

# KENTUCKY LEAGUE OF CITIES INSURANCE AGENCY PREMIUM SUMMARY

CITY/AGENCY:	Fleming County Water Association, Inc.
POLICY TERM:	7/1/2024 to 7/1/2025

General Liability	\$1million limit	\$0 deductible	\$4,770.98
Public Officials	\$1million limit	\$0 deductible	\$1,999.99
<b>Business Auto</b>	\$1million limit	\$0 deductible	\$6,174.86
Auto Physical Dan	nage		\$2,687.42
Cyber Liability			\$1,000.00
<b>Total Liability Pre</b>	mium:		\$16,633.25
Property			\$6,551.44
Inland Marine			\$868.26
Crime			\$759.03
Total Property Pre	emium:		\$8,178.73
Workers Compens	sation		\$6,006.88
Total Premium Du	ie:		\$30,818.86

Please do not assume coverage or limits not included in this quotation. This quotation may reflect different or reduced coverage and / or limits from your original request or The expiring policy.

To accept this proposal as quoted, please sign and date this Premium Summary sheet and email it back to terawford@klc.org.

6-13-24 Accept Reject \$ignature Date

Changes or comments:

# INSURANCE SUMMARY

Member Name - Fleming County Water Association, Inc. Policy Period - 7/1/2024 - 7/1/2025



Earthquake Deductible	\$25,000 or 2% of TIV's for Each Damaged Location
Flood (Zones B, C, & X Only)*	\$4,723,553 Per Occurrence
	\$50,000,000 Annual Aggregate for All Members
Flood Deductible	\$25,000 Each Occurrence
Terrorism Damage	\$4,886,133
Business Income/Extra Expense/Rental Value	\$2,000,000 Each Occurrence
BI/EE/RV Deductible	24 Hours
Transportation	\$500,000 Each Conveyance/Occurrence
Specially Trained Canine Mortality	\$15,000
Specially Trained Canine Training	\$50,000
*Earthquake limits subject to earthquake region and pool aggregate and Flood limits subject to pool aggregate.	
*Valuation on equipment - subject to reporting of 100% replacement cost value	
EQUIPMENT BREAKDOWN PROTECTION	
Combined Property Damage, Business Income/Extra	\$50,000,000 Per Breakdown and Annua
Expense	Aggregate for All Members
Utility Interruption	\$2,000,000 Per Breakdowr
Newly Acquired Locations	\$1,000,000 for 30 Days
Ordinance or Law	\$100,000 Per Breakdowr
Expediting Expenses	\$2,500,000 Per Breakdowr
Spoilage	\$25,000 Per Breakdowr
Water Damage	\$100,000 Per Breakdowr
Hazardous Substances	\$100,000 Per Breakdowr
Data & Media	\$25,000 Per Breakdowr
Ammonia Contamination	\$25,000 Per Breakdowr
Consequential Loss	\$25,000 Per Breakdowr
Equipment Breakdown Deductibles	\$1,000 Per Breakdown Except
Damage to Electrical Transformers	\$1.50 per KVA of all damaged transformers, o \$1,000, whichever is greater per breakdowr
Business Income/Extra Expense	24 Hours
Crime	
Forgery or Alteration Limit	\$100,000
Forgery or Alteration Deductible	\$500
TD&D Inside Limit	\$150,000
TD&D Inside Deductible	\$750
Public Employee Dishonesty Limit	\$100,000
Public Employee Dishonesty Deductible	\$500

\$500
\$150,000
\$750

This summary is subject to the actual policy terms, conditions, limits, and exclusions.

# **INSURANCE SUMMARY**

AUTOMOBILE

**Deductible Each Occurrence** 

Comprehensive/Collision Deductibles

Personal Injury Protection

**Uninsured Motorists** 

Underinsured Motorists

Bodily Injury/Property Damage Each Occurrence

Member Name - Fleming County Water Association, Inc. Policy Period - 7/1/2024 - 7/1/2025

COVERAGE TYPE	
GENERAL LIABILITY	
Each Occurrence Limit	\$1,000,000
Aggregate Limit	Unlimited
Deductible Each Occurrence	\$0
Fire Damage Limit	\$100,000 Per Fire
Medical Expense Limit	\$5,000 Per Person
Employee Benefits Liability	\$1,000,000 Per Occurrence
EBL Retro Date:	N/A
Hazardous Response Team	\$1,000,000 Per Occurrence
Defense Costs	Outside of Limits
Cost of Bail Bonds	\$5,000
Loss of Income (Result of our request)	\$500 Per Day
Volunteers	Covered
PUBLIC OFFICIALS LIABILITY - INCLUDES EMPLOYMENT PRACTICES LIABILITY	
Each Occurrence Limit	\$1,000,000
Aggregate Limit	Unlimited
Deductible Each Occurrence	\$0
Coverage Form	Occurrence
Prior Acts Date (Public Officials):	N/A
Defense Costs	Outside of Limits
Cost of Bail Bonds	\$5,000
Loss of Income (Result of our request)	\$500 Per Day
Volunteers	Covered
Criminal Defense Coverage Reimbursement	\$10,000

Insurance Services

\$1,000,000

\$10,000 Each Person

See Auto Schedule

\$100,000 Each Accident

\$100,000 Each Accident

\$0

Towing for Disablement	\$50
Rental Expense for Theft	\$50 Per Day/\$1,500 Ma
Waiver of Depreciation	Vehicles 4-model year or Newe
Defense Costs	Outside of Limit
Cost of Bail Bonds	\$5,000
Loss of Income (Result of our request)	\$500 Per Da
Volunteers	Covered
Hired Car Physical Damage	Include
Stated Amount Endorsement	See Auto Schedule
CYBER	
Member Annual Aggregate Limit	\$1,000,00
Policy Annual Aggregate Limit All Members	\$10,000,00
Retention (Deductible)*	\$50,00
Data & Network Liability	\$1,000,000 Each Claim/\$1,000,000 Aggregat
Electronic Media	\$1,000,000 Each Claim/\$1,000,000 Aggregat
Cyber Extortion	\$300,000 Each Claim/\$1,000,000 Aggregat
Regulatory Defense and Penalties	\$1,000,000 Each Claim/\$1,000,000 Aggregat
Reputational Loss	\$1,000,000 Each Claim/\$1,000,000 Aggregat
Business Interruption Loss	\$1,000,000 Each Claim/\$1,000,000 Aggregat
Contingent Business Interruption Loss	\$50,000 Each Claim/\$1,000,000 Aggregat
Payment Card Industry Liabilities & Costs	\$1,000,000 Each Claim/\$1,000,000 Aggregat
Social Engineering Loss	\$25,000 Each Claim/\$1,000,000 Aggregat
Data Recovery Costs	\$1,000,000 Each Claim/\$1,000,000 Aggregat
Betterment Expense	\$25,000 Each Claim/\$1,000,000 Aggregat
Reward Expense	\$25,000 Each Claim/\$1,000,000 Aggregat
Attendance Expense (Hearings/Trials)	\$25,000 Each Claim/\$1,000,000 Aggregat
Active Assailant Coverage	
Each Occurrence Limit	\$250,00
Pool Aggregate	\$1,000,000

This summary is subject to the actual policy terms, conditions, limits, and exclusions.

# KENTUCKY LEAGUE OF CITIES INSURANCE SERVICES (KLCIS)

# PROPERTY COVERAGE QUOTE

Name of Insured:	Fleming County Water Association, Inc.	
Policy Number:	Q-4257793	
Mailing Address:	P.O. Box 327, Flemingsburg, Kentucky 41041	
Agent of Record:	Hickerson Agency LLC	
Coverage Period:	from <b>7/1/2024</b> at 12:01a.m. Standard (or Daylight) time to <b>7/1/2025</b> at 12:01 a.m. Standard (or Daylight) time at the mailing address shown above.	

In return for the payment of the contribution, and subject to all the terms of this certificate, KLCIS and the Trust agree with the above to provide the coverage as stated in the Declaration. Refer to the attached Property Coverage Document for details of coverage provided.

All Real & Personal Property per attached Statement of Values.

TYPE OF COVERAGE	LIMIT OF COVERAGE	
Building and Personal Property	\$4,723,553	Per Occurrence
Scheduled Equipment	\$162,580	Per Occurrence
Fine Arts	No Coverage	Per Occurrence
Valuable Papers	\$500,000	Per Occurrence
Flood (ZONES B,C, AND X ONLY)	\$4,886,133 \$50,000,000	Per Occurrence Annual Aggregate for All Participating Members
Earthquake	\$60,000,000	Annual Aggregate for All Participating Members See Earthquake endorsement for applicable limit for each region.
Terrorism Damage	\$4,886,133	Per Occurrence
Business Income/Extra Expense/Rental Value	\$2,000,000	Per Occurrence
Transportation	\$500,000	Per Conveyance / Per Occurrence

Equipment	<b>Breakdown</b>	<b>Protection</b>	Coverage Limits
			-

١			
	Combined Property Damage, Business Income / Extra Expense	\$50,000,000	Per Breakdown and annual aggregate for all participating members
	Utility Interruption Coverage applies only if the interruption of	\$2,000,000 of service lasts at least 24	Per Breakdown consecutive hours, see deductible
	Newly Acquired Locations Number of Days Coverage	\$1,000,000	Per Breakdown 30 days
	Ordinance or Law	\$100,000	Per Breakdown
	Expediting Expenses	\$2,500,000	Per Breakdown
	Spoilage	\$25,000	Per Breakdown
	These following limits are part of, n	ot in addition to, the Pr	operty Damage Limit Per Breakdown
	Water Damage	\$100,000	Per Breakdown
	Hazardous Substances	\$100,000	Per Breakdown
	Data and Media	\$25,000	Per Breakdown
	Ammonia Contamination	\$25,000	Per Breakdown
	Consequential Loss	\$25,000	Per Breakdown
	<b>DEDUCTIBLES</b>		
١	Per Occurrence on All Perils Other Than Flood, Earthquake unless otherwise stated.	\$1,000.00	
	Per Occurrence for Earthquake	\$25,000 or 2% of TIV's fo	or each damaged location (whichever is greater)
	Per Occurrence for Flood	\$25,000	
	Per Occurrence for Scheduled Equipment	\$1,000.00	
	Per Occurrence for Fine Arts	No Coverage	
	Per Occurrence for Valuable Papers	\$250.00	
	Business Income/Extra Expense/Rental Value	24 hours	
	<u>Equipment B</u>	reakdown Protectio	n Deductibles
	Damage to Covered Property (excluding electrical transformers), Spoilage, Ammonia, Contamination, Consequential Loss, Newly Acquired Premises	l \$1,000 per breakdown	
	Damage to Electrical Transformers	\$1.50 per KVA of all darr greater, per breakdown	naged transformers, or \$1,000, whichever is

Business Income/ Extra Expense

24 hours deductible

# **BASIC COVERAGE FORMS**

KLCIS-BPP'2024, KLCIS-PCL'2020, KLCIS-PPC'2019, KLCIS-TRAN'2016, KLCIS-EQUAKE'2023, KLCIS-FL'2020, KLCIS-EB'2015, KLCIS-IF'2017, KLCIS-BI/EE/RENT'2016, KLCIS-TERRORISM'2024

## **ENDORSEMENTS**

KLCIS-PRANIML'2024, KLCIS-EQC'2021, KLCIS-IM'2016, KLCIS-CYBERLMA5400'2024, KLCIS-CYBERATTACK'2024

# TOTAL PREMIUM (7/1/2024 - 7/1/2025 Installment) \$7,419.70

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.

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

# KENTUCKY LEAGUE OF CITIES INSURANCE SERVICES

by

Sugare Reed

6/4/2024 Date

(Authorized Agent)

(Authorized Agent)

# KENTUCKY LEAGUE OF CITIES INSURANCE AGENCY, INC.

by

6/4/2024 Date

# KENTUCKY LEAGUE OF CITIES INSURANCE SERVICES (KLCIS)

# CRIME COVERAGE DECLARATIONS

Name of Insured:	Fleming County Water Association, Inc.
Policy Number:	Q-4257793
Mailing Address:	P.O. Box 327, Flemingsburg, Kentucky 41041
Agent of Record:	Hickerson Agency LLC
Coverage Period:	from <b>7/1/2024</b> at 12:01a.m. Standard (or Daylight) time to <b>7/1/2025</b> at 12:01 a.m. Standard (or Daylight) time at the mailing address shown above.

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

COVERAGE	LIMIT per occurrence	DEDUCTIBLE per occurrence	PREMIUM
Forgery or Alteration (Form B)	\$100,000	\$500	\$98.36
Theft, Disappearance & Destruction (Form C) - Inside	\$150,000	\$750	\$149.02
Theft, Disappearance & Destruction (Form C) - Outside	\$150,000	\$750	\$115.74
Public Employee Dishonesty (Form O)	\$100,000	\$500	\$297.55
Money Orders & Counterfeit Paper Currency Coverage (Form R)	\$100,000	\$500	\$98.36
TOTAL PREMIUM			\$759.03

**BASIC COVERAGE FORMS** 

KLCIS-CGP-LSF'2023, KLCIS-FORG'2001, KLCIS-TDD'2001, KLCIS-PED'2001, KLCIS-MOCP'2001

ENDORSEMENTS

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

Sugare Les d

6/4/2024 Date

(Authorized Agent)

KENTUCKY LEAGUE OF CITIES INSURANCE AGENCY, INC.

by

10 Total

6/4/2024

(Authorized Agent)

Date

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

Name of Insured:	Fleming County Water Association, Inc.
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Policy Number: Q-4257793

Effective Date: 7/1/2024

# SPECIFICALLY TRAINED ANIMAL COVERAGE ENDORSEMENT

The KLCIS Building & Personal Property Coverage Form (KLCIS-BPP'2024) is amended as follows: Exclusion b. Animals, contained in section A. Coverage, 2. Property Not Covered is removed only as it pertains to "Specifically Trained Canines".

- The following is added to the Building and Personal Property Coverage Form, Section A. Coverage, 1. Covered Property: d. "Specifically Trained Canines"
  - A. Coverage

We will pay \$15,000 for the death of "Specifically Trained Canines" resulting from accidents, injury, illness or disease. This includes death from "humane destruction". This payment would be applicable for each "Specifically Trained Canine".

- B. Additional Coverages
  - Theft We will pay \$15,000 for the theft of "Specifically Trained Canines". Payment will not be made until the "Specifically Trained Canine" has been out of your control for seven days. If we make a payment pursuant to theft and the animal is subsequently found alive, you will return that payment to us. This payment would be applicable for each "Specifically Trained Canine" each policy year.
  - Training Expense We will pay up to \$50,000 for the expenses associated with the purchase and training of a new canine to replace a "Specifically Trained Canine" that has died and for which you have been paid for that death by this endorsement.
  - 3. Veterinary Expense We will pay up to \$1,000 for each "Specifically Trained Canine" each policy year for medical expenses resulting from an injury or surgical procedures necessary to the health of the animal, including post-surgical hospitalization. We will pay up to \$100 for each "Specifically Trained Canine" each policy year for "routine veterinary care".
- C. Coverage Period

This coverage is effective twenty-four hours a day, seven days a week for as long as you are the sole owner of the "Specifically Trained Canine" and this policy is in force. Coverage ends when you are no longer the sole owner or when this policy has been cancelled.

D. Exclusions

The following exclusions apply to this "Specifically Trained Canine" Endorsement

- 1. Loss caused by mysterious disappearance or escape;
- 2. Use of a "Specifically Trained Canine" in any racing or gaming event;
- 3. Loss caused by intentional neglect or abuse; and
- 4. Dishonest or criminal acts (including theft) committed by you, any of your employees including temporary employees or authorized representatives

- E. "Specifically Trained Canines" Not Covered
  - 1. "Specifically Trained Canines" not solely owned by you;
  - 2. "Specifically Trained Canines" that become permanently unfit for or incapable of fulfilling their training purposes, as determined by a licensed veterinarian; and
  - 3. "Specifically Trained Canines" who have not completed their annual recertification.
- F. Definitions

The following definitions apply to this "Specifically Trained Canine" Endorsement

- 1. "Humane Destruction" means destruction of an animal in order to terminate continued suffering that is both incurable and excessive.
- 2. "Routine Veterinary Care" means annual physical examination, vaccines, parasite test, dental check and other bloodwork or tests that is recommended by the veterinarian.
- "Specifically Trained Canine" means a canine that has been certified and received their discipline accreditation for Patrol, Explosives, Search & Rescue, or Narcotics or any combination and is required to pass an annual recertification process.

All other terms and conditions of the KLCIS Building & Personal Property Coverage Form (KLCIS-BPP'2024) and the Property Policy Conditions (KLCIS-PPC'2019) remain unchanged.

#### PROPERTY POLICY

Fleming County Water Association, Inc.

## EQUIPMENT COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning, refer to Section F. - Definitions.

#### A. Coverage

We will pay for "loss" to Covered Property from any of the Covered Causes of Loss.

- 1. Covered Property, as used in this Coverage Form, means:
  - a. Your equipment as scheduled.
  - b. Similar property of others that is in your care, custody or control as scheduled.
  - c. Unscheduled equipment in your care that has been leased, borrowed, or rented from others. The most we will pay for "loss" in any one event for such equipment is \$250,000. We will cover such equipment in your possession up to 30 days. Any equipment that will be in your possession for a period of longer than 30 days must be added to the equipment schedule effective from the first day of your possession.
  - d. Un-manned aircraft or Watercraft as scheduled.
  - e. Your unscheduled equipment \$5,000 any one loss.
  - f. Your employee tools \$25,000 any one loss with limitation of \$1,500 per tool.

#### 2. Property Not Covered

- a. Automobiles, motor trucks, tractors, trailers, and similar conveyances designated for highway use and used for over the road transportation of people or cargo. However, this does not include:
  - 1. Self-propelled vehicles designed and used primarily to carry mounted equipment; or
  - 2. Vehicles designed for highway use that are unlicensed and not operated on public roads.
- b. Plans, blueprints, designs or specifications.
- c. Loaned, Leased or Rented Property-We do not cover property that you loan, lease or rent to others.
- d. Accounts, bills, currency, food stamps, or other evidence of debt, lottery tickets not held for sale, money, notes or securities.
- e. Contraband or property in the course of illegal transportation or trade.

#### 3. Covered Causes of Loss

Covered Causes of Loss means RISKS OF DIRECT PHYSICAL "LOSS" to Covered Property except those causes of "loss" listed in the Exclusions.

#### 4. Coverage Extensions

Additionally Acquired Property.

If during the policy period you acquire additional equipment of a type already covered by this form, we will cover such equipment for up to 60 days after you acquire it or until the end of the policy period, whichever occurs first. We will cover such additional equipment for up to:

- a. 25% of the Total Limit of Insurance shown in the Declarations; or
- b. \$150,000,

whichever is the lesser amount.

You agree to report the value of such equipment to us within the 60 day period and to pay an additional premium from the date you acquire it. If you do not report such equipment, coverage will cease automatically 60 days after the date the equipment is acquired, or at the end of the policy period, whichever occurs first.

#### 5. Additional Coverages

- a. Debris Removal
  - 1. We will pay your expenses to remove debris of Covered Property caused by or resulting from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the earlier of:
    - a. The date of direct physical "loss"; or
    - b. The end of the policy period.
  - 2. We will pay up to \$25,000 for any debris removal expense in any one occurrence.
  - 3. This coverage extension for debris removal does not apply to costs to:
    - a. Extract "pollutants" from land or water; or
    - b. Remove, restore or replace polluted land or water.
- b. Pollutant Cleanup and Removal
  - 1. We will pay your expenses to extract "pollutants" from land or water if the release, seepage, migration, escape, discharge or dispersal of the "pollutants" is caused by or results from a Covered Cause of Loss to Covered Property that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the covered loss.
  - 2. The most we will pay under this Coverage Extension is \$25,000 for the sum of all such expenses arising out of Covered Causes of Loss occurring during each separate 12 month period of this policy.
- c. Rental Expense Reimbursement

We will reimburse your rental expenses should a covered "loss" to equipment you own make it necessary to rent replacement equipment to continue your normal operations of the work in progress. We will reimburse these rental expenses provided you do not have equivalent idle equipment you can use and you restore or replace the lost or damaged equipment as soon as possible. Our reimbursement is limited to rental expenses incurred during the period of time beginning seventy-two (72) hours after the "loss" has occurred and continuing until the equipment has been restored, released or is no longer needed, whichever occurs first. The period of reimbursement will not be limited by the policy expiration date.

The most we will pay for all rental expense is \$1,500 per policy period and \$500 for any one day.

d. Fire Department Service Charge

When the fire department is called to save or protect Covered Property from a Covered Cause of Loss, we will pay up to \$10,000 for your liability for fire department service charges:

- 1. Assumed by contract or agreement prior to loss; or
- 2. Required by local ordinance.

A deductible does not apply to this Additional Coverage.

e. Fire Protection Devices

We will pay the expenses you incur to recharge or refill any fire protection device discharged as a result of fire or explosion. This Additional Coverage does not apply while actual work is being performed upon the fire protection system or while it is being tested.

The most we will pay under this Additional Coverage is \$1,000.

A deductible does not apply to this Additional Coverage.

#### **B.** Exclusions

- 1. We will not pay for a "loss" caused directly or indirectly by any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss".
  - a. Governmental Action

Seizure or destruction of property by order of governmental authority.

But we will pay for acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread if the fire would be covered under this Coverage Form.

- b. Nuclear Hazard
  - 1. Any weapon employing atomic fission or fusion, whether in time of peace or war; or
  - 2. Nuclear reaction or radiation, or radioactive contamination, however caused.

But we will pay for direct "loss" caused by resulting fire if the fire would be covered under this Coverage Form.

- c. War And Military Action
  - 1. War, including undeclared or civil war;
  - Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
  - 3. Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.
- 2. We will not pay for a "loss" caused by or resulting from any of the following:
  - a. "Loss" caused by or resulting from loss of use, business interruption, delay, or loss of market.
  - b. Missing property where the only proof of "loss" is unexplained or mysterious disappearance of covered property, or shortage of property discovered on taking inventory, or any other insurance where there is no physical evidence to show what happened to the covered property.
  - c. "Loss" caused by or resulting from release, discharge, seepage, migration, dispersal, or escape of "pollutants" unless the release, discharge, seepage, migration, dispersal, or escape is caused by a "specified cause of loss".

This exclusion does not apply to covered property in the custody of a carrier for hire.

- d. "Loss" caused by or resulting from voluntary parting with title to or possession of any property because of any fraudulent scheme, trick or false pretense.
- e. "Loss" caused by or resulting from Dishonest Acts by:
  - 1. You;
  - 2. Anyone else with an interest in the property;
  - 3. Your agents or their employees or authorized representatives;
  - 4. Anyone entrusted with the property, whether in collusion with others or occurring during the hours of employment; or
  - 5. Your partners, officers, directors, trustees, or joint ventures.
- f. "Loss" caused by or resulting from processing or work upon the property.

But we will pay for direct "loss" caused by resulting fire or explosion, if these causes of "loss" would be covered under this Coverage Form.

g. "Loss" caused by or resulting from voluntary parting with any property by you or anyone entrusted with the property if induced to do so by any fraudulent scheme, trick, device or false pretense.

- h. "Loss" caused by or resulting from unauthorized instructions to transfer property to any person or to any place.
- i. "Loss" caused by or resulting from contamination or deterioration including corrosion; decay; fungus; mildew; mold; rot; rust; wear and tear; or any quality, fault or weakness in the covered property that causes it to damage or destroy itself.
- j. Mechanical breakdown or electrical damage to electrical appliances or devices including wiring unless the "loss" is caused by lightning. But if fire results, we will pay for losses caused directly by fire.
- k. Marring, scratching, exposure to light, breakage of tubes, bulbs, lamps or articles made largely of glass (except lenses).
- I. "Loss" caused by or resulting from overload or weight of a load exceeding the registered lifting or supporting capacity of any machine.
- 3. Earth Movement
  - a. Earthquake, including earth sinking, rising or shifting related to such event;
  - b. Landslide, including any earth sinking, rising or shifting related to such event;
  - c. Mine subsidence, meaning subsidence of a man-made mine, whether or not mining activity has ceased.
  - d. Earth sinking (other than sinkhole collapse), rising or shifting including soil conditions which cause settling, cracking or other disarrangement of foundations or other parts of realty. Soil conditions include contraction, expansion, freezing, thawing, erosion, improperly compacted soil, the presence or lack of moisture or water in the soil and the action of water under the ground surface.

But if Earth Movement, as described in b.(1) through (4) above, results in fire or explosion, we will pay for the loss or damage caused by that fire or explosion.

e. Volcanic eruption, explosion or effusion. But if volcanic eruption, explosion or effusion results in fire, building glass breakage or Volcanic Action, we will pay for the loss or damage caused by that fire, building glass breakage or Volcanic Action.

Volcanic action means direct loss or damage resulting from the eruption of a volcano when the loss or damage is caused by:

- 1. Airborne volcanic blast or airborne shock waves;
- 2. Ash, dust or particulate matter; or
- 3. Lava flow

All volcanic eruptions that occur within any 168 hour period will constitute a single occurrence. Volcanic action does not include the cost to remove ash, dust or particulate matter that does not cause direct physical loss or damage to the described property.

#### C. Limits of Insurance

The most we will pay for "loss" in any one occurrence is the total applicable Limits of Insurance shown in the equipment schedule attached to this policy.

#### **D. Deductible**

We will not pay for "loss" in any one occurrence until the amount of the adjusted "loss" before applying the applicable Limits of Insurance exceeds the Deductible shown in the Declarations. We will then pay the amount of the adjusted "loss" in excess of the Deductible, up to the applicable Limits of Insurance.

#### E. Additional Conditions

The following conditions apply in addition to the Commercial Inland Marine Conditions and the Common Policy Conditions:

1. Coverage Territory

We cover property wherever located within:

a. The continental United States of America; and

b. Canada.

#### 2. Valuation

a. Property

The value of property will be the lesser of the following amounts:

- 1. The cost of reasonably restoring that property to its condition immediately before "loss"; or
- 2. The cost of replacing that property with substantially identical new property; or
- 3. The replacement cost value that applies to the covered property as shown on the equipment schedule.
- b. Property of Others

The value of property in your care, custody or control will be the lesser of:

- 1. The amount for which you are liable; or
- 2. Actual cash value; or
- 3. The limit that applies to the covered property.

In the event of "loss", the value of property will be determined as of the time of "loss". We do not cover more than your insurable interest in any property.

#### 3. Inspections and Surveys

- 1. We have the right to:
  - a. Make inspections of the equipment at any time to ensure replacement cost values;
  - b. Give you reports on the conditions we find; and
  - c. Recommend and endorse changes to values as needed to maintain replacement cost.

#### F. Definitions

- 1. "Loss" means accidental loss or damage.
- 2. "Pollutant" means;
  - a. Any solid, liquid, gaseous, thermal, or radioactive irritant or contaminant, including acids, alkalis, chemicals, fumes, smoke, soot, vapor, and waste. Waste includes materials to be disposed of as well as recycled, reclaimed or reconditioned.
  - b. Electrical or magnetic emissions, whether visible or invisible, and sound emissions.
- "Specified Causes of Loss" means aircraft; civil commotion; explosion; falling objects; fire; hail; leakage from fire extinguishing equipment; lightning; riot; sinkhole collapse; smoke; sonic boom; vandalism; vehicles; volcanic action; water damage; weight of ice; snow, or sleet; and windstorm.

# KENTUCKY LEAGUE OF CITIES INSURANCE SERVICES (KLCIS)

### CONDITIONS FOR EQUIPMENT, FINE ARTS & VALUABLE PAPERS

#### A. Abandonment

There can be no abandonment of any property to us,

#### **B.** Appraisal

If we and you disagree on the value of property or the amount of loss, either may make a written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraiser will state separately the value of the property and the amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- 1. Pay its chosen appraiser; and
- 2. Bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, we will still retain our right to deny the claim.

#### C. Duties In The Event of Loss

You must see that the following are done in the event of loss or damage to Covered Property:

- 1. Notify the police if a law may have been broken.
- 2. Give us prompt notice of the loss or damage, including a description of the property involved.
- 3. As soon as possible, give us a description of how, when and where the loss or damage occurred.
- 4. Take all reasonable steps to protect the Covered Property from further damage and keep a record of your expenses necessary to protect the Covered Property, for consideration in the settlement of the claim. This will not increase the Limit of Insurance. However, we will not pay for any subsequent loss or damage resulting from a cause of loss that is not a Covered Cause of Loss. Also if feasible, set the damaged property aside and in the best possible order for examination.
- 5. You will not, except at your own cost, voluntarily make a payment, assume any obligation or incur any expense without our consent.
- 6. As often as may be reasonably required, permit us to inspect the property proving the loss or damage and examine your books and records. Also permit us to take samples of damaged and undamaged property for inspection, testing and analysis, and permit us to make copies from your books and records.
- 7. We may examine any insured under oath, while not in the presence of any other insured, and at such times as may be reasonably required, about any matter relating to this insurance or the claim, including an insured's books and records. In the event of an examination, an insured's answers must be signed.
- 8. Send us a signed, sworn proof of loss containing the information we request to settle the claim. You must do this within 60 days after our request. We will supply you with the necessary forms.
- 9. Immediately send us copies of any demands, notices, summons or legal papers received in connection with the claim or suit.
- 10. Cooperate with us in the investigation or settlement of the claims.

#### D. Insurance Under Two or More Coverages

If two or more of this policy's coverages apply to the same loss or damage, we will not pay more than the actual amount of the loss or damage.

#### E. Loss Payment

- 1. We will give notice of our intentions within 30 days after we receive the sworn proof of loss.
- 2. We will not pay you more than your financial interest in the Covered Property.
- 3. We may adjust losses with the owners of loss or damaged property if other than you. If we pay the owners, such payments will satisfy your claim against us for the owners' property. We will not pay the owners more than their financial interest in the Covered property.
- 4. We may elect to defend you against suits arising from claims of owners of property. We will do this at our expense.
- 5. We will pay for covered loss or damage within 30 days after we receive the sworn proof of loss if you have complied with all the terms of this Coverage part and;
  - a. We have reached agreement with you on the amount of the loss; or
  - b. An appraisal award has been made.
- 6. We will not liable for any part of a loss that has been paid or made good by others.

If there is an appraisal, we will still retain our right to deny the claim.

#### F. Other Insurance

- You may have other insurance subject to the same plan, terms, conditions and provisions as the insurance under this Coverage Part. If you do, we will pay our share of the covered loss or damage. Our share is the proportion that the applicable Limits of Insurance under this Coverage Part bears to the Limits of Insurance of all insurance covering on the same basis.
- 2. If there is other insurance covering the same loss or damage, other than that described in 1. above, we will pay only for that amount of covered loss or damage in excess of the amount due from that other insurance, whether you can collect on it or not. But we will not pay more than the applicable Limit of Insurance.

#### G. Pair, Sets or Parts

- 1. Pair or Set. In case of loss or damage to any part of a pair or set we may:
  - a. Repair or replace any part to restore the pair or set to its value before the loss or damage; or
  - b. Pay the difference between the value of the pair or set before and after the loss or damage.
- 2. Parts. In case of loss or damage to any part of Covered Property consisting of several parts when complete, we will only pay for the value of the lost or damaged part.

#### H. Recovered Property

If either you or we recover any property after loss settlement, that party must give the other prompt notice. At your option, the property will be returned to you. You must then return to us the amount we paid to you for the property. We will pay recovery expenses and the expense to repair the recovered property, subject to the Limit of Insurance.

#### I. Reinstatement of Limit After Loss

The Limit of Insurance will not be reduced by the payment of any claim, except for total loss or damage of a scheduled item, in which event we will return the unearned premium on that item.

#### J. Transfer of Rights of Recovery Against Others to Us.

If any person or organization to or for whom we make payment under this Coverage Part has the rights to recover damage from another, those rights are transferred to us to the extent of our payment. That person or organization must do everything necessary to secure our rights and must do nothing after loss to impair them. But you may waive your rights against another party in writing;

- 1. Prior to a loss to your Covered Property; or
- 2. After a loss to your Covered Property only if, at time of loss, that party is one of the following:
  - a. Someone insured by this insurance; or
  - b. A business firm

- 1. Owned or controlled by you; or
- 2. That owns or controls you.

This will not restrict your insurance.

If there is an appraisal, we will still retain our right to deny the claim.

#### K. Concealment, Misrepresentation or Fraud

This Coverage Part is void if any case of fraud, intentional concealment or misrepresentation of a material fact by you or any other insured, at any time, concerning:

- a. This Coverage Part
- b. The Covered Property
- c. Your interest in the Covered Property; or
- d. A claim under this Coverage Part.

#### L. Control of Property

Any act or neglect of any person other than you beyond your direction or control will not affect this insurance. The breach of any condition of this Coverage Part, at any one or more locations, will not affect coverage at any location here, at the time of loss or damage, the breach of condition does not exist.

#### M. Legal Action Against Us

No one may bring any legal action against us under this Coverage Part unless:

- a. There has been full compliance with all the terms of this Coverage Part; and
- b. The action is brought within 2 years after you first have knowledge of the direct loss or damage.

#### N. No Benefit to Bailee:

No person or organization, other than you, having custody of Covered Property, will benefit from this insurance.

#### O. Policy Period

We cover loss or damage commencing:

- a. During the policy period shown in the Declarations; and
- b. Within the coverage territory.

## P. Liberalization

If we revise this coverage form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

# Kentucky League of Cities Insurance Services Building Schedule- as of 7/1/2024 100% Estimated Replacement Cost of Property

Name of Insured: Fleming County Water Association, Inc.

Policy Number: Q-4257793

## Policy Effective: 7/1/2024

Location	Bldg #	Description		Building	Contents	Total Value	Premium
01	1	Main #1 2772 Morehead Road	Eff:7/1/2024 Exp:7/1/2025	\$750,000	\$64,272	\$814,272	\$1,165.21
1.00				Intrusion	Alarm- Yes Sprinkle	rs- No Fire Alarm- Ye	s Hydrant w/1000'- Y
01	2	Storage 2772 Morehead Road	Eff:7/1/2024 Exp:7/1/2025	\$54,829	\$56,268	\$111,097	\$320.92
				Intrusio	on Alarm- No Sprinkl	ers- No Fire Alarm- N	o Hydrant w/1000'- Y
D1	3	Storage 2772 Morehead Road	Eff:7/1/2024 Exp:7/1/2025	\$143,522	\$5,000	\$148,522	\$429.03
	10.00			Contraction and the		ers- No Fire Alarm- N	
	Total B	uilding and Contents for 01		\$948,351	\$125,540	\$1,073,891	\$1,915.16
02	1	Parkersburg Water Tank Parkersburg Road	Eff:7/1/2024 Exp:7/1/2025	\$279,405	\$0	\$279,405	\$354.84
				Intrusio	on Alarm- No Sprinkl	ers- No Fire Alarm- N	o Hydrant w/1000'- Y
	Total B	uilding and Contents for 02		\$279,405	\$0	\$279,405	\$354.84
03	1	Landreth Water Tank Turner Road	Eff:7/1/2024 Exp:7/1/2025	\$256,074	\$0	\$256,074	\$325.21
	_			Intrusio	on Alarm- No Sprinkl	lers- No Fire Alarm- N	o Hydrant w/1000'- Y
03	2	Landreth Tank #2 Turner Road	Eff:7/1/2024 Exp:7/1/2025	\$256,074	\$0	\$256,074	\$325.21
	_			Intrusio	on Alarm- No Sprinkl	lers- No Fire Alarm- N	o Hydrant w/1000'- Y
	Total B	uilding and Contents for 03		\$512,148	\$0	\$512,148	\$650.42
04	1	Graham Tank Helena Road	Eff:7/1/2024 Exp:7/1/2025	\$440,816	\$0	\$440,816	\$559.83
_				Intrusio	on Alarm- No Sprink	lers- No Fire Alarm- N	o Hydrant w/1000'- Y
-	Total B	uilding and Contents for 04		\$440,816	\$0	\$440,816	\$559.83
05	1	Hall Tank Hall Road	Eff:7/1/2024 Exp:7/1/2025	\$162,683	\$0	\$162,683	\$206.60
				Intrusi	on Alarm- No Sprink	lers- No Fire Alarm- N	o Hydrant w/1000'- Y
	Total B	uilding and Contents for 05		\$162,683	\$0	\$162,683	\$206.60
06	1	Pump Station KY 344	Eff:7/1/2024 Exp:7/1/2025	\$175,000	\$0	\$175,000	\$222.25
				Intrusi	on Alarm- No Sprink	lers- No Fire Alarm- N	lo Hydrant w/1000'- \
	Total B	uilding and Contents for 06		\$175,000	\$0	\$175,000	\$222.25
07	1	Pea Ridge Water Tank Pea Ridge	Eff:7/1/2024 Exp:7/1/2025	\$234,310	\$0	\$234,310	\$297.57
				Intrusi	on Alarm- No Sprink	lers- No Fire Alarm- N	lo Hydrant w/1000'- Y
	Total E	Building and Contents for 07		\$234,310	\$0	\$234,310	\$297.57
08	1	Industrial Park Water Tank Industrial Park 2	Eff:7/1/2024 Exp:7/1/2025	\$1,545,300	\$0	\$1,545,300	\$1,962.49
				Intrusi	on Alarm- No Sprink	lers- No Fire Alarm- N	lo Hydrant w/1000'- '
		Building and Contents for 08		\$1,545,300	\$0	\$1,545,300	\$1,962.49

Building Schedule- as of 7/1/2024

# 100% Estimated Replacement Cost of Property

Name of Insured: Fleming County Water Association, Inc.

Policy Number: Q-4257793

Policy Effective: 7/1/2024

Location	<u>Bldg #</u>	<b>Description</b>		Building	<u>Contents</u>	<u>Total Value</u>	<u>Premium</u>
09	1	Pump Station Wallingford Pump Station	Eff:7/1/2024 Exp:7/1/2025	\$275,000	\$0	\$275,000	\$349.24
				Intrusi	on Alarm- No Sprink	lers- No Fire Alarm- N	lo Hydrant w/1000'- Yes
	Total E	uilding and Contents for 09		\$275,000	\$0	\$275,000	\$349.24
10	1	Blanket PITO - Fencing/Lighting/Signs Various Insured Locations	Eff:7/1/2024 Exp:7/1/2025	\$25,000	\$0	\$25,000	\$33.04
				Intrusi	on Alarm- No Sprink	lers- No Fire Alarm- N	lo Hydrant w/1000'- Yes
	Total E	uilding and Contents for 10		\$25,000	\$0	\$25,000	\$33.04
	Total E	uilding and Contents		\$4,598,013	\$125,540	\$4,723,553	\$6,551.44

# Kentucky League of Cities Insurance Services Equipment Schedule

Name of Insured: Fleming County Water Association, Inc.

Effective Date: 7/1/2024

1

<u>ltem#</u>	Description	Amount of Cov	verage <u>Premium</u>	
1	2011 Case 580N Turbo LDR Backhoe (#JJGN580NABC541861)	\$69,407	\$370.67	
2	1995 Air Compressor 125 Q (#17616)	\$14,280	\$76.26	
4	2000 Allied Hole Hog 2100C (#2795)	\$5,100	\$27.24	
6	Hyster Forklift 960180	\$4,000	\$21.36	
7	Kubota Excavator (#71206)	\$43,990	\$234.93	
8	2023 Piercing Tool	\$7,389	\$39.46	
9	2023 Kubota By 2370 Tracker	\$18,414	\$98.34	
GRAND TO	TAL	\$162,580	\$868.26	

KLCIS-LD2024

# KENTUCKY LEAGUE OF CITIES INSURANCE SERVICES (KLCIS) LIABILITY COVERAGE QUOTE

Name of Insured:	Fleming County Water Association, Inc.
Policy Number:	Q-4257779
Address:	P.O. Box 327 Flemingsburg, Kentucky 41041
Agent of Record:	Hickerson Agency LLC
Coverage Period:	from <b>7/1/2024</b> at 12:01a.m. Standard (or Daylight) time to <b>7/1/2025</b> 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.

COVERAGE	LIMIT Per Occurrence	DEDUCTIBLE Per Occurrence	PREMIUM 7/1/2024-7/1/2025 Installment
Commercial General Liability	\$1,000,000	\$0	\$4,770.98
Garage Keepers Liability	No Coverage	No Coverage	No Coverage
Public Officials Liability	\$1,000,000	\$0	\$1,999.99
Law Enforcement Liability	No Coverage	No Coverage	No Coverage
Sewer Backup Liability	No Coverage	No Coverage	No Coverage
Business Auto Liability	\$1,000,000	\$0	\$6,174.86
Auto Physical Damage	Actual Cash Value	See Vehicle Schedule	\$2,687.42
Cyber Liability	Refer to 2024 Cyber Summary	Refer to 2024 Cyber Summary	\$1,000.00
TOTAL PREMIUM			\$16,633.25

\*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	-3%
Loss Control, PO Liability Review	-3%
Loss Control, Auto Liability Review	-3%

#### 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'2024, KLCIS-PO'2024, KLCIS-BA'2024

#### Endorsements: KLCIS-STATED'24

# **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 AI	JTOS	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		
	PH	IYSICAL DA	MAGE		
		LI	МІТ	DEDUCTIBLE	
Comprehensive Coverage 7	r, 8	Actual Cash Value or Cost of Repair, whichever is less, minus deductible amount		See Vehicle Schedule	
Collision 7	<sup>7</sup> , 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

Sugare Road

6/4/2024 Date

(Authorized Agent)

KENTUCKY LEAGUE OF CITIES INSURANCE AGENCY, INC.

by

nong & Bates

6/4/2024 Date

(Authorized Agent)

11

12

13

14

2019

2024

2024

2022

Other Double G Utility Trailer

**Chevrolet Pickup** 

**Chevrolet Pickup** 

**Chevrolet Pickup** 

Premium

\$552.89

\$618.42

\$770.47

\$183.73 \$677.77

\$677.77

\$710.99 \$149.68

\$762.35

\$748.28

\$127.19

\$1,001.75

\$1,001.75

\$ 8,862.28

\$879.24

# **KENTUCKY LEAGUE OF CITIES INSURANCE SERVICES**

### **Schedule of Covered Vehicles**

	Name of Insured:		red: Fleming County W	Fleming County Water Association, Inc.			
	Policy Number:		eer: Q-4257779	Effective D	<b>024</b> .		
No.	Mem Veh#	Year	Make and Model	VIN #	Collision	DEDUCTIBLES Comp	
1		1993	International Rollback	9280	\$1,000	\$1,000	
2		2014	Chevrolet Silverado Pickup	4037	\$1,000	\$1,000	
3		2016	International Dump Truck	1463	\$1,000	\$1,000	
4		2016	Eager Beaver Trailer	0105	\$1,000	\$1,000	
5		2016	Chevrolet Silverado Pickup	0255	\$1,000	\$1,000	
6		2016	Chevrolet Silverado Pickup	2991	\$1,000	\$1,000	
7		2018	Chevrolet Silverado Pickup	3339	\$1,000	\$1,000	
8		2019	Other Hawke Dump Trailer	0006	\$1,000	\$1,000	
9		2019	Chevrolet Silverado Pickup	0522	\$1,000	\$1,000	
10		2019	Chevrolet Silverado Pickup	. 9169	\$1,000	\$1,000	

4361

6977

6829

6829

\$1,000

\$1,000

\$1,000

\$1,000

Grand Total:

\$1,000

\$1,000

\$1,000

\$1,000

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

Name of Insured:	Fleming County Water Association, Inc.
Policy Number:	Q-4257779
Effective Date:	7/1/2024

## STATED AMOUNT INSURANCE

This endorsement modifies insurance provided under the Business Auto Coverage Form (KLCIS-BA'2024), Section IV - Physical Damage Insurance to:

VEHICLE INFORMATION		DEDUCTIBL	E (if applicable)	
Description	VIN Number	Replacement Value	Comprehensive	Collision
1993 International Rollback	9280	\$2,500	\$1,000	\$1,000
2014 Chevrolet Silverado Pickup	4037	\$8,000	\$1,000	\$1,000
2016 International Dump Truck	1463	\$30,500	\$1,000	\$1,000
2016 Eager Beaver Trailer	0105	\$9,374	\$1,000	\$1,000
2016 Chevrolet Silverado Pickup	0255	\$13,450	\$1,000	\$1,000
2016 Chevrolet Silverado Pickup	2991	\$13,450	\$1,000	\$1,000
2018 Chevrolet Silverado Pickup	3339	\$16,500	\$1,000	\$1,000
2019 Other Hawke Dump Trailer	0006	\$4,500	\$1,000	\$1,000
2019 Chevrolet Silverado Pickup	0522	\$21,217	\$1,000	\$1,000
2019 Chevrolet Silverado Pickup	9169	\$19,925	\$1,000	\$1,000
2019 Other Double G Utility Trailer	4361	\$2,000	\$1,000	\$1,000
2024 Chevrolet Pickup	6977	\$43,200	\$1,000	\$1,000
2024 Chevrolet Pickup	6829	\$43,200	\$1,000	\$1,000
2022 Chevrolet Pickup	6829	\$31,950	\$1,000	\$1,000

## **COVERAGE TERMS**

- 1. This endorsement provides only those coverages and applies only to a covered "auto" described in the Schedule above.
- 2. For a covered "auto" described in the Schedule above, the Section IV Physical Damage Insurance, C. Limit of Insurance is replaced by the following:
  - C. Limit of Insurance

The most we will pay for "loss" in any one "accident" is the least of:

- 1. The cost of repairing or replacing the damaged or stolen property with property of like, kind, and quality; or
- 2. The amount shown in the Schedule above.

	2024 Cyber Summary
Name of Insured:	Fleming County Water Association, Inc.
Effective Date:	7/1/2024
Expiration Date:	7/1/2025

In return for your payment of the cyber liability premium, and subject to all the terms of Policy #F197598-00, insurance will be provided as summarized below. This insurance summary is provided as verification of the coverage. The coverage is provided through a group policy purchased for the Named Insured by the Kentucky League of Cities Insurance Services. This is a separate policy contract not related to or a part of any other insurance policy provided to you from the Kentucky League of Cities Insurance Services.

Risk e-Business Cyber Loss and Cyber Liability	

	Great American Insurance Company
Member Annual Aggregate Limit	\$1,000,000
Policy Annual Aggregate Limit All Members	\$10,000,000
Retention (Deductible)*	\$50,000
Data & Network Liability	\$1,000,000 Each Claim/\$1,000,000 Aggregate
Electronic Media	\$1,000,000 Each Claim/\$1,000,000 Aggregate
Cyber Extortion	\$300,000 Each Claim/\$1,000,000 Aggregate
Regulatory Defense and Penalties	\$1,000,000 Each Claim/\$1,000,000 Aggregate
Reputational Loss	\$1,000,000 Each Claim/\$1,000,000 Aggregate
Business Interruption Loss	\$1,000,000 Each Claim/\$1,000,000 Aggregate
Contingent Business Interruption Loss	\$50,000 Each Claim/\$1,000,000 Aggregate
Payment Card Industry Liabilities & Costs	\$1,000,000 Each Claim/\$1,000,000 Aggregate
Social Engineering Loss (\$5,000 Deductible Applies)	\$25,000 Each Claim/\$1,000,000 Aggregate
Data Recovery Costs	\$1,000,000 Each Claim/\$1,000,000 Aggregate
Betterment Expense	\$25,000 Each Claim/\$1,000,000 Aggregate
Reward Expense	\$25,000 Each Claim/\$1,000,000 Aggregate
Attendance Expense (Hearings/Trials)	\$25,000 Each Claim/\$1,000,000 Aggregate

CLAIM & POTENTIAL CLAIM NOTICES REQUIRED SHALL BE ADDRESSED TO:

Kentucky League of Cities Insurance Services 100 East Vine Street, Suite 800 Lexington, KY 40507 Fax: 859.977.3703 Phone: 866.545.7800

Electronic copies of the complete Risk e-Business Cyber Loss and Cyber Liability group policy are available upon request. \*Lower deductibles are available upon confirmation of levels for multi-factor authentication, data backup and disaster recovery, advanced threat protection and endpoint detection and response.

Quotes for Cyber Extortion Limits of \$1,000,000 Each Claim/\$1,000,000 Each Occurrence are available for discussion upon request. These requests can be addressed to sreed@kic.org.

What t 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.

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







www.markelinternational.com

# Active Assailant Policy



Policy Number: J-USN230006873	
Policy Period: From: 07/01/2024 12:01 am local standard t	ime To: 07/01/2025 12:01 am local standard time
Coverage Provided By: Kentucky League of Cities Insu	Irance Services
Original Insured(s): Active members of the Property or Liability Kentucky League of Cities Insurance Services Programs	
Law and Jurisdiction: Kentucky, United State of America	Service of Suit Nominee: Secretary, Legal Department, Markel Service Incorporated, Ten Parkway North, Deerfield, Illinois 60015

# Insured Details:

<b>Insured Locations:</b> All property declared.			

# Policy Limits:

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

Ancillary	Coverage:	Limits:	Deductible:	
Support	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	
Aggregate li	mit across all coverage section	S		
Per Member		Limit:		
		USD 250,000 any one	Occurrence and in the annual aggregate	
Annual		Limit:		
Aggregate		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

2 (i s

5/6/2024 Date

(Authorized Agent)

KENTUCKY LEAGUE OF CITIES INSURANCE AGENCY, INC. by

Sereny le) F (Authorized Agent)

5/6/2024 Date



# Premium Summary for Fleming County Water Association, Inc.

This quotation is valid for 30 days from the requested effective date of coverage, subject to receipt and favorable review of updated loss runs or a No Known Loss Letter.

Line Of Business	Effective	Terminate	Premium
Property	7/1/2024	7/1/2025	\$6,551.44
Crime	7/1/2024	7/1/2025	\$759.03
Inland Marine	7/1/2024	7/1/2025	\$868.26
Total	10 - Summering 10	Additional and a second s	\$8,178.73

# **Underwriter's Notes**

We have the right to make inspections, property appraisals and insurance valuation reports at any time and recommend changes. Such actions we undertake relate only to insurability, value and applicable premium.

Desk-Top Appraisals need to be completed on all water tanks if quote is accepted. Values are the same as they were when quoted in 2019.



# Premium Summary for Fleming County Water Association, Inc.

This quotation is valid for 30 days from the requested effective date of coverage, subject to receipt and favorable review of updated loss runs or a No Known Loss Letter.

Line Of Business	Effective	Terminate	Premium
Commercial General Liability	7/1/2024	7/1/2025	\$4,770.98
Public Officials	7/1/2024	7/1/2025	\$1,999.99
Business Auto	7/1/2024	7/1/2025	\$8,862.28
Cyber Liability	7/1/2024	7/1/2025	\$1,000.00
Total	100.40		\$16,633.25



# Premium Summary for Fleming County Water Association, Inc.

This quotation is valid for 30 days from the requested effective date of coverage, subject to receipt and favorable review of updated loss runs or a No Known Loss Letter.

Line Of Business	Effective	Terminate	Premium
Workers Compensation	7/1/2024	7/1/2025	\$5,563.67
Tax and Expense Constant			\$443.21
Total			\$6,006.88

# KENTUCKY LEAGUE OF CITIES WORKERS' COMPENSATION TRUST 100 East Vine Street, Suite 800, Lexington, KY 40507-3701 859-977-3700 or 800-876-4552 FEIN 61-1238903

# WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE QUOTE INFORMATION PAGE CARRIER CODE 36676

Item 1:	Fleming County Water		
	Association, Inc.		
P.O. Box 327			
	Flemingsburg, Kentucky 41041		
QUOTE # Q-4257780			
	Federal ID#: 61-0716354	SIC Code: 49410000	Risk ID#:

Locations - All usual workplaces of the insured at or from which operations covered by this policy are conducted are located at the above address unless otherwise stated herein: See attached schedules for location(s).

Item 2: Policy Period: From 7/1/2024 to 7/1/2025 12:01 A.M. standard time at the Insured's mailing address.

Item 3:

- A. <u>Workers' Compensation Insurance:</u> Part One of the policy applies to the Workers' Compensation Law of the states listed here: Kentucky
- B. <u>Employers' Liability Insurance</u>: Part two of the policy applies to work in each state listed in Item 3.A. The limits of our liability under Part Two are:

Bodily Injury by Accident <u>\$4,000,000</u> each employee Bodily Injury by Disease <u>\$4,000,000</u> each employee Bodily Injury by Disease <u>\$4,000,000</u> policy limit

- C. <u>Other States Insurance</u>: Part Three of the policy applies to the states, if any, listed here: All states not provided. Coverage provided pursuant to Kentucky Law.
- D. This policy includes these forms, endorsements and schedules: KLCIS-WC-EL'2006, WC 00 03 11, WC 00 04 06
- Item 4: The premium for this policy will be determined by our Manuals and Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit:

### \*\*See Attached Schedule for Classifications\*\* INSTALLMENT YEAR: 7/1/2024 - 7/1/2025

Premium Subject to Tax	\$ 5,638.67
Plus Kentucky Premium Tax (6.53)%	\$ 368.21
Estimated Annual Total	\$ 6,006.88

Dated Issued: 6/5/2024

From: KLC Workers' Compensation Trust Lexington, KY 40507-3701

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 workers' compensation 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

Sugare los d

6/5/2024 Date

(Authorized Agent)

KENTUCKY LEAGUE OF CITIES INSURANCE AGENCY, INC.

by

uny Bate

6/5/2024

(Authorized Agent)

Date

# **KENTUCKY LEAGUE OF CITIES WORKERS' COMPENSATION TRUST**

# WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE QUOTE

Date Issued: 7/1/2024

WC 00 00 01 A Schedule Page 1

# SCHEDULE OF OPERATIONS Payroll Premium Summary

NAME OF INSURED:	Fleming County Water Association, Inc.
QUOTE NUMBER	Q-4257780
INSTALLMENT YEAR:	7/1/2024 to 7/1/2025
MEMBER NUMBER:	Q-4257780

Classification	Code No.	Payroll Exposure	Rate per \$100 of Payroll	Annualized Estimated Manual Premium	Estimated Final Premium	Pro-Rated Estimated Final Premium
Waterworks (Meter Readers, Water Plant)	7520	213,174.00	4.06	8,654.86	5,074.34	5,074.34
Office Employees	8810-01	278,204.00	0.30	834.61	489.33	489.33
Minimum Premium Adjustment- Workers Compensation	MINPWC	0.00	0	0.00	0.00	0.00

Total Premium Subject To Experience Rating (Subject To Tax)

\$9,489.47 \$5,563.67 \$5,563.67

# **KENTUCKY LEAGUE OF CITIES WORKERS' COMPENSATION TRUST**

# WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE QUOTE

Date Issued: 7/1/2024

WC 00 00 01 A Schedule Page 2

# SCHEDULE OF OPERATIONS Premium Summary

NAME OF INSURED:	Fleming County Water Association, Inc.
QUOTE NUMBER	Q-4257780
INSTALLMENT YEAR:	7/1/2024 to 7/1/2025
MEMBER NUMBER:	Q-4257780

	Total Scheduled Premium Subject to Experience Rating	9,489.47
	Experience Modification Factor (1)	0.00
	Modified Premium	9,489.47
	Modified Premium Subject to Deductible Credit	9,489.47
	Deductible Credit (0)	0.00
	Subject to Premium Volume Discount	9,489.47
	Premium Volume Discount (-0.098)	-929.97
	Subject to Misc. Modifiers	8,559.50
١	Drug Free Workplace (0)	0.00
	Loss Control Modifier (-0.03)	-256.79
	Miscellaneous Modifier (0)	0.00
	Risk Assessment Modifier (-0.32)	-2,739.04
	Mono-Line WC Modifier (0)	0.00
	Expense Constant	75.00
	Total Policy Period Premium Subject to Tax	5,639
	Kentucky Premium Tax (0.0653)	368.21
	QUOTE TOTAL	6,006.88

## AGENT OF RECORD:

Hickerson Agency LLC 2301 By Pass Flemingsburg, KY 41041

#### **VOLUNTARY COMPENSATION AND EMPLOYERS' LIABILITY COVERAGE ENDORSEMENTS**

This endorsement adds Voluntary Compensation Insurance to the policy.

#### A. How This Insurance Applies

This insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

- 1. The bodily injury must be sustained by an employee included in the group of employees described in the Schedule.
- 2. The bodily injury must arise out of and in the course of employment necessary or incidental to work in a state listed in the Schedule.
- The bodily injury must occur in the United States of America, its territories or possessions, or Canada, and may occur elsewhere if the employee is a United States or Canadian citizen temporarily away from those places.
- 4. Bodily injury by accident must occur during the policy period.
- Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's
  last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur
  during the policy period.

#### B. We Will Pay

We will pay an amount equal to the benefits that would be required of you if you and your employees described in the Schedule were subject to the workers' compensation law shown in the Schedule. We will pay those amounts to the persons who would be entitled to them under the law.

With respect to elected officials, we will pay for medical benefits only as a result of bodily injury. The bodily injury must arise from attendance or travel to and from an official municipal meeting as defined by the Sunshine Law of the State of Kentucky.

With respect to auxilliary and other volunteer personnel, we will pay for medical benefits only as a result of bodily injury. Such other personnel must be reported to us and requested to be covered by this insurance prior to claim.

#### C. Exclusions

This insurance does not cover:

- 1. Any obligation imposed by a workers' compensation or occupational disease law, or any similar law.
- 2. Bodily injury intentionally caused or aggravated by you.

#### D. Before We Pay

Before we pay benefits to the persons entitled to them, they must:

- 1. Release you and us, in writing, of all responsibility for the injury or death.
- 2. Transfer to us their right to recover from others who may be responsible for the injury or death.
- 3. Cooperate with us and do everything necessary to enable us to enforce the right to recover from others.

If the persons entitled to the benefits of this insurance fail to do those things, our duty to pay ends at once. If they claim damages from you or from us for the injury or death, our duty to pay ends at once.

#### E. Recovery From Others

If we make a recovery from others, we will keep an amount equal to our expenses of recovery and the benefits we paid. We will pay the balance to the persons entitled to it. If the persons entitled to the benefits of this insurance make a recovery from others, they must reimburse us for the benefits we paid them.

#### F. Employers' Liability Insurance

Part Two (Employers' Liability Insurance) applies to bodily injury covered by this endorsement as though the State of Employment shown in the Schedule were shown in Item 3.A. of the Information Page.

## WORKERS COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE

## Schedule

## Employees

C

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State of Employment

Designated Workers' Compensation Law

As listed on Volunteer Employees Form

Kentucky

### WORKERS COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE

WC 00 04 06 (Ed. 4-84)

# PREMIUM DISCOUNT ENDORSEMENT

Policy Number: Q-4257780

Policy Change Number: 001

Policy Effective Date: 7/1/2024 to 7/1/2025 Change Effective Date: 7/1/2024

Insured: Fleming County Water Association, Inc.

Company: Kentucky League of Cities Insurance Services Carrier Code: 1 WC

The premium for this policy and the policies, if any, listed in Item 3 of the Schedule may be eligible for a discount. This endorsement shows your estimated discount in Item 1 or 2 of the Schedule. The final calculation of premium discount will be determined by our manuals and your premium basis as determined by audit. Premium subject to retrospective rating is not subject to premium discount.

# Schedule

1.	State: Kentucky	Estimated Eligible Premium			
		First	Next	Next	
		\$4,999	\$20,000	\$75,000	Balance

2. Average Percentage Discount: <u>-9.8%</u>

3. Other Policies:

Policy Effective Date: 7/1/2024 to 7/1/2025

4. If there are no entries in Items 1, 2 and 3 of the Schedule, see the Premium Discount Endorsement attached to your policy number:

Copyright 1983 National Council on Compensation Insurance Processed: 6/5/2024

WCNP0705



# COMMONWEALTH OF KENTUCKY WORKERS' COMPENSATION NOTICE

Employees of this business are covered by the Kentucky Workers' Compensation Act (KRS Chapter 342). Conspicuous posting of this notice is required by law.

Employer:	Fleming County Water Association, Inc.
Address:	P.O. Box 327, Flemingsburg, KY, 41041
Policy #:	Q-4257780 effective 7/1/2024 to 7/1/2025
Workers Compensation Carrier (or third party administrator):	Kentucky League of Cities Insurance Services.
Address:	PO Box 1720, Lexington, KY 40588
Telephone:	800-382-7729
Contact Person:	Sondra Peach

**EMPLOYEES: IF INJURED - NOTIFY** your supervisor **IMMEDIATELY**. When possible, notice should be in writing. FAILURE to notify your supervisor could result in denial of benefits. OBTAIN MEDICAL CARE. Your employer must pay for ALL NECESSARY MEDICAL CARE to treat a workplace injury. The employee may select the physician or medical facility to render care. If the employer is enrolled in an approved Managed Care Plan, employee selection of physicians is LIMITED to the Approved Provider Network, except in certain emergencies. FOR INJURIES REQUIRING CONTINUING CARE, the EMPLOYEE MUST DESIGNATE A TREATING PHYSICIAN. A form to do so will be furnished by your employer or its insurance carrier.

This employer IS participating in a Managed Care Plan for medical care.

DISABILITY BENEFITS to replace wages lost due to a workplace injury are payable under the Workers' Compensation Act after seven (7) days of disability. A claim must be filed with Department of Workers Claims WITHIN TWO YEARS of the date of injury, or last payment of temporary total disability benefits.

**NEED ASSISTANCE?** Contact your employer's claim representative. If your questions about workers compensation rights are not promptly answered, call the Kentucky Department of Workers Claims at 1-800-554-8601 to speak to an Ombudsman or Workers Compensation Specialist.

EMPLOYER SUPERVISORS - NOTIFY MANAGEMENT IMMEDIATELY OF ALL INJURIES SO THAT TIMELY REPORT CAN BE MADE AS REQUIRED BY LAW.