

**CHUBB®**

Employers today face a dizzying array of employment laws, regulations and ongoing employment issues. Whether it involves employee discipline or termination, wage and hour, disability accommodation, or even the new frontier of social media, failure to comply with the ever-changing legal requirements can have a devastating impact on employee morale and the company's bottom line. CHUBB recognizes the unique burdens faced by employers today, and is pleased to announce that it has partnered with the nation's foremost employment and labor law firm, Littler Mendelson (Littler), to create a cutting edge employment practices risk management tool for CHUBB insureds, called EPL

Assist™. With over 975 attorneys in 56 offices, Littler has both the expertise and the capacity to handle any employment matter, big or small. Through EPL Assist™, insureds have an unlimited ability to seek out expert advice and counsel as a benefit of the program.

## What is EPL Assist™?

EPL Assist™ is a cutting edge risk management program providing policyholders with a wide variety of legal content, forms and analysis, combined with the ability to interface directly with Littler lawyers dedicated to assisting CHUBB insureds in navigating what has become an employment law minefield. Through a secure web portal containing essential employment law resources and tools, as well as a toll free hotline service, CHUBB insureds with primary EPL coverage policies now have access to the content and advice necessary to compete in today's challenging legal environment.

## Insureds are provided:

- No cost, online and live access to the legal experts at Littler, the largest employment and labor firm in the U.S.
- Employment law updates, newsletters and related publications
- A compendium of online employment law resources through a secure website, including unlimited access to such content as:
  - Employment policies and practices
  - Human Resources forms library
  - Sample employee handbooks, including supplement information for all 50 states
  - State and national employment law summaries and reference materials
  - 50 state surveys on various employment law essentials, including such things as minimum wage and overtime requirements, protected classifications, new hire reporting requirements, meal and rest break requirements, and voting rights requirements
- Free harassment training webinars for up to 10 supervisors or managers
- Complimentary registration to Littler's nationwide breakfast briefing series
- Complimentary access to Littler's webinars and podcasts
- Discounted rates for various Littler events

## How do I access EPL Assist™?

To learn more about EPL Assist™, please contact your broker or visit [www.EPLAssist.com](http://www.EPLAssist.com).

Littler Mendelson P.C. is an independent law firm that is not an agent nor an affiliate of the CHUBB Group of Companies ("CHUBB Group"), and Littler Mendelson P.C. is solely responsible for the advice and guidance provided directly, or through the EPL Assist website. CHUBB Group and Littler Mendelson P.C. cannot guarantee that there will be fewer or less serious claims as a result of using the program. Littler Mendelson P.C. directly, or through the EPL Assist website may help an insured with risk assessment and improvement but it is not intended to supplant any duty to provide a workplace that is safe and complies with the law. CHUBB Group does not engage in giving legal advice and therefore encourages policyholders to seek the advice from their own legal counsel when implementing any and all employment practices. Please note that communication with Littler Mendelson P.C, either directly, or through the EPL Assist website is not notice to the CHUBB Group issuing company of a claim or an act or situation that may give rise to a claim. Nothing herein alters or amends in any way the insurance policy contract between the underwriting company and the policyholder.

Reinsured : Treasure Coast Risk Management Program

To: [REDACTED] From: [REDACTED]  
Company: [REDACTED] Date: [REDACTED]  
Tel: [REDACTED] Tel: [REDACTED]  
e-mail: [REDACTED] e-mail: [REDACTED]  
Re: [REDACTED] Pages including cover: 11  
Licensed Producer: [REDACTED]

Reinsured: Treasure Coast Risk Management Program

Reinsured Address: 700 Central Parkway  
Stuart, FL 34994  
Line of Coverage: ACE PUBLIC ENTITY LIABILITY EXCESS OF LOSS  
REINSURANCE AGREEMENT  
Policy Number: G25535418 016  
Insuring Company: ACE American Insurance Company  
Effective Date: 10/01/2025  
Expiration Date: 10/01/2026

Dear Marsha,

I am pleased to offer the attached binder for Treasure Coast Risk Management Program. The commission payable for placement of this business is 12.5%.

Please review this Binder for accuracy and contact Chubb prior to the effective date of Policy coverage in the event of any inaccuracies in this Binder. If Chubb does not hear from you prior to the effective date, it will be assumed that this Binder has been accepted as an accurate description of our agreed upon terms of coverage. Thank you for binding coverage with the Chubb Companies. If you should have any questions, please feel free to contact me.

Sincerely,

Tyler Short  
Executive Underwriter – E&O/Cyber  
Chubb – NA Financial Lines

The Insurer hereby binds the coverage described herein below. However, any obligations the Insurer may have under this Binder are conditioned upon each of the following conditions having first been met:

1. The Applicant has submitted to the Insurer the following documents, and the Insurer has received such documents no later than close of business on 10/01/2025:

None

2. The Applicant has remitted the premium specified below to the Insurer so that the Insurer receives the premium no later than close of business on the 30th day from the date of this Binder or the Effective Date of this policy, whichever is later.

**Limits and Premium:**

Limit of Liability	Reinsured Retentions	Premium*
\$1,000,000 per claim/ \$1,000,000 per member/ \$4,000,000 aggregate	\$250,000 per claim for EPL \$350,000 per claim, all other claims \$350,000 class action	\$713,065

\*Terrorism Charge \$0

Any applicable taxes, surcharges or countersignature fees, etc., are in addition to the above quoted figures. Your office is responsible for making State Surplus Lines Filings and complying with all applicable laws.

Please note the following:

1. The policy includes terrorism coverage required by the Terrorism Risk Insurance Act of 2002. The premium for the coverage is set forth above.
2. As part of the reinsurance agreement will include access to EPL Assist Risk Management services. EPL Assist is an interactive loss control activity available to ACE Municipal Advantage Public Entity Liability policyholders as part of CHUBB Financial Lines loss control services. The activity is available to policyholders at no additional cost, and there is no requirement that policyholders use the program. All communications with EPL Assist services are strictly confidential and will not be disclosed to the Insurer. Please see the enclosed material for more information.

**Policy Forms:** ACE Liability Excess of Loss Reinsurance Agreement (09/20)

**Notices, Endorsements and Exclusions:**

- CC-1K11k (04/22) Signature Endorsement
- ALL-20887a (03/16) Chubb Producer Compensation Practices & Policies
- PF-17914a (04/16) U.S. Treasury Department’s Office Of Foreign Assets Control (“OFAC”) Advisory Notice to Policyholders
- 10-02-1281 FL Policyholder Disclosure Notice of Terrorism Insurance
- PF-45354 (02/19) Cap On Losses From Certified Acts Of Terrorism

**Cancellation:** By either party with 90 days prior written notice of anniversary date

**Liability Covered:** Public Officials Liability, Employee Benefits Liability, Employment Practices Liability

**Non-Monetary Defense Claims Expenses:** \$250,000 per member

**Claim Expenses:** Included in the retention and included in the limits

**Claims Reporting Requirements:** You must notify us and provide information in the manner specified in the **ACE PUBLIC ENTITY LIABILITY EXCESS OF LOSS REINSURANCE AGREEMENT**.

**Additional Conditions:** Quarterly Loss Summaries for claims must be sent to the undersigned within 10 days of each quarter end.

**This binder is valid for 30 days.**

When signed by the Insurer, the coverage described above is in effect from 12:01 AM (local time at the address shown above) of the Effective Date listed above to 12:01 AM (local time at the address shown above) of the

Expiration Date listed above pursuant to the terms, conditions and exclusions of the policy form listed above and any policy endorsements described above. Unless otherwise indicated, this Binder may be canceled by the Insured, or by the Broker on behalf of the Insured, by written notice to the Insurer or by the surrender of this Binder stating when such cancellation shall be effective. Unless otherwise indicated, this Binder may be canceled by the Insurer prior to the Effective Date by sending written notice to the Insured at the address shown above stating when such cancellation shall be effective. Unless otherwise indicated, this Binder may be canceled by the Insurer on or after the Effective Date in the same manner and upon the same terms and conditions applicable to cancellation of the policy form listed above. If cancellation of the Binder, by or on behalf of either the Insured or the Insurer, is effective after the Effective Date, then the Insurer shall be entitled to the earned premium, on a pro-rata basis, for the covered period. Issuance by the Insurer and acceptance by or on behalf of the Insured of the policy shall render this Binder void except as indicated below.

Conditions precedent to coverage afforded by this Binder are: (1) receipt, review and acceptance of the information required herein within the stated timeframe; and (2) that no material change in the risk occurs and no submission is made to the Insurer of a claim or circumstances that might give rise to a claim between the date of this Binder indicated above and the Effective Date. If such required information is not received, reviewed and accepted within the stated timeframe, or such material change in the risk is discovered or submission of a claim or circumstance is made, then the proposed insurance coverage will be void ab initio (“from the beginning”).

**Note: If the Insuring Company noted above is either Westchester Surplus Lines Insurance Company or Illinois Union Insurance Company, then this insurance is issued pursuant to the state Surplus Lines laws that the insured is domiciled. Persons insured by Surplus Lines carriers do not have the protection of the above captioned state’s Guaranty Act to the extent of any right of recovery for the obligation of an insolvent unlicensed insurer.**

Sincerely,

Tyler Short  
Executive Underwriter – E&O/Cyber  
Chubb – NA Financial Line

Chubb. Insured.<sup>SM</sup>

**DISCLOSURE PURSUANT TO TERRORISM RISK  
INSURANCE ACT**

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period <b>to</b>	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

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

**Disclosure Of Premium**

In accordance with the federal Terrorism Risk Insurance Act, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for terrorist acts certified under the Terrorism Risk Insurance Act. The portion of your premium attributable to such coverage is shown in this endorsement or in the policy Declarations.

**Disclosure Of Federal Participation In Payment Of Terrorism Losses**

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals; 80% of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

**Cap On Insurer Participation In Payment Of Terrorism Losses**

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

COVERAGE OF "ACTS OF TERRORISM" AS DEFINED BY THE REAUTHORIZATION ACT WILL BE PROVIDED FOR THE PERIOD FROM THE EFFECTIVE DATE OF YOUR NEW OR RENEWAL POLICY THROUGH THE EARLIER OF THE POLICY EXPIRATION DATE OR DECEMBER 31, 2027. EFFECTIVE DECEMBER 31, 2027 THE TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT EXPIRES.

Terrorism Risk Insurance Act premium: \$0.

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

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period <b>to</b>	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

**Cap On Losses From Certified Acts Of Terrorism**

**This endorsement modifies insurance provided under the following:**

**ACE Scholastic Advantage Educators Legal Liability Insurance Policy  
ACE Municipal Advantage Public Entity Liability Policy**

- A. If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and the **Insurer** has met its deductible under the Terrorism Risk Insurance Act, the **Insurer** shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

“Certified act of terrorism” means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a “certified act of terrorism” include the following:

1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
  2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
- B. The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for **Damages** or **Claims Expenses** that are otherwise excluded under this **Policy**.

All other terms and conditions of this **Policy** remain unchanged.

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Authorized Representative

## U.S. Treasury Department's Office Of Foreign Assets Control ("OFAC") Advisory Notice to Policyholders

This Policyholder Notice shall not be construed as part of your policy and no coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site – <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

## TRADE OR ECONOMIC SANCTIONS ENDORSEMENT

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period <b>to</b>	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

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

This insurance does not apply to the extent that trade or economic sanctions or similar laws or regulations prohibit us from providing insurance, including, but not limited to, the payment of claims. All other terms and conditions of policy remain unchanged.

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Authorized Representative

## Premium Surcharges

The following surcharges will apply in addition to the premium. Some exemptions apply. Premium surcharges are subject to change at the anniversary dates of multiyear policies paid in annual installments. Collection and remittance of premium surcharges for surplus lines policies, if applicable, are the responsibility of the surplus lines broker.

### Florida Insureds

- Florida Insurance Guaranty Association- Emergency Assessment 2023A 1.0%

### Kentucky Insureds

- Premium Surcharge 1.8%
- Local Government Premium Tax Varies by municipality

### New Jersey Insureds

- NJ Property-Liability Insurance Guaranty Association
  - Policies with an effective date prior to October 1, 2024 0.5%
- NJ Property-Liability Insurance Guaranty Association
  - Effective October 1, 2024 0.3%

### West Virginia Insureds

- Premium Surcharge 0.55%

### All Other Insureds

There are currently no premium surcharges in your state for this line of business. This is subject to change at the anniversary dates of multiyear policies paid in annual installments.

## **TERMS OF TRADE**

**\*\*PAYMENT DUE 30 DAYS FROM EFFECTIVE DATE\*\***

**Payment is due, in full, within 30 days from the date of this Binder or the Effective Date of this policy, whichever is later.**

**Failure to pay premium will result in cancellation of this policy.**

**Please make sure to include your Chubb Policy Number in any correspondence and on any checks.**

**Please remit premium payment to:**

### **Genius Payments**

Regular Mail  
ACE USA  
Dept CH 10678  
Palatine, IL 60055-0678

### **Genius Overnight Address**

ACE American Insurance Co.  
Genius-10678  
5505 N. Cumberland Ave Suite 307  
Chicago, IL 60656-1471  
Attn: Box 10678

### **Wire Payment**

Mellon Bank West, NA  
3 Mellon Bank Center  
Pittsburgh, PA 15259  
ABA# 043000261  
Account # 093-8373



## **Chubb Producer Compensation Practices & Policies**

Chubb believes that policyholders should have access to information about Chubb's practices and policies related to the payment of compensation to brokers and independent agents. You can obtain that information by accessing our website at <http://www.aceproducercompensation.com> or by calling the following toll-free telephone number: 1-866-512-2862.