



The State of Florida
Department of Management Services

Invitation to Bid (ITB)

84131600

**Accidental Death and Dismemberment Statutory
Death Benefits (AD&D)**

ITB No: 03-84131600-W

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Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, Florida Statutes. Any protest must be timely filed with the Department of Management Services' Agency Clerk. Protests may be filed by courier, hand delivery, or U.S. mail at Department of Management Services, Office of the General Counsel, Attention: Agency Clerk, 4050 Esplanade Way, Suite 160, Tallahassee, FL 32399-0950. Protests may also be filed by fax at 850-922-6312 or by email at agencyclerk@dms.myflorida.com. It is the filing party's responsibility to meet all filing deadlines.

The Procurement Officer should be copied on such filings.

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Timeline of Events

The table below contains the timeline of events for this solicitation. It is the responsibility of the Bidder to check for any changes. The dates and times within the Timeline of Events are subject to change. All changes to the Timeline of Events will occur through an addendum to the solicitation and will be noticed on the State of Florida bidding system, the [Vendor Bid System \(VBS\)](#).

Bidders shall not rely on the MyFloridaMarketPlace (MFMP) Sourcing time clock. It is not the official submission date and time deadline. The official solicitation closing time and deadlines are reflected in the Timeline of Events listed below.

Timeline of Events	Event Time (ET)	Event Date
Solicitation posted on the VBS and in MFMP Sourcing	N/A	October 1, 2019
Deadline to submit questions in MFMP Sourcing	5:00 PM	October 8, 2019
Department's anticipated posting of answers	N/A	October 15, 2019
Deadline to submit bid and all required documents in MFMP Sourcing	10:00 AM	November 1, 2019
Public Opening 4050 Esplanade Way, Suite 380K, Tallahassee, FL 32399-0950	10:01 AM	November 1, 2019
Anticipated date to post Notice of Intent to Award	N/A	November 12, 2019
Anticipated Contract start date	12:01 AM	November 30, 2019

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1 INTRODUCTION

1.1 Objective

The State of Florida Department of Management Services' Division of State Purchasing (Department) is issuing this Invitation to Bid (ITB) to establish a multiyear insurance policy for Accidental Death and Dismemberment Statutory Death Benefits (AD&D) for the Named Insured.

The solicitation will be administered using MFMP Sourcing and the Vendor Bid System (VBS). The VBS will serve as the official system of record.

1.2 Background Information

This AD&D policy has an average annual spend of \$132,535. The historical spend is for informational purposes only and should not be construed as representing actual, guaranteed, or minimum spend under a new contract.

1.3 Term

The term of the contract resulting from this solicitation will be for one year beginning November 30, 2019, 12:01 a.m., and ending November 30, 2020, 12:01 a.m., with up to three additional annual Policy terms at the pricing specified in the bid and in accordance with the terms and conditions specified in the Contract. Please refer to Attachment D, Expiring Policy, Page 1 for the current Policy Period expiration date.

1.4 Definitions

Definitions contained in section 287.012, Florida Statutes, Rule 60A-1.001, Florida Administrative Code, Special Contract Conditions, and the PUR 1001 form are incorporated by reference. In the event of a conflict, the definitions listed in this section supersede the incorporated definitions. All definitions apply in both their singular and plural sense.

1.4.1 Bid – an offer of a price.

1.4.2 Bidder - A Broker who submits a bid to this ITB.

1.4.3 Broker - An insurance intermediary in good standing with the State of Florida that holds current and valid Florida resident or nonresident insurance license(s) in the appropriate line of business described in this ITB.

1.4.4 Business day - Each day during which the State and its agencies are open for business, from 8:00 a.m. to 5:00 p.m. Eastern Time, Monday through Friday.

1.4.5 Claim - A demand for recovery for loss or damages resulting from a covered cause of loss.

1.4.6 Commodity Code - The State of Florida numeric code for classifying commodities and contractual services which meet specific requirements, specifications, terms, and conditions herein. Florida has adopted the United Nations Standard Products and Services Code (UNSPSC) for classifying commodities and services.

1.4.7 Contractor - The Broker that has been awarded the Contract.

1.4.8 Covered Category (Code) - The classification of duties for each type of Covered Personnel, to be used for underwriting purposes only.

1.4.9 Covered Personnel – Those individuals eligible for benefits under this Insurance Policy. Coverage is currently contemplated for all state law enforcement officers including

correctional officers, and correctional probation officers; firefighters; Florida Highway Patrol auxiliary officers; state attorney investigators; public defender investigators; members of bomb disposal units; full-time officers or employees of the State certified pursuant to Chapter 943, Florida Statutes, whose duties require serving processes or attending to the terms of circuit or county court as bailiffs as provided in sections 112.18, 112.181, 112.19, 112.191, 321.24 and 943.10, Florida Statutes.

- 1.4.10 Customer** – The agency or eligible user that purchases commodities contractual services pursuant to the Contract. For the purposes of this solicitation, eligible users are limited to state universities, as described by section 1000.21(6), Florida Statutes
- 1.4.11 Death Benefits** - The monetary sums payable to Covered Personnel and their beneficiaries, as stipulated in sections 112.18, 112.181, 112.19, 112.191 Florida Statutes.
- 1.4.12 Department** - The Florida Department of Management Services
- 1.4.13 Disability Benefits** - The monetary sums payable to Covered Personnel who are unable to perform all regular duties as a result of a covered injury.
- 1.4.14 Dismemberment Benefits** - The monetary sums payable to Covered Personnel who are permanently disabled for their lifetimes, as defined in Attachment D, Expiring Policy.
- 1.4.15 Injury** - The accidental death, injury, disability, or dismemberment of Covered Personnel.
- 1.4.16 Insurance Policy or Policy** - The Contract for insurance that the Broker must provide to the Department on behalf of the Named Insured. The parties to the Insurance Policy will be the Department, the Named Insured, the Broker, and the Insurer.
- 1.4.17 Insurer or Underwriter** - The insurance company selected by the Broker to provide insurance coverage.
- 1.4.18 Named Insured** - Those entities listed in the Scope of Work section and those added during the Policy Period.
- 1.4.19 Policy Inception** - The effective date of an Insurance Policy.
- 1.4.20 Policy Period** – the time between the exact hour and date of Policy Inception and the hour and date of expiration. Begins at 12:01 am November 30 and expire at 12:01 on November 30 of each calendar year.
- 1.4.21 Premium** - The amount of money the Named Insured pays the Broker or Insurer for the Insurance Policy.
- 1.4.22 Principal Sum** – The amount of insurance applicable to each position code assigned to Covered Personnel.
- 1.4.23 State** - The State of Florida.
- 1.4.24 State Purchasing** - The division within the Department responsible for the procurement and administration of this ITB and the day-to-day administration of the Contract.

1.4.25 Temporary Total Disability – The accidental bodily injury that solely and directly prevents Covered Personnel from performing one’s regular occupation or, with respect to those unemployed, prevents Covered Personnel from engaging in the normal and customary activities of a person of like age and sex in good health; causes a condition which is medically determined by a physician to be continuous; and requires the continuous care of a physician.

1.4.26 United Nations Standard Products and Services Code (UNSPSC) – A commodity code list used by the State.

1.4.27 Vendor – A Broker

1.5 Procurement Officer

The Procurement Officer is the sole point of contact for this ITB.

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Florida Department of Management Services
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Tallahassee, FL 32399-0950
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****ALL EMAILS TO THE PROCUREMENT OFFICER SHOULD CONTAIN THE SOLICITATION NUMBER IN THE SUBJECT LINE OF THE EMAIL****

1.6 Order of Precedence for Solicitation

In the event of a conflict between any of the solicitation documents, the conflict will be resolved in the following order of priority (highest to lowest):

- a) Addenda to Solicitation, if issued (in reverse order of issuance)
- b) Scope of Work
- c) Attachment D, Expiring Policy
- d) Attachment B, Additional Special Contract Conditions
- e) Attachment C, Special Contract Conditions
- f) Attachment A, Draft Contract
- g) ITB and all other ITB attachments

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2 SCOPE OF WORK

2.1 Department Insurance Program

The State of Florida has statutorily established the following two methods for state agencies and other governmental entities to obtain insurance coverage: (1) the State Risk Management Trust Fund (SRTF) administered by the Department of Financial Services, Division of Risk Management, for property, general liability, automotive liability, federal civil rights, court-awarded attorney's fees in certain other proceedings against the state, and workers compensation, as established by Chapter 284, Florida Statutes; and (2) commercial insurance purchased by the Division of State Purchasing pursuant to section 287.042, Florida Statutes, for risks not eligible for coverage through the SRTF.

Subsection 287.022(1), Florida Statutes, provides "Insurance, while not a commodity, nevertheless shall be purchased for all agencies by the department, except that agencies may purchase title insurance for land acquisition and may make emergency purchases of insurance pursuant to s. 287.057(3)(a), Florida Statutes. The procedures for purchasing insurance, whether the purchase is made by the department or by the agencies, shall be the same as those set forth herein for the purchase of commodities".

State Purchasing operates the Florida Insurance Program, which is responsible for the purchase and management of insurance for executive branch agencies, at their own choosing and based upon funding allocations. The purpose and goal of the Department Insurance Program is to provide coverage at the best rates possible for Florida state agencies. Whenever possible, the Insurer must provide coverage to any state agency requesting coverage under this program.

2.2 Purpose

The purpose of the solicitation is to establish a multiyear AD&D Insurance policy for the Named Insured. The Vendor shall market and secure an Insurance Policy on behalf of the State of Florida and the Named Insureds that shall, at a minimum, include coverage as set forth below in subsection 2.6, Coverage and Deductibles, and the same or better coverage as set forth in Attachment D, Expiring Policy. The Insurance Policy secured on behalf of the State of Florida and the Named Insureds shall be provided at the pricing specified in the bid, provided in accordance with Florida Statutes, and conform with the terms and conditions specified in the Contract.

2.3 Commodity Code List

UNSPSC	Commodity Description
84131600	Life and health and accident insurance
84131603	Accidental injury insurance
84131604	Disability insurance

2.4 Named Insured

The Master policyholder is the State of Florida, c/o the Department of Management Services, Division of State Purchasing, 4050 Esplanade Way, Suite 360, Tallahassee, FL 32399-0950.

The following entities are the current Named Insureds for whom coverage is being sought:

APD	Agency for Persons with Disabilities
DACS	Department of Agriculture and Consumer Services
DBPR	Department of Business and Professional Regulation
DCF	Department of Children and Families

DFS	Department of Financial Services
DHSMV	Department of Highway Safety and Motor Vehicles
OAG – DLA	Department of Legal Affairs (Office of the Attorney General)
5DCA	Fifth District Court of Appeal
FWC	Fish and Wildlife Conservation Commission
FAMU	Florida Agricultural and Mechanical University
FAU	Florida Atlantic University
FDLE	Florida Department of Law Enforcement
FGCU	Florida Gulf Coast University
FPU	Florida Polytechnic University
FSDB	Florida School for the Deaf and Blind
FSU	Florida State University
JAC	Justice Administrative Commission
SC	Florida Supreme Court
4DCA	Fourth District Court of Appeal
JAC	Justice Administrative Commission
NCF	New College of Florida
3DCA	Third District Court of Appeal
UCF	University of Central Florida
UF	University of Florida
UNF	University of North Florida
USF	University of South Florida
UWF	University of West Florida

NOTE: Named Insured may be added or removed during the Policy Period as outlined in this ITB. Additions to the Named Insureds must be consistent with the current Contract Insurance Policy terms and conditions and applicable Covered Personnel code rates.

2.5 Covered Personnel

The following paragraphs provide non-exhaustive description of the duties performed by Covered Personnel. The Attachment F – Price Sheet contains the current list of Covered Personnel positions for which the Department is seeking coverage, along with the associated Code. An updated breakdown of Covered Personnel positions and number of covered positions for each Covered Personnel Code will be provided to the successful Bidder upon award. This information is for underwriting purposes. Additional underwriting information can be found in ITB subsection 2.14, Underwriting Information.

2.5.1 Law Enforcement

Individuals elected, appointed, or employed full time by any municipality or the state or any political subdivision thereof; who is vested with authority to bear arms and make arrests; and whose primary responsibility is the prevention and detection of crime, the enforcement of the penal, criminal, traffic, or highway laws of the state, and/or the location, handling, and disposal of explosive devices. This definition includes all certified supervisory and command personnel whose duties include, in whole or in part, the supervision, training, guidance, and management responsibilities of full-time law enforcement officers, part-time law enforcement officers, or auxiliary law enforcement officers but does not include support personnel employed by the employing agency.

2.5.2 Law Enforcement: Officer, Investigator, or Inspector

Employees of the state employed on a full-time basis by a state attorney, and each special investigator appointed by the state attorney pursuant to the provisions of section 27.251, Florida Statutes, are law enforcement officers of the state, are conservators of the peace, and are under the direction and control of the state attorney who employs him or her with full powers of arrest, in accordance with the laws of this state. This individual has the authority to make

arrests, serve court documents, and carry weapons on their person in the same manner as other law enforcement officers in accordance with section 27.255, Florida Statutes. Duties may include wildlife and environmental protection and enforcement. Covered occupations include public defender investigators, investigators, inspectors, and state park patrol officers.

2.5.3 Pilots

Employees of the state who are vested with the authority to bear arms and make arrests and whose primary responsibility is the prevention and detection of crime or the enforcement of the criminal laws of the state. This classification includes employees who are certified by the Federal Aviation Agency and have been approved as state pilots. Pilot responsibilities include, but are not limited to: fire detection, fire suppression, aerial ignition, prescribed burning, survey of fire and insect damage, aerial coordination of ground personnel, and transportation of firefighting personnel; search and rescue, conservation management; surveillance and detection of illicit drug traffic and domestic marijuana eradication; and research.

2.5.4 Reserve, Volunteer, Auxiliary Officers

Auxiliary law enforcement officers are any person employed or appointed, with or without compensation, who aids or assists as a full-time or part-time law enforcement officer and who, while under the direct supervision of a full-time or part-time law enforcement officer, has the authority to bear arms, arrest, and perform law enforcement functions. Auxiliary correctional officers are any person employed or appointed, with or without compensation, who aids or assists a full-time or part-time correctional officer and who, while under the supervision of a full-time or part-time correctional officer, has the same authority as a full-time or part-time correctional officer for the purpose of providing supervision, protection, care, custody, and control of inmates within a correctional institution or a county or municipal detention facility.

2.5.5 Patrol Officers

Employees of the state who are vested with the authority to patrol the state highways and regulate, control, and direct the movement of traffic thereon; to maintain the public peace by preventing violence on highways; to apprehend fugitives from justice; to enforce all laws regulating and governing traffic, travel, and public safety upon the public highways and providing for the protection of the public highways and public property thereon, including the security and safety of this state's transportation infrastructure; to make arrests without warrant for the violation of any state law committed in their presence in accordance with state law; to regulate and direct traffic concentrations and congestions; to enforce laws governing the operation, licensing, and taxing and limiting the size, weight, width, length, and speed of vehicles and licensing and controlling the operations of drivers and operators of vehicles, including the safety, size, and weight of commercial motor vehicles; to collect all state fees and revenues levied as an incident to the use or right to use the highways for any purpose, including the taxing and registration of commercial motor vehicles; to require the drivers of vehicles to stop and exhibit their driver licenses, registration cards, or documents required by law to be carried by such vehicles; to investigate traffic accidents, secure testimony of witnesses and of persons involved, and make report thereof with copy, if requested in writing, to any person in interest or his or her attorney; to investigate reported thefts of vehicles; and to seize contraband or stolen property on or being transported on the highways; to assist other constituted law enforcement officers of the state to quell mobs and riots, guard prisoners, and police disaster areas; and to make arrests in accordance with section 321.05, Florida Statutes.

2.5.6 Firefighters

Employees of the state who are employed as a full-time firefighter within the fire department or public safety department of an employer whose primary responsibilities are the prevention and extinguishing of fires, the protection of life and property therefrom, and the enforcement of municipal, county, and state fire prevention codes and laws pertaining to the prevention and

control of fires who is certified pursuant to section 633.408, Florida Statutes, and who is a member of a duly constituted fire department of such employer or who is a volunteer firefighter.

2.5.7 Certified Correctional Officers, Security Officers, Bailiffs, and Process Servers

Full time employees of the state appointed or employed by the state or any political subdivision thereof, or by any private entity which has contracted with the state or county, and whose primary responsibility is the supervision, protection, care, custody, and control, or investigation, of inmates within a correctional institution; however, the term "correctional officer" does not include any secretarial, clerical, or professionally trained personnel. Security Officers, Bailiffs, and Process Servers are also covered under this Covered Personnel position, however duties are different than those listed above.

2.5.8 Correctional Probation Officer

Full time employees of the state employed by the state whose primary responsibility is the supervised custody, surveillance, and control of assigned inmates, probationers, parolees, or community controllees within institutions of the Department of Corrections or within the community. The term includes supervisory personnel whose duties include, in whole or in part, the supervision, training, and guidance of correctional probation officers, but excludes management and administrative personnel above, but not including, the probation and parole regional administrator level.

2.5.9 Trainers

Employees of the state who are vested with authority to bear arms and make arrests and whose primary responsibility is law enforcement training.

2.5.10 Governor's Pilots

Employees of the state whose primary responsibility is to pilot the governor and state executives to events and meetings using state aircraft.

2.6 Coverages and Deductibles

All benefits shall be paid in accordance with sections 112.18, 112.181, 112.19, 112.191, and 321.24, Florida Statutes, and any revisions thereto, and other appropriate provisions of the Florida Statutes.

The Insurance Policy must provide, at a minimum: death benefits, dismemberment, and temporary total disability.

2.6.1 Death Benefits Sums

The following are the monetary sums payable to Covered Personnel and their beneficiaries in accordance with sections 112.19 and 112.191, Florida Statutes (2019). In the event of a statutory change which alters the amount of Death Benefits listed below, the Insurer must provide coverage in accordance with the statutorily required Death Benefit sums and premiums and Covered Personnel code rates shall not be increased. The Department reserves the right to not renew if Death Benefit sums payable to Covered Personnel and their beneficiaries listed below increases or decreases.

2.6.1.1 \$75,000.00- Paid to the designated beneficiary, family member, or estate when a Covered Personnel, while engaged in the performance of the Covered Personnel's duties, is accidentally killed or receives accidental bodily injury which results in the loss of the Covered Personnel's life, provided that such killing is not the result of suicide and that such bodily injury is not intentionally self-inflicted.

2.6.1.2 \$75,000.00- Paid to the designated beneficiary, family member, or estate when a Covered Personnel, while engaged in the performance of the Covered Personnel's duties, is accidentally killed as specified above in subsection 2.6.1.1, and the accidental death occurs:

- (1) for law enforcement
 - (a) as a result of the Covered Personnel's response to fresh pursuit;
 - (b) as a result of the Covered Personnel's response to what is reasonably believed to be an emergency;
 - (c) at the scene of a traffic accident to which the officer has responded; or
 - (d) while the officer is enforcing what is reasonably believed to be a traffic law or ordinance
- (2) for firefighters
 - (a) as a result of the firefighter's response to what is reasonably believed to be an emergency involving the protection of life or property or the firefighter's participation in a training exercise

This sum is in addition to any sum provided for in subsection 2.6.1.1 of this ITB document.

2.6.1.3 \$225,000.00- Paid to the designated beneficiary, family member, or estate when a Covered Personnel, while engaged in the performance of the Covered Personnel's duties, is unlawfully and intentionally killed or dies as a result of such unlawful and intentional act.

For firefighters, this includes when a firefighter engaged in the performance of their duties is unlawfully and intentionally killed, is injured by an unlawful and intentional act of another person and dies as a result of such injury, dies as a result of a fire determined to have been caused by an act of arson, or subsequently dies as a result of injuries sustained therefrom.

2.6.2 Dismemberment

A dismemberment benefit applies to all Covered Personnel in the following categories:

Type of Loss	Benefits Amount
Loss of life	The Principal Sum
Loss of Speech and Loss of Hearing	The Principal Sum
Loss of Speech and one of Loss of Hand, Loss of Foot or Loss of Sight of One Eye	The Principal Sum
Loss of Hearing and one of Loss of Hand, Loss of Foot or Loss of Sight of One Eye	The Principal Sum
Loss of Hands (Both), Loss of Feet (Both), Loss of Sight or a combination of any two of Loss of Hand, Loss of Foot or Loss of Sight of One Eye	The Principal Sum
Quadriplegia	The Principal Sum
Paraplegia	Three-Quarters of the Principal Sum
Hemiplegia	One-Half of the Principal Sum
Loss of Hand, Loss of Foot or Loss of Sight of One Eye (Any one of each)	One-Half of the Principal Sum
Loss of Speech or Loss of Hearing	One-Half of the Principal Sum
Uniplegia	One-Quarter of the Principal Sum
Loss of Thumb and Index Finger of the same hand	One-Quarter of the Principal Sum

See Attachment D – Expiring Policy for further definitions of the types of losses listed above.

Premiums and Covered Personnel code rates shall not be increased above the amounts listed in Attachment F, Price Sheet due to any statutory changes in the amount of death benefits due to Covered Personnel and their beneficiaries.

2.6.3 Temporary Total Disability

This benefit only applies to the Florida Highway Patrol Auxiliary. (All other Covered Personnel are eligible for Dismemberment Benefits and Disability Benefits through the State of Florida's Bureau of State Employees' Workers' Compensation Claims.)

- a) Weekly Amount - \$300
- b) Maximum Benefit Period - 104 Weeks

2.7 Historical Premium and Loss Information

The Broker must submit a Claim and loss summary report annually to the Department's Contract Manager. The Department reserves the right to request loss runs at any time during the Policy Period. The historical premium and loss information for the past five years is included in Attachment L of this solicitation document. This information is for informational purposes only and should not be construed as representing actual losses under a new Contract.

2.8 Broker / Underwriter Responsibilities

The Broker will market and secure an insurance policy on behalf of the State of Florida and the Named Insured, c/o the Department of Management Services, Division of State Purchasing, 4050 Esplanade Way, Suite 360, Tallahassee, FL 32399-0950.

The Broker shall respond to the Department's services and Named Insured's inquiries during Business days. The following days are observed as holidays by state agencies:

[DMS State Holidays](#)

2.8.1 Routine Communications

All routine communications and reports related to the Contract shall be sent to the Department's Contract Manager. If any information listed on the Broker Information Form attachment changes during the life of the Contract, then the Broker shall update the Broker Information Form and submit to the Department's Contract Manager. Communications may be by e-mail, regular mail, or telephone

2.8.2 Broker License

The Broker, for the duration of the Contract term must hold current and valid Florida resident or non-resident insurance licenses in the appropriate line of business for the insurance coverage provided under the Contract.

Any agents assigned to this insurance policy must maintain current and active insurance license(s) required to secure the insurance described in the ITB.

2.8.3 Premium Invoicing

In addition to the terms in Special Contract Conditions subsection 3.3, Payment Invoicing, the following applies to Contractor invoicing:

- a) Premiums will be invoiced annually at Policy Inception for the Named Insured.
- b) Invoices must include an invoice number, the insurance company name, the insurance policy number, effective dates of coverage, a description of the coverage, payment due date, and a remittance address. Invoices must contain detail sufficient for an audit and contain the Broker's Federal Employer Identification Number.
- c) Invoices are to be issued in the name of the Named Insured and must be provided in writing to the Named Insured and to the Department's Contract

Manager. Payment by the Named Insured will be made in accordance with section 215.422, Florida Statutes. The Department may assist the Broker in securing these payments to the best of its ability.

2.8.4 Insurance Policy Conditions

After award, the Contractor must provide the Department an original and complete copy of the Insurance Policy, including declarations, insuring agreements, conditions, exclusions, schedule of coverage, and all necessary endorsements at policy inception, or an insurance binder until such Insurance Policy is received. The Insurance Policy must include a manuscript endorsement, must conform to the requirements stated in this ITB, and may not take exception to terms in this ITB . Failure to submit a complete Insurance Policy will constitute sufficient grounds for termination.

The Insurance Policy must conform to the following coverage conditions:

- 2.8.4.1 The entire coverage is to be written under one Insurance Policy and represented by one Insurer.
- 2.8.4.2 Coverage must include, at a minimum, the coverage outlined in this ITB and the Attachment D, Expiring Policy; however, broader coverage may be offered.
- 2.8.4.3 Coverage shall apply on a world-wide basis and shall include all forms of travel exposure that may arise throughout the course of Covered Personnel performing official duties, including commutes to and from residences of each Covered Personnel.
- 2.8.4.4 All benefit payments are in addition to any workers' compensation or pension benefits and are exempt from the claims and demands of creditors of such Covered Personnel.
- 2.8.4.5 Deductibles shall not apply to this policy.
- 2.8.4.6 Policy endorsements and invoices will be provided to the Named Insured and the Department as soon as coverage is bound.
- 2.8.4.7 The total number of covered personnel will likely change throughout the policy term. All new qualifying covered personnel shall be covered by the policy that ensues from this solicitation. However, the Named Insured will not be assessed an increased premium for additional personnel provided that the updated number of Covered Personnel from the Named Insured, through additions, does not exceed 10% of the number of the Named Insured's total number of Covered Personnel reported at policy inception. Any updates to the Named Insured's number of personnel that exceeds the 10% threshold shall be invoiced at the appropriate Covered Personnel code rates listed in Attachment F, Price Sheet, on a pro-rated basis.
- 2.8.4.8 The total number of covered personnel will likely change throughout the policy term. Any decreases to the number of personnel shall be refunded to the Named Insured on a pro-rated basis.
- 2.8.4.9 The Broker and Insurer shall provide an Insurance Policy that conforms with all relevant and applicable statutes and regulations governing insurance.

2.8.5 Claims Settlement

Claims must be submitted by the Named Insured to the Broker as outlined in the Insurance Policy that results from this Contract. The Broker or Underwriter must notify the Department in writing at the time the Claim is submitted by a Named Insured during the Policy Period. The Broker must coordinate with the Named Insured filing the Claim on any details required by the Broker to ensure proper settlement.

The Broker is to track all Claims submitted and identify which Named Insured filed the Claim. Any settlement checks must be issued in the name of the Named Insured that filed the Claim, c/o State of Florida - Department of Management Services. Settlement checks must include: policy name and number; the Named Insured who filed the Claim; date of loss; total Claim filed, deductible, check number, and check amount. The Broker will provide Claim settlement checks directly to the Named Insured filing the Claim whenever possible, and the Broker will provide a copy of the settlement check to the Department's Contract Manager.

2.8.6 Additions/Deletions

The Department reserves the right to request additions to or deletion from existing coverages or exposures stated in the Insurance Policy on behalf of the Named Insured when deemed to be in the State's best interest. All requests for addition or deletion to coverage will be made by the Department.

Additions in coverage or exposure must be consistent with current Contract Insurance Policy terms and conditions and must be provided in accordance with Florida Statutes. Named Insureds shall be invoiced for additions at a rate not to exceed the applicable Covered Personnel code rate in Attachment F, Price Sheet, on a pro-rata basis in accordance with section 2.8.4.7.

The Broker or Underwriter will provide premium refund checks to the Named Insured, as appropriate, when changes are made to individual Named Insureds schedules. Refund checks may be provided directly to the Named Insured. The Broker will provide a copy of all refund checks to the Department's Contract Manager for the contract file.

2.8.7 Policy Administration

The Broker must aid in the fulfillment of all obligations to the Department and its Named Insureds as provided for under the Insurance Policy that results from this ITB. The Broker will, at a minimum: communicate with the Insurer on all changes to the policy requested by the Department; provide endorsements for changes to the policy schedule; forward premium payments to the Insurer, as appropriate; and assist in the filing of claims and claim settlement payments. Any failure by the Broker to provide policy administration to the Department will constitute a breach of Contract.

2.8.8 Broker Commission

The Broker will comply with section 287.022, Florida Statutes, which requires an insurer or agent that pays a commission or any portion thereof to any person, on insurance purchased by the Department, to report such payment to the Department in writing and under oath within 30 days thereafter.

2.8.9 Contract Transition

Upon Contract expiration or termination, the incumbent Broker shall ensure a seamless transfer of Contract responsibilities with any subsequent Broker necessary to transition the services of this Contract. The incumbent Broker and subsequent Broker assume all expenses related to the Contract transition.

2.9 Covered Personnel Rate

All Covered Personnel code rates are to be fixed for the full policy term.

2.10 Ad-hoc Report

The Broker is required to submit ad hoc reports to the Department within the specified amount of time as requested by the Department.

2.11 Cancellation

In addition to the requirements of Special Contract Conditions subsection 3.9, Return of Funds, the following applies to cancellation of the Insurance Policy:

All cancellations must be calculated on a pro-rata basis and must adhere to the requirements of Florida law. For the purpose of this clause, pro-rata means, in the case of cancellation of an insurance policy, the return of the Premium for the unexpired term of the policy, without penalty for interim cancellation. The Department reserves the right to cancel the Insurance Policy at any time by providing written notice to the Broker at least 30 (thirty) days prior to the effective date of cancellation. Such cancellation request will be mailed to the Broker's Contract Manager. Cancellation notices from the Insurer will be as provided for in the Insurance Policy and must be mailed to the Department's Contract Manager.

2.12 Independent Broker

The Broker and its employees, agents, representatives, and subcontractors are not employees or agents of the Department and are not entitled to the benefits of State of Florida employees. The Department will not be bound by any acts or conduct of the Broker or its employees, agents, representatives, or subcontractors. The Broker agrees to include this provision in all of its subcontracts under the Contract.

2.13 Insurer Serviceability

The Broker will notify the Department's Contract Manager of any concerns regarding the ability to provide ongoing services, claims settlement, or any diminished actions including, but not limited to, the reduction in the financial rating of the insurer providing coverage subsequent to Contract award. Failure to notify the Department of concerns may, at the Department's option result in termination of the Insurance Policy.

2.14 Underwriting Information

2.14.1 Please refer to subsections 2.5, Covered Personnel, and 2.6, Coverages and Deductibles, for specifics regarding positions covered, coverage limits, and deductibles. Refer to Attachment D, Expiring Policy, for specific coverage terms.

2.14.2 Microsoft® Excel file Attachment F, Price Sheet, contains the following worksheets:

Worksheet Name	Pricing Required for ITB Response
1. Price Sheet	Yes. Annual rate per person for each Covered Personnel Code A-I required; any assessment or fees required.
2. Position By Agency	No. For Reference
2. Pilot Information	No. For Reference
3. Position Code Definition	No. For Reference

2.14.3 The Covered Personnel listed in Attachment F – Price Sheet may be modified in accordance with subsection 2.8.6, Additions/Deletions.

2.15 MFMP Transaction Fee

In addition to the requirements of Special Contract Conditions subsection 3.7, Transaction Fees, the Broker' must pay the Transaction Fees unless the transaction is considered exempt per Rule 60A-1.031 Florida Administrative Code.

3 ITB STANDARD REQUIREMENTS

3.1 Limitation on Contact with Government Personnel (Subsection 287.057(23), F.S.)

Between the release of this solicitation and the end of the 72-hour period following the Department posting the Notice of Intended Award, excluding Saturdays, Sundays, and State holidays (Section 110.117, Florida Statutes), Bidders to this solicitation or persons acting on their behalf may not contact any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the Procurement Officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a Bid.

3.2 Minor Irregularities

Although the Department defines certain items as requirements for responding to the ITB, the Department reserves the right to waive any minor irregularity, technicality, or omission if the Department determines, in its sole discretion, that it is in the best interest of the State to do so. There is no guarantee that the Department will waive a minor irregularity, omission, or deviation, or that any Vendor with a Bid containing a minor irregularity, deviation, or omission will be considered for award of this procurement. The Department may reject any Bid not submitted in the manner specified by this solicitation.

3.3 Mandatory Requirements

A deviation from a requirement or condition is material if, in the State's sole discretion, the deficient Bid is not in substantial accord with the solicitation requirements, provides a substantial advantage to one Bidder over another, or has a potentially significant effect on the quality of the Bid or on the cost to the State. The Department may reject any Bid not submitted in the manner specified by the solicitation documents.

3.4 Special Accommodations

Any person requiring a special accommodation due to a disability should contact the Department's Americans with Disabilities Act (ADA) Coordinator at (850) 922-7535 or at least five business days prior to the scheduled event. If you are hearing or speech-impaired, please contact the ADA Coordinator by using the Florida Relay Service at (800) 955-8771 (TDD). The telephone numbers are supplied for notice purposes only.

3.5 Lobbying Disclosure

The successful Bidder shall comply with applicable federal requirements for the disclosure of information regarding lobbying activities of the successful Bidder, subcontractors or any authorized agent.

3.6 Responsive and Responsible Bid

Bids that do not conform in all material respects to the solicitation requirements, specifications, terms, and conditions of the solicitation or fail to provide all required information, documents, or materials may be rejected as non-responsive. Bids which include a condition or exception may result in the Bid being found not in conformance in all material respects of the solicitation and rejected as non-responsive. Alternatively, and in the Department's sole discretion, the Department may disregard or reject any condition or exception included in a Bid. By submitting a Bid, the Bidder acknowledges the Department's right to disregard or reject any condition or exception included with a Bid and to review the remainder of the submitted Bid as if the condition or exception had not been included. Bidders whose Bids, references, or current status do not reflect the capability, integrity, or reliability to fully and in good faith perform the requirements of a Contract may be deemed not responsible and the Bid rejected as non-responsive. The Department reserves the right to determine which Bids meet the requirements of this solicitation and which Bidders are responsive and responsible.

3.7 Right to Reject

The Department reserves the right to accept or reject all Bids, or separable portions thereof, and to waive any minor irregularity, technicality, or omission if the Department determines that doing so shall serve the Department's best interests. The Department may reject any Bid not submitted in the manner specified by the solicitation documents.

3.8 Redacted Submissions

The following section supplements section 19 of the PUR 1001. If Bidder considers any portion of the documents, data or records submitted in response to this solicitation to be confidential, proprietary, trade secret, or otherwise not subject to disclosure pursuant to Chapter 119, Florida Statute, the Florida Constitution or other authority, Bidder must mark the document as "Confidential" and simultaneously provide the Department with a separate redacted copy of its Bid and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption. This redacted copy shall contain the Department's solicitation name, number, and the Bidder's name on the cover, and shall be clearly titled "Redacted Copy." The redacted copy should only redact those portions of material that the Bidder claims is confidential, proprietary, trade secret or otherwise not subject to disclosure.

In the event of a request for public records pursuant to Chapter 119, Florida Statutes, the Florida Constitution or other authority, to which documents that are marked as confidential are responsive, the Department will provide the redacted copy to the requestor. If a requestor asserts a right to the Confidential Information, the Department will notify the Bidder such an assertion has been made. It is the Bidder's responsibility to assert that the information in question is exempt from disclosure under Chapter 119, Florida Statutes, or other applicable law. If the Department becomes subject to a demand for discovery or disclosure of the Confidential Information of the Bidder in a legal proceeding, the Department shall give the Bidder prompt notice of the demand prior to releasing the information (unless otherwise prohibited by applicable law). The Bidder shall be responsible for defending its determination that the redacted portions of its Bid are confidential, proprietary, trade secret, or otherwise not subject to disclosure.

By submitting a Bid, the Bidder agrees to protect, defend, and indemnify the Department for all claims arising from or relating to the Bidder's determination that the redacted portions of its Bid are confidential, proprietary, trade secret, or otherwise not subject to disclosure. If Bidder fails to submit a redacted copy of information it claims is confidential, the Department is authorized to produce the entire documents, data, or records submitted to the Department in answer to a public records request for these records.

3.9 Additional Information

By submitting a Bid, Bidder certifies that it agrees to and satisfies all criteria specified in the ITB. The Department may request, and Bidder will provide, additional supporting information or documentation. Failure to supply supporting information or documentation as required and requested may result in disqualification of the Bid.

3.10 Identical Tie

If the Department receives two identical Bids, the Department will select a Bidder in accordance with Florida statutes.

4 ITB SPECIFIC REQUIREMENTS

4.1 Responsive Requirements

Bidders shall provide the required documentation requested in this section to be considered responsive.

4.1.1 Attachment E, Responsiveness Requirements Form

The Department will not review Bids from Bidders who do not meet the minimum mandatory requirements listed in Attachment E.

The Bidder will download, complete, and upload the attachment within the MFMP Sourcing Application

4.1.2 Attachment F, Price Sheet

The Department will not review Bids from Bidders who do not submit an Attachment F Price Sheet.

For each Policy Period for which the Bidder intends to submit a Bid, the Bidder must input an annual rate per person for all covered personnel codes A through I in the cells highlighted in yellow for that Policy Period. The Department will not review or consider a bid for a Policy Period that does not include an annual rate per person for all covered personnel codes A through I.

A Bidder may provide pricing for either Policy Period 1; Policy Periods 1 and 2; Policy Periods 1, 2 and 3; or Policy Periods 1, 2, 3 and 4. No other combination of Policy Periods will be accepted or evaluated by the Department. Failure to provide consecutive pricing will result in the Bid being deemed non-responsive.

4.1.3 Insurer Quotation and A.M. Best Rating

The Bidder will upload a copy of the Insurer quotation document which provides coverage limits and deductible information at the same or better coverage as provided for in Attachment D, Expiring Insurance Policy for comparison to the expiring Policy. The Bidder will provide the selected Insurer's most recent A.M. Best Rating Information with the Insurer's quotation. The Department shall reject a Bid as non-responsive if the insurance quotation does not include coverage that is the same or better coverage contemplated in Attachment D, Expiring Insurance Policy.

4.2 Price Sheet Instructions

Bidders will download the Microsoft® Excel file Attachment F, Price Sheet. Review and follow these instructions and the general information as provided in the Price Sheet.

The Bidder is required to supply accurate and complete information. Pricing must be based upon current deductibles.

The Price Sheet is locked and will move automatically to the areas highlighted in yellow where pricing or fees is requested.

If there are any assessments or fees associated with the proposed Insurance Policy, a Bidder must input the name of the assessment or fee (excluding an inspection fee) and its applicable percentage of the premium subtotal associated with the applicable Policy Period. The Price Sheet will auto-calculate the associated cost for the assessment/fee for that Policy Period. For an inspection fee, if applicable, a Bidder must input the associated cost for the applicable Policy Period. An assessment or fee not listed in the Price Sheet for a Policy Period may not subsequently be imposed during the Contract.

Bidders not submitting pricing for Policy Periods 2, 3, or 4 should not input any data into those pricing fields; pricing fields are coded for a numeric response, and anything other than a numeric response will render an error code in the Calculated Premium cell.

Bidders should not include Terrorism Risk Insurance (TRIA) premium pricing, as this coverage is not required on this policy.

Once filled in, upload the filled-in Microsoft® Excel file within the MFMP Sourcing Application. Do not convert the Price Sheet to a PDF.

Other than providing the required bid information within the Price Sheet, the responding Bidder may not alter the information, specifications, or contents of the Price Sheet, as created by the Department. Any such alteration of the Price Sheet specifications or contents may result in the Bidder being deemed non-responsive and its response not evaluated. Bidders are reminded that only one Price Sheet may be submitted by a Broker.

If there is a conflict between these instructions and the Price Sheets, these instructions will control.

4.3 Other Documents to be submitted by vendor with Bid prior to ITB opening

4.3.1 Attachment G, Certification of Drug-Free Workplace

If applicable, the Bidder will download and fill out the attachment and upload the filled-out form within the MFMP Sourcing Application.

4.3.2 Attachment H, Broker Information Form

The Bidder will download and fill out the attachment and upload the filled-out form within the MFMP Sourcing Application. This form identifies persons responsible for answering questions about the Bidder's Bid and administering the Policy.

4.3.3 Attachment I, Insurance Savings/Rate Reductions

The Bidder will download and fill out the attachment and upload within the MFMP Sourcing Application. The Bidder is required to demonstrate the percent (%) savings in rates offered compared to the expiring Policy. The Bidder is required to submit this form with its Bid and, if awarded, at the time of any renewals or extensions.

4.3.4 Administrative Documents

The Bidder will also upload a single PDF file, which includes the following information:

- a) E-verify screenshot
- b) Company's Certificate of Insurance
- c) Out of State Preference Letter from Attorney (if applicable)

Any Bidder who states that its "principal place of business" is outside of this State must submit with its Bid in accordance with section 287.084(2), Florida Statutes, a written opinion of an attorney at law, licensed to practice law in that foreign state, that contains information explaining the preferences, any or none, granted by the law of that state to its own business entities whose principal place(s) of business are in that foreign state in the letting of any or all public contracts. For the purpose of this ITB, "principal place of business" means the state in which the Bidder's high level officers direct, control, and coordinate the Bidder's activities.

4.4 Broker Marketing

All Bidders are to refrain from blocking the insurance market. The State of Florida encourages fair and open competition and participation by all Bidders. The Bidder must not reserve more than a reasonable number of underwriters to prepare a response to this solicitation and any proposed coverage should not have been reserved in advance of this solicitation. If it is determined that there are a limited number of insurance markets available and a Bidder has blocked the markets for other eligible Bidders, the Department reserves the right to reject all responses.

4.5 Registration with the Florida Department of State

If awarded a Contract, the Bidder shall provide the Department with a PDF file of its current and active registration with the Department of State prior to Contract execution. Pursuant to section 607.1501, Florida Statutes, out-of-state corporations, where required, must obtain a current and active Florida Certificate of Authority. Website: www.sunbiz.org.

4.6 Florida Substitute Form W-9

If awarded a Contract, the Bidder shall register and complete an electronic Florida Substitute Form W-9 prior to execution of a Contract. The Internal Revenue Service (IRS) receives and validates the information vendors provide on the Florida Substitute Form W-9. For instructions on how to complete the Florida Substitute Form W-9, please visit: <https://flvendor.myfloridacfo.com/>.

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5 RESPONDING TO THE ITB

5.1 Who May Respond

In order to provide a response to this ITB, fully capable insurance Broker's and the selected Insurer must:

- a) be in good standing with the State of Florida, and
- b) be authorized by the Bidder to respond to this solicitation on the Bidder's behalf, and
- c) have 10 years of experience in the placement and account management of the insurance coverage described in this ITB, and
- d) Possess a valid and current certificate of authority with the appropriate line of business as described in this ITB, in accordance with section 624.404, Florida Statutes, or are an eligible surplus lines insurer in accordance with section 626.915, Florida Statutes.

The Bidder must select an Insurer has an A.M. Best Key Rating of at least A- or a Financial Performance Rating of V from the current A.M. Best's Key Rating.

Additionally, any agents assigned to this insurance Policy must maintain current and active insurance license(s) required to secure the insurance described in the ITB.

5.2 Commitment to Diversity in Government Contracting

The State of Florida is committed to supporting its diverse business industry and population through ensuring participation by woman-, veteran-, and minority-owned small businesses in the economic life of the state. The State of Florida Mentor Protégé Program connects certified business enterprises with private corporations for business development mentoring. The Department strongly encourages firms doing business with the State of Florida to consider participating in this program.

The Department supports diversity in its Procurement Program, and requests that all subcontracting opportunities afforded by this solicitation enthusiastically embrace diversity. The award of subcontracts should reflect the vast array of citizens in the State of Florida. The Bidder may contact the Office of Supplier Diversity at (850) 487-0915 or osdinfo@dms.myflorida.com for more information on certified business enterprises that may be considered for subcontracting opportunities and for more information on the Mentor Protégé Program.

5.3 Question Submission

The Department invites interested and registered Vendors to submit written questions regarding the solicitation through MFMP Sourcing. Vendors who have 'Joined' the MFMP Sourcing event may submit questions using the MFMP Sourcing 'Messages' tab (referred to as the "Q&A Board" in PUR 1001). Questions may be submitted in MFMP Sourcing until the Question Submission Deadline listed in the Timeline of Events.

The following quoted text replaces Paragraph 5 of PUR 1001, which is incorporated by reference in Section 6.1, General Instructions:

"Questions must be submitted via the Q&A Board within MFMP Sourcing and must be RECEIVED NO LATER THAN the time and date reflected on the Timeline of Events. Questions shall be answered in accordance with the Timeline of Events. All answers to properly submitted questions will be issued by an addendum and published and answered in a manner that all proposers will be able to view. Proposers shall not contact any other employee of the Department for information with respect to this solicitation. Each respondent is responsible for

monitoring the VBS for new or changing information. The Department will not be bound by any verbal or written information that is not contained in the solicitation documents or formally noticed and issued by the Department's contracting personnel. Questions to the Procurement Officer or to any Department personnel shall not constitute formal protest of the specifications or of the solicitation, a process addressed in paragraph 20 of the PUR 1001."

Bidders are strongly encouraged to raise any questions or concerns regarding this ITB, including the proposed Contract terms and conditions, during the open question period.

5.4 Addenda to the ITB

The Department reserves the right to modify this solicitation by addenda. Addenda may modify any aspect of this solicitation. Any addenda issued will be posted on the VBS. It is the Bidder's responsibility to check for any changes to a solicitation prior to submitting a Bid.

5.5 Public Opening

Bids will be publicly opened on the date and at the location indicated in the Timeline of Events. Bidders are not required to attend. The Department generally does not announce prices or release other materials at this public meeting, in accordance with paragraph 119.071(1)(b), Florida Statutes.

5.6 Basis of Award

The Department anticipates awarding to one responsive and responsible Bidder whom the Department determines has provided the lowest Calculated Premium (CP). The Department intends to make a single statewide award. The Department reserves the right to accept or reject any and all offers, and to waive any minor irregularity if the Department determines that doing so will serve the best interest of the State

The input of Covered Personnel code rates and assessments and/or fees by Bidders for Policy Periods 1 through 4 must be as described in the Price Sheet section of this ITB and in accordance with the instructions in the Price Sheet.

The Calculated Premium (CP) is auto-calculated based on information input by a Bidder. The annual rate per person submitted in a Policy Period is multiplied by the applicable number of covered persons, creating the Covered Personnel annual premium for that Policy Period. The Premium Sub-Total is the auto-calculated total of all Covered Personnel annual premiums for a Policy Period. The Premium Sub-Total, plus any amounts for assessments and/or fees bid for that Policy Period, is the auto-calculated Total Premium for that Policy Period.

To calculate a Bid for only Policy Period 1, the CP is the Total Premium.

For a Bid for multiple Policy Periods, the Department will not consider or evaluate a bid for multiple Policy Periods that fails to provide consecutive pricing, which is either: pricing for Policy Periods 1 and 2; pricing for Policy Periods 1, 2, and 3; or pricing for Policy Periods 1, 2, 3, and 4. No other combination of Policy Periods will be accepted or evaluated by the Department. Failure to provide consecutive pricing will result in the Bid being deemed non-responsive.

To calculate a Bid for multiple Policy Periods, the CP is the AVERAGE of (PP1+DPP2+DPP3+DPP4).

The following calculation components are defined below:

D = Discounted Premium

Total Policy Period 1 Premium= PP1
Total Policy Period 2 Premium = PP2
Total Policy Period 3 Premium = PP3
Total Policy Period 4 Premium = PP4

PP1 is not discounted.

$DPP2 = \text{Total Premium PP2} / (1+R)^{P1}$

$DPP3 = \text{Total Premium PP3} / (1+R)^{P2}$

$DPP4 = \text{Total Premium PP4} / (1+R)^{P3}$

The following calculation components are defined below:

R = Inflation rate is the most recent ten-year inflation rate from the Survey of Professional Forecasters as of the 3rd quarter 2019. Percentages are expressed as decimals for calculation purposes

P = Period (1, 2, 3)

The Calculated Premium and Discounted Premium are for scoring of the Bidder's Price Sheets only and will not become part of any resulting awarded Contract.

In accordance with section 626.916(1)(b), Florida Statutes, the Premium rate at which the coverage is exported shall not be lower than that rate applicable, if any, in actual and current use by a majority of the authorized insurers for the same coverage on a similar risk. Bids submitted from an eligible surplus lines' insurer with a lower calculated Premium than a Bid submitted by an authorized insurer will not be considered.

5.7 Electronic Posting of Notice of Intended Award

The Department will electronically post a Notice of Intended Award on the VBS for review by interested parties at the time and location specified in the Timeline of Events. The Notice of Intended Award will remain posted for a period of 72 hours, not including weekends or State observed holidays. If the Notice of Intended Award is delayed, in lieu of posting the Notice of Intended Award, the Department may post a notice of delay and a revised date for posting the Notice of Intended Award.

5.8 Firm Response

The following replaces Paragraph 14 of PUR 1001: The Department intends to award a contract within 60 days after the date of the Bid opening, during which period Bids shall remain firm and shall not be withdrawn. If an award is not made within 60 days, all Bids shall remain firm until either the Department awards the Contract, or the Department receives from the Bidder written notice that the Bid is withdrawn, whichever occurs first. Bids that express a shorter duration may, in the Department's sole discretion, be accepted or rejected.

5.9 Modification or Withdrawal of Bid

A Bidder is responsible for the content and accuracy of its Bid. A Bidder may modify or withdraw its Bid at any time prior to the deadline to submit a Bid in accordance with the Timeline of Events, or as otherwise provided in section 5.8.

5.10 Cost of Response Preparation and Independent Preparation

The costs related to the development and submission of a response to this ITB are the full responsibility of the Bidder and are not chargeable to the Department. A Bidder shall not, directly or indirectly, collude, consult, communicate or agree with any other Vendor or Bidder as to any matter related to the Bid each Vendor or Bidder is submitting. Additionally, a Vendor or Bidder shall not induce any other Bidder to modify, withdraw, submit or not submit a Bid.

5.11 Contract Formation

The Department may issue a Notice of Intended Award to a successful Bidder. However, no Contract will be formed between a Bidder and the Department until the Department signs the Contract. The Department shall not be liable for any work performed before the Contract is effective.

The Department intends to enter into a Contract with a Bidder pursuant to the Basis of Award section of this solicitation. No additional documents submitted by a Bidder shall be incorporated in the Contract unless it is specifically identified, incorporated by reference, and approved by the Department. If any additional documents are submitted by the Bidder, the additional documents will not be considered for the Basis for Award.

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6 GENERAL AND SPECIAL INSTRUCTIONS

6.1 General Instructions

PUR 1001, the General Instructions to Bidders, as modified by this ITB, is incorporated by reference and provided via the link below:

<http://www.dms.myflorida.com/content/download/2934/11780/1001.pdf>

In the event any conflict exists between the Special Instructions and General Instructions to Bidders, the Special Instructions shall prevail.

The following sections of the PUR 1001 are inapplicable:

Section 3. Electronic Submission of Bids

Bids shall be submitted in accordance with Section 6.3 of this solicitation.

Section 5. Questions

Questions shall be submitted in accordance with Section 5.3 of this solicitation.

The following section of the PUR 1001 (General Instructions) is modified as follows:

Section 9. Respondent's Representation and Authorization

In submitting a response, each respondent understands, represents, and acknowledges the following.

- *The Respondent is not currently under suspension or debarment by the State or any other governmental authority.*
- *To the best of the knowledge of the person signing the response, the Respondent, its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last 10 years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.*
- *Respondent currently has no delinquent obligations to the State, including a claim by the State for liquidated damages under any other contract.*
- *The submission is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive response.*
- *The prices and amounts have been arrived at independently and without consultation, communication, or agreement with any other respondent or potential Respondent; neither the prices nor amounts, actual or approximate, have been disclosed to any Respondent or potential Respondent, and they will not be disclosed before the solicitation opening.*
- *The Respondent has fully informed the Department in writing of all convictions of the firm, its affiliates (as defined in section 287.133(1)(a) Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees who were convicted of contract crimes while in the employ of another company.*
- *Neither the Respondent nor any person associated with it in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, or position involving the administration of funds:*
 - *Has within the preceding three years been convicted of or had a civil judgment rendered against it or is presently indicted for or otherwise criminally or civilly charged for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft,*

- *forgeries, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or*
- *Has within a three-year period preceding this certification had one or more federal, state, or local government contracts terminated for cause or reason of default that would impair the Respondent's ability to deliver the commodities or contractual services of the resultant contract.*
- *The product offered by the Respondent will conform to the specifications without exception.*
- *The Respondent has read and understands the Contract terms and conditions, and the submission is made in conformance with those terms and conditions.*
- *If an award is made to the Respondent, the respondent agrees that it intends to be legally bound to the Contract that is formed with the State.*
- *The Respondent has made a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting the response, and has been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in the response.*
- *The Respondent shall indemnify, defend, and hold harmless the Department and its employees against any cost, damage, or expense which may be incurred or be caused by any error in the respondent's preparation of its Bid.*
- *All information provided by, and representations made by, the respondent are material and important and will be relied upon by the Department in awarding the Contract. Any misstatement shall be treated as fraudulent concealment from the Department of the true facts relating to submission of the Bid. A misrepresentation shall be punishable under law, including, but not limited to, Chapter 817, Florida Statutes.*

6.2 Special Instructions

6.2.1 MFMP Registration

In order to submit questions regarding this procurement, and to submit a response to the solicitation, a Respondent must be a registered Vendor in the MFMP Vendor Information Portal (VIP). Registered Vendors must log in to the MFMP Sourcing application using their MFMP VIP username and password to ensure that their contact information is correct and that they have registered with the matching commodity code of the MFMP Sourcing event. To participate in the procurement, a Vendor must also indicate its intent to participate in electronic solicitations in MFMP Sourcing on the 'Solicitations' page of its MFMP VIP account.

If you are not currently registered with MFMP VIP, you must:

- a) Create an account through the MFMP VIP.
- b) Within MFMP VIP, indicate on the 'Solicitations' page that you wish to participate in electronic solicitations.
- c) Within MFMP VIP, in the Commodity Selections section, ensure that you have selected the matching commodity codes used in this procurement. Vendors will not receive notifications for procurements with commodity codes that they have not selected in their MFMP VIP account.

Please note: VBS and MFMP Sourcing may provide automated notifications to the Vendor community, as a courtesy, based on commodity codes that are tied to a Vendor's registration in the MFMP VIP. Vendors with a commodity code that matches the commodity code of the MFMP Sourcing event will be able to 'Join' the MFMP Sourcing event. If a Vendor does not have a matching commodity code, VBS and MFMP Sourcing will not provide a courtesy notification and the Vendor will not be able to 'Join' the MFMP Sourcing event. Vendors have the ability to access and update their registration in VIP by adding commodity codes to their

business profile. Changes made in MFMP VIP, including new registrations, may take 48 hours to take effect.

The MFMP VIP can be accessed via this link: <https://vendor.myfloridamarketplace.com/>

The Department strongly recommends that Vendors set their MS Internet Explorer browser to compatibility mode while using MFMP applications. For more information regarding recommended internet browser settings, please click [here](#).

ALL VENDORS MUST 'JOIN' THE MFMP SOURCING EVENT BY THE TIME AND DATE LISTED IN THE TIMELINE OF EVENTS IN ORDER TO PARTICIPATE IN THIS SOLICITATION. THE DEPARTMENT WILL ONLY EVALUATE BIDS SUBMITTED USING MFMP SOURCING.

In order to 'Join' the MFMP Sourcing event, Vendors must:

- a) have a current MFMP Vendor registration within the MFMP VIP; and
- b) select 'Yes' to participate in electronic sourcing events in MFMP Sourcing on the 'Solicitations' page of their MFMP VIP account.

The MFMP Sourcing application may be accessed using the following link: <https://sourcing.myfloridamarketplace.com>

6.2.2 MFMP Sourcing Phases

A solicitation formally begins when the Department posts a Notice on VBS. The Department will also publish the procurement in MFMP Sourcing.

Do not rely on MFMP Sourcing for notices of procurements or agency decisions. VBS is the centralized procurement website designated by the Department for electronic posting of competitive procurements, addenda, agency decisions, intended decisions, including, but not limited to, intended contract awards. MFMP Sourcing is the application for submitting formal questions in response to the solicitation.

The following are MFMP Sourcing phases:

Preview Status

When this solicitation is published as a 'Public Event' in MFMP Sourcing, it will initially exist in a 'Preview' status. During the 'Preview' status, Vendors without a matching commodity code can only preview the MFMP Sourcing event. Vendors with a matching commodity code can 'Join' the event, view and download solicitation documents, and accept the 'Bidder's Agreement.'

In accordance with the time stated on the Timeline of Events, Vendors may submit questions to the Procurement Officer in the 'Messages' tab of the MFMP Sourcing event, during the Preview status, after they have joined the event. The solicitation will remain in 'Preview' status until the 'Open' status begins.

Open Status

The solicitation will be in 'Open' status on the date listed on the Timeline of Events. When a solicitation is in 'Open' status, all registered Vendors with a matching commodity code, who 'Join' the MFMP Sourcing event and accept the 'Bidders Agreement' may submit Bids until the Bids Due date listed in the solicitation's Timeline of Events section.

The solicitation remains in 'Open' status until the Bids Due date and time listed in the solicitation's Timeline of Events section.

Pending Selection Status

After the response due date in the Timeline of Events, the solicitation will enter 'Pending Selection' status. During this phase of the solicitation, the 'Pending Selection' tab will appear in MFMP Sourcing.

Completed Status

If the tab in MFMP Sourcing indicates 'Completed,' either a Notice of Intent to Award or a Notice to Reject All Bids has been posted on VBS. However, do not rely on MFMP Sourcing for this information. The VBS is the centralized procurement website for the posting of agency decisions.

6.2.3 MFMP Training

MFMP University offers Vendor training materials on the Department's website at: https://www.dms.myflorida.com/business_operations/state_purchasing/myfloridamarketplace/mfmp_vendors/training_for_vendors.

For vendors responding to this solicitation, it is highly recommended that vendors review the training provided via this link for Responding to Electronic Solicitations: https://www.dms.myflorida.com/content/download/140134/903704/Responding_to_Electronic_Solicitations.pdf

Please visit [MFMP University](#) to access online trainings on a variety of topics, including Vendor Registration and Selecting Commodity Codes.

6.2.4 MFMP Assistance

If you need assistance using MFMP, please contact the MFMP Customer Service Desk at VendorHelp@myfloridamarketplace.com or (866) 352-3776.

6.3 Submission of a Bid

By submitting a Bid to this solicitation, the Bidder agrees to and waives any objections to requirements contained in the solicitation. By submitting a Bid, the Bidder certifies that it agrees to and satisfies all criteria specified in this solicitation.

Bidders are responsible for submitting their Bids in MFMP Sourcing by the date and time specified in the Timeline of Events of this solicitation. The Department will not consider late Bids.

Submit all attachments and documentation in MFMP Sourcing. Attachments submitted in MFMP Sourcing should be named similarly to the following file naming conventions:

Example:

JohnDoeLLC_Attachment_E.pdf (PDF)

JohnDoeLLC_PriceSheet.xlsx (Excel)

This space left intentionally blank.

ITB ATTACHMENTS

Attachment A	Draft Contract
Attachment B	Additional Special Contract Conditions
Attachment C	Special Contract Conditions
Attachment D	Expiring Policy
Attachment E	Responsiveness Requirements
Attachment F	Price Sheet
Attachment G	Certification of Drug-Free Workplace Form
Attachment H	Broker Information Form
Attachment I	Insurance Savings/Rate Reductions
Attachment J	Historical Premiums and Loss Information

Required Documents to be submitted by vendor prior to ITB opening

Attachment E	Responsiveness Requirements
Attachment F	Price Sheet
Per Section 4.1.3	Insurer Quotation and A.M. Best Key Rating

Other Documents to be submitted by vendor with Bid prior to ITB opening

Attachment G	Certification of Drug Free Workplace, if applicable
Attachment H	Broker Information Form
Attachment I	Insurance Savings/Rate Reductions

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ITB No. 03-84131600-W
Accidental Death & Dismemberment (AD&D)
Statutory Death Benefits Insurance
Attachment A
Draft Contract No: 84131600-20-1

This Contract is between the State of Florida, Department of Management Services (Department), an agency of the State of Florida, on behalf of the Named Insured and _____ (Broker), collectively referred to herein as the "Parties."

Accordingly, the Parties agree as follows:

I. Contract Term

The initial term of the contract will be one year beginning November 30, 2019, 12:01 a.m., and ending November 30, 2020, 12:01 a.m.

II. Contract

As used in this document, the term "Contract" (whether or not capitalized) shall, unless the context requires otherwise, include this document, and all incorporated Attachments and Exhibits, which set forth the entire understanding of the Parties and supersedes all prior agreements. No additional documents submitted by a Broker shall be incorporated in the Contract unless specifically identified, incorporated by reference, and approved by the Department. All modifications to this Contract must be in writing and signed by all Parties.

The Broker may have additional responsibilities and obligations pursuant to the Insurance Policy which are not addressed in this Contract.

All Attachments and Exhibits listed below are incorporated in their entirety into, and form part of, this Contract. The Contract documents shall have priority in the order listed below:

1. This Contract document
2. Exhibit A: Additional Special Contract Conditions
3. Exhibit B: Special Contract Conditions
4. Exhibit C: Insurance policy as issued by Insurer
5. Exhibit D: Price Sheet (as submitted by the Broker)
6. Addenda to this Solicitation, in reverse order of issuance
7. Solicitation and all attachments (excluding Attachments D, H and I)
8. Broker's bid submittal, excluding Exhibit D, Price Sheet

III. Contract Management.

Department's Contract Manager:

Jill Soderberg, DMS Statewide Insurance Program Manager
Division of State Purchasing
Florida Department of Management Services
4050 Esplanade Way, Suite 360
Tallahassee, Florida 32399-0950
Telephone: (850) 488-7996
Email: jill.soderberg@dms.myflorida.com

If the Department changes the Contract Manager, the Department will notify the Broker. Such a change does not require an amendment to the Contract.

Broker's Contract Manager:

Name, Title

Vendor Name

Address

Telephone:

Email:

If the Broker changes its Contract Manager, the Broker will notify the Department. Such a change does not require an amendment to the Contract.

IN WITNESS THEREOF, the Parties hereto have caused this Contract, to be executed by their undersigned officials as duly authorized. This Contract is not valid and binding until signed and dated by the Parties.

BROKER

STATE OF FLORIDA,
DEPARTMENT OF MANAGEMENT SERVICES

Rosalyn Ingram

Director of State Purchasing and Chief
Procurement Officer

DATE:

DATE:



ITB No. 03-84131600-W
Accidental Death & Dismemberment (AD&D)
Statutory Death Benefits Insurance
Attachment B
Additional Special Contract Conditions

The following Sections of Attachment C, Special Contract Conditions are hereby removed in their entirety:

Section 3.2 Price Decreases. The following price decrease terms will apply to the Contract:

3.2.1 Quantity Discounts. Contractor may offer additional discounts for one-time delivery of large single orders;

3.2.2 Preferred Pricing. The Contractor guarantees that the pricing indicated in this Contract is a maximum price. Additionally, Contractor's pricing will not exceed the pricing offered under comparable contracts. Comparable contracts are those that are similar in size, scope, and terms. In compliance with section 216.0113, F.S., Contractor must annually submit an affidavit from the Contractor's authorized representative attesting that the Contract complies with this clause.

3.2.3 Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, the Contractor may conduct sales promotions involving price reductions for a specified lesser period. The Contractor must submit documentation identifying the proposed: (1) starting and ending dates of the promotion, (2) commodities or contractual services involved, and (3) promotional prices compared to then-authorized prices.

Section 3.5 Travel. Travel expenses are not reimbursable unless specifically authorized by the Customer in writing and may be reimbursed only in accordance with section 112.061, F.S.

Section 4.3 Department's Contract Manager. The Department's Contract Manager, who is primarily responsible for the Department's oversight of the Contract, will be identified in a separate writing to the Contractor upon Contract signing in the following format:

Department's Contract Manager Name
Department's Physical Address
Department's Telephone #
Department's Email Address

If the Department changes the Contract Manager, the Department will notify the Contractor. Such a change does not require an amendment to the Contract.

Section 4.4 Contractor's Contract Manager. The Contractor's Contract Manager, who is primarily responsible for the Contractor's oversight of the Contract performance, will be identified in a separate writing to the Department upon Contract signing in the following format:

Contractor's Contract Manager Name
Contractor's Name
Contractor's Physical Address
Contractor's Telephone #
Contractor's Email Address

If the Contractor changes its Contract Manager, the Contractor will notify the Department. Such a change does not require an amendment to the Contract.

Section 4.6 RESPECT. Subject to the agency determination provided for in section 413.036, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), FLORIDA STATUTES; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THE STATE AGENCY INSOFAR AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED.

Additional information about RESPECT and the commodities or contractual services it offers is available at <https://www.respectofflorida.org>.

Section 4.7 PRIDE. Subject to the agency determination provided for in sections 287.042(1) and 946.515, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 946.515(2) AND (4), F.S.; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THIS AGENCY INSOFAR AS DEALINGS WITH SUCH CORPORATION ARE CONCERNED.

Additional information about PRIDE and the commodities or contractual services it offers is available at <https://www.pride-enterprises.org>.

Section 6.4 Inspection and Acceptance of Commodities.

Section 6.4.1 Risk of Loss. Matters of inspection and acceptance are addressed in section 215.422, F.S. Until acceptance, risk of loss or damage will remain with the Contractor. The Contractor will be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer will: record any evidence of visible damage on all copies of the delivering carrier's bill of lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's bill of lading and damage inspection report.

Section 6.4.2 Rejected Commodities. When a Customer rejects a commodity, Contractor will remove the commodity from the premises within ten (10) calendar days after notification of rejection, and the risk of loss will remain with the Contractor. Commodities not removed by the Contractor within ten (10) calendar days will be deemed abandoned by the Contractor, and the Customer will have the right to dispose of such commodities. Contractor will reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected commodities.

Section 6.5 Safety Standards. Performance of the Contract for all commodities or contractual services must comply with requirements of the Occupational Safety and Health Act and other applicable State of Florida and federal requirements.

Section 6.10 Cooperative Purchasing. Pursuant to their own governing laws, and subject to the agreement of the Contractor, governmental entities that are not Customers may make purchases under the terms and conditions contained herein, if agreed to by Contractor. Such purchases are independent of the Contract between the Department and the Contractor, and the Department is not a party to these transactions. Agencies seeking to make purchases under this Contract are required to follow the requirements of Rule 60A-1.045(5), F.A.C.

Section 8.4 Intellectual Property.

Section 8.4.1 Ownership. Unless specifically addressed otherwise in the Contract, the State of Florida shall be the owner of all intellectual property rights to all property created or developed in connection with the Contract.

Section 8.4.2 Patentable Inventions or Discoveries. Any inventions or discoveries developed in the course, or as a result, of services in connection with the Contract that are patentable pursuant to 35 U.S.C. § 101 are the sole property of the State of Florida. Contractor must inform the Customer of any inventions or discoveries developed or made through performance of the Contract, and such inventions or discoveries will be referred to the Florida Department of State for a determination on whether patent protection will be sought. The State of Florida will be the sole owner of all patents resulting from any invention or discovery made through performance of the Contract.

Section 8.4.3 Copyrightable Works. Contractor must notify the Department or State of Florida of any publications, artwork, or other copyrightable works developed in connection with the Contract. All copyrights created or developed through performance of the Contract are owned solely by the State of Florida.

Section 13.1 Background Check. The Department or Customer may require the Contractor to conduct background checks of its employees, agents, representatives, and subcontractors as directed by the Department or Customer. The cost of the background checks will be borne by the Contractor. The Department or Customer may require the Contractor to exclude the Contractor's employees, agents, representatives, or subcontractors based on the background check results. In addition, the Contractor must ensure that all persons have a responsibility to self-report to the Contractor within three (3) calendar days any arrest for any disqualifying

offense. The Contractor must notify the Contract Manager within twenty-four (24) hours of all details concerning any reported arrest. Upon the request of the Department or Customer, the Contractor will re-screen any of its employees, agents, representatives, and subcontractors during the term of the Contract.

Section 13.3 Disqualifying Offenses. If at any time it is determined that a person has been found guilty of a misdemeanor or felony offense as a result of a trial or has entered a plea of guilty or nolo contendere, regardless of whether adjudication was withheld, within the last six (6) years from the date of the court's determination for the crimes listed below, or their equivalent in any jurisdiction, the Contractor is required to immediately remove that person from any position with access to State of Florida data or directly performing services under the Contract. The disqualifying offenses are as follows:

- (a) Computer related crimes;
- (b) Information technology crimes;
- (c) Fraudulent practices;
- (d) False pretenses;
- (e) Frauds;
- (f) Credit card crimes;
- (g) Forgery;
- (h) Counterfeiting;
- (i) Violations involving checks or drafts;
- (j) Misuse of medical or personnel records; and
- (k) Felony theft.

**SPECIAL CONTRACT CONDITIONS
JULY 1, 2019 VERSION**

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In accordance with Rule 60A-1.002(7), F.A.C., Form PUR 1000 is included herein by reference but is superseded in its entirety by these Special Contract Conditions.

SECTION 3. PAYMENT AND FEES.

3.1 Pricing.

The Contractor will not exceed the pricing set forth in the Contract documents.

3.2 Price Decreases.

The following price decrease terms will apply to the Contract:

3.2.1 Quantity Discounts. Contractor may offer additional discounts for one-time delivery of large single orders;

3.2.2 Preferred Pricing. The Contractor guarantees that the pricing indicated in this Contract is a maximum price. Additionally, Contractor's pricing will not exceed the pricing offered under comparable contracts. Comparable contracts are those that are similar in size, scope, and terms. In compliance with section 216.0113, F.S., Contractor must annually submit an affidavit from the Contractor's authorized representative attesting that the Contract complies with this clause.

3.2.3 Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, the Contractor may conduct sales promotions involving price reductions for a specified lesser period. The Contractor must submit documentation identifying the proposed: (1) starting and ending dates of the promotion, (2) commodities or contractual services involved, and (3) promotional prices compared to then-authorized prices.

3.3 Payment Invoicing.

The Contractor will be paid upon submission of invoices to the Customer after delivery and acceptance of commodities or contractual services is confirmed by the Customer. Invoices must contain sufficient detail for an audit and contain the Contract Number and the Contractor's Federal Employer Identification Number.

3.4 Purchase Order.

A Customer may use purchase orders to buy commodities or contractual services pursuant to the Contract and, if applicable, the Contractor must provide commodities or contractual services pursuant to purchase orders. Purchase orders issued pursuant to the Contract must be received by the Contractor no later than the close of business on the last day of the Contract's term. The Contractor is required to accept timely purchase orders specifying delivery schedules that extend beyond the Contract term even when such extended delivery will occur after expiration of the Contract. Purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the Contract shall survive the termination or expiration of the Contract and apply to the Contractor's performance. The duration of purchase orders for recurring deliverables shall not exceed the expiration of the Contract by more than twelve months. Any purchase order terms and conditions conflicting with these Special Contract Conditions shall not become a part of the Contract.

3.5 Travel.

Travel expenses are not reimbursable unless specifically authorized by the Customer in writing and may be reimbursed only in accordance with section 112.061, F.S.

3.6 Annual Appropriation.

Pursuant to section 287.0582, F.S., if the Contract binds the State of Florida or an agency for the purchase of services or tangible personal property for a period in excess of one fiscal year, the State of Florida's performance and obligation to pay under the Contract is contingent upon an annual appropriation by the Legislature.

3.7 Transaction Fees.

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(22), F.S. All payments issued by Customers to registered Vendors for purchases of commodities or contractual services will be assessed Transaction Fees as prescribed by rule 60A-1.031, F.A.C., or as may otherwise be established by law. Vendors must pay the Transaction Fees and agree to automatic deduction of the Transaction Fees when automatic deduction becomes available. Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or reporting of transactions will constitute grounds for declaring the Vendor in default and subject the Vendor to exclusion from business with the State of Florida.

3.8 Taxes.

Taxes, customs, and tariffs on commodities or contractual services purchased under the Contract will not be assessed against the Customer or Department unless authorized by Florida law.

3.9 Return of Funds.

Contractor will return any overpayments due to unearned funds or funds disallowed pursuant to the terms of the Contract that were disbursed to the Contractor. The Contractor must return any overpayment within forty (40) calendar days after either discovery by the Contractor, its independent auditor, or notification by the Department or Customer of the overpayment.

SECTION 4. CONTRACT MANAGEMENT.

4.1 Composition and Priority.

The Contractor agrees to provide commodities or contractual services to the Customer as specified in the Contract. Additionally, the terms of the Contract supersede the terms of all prior agreements between the Parties on this subject matter.

4.2 Notices.

All notices required under the Contract must be delivered to the designated Contract Manager in a manner identified by the Department.

4.3 Department's Contract Manager.

The Department's Contract Manager, who is primarily responsible for the Department's oversight of the Contract, will be identified in a separate writing to the Contractor upon Contract signing in the following format:

Department's Contract Manager Name

Department's Name
Department's Physical Address
Department's Telephone #
Department's Email Address

If the Department changes the Contract Manager, the Department will notify the Contractor. Such a change does not require an amendment to the Contract.

4.4 Contractor's Contract Manager.

The Contractor's Contract Manager, who is primarily responsible for the Contractor's oversight of the Contract performance, will be identified in a separate writing to the Department upon Contract signing in the following format:

Contractor's Contract Manager Name
Contractor's Name
Contractor's Physical Address
Contractor's Telephone #
Contractor's Email Address

If the Contractor changes its Contract Manager, the Contractor will notify the Department. Such a change does not require an amendment to the Contract.

4.5 Diversity.

4.5.1 Office of Supplier Diversity.

The State of Florida supports its diverse business community by creating opportunities for woman-, veteran-, and minority-owned small business enterprises to participate in procurements and contracts. The Department encourages supplier diversity through certification of woman-, veteran-, and minority-owned small business enterprises and provides advocacy, outreach, and networking through regional business events. For additional information, please contact the Office of Supplier Diversity (OSD) at osdinfo@dms.myflorida.com.

4.5.2 Diversity Reporting.

Upon request, the Contractor will report to the Department its spend with business enterprises certified by the OSD. These reports must include the time period covered, the name and Federal Employer Identification Number of each business enterprise utilized during the period, commodities and contractual services provided by the business enterprise, and the amount paid to the business enterprise on behalf of each agency purchasing under the Contract.

4.6 RESPECT.

Subject to the agency determination provided for in section 413.036, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), FLORIDA STATUTES;

AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THE STATE AGENCY INSOFAR AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED.

Additional information about RESPECT and the commodities or contractual services it offers is available at <https://www.respectofflorida.org>.

4.7 PRIDE.

Subject to the agency determination provided for in sections 287.042(1) and 946.515, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 946.515(2) AND (4), F.S.; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THIS AGENCY INSOFAR AS DEALINGS WITH SUCH CORPORATION ARE CONCERNED.

Additional information about PRIDE and the commodities or contractual services it offers is available at <https://www.pride-enterprises.org>.

SECTION 5. COMPLIANCE WITH LAWS.

5.1 Conduct of Business.

The Contractor must comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor must comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, if applicable, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. The provisions of subparagraphs 287.058(1)(a)-(c), and (g), F.S., are hereby incorporated by reference.

5.2 Dispute Resolution, Governing Law, and Venue.

Any dispute concerning performance of the Contract shall be decided by the Department's designated Contract Manager, who will reduce the decision to writing and serve a copy on the Contractor. The decision of the Contract Manager shall be final and conclusive. Exhaustion of this administrative remedy is an absolute condition precedent to the Contractor's ability to pursue legal action related to the Contract or any other form of dispute resolution. The laws of the State of Florida govern the Contract. The Parties submit to the jurisdiction of the courts of the State of Florida exclusively for any legal action related to the Contract. Further, the Contractor hereby waives all privileges and rights relating to venue it may have under Chapter 47, F.S., and all such venue privileges and rights it may have under any other statute, rule, or case law, including, but not limited to, those based on convenience. The Contractor hereby submits to venue in the county chosen by the Department.

5.3 Department of State Registration.

Consistent with Title XXXVI, F.S., the Contractor and any subcontractors that assert status, other than a sole proprietor, must provide the Department with conclusive evidence of a certificate of status, not subject to qualification, if a Florida business entity, or of a certificate of authorization if a foreign business entity.

5.4 Suspended, Convicted, and Discriminatory Vendor Lists.

In accordance with sections 287.042, 287.133, and 287.134, F.S., an entity or affiliate who is on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List during the term of the Contract.

5.5 Scrutinized Companies - Termination by the Department.

The Department may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

5.6 Cooperation with Inspector General and Records Retention.

Pursuant to section 20.055(5), F.S., the Contractor understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor will retain such records for the longer of five years after the expiration of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State, at the Department of State's Records Management website. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor agrees to impose the same obligations to cooperate with the Inspector General and retain records on any subcontractors used to provide goods or services under the Contract.

SECTION 6. MISCELLANEOUS.

6.1 Subcontractors.

The Contractor will not subcontract any work under the Contract without prior written consent of the Department. The Contractor is fully responsible for satisfactory completion of all its subcontracted work. The Department supports diversity in its procurements and contracts, and requests that the Contractor offer subcontracting opportunities to certified woman-, veteran-, and minority-owned small businesses. The

Contractor may contact the OSD at osdhelp@dms.myflorida.com for information on certified small business enterprises available for subcontracting opportunities.

6.2 Assignment.

The Contractor will not sell, assign, or transfer any of its rights, duties, or obligations under the Contract without the prior written consent of the Department. However, the Contractor may waive its right to receive payment and assign same upon notice to the Department. In the event of any assignment, the Contractor remains responsible for performance of the Contract, unless such responsibility is expressly waived by the Department. The Department may assign the Contract with prior written notice to the Contractor.

6.3 Independent Contractor.

The Contractor and its employees, agents, representatives, and subcontractors are independent contractors and not employees or agents of the State of Florida and are not entitled to State of Florida benefits. The Department and Customer will not be bound by any acts or conduct of the Contractor or its employees, agents, representatives, or subcontractors. The Contractor agrees to include this provision in all its subcontracts under the Contract.

6.4 Inspection and Acceptance of Commodities.

6.4.1 Risk of Loss.

Matters of inspection and acceptance are addressed in section 215.422, F.S. Until acceptance, risk of loss or damage will remain with the Contractor. The Contractor will be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer will: record any evidence of visible damage on all copies of the delivering carrier's bill of lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's bill of lading and damage inspection report.

6.4.2 Rejected Commodities.

When a Customer rejects a commodity, Contractor will remove the commodity from the premises within ten (10) calendar days after notification of rejection, and the risk of loss will remain with the Contractor. Commodities not removed by the Contractor within ten (10) calendar days will be deemed abandoned by the Contractor, and the Customer will have the right to dispose of such commodities. Contractor will reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected commodities.

6.5 Safety Standards.

Performance of the Contract for all commodities or contractual services must comply with requirements of the Occupational Safety and Health Act and other applicable State of Florida and federal requirements.

6.6 Ombudsman.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in section 215.422, F.S., which include disseminating information relative to prompt payment and assisting contractors in receiving their payments in a timely manner from a Customer. The Vendor Ombudsman may be contacted at (850) 413-5516.

6.7 Time is of the Essence.

Time is of the essence regarding every obligation of the Contractor under the Contract. Each obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

6.8 Waiver.

The delay or failure by the Department or the Customer to exercise or enforce any rights under the Contract will not constitute waiver of such rights.

6.9 Modification and Severability.

The Contract may only be modified by written agreement between the Department and the Contractor. Should a court determine any provision of the Contract is invalid, the remaining provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Contract did not contain the provision held invalid.

6.10 Cooperative Purchasing.

Pursuant to their own governing laws, and subject to the agreement of the Contractor, governmental entities that are not Customers may make purchases under the terms and conditions contained herein, if agreed to by Contractor. Such purchases are independent of the Contract between the Department and the Contractor, and the Department is not a party to these transactions. Agencies seeking to make purchases under this Contract are required to follow the requirements of Rule 60A-1.045(5), F.A.C.

SECTION 7. LIABILITY AND INSURANCE.

7.1 Workers' Compensation Insurance.

The Contractor shall maintain workers' compensation insurance as required under the Florida Workers' Compensation Law or the workers' compensation law of another jurisdiction where applicable. The Contractor must require all subcontractors to similarly provide workers' compensation insurance for all of the latter's employees. In the event work is being performed by the Contractor under the Contract and any class of employees performing the work is not protected under Workers' Compensation statutes, the Contractor must provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of employees not otherwise protected.

7.2 General Liability Insurance.

The Contractor must secure and maintain Commercial General Liability Insurance, including bodily injury, property damage, products, personal and advertising injury, and completed operations. This insurance must provide coverage for all claims that may arise from performance of the Contract or completed operations, whether by the Contractor or anyone directly or indirectly employed by the Contractor. Such insurance must include the State of Florida as an additional insured for the entire length of the resulting contract. The Contractor is responsible for determining the minimum limits of liability necessary to provide reasonable financial protections to the Contractor and the State of Florida under the resulting contract.

7.3 Florida Authorized Insurers.

All insurance shall be with insurers authorized and eligible to transact the applicable line of insurance business in the State of Florida. The Contractor shall provide Certification(s) of Insurance evidencing that all appropriate coverage is in place and showing the Department to be an additional insured.

7.4 Performance Bond.

Unless otherwise prohibited by law, the Department may require the Contractor to furnish, without additional cost to the Department, a performance bond or irrevocable letter of credit or other form of security for the satisfactory performance of work hereunder. The Department shall determine the type and amount of security.

7.5 Indemnification.

To the extent permitted by Florida law, the Contractor agrees to indemnify, defend, and hold the Customer and the State of Florida, its officers, employees, and agents harmless from all fines, claims, assessments, suits, judgments, or damages, including consequential, special, indirect, and punitive damages, including court costs and attorney's fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret, or intellectual property right or out of any acts, actions, breaches, neglect, or omissions of the Contractor, its employees, agents, subcontractors, assignees, or delegates related to the Contract, as well as for any determination arising out of or related to the Contract that the Contractor or Contractor's employees, agents, subcontractors, assignees, or delegates are not independent contractors in relation to the Customer. The Contract does not constitute a waiver of sovereign immunity or consent by the Customer or the State of Florida or its subdivisions to suit by third parties. Without limiting this indemnification, the Customer may provide the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense.

7.6 Limitation of Liability.

Unless otherwise specifically enumerated in the Contract or in the purchase order, neither the Department nor the Customer shall be liable for special, indirect, punitive, or consequential damages, including lost data or records (unless the Contract or purchase order requires the Contractor to back-up data or records), even if the Department or Customer has been advised that such damages are possible. Neither the Department nor the Customer shall be liable for lost profits, lost revenue, or lost institutional operating savings. The Department or Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs, and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.

SECTION 8. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT, AND INTELLECTUAL PROPERTY.

8.1 Public Records.

8.1.1 Termination of Contract.

The Department may terminate the Contract for refusal by the Contractor to comply with this section by not allowing access to all public records, as defined in Chapter 119, F. S., made or received by the Contractor in conjunction with the Contract.

8.1.2 Statutory Notice.

Pursuant to section 119.0701(2)(a), F.S., for contracts for services with a contractor acting on behalf of a public agency, as defined in section 119.011(2), F.S., the following applies:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE TELEPHONE NUMBER, EMAIL ADDRESS, AND MAILING ADDRESS PROVIDED IN THE RESULTING CONTRACT OR PURCHASE ORDER.

Pursuant to section 119.0701(2)(b), F.S., for contracts for services with a contractor acting on behalf of a public agency as defined in section 119.011(2), F.S., the Contractor shall:

- (a) Keep and maintain public records required by the public agency to perform the service.
- (b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if the Contractor does not transfer the records to the public agency.
- (d) Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

8.2 Protection of Trade Secrets or Otherwise Confidential Information.

8.2.1 Contractor Designation of Trade Secrets or Otherwise Confidential Information. If the Contractor considers any portion of materials to be trade secret under section 688.002 or 812.081, F.S., or otherwise confidential under Florida or federal law, the Contractor must clearly designate that portion of the materials as trade secret or otherwise confidential when submitted to the Department. The Contractor will be

responsible for responding to and resolving all claims for access to Contract-related materials it has designated trade secret or otherwise confidential.

8.2.2 Public Records Requests.

If the Department receives a public records request for materials designated by the Contractor as trade secret or otherwise confidential under Florida or federal law, the Contractor will be responsible for taking the appropriate legal action in response to the request. If the Contractor fails to take appropriate and timely action to protect the materials designated as trade secret or otherwise confidential, the Department will provide the materials to the requester.

8.2.3 Indemnification Related to Confidentiality of Materials.

The Contractor will protect, defend, indemnify, and hold harmless the Department for claims, costs, fines, and attorney's fees arising from or relating to its designation of materials as trade secret or otherwise confidential.

8.3 Document Management.

The Contractor must retain sufficient documentation to substantiate claims for payment under the Contract and all other records, electronic files, papers, and documents that were made in relation to this Contract. The Contractor must retain all documents related to the Contract for five (5) years after expiration of the Contract or, if longer, the period required by the General Records Schedules maintained by the Florida Department of State available at the Department of State's Records Management website.

8.4 Intellectual Property.

8.4.1 Ownership.

Unless specifically addressed otherwise in the Contract, the State of Florida shall be the owner of all intellectual property rights to all property created or developed in connection with the Contract.

8.4.2 Patentable Inventions or Discoveries.

Any inventions or discoveries developed in the course, or as a result, of services in connection with the Contract that are patentable pursuant to 35 U.S.C. § 101 are the sole property of the State of Florida. Contractor must inform the Customer of any inventions or discoveries developed or made through performance of the Contract, and such inventions or discoveries will be referred to the Florida Department of State for a determination on whether patent protection will be sought. The State of Florida will be the sole owner of all patents resulting from any invention or discovery made through performance of the Contract.

8.4.3 Copyrightable Works.

Contractor must notify the Department or State of Florida of any publications, artwork, or other copyrightable works developed in connection with the Contract. All copyrights created or developed through performance of the Contract are owned solely by the State of Florida.

SECTION 9. DATA SECURITY.

The Contractor will maintain the security of State of Florida data including, but not limited to, maintaining a secure area around any displayed visible data and ensuring data is stored and secured when not in use. The Contractor and subcontractors will not perform any of the services from outside of the United States, and the Contractor will not allow any State of Florida data to be sent by any medium, transmitted, or accessed outside the United States due to Contractor's action or inaction. In the event of a security breach involving State of Florida data, the Contractor shall give notice to the Customer and the Department within one business day. "Security breach" for purposes of this section will refer to a confirmed event that compromises the confidentiality, integrity, or availability of data. Once a data breach has been contained, the Contractor must provide the Department with a post-incident report documenting all containment, eradication, and recovery measures taken. The Department reserves the right in its sole discretion to enlist a third party to audit Contractor's findings and produce an independent report, and the Contractor will fully cooperate with the third party. The Contractor will also comply with all HIPAA requirements and any other state and federal rules and regulations regarding security of information.

SECTION 10. GRATUITIES, LOBBYING, AND COMMUNICATIONS.

10.1 Gratuities.

The Contractor will not, in connection with this Contract, directly or indirectly (1) offer, give, or agree to give anything of value to anyone as consideration for any State of Florida officer's or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone anything of value for the benefit of, or at the direction or request of, any State of Florida officer or employee.

10.2 Lobbying.

In accordance with sections 11.062 and 216.347, F.S., Contract funds are not to be used for the purpose of lobbying the Legislature, the judicial branch, or the Department. Pursuant to section 287.058(6), F.S., the Contract does not prohibit the Contractor from lobbying the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding the Contract after the Contract is executed and during the Contract term.

10.3 Communications.

10.3.1 Contractor Communication or Disclosure.

The Contractor shall not make any public statements, press releases, publicity releases, or other similar communications concerning the Contract or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with the Contract, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

10.3.2 Use of Customer Statements.

The Contractor shall not use any statement attributable to the Customer or its employees for the Contractor's promotions, press releases, publicity releases, marketing, corporate communications, or other similar communications, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

SECTION 11. CONTRACT MONITORING.

11.1 Performance Standards.

The Contractor agrees to perform all tasks and provide deliverables as set forth in the Contract. The Department and the Customer will be entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and of the details thereof.

11.2 Performance Deficiencies and Financial Consequences of Non-Performance.

11.2.1 Proposal of Corrective Action Plan.

In addition to the processes set forth in the Contract (e.g., service level agreements), if the Department or Customer determines that there is a performance deficiency that requires correction by the Contractor, then the Department or Customer will notify the Contractor. The correction must be made within a time-frame specified by the Department or Customer. The Contractor must provide the Department or Customer with a corrective action plan describing how the Contractor will address all performance deficiencies identified by the Department or Customer.

11.2.2 Retainage for Unacceptable Corrective Action Plan or Plan Failure.

If the corrective action plan is unacceptable to the Department or Customer, or implementation of the plan fails to remedy the performance deficiencies, the Department or Customer will retain ten percent (10%) of the total invoice amount. The retainage will be withheld until the Contractor resolves the performance deficiencies. If the performance deficiencies are resolved, the Contractor may invoice the Department or Customer for the retained amount. If the Contractor fails to resolve the performance deficiencies, the retained amount will be forfeited to compensate the Department or Customer for the performance deficiencies.

11.3 Performance Delay.

11.3.1 Notification.

The Contractor will promptly notify the Department or Customer upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion (or delivery) of any commodity or contractual service. The Contractor will use commercially reasonable efforts to avoid or minimize any delays in performance and will inform the Department or the Customer of the steps the Contractor is taking or will take to do so, and the projected actual completion (or delivery) time. If the Contractor believes a delay in performance by the Department or the Customer has caused or will cause the Contractor to be unable to perform its obligations on time, the Contractor will promptly so notify the Department and use commercially reasonable efforts to perform its obligations on time notwithstanding the Department's delay.

11.3.2 Liquidated Damages.

The Contractor acknowledges that delayed performance will damage the Department/Customer, but by their nature such damages are difficult to ascertain. Accordingly, the liquidated damages provisions stated in the Contract documents will apply. Liquidated damages are not intended to be a penalty and are solely intended to compensate for damages.

11.4 Force Majeure, Notice of Delay, and No Damages for Delay.

The Contractor will not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay, and the delay is due directly to fire, explosion, earthquake, windstorm, flood, radioactive or toxic chemical hazard, war, military hostilities, terrorism, civil emergency, embargo, riot, strike, violent civil unrest, or other similar cause wholly beyond the Contractor's reasonable control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. The foregoing does not excuse delay which could have been avoided if the Contractor implemented any risk mitigation required by the Contract. In case of any delay the Contractor believes is excusable, the Contractor will notify the Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) calendar days after the cause that created or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) calendar days after the date the Contractor first had reason to believe that a delay could result. The foregoing will constitute the Contractor's sole remedy or excuse with respect to delay. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages will be asserted by the Contractor. The Contractor will not be entitled to an increase in the Contract price or payment of any kind from the Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor will perform at no increased cost, unless the Department determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State of Florida or to Customers, in which case the Department may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers and the Department with respect to commodities or contractual services subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the commodity or contractual services that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

SECTION 12. CONTRACT AUDITS.

12.1 Performance or Compliance Audits.

The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Contract. The Inspector General, in accordance with section 5.6, the State of Florida's Chief Financial Officer, the Office of the Auditor General also have authority to perform audits and inspections.

12.2 Payment Audit.

Records of costs incurred under terms of the Contract will be maintained in accordance with section 8.3 of these Special Contract Conditions. Records of costs incurred will include the Contractor's general accounting records, together with supporting documents and records of the Contractor and all subcontractors performing work, and all other records of the Contractor and subcontractors considered necessary by the Department, the State of Florida's Chief Financial Officer, or the Office of the Auditor General.

SECTION 13. BACKGROUND SCREENING AND SECURITY.

13.1 Background Check.

The Department or Customer may require the Contractor to conduct background checks of its employees, agents, representatives, and subcontractors as directed by the Department or Customer. The cost of the background checks will be borne by the Contractor. The Department or Customer may require the Contractor to exclude the Contractor's employees, agents, representatives, or subcontractors based on the background check results. In addition, the Contractor must ensure that all persons have a responsibility to self-report to the Contractor within three (3) calendar days any arrest for any disqualifying offense. The Contractor must notify the Contract Manager within twenty-four (24) hours of all details concerning any reported arrest. Upon the request of the Department or Customer, the Contractor will re-screen any of its employees, agents, representatives, and subcontractors during the term of the Contract.

13.2 E-Verify.

The Contractor must use the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of the Contract for the services specified in the Contract. The Contractor must also include a requirement in subcontracts that the subcontractor must utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term. In order to implement this provision, the Contractor must provide a copy of its DHS Memorandum of Understanding (MOU) to the Contract Manager within five (5) calendar days of Contract execution. If the Contractor is not enrolled in DHS E-Verify System, it will do so within five (5) calendar days of notice of Contract award and provide the Contract Manager a copy of its MOU within five (5) calendar days of Contract execution. The link to E-Verify is <https://www.uscis.gov/e-verify>. Upon each Contractor or subcontractor new hire, the Contractor must provide a statement within five (5) calendar days to the Contract Manager identifying the new hire with its E-Verify case number.

13.3 Disqualifying Offenses.

If at any time it is determined that a person has been found guilty of a misdemeanor or felony offense as a result of a trial or has entered a plea of guilty or nolo contendere, regardless of whether adjudication was withheld, within the last six (6) years from the date of the court's determination for the crimes listed below, or their equivalent in any jurisdiction, the Contractor is required to immediately remove that person from any position with access to State of Florida data or directly performing services under the Contract. The disqualifying offenses are as follows:

- (a) Computer related crimes;
- (b) Information technology crimes;

- (c) Fraudulent practices;
- (d) False pretenses;
- (e) Frauds;
- (f) Credit card crimes;
- (g) Forgery;
- (h) Counterfeiting;
- (i) Violations involving checks or drafts;
- (j) Misuse of medical or personnel records; and
- (k) Felony theft.

13.4 Confidentiality.

The Contractor must maintain confidentiality of all confidential data, files, and records related to the commodities or contractual services provided pursuant to the Contract and must comply with all state and federal laws, including, but not limited to sections 381.004, 384.29, 392.65, and 456.057, F.S. The Contractor's confidentiality procedures must be consistent with the most recent version of the Department security policies, protocols, and procedures. The Contractor must also comply with any applicable professional standards with respect to confidentiality of information.

SECTION 14. WARRANTY OF CONTRACTOR'S ABILITY TO PERFORM.

The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the Suspended Vendor List, Convicted Vendor List, or the Discriminatory Vendor List, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Department in writing if its ability to perform is compromised in any manner during the term of the Contract.

CHUBB

Endorsement No. 1

Renewal

Effective Date : 11/30/2018
Policy Number : 9906-63-97
Policyholder : THE STATE OF FLORIDA
DEPARTMENT OF
MANAGEMENT SERVICES
Policy Period : 11/30/2018 to 11/30/2019
Name of Company : **FEDERAL INSURANCE COMPANY**
Issue Date : 11/13/2018

It is agreed that the Policy is amended as follows:

In consideration of the payment of premium of \$102,908, this Policy is renewed for a further period of 12 months beginning at 12:01 AM on 11/30/2018 and ending at 12:01 AM on 11/30/2019 standard time at the **Policyholder's** address as shown in the Insuring Agreement.

All other terms and conditions of the policy remain unchanged.



Authorized Representative

CHUBB®

Endorsement: 2

Exposure Change

Effective Date: 11/30/2018
Policy Number: 9906-63-97
Policyholder: STATE OF FLORIDA
Policy Period: 11/30/2017 to 11/30/2018
Name of Company: **Federal Insurance Company**
Issue Date: 11/27/2018

It is agreed that the Policy is amended as follows:

Due to an increase of Militia exposure, premium is increased by \$120,671.00

All other terms and conditions of the policy remain unchanged.



Authorized Representative

CHUBB

Endorsement No. 1

Renewal

Effective Date : 11/30/2018
Policy Number : 9906-63-97
Policyholder : THE STATE OF FLORIDA
DEPARTMENT OF
MANAGEMENT SERVICES
Policy Period : 11/30/2018 to 11/30/2019
Name of Company : **FEDERAL INSURANCE COMPANY**
Issue Date : 11/13/2018

It is agreed that the Policy is amended as follows:

In consideration of the payment of premium of \$102,908, this Policy is renewed for a further period of 12 months beginning at 12:01 AM on 11/30/2018 and ending at 12:01 AM on 11/30/2019 standard time at the **Policyholder's** address as shown in the Insuring Agreement.

All other terms and conditions of the policy remain unchanged.



Authorized Representative

CHUBB

**Business Travel Accident
INSURANCE PROGRAM**
Issued by
**FEDERAL INSURANCE COMPANY
FOR
STATE OF FLORIDA**

SOME COVERAGES IN THE POLICY ARE EXCESS INSURANCE
4005FL

Chubb Underwriting Office: FEDERAL INSURANCE COMPANY
202B Hall's Mill Road
P.O. Box 1650
Whitehouse Station, New Jersey 08889-1650

*Words and phrases that appear in **bold** print have special meaning and are defined in the Definitions section(s) of this policy. Defined terms include the plural.*

*Throughout this policy the words "**We**", "**Us**" and "**Our**" refer to the **Company** providing this insurance.*

Please Read This Policy Carefully

BTA5000

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BTA5001

Insuring Agreement

Section I

Chubb
202B Hall's Mill Road, P.O. Box 1650
Whitehouse Station, New Jersey 08889-1650

Policyholder's Name and Address:

STATE OF FLORIDA
4050 ESPLANADE WAY, SUITE 360
TALLAHASSEE, FL 32399
Policy Number: 9906-63-97 Effective
Date: 11/30/2017 Anniversary Date:
November 30

*Issued by the stock insurance company
indicated below:*

FEDERAL INSURANCE COMPANY
*Incorporated under the laws of
INDIANA*

BTA5002

Section II Policy Period and Company

Policy Period

From: 11/30/2017

To: 11/30/2018

12:01 A.M. standard time at the **Policyholder's** address shown in Section I of the Insuring Agreement.

This insurance is provided by the **Company** in consideration of payment of the required premium.

The insurance under this policy begins on the Effective Date shown in Section I of the Insuring Agreement. The insurance under this policy ends on the last day of the Policy Period shown in Section II of the Insuring Agreement.

The **Policyholder's** acceptance of this policy terminates any prior policy of the same policy number, effective with the inception of this policy.

Company

The **Company** issuing this policy has caused this policy to be signed by its authorized officers, but this policy shall not be valid unless also signed by a duly authorized representative of the **Company**.

FEDERAL INSURANCE COMPANY (Incorporated under the laws of INDIANA)



President



Secretary



Authorized Representative

BTA5004FL

Premium Summary

Section I - Premium Due Date

11/30/2015

Section II - Premium Payment

The **Policyholder** shown in Section I of the Insuring Agreement is responsible for the collection and remittance of all required premiums. Premiums are calculated and payable as follows:

Business Travel Accident

Amount Due:

\$102,654*

*Militia days will be audited at the end of the policy term at a rate of \$1.65 per day

Any premiums shown as subject to adjustment will be adjusted as stated in the Premium Provisions under Section VIII - General Provisions of the Contract.

BTA5006

Schedule of Benefits

*Chubb Group of Insurance Companies
202B Hall's Mill Road, P.O. Box 1650
Whitehouse Station, New Jersey 08889-1650*

Policyholder's Name:
STATE OF FLORIDA

*Issued by the stock insurance company
indicated below:*

FEDERAL INSURANCE COMPANY
*Incorporated under the laws of
INDIANA*

BTA6000

Section I - Insured Persons

The following are the **Insured Persons** under this policy:

Class	Description
1	All Law Enforcement Officers; Investigators and Inspectors; Pilots; Reserve, volunteer, and Auxiliary Officers; Patrol Officers; Certified Correctional Officers; Security Officers; Bailiff; Process Servers; Trainers; Probation Officers; Members of a bomb disposal unit; and any Officer eligible under Chapter 943 of the Florida Statutes of the Policyholder.
2	All Florida Highway Patrol Auxiliary Officers of the Policyholder.
3	All Florida Firefighters of the Policyholder.
4	All Members of the active Military, organized Militia of the Policyholder.
5	All Pilots of the Department of Management Services.

BTA6002

If, subject to all the terms and conditions of this policy a person is eligible for insurance under multiple **Classes of Insured Persons** described above, then such person will only be insured under the **Class** which provides the **Insured Person** the largest **Benefit Amount** for the loss that has occurred.

BTA6004

Section II - Qualification Period

For **Insured Persons** in an eligible **Class** on the Effective Date: none

For **Insured Persons** entering an eligible **Class** after the Effective Date: none

BTA6008

Section III - Hazards

The following are the **Hazards** for which insurance applies:

Class	Hazard(s)
1	Business Hazard
2	Business Hazard
3	Business Hazard
4	Business Hazard
5	Business Hazard

If, subject to all the terms and conditions of this policy an **Insured Person** has insurance for covered loss on the date of an **Accident**, covered under multiple **Hazards** described above, then only one **Benefit Amount** will be paid. This **Benefit Amount** shall be the largest **Benefit Amount** applicable under all such **Hazards**.

BTA6010 (Ed. 7/06)

Section IV - Benefits

A) Principal Sum

The following are **Principal Sums** for each **Class**:

Class	Hazard	Principal Sum
1	Business Hazard	\$*
2	Business Hazard	\$*
3	Business Hazard	\$*
4	Business Hazard	\$*
5	Business Hazard	\$*

*We will pay the amount specified under Florida Statutes 112.19 (2)(a), or as amended (for law enforcement officers, correctional officers or correctional probation officers) or as specified under Florida Statute 112.191(2) (a), or as amended (for firefighters), as of the date of the **Accident**.

BTA6012FM (Ed. 10/2010)

B) Accidental Death and Dismemberment Benefits:

This benefit applies to all **Classes** of **Insured Persons**. The following are **Losses** insured and the corresponding **Benefit Amount** expressed as a percentage of the **Principal Sum**:

Class(es)

All

Accidental:	Benefit Amounts (Percentage of Principal Sum)
Loss of Life	100%
Loss of Speech and Loss of Hearing	100%
Loss of Speech and one of Loss of Hand, Loss of Foot or Loss of Sight of One Eye	100%
Loss of Hearing and one of Loss of Hand, Loss of Foot or Loss of Sight of One Eye	100%
Loss of Hands (Both), Loss of Feet (Both), Loss of Sight or a combination of any two of Loss of Hand, Loss of Foot or Loss of Sight of One Eye	100%
Quadriplegia	100%
Paraplegia	75%
Hemiplegia	50%
Loss of Hand, Loss of Foot or Loss of Sight of One Eye (Any one of each)	50%
Loss of Speech or Loss of Hearing	50%
Uniplegia	25%
Loss of Thumb and Index Finger of the same hand	25%

This **Benefit Amount** is subject to Section IV - Maximum Payment for Multiple Losses and Multiple Benefits, of the Contract.
BTA6016

If an **Insured Person** has multiple **Losses** as the result of one **Accident**, then **We** will pay only the single largest **Benefit Amount** applicable to the **Losses** suffered, as described in Section IV - Maximum Payment For Multiple Losses and Multiple Benefits of the Contract.

BTA6018

C) Additional Benefits

The following are **Benefit Amounts** for all other benefits provided under this policy:

Arson and Unlawful and Intentional Act (Firefighters)

Class 3

Loss of Life Benefit Amount \$*

This **Arson and Unlawful and Intentional Act (Firefighters)** benefit is not subject to Section IV-Maximum Payment for Multiple Losses and Multiple Benefits, of the Contract.

* **We** will pay the amount specified under Florida Statute 112.191 (2)(c), or as amended, as of the date of the **Accident**.

BTA6097 (Ed. 10/2010)

Burn

Class 1

Maximum Benefit Amount 10% of the **Principal Sum** up to a maximum of \$20,000

Class 2

Maximum Benefit Amount 10% of the **Principal Sum** up to a maximum of \$20,000

Class 3

Maximum Benefit Amount 10% of the **Principal Sum** up to a maximum of \$20,000

Class 4

Maximum Benefit Amount 10% of the **Principal Sum** up to a maximum of \$20,000

Class 5

Maximum Benefit Amount 10% of the **Principal Sum** up to a maximum of \$20,000

This **Benefit Amount** is not subject to Section IV - Maximum Payment for Multiple Losses and Multiple Benefits, of the Contract.

BTA6022

Child Care Expense

Class 1

Benefit Amount \$2,000 annually for each **Dependent Child**

Alternate Benefit Amount \$1,000

Maximum Benefit Amount \$25,000

Class 2

Benefit Amount \$2,000 annually for each **Dependent Child**

Alternate Benefit Amount \$1,000

Maximum Benefit Amount \$25,000

Class 3

Benefit Amount \$2,000 annually for each **Dependent Child**

Alternate Benefit Amount \$1,000

Maximum Benefit Amount \$25,000

Class 4

Benefit Amount \$2,000 annually for each **Dependent Child**

Alternate Benefit Amount \$1,000

Maximum Benefit Amount \$25,000

Class 5

Benefit Amount \$2,000 annually for each **Dependent Child**

Alternate Benefit Amount \$1,000

Maximum Benefit Amount \$25,000

This **Benefit Amount** is not subject to Section IV - Maximum Payment for Multiple Losses and Multiple Benefits, of the Contract.

BTA6028

COBRA Premium Expense

Class 1

Benefit Amount 5% per year of the **Principal Sum** subject to an Annual Maximum Amount of \$50,000

Class 2

Benefit Amount 5% per year of the **Principal Sum** subject to an Annual Maximum Amount of \$50,000

Class 3

Benefit Amount 5% per year of the **Principal Sum** subject to an Annual Maximum Amount of \$50,000

Class 4

Benefit Amount 5% per year of the **Principal Sum** subject to an Annual Maximum Amount of \$50,000

Class 5

Benefit Amount 5% per year of the **Principal Sum** subject to an Annual Maximum Amount of \$50,000

This **Benefit Amount** is not subject to Section IV - Maximum Payment for Multiple Losses and Multiple Benefits, of the Contract.

BTA6030

Coma

Class 1

Benefit Amount 1% per month of the **Principal Sum**
Maximum Benefit Amount 100% of the **Principal Sum**

Class 2

Benefit Amount 1% per month of the **Principal Sum**
Maximum Benefit Amount 100% of the **Principal Sum**

Class 3

Benefit Amount 1% per month of the **Principal Sum**
Maximum Benefit Amount 100% of the **Principal Sum**

Class 4

Benefit Amount 1% per month of the **Principal Sum**
Maximum Benefit Amount 100% of the **Principal Sum**

Class 5

Benefit Amount 1% per month of the **Principal Sum**
Maximum Benefit Amount 100% of the **Principal Sum**

This **Benefit Amount** is subject to Section IV - Maximum Payment for Multiple Losses and Multiple Benefits, of the Contract.

BTA6032

Education Expense

Class 1

Benefit Amount \$2,000 annually for each eligible **Dependent Child**
Alternate Benefit Amount \$1,000
Maximum Benefit Amount \$25,000

Class 2

Benefit Amount \$2,000 annually for each eligible **Dependent Child**
Alternate Benefit Amount \$1,000
Maximum Benefit Amount \$25,000

Class 3

Benefit Amount \$2,000 annually for each eligible **Dependent Child**
Alternate Benefit Amount \$1,000
Maximum Benefit Amount \$25,000

Class 4

Benefit Amount \$2,000 annually for each eligible **Dependent Child**
Alternate Benefit Amount \$1,000
Maximum Benefit Amount \$25,000

Class 5

Benefit Amount \$2,000 annually for each eligible **Dependent Child**
Alternate Benefit Amount \$1,000
Maximum Benefit Amount \$25,000

This **Benefit Amount** is not subject to Section IV - Maximum Payment for Multiple Losses and Multiple Benefits, of the Contract.

BTA6036

Emergency Response (Firefighters)

Class 3

Loss of Life Benefit Amount \$*

This Emergency Response benefit is not subject to Section IV-Maximum Payment for Multiple Losses and Multiple Benefits, of the Contract.

* We will pay the amount specified under Florida Statute 112.191 (2)(b), or as amended, as of the date of the **Accident**.

BTA6095 (Ed. 10/2010)

Emergency Response (Law Enforcement Officer, Correctional Officer and Correctional Probation Officer)

Class 1

Loss of Life Benefit Amount \$*

Class 2

Loss of Life Benefit Amount \$*

Class 4

Loss of Life Benefit Amount \$*

This Emergency Response (Law Enforcement Officer, Correctional Officer and Correctional Probation Officer) benefit is not subject to Section IV-Maximum Payment for Multiple Losses and Multiple Benefits, of the Contract.

*We will pay the amount specified under Florida Statute 112.19 (2)(b), or as amended, as of the date of the Accident.

BTA6096 (Ed. 10/2010)

Funeral Expense

Class 1

Benefit Amount \$5,000

Class 2

Benefit Amount \$5,000

Class 3

Benefit Amount \$5,000

Class 4

Benefit Amount \$5,000

Class 5

Benefit Amount \$5,000

This **Benefit Amount** is not subject to Section IV-Maximum Payment for Multiple Losses and Multiple Benefits, of the Contract.

BTA6099

Occupational Condition

Class 1

Benefit Amount \$*

Class 2

Benefit Amount \$*

Class 3

Benefit Amount \$*

Class 4

Benefit Amount \$*

Class 5

Benefit Amount \$*

This **Benefit Amount** is subject to Section IV - Maximum Payment for Multiple Losses and Multiple Benefits, of the Contract.

*We will pay the amount specified under Florida Statute 112.19 (2)(a), or as amended (for law enforcement officers, correctional officers or correctional probation officers) or as specified under Florida Statute 112.191(2) (a), or as amended (for firefighters), as of the date of the **Accident**.

BTA6100 (Ed. 10/2010)

Occupational Hepatitis

Class 1

Benefit Amount 25% of the **Primary Insured Person's Principal Sum** up to a maximum amount of \$50,000

Class 2

Benefit Amount 25% of the **Primary Insured Person's Principal Sum** up to a maximum amount of \$50,000

Class 3

Benefit Amount 25% of the **Primary Insured Person's Principal Sum** up to a maximum amount of \$50,000

Class 4

Benefit Amount 25% of the **Primary Insured Person's Principal Sum** up to a maximum amount of \$50,000

Class 5

Benefit Amount 25% of the **Primary Insured Person's Principal Sum** up to a maximum amount of \$50,000

This **Benefit Amount** is subject to Section IV-Maximum Payment for Multiple Losses and Multiple Benefits, of the Contract.

BTA6059

Psychological Therapy

Class 1

Benefit Amount 5% of the **Principal Sum** up to a maximum of \$25,000

Class 2

Benefit Amount 5% of the **Principal Sum** up to a maximum of \$25,000

Class 3

Benefit Amount 5% of the **Principal Sum** up to a maximum of \$25,000

Class 4

Benefit Amount 5% of the **Principal Sum** up to a maximum of \$25,000

Class 5

Benefit Amount 5% of the **Principal Sum** up to a maximum of \$25,000

This **Benefit Amount** is not subject to Section IV - Maximum Payment for Multiple Losses and Multiple Benefits, of the Contract.

BTA6072

Reconstructive Surgery

Class 1

Benefit Amount 5% of the **Principal Sum** up to a maximum of \$25,000

Class 2

Benefit Amount 5% of the **Principal Sum** up to a maximum of \$25,000

Class 3

Benefit Amount 5% of the **Principal Sum** up to a maximum of \$25,000

Class 4

Benefit Amount 5% of the **Principal Sum** up to a maximum of \$25,000

Class 5

Benefit Amount 5% of the **Principal Sum** up to a maximum of \$25,000

This **Benefit Amount** is not subject to Section IV - Maximum Payment for Multiple Losses and Multiple Benefits, of the Contract.

BTA6076

Spouse Employment Training Expense

Class 1

Benefit Amount \$2,000

Class 2

Benefit Amount \$2,000

Class 3

Benefit Amount \$2,000

Class 4

Benefit Amount \$2,000

Class 5

Benefit Amount \$2,000

This **Benefit Amount** is not subject to Section IV - Maximum Payment for Multiple Losses and Multiple Benefits, of the Contract.

BTA6082

Temporary Total Disability

Class 2

Benefit Amount \$300 per week

Maximum Benefit Period 104 weeks

Elimination Period 0 days

This **Benefit Amount** is not subject to Section IV - Maximum Payment for Multiple Losses and Multiple Benefits, of the Contract.

BTA6084

Unlawful and Intentional Act

Class 1

Loss of Life Benefit Amount \$*

Class 2

Loss of Life Benefit Amount \$*

Class 4

Loss of Life Benefit Amount \$*

This **Unlawful and Intentional Act** benefit is not subject to Section IV-Maximum Payment for Multiple Losses and Multiple Benefits, of the Contract.

* We will pay the amount specified under Florida Statute 112.19 (2)(c), or as amended, as of the date of the **Accident**.

BTA6098 (Ed. 10/2010)

Section V - Aggregate Limit of Insurance

\$10,000,000 per **Accident**

If more than one (1) **Insured Person** suffers a **Loss** in the same **Accident**, then **We** will not pay more than the Aggregate Limit of Insurance shown above. If an **Accident** results in **Benefit Amounts** becoming

payable, which when totaled, exceed the applicable Aggregate Limit of Insurance shown above, then the Aggregate Limit of Insurance will be divided proportionally among the **Insured Persons**, based on each applicable **Benefit Amount**.

BTA6088

Insurance only applies for the **Classes, Hazards, Benefits and Losses** that are specifically indicated as insured.

BTA6090

Hazards

Business Hazard

Business Hazard means all circumstances, subject to the terms and conditions of this policy, arising from and occurring during the course and scope of the **Primary Insured Person's** employment by the **Policyholder**. **Business Hazard** does not include **Commutation**.
BTA5505

Contract

Section I - Insurance

Subject to all the terms and conditions of this policy and the payment of required premium, We will provide the following insurance:

Accidental Death and Dismemberment

We will pay the applicable **Benefit Amount**, shown in Section IV-B of the Schedule of Benefits, if an **Accident** results in a covered **Loss** not otherwise excluded. The **Accident** must result from an insured **Hazard** and occur while an **Insured Person** is insured under this policy, while it is in force. The covered **Loss** must occur within one (1) year after the **Accident**.

BTA5010

Arson and Unlawful and Intentional Act (Firefighters)

We will pay the **Loss of Life Benefit Amount** for **Arson** and **Unlawful and Intentional Act** (Firefighters) shown in Section IV-C of the Schedule of Benefits, if a **Primary Insured Person** who is employed by the **Policyholder** as a firefighter, suffers an **Accidental Loss of Life** as a result of an:

- 1) act of **Arson**; or
- 2) **Unlawful and Intentional Act**.

The **Benefit Amount** for **Arson** and **Unlawful and Intentional Act** (Firefighters) is payable in addition to any other applicable **Benefit Amounts** under this policy.

Limitation on Arson and Unlawful and Intentional Act (Firefighters)

Insurance under this **Arson** and **Unlawful and Intentional Act** benefit does not apply to a **Primary Insured Person** if that **Primary Insured Person** commits the **Arson** or **Unlawful and Intentional Act**.

BTA5215 (Ed 10/2010)

Burn Benefit

We will pay up to the **Maximum Benefit Amount** for **Burns**, shown in Section IV - C of the Schedule of Benefits, if an **Accidental Bodily Injury** causes an **Insured Person** to be **Burned**. The **Benefit Amount** for **Burn** is determined by multiplying the percentage of the body surface actually **Burned** by the **Maximum Benefit Amount** for **Burn**. The attending **Physician** will determine the percentage applicable to each **Burn**.

The **Maximum Benefit Amount** for **Burn** is payable in addition to any other applicable **Benefit Amounts** under this policy.

BTA5014

Child Care Expense

We will reimburse **Child Care Expenses** up to the **Benefit Amount** for **Child Care Expense**, shown in Section IV-C of the Schedule of Benefits, if **Accidental Bodily Injury** causes a **Primary Insured Person's** covered **Loss of Life**. The **Benefit Amount** for **Child Care Expense** is payable in addition to any other applicable **Benefit Amounts** payable under this policy.

This insurance applies only if the **Primary Insured Person** has a **Dependent Child** under the age of thirteen (13) years for whom **Child Care Expenses** are incurred within 365 days of a **Primary Insured Person's** covered **Loss of Life**.

We will reimburse **Child Care Expenses** for each eligible **Dependent Child**. However, **Our** total payment will not exceed the **Maximum Benefit Amount** for **Child Care Expense** shown in Section IV-C of the Schedule of Benefits, regardless of the number of **Dependent Children** for whom payment is made.

If, on the date of a **Primary Insured Person's** covered **Loss of Life**, a **Primary Insured Person** has insurance under this policy for a **Dependent Child**, but does not have any **Dependent Child** eligible for **Child Care Expense** payments, then **We** will pay the Alternate **Benefit Amount**, shown in Section IV-C of the Schedule of Benefits. If **We** pay this Alternate **Benefit Amount**, then **We** will not make any further payments for **Child Care Expense**.

Child Care Expenses shall be paid to the natural person who incurs such expenses for the **Dependent Child**. The Alternate **Benefit Amount** in lieu of **Child Care Expense** reimbursement shall be paid as stated in the Beneficiary provision of Section VIII- General Provisions of the Contract.

BTA5020

COBRA Premium Expense

We will reimburse **COBRA Premium Expense** up to the **Benefit Amount** for **COBRA Premium Expense**, shown in Section IV-C of the Schedule of Benefits, if **Accidental Bodily Injury** causes a **Primary Insured Person's** covered **Loss of Life**. The **Benefit Amount** for **COBRA Premium Expense** is payable in addition to any other applicable **Benefit Amounts** payable under this policy.

This insurance applies only if the **Primary Insured Person** has a **Spouse** or **Dependent Child**:

- 1) who is eligible under **COBRA** to continue group medical or group dental insurance under a group medical or group dental plan provided through the **Policyholder** within the time period prescribed by **COBRA**; and
- 2) who elects to continue group medical or group dental insurance under a group medical or group dental plan provided through the **Policyholder** within the time period prescribed by **COBRA**.

We will reimburse **COBRA Premium Expense** to the natural person who incurs the expense. **We** will reimburse the cost of **COBRA Premium Expense** on an annual basis until the earliest of:

- 1) the date the **Policyholder** ceases to provide a group medical or group dental plan;
- 2) the date the surviving **Spouse** or **Dependent Child**:
 - a) terminates **COBRA** elections;
 - b) becomes covered under any other medical or dental plan without an applicable pre-existing condition exclusion;
 - c) becomes eligible for Medicare; or
 - d) fails to make timely payment for **COBRA Premium Expense**;
- 3) the date **Our** total payments in any consecutive twelve (12) month period for **COBRA Premium Expense** equal the Annual Maximum Amount for **COBRA Premium Expense** shown in Section IV-C of the Schedule of Benefits; or
- 4) thirty-six (36) months from the date of the **Primary Insured Person's** covered **Loss of Life**.

BTA5022

Coma

We will pay the **Benefit Amount** for **Coma**, shown in Section IV-C of the Schedule of Benefits, if **Accidental Bodily Injury** causes an **Insured Person** to:

- 1) lapse into a **Coma** within thirty (30) days after the **Accident**;
- 2) remain in a **Coma** for thirty (30) consecutive days; and
- 3) be confined to a **Hospital** or other licensed facility to receive **Medically Necessary** treatment for **Coma**, prescribed and supervised by a **Physician**, within the first thirty (30) days following the **Accident**.

The **Benefit Amount** for **Coma** will be the percentage of the **Insured Person's Principal Sum**, shown in Section IV-C of the Schedule of Benefits. The **Benefit Amount** for **Coma** is payable monthly subject to the Maximum **Benefit Amount** for **Coma** shown in Section IV-C of the Schedule of Benefits.

Brief lapses from **Coma** will not be considered an interruption of the consecutive thirty (30) day period, or cause a discontinuance in **Our** payment, if the lapses and subsequent **Coma** recurrences are due to the same **Accident**.

The **Coma** monthly payment will be made until the earliest of the date:

- 1) the **Insured Person** dies;
- 2) the **Insured Person** is no longer in a **Coma**; or
- 3) total payments equal the Maximum **Benefit Amount** for **Coma**, shown in Section IV-C of the Schedule of Benefits.

If an **Insured Person** dies within 365 days after the **Accident**, then We will pay a lump sum equal to the **Insured Person's Principal Sum**, less any **Benefit Amount** for **Coma** already paid.

BTA5024

Education Expense

We will reimburse **Education Expense** up to the **Benefit Amount** for **Education Expense**, shown in Section IV-C of the Schedule of Benefits, if **Accidental Bodily Injury** causes a **Primary Insured Person's** covered **Loss of Life**. The **Benefit Amount** for **Education Expense** is payable in addition to any other applicable **Benefit Amounts** under this policy.

This insurance applies only if the **Primary Insured Person** has a **Dependent Child** at the time of a covered **Loss of Life** who:

- 1) is enrolled as a full-time student at an **Institution of Higher Learning** on the date of the **Primary Insured Person's** covered **Loss of Life**; or
- 2) subsequently enrolls as a full-time student at an **Institution of Higher Learning** within three hundred sixty-five (365) days following the date of the **Primary Insured Person's** covered **Loss of Life**; and
- 3) incurs **Education Expense**.

We will make **Education Expense** payments for each eligible **Dependent Child**. However, **Our** total annual payment for each **Dependent Child** will not exceed the annual **Benefit Amount** for **Education Expense**, shown in Section IV-C of the Schedule of Benefits. Our **Education Expense** payment is limited to four (4) consecutive years for each **Dependent Child**. In no event will **Our** total payment exceed the **Maximum Benefit Amount** shown in Section IV - C of the Schedule of Benefits.

If, on the date of a **Primary Insured Person's** covered **Loss of Life**, a **Primary Insured Person** has insurance under this policy for a **Dependent Child**, but does not have any **Dependent Child** eligible for **Education Expense** payments, then We will pay the Alternate **Benefit Amount** shown in Section IV-C of

the Schedule of Benefits. If **We** pay this Alternate **Benefit Amount**, then **We** will not make any further payments for **Education Expense**.

The **Benefit Amount** for **Education Expense** shall be paid to the natural person who incurs the expense. The Alternate **Benefit Amount** in lieu of **Education Expense** reimbursement shall be paid as stated in the Beneficiary provision under Section VIII- General Provisions of the Contract.

BTA5028

Emergency Response (Firefighters)

We will pay the **Loss of Life Benefit Amount for Emergency Response** (Firefighters), shown in Section IV-C of the Schedule of Benefits, if a **Primary Insured Person** who is employed by the **Policyholder** as a firefighter, suffers an **Accidental Loss of Life** as a result of the **Primary Insured Person's** response to an emergency involving the protection of life or property.

The **Benefit Amount** for Emergency Response (Firefighters) is payable in addition to any other applicable **Benefit Amounts** under this policy.

BTA5213 (Ed. 10/2010)

Emergency Response (Law Enforcement Officer, Correctional Officer and Correctional Probation Officer)

We will pay the **Loss of Life Benefit Amount** for Emergency Response (Law Enforcement Officer, Correctional Officer and Correctional Probation Officer), shown in Section IV-C of the Schedule of Benefits, if a **Primary Insured Person** who is employed by the **Policyholder** as a law enforcement officer, correctional officer or correctional probation officer, suffers an **Accidental Loss of Life** as a result of:

- 1) the **Primary Insured Person** responding to a **Fresh Pursuit**;
- 2) the **Primary Insured Person** responding to an emergency;
- 3) the **Primary Insured Person** responding to the scene of a traffic accident; or
- 4) the **Primary Insured Person** enforcing a traffic or law ordinance.

The **Benefit Amount** for Emergency Response (Law Enforcement Officer, Correctional Officer and Correctional Probation Officer) is payable in addition to any other applicable **Benefit Amounts** under this policy.

BTA5214 (Ed. 10/2010)

Funeral Expense

We will pay up to the **Benefit Amount** for funeral expense, shown in Section IV-C of the Schedule of Benefits, if a **Primary Insured Person** who is employed by the **Policyholder** as a law enforcement officer, correctional officer or correctional probation officer, suffers an **Accidental Loss of Life** while in the line of duty as the result of an act of violence inflicted directly upon the **Primary Insured Person** by another person. The **Benefit Amount** for funeral expense is payable in addition to any other applicable **Benefit Amounts** under this policy.

BTA5217FM

Occupational Condition

We will pay the **Benefit Amount** shown in Section IV-C of the Schedule of Benefits if:

- 1) a **Primary Insured Person** who is employed by the **Policyholder** as a firefighter, law enforcement officer, correctional officer or correctional probation officer dies due to tuberculosis, heart disease, or hypertension. The tuberculosis, heart disease, or hypertension shall be presumed to be **Accidental** and suffered in the line of duty unless the contrary is shown by competent evidence. However, if a **Primary Insured Person** who is a firefighter, law enforcement officer, correctional officer or correctional probation officer successfully passed a physical examination upon entering into service, and that examination failed to reveal evidence of any such condition, such **Primary Insured Person** shall be presumed to have contracted the condition in the line of duty; or
- 2) a **Primary Insured Person** who is employed by the **Policyholder** as a firefighter, law enforcement officer, correctional officer or correctional probation officer, emergency medical technician or paramedic suffers impairment of health that is caused by exposure to a toxic substance that requires medical treatment and that results in death. The exposure to a toxic substance shall be presumed to be **Accidental** and suffered in the line of duty if there is a preponderance of evidence establishing that exposure to the specific substance involved, at the levels to which the **Primary Insured Person** was exposed, can the injury or diseases sustained. To be entitled to this benefit, the definitions and requirements of Florida statute 112.1815, as amended, must be met; or
- 3) a **Primary Insured Person** who is employed by the **Policyholder** as a firefighter, law enforcement officer, correctional officer or correctional probation officer, emergency medical technician or paramedic suffers complications from a smallpox vaccination that requires medical treatment and that results in death. To be entitled to this benefit, the definitions and requirements of Florida statute 112.1815, as amended, must be met

With respect to this Occupational Condition benefit only, the Disease or Illness Exclusion in Section VI - General Exclusions of the Contract does not apply.

BTA5218 (Ed. 1/2010)

Occupational Hepatitis

We will pay the **Primary Insured Person** the **Benefit Amount** for Occupational Hepatitis, shown in Section IV-C of the Schedule of Benefits, if **Occupational Injury** causes the **Primary Insured Person** to be **Hepatitis-seropositive** no sooner than 72 hours but no later than 180 days after the date of such **Occupational Injury**.

The **Primary Insured Person** must:

- 1) report any **Occupational Injury** in writing to the **Policyholder** and employer, if different from the **Policyholder**. The report must be made within 72 hours after the **Occupational Injury**. A copy of the workers' compensation report must be submitted to Us within thirty (30) days after the **Occupational Injury** giving rise to the claim.
- 2) submit to hepatitis testing at a laboratory or similar facility licensed to perform such testing within 72 hours after the **Occupational Injury**. If the test results indicate the **Primary Insured Person** to be **Hepatitis-seropositive**, then the hepatitis virus will be deemed to have been present before the **Occupational Injury** and insurance under this policy does not apply.

If the test results indicate the **Primary Insured Person** to be **Hepatitis-seronegative**, then the hepatitis virus was not present before the **Occupational Injury** and the **Primary Insured Person** must resubmit to hepatitis testing no sooner than 150 nor more than 180 days after the **Occupational Injury** at a laboratory or similar facility licensed to perform such testing. If the retesting indicates the **Primary Insured Person** to be **Hepatitis-seropositive**, then insurance under this policy applies. If the retesting indicates the **Primary Insured Person** to be **Hepatitis-seronegative**, then insurance under this policy does not apply.

We will not pay for any expenses incurred for testing, unless required by law.

Failure to comply with the above reporting and testing procedures will invalidate this insurance.

Limitations on Occupational Hepatitis

The **Benefit Amount** for Occupational Hepatitis insurance does not apply to loss caused by or resulting from, directly or indirectly, any of the following:

A **Primary Insured Person's Hepatitis-seropositivity** that is:

- 1) first diagnosed prior to the date such **Primary Insured Person** became insured under this policy;
- 2) directly related to any signs or symptoms of hepatitis infection for which such **Primary Insured Person** sought medical treatment prior to becoming insured under this policy;
- 3) not caused by a documented **Occupational Injury**;
- 4) an **Occupational Injury** that occurs prior to the date the **Primary Insured Person** became insured under this policy.

BTA5051

Psychological Therapy Expense

We will reimburse **Psychological Therapy Expense** up to the **Benefit Amount** for **Psychological Therapy Expense**, shown in Section IV-C of the Schedule of Benefits, if an **Accidental Bodily Injury** causes an **Insured Person** to suffer a covered **Loss** resulting in a **Physician's** determination that **Psychological Therapy** is required for:

- 1) such **Insured Person**; or
- 2) a **Dependent**.

The **Benefit Amount** for **Psychological Therapy Expense** is payable on an excess basis. We will determine the charge for the **Psychological Therapy Expense**. We will then reduce that amount by amounts already paid or payable by any **Other Plan**. We will pay the resulting **Benefit Amount**, but in no event will We pay more than the **Benefit Amount** for **Psychological Therapy Expense** shown in Section IV-C of the Schedule of Benefits.

The **Benefit Amount** for **Psychological Therapy Expense** will be paid:

- 1) to the natural person who incurs the expense; and
- 2) in addition to any other applicable **Benefit Amounts** under this policy.

The **Benefit Amount** for **Psychological Therapy Expense** will be paid until the earlier of the date on which:

- 1) the total **Benefit Amount** for **Psychological Therapy Expense**, shown in Section IV-C of the Schedule of Benefits, has been paid; or
- 2) two (2) years have elapsed from the date of a covered **Loss**.

BTA5062

Reconstructive Surgery

We will reimburse **Reasonable and Customary Charges** incurred by an **Insured Person** for Reconstructive Surgery up to the **Benefit Amount** for Reconstructive Surgery shown in Section IV-C of the Schedule of Benefits, if a **Physician** determines Reconstructive Surgery is **Medically Necessary** for an **Insured Person** because of a covered **Accidental Bodily Injury**.

The **Benefit Amount** for Reconstructive Surgery is payable on an excess basis. We will determine the charge for the Reconstructive Surgery. We will then reduce that amount by amounts already paid or payable by any **Other Plan**. We will pay the resulting **Benefit Amount**, but in no event will We pay more than the **Benefit Amount** for Reconstructive Surgery shown in Section IV-C of the Schedule of Benefits.

The **Benefit Amount** for Reconstructive Surgery is payable in addition to any other applicable **Benefit Amounts** under this policy. We will pay the **Benefit Amount** for Reconstructive Surgery to the natural person who incurs the expense.

BTA5064

Spouse Employment Training Expense

We will reimburse **Spouse Employment Training Expense** up to the **Benefit Amount** for **Spouse Employment Training Expense**, shown in Section IV-C of the Schedule of Benefits, if **Accidental Bodily Injury** causes a **Primary Insured Person's** covered **Loss of Life**. The **Benefit Amount** for **Spouse Employment Training Expense** is payable in addition to any other applicable **Benefit Amounts** under this policy. We will pay the **Benefit Amount** for **Spouse Employment Training Expense** to the natural person who incurs the expense.

This insurance applies only if the surviving **Spouse** incurs **Employment Training Expense** within three (3) years following the date of the **Primary Insured Person's** covered **Loss of Life**.

In no event will **Our** total payment exceed the **Benefit Amount** for **Spouse Employment Training Expense**, shown in Section IV-C of the Schedule of Benefits.

BTA5072

Temporary Total Disability

We will pay the **Weekly Benefit Amount** for **Temporary Total Disability**, after the **Elimination Period**, both shown in Section IV-C of the Schedule of Benefits, if **Accidental Bodily Injury** causes a **Primary Insured Person** to suffer **Temporary Total Disability**. The **Weekly Benefit Amount** for **Temporary Total Disability** will be paid in addition to any other applicable **Benefit Amounts** under this policy. The **Weekly Benefit Amount** for **Temporary Total Disability** will be paid until the earliest of the date on which:

- 1) the **Primary Insured Person** dies;
- 2) the **Primary Insured Person** fails to provide **Us** with satisfactory evidence of a continuing **Temporary Total Disability**;
- 3) the **Primary Insured Person** no longer has a **Temporary Total Disability**; or
- 4) the Maximum Benefit Period shown in Section IV-C of the Schedule of Benefits has ended.

The **Weekly Benefit Amount** for **Temporary Total Disability** shall be subject to the following conditions:

- 1) the **Weekly Benefit Amount** for **Temporary Total Disability** shall be excess of any other valid and collectible benefits under any **Other Plan**; and
- 2) the total payments to the **Primary Insured Person** for **Temporary Total Disability** from all sources, including the **Weekly Benefit Amount** for **Temporary Total Disability** and any other benefits, as stated in 1) above, shall not exceed 80% of the **Primary Insured Person's** earned income. If the total payments to the **Primary Insured Person** exceed 80% of the **Primary Insured Person's** earned income, then no **Weekly Benefit Amount** for **Temporary Total Disability** will be payable to the **Primary Insured Person** by **Us**. If the total payments to the **Primary Insured Person** fall to 80% or less of the **Primary Insured Person's** earned income, then the Maximum Benefit Period for any **Weekly Benefit Amount** for **Temporary Total Disability** that **We** pay will be reduced by the number of weeks for which no **Weekly Benefit Amount** for **Temporary Total Disability** was payable by **Us**.

Periods of **Temporary Total Disability** separated by less than 14 consecutive days of return to work will be considered one period of **Temporary Total Disability**, unless due to separate and unrelated causes. No additional **Elimination Period** will be required. However, the Maximum Benefit Period shown in Section IV-C of the Schedule of Benefits will be reduced by the number of weeks for which benefits have already been paid including, but not limited to the **Weekly Benefit Amount** for **Temporary Total Disability**.

Limitations on Temporary Total Disability

No Weekly **Benefit Amount** for **Temporary Total Disability** shall be paid for any period of time during which the **Primary Insured Person** is not under the continuous care of a **Physician**.

BTA5074 (Ed. 7/06)

Unlawful and Intentional Act

We will pay the **Loss of Life Benefit Amount** for **Unlawful and Intentional Act**, shown in Section IV-C of the Schedule of Benefits, if a **Primary Insured Person** who is employed by the **Policyholder** as a law enforcement officer, correctional officer or correctional probation officer, suffers an **Accidental Loss of Life** as a result of an **Unlawful and Intentional Act**.

The **Benefit Amount** for **Unlawful and Intentional Act** is payable in addition to any other applicable **Benefit Amounts** under this policy.

Limitation on Unlawful and Intentional Act

Insurance under this **Unlawful and Intentional Act** Benefit does not apply to a **Primary Insured Person** if that **Primary Insured Person** commits the **Unlawful and Intentional Act**.

BTA5216 (Ed. 10/2010)

Section II - Eligibility, Effective Date and Termination

Eligibility

A person becomes insured under this policy if:

- 1) such person is a member of an eligible **Class of Insured Persons** as shown in Section I of the Schedule of Benefits;
- 2) such person has completed any required Qualification Period as shown in Section II of the Schedule of Benefits; and
- 3) the required premium for such person has been paid.

BTA5080

Effective Date of Insurance for an Insured Person

Insurance for an **Insured Person** becomes effective on the latest of:

- 1) the effective date of this policy;
- 2) the date on which such person first meets the eligibility criteria as an **Insured Person**; or
- 3) the beginning of the period for which required premium is paid for such **Insured Person**.

BTA5082

Termination of Insurance for an Insured Person

Insurance for an **Insured Person** automatically terminates on the earliest of:

- 1) the termination date of this policy;
- 2) the expiration of the period for which required premium has been paid for such **Insured Person**;
- 3) the date on which a person no longer meets the eligibility criteria as an **Insured Person**.

BTA5084

Section III - Extensions Of Insurance

Extensions of Insurance are subject to the provisions of Section I-Insurance of the Contract, and all other policy terms and conditions.

Disappearance

If an **Insured Person** has not been found within one (1) year of the disappearance, stranding, sinking, or wrecking of any **Conveyance** in which an **Insured Person** was an occupant at the time of the **Accident**, then it will be assumed, subject to all other terms and conditions of this Policy, that an **Insured Person** has suffered **Loss of Life** insured under this policy.

BTA5088

Exposure

Accident includes unavoidable exposure to elements arising from an insured **Hazard**.

BTA5090FL

Section IV - Maximum Payment for Multiple Losses and Multiple Benefits

For any **Benefit Amount** identified as subject to this provision in the Schedule of Benefits, payment of such **Benefit Amount** will reduce the **Principal Sum**. If, subject to all the terms and conditions of this policy, an **Insured Person** is entitled to receive payment of multiple **Benefit Amounts** as the result of one (1) **Accident**, then the maximum **We** will pay for all benefits shall not exceed the **Principal Sum**.

For any **Benefit Amount** identified as not subject to this provision in the Schedule of Benefits, payment of such **Benefit Amount** will be in addition to any **Principal Sum** payable under this policy.

If, subject to all the terms and conditions of this policy, an **Insured Person** suffers multiple covered **Losses** as the result of one (1) **Accident**, then **We** will only pay the single largest **Benefit Amount** applicable to all such covered **Losses**.

For the purposes of this provision the definition of **Loss** includes paralysis, **Coma**, **Occupational Hepatitis**, **Occupational Condition**.

BTA5092

Section V - Territory

This insurance applies worldwide.

BTA5094

Section VI - General Exclusions

The following exclusions apply to all benefits or Hazards under this policy. Additional exclusions, limitations or conditions may also apply to specific benefits or Hazards. Please read this entire policy carefully.

Aircraft Pilot or Crew

This insurance does not apply to any **Accident, Accidental Bodily Injury** or **Loss** caused by or resulting from, directly or indirectly, a **Primary Insured Person** being in, entering, or exiting any aircraft while acting or training as a pilot or crew member.

This exclusion shall not apply:

- 1) to a **Primary Insured Person** being in, entering, or exiting the **Policyholder's Owned Aircraft, Leased Aircraft** or **Operated Aircraft** while such **Primary Insured Person** is acting or training as a pilot or crew member by or on behalf of the **Policyholder**, but only if such **Primary Insured Person** is certified and licensed by a governmental authority with competent jurisdiction to operate or serve as crew on such **Owned Aircraft, Leased Aircraft** or **Operated Aircraft** .
- 2) to passengers who temporarily perform pilot or crew functions in a life threatening emergency.

BTA5100 (Ed. 7/06)

Disease or Illness

This insurance does not apply to any **Accident, Accidental Bodily Injury** or **Loss** caused by or resulting from, directly or indirectly, an **Insured Person's** emotional trauma, mental or physical illness, disease, pregnancy, childbirth or miscarriage, bacterial or viral infection, bodily malfunctions or medical or surgical treatment thereof.

This exclusion does not apply to an **Insured Person's** bacterial infection caused by an **Accident** or by **Accidental** consumption of a substance contaminated by bacteria.

BTA5102 (Ed. 7/06)

Incarceration

This insurance does not apply to any **Accident, Accidental Bodily Injury** or **Loss** caused by or resulting from, directly or indirectly any occurrence while an **Insured Person** is incarcerated after conviction.

BTA5106

Service in the Armed Forces

This insurance does not apply to any **Accident, Accidental Bodily Injury** or **Loss** caused by or resulting from, directly or indirectly, an **Insured Person** participating in military action while in active military service with the armed forces of any country or established international authority. However, this exclusion does not apply to the first sixty (60) consecutive days of active military service with the armed forces of any country or established international authority.

BTA5116

Specialized Aviation

This insurance does not apply to any **Accident, Accidental Bodily Injury** or **Loss** caused by or resulting from, directly or indirectly, an **Insured Person** traveling or flying on any aircraft engaged in **Specialized Aviation Activities**.

BTA5118

Suicide or Intentional Injury

This insurance does not apply to any **Accident, Accidental Bodily Injury** or **Loss** caused by or resulting from, directly or indirectly, an **Insured Person's** suicide, attempted suicide or intentionally self-inflicted injury.

BTA5120

Trade Sanctions

This insurance does not apply to any **Accident, Accidental Bodily Injury** or **Loss** when:

- 1) the United States of America has imposed any trade or economic sanctions prohibiting insurance of any **Accident, Accidental Bodily Injury** or **Loss**; or
- 2) there is any other legal prohibition against providing insurance of any **Accident, Accidental Bodily Injury** or **Loss**.

BTA5122

War

This insurance does not apply to any **Accident, Accidental Bodily Injury** or **Loss** caused by or resulting from, directly or indirectly, a declared or undeclared **War**.

BTA5126

Section VII - Definitions

For the purpose of these definitions, the singular includes the plural and the plural includes the singular, unless otherwise noted.

Accident or Accidental

Accident or **Accidental** means a sudden, unforeseen and unexpected event happening by chance.
BTA5600FL

This definition applies solely with respect to the Occupational Hepatitis benefit:

Accidental Bodily Fluid Exposure

Accidental Bodily Fluid Exposure means the occurrence of any of the following documented incidents that may place a **Primary Insured Person** at risk of Hepatitis:

- 1) a percutaneous injury such as a needle stick, bite or cut with a sharp object;
- 2) contact of mucous membranes or skin with blood, tissues or other bodily fluids; or
- 3) similar degrees of exposure to other bodily fluids.

BTA5605

Accidental Bodily Injury

Accidental Bodily Injury means bodily injury, which:

- 1) is **Accidental**;
- 2) is the direct cause of a loss;
- 3) is independent of disease, illness or other cause; and
- 4) occurs while an **Insured Person** is insured under this policy, which is in force.

Accidental Bodily Injury does not mean a **Repetitive Motion Injury**.

BTA5602FL (Ed. 7/06)

Arson

Arson means the willful and unlawful causing of damage to any structure, or the contents thereof, through the use of fire or explosion. The **Arson** must be confirmed in writing by a police, fire or **Arson** investigator's report.

BTA5870

Benefit Amount

Benefit Amount means the amount stated in the Schedule of Benefits for this policy which applies:

- 1) at the time of an **Accident**;
- 2) to an **Insured Person**; and
- 3) for the applicable **Hazard**.

BTA5612

Burn or Burned

Burn or Burned means a third degree burn, according to the Rule of Nines or the Lund-Browder Chart, caused by a source that is thermal, chemical, electrical or nuclear.

BTA5620

Child Care Expense

Child Care Expense means the actual incurred costs for the care and supervision of an **Insured Person's Dependent Child** who is less than age thirteen (13).

BTA5630

Class

Class means the categories of **Insured Persons** described in Section I of the Schedule of Benefits.

BTA5628

Coma

Coma means a profound state of unconsciousness, as determined by a **Physician** according to the Glasgow Coma Scale, from which an **Insured Person** cannot be aroused to consciousness even by powerful stimulation.

BTA5632

COBRA

COBRA means the U.S. Consolidated Omnibus Budget Reconciliation Act of 1985, as amended.
BTA5634

COBRA Premium Expense

COBRA Premium Expense means the actual cost of premium charged and paid for the **Dependent's** election to continue group medical or dental insurance under a group medical or dental plan provided through the **Policyholder** up to the maximum allowed by **COBRA**.
BTA5636

Commutation

Commutation means travel between a **Primary Insured Person's** residence and regular place of employment.
BTA5646

Company

Company means FEDERAL INSURANCE COMPANY.
BTA5648

Conveyance

Conveyance means any motorized craft, vehicle or mode of transportation licensed or registered by a governmental authority with competent jurisdiction.
BTA5650

Dependent

Dependent means a **Dependent Child, Spouse** of a **Primary Insured Person**.

BTA5660

Dependent Child

Dependent Child means a **Primary Insured Person's** unmarried child from the moment of birth, including a natural child, grandchild, stepchild, foster child or adopted child from the date of placement with a **Primary Insured Person**. The **Dependent Child** must be primarily dependent upon such **Primary Insured Person** for maintenance and support, and must be:

- 1) under the age of twenty-six (26);
- 2) under the age of twenty-six (26) and enrolled as a full-time or part time student at an **Institution of Higher Learning**; or
- 3) classified as **Incapacitated Dependent Child**.

BTA5662FL

Education Expense

Education Expense means the actual cost incurred for tuition, fees, or room and board billed by an **Institution of Higher Learning**. **Education Expense** also means costs for required books or course supplies but shall not include any amount reimbursed from any other source.

BTA5668

Elimination Period

Elimination Period means the consecutive amount of time, shown in Section IV-C of the Schedule of Benefits, that must elapse before a **Benefit Amount** becomes payable. The **Elimination Period** begins on the first day of an **Insured Person's Loss**. **Benefit Amounts** are not payable, nor do they accrue, during an **Elimination Period**.

BTA5670

Fresh Pursuit

Fresh Pursuit means the pursuit of a person who has committed or is reasonably suspected of having committed a felony, misdemeanor, traffic infraction, or violation of a county or municipal ordinance.

BTA5869

Gainful Occupation

Gainful Occupation means an occupation, including self employment, that is or can be expected to provide an **Insured Person** with an income equal to at least 60% of the **Insured Person's** monthly earnings within twelve (12) months after the **Insured Person's** return to work.

BTA5688

Hazard

Hazard means the circumstances for which this insurance is provided as stated in Section III of the Schedule of Benefits and described in the **Hazard** Section of this policy.

BTA5696

Hemiplegia

Hemiplegia means complete and irreversible loss of all motion and all practical use of one arm and one leg on the same side of the body that lasts longer than 365 days as determined by a **Physician** approved by Us.

BTA5702

Hepatitis-seronegative

Hepatitis-seronegative means a **Primary Insured Person's** blood exhibits no antibodies, viruses or antigens sufficient to diagnose viral hepatitis, not including Type A hepatitis, using current criteria published by the U.S. Centers for Disease Control and Prevention.

BTA5703

Hepatitis-seropositive or Hepatitis-seropositivity

Hepatitis-seropositive or Hepatitis-seropositivity means a **Primary Insured Person's** blood exhibits antibodies, viruses or antigens sufficient to diagnose viral hepatitis, not including Type A hepatitis, using current criteria published by U.S. Centers for Disease Control and Prevention.

BTA5705

Hospital

Hospital means a public or private institution which:

- 1) is licensed in accordance with the laws of the jurisdiction where it is located;
- 2) is accredited by the Joint Commission on Accreditation of Hospitals;
- 3) operates for the reception, care and treatment of sick, ailing or injured persons as in-patients;
- 4) provides organized facilities for diagnosis and medical or surgical treatment;
- 5) provides twenty-four (24) hour nursing care;
- 6) has a **Physician** or staff of **Physicians**; and
- 7) is not primarily a day clinic, rest or convalescent home, assisted living facility or similar establishment and is not, other than incidentally, a place for the treatment of alcoholics or drug addicts.

BTA5712

Immediate Family Member

Immediate Family Member means an **Insured Person's**:

- 1) **Spouse**;
- 2) children including adopted children and stepchildren;
- 3) legal guardians or wards;
- 4) siblings or siblings-in-law;
- 5) parents or parents-in-law;
- 6) grandparents or grandchildren;
- 7) aunts or uncles;
- 8) nieces and nephews.

Immediate Family Member also means a **Spouse's** children, including adopted children and stepchildren; legal guardians or wards; siblings or siblings-in-law; parents or parents-in-law; grandparents or grandchildren; aunts or uncles; nieces or nephews.

BTA5716

Incapacitated Dependent Child

Incapacitated Dependent Child means a child who, as a result of being mentally or physically challenged, is permanently incapable of self-support and permanently dependent on a **Primary Insured Person** for support and maintenance. The incapacity must have occurred while the child was under the age of twenty-six (26).

BTA5718FL

Institution of Higher Learning

Institution of Higher Learning means any accredited public or private college, university, professional trade or vocational school beyond the twelfth (12th) grade.

BTA5724

Insured Person

Insured Person means a person, qualifying as a **Class** member under Section I of the Schedule of Benefits:

- 1) who elects insurance; or
- 2) for whom insurance is elected,
- 3) and on whose behalf premium is paid.

BTA5728

Leased Aircraft

Leased Aircraft means an aircraft not owned by the **Policyholder**, which is subject to a written lease agreement between the **Policyholder** and the lessor. The **Policyholder** uses the aircraft as it wishes for the term of the written lease agreement. The **Policyholder** cannot alter or sell the aircraft without the consent of the lessor. **Leased Aircraft** does not include aircraft which are chartered for single trips.

BTA5730 (Ed. 7/06)

Loss

Loss means **Accidental**:

- Loss of Foot**
- Loss of Hand**
- Loss of Hearing**
- Loss of Life**
- Loss of Sight**
- Loss of Sight of One Eye**
- Quadriplegia**
- Paraplegia**
- Hemiplegia**
- Loss of Speech**
- Uniplegia**
- Loss of Thumb and Index Finger**

Loss must occur within one (1) year after the **Accident**.

BTA5732

Loss of Foot

Loss of Foot means the complete severance of a foot through or above the ankle joint. **We** will consider such severance a **Loss of Foot** even if the foot is later reattached. If the reattachment fails and amputation becomes necessary, then **We** will not pay an additional **Benefit Amount** for such amputation.

BTA5734

Loss of Hand

Loss of Hand means complete severance, as determined by a **Physician**, of at least four (4) fingers at or above the metacarpal phalangeal joint on the same hand or at least three (3) fingers and the thumb on the same hand. **We** will consider such severance a **Loss of Hand** even if the hand, fingers or thumb are later reattached. If the reattachment fails and amputation becomes necessary, then **We** will not pay an additional **Benefit Amount** for such amputation.
BTA5736

Loss of Hearing

Loss of Hearing means permanent, irrecoverable and total deafness, as determined by a **Physician**, with an auditory threshold of more than 90 decibels in each ear. The deafness cannot be corrected by any aid or device, as determined by a **Physician**.
BTA5738

Loss of Life

Loss of Life means death, including clinical death, as determined by the local governing medical authority where such death occurs within 365 days after an **Accident**.
BTA5740

Loss of Sight

Loss of Sight means permanent loss of vision. Remaining vision must be no better than 20/200 using a corrective aid or device, as determined by a **Physician**.
BTA5742

Loss of Sight of One Eye

Loss of Sight of One Eye means permanent loss of vision of one eye. Remaining vision in that eye must be no better than 20/200 using a corrective aid or device, as determined by a **Physician**.
BTA5744

Loss of Speech

Loss of Speech means the permanent, irrecoverable and total loss of the capability of speech without the aid of mechanical devices, as determined by a **Physician**.
BTA5748

Loss of Thumb and Index Finger

Loss of Thumb and Index Finger means complete severance, through the metacarpal phalangeal joints, of the thumb and index finger of the same hand, as determined by a **Physician**. **We** will consider such severance a **Loss of Thumb and Index Finger** even if a thumb, an index finger or both are later reattached. If the reattachment fails and amputation becomes necessary, then **We** will not pay an additional **Benefit Amount** for such amputation.
BTA5750

Medically Necessary

Medically Necessary means a medical or dental service, supply or course of treatment which:

- 1) is ordered or prescribed by a **Physician**;
- 2) is appropriate and consistent with the patient's diagnosis;
- 3) is in accord with current accepted medical or dental practice; and
- 4) could not be eliminated without adversely affecting the patient's condition.

BTA5758

Medical Services

Medical Services means **Medically Necessary** services, including but not limited to:

- 1) medical care and treatment by a **Physician**;
- 2) **Hospital** room and board and **Hospital** care, both inpatient and outpatient;
- 3) drugs and medicines required and prescribed by a **Physician**;
- 4) diagnostic tests and x-rays prescribed by a **Physician**;
- 5) transportation of an **Insured Person** in an emergency transportation vehicle from the location where such **Insured Person** becomes injured to the nearest **Hospital** where appropriate medical treatment can be obtained;
- 6) dental care and treatment due to **Accidental Bodily Injury**;
- 7) physical therapy, including diathermy, ultrasonic, whirlpool or heat treatment, adjustment, manipulation, massage and the office visit associated with such therapy;
- 8) treatment performed by a licensed medical professional when prescribed by a **Physician**, if hospitalization would have been otherwise required;
- 9) rental of durable medical equipment;
- 10) artificial limbs and other prosthetic devices;
- 11) orthopedic appliances or braces.

BTA5760 (Ed. 7/06)

Occupational Condition

Occupational Condition means impairment of health caused by meningitis, tuberculosis, heart disease, or hypertension.

BTA5872

Occupational Injury

Occupational Injury means an **Accidental Bodily Fluid Exposure** sustained by a **Primary Insured Person** during the Policy Period and while such **Primary Insured Person** is performing duties as a health care professional in his or her capacity as an employee of the **Policyholder**.

BTA5766

Operated Aircraft

Operated Aircraft means any aircraft not owned by the **Policyholder** but over which the **Policyholder** exercises control. **Operated Aircraft** includes an aircraft for which the **Policyholder** pays operating expenses.
BTA5768

Other Plan

Other Plan means any other insurance or payment source for **Medical Services** or disability, including but not limited to health coverage, disability insurance, worker's compensation insurance; or coverage provided or required by any law or statute, including, automobile insurance "fault" or "no-fault", employer sick leave or salary continuation plan, or similar benefit provided or required by governmental plan or program.
BTA5770

Owned Aircraft

Owned Aircraft means any aircraft to which the **Policyholder** holds legal or equitable title.
BTA5772

Paraplegia

Paraplegia means complete and irreversible loss of all motion and all practical use of both legs that lasts longer than 365 days, as determined by a **Physician** approved by **Us**.
BTA5774

Physician

Physician means a licensed practitioner of the healing arts, acting within the scope of his or her license to the extent provided by the laws of the jurisdiction in which medical treatment is provided. **Physician** does not include:

- 1) an **Insured Person**;
- 2) an **Immediate Family Member**.

BTA5782

Policyholder

Policyholder means the entity identified in the Insuring Agreement.
BTA5786

Primary Insured Person

Primary Insured Person means an **Insured Person** who:

- 1) has a direct relationship with the **Policyholder**; and
- 2) where applicable, elects insurance under this policy.

BTA5790

Principal Sum

Principal Sum means the amount of insurance appearing in Section IV-A of the Schedule of Benefits applicable to each **Class**.

BTA5792

Proof of Loss

Proof of Loss means written evidence acceptable to Us that an **Accident, Accidental Bodily Injury** or **Loss** has occurred.

BTA5794

Psychological Therapy

Psychological Therapy means **Medically Necessary** counseling for a mental or nervous disorder by a **Physician**, whether on an out-patient basis, in a **Hospital** or any other medical facility licensed to provide such treatment.

BTA5796

Psychological Therapy Expense

Psychological Therapy Expense means **Reasonable and Customary Charges** for **Psychological Therapy**.

BTA5797

Quadriplegia

Quadriplegia means complete and irreversible loss of all motion and all practical use of both arms and legs that lasts longer than 365 days, as determined by a **Physician** approved by Us.

BTA5798

Reasonable and Customary Charge

Reasonable and Customary Charge means the lesser of:

- 1) the usual charge made by **Physicians** or other health care providers for a given service or supply; or
- 2) the charge **We** reasonably determine to be the prevailing charge made by **Physicians** or other health care providers for a given service or supply in the geographical area where it is furnished.

BTA5804

Repetitive Motion Injury

Repetitive Motion Injury means bursitis, stress fracture, strain, shin splints, Osgood Schlatter Disease, Chondromalacia, stress fractures, tendinitis and Carpal Tunnel Syndrome.

BTA5609

Specialized Aviation Activity

Specialized Aviation Activity means use of a properly certified aircraft for the following:

any flight on a rocket propelled or rocket launched aircraft

Specialized Aviation Activity shall include any flight which requires a special permit or waiver from a governmental authority having jurisdiction over civil aviation, whether or not such permit or waiver is granted.

BTA5826 (Ed. 7/06)

Spouse

Spouse means an **Insured Person's** husband or wife or who is recognized as such by the laws of the jurisdiction in which the **Primary Insured Person** resides.

BTA5828

Spouse Employment Training Expense

Spouse Employment Training Expense means the actual costs incurred by a **Spouse** for tuition, fees, room and board billed by an **Institution of Higher Learning**. **Spouse Employment Training Expense** also means costs for required books or course supplies. These costs must be incurred by the **Primary Insured Person's Spouse** to attend an **Institution of Higher Learning** for the purpose of obtaining or refreshing skills needed for employment.

BTA5830

Subsidiary

Subsidiary means any organization in which:

- 1) more than 50% of the outstanding securities or voting rights representing the present right to vote for election of directors is owned or controlled, directly or indirectly, in any combination by the **Policyholder**; or
- 2) the **Policyholder** exercises management control.

BTA5832

Temporary Substitute Aircraft

Temporary Substitute Aircraft means an aircraft equivalent to **Owned Aircraft, Leased Aircraft** or **Operated Aircraft** with an airworthiness certificate issued by a governmental authority with competent jurisdiction.

BTA5834

Temporary Total Disability

Temporary Total Disability or **Temporarily Totally Disabled** means that **Accidental Bodily Injury** solely and directly:

- 1) prevents a **Primary Insured Person** from performing all the substantial and material duties of such **Primary Insured Person's** regular occupation, or with respect to a **Primary Insured Person** who is unemployed, prevents such **Primary Insured Person** from engaging in the normal and customary activities of a person of like age and sex in good health;
- 2) causes a condition which is medically determined, by a **Physician**, to be continuous; and
- 3) requires the continuous care of a **Physician**.

BTA5836

Uniplegia

Uniplegia means complete and irreversible loss of all motion and all practical use of one arm or one leg that lasts more than 365 days, as determined by a **Physician** approved by **Us**.

BTA5854

Unlawful and Intentional Act

Unlawful and Intentional Act means the willful commitment of a felony, misdemeanor, traffic infraction, or violation of a county or municipal ordinance.

BTA5871

War

War means:

- 1) hostilities following a formal declaration of **War** by a governmental authority;
- 2) in the absence of a formal declaration of **War** by a governmental authority armed, open and continuous hostilities between two countries; or
- 3) armed, open and continuous hostilities between two factions, each in control of territory, or claiming jurisdiction over the geographic area of hostility.

BTA5858

We, Us and Our

We, Us and Our means FEDERAL INSURANCE COMPANY.

BTA5860

Section VIII - General Provisions

Addition of New Insured Persons

Any new person who meets the eligibility criteria for the **Class(es)** described in Section I of the Schedule of Benefits, **Insured Persons**, will automatically be an **Insured Person** under this policy.

BTA5150

Benefit Assignment

An **Insured Person** may assign **Benefit Amounts** other than those for **Loss of Life**. Such assignment must be in writing, signed by the **Insured Person** and filed with the **Policyholder**. The assignment shall be provided to **Us** at the time of claim or at such other time as **We** may require. **We** do not assume the responsibility for the validity of any assignment.

BTA5154

Beneficiary

A) Designation

An **Insured Person** has the right to designate a beneficiary. The **Primary Insured Person** shall have the sole right to designate a beneficiary for any **Dependent Child** who is a minor. All beneficiary designations must be:

- 1) in writing;
- 2) filed with the **Policyholder**; and
- 3) provided to **Us** at the time of claim; or
- 4) at such other time as **We** may require

B) Change

The **Insured Person**, and no one else, unless there is an irrevocable assignment, has the right to change the beneficiary except as set forth above. The **Insured Person** does not need the consent of anyone to do so. All beneficiary changes must be:

- 1) in writing;
- 2) filed with the **Policyholder**; and
- 3) provided to **Us** at the time of claim or at such other time as **We** may require.

We do not assume any responsibility for the validity of these changes.

C) Payment

The **Benefit Amount** for covered **Loss of Life** will be paid to the beneficiary designated by an **Insured Person**. Any **Benefit Amount** payable due to the **Loss of Life** of a **Dependent Child** will be paid to the **Primary Insured Person**, absent any beneficiary designation by the **Dependent Child**.

If an **Insured Person** has not chosen a beneficiary or if there is no beneficiary alive when the **Insured Person** dies, then **We** will pay the **Benefit Amount** for **Loss of Life** to the first surviving party in the following order:

- 1) in equal shares to the **Insured Person's Spouse** surviving children;
- 2) in equal shares to the **Insured Person's** surviving parents;
- 3) in equal shares to the **Insured Person's** surviving brothers and sisters;
- 4) the **Insured Person's** estate.

All other **Benefit Amounts** are paid to the **Insured Person**, unless otherwise directed by an **Insured Person** or an **Insured Person's** designee, or unless otherwise noted in this policy.

If any beneficiary has not reached the legal age of majority, then **We** will pay such beneficiary's legal guardian.

BTA5158FL

Cancellation, Nonrenewal and Grace Period

A) Grace Period

The **Policyholder** is entitled to a grace period of forty-five (45) days from the premium due date for the payment of premium due. This policy will continue in force during the grace period. The grace period does not apply to the first premium payable during this policy term. Failure to pay the first premium on or before the due date will immediately terminate this policy as of inception. **We** are not required to provide notification of such termination.

BTA5160FL

B) Cancellation, Nonrenewal

The **Policyholder** may cancel this policy, or any of its individual insurance benefits, by sending **Us** written notice stating when cancellation is to take effect. The effective date of cancellation may not be earlier than the date notice is postmarked or transmitted.

We may cancel this policy, or any of its individual insurance benefits, if the **Policyholder** fails to pay the premium within the grace period of forty-five (45) days after the premium due date, except for the first premium due during the Policy Period. **We** will send written notice prior to the date of cancellation stating the effective date of cancellation, which will be no earlier than forty-five (45) days after the premium due date.

We may cancel this policy, or any of its individual insurance benefits, for reasons other than nonpayment of premium by sending written notice stating when thereafter such cancellation shall take effect. If this is a multi-year policy, then **We** may cancel the policy, or any of its individual insurance benefits, by sending written notice at least forty-five (45) days prior to the Anniversary Date shown in the Insuring Agreement.

We may nonrenew this policy by sending written notice at least forty-five (45) days before the expiration date of the Policy Period shown in the Insuring Agreement. If **We** fail to provide notice, insurance will remain in effect until the earlier of forty-five (45) days after the date notice is given or until the effective date of replacement coverage.

We will send notice of cancellation or nonrenewal to the **Policyholder** at its last known address. If the notice is mailed, proof of mailing will be considered proof of cancellation or nonrenewal.

The **Policyholder** is required to immediately provide notice of cancellation or nonrenewal to all **Insured Persons**.

The earned premium will be computed on a pro-rata basis. Any unearned premium will be returned to the **Policyholder** as soon as practicable.

BTA5162FL

Certificate

When required by law, **We** will issue to the **Policyholder** for delivery to the **Primary Insured Person** a Certificate of Insurance. The Certificate of Insurance will describe the benefits, exclusions, limitations, and conditions of this policy and state to whom benefits are payable. Any subsequent changes to this policy will also apply to the existing Certificates of Insurance.

BTA5164

Changes

This policy can only be changed by a written endorsement that becomes a part of this policy. The endorsement must be approved by one of **Our** officers and signed by one of **Our** authorized representatives. No agent has the authority to change this policy or waive any of its provisions.

BTA5166

Concealment or Fraud

Insurance under this policy is void if:

- 1) the **Policyholder** or any **Insured Person** has intentionally concealed or misrepresented any material fact relating to this policy before or after a **Loss**; or
- 2) the **Policyholder** or any **Insured Person** files a false report of a **Loss**.

BTA5165

Compliance by Policyholder and Insured Person

We have no duty to provide insurance under this policy unless the **Policyholder**, the **Insured Person** and the beneficiary, if applicable, have fully complied with all the terms and conditions of this policy.

BTA5168

Claim Notice

Written Claim Notice must be given to **Us** or any of **Our** brokers or appointed agents within twenty (20) days after the occurrence or commencement of any **Loss** covered by this policy or as soon as reasonably possible. Notice must include enough information to identify the **Insured Person** and **Policyholder**. Failure to give Claim Notice within twenty (20) days will not invalidate or reduce any otherwise valid claim if notice is given as soon as reasonably possible.

BTA5170

Claim Forms

When **We** receive notice of a claim, **We** will send the **Insured Person** or the **Insured Person's** designee, within fifteen (15) days, forms for giving **Proof of Loss** to **Us**. If the **Insured Person** or the **Insured Person's** designee does not receive the forms, then the **Insured Person** or an **Insured Person's** designee should send **Us** a written description of the **Loss**. This written description should include information detailing the occurrence, type and extent of the **Loss** for which the claim is made.

BTA5172

Claim Proof of Loss

For claims involving disability, complete **Proof of Loss** must be given to **Us** within thirty (30) days after commencement of the period for which **We** are liable. Subsequent written proof of the continuance of such disability must be given to **Us** at such intervals as **We** may reasonably require.

Failure to give complete **Proof of Loss** within these time frames will not invalidate or reduce any otherwise valid claim if notice is given as soon as reasonably possible, and in no event later than one (1) year after the deadline to submit complete **Proof of Loss**, except in cases where the claimant lacks legal capacity.

For all claims except those involving disability, complete **Proof of Loss** must be given to **Us** within ninety (90) days after the date of **Loss**, or as soon as reasonably possible.

BTAS174

Time of Payment of Claims

For benefits payable involving disability, **We** will pay the **Insured Person** the applicable **Benefit Amount** no less frequently than monthly during the period for which **We** are liable. All payments by **Us** are subject to receipt of complete **Proof of Loss**.

For all benefits payable under this policy except those for disability, **We** will pay the **Insured Person** or beneficiary the applicable **Benefit Amount** as soon as **We** receive complete **Proof of Loss** if the **Insured Person**, the **Policyholder** and the beneficiary, where applicable, have complied with all the terms of this policy. If a claim is contested by **Us**, then **We** will notify the **Insured Person** or beneficiary the reasons for contesting the claim within forty-five (45) days of receipt of complete **Proof of Loss**. If **We** request additional information from the **Insured Person** or beneficiary, then upon receipt of requested information **We** will pay or deny the claim within sixty (60) days. All overdue claim payments will bear simple interest at the rate of ten percent (10%) per year.

BTAS176FL

Claim and Suit Cooperation

In the event of a claim under this policy, the **Policyholder**, the **Insured Person** or the beneficiary, if applicable, must fully cooperate with **Us** in **Our** handling of the claim, including, but not limited to, the timely submission of all medical and other reports, and full cooperation with all physical examinations and autopsies that **We** may require. If **We** are sued in connection with a claim under this policy, then the **Policyholder**, the **Insured Person** or the beneficiary must fully cooperate with **Us** in the handling of such suit. The **Policyholder**, the **Insured Person** or the beneficiary must not, except at their own expense, voluntarily make any payment or assume any obligation in connection with any suit without **Our** prior written consent.

BTAS178

Entire Contract and Application

This policy, the **Policyholder's** application and the **Primary Insured Person's** application, if any, together with the endorsements attached to this policy, constitute the entire contract of insurance. If an application is completed by the **Policyholder** or **Primary Insured Person** in connection with this policy, then **We** will attach the application to the policy when the policy is issued.

BTAS182

Examination Under Oath

We have a right to examine under oath, as often as We may reasonably require, an **Insured Person**, the **Policyholder** or the beneficiary. We may also require the **Insured Person**, the **Policyholder** or the beneficiary to provide a signed description of the circumstances surrounding the **Loss** and their interest in the **Loss**. An **Insured Person**, the **Policyholder** and the beneficiary will also produce all records and documents requested by Us and will permit Us to make copies of such records or documents.

BTA5183

Governing Jurisdiction and Conformance With Statutes

This policy is governed by the laws of the jurisdiction in which it is delivered to the **Policyholder**. Any terms of this policy which are in conflict with the applicable statutes, laws or regulations of the jurisdiction in which this policy is delivered are amended to conform to such statutes, laws or regulations. Any terms of a certificate which are in conflict with the applicable statutes, laws or regulations of the jurisdiction in which the certificate is delivered are amended to conform to the statutes, laws or regulations of the jurisdiction.

BTA5184 (Ed. 7/06)

Inadvertent Error

The insurance provided under this policy will not be prejudiced by the failure on the part of the **Policyholder** to transmit reports, collect and remit premium or comply with any of the terms and conditions of this policy when such failure is due to an inadvertent error or clerical mistake, provided that such inadvertent error or clerical mistake is corrected promptly upon discovery.

An inadvertent error or clerical mistake by Us or by the **Policyholder** may be corrected upon discovery with notice by the **Policyholder** to Us or by Us to the **Policyholder**.

BTA5186

Informational and Advertising Material

The **Policyholder** and its representatives must gain **Our** prior written approval of all material used for advertising and solicitation relating to this policy, regardless of the medium in which such material appears. We will not be responsible for any increase in payment or any changes in insurance resulting from such materials that have not been approved by Us.

BTA5188

Legal Action Against Us

No legal action may be brought to recover on this policy until sixty (60) days after We have been given complete **Proof of Loss**. No such action may be brought after the expiration of the applicable statute of limitations. No such action may be brought unless there has been full compliance with all of the terms of this policy.

In no case will We be liable for benefits that are not payable under the terms of this policy or that exceed the applicable **Benefit Amounts** or limits of insurance of this policy.

BTA5190FL

Liberalization

If **We** adopt any changes:

- 1) within forty-five (45) days prior to the policy effective date shown in the Insuring Agreement; or
- 2) during the Policy Period,

which broaden this insurance without an additional premium charge, then the **Insured Person** will automatically receive the benefit of the broadened insurance.

BTA5192

Newly Acquired or Newly Formed Organizations

If the **Policyholder** acquires or forms another entity that becomes a **Subsidiary**, then at the **Policyholder's** request, **We** will enroll all eligible employees of such **Subsidiary** as soon as possible subject to the following requirements:

- 1) all eligible employees of such **Subsidiary** fit the **Class** Description shown in Section I of the Schedule of Benefits;
- 2) the **Subsidiary** is acquired or formed during the Policy Period;
- 3) the **Policyholder** reports the name of the **Subsidiary** within ninety (90) day(s) after its acquisition or formation together with such information that **We** at our sole discretion may require to determine the additional premium; and
- 4) the **Policyholder** pays the additional required premium.

Item three (3) above does not apply to a **Subsidiary** with less than 100 eligible employees unless the number of eligible employees for such **Subsidiary** exceeds ten percent (10%) of the insured group.

This insurance does not apply if the **Policyholder** advises **Us** in writing that it does not seek insurance under this policy for such newly acquired or formed **Subsidiary**.

BTA5194

Physical Examination and Autopsy

We have the right to have an **Insured Person** examined by a **Physician** approved by **Us**, as often as reasonably necessary while a claim is open. **We** may also have an autopsy done by a **Physician**, unless prohibited by law. Any examinations or autopsies that **We** require will be done at **Our** expense.

BTA5193

Premium Payment

The **Policyholder** will collect and remit to **Us** all premium due under this policy, subject to the grace period.

Premium is adjustable. The earned premium is calculated for each reporting period based on the applicable rates and exposures. The **Policyholder** must keep records of the information **We** need to calculate the premium and send **Us** copies of these records for each reporting period.

The earned premium will be computed on a pro-rata basis. Any unearned premium will be remitted to the **Policyholder** as soon as practicable.

BTA5196

Premium Provisions

The **Policyholder** will pay all required premium due under this policy, subject to the grace period. Annual Premiums and Deposit Premiums are due at the beginning of the Policy Period and each future Anniversary Date unless otherwise indicated on the Premium Summary.

If premiums are adjustable, then **We** will compute the earned premium for each audit reporting period based on the applicable rates and exposures. The **Policyholder** must keep records of the information **We** need to perform the adjustment and send **Us** copies at **Our** request.

If the policy is written subject to adjustment shown in the Premium Schedule, then the **Policyholder** must report to **Us** the complete information for the reporting period shown in the Premium Summary. The **Policyholder** must submit the reports within the specified number of days after the end of each Reporting Period.

At the earlier of the end of the Policy Period or the policy termination, earned premium will be determined based on the reported values or exposures. If the resulting earned premium is less than the Deposit Premium, if any, then **We** will return the excess to the **Policyholder**. If the resulting earned premium is greater than the Deposit Premium, if any, then **We** will bill the **Policyholder** for the additional premium. The **Policyholder** will pay **Us**, within thirty (30) days, any additional premium generated from the premium adjustment.
BTA5197

Premium Rate Change

We may change the premium rates for this policy as of any policy Anniversary Date. **We** will give the **Policyholder** at least forty-five (45) days prior written notice of such change.
BTA5198FL

Records and Audit

We may examine the **Policyholder's** books and records relating to this policy at any reasonable time during the policy term and up to three (3) years after expiration of this policy or until final adjustment and settlement of all claims under this policy, whichever is later.

The **Policyholder** must maintain information pertaining to **Insured Persons** including but not limited to each **Insured Person's Benefit Amount, Class, Salary**, enrollment form, if any, and beneficiary designations or assignments.
BTA5204

Statements by Policyholder or Insured Person and Incontestability

We will not use any statements, except fraudulent misstatements, made by the **Policyholder** or the **Insured Person** to void the insurance or reduce benefits payable under this policy, or to otherwise contest the validity of this policy, unless such statements are contained in a written document signed by the **Policyholder** or the **Insured Person**. If We rely on such statements for this purpose, then We will provide a copy of the written document to the **Policyholder**, the **Insured Person** or the **Insured Person's** designee or beneficiary, as appropriate.

We will consider all statements made by the **Policyholder** and the **Insured Person** to be representations and not warranties.

Except for nonpayment of premium, We will not use statements made by the **Policyholder** or the **Insured Person** regarding insurability to contest the validity of this policy when the statements are made more than two (2) years after this policy has been in force during the **Insured Person's** lifetime.

Nothing in this section will preclude Us from asserting at any time defenses based upon a claimant's ineligibility for insurance under this policy, or upon any other policy provision or condition.

BTA5206

Titles of Paragraphs

The titles of the various paragraphs of this policy and any endorsements attached to this policy are inserted solely for convenience of reference and do not limit or affect in any way the provisions to which they relate.

BTA5208

Workers' Compensation

The benefits payable under this policy are not in lieu of and do not affect any requirement for workers' compensation insurance.

BTA5210

CHUBB®

Endorsement

Beneficiary (Group Term Life)

Effective Date : 11/30/2017
Policy Number : 9906-63-97
Policyholder : STATE OF FLORIDA
Policy Period : 11/30/2017 to 11/30/2018
Name of Company : FEDERAL INSURANCE COMPANY
Issue Date : 11/17/2017

It is agreed that the Policy is amended as follows:

Section C Payment of the Beneficiary Provision in the General Provisions is deleted and replaced with the following:

The **Benefit Amount** for **Loss of Life** will be paid to the beneficiary designated by the **Insured Person**. This choice must be in writing and filed with the **Policyholder**. Any **Benefit Amount** payable due to the **Loss of Life** of a **Dependent Child** will be paid to the **Primary Insured Person**, absent any beneficiary designation by the **Dependent Child**. All other **Benefit Amounts** are paid to the **Insured Person**, unless otherwise directed by the **Insured Person**, or the **Insured Person's** designee.

If the **Insured Person** has not chosen a beneficiary under **Our Policy**, We will pay the **Loss of Life Benefit Amount** to the beneficiary named by the **Insured Person** on the Group Life Policy issued to the **Policyholder** and in effect on the date of the **Insured Person's Loss of Life**. If the **Insured Person** has not chosen a beneficiary under the Group Life Policy or is not insured under the Group Life Policy; or if the beneficiary is not alive when the **Insured Person** dies, We will pay to the first surviving party in the following order:

- a) the **Insured Person's** spouse;
- b) in equal shares to the **Insured Person's** surviving children;
- c) in equal shares to the **Insured Person's** surviving parents;
- d) in equal shares to the **Insured Person's** surviving brothers and sisters;
- e) the **Insured Person's** estate.

If the **Insured Person** has named multiple beneficiaries and one or more dies before the **Insured Person** has, their share of the payment will be redistributed proportionately among the surviving beneficiaries.

All other terms and conditions of the policy remain unchanged.



Authorized Representative

BT 1005



Federal Insurance Company

Business Travel Accident Insurance Application

Section I Policyholder Information

Name of Policyholder: STATE OF FLORIDA

Address 4050 ESPLANADE WAY, SUITE 360

City TALLAHASSEE **State** FL **Zip Code** 32399

Phone Number:

Contact Name:

Effective Date: 11/30/2017

Policy Number: 9906-63-97

INSURANCE REQUESTED

A) CLASS OF INSURED PERSONS

- 1 All Law Enforcement Officers; Investigators and Inspectors; Pilots; Reserve, volunteer, and Auxiliary Officers; Patrol Officers; Certified Correctional Officers; Security Officers; Bailiff; Process Servers; Trainers; Probation Officers; Members of a bomb disposal unit; and any Officer eligible under Chapter 943 of the Florida Statutes of the Policyholder.
- 2 All Florida Highway Patrol Auxiliary Officers of the Policyholder.
- 3 All Florida Firefighters of the Policyholder.
- 4 All Members of the active Military, organized Militia of the Policyholder.
- 5 All Pilots of the Department of Management Services.

B) PRINCIPAL SUM

- 1 \$*
- 2 \$*
- 3 \$*
- 4 \$*
- 5 \$*

*We will pay the amount specified under Florida Statutes 112.19 or 112.191, or as amended, as of the date of the Accident.

C) HAZARD

- 1 Business
- 2 Business
- 3 Business
- 4 Business
- 5 Business

D) ACCIDENTAL DEATH AND DISMEMBERMENT

Class

All

Accidental:

	Benefit Amounts (Percentage of Principal Sum)
Loss of Life	100%
Loss of Speech and Loss of Hearing	100%
Loss of Speech and one of Loss of Hand, Loss of Foot or Loss of Sight of One Eye	100%
Loss of Hearing and one of Loss of Hand, Loss of Foot or Loss of Sight of One Eye	100%
Loss of Hands(Both), Loss of Feet(Both), Loss of Sight or a combination of any two of Loss of Hand, Loss of Foot or Loss of Sight of One Eye	100%
Quadriplegia	100%
Paraplegia	75%

Hemiplegia	50%
Loss of Hand, Loss of Foot or Loss of Sight of one Eye (Any one of each)	50%
Loss of Speech or Loss of Hearing	50%
Uniplegia	25%
Loss of Thumb and Index Finger of the same Hand	25%

E) ADDITIONAL BENEFITS

CLASS	BENEFIT	BENEFIT AMOUNT
1	Burn	10% of Principal Sum Maximum Benefit Amount \$20,000
1	Child Care Expense	\$2,000 for each Dependent Child Alternate Benefit Amount \$1,000 Maximum Benefit Amount \$25,000
1	Cobra Premium Expense	5% of Principal Sum Maximum Benefit Amount \$50,000
1	Coma	1% of Principal Sum Maximum Benefit Amount 100% of Principal Sum
1	Education Expense	\$2,000 for each eligible Dependent Child Alternate Benefit Amount \$1,000 Maximum Benefit Amount \$25,000
1	Emergency Response Law	\$*
1	Funeral Expense	\$5,000
1	Occupational Condition	\$*
1	Occupational Hepatitis	25% of Principal Sum Maximum Benefit Amount \$50,000
1	Psychological Therapy	5% of Principal Sum Maximum Benefit Amount \$25,000
1	Reconstructive Surgery	5% of Principal Sum Maximum Benefit Amount \$25,000
1	Spouse Employment Training Expense	\$2,000
1	Unlawful And Intentional Act	\$*
2	Burn	10% of Principal Sum Maximum Benefit Amount \$20,000
2	Child Care Expense	\$2,000 for each Dependent Child Alternate Benefit Amount \$1,000 Maximum Benefit Amount \$25,000
2	Cobra Premium Expense	5% of Principal Sum Maximum Benefit Amount \$50,000
2	Coma	1% of Principal Sum Maximum Benefit Amount 100% of Principal Sum
2	Education Expense	\$2,000 for each eligible Dependent Child Alternate Benefit Amount \$1,000 Maximum Benefit Amount \$25,000
2	Emergency Response Law	\$*
2	Funeral Expense	\$5,000
2	Occupational Condition	\$*
2	Occupational Hepatitis	25% of Principal Sum Maximum Benefit Amount \$50,000
2	Psychological Therapy	5% of Principal Sum Maximum Benefit Amount \$25,000
2	Reconstructive Surgery	5% of Principal Sum Maximum Benefit Amount \$25,000
2	Spouse Employment Training Expense	\$2,000

2	Temporary Total Disability	Weekly Amount \$300 per week Maximum Benefit Period 104 week(s) Elimination Period 0 day(s)
2	Unlawful And Intentional Act	\$*
3	Arson And Unlawful And Intentional Act	\$*
3	Burn	10% of Principal Sum Maximum Benefit Amount \$20,000
3	Child Care Expense	\$2,000 for each Dependent Child Alternate Benefit Amount \$1,000 Maximum Benefit Amount \$25,000
3	Cobra Premium Expense	5% of Principal Sum Maximum Benefit Amount \$50,000
3	Coma	1% of Principal Sum Maximum Benefit Amount 100% of Principal Sum
3	Education Expense	\$2,000 for each eligible Dependent Child Alternate Benefit Amount \$1,000 Maximum Benefit Amount \$25,000
3	Emergency Response	\$*
3	Funeral Expense	\$5,000
3	Occupational Condition	\$*
3	Occupational Hepatitis	25% of Principal Sum Maximum Benefit Amount \$50,000
3	Psychological Therapy	5% of Principal Sum Maximum Benefit Amount \$25,000
3	Reconstructive Surgery	5% of Principal Sum Maximum Benefit Amount \$25,000
3	Spouse Employment Training Expense	\$2,000
4	Burn	10% of Principal Sum Maximum Benefit Amount \$20,000
4	Child Care Expense	\$2,000 for each Dependent Child Alternate Benefit Amount \$1,000 Maximum Benefit Amount \$25,000
4	Cobra Premium Expense	5% of Principal Sum Maximum Benefit Amount \$50,000
4	Coma	1% of Principal Sum Maximum Benefit Amount 100% of Principal Sum
4	Education Expense	\$2,000 for each eligible Dependent Child Alternate Benefit Amount \$1,000 Maximum Benefit Amount \$25,000
4	Emergency Response Law	\$*
4	Funeral Expense	\$5,000
4	Occupational Condition	\$*
4	Occupational Hepatitis	25% of Principal Sum Maximum Benefit Amount \$50,000
4	Psychological Therapy	5% of Principal Sum Maximum Benefit Amount \$25,000
4	Reconstructive Surgery	5% of Principal Sum Maximum Benefit Amount \$25,000
4	Spouse Employment Training Expense	\$2,000
4	Unlawful And Intentional Act	\$*
5	Burn	10% of Principal Sum Maximum Benefit Amount \$20,000

5	Child Care Expense	\$2,000 for each Dependent Child Alternate Benefit Amount \$1,000 Maximum Benefit Amount \$25,000
5	Cobra Premium Expense	5% of Principal Sum Maximum Benefit Amount \$50,000
5	Coma	1% of Principal Sum Maximum Benefit Amount 100% of Principal Sum
5	Education Expense	\$2,000 for each eligible Dependent Child Alternate Benefit Amount \$1,000 Maximum Benefit Amount \$25,000
5	Funeral Expense	\$5,000
5	Occupational Condition	\$*
5	Occupational Hepatitis	25% of Principal Sum Maximum Benefit Amount \$50,000
5	Psychological Therapy	5% of Principal Sum Maximum Benefit Amount \$25,000
5	Reconstructive Surgery	5% of Principal Sum Maximum Benefit Amount \$25,000
5	Spouse Employment Training Expense	\$2,000

Aggregate Limit of Insurance

The Aggregate Limit of Insurance applies:
 \$10,000,000 per **Accident**

Premium

Amount Due \$102,654

Due Date 11/30/2017

*We will pay the amount specified under Florida Statutes 112.19 or 112.191, or as amended, as of the date of the Accident.

Employee Retirement Income Security Act

Is this plan subject to Employee Retirement Income Security Act (ERISA) regulations? (Y/N) _____

Policy Acceptance

The undersigned declares that all information provided in this application and any attachments hereto is true and correct. The undersigned understands that all information provided in this application and any attachments hereto is material to the insurer's decision to provide this insurance, and that insurance will be provided, at the insurer's sole discretion, in reliance upon the truth of such information. It is hereby agreed and understood this insurance is provided by the **Company** in consideration of payment of the required premium. The insurance under the policy begins on the Effective Date shown in the Insuring Agreement of the policy. The acceptance of the policy terminates any prior policy of the same policy number, effective with the inception of the policy.

Fraud Warning

Any person who, knowingly and with intent to defraud any insurance company or other person, files an application for insurance containing any false information, or conceals for the purpose of misleading, information concerning any material fact thereto, commits a fraudulent insurance act, which is a crime.

Name of Policyholder: _____

_____ Date

_____ Signature

_____ Title



Company Authorized Representative

CHUBB

**Business Travel Accident
INSURANCE PROGRAM
Issued by
FEDERAL INSURANCE COMPANY
FOR
STATE OF FLORIDA**

SOME COVERAGES IN THE POLICY ARE EXCESS INSURANCE
4005FL

Chubb Underwriting Office: FEDERAL INSURANCE COMPANY
202B Hall's Mill Road
P.O. Box 1650
Whitehouse Station, New Jersey 08889-1650

*Words and phrases that appear in **bold** print have special meaning and are defined in the Definitions section(s) of this policy. Defined terms include the plural.*

*Throughout this policy the words "**We**", "**Us**" and "**Our**" refer to the **Company** providing this insurance.*

Please Read This Policy Carefully

BTA5000

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BTA5001

Insuring Agreement

Section I

Chubb
202B Hall's Mill Road, P.O. Box 1650
Whitehouse Station, New Jersey 08889-1650

Policyholder's Name and Address:

STATE OF FLORIDA
4050 ESPLANADE WAY, SUITE 360
TALLAHASSEE, FL 32399
Policy Number: 9906-63-97 Effective
Date: 11/30/2017 Anniversary Date:
November 30

*Issued by the stock insurance company
indicated below:*

FEDERAL INSURANCE COMPANY
*Incorporated under the laws of
INDIANA*

BTA5002

Section II Policy Period and Company

Policy Period

From: 11/30/2017 To: 11/30/2018
12:01 A.M. standard time at the **Policyholder's** address shown in Section I of the Insuring Agreement.

This insurance is provided by the **Company** in consideration of payment of the required premium.

The insurance under this policy begins on the Effective Date shown in Section I of the Insuring Agreement. The insurance under this policy ends on the last day of the Policy Period shown in Section II of the Insuring Agreement.

The **Policyholder's** acceptance of this policy terminates any prior policy of the same policy number, effective with the inception of this policy.

Company

The **Company** issuing this policy has caused this policy to be signed by its authorized officers, but this policy shall not be valid unless also signed by a duly authorized representative of the **Company**.

FEDERAL INSURANCE COMPANY (Incorporated under the laws of INDIANA)



President



Secretary



Authorized Representative

BTA5004FL

Premium Summary

Section I - Premium Due Date

11/30/2015

Section II - Premium Payment

The **Policyholder** shown in Section I of the Insuring Agreement is responsible for the collection and remittance of all required premiums. Premiums are calculated and payable as follows:

Business Travel Accident

Amount Due:

\$102,654*

*Militia days will be audited at the end of the policy term at a rate of \$1.65 per day

Any premiums shown as subject to adjustment will be adjusted as stated in the Premium Provisions under Section VIII - General Provisions of the Contract.

BTA5006

Schedule of Benefits

*Chubb Group of Insurance Companies
202B Hall's Mill Road, P.O. Box 1650
Whitehouse Station, New Jersey 08889-1650*

Policyholder's Name:
STATE OF FLORIDA

*Issued by the stock insurance company
indicated below:*

FEDERAL INSURANCE COMPANY
*Incorporated under the laws of
INDIANA*

BTA6000

Section I - Insured Persons

The following are the **Insured Persons** under this policy:

Class	Description
1	All Law Enforcement Officers; Investigators and Inspectors; Pilots; Reserve, volunteer, and Auxiliary Officers; Patrol Officers; Certified Correctional Officers; Security Officers; Bailiff; Process Servers; Trainers; Probation Officers; Members of a bomb disposal unit; and any Officer eligible under Chapter 943 of the Florida Statutes of the Policyholder.
2	All Florida Highway Patrol Auxiliary Officers of the Policyholder.
3	All Florida Firefighters of the Policyholder.
4	All Members of the active Military, organized Militia of the Policyholder.
5	All Pilots of the Department of Management Services.

BTA6002

If, subject to all the terms and conditions of this policy a person is eligible for insurance under multiple **Classes of Insured Persons** described above, then such person will only be insured under the **Class** which provides the **Insured Person** the largest **Benefit Amount** for the loss that has occurred.

BTA6004

Section II - Qualification Period

For **Insured Persons** in an eligible **Class** on the Effective Date: none

For **Insured Persons** entering an eligible **Class** after the Effective Date: none

BTA6008

Section III - Hazards

The following are the **Hazards** for which insurance applies:

Class	Hazard(s)
1	Business Hazard
2	Business Hazard
3	Business Hazard
4	Business Hazard
5	Business Hazard

If, subject to all the terms and conditions of this policy an **Insured Person** has insurance for covered loss on the date of an **Accident**, covered under multiple **Hazards** described above, then only one **Benefit Amount** will be paid. This **Benefit Amount** shall be the largest **Benefit Amount** applicable under all such **Hazards**.

BTA6010 (Ed. 7/06)

Section IV - Benefits

A) Principal Sum

The following are **Principal Sums** for each **Class**:

Class	Hazard	Principal Sum
1	Business Hazard	\$*
2	Business Hazard	\$*
3	Business Hazard	\$*
4	Business Hazard	\$*
5	Business Hazard	\$*

*We will pay the amount specified under Florida Statutes 112.19 (2)(a), or as amended (for law enforcement officers, correctional officers or correctional probation officers) or as specified under Florida Statute 112.191(2) (a), or as amended (for firefighters), as of the date of the **Accident**.

BTA6012FM (Ed. 10/2010)

B) Accidental Death and Dismemberment Benefits:

This benefit applies to all **Classes** of **Insured Persons**. The following are **Losses** insured and the corresponding **Benefit Amount** expressed as a percentage of the **Principal Sum**:

Class(es)

All

Accidental:	Benefit Amounts (Percentage of Principal Sum)
Loss of Life	100%
Loss of Speech and Loss of Hearing	100%
Loss of Speech and one of Loss of Hand, Loss of Foot or Loss of Sight of One Eye	100%
Loss of Hearing and one of Loss of Hand, Loss of Foot or Loss of Sight of One Eye	100%
Loss of Hands (Both), Loss of Feet (Both), Loss of Sight or a combination of any two of Loss of Hand, Loss of Foot or Loss of Sight of One Eye	100%
Quadriplegia	100%
Paraplegia	75%
Hemiplegia	50%
Loss of Hand, Loss of Foot or Loss of Sight of One Eye (Any one of each)	50%
Loss of Speech or Loss of Hearing	50%
Uniplegia	25%
Loss of Thumb and Index Finger of the same hand	25%

This **Benefit Amount** is subject to Section IV - Maximum Payment for Multiple Losses and Multiple Benefits, of the Contract.
BTA6016

If an **Insured Person** has multiple **Losses** as the result of one **Accident**, then **We** will pay only the single largest **Benefit Amount** applicable to the **Losses** suffered, as described in Section IV - Maximum Payment For Multiple Losses and Multiple Benefits of the Contract.

BTA6018

C) Additional Benefits

The following are **Benefit Amounts** for all other benefits provided under this policy:

Arson and Unlawful and Intentional Act (Firefighters)

Class 3

Loss of Life Benefit Amount \$*

This **Arson and Unlawful and Intentional Act (Firefighters)** benefit is not subject to Section IV-Maximum Payment for Multiple Losses and Multiple Benefits, of the Contract.

* **We** will pay the amount specified under Florida Statute 112.191 (2)(c), or as amended, as of the date of the **Accident**.

BTA6097 (Ed. 10/2010)

Burn

Class 1

Maximum Benefit Amount 10% of the **Principal Sum** up to a maximum of \$20,000

Class 2

Maximum Benefit Amount 10% of the **Principal Sum** up to a maximum of \$20,000

Class 3

Maximum Benefit Amount 10% of the **Principal Sum** up to a maximum of \$20,000

Class 4

Maximum Benefit Amount 10% of the **Principal Sum** up to a maximum of \$20,000

Class 5

Maximum Benefit Amount 10% of the **Principal Sum** up to a maximum of \$20,000

This **Benefit Amount** is not subject to Section IV - Maximum Payment for Multiple Losses and Multiple Benefits, of the Contract.

BTA6022

Child Care Expense

Class 1

Benefit Amount \$2,000 annually for each **Dependent Child**

Alternate Benefit Amount \$1,000

Maximum Benefit Amount \$25,000

Class 2

Benefit Amount \$2,000 annually for each **Dependent Child**

Alternate Benefit Amount \$1,000

Maximum Benefit Amount \$25,000

Class 3

Benefit Amount \$2,000 annually for each **Dependent Child**

Alternate Benefit Amount \$1,000

Maximum Benefit Amount \$25,000

Class 4

Benefit Amount \$2,000 annually for each **Dependent Child**

Alternate Benefit Amount \$1,000

Maximum Benefit Amount \$25,000

Class 5

Benefit Amount \$2,000 annually for each **Dependent Child**

Alternate Benefit Amount \$1,000

Maximum Benefit Amount \$25,000

This **Benefit Amount** is not subject to Section IV - Maximum Payment for Multiple Losses and Multiple Benefits, of the Contract.

BTA6028

COBRA Premium Expense

Class 1

Benefit Amount 5% per year of the **Principal Sum** subject to an Annual Maximum Amount of \$50,000

Class 2

Benefit Amount 5% per year of the **Principal Sum** subject to an Annual Maximum Amount of \$50,000

Class 3

Benefit Amount 5% per year of the **Principal Sum** subject to an Annual Maximum Amount of \$50,000

Class 4

Benefit Amount 5% per year of the **Principal Sum** subject to an Annual Maximum Amount of \$50,000

Class 5

Benefit Amount 5% per year of the **Principal Sum** subject to an Annual Maximum Amount of \$50,000

This **Benefit Amount** is not subject to Section IV - Maximum Payment for Multiple Losses and Multiple Benefits, of the Contract.

BTA6030

Coma

Class 1

Benefit Amount 1% per month of the **Principal Sum**
Maximum Benefit Amount 100% of the **Principal Sum**

Class 2

Benefit Amount 1% per month of the **Principal Sum**
Maximum Benefit Amount 100% of the **Principal Sum**

Class 3

Benefit Amount 1% per month of the **Principal Sum**
Maximum Benefit Amount 100% of the **Principal Sum**

Class 4

Benefit Amount 1% per month of the **Principal Sum**
Maximum Benefit Amount 100% of the **Principal Sum**

Class 5

Benefit Amount 1% per month of the **Principal Sum**
Maximum Benefit Amount 100% of the **Principal Sum**

This **Benefit Amount** is subject to Section IV - Maximum Payment for Multiple Losses and Multiple Benefits, of the Contract.

BTA6032

Education Expense

Class 1

Benefit Amount \$2,000 annually for each eligible **Dependent Child**
Alternate Benefit Amount \$1,000
Maximum Benefit Amount \$25,000

Class 2

Benefit Amount \$2,000 annually for each eligible **Dependent Child**
Alternate Benefit Amount \$1,000
Maximum Benefit Amount \$25,000

Class 3

Benefit Amount \$2,000 annually for each eligible **Dependent Child**
Alternate Benefit Amount \$1,000
Maximum Benefit Amount \$25,000

Class 4

Benefit Amount \$2,000 annually for each eligible **Dependent Child**
Alternate Benefit Amount \$1,000
Maximum Benefit Amount \$25,000

Class 5

Benefit Amount \$2,000 annually for each eligible **Dependent Child**
Alternate Benefit Amount \$1,000
Maximum Benefit Amount \$25,000

This **Benefit Amount** is not subject to Section IV - Maximum Payment for Multiple Losses and Multiple Benefits, of the Contract.

BTA6036

Emergency Response (Firefighters)

Class 3

Loss of Life Benefit Amount \$*

This Emergency Response benefit is not subject to Section IV-Maximum Payment for Multiple Losses and Multiple Benefits, of the Contract.

* We will pay the amount specified under Florida Statute 112.191 (2)(b), or as amended, as of the date of the **Accident**.

BTA6095 (Ed. 10/2010)

Emergency Response (Law Enforcement Officer, Correctional Officer and Correctional Probation Officer)

Class 1

Loss of Life Benefit Amount \$*

Class 2

Loss of Life Benefit Amount \$*

Class 4

Loss of Life Benefit Amount \$*

This Emergency Response (Law Enforcement Officer, Correctional Officer and Correctional Probation Officer) benefit is not subject to Section IV-Maximum Payment for Multiple Losses and Multiple Benefits, of the Contract.

*We will pay the amount specified under Florida Statute 112.19 (2)(b), or as amended, as of the date of the Accident.

BTA6096 (Ed. 10/2010)

Funeral Expense

Class 1

Benefit Amount \$5,000

Class 2

Benefit Amount \$5,000

Class 3

Benefit Amount \$5,000

Class 4

Benefit Amount \$5,000

Class 5

Benefit Amount \$5,000

This **Benefit Amount** is not subject to Section IV-Maximum Payment for Multiple Losses and Multiple Benefits, of the Contract.

BTA6099

Occupational Condition

Class 1

Benefit Amount \$*

Class 2

Benefit Amount \$*

Class 3

Benefit Amount \$*

Class 4

Benefit Amount \$*

Class 5

Benefit Amount \$*

This **Benefit Amount** is subject to Section IV - Maximum Payment for Multiple Losses and Multiple Benefits, of the Contract.

*We will pay the amount specified under Florida Statute 112.19 (2)(a), or as amended (for law enforcement officers, correctional officers or correctional probation officers) or as specified under Florida Statute 112.191(2) (a), or as amended (for firefighters), as of the date of the **Accident**.

BTA6100 (Ed. 10/2010)

Occupational Hepatitis

Class 1

Benefit Amount 25% of the **Primary Insured Person's Principal Sum** up to a maximum amount of \$50,000

Class 2

Benefit Amount 25% of the **Primary Insured Person's Principal Sum** up to a maximum amount of \$50,000

Class 3

Benefit Amount 25% of the **Primary Insured Person's Principal Sum** up to a maximum amount of \$50,000

Class 4

Benefit Amount 25% of the **Primary Insured Person's Principal Sum** up to a maximum amount of \$50,000

Class 5

Benefit Amount 25% of the **Primary Insured Person's Principal Sum** up to a maximum amount of \$50,000

This **Benefit Amount** is subject to Section IV-Maximum Payment for Multiple Losses and Multiple Benefits, of the Contract.

BTA6059

Psychological Therapy

Class 1

Benefit Amount 5% of the **Principal Sum** up to a maximum of \$25,000

Class 2

Benefit Amount 5% of the **Principal Sum** up to a maximum of \$25,000

Class 3

Benefit Amount 5% of the **Principal Sum** up to a maximum of \$25,000

Class 4

Benefit Amount 5% of the **Principal Sum** up to a maximum of \$25,000

Class 5

Benefit Amount 5% of the **Principal Sum** up to a maximum of \$25,000

This **Benefit Amount** is not subject to Section IV - Maximum Payment for Multiple Losses and Multiple Benefits, of the Contract.

BTA6072

Reconstructive Surgery

Class 1

Benefit Amount 5% of the **Principal Sum** up to a maximum of \$25,000

Class 2

Benefit Amount 5% of the **Principal Sum** up to a maximum of \$25,000

Class 3

Benefit Amount 5% of the **Principal Sum** up to a maximum of \$25,000

Class 4

Benefit Amount 5% of the **Principal Sum** up to a maximum of \$25,000

Class 5

Benefit Amount 5% of the **Principal Sum** up to a maximum of \$25,000

This **Benefit Amount** is not subject to Section IV - Maximum Payment for Multiple Losses and Multiple Benefits, of the Contract.

BTA6076

Spouse Employment Training Expense

Class 1

Benefit Amount \$2,000

Class 2

Benefit Amount \$2,000

Class 3

Benefit Amount \$2,000

Class 4

Benefit Amount \$2,000

Class 5

Benefit Amount \$2,000

This **Benefit Amount** is not subject to Section IV - Maximum Payment for Multiple Losses and Multiple Benefits, of the Contract.

BTA6082

Temporary Total Disability

Class 2

Benefit Amount \$300 per week

Maximum Benefit Period 104 weeks

Elimination Period 0 days

This **Benefit Amount** is not subject to Section IV - Maximum Payment for Multiple Losses and Multiple Benefits, of the Contract.

BTA6084

Unlawful and Intentional Act

Class 1

Loss of Life Benefit Amount \$*

Class 2

Loss of Life Benefit Amount \$*

Class 4

Loss of Life Benefit Amount \$*

This **Unlawful and Intentional Act** benefit is not subject to Section IV-Maximum Payment for Multiple Losses and Multiple Benefits, of the Contract.

* We will pay the amount specified under Florida Statute 112.19 (2)(c), or as amended, as of the date of the **Accident**.

BTA6098 (Ed. 10/2010)

Section V - Aggregate Limit of Insurance

\$10,000,000 per **Accident**

If more than one (1) **Insured Person** suffers a **Loss** in the same **Accident**, then **We** will not pay more than the Aggregate Limit of Insurance shown above. If an **Accident** results in **Benefit Amounts** becoming

payable, which when totaled, exceed the applicable Aggregate Limit of Insurance shown above, then the Aggregate Limit of Insurance will be divided proportionally among the **Insured Persons**, based on each applicable **Benefit Amount**.

BTA6088

Insurance only applies for the **Classes, Hazards, Benefits and Losses** that are specifically indicated as insured.

BTA6090

Hazards

Business Hazard

Business Hazard means all circumstances, subject to the terms and conditions of this policy, arising from and occurring during the course and scope of the **Primary Insured Person's** employment by the **Policyholder**. **Business Hazard** does not include **Commutation**.
BTA5505

Contract

Section I - Insurance

Subject to all the terms and conditions of this policy and the payment of required premium, We will provide the following insurance:

Accidental Death and Dismemberment

We will pay the applicable **Benefit Amount**, shown in Section IV-B of the Schedule of Benefits, if an **Accident** results in a covered **Loss** not otherwise excluded. The **Accident** must result from an insured **Hazard** and occur while an **Insured Person** is insured under this policy, while it is in force. The covered **Loss** must occur within one (1) year after the **Accident**.

BTA5010

Arson and Unlawful and Intentional Act (Firefighters)

We will pay the **Loss of Life Benefit Amount** for **Arson** and **Unlawful and Intentional Act** (Firefighters) shown in Section IV-C of the Schedule of Benefits, if a **Primary Insured Person** who is employed by the **Policyholder** as a firefighter, suffers an **Accidental Loss of Life** as a result of an:

- 1) act of **Arson**; or
- 2) **Unlawful and Intentional Act**.

The **Benefit Amount** for **Arson** and **Unlawful and Intentional Act** (Firefighters) is payable in addition to any other applicable **Benefit Amounts** under this policy.

Limitation on Arson and Unlawful and Intentional Act (Firefighters)

Insurance under this **Arson** and **Unlawful and Intentional Act** benefit does not apply to a **Primary Insured Person** if that **Primary Insured Person** commits the **Arson** or **Unlawful and Intentional Act**.

BTA5215 (Ed 10/2010)

Burn Benefit

We will pay up to the **Maximum Benefit Amount** for **Burns**, shown in Section IV - C of the Schedule of Benefits, if an **Accidental Bodily Injury** causes an **Insured Person** to be **Burned**. The **Benefit Amount** for **Burn** is determined by multiplying the percentage of the body surface actually **Burned** by the **Maximum Benefit Amount** for **Burn**. The attending **Physician** will determine the percentage applicable to each **Burn**.

The **Maximum Benefit Amount** for **Burn** is payable in addition to any other applicable **Benefit Amounts** under this policy.

BTA5014

Child Care Expense

We will reimburse **Child Care Expenses** up to the **Benefit Amount** for **Child Care Expense**, shown in Section IV-C of the Schedule of Benefits, if **Accidental Bodily Injury** causes a **Primary Insured Person's** covered **Loss of Life**. The **Benefit Amount** for **Child Care Expense** is payable in addition to any other applicable **Benefit Amounts** payable under this policy.

This insurance applies only if the **Primary Insured Person** has a **Dependent Child** under the age of thirteen (13) years for whom **Child Care Expenses** are incurred within 365 days of a **Primary Insured Person's** covered **Loss of Life**.

We will reimburse **Child Care Expenses** for each eligible **Dependent Child**. However, **Our** total payment will not exceed the **Maximum Benefit Amount** for **Child Care Expense** shown in Section IV-C of the Schedule of Benefits, regardless of the number of **Dependent Children** for whom payment is made.

If, on the date of a **Primary Insured Person's** covered **Loss of Life**, a **Primary Insured Person** has insurance under this policy for a **Dependent Child**, but does not have any **Dependent Child** eligible for **Child Care Expense** payments, then **We** will pay the Alternate **Benefit Amount**, shown in Section IV-C of the Schedule of Benefits. If **We** pay this Alternate **Benefit Amount**, then **We** will not make any further payments for **Child Care Expense**.

Child Care Expenses shall be paid to the natural person who incurs such expenses for the **Dependent Child**. The Alternate **Benefit Amount** in lieu of **Child Care Expense** reimbursement shall be paid as stated in the Beneficiary provision of Section VIII- General Provisions of the Contract.

BTA5020

COBRA Premium Expense

We will reimburse **COBRA Premium Expense** up to the **Benefit Amount** for **COBRA Premium Expense**, shown in Section IV-C of the Schedule of Benefits, if **Accidental Bodily Injury** causes a **Primary Insured Person's** covered **Loss of Life**. The **Benefit Amount** for **COBRA Premium Expense** is payable in addition to any other applicable **Benefit Amounts** payable under this policy.

This insurance applies only if the **Primary Insured Person** has a **Spouse** or **Dependent Child**:

- 1) who is eligible under **COBRA** to continue group medical or group dental insurance under a group medical or group dental plan provided through the **Policyholder** within the time period prescribed by **COBRA**; and
- 2) who elects to continue group medical or group dental insurance under a group medical or group dental plan provided through the **Policyholder** within the time period prescribed by **COBRA**.

We will reimburse **COBRA Premium Expense** to the natural person who incurs the expense. **We** will reimburse the cost of **COBRA Premium Expense** on an annual basis until the earliest of:

- 1) the date the **Policyholder** ceases to provide a group medical or group dental plan;
- 2) the date the surviving **Spouse** or **Dependent Child**:
 - a) terminates **COBRA** elections;
 - b) becomes covered under any other medical or dental plan without an applicable pre-existing condition exclusion;
 - c) becomes eligible for Medicare; or
 - d) fails to make timely payment for **COBRA Premium Expense**;
- 3) the date **Our** total payments in any consecutive twelve (12) month period for **COBRA Premium Expense** equal the Annual Maximum Amount for **COBRA Premium Expense** shown in Section IV-C of the Schedule of Benefits; or
- 4) thirty-six (36) months from the date of the **Primary Insured Person's** covered **Loss of Life**.

BTA5022

Coma

We will pay the **Benefit Amount** for **Coma**, shown in Section IV-C of the Schedule of Benefits, if **Accidental Bodily Injury** causes an **Insured Person** to:

- 1) lapse into a **Coma** within thirty (30) days after the **Accident**;
- 2) remain in a **Coma** for thirty (30) consecutive days; and
- 3) be confined to a **Hospital** or other licensed facility to receive **Medically Necessary** treatment for **Coma**, prescribed and supervised by a **Physician**, within the first thirty (30) days following the **Accident**.

The **Benefit Amount** for **Coma** will be the percentage of the **Insured Person's Principal Sum**, shown in Section IV-C of the Schedule of Benefits. The **Benefit Amount** for **Coma** is payable monthly subject to the Maximum **Benefit Amount** for **Coma** shown in Section IV-C of the Schedule of Benefits.

Brief lapses from **Coma** will not be considered an interruption of the consecutive thirty (30) day period, or cause a discontinuance in **Our** payment, if the lapses and subsequent **Coma** recurrences are due to the same **Accident**.

The **Coma** monthly payment will be made until the earliest of the date:

- 1) the **Insured Person** dies;
- 2) the **Insured Person** is no longer in a **Coma**; or
- 3) total payments equal the Maximum **Benefit Amount** for **Coma**, shown in Section IV-C of the Schedule of Benefits.

If an **Insured Person** dies within 365 days after the **Accident**, then We will pay a lump sum equal to the **Insured Person's Principal Sum**, less any **Benefit Amount** for **Coma** already paid.

BTA5024

Education Expense

We will reimburse **Education Expense** up to the **Benefit Amount** for **Education Expense**, shown in Section IV-C of the Schedule of Benefits, if **Accidental Bodily Injury** causes a **Primary Insured Person's** covered **Loss of Life**. The **Benefit Amount** for **Education Expense** is payable in addition to any other applicable **Benefit Amounts** under this policy.

This insurance applies only if the **Primary Insured Person** has a **Dependent Child** at the time of a covered **Loss of Life** who:

- 1) is enrolled as a full-time student at an **Institution of Higher Learning** on the date of the **Primary Insured Person's** covered **Loss of Life**; or
- 2) subsequently enrolls as a full-time student at an **Institution of Higher Learning** within three hundred sixty-five (365) days following the date of the **Primary Insured Person's** covered **Loss of Life**; and
- 3) incurs **Education Expense**.

We will make **Education Expense** payments for each eligible **Dependent Child**. However, **Our** total annual payment for each **Dependent Child** will not exceed the annual **Benefit Amount** for **Education Expense**, shown in Section IV-C of the Schedule of Benefits. Our **Education Expense** payment is limited to four (4) consecutive years for each **Dependent Child**. In no event will **Our** total payment exceed the **Maximum Benefit Amount** shown in Section IV - C of the Schedule of Benefits.

If, on the date of a **Primary Insured Person's** covered **Loss of Life**, a **Primary Insured Person** has insurance under this policy for a **Dependent Child**, but does not have any **Dependent Child** eligible for **Education Expense** payments, then We will pay the Alternate **Benefit Amount** shown in Section IV-C of

the Schedule of Benefits. If **We** pay this Alternate **Benefit Amount**, then **We** will not make any further payments for **Education Expense**.

The **Benefit Amount** for **Education Expense** shall be paid to the natural person who incurs the expense. The Alternate **Benefit Amount** in lieu of **Education Expense** reimbursement shall be paid as stated in the Beneficiary provision under Section VIII- General Provisions of the Contract.

BTA5028

Emergency Response (Firefighters)

We will pay the **Loss of Life Benefit Amount for Emergency Response** (Firefighters), shown in Section IV-C of the Schedule of Benefits, if a **Primary Insured Person** who is employed by the **Policyholder** as a firefighter, suffers an **Accidental Loss of Life** as a result of the **Primary Insured Person's** response to an emergency involving the protection of life or property.

The **Benefit Amount** for Emergency Response (Firefighters) is payable in addition to any other applicable **Benefit Amounts** under this policy.

BTA5213 (Ed. 10/2010)

Emergency Response (Law Enforcement Officer, Correctional Officer and Correctional Probation Officer)

We will pay the **Loss of Life Benefit Amount** for Emergency Response (Law Enforcement Officer, Correctional Officer and Correctional Probation Officer), shown in Section IV-C of the Schedule of Benefits, if a **Primary Insured Person** who is employed by the **Policyholder** as a law enforcement officer, correctional officer or correctional probation officer, suffers an **Accidental Loss of Life** as a result of:

- 1) the **Primary Insured Person** responding to a **Fresh Pursuit**;
- 2) the **Primary Insured Person** responding to an emergency;
- 3) the **Primary Insured Person** responding to the scene of a traffic accident; or
- 4) the **Primary Insured Person** enforcing a traffic or law ordinance.

The **Benefit Amount** for Emergency Response (Law Enforcement Officer, Correctional Officer and Correctional Probation Officer) is payable in addition to any other applicable **Benefit Amounts** under this policy.

BTA5214 (Ed. 10/2010)

Funeral Expense

We will pay up to the **Benefit Amount** for funeral expense, shown in Section IV-C of the Schedule of Benefits, if a **Primary Insured Person** who is employed by the **Policyholder** as a law enforcement officer, correctional officer or correctional probation officer, suffers an **Accidental Loss of Life** while in the line of duty as the result of an act of violence inflicted directly upon the **Primary Insured Person** by another person. The **Benefit Amount** for funeral expense is payable in addition to any other applicable **Benefit Amounts** under this policy.

BTA5217FM

Occupational Condition

We will pay the **Benefit Amount** shown in Section IV-C of the Schedule of Benefits if:

- 1) a **Primary Insured Person** who is employed by the **Policyholder** as a firefighter, law enforcement officer, correctional officer or correctional probation officer dies due to tuberculosis, heart disease, or hypertension. The tuberculosis, heart disease, or hypertension shall be presumed to be **Accidental** and suffered in the line of duty unless the contrary is shown by competent evidence. However, if a **Primary Insured Person** who is a firefighter, law enforcement officer, correctional officer or correctional probation officer successfully passed a physical examination upon entering into service, and that examination failed to reveal evidence of any such condition, such **Primary Insured Person** shall be presumed to have contracted the condition in the line of duty; or
- 2) a **Primary Insured Person** who is employed by the **Policyholder** as a firefighter, law enforcement officer, correctional officer or correctional probation officer, emergency medical technician or paramedic suffers impairment of health that is caused by exposure to a toxic substance that requires medical treatment and that results in death. The exposure to a toxic substance shall be presumed to be **Accidental** and suffered in the line of duty if there is a preponderance of evidence establishing that exposure to the specific substance involved, at the levels to which the **Primary Insured Person** was exposed, can the injury or diseases sustained. To be entitled to this benefit, the definitions and requirements of Florida statute 112.1815, as amended, must be met; or
- 3) a **Primary Insured Person** who is employed by the **Policyholder** as a firefighter, law enforcement officer, correctional officer or correctional probation officer, emergency medical technician or paramedic suffers complications from a smallpox vaccination that requires medical treatment and that results in death. To be entitled to this benefit, the definitions and requirements of Florida statute 112.1815, as amended, must be met

With respect to this Occupational Condition benefit only, the Disease or Illness Exclusion in Section VI - General Exclusions of the Contract does not apply.
BTA5218 (Ed. 1/2010)

Occupational Hepatitis

We will pay the **Primary Insured Person** the **Benefit Amount** for Occupational Hepatitis, shown in Section IV-C of the Schedule of Benefits, if **Occupational Injury** causes the **Primary Insured Person** to be **Hepatitis-seropositive** no sooner than 72 hours but no later than 180 days after the date of such **Occupational Injury**.

The **Primary Insured Person** must:

- 1) report any **Occupational Injury** in writing to the **Policyholder** and employer, if different from the **Policyholder**. The report must be made within 72 hours after the **Occupational Injury**. A copy of the workers' compensation report must be submitted to Us within thirty (30) days after the **Occupational Injury** giving rise to the claim.
- 2) submit to hepatitis testing at a laboratory or similar facility licensed to perform such testing within 72 hours after the **Occupational Injury**. If the test results indicate the **Primary Insured Person** to be **Hepatitis-seropositive**, then the hepatitis virus will be deemed to have been present before the **Occupational Injury** and insurance under this policy does not apply.

If the test results indicate the **Primary Insured Person** to be **Hepatitis-seronegative**, then the hepatitis virus was not present before the **Occupational Injury** and the **Primary Insured Person** must resubmit to hepatitis testing no sooner than 150 nor more than 180 days after the **Occupational Injury** at a laboratory or similar facility licensed to perform such testing. If the retesting indicates the **Primary Insured Person** to be **Hepatitis-seropositive**, then insurance under this policy applies. If the retesting indicates the **Primary Insured Person** to be **Hepatitis-seronegative**, then insurance under this policy does not apply.

We will not pay for any expenses incurred for testing, unless required by law.

Failure to comply with the above reporting and testing procedures will invalidate this insurance.

Limitations on Occupational Hepatitis

The **Benefit Amount** for Occupational Hepatitis insurance does not apply to loss caused by or resulting from, directly or indirectly, any of the following:

A **Primary Insured Person's Hepatitis-seropositivity** that is:

- 1) first diagnosed prior to the date such **Primary Insured Person** became insured under this policy;
- 2) directly related to any signs or symptoms of hepatitis infection for which such **Primary Insured Person** sought medical treatment prior to becoming insured under this policy;
- 3) not caused by a documented **Occupational Injury**;
- 4) an **Occupational Injury** that occurs prior to the date the **Primary Insured Person** became insured under this policy.

BTA5051

Psychological Therapy Expense

We will reimburse **Psychological Therapy Expense** up to the **Benefit Amount** for **Psychological Therapy Expense**, shown in Section IV-C of the Schedule of Benefits, if an **Accidental Bodily Injury** causes an **Insured Person** to suffer a covered **Loss** resulting in a **Physician's** determination that **Psychological Therapy** is required for:

- 1) such **Insured Person**; or
- 2) a **Dependent**.

The **Benefit Amount** for **Psychological Therapy Expense** is payable on an excess basis. We will determine the charge for the **Psychological Therapy Expense**. We will then reduce that amount by amounts already paid or payable by any **Other Plan**. We will pay the resulting **Benefit Amount**, but in no event will We pay more than the **Benefit Amount** for **Psychological Therapy Expense** shown in Section IV-C of the Schedule of Benefits.

The **Benefit Amount** for **Psychological Therapy Expense** will be paid:

- 1) to the natural person who incurs the expense; and
- 2) in addition to any other applicable **Benefit Amounts** under this policy.

The **Benefit Amount** for **Psychological Therapy Expense** will be paid until the earlier of the date on which:

- 1) the total **Benefit Amount** for **Psychological Therapy Expense**, shown in Section IV-C of the Schedule of Benefits, has been paid; or
- 2) two (2) years have elapsed from the date of a covered **Loss**.

BTA5062

Reconstructive Surgery

We will reimburse **Reasonable and Customary Charges** incurred by an **Insured Person** for Reconstructive Surgery up to the **Benefit Amount** for Reconstructive Surgery shown in Section IV-C of the Schedule of Benefits, if a **Physician** determines Reconstructive Surgery is **Medically Necessary** for an **Insured Person** because of a covered **Accidental Bodily Injury**.

The **Benefit Amount** for Reconstructive Surgery is payable on an excess basis. We will determine the charge for the Reconstructive Surgery. We will then reduce that amount by amounts already paid or payable by any **Other Plan**. We will pay the resulting **Benefit Amount**, but in no event will We pay more than the **Benefit Amount** for Reconstructive Surgery shown in Section IV-C of the Schedule of Benefits.

The **Benefit Amount** for Reconstructive Surgery is payable in addition to any other applicable **Benefit Amounts** under this policy. We will pay the **Benefit Amount** for Reconstructive Surgery to the natural person who incurs the expense.

BTA5064

Spouse Employment Training Expense

We will reimburse **Spouse Employment Training Expense** up to the **Benefit Amount** for **Spouse Employment Training Expense**, shown in Section IV-C of the Schedule of Benefits, if **Accidental Bodily Injury** causes a **Primary Insured Person's** covered **Loss of Life**. The **Benefit Amount** for **Spouse Employment Training Expense** is payable in addition to any other applicable **Benefit Amounts** under this policy. We will pay the **Benefit Amount** for **Spouse Employment Training Expense** to the natural person who incurs the expense.

This insurance applies only if the surviving **Spouse** incurs **Employment Training Expense** within three (3) years following the date of the **Primary Insured Person's** covered **Loss of Life**.

In no event will **Our** total payment exceed the **Benefit Amount** for **Spouse Employment Training Expense**, shown in Section IV-C of the Schedule of Benefits.

BTA5072

Temporary Total Disability

We will pay the Weekly **Benefit Amount** for **Temporary Total Disability**, after the **Elimination Period**, both shown in Section IV-C of the Schedule of Benefits, if **Accidental Bodily Injury** causes a **Primary Insured Person** to suffer **Temporary Total Disability**. The Weekly **Benefit Amount** for **Temporary Total Disability** will be paid in addition to any other applicable **Benefit Amounts** under this policy. The Weekly **Benefit Amount** for **Temporary Total Disability** will be paid until the earliest of the date on which:

- 1) the **Primary Insured Person** dies;
- 2) the **Primary Insured Person** fails to provide **Us** with satisfactory evidence of a continuing **Temporary Total Disability**;
- 3) the **Primary Insured Person** no longer has a **Temporary Total Disability**; or
- 4) the Maximum Benefit Period shown in Section IV-C of the Schedule of Benefits has ended.

The Weekly **Benefit Amount** for **Temporary Total Disability** shall be subject to the following conditions:

- 1) the Weekly **Benefit Amount** for **Temporary Total Disability** shall be excess of any other valid and collectible benefits under any **Other Plan**; and
- 2) the total payments to the **Primary Insured Person** for **Temporary Total Disability** from all sources, including the Weekly **Benefit Amount** for **Temporary Total Disability** and any other benefits, as stated in 1) above, shall not exceed 80% of the **Primary Insured Person's** earned income. If the total payments to the **Primary Insured Person** exceed 80% of the **Primary Insured Person's** earned income, then no Weekly **Benefit Amount** for **Temporary Total Disability** will be payable to the **Primary Insured Person** by **Us**. If the total payments to the **Primary Insured Person** fall to 80% or less of the **Primary Insured Person's** earned income, then the Maximum Benefit Period for any Weekly **Benefit Amount** for **Temporary Total Disability** that **We** pay will be reduced by the number of weeks for which no Weekly **Benefit Amount** for **Temporary Total Disability** was payable by **Us**.

Periods of **Temporary Total Disability** separated by less than 14 consecutive days of return to work will be considered one period of **Temporary Total Disability**, unless due to separate and unrelated causes. No additional **Elimination Period** will be required. However, the Maximum Benefit Period shown in Section IV-C of the Schedule of Benefits will be reduced by the number of weeks for which benefits have already been paid including, but not limited to the Weekly **Benefit Amount** for **Temporary Total Disability**.

Limitations on Temporary Total Disability

No Weekly **Benefit Amount** for **Temporary Total Disability** shall be paid for any period of time during which the **Primary Insured Person** is not under the continuous care of a **Physician**.
BTA5074 (Ed. 7/06)

Unlawful and Intentional Act

We will pay the **Loss of Life Benefit Amount** for **Unlawful and Intentional Act**, shown in Section IV-C of the Schedule of Benefits, if a **Primary Insured Person** who is employed by the **Policyholder** as a law enforcement officer, correctional officer or correctional probation officer, suffers an **Accidental Loss of Life** as a result of an **Unlawful and Intentional Act**.

The **Benefit Amount** for **Unlawful and Intentional Act** is payable in addition to any other applicable **Benefit Amounts** under this policy.

Limitation on Unlawful and Intentional Act

Insurance under this **Unlawful and Intentional Act** Benefit does not apply to a **Primary Insured Person** if that **Primary Insured Person** commits the **Unlawful and Intentional Act**.
BTA5216 (Ed. 10/2010)

Section II - Eligibility, Effective Date and Termination

Eligibility

A person becomes insured under this policy if:

- 1) such person is a member of an eligible **Class of Insured Persons** as shown in Section I of the Schedule of Benefits;
- 2) such person has completed any required Qualification Period as shown in Section II of the Schedule of Benefits; and
- 3) the required premium for such person has been paid.

BTA5080

Effective Date of Insurance for an Insured Person

Insurance for an **Insured Person** becomes effective on the latest of:

- 1) the effective date of this policy;
- 2) the date on which such person first meets the eligibility criteria as an **Insured Person**; or
- 3) the beginning of the period for which required premium is paid for such **Insured Person**.

BTA5082

Termination of Insurance for an Insured Person

Insurance for an **Insured Person** automatically terminates on the earliest of:

- 1) the termination date of this policy;
- 2) the expiration of the period for which required premium has been paid for such **Insured Person**;
- 3) the date on which a person no longer meets the eligibility criteria as an **Insured Person**.

BTA5084

Section III - Extensions Of Insurance

Extensions of Insurance are subject to the provisions of Section I-Insurance of the Contract, and all other policy terms and conditions.

Disappearance

If an **Insured Person** has not been found within one (1) year of the disappearance, stranding, sinking, or wrecking of any **Conveyance** in which an **Insured Person** was an occupant at the time of the **Accident**, then it will be assumed, subject to all other terms and conditions of this Policy, that an **Insured Person** has suffered **Loss of Life** insured under this policy.

BTA5088

Exposure

Accident includes unavoidable exposure to elements arising from an insured **Hazard**.

BTA5090FL

Section IV - Maximum Payment for Multiple Losses and Multiple Benefits

For any **Benefit Amount** identified as subject to this provision in the Schedule of Benefits, payment of such **Benefit Amount** will reduce the **Principal Sum**. If, subject to all the terms and conditions of this policy, an **Insured Person** is entitled to receive payment of multiple **Benefit Amounts** as the result of one (1) **Accident**, then the maximum **We** will pay for all benefits shall not exceed the **Principal Sum**.

For any **Benefit Amount** identified as not subject to this provision in the Schedule of Benefits, payment of such **Benefit Amount** will be in addition to any **Principal Sum** payable under this policy.

If, subject to all the terms and conditions of this policy, an **Insured Person** suffers multiple covered **Losses** as the result of one (1) **Accident**, then **We** will only pay the single largest **Benefit Amount** applicable to all such covered **Losses**.

For the purposes of this provision the definition of **Loss** includes paralysis, **Coma**, **Occupational Hepatitis**, **Occupational Condition**.

BTA5092

Section V - Territory

This insurance applies worldwide.

BTA5094

Section VI - General Exclusions

The following exclusions apply to all benefits or Hazards under this policy. Additional exclusions, limitations or conditions may also apply to specific benefits or Hazards. Please read this entire policy carefully.

Aircraft Pilot or Crew

This insurance does not apply to any **Accident, Accidental Bodily Injury** or **Loss** caused by or resulting from, directly or indirectly, a **Primary Insured Person** being in, entering, or exiting any aircraft while acting or training as a pilot or crew member.

This exclusion shall not apply:

- 1) to a **Primary Insured Person** being in, entering, or exiting the **Policyholder's Owned Aircraft, Leased Aircraft** or **Operated Aircraft** while such **Primary Insured Person** is acting or training as a pilot or crew member by or on behalf of the **Policyholder**, but only if such **Primary Insured Person** is certified and licensed by a governmental authority with competent jurisdiction to operate or serve as crew on such **Owned Aircraft, Leased Aircraft** or **Operated Aircraft** .
- 2) to passengers who temporarily perform pilot or crew functions in a life threatening emergency.

BTA5100 (Ed. 7/06)

Disease or Illness

This insurance does not apply to any **Accident, Accidental Bodily Injury** or **Loss** caused by or resulting from, directly or indirectly, an **Insured Person's** emotional trauma, mental or physical illness, disease, pregnancy, childbirth or miscarriage, bacterial or viral infection, bodily malfunctions or medical or surgical treatment thereof.

This exclusion does not apply to an **Insured Person's** bacterial infection caused by an **Accident** or by **Accidental** consumption of a substance contaminated by bacteria.

BTA5102 (Ed. 7/06)

Incarceration

This insurance does not apply to any **Accident, Accidental Bodily Injury** or **Loss** caused by or resulting from, directly or indirectly any occurrence while an **Insured Person** is incarcerated after conviction.

BTA5106

Service in the Armed Forces

This insurance does not apply to any **Accident, Accidental Bodily Injury** or **Loss** caused by or resulting from, directly or indirectly, an **Insured Person** participating in military action while in active military service with the armed forces of any country or established international authority. However, this exclusion does not apply to the first sixty (60) consecutive days of active military service with the armed forces of any country or established international authority.

BTA5116

Specialized Aviation

This insurance does not apply to any **Accident, Accidental Bodily Injury** or **Loss** caused by or resulting from, directly or indirectly, an **Insured Person** traveling or flying on any aircraft engaged in **Specialized Aviation Activities**.

BTA5118

Suicide or Intentional Injury

This insurance does not apply to any **Accident, Accidental Bodily Injury** or **Loss** caused by or resulting from, directly or indirectly, an **Insured Person's** suicide, attempted suicide or intentionally self-inflicted injury.

BTA5120

Trade Sanctions

This insurance does not apply to any **Accident, Accidental Bodily Injury** or **Loss** when:

- 1) the United States of America has imposed any trade or economic sanctions prohibiting insurance of any **Accident, Accidental Bodily Injury** or **Loss**; or
- 2) there is any other legal prohibition against providing insurance of any **Accident, Accidental Bodily Injury** or **Loss**.

BTA5122

War

This insurance does not apply to any **Accident, Accidental Bodily Injury** or **Loss** caused by or resulting from, directly or indirectly, a declared or undeclared **War**.

BTA5126

Section VII - Definitions

For the purpose of these definitions, the singular includes the plural and the plural includes the singular, unless otherwise noted.

Accident or Accidental

Accident or **Accidental** means a sudden, unforeseen and unexpected event happening by chance.
BTA5600FL

This definition applies solely with respect to the Occupational Hepatitis benefit:

Accidental Bodily Fluid Exposure

Accidental Bodily Fluid Exposure means the occurrence of any of the following documented incidents that may place a **Primary Insured Person** at risk of Hepatitis:

- 1) a percutaneous injury such as a needle stick, bite or cut with a sharp object;
- 2) contact of mucous membranes or skin with blood, tissues or other bodily fluids; or
- 3) similar degrees of exposure to other bodily fluids.

BTA5605

Accidental Bodily Injury

Accidental Bodily Injury means bodily injury, which:

- 1) is **Accidental**;
- 2) is the direct cause of a loss;
- 3) is independent of disease, illness or other cause; and
- 4) occurs while an **Insured Person** is insured under this policy, which is in force.

Accidental Bodily Injury does not mean a **Repetitive Motion Injury**.

BTA5602FL (Ed. 7/06)

Arson

Arson means the willful and unlawful causing of damage to any structure, or the contents thereof, through the use of fire or explosion. The **Arson** must be confirmed in writing by a police, fire or **Arson** investigator's report.

BTA5870

Benefit Amount

Benefit Amount means the amount stated in the Schedule of Benefits for this policy which applies:

- 1) at the time of an **Accident**;
- 2) to an **Insured Person**; and
- 3) for the applicable **Hazard**.

BTA5612

Burn or Burned

Burn or Burned means a third degree burn, according to the Rule of Nines or the Lund-Browder Chart, caused by a source that is thermal, chemical, electrical or nuclear.

BTA5620

Child Care Expense

Child Care Expense means the actual incurred costs for the care and supervision of an **Insured Person's Dependent Child** who is less than age thirteen (13).

BTA5630

Class

Class means the categories of **Insured Persons** described in Section I of the Schedule of Benefits.

BTA5628

Coma

Coma means a profound state of unconsciousness, as determined by a **Physician** according to the Glasgow Coma Scale, from which an **Insured Person** cannot be aroused to consciousness even by powerful stimulation.

BTA5632

COBRA

COBRA means the U.S. Consolidated Omnibus Budget Reconciliation Act of 1985, as amended.
BTA5634

COBRA Premium Expense

COBRA Premium Expense means the actual cost of premium charged and paid for the **Dependent's** election to continue group medical or dental insurance under a group medical or dental plan provided through the **Policyholder** up to the maximum allowed by **COBRA**.
BTA5636

Commutation

Commutation means travel between a **Primary Insured Person's** residence and regular place of employment.
BTA5646

Company

Company means FEDERAL INSURANCE COMPANY.
BTA5648

Conveyance

Conveyance means any motorized craft, vehicle or mode of transportation licensed or registered by a governmental authority with competent jurisdiction.
BTA5650

Dependent

Dependent means a **Dependent Child, Spouse** of a **Primary Insured Person**.

BTA5660

Dependent Child

Dependent Child means a **Primary Insured Person's** unmarried child from the moment of birth, including a natural child, grandchild, stepchild, foster child or adopted child from the date of placement with a **Primary Insured Person**. The **Dependent Child** must be primarily dependent upon such **Primary Insured Person** for maintenance and support, and must be:

- 1) under the age of twenty-six (26);
- 2) under the age of twenty-six (26) and enrolled as a full-time or part time student at an **Institution of Higher Learning**; or
- 3) classified as **Incapacitated Dependent Child**.

BTA5662FL

Education Expense

Education Expense means the actual cost incurred for tuition, fees, or room and board billed by an **Institution of Higher Learning**. **Education Expense** also means costs for required books or course supplies but shall not include any amount reimbursed from any other source.

BTA5668

Elimination Period

Elimination Period means the consecutive amount of time, shown in Section IV-C of the Schedule of Benefits, that must elapse before a **Benefit Amount** becomes payable. The **Elimination Period** begins on the first day of an **Insured Person's Loss**. **Benefit Amounts** are not payable, nor do they accrue, during an **Elimination Period**.

BTA5670

Fresh Pursuit

Fresh Pursuit means the pursuit of a person who has committed or is reasonably suspected of having committed a felony, misdemeanor, traffic infraction, or violation of a county or municipal ordinance.

BTA5869

Gainful Occupation

Gainful Occupation means an occupation, including self employment, that is or can be expected to provide an **Insured Person** with an income equal to at least 60% of the **Insured Person's** monthly earnings within twelve (12) months after the **Insured Person's** return to work.

BTA5688

Hazard

Hazard means the circumstances for which this insurance is provided as stated in Section III of the Schedule of Benefits and described in the **Hazard** Section of this policy.

BTA5696

Hemiplegia

Hemiplegia means complete and irreversible loss of all motion and all practical use of one arm and one leg on the same side of the body that lasts longer than 365 days as determined by a **Physician** approved by Us.

BTA5702

Hepatitis-seronegative

Hepatitis-seronegative means a **Primary Insured Person's** blood exhibits no antibodies, viruses or antigens sufficient to diagnose viral hepatitis, not including Type A hepatitis, using current criteria published by the U.S. Centers for Disease Control and Prevention.

BTA5703

Hepatitis-seropositive or Hepatitis-seropositivity

Hepatitis-seropositive or Hepatitis-seropositivity means a **Primary Insured Person's** blood exhibits antibodies, viruses or antigens sufficient to diagnose viral hepatitis, not including Type A hepatitis, using current criteria published by U.S. Centers for Disease Control and Prevention.

BTA5705

Hospital

Hospital means a public or private institution which:

- 1) is licensed in accordance with the laws of the jurisdiction where it is located;
- 2) is accredited by the Joint Commission on Accreditation of Hospitals;
- 3) operates for the reception, care and treatment of sick, ailing or injured persons as in-patients;
- 4) provides organized facilities for diagnosis and medical or surgical treatment;
- 5) provides twenty-four (24) hour nursing care;
- 6) has a **Physician** or staff of **Physicians**; and
- 7) is not primarily a day clinic, rest or convalescent home, assisted living facility or similar establishment and is not, other than incidentally, a place for the treatment of alcoholics or drug addicts.

BTA5712

Immediate Family Member

Immediate Family Member means an **Insured Person's**:

- 1) **Spouse**;
- 2) children including adopted children and stepchildren;
- 3) legal guardians or wards;
- 4) siblings or siblings-in-law;
- 5) parents or parents-in-law;
- 6) grandparents or grandchildren;
- 7) aunts or uncles;
- 8) nieces and nephews.

Immediate Family Member also means a **Spouse's** children, including adopted children and stepchildren; legal guardians or wards; siblings or siblings-in-law; parents or parents-in-law; grandparents or grandchildren; aunts or uncles; nieces or nephews.

BTA5716

Incapacitated Dependent Child

Incapacitated Dependent Child means a child who, as a result of being mentally or physically challenged, is permanently incapable of self-support and permanently dependent on a **Primary Insured Person** for support and maintenance. The incapacity must have occurred while the child was under the age of twenty-six (26).

BTA5718FL

Institution of Higher Learning

Institution of Higher Learning means any accredited public or private college, university, professional trade or vocational school beyond the twelfth (12th) grade.

BTA5724

Insured Person

Insured Person means a person, qualifying as a **Class** member under Section I of the Schedule of Benefits:

- 1) who elects insurance; or
- 2) for whom insurance is elected,
- 3) and on whose behalf premium is paid.

BTA5728

Leased Aircraft

Leased Aircraft means an aircraft not owned by the **Policyholder**, which is subject to a written lease agreement between the **Policyholder** and the lessor. The **Policyholder** uses the aircraft as it wishes for the term of the written lease agreement. The **Policyholder** cannot alter or sell the aircraft without the consent of the lessor. **Leased Aircraft** does not include aircraft which are chartered for single trips.

BTA5730 (Ed. 7/06)

Loss

Loss means **Accidental**:

- Loss of Foot**
- Loss of Hand**
- Loss of Hearing**
- Loss of Life**
- Loss of Sight**
- Loss of Sight of One Eye**
- Quadriplegia**
- Paraplegia**
- Hemiplegia**
- Loss of Speech**
- Uniplegia**
- Loss of Thumb and Index Finger**

Loss must occur within one (1) year after the **Accident**.

BTA5732

Loss of Foot

Loss of Foot means the complete severance of a foot through or above the ankle joint. **We** will consider such severance a **Loss of Foot** even if the foot is later reattached. If the reattachment fails and amputation becomes necessary, then **We** will not pay an additional **Benefit Amount** for such amputation.

BTA5734

Loss of Hand

Loss of Hand means complete severance, as determined by a **Physician**, of at least four (4) fingers at or above the metacarpal phalangeal joint on the same hand or at least three (3) fingers and the thumb on the same hand. **We** will consider such severance a **Loss of Hand** even if the hand, fingers or thumb are later reattached. If the reattachment fails and amputation becomes necessary, then **We** will not pay an additional **Benefit Amount** for such amputation.
BTA5736

Loss of Hearing

Loss of Hearing means permanent, irrecoverable and total deafness, as determined by a **Physician**, with an auditory threshold of more than 90 decibels in each ear. The deafness cannot be corrected by any aid or device, as determined by a **Physician**.
BTA5738

Loss of Life

Loss of Life means death, including clinical death, as determined by the local governing medical authority where such death occurs within 365 days after an **Accident**.
BTA5740

Loss of Sight

Loss of Sight means permanent loss of vision. Remaining vision must be no better than 20/200 using a corrective aid or device, as determined by a **Physician**.
BTA5742

Loss of Sight of One Eye

Loss of Sight of One Eye means permanent loss of vision of one eye. Remaining vision in that eye must be no better than 20/200 using a corrective aid or device, as determined by a **Physician**.
BTA5744

Loss of Speech

Loss of Speech means the permanent, irrecoverable and total loss of the capability of speech without the aid of mechanical devices, as determined by a **Physician**.
BTA5748

Loss of Thumb and Index Finger

Loss of Thumb and Index Finger means complete severance, through the metacarpal phalangeal joints, of the thumb and index finger of the same hand, as determined by a **Physician**. **We** will consider such severance a **Loss of Thumb and Index Finger** even if a thumb, an index finger or both are later reattached. If the reattachment fails and amputation becomes necessary, then **We** will not pay an additional **Benefit Amount** for such amputation.
BTA5750

Medically Necessary

Medically Necessary means a medical or dental service, supply or course of treatment which:

- 1) is ordered or prescribed by a **Physician**;
- 2) is appropriate and consistent with the patient's diagnosis;
- 3) is in accord with current accepted medical or dental practice; and
- 4) could not be eliminated without adversely affecting the patient's condition.

BTA5758

Medical Services

Medical Services means **Medically Necessary** services, including but not limited to:

- 1) medical care and treatment by a **Physician**;
- 2) **Hospital** room and board and **Hospital** care, both inpatient and outpatient;
- 3) drugs and medicines required and prescribed by a **Physician**;
- 4) diagnostic tests and x-rays prescribed by a **Physician**;
- 5) transportation of an **Insured Person** in an emergency transportation vehicle from the location where such **Insured Person** becomes injured to the nearest **Hospital** where appropriate medical treatment can be obtained;
- 6) dental care and treatment due to **Accidental Bodily Injury**;
- 7) physical therapy, including diathermy, ultrasonic, whirlpool or heat treatment, adjustment, manipulation, massage and the office visit associated with such therapy;
- 8) treatment performed by a licensed medical professional when prescribed by a **Physician**, if hospitalization would have been otherwise required;
- 9) rental of durable medical equipment;
- 10) artificial limbs and other prosthetic devices;
- 11) orthopedic appliances or braces.

BTA5760 (Ed. 7/06)

Occupational Condition

Occupational Condition means impairment of health caused by meningitis, tuberculosis, heart disease, or hypertension.

BTA5872

Occupational Injury

Occupational Injury means an **Accidental Bodily Fluid Exposure** sustained by a **Primary Insured Person** during the Policy Period and while such **Primary Insured Person** is performing duties as a health care professional in his or her capacity as an employee of the **Policyholder**.

BTA5766

Operated Aircraft

Operated Aircraft means any aircraft not owned by the **Policyholder** but over which the **Policyholder** exercises control. **Operated Aircraft** includes an aircraft for which the **Policyholder** pays operating expenses.
BTA5768

Other Plan

Other Plan means any other insurance or payment source for **Medical Services** or disability, including but not limited to health coverage, disability insurance, worker's compensation insurance; or coverage provided or required by any law or statute, including, automobile insurance "fault" or "no-fault", employer sick leave or salary continuation plan, or similar benefit provided or required by governmental plan or program.
BTA5770

Owned Aircraft

Owned Aircraft means any aircraft to which the **Policyholder** holds legal or equitable title.
BTA5772

Paraplegia

Paraplegia means complete and irreversible loss of all motion and all practical use of both legs that lasts longer than 365 days, as determined by a **Physician** approved by **Us**.
BTA5774

Physician

Physician means a licensed practitioner of the healing arts, acting within the scope of his or her license to the extent provided by the laws of the jurisdiction in which medical treatment is provided. **Physician** does not include:

- 1) an **Insured Person**;
- 2) an **Immediate Family Member**.

BTA5782

Policyholder

Policyholder means the entity identified in the Insuring Agreement.
BTA5786

Primary Insured Person

Primary Insured Person means an **Insured Person** who:

- 1) has a direct relationship with the **Policyholder**; and
- 2) where applicable, elects insurance under this policy.

BTA5790

Principal Sum

Principal Sum means the amount of insurance appearing in Section IV-A of the Schedule of Benefits applicable to each **Class**.

BTA5792

Proof of Loss

Proof of Loss means written evidence acceptable to Us that an **Accident, Accidental Bodily Injury** or **Loss** has occurred.

BTA5794

Psychological Therapy

Psychological Therapy means **Medically Necessary** counseling for a mental or nervous disorder by a **Physician**, whether on an out-patient basis, in a **Hospital** or any other medical facility licensed to provide such treatment.

BTA5796

Psychological Therapy Expense

Psychological Therapy Expense means **Reasonable and Customary Charges** for **Psychological Therapy**.

BTA5797

Quadriplegia

Quadriplegia means complete and irreversible loss of all motion and all practical use of both arms and legs that lasts longer than 365 days, as determined by a **Physician** approved by Us.

BTA5798

Reasonable and Customary Charge

Reasonable and Customary Charge means the lesser of:

- 1) the usual charge made by **Physicians** or other health care providers for a given service or supply; or
- 2) the charge **We** reasonably determine to be the prevailing charge made by **Physicians** or other health care providers for a given service or supply in the geographical area where it is furnished.

BTA5804

Repetitive Motion Injury

Repetitive Motion Injury means bursitis, stress fracture, strain, shin splints, Osgood Schlatter Disease, Chondromalacia, stress fractures, tendinitis and Carpal Tunnel Syndrome.

BTA5609

Specialized Aviation Activity

Specialized Aviation Activity means use of a properly certified aircraft for the following:

any flight on a rocket propelled or rocket launched aircraft

Specialized Aviation Activity shall include any flight which requires a special permit or waiver from a governmental authority having jurisdiction over civil aviation, whether or not such permit or waiver is granted.

BTA5826 (Ed. 7/06)

Spouse

Spouse means an **Insured Person's** husband or wife or who is recognized as such by the laws of the jurisdiction in which the **Primary Insured Person** resides.

BTA5828

Spouse Employment Training Expense

Spouse Employment Training Expense means the actual costs incurred by a **Spouse** for tuition, fees, room and board billed by an **Institution of Higher Learning**. **Spouse Employment Training Expense** also means costs for required books or course supplies. These costs must be incurred by the **Primary Insured Person's Spouse** to attend an **Institution of Higher Learning** for the purpose of obtaining or refreshing skills needed for employment.

BTA5830

Subsidiary

Subsidiary means any organization in which:

- 1) more than 50% of the outstanding securities or voting rights representing the present right to vote for election of directors is owned or controlled, directly or indirectly, in any combination by the **Policyholder**; or
- 2) the **Policyholder** exercises management control.

BTA5832

Temporary Substitute Aircraft

Temporary Substitute Aircraft means an aircraft equivalent to **Owned Aircraft, Leased Aircraft** or **Operated Aircraft** with an airworthiness certificate issued by a governmental authority with competent jurisdiction.

BTA5834

Temporary Total Disability

Temporary Total Disability or **Temporarily Totally Disabled** means that **Accidental Bodily Injury** solely and directly:

- 1) prevents a **Primary Insured Person** from performing all the substantial and material duties of such **Primary Insured Person's** regular occupation, or with respect to a **Primary Insured Person** who is unemployed, prevents such **Primary Insured Person** from engaging in the normal and customary activities of a person of like age and sex in good health;
- 2) causes a condition which is medically determined, by a **Physician**, to be continuous; and
- 3) requires the continuous care of a **Physician**.

BTA5836

Uniplegia

Uniplegia means complete and irreversible loss of all motion and all practical use of one arm or one leg that lasts more than 365 days, as determined by a **Physician** approved by **Us**.

BTA5854

Unlawful and Intentional Act

Unlawful and Intentional Act means the willful commitment of a felony, misdemeanor, traffic infraction, or violation of a county or municipal ordinance.

BTA5871

War

War means:

- 1) hostilities following a formal declaration of **War** by a governmental authority;
- 2) in the absence of a formal declaration of **War** by a governmental authority armed, open and continuous hostilities between two countries; or
- 3) armed, open and continuous hostilities between two factions, each in control of territory, or claiming jurisdiction over the geographic area of hostility.

BTA5858

We, Us and Our

We, Us and Our means FEDERAL INSURANCE COMPANY.

BTA5860

Section VIII - General Provisions

Addition of New Insured Persons

Any new person who meets the eligibility criteria for the **Class(es)** described in Section I of the Schedule of Benefits, **Insured Persons**, will automatically be an **Insured Person** under this policy.

BTA5150

Benefit Assignment

An **Insured Person** may assign **Benefit Amounts** other than those for **Loss of Life**. Such assignment must be in writing, signed by the **Insured Person** and filed with the **Policyholder**. The assignment shall be provided to **Us** at the time of claim or at such other time as **We** may require. **We** do not assume the responsibility for the validity of any assignment.

BTA5154

Beneficiary

A) Designation

An **Insured Person** has the right to designate a beneficiary. The **Primary Insured Person** shall have the sole right to designate a beneficiary for any **Dependent Child** who is a minor. All beneficiary designations must be:

- 1) in writing;
- 2) filed with the **Policyholder**; and
- 3) provided to **Us** at the time of claim; or
- 4) at such other time as **We** may require

B) Change

The **Insured Person**, and no one else, unless there is an irrevocable assignment, has the right to change the beneficiary except as set forth above. The **Insured Person** does not need the consent of anyone to do so. All beneficiary changes must be:

- 1) in writing;
- 2) filed with the **Policyholder**; and
- 3) provided to **Us** at the time of claim or at such other time as **We** may require.

We do not assume any responsibility for the validity of these changes.

C) Payment

The **Benefit Amount** for covered **Loss of Life** will be paid to the beneficiary designated by an **Insured Person**. Any **Benefit Amount** payable due to the **Loss of Life** of a **Dependent Child** will be paid to the **Primary Insured Person**, absent any beneficiary designation by the **Dependent Child**.

If an **Insured Person** has not chosen a beneficiary or if there is no beneficiary alive when the **Insured Person** dies, then **We** will pay the **Benefit Amount** for **Loss of Life** to the first surviving party in the following order:

- 1) in equal shares to the **Insured Person's Spouse** surviving children;
- 2) in equal shares to the **Insured Person's** surviving parents;
- 3) in equal shares to the **Insured Person's** surviving brothers and sisters;
- 4) the **Insured Person's** estate.

All other **Benefit Amounts** are paid to the **Insured Person**, unless otherwise directed by an **Insured Person** or an **Insured Person's** designee, or unless otherwise noted in this policy.

If any beneficiary has not reached the legal age of majority, then **We** will pay such beneficiary's legal guardian.

BTA5158FL

Cancellation, Nonrenewal and Grace Period

A) Grace Period

The **Policyholder** is entitled to a grace period of forty-five (45) days from the premium due date for the payment of premium due. This policy will continue in force during the grace period. The grace period does not apply to the first premium payable during this policy term. Failure to pay the first premium on or before the due date will immediately terminate this policy as of inception. **We** are not required to provide notification of such termination.

BTA5160FL

B) Cancellation, Nonrenewal

The **Policyholder** may cancel this policy, or any of its individual insurance benefits, by sending **Us** written notice stating when cancellation is to take effect. The effective date of cancellation may not be earlier than the date notice is postmarked or transmitted.

We may cancel this policy, or any of its individual insurance benefits, if the **Policyholder** fails to pay the premium within the grace period of forty-five (45) days after the premium due date, except for the first premium due during the Policy Period. **We** will send written notice prior to the date of cancellation stating the effective date of cancellation, which will be no earlier than forty-five (45) days after the premium due date.

We may cancel this policy, or any of its individual insurance benefits, for reasons other than nonpayment of premium by sending written notice stating when thereafter such cancellation shall take effect. If this is a multi-year policy, then **We** may cancel the policy, or any of its individual insurance benefits, by sending written notice at least forty-five (45) days prior to the Anniversary Date shown in the Insuring Agreement.

We may nonrenew this policy by sending written notice at least forty-five (45) days before the expiration date of the Policy Period shown in the Insuring Agreement. If **We** fail to provide notice, insurance will remain in effect until the earlier of forty-five (45) days after the date notice is given or until the effective date of replacement coverage.

We will send notice of cancellation or nonrenewal to the **Policyholder** at its last known address. If the notice is mailed, proof of mailing will be considered proof of cancellation or nonrenewal.

The **Policyholder** is required to immediately provide notice of cancellation or nonrenewal to all **Insured Persons**.

The earned premium will be computed on a pro-rata basis. Any unearned premium will be returned to the **Policyholder** as soon as practicable.

BTA5162FL

Certificate

When required by law, **We** will issue to the **Policyholder** for delivery to the **Primary Insured Person** a Certificate of Insurance. The Certificate of Insurance will describe the benefits, exclusions, limitations, and conditions of this policy and state to whom benefits are payable. Any subsequent changes to this policy will also apply to the existing Certificates of Insurance.

BTA5164

Changes

This policy can only be changed by a written endorsement that becomes a part of this policy. The endorsement must be approved by one of **Our** officers and signed by one of **Our** authorized representatives. No agent has the authority to change this policy or waive any of its provisions.

BTA5166

Concealment or Fraud

Insurance under this policy is void if:

- 1) the **Policyholder** or any **Insured Person** has intentionally concealed or misrepresented any material fact relating to this policy before or after a **Loss**; or
- 2) the **Policyholder** or any **Insured Person** files a false report of a **Loss**.

BTA5165

Compliance by Policyholder and Insured Person

We have no duty to provide insurance under this policy unless the **Policyholder**, the **Insured Person** and the beneficiary, if applicable, have fully complied with all the terms and conditions of this policy.

BTA5168

Claim Notice

Written Claim Notice must be given to **Us** or any of **Our** brokers or appointed agents within twenty (20) days after the occurrence or commencement of any **Loss** covered by this policy or as soon as reasonably possible. Notice must include enough information to identify the **Insured Person** and **Policyholder**. Failure to give Claim Notice within twenty (20) days will not invalidate or reduce any otherwise valid claim if notice is given as soon as reasonably possible.

BTA5170

Claim Forms

When **We** receive notice of a claim, **We** will send the **Insured Person** or the **Insured Person's** designee, within fifteen (15) days, forms for giving **Proof of Loss** to **Us**. If the **Insured Person** or the **Insured Person's** designee does not receive the forms, then the **Insured Person** or an **Insured Person's** designee should send **Us** a written description of the **Loss**. This written description should include information detailing the occurrence, type and extent of the **Loss** for which the claim is made.

BTA5172

Claim Proof of Loss

For claims involving disability, complete **Proof of Loss** must be given to **Us** within thirty (30) days after commencement of the period for which **We** are liable. Subsequent written proof of the continuance of such disability must be given to **Us** at such intervals as **We** may reasonably require.

Failure to give complete **Proof of Loss** within these time frames will not invalidate or reduce any otherwise valid claim if notice is given as soon as reasonably possible, and in no event later than one (1) year after the deadline to submit complete **Proof of Loss**, except in cases where the claimant lacks legal capacity.

For all claims except those involving disability, complete **Proof of Loss** must be given to **Us** within ninety (90) days after the date of **Loss**, or as soon as reasonably possible.

BTAS174

Time of Payment of Claims

For benefits payable involving disability, **We** will pay the **Insured Person** the applicable **Benefit Amount** no less frequently than monthly during the period for which **We** are liable. All payments by **Us** are subject to receipt of complete **Proof of Loss**.

For all benefits payable under this policy except those for disability, **We** will pay the **Insured Person** or beneficiary the applicable **Benefit Amount** as soon as **We** receive complete **Proof of Loss** if the **Insured Person**, the **Policyholder** and the beneficiary, where applicable, have complied with all the terms of this policy. If a claim is contested by **Us**, then **We** will notify the **Insured Person** or beneficiary the reasons for contesting the claim within forty-five (45) days of receipt of complete **Proof of Loss**. If **We** request additional information from the **Insured Person** or beneficiary, then upon receipt of requested information **We** will pay or deny the claim within sixty (60) days. All overdue claim payments will bear simple interest at the rate of ten percent (10%) per year.

BTAS176FL

Claim and Suit Cooperation

In the event of a claim under this policy, the **Policyholder**, the **Insured Person** or the beneficiary, if applicable, must fully cooperate with **Us** in **Our** handling of the claim, including, but not limited to, the timely submission of all medical and other reports, and full cooperation with all physical examinations and autopsies that **We** may require. If **We** are sued in connection with a claim under this policy, then the **Policyholder**, the **Insured Person** or the beneficiary must fully cooperate with **Us** in the handling of such suit. The **Policyholder**, the **Insured Person** or the beneficiary must not, except at their own expense, voluntarily make any payment or assume any obligation in connection with any suit without **Our** prior written consent.

BTAS178

Entire Contract and Application

This policy, the **Policyholder's** application and the **Primary Insured Person's** application, if any, together with the endorsements attached to this policy, constitute the entire contract of insurance. If an application is completed by the **Policyholder** or **Primary Insured Person** in connection with this policy, then **We** will attach the application to the policy when the policy is issued.

BTAS182

Examination Under Oath

We have a right to examine under oath, as often as We may reasonably require, an **Insured Person**, the **Policyholder** or the beneficiary. We may also require the **Insured Person**, the **Policyholder** or the beneficiary to provide a signed description of the circumstances surrounding the **Loss** and their interest in the **Loss**. An **Insured Person**, the **Policyholder** and the beneficiary will also produce all records and documents requested by Us and will permit Us to make copies of such records or documents.

BTA5183

Governing Jurisdiction and Conformance With Statutes

This policy is governed by the laws of the jurisdiction in which it is delivered to the **Policyholder**. Any terms of this policy which are in conflict with the applicable statutes, laws or regulations of the jurisdiction in which this policy is delivered are amended to conform to such statutes, laws or regulations. Any terms of a certificate which are in conflict with the applicable statutes, laws or regulations of the jurisdiction in which the certificate is delivered are amended to conform to the statutes, laws or regulations of the jurisdiction.

BTA5184 (Ed. 7/06)

Inadvertent Error

The insurance provided under this policy will not be prejudiced by the failure on the part of the **Policyholder** to transmit reports, collect and remit premium or comply with any of the terms and conditions of this policy when such failure is due to an inadvertent error or clerical mistake, provided that such inadvertent error or clerical mistake is corrected promptly upon discovery.

An inadvertent error or clerical mistake by Us or by the **Policyholder** may be corrected upon discovery with notice by the **Policyholder** to Us or by Us to the **Policyholder**.

BTA5186

Informational and Advertising Material

The **Policyholder** and its representatives must gain **Our** prior written approval of all material used for advertising and solicitation relating to this policy, regardless of the medium in which such material appears. We will not be responsible for any increase in payment or any changes in insurance resulting from such materials that have not been approved by Us.

BTA5188

Legal Action Against Us

No legal action may be brought to recover on this policy until sixty (60) days after We have been given complete **Proof of Loss**. No such action may be brought after the expiration of the applicable statute of limitations. No such action may be brought unless there has been full compliance with all of the terms of this policy.

In no case will We be liable for benefits that are not payable under the terms of this policy or that exceed the applicable **Benefit Amounts** or limits of insurance of this policy.

BTA5190FL

Liberalization

If **We** adopt any changes:

- 1) within forty-five (45) days prior to the policy effective date shown in the Insuring Agreement; or
- 2) during the Policy Period,

which broaden this insurance without an additional premium charge, then the **Insured Person** will automatically receive the benefit of the broadened insurance.

BTA5192

Newly Acquired or Newly Formed Organizations

If the **Policyholder** acquires or forms another entity that becomes a **Subsidiary**, then at the **Policyholder's** request, **We** will enroll all eligible employees of such **Subsidiary** as soon as possible subject to the following requirements:

- 1) all eligible employees of such **Subsidiary** fit the **Class** Description shown in Section I of the Schedule of Benefits;
- 2) the **Subsidiary** is acquired or formed during the Policy Period;
- 3) the **Policyholder** reports the name of the **Subsidiary** within ninety (90) day(s) after its acquisition or formation together with such information that **We** at our sole discretion may require to determine the additional premium; and
- 4) the **Policyholder** pays the additional required premium.

Item three (3) above does not apply to a **Subsidiary** with less than 100 eligible employees unless the number of eligible employees for such **Subsidiary** exceeds ten percent (10%) of the insured group.

This insurance does not apply if the **Policyholder** advises **Us** in writing that it does not seek insurance under this policy for such newly acquired or formed **Subsidiary**.

BTA5194

Physical Examination and Autopsy

We have the right to have an **Insured Person** examined by a **Physician** approved by **Us**, as often as reasonably necessary while a claim is open. **We** may also have an autopsy done by a **Physician**, unless prohibited by law. Any examinations or autopsies that **We** require will be done at **Our** expense.

BTA5193

Premium Payment

The **Policyholder** will collect and remit to **Us** all premium due under this policy, subject to the grace period.

Premium is adjustable. The earned premium is calculated for each reporting period based on the applicable rates and exposures. The **Policyholder** must keep records of the information **We** need to calculate the premium and send **Us** copies of these records for each reporting period.

The earned premium will be computed on a pro-rata basis. Any unearned premium will be remitted to the **Policyholder** as soon as practicable.

BTA5196

Premium Provisions

The **Policyholder** will pay all required premium due under this policy, subject to the grace period. Annual Premiums and Deposit Premiums are due at the beginning of the Policy Period and each future Anniversary Date unless otherwise indicated on the Premium Summary.

If premiums are adjustable, then **We** will compute the earned premium for each audit reporting period based on the applicable rates and exposures. The **Policyholder** must keep records of the information **We** need to perform the adjustment and send **Us** copies at **Our** request.

If the policy is written subject to adjustment shown in the Premium Schedule, then the **Policyholder** must report to **Us** the complete information for the reporting period shown in the Premium Summary. The **Policyholder** must submit the reports within the specified number of days after the end of each Reporting Period.

At the earlier of the end of the Policy Period or the policy termination, earned premium will be determined based on the reported values or exposures. If the resulting earned premium is less than the Deposit Premium, if any, then **We** will return the excess to the **Policyholder**. If the resulting earned premium is greater than the Deposit Premium, if any, then **We** will bill the **Policyholder** for the additional premium. The **Policyholder** will pay **Us**, within thirty (30) days, any additional premium generated from the premium adjustment.
BTA5197

Premium Rate Change

We may change the premium rates for this policy as of any policy Anniversary Date. **We** will give the **Policyholder** at least forty-five (45) days prior written notice of such change.
BTA5198FL

Records and Audit

We may examine the **Policyholder's** books and records relating to this policy at any reasonable time during the policy term and up to three (3) years after expiration of this policy or until final adjustment and settlement of all claims under this policy, whichever is later.

The **Policyholder** must maintain information pertaining to **Insured Persons** including but not limited to each **Insured Person's Benefit Amount, Class, Salary**, enrollment form, if any, and beneficiary designations or assignments.
BTA5204

Statements by Policyholder or Insured Person and Incontestability

We will not use any statements, except fraudulent misstatements, made by the **Policyholder** or the **Insured Person** to void the insurance or reduce benefits payable under this policy, or to otherwise contest the validity of this policy, unless such statements are contained in a written document signed by the **Policyholder** or the **Insured Person**. If We rely on such statements for this purpose, then We will provide a copy of the written document to the **Policyholder**, the **Insured Person** or the **Insured Person's** designee or beneficiary, as appropriate.

We will consider all statements made by the **Policyholder** and the **Insured Person** to be representations and not warranties.

Except for nonpayment of premium, We will not use statements made by the **Policyholder** or the **Insured Person** regarding insurability to contest the validity of this policy when the statements are made more than two (2) years after this policy has been in force during the **Insured Person's** lifetime.

Nothing in this section will preclude Us from asserting at any time defenses based upon a claimant's ineligibility for insurance under this policy, or upon any other policy provision or condition.

BTA5206

Titles of Paragraphs

The titles of the various paragraphs of this policy and any endorsements attached to this policy are inserted solely for convenience of reference and do not limit or affect in any way the provisions to which they relate.

BTA5208

Workers' Compensation

The benefits payable under this policy are not in lieu of and do not affect any requirement for workers' compensation insurance.

BTA5210

CHUBB®

Endorsement

Beneficiary (Group Term Life)

Effective Date : 11/30/2017
Policy Number : 9906-63-97
Policyholder : STATE OF FLORIDA
Policy Period : 11/30/2017 to 11/30/2018
Name of Company : FEDERAL INSURANCE COMPANY
Issue Date : 11/17/2017

It is agreed that the Policy is amended as follows:

Section C Payment of the Beneficiary Provision in the General Provisions is deleted and replaced with the following:

The **Benefit Amount** for **Loss of Life** will be paid to the beneficiary designated by the **Insured Person**. This choice must be in writing and filed with the **Policyholder**. Any **Benefit Amount** payable due to the **Loss of Life** of a **Dependent Child** will be paid to the **Primary Insured Person**, absent any beneficiary designation by the **Dependent Child**. All other **Benefit Amounts** are paid to the **Insured Person**, unless otherwise directed by the **Insured Person**, or the **Insured Person's** designee.

If the **Insured Person** has not chosen a beneficiary under **Our Policy**, We will pay the **Loss of Life Benefit Amount** to the beneficiary named by the **Insured Person** on the Group Life Policy issued to the **Policyholder** and in effect on the date of the **Insured Person's Loss of Life**. If the **Insured Person** has not chosen a beneficiary under the Group Life Policy or is not insured under the Group Life Policy; or if the beneficiary is not alive when the **Insured Person** dies, We will pay to the first surviving party in the following order:

- a) the **Insured Person's** spouse;
- b) in equal shares to the **Insured Person's** surviving children;
- c) in equal shares to the **Insured Person's** surviving parents;
- d) in equal shares to the **Insured Person's** surviving brothers and sisters;
- e) the **Insured Person's** estate.

If the **Insured Person** has named multiple beneficiaries and one or more dies before the **Insured Person** has, their share of the payment will be redistributed proportionately among the surviving beneficiaries.

All other terms and conditions of the policy remain unchanged.



Authorized Representative

BT 1005



Federal Insurance Company

Business Travel Accident Insurance Application

Section I Policyholder Information

Name of Policyholder: STATE OF FLORIDA

Address 4050 ESPLANADE WAY, SUITE 360

City TALLAHASSEE **State** FL **Zip Code** 32399

Phone Number:

Contact Name:

Effective Date: 11/30/2017

Policy Number: 9906-63-97

INSURANCE REQUESTED

A) CLASS OF INSURED PERSONS

- 1 All Law Enforcement Officers; Investigators and Inspectors; Pilots; Reserve, volunteer, and Auxiliary Officers; Patrol Officers; Certified Correctional Officers; Security Officers; Bailiff; Process Servers; Trainers; Probation Officers; Members of a bomb disposal unit; and any Officer eligible under Chapter 943 of the Florida Statutes of the Policyholder.
- 2 All Florida Highway Patrol Auxiliary Officers of the Policyholder.
- 3 All Florida Firefighters of the Policyholder.
- 4 All Members of the active Military, organized Militia of the Policyholder.
- 5 All Pilots of the Department of Management Services.

B) PRINCIPAL SUM

- 1 \$*
- 2 \$*
- 3 \$*
- 4 \$*
- 5 \$*

*We will pay the amount specified under Florida Statutes 112.19 or 112.191, or as amended, as of the date of the Accident.

C) HAZARD

- 1 Business
- 2 Business
- 3 Business
- 4 Business
- 5 Business

D) ACCIDENTAL DEATH AND DISMEMBERMENT

Class

All

Accidental:

Benefit Amounts (Percentage of Principal Sum)

Loss of Life	100%
Loss of Speech and Loss of Hearing	100%
Loss of Speech and one of Loss of Hand, Loss of Foot or Loss of Sight of One Eye	100%
Loss of Hearing and one of Loss of Hand, Loss of Foot or Loss of Sight of One Eye	100%
Loss of Hands(Both), Loss of Feet(Both), Loss of Sight or a combination of any two of Loss of Hand, Loss of Foot or Loss of Sight of One Eye	100%
Quadriplegia	100%
Paraplegia	75%

Hemiplegia	50%
Loss of Hand, Loss of Foot or Loss of Sight of one Eye (Any one of each)	50%
Loss of Speech or Loss of Hearing	50%
Uniplegia	25%
Loss of Thumb and Index Finger of the same Hand	25%

E) ADDITIONAL BENEFITS

CLASS	BENEFIT	BENEFIT AMOUNT
1	Burn	10% of Principal Sum Maximum Benefit Amount \$20,000
1	Child Care Expense	\$2,000 for each Dependent Child Alternate Benefit Amount \$1,000 Maximum Benefit Amount \$25,000
1	Cobra Premium Expense	5% of Principal Sum Maximum Benefit Amount \$50,000
1	Coma	1% of Principal Sum Maximum Benefit Amount 100% of Principal Sum
1	Education Expense	\$2,000 for each eligible Dependent Child Alternate Benefit Amount \$1,000 Maximum Benefit Amount \$25,000
1	Emergency Response Law	\$*
1	Funeral Expense	\$5,000
1	Occupational Condition	\$*
1	Occupational Hepatitis	25% of Principal Sum Maximum Benefit Amount \$50,000
1	Psychological Therapy	5% of Principal Sum Maximum Benefit Amount \$25,000
1	Reconstructive Surgery	5% of Principal Sum Maximum Benefit Amount \$25,000
1	Spouse Employment Training Expense	\$2,000
1	Unlawful And Intentional Act	\$*
2	Burn	10% of Principal Sum Maximum Benefit Amount \$20,000
2	Child Care Expense	\$2,000 for each Dependent Child Alternate Benefit Amount \$1,000 Maximum Benefit Amount \$25,000
2	Cobra Premium Expense	5% of Principal Sum Maximum Benefit Amount \$50,000
2	Coma	1% of Principal Sum Maximum Benefit Amount 100% of Principal Sum
2	Education Expense	\$2,000 for each eligible Dependent Child Alternate Benefit Amount \$1,000 Maximum Benefit Amount \$25,000
2	Emergency Response Law	\$*
2	Funeral Expense	\$5,000
2	Occupational Condition	\$*
2	Occupational Hepatitis	25% of Principal Sum Maximum Benefit Amount \$50,000
2	Psychological Therapy	5% of Principal Sum Maximum Benefit Amount \$25,000
2	Reconstructive Surgery	5% of Principal Sum Maximum Benefit Amount \$25,000
2	Spouse Employment Training Expense	\$2,000

2	Temporary Total Disability	Weekly Amount \$300 per week Maximum Benefit Period 104 week(s) Elimination Period 0 day(s)
2	Unlawful And Intentional Act	\$*
3	Arson And Unlawful And Intentional Act	\$*
3	Burn	10% of Principal Sum Maximum Benefit Amount \$20,000
3	Child Care Expense	\$2,000 for each Dependent Child Alternate Benefit Amount \$1,000 Maximum Benefit Amount \$25,000
3	Cobra Premium Expense	5% of Principal Sum Maximum Benefit Amount \$50,000
3	Coma	1% of Principal Sum Maximum Benefit Amount 100% of Principal Sum
3	Education Expense	\$2,000 for each eligible Dependent Child Alternate Benefit Amount \$1,000 Maximum Benefit Amount \$25,000
3	Emergency Response	\$*
3	Funeral Expense	\$5,000
3	Occupational Condition	\$*
3	Occupational Hepatitis	25% of Principal Sum Maximum Benefit Amount \$50,000
3	Psychological Therapy	5% of Principal Sum Maximum Benefit Amount \$25,000
3	Reconstructive Surgery	5% of Principal Sum Maximum Benefit Amount \$25,000
3	Spouse Employment Training Expense	\$2,000
4	Burn	10% of Principal Sum Maximum Benefit Amount \$20,000
4	Child Care Expense	\$2,000 for each Dependent Child Alternate Benefit Amount \$1,000 Maximum Benefit Amount \$25,000
4	Cobra Premium Expense	5% of Principal Sum Maximum Benefit Amount \$50,000
4	Coma	1% of Principal Sum Maximum Benefit Amount 100% of Principal Sum
4	Education Expense	\$2,000 for each eligible Dependent Child Alternate Benefit Amount \$1,000 Maximum Benefit Amount \$25,000
4	Emergency Response Law	\$*
4	Funeral Expense	\$5,000
4	Occupational Condition	\$*
4	Occupational Hepatitis	25% of Principal Sum Maximum Benefit Amount \$50,000
4	Psychological Therapy	5% of Principal Sum Maximum Benefit Amount \$25,000
4	Reconstructive Surgery	5% of Principal Sum Maximum Benefit Amount \$25,000
4	Spouse Employment Training Expense	\$2,000
4	Unlawful And Intentional Act	\$*
5	Burn	10% of Principal Sum Maximum Benefit Amount \$20,000

5	Child Care Expense	\$2,000 for each Dependent Child Alternate Benefit Amount \$1,000 Maximum Benefit Amount \$25,000
5	Cobra Premium Expense	5% of Principal Sum Maximum Benefit Amount \$50,000
5	Coma	1% of Principal Sum Maximum Benefit Amount 100% of Principal Sum
5	Education Expense	\$2,000 for each eligible Dependent Child Alternate Benefit Amount \$1,000 Maximum Benefit Amount \$25,000
5	Funeral Expense	\$5,000
5	Occupational Condition	\$*
5	Occupational Hepatitis	25% of Principal Sum Maximum Benefit Amount \$50,000
5	Psychological Therapy	5% of Principal Sum Maximum Benefit Amount \$25,000
5	Reconstructive Surgery	5% of Principal Sum Maximum Benefit Amount \$25,000
5	Spouse Employment Training Expense	\$2,000

Aggregate Limit of Insurance

The Aggregate Limit of Insurance applies:
 \$10,000,000 per **Accident**

Premium

Amount Due \$102,654

Due Date 11/30/2017

*We will pay the amount specified under Florida Statutes 112.19 or 112.191, or as amended, as of the date of the Accident.

Employee Retirement Income Security Act

Is this plan subject to Employee Retirement Income Security Act (ERISA) regulations? (Y/N) _____

Policy Acceptance

The undersigned declares that all information provided in this application and any attachments hereto is true and correct. The undersigned understands that all information provided in this application and any attachments hereto is material to the insurer's decision to provide this insurance, and that insurance will be provided, at the insurer's sole discretion, in reliance upon the truth of such information. It is hereby agreed and understood this insurance is provided by the **Company** in consideration of payment of the required premium. The insurance under the policy begins on the Effective Date shown in the Insuring Agreement of the policy. The acceptance of the policy terminates any prior policy of the same policy number, effective with the inception of the policy.

Fraud Warning

Any person who, knowingly and with intent to defraud any insurance company or other person, files an application for insurance containing any false information, or conceals for the purpose of misleading, information concerning any material fact thereto, commits a fraudulent insurance act, which is a crime.

Name of Policyholder: _____

_____ Date

_____ Signature

_____ Title



Company Authorized Representative

ITB No. 24-64121500-H
Attachment E
Responsiveness Requirements
Commercial Property Insurance

REFERENCE	RESPONSIVENESS REQUIREMENTS
ITB	The person submitting the Bid and its pricing certifies that the person is authorized by the Bidder to respond to this solicitation on the Bidder's behalf, in compliance with ITB Section 5.1.
PUR1001 form	The Bidder certifies that neither the Bidder, nor its affiliates, is a convicted vendor or a discriminatory vendor as described in section 287.133 and section 287.134, Florida Statutes, respectively.
ITB	The Bidder certifies that the Bidder is in compliance with ITB Section 6.1, which modifies Section 9 of the PUR1001 form.
ITB	The Bidder certifies that it is not on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, and is not participating in a boycott of Israel, in compliance with ITB Attachment C, Special Contract Conditions, Section 5.5.
ITB	The Bidder certifies that, if awarded a Contract, the Bidder shall provide the Department with a PDF file of its current and active registration with the Department of State prior to contract execution. Pursuant to section 607.1501, Florida Statutes, out-of-state corporations, as may be required, must obtain a current and active Florida Certificate of Authority, in compliance with ITB Section 4.4 Website: www.sunbiz.org .
ITB	The Bidder certifies that, if awarded a Contract, the Bidder shall register and complete an electronic Florida Substitute Form W-9 prior to Contract execution, in compliance with ITB Section 4.5.
ITB	The Bidder certifies any agents assigned to this insurance Policy must maintain current and active insurance license(s) required to secure the insurance described in the ITB, in compliance with ITB Section 2.8.2.
ITB Attachment F	The Bidder certifies it has provided to the Department pricing on Attachment F, Price Sheet.
ITB	The Bidder certifies that the Bidder and the selected Underwriter possess a valid and current certificate of authority with the appropriate line of business as described in this ITB, in accordance with section 624.404, Florida Statutes, or are an eligible surplus lines insurer in accordance with section 626.915, Florida Statutes, in compliance with ITB Section 5.1.

REFERENCE	RESPONSIVENESS REQUIREMENTS
ITB	The Bidder certifies that the Bidder and the selected Underwriter have 10 years of experience in the placement and account management of the insurance coverage described in this ITB in compliance with ITB Section 5.1.
ITB	The Bidder certifies that the quote proposed for this ITB was not reserved for quoting in advance of the solicitation advertisement exclusively for the Bidder, in compliance with ITB Section 4.1.3.
ITB	The Bidder certifies that the selected Underwriter has an A.M. Best Key Financial Rating of at least A- or a Financial Performance Rating of V from the current A.M. Best's Key Rating Guide in compliance with ITB Section 4.1.3.
ITB	The Bidder certifies it has provided the selected Insurer's most recent A.M. Best Rating Information, along with the Insurer's quotation, in compliance with ITB Section 4.1.3.

Signature below certifies that the signatory has the authority to respond to this solicitation on the Bidder's behalf and certifies conformance with all Responsiveness Requirements listed above.

Name of Bidder's Organization

Date

Signature of Organization's Authorized Representative

Date

Bidder:

Bid: Accidental Death & Dismemberment Statutory Death Benefits

ITB No: 03-84131600-W

To be eligible for award:

1. A Bidder may provide pricing for either policy period 1; policy periods 1 and 2; policy periods 1, 2 and 3; or policy periods 1, 2, 3 and 4. No other combination of policy periods will be accepted.
2. Bids for multiple policy periods shall be discounted in accordance with Section 5.6 of the ITB. (Awarded Bidder will be paid the total premium including assessments and fees).
3. Bidders shall not include Terrorism Risk Insurance (TRIA) premium pricing, as this coverage is not required on this policy.
4. Bidders must input an annual rate per person for all covered personnel codes A through I in the cells highlighted in yellow for each policy period the Bidder intends to submit a Bid. The resulting annual premium for that policy period will be auto-calculated. The worksheet is locked and will move to these areas.
5. If applicable, provide any assessment or fee in this price sheet in accordance with the instructions below.
6. Provide pricing in dollar amounts; amounts cannot include fraction of cents.
7. Complete this price sheet in accordance with these instructions and the ITB

Bidders not submitting pricing for Policy Periods 2, 3 or 4 should not input any data into those pricing fields; pricing fields are coded for a numeric response, and anything other than a numeric response will render an error code in the Calculated Premium cell.

				Period: Inflation Rate:		1 2.20%		2 2.20%		3 2.20%		
		Policy Period 1 11/30/19-*11/30/20		Policy Period 2 11/30/20-*11/30/21		Policy Period 3 11/30/21-*11/30/22		Policy Period 4 11/30/22-*11/30/23				
Code	Covered Personnel	# of Covered Persons	Rate	Annual Premium	Rate	Annual Premium	Rate	Annual Premium	Rate	Annual Premium	Rate	Annual Premium
A	Law Enforcement	3,149	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B	Law Enforcement Officer, Investigator or Inspector	1,296	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
C	Pilots	48	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D	Reserve, Volunteer, Auxiliary	327	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
E	Patrol Officers	435	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
F	Firefighters	729	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
G	Certified Correctional Officers, Security Officers, Bailiff, or Process Servers	274	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
H	Trainers	44	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
I	Governor's Pilots	5	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Premium Sub-Total \$ - \$ - \$ - \$ -

Bidders must provide the name of any assessment or fee and it's applicable percentage of the premium sub-total (excluding inspection fees) in the cells below. The associated cost of any added assessment or fee (excluding inspection fees) will autocalculate based on the applicable percentage. For an inspection fee (if applicable), provide the cost in the applicable yellow highlighted cell.

As applicable	<Insert Name of Assessment or Fee>	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -				
	<Insert Name of Assessment or Fee>	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -				
	Inspection Fee (if Applicable)		\$ -		\$ -		\$ -		\$ -				
Total Premium Including Any Assessments or Fees			\$ -			\$ -			\$ -			\$ -	
Discounted Premium Including Any Assessments or Fees			\$ -			NO BID			NO BID			NO BID	
Calculated Premium			\$ -										

ITB No: 03-84131600-W
Attachment F
Price Sheet Supplement
Positions by Agency

Agency/University	Acronym	Position	Number of Covered Positions
Third District Court of Appeal	3DCA	B	8
		G	2
Fourth District Court of Appeal	4DCA	A	13
Fifth District Court of Appeal	5DCA	A	6
Agency for Persons with Disabilities	APD	G	60
Department of Business and Professional Regulation	DBPR	B	111
Department of Children and Families	DCF	F	17
		G	182
Department of Financial Services	DFS	B	258
		F	80
Department of Highway Safety and Motor Vehicles	DHSMV	A	1695
		B	243
		C	8
		D	267
		H	28
Department of Legal Affairs (Office of the AG)	OAG - DLA	B	78
Florida Department of Law Enforcement	FDLE	A	468
		C	5
		D	24
		I	5
Department of Agriculture and Consumer Services	DACCS	A	211
		B	29
		C	24
		F	632
Florida Agricultural and Mechanical University	FAMU	E	35
Florida Atlantic University	FAU	E	53
Florida Gulf Coast University	FGCU	E	21
Florida Polytechnic University	FPU	A	4
		E	6
Florida School for the Deaf and Blind	FSDB	E	10
Florida State University	FSU	B	71
Fish and Wildlife Conservation Commission	FWC	A	708
		B	115
		C	11
		D	20
		H	13

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Price Sheet Supplement
Positions by Agency

Justice Administrative Commission	JAC	A	21
		B	376
		D	16
		G	27
New College of Florida	NCF	E	16
Florida Supreme Court (formerly OSCA)	SC	A	23
		G	2
University of Central Florida	UCF	B	7
		E	75
		G	1
		H	3
University of Florida	UF	E	92
University of North Florida	UNF	E	32
University of South Florida	USF	E	73
University of West Florida	UWF	E	22
Total			6307

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Attachment F
Price Sheet Supplement
Pilot Information

HSMV Pilot	Flight Hrs (Career)	Aircraft Info	Tail #	Crew
1	3,068	81 Cessna 172RG	N610HP	1
2	12,187	06 Cessna 182T	N611HP	1
3	610	81 Cessna 172P	N612HP	1
4	3,621	00 Cessna T206H□	N531HP	1
5	3,475	85 Cessna R182	N706HP	1
6	1,624	02 Cessna 172S	N267HP	1
7	8,262	06 Cessna 182T	N25HP	1
8	8,963	67 Piper PA 31	N91HP	2
		00 Cessna T206H	773HP	1

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Attachment F
Price Sheet Supplement
Pilot Information

FWC Pilot Name	Fixed Wing Aircraft Hours	Helicopter Flight Hours	Aircraft Info	Tail #	Crew
1	400	2600	70 Bell OH-58A	N239FW	1
			72 Bell OH-58A	N235FW	1
			69 Bell UH-1H	N205FW	2
			06 Bell LongRanger IV	N402FW	1
2	7500	1660	80 Cessna 182 RG	N945FW	1
			83 Partenavia P68C	N483FW	2
			76 Bell Jet Ranger 206 III	N86FW	1
			91 Bell 206B III	N118FW	2
			04 Cessna 182	N420FW	1
3	3800	40	02 P68 Observer	N419FW	2
			04 Cessna 182	N420FW	1
			04 Cessna 182	N421FW	1
4	823	0	80 Cessna 182 RG	N945FW	1
5	1440	0	80 Cessna 182 RG	N945FW	1
			04 Cessna 182	N420FW	1
6	3215	362	04 Cessna 182	N420FW	1
			83 Partenavia P68C	N483FW	2
			80 Cessna 182 RG	N945FW	1
7	1810	3700	72 Bell OH-58A	N235FW	1
			04 Cessna 182	N420FW	1
			76 Bell Jet Ranger 206 III	N86FW	1
			06 Bell LongRanger IV	N401FW	1
			69 Bell UH-1H	N205FW	2
8	4200	0	04 Cessna 182	N420FW	1
			83 Partenavia P68C	N483FW	2
			78 Rockwell 500S	N106FL	2
9	In Training				
10	In Training				
11	In Training				

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Attachment F
Price Sheet Supplement
Pilot Information

FDLE Pilot Name	Fixed-Wing Aircraft Flight Hours	Aircraft Info	Tail #	Crew
<i>*Governor's designated pilots are in bold italics below</i>				
1	12,683	03 Beech King Air 350 / 79 Cessna 172	N357RL / N5446D	1
2	16,000	06 Bell LongRanger IV	N326MC	1
3	8,400	76 Cessna 182 / 04 Cessna 182T Skylane	N1336S / N326MC	1
4	8,200	04 Cessna 182T Skylane / 03 Beech King Air 350	N326MC / N357RL	1
5	8,300	03 Beech King Air 350 / 79 Cessna 172	N357RL / N5446D	1
6	130	79 Cessna 172	N5446D	1
7	10,100	03 Beech King Air 350 / 79 Cessna 172	N357RL / N5446D	1
8	830	76 Cessna 182 / 04 Cessna 182T Skylane	N1336S / N326MC	1
*Vacant				
*Vacant				

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Attachment F
Price Sheet Supplement
Pilot Information

DACS Pilot Name	Flight Hrs	Aircraft Info	Tail #	Crew
1	12,765	70 Piper PA 31	N107FC	2
2	1,213	70 Bell UH-1H	N120FC	1
3	5,531	64 Bell UH-1H	N121FC	1
4	7,263	65 Bell UH-1H	N122FC	1
5	12,116	64 Bell UH-1H	N124FC	1
6	6,582	69 Bell UH-1H	N128FC	1
7	5,519	82 Piper PA 28	N134FC	1
8	7627	82 Piper PA 28	N136FC	1
9	5,883	82 Piper PA 28	N138FC	1
10	5,844	82 Piper PA 28	N139FC	1
11	4,222	82 Piper PA 28	N140FC	1
12	5,451	82 Piper PA 28	N142FC	1
13	969	82 Piper PA 28	N143FC	1
14	3,786	06 Cessna 182T	N151FC	1
15	5,461	06 Cessna 182T	N154FC	1
16	3,577	06 Cessna 182T	N155FC	1
17	5,694	06 Cessna 182T	N157FC	1
18	1,516	08 Cessna 182T	N158FC	1
19	1,100	08 Cessna 182T	N159FC	1
20	1,641	70 Bell UH-1H	N125FC	1
<i>Not Assigned</i>		80 Piper PA 31	N109FC	2
<i>Not Assigned</i>		71 Bell OH-58A	N110FC	1
<i>Not Assigned</i>		71 Bell OH-58A	N114FC	1
<i>Not Assigned</i>		82 Piper PA 28	N137FC	1
<i>Not Assigned</i>		79 Piper PA 28	N147FC	1
<i>Not Assigned</i>		17 Cessna 182T	N149FC	1
<i>Not Assigned</i>		06 Cessna 182T	N153FC	1
<i>Not Assigned</i>		78 Piper PA 28	N160FC	1

A	<p style="text-align: center;">Law Enforcement</p> <p>Individuals elected, appointed, or employed full time by any municipality or the state or any political subdivision thereof; who is vested with authority to bear arms and make arrests; and whose primary responsibility is the prevention and detection of crime or the enforcement of the penal, criminal, traffic, or highway laws of the state, and/or the location, handling, and disposal of explosive devices. This definition includes all certified supervisory and command personnel whose duties include, in whole or in part, the supervision, training, guidance, and management responsibilities of full-time law enforcement officers, part-time law enforcement officers, or auxiliary law enforcement officers but does not include support personnel employed by the employing agency.</p>
B	<p style="text-align: center;">Law Enforcement Officer: Investigator or Inspector</p> <p>Employees of the state employed on a full-time basis by a state attorney, and each special investigator appointed by the state attorney pursuant to the provisions of section 27.251, Florida Statutes, are law enforcement officers of the state, are conservators of the peace, and are under the direction and control of the state attorney who employs him or her with full powers of arrest, in accordance with the laws of this state. This individual has the authority to make arrests, serve court documents, and carry weapons on their person in the same manner as other law enforcement officers in accordance with section 27.255, Florida Statutes. Duties may include wildlife and environmental protection and enforcement. Covered occupations include public defender investigators, investigators, inspectors, and state park patrol officers.</p>
C	<p style="text-align: center;">Pilots</p> <p>Employees of the state who are vested with the authority to bear arms and make arrests and whose primary responsibility is the prevention and detection of crime or the enforcement of the criminal laws of the state. This classification includes employees who are certified by the Federal Aviation Agency and have been approved as state pilots. Pilot responsibilities include, but are not limited to: fire detection, fire suppression, aerial ignition, prescribed burning, survey of fire and insect damage, aerial coordination of ground personnel, and transportation of firefighting personnel; search and rescue, conservation management; surveillance and detection of illicit drug traffic and domestic marijuana eradication; and research.</p>
D	<p style="text-align: center;">Reserve, Volunteer, Auxiliary Officers</p> <p>Auxiliary law enforcement officers are any person employed or appointed, with or without compensation, who aids or assists a full-time or part-time law enforcement officer and who, while under the direct supervision of a full-time or part-time law enforcement officer, has the authority to arrest and perform law enforcement functions. Auxiliary correctional officers are any person employed or appointed, with or without compensation, who aids or assists a full-time or part-time correctional officer and who, while under the supervision of a full-time or part-time correctional officer, has the same authority as a full-time or part-time correctional officer for the purpose of providing supervision, protection, care, custody, and control of inmates within a correctional institution or a county or municipal detention facility.</p>
E	<p style="text-align: center;">Patrol Officers</p> <p>Employees of the state who are vested with the authority to patrol the state highways and regulate, control, and direct the movement of traffic thereon; to maintain the public peace by preventing violence on highways; to apprehend fugitives from justice; to enforce all laws regulating and governing traffic, travel, and public safety upon the public highways and providing for the protection of the public highways and public property thereon, including the security and safety of this state's transportation infrastructure; to make arrests without warrant for the violation of any state law committed in their presence in accordance with state law; to regulate and direct traffic concentrations and congestions; to enforce laws governing the operation, licensing, and taxing and limiting the size, weight, width, length, and speed of vehicles and licensing and controlling the operations of drivers and operators of vehicles, including the safety, size, and weight of commercial motor vehicles; to collect all state fees and revenues levied as an incident to the use or right to use the highways for any purpose, including the taxing and registration of commercial motor vehicles; to require the drivers of vehicles to stop and exhibit their driver licenses, registration cards, or documents required by law to be carried by such vehicles; to investigate traffic accidents, secure testimony of witnesses and of persons involved, and make report thereof with copy, if requested in writing, to any person in interest or his or her attorney; to investigate reported thefts of vehicles; and to seize contraband or stolen property on or being transported on the highways; to assist other constituted law enforcement officers of the state to quell mobs and riots, guard prisoners, and police disaster areas; and to make arrests in accordance with section 321.05, Florida Statutes.</p>
F	<p style="text-align: center;">Firefighter</p> <p>Employees of the state who are employed as a full-time firefighter within the fire department or public safety department of an employer whose primary responsibilities are the prevention and extinguishing of fires; the protection of life and property; and the enforcement of municipal, county, and state fire prevention codes and laws pertaining to the prevention and control of fires.</p>
G	<p style="text-align: center;">Certified Correctional Officers, Security Officers, Bailiff or Process Servers</p> <p>Full time employees of the state appointed or employed by the state or any political subdivision thereof, or by any private entity which has contracted with the state or county, and whose primary responsibility is the supervision, protection, care, custody, and control, or investigation, of inmates within a correctional institution; however, the term "correctional officer" does not include any secretarial, clerical, or professionally trained personnel.</p>
H	<p style="text-align: center;">Trainers</p> <p>Employees of the state who are vested with authority to bear arms and make arrests and whose primary responsibility is law enforcement training.</p>
I	<p style="text-align: center;">Governor's Pilots</p> <p>Employees of the state whose primary responsibility is to pilot the governor and state executives to events and meetings using state aircraft.</p>

ITB No. 03-84131600-W
AD&D Statutory Death Benefits
Attachment G
Certification of Drug-Free Workplace Form

Section 287.087, Florida Statutes, provides that, where identical tie bids are received, preference shall be given to a bid received from a bidder that certifies it has implemented a drug-free workforce program. Please sign below and return this form to certify that your business has a drug-free workplace program, if applicable.

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in Subsection (1).
- 4) In the statement specified in Subsection (1), notify the employees, as a condition of working on the commodities or contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any State, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements. False statements are punishable at law.

Bidder's Name:

By: _____ Authorized Signature
_____ Print Name and Title

ITB No: 03-84131600-W
AD&D Statutory Death Benefits
Attachment H
Broker Information Form

Bidder: _____

FEIN: _____

Bid/Insurance Policy Administration

Please identify the person who is to be responsible for administering the Insurance Policy on your behalf if award is made and include an emergency contact phone number.

Name: _____

Title: _____

Street Address: _____

E-mail Address: _____

Phone Number(s): _____

Fax Number: _____

Emergency Number: _____

If the person responsible for answering questions about the Bidder's Bid is different from the person identified above, please provide the same information for the person responsible for answering questions about the Bidder's Bid.

Name: _____

Title: _____

Street Address: _____

E-mail Address: _____

Phone Number(s): _____

Fax Number: _____

