

**KENTUCKY LEAGUE OF CITIES INSURANCE SERVICES  
(KLCIS)**

*LIABILITY COVERAGE DECLARATIONS*

Name of Insured: Powell's Valley Water District

Policy Number:



Address: 31 Adams Ridge Road  
Clay City, Kentucky 40312

Agent of Record: Kentucky Trust Company DBA Whitaker Insurance Group

Coverage Period: from **7/1/2023** at 12:01a.m. Standard (or Daylight) time to **7/1/2024** at 12:01 a.m. Standard (or Daylight) time at the mailing address shown above. For purposes of the prior acts coverage endorsement, this policy shall be deemed renewed annually one year from the initial coverage date.

Subject to all terms of this policy, KLCIS agrees to provide you with coverages shown below for which a premium is shown and you pay to us.

<b>COVERAGE</b>	<b>LIMIT Per Occurrence</b>	<b>DEDUCTIBLE Per Occurrence</b>	<b>PREMIUM 7/1/2023-7/1/2024 Installment</b>
Commercial General Liability	\$1,000,000	\$0	\$5,738.32
Garage Keepers Liability	No Coverage	No Coverage	No Coverage
Public Officials Liability	No Coverage	No Coverage	No Coverage
Law Enforcement Liability	No Coverage	No Coverage	No Coverage
Sewer Backup Liability	\$100,000	\$0	\$1,528.59
Business Auto Liability	\$1,000,000	\$0	\$2,179.80
Auto Physical Damage	Actual Cash Value	See Vehicle Schedule	\$825.60
<b>TOTAL PREMIUM</b>			<b>\$10,272.31</b>

**\*In the event of an "Occurrence" or "Accident" which invokes more than one type of coverage under the same or different policies issued by KLCIS, then the liability of KLCIS shall not exceed the highest applicable limit under any one coverage.**

**Your policy may contain premium adjustments for the following:**

Loss Control, GL Liability Review	0%
Loss Control, Sewer Backup Liability Review	0%
Loss Control, Auto Liability Review	0%

**PRIOR ACTS COVERAGE**

**If a date or dates appear below, you are being provided with coverage for accidents or occurrences or wrongful acts, which pre-date your current coverage period. Coverage provided by the Prior Acts endorsement may have been part of an earlier policy issued to you by KLCIS. If so, no dates will appear below and no additional Prior Acts coverage is afforded by this policy.**

General Liability	
Public Officials Liability	
Employee Benefits Liability	
Law Enforcement Liability	

**Basic Coverage Forms: KLCIS-GL'2023, KLCIS-BA'2023, KLCIS-Cyber'2023**

**Endorsements: KLCIS-SB'23, KLCIS-Cyber'2023**

**COVERAGE SUBLIMITS**

For each of the coverages for which you paid a premium the following sublimits apply:

**GENERAL LIABILITY**

Fire Damage Limit	\$100,000	Per Fire
Medical Expense Limit	\$5,000	Per Person
Employee Benefits Liability	\$1,000,000	Per Occurrence
Hazardous Response Team	\$1,000,000	Per Occurrence

**AUTOMOBILE LIABILITY**

Personal Injury Protection	\$10,000	Per Person
Uninsured Motorists	\$100,000	Per Accident
Underinsured Motorists	\$100,000	Per Accident
"Comprehensive", Collision Damage	(see vehicle schedule)	

**BUSINESS AUTOMOBILE POLICY DECLARATIONS**

**SCHEDULE OF COVERAGES AND COVERED AUTOMOBILES**

Each of the coverages will apply only to those AUTOMOBILES shown as covered AUTOMOBILES. AUTOMOBILES are shown as covered AUTOMOBILES for a particular coverage by the entry of one or more symbols as described in the coverage document.

COVERAGES	COVERED AUTOS	LIMIT (The most we will pay for any one accident or loss.)
Liability Coverage	1, 8, 9	\$1,000,000
Personal Injury Protection	5	\$10,000
Uninsured Motorist/ Underinsured Motorist Coverage	2	\$100,000

**PHYSICAL DAMAGE**

		LIMIT	DEDUCTIBLE
Comprehensive Coverage	7, 8	Actual Cash Value or Cost of Repair, whichever is less, minus deductible amount	See Vehicle Schedule
Collision	7, 8		See Vehicle Schedule

**NOTE:** Wherever the word "**policy**" appears in the attached forms or endorsements, it will be construed to mean the same as "**declarations**"; wherever the word "**company**" appears, it will be construed to mean the same as "**KLCIS**". Each of the coverages listed on page one of these declarations is separate and apply to these coverages only.

**This coverage has been placed with a liability self-insurance group which is known as the Kentucky League of Cities Insurance Services ("KLCIS"). KLCIS has received a certificate of filing from the Commonwealth of Kentucky and has provided continuous coverage to its members since July 1, 1987.**

**Claims against group members are not covered by the Kentucky Insurance Guaranty Association.**

***KENTUCKY LEAGUE OF CITIES INSURANCE SERVICES***

by



5/31/2023

\_\_\_\_\_  
(Authorized Agent)

\_\_\_\_\_  
Date

***KENTUCKY LEAGUE OF CITIES INSURANCE AGENCY, INC.***

by



5/31/2023

\_\_\_\_\_  
(Authorized Agent)

\_\_\_\_\_  
Date

**KENTUCKY LEAGUE OF CITIES INSURANCE SERVICES**


**Schedule of Covered Vehicles**

**Name of Insured:** Powell's Valley Water District

**Policy Number:** [REDACTED] **Effective Date:** 7/1/2023

No.	Mem Veh#	Year	Make and Model	VIN #	Collision	DEDUCTIBLES		Premium
						Comp		
1		2018	Chevrolet Silverado	5631	\$500	\$500		\$1,001.80
2		2018	Chevrolet Silverado	3903	\$500	\$500		\$1,001.80
3		2018	Chevrolet Silverado	1401	\$500	\$500		\$1,001.80
					Grand Total:			\$ 3,005.40

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

Name of Insured: Powell's Valley Water District  
 Policy Number:   
 Effective Date: 7/1/2023  
 Expiration Date: 7/1/2024

**BREACH RESPONSE ENDORSEMENT**

In return for payment of the liability premium, and subject to all the terms of this policy, the company agrees with the Named Insured to provide the insurance as stated in this policy form.

Endorsement Aggregate Limit of Liability: \$1,000,000 for each member

<b>First Party Loss</b>	<b>Limit of Liability</b>	<b>Retention</b>
Business Interruption Loss	\$200,000 Aggregate	\$50,000 each incident
Cyber Extortion Loss	\$500,000 Aggregate	\$50,000 each incident
Data Recovery Loss	\$200,000 Aggregate	\$50,000 each incident
Reputational Loss	\$50,000 Aggregate	\$5,000 each incident
Breach Response	\$250,000 Aggregate	\$50,000 each incident
<b>Liability</b>		
Data and Network Liability	\$1,000,000 Aggregate	\$50,000 each claim
Regulatory Defense and Penalties	\$200,000 Aggregate	\$50,000 each claim
Payment Card Liabilities and Costs	\$200,000 Aggregate	\$50,000 each claim
Media Liability	\$1,000,000 Aggregate	\$50,000 each claim
<b>eCrime</b>		
Fraudulent Instruction	\$50,000 Aggregate	\$5,000 each loss
Funds Transfer Fraud	\$50,000 Aggregate	\$5,000 each loss
Telephone Fraud	\$50,000 Aggregate	\$5,000 each loss
Criminal Reward	\$20,000 Aggregate	\$0

The Breach Response aggregate of \$250,000 is in addition to the Endorsement Aggregate Limit of Liability for each member.

**NOTICES:**

Claim and Potential Claim Notices required to be provided to the Company under this policy shall be addressed to:

**KENTUCKY LEAGUE OF CITIES**

**INSURANCE SERVICES:**

100 East Vine Street, Suite 800  
 Lexington, KY 40507  
 Fax: (859) 977-0192  
 Phone: (800) 876-4552

Powell's Valley Water District

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

Name of Insured: Powell's Valley Water District

Policy Number: 

Effective Date: 7/1/2023

Expiration Date: 7/1/2024

**BREACH RESPONSE ENDORSEMENT (ADDENDUM)**

The Treaty Aggregate Limit For All Members: \$5,000,000

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

Name of Insured: Powell's Valley Water District

Policy Number:



Effective Date: 7/1/2023

**SEWER BACKUP ENDORSEMENT**

This endorsement modifies insurance provided under KLCIS General Liability Coverage Form (KLCIS-GL'2023).

Paragraph 19 of **EXCLUSIONS: A. Exclusions Applicable to All Coverages** is deleted in its entirety.

KLCIS will provide damages for "Bodily Injury" or "Property Damage", including any judgments or awards, defense costs charges and expenses, caused by an overflow, back-up, or escape of sewage from a sanitary sewer system owned, leased, maintained or operated by the "Insured" at \$100,000.00 per occurrence and subject to a deductible of \$.00 per occurrence.

KLCIS shall only be liable for those amounts payable hereunder in settlement or satisfaction of claims, judgments or awards, defense costs, charges and expenses which are in excess of the deductible(s) stated above. This deductible shall apply separately to each occurrence and shall be borne by the member and remain uninsured. If a Reimbursable Deductible Endorsement has been issued for this policy which sets forth a deductible amount for general liability, then the higher of [1] the deductible set forth in the Reimbursable Deductible Endorsement for general liability, or [2] the deductible set forth in this endorsement, shall apply. Notwithstanding anything to the contrary, KLCIS will not be responsible for any deductible retained by the member.

KLCIS shall advance payment of the deductible in order to expeditiously settle an outstanding claim. When this occurs, the member shall be obligated to reimburse the deductible amount to KLCIS within 30 days of the invoice date.

In the event of any recovery on a loss for which KLCIS has advanced payment of any deductible amount hereunder, such recovery shall accrue entirely to the benefit of KLCIS until the amount advanced by KLCIS has been recovered.



# What to do in a crisis?

Our retained crisis management consultants, Security Exchange Ltd are available globally 24/7 to advise and assist our insured clients; and to respond to emergency situations involving active assailant incidents.

In the event of an incident which may be covered under the terms of the policy, Security Exchange Emergency 24-hour Crisis Line must be informed immediately.

When calling the Crisis Line you will be asked for your name, company, contact telephone number and policy number (if available). These details will be escalated and a case manager will call back as soon as possible.

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NOTIFICATION OF AN INCIDENT TO SECURITY EXCHANGE DOES NOT CONSTITUTE NOTIFICATION UNDER THE POLICY. THE ROLE OF THE CRISIS CONSULTANTS IS LIMITED TO PROVIDING IMMEDIATE ASSISTANCE AND GUIDANCE TO THE ASSURED IN THE EVENT OF AN ACTUAL OR THREATENED INSURED EVENT. CONSULTANTS DO NOT HAVE THE AUTHORITY ON BEHALF OF UNDERWRITERS TO DEAL WITH MATTERS OF POLICY COVERAGE OR THE APPLICATION OF POLICY TERMS AND CONDITIONS.

**CRISIS LINE**  
**+1 312-500-5093**



# Active Assailant Policy



<b>Policy Number:</b> [REDACTED]	
<b>Policy Period: From:</b> 07/01/2023 12:01 am local standard time <b>To:</b> 07/01/2024 12:01 am local standard time	
<b>Coverage Provided By:</b> Kentucky League of Cities Insurance Services	
<b>Original Insured(s):</b> Active members of the Property or Liability Kentucky League of Cities Insurance Services Programs	
<b>Law and Jurisdiction:</b> Kentucky, United State of America	<b>Service of Suit Nominee:</b> Secretary, Legal Department, Markel Service Incorporated, Ten Parkway North, Deerfield, Illinois 60015

## Insured Details:

<b>Insured Locations:</b> All property declared.
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## Policy Limits:

<b>Property Damage</b>	<b>Limits:</b> USD 250,000 per member	<b>Deductible:</b> None
<b>Time Element</b>	<b>Limits:</b> USD 250,000 per member	<b>Deductible:</b> 24 hours any one <b>Occurrence</b>  <b>Deductible iro Denial of Access:</b> 6 hours any one <b>Occurrence</b>
<b>Third Party Liability</b>	<b>Limits:</b> USD 250,000 per member	<b>Deductible:</b> USD 5,000 any one <b>Occurrence</b>

<b>Ancillary Support</b>	<b>Coverage:</b>	<b>Limits:</b>	<b>Deductible:</b>
	Medical and dental expenses	USD 20,000 per person	None
	Counselling costs	USD 10,000 per injured person USD 5,000 per non-injured person	None
	Funeral costs	USD 10,000 per person USD 150,000 per member	None
	Crisis management service	USD 100,000 per member	None
	Employee retraining costs	USD 10,000 per person	None
	Replacement employee recruitment costs	USD 250,000 per member	None

<b>Aggregate limit across all coverage sections</b>	
<b>Per Member</b>	<b>Limit:</b> USD 250,000 any one <b>Occurrence</b> and in the annual aggregate
<b>Annual Aggregate</b>	<b>Limit:</b> USD 1,000,000 in the annual aggregate for all members of Kentucky League of Cities Property & Liability program

**Express Warranties & Subjectivities:**

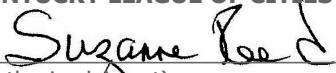
Warranted no known or reported losses or incidents of the type of event covered under this policy prior to 07/01/2020.

**Endorsements:**

KLCIS City Sponsored Event Endorsement – included in coverage form

This coverage has been placed with a liability self-insurance group which is known as the Kentucky League of Cities Insurance Services ("KLCIS"). KLCIS has received a certificate of filing from the Commonwealth of Kentucky and has provided continuous coverage to its members since July 1, 1987. Claims against group members are not covered by the Kentucky Insurance Guaranty Association.

**KENTUCKY LEAGUE OF CITIES INSURANCE SERVICES** by

  
 (Authorized Agent)

5/6/2023  
 Date

**KENTUCKY LEAGUE OF CITIES INSURANCE AGENCY, INC.** by

  
 (Authorized Agent)

5/6/2023  
 Date