



NOTICE TO BROKER

This Quote is issued by Catalytic Risk Managers & Insurance Agency, LLC without any liability as an Insurer.

The Terms and Conditions of this Quote may not match the specifications submitted for considerations. Please read the Quote carefully and compare it against your specifications.

The Insurer(s) providing the coverage quoted herein may be a non-admitted carrier and therefore not protected by State Guarantee Fund.

MANDATORY POLICYHOLDER DISCLOSURE RE: TERRORISM INSURANCE COVERAGE

We are required by the Terrorism Risk Insurance Act of 2002 (the "Act") to provide policyholders with clear and conspicuous disclosure of the premium we are charging for terrorism and the Federal share of compensation for such coverage. This notice must be provided at the time of offer, purchase and renewal of the policy.

We have provided you with a notice that meets the Act's requirements. You are instructed to deliver a copy of this notice to our prospective Insured when you forward our Quote.

Named Insured: Webster County Board of Education

This insurance has been placed with an insurer not licensed to transact business in the Commonwealth of Kentucky but eligible as a surplus lines insurer. The insurer is not a member of the Kentucky Insurance Guaranty Association. Should the insurer become insolvent, the protection and benefits of the Kentucky Insurance Guaranty Association are not available.

Surplus Lines Broker Name: **Judd D Thompson-ONEal**



QUOTATION

Date: 6/20/2024 Expiring Policy: CTE010291		THIS QUOTE IS VALID FOR 11 DAYS	
Policy Term: Effective Date: 7/1/2024 Expiration Date: 7/1/2025		<u>Premium:</u> Property: \$35,500	
Catalytic Capacity Utilization:*		<u>Fees:</u> Catastrophe: \$750 Inspection: \$500 Total Premium & Fees: \$36,750	
Layer	Limit:	Part Of:	Excess Of:
1	\$15,000,000	\$15,000,000	\$5,000,000
		<u>Additional Products Premium:</u> TRIA: \$10,650	
		Any Applicable Taxes & Fees: The broker is required to file surplus lines taxes and fees for ALL states.	
Effective from 12:01 AM Standard Time at the Insured's Covered Location			

*The limits for Flood and Earthquake (if offered) are per occurrence and in the policy term aggregate.

Insurer	Limit
• Trisura Specialty Insurance Company (A- IX)	\$7,500,000
• GuideOne National Insurance Company (A- X)	\$7,500,000

Policy Details	
Perils:	Earthquake Only
Losses:	No Losses at time of binding
Situate:	Per Schedule of Values on file with Insurer(s)
Occupancy:	Education
Total Insured Values:	\$162,761,680

Kentucky Premium:	\$35,500.00 (X TRIA)
Fees:	\$ 2,000.00
Surplus Lines Tax:	\$ 1,125.00
Premium Surcharge:	N/A - Tax Exempt
Municipality Name:	N/A - Tax Exempt
LGPT:	N/A - Tax Exempt



Section I – Coverages and Limits of Insurance

- A. The coverage territory is the United States of America.
- B. Limit of Liability – Per Catalytic capacity utilization shown above on this quotation.
- C. Occurrence Definition Hours/EQ coverage – 168 hours

Section II – Sublimits of Insurance

A.	Accounts Receivable	NOT COVERED	See Accounts Receivable Coverage Extension attached to policy.
B.	Contingent Time Element	NOT COVERED	
C.	Debris Removal Additional Expense	NOT COVERED	
D.	Earthquake	INCLUDED	Limit is policy term aggregate . See Covered Cause of Loss Form attached to policy.
E.	Electronic Data and Media	NOT COVERED	
F.	Errors and Omissions	NOT COVERED	
G.	Expediting Expense	NOT COVERED	
H.	Extended Time Element (Extended Period of Indemnity)	NOT COVERED	
I.	Fine Arts	NOT COVERED	
J.	Fire Department Service Charge	NOT COVERED	
K.	Fire Extinguishing Recharge	NOT COVERED	
L.	Flood	NOT COVERED	Limit is policy term aggregate . See Covered Cause of Loss Form attached to policy.
M.	Fungus	NOT COVERED	Limit is policy term aggregate .
N.	Ingress/Egress	NOT COVERED	
O.	Interruption of Civil Authority	NOT COVERED	
P.	Limited Pollution	NOT COVERED	
Q.	Newly Acquired or Constructed Property - Building	NOT COVERED	
R.	Newly Acquired or Constructed Property - Business Personal Property	NOT COVERED	
S.	Ordinary Payroll	NOT COVERED	
T.	Personal Effects and Property of Others	NOT COVERED	
U.	Preservation of Property	NOT COVERED	
V.	Property in Transit	NOT COVERED	
W.	Property Off-Premises	NOT COVERED	
X.	Royalties	NOT COVERED	
Y.	Valuable Papers and Records	NOT COVERED	See Valuable Papers and Records Coverage Extension attached to policy.



Section III – Policy Deductibles

Earthquake:

\$N/A per **occurrence**, or

10% of total insured values as stated on the latest Statement of Values on file with Insurer(s) per occurrence

- per building, subject to a minimum of \$N/A per occurrence.
- per location, subject to a minimum of \$N/A per occurrence.
- per total insured values, subject to a minimum \$N/A per occurrence.
- per unit of insurance, subject to a minimum \$50,000 per occurrence.

Flood:

\$N/A per **occurrence**

N/A% of total insured values as stated on the latest Statement of Values on file with Insurer(s) per occurrence

- per building, subject to a minimum of \$N/A per occurrence.
- per location, subject to a minimum of \$N/A per occurrence.
- per total insured values, subject to a minimum \$N/A per occurrence.
- per unit of insurance, subject to a minimum \$N/A per occurrence.
- N/A, except the deductible shall be equivalent to the maximum available National Flood Insurance Program (NFIP) limits for the real or personal property at each building, whether or not such coverage is purchased or maintained, and whether or not the real or personal property at each building is covered per the terms and conditions of the National Flood Insurance Program. (Applicable when box is checked.)

N/A Day deductible for business income coverages at each building that is subject to the equivalent of the maximum available National Flood Insurance Program limits for real or personal property, whether or not such coverage is purchased or maintained, and whether or not the real or personal property at each building is covered per the terms and conditions of the National Flood Insurance Program.

All Other Perils:

\$N/A per **occurrence**

In any one **occurrence** of loss or damage (hereinafter referred to as loss), the Insurer will first reduce the amount of loss if required by the coinsurance condition or the agreed value optional coverage. If the adjusted amount of loss is less than or equal to the deductible, the Insurer(s) will not pay for that loss. If the adjusted amount of loss exceeds the deductible, the Insurer(s) will then subtract the deductible from the adjusted amount of loss and will pay the resulting amount or the limit of insurance or applicable sublimit of insurance, whichever is less.

Section IV – Covered Causes of Loss

This policy insures against the risks of direct physical loss or damage to covered property caused by a **covered cause of loss** occurring during the policy period, described in the causes of loss form attached to this policy, except as excluded.



Section V – Covered Property

Buildings
Business Personal Property

Section VI – Valuation

Replacement Cost

Section VII – Business Income Coverages

Not Covered

Section VIII – Optional Coverages

See Section II Sublimits of Insurance.

Section IX – Policy Conditions

Cancellation: 30 days
Coinsurance: NIL

Minimum Earned Premium: 25%

Valuation - As per form.



Proposal Conditions

Acceptable inspection. Inspection contact name and phone number required at time of binding.
Catalytic will issue its own forms. We will issue our form within 30 days of binding if not earlier.
Completed Surplus Lines Tax Affidavit at binding.
Signed and dated Statement of Values (SOV) is required at time of binding.
Signed and dated TRIA acceptance or rejection letter at binding.
Warrant no tuck under or soft first floor parking.
Warrant values reported based on annual time element values.

Additional Policy Conditions

Newly Acquired Location(s) must be submitted for prior approval.

Optional Endorsement Details

Additional Conditions Endorsement
Earthquake Sprinkler Leakage Exclusion
Flood Exclusion

Remarks



Coverage Forms

CAT1131 EQ Subscription Policy Cover Page
CAT-OFAC US Treasury Notice OFAC
CAT8011 Claims Handling Notice
CAT3023 US Terrorism Risk Insurance Act Not Purchased Clause
CAT3024 Terrorism Exclusion Endorsement
CAT3050 Declarations Page
CAT3045 Subscription Participation Page
CATAMEND - GO GuideOne National Amendatory Endorsement
CATAMEND-TS Trisura Specialty Amendatory Endorsement
CAT3044 Schedule of Forms
CAT3002 Absolute Fungus Microorganisms Mold or Spores Exclusion
CAT1139 Asbestos Endorsement
CAT8002 Electronic Date Recognition Exclusion EDRE
CAT8003 Exclusion of Certain Computer Related Losses
CAT3037 Exclusion of Loss Due to Virus or Bacteria
CAT8001 Nuclear Biological Exclusion
CAT3018 Pre-Existing Damage Exclusion
CAT8000 Property Cyber and Data Exclusion
CAT3032 Seepage and or Pollution and or Contamination Exclusion
CAT3020 Toxic Materials Exclusion
CAT8009 War and Civil War Exclusion
CATDIAMOND-EQ Diamond Commercial Property Form
CAT1135 Causes of Loss - Named Peril(s)
CAT3003 Additional Conditions Endorsement
CAT1010 Acquisition Clause - Non-Automatic
CAT1037 Drop Down Clause
CAT1030 Earthquake Sprinkler Leakage Exclusion
CAT1051 Flood Exclusion



Policyholder Disclosure Notice of Terrorism Insurance Coverage

You are hereby notified that under the Terrorism Risk Insurance Act of 2002, as amended ("TRIA"), that you now have a right to purchase insurance coverage for losses arising out of acts of terrorism, as defined in Section 102(1) of the Act, as amended: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security and the Attorney General of the United States, to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States mission; and to have been committed by an individual or individuals, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Any coverage you purchase for "acts of terrorism" shall expire at 12:00 midnight December 31, 2027, the date on which the TRIA Program is scheduled to terminate, or the expiry date of the policy whichever occurs first, and shall not cover any losses or events which arise after the earlier of these dates.

YOU SHOULD KNOW THAT COVERAGE PROVIDED BY THIS POLICY FOR LOSSES CAUSED BY CERTIFIED ACTS OF TERRORISM IS PARTIALLY REIMBURSED BY THE UNITED STATES UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THIS FORMULA, THE UNITED STATES PAYS 80% OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURER(S) PROVIDING THE COVERAGE. YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A USD100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS USD100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED USD100 BILLION, YOUR COVERAGE MAY BE REDUCED.

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

	I hereby elect to purchase coverage for acts of terrorism for a prospective premium of \$10,650 USD
	I hereby elect to have coverage for acts of terrorism excluded from my policy. I understand that I will have no coverage for losses arising from acts of terrorism.

Policyholder / Applicant's Signature

Date

Print Name

Policy / Quote Number

Contract No:
Named Insured: Webster County Board of Education

ADDITIONAL CONDITIONS ENDORSEMENT

It is hereby understood and agreed that the following additional conditions apply to this policy:

Understood and agreed this excess layer only covers direct physical loss or damage to covered property from the peril of Earthquake as defined in the coverage forms attached to this policy.

Agreed and understood coverage includes Property in the Open as per Schedule of Values on file with Insurer(s).

Newly Acquired Location(s) must be submitted for prior approval.