	34	233 - 237	72
88 - 91 (3 months)	35	238 - 241	73
92 - 94	36	242 - 246 (8 months)	74
95 - 98	37	247 - 250	75
99 - 102	38	251 - 255	76
103 - 105	39	256 - 260	77
106 - 109	40	261 - 264	78
110 - 113	41	265 - 269	79
114 - 116	42	270 - 273 (9 months)	80
117 - 120	43	274 - 278	81
121 - 124 (4 months)	44	279 - 282	82
125 - 127	45	283 - 287	83
128 - 131	46	288 - 291	84
132 - 135	47	292 - 296	85
136 - 138	48	297 - 301	86
139 - 142	49	302 - 305 (10 months)	87
143 - 146	50	306 - 310	88
147 - 149	51	311 - 314	89
150 - 153 (5 months)	52	315 - 319	90
154 - 156	53	320 - 323	91
157 - 160	54	324 - 328	92
161 - 164	55	329 - 332	93
165 - 167	56	333 - 337 (11 months)	94
168 - 171	57	338 - 342	95
172 - 175	58	343 - 346	96
176 - 178	59	347 - 351	97
179 - 182 (6 months)	60	352 - 355	98
183 - 187	61	356 - 360	99
188 - 191	62	361 - 365 (12 months)	100

B. For Insurances written for more or less than one year:-

1. If insurance has been in force for 12 months or less, apply the standard short rate table for annual insurances to the full annual premium determined as for an insurance written for a term of one year.
2. If insurance has been in force for more than 12 months:
 - (a) Determine full annual premium as for an insurance written for a term of one year.
 - (b) Deduct such premium from the full insurance premium, and on the remainder calculate the pro rata Earned Premium on the basis of the ratio of the length of time beyond one year the insurance has been in force to the length of time beyond one year for which the insurance was originally written.
 - (c) Add premium produced in accordance with items (a) and (b) to obtain Earned Premium during full period insurance has been in force.

09/02/58

NMA45 (amended)

ENDORSEMENT NO. 8

ATTACHING TO AND FORMING PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED
RE00057417-159	08/01/2017	School Board of West Palm Beach Florida

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PREMIUM PAYMENT CLAUSE

Notwithstanding any provision to the contrary within this contract or any endorsement hereto, in respect of non payment of premium only the following clause will apply.

The (Re)Insured undertakes that premium will be paid in full to the broker within 45 days of inception of this contract in order to meet (Re)Insurers Premium Payment terms (or, in respect of instalment premiums, when due).

If the premium due under this contract has not been so paid to the broker by the 45th day from the inception of this contract (and, in respect of instalment premiums, by the date they are due) the broker may not be able to meet (Re)Insurers Premium Payment terms and therefore (Re)Insurers shall have the right to cancel this contract by notifying the (Re)Insured via the broker in writing. In the event of cancellation, premium is due to (Re)Insurers on a pro rata basis for the period that (Re)Insurers are on risk but the full contract premium shall be payable to (Re)Insurers in the event of a loss or occurrence prior to the date of termination which gives rise to a valid claim under this contract.

It is agreed that (Re)Insurers shall give not less than 30 days prior notice of cancellation to the (Re)Insured via the broker. If premium due is paid in full to (Re)Insurers before the notice period expires, notice of cancellation shall automatically be revoked. If not, the contract shall automatically terminate at the end of the notice period.

If any provision of this clause is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability will not affect the other provisions of this clause which will remain in full force and effect.

LSW3001 - amended

ENDORSEMENT NO. 9

ATTACHING TO AND FORMING PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED
RE00057417-159	08/01/2017	School Board of West Palm Beach Florida

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

(RE)INSURERS LIABILITY CLAUSE

(Re)insurer's liability several not joint

The liability of a (re)insurer under this contract is several and not joint with other (re)insurers party to this contract. A (re)insurer is liable only for the proportion of liability it has underwritten. A (re)insurer is not jointly liable for the proportion of liability underwritten by any other (re)insurer. Nor is a (re)insurer otherwise responsible for any liability of any other (re)insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by a (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown next to its stamp. This is subject always to the provision concerning "signing" below.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is a (re)insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other (re)insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

Proportion of liability

Unless there is "signing" (see below), the proportion of liability under this contract underwritten by each (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown next to its stamp and is referred to as its "written line".

Where this contract permits, written lines, or certain written lines, may be adjusted ("signed"). In that case a schedule is to be appended to this contract to show the definitive proportion of liability under this contract underwritten by each (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together). A definitive proportion (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of a Lloyd's syndicate taken together) is referred to as a "signed line". The signed lines shown in the schedule will prevail over the written lines unless a proven error in calculation has occurred.

Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.

21/6/07
LMA3333

ENDORSEMENT NO. 10

ATTACHING TO AND FORMING PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED
RE00057417-159	08/01/2017	School Board of West Palm Beach Florida

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LLOYD'S PRIVACY POLICY STATEMENT

UNDERWRITERS AT LLOYD'S, LONDON

The Certain Underwriters at Lloyd's, London want you to know how we protect the confidentiality of your non-public personal information. We want you to know how and why we use and disclose the information that we have about you. The following describes our policies and practices for securing the privacy of our current and former customers.

INFORMATION WE COLLECT

The non-public personal information that we collect about you includes, but is not limited to:

- ☐ Information contained in applications or other forms that you submit to us, such as name, address, and social security number
- ☐ Information about your transactions with our affiliates or other third-parties, such as balances and payment history
- ☐ Information we receive from a consumer-reporting agency, such as credit-worthiness or credit history

INFORMATION WE DISCLOSE

We disclose the information that we have when it is necessary to provide our products and services. We may also disclose information when the law requires or permits us to do so.

CONFIDENTIALITY AND SECURITY

Only our employees and others who need the information to service your account have access to your personal information. We have measures in place to secure our paper files and computer systems.

RIGHT TO ACCESS OR CORRECT YOUR PERSONAL INFORMATION

You have a right to request access to or correction of your personal information that is in our possession.

CONTACTING US

If you have any questions about this privacy notice or would like to learn more about how we protect your privacy, please contact the agent or broker who handled this insurance. We can provide a more detailed statement of our privacy practices upon request.

LSW1165B (06/03)

ENDORSEMENT NO. 11

ATTACHING TO AND FORMING PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED
RE00057417-159	08/01/2017	School Board of West Palm Beach Florida

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SANCTION LIMITATION AND EXCLUSION CLAUSE

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

LMA3100
15 September 2010

ENDORSEMENT NO. 12

**POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM
INSURANCE COVERAGE**

Coverage for acts of terrorism is already included in the policy (including any quotation for insurance) to which this notice applies. You should know that, under the policy, any losses caused by certified acts of terrorism would be partially reimbursed by the United States under a formula established by federal law. Under this formula, the United States pays 85% through 2015; 84% beginning on January 1, 2016; 83% beginning on January 1, 2017; 82% beginning on January 1, 2018; 81% beginning on January 1, 2019 and 80% beginning on January 1, 2020; of covered terrorism losses exceeding the statutorily established deductible paid by the insurer providing the coverage. However, your policy may contain other exclusions which might affect your coverage, such as exclusion for nuclear events. The term "act of terrorism" means any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security and the Attorney General of the United States, to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States mission; and to have been committed by an individual or individuals, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. 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 exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

The portion of your annual premium that is attributable to coverage for certified acts of terrorism as defined in the Terrorism Risk Insurance Act of 2002, as amended, is: \$950.00 _____

I ACKNOWLEDGE THAT I HAVE BEEN NOTIFIED THAT UNDER THE TERRORISM RISK INSURANCE ACT OF 2002, AS AMENDED, ANY LOSSES CAUSED BY CERTIFIED ACTS OF TERRORISM UNDER MY POLICY COVERAGE WILL BE PARTIALLY REIMBURSED BY THE UNITED STATES, SUBJECT TO A \$100 BILLION CAP THAT MAY REDUCE MY COVERAGE, AND I HAVE BEEN NOTIFIED OF THE AMOUNT OF MY PREMIUM ATTRIBUTABLE TO SUCH COVERAGE.

Shannon Armstrong

Policyholder/Applicant's Signature

af 5/6/17

Syndicate on behalf of certain
underwriters at Lloyd's

Shannon Armstrong

Print Name

2A699L17

Policy Number

Date 5/24/17

12 January 2015

LMA9105

Form approved by Lloyd's Market Association

ASP - 1 January 2017 McGowan

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ENDORSEMENT NO. 13

ATTACHING TO AND FORMING PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED
RE00057417	01 / 08 / 2017	School Board of Palm Beach County Florida

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS INTERRUPTION EXTENSION SUB-LIMIT ENDORSEMENT

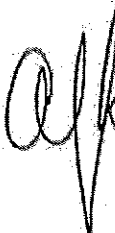
INSURING CLAUSE

In consideration of the premium paid, the **Active Shooter** Protection Policy to which this Extension is attached is amended to additionally insure the **Named Insured** for loss resulting from necessary Interruption of Business caused by an **Active Shooter Event**, as defined by the **Active Shooter** Protection Policy, occurring at the **Location(s)** of the **Named Insured**.

This Business Interruption Extension is subject to the terms and conditions (other than exclusions), and definitions stipulated in the **Active Shooter** Protection Policy to which it is attached and, in addition, to the terms, conditions, exclusions and definitions stipulated in this Extension. In the event that a term, condition, or definition stipulated in this Extension conflicts with any term, condition, or definition contained in the **Active Shooter** Protection Policy, then such term, condition, or definition in this Business Interruption Extension shall prevail.

This Extension insures an **Active Shooter Event** that occurs during the **Period of Insurance**. This Extension does not insure any **Active Shooter Event** that first takes place prior to the inception date of this insurance, nor any **Active Shooter Event** that first takes place after the expiration date (or if cancelled, the cancellation date) of this insurance. The Important Notice: "This is a **Claims Made and Reported Policy**" stipulated in the **Active Shooter** Protection Policy to which this Extension is attached does not apply to this Business Interruption Extension. Similarly, any other terms in the **Active Shooter** Protection Policy that make reference to **Claims-Made and Reported** basis and **Retroactive Date** do not apply to this Extension.

If a word is in boldface, please read the definitions clause of this Endorsement and the definitions section of the policy to which this Endorsement is attached.

 5/6/17

COVERAGE

In the event of an **Active Shooter Event** that occurs during the **Period of Insurance**, the **Underwriters** shall be liable for the actual loss sustained by the **Named Insured** resulting directly from such necessary Interruption of Business, but not exceeding the reduction in **Gross Earnings** during the **Period of Indemnity**.

Due consideration shall be given to the continuation of normal charges and expenses, including payroll expenses, to the extent necessary to resume operations of the **Named Insured** at the same or equivalent operational capability that existed immediately prior to an **Active Shooter Event**.

LIMIT OF LIABILITY

The **Underwriters** shall not be liable for more than USD3,000,000 in respect of each and every insured Interruption of Business loss caused by an **Active Shooter Event**.

DEDUCTIBLE

Each insured Interruption of Business loss caused by an **Active Shooter Event** shall be adjusted separately, and from the amount of each such adjusted loss the applicable amount stipulated below shall be deducted:

- If the amount stated in the **Declarations** as the Deductible applicable to insured Interruption of Business loss is shown as a monetary amount, then the monetary amount as stated in the **Declarations** shall be deducted.
- If the amount stated in the **Declarations** as the Deductible applicable to insured Interruption of Business loss is shown as a days' amount, then the amount deducted shall be equivalent to the first number of days, as stated in the **Declarations**, of the **Period of Indemnity** applicable to such Interruption of Business loss.

CONDITIONS

1. Active Shooter Event

No claim shall be payable under this Extension unless an **Active Shooter Event**, insured under the **Active Shooter** Protection Policy to which this Extension is attached, and which gave rise to Interruption of Business, has occurred.

2. Business Interruption Values Declared (and Incorrect Declaration Penalty)

The premium for this Extension has been based on a statement of individual Business Interruption values declared to and agreed by the **Underwriters** at the inception of the Policy and stated in the **Declarations**.

If any of the individual values declared are less than the equivalent amount of the Co-insurance percentage, as stated in the **Declarations**, of the Business Interruption values, then any recovery otherwise due hereunder shall be reduced in the same proportion that the individual

value(s) declared bear to the value(s) that should have been declared and the Insured shall co-insure for the balance.

3. Other Insurance

This Policy will act as primary insurance to any other insurance carried by or available to the **Named Insured**.

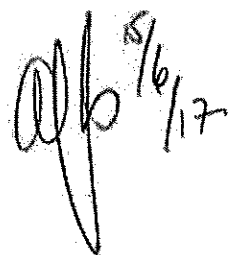
4. Resumption of Operations

The **Named Insured** must take all reasonable steps, and use due diligence and dispatch, to resume business operations at the same or equivalent operational capability that existed prior to the **Active Shooter Event** causing an insured Interruption of Business.

EXCLUSIONS

This Business Interruption Extension does not insure against:

- a. nuclear reaction, nuclear radiation or radioactive contamination, however such nuclear reaction, nuclear radiation or radioactive contamination may have been caused;
- b. war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection; civil commotion assuming the proportions of, or amounting to, an uprising; military or usurped power;
- c. the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event, whether or not insured by this Extension, contributing concurrently or in any other sequence to the Interruption of Business;
- d. loss due to, or arising from, physical loss of, physical damage to, or physical destruction of, any buildings, equipment or business personal property owned by the **Named Insured**, or any such property owned by others in the **Named Insured's** care, custody or control, whether or not resulting from or in connection with an **Active Shooter Event**;
- e. increase in loss caused by the suspension, lapse, or cancellation of any lease, licence, contract, or order, unless such loss results directly from the insured Interruption of Business, and then Underwriters shall be liable for only such loss as affects the **Named Insured's** earnings during, and limited to, the **Period of Indemnity** covered under this Policy;
- f. increase in loss caused by the enforcement of any ordinance or law regulating the use, reconstruction, repair or demolition of any property at the **Location(s)**, except to the extent specifically insured by this Extension and provided that such loss results directly from the insured Interruption of Business;
- g. fines, penalties, or **Damages** incurred by, or imposed upon, the **Named Insured** at the order of any Government Agency, Court or other Authority, whether arising from or in connection with an **Active Shooter Event** or otherwise.

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LIMITATIONS

The Underwriters shall not be liable for more than the smaller of either:

- a) any specific Business Interruption Sum Insured stated in the **Declarations**, or
- b) the Sum Insured stated in the **Declarations**, where such includes Business Interruption, if such is a combined limit,

in respect of such loss, regardless of the number of **Location(s)** suffering an interruption of business as a result of any **Active Shooter Event** at such **Location(s)**.

DEFINITIONS

- 1. **Damages** mean a monetary judgement, monetary award or monetary settlement made by a Court. For the purpose of this Insurance, **Damages** include punitive or exemplary **Damages**, sanctions or any additional **Damages** resulting from multiplication of compensatory **Damages**.
- 2. **Gross Earnings** mean:
 - a. the total earnings derived from the operations of the Business which the **Named Insured** would have earned during the **Period of Indemnity**, had there not have been an **Active Shooter Event**.
 - b. the reasonable and necessary costs and expenses that the **Named Insured** incurs in using any property or service owned or controlled by the **Named Insured**, or obtainable from any other sources, all whether at the **Location(s)** of the **Named Insured** or at any other location, during the **Period of Indemnity** covered under this Policy, due to an **Active Shooter Event** occurring during the **Period of Insurance**.
 - c. increase in **Gross Earnings** loss described in a. and b. above which arises from increased time to rebuild, repair or reinstate the property at the **Location(s)** of the **Named Insured** due to the operation of the minimum requirements of any laws, statutes, or ordinances regulating public safety, security, emergency preparedness, or disaster management which are imposed upon the Insured by order of any competent municipal, civil or governmental authority in connection with an **Active Shooter Event** occurring during the **Period of Insurance**.

Less any charges and expenses which do not necessarily continue during the period of Interruption of Business.

In determining the amount of **Gross Earnings**, costs and expenses insured hereunder, for the purpose ascertaining the amount of actual loss sustained by the Insured, due consideration shall be given to the experience of the Business prior to the date of an **Active Shooter Event** and the probable experience thereafter had no **Active Shooter Event** occurred.

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No other costs shall be deducted in determining **Gross Earnings**.

3. **Normal** means the condition that would have existed but for the happening of an **Active Shooter Event**.
4. **Period of Indemnity** means a period of time not to exceed the lesser of:
- (a) such length of time as would be required, with the exercise of due diligence and dispatch, to enable the **Named Insured** to resume business operations at the same or equivalent operational capability that existed immediately prior to an **Active Shooter Event**
 - or
 - (b) 365 days
- commencing with the date of such an **Active Shooter Event**, and not limited by the expiration of this insurance.

Such length of time described in (a) and (b) above shall include the time required with due diligence and dispatch to reinstate, rebuild, or replace the buildings, equipment and business personal property of the **Named Insured** at another site if required to do so by order of a competent municipal, civil or governmental authority and as a direct result of an **Active Shooter Event**.

All other terms, conditions and exclusions of this policy remain unchanged

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