



Ironshore Specialty Insurance Company
175 Berkeley Street
Boston, MA 02116

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200 S. Orange Avenue, Suite 1350
Orlando, FL 32801
P: 561.998.6803 | M: 561.603.5483

Builders Risk BINDER

6/30/21

Re: City of Clearwater - Imagine Clearwater

Policy Number: BRIB902475A

Dear Dani,

I am pleased to offer the following binder for Builders Risk coverage. This binder is based on the submission received on **3/1/21**, and subsequent material. This binder is for **50%**, being **\$27,674,192** part of **\$55,348,384**.

COVERAGE: Construction All Risks Insurance **INCLUDING** Delay in Completion Coverage.

PERILS INSURED: All Risk of direct physical loss or damage **INCLUDING** Flood and Earth Movement.

POLICY FORM: Ironshore Completed Value Builder's Risk Form.

This policy will be issued as: 100% share Ironshore policy.

**PROGRAM
PREMIUM:** \$250,000 Total Premium

**IRONSHORE
PREMIUM:** \$125,000
Terrorism Premium is in addition.

Surplus Lines Taxes & Filings: This premium does not include any amount with respect to Surplus Lines Taxes and/or fees. The submitting broker is responsible for the filing, collection and payment of all Surplus Lines Taxes and Fees. All Surplus Lines license numbers and names of the person(s) and/or Company(ies) responsible for the filings are required at bind. Percentage and totals must equal bound Total Premium and Total Insured Value.

**BROKERAGE
COMMISSION:** 12.5%

**ISSUING
COMPANY:**

Ironshore Specialty Insurance Company
175 Berkeley Street
Boston, MA 02116

Coverage is provided on a Non-Admitted basis

TERRORISM RISK INSURANCE ACT – CERTIFIED ACTS OF TERRORISM: The Company is offering you the option to purchase Terrorism coverage as required by the Terrorism Reinsurance Act (TRIA) for certified acts of terrorism, as defined by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security, and the Attorney General of the United States. The premium for Terrorism coverage is stated below.

\$Rejected – Ironshore share of premium for Terrorism Coverage

Please read this binder carefully as coverage items may not match the items and limits requested in your submission.

1. A. NAMED INSURED:

City of Clearwater
100 S. Myrtle Avenue
Clearwater, FL 33756

B. ADDITIONAL INSURED(S):

To the extent required by any contract or subcontract for an INSURED PROJECT*, and then only as their respective interests may appear, all owners, all contractors and subcontractors of every tier, of the INSURED PROJECT* and any other individual or entity specified, in such contract or subcontract are recognized as Additional Insureds hereunder. However, the Additional Insured status does not extend to engineers, architects, and designers (or others for whose acts they are legally liable) for any work that falls within the scope of their professional services

Additional Insureds as provided above, shall be as shown on ACORD Certificates of Insurance issued by **Broker of Record**, copies of which will be forwarded to the Insurer and kept on file.

The Named Insured shall be deemed the sole and irrevocable agent of each and every Insured hereunder for the purpose of giving and receiving notices to and/or from the Insurer, giving instruction to or agreeing with the Insurer as respects Policy alteration and for making or receiving payments of premium or adjustments to premium.

2. LOSS PAYEE(S):

Loss Payees and Mortgagees, all as their respective interest may appear, shall be as shown on ACORD Certificates of Insurance issued by **Broker of Record**, copies of which will be forwarded to the Insurer and kept on file.

Loss, if any, shall be adjusted with and made payable to the Named Insured and designated Loss Payees & Mortgagees, or as per order of the Named Insured, whose receipt shall constitute a release in full of all liability under this Policy with respect to such loss.

3. POLICY PERIOD:

Coverage provided hereunder shall be effective on **7/1/21** at 12:01 A.M. local time at the location of the INSURED PROJECT*. Coverage ends at the earlier of the following

- A. The Policy expires, effective **5/31/23** at 12:01 A.M. local time, at the location of the insured project
- B. The owner or buyer accepts the property;
- C. When the interest of the Named Insured ceases;
- D. At the completion of the **TESTING PERIOD***, if applicable;
- E. Sixty (60) days after completion of the **INSURED PROJECT***;
- F. When the **INSURED PROJECT*** is **OCCUPIED*** or put to use for its intended purpose;
- G. When the property is leased or rented to others;
- H. When the Named Insured abandons the construction with no intention to complete it;
- I. When permanent property insurance applies; or
- J. When this Policy is cancelled;

The Policy Period includes a **TESTING PERIOD*** not exceeding **NA** consecutive days.

4. EXTENSION OF POLICY PERIOD:

With prior notification to the Insurer in writing, in the event the **INSURED PROJECT***, excluding **HOT TESTING*** and commissioning of equipment, has not been completed or accepted by the Owner, the Policy Period can be automatically extended for up to **1 (one) month** for a monthly rate of **\$0.02/\$100** of total project values subject to no risk aggravating situation at the time of the extension request. The **TESTING PERIOD*** can be extended an additional **NA** days for a rate of **\$NA/\$100** of total project values subject to no risk aggravating situation at time of the extension request. Any additional extensions for the construction period, or any extension of the **INSURED PROJECT*** must be agreed to at the rates, premium and terms to be provided by the Insurer.

5. POLICY TERRITORY:

This Policy covers loss or damage occurring within the fifty (50) States comprising the United States of America, including the District of Columbia, except that the Insurer will not cover property in transit by water or air traveling to or from Alaska or Hawaii regardless of origin of shipments.

6. LOCATION OF INSURED PROJECT*:

301 Drew Street, Clearwater, FL 33755 - The intersection of Cleveland Street and Osceola Ave

7. DESCRIPTION OF INSURED PROJECT* (Including Project Name and/or Contract Number as applicable):

The project will consist of new construction of 4 MNC buildings, renovation of one Wood Frame boathouse (516 SF). The main building being an amphitheater with a canopy structure for concerts and performances. The amphitheater structure will be supported by 4 main columns and 10 other columns. The backstage areas will be single story with bearing walls. Max. Canopy Column loads: 900 kips compression and 450 kips uplift, Max. Wall loads: <5 kips per lineal foot. Up to 8 feet of fill to achieve final grade. Little excavation other than foundation construction. Retaining walls will be constructed as part of site development to achieve final grades.

8. PARTICIPATION:

This Policy covers **50%, being \$27,674,192** part of the Limit of Liability as set forth in Section I-10.A. and the Insurer shall not be liable for more than its declared participation of the Limit(s), Sublimit(s) and/or Aggregate Limit(s) as set forth in Section I-10.B. and Section I- 10.C.

9. ESTIMATED TOTAL CONTRACT VALUE* OF INSURED PROJECT* AT POLICY INCEPTION:

The estimated **TOTAL CONTRACT VALUE*** of the **INSURED PROJECT*** declared to the Insurer by the Named Insured at Policy inception is

Hard Costs:	\$ 43,513,876
Loss of RENTAL INCOME* :	\$ Not covered
Loss of GROSS EARNINGS* :	\$ Not covered
SOFT COSTS / ADDITIONAL EXPENSES* :	\$ 11,834,508
TOTAL CONTRACT VALUE* :	\$ 55,348,384

10. LIMIT OF LIABILITY:

A. Limit of Liability:

This Policy Limit shall be **\$55,348,384** in any one **OCCURRENCE*** subject always to the Sublimits and Aggregate Limits of Liability set forth below unless any of the foregoing are specifically amended by endorsement to this Policy.

B. Sublimits of Liability:

The Insurer shall not be liable for more than its share of the following Sublimit(s) of Liability in any one **OCCURRENCE***. (NOTE: coverage shall only apply for individual sublimits when a dollar amount is entered below). In no event shall these sublimits of liability increase the Limit or Aggregate Limits of Liability:

1. \$ 43,513,876 Physical loss of or damage to property insured at the **INSURED PROJECT***;
2. \$ 11,834,508 Delay in Completion, Soft Costs;
3. \$ 1,000,000 Physical loss of or damage to property insured in Transit – any one conveyance; for the purposes of this coverage, “any one conveyance” shall be a single, continuous train, ship, truck or barge physically connected to or touching, by any means, another train, ship, truck or barge;
4. \$ 1,000,000 Physical loss of or damage to property insured in Offsite Temporary Storage – any one location;
5. \$ 250,000 Or 25% of the insured physical loss of or damage to property insured, whichever is less – Expediting Expense;
6. \$ 50,000 Physical loss of or damage to Valuable Papers and Records, Plans, Blueprints, Drawings, Renderings, Specifications or Other Contract Documents and Models at the **INSURED PROJECT***;
7. \$ 100,000 Fire Brigade Charges , Extinguishing Expenses, and Fire Equipment Recharge;
8. \$ 100,000 Physical damage to Trees, Shrubs, Plantings, and Landscaping at the **INSURED PROJECT*** not to exceed \$5,000 for any one item including landscaping;

- | | | | |
|-----|----|-------------------|---|
| 9. | \$ | 1,000,000 | Or 25% of the amount of insured physical loss of or damage to property insured whichever is less - Debris Removal; |
| 10. | \$ | Not Covered | Physical loss of or damage to Existing Property; |
| 11. | \$ | 50,000 | Claims Preparation Fees; |
| 12. | \$ | 250,000 | Or 25% of the insured physical loss of or damage to property insured, whichever is less – Contractor's Extra Expense; |
| 13. | \$ | 2,500,000 | Ordinance & Law / Demolition & Increased Cost of Construction subject to:

Part B and C combined: \$1,000,000; |
| 14. | \$ | 50,000 | Theft of Building Materials; |
| 15. | \$ | 50,000 | Protection of Property; |
| 16. | \$ | 10,000 | Contamination or Pollutant Clean-up; |
| 17. | \$ | 20,000,000 | Named Windstorm* |

C. Annual Aggregate Limits of Liability:

Notwithstanding the foregoing and irrespective of the above stated Limit of Liability, the maximum amount the Insurer will pay for loss or damage from any one **OCCURRENCE***, and/or in the aggregate for loss or damage from all occurrences, in any twelve consecutive months, shall not exceed the following amounts for the following perils unless otherwise limited by the sublimits stated above:

- | | | | |
|-----|----|------------|--|
| 1. | \$ | 10,000,000 | caused by, resulting from, contributed to, or aggravated by the peril of EARTH MOVEMENT* except; |
| 2. | \$ | 10,000,000 | caused by, resulting from, contributed to or aggravated by the peril of FLOOD* except; |
| 2a. | \$ | 10,000,000 | caused by, resulting from, contributed to or aggravated by the peril of FLOOD* in Special Flood Hazard Areas on the National Flood Insurance Program ("NFIP") maps (all Zones beginning with the designation A or V) and those areas labeled Zone B or Zone X (shaded), as defined by the Federal Emergency Management Agency ("FEMA"). |

11. DEPOSIT PREMIUM / REPORTING / ADJUSTMENT:

A. Deposit Premium:

The deposit premium under this Policy is 100% earned in the event the **INSURED PROJECT*** is completed or when the Policy Period expires in accordance with Section I-3. In the event the **INSURED PROJECT*** is not completed in accordance with Section I-3 the earned premium shall be pro-rata of the deposit premium subject to **25%** minimum earned. Early completion of the **INSURED PROJECT*** shall not in itself warrant any return premium.

B. Reporting Provisions:

At the time of expiration, cancellation, or any requested policy extension, the Named Insured shall report to the Insurer the Total Completed Value of the **INSURED PROJECT*** including, but not limited to, all change orders, wages, expenses, materials, supplies, equipment, machinery and such other charges which became or will become a part of or were or will be expended in the project, all whether provided by the owner(s) or others.

C. Premium Adjustment:

1. The final earned premium for this Policy shall be calculated by applying the rates used for the purpose of computing the deposit premium to the final Total Completed Value as reported in accordance with Section I-11.B. above, subject to any minimum and earned premium as stated in Section I-11.A;
2. If the premium so calculated shall differ from the deposit premium stated in Section I- 11.C.3. below by no more than 5%, no premium adjustment shall take place. Otherwise, premium differences shall be due and payable to the Named Insured or the Insurer, as the case may be, subject to any minimum and earned premium as stated in Section I-11.A.;
3. The rates used for the purpose of calculating the deposit premium and the final earned premium are:

Exposure	Original Policy Period	Policy Rate except where noted	Deposit Premium for Policy Period
Installation/Construction	23 months	0.4517/ \$100	\$ 250,000
Delay in Completion		included/ \$100	\$ included
Hot TESTING*	_____ days	_____ / \$100	—\$ —
Total Policy Period Deposit Premium			\$ 250,000

D. Premium Payment:

All Premium(s) are due thirty days from Inception unless agreed in writing by underwriter prior to binding.

12. DEDUCTIBLES:

From the amount of each claim for insured loss or damage arising out of any one **OCCURRENCE***, there shall be deducted the applicable amount shown below, and then the liability of the Insurer shall be only for the amount of such insured loss or damage in excess thereof, subject to the limit of liability, sublimits of liability or annual aggregate limits of liability set forth above:

- A. \$ 25,000 physical loss or damage; except:
- B. \$ 50,000 physical loss or damage from **WATER DAMAGE***
- C. \$ NA physical loss or damage to insured property while undergoing **HOT TESTING***
- D. \$ 250,000 physical loss or damage from the peril of **FLOOD*** or 3% of the total **INSURED PROJECT*** values at risk at the time and place of loss, whichever is greater.

E.	\$	250,000	Physical loss or damage from the peril of FLOOD* in Special Flood Hazard Areas on NFIP maps (all Zones beginning with the designation A or V) and those areas labeled Zone B or Zone X (shaded), as defined by FEMA, or 3% of the total INSURED PROJECT* values at risk at the time and place of loss, whichever is greater.
F.	\$	100,000	physical loss or damage from the peril of EARTH MOVEMENT* or NA% of the total INSURED PROJECT* values at risk at the time and place of loss, whichever is greater.
G.	\$	250,000	physical loss or damage from the peril of WINDSTORM*
H.	\$	250,000	Physical loss or damage from the peril of NAMED WINDSTORM* , or 3% of the total INSURED PROJECT* values at risk at the time and place of loss, whichever is greater.
I.		30 days	Soft Costs, except 45 days for perils Flood, Windstorm, Earthquake

In the event that more than one physical loss or damage deductible shown above or specified in any endorsement issued hereunder shall apply to insured physical loss or damage in any one **OCCURRENCE***, only the largest shall be applied.

If the Delay In Completion coverage endorsement applies to this Policy, **30** days deductible shall apply in addition to the physical loss or damage deductible.

COMMENTS: The following comments supersede anything stated within the referenced Policy.

- Coverage is excess of all manufacturers' and other warranties.
- If Delay in Completion is included, DELAY IN COMPLETION ENDORSEMENT – DECLARATIONS Page will reflect;

PERIOD OF INDEMNITY*:	730	Calendar Days
ANTICIPATED DATE OF COMPLETION*:	5/31/23	
DEDUCTIBLE PERIOD*:	30	Days Each DELAY*

The aggregate shall not exceed	\$	11,834,508
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1.	Loss Of RENTAL INCOME*	\$	not covered
2.	Loss Of GROSS EARNINGS*	\$	not covered
3.	SOFT COSTS / ADDITIONAL EXPENSES*	\$	11,834,508

A.	Contractor Contingency	\$	1,740,555
B.	Owner Contingency	\$	2,610,833
C.	General Conditions	\$	3,481,110
D.	Bonds	\$	869,541
E.	CCIP	\$	1,427,988
F.	Project Administration Expense	\$	NA
G.	Legal and Accounting Fees	\$	1,704,481
H.	Insurance Premiums	\$	NA
I.	License and Permit Fees	\$	NA

3. Ironshore Insurance Group will have access to periodic Loss Prevention Reports following the Project Progress.
4. The following endorsements apply:
 - a. Terrorism Coverage Disclosure Notice
 - b. CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM
 - c. OFAC: IS.PROP.END.017
 - d. IS.PROP.END.029 (0409) War Risk and Terrorist Exclusion, if option to purchase Terrorism Coverage is rejected.
 - e. Broad Virus Exclusion Endorsement
 - f. Data Corruption Endorsement
 - g. DSU Endorsement
5. **FLOOD*** and or storm surge occurring in connection with **WINDSTORM*** or **NAMED WINDSTORM*** is part of **WINDSTORM*** or **NAMED WINDSTORM*** but in no event will the Company pay more than the policy sublimit for **FLOOD*** for any **FLOOD*** and or storm surge event. Payment for **FLOOD*** and or storm surge occurring in connection with **WINDSTORM*** or **NAMED WINDSTORM*** will erode the **FLOOD*** aggregate limit.
6. If Ironshore Specialty Insurance Company insures less than 100% of the layer of insurance listed in the Limit of Liability section of the Declarations, the Insured shall advise Ironshore of any agreement with another insurer subscribing that layer on better terms and conditions with respect to (i) premium rate; (ii) coverage limitations or exclusions; or (iii) obligations of the Insured. Ironshore shall then have the option, at its sole discretion, of including the same term or condition in its subscribed share of the layer from the first day of the Policy Period. Failure to so advise or to permit Ironshore to exercise this option shall be a material breach of this contract and constitute substantial prejudice to Ironshore.

CONDITIONS: This Binder will expire in thirty (30) days or upon the issuance of revised binder and is contingent upon the receipt of a copy of the appropriate Surplus Lines License at time of binding.

Thank you for submitting this account to Ironshore. Please feel free to contact me should you have any questions or comments.

Regards,

Yulia Michael, CPCU
Underwriting Officer
Builders Risk/ North American Specialty
Ironshore
28 Liberty street
New York, NY 10005
646-634-5924
Yulia.michael@ironshore.com

Surplus Lines Tax Documentation
Return this form to Underwriter with Binding Request

Date: 6/30/21

Named Insured: City of Clearwater.

Effective: 7/1/21.

This policy is being written on a surplus lines basis for which your office is responsible for handling the state tax filing(s). If filing in multiple states, please provide the following information for each state. Please return a signed copy of this letter with your order to bind acknowledging that you have arranged for the filings and payment of the surplus lines tax and/or stamping fees in accordance with all applicable state regulations and that you have verified compliance with any other regulatory requirements that might apply to this transaction under the excess or surplus lines laws of any United States jurisdiction.

State: FL

Surplus Lines Agent (individual): _____

Surplus Lines License Number
(Under which transaction is filed): _____

Agency Name and Address: _____

For New Jersey Surplus Lines
NJ Transaction Number: _____

Home State: _____

Broker Contact to receive policy and endorsements;

Name: _____

Email address: _____

Telephone number: _____

Ironshore Specialty Insurance Company (ISIC)

EXHIBIT A
Surplus Lines State Disclosure Exhibit

Please see the applicable disclosure for the insured premium state.

State	Disclosure
Alabama	This contract is registered and delivered as a surplus lines coverage under the Alabama Surplus Line Insurance Law. (Ala. Code § 27-10-22).
Alaska	This is evidence of insurance procured and developed under the Alaska Surplus Lines Law, AS 21.34. It is not covered by the Alaska Insurance Guaranty Association Act, AS 21.80.
Arizona	Pursuant to Arizona Revised Statutes, 20-401.01, subsection B, paragraph 1, this policy is issued by an insurer that does not possess a certificate of authority from the director of the Arizona Department of Insurance. If the insurer that issued this policy becomes insolvent, insureds or claimants will not be eligible for insurance guaranty fund protection pursuant to Arizona Revised Statutes title 20.
Arkansas	This contract is registered and delivered as a surplus lines coverage under the Surplus Lines Insurance Law, and it may in some respects be different from contracts issued by insurers in the admitted markets, and, accordingly, it may, depending upon the circumstances, be more or less favorable to an insured than a contract from an admitted carrier might be. The protection of the Arkansas Property and Casualty Guaranty Act does not apply to this contract. A tax of four percent (4%) is required to be collected from the insured on all surplus lines premiums. (A.C.A. § 23-65-307).

California	<p>NOTICE:</p> <ol style="list-style-type: none"> 1. THE INSURANCE POLICY THAT YOU (HAVE PURCHASED) (ARE APPLYING TO PURCHASE) IS BEING ISSUED BY AN INSURER THAT IS NOT LICENSED BY THE STATE OF CALIFORNIA. THESE COMPANIES ARE CALLED "NONADMITTED" OR "SURPLUS LINE" INSURERS. 2. THE INSURER IS NOT SUBJECT TO THE FINANCIAL SOLVENCY REGULATION AND ENFORCEMENT THAT APPLY TO CALIFORNIA LICENSED INSURERS. 3. THE INSURER DOES NOT PARTICIPATE IN ANY OF THE INSURANCE GUARANTEE FUNDS CREATED BY CALIFORNIA LAW. THEREFORE, THESE FUNDS WILL NOT PAY YOUR CLAIMS OR PROTECT YOUR ASSETS IF THE INSURER BECOMES INSOLVENT AND IS UNABLE TO MAKE PAYMENTS AS PROMISED. 4. THE INSURER SHOULD BE LICENSED EITHER AS A FOREIGN INSURER IN ANOTHER STATE IN THE UNITED STATES OR AS A NON-UNITED STATES (ALIEN) INSURER. YOU SHOULD ASK QUESTIONS OF YOUR INSURANCE AGENT, BROKER, OR "SURPLUS LINE" BROKER OR CONTACT THE CALIFORNIA DEPARTMENT OF INSURANCE AT THE FOLLOWING TOLL-FREE TELEPHONE NUMBER: 800-927-4357. ASK WHETHER OR NOT THE INSURER IS LICENSED AS A FOREIGN OR NON-UNITED STATES (ALIEN) INSURER AND FOR ADDITIONAL INFORMATION ABOUT THE INSURER. YOU MAY ALSO CONTACT THE NAIC'S INTERNET WEB SITE AT WWW.NAIC.ORG. 5. FOREIGN INSURERS SHOULD BE LICENSED BY A STATE IN THE UNITED STATES AND YOU MAY CONTACT THAT STATE'S DEPARTMENT OF INSURANCE TO OBTAIN MORE INFORMATION ABOUT THAT INSURER. 6. FOR NON-UNITED STATES (ALIEN) INSURERS, THE INSURER SHOULD BE LICENSED BY A COUNTRY OUTSIDE OF THE UNITED STATES AND SHOULD BE ON THE NAIC'S INTERNATIONAL INSURERS DEPARTMENT (IID) LISTING OF APPROVED NONADMITTED NON-UNITED STATES INSURERS. ASK YOUR AGENT, BROKER, OR "SURPLUS LINE" BROKER TO OBTAIN MORE INFORMATION ABOUT THAT INSURER. 7. CALIFORNIA MAINTAINS A LIST OF APPROVED SURPLUS LINE INSURERS. ASK YOUR AGENT OR BROKER IF THE INSURER IS ON THAT LIST, OR VIEW THAT LIST AT THE WEB SITE OF THE CALIFORNIA DEPARTMENT OF INSURANCE: WWW.INSURANCE.CA.GOV. 8. IF YOU, AS THE APPLICANT, REQUIRED THAT THE INSURANCE POLICY YOU HAVE PURCHASED BE BOUND IMMEDIATELY, EITHER BECAUSE EXISTING COVERAGE WAS GOING TO LAPSE WITHIN TWO BUSINESS DAYS OR BECAUSE YOU WERE REQUIRED TO HAVE COVERAGE WITHIN TWO BUSINESS DAYS, AND YOU DID NOT RECEIVE THIS DISCLOSURE FORM AND A REQUEST FOR YOUR SIGNATURE UNTIL AFTER COVERAGE BECAME EFFECTIVE, YOU HAVE THE RIGHT TO CANCEL THIS POLICY WITHIN FIVE DAYS OF RECEIVING THIS DISCLOSURE. IF YOU CANCEL COVERAGE, THE PREMIUM WILL BE PRORATED AND ANY BROKER'S FEE CHARGED FOR THIS INSURANCE WILL BE RETURNED TO YOU. <p>Date: _____</p> <p>Insured: _____</p>
Colorado	<p>This contract is delivered as a surplus line coverage under the 'Nonadmitted Insurance Act'. The insurer issuing this contract is not licensed in Colorado but is an approved nonadmitted insurer. There is no protection under the provisions of the 'Colorado Insurance Guaranty Association Act'.</p>
Connecticut	<p>NOTICE</p> <p>THIS IS A SURPLUS LINES POLICY AND IS NOT PROTECTED BY THE CONNECTICUT INSURANCE GUARANTY ASSOCIATION OR SUBJECT TO APPROVAL BY THE CONNECTICUT INSURANCE DEPARTMENT. IT IS IMPORTANT THAT YOU READ AND UNDERSTAND THIS POLICY.</p>

Delaware	This insurance contract is issued pursuant to the Delaware Insurance Laws by an insurer neither licensed by nor under the jurisdiction of the Delaware Insurance Department. This insurer does not participate in insurance guaranty funds created by state law. In the event of the insolvency of the surplus lines insurer, losses will not be paid by the state insurance guaranty fund.
District of Columbia	This insurance contract is issued by an insurer neither licensed by nor under the supervision of the District of Columbia Department of Insurance, Securities and Banking. If the insurer that issued this policy becomes insolvent, insureds or claimants will not be protected by the District of Columbia Insurance Guaranty Association Act.
Florida	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.
Georgia	This contract is registered and delivered as a surplus line coverage under the Surplus Line Insurance Law, O.C.G.A. Chapter 33-5.
Hawaii	This insurance contract is issued by an insurer which is not licensed by the State of Hawaii and is not subject to its regulation or examination. If the insurer is found insolvent, claims under this contract are not covered by any guaranty fund of the State of Hawaii.
Idaho	This surplus line contract is issued pursuant to the Idaho insurance laws by an insurer not licensed by the Idaho Department of Insurance. There is no coverage provided for surplus line insurance by either the Idaho Insurance Guaranty Association or by the Idaho Life and Health Insurance Guaranty Association.
Illinois	Notice to Policyholder: This contract is issued, pursuant to Section 445 of the Illinois Insurance Code, by a company not authorized and licensed to transact business in Illinois and as such is not covered by the Illinois Insurance Guaranty Fund.
Iowa	This policy is issued, pursuant to Iowa Code section 515.120, by a nonadmitted company in Iowa and as such is not covered by the Iowa Insurance Guaranty Association.
Kansas	This policy is issued by an insurer not authorized to do business in Kansas and, as such, the form, financial condition and rates are not subject to review by the commissioner of insurance and the insured is not protected by any guaranty fund.
Kentucky	This insurance has been placed with an insurer not licensed to transact business in the Commonwealth of Kentucky but eligible as a surplus lines insurer. The insurer is not a member of the Kentucky Insurance Guaranty Association. Should the insurer become insolvent, the protection and benefits of the Kentucky Insurance Guaranty Association are not available.
Louisiana	<p>NOTICE</p> <p>This insurance policy is delivered as a surplus line coverage under the Insurance Code of the State of Louisiana.</p> <p>In the event of insolvency of the company issuing this contract, the policyholder or claimant is not covered by the Louisiana Insurance Guaranty Association which guaranties only specific policies issued by an insurance company authorized to do business in Louisiana.</p> <p>This surplus lines policy has been procured by the following licensed Louisiana surplus lines broker:</p> <p>_____</p> <p>Signature of Licensed Louisiana Surplus Lines Broker or Authorized Representative</p> <p>_____</p> <p>Printed Name of licensed Louisiana Surplus Lines Broker</p>

Maine	This insurance contract is issued pursuant to the Maine Insurance Laws by an insurer neither licensed by nor under the jurisdiction of the Maine Bureau of Insurance.
Maryland	This insurance is issued by a nonadmitted insurer not under the jurisdiction of the Maryland Insurance Commissioner.
Massachusetts	This policy is insured by a company which is not admitted to transact insurance in the commonwealth, is not supervised by the commissioner of insurance and, in the event of an insolvency of such company, a loss shall not be paid by the Massachusetts Insurers Insolvency Fund under chapter 175D.
Michigan	This insurance has been placed with an insurer that is not licensed by the State of Michigan. In case of insolvency, payment of claims may not be guaranteed.
Minnesota	THIS INSURANCE IS ISSUED PURSUANT TO THE MINNESOTA SURPLUS LINES INSURANCE ACT. THE INSURER IS AN ELIGIBLE SURPLUS LINES INSURER BUT IS NOT OTHERWISE LICENSED BY THE STATE OF MINNESOTA. IN CASE OF INSOLVENCY, PAYMENT OF CLAIMS IS NOT GUARANTEED.
Mississippi	NOTE: This insurance policy is issued pursuant to Mississippi law covering surplus lines insurance. The company issuing the policy is not licensed by the State of Mississippi, but is authorized to do business in Mississippi as a nonadmitted company. The policy is not protected by the Mississippi Insurance Guaranty Association in the event of the insurer's insolvency.
Missouri	This is evidence of insurance procured and developed under the Missouri Surplus Lines Laws. It is NOT covered by the Missouri Insurance Guaranty Association. This insurer is not licensed by the state of Missouri and is not subject to its supervision.
Montana	NOTICE: This coverage is issued by an unauthorized insurer that is an eligible surplus lines insurer. If this insurer becomes insolvent, there is no coverage by the Montana Insurance Guaranty Association under the Montana Insurance Guaranty Association Act. _____ Printed Name of Surplus Lines Insurance Montana License Number Producer _____ Signature of Surplus Lines Insurance Producer
Nebraska	This policy is issued by a nonadmitted insurer, and in the event of the insolvency of such insurer, this policy will not be covered by the Nebraska Property and Liability Insurance Guaranty Association.
Nevada	This insurance contract is issued pursuant to the Nevada insurance laws by an insurer neither licensed by nor under the supervision of the Division of Insurance of the Department of Business and Industry of the State of Nevada. If the insurer is found insolvent, a claim under this contract is not covered by the Nevada Insurance Guaranty Association Act.
New Hampshire	The company issuing this policy is an eligible surplus lines insurer in the state of New Hampshire and the rates charged and policy forms used have not been approved by the commissioner of insurance. If the company issuing this policy becomes insolvent, the New Hampshire insurance guaranty fund shall not be liable for any claims made against the policy.
New Jersey	This policy is written by a surplus lines insurer and is not subject to the filing or approval requirements of the New Jersey Department of Banking and Insurance. Such a policy may contain conditions, limitations, exclusions and different terms than a policy issued by an insurer granted a Certificate of Authority by the New Jersey Department of Banking and Insurance. The insurer has been approved by the Department as an eligible surplus lines insurer, but the policy is not covered by the New Jersey Insurance Guaranty Fund, and only a policy of medical malpractice liability insurance as defined in N.J.S.A. 17:30D-3d or a policy of property insurance covering owner-occupied dwellings of less than four dwelling units are covered by the New Jersey Surplus Lines Guaranty Fund

New Mexico	This policy provides surplus lines insurance by an insurer not otherwise authorized to transact business in New Mexico. This policy is not subject to supervision, review or approval by the superintendent of insurance. The insurance so provided is not within the protection of any guaranty fund law of New Mexico designed to protect the public in the event of the insurer's insolvency.
New York	THE INSURER(S) NAMED HEREIN IS (ARE) NOT LICENSED BY THE STATE OF NEW YORK, NOT SUBJECT TO ITS SUPERVISION, AND IN THE EVENT OF THE INSOLVENCY OF THE INSURER(S), NOT PROTECTED BY THE NEW YORK STATE SECURITY FUNDS. THE POLICY MAY NOT BE SUBJECT TO ALL OF THE REGULATIONS OF THE INSURANCE DEPARTMENT PERTAINING TO POLICY FORMS.
North Carolina	<u>The insurance company with which this coverage has been placed is not licensed by the State of North Carolina and is not subject to its supervision. In the event of the insolvency of the insurance company, losses under this policy will not be paid by any State insurance guaranty or solvency fund.</u>
North Dakota	<p>"Notice: 1. an insurer that is not licensed in this state is issuing the insurance policy that you have applied to purchase. These companies are called "nonadmitted" or "surplus lines" insurers.</p> <p>2. The insurer is not subject to the financial solvency regulation and enforcement that applies to licensed insurers in this state.</p> <p>3. These insurers generally do not participate in insurance guaranty funds created by state law. These guaranty funds will not pay your claims or protect your assets if the insurer becomes insolvent and is unable to make payments as promised.</p> <p>4. Some states maintain lists of approved or eligible surplus lines insurers and surplus lines producers may use only insurers on the lists. Some states issue orders that particular surplus lines insurers cannot be used.</p> <p>5. For additional information about the above matters and about the insurer, you should ask questions of your insurance producer or surplus lines producer. You may also contact your insurance department consumer help line."</p>
Ohio	THE INSURANCE HEREBY EVIDENCED IS WRITTEN BY AN APPROVED NON-LICENSED INSURER IN THE STATE OF OHIO AND IS NOT COVERED IN CASE OF INSOLVENCY BY THE OHIO INSURANCE GUARANTY ASSOCIATION.
Oklahoma	This policy is not subject to the protection of any guaranty association in the event of liquidation or receivership of the insurer.
Oregon	This insurance was procured and developed under the Oregon surplus lines laws. It is NOT covered by the provisions of ORS 734.510 to 734.710 relating to the Oregon Insurance Guaranty Association. If the insurer issuing this insurance becomes insolvent, the Oregon Insurance Guaranty Association has no obligation to pay claims under this insurance.
Pennsylvania	The insurer which has issued this insurance is not licensed by the Pennsylvania Insurance Department and is subject to limited regulation. This insurance is NOT covered by the Pennsylvania Property and Casualty-Insurance Guaranty Association.
Rhode Island	<p>NOTICE</p> <p>THIS INSURANCE CONTRACT HAS BEEN PLACED WITH AN INSURER NOT LICENSED TO DO BUSINESS IN THE STATE OF RHODE ISLAND BUT APPROVED AS A SURPLUS LINES INSURER. THE INSURER IS NOT A MEMBER OF THE RHODE ISLAND INSURERS INSOLVENCY FUND. SHOULD THE INSURER BECOME INSOLVENT, THE PROTECTION AND BENEFITS OF THE RHODE ISLAND INSURERS INSOLVENCY FUND ARE NOT AVAILABLE.</p>
South Carolina	This company has been approved by the director or his designee of the South Carolina Department of Insurance to write business in this State as an eligible surplus lines insurer, but it is not afforded guaranty fund protection.

South Dakota	THIS INSURANCE CONTRACT IS ISSUED BY A NONADMITTED INSURER WHICH IS NOT LICENSED BY NOR UNDER THE JURISDICTION OF THE SOUTH DAKOTA INSURANCE DIRECTOR.
Tennessee	This insurance contract is with an insurer not licensed to transact insurance in this state and is issued and delivered as a surplus line coverage pursuant to the Tennessee insurance statutes.
Texas	This insurance contract is with an insurer not licensed to transact insurance in this state and is issued and delivered as surplus line coverage under the Texas insurance statutes. The Texas Department of Insurance does not audit the finances or review the solvency of the surplus lines insurer providing this coverage, and the insurer is not a member of the property and casualty insurance guaranty association created under Chapter 462, Insurance Code. Chapter 225, Insurance Code, requires payment of a 4.85% percent tax on gross premium.
Utah	The insurer issuing this policy does not hold a certificate of authority to do business in this state and thus is not fully subject to regulation by the Utah insurance commissioner. This policy receives no protection from any of the guaranty associations created under Title 31A, chapter 28.
Vermont	The company issuing this policy has not been licensed by the state of Vermont and the rates charged have not been approved by the commissioner of insurance. Any default on the part of the insurer is not covered by the Vermont Insurance Guaranty Association.
Virginia	<p>NOTICE TO INSURED</p> <p>THE INSURANCE POLICY THAT YOU HAVE APPLIED FOR HAS BEEN PLACED WITH OR IS BEING OBTAINED FROM AN INSURER APPROVED BY THE STATE CORPORATION COMMISSION FOR ISSUANCE OF SURPLUS LINES INSURANCE IN THE COMMONWEALTH, BUT NOT LICENSED OR REGULATED BY THE STATE CORPORATION COMMISSION OF THE COMMONWEALTH OF VIRGINIA. THEREFORE, YOU, THE POLICYHOLDER, AND PERSONS FILING A CLAIM AGAINST YOU ARE NOT PROTECTED UNDER THE VIRGINIA PROPERTY AND CASUALTY INSURANCE GUARANTY ASSOCIATION ACT (ss 38.2-1600 et seq.) OF THE CODE OF VIRGINIA AGAINST DEFAULT OF THE COMPANY DUE TO INSOLVENCY. IN THE EVENT OF INSURANCE COMPANY INSOLVENCY YOU MAY BE UNABLE TO COLLECT ANY AMOUNT OWED TO YOU BY THE COMPANY REGARDLESS OF THE TERMS OF THIS INSURANCE POLICY, AND YOU MAY HAVE TO PAY FOR ANY CLAIMS MADE AGAINST YOU.</p> <p>_____ (Name of Surplus Lines Broker)</p> <p>_____ (License Number)</p> <p>_____ (Broker's Mailing Address)</p>
Washington	This contract is registered and delivered as a surplus line coverage under the insurance code of the state of Washington, Title 48 RCW. It is not protected by any Washington state guaranty association law.
West Virginia	<p><i>[On front page]:</i> THIS COMPANY IS NOT LICENSED TO DO BUSINESS IN WEST VIRGINIA, AND IS NOT SUBJECT TO THE WEST VIRGINIA INSURANCE GUARANTY ACT.</p> <p><i>[On separate document affixed to policy]:</i> Notice: 1. An insurer that is not licensed in this state is issuing the insurance policy that you have applied to purchase. These companies are called “nonadmitted” or “surplus lines” insurers. 2. The insurer is not subject to the financial solvency regulation and enforcement that applies to licensed insurers in this state. 3. These insurers generally do not participate in insurance guaranty funds created by state law. These guaranty funds will not pay your claims or protect your assets if the insurer becomes insolvent and is unable to make payments as promised. 4. Some states maintain lists of approved or eligible surplus lines insurers and surplus lines brokers may use only insurers on the lists. Some states issue orders that particular surplus lines insurers cannot be used. 5. For additional information about the above matters and about the insurer, you should ask questions of your insurance agent or surplus lines licensee. You may also contact your insurance commission consumer help line.</p>

Wisconsin	This insurance contract is with an insurer which has not obtained a certificate of authority to transact a regular insurance business in the state of Wisconsin, and is issued and delivered as a surplus line coverage pursuant to s.618.41 of the Wisconsin Statutes. Section 618.43(1), Wisconsin Statutes, requires payment by the policyholder of 3% tax on gross premium.
Wyoming	This insurance contract is issued pursuant to the Wyoming Insurance Laws by an insurer neither licensed by nor under the jurisdiction of the Wyoming Insurance Department. In the event of insolvency of the surplus lines insurer, losses will not be paid by the Wyoming Insurance Guaranty Association.”

4842-9093-1462, v. 1
Revised 04.10.2017

Liberty Mutual Group Privacy Notice

Commercial Lines (excluding Workers' Compensation)
(Effective January 1, 2020)

Liberty Mutual Group and its affiliates, subsidiaries, and partners (collectively "Liberty Mutual" or "we", "us" and "our") provide insurance to companies and other insurers. This Privacy Notice explains how we gather use, and share your data. This Privacy Notice applies to you if you are a **Liberty Mutual commercial line insured or are a commercial line claimant residing outside of California**. It does not apply to covered employees or claimants under Workers' Compensation policies. If this notice does not apply to you, go to libertymutual.com/privacy to review the applicable Liberty Mutual privacy notice.

What Data Does Liberty Mutual Gather?

We may collect the following categories of data:

- **Identifiers**, including a real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security Number, driver's license number, or other similar identifiers;
- **Personal information** such as your name, signature, Social Security Number, physical characteristics or description, address, telephone number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, financial information, medical information, or health insurance information;
- **Protected classification characteristics**, including age, race, color, national origin, citizenship, religion or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, or veteran or military status;
- **Commercial information**, including records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories and tendencies;
- **Internet or other similar network activity**, including browsing history, search history, information on a consumer's interaction with a website, application, or advertisement;
- **Professional or employment related information**, including current or past job history or performance evaluations;
- **Inferences drawn from other personal information**, such as a profile reflecting a person's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes;
- **Risk data**, including data about your driving and/or accident history; this may include data from consumer reporting agencies, such as your motor vehicle records and loss history information, health data, or criminal convictions; and
- **Claims data**, including data about your previous and current claims, which may include data regarding your health, criminal convictions, third party reports, or other personal data.

How We Get the Personal Data:

We gather your personal data directly from you . For example, you provide us with data when you:	We also gather your personal data from other people . For example:
✦ ask about, buy insurance or file a claim	✦ your insurance agent or broker
✦ pay your policy	✦ your employer, association or business (if you are insured through them)

✦ visit our websites, call us, or visit our office	✦ our affiliates or other insurance companies about your transactions with them
	✦ consumer reporting agencies, Motor Vehicle Departments, and inspection services, to gather your credit history, driving record, claims history, or value and condition of your property
	✦ other public directories and sources
	✦ third parties, including other insurers, brokers and insurance support organizations who you have communicated with about your policy or claim, anti-fraud databases, sanctions lists, court judgments and other databases, government agencies, open electoral register or in the event of a claim, third parties including other parties to the claim witnesses, experts loss adjusters and claim handlers
	✦ other third parties who take out a policy with us and are required to provide your data such as when you are named as a beneficiary or where a family member has taken out a policy which requires your personal data

How Does Liberty Mutual Use My Data?

Liberty Mutual uses your data to provide you with our products and services, and as otherwise provided in this Privacy Notice. Your data may be used to:

<u>Business Purpose</u>	<u>Data Categories</u>
Market, sell and provide insurance. This includes for example: <ul style="list-style-type: none"> • calculating your premium; • determining your eligibility for a binder; • confirming your identity and service your policy; 	<ul style="list-style-type: none"> • Identifiers • Personal Information • Protected Classification Characteristics • Commercial Information • Internet or other similar network activity • Professional or employment related information • Inferences drawn from other personal information • Risk data • Claims data
Manage your claim. This includes, for example: <ul style="list-style-type: none"> • managing your claim, if any; • conducting claims investigations; • conducting medical examinations; • conducting inspections, appraisals; • providing roadside assistance; • providing rental car replacement, or repairs; 	<ul style="list-style-type: none"> • Identifiers • Personal Information • Protected Classification Characteristics • Commercial Information • Internet or other similar network activity • Professional or employment related information • Inferences drawn from other personal information • Risk data • Claims data

<p>Day to Day Business and Insurance Operations. This includes, for example:</p> <ul style="list-style-type: none"> • creating, maintaining, customizing and securing accounts; 	<ul style="list-style-type: none"> • Identifiers • Personal Information • Protected Classification Characteristics • Commercial Information
<ul style="list-style-type: none"> • supporting day-to-day business and insurance related functions; • doing internal research for technology development; • marketing and creating products and services; • conducting audits related to a current contact with a consumer and other transactions; • as described at or before the point of gathering personal data or with your authorization; 	<ul style="list-style-type: none"> • Internet or other similar network activity • Professional or employment related information • Inferences drawn from other personal information • Risk data • Claims data
<p>Security and Fraud Detection. This includes for example:</p> <ul style="list-style-type: none"> • detecting security issues; • protecting against fraud or illegal activity, and to comply with regulatory and law enforcement authorities; • managing risk and securing our systems, assets, infrastructure and premises; roadside assistance, rental car replacement, or repairs • help to ensure the safety and security of Liberty staff, assets and resources, which may include physical and virtual access controls and access rights management; • supervisory controls and other monitoring and reviews, as permitted by law; and emergency and business continuity management; 	<ul style="list-style-type: none"> • Identifiers • Personal Information • Protected Classification Characteristics • Commercial Information • Internet or other similar network activity • Professional or employment related information • Inferences drawn from other personal information • Risk data • Claims data

<p>Regulatory and Legal Requirements. This includes for example:</p> <ul style="list-style-type: none"> • controls and access rights management; • to evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of Liberty's assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal data held by Liberty is among the assets transferred; • exercising and defending our legal rights and positions; • to meet Liberty contract obligations; • to respond to law enforcement requests and as required by applicable law, court order, or governmental regulations; • as otherwise permitted by law. 	<ul style="list-style-type: none"> • Identifiers • Personal Information • Protected Classification Characteristics • Commercial Information • Internet or other similar network activity • Professional or employment related information • Inferences drawn from other personal information • Risk data • Claims data
<p>Improve Your Customer Experience and Our Products. This includes for example:</p> <ul style="list-style-type: none"> • improve your customer experience, our products and service; 	<ul style="list-style-type: none"> • Identifiers • Personal Information • Commercial Information • Internet or other similar network activity • Professional or employment related information
<ul style="list-style-type: none"> • to provide, support, personalize and develop our website, products and services; • create and offer new products and services; 	<ul style="list-style-type: none"> • Inferences drawn from other personal information • Risk data • Claims data
<p>Analytics to identify, understand and manage our risks and products. This includes for example:</p> <ul style="list-style-type: none"> • conducting analytics to better identify, understand and manage risk and our products; 	<ul style="list-style-type: none"> • Identifiers • Personal Information • Protected Classification Characteristics • Commercial Information • Internet or other similar network activity • Professional or employment related information • Inferences drawn from other personal information • Risk data • Claims data

<p>Customer service and technical support. This includes for example:</p> <ul style="list-style-type: none"> • answer questions and provide notifications; • provide customer and technical support; 	<ul style="list-style-type: none"> • Identifiers • Personal Information • Commercial Information • Internet or other similar network activity • Professional or employment related information • Inferences drawn from other personal information • Risk data • Claims data
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How Does Liberty Mutual Share My Data?

Liberty Mutual shares personal data of with the following categories of third parties:

- Liberty Mutual affiliates;
- Service Providers;
- Public entities and institutions (e.g. regulatory, quasi-regulatory, tax or other authorities, law enforcement agencies, courts, arbitrational bodies, and fraud prevention agencies);
- Professional advisors including law firms, accountants, auditors, and tax advisors;
- Insurers, re-insurers, policy holders, and claimants; and
- As permitted by law.

Liberty Mutual shares the following categories of personal data to service providers for business purposes:

Identifiers	Personal Data;
Protected Classification Characteristics;	Commercial Information;
Internet or other similar network activity;	Claims Data;
Inferences drawn from other personal information;	Risk Data;
Professional, employment, and education information;	

Will Liberty Mutual Update This Privacy Notice?

We reserve the right to makes changes to this notice at any time and for any reason. The updated version of this policy will be effective once it is accessible. You are responsible for reviewing this policy to stay informed of any changes or updates.

Who Do I Contact Regarding Privacy?

If you have any questions or comments about this Notice please do not hesitate to contact Liberty Mutual at:

Phone: 800-344-0197
Email: privacy@libertymutual.com
Postal Address: Liberty Mutual Insurance Company
175 Berkeley St., 6th Floor
Boston, MA 02116
Attn: Privacy Office

Liberty Mutual Group California Privacy Notice

Commercial Lines (excluding Workers' Compensation)
(Effective January 1, 2020)

Liberty Mutual Group and its affiliates, subsidiaries, and partners (collectively "Liberty Mutual" or "we", "us" and "our") provide insurance to companies and other insurers. This Privacy Notice explains how we gather use, and share your data. This Privacy Notice applies to you if you are a **Liberty Mutual commercial line insured or are a commercial line claimant residing in California**. It does not apply to covered employees or claimants under Workers' Compensation policies. If this notice does not apply to you, go to libertymutual.com/privacy to review the applicable Liberty Mutual privacy notice.

What Data Does Liberty Mutual Gather?

We may collect the following categories of data:

- **Identifiers**, including a real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security Number, driver's license number, or other similar identifiers;
- **Personal information described in California Civil Code § 1798.80(e)**, such as your name, signature, Social Security Number, physical characteristics or description, address, telephone number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, financial information, medical information, or health insurance information;
- **Protected classification characteristics**, including age, race, color, national origin, citizenship, religion or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, or veteran or military status;
- **Commercial information**, including records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories and tendencies;
- **Internet or other similar network activity**, including browsing history, search history, information on a consumer's interaction with a website, application, or advertisement;
- **Professional or employment related information**, including current or past job history or performance evaluations;
- **Inferences drawn from other personal information**, such as a profile reflecting a person's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes;
- **Risk data**, including data about your driving and/or accident history; this may include data from consumer reporting agencies, such as your motor vehicle records and loss history information, health data, or criminal convictions; and
- **Claims data**, including data about your previous and current claims, which may include data regarding your health, criminal convictions, third party reports, or other personal data.

For information about the types of personal data we have collected about California consumers in the past twelve (12) months, please go to libertymutual.com/privacy and click on the link for the California Supplemental Privacy Policy.

How We Get the Personal Data:

We gather your personal data directly from you . For example, you provide us with data when you:	We also gather your personal data from other people . For example:
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▪ ask about, buy insurance or file a claim	▪ your insurance agent or broker
▪ pay your policy	▪ your employer, association or business (if you are insured through them)
▪ visit our websites, call us, or visit our office	▪ our affiliates or other insurance companies about your transactions with them
	▪ consumer reporting agencies, Motor Vehicle Departments, and inspection services, to gather your credit history, driving record, claims history, or value and condition of your property
	▪ other public directories and sources
	▪ third parties, including other insurers, brokers and insurance support organizations who you have communicated with about your policy or claim, anti-fraud databases, sanctions lists, court judgments and other databases, government agencies, open electoral register or in the event of a claim, third parties including other parties to the claim witnesses, experts loss adjustors and claim handlers
	▪ other third parties who take out a policy with us and are required to provide your data such as when you are named as a beneficiary or where a family member has taken out a policy which requires your personal data

For information about how we have collected personal data in the past twelve (12) months, please go to libertymutual.com/privacy and click on the link for the California Supplemental Privacy Policy.

How Does Liberty Mutual Use My Data?

Liberty Mutual uses your data to provide you with our products and services, and as otherwise provided in this Privacy Notice. Your data may be used to:

<u>Business Purpose</u>	<u>Data Categories</u>
Market, sell and provide insurance. This includes for example: <ul style="list-style-type: none"> • calculating your premium; • determining your eligibility for a binder; • confirming your identity and service your policy; 	<ul style="list-style-type: none"> • Identifiers • Personal Information • Protected Classification Characteristics • Commercial Information • Internet or other similar network activity • Professional or employment related information • Inferences drawn from other personal information • Risk data • Claims data
Manage your claim. This includes, for example: <ul style="list-style-type: none"> • managing your claim, if any; • conducting claims investigations; • conducting medical examinations; • conducting inspections, appraisals; • providing roadside assistance; 	<ul style="list-style-type: none"> • Identifiers • Personal Information • Protected Classification Characteristics • Commercial Information • Internet or other similar network activity • Professional or employment related information

<ul style="list-style-type: none"> • providing rental car replacement, or repairs; 	<ul style="list-style-type: none"> • Inferences drawn from other personal information • Risk data • Claims data
<p>Day to Day Business and Insurance Operations. This includes, for example:</p> <ul style="list-style-type: none"> • creating, maintaining, customizing and securing accounts; • supporting day-to-day business and insurance related functions; • doing internal research for technology development; • marketing and creating products and services; • conducting audits related to a current contact with a consumer and other transactions; • as described at or before the point of gathering personal data or with your authorization; 	<ul style="list-style-type: none"> • Identifiers • Personal Information • Protected Classification Characteristics • Commercial Information • Internet or other similar network activity • Professional or employment related information • Inferences drawn from other personal information • Risk data • Claims data
<p>Security and Fraud Detection. This includes for example:</p> <ul style="list-style-type: none"> • detecting security issues; • protecting against fraud or illegal activity, and to comply with regulatory and law enforcement authorities; • managing risk and securing our systems, assets, infrastructure and premises; roadside assistance, rental car replacement, or repairs • help to ensure the safety and security of Liberty staff, assets and resources, which may include physical and virtual access controls and access rights management; • supervisory controls and other monitoring and reviews, as permitted by law; and emergency and business continuity management; 	<ul style="list-style-type: none"> • Identifiers • Personal Information • Protected Classification Characteristics • Commercial Information • Internet or other similar network activity • Professional or employment related information • Inferences drawn from other personal information • Risk data • Claims data
<p>Regulatory and Legal Requirements. This includes for example:</p> <ul style="list-style-type: none"> • controls and access rights management; • to evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of Liberty's assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal data held by Liberty is among the assets transferred; • exercising and defending our legal rights and positions; • to meet Liberty contract obligations; 	<ul style="list-style-type: none"> • Identifiers • Personal Information • Protected Classification Characteristics • Commercial Information • Internet or other similar network activity • Professional or employment related information • Inferences drawn from other personal information • Risk data • Claims data

<ul style="list-style-type: none"> • to respond to law enforcement requests and as required by applicable law, court order, or governmental regulations; • as otherwise permitted by law. 	
Improve Your Customer Experience and Our Products. This includes for example: <ul style="list-style-type: none"> • improve your customer experience, our products and service; • to provide, support, personalize and develop our website, products and services; • create and offer new products and services; 	<ul style="list-style-type: none"> • Identifiers • Personal Information • Commercial Information • Internet or other similar network activity • Professional or employment related information • Inferences drawn from other personal information • Risk data • Claims data
Analytics to identify, understand and manage our risks and products. This includes for example: <ul style="list-style-type: none"> • conducting analytics to better identify, understand and manage risk and our products; 	<ul style="list-style-type: none"> • Identifiers • Personal Information • Protected Classification Characteristics • Commercial Information • Internet or other similar network activity • Professional or employment related information • Inferences drawn from other personal information • Risk data • Claims data
Customer service and technical support. This includes for example: <ul style="list-style-type: none"> • answer questions and provide notifications; • provide customer and technical support; 	<ul style="list-style-type: none"> • Identifiers • Personal Information • Commercial Information • Internet or other similar network activity • Professional or employment related information • Inferences drawn from other personal information • Risk data • Claims data

How Does Liberty Mutual Share My Data?

Liberty Mutual does not sell your personal data as defined by the California Consumer Privacy Act.

Liberty Mutual shares personal data of California consumers with the following categories of third parties:

- Liberty Mutual affiliates;
- Service Providers;
- Public entities and institutions (e.g. regulatory, quasi-regulatory, tax or other authorities, law enforcement agencies, courts, arbitrational bodies, and fraud prevention agencies);
- Professional advisors including law firms, accountants, auditors, and tax advisors;
- Insurers, re-insurers, policy holders, and claimants; and
- As permitted by law.

Liberty Mutual shares the following categories of personal data regarding California consumers to service providers for business purposes:

Identifiers
Protected Classification Characteristics;
Internet or other similar network activity;
Inferences drawn from other personal information;
Professional, employment, and education information;

Personal Data;
Commercial Information;
Claims Data;
Risk Data;

For information about how we have shared personal information in the past twelve (12) months, please go to libertymutual.com/privacy and click on the link for the California Supplemental Privacy Policy.

What Privacy Rights Do I Have?

The California Consumer Privacy Act provides California residents with specific rights regarding personal information. These rights are subject to certain exceptions. Our response may be limited as permitted under law.

Access or Deletion

You may have the right to request that Liberty Mutual disclose certain information to you about our collection and use of your personal data in the twelve (12) months preceding such request, including a copy of the personal data we have collected. You also may have the right to request that Liberty Mutual delete personal data that Liberty Mutual collected from you, subject to certain exceptions.

Specifically, you have the right to request that we disclose the following to you, in each case for the twelve (12) month period preceding your request:

- the categories of personal data we have collected about you;
- the categories of sources from which the personal data was/is collected;
- our business or commercial purpose for collecting personal data;
- the categories of third parties with whom we share personal data;
- the specific pieces of data we have collected about you;
- the categories of personal data about you, if any, that we have disclosed for monetary or other valuable consideration, including the categories of third parties to which we have disclosed the data, by category or categories of personal data for each third party to which we disclosed the personal data; and
- the categories of personal data about you that we disclosed for a business purpose.

You can make a request by either:

Calling: 800-344-0197

Online: libertymutualgroup.com/privacy-policy/data-request

Mail: Liberty Mutual Insurance Company
175 Berkeley St., 6th Floor
Boston, MA 02116
Attn: Privacy Office

You may also make a verifiable consumer request on behalf of your minor child.

You or your authorized agent may only make a verifiable consumer request for access or data deletion twice within a twelve (12) month period. The verifiable consumer request must provide sufficient information that allows Liberty Mutual to reasonably verify that you are the person about whom Liberty Mutual collected personal data or an authorized representative of such person; and describe your request with sufficient detail that allows Liberty Mutual

to properly understand, evaluate, and respond to it. For more information about how Liberty Mutual will verify your identity and how an authorized agent may make a request on your behalf, go to libertymutual.com/privacy and click on the California Supplemental Privacy Policy.

Response Timing

Liberty Mutual will respond to a verifiable consumer request within forty-five (45) days of its receipt. If more time is needed, Liberty Mutual will inform you of the reason and extension period in writing.

Any disclosures that will be provided will only cover the twelve (12) month period preceding our receipt of the verifiable consumer request. If Liberty Mutual is unable to fulfill your request, you will be provided with the reason that the request cannot be completed. For more information about how we will respond to requests, go to libertymutual.com/privacy and click on the California Supplemental Privacy Policy.

Rights to opt in and out of data selling

California consumers have the right to direct businesses not to sell your personal data (opt-out rights), and personal data of minors under 16 years of age will not be sold, as is their right, without theirs or their parents' opt-in consent. Liberty Mutual does not sell the personal data of consumers. For more information, go to libertymutual.com/privacy and click on the California Supplemental Privacy Policy.

No account needed

You do not need to create an account with Liberty Mutual to exercise your rights. Liberty Mutual will only use personal data provided in a request to review and comply with the request.

No discrimination

You have the right not to be discriminated against for exercising any of your CCPA rights. Unless permitted by the CCPA, exercising your rights will not cause Liberty Mutual to:

- Deny you goods or services;
- Charge you different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties;
- Provide you a different level or quality of goods or services; or
- Suggest that you may receive a different price or rate for goods or services, or a different level or quality of goods or services.

Will Liberty Mutual Update This Privacy Notice?

We reserve the right to make changes to this notice at any time and for any reason. The updated version of this policy will be effective once it is accessible. You are responsible for reviewing this policy to stay informed of any changes or updates.

Who Do I Contact Regarding Privacy?

If you have any questions or comments about this Notice or the Supplemental CCPA Notice, your rights, or are requesting the Notice in an alternative format, please do not hesitate to contact Liberty Mutual at:

Phone: 800-344-0197
Email: privacy@libertymutual.com
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