

OLDHAM CO BOARD OF EDUCATION PROPOSAL

EFFECTIVE: 07/01/2025 - 07/01/2026

PREPARED FOR:

OLDHAM CO BOARD OF EDUCATION
6165 W HWY 146
CRESTWOOD, KY 40014

SUBMITTED BY:

PUBLIC RISK PLACEMENT

PROVIDED BY:



PROVIDED ON: 6/2/2025

PROPOSAL EXPIRATION DATE: 7/1/2025

Liberty Mutual Insurance is the marketing name for the property and casualty insurance operations of Liberty Mutual Insurance Company and its' affiliates, 175 Berkeley Street, Boston, MA 02116. Not all insurance coverages are available in all states and policy terms may vary based on individual state requirements. This proposal may include a policy from a Liberty Mutual nonadmitted surplus lines affiliate that is not licensed in your state. Surplus lines insurers generally do not participate in state guaranty funds and coverage may only be obtained through duly licensed surplus lines brokers.

Billing Estimate



Oldham CO Board of Education

Effective: 07/01/2025 to 07/01/2026

Line of Coverage	Pay Plan	Deposit Amount	Installment Amount	Grand Total
Commercial Auto	Annual 100%/0	\$301,133.00	\$0.00	\$301,133.00
General Liability	Annual 100%/0	\$166,117.00	\$0.00	\$166,117.00
School Leaders Errors Omissions	Annual 100%/0	\$224,994.00	\$0.00	\$224,994.00
Law Enforcement Liability	Annual 100%/0	\$2,073.00	\$0.00	\$2,073.00
Property	Annual 100%/0	\$640,274.00	\$0.00	\$640,274.00
Crime	Annual 100%/0	\$3,068.00	\$0.00	\$3,068.00
Umbrella	Annual 100%/0	\$152,672.00	\$0.00	\$152,672.00
Total Amount		\$1,490,331.00	\$0.00	\$1,490,331.00

This is not your actual invoice. It is an estimate based on proposed exposures, coverages, and is subject to change when the actual invoice is mailed by Customer Accounting Services under separate cover. We are offering this estimate for your information and planning.

Mid-Term premium endorsements will be: **Bill Now - Outside Payment Plan**

Quarterly payment plan will be invoiced by Liberty Mutual.

Commercial Auto

Premium Details

Underwriting Company: **LM Insurance Corporation**
Rating Plan: **Guaranteed Cost**
Named Insured: **Oldham Co Board Of Education**

Premium	
Estimated Premium	\$301,133
Taxes, Assessments & Surcharges	\$0
Michigan Catastrophic Claims Association (MCCA)	\$0
Total Estimated Premium with Taxes, Assessments & Surcharges	\$301,133

May be subject to audit.

Coverages	Symbols	Limits	Deductibles	Premium
Liability	01	\$2,000,000	N/A	\$176,459
Personal Injury Protection	05	N/A	N/A	\$6,791
Added Personal Injury Protection	N/A	N/A	N/A	N/A
Auto Medical Payments	N/A	N/A	N/A	N/A
Uninsured Motorist	02	\$500,000	N/A	\$5,648
Underinsured Motorist	02	\$500,000	N/A	\$42,951
Physical Damage				
Comprehensive	02, 08	Actual Cash Value or Cost of Repair	\$5,000	\$19,916
Collision	02, 08	Actual Cash Value or Cost of Repair	\$5,000	\$45,311
Towing and Labor	N/A	N/A	N/A	N/A
Hired Liability	N/A	\$2,000,000	N/A	\$341
Hired Physical Damage				
Comprehensive	N/A	N/A	\$50	\$258
Collision	N/A	N/A	\$100	\$258
Endorsements	N/A	Various	Various	\$3,200

Commercial Auto

Forms & Endorsements

Form Name	Form Number	Fill-Ins
2016 Commercial Auto Miscellaneous Form Revisions Advisory Notice To Policyholders	CNA 90 15 11 16	
Alaska Exclusion of Terrorism Above Minimum Statutory Limits	CA 23 88 10 13	
Alaska Exclusion of Terrorism Involving Nuclear, Biological or Chemical Terrorism Above Minimum Statutory Limits	CA 23 89 10 13	
All Purpose Schedule	ACS 84 02 07 13	
Assault, Battery, Abuse or Molestation Exclusion	AC 20 01 11 16	
Business Auto Coverage Form	CA 00 01 10 13	
Business Auto Declarations	AC 00 03 02 13	
Business Auto Declarations Extension Schedule - Hired or Borrowed Autos and Nonowned Autos	ACS 00 03 11 11	
Changes In Your Policy	AC 00 30 10 13	
Changes in Item Two of the Declarations - Physical Damage Coverages	ACS 00 25 04 13	
Common Policy Conditions	IL 00 17 11 98	
Exclusion of Terrorism	CA 23 84 01 06	
Exclusion of Terrorism	CA 23 84 10 13	
Exclusion of Terrorism Above Minimum Statutory Limits	CA 23 86 01 06	
Exclusion of Terrorism Above Minimum Statutory Limits	CA 23 86 10 13	
Exclusion of Terrorism Involving Nuclear, Biological or Chemical Terrorism	CA 23 85 01 06	

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Commercial Auto

Forms & Endorsements

Form Name	Form Number	Fill-Ins
Exclusion of Terrorism Involving Nuclear, Biological or Chemical Terrorism	CA 23 85 10 13	
Exclusion of Terrorism Involving Nuclear, Biological or Chemical Terrorism Above Minimum Statutory Limits	CA 23 87 01 06	
Exclusion of Terrorism Involving Nuclear, Biological or Chemical Terrorism Above Minimum Statutory Limits	CA 23 87 10 13	
Forms Inventory	ACS 00 26 04 13	
Insured Mailer	CNI 90 04 01 12	
Item 3 - Schedule of Covered Autos You Own	ACS 00 24 04 13	
Kentucky Anti-Theft Device Discount	SNA 16 01 05 11	
Kentucky Changes	CA 01 25 11 24	
Kentucky Changes-Cancellation and Nonrenewal	IL 02 63 09 08	
Kentucky Important Notice Concerning Uninsured Motorists, Underinsured Motorists And Personal Injury Protection Coverages	SNA 16 02 07 16	
Kentucky No-Fault - Tort Limitations	SNA 16 03 10 16	
Kentucky No-Fault Rejection Form	PIPKY020318	
Kentucky Personal Injury Protection	CA 22 16 10 13	
Kentucky Personal Injury Protection Amendatory Endorsement	AC 22 10 12 20	

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Commercial Auto

Forms & Endorsements

Form Name	Form Number	Fill-Ins
Kentucky Standard School Bus Endorsement	SNA 16 04 12 20	
Kentucky Underinsured Motorists Coverage	AC 21 06 08 15	
Kentucky Uninsured Motorists Coverage	CA 21 76 10 13	
Liberty Mutual Group Privacy Notice	SNI 04 01 06 24	
Named Insured Endorsement	AC 84 13 01 11	Named Insured: Oldham Co Board Of Education
Nuclear Energy Liability Exclusion Endorsement (Broad)	IL 00 21 09 08	
Participating Provision	LIL 90 05 06 13	
Physical Damage Limit of Insurance	AC 84 104 09 17	Limit Amount: \$10,000,000
Producer Mailer	CNI 90 05 01 12	
Public Entity Immunity And Tort Cap Preservation Endorsement	LIL 90 09 05 17	
Public Transportation Autos	CA 24 02 10 13	
Public or Livery Passenger Conveyance and On-Demand Delivery Services Exclusion	CA 23 45 11 16	
Replacement Cost Coverage - School Buses	AC 84 54 06 14	Collision Model Years Old: 5 Collision Deductible: 5,000 Comprehensive Model Years Old: 5 Comprehensive Deductible: 5,000
School Business Auto Extension Endorsement	AC 84 52 12 16	
State Application of Terrorism Exclusion Endorsements	AC 84 27 08 15	

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Commercial Auto

Forms & Endorsements

Form Name	Form Number	Fill-Ins
State Application of Terrorism Exclusion Endorsements Involving Nuclear, Biological Or Chemical Terrorism	AC 84 26 08 15	
Temporary Substitute Auto - Physical Damage Insurance	AC 84 73 01 16	
U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") Advisory Notice To Policyholders	IL P 001 01 04	
Uninsured/Underinsured Motorists Insurance (UM/UIM) Schedule	ACS 21 02 04 13	
Washington Exclusion of Terrorism	CA 23 92 10 13	
Washington Exclusion of Terrorism Involving Nuclear, Biological or Chemical Terrorism	CA 23 93 10 13	

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General Liability

Premium Details

Underwriting Company: **LM Insurance Corporation**
Rating Plan: **Guaranteed Cost**
Named Insured: **Oldham Co Board of Education**

Premium	
Estimated Coverage Premium	\$120,977
Estimated Endorsement Premium	\$43,040
Total Estimated Premium	\$164,017
Terrorism Risk Insurance Act (TRIA) Premium	\$2,100
Taxes, Assessments & Surcharges	\$0
Total Estimated Premium with TRIA, Taxes, Assessments & Surcharges*	\$166,117

*TRIA Premium, Taxes, Surcharges & Assessments are estimates and are subject to change based upon coverage changes, exposure changes, and/or written premium.
May be subject to audit.

Coverages	Limits of Liability
General Aggregate Limit	\$3,000,000
Products/ Completed Operations Limit	\$3,000,000
Personal and Advertising Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
Damage to Premises Rented to You (or any premises)	\$100,000
Medical Expense Limit (any one person)	\$5,000
Employee Benefits Liability*	\$1,000,000
Employee Benefits Aggregate*	\$3,000,000

* Employee Benefits Liability Retroactive Date: 7/1/1995

General Liability

Forms & Endorsements

Additional Insured

Form Name	Form Number	Fill-Ins
Additional Insured - Designated Person Or Organization	CG 20 26 12 19	Name: Oldham Co Education Foundation
Additional Insured - Students While In Internship Work Study Programs	LC 20 50 02 14	Description of Internship or Work Study Program: Oldham County Schools Young Adult Transition Program, Co-op students working for Trimble County Board of Education as custodians or in the district bus garage

Common Policy Form

Form Name	Form Number	Fill-Ins
Common Policy Conditions	IL 00 17 11 98	
Inventory Coverage Forms/Parts, Endorsements, Enclosures	IC 00 42 07 09	
Kentucky Changes-Cancellation and Nonrenewal	IL 02 63 09 08	

Coverage

Form Name	Form Number	Fill-Ins
Commercial General Liability Coverage Form	CG 00 01 04 13	
Corporal Punishment	CG 22 67 10 93	
Cyber Suite Coverage Endorsement	LC 04 74 02 20	Fill-In: Cyber Suite Annual Aggregate Limit: First Party Annual Aggregate Limit: \$1,000,000 Third Party Annual Aggregate Limit: \$1,000,000 Cyber Suit Deductible Per Occurrence: \$10,000 Data Compromise Response Expenses:

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General Liability

Forms & Endorsements

Form Name	Form Number	Fill-Ins
		Included Forensic IT Review Sublimit: \$500,000 Legal Review Sublimit: \$500,000 Public Relations Sublimit: \$5,000 Regulatory Fines and Penalties Sublimit: \$500,000 PCI Fines and Penalties Sublimit: \$500,000 Computer Attack: Included Loss of Business Sublimit: \$500,000 Public Relations Sublimit: \$5,000 Cyber Extortion: Included Cyber Extortion Sublimit Per Occurrence: \$25,000 Misdirected Payment Fraud: Included Misdirected Payment Fraud Sublimit Per Occurrence: \$25,000 Computer Fraud: Included Computer Fraud Sublimit Per Occurrence: \$25,000 Data Compromise Liability: Included Network Security Liability: Included Electronic Media Liability: Included
Employee Benefits Liability Coverage	CG 04 35 12 07	Retroactive Date: 07/01/1995 Aggregate Limit: \$3,000,000 Deductible: 1000 Limit: \$1,000,000
Health Occupation Training - Student Professional Liability	LC 28 09 02 20	Fill-In: Curriculum approved by the Oldham County Board of Education
Non-Cumulation Of Liability (Same Occurrence)	LC 25 13 08 08	
Occurrence - Resulting Property Damage	LC 99 56 04 16	

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General Liability

Forms & Endorsements

Form Name	Form Number	Fill-Ins
Personal And Advertising Injury - Occurrence Redefined	LC 29 06 08 08	
Personal And Advertising Injury Redefined - Definition Of Publication	LC 29 04 08 08	
Premium Responsibility	LC 99 36 02 13	
Public Entity Immunity And Tort Cap Preservation Endorsement	LIL 90 09 05 17	
School Amendatory Endorsement	LC 99 44 07 18	
Sexual Misconduct Liability Coverage	LC 04 91 07 21	Fill-In: Sexual Misconduct Liability (Occurrence) Each Sexual Misconduct: \$1,000,000 Aggregate Sexual Misconduct: \$1,000,000 Sexual Misconduct Liability Deductible:\$10,000
Violent Event Response Coverage For Schools	LC 04 78 02 20	Fill-In: Each Violent Event Limit - Response Expenses and Loss: \$1,000,000 Aggregate Limit - Response Expense and Loss: \$1,000,000 Each Person Limit - Loss: \$25,000 Each Person Limit - Death Benefits: \$15,000

Declaration

Form Name	Form Number	Fill-Ins
Commercial General Liability Declarations	LC 00 04 08 12	
Declarations Extension Schedule	LCS 00 02 05 12	

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General Liability

Forms & Endorsements

Form Name	Form Number	Fill-Ins
Declarations Extension Schedule - Classification Descriptions	LCS 00 01 05 12	
Declarations Extension Schedule - Miscellaneous Charges	LCS 00 03 05 12	

Notice to Policyholder

Form Name	Form Number	Fill-Ins
Important Information Regarding Cyber Suite Claims Reporting and Response and Risk Control Services and Risk Control Services	CNL 90 17 04 24	
Kentucky Notice To Policyholders	EN 90 09 01 10	
Liberty Mutual Group Privacy Notice	SNI 04 01 06 24	
Policyholder Disclosure Terrorism Risk Insurance Act	SNI 90 02 01 20	
U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") Advisory Notice To Policyholders	IL P 001 01 04	

Other Exclusion

Form Name	Form Number	Fill-Ins
Asbestos Exclusion	LC 21 01 06 05	
Cyber Suite Amendatory Endorsement	LC 21 201 12 23	
Damage First Occurring Prior To Policy Period - Exclusion	LG 3205 06 05	
Discrimination Exclusion	LC 21 04 06 05	
Employment - Related Practices Exclusion	CG 21 47 12 07	

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General Liability

Forms & Endorsements

Form Name	Form Number	Fill-Ins
Exclusion - Access Or Disclosure of Confidential or Personal Material or Information	CG 21 06 12 23	
Exclusion - Cyber Incident	CG 40 35 12 23	
Exclusion - Failure To Supply	CG 22 50 04 13	
Exclusion - Firearms	LC 21 155 08 18	
Exclusion - Law Enforcement Professional Liability	LC 21 110 08 18	
Exclusion - Medical Payments - Day Care Centers	CG 22 40 01 96	
Exclusion - Silica (Schools)	LC 21 111 02 14	
Exclusion - Trampolines	LC 21 112 02 14	
Exclusion - Violation of Law Addressing Data Privacy	CG 00 69 12 23	
Fungi or Bacteria Exclusion (Legionella Bacterium Excluded)	LC 21 91 09 12	
Lead Exclusion	LC 21 06 06 07	
Nuclear Energy Liability Exclusion Endorsement (Broad)	IL 00 21 09 08	
Total Pollution Exclusion	CG 21 49 09 99	

Policy Cover

Form Name	Form Number	Fill-Ins
Participating Provision	LIL 90 05 06 13	

TRIA Exclusions

Form Name	Form Number	Fill-Ins
Alaska Exclusion Of Punitive Damages Related To A Certified Act Of Terrorism	CG 26 93 01 15	

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General Liability

Forms & Endorsements

Form Name	Form Number	Fill-Ins
Arkansas Exclusion Of Punitive Damages Related To A Certified Act Of Terrorism	CG 26 86 01 15	
Cap On Losses From Certified Acts Of Terrorism	CG 21 70 01 15	
Exclusion Of Punitive Damages Related To A Certified Act Of Terrorism	CG 21 76 01 15	

Note: Endorsement numbers listed above may be replaced with/or used in conjunction with State Specific endorsements. The forms listed on this proposal are not all inclusive of the forms that will be included in the published policy.

School Leaders Errors Omissions

Premium Details

Underwriting Company: **Liberty Mutual Fire Insurance Company**
Rating Plan: **Guaranteed Cost**
Named Insured: **Oldham CO Board of Education**

Coverages	Premium
School Leaders Errors & Omissions (SLEO) Premium	\$222,766
Non-Monetary Relief Defense Coverage	Included
Terrorism Risk Insurance Act (TRIA) Premium	\$2,228
Total Estimated Premium with TRIA, Taxes, Assessments & Surcharges*	\$224,994

*TRIA Premium, Taxes, Surcharges & Assessments are estimates and are subject to change based upon coverage changes, exposure changes and/or final written premium.
May be subject to audit.

Coverages	Limits of Liability	Deductibles
Each Wrongful Act	\$1,000,000	\$25,000
Aggregate	\$1,000,000	-
Non-Monetary Relief Defense Coverage	\$100,000	\$25,000

This insurance does not apply to "wrongful acts" committed prior to the **Retroactive Date: 07/01/1995. Claims-made Inception Date: 07/01/1998.**

School Leaders Errors Omissions

Forms & Endorsements

Form Name	Form Number	
Amendment of Other Insurance Condition	LC 24 33 02 14	
Annual Meeting Notice	LIL 90 04 06 13	
Cap On Losses From Certified Acts Of Terrorism	LC 21 128 05 17	
Common Policy Conditions	IL 00 17 11 98	
Declarations Extension Schedule	LCS 00 02 05 12	
Declarations Extension Schedule - Classification Descriptions	LCS 00 01 05 12	
Declarations Extension Schedule - Miscellaneous Charges	LCS 00 03 05 12	
Deductible Insurance - Non-Monetary Relief Claims	LC 03 50 02 20	
Defense Erodes Deductible - Monetary Damages Claims	LC 03 71 12 23	
Exclusion - Access or Disclosure of Confidential or Personal Material or Information	LC 21 174 08 24	
Exclusion - Cyber Incident	LC 21 203 12 23	
Exclusion - Eminent Domain, Inverse Condemnation, Adverse Possession	LC 21 113 02 14	
Exclusion - Firearms	LC 21 153 08 18	
Exclusion - Law Enforcement Professional Liability	LC 21 115 08 18	
Exclusion - Recording And Distribution Of Material In Violation Of Law	LC 21 175 12 21	
Exclusion - Tax Assessment	LC 21 114 02 14	

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School Leaders Errors Omissions

Forms & Endorsements

Form Name	Form Number	
Exclusion - Violation of Law Addressing Data Privacy	LC 21 204 12 23	
Exclusion Of Punitive Damages Related To A Certified Act Of Terrorism	LC 21 130 05 17	
Form Inventory	IC 00 42 07 09	
Insured Mailer	CNI 90 04 01 12	
Kentucky Changes - Cancellation and Nonrenewal	LC 32 650 02 20	
Liberty Mutual Group Privacy Notice	SNI 04 01 06 24	
Policyholder Disclosure Terrorism Risk Insurance Act	SNI 90 02 01 20	
Producer Mailer	CNI 90 05 01 12	
Public Entity Immunity And Tort Cap Preservation Endorsement	LIL 90 09 05 17	
School Leaders Errors and Omissions Liability Coverage Form	LC 00 12 02 20	
School Leaders Errors and Omissions Liability Declarations	LC 00 18 07 20	
U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") Advisory Notice To Policyholders	IL P 001 01 04	

Note: Endorsement numbers listed above may be replaced with/or used in conjunction with State Specific endorsements. The forms listed on this proposal are not all inclusive of the forms that will be included in the published policy.

Law Enforcement Liability

Premium Details

Underwriting Company: Liberty Mutual Fire Insurance Company
Rating Plan: Guaranteed Cost
Named Insured: Oldham CO Board of Education

Coverages	Premiums
Law Enforcement / Security Guards Personal Liability Premium	\$2,052
Non-Monetary Relief Defense Premium	Included
Terrorism Risk Insurance Act (TRIA) Premium	\$21
Total Estimated Premium with TRIA, Taxes, Assessments & Surcharges*	\$2,073

*TRIA Premium, Taxes, Surcharges & Assessments are estimates and are subject to change based upon coverage changes, exposure changes and/or final written premium.
May be subject to audit.

Coverages	Limits of Liability	Deductibles
Each Wrongful Act	\$1,000,000	\$5,000
Aggregate	\$1,000,000	-
Non-Monetary Relief Defense Coverage	\$100,000	N/A

The insurance does not apply to "wrongful acts" committed prior to the **Retroactive Date: 7/1/2006. Claims-made Inception Date: 7/1/2006.**

Law Enforcement Liability

Forms & Endorsements

Form Name	Form Number	
Annual Meeting Notice	LIL 90 04 06 13	
Cap On Losses From Certified Acts Of Terrorism	LC 21 128 05 17	
Common Policy Conditions	IL 00 17 11 98	
Declarations Extension Schedule	LCS 00 02 05 12	
Declarations Extension Schedule - Classification Descriptions	LCS 00 01 05 12	
Declarations Extension Schedule - Miscellaneous Charges	LCS 00 03 05 12	
Exclusion - Access or Disclosure of Confidential or Personal Material or Information	LC 21 174 08 24	
Exclusion - Cyber Incident	LC 21 203 12 23	
Exclusion - Firearms	LC 21 154 08 18	
Exclusion - Recording And Distribution Of Material In Violation Of Law	LC 21 175 12 21	
Exclusion - Violation of Law Addressing Data Privacy	LC 21 204 12 23	
Exclusion Of Punitive Damages Related To A Certified Act Of Terrorism	LC 21 130 05 17	
Form Inventory	IC 00 42 07 09	
Insured Mailer	CNI 90 04 01 12	
Kentucky Changes - Cancellation and Nonrenewal	LC 32 650 02 20	
Law Enforcement Professional Liability Coverage Form	LC 00 13 02 20	
Law Enforcement Professional Liability Declarations	LC 00 16 02 20	

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Law Enforcement Liability

Forms & Endorsements

Form Name	Form Number	
Liberty Mutual Group Privacy Notice	SNI 04 01 06 24	
Non-Monetary Relief Defense Coverage	LC 99 49 02 20	
Policyholder Disclosure Terrorism Risk Insurance Act	SNI 90 02 01 20	
Producer Mailer	CNI 90 05 01 12	
Public Entity Immunity And Tort Cap Preservation Endorsement	LIL 90 09 05 17	
U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") Advisory Notice To Policyholders	IL P 001 01 04	

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Property

Premium Details

Underwriting Company: **Liberty Mutual Fire Insurance Company**
Rating Plan: **Not Applicable**
Named Insured: **Oldham CO Board of Education**

Premium Type	Premium Amount
Policy Premium	
Excluding premium for certified act(s) of terrorism (TRIA)	\$637,585
Certified act(s) of terrorism (TRIA)	\$2,689
	\$0
Total Policy Premium	\$640,274

The premiums shown for State or Municipal Taxes, Surcharges or Other are estimates only and are subject to adjustment. Final numbers will be reflected on the actual policy.

If you change your coverage election for "certified act(s) of terrorism" (TRIA), the Total Policy Premium amount shown on the proposal will be recalculated.

*Terrorism Risk Insurance Act

Insured Property Values

Description of Property	Insurable Values
Real Property	\$689,358,237
Personal Property	\$24,530,315
Total	\$713,888,552

A properly executed Loss of Income Worksheet must be received within 30 days of binding. Additional premium may be required at that time.

Property

Limits of Insurance

Coverages	Limits of Insurance*
Policy Limit	\$500,000,000
Insurance applies on a BLANKET basis only to a coverage or type of property shown below for which a Limit of Insurance is shown below, and then only at the Covered Locations for which a value for such coverage is shown below or for locations subsequently reported to and insured by us.	See Statement of Values
All locations	
Real Property and Personal Property	Included
Extra Expense	\$5,000,000

*Limits of Insurance apply in any one occurrence, unless otherwise stated.

Valuation Provision:

Replacement cost (subject to limitations) applies to covered property.

Valuation Exception(s):	Covered Locations
Actual Cash Value - Roof(s) applies to Covered Locations:	2.5, 3.1, 12.1, 13.1, 14.1, 24.1, 7.2 - 8.1, 5.1 - 6.1, 1.1 - 1.2

Property

Catastrophe Coverages

Coverage	Limits of Insurance*
Earthquake Coverage	
Total Earthquake Policy Period Limit of Insurance is the maximum amount payable in this policy for all covered loss or damage for the Cause of Loss Earthquake regardless of the number of occurrences during the Policy Period	\$5,000,000
All Earthquake losses in the following States, Territory, Earthquake Hazard Zones or specific Covered Locations as described below are included in and not in addition to the Total Earthquake Policy Period Limit of Insurance	
All Locations	\$5,000,000 Policy Period
AK, CA, HI, PR	Excluded
New Madrid - Zone 1 and Zone 2	Excluded
Pacific NW Zone	Excluded

*Limits of Insurance are in any one occurrence, unless otherwise stated

Property

Coverage Extensions

Coverage Name	Limits of Insurance, Limits of Coverage Period or Insurance, Coverage Radius Period or Coverage Radius*
Accounts Receivable	\$250,000
Arson Reward	\$50,000
Contract Penalties	\$25,000
Course of Construction	
Physical Damage	\$600,000
Number of consecutive days that Physical Damage applies	180 days
Cyber Incident	\$25,000
Debris Removal	\$1,000,000
Windblown Debris	\$50,000
Deferred Payments	\$50,000
Electronic Data	\$25,000
Errors and Omissions	\$250,000
Exhibitions, Expositions, Trade Shows, Fairs	\$100,000
Fire Department Service Charges	\$25,000
Fine Arts	
Physical Damage	\$100,000
For any one item	\$10,000
Fungus, Wet Rot, Dry Rot or Bacteria	
Physical Damage	\$250,000
Extra Expense	Included in Fungus PD limit
Number of consecutive days that Extra Expense applies	180 days
Installation of Personal Property	\$250,000
Lock and Key Replacement	\$50,000
Mobile Equipment or Tools	
Mobile Equipment or Tools will be valued at	Actual Cash Value (ACV)
Physical Damage	\$327,867
Newly acquired Mobile Equipment or Tools you own or you rent	\$100,000

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Property

Coverage Extensions

Coverage Name	Limits of Insurance, Limits of Coverage Period or Insurance, Coverage Radius Period or Coverage Radius*
Miscellaneous Unnamed Locations	
Physical Damage	\$100,000
Business Income	EXCLUDED
Causes of Loss Flood	Does not apply
Causes of Loss Earth Movement	Does not apply
Causes of Loss Earthquake	Does not apply
Newly Acquired Locations	
Physical Damage	\$2,500,000
Number of consecutive days that Physical Damage applies	180 days
Extra Expense	Included in Newly Acquired Locations PD limit
Causes of Loss Flood	Does not apply
Causes of Loss Earth Movement	Does not apply
Causes of Loss Earthquake	Does not apply
Ordinance or Law	
Demolition & Increased Cost of Construction	\$5,000,000
Value of the Undamaged Portion of Real Property	INCLUDED
Personal Effects of Employees	
Physical Damage	\$100,000
For any one employee	\$10,000
Pollutant Clean Up Expense	
Physical Damage	\$100,000
Protection and Preservation of Property	
Physical Damage	\$100,000
Number of consecutive days that Physical Damage applies	30 days
Professional Fees	\$250,000
Salespeople Personal Property	\$50,000
Transit	

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Property

Coverage Extensions

Coverage Name	Limits of Insurance, Limits of Coverage Period or Insurance, Coverage Radius Period or Coverage Radius*
Personal Property	\$100,000
Trees, Shrubs, Plants	
Physical Damage	\$250,000
For any one item	\$10,000
Utility Services	
Coverage for Above Ground and Underground Transmission Lines:	
Physical Damage	EXCLUDED
Physical Damage	\$250,000
Causes of Loss Cloud	Applies
Causes of Loss Internet	Applies
Causes of Loss Power Supply	Applies
Causes of Loss Communication Supply	Applies
Causes of Loss Water Supply	Applies

*Limits of Insurance are in any one occurrence, unless otherwise stated

Time Element Coverage Extensions

Coverage Name	Limits of Insurance, Limits of Coverage Period or Insurance, Coverage Radius Period or Coverage Radius*
Attraction Property	EXCLUDED
Contingent Property	
Actual loss of Extra Expense incurred due to loss or damage at Contingent Properties within the coverage territory	EXCLUDED
Actual loss of Extra Expense incurred due to loss or damage at Contingent Properties outside of the coverage territory	EXCLUDED
Causes of Loss Named Storm	Does not apply

Continued on next page...

Property

Coverage Extensions

Coverage Name	Limits of Insurance, Limits of Coverage Period or Insurance, Coverage Radius Period or Coverage Radius*
Causes of Loss Flood	Does not apply
Causes of Loss Earth Movement	Does not apply
Causes of Loss Earthquake	Does not apply
Causes of Loss Equipment Breakdown Accident	Does not apply
Crisis Event Caused By Violent Crime	
Crisis Event Extra Expense	\$250,000
Number of consecutive days that Crisis Event Extra Expense applies	30 days
Civil or Military Authority	
Extra Expense	INCLUDED
Coverage Period:	30 days
Coverage Radius Distance:	1 miles
Qualifying Period:	72 hours
Causes of Loss Flood	Does not apply
Causes of Loss Earth Movement	Does not apply
Causes of Loss Earthquake	Does not apply
Ingress/Egress	
Extra Expense	\$50,000
Number of consecutive days that Extra Expense applies	30 days
Coverage Radius Distance:	1 miles
Qualifying Period:	24 hours
Causes of Loss Named Storm	Does not apply
Causes of Loss Flood	Does not apply
Causes of Loss Earth Movement	Does not apply
Causes of Loss Earthquake	Does not apply
Secondary Contingent Property	

Continued on next page...

Property

Coverage Extensions

Coverage Name	Limits of Insurance, Limits of Coverage Period or Insurance, Coverage Radius Period or Coverage Radius*
Actual loss of Extra Expense incurred due to loss or damage at Secondary Contingent Property within the coverage territory	EXCLUDED
Actual loss of Extra Expense incurred due to loss or damage at Secondary Contingent Property outside of the coverage territory	EXCLUDED
Causes of Loss Named Storm	Does not apply
Causes of Loss Flood	Does not apply
Causes of Loss Earth Movement	Does not apply
Causes of Loss Earthquake	Does not apply
Causes of Loss Equipment Breakdown Accident	Does not apply

*Limits of Insurance are in any one occurrence, unless otherwise stated

Property

Industry Coverage Extensions

Coverage Name	Limits of Insurance, Limits of Coverage Period or Insurance, Coverage Radius Period or Coverage Radius*
Educational Institutions	
Animals	\$25,000 \$1,500 any one animal
Broadened Covered Location Distance	1250 feet
Classroom Chemical Spills	\$50,000 in any one policy period
Fire Protective Equipment Recharging	Real Property limit applicable in any one policy period
Land Improvement	\$2,000,000
Miscellaneous School Property at School Sponsored Events Away from a Covered Location	\$150,000
Personal Effects of your Students	\$100,000 max in any one policy period \$5,000 any one student

*Limits of Insurance are in any one occurrence, unless otherwise stated

Property

Equipment Breakdown

Coverage or Covered Equipment	Limits of Insurance*
All Locations	
Covered Equipment	Equipment Breakdown Cause of Loss applies to all Covered Locations
Extra Expense	Equipment Breakdown Cause of Loss applies to all Covered Locations

*Limits of Insurance are in any one Equipment Breakdown Accident, unless otherwise stated

Coverage Extensions	Limits of Insurance*
All Locations	
Ammonia Contamination	\$250,000
Expediting Expense	\$250,000
Hazardous Substances Contamination other than Ammonia	\$250,000
Spoilage	\$250,000

*Limits of Insurance are in any one Equipment Breakdown Accident, unless otherwise stated

Property

Endorsements

Form Name	Form Number	Limits of Insurance and/or Deductibles(s)*
Actual Cash Value Roofs	LPP 3000 12 21	See Endorsement
Property At a Miscellaneous Unnamed Location	LPP 3009 12 21	See Endorsement
Roof Surfacing Cosmetic Loss Exclusion	LPP 4005 12 21	See Endorsement
Cap On Losses From Certified Act(s) Of Terrorism	LPP 1034 12 21	
Cause Of Loss - Earthquake	LPP 2002 12 23	
Equipment Breakdown - Cause Of Loss	LPP 2005 12 21	
Liberty Mutual Property Protector - Educational Institutions	LPP 5002 12 21	

*Limits of Insurance are in any one occurrence, unless otherwise stated

Refer to Draft Policy for additional endorsements not shown

Property

Deductibles & Waiting Period

Policy

Coverage Name	Deductible Amount*
All Locations	
All locations	\$25,000

*Deductibles apply in any one occurrence unless otherwise stated.

Catastrophe Coverage

Coverage Name	Deductible Amount*
Earthquake	
All locations	10% Subject to a minimum deductible of \$100,000
Named Storm	
All Locations	1% Subject to a minimum deductible of \$100,000 at each Covered Location
Water Damage	
All Locations	\$50,000 at each Covered Location
Hail/Windstorm other than Named Storm	
All Locations	1% Subject to a minimum deductible of \$100,000 at each Covered Location

*Deductibles apply in any one occurrence unless otherwise stated.

Equipment Breakdown

Coverage Name	Deductible Amount*
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*Deductibles apply in any one occurrence unless otherwise stated.

Coverage Extensions

Coverage Name	Deductible Amount*
Mobile Equipment or Tools	
Mobile Equipment or Tools	\$1,000
Newly acquired Mobile Equipment or Tools you own or you rent	
Newly acquired Mobile Equipment or Tools you own or you rent	\$1,000

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Property

Deductibles & Waiting Period

Coverage Name	Deductible Amount*
Miscellaneous Deductible	
To each item of Miscellaneous School Property, in any one occurrence, in any one occurrence:	\$1,000
To Cameras, Video and Audio Equipment, in any one occurrence:	\$1,000
To each of your portable computers, or other electronic devices while in the possession of You or Your Employees in any one occurrence, in any one occurrence:	\$1,000

*Deductibles apply in any one occurrence unless otherwise stated.

TERRORISM COVERAGE ELECTION FORM

Oldham CO Board of Education
6165 W Hwy 146
Crestwood KY 40014

Effective: 07/01/2025

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

☐

I hereby elect to purchase coverage for "certified acts of terrorism" for the policy period for \$2,689.

☐

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

Mandatory Premium Disclosure Statement

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

Policyholder Acknowledgement

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

Policyholder/Applicant Signature

Date

Policyholder/Applicant Signature

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

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

Crime

Premium Details

Underwriting Company: **Employers Insurance Company of Wausau**
Rating Plan: **Guaranteed Cost**
Named Insured: **OLDHAM CO BOARD OF EDUCATION**

Premium	
Estimated Premium	\$3,068
Taxes, Assessments & Surcharges	\$0
Total Estimated Premium with Taxes, Assessments & Surcharges	\$3,068

Coverages	Limits of Insurance	Deductibles
Computer and Funds Transfer Fraud	\$1,000,000	\$10,000
Employee Theft - Per Loss	\$1,000,000	\$10,000
Government Faithful Performance of Duty	\$1,000,000	\$10,000
Forgery Or Alteration	\$1,000,000	\$10,000

Any other requested coverages not included will require further discussion prior to providing.

Crime

Forms & Endorsements

Form Name	Form Number	Fill-Ins
Reporting A Commercial Claim 24 Hours A Day	CNI 90 11 07 18	
Add Faithful Performance Of Duty Coverage For Government Employees	CR 25 19 08 13	
Annual Meeting Notice	LIL 90 04 06 13	
Common Policy Declarations	IC0002 03 05	
Crime Declarations	EY DS 01 03 13	
Exclusion of Terrorism	EY 07 01 04 19	
Form Inventory	IC 00 42 07 09	
Government Crime Policy (Loss Sustained Form)	CR 00 27 08 13	
Kentucky Changes	CR 02 32 10 10	
Kentucky Changes - Termination Of Employee	CR 02 53 10 10	
Kentucky Local Government Premium Tax Schedule	IC 00 43 12 08	
Kentucky Notice To Policyholders	EN 90 09 01 10	
Liberty Mutual Group Privacy Notice	SNI 04 01 06 24	
Notice To Policyholders-Restriction Of Coverage	CNC 90 02 04 19	
Property/Crime/Inland Marine Schedule	IC 00 40 04 25	
U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") Advisory Notice To Policyholders	IL P 001 01 04	

Note: Endorsement numbers listed above may be replaced with/or used in conjunction with State Specific endorsements. The forms listed on this proposal are not all inclusive of the forms that will be included in the published policy.

Umbrella

Premium Details

Underwriting Company: **Liberty Insurance Corporation**
Rating Plan: **Guaranteed Cost**
Named Insured: **Oldham CO Board of Education**

Premium	
Estimated Coverage Premium	\$148,948
Terrorism Risk Insurance Act (TRIA) Premium	\$3,724
Taxes, Assessments & Surcharges	\$0
Total Estimated Premium with TRIA, Taxes, Assessments & Surcharges*	\$152,672

*TRIA Premium, Surcharges & Assessments are estimated and are subject to change based upon coverage changes, exposure changes, and/or written premium. May be subject to audit.

Tax calculation for the purpose of KY will be calculated at time of binding.

Coverage	Limits of Liability
Each Occurrence Limit	\$5,000,000
General Aggregate Limit	\$5,000,000
Products - Completed Operations Aggregate Limit	\$5,000,000
Self-Insured Retention - Each Occurrence	\$10,000

Umbrella

Underlying Schedule

Underlying Schedule	Limits	Writing Company & Effective Date
Auto Liability		
Combined Single Limit	\$2,000,000	LM Insurance Corporation 07/01/2025 - 07/01/2026
General Liability		
Each Occurrence	\$1,000,000	LM Insurance Corporation 07/01/2025 - 07/01/2026
General Aggregate	\$3,000,000	
Products/Completed Operations Aggregate	\$3,000,000	
Personal & Advertising Injury Limit	\$1,000,000	
Employers Liability		
Each Accident	\$500,000	KEMI/Kentucky Employers Mutual Ins. 07/01/2025 - 07/01/2026
Policy Limit	\$500,000	
Each Employee	\$500,000	
Sexual Misconduct Liability		
Each Sexual Misconduct	\$1,000,000	LM Insurance Corporation 07/01/2025 - 07/01/2026
Aggregate Sexual Misconduct	\$1,000,000	
School Leaders Errors & Omissions		
Each Wrongful Act	\$1,000,000	Liberty Mutual Fire Insurance Company 07/01/2025 - 07/01/2026
Aggregate	\$1,000,000	
Law Enforcement Liability		
Each Wrongful Act	\$1,000,000	Liberty Mutual Fire Insurance Company 07/01/2025 - 07/01/2026
Aggregate	\$1,000,000	
Employee Benefits Liability		
Each Employee	\$1,000,000	LM Insurance Corporation 07/01/2025 - 07/01/2026
Aggregate	\$3,000,000	

Umbrella

Forms & Endorsements

Form Name	Form Number	Fill-Ins
Access or Disclosure of Confidential or Personal Material or Information Exclusion	LCU 21 84 12 23	
Additional Insured - Designated Persons Or Organizations	LCU 20 03 01 18	Name of Person(s) or Organization(s): Oldham Co Education Foundation
Cap On Losses From Certified Acts Of Terrorism	LCU 60 04 01 18	
Commercial Liability - Umbrella Coverage Form	LCU 00 01 01 18	
Commercial Liability - Umbrella Declarations	LCU 00 02 01 18	
Crisis Management Coverage	LCU 04 11 01 18	Liberty Mutual Preferred Public Relations Vendor: Weber Shandwick Liberty Mutual Claims: 1-800-362-0000 Crisis Management Expense Aggregate Limit: \$250,000
Cross Suits Exclusion	LCU 21 04 01 18	
Cyber Incident Exclusion	LCU 21 222 12 23	
Damage First Occurring Prior To Policy Period Exclusion	LCU 21 47 01 18	
Failure To Supply Exclusion	LCU 21 02 01 18	
Firearms Exclusion - Schools	LCU 21 159 08 18	
Foreign Liability Limitation	LCU 24 09 09 19	
Fungi or Bacteria Exclusion (Legionella Bacterium Excluded)	LCU 21 203 11 22	
Health Occupation Training - Student Professional Liability Coverage Limitation	LCU 04 27 02 20	

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Note: Endorsement numbers listed above may be replaced with/or used in conjunction with State Specific endorsements. The forms listed on this proposal are not all inclusive of the forms that will be included in the published policy.

TRIA: See the Terms & Conditions section for a list of endorsements that will be added to your policy depending on whether TRIA is accepted or rejected.

Umbrella

Forms & Endorsements

Form Name	Form Number	Fill-Ins
Kentucky Changes - Cancellation And Nonrenewal	LCU 02 10 01 18	
Kentucky Notice to Policyholders (when KY surcharge on policy)	EN 90 09 01 10	
Lead Exclusion	LCU 21 122 01 18	
Liberty Mutual Group Privacy Notice	SNI 04 01 06 24	
Non-Cumulation Of Liability (Same Occurrence)	LCU 25 09 01 18	
Occurrence - Resulting Property Damage	LCU 29 17 02 20	
Participating Provision	LIL 90 05 06 13	
Personal and Advertising Injury Redefined - Definition of Publication	LCU 29 19 04 22	
Policyholder Disclosure Terrorism Risk Insurance Act	SNI 90 02 01 20	
Public Entity Immunity And Tort Cap Preservation	LCU 22 04 01 18	
Punitive Damages Related To A Certified Act Of Terrorism Exclusion	LCU 60 06 01 18	
Schedule of Forms and Endorsements	LCS 00 16 10 23	
School Amendatory Endorsement	LCU 04 20 02 20	
School Law Enforcement Professional Liability Coverage Limitation (Claims-Made)	LCU 04 22 02 20	Claims-Made Inception Date: 07-01-2006 Retroactive Date: 07-01-2006

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Note: Endorsement numbers listed above may be replaced with/or used in conjunction with State Specific endorsements. The forms listed on this proposal are not all inclusive of the forms that will be included in the published policy.

TRIA: See the Terms & Conditions section for a list of endorsements that will be added to your policy depending on whether TRIA is accepted or rejected.

Umbrella

Forms & Endorsements

Form Name	Form Number	Fill-Ins
School Leaders Errors And Omissions Liability Coverage Limitation (Claims Made)	LCU 04 19 12 22	Claims-Made Inception Date: 07-01-1998 Retroactive Date: 07-01-1995
Schools-Unlawful Discrimination Limitation	LCU 04 38 04 22	
Sexual Misconduct Liability Coverage Limitation	LCU 04 13 07 21	
Silica Or Silica-Related Dust Exclusion	LCU 21 19 01 18	
Total Pollution Exclusion	LCU 26 01 01 18	
Trampoline Exclusion	LCU 21 106 01 18	
Underlying Coverage Requirement For Certified Acts Of Terrorism	LCU 60 01 01 18	
Violation of Law Addressing Data Privacy Exclusion	LCU 21 223 12 23	

Note: Endorsement numbers listed above may be replaced with/or used in conjunction with State Specific endorsements. The forms listed on this proposal are not all inclusive of the forms that will be included in the published policy.

TRIA: See the Terms & Conditions section for a list of endorsements that will be added to your policy depending on whether TRIA is accepted or rejected.

Estimated Exposures	Revenue		\$20,000
	Students		13,231
	Area		61
	Power Units		
		Light Trucks	52
		Private Passenger Type	6
		Passenger Transport	157
		Medium Trucks	2
		Heavy Trucks	0
		Extra Heavy Trucks	0
		Tractor	0
	Total:		217

The Liberty Mutual Advantage



Experience the Liberty Mutual Difference.

Industries evolve. Market conditions shift. Risks change. That's why you need the stable partnership of a global leader with strength in every corner. When you work with Liberty Mutual you can expect industry-leading coverages delivered by a team that is empowered to provide a superior experience. With experts in underwriting, risk control, claims, and more, we harness innovation to address your concerns at each touch point. Look to Liberty if you value long-term partnership and want a carrier with the expertise and stability to adapt as your business changes.

The Liberty Mutual Advantage

Financial Strength

Working with a Fortune 100 company, you get the advantage of more: more industry-leading resources and deeper expertise in more areas, including outstanding access to quality care and powerful return-to-work strategies and risk control strategies.

Industry Expertise

With 100+ years in business, we have deeply earned experience in your industry. At every touch point – from how we underwrite to how we manage claims – we have the experience you need. It's our business to know your business. Our experts understand the challenges you face and are ready to help mitigate risk at every level.

A Superior Customer Service Experience

Work with engaged, responsive professionals, from onboarding to claims management. We collaborate constantly to ensure your program is designed and operating for optimal results. We back this with technologies that maximize agility and efficiency – plus the steadfastness of an established partner. Count on us to stay focused on you.

Industry-leading Claims Handling

Our specialized approach leads to better outcomes and a better overall experience. Superior claims experience enabled by unparalleled focus on exceptional people, innovation and harnessing data to put your business ahead.

Advanced Risk Control and Engineering*

We can help lower your total cost of risk by providing access to resources that can help you identify exposures and practical ways to mitigate them. You benefit from relevant insights and practical programs that address your areas of greatest loss, such as workplace injuries, product recalls, and property damage.

*Our risk control services are advisory only. We assume no responsibility for management or control of customer safety activities nor implementation of recommended corrective measures.

Services

Providing you with a great experience is important to us. Here are some of the services that you'll receive when you join us:

Account Management Services

- Designated Account Management Team
- Seamless onboarding to Liberty Mutual
 - o Policy number assignment and signature documents
 - o Claim intake procedures
 - o Policy issuance
 - o Quick action on state reporting and posting notices
 - o Set up and training for Liberty Mutual's online portal and Risk Management Information System
- Facilitation/Navigation of a smooth claims experience by quickly addressing questions and resolving issues

Claims Services

- 24 Hour Emergency Claims Service Center
- 24 Hour Claim Reporting – Internet & Telephonic
- Claimant and Customer contact on Liability Bodily Injury claims in 1 business day
- Injured Worker, Employer, and Medical Provider contact on WC Indemnity claims
- Claims Acknowledgements within 24 hours
- Comprehensive Liability and/or Compensability Investigations
- Customer Specific Location Coding for WC
- Designated National Claims Service Teams
- Notification of relevant claims team changes
- Fraud Investigations and Handling
- Index Bureau Reporting
- On-line Medical Provider Referral Service
- Catastrophic Case Management Unit available for WC when referral is needed
- Second Injury Fund Recovery for WC
- Notification of reserve changes equal to or exceeding \$20,000
- Notification of settlements equal to or exceeding \$20,000

Litigation Management Services

Liberty Mutual reserves the right to retain and direct legal counsel:

Liberty Mutual Staff Counsel or Managed Panel Counsel will be used unless otherwise directed by Liberty Mutual or agreed upon.

A Defense Cost Containment fee (3.2% of paid) will be charged when any non-Liberty Mutual Staff Counsel is retained.

Services

Risk Control Services

On-demand Risk Control resources including:

- Risk Control Consulting Center
- Access to comprehensive safety and health resources through Liberty Mutual SafetyNet (an online destination for safety tools, training, and resources)

Technology Services

- Access to Liberty Mutual's online portal to include:
 - o Account and billing information
 - o Risk control services and medical providers
 - o Reporting and tracking claim activity through RISKTRAC
- Access to RISKTRAC, Liberty Mutual's Risk Management Information System
 - o View adjuster claim notes and monitor activity
 - o Create watch lists to keep track of important claims
 - o Set alerts to be notified of reserve and payment activity

Please speak with your Underwriter if additional services are needed.

Terms & Conditions

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

This proposal may vary from your original request for coverage. Please review the proposal carefully for any variances. The terms, conditions and premiums included in this proposal contemplate the sale or renewal of all the quoted insurance lines. Electing to buy or renew only some of the lines of coverage may result in changes to the terms, conditions and premiums of the remaining insurance lines.

We are willing to provide only the coverage described by this document. This document is a proposal to provide coverage based solely on these specifications. We will not be bound or obligated by proposals, specifications, or requests prepared by any other party. Further, this coverage is not bound until expressly accepted, in writing, by a Liberty Mutual Insurance employee who is authorized to bind these coverages. Finally, this document is not a policy of insurance. Coverage will be determined by the terms and conditions of the policy or policies issued by us. This document was created and distributed to you solely for information purposes only. You must look to and rely upon the full terms and conditions of the policy to determine the nature and extent of coverage.

To learn more about Liberty Mutual's privacy policy, go to libertymutual.com/privacy

This proposal and any policy or contract that may be issued pursuant to this proposal, is based on the information you or your authorized representative provided regarding named and additional insureds. In the event that individuals, entities, vessels or countries that have a direct or indirect interest in the quoted insurance coverage are subject to U.S. or foreign financial sanctions laws, or appear on any domestic or foreign list of persons with whom we are prohibited from doing business or conferring financial benefit, Liberty Mutual Insurance reserves the right to amend this proposal or to withdraw it in its entirety; and, in the event a policy of insurance or a contract for other benefits is issued by us prior to or after learning that any subject persons or entities appear on the prohibited list, or otherwise are identified in connection with an economic sanctions program, Liberty Mutual Insurance reserves the right to declare any such issued policy or contract null, void and without legal or binding effect, such voiding to be effective from the otherwise effective date of such issued policy or contract and regardless of whether any circumstance has arisen, or there has been an occurrence since such issuance that would be material to the duties and responsibilities set forth in such policy or contract.

Terms & Conditions

Property: Offer of Coverage for "Certified Acts of Terrorism"

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

You can elect to:

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

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

Please refer to the Terrorism Insurance Premium Disclosure within this proposal and return the completed Terrorism Coverage Election Form to the Liberty Mutual Underwriting Team listed in the insurance proposal.

Quote Stipulations

We reserve the right, but are not required, to inspect any location insured hereunder. This proposal is subject to favorable inspections and compliance with any recommendations made as a result of such inspections. We stress that inspections are not made for life safety, but for the sole purpose of our property underwriting. Not all hazards and conditions are evaluated. It is not to be inferred from our visits that all hazards are under control nor that the properties and operations are safe or healthful or are in compliance with laws, rules, or regulations.

We have provided a draft property policy to help you make an informed decision regarding your insurance needs, but it is for informational purposes only and is not a final policy of insurance. Your coverage will be determined only by the terms and conditions of a final policy and not by the linked draft policy.

A properly executed SOV and, if applicable, Loss of Income Worksheet must be received within 30 days of binding. Additional premium may be required at that time.

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

If the Named Insured's signature is required for any of the policies or coverages included in this proposal, they must be signed by the proposed Named Insured and returned to us by the effective date of the policy, or within 30 days of receipt, whichever is later. Failure to execute and return any required signature documents within the specified time frame may result in withdrawal of the proposed payment plan, or cancellation or rescission where allowed by law, and/or coverage changes and corresponding premium increase(s) required by law as a result of not having signed forms.

Services

Terms & Conditions

These services are provided during the effective period, unless otherwise specified. Services will convert to our standard claims and other services, except as otherwise agreed in writing or stated below, if:

- 1) all of the policies described, including any renewals and rewrites of those policies, are cancelled or non-renewed by you or by us,
- 2) losses are projected to exceed a rating plan maximum, or
- 3) you become insolvent or file for bankruptcy.

We may modify our standard services at any time without notice.

Claim Service Definitions

Notification: the formal act of alerting the customer/broker when a specific claim action is taking place. Specific actions can include but are not limited to Nurse Case Manager, Field Investigation, Surveillance, Third Party, Reserves and Settlement. No response from customer is required in order for Claims to proceed with their action plan.

Risk Control Services

Our risk control service is advisory only and does not include:

- Providing for the health and safety of your employees or the public
- Managing or controlling your safety activities or implementing recommended corrective measures
- Identifying all hazards
- Warranting that requirements of any federal, state, or local law, regulation, or ordinance have or have not been met.

To order a jurisdictional inspection contact LMEBInspections@libertymutual.com or 877-526-0020.

Regulatory Service Requirements

After the effective date of this policy, we may be required to provide certain services (e.g., managed care) or to re-classify/re-code certain services - under the policy in accordance with filed rating and statistical plans. If this happens, we will align the charges with the filed rating and statistical plans (e.g., medical loss, indemnity loss, allocated loss adjustment expense, or unallocated loss adjustment expense).

Terms & Conditions

Risk Management Information Systems (RMIS)

You will have access to certain claims information ("DATA") from the electronic data processing files of the member companies of the Liberty Mutual Insurance. This DATA pertains to claims made against some of the insurance policies or claims service agreements issued to you by our member companies through the risk management information systems (collectively "RMIS").

Access to DATA or media is based on your ongoing acceptance of the terms and conditions listed on the portal used to access RMIS, as well as the following:

- We do not warrant that operation of the RMIS or the DATA provided will be error-free. We make no warranties, express or implied, and further, we DISCLAIM THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- You understand and agree that the limit of our liability for any cause of action arising from, or related in any way to RMIS and/or DATA, is for direct damages only. We are not liable to you for any indirect, consequential, punitive, or special damages of any kind or nature.

To the extent that we provide DATA to you through RMIS and/or through any other means or media otherwise, the following terms shall apply:

a. We and you (the "Parties") shall comply with all laws and regulations governing the confidentiality, security, transmission, retransmission, copying, disclosure, and use of information pertaining to individuals, including but not limited to any medical information or non-public information as individually identifiable medical information and non-public, protected personal information of persons as defined in applicable law or regulation.

b. Access to RMIS is restricted to employees for whom the applicable subscription fees have been paid. You shall restrict access to RMIS and DATA to those employees who may lawfully access and use such information unless they agree otherwise in writing.

c. You shall instruct all employees accessing RMIS and DATA with regard to the obligations imposed under paragraphs a. and b. and ensure that your employees fully comply.

Each party agrees to defend, indemnify, and hold harmless the other party and its officers, directors, subsidiaries, affiliates, and employees from and against any third-party claims* that the party seeking indemnification may suffer or incur that arises out of:

- Any allegation that the other party's possession of or access to DATA violates any statute or regulation
- Any allegation that the other party's treatment or use of any DATA including, by way of example and not limitation, the transmission, retransmission, communication, or other publication of such DATA, was negligent, grossly negligent or intentionally improper
- The other party's breach of any representation or other obligation arising under this agreement with regard to DATA or RMIS

*Claims collectively refers to losses, damages, suits, fees, judgments, costs, and expenses, including reasonable attorneys' fees, made by the directors, officers, and employees of the party responsible for indemnification.

Terms & Conditions

The party seeking indemnification will:

- Promptly let the other party know in writing of any claim for which it is seeking indemnification
- Forward to the other party all documents in its possession related to the matter

Failure to provide prompt notice of a claim for indemnification will not prevent the party's claim for indemnification unless the other party is negatively impacted.

With regard to DATA and RMIS provided according to this section, your obligations and ours will survive indefinitely regardless of the termination of our partnership, any insurance policy, this or any other agreement between the parties.

Broker/Third-Party Access

If you want to extend access to RMIS and/or DATA to your broker/consultant or any third party, they must enter into a separate agreement with us that includes the terms and conditions of such access

New Mexico Limitation Of Uninsured/Underinsured Motorist Coverage

On October 4, 2021, the New Mexico Supreme Court issued an opinion titled *Crutcher v., Liberty Mutual Insurance Company et al* (No. S-1-SC-37478). As a result of the Court's decision, we are required to provide the following clarification of the limitation of Uninsured/Underinsured Motorist Coverage (UM/UIM). In the event of a loss from a motor vehicle accident in which the total reimbursement you receive from the other parties' insurance policies is equal to or in excess of your UM/UIM limit, you may not have any UIM coverage available to you.

An Underinsured Motorist is NOT simply a motorist who does not have sufficient insurance coverage to pay for all of your injuries and/or damages. Rather, an Underinsured Motorist is an operator of a motor vehicle for which the sum of the Limits Of Liability under all bodily injury liability insurance applicable at the time of the accident is less than the Limits Of Liability under all Uninsured/Underinsured Motorist Coverage applicable to you. This means that if you have the same amount of Underinsured Motorist Coverage that an at fault driver carries in liability limits, you may not have any Underinsured Motorist Coverage available to you. For example, if you receive \$25,000 in liability bodily injury benefits from an at fault driver and you have \$25,000 per person in UM/UIM Coverage available to you under your own or someone else's policy, you may not receive any benefits for UIM Coverage under the Policy because that driver would most likely not be an Underinsured Motorist. Similarly, if you received \$50,000 in liability bodily injury benefits from the at fault driver and you have a total of \$50,000 per person in UM/UIM Coverage available to you under your own or someone else's policy, you may not receive any benefits for UIM Coverage under your policy(ies) because that driver would most likely not be an Underinsured Motorist. This is because under New Mexico law, Underinsured Motorist Coverage pays the 'gap' between the at fault driver's liability insurance limits and the limits of Underinsured Motorist Coverage available to you. It does not pay the 'excess' of damages you suffer that are above the at fault driver's liability limits – only the difference between that person's liability limits and the limits of all Underinsured Motorist Coverage available to you, if there is any difference.

Please note that the above example applies only to situations involving UIM coverage and not UM coverage.

Therefore, it is very important to consider this when selecting UM/UIM coverage limits.

Terms & Conditions

Umbrella Terrorism Risk Insurance Act, Including all Amendments, ("TRIA" or the "Act")

If you ACCEPT TRIA: The following endorsements will be added to your policy:

Underlying Coverage Requirement for Certified Acts of Terrorism - LCU 60 01

Cap on Losses from Certified Acts of Terrorism - LCU 60 04

Punitive Damages Related to a Certified Act of Terrorism Exclusion - LCU 60 06

Punitive Damages Related to a Certified Act of Terrorism Exclusion - LCU 60 10
(This endorsement applies only in Arkansas.)

If you REJECT TRIA: The following endorsement will be added to your policy:

Certified Acts of Terrorism Exclusion - LCU 60 05

Please note TRIA does not apply to Commercial Automobile.

Umbrella Important Considerations:

Please read this proposal carefully, as the terms and conditions may differ from those in the submission.

We reserve the right to amend premium, terms & conditions or withdraw the proposal if underlying carriers, pricing or terms change. All underlying carriers must be rated A- V or better by A.M. Best.

Underlying policy numbers must be received upon binding for policy issuance.

The Terrorism Risk Insurance Act offer letter is included in this document.

Copies of all non-Liberty Mutual underlying policies must be received within 60 days of binding.

To learn more about Liberty Mutual's privacy policy,
go to: <https://www.libertymutualgroup.com/about-lm/corporate-information/privacy-policy>

Terrorism Insurance Premium Disclosure

This notice contains important information about the Terrorism Risk Insurance Act and its effect on your policy. Please read it carefully.

The premium charge for coverage for "Certified Acts of Terrorism" will appear in this Proposal as a separate line item charge. If you choose to accept this proposal, you will have the opportunity to reject this coverage and premium charge. This offer applies to all lines except Workers Compensation, Crime, Professional Liability and Commercial Automobile.

The Terrorism Risk Insurance Act

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

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

Mandatory Availability of Coverage For "Certified Acts of Terrorism"

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

A "certified act of terrorism" means:

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

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