



726 Exchange Street, Buffalo, NY 14210 (866) 633-6945

### COMMON POLICY DECLARATIONS

**POLICY NO.** PSZ-ML-20000001-02

**Date Issued:** 8/17/2017

Item 1. **Named Insured and Mailing Address:**  
The State of Florida and the Florida  
Department of Education  
C/O Florida Department of Education  
325 West Gaines Street  
332 Turlington Building  
Tallahassee, FL 32399-0400

**Program Administrator Name and Address:**  
PSI Program Managers  
A Division of Risk Placement Services, Inc.  
2850 Golf Road, Rolling Meadows, IL 60008

**Licensed Surplus Lines Producer:**  
Helen B. Moore W076571  
5695 Highway 231, McEwen, TN 37101

Item 2. **Policy Period:** From: 8/17/2017 to 8/17/2020  
At 12:01 AM Standard Time at the Insured's mailing address shown above.

THIS SPACE IS PROVIDED TO THE SURPLUS LINES BROKER TO COMPLY WITH STATE REQUIREMENTS

**THIS INSURANCE IS ISSUED PURSUANT TO THE FLORIDA SURPLUS LINES LAW. PERSONS INSURED BY SURPLUS LINES CARRIERS DO NOT HAVE THE PROTECTION OF THE FLORIDA INSURANCE GUARANTY ACT TO THE EXTENT OF ANY RIGHT OF RECOVERY FOR THE OBLIGATION OF AN INSOLVENT UNLICENSED INSURER.**

**SURPLUS LINES INSURERS' POLICY RATES AND FORMS ARE NOT APPROVED BY ANY FLORIDA REGULATORY AGENCY.**

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties, and what is and is not covered. Titles are used within this policy for convenience only and shall not control or affect the meaning or construction of any provision of this policy.

Throughout this policy the words you and your refer to the **NAMED INSURED** shown in the COMMON POLICY DECLARATIONS. The words we, us, and our refer to the Company providing this insurance. Words and phrases that appear in bold have special meaning. Refer to DEFINITIONS.

We have no duty to pay for direct physical loss or damage or to indemnify any insured for sums paid to which this insurance does not apply.

**LIMITS OF INSURANCE:** Our **LIMITS OF INSURANCE** shall not exceed the limits as indicated for each **COVERAGE SECTION** on the attached wording and apply only to those coverages for which a limit is shown. The **LIMITS OF INSURANCE** are inclusive of the **SELF INSURED RETENTION** as specified in the attached wording.

# Aix Specialty Insurance Company

726 Exchange Street, Buffalo, NY 14210 (866) 633-6945

This **COMMON POLICY DECLARATIONS** and other applicable **DECLARATIONS**, together with **POLICY CONDITIONS**, **POLICY DEFINITIONS**, **POLICY EXCLUSIONS**, the terms, conditions, and exclusions of the specific **COVERAGE SECTION**, **Schedule of Forms and Endorsements**, and other forms and endorsements, if any, together with the signed application, complete this policy.

**THIS POLICY MAY INCLUDE CLAIMS-MADE COVERAGE PART(S). PLEASE READ THE ENTIRE POLICY CAREFULLY.**

**POLICY NO.** PSZ-ML-20000001-02

**Date Issued:** August 17, 2017

**Item 1. Named Insured and Mailing Address:**  
The State of Florida and the Florida  
Department of Education  
C/O Florida Department of Education  
325 West Gaines Street  
332 Turlington Building  
Tallahassee, FL 32399-0400

**Program Administrator Name and Address:**  
PSI Program Managers  
A Division of Risk Placement Services, Inc.  
2850 Golf Road, Rolling Meadows, IL 60008

**Licensed Surplus Lines Producer:**  
Helen B. Moore W076571  
5695 Highway 231, McEwen, TN 37101

**Item 2. Policy Period:** From: 8/17/2017 to 8/17/2020  
At 12:01 AM Standard Time at the Insured's mailing address shown above.

**Item 3. Retroactive Date:** See DECLARATIONS, Item 6. Retroactive Date

**Item 4. Third Party Claims Administrator:** Gallagher Bassett Services, 2901 SW 149<sup>th</sup> Ave.  
#200PO Branch 157, Miramar, FL 33027

**Item 5. Business Description:** Educational **Form of Business:** Public Entity

**Item 6.** In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.

**This policy consists of the following coverage parts for which a premium is indicated.  
Where no premium is shown, there is no coverage. This premium may be subject to adjustment.**

PROTECTED SELF INSURANCE PACKAGE POLICY COVERAGE PARTS		
Part	Description	Annual Premium
I	PROPERTY	\$ Not Covered
II	GENERAL LIABILITY	\$ Not Covered
III	AUTOMOBILE LIABILITY	\$ Not Covered
IV	ERRORS AND OMISSIONS (CLAIMS MADE COVERAGE)	\$ 684,880
V	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY FOR A QUALIFIED SELF-INSURER	\$ Not Covered
VI	EMPLOYEE BENEFITS LIABILITY (CLAIMS MADE COVERAGE)	\$ Not Covered
VII	CRIME	\$ Not Covered
VIII	LAW ENFORCEMENT LIABILITY	\$ Not Covered
Terrorism Premium – WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY		\$ Not Applicable
Terrorism Premium – Other than WC		\$ Not Applicable
<b>Total Policy Premium</b>		<b>\$ 684,880</b>

# Aix Specialty Insurance Company

726 Exchange Street, Buffalo, NY 14210 (866) 633-6945

Item 1. **Named Insured and Mailing Address:**  
 The State of Florida and the Florida  
 Department of Education  
 C/O Florida Department of Education  
 325 West Gaines Street  
 332 Turlington Building  
 Tallahassee, FL 32399-0400

**Program Administrator Name and Address:**  
 PSI Program Managers  
 A Division of Risk Placement Services, Inc.  
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**Licensed Surplus Lines Producer:**  
 Helen B. Moore W076571  
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Item 2. **Policy Period:** From: 8/17/2017 to 8/17/2020  
 At 12:01 AM Standard Time at the Insured's mailing address shown above.

SCHEDULE OF FORMS AND ENDORSEMENTS	
Form Number	Form Description
<p>Common Policy Dec. 0515                      Declarations Page                      Educators Professional Liability Form                      NPR00010715                      NPR00020715                      NPR00030715                      NPR00640817                      NPR00650817</p>	<p>Common Declarations                      Policy Declarations                      Educators Professional Liability Insurance Policy                      Signatures                      Service of Process                      Statutory Requirement Imposed on the Named Insured                      Extended Reporting Period Endorsement                      Anniversary Review Endorsement</p>

*Hary Greene*

Date: 8/17/2017

Authorized Representative

Date: \_\_\_\_\_

Licensed Producer Signature (if required by law)

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**EDUCATORS PROFESSIONAL LIABILITY INSURANCE**

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**POLICY DECLARATIONS**

**POLICY NUMBER: PSZ-ML-20000001-02**

**ITEM 1. NAMED INSURED:**

**The State of Florida, and the Florida Department of Education**

**ITEM 2. MAILING ADDRESS:**

**C/O Florida Department of Education, 325 West Gaines Street,  
332 Turlington Building, Tallahassee, FL 32399-0400**

**ITEM 3. POLICY PERIOD: From 8/17/2017 to 8/17/2018**

**(12:01 A.M. standard time at the address stated in Item 1. above)**

**ITEM 4. LIMITS OF INSURANCE:**

**Coverage A & B**    \$ 2,000,000 per Insured per Wrongful Act  
                              \$ 3,000,000 aggregate per Wrongful Act

**Coverage C**         \$       2,000 per Bail Bond per Insured

**Coverage D**         \$       500 per claim per Insured

**ITEM 5. DEDUCTIBLES**

Full-Time Instructional Personnel

                              \$     50,000 Per Claim

                              \$    400,000 Annual Aggregate

**ITEM 6. RETROACTIVE DATE**

**8/17/2015**

**ITEM 7. RATE AND PREMIUM:**

**PER FULL-TIME INSTRUCTIONAL PERSONNEL**

**\$ 3.413**

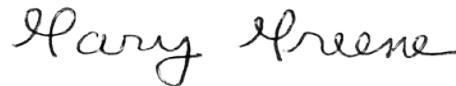
**Adjustment** – The premium specified below is provisional and is based on the number of **FULL-TIME INSTRUCTIONAL PERSONNEL** estimated at inception. The Named Insured agrees to maintain a record of the number of insureds and report the number of insureds semi-annually as of February 17, 2018 and August 17, 2018. At the end of the policy term a premium adjustment will be made.

**Deposit Annual Premium:**  
**Deposit Annual Premium Basis:**  
**PERSONNEL**

**\$ 684,880**  
**200,668 FULL-TIME INSTRUCTIONAL**

**ITEM 8. POLICY FORM ATTACHED:**

**Educators Professional Liability Insurance Policy Form**



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**AUTHORIZED REPRESENTATIVE**

Agent / Broker

Arthur J. Gallagher Risk Management Services, Inc.  
8333 NW 53<sup>rd</sup> Street, Suite 600  
Miami, FL 33166

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**EDUCATORS PROFESSIONAL LIABILITY INSURANCE  
THIS FORM PROVIDES CLAIMS-MADE AND REPORTED COVERAGE.  
PLEASE READ THE ENTIRE FORM CAREFULLY.**

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The **COMPANY** agrees with the **NAMED INSURED(S)**, in consideration of the premium paid and subject to the Declarations, limitations, conditions, definitions and other provisions of this policy, including endorsements hereto, as follows:

**INSURING AGREEMENTS**

**Coverage A - Excess Liability Coverage**

The **COMPANY** shall pay, on behalf of any **INSURED**, all sums in excess of an **EMPLOYER'S**:

1. Commercial General Liability Insurance,
2. Errors and Omissions Liability Insurance,
3. Employment Practices Liability Insurance, and
4. Any other valid insurance whether collectible or not;

which such **INSURED** is legally obligated to pay for **DAMAGES** and **DEFENSE EXPENSES** resulting from any claim first made against the **INSURED** during the Policy Period as stated in **ITEM 3** of the Declarations and reported to the **COMPANY** in writing as provided in Paragraph **2.** of **CONDITIONS** in this policy during the Policy Period, arising out of any **WRONGFUL ACT** committed during the Policy Period. Such **WRONGFUL ACTS** must arise from an **INSURED'S PROFESSIONAL ACTIVITIES**.

The **COMPANY** has the right to investigate and settle any claim that it deems necessary.

The **COMPANY** shall have no obligation to pay a judgment or settlement on behalf of an **INSURED**, if after a full investigation by the **COMPANY**, it is determined by the **COMPANY** that the **INSURED** acted with criminal intent, with malicious purpose, with intent to harm, or in a manner exhibiting wanton and willful disregard of human rights, safety or property. If the **COMPANY'S** investigation and determination is ultimately proven to be wrong by a court of law, the **COMPANY** will be required to provide full reimbursement to the **INSURED(S)** for any judgment and all costs paid for such defense, up to the Limits of Insurance as stated in **ITEM 4.** of the Declarations.

**DEFENSE EXPENSES** are part of and subject to the Limits of Insurance. The **COMPANY'S** duty to pay any **DEFENSE EXPENSES** and **DAMAGES** covered under this policy shall cease after the applicable Limits of Insurance have been exhausted by the payment of such **DEFENSE EXPENSES** and **DAMAGES**.

**Coverage B - Liability Coverage**

1. **DAMAGES:** In the event that no other insurance policy(ies) affords or may afford valid coverage for a claim, whether collectible or not, the **COMPANY** shall pay, on behalf of any **INSURED**, all sums which such **INSURED** is legally obligated to pay for **DAMAGES** resulting from any claim first made against the **INSURED** during the Policy Period and reported to the **COMPANY** in writing, as provided in Paragraph **2.** of **CONDITIONS** in this policy, during the Policy Period, and arising out of any **WRONGFUL ACT** committed during the Policy Period. Such **WRONGFUL ACTS** must arise from an **INSURED'S PROFESSIONAL ACTIVITIES**.

2. **DEFENSE:** The **COMPANY** has the right and duty to defend a suit brought against an **INSURED** alleging a **WRONGFUL ACT** even if any allegations in the suit are groundless, false or fraudulent. The **COMPANY** has the right to investigate and settle any suit if the **COMPANY** believes that it is proper to do so.

The **COMPANY** shall have no obligation to pay a judgment or settlement on behalf of an **INSURED**, if after a full investigation by the **COMPANY**, it is determined by the **COMPANY** that the **INSURED** acted with criminal intent, with malicious purpose, with intent to harm, or in a manner exhibiting wanton and willful disregard of human rights, safety or property. If the **COMPANY'S** investigation and determination is ultimately proven to be wrong by a court of law, the **COMPANY** will be required to provide full reimbursement to the **INSURED(S)** for any judgment and all costs paid in his or her defense, up to the Limits of Insurance as stated in **ITEM 4.** of the Declarations.

**DEFENSE EXPENSES** are part of and subject to the Limits of Insurance. The **COMPANY'S** duty to defend and any **DAMAGES** covered under this policy shall cease after the applicable Limits of Insurance has been exhausted by the payment of **DEFENSE EXPENSES** and **DAMAGES**.

The **COMPANY'S** maximum Limits of Insurance for all loss in the aggregate arising from all claims covered under **Coverages A** and **B** of this policy which allege the same or **RELATED WRONGFUL ACTS**, shall be an amount no greater than the aggregate per Wrongful Act Limits of Insurance as stated in **ITEM 4.** of the Declarations. All **RELATED WRONGFUL ACTS** shall be considered a single **WRONGFUL ACT** and all **RELATED WRONGFUL ACTS** will be deemed to have been committed at the time the first of such **RELATED WRONGFUL ACTS** was committed whether prior to or during the Policy Period. All claims based on or arising out of the same **WRONGFUL ACTS** or a series of **RELATED WRONGFUL ACTS** by one or more **INSUREDS** shall be considered a single claim. Such single claim will be deemed to have been made at the time:

- a. Any claim arising out of such **WRONGFUL ACT** or **RELATED WRONGFUL ACTS** was first made, regardless of the number of claims subsequently made; and
- b. Notice of such circumstance, conduct, **WRONGFUL ACT** or **RELATED WRONGFUL ACTS** was first reported as provided in Paragraph **2.** of **CONDITIONS** in this policy.

### **Coverage C - Bail Bonds**

The **COMPANY** shall reimburse an **INSURED** for any costs for Bail Bonds required of an **INSURED** arising out of **WRONGFUL ACTS** committed during the Policy Period. Such costs shall not exceed the amounts set forth in **ITEM 4.** of the Declarations, per **INSURED** and per year. The **COMPANY** shall not have any obligation to apply for or furnish any such bond.

### **Coverage D - Excess Assault-Related Personal Property Damage**

The **COMPANY** shall reimburse an **INSURED** in excess of:

#### **1. EMPLOYERS**

- a. Commercial General Liability Insurance,
- b. Errors and Omissions Liability Insurance,
- c. Employment Practices Liability Insurance, and
- d. Any other valid insurance whether collectible or not; and

#### **2. Such INSURED'S**

- a. Homeowners,
  - b. Personal Property Floaters, and
  - c. Any other valid insurance whether collectible or not
- for up to \$500 in damage to or destruction of an **INSURED'S** personal property occurring during the Policy Period that is directly and proximately caused by an assault upon such **INSURED** while such

**INSURED** is performing **PROFESSIONAL ACTIVITIES**. This coverage does not apply to damage or destruction of a vehicle of any kind, or for damage to or destruction of leased or loaned property.

## DEFINITIONS

1. **COMPANY** means the insurance company providing this policy of insurance.
2. **DAMAGES** means any amount that an **INSURED** shall be legally obligated to pay because of judgments, arbitration awards or the like rendered against such **INSURED**, or for settlements negotiated by the **COMPANY**. However, **DAMAGES** shall not include any amounts for which such **INSURED** is not financially liable or for which there is no legal recourse against such **INSURED**, taxes, fines, the costs and expenses of complying with any injunctive or other form of equitable relief, or matters that may be deemed uninsurable under the law.
3. **DEFENSE EXPENSES** means all reasonable and necessary fees charged by an attorney appointed by the **COMPANY** in connection with any civil suit brought against an **INSURED** alleging a **WRONGFUL ACT**, as well as all other reasonable and necessary fees, costs and expenses incurred in the defense or investigation of a claim or suit by the **COMPANY** or by an **INSURED** as provided herein. Defense expenses do not include salaries, administrative costs or expenses of any **NAMED INSURED** or any of their employees or representatives. **DEFENSE EXPENSES** also do not include attorneys' fees, administrative costs, court costs, or any other fees or expenses incurred in the defense of, response to or investigation of a charging document, criminal complaint, criminal indictment or any other criminal proceeding or prosecution.
4. **DISTRICTS' SCHOOL BOARDS** means
  - a. Various public school districts as shown in **Exhibit 1** which is attached to this policy and incorporated by reference herein; and
  - b. Charter Schools as established pursuant to Florida Statute 1002.33, as such statute reads on the policy inception date shown on the Declarations.
5. **EMPLOYER** means the **DISTRICTS' SCHOOL BOARDS**.
6. **FULL-TIME INSTRUCTIONAL PERSONNEL** is defined by the terms:
  - a. "**FULL-TIME**" shall be defined by the individual **DISTRICTS' SCHOOL BOARDS**,
  - b. "**INSTRUCTIONAL PERSONNEL**" shall be defined in Florida Statute 1012.01(2), as such statute reads on the policy inception date as shown on the Declarations.
7. **INSURED** means **FULL-TIME INSTRUCTIONAL PERSONNEL**.
8. **NAMED INSURED** means The State of Florida, and the Florida Department of Education.
9. **PROFESSIONAL ACTIVITIES** means duties of an **INSURED** in the course and scope of their employment as **FULL-TIME INSTRUCTIONAL PERSONNEL**.
10. **RETROACTIVE DATE** shall mean the date indicated in **ITEM 6**. of the Declarations in the **RETROACTIVE DATE** section.
11. **RELATED WRONGFUL ACTS** shall mean **WRONGFUL ACTS** which are logically or causally connected by reason of any common fact, circumstance, situation, transaction, casualty, event, result, injury or decision. Claims can include **RELATED WRONGFUL ACTS** regardless of whether such claims involve the same or different claimants, **INSURED(S)** or legal causes of action.
12. **WRONGFUL ACT** means any negligent act, error, omission or breach of duty in the performance or failure to perform **PROFESSIONAL ACTIVITIES**.



## **AUTOMATIC COVERAGE EXTENSION**

If a **DISTRICT'S SCHOOL BOARD** should hire new:

**FULL-TIME INSTRUCTIONAL PERSONNEL** during the policy period, then coverage shall be automatically extended to such **FULL-TIME INSTRUCTIONAL PERSONNEL** as of their official date of hire until the policy expires, is cancelled or non-renewed, for **WRONGFUL ACTS** on or after such date, and per the terms and conditions of the policy. Each and every **DISTRICT'S SCHOOL BOARDS**, separately or on a consolidated basis through the State of Florida's Department of Education shall report changes in **FULL-TIME INSTRUCTIONAL PERSONNEL** to the **COMPANY** on a semi-annual basis as of:

February 17, 2018 and August 17, 2018 to:  
AIX Specialty Insurance Company C/O  
Arthur J. Gallagher Risk Management Services, Inc.  
8333 NW 53<sup>rd</sup> Street, Suite 600  
Miami, FL 33166

## **TERRITORY**

This policy applies to claims made in the United States of America (including its territories and possessions).

## **EXCLUSIONS**

This policy does not apply to any claim:

1. Alleging or arising out of punitive damages, exemplary damages or the multiplied portion of any damage award.
2. Alleging or arising out of activities of an **INSURED** that are not **PROFESSIONAL ACTIVITIES**.
3. Alleging or arising out of activities of an **INSURED** that are carried on in a private business, private professional endeavor or private school.
4. Alleging or arising out of the ownership, maintenance, operation, use, loading or unloading of vehicles of any kind.
5. Alleging or arising out of liability assumed by the **INSURED** under any contract or agreement.
6. Alleging or arising out of injury, sickness, disease, death or destruction due to war or terrorism, whether or not declared, civil war, insurrection, rebellion, or revolution, or to any act or condition incidental to any of the foregoing.
7. Alleging or arising out of any obligation for which the **DISTRICTS' SCHOOL BOARDS**, as shown in **Exhibit 1** which is attached to this policy and incorporated by reference herein , or any carrier may be held liable under worker's compensation, unemployment compensation, disability benefits or similar laws.
8. Alleging or arising out of the rendering or failing to render, teach or supervise medical, surgical, dental, nursing, or other similar services.
9. Alleging or arising out of any dishonest, fraudulent, criminal or malicious acts other than corporal punishment; provided, however, that this exclusion does not apply to coverage afforded under **Coverage C - Bail Bonds**.

10. Alleging or arising out of claims brought by any employee or former employee of the **DISTRICTS' SCHOOL BOARDS**; provided, however, that this exclusion shall not apply to:
  - a. any claim made or suit brought against an **INSURED** by or on behalf of another employee of the **DISTRICT'S SCHOOL BOARDS** if such claim or suit arises out of a **WRONGFUL ACT** as a member of a Board of Commission, established by the State of Florida, which has as its purposes the licensure or certification of educators, or the setting of standards for the licensure or certification of educators; and
  - b. any claim made or suit brought against an **INSURED** by or on behalf of a minor or incompetent child of an employee of the **DISTRICT'S SCHOOL BOARDS**, if such claim or suit arises out of a **WRONGFUL ACT**.
11. Alleging or arising out of any **WRONGFUL ACT** whereby an **INSURED** intentionally causes bodily injury or damage of any nature to another person or entity; provided, however, that this exclusion does not apply to:
  - a. claims arising from corporal punishment of any student or pupil administered by or at the direction of such **INSURED** while performing **PROFESSIONAL ACTIVITIES**; or
  - b. coverage afforded under **Coverage C – Bail Bonds**.
12. Alleging or arising out of any action seeking declaratory judgments, injunctive relief, or other similar proceeding, unless the relief prayed for therein also seeks **DAMAGES** which are covered under **Coverage A – Excess Liability Coverage or Coverage B – Liability Coverage**.
13. Alleging or arising out of any activities of any **INSURED** while acting as a member of any school board or similarly constituted body.
14. Arising out of any sexual molestation, sexual misconduct, or harassment, established by final adjudication, admission of such **INSURED** or otherwise in fact or to which an **INSURED** pleads nolo contendere or no contest, at which time the **INSURED** may be required, at the **COMPANY'S** sole discretion, to reimburse the **COMPANY** for **DEFENSE EXPENSES** advanced.
15. Alleging or arising out of any claims, accusations or charges brought against any **INSURED**, and to any obligation or duty of the **COMPANY** to afford defense for such claims, accusations or charges, which are made because of any damages or injury arising out of Human Immune Deficiency Virus (HIV) Acquired Immune Deficiency Syndrome (AIDS), no matter how transmitted.
16. Alleging or arising out of bodily injury, property damage, personal injury or advertising injury arising out of, in connection with or relating to the existence, monitoring, removal, transport, storage, installation or use of, testing for or contamination from, asbestos, mold or any hazardous, illegal or infectious substances.
17. Arising out of any pending or prior litigation as of the **RETROACTIVE DATE** as stated in **ITEM 6** of the Declarations, or from the same or substantially related facts as alleged in such pending or prior litigation.
18. Arising out of the same or **RELATED WRONGFUL ACTS** alleged or contained in any claim which has been reported, or in any circumstances of which notice has been given, under any policy of which this policy is a renewal or replacement or which it may succeed in time.
19. Alleging or arising out of a **WRONGFUL ACT** occurring prior to the **RETROACTIVE DATE** as stated in **ITEM 6** of the Declarations.
20. Alleging or arising out of:
  - a. the purchase, sale, offer of or solicitation of an offer to purchase or sell securities;
  - b. any violation of any securities law, including provisions of the Securities Act of 1933, or the

Securities Exchange Act of 1934, as amended, or any regulation promulgated under the foregoing statutes, or any federal, state or local laws similar to the foregoing statutes (including "Blue Sky" laws), whether such law is statutory, regulatory or common law; or

- c. any violation of the Organized Crime Control Act of 1970 (commonly known as "Racketeer Influenced And Corrupt Organizations Act" or "RICO"), as amended, or any regulation promulgated thereunder or any similar federal, state or local law similar to the foregoing, whether such law is statutory, regulatory or common law.

- 21. Alleging, arising out of, based upon, attributable to or in any way involving, directly or indirectly:
  - a. the actual, alleged or threatened discharge, dispersal, release or escape of Pollutants, or
  - b. any direction or request to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize Pollutants, including but not limited to any claim alleging damages to the **EMPLOYER**.

"Pollutants" include (but are not limited to) any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste; and waste includes (but is not limited to) materials to be recycled, reconditioned or reclaimed.

- 22. Alleging or arising out of any breach of fiduciary duty, responsibility, or obligation in connection with any employee benefit or pension plan, including violation of the responsibilities, obligations or duties imposed upon fiduciaries by the Employee Retirement Income Security Act of 1974 (ERISA) or amendments thereto, or similar statutory or common law of the United States of America or any state or jurisdiction therein.

- 23. Alleging or arising out of any employment practices liability or any discrimination therein, including, but not limited to: race, creed, color, religion, ethnic background, national origin, age, handicap, disability, gender, sexual orientation or pregnancy.

- 24. Alleging or arising out of any misappropriation of trade secret or infringement of patent, copyright, trademark, trade dress or any other intellectual property right.

- 25. Alleging or arising out of:
  - a. false arrest, detention or imprisonment;
  - b. libel, slander or defamation of character;
  - c. wrongful entry or eviction; or
  - d. any right of privacy.

- 26. Alleging or arising out of:
  - a. any actual or alleged breach of duty, negligent act, error, omission, misstatement, or misleading statement committed by an **INSURED** while acting within the scope of their law enforcement activities for the educational institution; and
  - b. Any allegations of negligence or wrongdoing in the supervision, hiring, employment, training, or monitoring of a person whose conduct is included in Paragraph **a.** above.

For the purposes of this exclusion, "law enforcement activities" means activities, services, advice or instruction that is within the scope of the authorized duties of the educational institution's law enforcement and security guard personnel. This exclusion shall also apply to any armed **FULL-TIME INSTRUCTIONAL PERSONNEL**.

## CONDITIONS

### 1. Limits of Insurance and Deductibles

- a. The Limits of Insurance stated in the Declarations are the limits of the **COMPANY'S** liability for all **DAMAGES, DEFENSE EXPENSES**, or other attorney fees, charges, expenses, judgments, issuance of awards, settlements, and interest accrued on awards prior to and post the entry of judgment.

- b. The **COMPANY'S** obligation under this insurance to pay **DAMAGES** and **DEFENSE EXPENSES** on behalf of an **INSURED** applies only to the amount of **DAMAGES** and **DEFENSE EXPENSES** in excess of the Per Claim deductible amount stated in **ITEM 5.** of the Declarations. Once the **NAMED INSURED** pays the annual aggregate deductible amount as stated in **ITEM 5.** of the Declarations, the **COMPANY** will pay all subsequent amounts up to the policy limit.
- c. The terms of this insurance, including those with respect to the **COMPANY'S** right and duty to defend the **INSURED** against any suit seeking those **DAMAGES** and **DEFENSE EXPENSES**; and **THE NAMED INSURED'S** and **INSURED'S** duties in the event of a claim or suit apply irrespective of the application of the deductible amount.
- d. The **COMPANY** may pay any part or all of the deductible amount to effect settlement of any claim or suit and, upon notification of the action taken, the **NAMED INSURED** shall promptly reimburse the **COMPANY** for such part of the deductible amount as has been paid by the **COMPANY.**

**2. Notice To The COMPANY**

- a. Notice of a claim shall be given in writing to the following address:

Gallagher Bassett Services  
 2901 SW 149<sup>th</sup> Ave. #200PO Branch 157  
 Miramar, FL 33027

Florida Department of Education  
 Educators Professional Liability Insurance  
 Client #006510

If mailed, the date of mailing shall constitute the date that such notice was given to the Company and proof of mailing shall be sufficient proof of notice.

A claim shall be considered to have been first made against an **INSURED** when written notice of such claim is received by any **INSURED**, by a **NAMED INSURED** or its agent or representative, by the **DISTRICT'S SCHOOL BOARDS**, or by the **COMPANY**, whichever comes first.

- b. A **NAMED INSURED** or any **INSURED** shall, as a condition precedent to any obligations owed by the **COMPANY** under this policy, give written notice to the **COMPANY** of any claim made against an **INSURED** as soon as practicable during the Policy Period.
- c. If written notice of a claim has been given to the **COMPANY** pursuant to Condition **2.b.** above, then any claim subsequently made against the **INSURED(S)** and reported to the **COMPANY** alleging, arising out of, based upon or attributable to the facts alleged in that claim for which such notice has been given shall be considered first made at the time such prior claim was first made.
- d. If during the Policy Period the **COMPANY** or an **INSURED** shall become aware of any circumstances which may reasonably be expected to give rise to a claim being made against such **INSURED(S)**, then the **INSURED** shall give written notice to the **COMPANY** of the circumstances and the reasons for anticipating such a claim, with full particulars as to dates, persons and entities involved, and any claim which is subsequently made against an **INSURED(S)** and reported to the **COMPANY** alleging, arising out of, based upon or attributable to such circumstances, shall be considered made at the time such notice of such circumstances was first given.

**3. Your Assistance and Cooperation**

- a. Each and every **INSURED** agrees to assist and cooperate with the **COMPANY**:
  - (1) in making settlements, subject to sub-paragraph **c.** herein;
  - (2) in enforcing any legal rights an **INSURED** or the **COMPANY** may have against anyone who may be liable to an **INSURED**;
  - (3) by attending depositions, hearings and trials; and
  - (4) by securing and giving evidence, and obtaining the attendance of witnesses.

- b. Each and every **INSURED** shall take such actions which, in such **INSURED'S** judgment, are deemed necessary and practicable to prevent or limit **DAMAGES** or **DEFENSE EXPENSES** arising from such **INSURED'S WRONGFUL ACTS**.
- c. **INSURED(S)** shall not admit any liability, assume any financial obligation or pay out any money without the **COMPANY'S** prior written consent. If such **INSURED** does so, such **INSURED** shall have done so at his or her own expense.  
In addition, no **INSURED** shall take any action, or fail to take any required action, without our written consent, which may prejudice the **COMPANY'S** rights under this policy.

#### 4. Action Against COMPANY

No action shall be brought against the **COMPANY**, unless as a condition precedent thereto, the **INSURED** shall have fully complied with all terms of this policy, or until the amount of the **INSURED'S** obligation to pay shall have been finally determined either by judgment against the **INSURED** after actual trial or by written agreement of the **INSURED**, the claimant and the **COMPANY**. Any person or organization or the legal representative thereof who has accrued such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. Nothing contained in this policy shall give any person or organization any right to join the **COMPANY** as co-defendant in any action against the **INSURED** to determine the **INSURED'S** liability. Bankruptcy or insolvency of the **INSURED** or of the **INSURED'S** estate shall not relieve the **COMPANY** of any of its obligations hereunder.

#### 5. Other Insurance

If other Insurance, excluding policies issued by the **COMPANY**, are available to the **INSURED** covering a loss or claim also covered by this policy, then this policy shall apply in excess of, and shall not contribute with, such other insurance.

If any other policy issued by the **COMPANY** also applies to a loss or claim, including **DEFENSE EXPENSES**, which would be covered by this policy, then this policy will pay its share of the loss or claim, including **DEFENSE EXPENSES** based on the percentage of this policy's limits of insurance as it relates to the total limits of insurance of all such insurance issued by the **COMPANY** that is available to pay the loss.

Other Insurance includes but is not limited to:

- a. Insurance, coverage or benefits provided by school boards, school districts or any similar entity;
- b. Insurance, coverage or benefits provided by the National Education Association or similar organization; and
- c. Insurance, coverage or benefits provided by self-insurance, trusts, pools, risk retention groups, captive insurance companies, or any other insurance plan or agreement of risk assumption.

#### 6. Subrogation

In the event of any payment under this policy, the **COMPANY** shall be subrogated to all the **INSURED'S** rights of recovery therefor against any person or organization and the **INSURED** shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The **INSURED** shall do nothing after a loss to prejudice such rights.

#### 7. Changes

Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or estop the **COMPANY** from asserting any right under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy.

#### 8. Cancellation

This policy may be cancelled by the **NAMED INSURED** for any reason by surrender thereof to the **COMPANY** or any of its authorized agents or by mailing to the **COMPANY** written notice stating when thereafter the cancellation shall be effective. This policy may be canceled by the **COMPANY**

only for non-payment of premium by mailing to the **NAMED INSURED** at the address shown on the policy, written notice stating when not less than ten days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The time of surrender of the effective date and hour of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the **NAMED INSURED** or by the **COMPANY** shall be equivalent to mailing.

If the **NAMED INSURED** or the **COMPANY** cancels the policy, earned premium shall be computed on a pro rata basis. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective. Any other premium adjustment or return premium as would apply had cancellation not been effected shall be computed substituting the date of cancellation for the expiration date of this policy.

#### **9. Nonrenewal**

- a. If we decide not to renew this policy we will mail or deliver to the first **NAMED INSURED** written notice of nonrenewal, at least 45 days prior to the expiration of this policy.
- b. Any notice of nonrenewal will be mailed or delivered to the first **NAMED INSURED'S** last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

#### **10. Terms of Policy Conformed to Statute**

Terms of this policy, which are in conflict with the statutes of the state wherein this policy is issued, are hereby amended to conform to such statutes.

## EXHIBIT 1

### DISTRICTS' SCHOOL BOARDS OF THE STATE OF FLORIDA

Alachua County Public Schools	School Board of Levy County
Baker County School District	Liberty County School District
Bay District Schools	District School Board of Madison County
Bradford County School District	Manatee County Public Schools
Brevard County Schools	Marion County Public Schools
Broward County Public Schools	Martin County School District
Calhoun County School District	Monroe County Schools
Charlotte County Public Schools	Nassau County School District
Citrus County Schools	Okaloosa County School District
Clay County Schools	Okeechobee County School District
Collier County Public Schools	Orange County Public Schools
Columbia County School District	School District of Osceola County
Miami-Dade County Public Schools	The School District of Palm Beach County
The School District of DeSoto	Pasco County School District
Dixie District Schools	Pinellas County Schools
Dozier/Okeechobee District (Wash. Special)	Polk County Public Schools
Duval County Public Schools	Putnam County School District
Escambia County School District	St. Johns County School District
Flagler County School District	St. Lucie Public Schools
Franklin County District Schools	Santa Rosa County School District
Gadsden County Schools	Sarasota County Schools
Gilchrist County School District	Seminole County Public Schools
Glades County School District	Sumter County School District
Gulf County Schools	Suwannee County School Board
School District of Hamilton County	Taylor County School District
Hardee County Schools	Union County School District
Hendry County District Schools	Volusia County Schools
Hernando County School District	Wakulla County Schools
The School Board of Highlands County	Walton County School District
Hillsborough County Public Schools	Washington County School District
Holmes District School Board	Florida School for the Deaf & Blind
School District of Indian River County	Florida Virtual School
Jackson County School Board	FAU LAB School
Jefferson County School District	FSU LAB School
Lafayette District Schools	FAMU LAB School
Lake County Schools	UF LAB School
The School District of Lee County	
Leon County Schools	

**DISTRICTS' SCHOOLS BOARDS** shall also include Charter Schools established pursuant to Florida Statute 1002.33.

# Aix Specialty Insurance Company

In Witness Whereof, Aix Specialty Insurance Company has executed and attested these presents, and where required by law, has caused this Policy to be countersigned by its duly authorized Representative.



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Charles Frederick Cronin  
Corporate Secretary



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Joseph M. Zubretsky  
President



This endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein. (The following information is required only when this endorsement is issued subsequent to preparation of the Policy.)

INSURED The State of Florida and the Florida Department of Education

Policy No. PSZ-ML-20000001-02 Endorsement Effective: 8/17/2017  
(12:01 A.M.)

by AIX SPECIALTY INSURANCE COMPANY

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

This endorsement modifies insurance under the following:

**EDUCATORS PROFESSIONAL LIABILITY INSURANCE  
SERVICE OF SUIT CLAUSE**

The following is added to the policy **CONDITIONS**:

In the event of our failure to pay any amount claimed to be due by the terms of this policy, at your request, we will submit to the jurisdiction of a court of competent jurisdiction within the United States. Nothing in this endorsement constitutes or should be understood to constitute a waiver of our rights to commence an action in any court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another court as permitted by the laws of the United States, or of any state in the United States. It is further agreed that service of process in such suit may be made upon Counsel, Legal Department, AIX Specialty Insurance Company, 5 Waterside Crossing, Suite 201, Windsor, Connecticut 06095 or his or her representative, and that in any suit instituted against us by the terms of this policy, we will abide by the final decision of such court or of any appellate court in the event of an appeal.

If any statute of any state, territory, or district of the United States makes such provision, we hereby designate the Superintendent, Commissioner, or Director of Insurance, or other officer specified for that purpose in the statute, or his or her successors in office, as our true and lawful attorney upon whom may be served any lawful process in any action, suit, or proceeding instituted by you or on your behalf, or your beneficiary, arising out of this insurance policy. We designate the above Counsel as the person to whom said officer is authorized to mail such process or a true copy thereof.

All other terms and conditions of the policy remain unchanged.

This endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein. (The following information is required only when this endorsement is issued subsequent to preparation of the Policy.)

INSURED The State of Florida and the Florida Department of Education

Policy No. PSZ-ML-20000001-02 Endorsement Effective: 8/17/2017  
(12:01 A.M.)

by AIX SPECIALTY INSURANCE COMPANY

---

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

This endorsement modifies insurance under the following:

**EDUCATORS PROFESSIONAL LIABILITY INSURANCE  
ENDORSEMENT – STATUTORY REQUIREMENTS IMPOSED ON THE NAMED INSURED**

The following is added to the **CONDITIONS** section of the policy:

**Statutory Requirements Imposed on You**

You, as a **NAMED INSURED** or a qualified self-insurer, may be subject to specific requirements (such as reporting certain claims data), by State or Federal law (including but not limited to the Medicare, Medicaid and State Children's Health Insurance Program Extension Act of 2007). Even if you contract with a Service Organization (Third Party Claims Administrator) to handle the administration, investigation or settlement of any loss or claim covered under this policy, you are still ultimately responsible for compliance with such laws.

When by law you are designated as the responsible reporting entity for compliance with such State or Federal law, we will not:

1. Advise you of such laws, unless we are legally required to do so;
2. Assume any of the obligations imposed on you by such law;
3. Pay any expenses incurred by you to comply with such law;
4. Pay any penalty or fine for which you are held liable for failing to comply with such State or Federal law.

**DAMAGES AND DEFENSE EXPENSES** do not include the expenses or payments described in Paragraphs 3. and 4.above.

All other terms and conditions of the policy remain unchanged.

This endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein. (The following information is required only when this endorsement is issued subsequent to preparation of the Policy.)

INSURED The State of Florida

Policy No. PSZ-ML-20000001-02 Endorsement Effective: 8/17/2017  
(12:01 A.M.)

by AIX SPECIALTY INSURANCE COMPANY

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

This endorsement modifies insurance under the following:

**EDUCATORS PROFESSIONAL LIABILITY POLICY (CLAIMS MADE COVERAGE)**

**EXTENDED REPORTING PERIOD ENDORSEMENT**

A. The following is added to **CONDITIONS**::

**11. Extended Reporting Period**

- a. We will provide an Extended Reporting Period, as described below, if:
  - 1. This policy is canceled or non-renewed; or
  - 2. We renew or replace this policy with insurance that does not apply to a **WRONGFUL ACT** or **RELATED WRONGFUL ACTS** on a Claims Made basis.
- b. An Optional Extended Reporting Period Endorsement of one year duration is available but only by separate endorsement to this policy and for an additional premium not to exceed 200% of the annual premium for this Policy.
- c. The **NAMED INSURED** must give us a written request for the Optional Extended Reporting Period endorsement within thirty (30) days after the end of the **PERIOD OF INSURANCE**. The Extended Reporting Period will not go into effect unless the **NAMED INSURED** pays the additional premium and any premium or deductible you owe us for coverage provided under this Policy, within thirty (30) days after the end of the **PERIOD OF INSURANCE**. We shall determine the additional premium in accordance with our applicable rules, rates and underwriting practices. Once in effect, this Optional Extended Reporting Period endorsement may not be cancelled and the premium will be considered fully earned.
- d. The Extended Reporting Period applies only to **CLAIMS**:
  - (1) First made during the Extended Reporting Period. Claims must be reported to the Company within the Extended Reporting Period.
  - (2) In which the **WRONGFUL ACT** or **RELATED WRONGFUL ACTS** occur before the end of the **PERIOD OF INSURANCE**.
  - (3) In which the **WRONGFUL ACT** or **RELATED WRONGFUL ACTS** did not commence before the **RETROACTIVE DATE**, if any, as shown in the Declarations.

- e. The Extended Reporting Period does not:
- (1) Extend the **PERIOD OF INSURANCE** or change the coverage provided;
  - (2) Reinstate or increase the Limits of Insurance. The **LIMITS OF INSURANCE** available for the Extended Reporting Period shall be the remaining amount, if any, of the **LIMITS OF INSURANCE** available at the time this Policy was cancelled or nonrenewed, or renewed or replaced with insurance that does not apply to a **WRONGFUL ACT** or **RELATED WRONGFUL ACTS** on a Claims Made basis.
  - (3) Apply to **CLAIMS** that are covered under any subsequent insurance you purchase, or that would be covered but for the exhaustion of the **LIMITS OF INSURANCE** applicable to such **CLAIMS** or suits.
  - (4) Provide primary coverage. This Extended Reporting Period is excess over any other available insurance after the Extended Reporting Period begins.

All other terms and conditions of the policy remain unchanged.

This endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein. (The following information is required only when this endorsement is issued subsequent to issuance of the Policy.)

INSURED The State of Florida

Policy No. PSZ-ML-20000001-02

Endorsement Effective: 8/17/2017  
(12:01 A.M.)

by AIX SPECIALTY INSURANCE COMPANY

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

This endorsement modifies insurance under the following:

**EDUCATORS PROFESSIONAL LIABILITY (CLAIMS MADE COVERAGE)**

**ANNIVERSARY REVIEW ENDORSEMENT**

**SCHEDULE**

**A**

1<sup>st</sup> renewal - 8/17/2018 to 8/17/2019  
2<sup>nd</sup> renewal - 8/17/2019 to 8/17/2020

**B**

1<sup>st</sup> Provisional Renewal Premium – \$616,434 \$3.071910 Rate Per Full Time Instructional Personnel  
2<sup>nd</sup> Provisional Renewal Premium – \$585,612 \$2.918313 Rate Per Full Time Instructional Personnel

**A.** The following is added to **CONDITIONS**:

1. This policy may be renewed at the renewal dates shown in **Schedule A** above. If renewed, an endorsement will be issued to this policy amending the effective dates shown on the Declarations Page(s). We retain the right to cancel or nonrenew this policy prior to each renewal date subject to **Condition 8. Cancellation** and **Condition 9. Nonrenewal**.
2. The provisional premium shown in **Schedule B** above may be adjusted for any of the following:
  - a. Change in exposures of +/-5%
  - b. Incurred (paid and outstanding) ground-up loss ratio > 50%
  - c. Changes endorsed to the policy after the inception date of the policy
  - d. Change in state laws or a change in interpretation of such state laws as respects tort caps and/or tort immunity and/or sovereign immunity
  - e. Lack of reinsurance

All other terms and conditions of the policy remain unchanged.