

**OKLAHOMA IMPORTANT NOTICE**

**WARNING:**

Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.



**This Important Notice is not your policy. Please read your policy carefully to determine your rights, duties, and what is and what is not covered. Only the provisions of your policy determine the scope of your insurance protection.**

**THIS IMPORTANT NOTICE PROVIDES INFORMATION CONCERNING POSSIBLE IMPACT ON YOUR INSURANCE COVERAGE DUE TO COMPLIANCE WITH APPLICABLE TRADE SANCTION LAWS.**

**PLEASE READ THIS NOTICE CAREFULLY.**

---

Various trade or economic sanctions and other laws or regulations prohibit us from providing insurance in certain circumstances. For example, the United States Treasury Department's Office of Foreign Asset Control (OFAC) administers and enforces economic and trade sanctions and places restrictions on transactions with foreign agents, front organizations, terrorists, terrorists organizations, and narcotic traffickers. OFAC acts pursuant to Executive Orders of the President of the United States and specific legislation, to impose controls on transactions and freeze foreign assets under United States jurisdiction. (To learn more about OFAC, please refer to the United States Treasury's web site at <http://www.treas.gov/ofac>.)

To the extent that you or any other insured, or any person or entity claiming the benefits of this insurance has violated any applicable sanction laws, this insurance will not apply.

We have added a condition or section that applies to the entire policy called Compliance With Applicable Trade Sanctions, which stipulates that your insurance policy does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing insurance.





## *POLICYHOLDER NOTICE*

All of the members of the Chubb Group of Insurance companies doing business in the United States (hereinafter "Chubb") distribute their products through licensed insurance brokers and agents ("producers"). Detailed information regarding the types of compensation paid by Chubb to producers on US insurance transactions is available under the Producer Compensation link located at the bottom of the page at [www.chubb.com](http://www.chubb.com), or by calling 1-866-588-9478. Additional information may be available from your producer.

Thank you for choosing Chubb.



**This notice is not your policy. PLEASE READ YOUR POLICY CAREFULLY to determine your rights, duties, and what is and is not covered. Only the provisions of your policy establish the scope of your insurance protection on and after your renewal date.**

**PLEASE READ THIS NOTICE CAREFULLY**

---

***Virus, Bacteria Or  
Microorganism  
Exclusion***

This notice is intended to inform you that a new exclusion titled Virus, Bacteria Or Microorganism will be added to your policy. This exclusion applies to loss or damage caused by or resulting from any virus, bacterium or other microorganism that induces or is capable of inducing physical distress, illness or disease. This exclusion does not apply to the extent insurance is provided under the Fungus Clean-up Or Removal Extension of Coverage or the Fungus Clean-up Or Removal Additional Coverage. In addition, this exclusion supersedes any exclusion relating to pollutants or contaminants.

If the Motor Truck Cargo Legal Liability form, the Warehouse Legal Liability form or the Riggers Legal Liability form is attached to your policy, the Virus, Bacteria Or Microorganism exclusion applies to loss or damage arising out of any virus, bacterium or other microorganism that induces or is capable of inducing physical distress, illness or disease, under those forms, as well.





## Inland Marine Insurance

### Premium Bill

*Policy Period* JULY 1, 2022 TO JULY 1, 2023  
*Effective Date* JULY 1, 2022  
*Policy Number* 0663-52-62 WCE  
*Insured* CITY OF BROKEN ARROW  
  
*Name of Company* FEDERAL INSURANCE COMPANY  
*Date Issued* APRIL 29, 2022

---

Portion of total premium attributable for terrorism and statutory standard fire where applicable  
is \$ 155.00

PLEASE SEND PAYMENT TO AGENT OR BROKER.

| <u>Date Payment Due</u> | <u>Premium</u>     |
|-------------------------|--------------------|
| JULY 1, 2022            | \$ 5,597.00        |
| <hr/>                   |                    |
| <b>TOTAL</b>            | <b>\$ 5,597.00</b> |

WHEN SENDING PAYMENT, PLEASE INDICATE POLICY NUMBER ON YOUR CHECK.

NOTE: PLEASE RETURN THIS BILL WITH PAYMENT AND INCLUDE ANY ADDITIONAL CHANGES.

Producer:  
BROKEN ARROW INSURANCE AGENCY INC  
2720 N. HEMLOCK CT STE A  
BROKEN ARROW, OK 74012-1111



CHUBB®

Inland Marine Insurance

FOR

CITY OF BROKEN ARROW

Producer:

BROKEN ARROW INSURANCE AGENCY INC  
2720 N. HEMLOCK CT STE A  
BROKEN ARROW, OK 74012-1111

Chubb Producing Office:

TULSA  
TWO WARREN PLACE  
6120 SOUTH YALE, SUITE 450  
TULSA, OK 74136-4222



***How To Report A Loss***

To assist you in reporting a loss, the following procedure has been set up to allow you to notify us.

---

***Loss Notification***

Should you have a loss, contact your agent/broker in writing or by telephone as soon as possible:

Agent/Broker name: BROKEN ARROW INSURANCE AGENCY INC  
Address: 2720 N. HEMLOCK CT STE A  
BROKEN ARROW, OK 74012-1111  
  
Telephone No: 918-258-6681

---

***Agent/Broker Unavailable***

If for any reason you are unable to reach your agent/broker, please contact our Claim department in writing or by telephone as soon as possible:

Chubb: FEDERAL INSURANCE COMPANY  
Address: TWO WARREN PLACE  
6120 SOUTH YALE, SUITE 450  
TULSA, OK 74136-4222  
  
Telephone No: (918)493-5600

If you are reporting a loss by telephone, you can contact us between the hours of 8:30 a.m. to 4:30 p.m. Monday - Friday.

---

***Emergency***

If you are unable to contact your agent/broker or our office and it is an emergency situation, the following toll free number is available during non-business hours.

Telephone No: 1-800-252-4670



## Premium Statement

## Named Insured and Mailing Address

CITY OF BROKEN ARROW  
220 S. FIRST STREET  
BROKEN ARROW, OK 74012

**Chubb Group of Insurance Companies**  
**202B Hall's Mill Road**  
**Whitehouse Station, NJ 08889**

Policy Number 0663-52-62 WCE

Effective Date JULY 1, 2022

Issued by the stock insurance company  
indicated below, herein called the company.

**FEDERAL INSURANCE  
COMPANY**

Producer No. 0040020

Producer BROKEN ARROW INSURANCE AGENCY INC  
2720 N. HEMLOCK CT STE A  
BROKEN ARROW, OK 74012-1111

Incorporated under the laws of  
INDIANA

---

**Policy Period**

From: JULY 1, 2022 To: JULY 1, 2023  
12:01 A.M. standard time at the Named Insured's mailing address shown above.

---

**Premium Payment**

The first Named Insured shown in the Declarations is responsible for the payment of all premiums and will be the payee for any return premiums we pay.

---

| Contract                            | Flat<br>Premium    | Deposit<br>Premium | Total<br>Premium<br>Due |
|-------------------------------------|--------------------|--------------------|-------------------------|
| ELECTRONIC DATA PROCESSING PROPERTY | \$ 5,597.00        |                    | \$ 5,597.00             |
| <b>TOTAL</b>                        | <b>\$ 5,597.00</b> |                    | <b>\$ 5,597.00</b>      |

---

**Payment Plan**

This policy premium is being billed as follows. The amounts shown are due and payable as of the dates shown below:

| <u>Date Payment Due</u> | <u>Amount Due</u> | <u>Deposit Due</u> |
|-------------------------|-------------------|--------------------|
| JULY 1, 2022            | \$ 5,597.00       |                    |





## Insuring Agreement

**Chubb Group of Insurance Companies**  
**202B Hall's Mill Road**  
**Whitehouse Station, NJ 08889**

## Named Insured and Mailing Address

CITY OF BROKEN ARROW  
220 S. FIRST STREET  
BROKEN ARROW, OK 74012

Policy Number 0663-52-62 WCE

Effective Date JULY 1, 2022

*Issued by the stock insurance company  
indicated below, herein called the  
company.*

**FEDERAL INSURANCE  
COMPANY**

Producer No. 0040020

*Incorporated under the laws of  
INDIANA*

Producer  
BROKEN ARROW INSURANCE AGENCY INC  
2720 N. HEMLOCK CT STE A  
BROKEN ARROW, OK 74012-1111

---

**Company and Policy Period**

Insurance is issued by the company in consideration of payment of the required premium.

This policy is issued for the period 12:01 AM standard time at the Named Insured's mailing address shown above:

From: JULY 1, 2022

To: JULY 1, 2023

Your acceptance of this policy terminates, effective with the inception of this policy, any prior policy of the same number issued to you by us.

This Insuring Agreement together with the Premium Summary, Schedule Of Forms, Declarations, Contracts, Endorsements and Common Policy Conditions comprise this policy.

In Witness Whereof, 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.



President



Secretary

  
Authorized Representative

***Inland Marine Policy Section***



*Schedule of Forms*

*Policy Period* JULY 1, 2022 TO JULY 1, 2023  
*Effective Date* JULY 1, 2022  
*Policy Number* 0663-52-62 WCE  
*Insured* CITY OF BROKEN ARROW  
  
*Name of Company* FEDERAL INSURANCE COMPANY  
*Date Issued* APRIL 29, 2022

---

The following is a schedule of forms issued with the policy at inception:

| <i>Form Number</i> |            | <i>Form Name</i>                            |
|--------------------|------------|---|
| 99-10-1013         | (Ed. 4-21) | IMPORTANT NOTICE TO POLICYHOLDERS           |
| 04-02-0630         | (Ed. 9-95) | INLAND MARINE DECLARATIONS SEPARATOR PAGE   |
| 04-02-0638         | (Ed. 9-95) | PROPERTY DECLARATIONS                       |
| 04-02-0590         | (Ed. 9-95) | ELECTRONIC DATA PROCESSING PROPERTY         |
| 04-02-1749         | (Ed. 3-20) | MALICIOUS PROGRAMMING EXCLUSION ADDED       |
| 04-02-1750         | (Ed. 1-21) | VIRUS, BACTERIA OR MICROORGANISM EXCL ADDED |
| 04-02-0688         | (Ed. 9-95) | EQ & EQ SPRINKLER LEAKAGE SUBLIMIT          |
| 04-02-0689         | (Ed. 9-95) | FLOOD SPECIFIC LIMITS OF INSURANCE          |
| 04-02-1199         | (Ed. 2-04) | SPECIAL PROPERTY PROVISIONS-FUNGUS          |
| 04-02-1212         | (Ed. 1-15) | CAP ON CERTIFIED TERRORISM LOSSES           |



## Declarations

## Named Insured and Mailing Address

CITY OF BROKEN ARROW  
220 S. FIRST STREET  
BROKEN ARROW, OK 74012

**Chubb Group of Insurance Companies**  
**202B Hall's Mill Road**  
**Whitehouse Station, NJ 08889**

Policy Number 0663-52-62 WCE

Effective Date JULY 1, 2022

*Issued by the stock insurance company  
indicated below, herein called the company.*

**FEDERAL INSURANCE  
COMPANY**

Producer No. 0040020

Producer BROKEN ARROW INSURANCE AGENCY INC  
2720 N. HEMLOCK CT STE A  
BROKEN ARROW, OK 74012-1111

*Incorporated under the laws of  
INDIANA*

---

**Policy Period**

From: JULY 1, 2022 To: JULY 1, 2023  
12:01 A.M. standard time at the Named Insured's mailing address shown above.

---

The following displays the premises covered under this insurance.

**Premises Summary**

**PREMISES # 1**      UNSCHEDULED LOCATIONS  
BROKEN ARROW, OK 74012  
Building Number: 1



## Declarations

## Named Insured and Mailing Address

CITY OF BROKEN ARROW  
220 S. FIRST STREET  
BROKEN ARROW, OK 74012

Producer No. 0040020

Producer BROKEN ARROW INSURANCE AGENCY INC  
2720 N. HEMLOCK CT STE A  
BROKEN ARROW, OK 74012-1111

Chubb Group of Insurance Companies  
202B Hall's Mill Road  
Whitehouse Station, NJ 08889

Policy Number 0663-52-62 WCE

Effective Date JULY 1, 2022

Issued by the stock insurance company  
indicated below, herein called the company.

**FEDERAL INSURANCE  
COMPANY**

Incorporated under the laws of  
INDIANA

---

**Policy Period**

From: JULY 1, 2022 To: JULY 1, 2023  
12:01 A.M. standard time at the Named Insured's mailing address shown above.

---

**Deductible:** \$ 1,000

The deductible shown above applies to all coverages, except Business Income and Extra Expense, contained within this policy unless a specific coverage deductible is shown below.

---

The following displays the coverages provided by this policy.

**Coverages**

**PREMISES # 1** UNSCHEDULED LOCATIONS  
BROKEN ARROW, OK 74012  
Building Number: 1

**ELECTRONIC DATA PROCESSING PROPERTY**  
LIMIT OF INSURANCE  
DEDUCTIBLE

\$ 1,554,816  
\$ 1,000

**NEWLY ACQUIRED ELECTRONIC DATA PROCESSING  
PROPERTY AND TELEPHONE EQUIPMENT**  
LIMIT OF INSURANCE

\$ 500,000



*Declarations**Effective Date* JULY 1, 2022*Policy Number* 0663-52-62 WCE

---

***Premises Coverages****(continued)*

|  |           |
|--|-----------|
| <i>INVENTORY OR APPRAISALS</i>         |           |
| LIMIT OF INSURANCE                     | \$ 25,000 |
| <i>POLLUTANT CLEAN UP OR REMOVAL</i>   |           |
| LIMIT OF INSURANCE                     | \$ 50,000 |
| <i>FIRE DEPARTMENT SERVICE CHARGES</i> |           |
| LIMIT OF INSURANCE                     | \$ 25,000 |

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

# ***Inland Marine Insurance***

## ***Electronic Data Processing Property***

### ***Table Of Contents***

| <b><i>Section</i></b>                       | <b><i>Page No.</i></b> |
|---|------------------------|
| <b><i>Coverage</i></b>                      | <b><i>3</i></b>        |
| <b><i>Extension Of Coverage</i></b>         | <b><i>4</i></b>        |
| <b><i>Additional Coverages</i></b>          | <b><i>4</i></b>        |
| <b><i>Exclusions</i></b>                    | <b><i>6</i></b>        |
| <b><i>Coverage Territory</i></b>            | <b><i>9</i></b>        |
| <b><i>Limits Of Insurance</i></b>           | <b><i>10</i></b>       |
| <b><i>Deductible</i></b>                    | <b><i>10</i></b>       |
| <b><i>Loss Payment Basis</i></b>            | <b><i>10</i></b>       |
| <b><i>Loss Payment Basis Exceptions</i></b> | <b><i>11</i></b>       |
| <b><i>Conditions</i></b>                    | <b><i>11</i></b>       |
| <b><i>Definitions</i></b>                   | <b><i>13</i></b>       |

I  
N  
L  
A  
N  
D  
  
M  
A  
R  
I  
N  
E

C  
O  
N  
T  
R  
A  
C  
T

E  
L  
E  
C  
T  
R  
O  
N  
I  
C  
  
D  
A  
T  
A  
  
P  
R  
O  
C  
E  
S  
S  
I  
N  
G  
  
P  
R  
O  
P  
E  
R  
T  
Y



**Contract**

Words and phrases that appear in **bold** print have special meanings and are defined in the definitions section of this contract.

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

---

**Coverage****Electronic Data Processing Property**

We will pay for direct physical loss or damage to **electronic data processing property** caused by or resulting from a peril not otherwise excluded, not to exceed the applicable Limit Of Insurance for Electronic Data Processing Property shown in the Declarations.

The loss or damage must occur at the premises shown in the Declarations, or within 1,000 feet of the premises shown in the Declarations, unless otherwise stated.

---

**Newly Acquired Electronic Data Processing Equipment And Telephone Equipment**

We will pay for direct physical loss or damage to newly acquired **electronic data processing equipment** or newly acquired **telephone equipment** at the premises shown in the Declarations caused by or resulting from a peril not otherwise excluded, not to exceed the applicable Limit Of Insurance for Newly Acquired Electronic Data Processing Equipment or Newly Acquired Telephone Equipment shown in the Declarations.

This coverage applies until the first of the following occurs:

- you report the value of the newly acquired **electronic data processing equipment** or newly acquired **telephone equipment** to us;
- 180 days pass from the date you acquire the **electronic data processing equipment** or **telephone equipment**; or
- this policy expires.

We will charge you additional premium for the reported values from the date you acquire the **electronic data processing equipment** or **telephone equipment**.

---

**Newly Acquired Electronic Data Processing Media Backups Or Duplicates**

We will pay for direct physical loss or damage to newly acquired **electronic data processing media** backups or duplicates at the premises shown in the Declarations or any newly acquired premises caused by or resulting from a peril not otherwise excluded, not to exceed the applicable Limit Of Insurance for Newly Acquired Electronic Data Processing Media Backups Or Duplicates shown in the Declarations.

This coverage applies until the first of the following occurs:

- you report the value of the newly acquired **electronic data processing media** backups or duplicates to us;
- 180 days pass from the date you acquire the newly acquired **electronic data processing media** backups or duplicates; or
- this policy expires.





**Additional Coverages****Debris Removal**  
(continued)

This Additional Coverage is provided regardless of whether a Limit Of Insurance for Debris Removal is shown in the Declarations.

**Electronic Data Processing Property In Transit**

We will pay for direct physical loss or damage to **electronic data processing property** while **in transit**, including shipments by registered mail, caused by or resulting from a peril not otherwise excluded, not to exceed the applicable Limit Of Insurance for Electronic Data Processing Property In Transit shown in the Declarations.

This Additional Coverage also includes direct physical loss or damage to **electronic data processing property** while **in transit** which is caused by or results from fraud perpetrated by any person or persons who represent themselves to be the proper party or parties to receive goods for shipments or accept goods for delivery, not to exceed the applicable Limit Of Insurance for Electronic Data Processing Property In Transit shown in the Declarations.

**Fire Department Service Charges**

We will pay the charges you assume by contract or agreement executed prior to loss, or charges that you are required to pay by local ordinance if the fire department is called to save or protect your **electronic data processing property** from direct physical loss or damage caused by or resulting from a peril not otherwise excluded, not to exceed the applicable Limit Of Insurance for Fire Department Service Charges shown in the Declarations.

**Fire Protective Equipment**

We will pay the cost you incur to refill your discharged fire protective equipment whether or not there is direct physical loss or damage to your **electronic data processing property**.

This Additional Coverage is provided regardless of whether a Limit Of Insurance is shown in the Declarations.

**Inventory Or Appraisals**

We will pay for the cost of inventory or appraisal that we require from you to determine the extent of direct physical loss or damage to **electronic data processing property**, not to exceed the applicable Limit Of Insurance for Inventory Or Appraisals shown in the Declarations.

**Pollutant Clean Up Or Removal**

We will pay the costs you incur to clean up or remove **pollutants** from air, land or water, either inside or outside of a building or other structure, at the premises shown in the Declarations if the discharge, dispersal, seepage, migration, release, or escape of the **pollutants** is caused by or results from a peril not otherwise excluded.

We will also pay the costs you incur to clean up or remove **pollutants** from air, land or water, either inside or outside of a building or other structure, if:

- the **pollutants** were part of **electronic data processing property** while **in transit**; and
- the discharge, dispersal, seepage, migration, release, or escape of the **pollutants** is caused by or results from a peril not otherwise excluded.

The costs will be paid only if they are reported to us in writing within 180 days of the date the peril occurred which caused or resulted in the discharge, dispersal, seepage, migration, release or escape of the **pollutants**.



**Exclusions**
**Governmental Action**  
*(continued)*

the loss or damage, even if such other cause or event would otherwise be covered.

This exclusion does not apply to loss or damage caused by or resulting from 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 insurance.

**Loss Of Market**

This insurance does not apply to loss or damage caused by or resulting from loss of market, loss of use or delay. This exclusion does not apply:

- to ensuing loss or damage unless another exclusion applies; or
- to the extent of any business income insurance or extra expense insurance provided by a separate contract or endorsement forming a part of this policy.

**Mistakes**

This insurance does not apply to loss or damage caused by or resulting from error in the development, distribution, processing, manufacturing, testing, installation, alteration or repair of property.

This exclusion does not apply to ensuing loss or damage unless another exclusion applies.

**Nuclear Hazard**

This insurance does not apply to loss or damage caused by or resulting from nuclear reaction or radiation, or radioactive contamination, regardless of any other cause or event that directly or indirectly:

- contributes concurrently to;
- contributes in any sequence to; or
- worsens,

the loss or damage, even if such other cause or event would otherwise be covered.

This exclusion does not apply to ensuing loss or damage caused by or resulting from fire, if the fire would be covered under this insurance.

**Planning, Design, Materials Or Maintenance**

This insurance does not apply to loss or damage (including the cost of correcting or making good) caused by or resulting from any faulty, inadequate or defective:

- planning, zoning, development, surveying, site selection;
- design, specifications, plans, workmanship, repair, construction, renovation, remodeling, grading, compaction;
- materials used in repair, construction, renovation or remodeling; or
- maintenance,

of part or all of any property on or off the premises shown in the Declarations.

This exclusion does not apply to ensuing loss or damage unless another exclusion applies.



**Exclusions****Pollutants**  
(continued)

- B. any increase in costs, loss or damage associated with the enforcement of any ordinance or law which requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **pollutants** regardless of any other cause or event that directly or indirectly:
- contributes concurrently to;
  - contributes in any sequence to; or
  - worsens,

the loss or damage, even if such other cause or event would otherwise be covered.

But Paragraph B. does not apply to the Additional Coverage, Pollutant Clean Up Or Removal.

**War And Military Action**

This insurance does not apply to loss or damage caused by or resulting from:

- 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
- insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these,

regardless of any other cause or event that directly or indirectly:

- contributes concurrently to;
- contributes in any sequence to; or
- worsens,

the loss or damage, even if such other cause or event would otherwise be covered.

**Wear And Tear**

This insurance does not apply to loss or damage caused by or resulting from wear and tear or gradual deterioration.

This exclusion does not apply to ensuing loss or damage unless another exclusion applies.

**Coverage Territory**

The coverage territory is anywhere within, and in transit within and between the continental limits of the United States of America, Hawaii, Puerto Rico, territories and possessions of the United States of America, and Canada, excluding waterborne shipments:

- to or from Alaska, Hawaii, or Puerto Rico;
- to or from territories or possessions of the United States of America; or
- which pass through, or which are intended to pass through, the Panama Canal.



**Loss Payment Basis***(continued)***Actual Cash Value Basis**

If the Loss Payment Basis shown in the Declarations is actual cash value, lost or damaged **electronic data processing property** will be valued at the full cost to repair or replace it on the date of loss or damage with material of like kind and quality, less allowance for each of the following:

- physical deterioration;
- depreciation;
- obsolescence; and
- depletion.

**Extended Warranties**

**Electronic data processing equipment** valuation includes the pro-rated cost for the unused portion of non-refundable extended warranties, maintenance contracts or service contracts that you purchased, which are no longer valid, on lost or damaged **electronic data processing equipment** that you repair or replace.

**Loss Payment Basis  
Exceptions****Electronic Data Processing  
Media**

**Electronic data processing media** is valued on the full cost of replacement or reproduction at the time of direct physical loss or damage when the **electronic data processing media** is actually replaced or reproduced.

If the **electronic data processing media** is not replaced or reproduced, the value is based on the cost of blank materials.

**Electronic Data Processing  
Property Of Others**

**Electronic data processing property** not owned by you and in your care, custody or control is valued on the same basis as your **electronic data processing property** (subject to all other exceptions described under Loss Payment Basis Exceptions) but we will not pay more than the amount for which you are legally liable.

**Conditions****Abandonment**

There can be no abandonment of any **electronic data processing property** to us unless we specifically agree to such abandonment in writing.

**Loss Payable**

For insured **electronic data processing property** in which both you and a Loss Payee shown in the Declarations have an insurable interest, we will:



**Definitions****WHEN USED WITH RESPECT TO INSURANCE UNDER THIS CONTRACT:****Electronic Data Processing Equipment****Electronic data processing equipment** means:

- data processing systems;
- electronic systems consisting of separately identifiable and removable component memory or control boxes that are attached to and control production machinery, but not the production machinery itself; and
- equipment, component parts and related peripheral equipment, including air conditioning and fire protective equipment, used solely for data processing operations,

you own or in your care, custody or control.

**Electronic data processing equipment** does not mean:

- accounts, bills, deeds, evidences of debt or other valuable papers or records;
- aircraft, motor vehicles, trailers, semi-trailers or watercraft;
- equipment held for sale or distribution;
- equipment in course of manufacture;
- jewelry, watches, furs, garments trimmed with fur, bullion, precious metals, precious or semi-precious stones or gems, or stamps or coins whose value exceeds face value;
- money, notes or securities;
- property in course of manufacture; or
- **telephone equipment.**

**Electronic Data Processing Media****Electronic data processing media** means:

- punch cards, tapes, discs, diskettes, drums, cells;
- other magnetic or optical recording or storage devices;
- the information recorded on this media; and
- the original source material used to enter data and/or program media,

you own or in your care, custody or control.

**Electronic data processing media** does not mean:

- accounts, bills, deeds or evidences of debt;
- aircraft, motor vehicles, trailers, semi-trailers or watercraft;
- equipment held for sale or distribution;
- equipment in course of manufacture;
- jewelry, watches, furs, garments trimmed with fur, bullion, precious metals, precious or semi-precious stones or gems, or stamps or coins whose value exceeds face value;



**Definitions***In Transit*  
(continued)**WHEN USED WITH RESPECT TO INSURANCE UNDER THIS CONTRACT:**

- B. import shipments, within the Coverage Territory, until such time as ocean marine insurance has ceased to cover such property;
- C. export shipments once:
1. loaded on board any steamer or other watercraft; or
  2. ocean marine insurance has begun to cover such property,
- whichever first occurs; or
- D. **electronic data processing property** owned by others when you are acting as a carrier for hire.

---

*Pollutants***Pollutants** means:

- any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fibers, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be disposed of, recycled, reconditioned or reclaimed;
- organisms or micro-organisms including bacteria, fungus, mold, or their spores or products; or
- viruses or other pathogens.

---

*Specified Peril***Specified Peril** means:

- aircraft or self-propelled missiles;
- explosion;
- fire or lightning;
- leakage from fire protection equipment;
- mine subsidence;
- riot or civil commotion;
- sinkhole collapse;
- smoke;
- vandalism;
- vehicles;
- volcanic action; or
- wind or hail.

---

*Telephone Equipment***Telephone equipment** means telephone systems you own or in your care, custody or control.**Telephone equipment** does not mean:

- accounts, bills, deeds, evidences of debt or other valuable papers or records;
- aircraft, motor vehicles, trailers, semi-trailers or watercraft;



## Endorsement

|                        |                              |
|------------------------|------------------------------|
| <i>Policy Period</i>   | JULY 1, 2022 TO JULY 1, 2023 |
| <i>Effective Date</i>  | JULY 1, 2022                 |
| <i>Policy Number</i>   | 0663-52-62 WCE               |
| <i>Insured</i>         | CITY OF BROKEN ARROW         |
| <i>Name of Company</i> | FEDERAL INSURANCE COMPANY    |
| <i>Date Issued</i>     | APRIL 29, 2022               |

---

This Endorsement applies to the following forms:

ELECTRONIC DATA PROCESSING PROPERTY

---

The following is added to the forms shown above.

**Exclusion  
Endorsement**

*Malicious Programming*

This insurance does not apply to loss or damage caused by or resulting from **malicious programming**, regardless of any other cause or event that directly or indirectly:

- contributes concurrently to; or
- contributes in any sequence to,

the loss or damage, even if such other cause or event would otherwise be covered.

This Malicious Programming exclusion does not apply to direct physical loss or damage caused by or resulting from a peril not otherwise excluded if such peril is the direct result of **malicious programming**.





## ***Inland Marine Insurance***

### ***Endorsement***

*Effective Date* JULY 1, 2022

*Policy Number* 0663-52-62 WCE

---

All other terms and conditions remain unchanged.

*Authorized Representative*





**Endorsement**

|                        |                              |
|------------------------|------------------------------|
| <i>Policy Period</i>   | JULY 1, 2022 TO JULY 1, 2023 |
| <i>Effective Date</i>  | JULY 1, 2022                 |
| <i>Policy Number</i>   | 0663-52-62 WCE               |
| <i>Insured</i>         | CITY OF BROKEN ARROW         |
| <i>Name of Company</i> | FEDERAL INSURANCE COMPANY    |
| <i>Date Issued</i>     | APRIL 29, 2022               |

---

This Endorsement applies to the following forms:

ELECTRONIC DATA PROCESSING PROPERTY

---

The following is added to the forms shown above.

**Exclusion  
Endorsement****Virus, Bacteria Or  
Microorganism**

This insurance does not apply to loss or damage caused by or resulting from any virus, bacterium or other microorganism that induces or is capable of inducing physical distress, illness or disease, regardless of any other cause or event that directly or indirectly:

- contributes concurrently to; or
- contributes in any sequence to,

the loss or damage, even if such other cause or event would otherwise be covered.

This Virus, Bacteria Or Microorganism exclusion does not apply to the extent insurance is provided under the Fungus Clean-up Or Removal Extension Of Coverage or the Fungus Clean-up Or Removal Additional Coverage.

This exclusion supersedes any exclusion relating to pollutants or contaminants.



## Endorsement

|                 |                              |
|-----------------|------------------------------|
| Policy Period   | JULY 1, 2022 TO JULY 1, 2023 |
| Effective Date  | JULY 1, 2022                 |
| Policy Number   | 0663-52-62 WCE               |
| Insured         | CITY OF BROKEN ARROW         |
| Name of Company | FEDERAL INSURANCE COMPANY    |
| Date Issued     | APRIL 29, 2022               |

---

This Endorsement applies to the following forms:

ELECTRONIC DATA PROCESSING PROPERTY

---

## SCHEDULE

Property: **ELECTRONIC DATA PROCESSING PROPERTY WHILE IN TRANSIT**

LIMIT OF INSURANCE: \$ 500,000

DEDUCTIBLE: \$ 10,000

EARTHQUAKE IN THE STATE OF CALIFORNIA IS EXCLUDED.

---

**Limits Of Insurance**

Under Limits Of Insurance, and only with respect to the forms shown above, the following is added:

The most we will pay in any one occurrence for direct physical loss or damage and actual **business income** loss and **extra expense**, if such coverage is provided, caused by or resulting from **earthquake and earthquake sprinkler leakage** is the Limit Of Insurance shown in the Schedule above.

If any Limit Of Insurance shown in the Schedule above is stated as an Annual Aggregate, this is the most we will pay during any consecutive twelve month period beginning with the effective date of this policy shown in the Declarations for direct physical loss or damage and actual **business income** loss and **extra expense**, if such coverage is provided.

---



## Endorsement

*Policy Period* JULY 1, 2022 TO JULY 1, 2023  
*Effective Date* JULY 1, 2022  
*Policy Number* 0663-52-62 WCE  
*Insured* CITY OF BROKEN ARROW  
*Name of Company* FEDERAL INSURANCE COMPANY  
*Date Issued* APRIL 29, 2022

---

This Endorsement applies to the following forms:

ELECTRONIC DATA PROCESSING PROPERTY

---

## SCHEDULE

Property: **ELECTRONIC DATA PROCESSING PROPERTY WHILE IN TRANSIT**

LIMIT OF INSURANCE: \$ 500,000

DEDUCTIBLE: \$ 10,000

---

**Limits Of Insurance**

Under Limits Of Insurance, and only with respect to the forms shown above, the following is added:

The most we will pay in any one occurrence for direct physical loss or damage and actual **business income** loss and **extra expense**, if such coverage is provided, caused by or resulting from **flood** is the Limit Of Insurance shown in the Schedule above.

If any Limit Of Insurance shown in the Schedule above is stated as an Annual Aggregate, this is the most we will pay during any consecutive twelve month period beginning with the effective date of this policy shown in the Declarations for direct physical loss or damage and actual **business income** loss and **extra expense**, if such coverage is provided.

---



**Endorsement**

|                        |                              |
|------------------------|------------------------------|
| <i>Policy Period</i>   | JULY 1, 2022 TO JULY 1, 2023 |
| <i>Effective Date</i>  | JULY 1, 2022                 |
| <i>Policy Number</i>   | 0663-52-62 WCE               |
| <i>Insured</i>         | CITY OF BROKEN ARROW         |
| <i>Name of Company</i> | FEDERAL INSURANCE COMPANY    |
| <i>Date Issued</i>     | APRIL 29, 2022               |

---

This Endorsement applies to the following forms:  
ELECTRONIC DATA PROCESSING PROPERTY

---

**SCHEDULE**

Premises:

Limit of Insurance For Fungus Clean Up Or Removal:

Excluded Premises

The Additional Coverage, Fungus Clean Up Or Removal, does not apply to the following premises:

---

Under Additional Coverages, the following is added:

**Additional Coverages*****Fungus Clean Up Or Removal***

We will pay the costs you incur to clean up, remove, restore or replace covered property because of the presence of **fungus** at the premises shown in the Declarations.

The most we will pay at the premises for the sum of all such covered costs that occur during each separate 12-month policy period, regardless of whether this Additional Coverage appears in any other contract or contracts that form part of this policy is:

- \$25,000; or
- the applicable Limit Of Insurance For Fungus Clean Up Or Removal shown in the Schedule above,

whichever is greater.



## Endorsement

Effective Date JULY 1, 2022

Policy Number 0663-52-62 WCE

- 
2. the mixture of or contact between property you own, use or operate and **pollutants** if:
    - a. the **pollutants** were part of or emitted from such property; and
    - b. the mixture of or contact between such property and **pollutants** is directly caused by or directly results from direct physical loss or damage to such property directly caused by or directly resulting from a peril not otherwise excluded;
  3. a gas, water or other liquid that escapes from processing equipment, plumbing systems, refrigeration systems, cooling systems or heating systems (other than underground oil tanks, underground piping or underground tubing) provided such gas, water or other liquid is intended to be contained in such processing equipment, plumbing systems, refrigeration systems, cooling systems or heating systems;
  4. any solid, liquid or gas used to suppress fire;
  5. water that:
    - a. backs up or overflows through sewers, drains or sump;
    - b. seeps or leaks through basements, foundations, roofs, walls, floors or ceilings of any building or other structure; or
    - c. enters doors, windows or other openings in any building or other structure.

Paragraphs 2. through 4. immediately above do not apply to loss or damage involving radon or any other naturally occurring gaseous irritant or contaminant; or

- B. any increase in costs, loss or damage associated with the enforcement of any ordinance or law that requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **pollutants**, regardless of any other cause or event that directly or indirectly:
- contributes concurrently to;
  - contributes in any sequence to; or
  - worsens,

the loss or damage, even if such other cause or event would otherwise be covered.

But paragraph B. does not apply to the Additional Coverage, Pollutant Clean Up Or Removal.

---



## Endorsement

Effective Date JULY 1, 2022

Policy Number 0663-52-62 WCE

---

Under Definitions, the following definitions are added:

**Definitions****Flood**

**Flood** means:

- waves, tidal water or tidal waves; or
- rising or overflowing or breaking of any boundary,

of natural or man-made lakes, reservoirs, ponds, brooks, rivers, streams, harbors, oceans, or any other body of water or watercourse, whether driven by wind or not.

**Flood** does not include:

- a **specified peril** that ensues from flood; or
- tsunami resulting from earthquake.

---

**Fungus**

**Fungus** means any:

- A.
  - 1. mildew, mold, or other fungi;
  - 2. other microorganisms; or
  - 3. mycotoxins, spores, or other by-products of the foregoing; or
- B. colony or group of any of the foregoing.

---

**Water**

**Water** means water that:

- escapes from processing equipment, plumbing systems, refrigeration systems, cooling systems or heating systems (other than underground storage tanks, underground piping or underground tubing) provided such water is intended to be contained in such processing equipment, plumbing systems, refrigeration systems, cooling systems or heating systems;
- backs up or overflows through sewers, drains or sump;
- seeps or leaks through basements, foundations, roofs, walls, floors or ceilings of any building or other structure; or
- enters doors, windows or other openings in any building or other structure.



## Endorsement

*Policy Period* JULY 1, 2022 TO JULY 1, 2023  
*Effective Date* JULY 1, 2022  
*Policy Number* 0663-52-62 WCE  
*Insured* CITY OF BROKEN ARROW  
*Name of Company* FEDERAL INSURANCE COMPANY  
*Date Issued* APRIL 29, 2022

---

This Endorsement applies to the following forms:

ELECTRONIC DATA PROCESSING PROPERTY

---

A new section titled Terrorism Provisions is added to the end of this contract:

**Terrorism Provisions****Cap On Certified  
Terrorism Losses**

If:

- aggregate insured losses attributable to one or more **certified acts of terrorism** under the **terrorism law** exceed \$100 billion in a calendar year; and
- we have met our insurer deductible under the **terrorism law**,

we will not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

---

A new section titled Terrorism Definitions is added.

**Terrorism Definitions****Certified Act Of Terrorism**

**Certified act of terrorism** means any act that is certified by the Secretary of the Treasury of the United States to be an act:

- A. of terrorism, a violent act or an act that is dangerous to human life, property or infrastructure; and
- B. that results in damage;



***Endorsement***

*Effective Date*                      JULY 1, 2022

*Policy Number*                    0663-52-62 WCE

---

All other terms and conditions remain unchanged.

*Authorized Representative*



---





## ***Common Policy Conditions Section***



**POLICY CONDITIONS***Schedule of Forms*

|                        |                              |
|------------------------|------------------------------|
| <i>Policy Period</i>   | JULY 1, 2022 TO JULY 1, 2023 |
| <i>Effective Date</i>  | JULY 1, 2022                 |
| <i>Policy Number</i>   | 0663-52-62 WCE               |
| <i>Insured</i>         | CITY OF BROKEN ARROW         |
| <i>Name of Company</i> | FEDERAL INSURANCE COMPANY    |
| <i>Date Issued</i>     | APRIL 29, 2022               |

---

The following is a schedule of forms issued with the policy at inception:

| <i>Form Number</i> |             | <i>Form Name</i>                             |
|--------------------|-------------|--|
| 99-10-0345         | (Ed. 2-98)  | OKLAHOMA IMPORTANT NOTICE                    |
| 99-10-0792         | (Ed. 9-04)  | IMPORTANT NOTICE - OFAC                      |
| 99-10-0872         | (Ed. 6-07)  | AOD POLICYHOLDER NOTICE                      |
| 04-02-0855         | (Ed. 9-95)  | HOW TO REPORT A LOSS                         |
| 04-02-0811         | (Ed. 9-95)  | PREMIUM STATEMENT                            |
| 04-02-1440         | (Ed. 12-08) | INSURING AGREEMENT                           |
| 04-02-0827         | (Ed. 9-95)  | COMMON INLAND MARINE CONDITIONS              |
| 04-02-0856         | (Ed. 9-95)  | COMMON POLICY CONDITIONS                     |
| 04-02-1307         | (Ed. 1-04)  | COMPLIANCE W/ APPLICABLE TRADE SANCTION LAWS |
| 04-02-1550         | (Ed. 3-12)  | COND - CIVIL UNIONS OR DOMESTIC PARTNERSHIPS |



**Contract****Conditions**

The following Conditions are included under each part of the policy, unless stated otherwise.

**Audit Of Books And Records**

We may audit your books and records as they relate to this insurance at any time during the term of this policy and up to three years afterwards.

**Cancellation**

The first Named Insured may cancel this policy or any of its individual coverages at any time by sending us a written request or by returning the policy and stating when thereafter cancellation is to take effect.

We may cancel this policy or any of its individual coverages at any time by sending to the first Named Insured a notice 60 days (20 days in the event of non-payment of premium) in advance of the cancellation date. Our notice of cancellation will be mailed to the first Named Insured's last known address, and will indicate the date on which coverage is terminated. If notice of cancellation is mailed, proof of mailing will be sufficient proof of notice.

The earned premium will be computed on a pro rata basis. Any unearned premium will be returned as soon as practicable.

**Changes**

This policy can only be changed by a written endorsement that becomes part of this policy. The endorsement must be signed by one of our authorized representatives.

**Compliance By Insureds**

We have no duty to provide coverage under this policy unless you and any other involved insured have fully complied with all of the terms and conditions of the policy.

**Conformance**

Any terms of this insurance which are in conflict with the applicable statutes of the State in which this policy is issued are amended to conform to such statutes.

**First Named Insured**

The person or organization first named in the Declarations is primarily responsible for payment of all premiums. The first Named Insured will act on behalf of all other Named Insureds for the giving and receiving of notice of cancellation or nonrenewal and the receiving of any return premiums that become payable under this policy.

**Inspections And Surveys**

We may:

- make inspections and surveys at any time;
- give you reports on the conditions we find; and
- recommend changes.



# ***Inland Marine Insurance***

## ***Common Inland Marine Conditions***

### ***Table Of Contents***

| <b><i>Section</i></b>   | <b><i>Page No.</i></b> |
|---|------------------------|
| <b><i>Appraisal</i></b>                                       | <b><i>3</i></b>        |
| <b><i>Concealment Or Misrepresentation</i></b>                | <b><i>3</i></b>        |
| <b><i>Insured's Duties In The Event Of Loss Or Damage</i></b> | <b><i>3</i></b>        |
| <b><i>Legal Action Against Us</i></b>                         | <b><i>4</i></b>        |
| <b><i>No Benefit To Carrier Or Bailee</i></b>                 | <b><i>4</i></b>        |
| <b><i>Transfer Of Rights Of Recovery To Us</i></b>            | <b><i>4</i></b>        |
| <b><i>Pair, Set Or Parts</i></b>                              | <b><i>4</i></b>        |

I  
N  
L  
A  
N  
D  
M  
A  
R  
I  
N  
E

C  
O  
N  
T  
R  
A  
C  
T

C  
O  
M  
M  
O  
N  
I  
N  
L  
A  
N  
D  
M  
A  
R  
I  
N  
E  
C  
O  
N  
D  
I  
T  
I  
O  
N  
S



## **Contract**

### **Common Inland Marine Conditions**

The following Conditions apply to all Contracts contained within the Inland Marine Insurance Section of this policy.

### **Appraisal**

If you and us do not agree on the amount of the loss or damage, either party may make a written demand for an appraisal of the loss or damage. In this event, you will select and pay a competent and impartial appraiser, and we will select and pay a competent and impartial appraiser. The two appraisers will select an umpire. If the appraisers cannot agree on an umpire, either may request that a judge of a court having jurisdiction make the selection. Each appraiser will separately state the value of the property and the amount of the loss or damage. If the appraisers do not agree, they will submit their statements to the umpire. Agreement by the umpire and either of the appraisers will be binding on you and us.

You and us will equally share any other appraisal costs and the costs of the umpire.

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

### **Concealment Or Misrepresentation**

This insurance is void if you or any other insured intentionally conceals or misrepresents any material fact or circumstance relating to this insurance at any time.

### **Insured's Duties In The Event Of Loss Or Damage**

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

- Notify us, or one of our authorized representatives, as soon as possible, as to what occurred. Include a description of the property involved, the time and place of the loss or damage, and names and addresses of available witnesses. If there has been loss or damage that may result in a loss under any Business Income or Extra Expense Insurance, notify us by telephone or by telegraph at our expense.
- Notify the police if a law may have been broken.
- Take every reasonable step to protect the property from further damage, and keep a record of your expenses necessary to protect such property for consideration in the settlement of the property claim. This will not increase any Limit of Insurance. Also, if feasible, set such damaged property aside and in the best possible order for examination.
- If you intend to continue your business you must resume all or part of your operations as quickly as possible.
- File with us, or with our authorized representative, sworn proof of loss within 90 days after the date of loss or damage.
- Cooperate with us in the investigation, settlement or handling of any claim.
- Authorize us to obtain records or reports necessary for our investigation.
- At our request, give us complete inventories of the damaged and undamaged property. Include quantities, costs, values and amount of loss or damage claimed.
- As often as may be reasonably required, permit us to inspect the property and examine your books and records.
- Permit us to take samples of the damaged and undamaged property for inspection, testing and analysis, and permit us to make copies from your books and records.



## ***Common Policy Endorsements Section***



**Endorsement**

*Policy Period*                JULY 1, 2022 TO JULY 1, 2023  
*Effective Date*             JULY 1, 2022  
*Policy Number*            0663-52-62 WCE  
*Insured*                     CITY OF BROKEN ARROW  
  
*Name of Company*        FEDERAL INSURANCE COMPANY  
*Date Issued*                APRIL 29, 2022

---

This Endorsement applies to the following forms:

COMMON POLICY CONDITIONS

---

The following condition is added:

***Compliance With  
Applicable Trade  
Sanction Laws***

This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing insurance.

All other terms and conditions remain unchanged.

Authorized Representative



***Inland Marine Insurance******Endorsement***

*Policy Period*                      JULY 1, 2022 TO JULY 1, 2023  
*Effective Date*                    JULY 1, 2022  
*Policy Number*                    0663-52-62 WCE  
*Insured*                              CITY OF BROKEN ARROW  
  
*Name of Company*                FEDERAL INSURANCE COMPANY  
*Date Issued*                        APRIL 29, 2022

---

This Endorsement applies to the following forms:

COMMON POLICY CONDITIONS

---

Under Conditions, the following is added:

***Conditions******Civil Unions And  
Domestic Partnerships***

All references in the policy to "spouse" include a party to a civil union or domestic partnership recognized under the applicable law of the jurisdiction having authority.

All other terms and conditions remain unchanged.

*Authorized Representative*

