



Proposal for Insurance Services

Lexington-Fayette Urban County Government

Presented By:
William Milward

Effective:
July 1, 2023 – July 1, 2024

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Marsh & McLennan Agency Client Service Team

Marsh & McLennan Agency LLC

360 East Vine Street
 Lexington, KY 40588
 Phone: 859-254-8023
 Fax: 859-254-8020

| Insurance Placement Administration | |
|---|--|
| Producer: William Milward, CIC Senior Vice-President | Phone: 859-244-7628 Email: Will.Milward@MarshMMA.com |
| Account Manager: Brenda S Stickrod AAI Sr. Account Manager | Phone: 859-244-7684 Email: Brenda.Stickrod@MarshMMA.com |
| Marketing Leader: Susan Cook, CPCU | Phone: 859-244-7635 Email: Susan.Cook@MarshMMA.com Mobile: 502-338-3155 |
| Consultative Claims Services | |
| Regional Claims Director: Angela Lee Senior Vice President | Phone: 770-295-1018 Email: Angela.Lee@MarshMMA.com |
| Claims Representative: Kate McAllister Claims Analyst | Phone: 859-244-7623 Email: Kate.McAllister@MarshMMA.com |

Premium Summary and Comparison

| Policy | Expiring Premium | Proposed Premium |
|--|-----------------------|---|
| Property | \$646,836.00 | \$774,752.00* |
| Commercial General Liability | \$105,456.00 | Included in total below |
| Commercial Automobile | \$221,394.00 | Included in total below |
| Public Officials and Employment Practices Liability | \$106,944.10 | Included in total below |
| Law Enforcement Liability | \$66,136.93 | Included in total below |
| Excess Liability | \$116,588.00 | Not quoted due to increased limits in underlying policies |
| Safety National Excess Liability Total Premiums | \$616,519.03 | \$645,856.00 |
| Excess Liability (\$5M x \$5M) | \$387,346.04 | \$421,889.65 |
| Excess Workers' Compensation | \$436,994.00 | \$491,845.00 |
| Aviation | \$36,868.91 | \$46,310.86 |
| Pollution Legal Liability | \$24,427.21 | \$26,337.73 |
| Cyber Liability | \$85,644.00 | \$77,255.28 |
| Program Total | \$2,234,635.19 | \$2,484,246.52 |

No coverage is provided by this summary. Coverage conditions are highlights only and are subject to exclusions and additional terms as stated within the policy. Not all exclusions, terms and conditions are shown. If there are any differences between the policy and the proposal, the policy prevails. For details of coverage, refer to policy forms, terms and conditions.

**Includes estimated taxes, subject to change based on allocation of premium to specific locations by AFM at policy issuance.*

Material Changes in Terms and Conditions

| Coverage | Expiring Program | Proposed Program |
|---|--|--|
| Commercial Property | - \$10,000,000 Combined Business Income (including Rental Income) and Extra Expense Sublimit | - \$10,000,000 Extra Expense Sublimit - \$1,000,000 Gross Earnings Sublimit - \$1,000,000 Gross Profits Sublimit - Rental Income is now excluded |
| Commercial General Liability | Limits: \$2,000,000 each occurrence/\$4,000,000 Gen. Agg./\$4,000,000 Products-Completed Ops.Agg. \$2,000,000 Each Employee /\$4,000,000 Aggregate Employee Benefits Liability | Limits: \$5,000,000 each occurrence/\$5,000,000 Gen. Agg./\$5,000,000 Products-Completed Ops.Agg. \$5,000,000 Each Employee/\$5,000,000 Aggregate Employee Benefits Liability |
| Commercial Auto | \$2,000,000 Combined Single Limit Each Occurrence | \$5,000,000 Combined Single Limit Each Occurrence |
| Public Officials and Employment Practices Liability | Limits: \$2,000,000 Each Wrongful Act \$2,000,000 Aggregate | Limits: \$5,000,000 Each Wrongful Act \$5,000,000 Aggregate |
| Law Enforcement Liability | Limits: \$2,000,000 Each Wrongful Act \$2,000,000 Aggregate | Limits: \$5,000,000 Each Occurrence \$5,000,000 Aggregate |
| Excess Liability | \$3,000,000 Limit Shared by all underlying coverages: CGL, Auto, Public Officials/EPL, Law Enforcement. | No Excess due to increased limits on the primary policies. General Liability Products-Completed Ops. Agg and General Agg. Limits when combined with the Excess policy are \$2,000,000 lower than expiring. |
| Excess Workers' Compensation | Limits: \$2,000,000 Each Occurrence \$2,000,000 Aggregate | Limits: \$5,000,000 Each Occurrence \$5,000,000 Aggregate |
| Aviation | No deductibles | \$5,000 In Motion Deductible \$5,000 Ingestion Deductible \$500 Equipment Deductible |

The above is not inclusive of all material changes in terms and conditions. Please refer to your policies for a complete list.

Program Subjectivities

| Policy | Subjectivity Terms |
|--|--|
| Commercial Property | Signed TRIA acceptance / rejection form. |
| Public Entity Excess Liability (Safety National) | <ol style="list-style-type: none"> 1. Signed TRIA acceptance / rejection form. 2. Binding is contingent upon binding Excess Workers' Compensation with Safety National. |
| Excess Workers' Compensation | Binding is contingent upon binding other lines of coverage quoted by Safety National |
| Excess Liability (Gemini) | Signed TRIA acceptance / rejection form. |
| Pollution Legal Liability | <ol style="list-style-type: none"> 1. Resign Chubb Environmental application (closer to the effective date) 2. Signed TRIA disclosure form, only if rejecting TRIA coverage (rejected in 2022) 3. Provide additional details/status regarding CWA violations for both West Hickman and Town Branch WWTPs. |
| Cyber | <p><u>Crum & Forster</u>: Completion of Cyber Ready call with the C&F Cyber Solutions Team withing 15 days of binding.</p> <p><u>Berkley CyberRisk</u>: If choosing the Berkley option LFUCG will decide re: Social Engineering:</p> <ul style="list-style-type: none"> • \$50,000 limit <i>with no</i> verification exclusion • \$150,000 limit with verification exclusion |

Named Insured Schedule

Named Insureds listed below may not apply to all coverages depending upon their insurable interest. Special care must be taken to insure all legal entities of your business, including any LLC (Limited Liability Corporation), JV (Joint Venture), and Partnerships. Many insurance policies do not cover these entities unless they are specifically named on the policy. It is important to notify your agent if an entity is formed during the policy term. Let us know if one of your entities is not listed below.

Lexington-Fayette Urban County Government

Schedule of Locations

| Loc # | Address | City | State | Zip Code |
|-------|--------------------------------------|-----------|-------|----------|
| | Refer To Statement of Values On File | Lexington | KY | 40507 |

Additional Interests

Policy Term: 7/1/2022 to 7/1/2023
Insurer: Affiliated FM Insurance Company

| Coverage | Effective Date | Expiration Date | Company | Policy Number |
|----------|----------------|-----------------|---------------------------------|---------------|
| Property | 07/01/2023 | 07/01/2024 | Affiliated FM Insurance Company | 1100894 |

| Name | Address | Interest Description |
|---|---|----------------------|
| Commonwealth of Kentucky's Administrative Office of the Court | 1001 Vandalay Drive Frankfort , KY 40601 | Mortgagee |
| LFUCG Public Facilities Corporation | 200 East Main Street Lexington , KY 40507 | Mortgagee |
| US Bank; Global Corporate Trust Services | One Financial Square Louisville , KY 40202 | Mortgagee |
| Bank of New York Mellon Trust Company, N.A. | 614 West Main Street, Suite 2600 Louisville , KY 40202 | Loss Payee |
| Art's Rental Equipment, Inc. | 215 East Sixth Street Newport , KY 41071 | Loss Payee |
| Lenovo Financial Services % Insurance Service Center | PO Box 202133 Florence , SC 29502 | Loss Payee |

Additional Interests

Policy Term: 7/1/2022 to 7/1/2023
Insurer: Safety National Casualty Corporation

| Coverage | Effective Date | Expiration Date | Company | Policy Number |
|-------------------|----------------|-----------------|--------------------------------------|---------------|
| General Liability | 07/01/2023 | 07/01/2024 | Safety National Casualty Corporation | GL6676307 |

| Name | Address | Interest Description |
|---|---|--------------------------------|
| NFL Properties LLC, NFL Ventures LP, the Nat'l Football (Contd) | 280 Park Avenue New York , NY 10017 | Additional Insured |
| Columbia Gas of Kentucky Inc | 200 East Main Street Lexington , KY 40507 | Additional Insured |
| Cellco Partnership, A Delaware General Partnership dba Verizon | Wireless; One Verizon Way, Mail Stop 4AW100 Basking Ridge , NJ 07920 | Additional Insured |
| CSX Transportation Inc | 500 Water Street J-180 Jacksonville , FL 32202 | Additional Insured |
| Fayette County Board of Education | 1126 Russell Cave Road Lexington , KY 40505 | AI - Manager/Lessor (CG 20 11) |

Commercial Property

Policy Term: 7/1/2023 to 7/1/2024
Insurer: Affiliated FM Insurance Company
AM Best Rating: A+, XV, January 27, 2023

LIMITS

| Description | Coverage Amount | Valuation Basis | Coinsurance Percentage | Cause of Loss Form | Deductible |
|---|-----------------|------------------|------------------------|--------------------|------------|
| Blanket Combined Building Personal Property and Business Interruption | \$500,000,000 | Replacement Cost | None | Special | \$250,000 |

Total Insured Values: \$1,239,875,064 (refer to statement / schedule of values)

SCHEDULE OF SUBLIMITED LOCATIONS

1265 Manchester Street, Lexington, KY

| Description | Coverage Amount | Valuation Basis | Coinsurance Percentage | Cause of Loss Form | Deductible |
|---------------|-----------------|------------------|------------------------|--------------------|------------|
| Real Property | \$675,000 | Replacement Cost | None | Special | \$250,000 |

Deductibles (per occurrence)

| | |
|------------------------|--|
| Boiler and Machinery | \$100,000 |
| Earthquake | \$250,000 |
| Fine Arts | \$100,000 |
| Flood | \$250,000, except \$500,000 per location for the following locations: - 1760 McGrathiana Parkway, Lexington, Kentucky, 40511-1270 - 2500 Bowman Mill Road, Lexington, Kentucky, 40513-9702, - 335 Jimmie Campbell Drive, Lexington, Kentucky, 40504 - 219 East Third Street, Lexington, Kentucky, 40508-1827 - 689 Byrd Thurman Drive, Lexington, Kentucky 40510-9665 - 200 W Hickman Plant Rd, Nicholasville, Kentucky, 40356 - 3318 Buckhorn Drive, Lexington, Kentucky 40515 - 1104 Kilrush Drive, Lexington, Kentucky, 40504-1307 - 2401 Richmond Road, Lexington, Kentucky, 40502-1309 |
| Motor Vehicle Coverage | \$250,000 |
| Water Damage | \$250,000 |
| All Other Losses | \$250,000 |

Qualifying Periods:

The Company will not be liable for loss or damage unless the Qualifying Period below is exceeded. When the Qualifying Period is exceeded, the loss will be calculated beginning from the time of the loss or damage. The Qualifying Period for the following coverages are as follows:

| | |
|---|----------|
| Communicable Disease – Property Damage and Communicable Disease – Business Interruption | 48 hours |
| Data Restoration | 48 hours |
| Data Service Provider – Property Damage and Data Service Provider – Business Interruption | 48 hours |
| Off-Premises Service Interruption – Property Damage and Off-Premises Service Interruption – Business Interruption | 24 hours |
| Owned Network Interruption | 48 hours |

Property – Notable Sublimits

Policy Term: 7/1/2023 to 7/1/2024
Insurer: Affiliated FM Insurance Company
AM Best Rating: A+, XV, as of January 27, 2023

The coverage extensions and the additional coverages have limitations, are not in addition to policy limits, and are subject to certain conditions.

| Description | Amount |
|---|--|
| Accounts Receivable | \$10,000,000 |
| Animals Coverage | \$2,500,000 Not to exceed \$50,000 Per Animal |
| Arson or Theft Reward | \$100,000 |
| Attraction Property | \$100,000 |
| Boiler & Machinery | Policy Limit |
| Brand Protection | Policy Limit |
| Change of Temperature | \$100,000 |
| Civil or Military Authority | 30 days |
| Communicable Disease – Combined Property Damage and Business Interruption | \$1,000 annual aggregate, not to exceed 12 months |
| Contract Penalty Clause | \$100,000 |
| Crisis Management | \$100,000, not to exceed 30 days |
| Cyber Event | <ol style="list-style-type: none"> 1. \$1,000 annual aggregate for Data Restoration and Owned Network Interruption Combined 2. \$1,000 annual aggregate for Data Service Provider – Property Damage and Data Service Provider – Business Interruption combined 3. \$50,000 annual aggregate for loss or damage to stock in process or finished goods manufactured by or for the Insured caused by or resulting from Cyber event that impacts the processing, manufacturing, or testing of such property or while it is otherwise being worked on. |
| Data Restoration | \$50,000 annual aggregate |
| Data Service Provider- Property Damage and Data Service Provider - Business Interruption Combined | \$50,000 annual aggregate |

| | |
|--|---|
| Debris Removal | Policy Limit |
| Decontamination Costs | Policy Limit |
| Deferred Payments Coverage | \$100,000 |
| Demolition and Increased Cost of Construction | Policy Limit |
| Earth Movement | \$100,000,000 annual aggregate, not to exceed \$50,000 annual aggregate for Data Service Provider – Business Interruption, Data Service Provider – Property Damage, Errors and Omissions, Off-Premises Service Interruption – Business Interruption, Off-Premises Service Interruption – Property Damage, Supply Chain and Unnamed Property, combined |
| Errors and Omissions | \$10,000,000 |
| Expediting Expense | \$10,000,000 |
| Extended Period of Liability | 90 days |
| Extra Expense | \$10,000,000 |
| Fine Arts | \$5,000,000, not to exceed \$10,000 per item for irreplaceable fine arts |
| Flood - Six (6) specified locations per policy | <p>\$50,000,000 annual aggregate, not to exceed the following:</p> <ol style="list-style-type: none"> \$2,000,000 annual aggregate for the following locations, combined: <ul style="list-style-type: none"> - 1760 McGrathiana Parkway, Lexington, Kentucky, 40511-1270 - 2500 Bowman Mill Road, Lexington, Kentucky, 40513-9702, - 335 Jimmie Campbell Drive, Lexington, Kentucky, 40504 - 219 East Third Street, Lexington, Kentucky, 40508-1827 - 689 Byrd Thurman Drive, Lexington, Kentucky 40510-9665 - 200 W Hickman Plant Rd, Nicholasville, Kentucky, 40356 - 3318 Buckhorn Drive, Lexington, Kentucky 40515 - 1104 Kilrush Drive, Lexington, Kentucky, 40504-1307 - 2401 Richmond Road, Lexington, Kentucky, 40502-1309 \$50,000 annual aggregate for Data Service Provider - Business Interruption, Data Service Provider - Property Damage, Errors and Omissions, Off-Premises Service Interruption - Business Interruption, Off-Premises Service Interruption - Property Damage, Supply Chain and Unnamed Property, combined |
| Green Coverage | \$50,000 not to exceed 25% of the amount of the property damage loss |
| Gross Earnings | \$1,000,000, not to exceed 30 days for ordinary payroll |
| Gross Profits | <p>\$1,000,000, not to exceed the following:</p> <ol style="list-style-type: none"> 12 months 30 days for ordinary payroll |

| | |
|--|--|
| Ingress/Egress | \$1,000,000 |
| Land and Water Clean Up Expense | \$500,000 annual aggregate |
| Leasehold Interest | \$10,000,000 |
| Locks and Keys | \$100,000 |
| Logistics Extra Costs | \$100,000 |
| Miscellaneous Equipment | \$10,000,000 |
| Money and Securities | \$500,000 |
| Motor Vehicle Coverage (Valuation is Actual Cash Value) | \$25,000,000 |
| Newly Acquired Properties | \$10,000,000 |
| Off-Premises Service Interruption – Property Damage and Off-Premises Service Interruption – Business Interruption combined | \$5,000,000 |
| Owned Network Interruption | Included in cyber event limit |
| Professional Fees | \$250,000 |
| Property Removed from a Location | Policy Limit |
| Protection and Preservation of Property – Business Interruption | Policy Limit |
| Protection and Preservation of Property – Property Damage | Policy Limit, not to exceed \$250,000 for security costs |
| Rental Income | NOT COVERED |
| Research and Development | NOT COVERED |
| Soft Costs | \$1,000,000 |
| Supply Chain | \$500,000 |
| Tax Treatment | \$100,000 |
| Tenants Legal Liability | \$100,000 |
| Transit | \$2,500,000, not to exceed \$250,000 for Business Interruption |
| Unnamed Property | \$10,000,000 |

| | |
|-----------------------------|---|
| Valuable Papers and Records | \$10,000,000, not to exceed \$10,000 per item for irreplaceable valuable papers and records |
| Traffic Control Equipment | \$10,000,000 |

Additional Exclusions:

1. Transmission and Distribution Systems Exclusion

Property Excluded is amended to include: transmission and distribution systems, except at a described location but not within the 1,000 feet extension provided by the Property Insured wording.

Special Terms and Conditions:

1. Miscellaneous Equipment

This Policy covers the following equipment:

Traffic Equipment, as per the descriptions and values located in the Traffic Equipment schedule on file with the Company.

The Company's maximum liability for any one loss under this Policy for each piece of Equipment will not exceed their respective limit(s) shown above per occurrence.

Miscellaneous Equipment Valuation: On property insured under this coverage, the loss amount will not exceed the actual cash value.

2. Pavement and Roadways Described Location

This policy is extended to cover insured property for Pavements and Roadways at a described location only.

3. Animals Coverage

Coverage provided by this policy is extended to include physical loss or damage to animals while at **described locations**.

PROPERTY EXCLUDED, item 2., is amended to: Growing Crops or standing timber.

Animals Coverage Exclusion: As respects Animals Coverage, the following additional exclusions apply:

This Policy excludes animal mortality, including any physical injury or death caused by other animals, unless directly caused by **named perils**.

Animal Coverage Valuation: On property covered under this coverage, the loss amount will not exceed the lesser of:

- a. The cost to replace the animal with a similar species of animal; or
- b. The value designated for the animal in the most recent statement of values submitted by the Insured; or
- c. The sub-limit for animals.

4. Historical Replacement Cost

LOSS ADJUSTMENT AND SETTLEMENT item L., Valuation, is amended to include:

With respect to buildings designated by a local, state, or federal authority to be of historical significance or of historical value, such rebuilding, repairing or replacement shall be with modern material, workmanship processes, technologies and designs, and shall not include the cost of re-creating outdated, archaic or antiquated materials, workmanship, processes, technologies, or designs, whether or not such cost otherwise would be covered under Section D.ADDITIONAL PROPERTY DAMAGE COVERAGE, Item 10., Demolition and Increased Cost of Construction.

5. United States Certified Act of Terrorism

As respects the United States, its territories and possessions and the Commonwealth of Puerto Rico, the definition of terrorism contained in DEFINITIONS is declared null and void and it is agreed that an event defined as a Certified Act of Terrorism under the terms of the SUPPLEMENTAL UNITED STATES CERTIFIED ACT OF TERRORISM ENDORSEMENT attached to this Policy shall be considered terrorism within the terms of this policy. Notwithstanding anything contained in this Policy to the contrary, this Policy provides coverage for direct physical loss or damage to insured property and any resulting Business Interruption loss, as provided in the Policy, caused by or resulting from a Certified Act of Terrorism only to the extent coverage is provided under the terms and conditions of the SUPPLEMENTAL UNITED STATES CERTIFIED ACT OF TERRORISM ENDORSEMENT attached to this policy. Any difference in limit between loss recoverable under the SUPPLEMENTAL UNITED STATES CERTIFIED ACT OF TERRORISM ENDORSEMENT and this Policy is not recoverable under this Policy.

6. Motor Vehicle Coverage

This policy covers:

- a) Motor vehicles;
- b) Trucks; and
- c) Trailers;

Licensed for highway use.

PROPERTY EXCLUDED, item 7., is amended to:

7. Motor vehicles owned by directors, officers and employees of the Insured

Motor Vehicle Coverage: On property insured under this coverage, the loss amount will not exceed the **actual cash value**.

Index of Forms:

| <u>Title</u> | <u>Form No.</u> | <u>Edition</u> |
|--|-----------------|----------------|
| Declarations Page | PRO DEC 4100 | 04/15 |
| Declarations | PRO S-1 4100 | 01/20 |
| All Risk Coverage | PRO AR 4100 | 01/23 |
| Supplemental United States Certified Act of Terrorism Endorsement | AFM 7312 | 06/21 |
| Kentucky Amendatory Endorsement | AFM 6504 | 04/15 |

Commercial General Liability

Policy Period: 7/1/2023 to 7/1/2024
Insurer: Safety National Casualty Corporation
AM Best Rating: A++, XV as of November 17, 2022

COVERAGE FORM:

Occurrence Form: Yes
 Claims Made Form: Yes – Employee Benefits Liability
 Retroactive Date: 07/01/2017

LIMITS

| Description | Coverage Amount |
|---|-----------------|
| General Aggregate | \$5,000,000 |
| Products/Completed Operations Aggregate | \$5,000,000 |
| Each Occurrence | \$5,000,000 |
| Fire Damage – Any One Fire | \$1,000,000 |
| Medical Expense – Any One Person | NO COVERAGE |

Self-Insured Retention: \$1,500,000 Each Occurrence

Occurrence Basis: Covers a loss caused by an occurrence that happened during the policy period, although the claim may be made after the policy expires.

Claims Made Basis: Covers a claim made during the policy period for a loss that happened after the retroactive date.

ADDITIONAL COVERAGES

| Description | Coverage Amount |
|--------------------------------------|-----------------|
| Employee Benefits – Annual Aggregate | \$5,000,000 |
| Employee Benefits – Each Employee | \$5,000,000 |

Scheduled Watercraft:

| |
|--------------------------|
| 2014 Lowe Boats R1160R |
| 2023 Inmar 430-ST-L-HD |
| 2023 Inmar 430-ST-L-HD |
| 1984 Fisher Aluminum 16' |
| 2018 Zodiac MK3GR |

FORMS APPLY TO GENERAL LIABILITY, EMPLOYEE BENEFITS LIABILITY, AUTOMOBILE LIABILITY, LAW ENFORCEMENT LIABILITY, PUBLIC OFFICIALS and EMPLOYMENT PRACTICES LIABILITY

| Schedule of Forms and Endorsements: | |
|--|---|
| PEERLL 00 00 12 22 | Public Entity Excess Retained Limits Liability Insurance Policy |
| PE 10 00 01 22 | Public Entity Excess Retained Limits Liability Insurance Policy Declarations |
| PE 116 00 01 22 | Kentucky Amendatory Endorsement |
| CP 99 03 05 19 | Commercial Policy Cover |
| PN 99 02 02 09 | Privacy Statement |
| IL P 001 01 04 | U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") Advisory Notice To Policyholders |
| IL 10 06 12 08 | Schedule of Forms and Endorsements |
| PE 001 00 12 22 | Additional Insured – Scheduled Contracts |
| PE 006 00 02 22 | Prior Acts Coverage (EBL) |
| PE 009 00 01 22 | Contractual Liability – Railroads (As Required by Written Contract) |
| PE 012 00 01 22 | Earlier Notice of Cancellation Provided By Us |
| PE 013 00 02 22 | Employee Benefits Liability Coverage |
| PE 020 00 01 22 | Scheduled Dams (Shillito Park and Wellington Park dams) |
| PE 022 00 01 22 | Scheduled Watercraft |
| PE 026 00 01 22 | Exclusion – Failure to Supply |
| Manuscript | Additional Insured Bodily Injury & Property Damage |
| Manuscript | Modified RICO Exclusion |

Business Automobile

Policy Period: 7/1/2023 to 7/1/2024
Insurer: Safety National Casualty Corporation
AM Best Rating: A++, XV as of November 17, 2022

LIMITS

| Description | Symbols | Limit or Deductible |
|---|---------|-----------------------------|
| Bodily Injury & Property Damage Liability | 1 | \$5,000,000 each occurrence |
| Uninsured / Underinsured Motorists | | Excluded |
| Personal Injury Protection | | Excluded |

| Symbol Definitions | | |
|--|--|--|
| 1. Any "Auto" | 5. Owned "Autos" Subject to No-Fault | 9. Non-Owned "Autos" Only |
| 2. Owned "Autos" Only | 6. Owned "Autos" Subject to a Compulsory Uninsured Motorists Law | 10. "See Definition" |
| 3. Owned Private Passenger "Autos" Only | 7. Specifically Described "Autos" | 11. "See Definition" |
| 4. Owned "Autos" Other than Private Passenger "Autos" Only | 8. Hired "Autos" Only | 19. Mobile Equipment Subject to Compulsory or Financial Responsibility or Other Motor Vehicle Insurance Law Only |

Self-Insured Retention: \$1,500,000 Each Occurrence

Notable Exclusions or Limitations:

- Liability from the use of Amphibious Vehicles
- Exclusion of Federal Employees Using Autos in Government Business

Public Officials & Employment Practices Liability

Policy Period: 7/1/2023 to 7/1/2024
Insurer: Safety National Casualty Corporation
AM Best Rating: A++, XV as of November 17, 2022

LIMITS

| Description | Limit |
|-------------------|-------------|
| Each Wrongful Act | \$5,000,000 |
| Annual Aggregate | \$5,000,000 |

Self-Insured Retention: \$1,500,000 Each Wrongful Act

Law Enforcement Liability

Policy Period: 7/1/2023 to 7/1/2024
Insurer: Safety National Casualty Corporation
AM Best Rating: A++, XV as of November 17, 2022

LIMITS

| Description | Limit |
|------------------|-------------|
| Each Occurrence | \$5,000,000 |
| Policy Aggregate | \$5,000,000 |

Self-Insured Retention: \$1,500,000 Each Occurrence

Excess Liability

Policy Period: 07/01/2022 to 07/01/2023
Insurer: Gemini Insurance Company/Berkley (Non-Admitted)
AM Best Rating: A+, XV as of June 8, 2022

LIMITS

| Description | Limit |
|---|-------------|
| Each Occurrence, Accident, Act or Claim | \$5,000,000 |
| Policy Aggregate (Auto Liability is not subject to the Aggregate) | \$5,000,000 |

SCHEDULE OF UNDERLYING

General Liability

Self-Insured Retention - \$1,500,000

| Each Occurrence | General Aggregate | Products & Completed Operations Aggregate | Personal & Advertising Injury | Employee Benefits – Annual Aggregate | Employee Benefits – Each Employee |
|-----------------|-------------------|---|-------------------------------|--------------------------------------|-----------------------------------|
| \$5,000,000 | \$5,000,000 | \$5,000,000 | \$5,000,000 | \$5,000,000 | \$5,000,000 |

Automobile Liability

Self-Insured Retention - \$1,500,000

| Bodily Injury & Property Damage - Combined Single Limit |
|---|
| \$5,000,000 |

Public Officials and Employment Practices Liability

Self-Insured Retention - \$1,500,000

| Each Wrongful Act | Aggregate Limit |
|-------------------|-----------------|
| \$5,000,000 | \$5,000,000 |

Law Enforcement Liability

Self-Insured Retention - \$1,500,000

| Each Occurrence Limit | Aggregate Limit |
|-----------------------|-----------------|
| \$5,000,000 | \$5,000,000 |

Employer's Liability

Self-Insured Retention - \$1,000,000

| Each Occurrence Limit | Aggregate Limit |
|-----------------------|-----------------|
| \$5,000,000 | \$5,000,000 |

Notable Exclusions or Limitations:

| | |
|----------------------|--|
| XFP 3000 04/20 | Berkley Public Excess Declarations Page |
| XFP 3002 04/20 | Berkley Public Excess Schedule of Forms and Endorsements |
| XFP 3003 08/22 | Schedule of Underlying Insurance |
| XFP 3001 02/20 | Berkley Public Entity Follow Form Policy |
| XFP 3004 09/20 | Signatures |
| XFP 3005 02/20 | Cap on Losses From Certified Acts of Terrorism |
| XFP 3006 02/20 | Exclusion of Certified Acts of Terrorism |
| XFP 3007 02/20 | Trade or Economic Sanctions Endorsement |
| XFP 3008 01/23 | Service of Suit Endorsement |
| XFP 3036 05/20 | Exclusion – Communicable Disease |
| IL P 001 01/04 | U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") Advisory Notice to Policyholders |
| LOSS Notice 01/23 | Loss Notice |

Excess Workers' Compensation

Policy Period: 7/1/2023 to 7/1/2024
Insurer: Safety National Casualty Corporation
AM Best Rating: A++, XV as of November 17, 2022

| Contract Terms | Specific Excess Only |
|---------------------------|---|
| Liability Period | 07/01/2023 – 07/01/2024 |
| Payroll Reporting Period | 07/01/2023 – 07/01/2024 |
| Payroll | \$220,163,167 |
| Manual Premium | \$3,706,016 |
| Standard Premium | \$3,706,016 |
| Self-Insured Retention | \$1,000,000 |
| Specific Limit | Statutory |
| Employers Liability Limit | \$5,000,000 per Occurrence \$5,000,000 Aggregate |
| Premium Rate | \$0.2234 |
| Deposit Premium | \$491,845 |
| Minimum Premium | \$442,661 |
| Pay Plan | Annual Payment |
| Audit Type | Voluntary |

*Quote expires 1 day after Payroll Reporting Period effective date for each Quote Option.

Endorsements

- Kentucky Mandatory Endorsement(s), If Applicable
- 0288 00 09 08 (XWC) Employers' Liability Per Occurrence & Aggregate Maximum Limits of Liability
- 0467 02 1105 (XWC) Employers' Liability Maximum Limit and Aggregate Maximum Limit of Indemnity
- 6000 00 0121 (XWC) Terrorism Risk Insurance Program Reauthorization Act Endorsement

Workers' Compensation Exposures

STATE: KY

| Class Code | Description | Exposure Amount |
|---------------|---|-----------------|
| 0106 | Tree Pruning, Spraying, Repairing, Trimming Or Fumigating & Drivers | \$241,627 |
| 4299 | Printing | \$110,658 |
| 5506 | Street or Road Construction: Paving or Repaving & Drivers | \$2,550,884 |
| 6306 | Sewer Construction--all Operations & Drivers | \$174,476 |
| 7580 | Sewage Disposal Plant Operation & Drivers | \$7,103,332 |
| 7590 | Garbage Works | \$1,357,227 |
| 7600 | Telecommunications Co. – Cable TV, or Satellite – All Other Employees & Drivers | \$901,877 |
| 7610 | Radio or Television Broadcasting Station-All Employees & Clerical, Drivers | \$794,771 |
| 7710 | Firefighters--not Volunteer & Drivers | \$55,683,200 |
| 7720 | Police Officers & Drivers | \$69,056,947 |
| 8380 | Automobile Service or Repair Center & Driver | \$3,217,753 |
| 8810 | Clerical Office Employees Noc | \$33,261,271 |
| 8820 | Attorney--all Employees & Clerical, Messengers, Drivers | \$1,782,532 |
| 8864 | Social Services Organization - All Employees & Salespersons, Drivers | \$5,236,652 |
| 8869 | Non-Specialty Day Camp | \$279,417 |
| 9015 | Building - Operation by Owner or Lessee | \$4,149,636 |
| 9102 | Parks NOC - All Employees & Drivers | 11,920,364 |
| 9403 | Garbage, Ashes or Refuse Collection & Drivers | \$8,922,819 |
| 9410 | Municipal, Township, County or State Employee NOC | \$13,154,048 |
| 9516 | Electronic Equipment – Installation Service, or Repair – Shop and Outside & Drivers | \$263,676 |
| Total Payroll | | \$220,163,167 |

Aviation Insurance

Policy Period: 07/01/2023 – 07/01/2024
Insurer: Westchester Fire Insurance Company (Non-Admitted)
AM Best Rating: A++, XV as of December 1, 2023

Location: The aircraft is based in Lexington, Kentucky.

Purpose of Use: All uses required by the “Named Insured”

Territory: While the Aircraft is in the United States of America (excluding Alaska), Canada or Mexico, or while the Aircraft is being transported between ports in the territory.

APPROVED PILOTS

The pilots who may fly the Aircraft are as listed below, provided that those pilots have all of the qualifications as shown and provided also that all pilots are property certified, rated and qualified under the current F.A.A. regulations which apply to the operation of the Aircraft.

| Named Pilots | |
|---|--|
| Any pilot approved by the Named Insured’s Chief Pilot or by his or her designee | |

SCHEDULE OF AIRCRAFT

| F.A.A. Number | Year | Make and Model | Aircraft Type | Total Seats Incl Crew |
|---------------|------|----------------|---------------|-----------------------|
| N911LP | 1968 | Bell OH-58C | R | 4 |
| N912LP | 1970 | Bell OH-58C | R | 4 |

LIABILITY COVERAGES

| F.A.A. Number | Each Occurrence Limit | Each Passenger Sublimits | Medical Pay Limit Per Person |
|---------------|-----------------------|--------------------------|------------------------------|
| N911LP | \$20,000,000 | Not Applicable | \$25,000 |
| N912LP | \$20,000,000 | Not Applicable | \$25,000 |

HULL COVERAGES AND DEDUCTIBLES

| F.A.A. Number | Amount of Insurance | Not in Motion Deductible | In Motion Deductible | Ingestion Deductible |
|---------------|---------------------|--------------------------|----------------------|----------------------|
| N911LP | \$375,000 | \$0 | \$5,000 | \$5,000 |
| N912LP | \$375,000 | \$0 | \$5,000 | \$5,000 |

AIRCRAFT ADDITIONAL EQUIPMENT AND DEDUCTIBLES

| F.A.A. Number | Amount of Insurance | Deductible |
|---------------|---------------------|------------|
| N911LP | \$809,885 | \$500 |
| N912LP | \$458,600 | \$500 |

EQUIPMENT SCHEDULE

| Description | Value |
|--|-----------|
| <u>Bell OH-58C / N911LP</u> | |
| L3 Harris WesCam MX-10 | \$447,898 |
| Augmented Reality Mapping System (Churchill) | \$169,250 |
| Macroblue computer touch screen 12" monitory (rated for vibration) | \$15,708 |
| GARMIN 530 aircraft radio and navigation system | \$15,000 |
| L-3 Lynx NGT-9000 Transponder (ADS-B in/out, real time weather & aircraft proximity) | \$6,800 |
| AVEO ENGINEERING positioning/navigation LED/strobe lighting system (exterior) | \$3,000 |
| TECHNOSONIC Radio – model TDFM-9000 series (UHF/VHF/800 capable police radio) | \$40,000 |
| TAIT radio – model TM9155 police radio | \$1,600 |
| GARMIN SL-40 aircraft radio | \$1,200 |
| TRAKKA A800 Searchlight | \$95,979 |
| SHADIN model AMS-2000 altitude management system | \$3,600 |
| JUPITUR DUAL AUDIO PANEL | \$9,700 |
| SPOT GEN3 – GPS Tracker | \$150 |
| <u>Bell OH-58C / N912LP</u> | |
| GARMIN Transponder model GTX327 | \$1,800 |
| PS ENGINEERING model PAC-24 audio panel (2) | \$4,000 |
| TAIT model TM9155 police radio | \$1,600 |
| GARMIN model SL-40 aircraft radio | \$1,200 |
| FLIR 8500 Ultra w/laser target designator (thermal imager) | \$450,000 |

CONDITIONS: Policy form: AC 101 (07/07) and AC 102 (11/98) which includes, inter alia, the following exclusion clauses:

War and Other Perils Exclusion Clause

Noise, Pollution and other Perils Exclusion Clause

The policy is also subject to the following:

AC 100 (05-22) Aircraft Policy - Jacket

AC 101 (07/07) Aircraft Policy - Declarations

AC 101S (07/07) Aircraft Policy - Schedule of Endorsements

AC 102 (11/98) Aircraft Policy - Provisions

AC 103 (11/98) Pilots Who May Fly The Aircraft

AC 107 (11/98) Passenger Voluntary Settlement Endorsement

- *Limit of Settlement \$250,000 Any One Passenger (including crew)*

AC 109 (11/98) Non-Owned Aircraft Liability Endorsement

- *Max seating (including crew): Twenty (20)*

AC 110 (11/98) War, Hi-jacking and Other Perils Exclusion Clause (Aviation)

AC 112A (02/08) Extended Coverage - War, Hi-Jacking and Other Perils Endorsement

MS-313446 (12/20) Amendment to Limits in Endorsement AC 1200 (Governmental Entity Limited Enhanced Coverage Endorsement)

- *Temporary Replacement Component Part Expense: \$500,000*
- *Maximum Daily Expense Limit: \$10,000*
- *Per Incident of Damage to the Aircraft Limit: \$375,000*
- *Spare Parts- Amount of Insurance Any One Location or Sending: \$500,000*
- *Spare Parts- Deductible Amount Each and Every \$1,000*
- *Personal Injury Annual Aggregate Limit: \$20,000,000*

AC 159 (11/98) Nuclear Risk Exclusion Clause

AC 160 (11/98) Aircraft Additional Equipment (See Equipment Schedule)

AC 161 (11/98) Date Recognition Exclusion Endorsement

AC 162 (11/98) Date Recognition Limited Coverage Endorsement

AC 165 (01/15) Amendment to Include Coverage for Certified Acts of Terrorism; Cap on Losses from Certified Acts of Terrorism

AC 167 (02/08) Extended Coverage - War, Physical Damage Coverage Endorsement (Aircraft Physical Damage Coverage)

AC 168 (11/03) Pollution Endorsement

AC 170 (01/15) Limited Terrorism Coverage Endorsement

AC 174 (02/05) Unearned Premium Insurance Endorsement

AC 178 (02/05) Volunteers Endorsement

AC 185 (02/05) Emergency Landing Endorsement

AC-KY (11/98) Cancellation Notification - Kentucky

ALL-21101 (11/06) Trade or Economic Sanctions Endorsement

IL P 001 (01/04) U.S. treasury Departments' Office of Foreign Assets Control ("OFAC") Advisory Notice to Policyholders

Pollution Legal Liability

Policy Period: 07/01/2023 – 07/01/2024
Insurer: Illinois Union Insurance Co. (Non-Admitted)
AM Best Rating: A++, XV as of December 1, 2023

COVERAGE FORM:

Occurrence Form: No
 Claims Made Form: Yes
 Retroactive Date: Landfill - 7/1/2014
 All Other - 7/1/2011

LIMITS

| Description | Limit | Self-Insured Retention |
|--|-------------|------------------------|
| Per Pollution Condition | \$1,000,000 | \$100,000 |
| Aggregate All Pollution Conditions or Indoor Environmental Condition | \$1,000,000 | |

Occurrence Basis: Covers a loss caused by an occurrence that happened during the policy period, although the claim may be made after the policy expires.

Claims Made Basis: Covers a claim made during the policy period for a loss that happened after the retroactive date.

Policy Form:

Policy Form: PF-44887b (08/18) Premises Pollution Liability Insurance Policy

Coverages

- A. Pollution Conditions or Indoor Environmental Conditions Coverage
- B. Transportation Coverage
- C. Non-Owned Disposal Site Coverage

Additional Terms and Conditions:

1. Premium is 25 % Minimum-Earned as of inception of the Policy
2. PF-44898a (01/17) Automatic Acquisition and Due Diligence (Fungi) Endorsement
 - a. 60 days
 - b. Additional premium schedule
 - i. Property Type: municipal buildings. A/P: \$250 (\$250 minimum)
 - ii. Property Type: vacant land/ green space. A/P: \$250 (\$250 minimum)

3. PF-55008 (03/21) Communicable, Infectious Or Contagious Diseases Exclusionary Endorsement
4. PF-44917a (03/20) Dedicated Defense Aggregate Limit Endorsement - \$500,000 Aggregate Sublimit
5. PF-46966 (09/15) Known Conditions Exclusion Amendatory Endorsement
6. PF-44957 (09/14) Notice of Cancellation Amendatory (Generic Time Frame) Endorsement - 90 days
7. PF-44967 (09/14) Premium Earn-Out (Staggered - One Year - Acceleration) Endorsement
8. PF-44968 (09/14) Prior Claims Exclusionary (Broad) Endorsement
9. PF-51286 (10/18) Schedule of Covered Locations Endorsement
 - Per SOV on file - retroactive date 7/1/2011
 - Hailey Pike Landfill - 4172/4253 Hedger Lane Lexington, KY - retroactive date 7/1/2014
 - Old Frankfort Pike Landfill- 1625/1631 Old Frankfort Pike Lexington, KY - retroactive date 7/1/2014
10. MS-326269.1 (05/21) Public Entity Coverage Amendatory (Sewage Backup) Endorsement
11. SL-34255a (01/16) Service of Suit Endorsement
12. ALL-21101 (11/06) Trade Or Economic Sanctions Endorsement
13. LD-5S23k (03/21) Signatures
14. SL-24685 (03/08) Kentucky Surplus Lines Notification
15. ALL-20887a (03/16) Chubb Producer Compensation Practices & Policies
16. ILP 001 01 04 U. S. Treasury Department's Office of Foreign Assets Control ("OFAC") Advisory Notice to Policyholders

Network Security (Cyber) & Privacy Liability

PRIMARY

Policy Term: 7/1/2023 – 7/1/2024
Insurer: Berkley Assurance Company (Non-Admitted)
AM Best Rating: A+ (XV) as of 5/16/2023
Form: Berkley Cyber Risk Protect - CYB 20221 (2/18)
Retroactive Date: Full Prior Acts

Named Insured: Lexington-Fayette Urban County Government

LIMITS

| Cyber Liability Coverages | Expiring <i>Crum & Forster</i> | Renewal <i>Crum & Forster</i> | Alt. Option <i>Berkley</i> |
|--|--|---|---|
| Aggregate Limit of Liability | \$2,000,000 | \$2,000,000 | \$2,000,000 |
| Breach Costs | \$2,000,000 | \$2,000,000 | \$2,000,000 |
| Cyber Liability | | | |
| Network Security & Privacy Liability | \$2,000,000 | \$2,000,000 | \$2,000,000 |
| Regulatory Liability and Defense | \$2,000,000 | \$2,000,000 <i>*Wrongful Collection Excluded</i> | \$2,000,000 <i>*\$1,000,000 for claims <u>not</u> alleging a Privacy Event</i> |
| PCI Fines and Assessments | \$2,000,000 | \$2,000,000 | \$2,000,000 |
| First Party Loss | | | |
| Data Asset Loss | \$2,000,000 | \$2,000,000 | \$2,000,000 |
| Business Interruption - Security Event | \$2,000,000 <i>Waiting Period: 18 Hours</i> | \$2,000,000 <i>Waiting Period: 12 Hours</i> | \$2,000,000 <i>Waiting Period: 12 Hours</i> |
| Business Interruption - System Failure | \$2,000,000 | \$2,000,000 | \$2,000,000 |
| Dependent Business Interruption | \$500,000 | \$1,000,000 | \$2,000,000 |
| Bricking (Computer Hardware Replacement Costs) | \$2,000,000 | \$2,000,000 | \$1,000,000 |
| Reputational Loss | \$2,000,000 | \$2,000,000 | \$2,000,000 |
| Cryptojacking | \$2,000,000 | \$2,000,000 | \$150,000 |
| Multimedia Liability | \$2,000,000 | \$2,000,000 | \$2,000,000 |
| eCrime Loss | | | |
| Social Engineering | \$250,000 | \$250,000 | \$150,000* |
| Fraudulent Funds Transfer | \$250,000 | \$250,000 | Not Included |
| Telephone System Fraud | \$250,000 | \$250,000 | \$150,000 |
| Invoice Manipulation | \$250,000 | \$250,000 | \$150,000 |
| Cyber Crime Loss | Not Included | Not Included | \$150,000 |
| Cyber Extortion Loss | \$1,900,000 | \$2,000,000 | \$2,000,000 |
| Cyber Extortion Coinsurance | 10% | None | None |
| Forensic Accounting Services | Not Included | Not Included | \$75,000 |

Coverage enhanced compared expiring

Coverage limited compared to expiring

*Commercial Crime Coverage is available to LFUCG, please inquire if interested.

| Notable Provisions | Expiring <i>Crum & Forster</i> | Renewal <i>Crum & Forster</i> | Alt. Option <i>Berkley</i> |
|---|---|---|---|
| Retention | \$100,000 | \$100,000 \$50,000 retention option available | \$150,000 \$250,000 retention option available |
| Indemnity Period (days) | | | |
| Business Interruption | 90 Days | 90 Days | 180 Days |
| Reputational Loss Event | 120 Days | 120 Days | 60 Days or until net profits restored |
| Full prior acts | Yes | Yes | Yes |
| Voluntary Shutdown | Included | Included | Included |
| Breach Response Outside the Limit | Yes - if panel vendors from insurer used | No | No |
| Policy Territory | Anywhere in the world except countries or states against which the United States has implemented trade or diplomatic sanctions. | Anywhere in the world except countries or states against which the United States has implemented trade or diplomatic sanctions. | Applies to Claims made, acts committed, or Loss occurring anywhere in the world. |
| Cyber Risk Solutions Services | <u>Post Loss:</u> Up to \$10,000 for consultant to improve/upgrade security and lesser of \$25,000/10% of covered claim costs incurred through covered event. <i>Part of, and not in addition to Limit of Liability</i> | <u>Post Loss:</u> Up to \$10,000 for consultant to improve/upgrade security and lesser of \$25,000/10% of covered claim costs incurred through covered event. <i>Part of, and not in addition to Limit of Liability</i> | <u>Pre-Breach:</u> Return premium equal to 10% of total annual premium approved security upgrades. <i>In addition to Limit of Liability</i> |
| Costs/Expenses to comply with injunctive/non-monetary relief for covered Claim Sublimit | \$2,500 | \$2,500 | Included in definition of Damages |
| Extended Reporting Period | 1 year - 100% of annual premium 2 years - 150% of annual premium 3 years - 175% of annual premium | 1 year - 100% of annual premium 2 years - 150% of annual premium 3 years - 175% of annual premium | 1 year - 75% of annual premium 2 years - 150% of annual premium 3 years - 200% of annual premium |
| Subsidiary Threshold | 15% | 15% | 20% |

| Crum & Forster - Cyber Endorsements | |
|-------------------------------------|---|
| Form Number | Form Title |
| CS 07 001 01 21 | Signature Page (Crum and Forster Insurance Company) |
| IL P 001 01 04 | U.S. Treasury Department's (OFAC) Advisory Notice to Policyholders |
| SOP CF 07 16 | Service of Process Clause (C&FS) |
| SC-TRIA-001 (08/20) | Disclosure Pursuant to Terrorism Risk Insurance Act |
| SC-END-001 (08/18) | Cap on Losses from Certified Acts of Terrorism |
| SC-END-091 (09/22) | Breach Costs Aggregate Limit Endorsement *New |
| SC-END-111 (07/22) | Choice of Law – NJ Endorsement *New Requires further discussion if option selected by LFUCG. |
| SC-END-114 (09/22) | Web Tracking Exclusion Endorsement *New |
| SC-END-113 (08/22) | Wrongful Collection Exclusion Endorsement *New |

| Berkley CyberRisk - Cyber Endorsements | |
|--|---|
| Form Number | Form Title |
| BAC-E906 (08/21) | Service of Suit |
| CYB000012 (02/18) | Reliance Upon Other Insurer's Application Endorsement |
| CYB000015 (12/18) | System Failure Business Interruption- Scheduled Outsourced Provider with Sublimit Endorsement - Any |
| CYB000019 (02/18) | Contingent Business Interruption- Blanket Outsourced Provider Endorsement |
| CYB000057 (02/18) | Media Endorsement |
| CYB000082 (12/20) | Telecommunication Fraud Coverage Endorsement - \$150,000 Limit |
| CYB000085 (02/18) | Cap on Losses From Certified Acts of Terrorism |
| CYB000113 (05/18) | BYOD Endorsement |
| CYB000119 (12/20) | Voluntary Shutdown Endorsement - Period of Restoration: 14 days |
| CYB000134 (12/20) | Cryptojacking Endorsement - \$150,000 Limit |
| CYB000136 (12/20) | Invoice Fraud Coverage Endorsement - \$150,000 Limit |
| CYB000155 (12/20) | Bricking Amended Endorsement - \$1,000,000 Limit |
| MS132 (12/20) | Amended Premier Protect Endorsement Forensic Accounting - \$75,000 Limit |
| MS260 03/23 | Social Engineering Validation Endorsement - <i>As a condition to Social Engineering Coverage, the following conditions must be met. Insured must verify the details of the instruction:</i> <ol style="list-style-type: none"> <i>with a person other than the person providing the instruction, using a telephone number previously on file for authentication,</i> <i>with a person other than the person providing the instruction, using an email address with a recognized company domain and previously on file for authentication; or</i> <i>using a unique authentication code, password, or security question.</i> <p><i>*Can be removed, will result in Social Engineering Limit decreased to \$50k. See subjectivities.</i></p> |
| MS69 (10/22) | Breach Counsel Retention Endorsement: Outside counsel - \$150,000 retention Counsel selected from Insurer's Panel - \$50,000 retention |
| Notice (01/15) | Policyholder Disclosure Notice of Terrorism Insurance Coverage |
| CYB000130 (12/20) | Data Protection Regulation – Regulatory Endorsement - \$1,000,000 Limit for Regulatory Claims which do not allege a Privacy Event |

Executive Summary – Cyber Liability

In preparation for **Lexington Fayette Urban County Government’s** July 1, 2023, Cyber Liability Renewal, a strategy session was conducted on March 22nd, 2023 to set appropriate goals and expectations. Summary comments below illustrate the results of such strategic effort.

| Highlights | Key Points |
|--|---|
| <p>Controls Positively Impacting Renewal Strategy</p> | <p>The significant investments into LFUCG’s security allowed for strong negotiations in the cyber insurance marketplace and did not go unnoticed by our carrier partners. All controls outlined below played a significant role in the positive outcome of this renewal:</p> <ul style="list-style-type: none"> • Password Management Solution purchased by Delinea (<i>update?</i>) • Email & Account Security controls: <ul style="list-style-type: none"> ○ Geo-blocked network access ○ 16-character passwords with common words/phrases excluded • OnBase document management system - encryption module enabled for documents containing sensitive information. • Incident Response plan in place in addition to ransomware tabletop exercise(s). • Backup procedures: <ul style="list-style-type: none"> ○ IBM’s Tivoli Enterprise backup solution ran daily consisting of copies of backups in disk pools/tapes with automated processes designed to facilitate this process. ○ Access to any/all backups located at Government Center DataCenter limited to authorized employees only. <p>Improvements/revisions to Wire Transfer policies/procedures in collaboration with the Secret Service following social engineering claim in August of 2022 allowed for minimized concern from alternative/approached carrier partners.</p> |
| <p>Competitive Renewal Terms</p> | <p>Comprehensive marketing effort and robust negotiations resulted in a competitive cyber liability alternative provided by Berkley CyberRisk. Should this option be selected, the result year over year would be a 9.8% decrease per expiring annual premium (-\$7,640), where ratable (revenue) increased 8% (\$349M vs. \$377M). Allowing for an overall rate decrease of 16.5%.</p> <ul style="list-style-type: none"> • Flat renewal option offered from incumbent Crum & Forster at \$78K. • Coverage remains inclusive of major insuring agreements & market competitive coverage. |
| <p>Berkley CyberRisk – Coverage Enhancements</p> | <p>Alternative cyber liability option offered by Berkley CyberRisk consists of multiple coverage enhancements, including:</p> <ul style="list-style-type: none"> • Dependent Business Interruption: 2M limit (<i>1M on incumbent</i>) • Cyber Crime Loss: \$150,000 (<i>previously not included</i>) |

| | |
|---|---|
| | <ul style="list-style-type: none"> • Period of Restoration (Bus. Interruption): 180 Days (<i>90 days on incumbent</i>) • Forensic Accounting Services: \$75,000 limit to assist in calculating business interruption costs/expenses (<i>previously not included</i>) • Policy Territory: anywhere in the world (<i>previously excluded covered events stemming from countries in which the U.S. has implemented trade or diplomatic sanctions.</i>) |
| Crum & Forster – Renewal Changes | <p>Multiple areas of coverage that had been restricted in past years have been restored to full limits or increased on the incumbent, Crum & Forster's, renewal option. Including:</p> <ul style="list-style-type: none"> • Dependent Business Interruption: increased to 1M (from 500K) • Cyber Extortion: Coinsurance removed, 2M limit • Waiting period: decreased to 12 hours (from 18 hours) <p>Restrictions in coverage:</p> <ul style="list-style-type: none"> • Web Tracking Exclusion added • Wrongful Collection Exclusion added • Breach Costs Aggregate Limit Endorsement Added – <i>removes policy language stating Breach Costs are in addition to aggregate limit of liability if vendors recommended by the insurer are selected.</i> |

Premium Summary and Comparison

| Carrier Options | Expiring Premium | Proposed Premium |
|---|------------------|-----------------------------------|
| Crum & Forster - Incumbent Option #1 (expiring): \$2M limit, \$100k retention Option #2: \$2M limit, \$50k retention | \$78,000 | \$78,000 \$82,000 +SLT/Fees |
| Berkley CyberRisk – <i>*New Alternative Option</i> Option #3: \$2M limit, \$150k retention Option #4: \$2M limit, \$250k retention | | \$70,360 \$59,908 +SLT/Fees |

SUMMARY ONLY

No coverage is provided by this summary. Coverage conditions are highlights only and are subject to exclusions and additional terms as stated within the policy. Not all exclusions, terms and conditions are shown. If there are any differences between the policy and the proposal, the policy prevails. For details of coverage, refer to policy forms, terms and conditions.

CLAIMS MADE

For Claims Made coverage, Cyber Liability coverage is generally limited to liability for Claims first made against Insureds during the policy period and conditioned upon notice being timely provided to the Insurer as required in each policy. See *notice and reporting* sections in respective policies for detail

Marketing Responses

| Insurer | Response |
|------------------|--|
| AIG | Would require underwriting call and ransomware supplemental application to be completed |
| AmBridge | Declined - Public entity appetite limited to smaller municipalities |
| AmTrust | Declined - Governments/municipalities restricted class of business |
| Arch | Declined - Not writing primary for public entities |
| AWAC | Decline - Restricted class of business |
| AXA XL | Not competitive - indication of 2M x 500k = \$150k |
| AXIS | Decline - lacking full implementation of PAM solution |
| Berkley | Quoted - 2M x 150k = \$70,360 (+SLT/fees) 2M x 250k = \$59,908 (+SLT/fees) |
| CFC | Decline - government entities not within appetite |
| Chubb | Decline - unable to consider new cyber policies for Public Entities |
| Corvus | Decline - can only consider municipalities with <200k population |
| Coalition | Quoted - ~\$69k premium. 25% coinsurance on cyber extortion claims due to MFA/PAM solution not being fully implemented on privileged accounts at policy inception. |
| Cowbell | Declined - Exposure too large for appetite |
| Crum & Forster | Quoted - Incumbent 2M limit/100k retention = \$78,000 2M limit/50k retention = \$82,000 Web tracking and wrongful collection endorsements added. Ransomware limits restored to policy aggregate, Dependent Business Interruption increased to \$1M from \$500K. |
| Emergin | Declined - only writing excess cyber for public entities/municipalities |
| Ironshore | Decline - Restricted class of business |
| Resilience | Indication of 2M x 250k = 77k premium, with 250k ransomware sublimit: concern around lack of phishing training |
| Sompo | Declined - due to class of business. |
| Starr | Decline - would need all DA accts secured with MFA at policy inception |
| Tokio Marine HCC | Declined - will only consider municipal risks with <150k citizens. Do not consider Huntress an EDR product - lacks automated remediation functionality. Would require additional MFA on all privileged user accounts. |
| Travelers | Decline - timeline for implementation too long given size/class of business. |
| Zurich | Declined - no new capacity for government entities |

Program Options & Recommendations

| Topic | Option |
|---|--|
| Property Auto Physical Damage Limit | Increase the Auto Physical Damage Limit to \$25,000,000 – Estimate of \$65,000 additional premium. |
| General Liability Products-Completed Operations Aggregate Limit and General Aggregate Limit | Looking at options for additional \$2,000,000 Limits |
| Cyber | <ul style="list-style-type: none"> • For any Claims received to date or for any acts, Wrongful Acts or situations that could result in a Claim, Lexington Fayette Urban County Government should notice their current insurers prior to 12:01 a.m. on 7/1/2023 • Additional limits are available to Lexington Fayette Urban County Government, please inquire for further information. If higher limits are purchased, a higher limits warranty is required. If applicable, higher limit warranty wording will be emailed. Documents will have to be completed, signed and dated on the Insured's letterhead. |

Non-Admitted Carrier Disclaimer

We have proposed your coverage with non-admitted insurance carriers.

“Non-admitted Carriers” also known as Surplus Lines Carriers were developed to insure those exposures that are not traditionally available in the standard insurance market.

A “Non-admitted Carrier” is not supported by state guarantee funds and in the event of carrier insolvency, the state guarantee fund will not be available to pay claims.

“Nonadmitted Carriers” are generally not subject to the same level of financial regulation by your individual state insurance department therefore, the financial rating for a “Non-admitted Carrier” is of importance.

This proposed insurance coverage is being quoted to you under your State’s Surplus Lines Insurance Act. The insurer is an eligible Surplus Lines Insurer.

This(These) policy(ies) is(are) not included for coverage under your State’s Insurance Guaranty Association.

| State | Carrier | Coverage |
|-------|--------------------------------|------------------|
| KY | Illinois Union Insurance Co. | Pollution |
| KY | Westchester Fire Insurance Co. | Aviation |
| KY | Gemini Insurance Co. | Excess Liability |
| KY | Berkley Assurance Co. | Cyber Liability |

AM Best Rating Scale

| BEST'S FINANCIAL STRENGTH RATING GUIDE – (FSR) | | | |
|---|---|-----------------|---|
| <p>A Best's Financial Strength Rating (FSR) is an independent opinion of an insurer's financial strength and ability to meet its ongoing insurance policy and contract obligations. An FSR is not assigned to specific insurance policies or contracts and does not address any other risk, including, but not limited to, an insurer's claims-payment policies or procedures, the ability of the insurer to dispute or deny claims payment on grounds of misrepresentation or fraud, or any specific liability contractually borne by the policy or contract holder. An FSR is not a recommendation to purchase, hold or terminate any insurance policy, contract or any other financial obligation issued by an insurer, nor does it address the suitability of any particular policy or contract for a specific purpose or purchaser. In addition, an FSR may be displayed with a rating identifier, modifier or affiliation code that denotes a unique aspect of the opinion.</p> | | | |
| Best's Financial Strength Rating (FSR) Scale | | | |
| Rating Categories | Rating Symbols | Rating Notches* | Category Definitions |
| Superior | A+ | A++ | Assigned to insurance companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations. |
| Excellent | A | A- | Assigned to insurance companies that have, in our opinion, an excellent ability to meet their ongoing insurance obligations. |
| Good | B+ | B++ | Assigned to insurance companies that have, in our opinion, a good ability to meet their ongoing insurance obligations. |
| Fair | B | B- | Assigned to insurance companies that have, in our opinion, a fair ability to meet their ongoing insurance obligations. Financial strength is vulnerable to adverse changes in underwriting and economic conditions. |
| Marginal | C+ | C++ | Assigned to insurance companies that have, in our opinion, a marginal ability to meet their ongoing insurance obligations. Financial strength is vulnerable to adverse changes in underwriting and economic conditions. |
| Weak | C | C- | Assigned to insurance companies that have, in our opinion, a weak ability to meet their ongoing insurance obligations. Financial strength is very vulnerable to adverse changes in underwriting and economic conditions. |
| Poor | D | - | Assigned to insurance companies that have, in our opinion, a poor ability to meet their ongoing insurance obligations. Financial strength is extremely vulnerable to adverse changes in underwriting and economic conditions. |
| <p>* Each Best's Financial Strength Rating Category from "A+" to "C" includes a Rating Notch to reflect a gradation of financial strength within the category. A Rating Notch is expressed with either a second plus "+" or a minus "-".</p> | | | |
| Financial Strength Non-Rating Designations | | | |
| Designation Symbols | Designation Definitions | | |
| E | Status assigned to insurers that are publicly placed, via court order into conservation or rehabilitation, or the international equivalent, or in the absence of a court order, clear regulatory action has been taken to delay or otherwise limit policyholder payments. | | |
| F | Status assigned to insurers that are publicly placed via court order into liquidation after a finding of insolvency, or the international equivalent. | | |
| S | Status assigned to rated insurance companies to suspend the outstanding FSR when sudden and significant events impact operations and rating implications cannot be evaluated due to a lack of timely or adequate information, or in cases where continued maintenance of the previously published rating opinion is in violation of evolving regulatory requirements. | | |
| NR | Status assigned to insurance companies that are not rated; may include previously rated insurance companies or insurance companies that have never been rated by AM Best. | | |
| Rating Disclosure – Use and Limitations | | | |
| <p>A Best's Credit Rating (BCR) is a forward-looking independent and objective opinion regarding an insurer's, issuer's or financial obligation's relative creditworthiness. The opinion represents a comprehensive analysis consisting of a quantitative and qualitative evaluation of balance sheet strength, operating performance, business profile and enterprise risk management or, where appropriate, the specific nature and details of a security. Because a BCR is a forward-looking opinion as of the date it is released, it cannot be considered as a fact or guarantee of future credit quality and therefore cannot be described as accurate or inaccurate. A BCR is a relative measure of risk that implies credit quality and is assigned using a scale with a defined population of categories and notches. Entities or obligations assigned the same BCR symbol developed using the same scale, should not be viewed as completely identical in terms of credit quality. Alternatively, they are alike in category (or notches within a category), but given there is a prescribed progression of categories (and notches) used in assigning the ratings of a much larger population of entities or obligations, the categories (notches) cannot mirror the precise subtleties of risk that are inherent within similarly rated entities or obligations. While a BCR reflects the opinion of A.M. Best Rating Services, Inc. (AM Best) of relative creditworthiness, it is not an indicator or predictor of defined impairment or default probability with respect to any specific insurer, issuer or financial obligation. A BCR is not investment advice, nor should it be construed as a consulting or advisory service, as such; it is not intended to be utilized as a recommendation to purchase, hold or terminate any insurance policy, contract, security or any other financial obligation, nor does it address the suitability of any particular policy or contract for a specific purpose or purchaser. Users of a BCR should not rely on it in making any investment decision; however, if used, the BCR must be considered as only one factor. Users must make their own evaluation of each investment decision. A BCR opinion is provided on an "as is" basis without any expressed or implied warranty. In addition, a BCR may be changed, suspended or withdrawn at any time for any reason at the sole discretion of AM Best.</p> | | | |
| <p>BCRs are distributed via the AM Best website at www.ambest.com. For additional information regarding the development of a BCR and other rating related information and definitions, including outlooks, modifiers, identifiers and affiliation codes, please refer to the report titled "Understanding Best's Credit Ratings" available at no charge on the AM Best website. BCRs are proprietary and may not be reproduced without permission.</p> | | | |
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Client Authorization to Bind Coverage

LINES OF COVERAGE TO BIND

| Coverage Description | Effective Dates |
|--|-------------------------|
| Property | 07/01/2023 – 07/01/2024 |
| Commercial General Liability, Commercial Auto, Public Entity Liability and Employment Practices Liability, Law Enforcement Liability | 07/01/2023 – 07/01/2024 |
| Excess Workers' Compensation | 07/01/2023 – 07/01/2024 |
| Excess Liability (\$5M x \$5M) | 07/01/2023 – 07/01/2024 |
| Aviation | 07/01/2023 – 07/01/2024 |
| Pollution Legal Liability | 07/01/2023 – 07/01/2024 |
| Network Security (Cyber) Privacy Liability | 07/01/2023 – 07/01/2024 |

(Please initial)

X Bind as Proposed *Linda Gorton*

 Bind with the following changes *AK*

Authorized Signature *Linda Gorton*

Title/Position Mayer

Date 7/3/2023

No coverage is provided by this summary. Coverage conditions are highlights only and are subject to exclusions and additional terms as stated within the policy. Not all exclusions, terms and conditions are shown. If there are any differences between the policy and the proposal, the policy prevails. For details of coverage, refer to policy forms, terms and conditions.

Compensation Disclosure and Limitation of Liability

Marsh & McLennan Agency LLC ("MMA") prides itself on being an industry leader in the area of transparency and compensation disclosure. We believe you should understand how we are paid for the services we are providing to you. We are committed to compensation transparency and to disclosing to you information that will assist you in evaluating potential conflicts of interest.

As a professional insurance producer, MMA and its subsidiaries facilitate the placement of insurance coverage on behalf of our clients. As an independent insurance agent, MMA may have authority to obligate an insurance company on behalf of our clients and as a result, we may be required to act within the scope of the authority granted to us under our contract with the insurer. In accordance with industry custom, we are compensated either through commissions that are calculated as a percentage of the insurance premiums charged by insurers, or fees agreed to with our clients.

MMA engages with clients on behalf of itself and in some cases as agent on behalf of its non-US affiliates with respect to the services we may provide. For a list of our non-US affiliates, please visit: <https://mma.marshmma.com/non-us-affiliates>. In those instances, MMA will bill and collect on behalf of the non-US Affiliates amounts payable to them for placements made by them on your behalf and remit to them any such amounts collected on their behalf;

MMA receives compensation through one or a combination of the following methods:

- **Retail Commissions** – A retail commission is paid to MMA by the insurer (or wholesale broker) as a percentage of the premium charged to the insured for the policy. The amount of commission may vary depending on several factors, including the type of insurance product sold and the insurer selected by the client.
- **Client Fees** – Some clients may negotiate a fee for MMA's services in lieu of, or in addition to, retail commissions paid by insurance companies. Fee agreements are in writing, typically pursuant to a Client Service Agreement, which sets forth the services to be provided by MMA, the compensation to be paid to MMA, and the terms of MMA's engagement. The fee may be collected in whole, or in part, through the crediting of retail commissions collected by MMA for the client's placements.
- **Contingent Commissions** – Many insurers agree to pay contingent commissions to insurance producers who meet set goals for all or some of the policies the insurance producers place with the insurer during the current year. The set goals may include volume, profitability, retention and/or growth thresholds. Because the amount of contingent commission earned may vary depending on factors relating to an entire book of business over the course of a year, the amount of contingent commission attributable to any given policy typically will not be known at the time of placement.
- **Supplemental Commissions** – Certain insurers and wholesalers agree to pay supplemental commissions, which are based on an insurance producer's performance during the prior year. Supplemental commissions are paid as a percentage of premium that is set at the beginning of the calendar year. This percentage remains fixed for all eligible policies written by the insurer during the ensuing year. Unlike contingent commissions, the amount of supplemental commission is known at the time of insurance placement. Like contingent commissions, they may be based on volume, profitability, retention and/or growth.
- **Wholesale Broking Commissions** – Sometimes MMA acts as a wholesale insurance broker. In these placements, MMA is engaged by a retail agent that has the direct relationship with the insured. As the wholesaler, MMA may have specialized expertise, access to surplus lines markets, or access to specialized insurance facilities that the retail agent does not have. In these transactions, the insurer typically pays a commission that is divided between the retail and wholesale broker pursuant to arrangements made between them.
- **Medallion Program and Sponsorships** – Pursuant to MMA's Medallion Program, participating carriers sponsor educational programs, MMA events and other initiatives. Depending on their sponsorship levels, participating carriers are invited to attend meetings and events with MMA executives, have the opportunity to provide education and training to MMA colleagues and receive data reports from MMA. Insurers may also sponsor other national and regional programs and events.
- **Other Compensation & Sponsorships** – From time to time, MMA may be compensated by insurers for providing administrative services to clients on behalf of those insurers. Such amounts are typically calculated as a percentage of premium or are based on the number of insureds. Additionally, insurers may sponsor MMA training programs and events.

We will be pleased to provide you additional information about our compensation and information about alternative quotes upon your request. For more detailed information about the forms of compensation we receive please refer to our Marsh & McLennan Agency Compensation Guide at <https://www.marshmma.com/us/compensation-guide.html>.

MMA's aggregate liability arising out of or relating to any services on your account shall not exceed ten million dollars (\$10,000,000), and in no event shall we be liable for any indirect, special, incidental, consequential or punitive damages or for any lost profits or other economic loss arising out of or relating to such services. In addition, you agree to waive your right to a jury trial in any action or legal proceeding arising out of or relating to such services. The foregoing limitation of liability and jury waiver shall apply to the fullest extent permitted by law.

Rev September 8, 2022

Minimum Earned & Deposit Premiums

Minimum Deposit

Minimum and deposit is the amount of premium due at inception. Although the policy is "ratable", subject to adjustment based on a rate per exposure unit, under no circumstances will the annual earned premium be less than the minimum deposit premium. The policy may generate an additional premium on audit, but will not result in a return. If such a policy is cancelled mid-term, the earned premium is the greater of the annual minimum multiplied by the short rate or pro-rate factor, or the actual earned as determined by audit, subject to a short rate penalty if applicable.

Minimum Earned Premium

A minimum earned premium endorsement can be attached to either a flat charge policy or an adjustable policy. In either case, this amount is the least that will be retained by the carrier once the policy goes into effect. The amount retained would be the greater of the actual earned premium whether calculated on a pro-rate or short-rate basis, or the minimum earned premium.

Flat Cancellations

Surplus lines carriers typically do not allow flat cancellations. Once the policy is in effect, some premium will be earned, and the amount or percentage is outlined in the policy.

Direct Bill Policies

Notices you receive from your insurer regarding past due premiums or cancellation due to non-payment of premium shall be considered notice from Marsh & McLennan Agency LLC (MMA). As a matter of general practice, MMA does not provide notice of a potential lapse of coverage due to non-payment of premium to clients where coverage is written on a direct bill basis.

Proposal Disclaimer

Marsh & McLennan Agency LLC ("MMA") thanks you for the opportunity to discuss your insurance and risk management program. No coverage is provided by this summary. Coverage conditions are highlights only and are subject to exclusions and additional terms as stated within the policy. Not all exclusions, terms and conditions are shown. If there are any differences between the policy and the proposal, the policy prevails. For details of coverage, refer to policy forms, terms and conditions.

We have evaluated your exposures to loss and developed this proposal based upon the information that you have provided to us. If you are aware of other areas of potential exposure that need to be evaluated or of additional information of which we should be aware prior to binding of coverage, please bring the other areas or additional information to our attention as soon as possible. Should any of your exposures change after coverage is bound, please notify us immediately.

Client Contracts

In the event that you enter into a contract that has specific insurance requirements, MMA will review your contract, but only in regards to the insurance requirements of the contract. The scope of our review will be to determine if the current insurance program which you have placed through our agency addresses the types and amounts of insurance coverage referenced by the contract. We will identify the significant insurance obligations and will provide a summary of the changes required in your current insurance program to meet the requirements of the contract.

Upon your authorization, we will make the necessary changes in your insurance program. We will also be available to discuss any insurance requirements of the contract with your attorney, if desired.

In performing a contract review, MMA is not providing legal advice or a legal opinion concerning any portion of the contract. In addition, MMA is not undertaking to identify all potential liabilities that may arise under any such contracts. A contract review is provided solely for your information and should not be relied upon by third parties. Any descriptions of the insurance coverages are subject to the terms, conditions, exclusions, and other provisions of the contract and of the insurance policies and applicable regulations, rating rules or plans.

Credit Policy

Marsh & McLennan Agency (MMA) strives to offer the highest quality of service at the most competitive price possible. Accordingly, we have the following credit policy in place to assure that your coverage is not interrupted during the policy term.

All premiums are due on the invoice date or effective date of the insurance, whichever is later. Always submit the remittance copy with your payment. If a remittance copy is not submitted, we will apply the cash to the oldest items on the account. Also, credit memos that cannot be applied against the original invoice will be applied to the oldest items on the account unless you direct us otherwise.

If installment payments are available and provided under insurance policy terms, you will receive an invoice for each installment. Installments are due on the effective date of the invoice. MMA does not finance annual or installment premiums. However, should you wish to finance your premium, we can place your financing with an approved insurance premium finance company.

Your Account Manager maintains on-line access to all of your coverage, premium and accounting detail and will be able to answer most billing questions. Any other questions will be referred directly to our accounting department for immediate response. We thank you for your support and business.

Did you know Marsh & McLennan Agency offers two options to pay your bill online, using a valid checking/savings account or via credit card? Our system is safe and secure and is an easy tool to pay your invoices online.

PAY YOUR BILL ONLINE

Direct Link to Payment via Checking/Savings Account: <https://serviceapi.securfee.com/marshmma>

Direct Link to Payment via Credit Card: <https://serviceapi.securfee.com/marshmma>

FREQUENTLY ASKED QUESTIONS

- You can pay any invoice using a valid Checking or Savings account or Credit Card.
- Both payment gateways seamlessly integrate with our existing website and can securely accept multiple payment options.
- Credit Card payments require a Policy Number, Named Insured & Address
- There will be a 3.5% fee charged to the cardholder by Secure.
- Checking/Savings payments require a Client Code/Bill to Code, Invoice #, Invoice Amount, Email Address, Policy Number, Named Insured & Address
- There is no additional fee for payments via valid Checking/Savings Account.