



GUAM WATERWORKS AUTHORITY

Gloria B. Nelson Public Service Building | 688 Route 15, Mangilao, Guam 96913

P.O. Box 3010, Hagåtña, Guam 96932

Tel. No. (671) 300-6846/48 Fax No. (671) 648-3290

RFP No. 2024-07 Risk Management and Insurance Consulting Services Response to Inquiries No. 1

This addendum serves to revise the previously issued bid documents and/or provides additional information for informational purposes. In cases where the responses below result in modifications to the bid documents, please consider them as amendments to the original RFP 2024-07. The following responses address RFIs received from potential bidder on May 14, 2024.

	QUESTION/INQUIRY AS SUBMITTED:	GWA RESPONSE:
Questions from May 14, 2024:		
1.	Can you please provide your existing insurance policies? If available, please provide a policy summary or list that includes carriers, limits, premiums and retentions.	Please see Attachment Q1. The policies provided are for the period of May 2023-May 2024. As soon as updated copies are available, they will be provided. However, the policies should be substantially the same.
2.	Can you please provide your loss history over the last 3 years or comment and describe any significant claims?	Please see Attachment Q2
3.	Can you please provide any significant contract obligations that dictate your insurance?	See Attachment Q3. GWA's bond indenture Section 6.06 Insurance, attached.
4.	Can you please provide 3-5 years of premium history?	Please see Attachment Q4
5.	Can you please provide any insight to your current risk strategy and philosophy? For example, based on your current program, do you prefer to transfer most of the risk to insurance carriers or are you comfortable taking on some of the risk yourself and preventing and mitigating losses through business operations?	As part of this contract, GWA would like advice on setting up a self-insurance program. It is envisioned that the Risk Manager will assist GWA in the balance of risk mitigation against the cost of insurance and proactively look for ways in which GWA can reduce its risk and cost.
6.	Can you please provide your latest renewal workbook that would include a list of exposures such as a Statement of Values, vehicle listing, estimated payroll and sales?	For FY2024, the budgeted revenues of \$129,994,034 and budgeted payroll of \$29,705,247 were provided. Additionally, please see the property and vehicles list provided in Attachment Q6.

	QUESTION/INQUIRY AS SUBMITTED:	GWA RESPONSE:
7.	<p>Are there any major pain points or key items that you would like to see addressed by your Risk Management Consultant?</p>	<p>Please see scope of work included in the RFP.</p> <p>The RFP for Insurance must be prepared in sufficient time to get approval for issuance by the Consolidated Commission on Utilities (CCU) and the Public Utility Commission (PUC). Additionally, the new insurance premium must be in place at the expiration of the current insurance contract; the new insurance contract will also need approval by the CCU and PUC.</p> <p>Lack of responses to the Insurance bid and in particular no response for cyber security coverage is a concern.</p>
8.	<p>If available, can you please provide your latest risk engineering report or survey on your properties?</p>	<p>None currently available.</p>
9.	<p>Page 4. Number 6.</p> <p>A listing of all contracts which similar in scope, size or discipline that were entered within last 5 years.</p> <ul style="list-style-type: none"> • This provision conflicts with the year requirement on page 5 paragraph 5 where it asks for past performance of 10 years. How far back would GWA like us to provide? 	<p>Page 5, Line 5, Now Reads:</p> <p>5. A listing of other contracts under which services similar in scope, size and discipline for the required services were performed or undertaken in the past five (5) years.</p>
10.	<p>Page 4. Number 7.</p> <p>Current workload of the consultant and anticipated completion dates for each project.</p> <ul style="list-style-type: none"> • What is the anticipated daily need from GWA? Should we expect to have a full-time employee assigned to GWA? • Does GWA expect that whoever is chosen will be working on this fulltime and unable to have other engagements? 	<p>GWA does not believe the workload requires full time engagement. The need to develop and issue an IFB or RFP for insurance to ensure coverage does not lapse is an important deadline that must be met. The timing of other items contained in the scope of work can be negotiated. That being said, GWA expects the consultant to be responsive to inquiries related to the work as described in the RFP.</p>



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	QUESTION/INQUIRY AS SUBMITTED:	GWA RESPONSE:
	<ul style="list-style-type: none"> • Is this expected to be 100% of the awardee's time personally for 2 years? 	
11.	<p>Page 4. Number 8.</p> <p>The Consultant shall indicate if subcontractors will be used in the performance of the service...</p> <ul style="list-style-type: none"> • What is the process for subcontractors that may be required later if GWA provides new information that may require us to find a subcontractor that is not initially identified via the original RFP information? • What is the plan on-going for subcontractor approval post award? 	<p>As stated in <i>II General Terms and Conditions, F. Licensing, Compliance with Laws, Subcontracting and Assignment</i> on page 7 of the RFP, All proposers agree to secure GWA's written consent prior to hiring any subcontractor.</p> <p>See reference above.</p>
12.	<p>Page 4. Number 12.</p> <p>Wage and Benefit Determination</p> <ul style="list-style-type: none"> • Does this mean how we will calculate our costs? • If so, how detailed does this need to be broken down? • Can they provide an example format to follow? 	<p>Per 5 GCA Chapter 5 § 5801. Wage Determination Established (a) In such cases where the government of Guam enters into contractual arrangements with a sole proprietorship, a partnership or a corporation ('contractor') for the provision of a service to the government of Guam, and in such cases where the contractor employs a person(s) whose purpose, in whole or in part, is the direct delivery of service contracted by the government of Guam, then the contractor shall pay such employee(s) in accordance with the Wage Determination for Guam and the Northern Mariana Islands issued and promulgated by the U.S. Department of Labor for such labor as is employed in the</p>

	QUESTION/INQUIRY AS SUBMITTED:	GWA RESPONSE:
		<p>direct delivery of contract deliverables to the government of Guam.</p> <p>The proposed pricing should ensure that the Wage and Benefit minimums are complied with. It will not be necessary to provide a breakdown.</p>
13.	<p>Page 5. Number 5.</p> <p>A listing of other contracts under which service similar in scope, size and discipline for the required services were performed in the past (10) years.</p> <ul style="list-style-type: none"> • This contradicts the 5 years in section C #6. Please clarify which year requirement necessary. 	<p>Page 5. Number 5 Now Reads: A listing of other contracts under which services similar in scope, size and discipline for the required services were performed or under undertaken in the past five (5) years.</p>
14.	<p>Page 5 Number 6.</p> <p>A plan giving as much detail as practical explaining how the services will be provided ...</p> <ul style="list-style-type: none"> • For the planning to occur, we need deliverables for us to accurately bid and structure a plan. Can GWA provide a detailed schedule of deliverables? 	<p>Please see <i>Section III Scope of Work</i>.</p>
15.	<p>Page 5 Number 7.</p> <p>Reference List of Clients</p> <ul style="list-style-type: none"> • Can this be individuals and businesses? • This list is just for business references? 	<p>The business reference can be individuals or businesses.</p> <p>Yes.</p>
16.	<p>Page 5 Section F. Paragraph 1.</p> <p>Amendments shall be distributed to allow prospective firms time to consider it in preparing its proposal.</p> <ul style="list-style-type: none"> • How will we be notified? 	<p>Amendments and responses to inquiries will be sent via email address provided by all firms that registered in GWA website.</p>



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	QUESTION/INQUIRY AS SUBMITTED:	GWA RESPONSE:
	<ul style="list-style-type: none"> • Do we have time to ask questions about the amendments? 	<p>The amendments will also be posted to the GWA website.</p> <p>Additional questions related to the amendments will be allowed until July 5.</p>
17.	<p>Page 7. Section E. Paragraph 1.</p> <p>Payment of any and all taxes...</p> <ul style="list-style-type: none"> • What work permits or visas would be needed if our subcontractors or employees have to go abroad to perform assessment? • Who sponsors them abroad? 	<p>Guam is a US territory, and any visas or work permits required are governed by Federal law. Any visas or work permits would be arranged with the respective US federal office, as applicable, by the contractor or subcontractor who would also be sponsors.</p>
18.	<p>Page 7. Section F. Paragraph 1.</p> <p>Will not award any contract to a proposer who has not complied with Guam Licensing Laws.</p> <ul style="list-style-type: none"> • Is the rate of pay is set by US Department of Labor and Guam law? • What is the subcontractor process? 	<p>Please see response to Question 12 above for information regarding wages. Both contractor and subcontractor follow the same licensing laws.</p>
19.	<p>Page 8. Section L. Paragraph 1.</p> <p>GWA reserve the right to secure information necessary to assess the competency and qualifications of the Proposer in accordance with methodologies set forth herein.</p> <ul style="list-style-type: none"> • Will GWA require background checks? Reference checks? What is needed? • Do we have to provide this for the subcontractors as well? 	<p>GWA will contact the references provided in the proposal submitted. References should also be provided for subcontractors at the time of requesting GWA's written consent (see RFI #11).</p>

	QUESTION/INQUIRY AS SUBMITTED:	GWA RESPONSE:
20.	<p>Page 9. Section M. Number 4.</p> <p>Quality of performance of the Proposer with regard to awards previously made</p> <ul style="list-style-type: none"> • What if we do not have any prior awards from Guam or GWA? Are we eliminated? 	<p>As noted in <i>Section I Instructions to Proposers E Contents of the Proposal</i>, proposers shall submit a list of other contracts under which services are similar in scope, size or discipline within the last five years.</p>
21.	<p>Page 9. Section M. Number 6.</p> <p>The sufficiency of the Financial Resources and ability of the Proposer to perform...</p> <ul style="list-style-type: none"> • How does will this be measured? What will we need to provide for this? • • How is the firm to be paid, and what reporting (if any) will we need to then provide? 	<p>GWA will determine the sufficiency of Financial Resources and the ability of the Proposers from the information provided in the proposal. Please carefully read the RFP to determine what should be included in the response to this RFP.</p> <p>That will be determined during negotiations.</p>
22.	<p>Page 9. Section N.</p> <p>Pre-proposal conferences may be held at any time prior to the date established herein...</p> <ul style="list-style-type: none"> • How are we notified? 	<p>See response to Question 16.</p>
23.	<p>Page 9. Section P.</p> <p>Proposals will be considered only from such Proposers who, in the opinion of GWA can show evidence of their ability, experience, equipment and facilities to render satisfactory performance the terms and conditions herein.</p> <ul style="list-style-type: none"> • What type of equipment and facilities does GWA require for this type of work? • May we include software required such as underwriter/actuary programs for coverage information? 	<p>The type of equipment and facilities necessary should be determined by the respondent to support the tasks required in this RFP.</p> <p>Respondents may include this information in their response.</p>



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	QUESTION/INQUIRY AS SUBMITTED:	GWA RESPONSE:
24.	<p>Page 10. Section U.</p> <p>The evaluation factors and the maximum awarded points for each are show below...</p> <ul style="list-style-type: none"> • How are these terms defined strength and stability of the vendor? • Project Organization as Plan for performing is the last 20% - does GWA mean the submittal's organization? • Can we provide an Organization Chart to identify key personnel and level of involvement in performing related work? 	<p>The strength and stability of the vendor will be determined by the documents provided in response to the RFP such as information about the organization and its key personnel. Please carefully read the RFP to determine what should be included in the response to this RFP.</p> <p>Project Organization speaks to how the project will be organized to carry out the required services. Please carefully read the RFP to determine what should be included in the response to this RFP.</p> <p>An Organization Chart could be provided. Please carefully read the RFP to determine what should be included in the response to this RFP.</p>
25.	<p>Page 11. Section V. Number 1.</p> <p>Will be subject to ...</p> <ul style="list-style-type: none"> • It appears that we would have time to get things squared away so should we list out what we would do in advance in the submittal? For example, E&O insurance for the firm etc. • How soon will they tell us after submission? 	<p>Please carefully read the RFP to determine what should be included in the response to this RFP.</p> <p>The timing of the award will be dependent on the evaluation of the proposals and the successful negotiation of the contract.</p>

	QUESTION/INQUIRY AS SUBMITTED:	GWA RESPONSE:
26.	<p>Page 12. Section V. Number 5.</p> <p>Proposer for GWA will carry out the GWA assignment under the direction and control of General Manager of the Guam Waterworks Authority or his/her designee(s). The Successful Proposer for GPA will carry out the GPA Assignment under the direction and control of the General Manager of the Guam Power Authority or his/her designee(s).</p> <ul style="list-style-type: none"> • This says 2 parties awarding separately GWA and GPA Please clarify. • The Scope of Work Section A discusses GWA-GPA relationship but does not explain the oversight and responsibilities for the contract. Please clarify. • What is the breakout and scope of control for each party? • What aspects of each of the requirements belongs to which agency? 	<p>GPA is not participating in this procurement.</p> <p>Page 12 section V. Number 5. is amended to read:</p> <p>“Proposer for GWA will carry out the GWA assignment under the direction and control of General Manager of the Guam Waterworks Authority or his/her designee(s).”</p>
27.	<p>Page 12. Section B.</p> <p>Secure Professional Risk Management and Insurance Consulting Services.</p> <ul style="list-style-type: none"> • Risk Management is a broad term - Does this apply to all areas of the company or only those specified that deal with the insurance coverage and the \$812 million dollars discussed? • Will we be looking to handle HR Risk Management, legal representative for any lawsuits etc. from customers? • Could GWA provide a listing of all company departments affected? 	<p>The services required are included under <i>Section III Scope of Work C Description of Services Required</i>.</p> <p>These services are not currently included in the scope.</p> <p>Insurance coverage will be provided to the entire Authority and so all departments are affected.</p>



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	QUESTION/INQUIRY AS SUBMITTED:	GWA RESPONSE:
	<ul style="list-style-type: none"> • How will general counsel interact with this position? • What assets are under lease from the US Navy will we be looking at and what is the current insurance coverage? • Will we be able to see the specific policies listed? Can that be secured prior to for comparison AS IS and TO BE state or does that get disclosed only after award? 	<p>The general counsel may review the documents generated from this contract, e.g., the documents related to the insurance procurement.</p> <p>Agafa Gumas Well, Mangilao Well, Tumon Maui Well, Tarague Beach Naval Support Activity; see Certificates of Liability in Attachment Q27.</p> <p>The policies have been included in the response to Question 1.</p>
28.	<p>Page 13. Section C</p> <p>This whole section appears to be deemed after contract is awarded. What do we have to include in the response?</p> <ul style="list-style-type: none"> • Explanation of how we would go about doing the work. • Do we have to provide using dummy data sample output? • Do we need to specify what tools we would use? • What expertise we would apply? • How we would analyze, what data models we would use? 	<p>As stated in <i>Section III Scope of Work D Deliverables</i> it is expected that the response to this RFP will include a project schedule and a cost proposal.</p> <p>The performance of the required services including any sample outputs, tools, expertise, and data models should be determined and proposed by each respondent to the RFP.</p>

	QUESTION/INQUIRY AS SUBMITTED:	GWA RESPONSE:
29.	<p>Page 13. Section C. Number 1</p> <ul style="list-style-type: none"> • To bid on labor we would need to know more about the policies GWA has - quantity, content etc. Will this be provided? • Do we need to provide generally what we think you would need as a water authority and what that coverage could/should be and how specific? Example: Automobile insurance - do they have a fleet and if so, how big is it? How much do they drive per day etc. 	<p>The policies will be provided in response to Question 1.</p> <p><i>Section III Scope of Work D Deliverables</i> states the responses expected by respondents in order to perform the services required as included in <i>Section III Scope of Work C Description of Required Services</i>.</p>
30.	<p>Page 13. Section C Number 2</p> <ul style="list-style-type: none"> • Same as above, what documentation do we need to provide to prove capability? • Does an RFP already exist for Pollution insurance? 	<p>Page 4 <i>Section I. Instructions to Proposers C. Response Format and Content</i> discusses documentation required for response to this RFP. Pages 8 and 9 <i>Section II. General Terms and Conditions M Determination of Most Qualified Proposer</i> discusses the determination of the most qualified proposer.</p> <p>Our General Liability policy includes coverage of pollution related liability.</p>
31.	<p>Page 13 Section C Number 2e</p> <ul style="list-style-type: none"> • This section talks about annual renewals when GWA was 3 years into a 5-year term- so what annual renewals are going on? 	<p>The insurance policies have a one-year term and are renewed annually.</p>



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	QUESTION/INQUIRY AS SUBMITTED:	GWA RESPONSE:
32.	<p>Page 13 Section 3a.</p> <ul style="list-style-type: none"> • What technology does GWA use to handle risk management today? • What does GWA use to house documents like insurance certificates? • If there is none, then would GWA like us to source a vendor and system administrator for the same? • Claims Handling - we assume that this is up to the point of submission to the carrier? Is that correct? • Risk Mgmt. Manual please define what areas we are responsible for or if all? • If all, could GWA provide an Org Chart, staff count and job descriptions? 	<p>GWA does not currently use software to manage risk.</p> <p>GWA keeps electronic copies of its insurance certificates.</p> <p>These services are not currently included in the scope.</p> <p>Please carefully read the RFP to determine what should be included in the response to this RFP.</p> <p>Please carefully read the RFP to determine what should be included in the response to this RFP. The areas covered are those included in <i>Section III Scope of Work C Description of Services Required</i>.</p> <p>Not applicable.</p>
33.	<p>Page 13. Section 3b</p> <ul style="list-style-type: none"> • Asset exposure and Risk - we would need to know volume and types that will dictate what type of experts we need to bring in to define unless this is already documented. Please clarify. • Procurement documents and contracts -does GWA have process flow maps? • FEMA Waivers- how many waivers are at play- is the task to determine when FEMA kicks 	<p>Information about GWA can be found on our website and is included in our audits and annual reports at https://guamwaterworks.org/finance/</p> <p>GWA has recently updated its procurement processes and is currently updating its process flow maps.</p> <p>GWA does not currently have any FEMA waivers.</p>

	QUESTION/INQUIRY AS SUBMITTED:	GWA RESPONSE:
	<p>in?</p> <ul style="list-style-type: none"> • Valuation - We would like to know the volume and type to figure how big a to cost the project. Will this be provided after the contract is won? • Valuation For building replacement we need to know volume, age, etc. Will this be provided after contract is won? • Cyber security - This is a big all-encompassing net. Risk Analysis and Evaluation will require a determined scope of project. Could GWA clarify this scope? • Networks and IT infrastructure per location, building etc. need to be disclosed for us to get a chance to bid and any recommendations and remediation would need to clearly defined. Will this be provided by GWA? 	<p>Information about GWA can be found on our website and is included in our audits and annual reports at https://guamwaterworks.org/finance/</p> <p>Information about GWA can be found on our website and is included in our audits and annual reports at https://guamwaterworks.org/finance/. Additional detail can be provided after contract is awarded.</p> <p>Please carefully read the RFP to determine what should be included in the response to this RFP.</p> <p>This will be provided as it is required.</p>
34.	<p>Page 14. Section 3c.</p> <ul style="list-style-type: none"> • Please clarify or provide examples of GWA's need for other services. • Risk Control Services - does GWA mean evaluate what quality controls and audit measures exist across their entire business? • Risk Financing Services-does GWA mean the payment gateways for their customers, their banking, their investments? Can we get more detail? 	<p>The scope of these services will be negotiated before they are agreed to.</p> <p>This service would help GWA identify and manage exposure to various risks and provide recommendations to help eliminate or reduce those risks.</p> <p>Some of the services may include risk identification, forecasting, and loss accrual studies, high deductible and self-insurance program collateral reviews, alternative risk financing plan evaluations and comparisons, captive insurance feasibility studies and formation assistance, property and casualty insurance programs audits.</p>



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	QUESTION/INQUIRY AS SUBMITTED:	GWA RESPONSE:
35.	<p>Page 14. Section D. Paragraph 1</p> <p>The Schedule must include what resources will be required and all costs associated broken down by hourly rates or unit costs...</p> <ul style="list-style-type: none"> • Can GWA provide more detail on what they own. lease, their structure, their past claims experience, policies in force... etc. • Is there a format to follow for the plan? • Is there a format to follow for the monthly report? • Is there a format to follow for the invoice? 	<p>Information about GWA can be found on our website and is included in our audits and annual reports at https://guamwaterworks.org/finance/ Policies were provided in response to Question 1, claims history is provided in response to Question 2.</p> <p>There is currently no prescribed format.</p> <p>There is currently no prescribed format.</p> <p>There is currently no prescribed format.</p>
36.	<p>Page 15. Number 1</p> <ul style="list-style-type: none"> • Is there a particular program or format GWA wants us to use for this? 	<p>There is no particular program or format required.</p>
37.	<p>Page 15. Number 2</p> <ul style="list-style-type: none"> • What is the change control process? How will this occur if you rescind or modify? 	<p>The Scope of Services will be agreed to during negotiations. Any changes must be within the Scope as provided in the RFP.</p>
38.	<p>Page 15. Number 3</p> <ul style="list-style-type: none"> • What happens if GWA decides not to follow our analysis and recommendations? Are we liable in any way? • What does that process look like? 	<p>The Scope of Services will be negotiated and agreed to by both parties.</p>

	QUESTION/INQUIRY AS SUBMITTED:	GWA RESPONSE:
39.	Page 15. Number 4/5 <ul style="list-style-type: none"> • What kind of notice will we receive and what kind of cure timeline will we have if you reject a proposal for subcontractor? • What does that look like and what is the turnaround time? 	GWA evaluation team will review the proposal and determine if the subcontractor proposed is acceptable to GWA. The outcome of the decision will be transmitted via in writing. The subcontractor review process will be completed within 10 working days or sooner.

Bidders are also notified to visit the GWA website: www.guamwaterworks.org to ensure that any addenda to the bid, answers to questions, and reminders are communicated to all bidders during the solicitation process.



Miguel C. Bordallo, P.E.
General Manager *CB*

6/18/2024

Date

Attachment Q1

Response to Inquiries

RFP No. 2024-07 Risk Management & Insurance Consulting Services

- Policy Summary
- Property Policy
- Directors & Officers Policy
- Crime Policy
- Auto Policy
- General Liability Policy

GUAM WATERWORKS AUTHORITY

SUMMARY OF COVERAGES

POLICY DESCRIPTION	CURRENT INSURER	COVERAGE	May 2022-2023 PREMIUM	May 2023-2024 PREMIUM	May 2024-2025 PREMIUM
<p>PROPERTY (Blanket coverage for "All risks of direct physical loss or damage to all Real & Personal Property belonging to the Insured, or in which the Insured has insurable interest".)</p> <p>PROPERTY VALUES: 2022 to 2023: \$3,945,999,776 2023 to 2024: \$3,945,999,776</p> <p>COVERAGE: All risk including Equake, Windstorm, Flood, Typhoon &/or Hail, Tidal Wave, Loss of Revenues/Business Interruption, & Extra Expense, Boiler & Machinery Breakdown, EDP Hardware/Software/Extra Expense, Ordinance of Law ICC Demo & Period of Restoration, including Underground Assets or a Scheduled Agreed Amount basis</p> <p>SUBLIMITS (Each & Every Occurrence): Personal Property in Transit \$250,000 Valuable Papers & Records and Computer Media \$1,000,000 Automatic Acquisition \$1,000,000 Boiler Explosion and Machinery Breakdown \$5,000,000 Denial of Access \$1,000,000 Suppliers and Customers \$1,000,000 Debris Removal \$1,000,000 Mold (in the aggregate) \$250,000</p> <p>SPECIAL FORM: STANDARD EXCLUSIONS: (As defined under the policy, including but not limited to:) a. Ordinance of Law b. Earth Movement c. Governmental Action d. Nuclear Hazard e. Utility Services f. War and Military Action g. Water (Flood, Mudslide or Mudflow, Seepage and Sewer Backup) h. All Other Mechanical Breakdown Exclusions as Defined Under the Policy</p> <p>CO-INSURANCE: Waived</p> <p>VALUATION: Replacement Cost</p> <p>SELF-INSURED RETENTION/TIME EXCESS/DEDUCTIBLES: Earthquake, Windstorm &/or Typhoon or Hail and Tidal Wave (any one occurrence) \$1,000,000 All Other Covered Causes of Loss (any one occurrence) \$100,000 Time Excess 7 Days</p>	<p>DB Insurance</p>	<p>\$30,000,000 <i>Any One Occurrence</i></p>	<p>\$1,475,604.00</p>	<p>\$1,475,604.00</p>	<p>\$1,475,604.00</p>
<p>GENERAL LIABILITY</p> <p>LIMIT OF LIABILITY: Section A - Public Liability (any one occurrence) \$25,000,000 Section B - Pollution Liability (any one occurrence/aggregate) \$15,000,000 Section C - Products Liability (any one occurrence/aggregate) \$25,000,000</p> <p>TERRITORIAL LIMITS: Guam but Worldwide in respects of Products</p> <p>DEDUCTIBLE: Bodily Injury &/or Property Damage (Each and Every Loss) \$300,000</p>	<p>DB Insurance</p>	<p>\$25,000,000 any one occurrence</p>	<p>\$213,483.00</p>	<p>\$213,483.00</p>	<p>\$224,135.40</p>
<p>DIRECTORS & OFFICERS LIABILITY</p> <p>LIMIT OF LIABILITY: Employment Related Practic Sublimit: \$2,000,000 \$2,000,000</p> <p>INSURING AGREEMENTS: A. Directors & Officers Liability B. Company Reimbursement</p> <p>RETENTION (any one claim): Nil</p> <p>PRIOR ACT EXCLUSION: 4/12/2012</p>	<p>DB Insurance</p>	<p>\$2,000,000 \$2,000,000</p>	<p>\$27,750.00</p>	<p>\$27,750.00</p>	<p>\$27,750.00</p>
<p>AUTOMOBILE</p> <p>A. Bodily Injury & Property Damage Liability (combined single limit) \$2,000,000 B. Medical Payments - each person \$1,000 C. Collision - Deductible ACV / \$1,000 D. Uninsured Motorists - each person/accident \$25,000/\$50,000</p> <p>NO. OF VEHICLES: 2023 to 2024: 213 Vehicles 2024 to 2025: 181 Vehicles</p>	<p>DB Insurance</p>	<p>\$2,000,000 \$1,000 ACV / \$1,000 \$25,000/\$50,000</p>	<p>\$43,839.52</p>	<p>\$55,729.94</p>	<p>\$112,230.46 Collision Coverage for only vehicles with value of \$10,000 & above</p>
<p>CRIME</p> <p>DEDUCTIBLE All Sections of Coverage Except iro Loss Inside/Outside Premises Loss Inside/Outside Premises \$50,000 \$10,000</p> <p>A. Aggregate \$1,000,000 B. Employee Dishonesty Coverage \$1,000,000 C. Loss Inside the Premises Coverage \$100,000 D. Loss Outside the Premises Coverage \$100,000 E. Money Orders and Counterfeit Paper Currency Coverage \$100,000 F. Depositors Forgery Coverage \$100,000 G. Cheque Forgery \$100,000 H. Third Party Computer & Frauds Transfer Fraud \$100,000 I. Costs \$100,000</p>	<p>DB Insurance</p>	<p>\$50,000 \$10,000</p>	<p>\$13,487.00</p>	<p>\$13,487.00</p>	<p>\$13,487.00</p>
TOTAL ANNUAL PREMIUM :			\$1,774,163.52	\$1,786,053.94	\$1,853,206.86

Note: This is a summary page only. Please refer to actual policy for coverage details.

COMMERCIAL PROPERTY INSURANCE POLICY



Moylan's Insurance Underwriters, Inc.

424 W O BRIEN DR, STE 102, HAGATNA, GUAM 96910

TEL : (671) 477-8613 / 7500 / 8616

E-MAIL : agana@moylans.net FAX : (671) 477-1837

General Agent for :



DB Insurance Co., Ltd.
Seoul, Korea

PLEASE READ YOUR POLICY. If incorrect return for immediate correction.
Carefully note condition requiring immediate notice of every occurrence, claim or suit.
Loss, if any, please notify : Equitable Adjusting & Service at 477-7514

COMMON POLICY DECLARATIONS

COMPANY NAME AREA DB Insurance Co., Ltd. 424 W. O'Brien Dr. Ste 233, Hagatna, Guam 96910	PRODUCER NAME AREA Moylan's Insurance Underwriters, Inc. 424 W. O'Brien Dr. Ste 102, Hagatna, Guam 96910
NAMED INSURED: <u>Guam Waterworks Authority</u>	
MAILING ADDRESS: <u>P.O. Box 3010</u> <u>Hagatna, Guam 96932</u>	
POLICY PERIOD: FROM <u>05/01/2022</u> TO <u>05/01/2027</u> AT 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE	

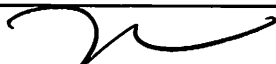
BUSINESS DESCRIPTION	A Guam Public Corporation (Ownership, operation and maintenance of fresh and waste water facilities).
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IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.	
	PREMIUM
CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART	\$ _____
COMMERCIAL AUTOMOBILE COVERAGE PART	\$ _____
COMMERCIAL GENERAL LIABILITY COVERAGE PART	\$ _____
COMMERCIAL INLAND MARINE COVERAGE PART	\$ _____
COMMERCIAL LIABILITY UMBRELLA	\$ _____
COMMERCIAL PROPERTY COVERAGE PART	\$ <u>1,475,604.00</u>
CRIME AND FIDELITY COVERAGE PART	\$ _____
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART	\$ _____
EQUIPMENT BREAKDOWN COVERAGE PART	\$ _____
FARM COVERAGE PART	\$ _____
LIQUOR LIABILITY COVERAGE PART	\$ _____
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART	\$ _____
POLLUTION LIABILITY COVERAGE PART	\$ _____
TOTAL:	\$ <u>1,475,604.00</u>
Premium shown is payable: \$ <u>1,475,604.00</u> at inception. \$ _____	

FORMS APPLICABLE TO ALL COVERAGE PARTS (SHOW NUMBERS):

Refer to Attached Schedule of Endorsement and Forms

Countersigned: 05/24/2022	By: 
(Date)	(Authorized Representative) Moylan's Insurance Underwriters, Inc. General Agent

NOTE

OFFICERS' FACSIMILE SIGNATURES MAY BE INSERTED HERE, ON THE POLICY COVER OR ELSEWHERE AT THE COMPANY'S OPTION.


Yonjo Choi

MANAGER


JEONG-NAM KIM

PRESIDENT

COMMERCIAL PROPERTY COVERAGE PART DECLARATIONS PAGE

POLICY NO.20220505450-0001 EFFECTIVE DATE 05 / 01 / 2022

"X" If Supplemental
Declarations Is Attached

NAMED INSURED

Guam Waterworks Authority

DESCRIPTION OF PREMISES

Prem. No.	Bldg. No.	Location, Construction And Occupancy
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All the items on Attached Schedule/Description of Covered Property

COVERAGES PROVIDED Insurance At The Described Premises Applies Only For Coverages For Which A Limit Of Insurance Is Shown

Prem. No.	Bldg. No.	Coverage	Limit Of Insurance	Covered Causes Of Loss	Coinsurance*	Rates
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Refer to Attached Schedule/Description of Property

*If Extra Expense Coverage, Limits On Loss Payment

OPTIONAL COVERAGES Applicable Only When Entries Are Made In The Schedule Below

Prem. No.	Bldg. No.	Agreed Value			Replacement Cost (X)		
		Expiration Date	Cov.	Amount	Building	Pers. Prop.	Including "Stock"

Refer to Attached Schedule/Description of Property

Inflation Guard (%)	*Monthly Limit Of	Maximum Period	*Extended Period
Bldg. Pers. Prop.	Indemnity (Fraction)	Of Indemnity (X)	Of Indemnity (Days)

Not Applicable/Not Covered

*Applies to Business Income Only

MORTGAGEHOLDERS

Prem. No.	Bldg. No.	Mortgageholder Name And Mailing Address
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None Stated

DEDUCTIBLE

\$500. Exceptions: Refer to Attached Schedule/Description of Covered Property

FORMS APPLICABLE

To All Coverages: Refer to Attached Schedule/Description of Covered Property

To Specific Premises/Coverages:

Prem. No.	Bldg. No.	Coverages	Form Number
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Endorsement No. 1

NAMED INSURED Guam Waterworks Authority

SCHEDULE/DESCRIPTON OF COVERED PROPERTY

I. DECLARED REPLACEMENT VALUE:

\$3,945,999,776.00 (Per Attached 2022 Detailed Property Schedule provided by the Insured)

DESCRIPTION	COUNT	REPLACEMENT VALUE
WATER STORAGE TANKS	33	\$ 122,750,000
FRESH WATER TREATMENT PLANTS	1	\$ 50,000,000
BUILDINGS & CONTENTS	6	\$ 19,567,185
WELLS	120	\$ 143,539,315
FRESH WATER BOOSTER PUMP STATIONS	35	\$ 20,072,533
FRESH WATER UNDERGROUND PIPING	2,635,725 Lineal Feet	\$ 1,193,863,125
WASTE WATER TREATMENT PLANTS	6	\$ 338,007,158
WASTE WATER BOOSTER PUMP STATIONS	84	\$ 281,950,000
MANHOLES	7,229	\$ 352,413,750
WASTE WATER UNDERGROUND PIPING	1,848,000 Lineal Feet	\$ 1,398,095,800
CUSTOMER WATER METERS	50,837	\$ 21,343,010
ELECTRONIC DATA PROCESSING EQPT - HARD & SOFTWARE	1,503	\$ 4,397,900
TOTAL		\$ 3,945,999,775

For insurance purposes, GWA wishes to self-insure for most of the underground asset exposure but would like to schedule an Agreed Amount Insured Value for a portion of the underground exposures as follows:

DESCRIPTION	COUNT	REPLACEMENT VALUE
WELLS	120	\$ 10,047,752*
FRESH WATER UNDERGROUND PIPING	3,384,674	\$ 17,907,947
MANHOLES	7,229	\$ 17,620,688
WASTEWATER UNDERGROUND PIPING	1,848,000	\$ 20,971,437

*Represents the desired insured value of the underground portion of the wells (10% of \$100MM). Above ground value is estimated at \$43,061,795

DESCRIPTION	LIMIT OF INSURANCE
BUSINESS INTERRUPTION	\$ 101,663,816

II. LIMIT OF INSURANCE:

\$30,000,000.00 Any One Occurrence

a) Underground Exposures - Part of Blanket Limit

b) Underground Exposures - Sublimited

- **\$10,047,752** - Wells
- **\$17,907,947** – Fresh Water Underground Piping
- **\$17,620,688** – Manholes
- **\$20,971,437** – Wastewater Underground Piping

SUBLIMITS:

\$ 250,000.00 Personal Property in Transit

\$1,000,000.00 Valuable Papers & Records and Computer Media

\$1,000,000.00 Automatic Acquisition

\$5,000,000.00 Boiler Explosion and Machinery Breakdown

\$1,000,000.00 Denial of Access

\$1,000,000.00 Suppliers and Customers

\$1,000,000.00 Debris Removal

\$ 250,000.00 Mold (in the aggregate)

III. COVERAGE PROVIDED:

Blanket Coverage for **All risks of direct physical loss or damage** to all Real & Personal Property belonging to the Insured, or in which the Insured has insurable interest.

Including:

- Earthquake, Windstorm, Flood, Typhoon &/or Hail, Tidal Wave
- Loss of Revenue/ Business Interruption and Extra Expense
- Boiler and machinery Breakdown
- EDP hardware/ Software/ Extra Expense
- Ordinance or Law – ICC Demo & period of Restoration
- Include Underground Assets on a Scheduled Agreed Amount basis as outlined in “Required Conditions”

IV. COVERED CAUSES OF LOSS:

Special Form to include Fire, Lightning, Explosion, Windstorm &/or Typhoon or Hail, Smoke, Aircraft or Vehicles, Riot or Civil Commotion, Vandalism, Sinkhole Collapse, Volcanic Action, Falling Objects, Sprinkler Leakage, Earthquake, Volcanic Eruption

V. SPECIAL FORM; STANDARD EXCLUSION(s):

As defined under the policy, Including but not limited to:

- a. Ordinance or Law
- b. Earth Movement
- c. Governmental Action
- d. Nuclear Hazard
- e. Utility Services
- f. War and Military Action
- g. Water (Flood, Mudslide or mudflow, Seepage and sewer backup)
- h. All other mechanical breakdown exclusions as defined under the policy

VI. CO-INSURANCE: Waived

VII. VALUATION:

Recovery shall be made on the basis of one hundred percent (100%) of the property's current replacement value at the time and place of loss, subject to the limit of coverage provided by the Policy. The Insured shall not be required to rebuild damaged or destroyed structures on the same site nor with like kind and quality

VIII. SELF-INSURED RETENTION / TIME EXCESS/ DEDUCTIBLE(S):


- Earthquake, Windstorm &/or Typhoon or Hail, and Tidal Wave
- **\$1,000,000.00** any one occurrence
- All Other Covered Causes of Loss - **\$100,000.00** any one occurrence
- Time Excess – 7 Days

Nothing herein contained shall be held to vary, alter, waive or change any of the terms, limits or conditions of the Policy, except as herein above set forth.

This endorsement is effective as of **May 1, 2022**

Attached to and forming part of Policy No. **20220505450-0001** issued by
DB Insurance Co., Ltd,

By: _____


Authorized Representative
Moylan's Insurance Underwriters, Inc.
General Agent

Endorsement No. 2

Named Insured Guam Waterworks Authority

**SCHEDULE OF ENDORSEMENTS AND FORMS
MADE AND FORMING PART OF THIS POLICY**

<u>Form Number</u>	<u>Title</u>
1.	IL DS 00 09 08 Common Policy Declarations
2.	CP DS 00 10 00 Commercial Property Coverage Part Declarations Page
3.	Endorsement No. 1 Schedule/Description of Covered Property
4.	Endorsement No. 2 Schedule of Endorsements and Forms
5.	2022 Detailed Property Schedule Provided by GWA
6.	Policy Signature Page
7.	CP 00 10 10 12 Building and Personal Property Coverage Form
8.	CP 00 30 10 12 Business Income (and Extra Expense Coverage Form)
9.	CP 10 30 10 12 Causes of Loss – Special Form
10.	CP 00 90 07 88 Commercial Property Conditions
11.	IL 00 17 11 98 Common Policy Conditions
12.	CP 10 40 10 12 Earthquake and Volcanic Eruption Endorsement
13.	CP 10 46 10 12 Equipment Breakdown Cause of Loss
14.	CP 10 65 10 12 Flood Coverage Endorsement
15.	CP 01 58 10 12 Guam Changes
16.	CP 02 09 04 01 Guam Changes - Cancellation
17.	CP 12 32 06 07 Limitation on Loss Settlement – Blanket Insurance (Margin Clause)
18.	LMA5130 Application of Sublimits Endorsement
19.	Automatic Acquisition Clause
20.	NMA2962 Biological or Chemical Materials Exclusion
21.	Building Ordinance or Law –Demolition and Increased Time to Rebuild
22.	Building Ordinance or Law – Increased Cost of Construction
23.	Business Interruption Extension
24.	Cancellation Clause
25.	Communicable Disease Exclusion – LMA5394
26.	Cyber Loss Limited Exclusion Clause No. 1 – LMA5410
27.	Damage to Building Exterior
28.	Damage to Building Interior
29.	Deductible Endorsement
30.	Demolition Cost and Increased Time to Rebuild (Building, Ordinance or Law Demolition Cost)
31.	Denial of Access by Civil Authority
32.	Earthquake Damage
33.	NMA2802 Electronic Date Recognition Exclusion (EDRE)
34.	Errors and Omissions Clause/Misrepresentation of Fraud
35.	Exclusion of Certified Acts of Terrorism
36.	Exclusion of Mold, Fungus, Wet Rot, Dry Rot and Bacteria
37.	Extra Expense Extension
38.	LMA5062 Fraudulent Claim Clause
39.	CL370 Institute Radioactive Contamination, Chemical, Biological, Bio- Chemical and Electromagnetic Weapons Exclusion Clause
40.	Jurisdiction
41.	Preservation of Property

- 42. Schedules
- 43. Valuation
- 44. Waiver of Coinsurance of Average Clause
- 45. Waiver of Subrogation – Tenants Clause
- 46. NMA2918 War and Terrorism Exclusion Endorsement
- 47. Multi-Year Policy Endorsement
- 48. Payment Schedule Agreement

Nothing herein contained shall be held to vary, alter, waive or change any of the terms, limits or conditions of the Policy, except as herein above set forth.

This endorsement is effective as of **May 1, 2022**

Attached to and forming part of Policy No. **20220505450-0001** issued by DB Insurance Co., Ltd,

By: 

Authorized Representative
Moylan's Insurance Underwriters, Inc.
General Agent

Endorsement No. 2

Named Insured Guam Waterworks Authority

**SCHEDULE OF ENDORSEMENTS AND FORMS
MADE AND FORMING PART OF THIS POLICY**

<u>Form Number</u>	<u>Title</u>
1. IL DS 00 09 08	Common Policy Declarations
2. CP DS 00 10 00	Commercial Property Coverage Part Declarations Page
3. Endorsement No. 1	Schedule/Description of Covered Property
4. Endorsement No. 2	Schedule of Endorsements and Forms
5.	2022 Detailed Property Schedule Provided by GWA
6 CP 00 10 10 12	Building and Personal Property Coverage Form
7 CP 00 30 10 12	Business Income (and Extra Expense Coverage Form)
8 CP 10 30 10 12	Causes of Loss – Special Form
9 CP 00 90 07 88	Commercial Property Conditions
10 IL 00 17 11 98	Common Policy Conditions
11 CP 10 40 10 12	Earthquake and Volcanic Eruption Endorsement
12 CP 10 46 10 12	Equipment Breakdown Cause of Loss
13 CP 10 65 10 12	Flood Coverage Endorsement
14 CP 01 58 10 12	Guam Changes
15 CP 02 09 04 01	Guam Changes - Cancellation
16 CP 12 32 06 07	Limitation on Loss Settlement – Blanket Insurance (Margin Clause)
17 LMA5130	Application of Sublimits Endorsement
18	Automatic Acquisition Clause
19 NMA2962	Biological or Chemical Materials Exclusion
20	Building Ordinance or Law –Demolition and Increased Time to Rebuild
21	Building Ordinance or Law – Increased Cost of Construction
22	Business Interruption Extension
23	Cancellation Clause
24	Communicable Disease Exclusion – LMA5394
25	Cyber Loss Limited Exclusion Clause No. 1 – LMA5410
26	Damage to Building Exterior
27	Damage to Building Interior
28	Deductible Endorsement
29	Demolition Cost and Increased Time to Rebuild (Building, Ordinance or Law Demolition Cost)
30	Denial of Access by Civil Authority
31	Earthquake Damage
32 NMA2802	Electronic Date Recognition Exclusion (EDRE)
33	Errors and Omissions Clause/Misrepresentation of Fraud
34	Exclusion of Certified Acts of Terrorism
35	Exclusion of Mold, Fungus, Wet Rot, Dry Rot and Bacteria
36	Extra Expense Extension
37 LMA5062	Fraudulent Claim Clause
38 CL370	Institute Radioactive Contamination, Chemical, Biological, Bio-Chemical and Electromagnetic Weapons Exclusion Clause
39	Jurisdiction
40	Preservation of Property
41	Schedules

42		Valuation
43		Waiver of Coinsurance of Average Clause
44		Waiver of Subrogation – Tenants Clause
45	NMA2918	War and Terrorism Exclusion Endorsement
46		Multi-Year Policy Endorsement
47		Payment Schedule Agreement

Nothing herein contained shall be held to vary, alter, waive or change any of the terms, limits or conditions of the Policy, except as herein above set forth.

This endorsement is effective as of **May 1, 2022**

Attached to and forming part of Policy No. **20220505450-0001** issued by
DB Insurance Co., Ltd,

By: 

Authorized Representative
Moylan's Insurance Underwriters, Inc.
General Agent

2022 DETAILED PROPERTY SCHEDULE PROVIDED BY GUAM WATERWORKS AUTHORITY

Property Description	Village Location	Sub Location	Replacement Costs			Inventory	Building Use	Owned or Leased	Class	Year Built	Guards	Fences	Sprinkler	Burglary	Fire	Smoke
			Total	Story	EDP Equipment (Computers)											
Wells	Agana	Deepwell A01	\$ 1,240,355.00	1			Extract & Treat Raw Water	Owned	concrete	6/1/1965	Y	Y	Y	Y	Y	N
Wells	Agana	Deepwell A02	\$ 1,422,720.00	1			Extract & Treat Raw Water	Owned	concrete	6/1/1965	Y	Y	Y	Y	Y	N
Wells	Agana	Deepwell A03	\$ 1,239,355.00	1			Extract & Treat Raw Water	Owned	concrete	6/1/1966	Y	Y	Y	Y	Y	N
Wells	Agana	Deepwell A04	\$ 1,228,327.00	1			Extract & Treat Raw Water	Owned	concrete	6/1/1966	Y	Y	Y	Y	Y	N
Wells	Agana	Deepwell A05	\$ 1,217,299.00	1			Extract & Treat Raw Water	Owned	concrete	6/1/1966	Y	Y	Y	Y	Y	N
Wells	Agana	Deepwell A06	\$ 1,206,271.00	1			Extract & Treat Raw Water	Owned	concrete	6/1/1967	Y	Y	Y	Y	Y	N
Wells	Agana	Deepwell A07	\$ 1,195,243.00	1			Extract & Treat Raw Water	Owned	concrete	6/1/1967	Y	Y	Y	Y	Y	N
Wells	Agana	Deepwell A08	\$ 1,184,215.00	1			Extract & Treat Raw Water	Owned	concrete	6/1/1967	Y	Y	Y	Y	Y	N
Wells	Agana	Deepwell A09	\$ 1,173,187.00	1			Extract & Treat Raw Water	Owned	concrete	6/1/1967	Y	Y	Y	Y	Y	N
Wells	Agana	Deepwell A10	\$ 1,162,159.00	1			Extract & Treat Raw Water	Owned	concrete	6/1/1967	Y	Y	Y	Y	Y	N
Wells	Ordot Chalan Pago	Deepwell A12	\$ 1,628,578.00	1			Extract & Treat Raw Water	Owned	concrete	6/1/1968	Y	Y	Y	Y	Y	N
Wells	Agana	Deepwell A13	\$ 1,235,355.00	1			Extract & Treat Raw Water	Owned	concrete	6/1/1972	Y	Y	Y	Y	Y	N
Wells	Agana	Deepwell A14	\$ 1,224,485.00	1			Extract & Treat Raw Water	Owned	concrete	6/1/1972	Y	Y	Y	Y	Y	N
Wells	Agana	Deepwell A15	\$ 1,213,615.00	1			Extract & Treat Raw Water	Owned	concrete	6/1/1972	Y	Y	Y	Y	Y	N
Wells	Agana	Deepwell A17	\$ 1,202,745.00	1			Extract & Treat Raw Water	Owned	concrete	6/1/1973	Y	Y	Y	Y	Y	N
Wells	Agana	Deepwell A18	\$ 1,191,875.00	1			Extract & Treat Raw Water	Owned	concrete	6/1/1973	Y	Y	Y	Y	Y	N
Wells	Agana	Deepwell A19	\$ 1,181,005.00	1			Extract & Treat Raw Water	Owned	concrete	6/1/1973	Y	Y	Y	Y	Y	N
Wells	Agana	Deepwell A21	\$ 1,170,135.00	1			Extract & Treat Raw Water	Owned	concrete	6/1/1974	Y	Y	Y	Y	Y	N
Wells	Agana	Deepwell A23	\$ 1,159,265.00	1			Extract & Treat Raw Water	Owned	concrete	7/1/1984	Y	Y	Y	Y	Y	N
Wells	Agana	Deepwell A25	\$ 1,148,395.00	1			Extract & Treat Raw Water	Owned	concrete	7/1/1984	Y	Y	Y	Y	Y	N
Wells	Agana	Deepwell A26	\$ 1,137,525.00	1			Extract & Treat Raw Water	Owned	concrete	7/1/1984	Y	Y	Y	Y	Y	N
Wells	Agana	Deepwell A28	\$ 1,126,655.00	1			Extract & Treat Raw Water	Owned	concrete	7/1/1984	Y	Y	Y	Y	Y	N
Wells	Agana	Deepwell A29	\$ 1,115,785.00	1			Extract & Treat Raw Water	Owned	concrete	7/1/1991	Y	Y	Y	Y	Y	N
Wells	Agana	Deepwell A30	\$ 1,104,915.00	1			Extract & Treat Raw Water	Owned	concrete	7/1/1991	Y	Y	Y	Y	Y	N
Wells	Agana	Deepwell A31	\$ 1,094,045.00	1			Extract & Treat Raw Water	Owned	concrete	7/1/1991	Y	Y	Y	Y	Y	N
Wells	Agana	Deepwell A32	\$ 1,083,175.00	1			Extract & Treat Raw Water	Owned	concrete	7/1/1991	Y	Y	Y	Y	Y	N
Wells	Yigo	Deepwell AG01	\$ 1,072,305.00	1			Extract & Treat Raw Water	Owned	concrete	6/1/1978	Y	Y	Y	Y	Y	N
Wells	Yigo	Deepwell AG02	\$ 1,061,435.00	1			Extract & Treat Raw Water	Owned	concrete	6/1/1968	Y	Y	Y	Y	Y	N
Wells	Dededo	Deepwell D01	\$ 1,612,543.00	1			Extract & Treat Raw Water	Owned	concrete	6/1/1965	Y	Y	Y	Y	Y	N
Wells	Dededo	Deepwell D02	\$ 1,605,423.00	1			Extract & Treat Raw Water	Owned	concrete	6/1/1965	Y	Y	Y	Y	Y	N
Wells	Dededo	Deepwell D03	\$ 947,928.00	1			Extract & Treat Raw Water	Owned	concrete	6/1/1965	Y	Y	Y	Y	Y	N
Wells	Dededo	Deepwell D04	\$ 964,287.00	1			Extract & Treat Raw Water	Owned	concrete	6/1/1965	Y	Y	Y	Y	Y	N
Wells	Dededo	Deepwell D05	\$ 1,622,543.00	1			Extract & Treat Raw Water	Owned	concrete	6/1/1965	Y	Y	Y	Y	Y	N
Wells	Dededo	Deepwell D06	\$ 950,000.00	1			Extract & Treat Raw Water	Owned	concrete	6/1/1966	Y	Y	Y	Y	Y	N
Wells	Dededo	Deepwell D07	\$ 964,582.00	1			Extract & Treat Raw Water	Owned	concrete	6/1/1966	Y	Y	Y	Y	Y	N
Wells	Dededo	Deepwell D08	\$ 1,240,155.00	1			Extract & Treat Raw Water	Owned	concrete	6/1/1966	Y	Y	Y	Y	Y	N
Wells	Dededo	Deepwell D09	\$ 1,226,153.00	1			Extract & Treat Raw Water	Owned	concrete	8/1/1991	Y	Y	Y	Y	Y	N
Wells	Dededo	Deepwell D10	\$ 1,212,151.00	1			Extract & Treat Raw Water	Owned	concrete	6/1/1968	Y	Y	Y	Y	Y	N
Wells	Dededo	Deepwell D11	\$ 1,198,149.00	1			Extract & Treat Raw Water	Owned	concrete	6/1/1969	Y	Y	Y	Y	Y	N
Wells	Dededo	Deepwell D12	\$ 1,184,147.00	1			Extract & Treat Raw Water	Owned	concrete	6/1/1971	Y	Y	Y	Y	Y	N
Wells	Dededo	Deepwell D13	\$ 1,170,145.00	1			Extract & Treat Raw Water	Owned	concrete	6/1/1971	Y	Y	Y	Y	Y	N
Wells	Dededo	Deepwell D14	\$ 1,156,143.00	1			Extract & Treat Raw Water	Owned	concrete	6/1/1973	Y	Y	Y	Y	Y	N
Wells	Dededo	Deepwell D15	\$ 1,142,141.00	1			Extract & Treat Raw Water	Owned	concrete	6/1/1974	Y	Y	Y	Y	Y	N
Wells	Dededo	Deepwell D16	\$ 1,310,546.00	1			Extract & Treat Raw Water	Owned	concrete	6/1/1975	Y	Y	Y	Y	Y	N
Wells	Dededo	Deepwell D17	\$ 855,847.00	1			Extract & Treat Raw Water	Owned	concrete	6/1/1975	Y	Y	Y	Y	Y	N
Wells	Dededo	Deepwell D18	\$ 894,959.00	1			Extract & Treat Raw Water	Owned	concrete	6/1/1976	Y	Y	Y	Y	Y	N
Wells	Dededo	Deepwell D19	\$ 934,071.00	1			Extract & Treat Raw Water	Owned	concrete	7/1/1984	Y	Y	Y	Y	Y	N
Wells	Dededo	Deepwell D20	\$ 1,235,000.00	1			Extract & Treat Raw Water	Owned	concrete	7/1/1984	Y	Y	Y	Y	Y	N
Wells	Dededo	Deepwell D21	\$ 1,012,295.00	1			Extract & Treat Raw Water	Owned	concrete	7/1/1984	Y	Y	Y	Y	Y	N
Wells	Dededo	Deepwell D22	\$ 1,015,440.00	1			Extract & Treat Raw Water	Owned	concrete	9/1/1997	Y	Y	Y	Y	Y	N
Wells	Dededo	Deepwell D24	\$ 1,021,730.00	1			Extract & Treat Raw Water	Owned	concrete	9/1/1997	Y	Y	Y	Y	Y	N
Wells	Dededo	Deepwell D25	\$ 1,024,875.00	1			Extract & Treat Raw Water	Owned	concrete	9/30/2001	Y	Y	Y	Y	Y	N
Wells	Dededo	Deepwell D26	\$ 1,028,020.00	1			Extract & Treat Raw Water	Owned	concrete	9/30/2001	Y	Y	Y	Y	Y	N
Wells	Dededo	Deepwell D27	\$ 1,031,165.00	1			Extract & Treat Raw Water	Owned	concrete	6/25/1999	Y	Y	Y	Y	Y	N
Wells	Dededo	Deepwell D28	\$ 1,034,310.00	1			Extract & Treat Raw Water	Owned	concrete	9/30/2001	Y	Y	Y	Y	Y	N
Wells	Dededo	Deepwell EX05A	\$ 1,237,455.00	1			Extract & Treat Raw Water	Owned	concrete	6/1/1982	Y	Y	Y	Y	Y	N
Wells	Dededo	Deepwell EX11	\$ 1,340,600.00	1			Extract & Treat Raw Water	Owned	concrete	6/1/1982	Y	Y	Y	Y	Y	N
Wells	Finegayan (Dededo)	Deepwell F01	\$ 1,043,745.00	1			Extract & Treat Raw Water	Owned	concrete	6/1/1969	Y	Y	Y	Y	Y	N
Wells	Finegayan (Dededo)	Deepwell F02	\$ 1,046,890.00	1			Extract & Treat Raw Water	Owned	concrete	6/1/1972	Y	Y	Y	Y	Y	N
Wells	Finegayan (Dededo)	Deepwell F03	\$ 1,787,601.00	1			Extract & Treat Raw Water	Owned	concrete	6/1/1972	Y	Y	Y	Y	Y	N
Wells	Finegayan (Dededo)	Deepwell F04	\$ 1,658,514.00	1			Extract & Treat Raw Water	Owned	concrete	6/1/1974	Y	Y	Y	Y	Y	N
Wells	Finegayan (Dededo)	Deepwell F05	\$ 1,529,427.00	1			Extract & Treat Raw Water	Owned	concrete	6/1/1974	Y	Y	Y	Y	Y	N
Wells	Finegayan (Dededo)	Deepwell F06	\$ 1,400,340.00	1			Extract & Treat Raw Water	Owned	concrete	6/1/1975	Y	Y	Y	Y	Y	N

Property Description	Village Location	Sub Location	Total	Story	EDP Equipment (Computers)	Inventory	Building Use	Owned or Leased	Class	Year Built	Guards	Fences	Sprinkler	Burglary	Fire	Smoke												
Wells	Finegayan (Dededo)	Deepwell F07	\$ 1,271,253.00	1			Extract & Treat Raw Water	Owned	concrete	6/1/1975	Y	Y	Y	Y	Y	N												
Wells	Finegayan (Dededo)	Deepwell F08	\$ 1,142,166.00	1			Extract & Treat Raw Water	Owned	concrete	6/1/1975	Y	Y	Y	Y	Y	N												
Wells	Finegayan (Dededo)	Deepwell F09	\$ 1,013,079.00	1			Extract & Treat Raw Water	Owned	concrete	6/1/1978	Y	Y	Y	Y	Y	N												
Wells	Finegayan (Dededo)	Deepwell F10	\$ 1,248,253.00	1			Extract & Treat Raw Water	Owned	concrete	6/1/1978	Y	Y	Y	Y	Y	N												
Wells	Finegayan (Dededo)	Deepwell F11	\$ 1,268,789.00	1			Extract & Treat Raw Water	Owned	concrete	6/1/1978	Y	Y	Y	Y	Y	N												
Wells	Finegayan (Dededo)	Deepwell F12	\$ 1,289,325.00	1			Extract & Treat Raw Water	Owned	concrete	6/1/1989	Y	Y	Y	Y	Y	N												
Wells	Finegayan (Dededo)	Deepwell F13	\$ 1,309,861.00	1			Extract & Treat Raw Water	Owned	concrete	4/1/1992	Y	Y	Y	Y	Y	N												
Wells	Finegayan (Dededo)	Deepwell F15	\$ 1,350,933.00	1			Extract & Treat Raw Water	Owned	concrete	9/1/1997	Y	Y	Y	Y	Y	N												
Wells	Finegayan (Dededo)	Deepwell F16	\$ 1,371,469.00	1			Extract & Treat Raw Water	Owned	concrete	9/1/1997	Y	Y	Y	Y	Y	N												
Wells	Finegayan (Dededo)	Deepwell F17	\$ 1,392,005.00	1			Extract & Treat Raw Water	Owned	concrete	9/1/1996	Y	Y	Y	Y	Y	N												
Wells	Finegayan (Dededo)	Deepwell F18	\$ 1,412,541.00	1			Extract & Treat Raw Water	Owned	concrete	9/1/1996	Y	Y	Y	Y	Y	N												
Wells	Finegayan (Dededo)	Deepwell F19	\$ 1,433,077.00	1			Extract & Treat Raw Water	Owned	concrete	8/22/2000	Y	Y	Y	Y	Y	N												
Wells	Finegayan (Dededo)	Deepwell F20	\$ 1,453,613.00	1			Extract & Treat Raw Water	Owned	concrete	9/30/2001	Y	Y	Y	Y	Y	N												
Wells	Dededo	Deepwell H01	\$ 1,240,354.00	1			Extract & Treat Raw Water	Owned	concrete	6/1/1965	Y	Y	Y	Y	Y	N												
Wells	Dededo	Deepwell HGC02	\$ 127,598.00	1			Extract & Treat Raw Water	Owned	concrete	6/1/1990	Y	Y	Y	Y	Y	N												
Wells	Dededo	Deepwell G-501	\$ 1,243,555.00	1			Extract & Treat Raw Water	Owned	concrete	6/1/1978	Y	Y	Y	Y	Y	N												
Wells	Barrigada	Deepwell M01	\$ 1,148,690.00	1			Extract & Treat Raw Water	Owned	concrete	6/1/1965	Y	Y	Y	Y	Y	N												
Wells	Barrigada	Deepwell M02	\$ 1,053,825.00	1			Extract & Treat Raw Water	Owned	concrete	6/1/1968	Y	Y	Y	Y	Y	N												
Wells	Mangilao	Deepwell M03	\$ 1,354,721.00	1			Extract & Treat Raw Water	Owned	concrete	6/1/1967	Y	Y	Y	Y	Y	N												
Wells	Barrigada	Deepwell M04	\$ 1,394,587.00	1			Extract & Treat Raw Water	Owned	concrete	6/1/1967	Y	Y	Y	Y	Y	N												
Wells	Dededo	Deepwell M05	\$ 1,204,633.00	1			Extract & Treat Raw Water	Owned	concrete	6/1/1969	Y	Y	Y	Y	Y	N												
Wells	Dededo	Deepwell M06	\$ 1,481,035.00	1			Extract & Treat Raw Water	Owned	concrete	6/1/1969	Y	Y	Y	Y	Y	N												
Wells	Dededo	Deepwell M07	\$ 1,316,552.00	1			Extract & Treat Raw Water	Owned	concrete	6/1/1969	Y	Y	Y	Y	Y	N												
Wells	Barrigada	Deepwell M08	\$ 1,152,069.00	1			Extract & Treat Raw Water	Owned	concrete	6/1/1970	Y	Y	Y	Y	Y	N												
Wells	Mangilao	Deepwell M09	\$ 987,586.00	1			Extract & Treat Raw Water	Owned	concrete	6/1/1970	Y	Y	Y	Y	Y	N												
Wells	Mangilao	Deepwell M12	\$ 823,103.00	1			Extract & Treat Raw Water	Owned	concrete	6/1/1973	Y	Y	Y	Y	Y	N												
Wells	Mangilao	Deepwell M14	\$ 1,365,045.00	1			Extract & Treat Raw Water	Owned	concrete	6/1/1974	Y	Y	Y	Y	Y	N												
Wells	Dededo	Deepwell M15	\$ 1,482,102.00	1			Extract & Treat Raw Water	Owned	concrete	6/1/1981	Y	Y	Y	Y	Y	N												
Wells	Mangilao	Deepwell M17A	\$ 962,504.00	1			Extract & Treat Raw Water	Owned	concrete	6/1/1983	Y	Y	Y	Y	Y	N												
Wells	Mangilao	Deepwell M17B	\$ 948,523.00	1			Extract & Treat Raw Water	Owned	concrete	6/1/1983	Y	Y	Y	Y	Y	N												
Wells	Mangilao	Deepwell M18	\$ 1,047,583.00	1			Extract & Treat Raw Water	Owned	concrete	8/1/1992	Y	Y	Y	Y	Y	N												
Wells	Barrigada	Deepwell M20A	\$ 1,146,643.00	1			Extract & Treat Raw Water	Owned	concrete	9/1/1996	Y	Y	Y	Y	Y	N												
Wells	Tiyan	Deepwell M21	\$ 1,245,703.00	1			Extract & Treat Raw Water	Owned	concrete	6/1/1984	Y	Y	Y	Y	Y	N												
Wells	Mangilao	Deepwell M23	\$ 1,452,584.00	1			Extract & Treat Raw Water	Owned	concrete	6/1/1977	Y	Y	Y	Y	Y	N												
Wells	Malojloj	Deepwell MJ01	\$ 1,580,241.00	1			Extract & Treat Raw Water	Owned	concrete	6/1/1964	Y	Y	Y	Y	Y	N												
Wells	Malojloj	Deepwell MJ05	\$ 1,478,526.00	1			Extract & Treat Raw Water	Owned	concrete	9/30/2001	Y	Y	Y	Y	Y	N												
Wells	Tiyan	Deepwell NAS-1 DW	\$ 1,458,259.00	1			Extract & Treat Raw Water	Owned	concrete	9/30/2001	Y	Y	Y	Y	Y	N												
Wells	Yigo	Deepwell Y01	\$ 1,240,355.00	1			Extract & Treat Raw Water	Owned	concrete	6/1/1966	Y	Y	Y	Y	Y	N												
Wells	Yigo	Deepwell Y02	\$ 1,452,684.00	1			Extract & Treat Raw Water	Owned	concrete	6/1/1967	Y	Y	Y	Y	Y	N												
Wells	Yigo	Deepwell Y03	\$ 875,698.00	1			Extract & Treat Raw Water	Owned	concrete	6/1/1973	Y	Y	Y	Y	Y	N												
Wells	Yigo	Deepwell Y04A	\$ 948,562.00	1			Extract & Treat Raw Water	Owned	concrete	6/1/1974	Y	Y	Y	Y	Y	N												
Wells	Yigo	Deepwell Y05	\$ 1,021,426.00	1			Extract & Treat Raw Water	Owned	concrete	6/1/1981	Y	Y	Y	Y	Y	N												
Wells	Yigo	Deepwell Y06	\$ 1,094,290.00	1			Extract & Treat Raw Water	Owned	concrete	6/1/1982	Y	Y	Y	Y	Y	N												
Wells	Yigo	Deepwell Y07	\$ 1,167,154.00	1			Extract & Treat Raw Water	Owned	concrete	6/1/1983	Y	Y	Y	Y	Y	N												
Wells	Yigo	Deepwell Y09	\$ 1,240,018.00	1			Extract & Treat Raw Water	Owned	concrete	6/1/1983	Y	Y	Y	Y	Y	N												
Wells	Yigo	Deepwell Y10	\$ 1,312,882.00	1			Extract & Treat Raw Water	Owned	concrete	8/1/1992	Y	Y	Y	Y	Y	N												
Wells	Yigo	Deepwell Y12	\$ 1,385,746.00	1			Extract & Treat Raw Water	Owned	concrete	9/1/1996	Y	Y	Y	Y	Y	N												
Wells	Yigo	Deepwell Y14	\$ 1,458,610.00	1			Extract & Treat Raw Water	Owned	concrete	7/1/1997	Y	Y	Y	Y	Y	N												
Wells	Yigo	Deepwell Y15	\$ 907,202.00	1			Extract & Treat Raw Water	Owned	concrete	8/1/1992	Y	Y	Y	Y	Y	N												
Wells	Yigo	Deepwell Y16	\$ 1,241,586.00	1			Extract & Treat Raw Water	Owned	concrete	8/1/2001	Y	Y	Y	Y	Y	N												
Wells	Yigo	Deepwell Y17	\$ 1,325,404.00	1			Extract & Treat Raw Water	Owned	concrete	8/1/2001	Y	Y	Y	Y	Y	N												
Wells	Yigo	Deepwell Y18	\$ 1,215,759.00	1			Extract & Treat Raw Water	Owned	concrete	9/30/2001	Y	Y	Y	Y	Y	N												
Wells	Yigo	Deepwell Y19	\$ 961,042.00	1			Extract & Treat Raw Water	Owned	concrete	9/30/2001	Y	Y	Y	Y	Y	N												
Wells	Yigo	Deepwell Y20	\$ 974,502.00	1			Extract & Treat Raw Water	Owned	concrete	9/30/2001	Y	Y	Y	Y	Y	N												
Wells	Yigo	Deepwell Y21A	\$ 987,962.00	1			Extract & Treat Raw Water	Owned	concrete	8/1/2001	Y	Y	Y	Y	Y	N												
Wells	Yigo	Deepwell Y22	\$ 1,001,422.00	1			Extract & Treat Raw Water	Owned	concrete	9/30/2001	Y	Y	Y	Y	Y	N												
Wells	Yigo	Deepwell Y23	\$ 1,014,882.00	1			Extract & Treat Raw Water	Owned	concrete	8/1/2001	Y	Y	Y	Y	Y	N												
Fresh Water Treatment Plant	Talofofo	Ugum Water Treatment Plant	\$ 50,000,000.00	2			Extract & Treat Raw Water	Owned	Concrete	11/1/1993	N	Y	N	Y	N	N												
Ugum Replacement Cost Breakdown																												
Raw water receiving system and delivery			Generator Building	Water processing system	Mixing Basin	Flocculation Basin	Sedimentation Basin	Master Control Center	Filter Pipe Gallery	Generator Building	Chlorination room	Chemical room	Booster pump station	Back Wash treatment processing system	Centrifuge room													
\$	1,487,888.62	\$	1,050,593.86	\$	7,621,748.84	\$	453,374.17	\$	5,209,185.51	\$	8,211,037.47	\$	5,908,205.26	\$	4,431,181.10	\$	1,050,593.86	\$	2,066,421.43	\$	2,847,467.89	\$	1,439,313.59	\$	5,723,943.91	\$	2,499,044.47	
Water Storage Tanks	Agana	Agana Heights	\$	3,020,210.90	2				Store Treated Water	Owned	concrete	10/1/2016	N	Y	N	Y	N	N										
Water Storage Tanks	Agat	Agat-Umatac	\$	862,917.40	2				Store Treated Water	Owned	steel	1/1/1996	N	Y	N	Y	N	N										
Water Storage Tanks	Barrigada	Asan Springs (Impoundment)	\$	862,917.40	2				Store Treated Water	Owned	concrete (rectangular)	11/1/1996	N	Y	N	Y	N	N										

Property Description	Village Location	Sub Location	Total	Story	EDP Equipment (Computers)	Inventory	Building Use	Owned or Leased	Class	Year Built	Guards	Fences	Sprinkler	Burglary	Fire	Smoke
Water Storage Tanks	Barrigada	Barrigada #1	\$ 6,903,339.19	2			Store Treated Water	Owned	concrete	8/1/2015	N	Y	N	Y	N	N
Water Storage Tanks	Barrigada	Barrigada #2	\$ 6,903,339.19	2			Store Treated Water	Owned	concrete	8/1/2015	N	Y	N	Y	N	N
Water Storage Tanks	Barrigada	Barrigada Heights (formerly Hyundai)	\$ 5,608,963.09	2			Store Treated Water	Owned	concrete	9/30/2020	N	Y	N	Y	N	N
Water Storage Tanks	Barrigada	Barrigada Heights Temp	\$ 862,917.40	2			Store Treated Water	Owned	bolted steel	Unknown	N	Y	N	Y	N	N
Water Storage Tanks	Sinajana	Chaot #1	\$ 3,020,210.90	2			Store Treated Water	Owned	concrete	1/1/2016	N	Y	N	Y	N	N
Water Storage Tanks	Sinajana	Chaot #2	\$ 3,020,210.90	2			Store Treated Water	Owned	concrete	1/1/2016	N	Y	N	Y	N	N
Water Storage Tanks	Dededo	Kaiser	\$ 7,766,256.59	2			Store Treated Water	Owned	steel	4/1/1994	N	Y	N	Y	N	N
Water Storage Tanks	Malojloj	Malojloj	\$ 2,329,876.98	2			Store Treated Water	Owned	steel	4/1/1974	N	Y	N	Y	N	N
Water Storage Tanks	Yona	Manenggon #1	\$ 3,279,086.12	2			Store Treated Water	Owned	steel	4/1/1986	N	Y	N	Y	N	N
Water Storage Tanks	Mangilao	Mangilao #1	\$ 3,229,876.98	2			Store Treated Water	Owned	steel	9/30/2001	N	Y	N	Y	N	N
Water Storage Tanks	Manilao	Mangilao #2	\$ 3,279,086.12	2			Store Treated Water	Owned	steel	3/1/1992	N	Y	N	Y	N	N
Water Storage Tanks	Piti	Nimitz Upper	\$ 86,291.74	2			Store Treated Water	Owned	steel	Unknown	N	Y	N	Y	N	N
Water Storage Tanks	Piti	Nimitz Lower	\$ 43,145.87	2			Store Treated Water	Owned	steel	3/8/1996	N	Y	N	Y	N	N
Water Storage Tanks	Merizo	Pigua Merizo	\$ 1,553,251.32	2			Store Treated Water	Owned	steel	6/1/1972	N	Y	N	Y	N	N
Water Storage Tanks	Umatac	Umatac Subdivision	\$ 1,553,251.32	2			Store Treated Water	Owned	steel	Unknown	N	Y	N	Y	N	N
Water Storage Tanks	Piti	Piti	\$ 1,553,251.32	2			Store Treated Water	Owned	steel	6/1/1972	N	Y	N	Y	N	N
Water Storage Tanks	Santa Rita	Santa Rita	\$ 5,608,963.09	2			Store Treated Water	Owned	concrete	4/1/1983	N	Y	N	Y	N	N
Water Storage Tanks	Yigo	Santa Ana Lower (Agat #1)	\$ 2,329,876.98	2			Store Treated Water	Owned	steel	Unknown	N	Y	N	Y	N	N
Water Storage Tanks	Yigo	Santa Ana Upper (Agat #2)	\$ 1,553,251.32	2			Store Treated Water	Owned	steel	8/1/1980	N	Y	N	Y	N	N
Water Storage Tanks	Talofolo	Ugum #1	\$ 3,279,086.12	2			Store Treated Water	Owned	steel	6/1/1982	N	Y	N	Y	N	N
Water Storage Tanks	Yigo	Santa Rosa #1	\$ 2,329,876.98	2			Store Treated Water	Owned	steel	10/1/1984	N	Y	N	Y	N	N
Water Storage Tanks	Yigo	Santa Rosa #2	\$ 5,608,963.09	2			Store Treated Water	Owned	concrete	10/1/1984	N	Y	N	Y	N	N
Water Storage Tanks	Santa Rita	Sinifa #1	\$ 2,329,876.98	2			Store Treated Water	Owned	steel	6/1/1975	N	Y	N	Y	N	N
Water Storage Tanks	Santa Rita	Sinifa #2	\$ 5,608,963.09	2			Store Treated Water	Owned	concrete	Unknown	N	Y	N	Y	N	N
Water Storage Tanks	Santa Rita	Santa Rita Spring (Impoundment)	\$ 862,917.40	2			Store Treated Water	Owned	concrete (rectangular)	4/1/1983	N	Y	N	Y	N	N
Water Storage Tanks	Tamuning	Tamuning #1 (formerly Tumon)	\$ 2,329,876.98	2			Store Treated Water	Owned	steel	6/1/1972	N	Y	N	Y	N	N
Water Storage Tanks	Tamuning	Tumon #1 (formerly Tumon Loop)	\$ 5,608,963.09	2			Store Treated Water	Owned	concrete	9/30/2020	N	Y	N	Y	N	N
Water Storage Tanks	Yona	Windward Hills	\$ 2,329,876.98	2			Store Treated Water	Owned	steel	4/1/1975	N	Y	N	Y	N	N
Water Storage Tanks	Yigo	Yigo #1	\$ 6,903,339.19	2			Store Treated Water	Owned	concrete	9/30/2018	N	Y	N	Y	N	N
Water Storage Tanks	Yigo	Yigo #2	\$ 6,903,339.19	2			Store Treated Water	Owned	concrete	9/30/2018	N	Y	N	Y	N	N
Water Storage Tanks	Yigo	Yigo #3 (formerly Yigo #2)	\$ 4,142,003.51	2			Store Treated Water	Owned	steel	6/1/1996	N	Y	N	Y	N	N
Water Storage Tanks	Dededo	Astumbo #1 (Ysengsong #1)	\$ 3,279,086.12	2			Store Treated Water	Owned	steel	10/1/2018	N	Y	N	Y	N	N
Water Storage Tanks	Dededo	Astumbo #2 (Ysengsong #2)	\$ 6,903,339.19	2			Store Treated Water	Owned	concrete	9/30/2015	N	Y	N	Y	N	N
Building and Conents	Dededo	Building - Old Dededo Lab	\$ 1,113,390.72	1	\$ 43,979.00		Deepwell Rover HQ	Owned	concrete	8/1/1969	Y	Y	N	Y	N	N
Building and Conents	Tamuning	Building - Upper Tumon Office	\$ 4,782,052.24	2	\$ 923,559.00		Central Office	Owned	concrete	6/1/1978	Y	Y	N	Y	N	N
Building and Conents	Tamuning	Building - FMES	\$ 1,033,676.42	2	\$ 43,979.00		Repair Vehiles	Owned	steel	4/1/1985	Y	Y	N	Y	N	N
Building and Conents	Tamuning	Building - Warehouse	\$ 1,563,168.13	2	\$ 43,979.00	\$ 5,039,526.38	Store Materials	Owned	steel	6/1/1993	Y	Y	N	Y	N	N
Building and Conents	Tamuning	Building - Meter Test Facility	\$ 1,105,659.36	2	\$ 43,979.00		Quality Assurance	Owned	steel	11/15/2013	Y	Y	N	Y	N	N
Building and Conents	Tamuning	Building - New Compliance Lab	\$ 4,929,711.87	1	\$ 219,895.00		Test Water Samples	Owned	concrete	9/30/2018	Y	Y	N	Y	N	N
Building and Conents	Mangilao	Building - Fadian Offices		3	\$ 2,726,698.00		Admin Building	TBD	concrete	Unknown	Y	Y	Y	Y	Y	Y
Water BPS	Ordot Chalan Pago	Access Booster Pump Station	\$ 819,437.01	1			Transport Water	Owned	concrete	4/1/1993	N	Y	N	Y	N	N
Water BPS	Maina	Adawag	\$ 78,171.56	1			Transport Water	Owned	concrete	2/1/2001	N	Y	N	Y	N	N
Water BPS	Agana	Agana Heights WBPS	\$ 572,306.83	1			Transport Water	Owned	concrete	10/1/2016	N	Y	N	Y	N	N
Water BPS	Asan	Asan Springs WBPS	\$ 789,729.90	1			Transport Water	Owned	concrete	11/1/1996	N	Y	N	Y	N	N
Water BPS	Barrigada	Barrigada WBPS	\$ 1,500,000.00	1			Transport Water	Owned	concrete	8/1/2015	N	Y	N	Y	N	N
Water BPS	Yona	Brigade	\$ 856,499.39	1			Transport Water	Owned	concrete	6/1/1986	N	Y	N	Y	N	N
Water BPS	Yona	Camacho	\$ 125,199.17	1			Transport Water	Owned	concrete	5/29/2019	N	Y	N	Y	N	N
Water BPS	Dededo	Chalan Palauan Booster Pump Station	\$ 366,231.48	1			Transport Water	Owned	concrete	4/1/1997	N	Y	N	Y	N	N
Water BPS	Yigo	Gayinero	\$ 299,703.97	1			Transport Water	Owned	concrete	11/1/1984	N	Y	N	Y	N	N
Water BPS	Merizo	Geus	\$ 580,356.18	1			Transport Water	Owned	concrete	9/1/1999	N	Y	N	Y	N	N
Water BPS	Barrigada	Hyundai	\$ 903,559.84	1			Transport Water	Owned	concrete	3/18/2011	N	Y	N	Y	N	N
Water BPS	Inarajan	Ija	\$ 152,662.61	1			Transport Water	Owned	concrete	Unknown	N	Y	N	Y	N	N
Water BPS	Mangilao	Latte Heights	\$ 637,606.94	1			Transport Water	Owned	concrete	2/1/1987	N	Y	N	Y	N	N
Water BPS	Malojloj	Malojloj Line	\$ 582,930.23	1			Transport Water	Owned	concrete	8/1/1980	N	Y	N	Y	N	N
Water BPS	Malojloj	Malojloj WBPS	\$ 625,577.58	1			Transport Water	Owned	concrete	5/24/2000	N	Y	N	Y	N	N
Water BPS	Talofolo	Manuel Tenorio	\$ 82,378.80	1			Transport Water	Owned	concrete	Unknown	N	Y	N	Y	N	N
Water BPS	Yigo	Mataguac	\$ 474,559.46	1			Transport Water	Owned	concrete	6/1/1990	N	Y	N	Y	N	N
Water BPS	Yona	Menengan	\$ 650,212.01	1			Transport Water	Owned	concrete	4/1/1993	N	Y	N	Y	N	N
Water BPS	Piti	Nimitz Hill (Lower) WBPS	\$ 86,937.79	1			Transport Water	Owned	concrete	4/1/1975	N	Y	N	Y	N	N
Water BPS	Dededo	Northern WBPS	\$ 1,418,862.24	1			Transport Water	Owned	concrete	Unknown	N	Y	N	Y	N	N
Water BPS	Yona	Pago Bay	\$ 837,942.99	1			Transport Water	Owned	concrete	4/1/1981	N	Y	N	Y	N	N
Water BPS	Sinajana	Pale Kieran	\$ 61,424.32	1			Transport Water	Owned	concrete	Unknown	N	Y	N	Y	N	N
Water BPS	Merizo	Pigua	\$ 195,014.40	1			Transport Water	Owned	concrete	6/1/1968	N	Y	N	Y	N	N
Water BPS	Yigo	Santa Ana	\$ 630,457.34	1			Transport Water	Owned	concrete	8/1/1980	N	Y	N	Y	N	N
Water BPS	Santa Rita	Santa Rita Spring	\$ 742,669.83	1			Transport Water	Owned	concrete	4/1/1983	N	Y	N	Y	N	N
Water BPS	Yigo	Santa Rosa	\$ 742,257.37	1			Transport Water	Owned	concrete	6/1/1988	N	Y	N	Y	N	N

Property Description	Village Location	Sub Location	Total	Story	EDP Equipment (Computers)	Inventory	Building Use	Owned or Leased	Class	Year Built	Guards	Fences	Sprinkler	Burglary	Fire	Smoke
Water BPS	Santa Rita	Sinifa WBPS	\$ 484,511.17	1			Transport Water	Owned	concrete	4/1/1986	N	Y	N	Y	N	N
Water BPS	Merizo	Toguan	\$ 557,143.40	1			Transport Water	Owned	concrete	3/1/1981	N	Y	N	Y	N	N
Water BPS	Agat Santa Rita	Truman WBP-23	\$ 585,235.99	1			Transport Water	Owned	concrete	7/29/1999	N	Y	N	Y	N	N
Water BPS	Talofoto	Ugum	\$ 673,425.44	1			Transport Water	Owned	concrete	11/1/1993	N	Y	N	Y	N	N
Water BPS	Agana	Ulloa/Untalan	\$ 61,536.29	1			Transport Water	Owned	concrete	5/26/2011	N	Y	N	Y	N	N
Water BPS	Umatac	Umatac WBP1	\$ 200,723.74	1			Transport Water	Owned	concrete	9/30/2002	N	Y	N	Y	N	N
Water BPS	Umatac	Umatac WBP2	\$ 582,174.66	1			Transport Water	Owned	concrete	3/1/1981	N	Y	N	Y	N	N
Water BPS	Yona	Windward	\$ 615,092.80	1			Transport Water	Owned	concrete	4/1/1986	N	Y	N	Y	N	N
Water BPS	Yigo	Yigo Elevated Booster Pump Station	\$ 1,500,000.00	1			Transport Water	Owned	concrete	10/1/2018	N	Y	N	Y	N	N
Wastewater BPS	Umatac	Ejector - #2	\$ 300,000.00				Collect & Transport Wastewater	Owned	concrete	1/1/1981	N	Y	N	Y	N	N
Wastewater BPS	Merizo	Ejector - #3	\$ 300,000.00				Collect & Transport Wastewater	Owned	concrete	1/1/1981	N	Y	N	Y	N	N
Wastewater BPS	Merizo	Ejector - #4	\$ 300,000.00				Collect & Transport Wastewater	Owned	concrete	1/1/1981	N	Y	N	Y	N	N
Wastewater BPS	Merizo	Ejector - #5	\$ 300,000.00				Collect & Transport Wastewater	Owned	concrete	1/1/1981	N	Y	N	Y	N	N
Wastewater BPS	Merizo	Ejector - #6	\$ 300,000.00				Collect & Transport Wastewater	Owned	concrete	1/1/1981	N	Y	N	Y	N	N
Wastewater BPS	Merizo	Ejector - #7	\$ 300,000.00				Collect & Transport Wastewater	Owned	concrete	1/1/1981	N	Y	N	Y	N	N
Wastewater BPS	Maite	Ejector - Maite	\$ 300,000.00				Collect & Transport Wastewater	Owned	concrete	1/1/1981	N	Y	N	Y	N	N
Wastewater BPS	Yona	Ejector - Namu	\$ 300,000.00				Collect & Transport Wastewater	Owned	concrete	11/1/1994	N	Y	N	Y	N	N
Wastewater BPS	Agana	PS - Agana Main	\$ 4,250,000.00	1			Collect & Transport Wastewater	Owned	concrete	9/1/1967	N	Y	N	Y	N	N
Wastewater BPS	Agat	PS - Agat Chaligan	\$ 4,250,000.00	1			Collect & Transport Wastewater	Owned	concrete	2/1/1998	N	Y	N	Y	N	N
Wastewater BPS	Agat	PS - Agat Gaan	\$ 4,250,000.00	1			Collect & Transport Wastewater	Owned	concrete	9/30/2002	N	Y	N	Y	N	N
Wastewater BPS	Sewer	PS - Alupang Cove	\$ 4,250,000.00	1			Collect & Transport Wastewater	Owned	concrete	5/1/1986	N	Y	N	Y	N	N
Wastewater BPS	Asan	PS - Asan	\$ 4,250,000.00	1			Collect & Transport Wastewater	Owned	concrete	8/1/1971	N	Y	N	Y	N	N
Wastewater BPS	Dededo	PS - Astumbo 1	\$ 4,250,000.00	1			Collect & Transport Wastewater	Owned	concrete	2/1/1993	N	Y	N	Y	N	N
Wastewater BPS	Dededo	PS - Astumbo 2	\$ 4,250,000.00	1			Collect & Transport Wastewater	Owned	concrete	2/1/1993	N	Y	N	Y	N	N
Wastewater BPS	Barrigada	PS - Barrigada	\$ 4,250,000.00	1			Collect & Transport Wastewater	Owned	concrete	4/19/1999	N	Y	N	Y	N	N
Wastewater BPS	Tamuning	PS - Bayside	\$ 4,250,000.00	1			Collect & Transport Wastewater	Owned	concrete	9/1/1967	N	Y	N	Y	N	N
Wastewater BPS	Yona	PS - Baza Gardens	\$ 4,250,000.00	1			Collect & Transport Wastewater	Owned	concrete	5/1/1975	N	Y	N	Y	N	N
Wastewater BPS	Piti	PS - Cabras Island	\$ 4,250,000.00	1			Collect & Transport Wastewater	Owned	concrete	5/1/1986	N	Y	N	Y	N	N
Wastewater BPS	Mongmong	PS - Casimero	\$ 4,250,000.00	1			Collect & Transport Wastewater	Owned	concrete	9/30/2002	N	Y	N	Y	N	N
Wastewater BPS	Ordot Chalan Pago	PS - Chalan Pago #3	\$ 4,250,000.00	1			Collect & Transport Wastewater	Owned	concrete	5/25/2010	N	Y	N	Y	N	N
Wastewater BPS	Ordot Chalan Pago	PS - Chalan Pago #5 (Huegon)	\$ 4,250,000.00	1			Collect & Transport Wastewater	Owned	concrete	Unknown	N	Y	N	Y	N	N
Wastewater BPS	Sinajana	PS - Chaot	\$ 4,250,000.00	1			Collect & Transport Wastewater	Owned	concrete	9/1/1967	N	Y	N	Y	N	N
Wastewater BPS	Piti	PS - Commercial Port	\$ 4,250,000.00	1			Collect & Transport Wastewater	Owned	concrete	9/30/2002	N	Y	N	Y	N	N
Wastewater BPS	Mangilao	PS - Dairy Road	\$ 4,250,000.00	1			Collect & Transport Wastewater	Owned	concrete	11/1/1985	N	Y	N	Y	N	N
Wastewater BPS	Ordot Chalan Pago	PS - Dero Road	\$ 4,250,000.00	1			Collect & Transport Wastewater	Owned	concrete	Unknown	N	Y	N	Y	N	N
Wastewater BPS	Dededo	PS - FEMA 96	\$ 4,250,000.00	1			Collect & Transport Wastewater	Owned	concrete	5/1/1993	N	Y	N	Y	N	N
Wastewater BPS	Chalan Pago	PS - Flora Gardens	\$ 4,250,000.00	1			Collect & Transport Wastewater	Owned	concrete	8/1/1990	N	Y	N	Y	N	N
Wastewater BPS	Tamuning	PS - Fujita	\$ 4,250,000.00	1			Collect & Transport Wastewater	Owned	concrete	8/1/1971	N	Y	N	Y	N	N
Wastewater BPS	Dededo	PS - Hafa Adai	\$ 4,250,000.00	1			Collect & Transport Wastewater	Owned	concrete	5/1/1989	N	Y	N	Y	N	N
Wastewater BPS	Harmon	PS - Harmon	\$ 4,250,000.00	1			Collect & Transport Wastewater	Owned	concrete	8/1/1972	N	Y	N	Y	N	N
Wastewater BPS	Dededo	PS - Inarajan Lift	\$ 4,250,000.00	1			Collect & Transport Wastewater	Owned	concrete	1/1/1990	N	Y	N	Y	N	N
Wastewater BPS	Dededo	PS - Inarajan Main	\$ 4,250,000.00	1			Collect & Transport Wastewater	Owned	concrete	4/1/1980	N	Y	N	Y	N	N
Wastewater BPS	Dededo	PS - Ironwood	\$ 4,250,000.00	1			Collect & Transport Wastewater	Owned	concrete	Unknown	N	Y	N	Y	N	N
Wastewater BPS	Mangilao	PS - Latte Double Trouble	\$ 4,250,000.00	1			Collect & Transport Wastewater	Owned	concrete	6/1/1977	N	Y	N	Y	N	N
Wastewater BPS	Dededo	PS - Latte Plantation	\$ 4,250,000.00	1			Collect & Transport Wastewater	Owned	concrete	Unknown	N	Y	N	Y	N	N
Wastewater BPS	Mangilao	PS - Latte Submarine	\$ 4,250,000.00	1			Collect & Transport Wastewater	Owned	concrete	9/30/2002	N	Y	N	Y	N	N
Wastewater BPS	Mangilao	PS - Latte Sunrise	\$ 4,250,000.00	1			Collect & Transport Wastewater	Owned	concrete	1/1/1977	N	Y	N	Y	N	N
Wastewater BPS	Malojloj	PS - Layon Dandan	\$ 4,250,000.00	1			Collect & Transport Wastewater	Owned	concrete	Unknown	N	Y	N	Y	N	N
Wastewater BPS	Malojloj	PS - Layon #3	\$ 4,250,000.00	1			Collect & Transport Wastewater	Owned	concrete	Unknown	N	Y	N	Y	N	N
Wastewater BPS	Barrigada	PS - Leyang	\$ 4,250,000.00	1			Collect & Transport Wastewater	Owned	concrete	9/30/2001	N	Y	N	Y	N	N
Wastewater BPS	Dededo	PS - Machanao	\$ 4,250,000.00	1			Collect & Transport Wastewater	Owned	concrete	4/1/1993	N	Y	N	Y	N	N
Wastewater BPS	Dededo	PS - Macheche	\$ 4,250,000.00	1			Collect & Transport Wastewater	Owned	concrete	6/1/1987	N	Y	N	Y	N	N
Wastewater BPS	Tamuning	PS - Mamajanao	\$ 4,250,000.00	1			Collect & Transport Wastewater	Owned	concrete	6/1/1967	N	Y	N	Y	N	N
Wastewater BPS	Mangilao	PS - Mangilao	\$ 4,250,000.00	1			Collect & Transport Wastewater	Owned	concrete	7/12/1999	N	Y	N	Y	N	N
Wastewater BPS	Mongmong	PS - Mongmong-Toto	\$ 4,250,000.00	1			Collect & Transport Wastewater	Owned	concrete	Unknown	N	Y	N	Y	N	N
Wastewater BPS	Talofoto	PS - MTL	\$ 4,250,000.00	1			Collect & Transport Wastewater	Owned	concrete	2/1/1972	N	Y	N	Y	N	N
Wastewater BPS	Merizo	PS - North Reyes	\$ 300,000.00				Collect & Transport Wastewater	Owned	concrete	11/1/1997	N	Y	N	Y	N	N
Wastewater BPS	Ordot Chalan Pago	PS - Ordot	\$ 4,250,000.00	1			Collect & Transport Wastewater	Owned	concrete	8/10/1999	N	Y	N	Y	N	N
Wastewater BPS	Yigo	PS - Pacific Latte	\$ 4,250,000.00	1			Collect & Transport Wastewater	Owned	concrete	Unknown	N	Y	N	Y	N	N
Wastewater BPS	Agat	PS - Pagachao	\$ 4,250,000.00	1			Collect & Transport Wastewater	Owned	concrete	10/1/1978	N	Y	N	Y	N	N
Wastewater BPS	Ordot Chalan Pago	PS - Pago Double	\$ 4,250,000.00	1			Collect & Transport Wastewater	Owned	concrete	4/12/1999	N	Y	N	Y	N	N
Wastewater BPS	Tamuning	PS - Paseo De Oro	\$ 4,250,000.00	1			Collect & Transport Wastewater	Owned	concrete	5/1/1986	N	Y	N	Y	N	N
Wastewater BPS	Dededo	PS - PGD	\$ 4,250,000.00	1			Collect & Transport Wastewater	Owned	concrete	8/1/1985	N	Y	N	Y	N	N
Wastewater BPS	Piti	PS - Piti	\$ 4,250,000.00	1			Collect & Transport Wastewater	Owned	concrete	8/1/1971	N	Y	N	Y	N	N
Wastewater BPS	Umatac	PS - Pump Station #11	\$ 300,000.00				Collect & Transport Wastewater	Owned	concrete	1/1/1981	N	Y	N	Y	N	N
Wastewater BPS	Umatac	PS - Pump Station #12	\$ 300,000.00				Collect & Transport Wastewater	Owned	concrete	1/1/1981	N	Y	N	Y	N	N

Property Description	Village Location	Sub Location	Total	Story	EDP Equipment (Computers)	Inventory	Building Use	Owned or Leased	Class	Year Built	Guards	Fences	Sprinkler	Burglary	Fire	Smoke
Wastewater BPS	Umatac	PS - Pump Station #13	\$ 300,000.00	1			Collect & Transport Wastewater	Owned	concrete	1/1/1981	N	Y	N	Y	N	N
Wastewater BPS	Merizo	PS - Pump Station #14	\$ 300,000.00				Collect & Transport Wastewater	Owned	concrete	1/1/1981	N	Y	N	Y	N	N
Wastewater BPS	Merizo	PS - Pump Station #15	\$ 300,000.00				Collect & Transport Wastewater	Owned	concrete	1/1/1981	N	Y	N	Y	N	N
Wastewater BPS	Merizo	PS - Pump Station #16	\$ 300,000.00				Collect & Transport Wastewater	Owned	concrete	1/1/1981	N	Y	N	Y	N	N
Wastewater BPS	Merizo	PS - Pump Station #17	\$ 300,000.00				Collect & Transport Wastewater	Owned	concrete	1/1/1981	N	Y	N	Y	N	N
Wastewater BPS	Merizo	PS - Pump Station #18	\$ 300,000.00				Collect & Transport Wastewater	Owned	concrete	1/1/1981	N	Y	N	Y	N	N
Wastewater BPS	Umatac	PS - Pump Station #19	\$ 300,000.00	1			Collect & Transport Wastewater	Owned	concrete	7/1/1995	N	Y	N	Y	N	N
Wastewater BPS	Merizo	PS - Pump Station #20	\$ 300,000.00				Collect & Transport Wastewater	Owned	concrete	1/1/1981	N	Y	N	Y	N	N
Wastewater BPS	Dededo	PS - Route 16	\$ 4,250,000.00	1			Collect & Transport Wastewater	Owned	concrete	3/1/1991	N	Y	N	Y	N	N
Wastewater BPS	Yigo	PS - Santa Ana	\$ 4,250,000.00	1			Collect & Transport Wastewater	Owned	concrete	9/30/2018	N	Y	N	Y	N	N
Wastewater BPS	Sinajana	PS - Sinajana	\$ 4,250,000.00	1			Collect & Transport Wastewater	Owned	concrete	9/30/2002	N	Y	N	Y	N	N
Wastewater BPS	Dededo	PS - Southern Link	\$ 4,250,000.00	1			Collect & Transport Wastewater	Owned	concrete	1/1/1977	N	Y	N	Y	N	N
Wastewater BPS	Mangilao	PS - Tai Mangilao	\$ 4,250,000.00	1			Collect & Transport Wastewater	Owned	concrete	10/1/1979	N	Y	N	Y	N	N
Wastewater BPS	Talofoto	PS - Talofoto	\$ 4,250,000.00	1			Collect & Transport Wastewater	Owned	concrete	7/1/1995	N	Y	N	Y	N	N
Wastewater BPS	Santa Rita	PS - Tipaleo	\$ 4,250,000.00	1			Collect & Transport Wastewater	Owned	concrete	3/15/2012	N	Y	N	Y	N	N
Wastewater BPS	Maite	PS - Toto Gardens	\$ 4,250,000.00	1			Collect & Transport Wastewater	Owned	concrete	6/1/1991	N	Y	N	Y	N	N
Wastewater BPS	Yigo	PS - Yigo	\$ 4,250,000.00	1			Collect & Transport Wastewater	Owned	concrete	11/1/1977	N	Y	N	Y	N	N
Wastewater BPS	Tamuning	PS - Ypao	\$ 4,250,000.00	1			Collect & Transport Wastewater	Owned	concrete	6/1/1967	N	Y	N	Y	N	N
Wastewater BPS	Yigo	PS - Ypao Estates	\$ 4,250,000.00	1			Collect & Transport Wastewater	Owned	concrete	6/1/1972	N	Y	N	Y	N	N
Wastewater BPS	Yigo	PS - Zero Down	\$ 4,250,000.00	1			Collect & Transport Wastewater	Owned	concrete	9/27/2017	N	Y	N	Y	N	N
Wastewater BPS	Santa Rita	Aplacho PS-3	\$ 4,250,000.00	1			Collect & Transport Wastewater	Owned	concrete	Unknown	N	Y	N	Y	N	N
Wastewater BPS	Dededo	Fadian SPS	\$ 4,250,000.00	1			Collect & Transport Wastewater	TBD	concrete	Unknown	N	Y	N	Y	N	N
Wastewater BPS	Unavailable	R2 PS	\$ 4,250,000.00	1			Collect & Transport Wastewater	TBD	concrete	Unknown	N	Y	N	Y	N	N
Wastewater BPS	Mangilao	Sagan Bonita PS 1	\$ 4,250,000.00	1			Collect & Transport Wastewater	TBD	concrete	Unknown	N	Y	N	Y	N	N
Wastewater BPS	Mangilao	Sagan Bonita PS 2	\$ 4,250,000.00	1			Collect & Transport Wastewater	TBD	concrete	Unknown	N	Y	N	Y	N	N
Wastewater BPS	Tiyan	Tiyan 2 PS	\$ 4,250,000.00	1			Collect & Transport Wastewater	TBD	concrete	Unknown	N	Y	N	Y	N	N
Wastewater BPS	Yona	Windward Hills SPS #2	\$ 4,250,000.00	1			Collect & Transport Wastewater	TBD	concrete	Unknown	N	Y	N	Y	N	N
Wastewater Treatment Plants	Dededo	Northern District	\$ 185,854,293.00	1	\$ 175,916.00		Treat Wastewater	Owned	concrete	3/1/1978	N	Y	N	Y	N	N
Wastewater Treatment Plants	Hagatna	Hagatna	\$ 48,973,855.00	1	\$ 87,958.00		Treat Wastewater	Owned	concrete	5/1/1972	N	Y	N	Y	Y	Y
Wastewater Treatment Plants	Santa Rita	New Agat-Santa Rita	\$ 69,962,650.00	1	\$ 43,979.00		Treat Wastewater	Owned	concrete	4/30/2017	N	Y	N	Y	Y	Y
Wastewater Treatment Plants	Merizo	Umatac-Merizo	\$ 27,969,161.00	2	\$ 43,979.00		Treat Wastewater	Owned	concrete	1/1/1981	N	Y	N	Y	Y	N
Wastewater Treatment Plants	Inarajan	Inarajan	\$ 3,498,132.50	1			Treat Wastewater	Owned	concrete	1/1/1990	N	Y	N	Y	Y	N
Wastewater Treatment Plants	Ordot Chalan Pago	Pago-Socio	\$ 1,749,066.25				Treat Wastewater	TBD	concrete	Unknown	N	Y	N/A	N/A	N/A	N/A
Customer Water Meters	Island Wide	Customer Water Meters	\$ 21,343,010.00					Owned	Mechanical & Electronic	Various	N	N	N	N	N	N
Manholes	Island Wide	Manholes	\$ 352,413,750.00					Owned	Steel	Various	N	N	N	N	N	N
Freshwater Underground Pipin	Island Wide	Freshwater Underground Piping	\$ 1,193,863,124.84					Owned	Pipes	Various	N	N	N	N	N	N
Wastewater Underground Pipin	Island Wide	Wastewater Underground Piping	\$ 1,398,095,800.00					Owned	Pipes	Various	N	N	N	N	N	N

Totals \$ 3,936,562,349 \$ 4,397,900 \$ 5,039,526

TOTAL PROPERTY REPLACEMENT COST \$ 3,945,999,775

Replacement costs determinants:

- Water Storage Tanks Cost per gallon x reservoir capacity.
- Freshwater Treatment Plants Production capacity
- Wells Production capacity
- Wastewater Treatment Plants Construction costs of ongoing and recently built treatment plants
- Wastewater Booster Pump St: Construction costs of current bid x 1.25 escalation factor
- Wastewater Underground Pipin Pipe size and length in linear feet - sizes ranged from 1" to 48"
- Freshwater Underground Pipin Pipe size and length in linear feet - sizes ranged from 1" to 24"
- Building and Contents Historical cost x inflation rate
- Electronic Data Processing Current costs
- Inventory Current costs

Nothing herein contained shall be held to vary, alter, waive or change any of the terms, limits or conditions of the Policy, except as herein after set forth.

This endorsement is effective **May 1, 2022**

Attached to and forming part of Policy No. **20220505450-0001**.

Date Issued: **05/24/2022**

DB INSURANCE CO., LTD.

By: 
Moylan's Insurance Underwriters, Inc.
General Agent

BUILDING AND PERSONAL PROPERTY 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 H. Definitions.

A. Coverage

We will pay for direct physical loss of or damage to Covered Property at the premises described in the Declarations caused by or resulting from any Covered Cause of Loss.

1. Covered Property

Covered Property, as used in this Coverage Part, means the type of property described in this section, A.1., and limited in A.2. Property Not Covered, if a Limit Of Insurance is shown in the Declarations for that type of property.

a. Building, meaning the building or structure described in the Declarations, including:

- (1) Completed additions;
- (2) Fixtures, including outdoor fixtures;
- (3) Permanently installed:
 - (a) Machinery; and
 - (b) Equipment;
- (4) Personal property owned by you that is used to maintain or service the building or structure or its premises, including:
 - (a) Fire-extinguishing equipment;
 - (b) Outdoor furniture;
 - (c) Floor coverings; and
 - (d) Appliances used for refrigerating, ventilating, cooking, dishwashing or laundering;
- (5) If not covered by other insurance:
 - (a) Additions under construction, alterations and repairs to the building or structure;
 - (b) Materials, equipment, supplies and temporary structures, on or within 100 feet of the described premises, used for making additions, alterations or repairs to the building or structure.

b. Your Business Personal Property consists of the following property located in or on the building or structure described in the Declarations or in the open (or in a vehicle) within 100 feet of the building or structure or within 100 feet of the premises described in the Declarations, whichever distance is greater:

- (1) Furniture and fixtures;
- (2) Machinery and equipment;
- (3) "Stock";
- (4) All other personal property owned by you and used in your business;
- (5) Labor, materials or services furnished or arranged by you on personal property of others;
- (6) Your use interest as tenant in improvements and betterments. Improvements and betterments are fixtures, alterations, installations or additions:
 - (a) Made a part of the building or structure you occupy but do not own; and
 - (b) You acquired or made at your expense but cannot legally remove;
- (7) Leased personal property for which you have a contractual responsibility to insure, unless otherwise provided for under Personal Property Of Others.

c. Personal Property Of Others that is:

- (1) In your care, custody or control; and
- (2) Located in or on the building or structure described in the Declarations or in the open (or in a vehicle) within 100 feet of the building or structure or within 100 feet of the premises described in the Declarations, whichever distance is greater.

However, our payment for loss of or damage to personal property of others will only be for the account of the owner of the property.

2. Property Not Covered

Covered Property does not include:

- a. Accounts, bills, currency, food stamps or other evidences of debt, money, notes or securities. Lottery tickets held for sale are not securities;
- b. Animals, unless owned by others and boarded by you, or if owned by you, only as "stock" while inside of buildings;
- c. Automobiles held for sale;
- d. Bridges, roadways, walks, patios or other paved surfaces;
- e. Contraband, or property in the course of illegal transportation or trade;
- f. The cost of excavations, grading, backfilling or filling;
- g. Foundations of buildings, structures, machinery or boilers if their foundations are below:
 - (1) The lowest basement floor; or
 - (2) The surface of the ground, if there is no basement;
- h. Land (including land on which the property is located), water, growing crops or lawns (other than lawns which are part of a vegetated roof);
- i. Personal property while airborne or waterborne;
- j. Bulkheads, pilings, piers, wharves or docks;
- k. Property that is covered under another coverage form of this or any other policy in which it is more specifically described, except for the excess of the amount due (whether you can collect on it or not) from that other insurance;
- l. Retaining walls that are not part of a building;
- m. Underground pipes, flues or drains;
- n. Electronic data, except as provided under the Additional Coverage, Electronic Data. Electronic data means information, facts or computer programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment. The term computer programs, referred to in the foregoing description of electronic data, means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve or send data. This paragraph, n., does not apply to your "stock" of prepackaged software, or to electronic data which is integrated in and operates or controls the building's elevator, lighting, heating, ventilation, air conditioning or security system;
- o. The cost to replace or restore the information on valuable papers and records, including those which exist as electronic data. Valuable papers and records include but are not limited to proprietary information, books of account, deeds, manuscripts, abstracts, drawings and card index systems. Refer to the Coverage Extension for Valuable Papers And Records (Other Than Electronic Data) for limited coverage for valuable papers and records other than those which exist as electronic data;
- p. Vehicles or self-propelled machines (including aircraft or watercraft) that:
 - (1) Are licensed for use on public roads; or
 - (2) Are operated principally away from the described premises.

This paragraph does not apply to:

- (a) Vehicles or self-propelled machines or autos you manufacture, process or warehouse;

- (b) Vehicles or self-propelled machines, other than autos, you hold for sale;
 - (c) Rowboats or canoes out of water at the described premises; or
 - (d) Trailers, but only to the extent provided for in the Coverage Extension for Non-owned Detached Trailers; or
- q. The following property while outside of buildings:
- (1) Grain, hay, straw or other crops;
 - (2) Fences, radio or television antennas (including satellite dishes) and their lead-in wiring, masts or towers, trees, shrubs or plants (other than trees, shrubs or plants which are "stock" or are part of a vegetated roof), all except as provided in the Coverage Extensions.

3. Covered Causes Of Loss

See applicable Causes Of Loss form as shown in the Declarations.

4. Additional Coverages

a. Debris Removal

- (1) Subject to Paragraphs (2), (3) and (4), we will pay your expense to remove debris of Covered Property and other debris that is on the described premises, when such debris is caused by or results 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 date of direct physical loss or damage.
- (2) Debris Removal does not apply to costs to:
 - (a) Remove debris of property of yours that is not insured under this policy, or property in your possession that is not Covered Property;
 - (b) Remove debris of property owned by or leased to the landlord of the building where your described premises are located, unless you have a contractual responsibility to insure such property and it is insured under this policy;
 - (c) Remove any property that is Property Not Covered, including property addressed under the Outdoor Property Coverage Extension;

- (d) Remove property of others of a type that would not be Covered Property under this Coverage Form;
 - (e) Remove deposits of mud or earth from the grounds of the described premises;
 - (f) Extract "pollutants" from land or water; or
 - (g) Remove, restore or replace polluted land or water.
- (3) Subject to the exceptions in Paragraph (4), the following provisions apply:
- (a) The most we will pay for the total of direct physical loss or damage plus debris removal expense is the Limit of Insurance applicable to the Covered Property that has sustained loss or damage.
 - (b) Subject to (a) above, the amount we will pay for debris removal expense is limited to 25% of the sum of the deductible plus the amount that we pay for direct physical loss or damage to the Covered Property that has sustained loss or damage. However, if no Covered Property has sustained direct physical loss or damage, the most we will pay for removal of debris of other property (if such removal is covered under this Additional Coverage) is \$5,000 at each location.
- (4) We will pay up to an additional \$25,000 for debris removal expense, for each location, in any one occurrence of physical loss or damage to Covered Property, if one or both of the following circumstances apply:
- (a) The total of the actual debris removal expense plus the amount we pay for direct physical loss or damage exceeds the Limit of Insurance on the Covered Property that has sustained loss or damage.
 - (b) The actual debris removal expense exceeds 25% of the sum of the deductible plus the amount that we pay for direct physical loss or damage to the Covered Property that has sustained loss or damage.

Therefore, if (4)(a) and/or (4)(b) applies, our total payment for direct physical loss or damage and debris removal expense may reach but will never exceed the Limit of Insurance on the Covered Property that has sustained loss or damage, plus \$25,000.

(5) Examples

The following examples assume that there is no Coinsurance penalty.

Example 1

Limit of Insurance:	\$ 90,000
Amount of Deductible:	\$ 500
Amount of Loss:	\$ 50,000
Amount of Loss Payable:	\$ 49,500
	(\$50,000 – \$500)
Debris Removal Expense:	\$ 10,000
Debris Removal Expense Payable:	\$ 10,000
	(\$10,000 is 20% of \$50,000.)

The debris removal expense is less than 25% of the sum of the loss payable plus the deductible. The sum of the loss payable and the debris removal expense (\$49,500 + \$10,000 = \$59,500) is less than the Limit of Insurance. Therefore, the full amount of debris removal expense is payable in accordance with the terms of Paragraph (3).

Example 2

Limit of Insurance:	\$ 90,000
Amount of Deductible:	\$ 500
Amount of Loss:	\$ 80,000
Amount of Loss Payable:	\$ 79,500
	(\$80,000 – \$500)
Debris Removal Expense:	\$ 40,000
Debris Removal Expense Payable	
Basic Amount:	\$ 10,500
Additional Amount:	\$ 25,000

The basic amount payable for debris removal expense under the terms of Paragraph (3) is calculated as follows: \$80,000 (\$79,500 + \$500) x .25 = \$20,000, capped at \$10,500. The cap applies because the sum of the loss payable (\$79,500) and the basic amount payable for debris removal expense (\$10,500) cannot exceed the Limit of Insurance (\$90,000).

The additional amount payable for debris removal expense is provided in accordance with the terms of Paragraph (4), because the debris removal expense (\$40,000) exceeds 25% of the loss payable plus the deductible (\$40,000 is 50% of \$80,000), and because the sum of the loss payable and debris removal expense (\$79,500 + \$40,000 = \$119,500) would exceed the Limit of Insurance (\$90,000). The additional amount of covered debris removal expense is \$25,000, the maximum payable under Paragraph (4). Thus, the total payable for debris removal expense in this example is \$35,500; \$4,500 of the debris removal expense is not covered.

b. Preservation Of Property

If it is necessary to move Covered Property from the described premises to preserve it from loss or damage by a Covered Cause of Loss, we will pay for any direct physical loss or damage to that property:

- (1) While it is being moved or while temporarily stored at another location; and
- (2) Only if the loss or damage occurs within 30 days after the property is first moved.

c. 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 \$1,000 for service at each premises described in the Declarations, unless a higher limit is shown in the Declarations. Such limit is the most we will pay regardless of the number of responding fire departments or fire units, and regardless of the number or type of services performed.

This Additional Coverage applies to your liability for fire department service charges:

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

No Deductible applies to this Additional Coverage.

d. Pollutant Clean-up And Removal

We will pay your expense to extract "pollutants" from land or water at the described premises if the discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused by or results 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 date on which the Covered Cause of Loss occurs.

This Additional Coverage does not apply to costs to test for, monitor or assess the existence, concentration or effects of "pollutants". But we will pay for testing which is performed in the course of extracting the "pollutants" from the land or water.

The most we will pay under this Additional Coverage for each described premises is \$10,000 for the sum of all covered expenses arising out of Covered Causes of Loss occurring during each separate 12-month period of this policy.

e. Increased Cost Of Construction

- (1) This Additional Coverage applies only to buildings to which the Replacement Cost Optional Coverage applies.
- (2) In the event of damage by a Covered Cause of Loss to a building that is Covered Property, we will pay the increased costs incurred to comply with the minimum standards of an ordinance or law in the course of repair, rebuilding or replacement of damaged parts of that property, subject to the limitations stated in e.(3) through e.(9) of this Additional Coverage.
- (3) The ordinance or law referred to in e.(2) of this Additional Coverage is an ordinance or law that regulates the construction or repair of buildings or establishes zoning or land use requirements at the described premises and is in force at the time of loss.
- (4) Under this Additional Coverage, we will not pay any costs due to an ordinance or law that:
 - (a) You were required to comply with before the loss, even when the building was undamaged; and
 - (b) You failed to comply with.

(5) Under this Additional Coverage, we will not pay for:

- (a) The enforcement of or compliance with any ordinance or law which requires demolition, repair, replacement, reconstruction, remodeling or remediation of property due to contamination by "pollutants" or due to the presence, growth, proliferation, spread or any activity of "fungus", wet or dry rot or bacteria; or
 - (b) Any costs associated with the enforcement of or compliance with an 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", "fungus", wet or dry rot or bacteria.
- (6) The most we will pay under this Additional Coverage, for each described building insured under this Coverage Form, is \$10,000 or 5% of the Limit of Insurance applicable to that building, whichever is less. If a damaged building is covered under a blanket Limit of Insurance which applies to more than one building or item of property, then the most we will pay under this Additional Coverage, for that damaged building, is the lesser of \$10,000 or 5% times the value of the damaged building as of the time of loss times the applicable Coinsurance percentage.
- The amount payable under this Additional Coverage is additional insurance.
- (7) With respect to this Additional Coverage:
- (a) We will not pay for the Increased Cost of Construction:
 - (i) Until the property is actually repaired or replaced at the same or another premises; and
 - (ii) Unless the repair or replacement is made as soon as reasonably possible after the loss or damage, not to exceed two years. We may extend this period in writing during the two years.

- (b) If the building is repaired or replaced at the same premises, or if you elect to rebuild at another premises, the most we will pay for the Increased Cost of Construction, subject to the provisions of e.(6) of this Additional Coverage, is the increased cost of construction at the same premises.
- (c) If the ordinance or law requires relocation to another premises, the most we will pay for the Increased Cost of Construction, subject to the provisions of e.(6) of this Additional Coverage, is the increased cost of construction at the new premises.
- (8) This Additional Coverage is not subject to the terms of the Ordinance Or Law Exclusion to the extent that such Exclusion would conflict with the provisions of this Additional Coverage.
- (9) The costs addressed in the Loss Payment and Valuation Conditions and the Replacement Cost Optional Coverage, in this Coverage Form, do not include the increased cost attributable to enforcement of or compliance with an ordinance or law. The amount payable under this Additional Coverage, as stated in e.(6) of this Additional Coverage, is not subject to such limitation.

f. Electronic Data

- (1) Under this Additional Coverage, electronic data has the meaning described under Property Not Covered, Electronic Data. This Additional Coverage does not apply to your "stock" of prepackaged software, or to electronic data which is integrated in and operates or controls the building's elevator, lighting, heating, ventilation, air conditioning or security system.
 - (2) Subject to the provisions of this Additional Coverage, we will pay for the cost to replace or restore electronic data which has been destroyed or corrupted by a Covered Cause of Loss. To the extent that electronic data is not replaced or restored, the loss will be valued at the cost of replacement of the media on which the electronic data was stored, with blank media of substantially identical type.
- (3) The Covered Causes of Loss applicable to Your Business Personal Property apply to this Additional Coverage, Electronic Data, subject to the following:
 - (a) If the Causes Of Loss – Special Form applies, coverage under this Additional Coverage, Electronic Data, is limited to the "specified causes of loss" as defined in that form and Collapse as set forth in that form.
 - (b) If the Causes Of Loss – Broad Form applies, coverage under this Additional Coverage, Electronic Data, includes Collapse as set forth in that form.
 - (c) If the Causes Of Loss form is endorsed to add a Covered Cause of Loss, the additional Covered Cause of Loss does not apply to the coverage provided under this Additional Coverage, Electronic Data.
 - (d) The Covered Causes of Loss include a virus, harmful code or similar instruction introduced into or enacted on a computer system (including electronic data) or a network to which it is connected, designed to damage or destroy any part of the system or disrupt its normal operation. But there is no coverage for loss or damage caused by or resulting from manipulation of a computer system (including electronic data) by any employee, including a temporary or leased employee, or by an entity retained by you or for you to inspect, design, install, modify, maintain, repair or replace that system.

- (4) The most we will pay under this Additional Coverage, Electronic Data, is \$2,500 (unless a higher limit is shown in the Declarations) for all loss or damage sustained in any one policy year, regardless of the number of occurrences of loss or damage or the number of premises, locations or computer systems involved. If loss payment on the first occurrence does not exhaust this amount, then the balance is available for subsequent loss or damage sustained in but not after that policy year. With respect to an occurrence which begins in one policy year and continues or results in additional loss or damage in a subsequent policy year(s), all loss or damage is deemed to be sustained in the policy year in which the occurrence began.

5. Coverage Extensions

Except as otherwise provided, the following Extensions apply to property located in or on the building described in the Declarations or in the open (or in a vehicle) within 100 feet of the described premises.

If a Coinsurance percentage of 80% or more, or a Value Reporting period symbol, is shown in the Declarations, you may extend the insurance provided by this Coverage Part as follows:

a. Newly Acquired Or Constructed Property

(1) Buildings

If this policy covers Building, you may extend that insurance to apply to:

- (a) Your new buildings while being built on the described premises; and
- (b) Buildings you acquire at locations, other than the described premises, intended for:
 - (i) Similar use as the building described in the Declarations; or
 - (ii) Use as a warehouse.

The most we will pay for loss or damage under this Extension is \$250,000 at each building.

(2) Your Business Personal Property

- (a) If this policy covers Your Business Personal Property, you may extend that insurance to apply to:

- (i) Business personal property, including such property that you newly acquire, at any location you acquire other than at fairs, trade shows or exhibitions; or
- (ii) Business personal property, including such property that you newly acquire, located at your newly constructed or acquired buildings at the location described in the Declarations.

The most we will pay for loss or damage under this Extension is \$100,000 at each building.

- (b) This Extension does not apply to:

- (i) Personal property of others that is temporarily in your possession in the course of installing or performing work on such property; or
- (ii) Personal property of others that is temporarily in your possession in the course of your manufacturing or wholesaling activities.

(3) Period Of Coverage

With respect to insurance provided under this Coverage Extension for Newly Acquired Or Constructed Property, coverage will end when any of the following first occurs:

- (a) This policy expires;
- (b) 30 days expire after you acquire the property or begin construction of that part of the building that would qualify as covered property; or
- (c) You report values to us.

We will charge you additional premium for values reported from the date you acquire the property or begin construction of that part of the building that would qualify as covered property.

b. Personal Effects And Property Of Others

You may extend the insurance that applies to Your Business Personal Property to apply to:

- (1) Personal effects owned by you, your officers, your partners or members, your managers or your employees. This Extension does not apply to loss or damage by theft.
- (2) Personal property of others in your care, custody or control.

The most we will pay for loss or damage under this Extension is \$2,500 at each described premises. Our payment for loss of or damage to personal property of others will only be for the account of the owner of the property.

c. Valuable Papers And Records (Other Than Electronic Data)

- (1) You may extend the insurance that applies to Your Business Personal Property to apply to the cost to replace or restore the lost information on valuable papers and records for which duplicates do not exist. But this Extension does not apply to valuable papers and records which exist as electronic data. Electronic data has the meaning described under Property Not Covered, Electronic Data.
- (2) If the Causes Of Loss – Special Form applies, coverage under this Extension is limited to the "specified causes of loss" as defined in that form and Collapse as set forth in that form.
- (3) If the Causes Of Loss – Broad Form applies, coverage under this Extension includes Collapse as set forth in that form.
- (4) Under this Extension, the most we will pay to replace or restore the lost information is \$2,500 at each described premises, unless a higher limit is shown in the Declarations. Such amount is additional insurance. We will also pay for the cost of blank material for reproducing the records (whether or not duplicates exist) and (when there is a duplicate) for the cost of labor to transcribe or copy the records. The costs of blank material and labor are subject to the applicable Limit of Insurance on Your Business Personal Property and, therefore, coverage of such costs is not additional insurance.

d. Property Off-premises

- (1) You may extend the insurance provided by this Coverage Form to apply to your Covered Property while it is away from the described premises, if it is:
 - (a) Temporarily at a location you do not own, lease or operate;
 - (b) In storage at a location you lease, provided the lease was executed after the beginning of the current policy term; or
 - (c) At any fair, trade show or exhibition.
- (2) This Extension does not apply to property:
 - (a) In or on a vehicle; or
 - (b) In the care, custody or control of your salespersons, unless the property is in such care, custody or control at a fair, trade show or exhibition.
- (3) The most we will pay for loss or damage under this Extension is \$10,000.

e. Outdoor Property

You may extend the insurance provided by this Coverage Form to apply to your outdoor fences, radio and television antennas (including satellite dishes), trees, shrubs and plants (other than trees, shrubs or plants which are "stock" or are part of a vegetated roof), including debris removal expense, caused by or resulting from any of the following causes of loss if they are Covered Causes of Loss:

- (1) Fire;
- (2) Lightning;
- (3) Explosion;
- (4) Riot or Civil Commotion; or
- (5) Aircraft.

The most we will pay for loss or damage under this Extension is \$1,000, but not more than \$250 for any one tree, shrub or plant. These limits apply to any one occurrence, regardless of the types or number of items lost or damaged in that occurrence.

Subject to all aforementioned terms and limitations of coverage, this Coverage Extension includes the expense of removing from the described premises the debris of trees, shrubs and plants which are the property of others, except in the situation in which you are a tenant and such property is owned by the landlord of the described premises.

f. Non-owned Detached Trailers

- (1) You may extend the insurance that applies to Your Business Personal Property to apply to loss or damage to trailers that you do not own, provided that:
 - (a) The trailer is used in your business;
 - (b) The trailer is in your care, custody or control at the premises described in the Declarations; and
 - (c) You have a contractual responsibility to pay for loss or damage to the trailer.
- (2) We will not pay for any loss or damage that occurs:
 - (a) While the trailer is attached to any motor vehicle or motorized conveyance, whether or not the motor vehicle or motorized conveyance is in motion;
 - (b) During hitching or unhitching operations, or when a trailer becomes accidentally unhitched from a motor vehicle or motorized conveyance.
- (3) The most we will pay for loss or damage under this Extension is \$5,000, unless a higher limit is shown in the Declarations.
- (4) This insurance is excess over the amount due (whether you can collect on it or not) from any other insurance covering such property.

g. Business Personal Property Temporarily In Portable Storage Units

- (1) You may extend the insurance that applies to Your Business Personal Property to apply to such property while temporarily stored in a portable storage unit (including a detached trailer) located within 100 feet of the building or structure described in the Declarations or within 100 feet of the premises described in the Declarations, whichever distance is greater.

- (2) If the applicable Covered Causes of Loss form or endorsement contains a limitation or exclusion concerning loss or damage from sand, dust, sleet, snow, ice or rain to property in a structure, such limitation or exclusion also applies to property in a portable storage unit.
- (3) Coverage under this Extension:
 - (a) Will end 90 days after the business personal property has been placed in the storage unit;
 - (b) Does not apply if the storage unit itself has been in use at the described premises for more than 90 consecutive days, even if the business personal property has been stored there for 90 or fewer days as of the time of loss or damage.
- (4) Under this Extension, the most we will pay for the total of all loss or damage to business personal property is \$10,000 (unless a higher limit is indicated in the Declarations for such Extension) regardless of the number of storage units. Such limit is part of, not in addition to, the applicable Limit of Insurance on Your Business Personal Property. Therefore, payment under this Extension will not increase the applicable Limit of Insurance on Your Business Personal Property.
- (5) This Extension does not apply to loss or damage otherwise covered under this Coverage Form or any endorsement to this Coverage Form or policy, and does not apply to loss or damage to the storage unit itself.

Each of these Extensions is additional insurance unless otherwise indicated. The Additional Condition, Coinsurance, does not apply to these Extensions.

B. Exclusions And Limitations

See applicable Causes Of Loss form as shown in the Declarations.

C. Limits Of Insurance

The most we will pay for loss or damage in any one occurrence is the applicable Limit Of Insurance shown in the Declarations.

The most we will pay for loss or damage to outdoor signs, whether or not the sign is attached to a building, is \$2,500 per sign in any one occurrence.

The amounts of insurance stated in the following Additional Coverages apply in accordance with the terms of such coverages and are separate from the Limit(s) Of Insurance shown in the Declarations for any other coverage:

1. Fire Department Service Charge;
2. Pollutant Clean-up And Removal;
3. Increased Cost Of Construction; and
4. Electronic Data.

Payments under the Preservation Of Property Additional Coverage will not increase the applicable Limit of Insurance.

D. Deductible

In any one occurrence of loss or damage (hereinafter referred to as loss), we will first reduce the amount of loss if required by the Coinsurance Condition or the Agreed Value Optional Coverage. If the adjusted amount of loss is less than or equal to the Deductible, we will not pay for that loss. If the adjusted amount of loss exceeds the Deductible, we will then subtract the Deductible from the adjusted amount of loss and will pay the resulting amount or the Limit of Insurance, whichever is less.

When the occurrence involves loss to more than one item of Covered Property and separate Limits of Insurance apply, the losses will not be combined in determining application of the Deductible. But the Deductible will be applied only once per occurrence.

Example 1

(This example assumes there is no Coinsurance penalty.)

Deductible:	\$ 250
Limit of Insurance – Building 1:	\$ 60,000
Limit of Insurance – Building 2:	\$ 80,000
Loss to Building 1:	\$ 60,100
Loss to Building 2:	\$ 90,000

The amount of loss to Building 1 (\$60,100) is less than the sum (\$60,250) of the Limit of Insurance applicable to Building 1 plus the Deductible.

The Deductible will be subtracted from the amount of loss in calculating the loss payable for Building 1:

\$ 60,100
<u>– 250</u>
\$ 59,850 Loss Payable – Building 1

The Deductible applies once per occurrence and therefore is not subtracted in determining the amount of loss payable for Building 2. Loss payable for Building 2 is the Limit of Insurance of \$80,000.

Total amount of loss payable:
\$59,850 + \$80,000 = \$139,850

Example 2

(This example, too, assumes there is no Coinsurance penalty.)

The Deductible and Limits of Insurance are the same as those in Example 1.

Loss to Building 1:	\$ 70,000
(Exceeds Limit of Insurance plus Deductible)	
Loss to Building 2:	\$ 90,000
(Exceeds Limit of Insurance plus Deductible)	
Loss Payable – Building 1:	\$ 60,000
(Limit of Insurance)	
Loss Payable – Building 2:	\$ 80,000
(Limit of Insurance)	
Total amount of loss payable:	\$ 140,000

E. Loss Conditions

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

1. Abandonment

There can be no abandonment of any property to us.

2. Appraisal

If we and you disagree on the value of the property or the amount of loss, either may make 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 appraisers will state separately the value of the property and 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:

- a. Pay its chosen appraiser; and
- b. 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.

3. Duties In The Event Of Loss Or Damage

a. 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. Include 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) At our request, give us complete inventories of the damaged and undamaged property. Include quantities, costs, values and amount of loss claimed.
 - (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) Send us a signed, sworn proof of loss containing the information we request to investigate the claim. You must do this within 60 days after our request. We will supply you with the necessary forms.
 - (8) Cooperate with us in the investigation or settlement of the claim.
- b. 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.

4. Loss Payment

- a. In the event of loss or damage covered by this Coverage Form, at our option, we will either:
 - (1) Pay the value of lost or damaged property;
 - (2) Pay the cost of repairing or replacing the lost or damaged property, subject to b. below;
 - (3) Take all or any part of the property at an agreed or appraised value; or
 - (4) Repair, rebuild or replace the property with other property of like kind and quality, subject to b. below.

We will determine the value of lost or damaged property, or the cost of its repair or replacement, in accordance with the applicable terms of the Valuation Condition in this Coverage Form or any applicable provision which amends or supersedes the Valuation Condition.
- b. The cost to repair, rebuild or replace does not include the increased cost attributable to enforcement of or compliance with any ordinance or law regulating the construction, use or repair of any property.
- c. We will give notice of our intentions within 30 days after we receive the sworn proof of loss.
- d. We will not pay you more than your financial interest in the Covered Property.
- e. We may adjust losses with the owners of lost or damaged property if other than you. If we pay the owners, such payments will satisfy your claims against us for the owners' property. We will not pay the owners more than their financial interest in the Covered Property.
- f. We may elect to defend you against suits arising from claims of owners of property. We will do this at our expense.
- g. 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 of the terms of this Coverage Part, and:
 - (1) We have reached agreement with you on the amount of loss; or
 - (2) An appraisal award has been made.

h. A party wall is a wall that separates and is common to adjoining buildings that are owned by different parties. In settling covered losses involving a party wall, we will pay a proportion of the loss to the party wall based on your interest in the wall in proportion to the interest of the owner of the adjoining building. However, if you elect to repair or replace your building and the owner of the adjoining building elects not to repair or replace that building, we will pay you the full value of the loss to the party wall, subject to all applicable policy provisions including Limits of Insurance, the Valuation and Coinsurance Conditions and all other provisions of this Loss Payment Condition. Our payment under the provisions of this paragraph does not alter any right of subrogation we may have against any entity, including the owner or insurer of the adjoining building, and does not alter the terms of the Transfer Of Rights Of Recovery Against Others To Us Condition in this policy.

5. 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 expenses to repair the recovered property, subject to the Limit of Insurance.

6. Vacancy

a. Description Of Terms

(1) As used in this Vacancy Condition, the term building and the term vacant have the meanings set forth in (1)(a) and (1)(b) below:

(a) When this policy is issued to a tenant, and with respect to that tenant's interest in Covered Property, building means the unit or suite rented or leased to the tenant. Such building is vacant when it does not contain enough business personal property to conduct customary operations.

(b) When this policy is issued to the owner or general lessee of a building, building means the entire building. Such building is vacant unless at least 31% of its total square footage is:

(i) Rented to a lessee or sublessee and used by the lessee or sublessee to conduct its customary operations; and/or

(ii) Used by the building owner to conduct customary operations.

(2) Buildings under construction or renovation are not considered vacant.

b. Vacancy Provisions

If the building where loss or damage occurs has been vacant for more than 60 consecutive days before that loss or damage occurs:

(1) We will not pay for any loss or damage caused by any of the following, even if they are Covered Causes of Loss:

(a) Vandalism;

(b) Sprinkler leakage, unless you have protected the system against freezing;

(c) Building glass breakage;

(d) Water damage;

(e) Theft; or

(f) Attempted theft.

(2) With respect to Covered Causes of Loss other than those listed in b.(1)(a) through b.(1)(f) above, we will reduce the amount we would otherwise pay for the loss or damage by 15%.

7. Valuation

We will determine the value of Covered Property in the event of loss or damage as follows:

a. At actual cash value as of the time of loss or damage, except as provided in b., c., d. and e. below.

b. If the Limit of Insurance for Building satisfies the Additional Condition, Coinsurance, and the cost to repair or replace the damaged building property is \$2,500 or less, we will pay the cost of building repairs or replacement.

The cost of building repairs or replacement does not include the increased cost attributable to enforcement of or compliance with any ordinance or law regulating the construction, use or repair of any property.

However, the following property will be valued at the actual cash value, even when attached to the building:

- (1) Awnings or floor coverings;
 - (2) Appliances for refrigerating, ventilating, cooking, dishwashing or laundering; or
 - (3) Outdoor equipment or furniture.
- c. "Stock" you have sold but not delivered at the selling price less discounts and expenses you otherwise would have had.
- d. Glass at the cost of replacement with safety-glazing material if required by law.
- e. Tenants' Improvements and Betterments at:
- (1) Actual cash value of the lost or damaged property if you make repairs promptly.
 - (2) A proportion of your original cost if you do not make repairs promptly. We will determine the proportionate value as follows:
 - (a) Multiply the original cost by the number of days from the loss or damage to the expiration of the lease; and
 - (b) Divide the amount determined in (a) above by the number of days from the installation of improvements to the expiration of the lease.

If your lease contains a renewal option, the expiration of the renewal option period will replace the expiration of the lease in this procedure.

- (3) Nothing if others pay for repairs or replacement.

F. Additional Conditions

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

1. Coinsurance

If a Coinsurance percentage is shown in the Declarations, the following condition applies:

- a. We will not pay the full amount of any loss if the value of Covered Property at the time of loss times the Coinsurance percentage shown for it in the Declarations is greater than the Limit of Insurance for the property.

Instead, we will determine the most we will pay using the following steps:

- (1) Multiply the value of Covered Property at the time of loss by the Coinsurance percentage;
- (2) Divide the Limit of Insurance of the property by the figure determined in Step (1);
- (3) Multiply the total amount of loss, before the application of any deductible, by the figure determined in Step (2); and
- (4) Subtract the deductible from the figure determined in Step (3).

We will pay the amount determined in Step (4) or the Limit of Insurance, whichever is less. For the remainder, you will either have to rely on other insurance or absorb the loss yourself.

Example 1 (Underinsurance)

When:	The value of the property is:	\$ 250,000
	The Coinsurance percentage for it is:	80%
	The Limit of Insurance for it is:	\$ 100,000
	The Deductible is:	\$ 250
	The amount of loss is:	\$ 40,000

Step (1): $\$250,000 \times 80\% = \$200,000$
 (the minimum amount of insurance to meet your Coinsurance requirements)

Step (2): $\$100,000 \div \$200,000 = .50$

Step (3): $\$40,000 \times .50 = \$20,000$

Step (4): $\$20,000 - \$250 = \$19,750$

We will pay no more than \$19,750. The remaining \$20,250 is not covered.

Example 2 (Adequate Insurance)

When:	The value of the property is:	\$ 250,000
	The Coinsurance percentage for it is:	80%
	The Limit of Insurance for it is:	\$ 200,000
	The Deductible is:	\$ 250
	The amount of loss is:	\$ 40,000

The minimum amount of insurance to meet your Coinsurance requirement is \$200,000 ($\$250,000 \times 80\%$). Therefore, the Limit of Insurance in this example is adequate, and no penalty applies. We will pay no more than \$39,750 ($\$40,000$ amount of loss minus the deductible of \$250).

- b. If one Limit of Insurance applies to two or more separate items, this condition will apply to the total of all property to which the limit applies.

Example 3

When: The value of the property is:

Building at Location 1:	\$ 75,000
Building at Location 2:	\$ 100,000
Personal Property at Location 2:	<u>\$ 75,000</u>
	\$ 250,000
The Coinsurance percentage for it is:	90%
The Limit of Insurance for Buildings and Personal Property at Locations 1 and 2 is:	\$ 180,000
The Deductible is:	\$ 1,000
The amount of loss is:	
Building at Location 2:	\$ 30,000
Personal Property at Location 2:	<u>\$ 20,000</u>
	\$ 50,000

Step (1): $\$250,000 \times 90\% = \$225,000$
 (the minimum amount of insurance to meet your Coinsurance requirements and to avoid the penalty shown below)

Step (2): $\$180,000 \div \$225,000 = .80$

Step (3): $\$50,000 \times .80 = \$40,000$

Step (4): $\$40,000 - \$1,000 = \$39,000$

We will pay no more than \$39,000. The remaining \$11,000 is not covered.

2. Mortgageholders

- a. The term mortgageholder includes trustee.
- b. We will pay for covered loss of or damage to buildings or structures to each mortgageholder shown in the Declarations in their order of precedence, as interests may appear.
- c. The mortgageholder has the right to receive loss payment even if the mortgageholder has started foreclosure or similar action on the building or structure.
- d. If we deny your claim because of your acts or because you have failed to comply with the terms of this Coverage Part, the mortgageholder will still have the right to receive loss payment if the mortgageholder:
 - (1) Pays any premium due under this Coverage Part at our request if you have failed to do so;

- (2) Submits a signed, sworn proof of loss within 60 days after receiving notice from us of your failure to do so; and
- (3) Has notified us of any change in ownership, occupancy or substantial change in risk known to the mortgageholder.

All of the terms of this Coverage Part will then apply directly to the mortgageholder.

- e. If we pay the mortgageholder for any loss or damage and deny payment to you because of your acts or because you have failed to comply with the terms of this Coverage Part:
 - (1) The mortgageholder's rights under the mortgage will be transferred to us to the extent of the amount we pay; and
 - (2) The mortgageholder's right to recover the full amount of the mortgageholder's claim will not be impaired.

At our option, we may pay to the mortgageholder the whole principal on the mortgage plus any accrued interest. In this event, your mortgage and note will be transferred to us and you will pay your remaining mortgage debt to us.

- f. If we cancel this policy, we will give written notice to the mortgageholder at least:
 - (1) 10 days before the effective date of cancellation if we cancel for your nonpayment of premium; or
 - (2) 30 days before the effective date of cancellation if we cancel for any other reason.
- g. If we elect not to renew this policy, we will give written notice to the mortgageholder at least 10 days before the expiration date of this policy.

G. Optional Coverages

If shown as applicable in the Declarations, the following Optional Coverages apply separately to each item:

1. Agreed Value

- a. The Additional Condition, Coinsurance, does not apply to Covered Property to which this Optional Coverage applies. We will pay no more for loss of or damage to that property than the proportion that the Limit of Insurance under this Coverage Part for the property bears to the Agreed Value shown for it in the Declarations.

- b. If the expiration date for this Optional Coverage shown in the Declarations is not extended, the Additional Condition, Coinsurance, is reinstated and this Optional Coverage expires.
- c. The terms of this Optional Coverage apply only to loss or damage that occurs:
 - (1) On or after the effective date of this Optional Coverage; and
 - (2) Before the Agreed Value expiration date shown in the Declarations or the policy expiration date, whichever occurs first.

2. Inflation Guard

- a. The Limit of Insurance for property to which this Optional Coverage applies will automatically increase by the annual percentage shown in the Declarations.
- b. The amount of increase will be:
 - (1) The Limit of Insurance that applied on the most recent of the policy inception date, the policy anniversary date, or any other policy change amending the Limit of Insurance, times
 - (2) The percentage of annual increase shown in the Declarations, expressed as a decimal (example: 8% is .08), times
 - (3) The number of days since the beginning of the current policy year or the effective date of the most recent policy change amending the Limit of Insurance, divided by 365.

Example

If: The applicable Limit of Insurance is: \$ 100,000
 The annual percentage increase is: 8%
 The number of days since the beginning of the policy year (or last policy change) is: 146
 The amount of increase is:
 $\$100,000 \times .08 \times 146 \div 365 =$ \$ 3,200

3. Replacement Cost

- a. Replacement Cost (without deduction for depreciation) replaces Actual Cash Value in the Valuation Loss Condition of this Coverage Form.
- b. This Optional Coverage does not apply to:
 - (1) Personal property of others;
 - (2) Contents of a residence;
 - (3) Works of art, antiques or rare articles, including etchings, pictures, statuary, marbles, bronzes, porcelains and bric-a-brac; or

- (4) "Stock", unless the Including "Stock" option is shown in the Declarations.

Under the terms of this Replacement Cost Optional Coverage, tenants' improvements and betterments are not considered to be the personal property of others.

- c. You may make a claim for loss or damage covered by this insurance on an actual cash value basis instead of on a replacement cost basis. In the event you elect to have loss or damage settled on an actual cash value basis, you may still make a claim for the additional coverage this Optional Coverage provides if you notify us of your intent to do so within 180 days after the loss or damage.
- d. We will not pay on a replacement cost basis for any loss or damage:
 - (1) Until the lost or damaged property is actually repaired or replaced; and
 - (2) Unless the repair or replacement is made as soon as reasonably possible after the loss or damage.

With respect to tenants' improvements and betterments, the following also apply:

- (3) If the conditions in d.(1) and d.(2) above are not met, the value of tenants' improvements and betterments will be determined as a proportion of your original cost, as set forth in the Valuation Loss Condition of this Coverage Form; and
- (4) We will not pay for loss or damage to tenants' improvements and betterments if others pay for repairs or replacement.
- e. We will not pay more for loss or damage on a replacement cost basis than the least of (1), (2) or (3), subject to f. below:
 - (1) The Limit of Insurance applicable to the lost or damaged property;
 - (2) The cost to replace the lost or damaged property with other property:
 - (a) Of comparable material and quality; and
 - (b) Used for the same purpose; or
 - (3) The amount actually spent that is necessary to repair or replace the lost or damaged property.

If a building is rebuilt at a new premises, the cost described in e.(2) above is limited to the cost which would have been incurred if the building had been rebuilt at the original premises.

- f. The cost of repair or replacement does not include the increased cost attributable to enforcement of or compliance with any ordinance or law regulating the construction, use or repair of any property.

4. Extension Of Replacement Cost To Personal Property Of Others

- a. If the Replacement Cost Optional Coverage is shown as applicable in the Declarations, then this Extension may also be shown as applicable. If the Declarations show this Extension as applicable, then Paragraph 3.b.(1) of the Replacement Cost Optional Coverage is deleted and all other provisions of the Replacement Cost Optional Coverage apply to replacement cost on personal property of others.

- b. With respect to replacement cost on the personal property of others, the following limitation applies:

If an item(s) of personal property of others is subject to a written contract which governs your liability for loss or damage to that item(s), then valuation of that item(s) will be based on the amount for which you are liable under such contract, but not to exceed the lesser of the replacement cost of the property or the applicable Limit of Insurance.

H. Definitions

1. "Fungus" means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents or by-products produced or released by fungi.
2. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
3. "Stock" means merchandise held in storage or for sale, raw materials and in-process or finished goods, including supplies used in their packing or shipping.

BUSINESS INCOME (AND EXTRA EXPENSE) 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

1. Business Income

Business Income means the:

- a. Net Income (Net Profit or Loss before income taxes) that would have been earned or incurred; and
- b. Continuing normal operating expenses incurred, including payroll.

For manufacturing risks, Net Income includes the net sales value of production.

Coverage is provided as described and limited below for one or more of the following options for which a Limit Of Insurance is shown in the Declarations:

- (1) Business Income Including "Rental Value".
- (2) Business Income Other Than "Rental Value".
- (3) "Rental Value".

If option (1) above is selected, the term Business Income will include "Rental Value". If option (3) above is selected, the term Business Income will mean "Rental Value" only.

If Limits of Insurance are shown under more than one of the above options, the provisions of this Coverage Part apply separately to each.

We will pay for the actual loss of Business Income you sustain due to the necessary "suspension" of your "operations" during the "period of restoration". The "suspension" must be caused by direct physical loss of or damage to property at premises which are described in the Declarations and for which a Business Income Limit Of Insurance is shown in the Declarations. The loss or damage must be caused by or result from a Covered Cause of Loss. With respect to loss of or damage to personal property in the open or personal property in a vehicle, the described premises include the area within 100 feet of such premises.

With respect to the requirements set forth in the preceding paragraph, if you occupy only part of a building, your premises means:

- (a) The portion of the building which you rent, lease or occupy;
- (b) The area within 100 feet of the building or within 100 feet of the premises described in the Declarations, whichever distance is greater (with respect to loss of or damage to personal property in the open or personal property in a vehicle); and
- (c) Any area within the building or at the described premises, if that area services, or is used to gain access to, the portion of the building which you rent, lease or occupy.

2. Extra Expense

- a. Extra Expense Coverage is provided at the premises described in the Declarations only if the Declarations show that Business Income Coverage applies at that premises.
- b. Extra Expense means necessary expenses you incur during the "period of restoration" that you would not have incurred if there had been no direct physical loss or damage to property caused by or resulting from a Covered Cause of Loss.

We will pay Extra Expense (other than the expense to repair or replace property) to:

- (1) Avoid or minimize the "suspension" of business and to continue operations at the described premises or at replacement premises or temporary locations, including relocation expenses and costs to equip and operate the replacement location or temporary location.

- (2) Minimize the "suspension" of business if you cannot continue "operations".

We will also pay Extra Expense to repair or replace property, but only to the extent it reduces the amount of loss that otherwise would have been payable under this Coverage Form.

3. Covered Causes Of Loss, Exclusions And Limitations

See applicable Causes Of Loss form as shown in the Declarations.

4. Additional Limitation – Interruption Of Computer Operations

- a. Coverage for Business Income does not apply when a "suspension" of "operations" is caused by destruction or corruption of electronic data, or any loss or damage to electronic data, except as provided under the Additional Coverage, Interruption Of Computer Operations.
- b. Coverage for Extra Expense does not apply when action is taken to avoid or minimize a "suspension" of "operations" caused by destruction or corruption of electronic data, or any loss or damage to electronic data, except as provided under the Additional Coverage, Interruption Of Computer Operations.
- c. Electronic data means information, facts or computer programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment. The term computer programs, referred to in the foregoing description of electronic data, means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve or send data.
- d. This Additional Limitation does not apply when loss or damage to electronic data involves only electronic data which is integrated in and operates or controls a building's elevator, lighting, heating, ventilation, air conditioning or security system.

5. Additional Coverages

a. Civil Authority

In this Additional Coverage, Civil Authority, the described premises are premises to which this Coverage Form applies, as shown in the Declarations.

When a Covered Cause of Loss causes damage to property other than property at the described premises, we will pay for the actual loss of Business Income you sustain and necessary Extra Expense caused by action of civil authority that prohibits access to the described premises, provided that both of the following apply:

- (1) Access to the area immediately surrounding the damaged property is prohibited by civil authority as a result of the damage, and the described premises are within that area but are not more than one mile from the damaged property; and
- (2) The action of civil authority is taken in response to dangerous physical conditions resulting from the damage or continuation of the Covered Cause of Loss that caused the damage, or the action is taken to enable a civil authority to have unimpeded access to the damaged property.

Civil Authority Coverage for Business Income will begin 72 hours after the time of the first action of civil authority that prohibits access to the described premises and will apply for a period of up to four consecutive weeks from the date on which such coverage began.

Civil Authority Coverage for Extra Expense will begin immediately after the time of the first action of civil authority that prohibits access to the described premises and will end:

- (1) Four consecutive weeks after the date of that action; or
- (2) When your Civil Authority Coverage for Business Income ends;

whichever is later.

b. Alterations And New Buildings

We will pay for the actual loss of Business Income you sustain and necessary Extra Expense you incur due to direct physical loss or damage at the described premises caused by or resulting from any Covered Cause of Loss to:

- (1) New buildings or structures, whether complete or under construction;
- (2) Alterations or additions to existing buildings or structures; and
- (3) Machinery, equipment, supplies or building materials located on or within 100 feet of the described premises and:
 - (a) Used in the construction, alterations or additions; or
 - (b) Incidental to the occupancy of new buildings.

If such direct physical loss or damage delays the start of "operations", the "period of restoration" for Business Income Coverage will begin on the date "operations" would have begun if the direct physical loss or damage had not occurred.

c. Extended Business Income

(1) Business Income Other Than "Rental Value"

If the necessary "suspension" of your "operations" produces a Business Income loss payable under this policy, we will pay for the actual loss of Business Income you incur during the period that:

- (a) Begins on the date property (except "finished stock") is actually repaired, rebuilt or replaced and "operations" are resumed; and
- (b) Ends on the earlier of:
 - (i) The date you could restore your "operations", with reasonable speed, to the level which would generate the business income amount that would have existed if no direct physical loss or damage had occurred; or
 - (ii) 60 consecutive days after the date determined in (1)(a) above.

However, Extended Business Income does not apply to loss of Business Income incurred as a result of unfavorable business conditions caused by the impact of the Covered Cause of Loss in the area where the described premises are located.

Loss of Business Income must be caused by direct physical loss or damage at the described premises caused by or resulting from any Covered Cause of Loss.

(2) "Rental Value"

If the necessary "suspension" of your "operations" produces a "Rental Value" loss payable under this policy, we will pay for the actual loss of "Rental Value" you incur during the period that:

- (a) Begins on the date property is actually repaired, rebuilt or replaced and tenantability is restored; and
- (b) Ends on the earlier of:
 - (i) The date you could restore tenant occupancy, with reasonable speed, to the level which would generate the "Rental Value" that would have existed if no direct physical loss or damage had occurred; or
 - (ii) 60 consecutive days after the date determined in (2)(a) above.

However, Extended Business Income does not apply to loss of "Rental Value" incurred as a result of unfavorable business conditions caused by the impact of the Covered Cause of Loss in the area where the described premises are located.

Loss of "Rental Value" must be caused by direct physical loss or damage at the described premises caused by or resulting from any Covered Cause of Loss.

d. Interruption Of Computer Operations

- (1) Under this Additional Coverage, electronic data has the meaning described under Additional Limitation – Interruption Of Computer Operations.

- (2) Subject to all provisions of this Additional Coverage, you may extend the insurance that applies to Business Income and Extra Expense to apply to a "suspension" of "operations" caused by an interruption in computer operations due to destruction or corruption of electronic data due to a Covered Cause of Loss. However, we will not provide coverage under this Additional Coverage when the Additional Limitation – Interruption Of Computer Operations does not apply based on Paragraph A.4.d. therein.
- (3) With respect to the coverage provided under this Additional Coverage, the Covered Causes of Loss are subject to the following:
- (a) If the Causes Of Loss – Special Form applies, coverage under this Additional Coverage, Interruption Of Computer Operations, is limited to the "specified causes of loss" as defined in that form and Collapse as set forth in that form.
 - (b) If the Causes Of Loss – Broad Form applies, coverage under this Additional Coverage, Interruption Of Computer Operations, includes Collapse as set forth in that form.
 - (c) If the Causes Of Loss form is endorsed to add a Covered Cause of Loss, the additional Covered Cause of Loss does not apply to the coverage provided under this Additional Coverage, Interruption Of Computer Operations.
 - (d) The Covered Causes of Loss include a virus, harmful code or similar instruction introduced into or enacted on a computer system (including electronic data) or a network to which it is connected, designed to damage or destroy any part of the system or disrupt its normal operation. But there is no coverage for an interruption related to manipulation of a computer system (including electronic data) by any employee, including a temporary or leased employee, or by an entity retained by you or for you to inspect, design, install, maintain, repair or replace that system.
- (4) The most we will pay under this Additional Coverage, Interruption Of Computer Operations, is \$2,500 (unless a higher limit is shown in the Declarations) for all loss sustained and expense incurred in any one policy year, regardless of the number of interruptions or the number of premises, locations or computer systems involved. If loss payment relating to the first interruption does not exhaust this amount, then the balance is available for loss or expense sustained or incurred as a result of subsequent interruptions in that policy year. A balance remaining at the end of a policy year does not increase the amount of insurance in the next policy year. With respect to any interruption which begins in one policy year and continues or results in additional loss or expense in a subsequent policy year(s), all loss and expense is deemed to be sustained or incurred in the policy year in which the interruption began.
- (5) This Additional Coverage, Interruption Of Computer Operations, does not apply to loss sustained or expense incurred after the end of the "period of restoration", even if the amount of insurance stated in (4) above has not been exhausted.

6. Coverage Extension

If a Coinsurance percentage of 50% or more is shown in the Declarations, you may extend the insurance provided by this Coverage Part as follows:

Newly Acquired Locations

- a. You may extend your Business Income and Extra Expense Coverages to apply to property at any location you acquire other than fairs or exhibitions.
- b. The most we will pay under this Extension, for the sum of Business Income loss and Extra Expense incurred, is \$100,000 at each location, unless a higher limit is shown in the Declarations.
- c. Insurance under this Extension for each newly acquired location will end when any of the following first occurs:
 - (1) This policy expires;

(2) 30 days expire after you acquire or begin to construct the property; or

(3) You report values to us.

We will charge you additional premium for values reported from the date you acquire the property.

The Additional Condition, Coinsurance, does not apply to this Extension.

B. Limits Of Insurance

The most we will pay for loss in any one occurrence is the applicable Limit Of Insurance shown in the Declarations.

Payments under the following coverages will not increase the applicable Limit of Insurance:

1. Alterations And New Buildings;
2. Civil Authority;
3. Extra Expense; or
4. Extended Business Income.

The amounts of insurance stated in the Interruption Of Computer Operations Additional Coverage and the Newly Acquired Locations Coverage Extension apply in accordance with the terms of those coverages and are separate from the Limit(s) Of Insurance shown in the Declarations for any other coverage.

C. Loss Conditions

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

1. Appraisal

If we and you disagree on the amount of Net Income and operating expense or the amount of loss, either may make 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 appraisers will state separately the amount of Net Income and operating expense or 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:

- a. Pay its chosen appraiser; and
- b. 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.

2. Duties In The Event Of Loss

a. You must see that the following are done in the event of loss:

- (1) Notify the police if a law may have been broken.
- (2) Give us prompt notice of the direct physical loss or damage. Include a description of the property involved.
- (3) As soon as possible, give us a description of how, when and where the direct physical 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) 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.

- (6) Send us a signed, sworn proof of loss containing the information we request to investigate the claim. You must do this within 60 days after our request. We will supply you with the necessary forms.
- (7) Cooperate with us in the investigation or settlement of the claim.
- (8) If you intend to continue your business, you must resume all or part of your "operations" as quickly as possible.

b. 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.

3. Loss Determination

a. The amount of Business Income loss will be determined based on:

- (1) The Net Income of the business before the direct physical loss or damage occurred;
- (2) The likely Net Income of the business if no physical loss or damage had occurred, but not including any Net Income that would likely have been earned as a result of an increase in the volume of business due to favorable business conditions caused by the impact of the Covered Cause of Loss on customers or on other businesses;
- (3) The operating expenses, including payroll expenses, necessary to resume "operations" with the same quality of service that existed just before the direct physical loss or damage; and
- (4) Other relevant sources of information, including:
 - (a) Your financial records and accounting procedures;
 - (b) Bills, invoices and other vouchers; and
 - (c) Deeds, liens or contracts.

b. The amount of Extra Expense will be determined based on:

- (1) All expenses that exceed the normal operating expenses that would have been incurred by "operations" during the "period of restoration" if no direct physical loss or damage had occurred. We will deduct from the total of such expenses:
 - (a) The salvage value that remains of any property bought for temporary use during the "period of restoration", once "operations" are resumed; and
 - (b) Any Extra Expense that is paid for by other insurance, except for insurance that is written subject to the same plan, terms, conditions and provisions as this insurance; and
- (2) Necessary expenses that reduce the Business Income loss that otherwise would have been incurred.

c. Resumption Of Operations

We will reduce the amount of your:

- (1) Business Income loss, other than Extra Expense, to the extent you can resume your "operations", in whole or in part, by using damaged or undamaged property (including merchandise or stock) at the described premises or elsewhere.
 - (2) Extra Expense loss to the extent you can return "operations" to normal and discontinue such Extra Expense.
- d. If you do not resume "operations", or do not resume "operations" as quickly as possible, we will pay based on the length of time it would have taken to resume "operations" as quickly as possible.

4. Loss Payment

We will pay for covered loss within 30 days after we receive the sworn proof of loss, if you have complied with all of the terms of this Coverage Part, and:

- a. We have reached agreement with you on the amount of loss; or
- b. An appraisal award has been made.

D. Additional Condition

COINSURANCE

If a Coinsurance percentage is shown in the Declarations, the following condition applies in addition to the Common Policy Conditions and the Commercial Property Conditions.

We will not pay the full amount of any Business Income loss if the Limit of Insurance for Business Income is less than:

1. The Coinsurance percentage shown for Business Income in the Declarations; times
2. The sum of:
 - a. The Net Income (Net Profit or Loss before income taxes), and
 - b. Operating expenses, including payroll expenses,that would have been earned or incurred (had no loss occurred) by your "operations" at the described premises for the 12 months following the inception, or last previous anniversary date, of this policy (whichever is later).

Instead, we will determine the most we will pay using the following steps:

- Step (1):** Multiply the Net Income and operating expense for the 12 months following the inception, or last previous anniversary date, of this policy by the Coinsurance percentage;
- Step (2):** Divide the Limit of Insurance for the described premises by the figure determined in Step (1); and
- Step (3):** Multiply the total amount of loss by the figure determined in Step (2).

We will pay the amount determined in Step (3) or the limit of insurance, whichever is less. For the remainder, you will either have to rely on other insurance or absorb the loss yourself.

In determining operating expenses for the purpose of applying the Coinsurance condition, the following expenses, if applicable, shall be deducted from the total of all operating expenses:

- (1) Prepaid freight – outgoing;
- (2) Returns and allowances;
- (3) Discounts;
- (4) Bad debts;
- (5) Collection expenses;
- (6) Cost of raw stock and factory supplies consumed (including transportation charges);
- (7) Cost of merchandise sold (including transportation charges);
- (8) Cost of other supplies consumed (including transportation charges);
- (9) Cost of services purchased from outsiders (not employees) to resell, that do not continue under contract;
- (10) Power, heat and refrigeration expenses that do not continue under contract (if Form CP 15 11 is attached);
- (11) All payroll expenses or the amount of payroll expense excluded (if Form CP 15 10 is attached); and
- (12) Special deductions for mining properties (royalties unless specifically included in coverage; actual depletion commonly known as unit or cost depletion – not percentage depletion; welfare and retirement fund charges based on tonnage; hired trucks).

Example 1 (Underinsurance)

When: The Net Income and operating expenses for the 12 months following the inception, or last previous anniversary date, of this policy at the described premises would have been: \$ 400,000
The Coinsurance percentage is: 50%
The Limit of Insurance is: \$ 150,000
The amount of loss is: \$ 80,000

Step (1): $\$400,000 \times 50\% = \$200,000$
(the minimum amount of insurance to meet your Coinsurance requirements)

Step (2): $\$150,000 \div \$200,000 = .75$

Step (3): $\$80,000 \times .75 = \$60,000$

We will pay no more than \$60,000. The remaining \$20,000 is not covered.

Example 2 (Adequate Insurance)

When: The Net Income and operating expenses for the 12 months following the inception, or last previous anniversary date, of this policy at the described premises would have been: \$ 400,000
The Coinsurance percentage is: 50%
The Limit of Insurance is: \$ 200,000
The amount of loss is: \$ 80,000

The minimum amount of insurance to meet your Coinsurance requirement is \$200,000 ($\$400,000 \times 50\%$). Therefore, the Limit of Insurance in this example is adequate and no penalty applies. We will pay no more than \$80,000 (amount of loss).

This condition does not apply to Extra Expense Coverage.

E. Optional Coverages

If shown as applicable in the Declarations, the following Optional Coverages apply separately to each item.

1. Maximum Period Of Indemnity

- a. The Additional Condition, Coinsurance, does not apply to this Coverage Form at the described premises to which this Optional Coverage applies.

- b. The most we will pay for the total of Business Income loss and Extra Expense is the lesser of:
 - (1) The amount of loss sustained and expenses incurred during the 120 days immediately following the beginning of the "period of restoration"; or
 - (2) The Limit Of Insurance shown in the Declarations.

2. Monthly Limit Of Indemnity

- a. The Additional Condition, Coinsurance, does not apply to this Coverage Form at the described premises to which this Optional Coverage applies.
- b. The most we will pay for loss of Business Income in each period of 30 consecutive days after the beginning of the "period of restoration" is:
 - (1) The Limit of Insurance, multiplied by
 - (2) The fraction shown in the Declarations for this Optional Coverage.

Example

When: The Limit of Insurance is:	\$ 120,000
The fraction shown in the Declarations for this Optional Coverage is:	1/4
The most we will pay for loss in each period of 30 consecutive days is:	\$ 30,000
(\$120,000 x 1/4 = \$30,000)	
If, in this example, the actual amount of loss is:	
Days 1–30:	\$ 40,000
Days 31–60:	\$ 20,000
Days 61–90:	\$ 30,000
	\$ 90,000
We will pay:	
Days 1–30:	\$ 30,000
Days 31–60:	\$ 20,000
Days 61–90:	\$ 30,000
	\$ 80,000

The remaining \$10,000 is not covered.

3. Business Income Agreed Value

- a. To activate this Optional Coverage:
 - (1) A Business Income Report/Work Sheet must be submitted to us and must show financial data for your "operations":
 - (a) During the 12 months prior to the date of the Work Sheet; and

- (b) Estimated for the 12 months immediately following the inception of this Optional Coverage.
- (2) The Declarations must indicate that the Business Income Agreed Value Optional Coverage applies, and an Agreed Value must be shown in the Declarations. The Agreed Value should be at least equal to:
 - (a) The Coinsurance percentage shown in the Declarations; multiplied by
 - (b) The amount of Net Income and operating expenses for the following 12 months you report on the Work Sheet.
- b. The Additional Condition, Coinsurance, is suspended until:
 - (1) 12 months after the effective date of this Optional Coverage; or
 - (2) The expiration date of this policy; whichever occurs first.
- c. We will reinstate the Additional Condition, Coinsurance, automatically if you do not submit a new Work Sheet and Agreed Value:
 - (1) Within 12 months of the effective date of this Optional Coverage; or
 - (2) When you request a change in your Business Income Limit of Insurance.
- d. If the Business Income Limit of Insurance is less than the Agreed Value, we will not pay more of any loss than the amount of loss multiplied by:
 - (1) The Business Income Limit of Insurance; divided by
 - (2) The Agreed Value.

Example

When: The Limit of Insurance is:	\$ 100,000
The Agreed Value is:	\$ 200,000
The amount of loss is:	\$ 80,000
Step (1):	$\$100,000 \div \$200,000 = .50$
Step (2):	$.50 \times \$80,000 = \$40,000$

We will pay \$40,000. The remaining \$40,000 is not covered.

4. Extended Period Of Indemnity

Under Paragraph A.5.c., **Extended Business Income**, the number 60 in Subparagraphs (1)(b) and (2)(b) is replaced by the number shown in the Declarations for this Optional Coverage.

F. Definitions

1. "Finished stock" means stock you have manufactured.

"Finished stock" also includes whiskey and alcoholic products being aged, unless there is a Coinsurance percentage shown for Business Income in the Declarations.

"Finished stock" does not include stock you have manufactured that is held for sale on the premises of any retail outlet insured under this Coverage Part.

2. "Operations" means:
 - a. Your business activities occurring at the described premises; and
 - b. The tenantability of the described premises, if coverage for Business Income Including "Rental Value" or "Rental Value" applies.
3. "Period of restoration" means the period of time that:
 - a. Begins:
 - (1) 72 hours after the time of direct physical loss or damage for Business Income Coverage; or
 - (2) Immediately after the time of direct physical loss or damage for Extra Expense Coverage;
caused by or resulting from any Covered Cause of Loss at the described premises; and
 - b. Ends on the earlier of:
 - (1) The date when the property at the described premises should be repaired, rebuilt or replaced with reasonable speed and similar quality; or
 - (2) The date when business is resumed at a new permanent location.

"Period of restoration" does not include any increased period required due to the enforcement of or compliance with any ordinance or law that:

- (1) Regulates the construction, use or repair, or requires the tearing down, of any property; or

- (2) 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".

The expiration date of this policy will not cut short the "period of restoration".

4. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
5. "Rental Value" means Business Income that consists of:
 - a. Net Income (Net Profit or Loss before income taxes) that would have been earned or incurred as rental income from tenant occupancy of the premises described in the Declarations as furnished and equipped by you, including fair rental value of any portion of the described premises which is occupied by you; and
 - b. Continuing normal operating expenses incurred in connection with that premises, including:
 - (1) Payroll; and
 - (2) The amount of charges which are the legal obligation of the tenant(s) but would otherwise be your obligations.
6. "Suspension" means:
 - a. The slowdown or cessation of your business activities; or
 - b. That a part or all of the described premises is rendered untenable, if coverage for Business Income Including "Rental Value" or "Rental Value" applies.

CAUSES OF LOSS – SPECIAL FORM

Words and phrases that appear in quotation marks have special meaning. Refer to Section G. Definitions.

A. Covered Causes Of Loss

When Special is shown in the Declarations, Covered Causes of Loss means direct physical loss unless the loss is excluded or limited in this policy.

B. Exclusions

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

a. Ordinance Or Law

The enforcement of or compliance with any ordinance or law:

- (1) Regulating the construction, use or repair of any property; or
- (2) Requiring the tearing down of any property, including the cost of removing its debris.

This exclusion, Ordinance Or Law, applies whether the loss results from:

- (a) An ordinance or law that is enforced even if the property has not been damaged; or
- (b) The increased costs incurred to comply with an ordinance or law in the course of construction, repair, renovation, remodeling or demolition of property, or removal of its debris, following a physical loss to that property.

b. Earth Movement

- (1) Earthquake, including tremors and aftershocks and any earth sinking, rising or shifting related to such event;
- (2) Landslide, including any earth sinking, rising or shifting related to such event;
- (3) Mine subsidence, meaning subsidence of a man-made mine, whether or not mining activity has ceased;

- (4) 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 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.

- (5) 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:

- (a) Airborne volcanic blast or airborne shock waves;
- (b) Ash, dust or particulate matter; or
- (c) Lava flow.

With respect to coverage for Volcanic Action as set forth in (5)(a), (5)(b) and (5)(c), 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.

This exclusion applies regardless of whether any of the above, in Paragraphs (1) through (5), is caused by an act of nature or is otherwise caused.

c. Governmental Action

Seizure or destruction of property by order of governmental authority.

But we will pay for 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 Coverage Part.

d. Nuclear Hazard

Nuclear reaction or radiation, or radioactive contamination, however caused.

But if nuclear reaction or radiation, or radioactive contamination, results in fire, we will pay for the loss or damage caused by that fire.

e. Utility Services

The failure of power, communication, water or other utility service supplied to the described premises, however caused, if the failure:

- (1) Originates away from the described premises; or
- (2) Originates at the described premises, but only if such failure involves equipment used to supply the utility service to the described premises from a source away from the described premises.

Failure of any utility service includes lack of sufficient capacity and reduction in supply.

Loss or damage caused by a surge of power is also excluded, if the surge would not have occurred but for an event causing a failure of power.

But if the failure or surge of power, or the failure of communication, water or other utility service, results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.

Communication services include but are not limited to service relating to Internet access or access to any electronic, cellular or satellite network.

f. War And Military Action

- (1) War, including undeclared or civil war;
- (2) 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.

g. Water

- (1) Flood, surface water, waves (including tidal wave and tsunami), tides, tidal water, overflow of any body of water, or spray from any of these, all whether or not driven by wind (including storm surge);
- (2) Mudslide or mudflow;
- (3) Water that backs up or overflows or is otherwise discharged from a sewer, drain, sump, sump pump or related equipment;
- (4) Water under the ground surface pressing on, or flowing or seeping through:
 - (a) Foundations, walls, floors or paved surfaces;
 - (b) Basements, whether paved or not; or
 - (c) Doors, windows or other openings; or
- (5) Waterborne material carried or otherwise moved by any of the water referred to in Paragraph (1), (3) or (4), or material carried or otherwise moved by mudslide or mudflow.

This exclusion applies regardless of whether any of the above, in Paragraphs (1) through (5), is caused by an act of nature or is otherwise caused. An example of a situation to which this exclusion applies is the situation where a dam, levee, seawall or other boundary or containment system fails in whole or in part, for any reason, to contain the water.

But if any of the above, in Paragraphs (1) through (5), results in fire, explosion or sprinkler leakage, we will pay for the loss or damage caused by that fire, explosion or sprinkler leakage (if sprinkler leakage is a Covered Cause of Loss).

h. "Fungus", Wet Rot, Dry Rot And Bacteria

Presence, growth, proliferation, spread or any activity of "fungus", wet or dry rot or bacteria.

But if "fungus", wet or dry rot or bacteria result in a "specified cause of loss", we will pay for the loss or damage caused by that "specified cause of loss".

This exclusion does not apply:

- (1) When "fungus", wet or dry rot or bacteria result from fire or lightning; or
- (2) To the extent that coverage is provided in the Additional Coverage, Limited Coverage For "Fungus", Wet Rot, Dry Rot And Bacteria, with respect to loss or damage by a cause of loss other than fire or lightning.

Exclusions B.1.a. through B.1.h. apply whether or not the loss event results in widespread damage or affects a substantial area.

2. We will not pay for loss or damage caused by or resulting from any of the following:

a. Artificially generated electrical, magnetic or electromagnetic energy that damages, disturbs, disrupts or otherwise interferes with any:

- (1) Electrical or electronic wire, device, appliance, system or network; or
- (2) Device, appliance, system or network utilizing cellular or satellite technology.

For the purpose of this exclusion, electrical, magnetic or electromagnetic energy includes but is not limited to:

- (a) Electrical current, including arcing;
- (b) Electrical charge produced or conducted by a magnetic or electromagnetic field;
- (c) Pulse of electromagnetic energy; or
- (d) Electromagnetic waves or microwaves.

But if fire results, we will pay for the loss or damage caused by that fire.

- b. Delay, loss of use or loss of market.
- c. Smoke, vapor or gas from agricultural smudging or industrial operations.
- d.(1) Wear and tear;
- (2) Rust or other corrosion, decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself;
- (3) Smog;
- (4) Settling, cracking, shrinking or expansion;

(5) Nesting or infestation, or discharge or release of waste products or secretions, by insects, birds, rodents or other animals.

(6) Mechanical breakdown, including rupture or bursting caused by centrifugal force. But if mechanical breakdown results in elevator collision, we will pay for the loss or damage caused by that elevator collision.

(7) The following causes of loss to personal property:

- (a) Dampness or dryness of atmosphere;
- (b) Changes in or extremes of temperature; or
- (c) Marring or scratching.

But if an excluded cause of loss that is listed in 2.d.(1) through (7) results in a "specified cause of loss" or building glass breakage, we will pay for the loss or damage caused by that "specified cause of loss" or building glass breakage.

- e. Explosion of steam boilers, steam pipes, steam engines or steam turbines owned or leased by you, or operated under your control. But if explosion of steam boilers, steam pipes, steam engines or steam turbines results in fire or combustion explosion, we will pay for the loss or damage caused by that fire or combustion explosion. We will also pay for loss or damage caused by or resulting from the explosion of gases or fuel within the furnace of any fired vessel or within the flues or passages through which the gases of combustion pass.
- f. Continuous or repeated seepage or leakage of water, or the presence or condensation of humidity, moisture or vapor, that occurs over a period of 14 days or more.
- g. Water, other liquids, powder or molten material that leaks or flows from plumbing, heating, air conditioning or other equipment (except fire protective systems) caused by or resulting from freezing, unless:
 - (1) You do your best to maintain heat in the building or structure; or

- (2) You drain the equipment and shut off the supply if the heat is not maintained.
- h. Dishonest or criminal act (including theft) by you, any of your partners, members, officers, managers, employees (including temporary employees and leased workers), directors, trustees or authorized representatives, whether acting alone or in collusion with each other or with any other party; or theft by any person to whom you entrust the property for any purpose, whether acting alone or in collusion with any other party.

This exclusion:

- (1) Applies whether or not an act occurs during your normal hours of operation;
- (2) Does not apply to acts of destruction by your employees (including temporary employees and leased workers) or authorized representatives; but theft by your employees (including temporary employees and leased workers) or authorized representatives is not covered.
- i. Voluntary parting with any property by you or anyone else to whom you have entrusted the property if induced to do so by any fraudulent scheme, trick, device or false pretense.
- j. Rain, snow, ice or sleet to personal property in the open.
- k. Collapse, including any of the following conditions of property or any part of the property:
- (1) An abrupt falling down or caving in;
- (2) Loss of structural integrity, including separation of parts of the property or property in danger of falling down or caving in; or
- (3) Any cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion as such condition relates to (1) or (2) above.

But if collapse results in a Covered Cause of Loss at the described premises, we will pay for the loss or damage caused by that Covered Cause of Loss.

This exclusion, k., does not apply:

- (a) To the extent that coverage is provided under the Additional Coverage, Collapse; or

- (b) To collapse caused by one or more of the following:

- (i) The "specified causes of loss";
- (ii) Breakage of building glass;
- (iii) Weight of rain that collects on a roof; or
- (iv) Weight of people or personal property.

- l. Discharge, dispersal, seepage, migration, release or escape of "pollutants" unless the discharge, dispersal, seepage, migration, release or escape is itself caused by any of the "specified causes of loss". But if the discharge, dispersal, seepage, migration, release or escape of "pollutants" results in a "specified cause of loss", we will pay for the loss or damage caused by that "specified cause of loss".
- This exclusion, l., does not apply to damage to glass caused by chemicals applied to the glass.
- m. Neglect of an insured to use all reasonable means to save and preserve property from further damage at and after the time of loss.
3. We will not pay for loss or damage caused by or resulting from any of the following, 3.a. through 3.c. But if an excluded cause of loss that is listed in 3.a. through 3.c. results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.
- a. Weather conditions. But this exclusion only applies if weather conditions contribute in any way with a cause or event excluded in Paragraph 1. above to produce the loss or damage.
- b. Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body.
- c. Faulty, inadequate or defective:
- (1) Planning, zoning, development, surveying, siting;
- (2) Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;
- (3) Materials used in repair, construction, renovation or remodeling; or
- (4) Maintenance;
- of part or all of any property on or off the described premises.

4. Special Exclusions

The following provisions apply only to the specified Coverage Forms:

a. Business Income (And Extra Expense) Coverage Form, Business Income (Without Extra Expense) Coverage Form, Or Extra Expense Coverage Form

We will not pay for:

- (1) Any loss caused by or resulting from:
 - (a) Damage or destruction of "finished stock"; or
 - (b) The time required to reproduce "finished stock".

This exclusion does not apply to Extra Expense.
- (2) Any loss caused by or resulting from direct physical loss or damage to radio or television antennas (including satellite dishes) and their lead-in wiring, masts or towers.
- (3) Any increase of loss caused by or resulting from:
 - (a) Delay in rebuilding, repairing or replacing the property or resuming "operations", due to interference at the location of the rebuilding, repair or replacement by strikers or other persons; or
 - (b) Suspension, lapse or cancellation of any license, lease or contract. But if the suspension, lapse or cancellation is directly caused by the "suspension" of "operations", we will cover such loss that affects your Business Income during the "period of restoration" and any extension of the "period of restoration" in accordance with the terms of the Extended Business Income Additional Coverage and the Extended Period Of Indemnity Optional Coverage or any variation of these.
- (4) Any Extra Expense caused by or resulting from suspension, lapse or cancellation of any license, lease or contract beyond the "period of restoration".

- (5) Any other consequential loss.

b. Leasehold Interest Coverage Form

- (1) Paragraph B.1.a., Ordinance Or Law, does not apply to insurance under this Coverage Form.
- (2) We will not pay for any loss caused by:
 - (a) Your cancelling the lease;
 - (b) The suspension, lapse or cancellation of any license; or
 - (c) Any other consequential loss.

c. Legal Liability Coverage Form

- (1) The following exclusions do not apply to insurance under this Coverage Form:
 - (a) Paragraph B.1.a. Ordinance Or Law;
 - (b) Paragraph B.1.c. Governmental Action;
 - (c) Paragraph B.1.d. Nuclear Hazard;
 - (d) Paragraph B.1.e. Utility Services; and
 - (e) Paragraph B.1.f. War And Military Action.
- (2) The following additional exclusions apply to insurance under this Coverage Form:
 - (a) **Contractual Liability**

We will not defend any claim or "suit", or pay damages that you are legally liable to pay, solely by reason of your assumption of liability in a contract or agreement. But this exclusion does not apply to a written lease agreement in which you have assumed liability for building damage resulting from an actual or attempted burglary or robbery, provided that:

 - (i) Your assumption of liability was executed prior to the accident; and
 - (ii) The building is Covered Property under this Coverage Form.
 - (b) **Nuclear Hazard**

We will not defend any claim or "suit", or pay any damages, loss, expense or obligation, resulting from nuclear reaction or radiation, or radioactive contamination, however caused.

5. Additional Exclusion

The following provisions apply only to the specified property:

Loss Or Damage To Products

We will not pay for loss or damage to any merchandise, goods or other product caused by or resulting from error or omission by any person or entity (including those having possession under an arrangement where work or a portion of the work is outsourced) in any stage of the development, production or use of the product, including planning, testing, processing, packaging, installation, maintenance or repair. This exclusion applies to any effect that compromises the form, substance or quality of the product. But if such error or omission results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.

C. Limitations

The following limitations apply to all policy forms and endorsements, unless otherwise stated:

1. We will not pay for loss of or damage to property, as described and limited in this section. In addition, we will not pay for any loss that is a consequence of loss or damage as described and limited in this section.

- a. Steam boilers, steam pipes, steam engines or steam turbines caused by or resulting from any condition or event inside such equipment. But we will pay for loss of or damage to such equipment caused by or resulting from an explosion of gases or fuel within the furnace of any fired vessel or within the flues or passages through which the gases of combustion pass.
- b. Hot water boilers or other water heating equipment caused by or resulting from any condition or event inside such boilers or equipment, other than an explosion.
- c. The interior of any building or structure, or to personal property in the building or structure, caused by or resulting from rain, snow, sleet, ice, sand or dust, whether driven by wind or not, unless:
 - (1) The building or structure first sustains damage by a Covered Cause of Loss to its roof or walls through which the rain, snow, sleet, ice, sand or dust enters; or
 - (2) The loss or damage is caused by or results from thawing of snow, sleet or ice on the building or structure.

d. Building materials and supplies not attached as part of the building or structure, caused by or resulting from theft.

However, this limitation does not apply to:

- (1) Building materials and supplies held for sale by you, unless they are insured under the Builders Risk Coverage Form; or
 - (2) Business Income Coverage or Extra Expense Coverage.
- e. Property that is missing, where the only evidence of the loss or damage is a shortage disclosed on taking inventory, or other instances where there is no physical evidence to show what happened to the property.
- f. Property that has been transferred to a person or to a place outside the described premises on the basis of unauthorized instructions.
- g. Lawns, trees, shrubs or plants which are part of a vegetated roof, caused by or resulting from:
 - (1) Dampness or dryness of atmosphere or of soil supporting the vegetation;
 - (2) Changes in or extremes of temperature;
 - (3) Disease;
 - (4) Frost or hail; or
 - (5) Rain, snow, ice or sleet.
2. We will not pay for loss of or damage to the following types of property unless caused by the "specified causes of loss" or building glass breakage:
- a. Animals, and then only if they are killed or their destruction is made necessary.
 - b. Fragile articles such as statuary, marbles, chinaware and porcelains, if broken. This restriction does not apply to:
 - (1) Glass; or
 - (2) Containers of property held for sale.
 - c. Builders' machinery, tools and equipment owned by you or entrusted to you, provided such property is Covered Property.

However, this limitation does not apply:

 - (1) If the property is located on or within 100 feet of the described premises, unless the premises is insured under the Builders Risk Coverage Form; or
 - (2) To Business Income Coverage or to Extra Expense Coverage.

3. The special limit shown for each category, a. through d., is the total limit for loss of or damage to all property in that category. The special limit applies to any one occurrence of theft, regardless of the types or number of articles that are lost or damaged in that occurrence. The special limits are (unless a higher limit is shown in the Declarations):
 - a. \$2,500 for furs, fur garments and garments trimmed with fur.
 - b. \$2,500 for jewelry, watches, watch movements, jewels, pearls, precious and semiprecious stones, bullion, gold, silver, platinum and other precious alloys or metals. This limit does not apply to jewelry and watches worth \$100 or less per item.
 - c. \$2,500 for patterns, dies, molds and forms.
 - d. \$250 for stamps, tickets, including lottery tickets held for sale, and letters of credit.

These special limits are part of, not in addition to, the Limit of Insurance applicable to the Covered Property.

This limitation, C.3., does not apply to Business Income Coverage or to Extra Expense Coverage.

4. We will not pay the cost to repair any defect to a system or appliance from which water, other liquid, powder or molten material escapes. But we will pay the cost to repair or replace damaged parts of fire-extinguishing equipment if the damage:
 - a. Results in discharge of any substance from an automatic fire protection system; or
 - b. Is directly caused by freezing.

However, this limitation does not apply to Business Income Coverage or to Extra Expense Coverage.

D. Additional Coverage – Collapse

The coverage provided under this Additional Coverage, Collapse, applies only to an abrupt collapse as described and limited in D.1. through D.7.

1. For the purpose of this Additional Coverage, Collapse, abrupt collapse means an abrupt falling down or caving in of a building or any part of a building with the result that the building or part of the building cannot be occupied for its intended purpose.

2. We will pay for direct physical loss or damage to Covered Property, caused by abrupt collapse of a building or any part of a building that is insured under this Coverage Form or that contains Covered Property insured under this Coverage Form, if such collapse is caused by one or more of the following:
 - a. Building decay that is hidden from view, unless the presence of such decay is known to an insured prior to collapse;
 - b. Insect or vermin damage that is hidden from view, unless the presence of such damage is known to an insured prior to collapse;
 - c. Use of defective material or methods in construction, remodeling or renovation if the abrupt collapse occurs during the course of the construction, remodeling or renovation.
 - d. Use of defective material or methods in construction, remodeling or renovation if the abrupt collapse occurs after the construction, remodeling or renovation is complete, but only if the collapse is caused in part by:
 - (1) A cause of loss listed in 2.a. or 2.b.;
 - (2) One or more of the "specified causes of loss";
 - (3) Breakage of building glass;
 - (4) Weight of people or personal property; or
 - (5) Weight of rain that collects on a roof.
3. This Additional Coverage – Collapse does not apply to:
 - a. A building or any part of a building that is in danger of falling down or caving in;
 - b. A part of a building that is standing, even if it has separated from another part of the building; or
 - c. A building that is standing or any part of a building that is standing, even if it shows evidence of cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion.
4. With respect to the following property:
 - a. Outdoor radio or television antennas (including satellite dishes) and their lead-in wiring, masts or towers;

- b. Awnings, gutters and downspouts;
- c. Yard fixtures;
- d. Outdoor swimming pools;
- e. Fences;
- f. Piers, wharves and docks;
- g. Beach or diving platforms or appurtenances;
- h. Retaining walls; and

i. Walks, roadways and other paved surfaces; if an abrupt collapse is caused by a cause of loss listed in 2.a. through 2.d., we will pay for loss or damage to that property only if:

- (1) Such loss or damage is a direct result of the abrupt collapse of a building insured under this Coverage Form; and
- (2) The property is Covered Property under this Coverage Form.

5. If personal property abruptly falls down or caves in and such collapse is not the result of abrupt collapse of a building, we will pay for loss or damage to Covered Property caused by such collapse of personal property only if:

- a. The collapse of personal property was caused by a cause of loss listed in 2.a. through 2.d.;
- b. The personal property which collapses is inside a building; and
- c. The property which collapses is not of a kind listed in 4., regardless of whether that kind of property is considered to be personal property or real property.

The coverage stated in this Paragraph 5. does not apply to personal property if marring and/or scratching is the only damage to that personal property caused by the collapse.

- 6. This Additional Coverage, Collapse, does not apply to personal property that has not abruptly fallen down or caved in, even if the personal property shows evidence of cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion.
- 7. This Additional Coverage, Collapse, will not increase the Limits of Insurance provided in this Coverage Part.
- 8. The term Covered Cause of Loss includes the Additional Coverage, Collapse, as described and limited in D.1. through D.7.

E. Additional Coverage – Limited Coverage For "Fungus", Wet Rot, Dry Rot And Bacteria

1. The coverage described in E.2. and E.6. only applies when the "fungus", wet or dry rot or bacteria are the result of one or more of the following causes that occur during the policy period and only if all reasonable means were used to save and preserve the property from further damage at the time of and after that occurrence:

- a. A "specified cause of loss" other than fire or lightning; or
- b. Flood, if the Flood Coverage Endorsement applies to the affected premises.

This Additional Coverage does not apply to lawns, trees, shrubs or plants which are part of a vegetated roof.

2. We will pay for loss or damage by "fungus", wet or dry rot or bacteria. As used in this Limited Coverage, the term loss or damage means:

- a. Direct physical loss or damage to Covered Property caused by "fungus", wet or dry rot or bacteria, including the cost of removal of the "fungus", wet or dry rot or bacteria;
- b. The cost to tear out and replace any part of the building or other property as needed to gain access to the "fungus", wet or dry rot or bacteria; and
- c. The cost of testing performed after removal, repair, replacement or restoration of the damaged property is completed, provided there is a reason to believe that "fungus", wet or dry rot or bacteria are present.

3. The coverage described under E.2. of this Limited Coverage is limited to \$15,000. Regardless of the number of claims, this limit is the most we will pay for the total of all loss or damage arising out of all occurrences of "specified causes of loss" (other than fire or lightning) and Flood which take place in a 12-month period (starting with the beginning of the present annual policy period). With respect to a particular occurrence of loss which results in "fungus", wet or dry rot or bacteria, we will not pay more than a total of \$15,000 even if the "fungus", wet or dry rot or bacteria continue to be present or active, or recur, in a later policy period.

4. The coverage provided under this Limited Coverage does not increase the applicable Limit of Insurance on any Covered Property. If a particular occurrence results in loss or damage by "fungus", wet or dry rot or bacteria, and other loss or damage, we will not pay more, for the total of all loss or damage, than the applicable Limit of Insurance on the affected Covered Property.

If there is covered loss or damage to Covered Property, not caused by "fungus", wet or dry rot or bacteria, loss payment will not be limited by the terms of this Limited Coverage, except to the extent that "fungus", wet or dry rot or bacteria cause an increase in the loss. Any such increase in the loss will be subject to the terms of this Limited Coverage.

5. The terms of this Limited Coverage do not increase or reduce the coverage provided under Paragraph F.2. (Water Damage, Other Liquids, Powder Or Molten Material Damage) of this Causes Of Loss form or under the Additional Coverage, Collapse.
6. The following, 6.a. or 6.b., applies only if Business Income and/or Extra Expense Coverage applies to the described premises and only if the "suspension" of "operations" satisfies all terms and conditions of the applicable Business Income and/or Extra Expense Coverage Form:
- a. If the loss which resulted in "fungus", wet or dry rot or bacteria does not in itself necessitate a "suspension" of "operations", but such "suspension" is necessary due to loss or damage to property caused by "fungus", wet or dry rot or bacteria, then our payment under Business Income and/or Extra Expense is limited to the amount of loss and/or expense sustained in a period of not more than 30 days. The days need not be consecutive.
 - b. If a covered "suspension" of "operations" was caused by loss or damage other than "fungus", wet or dry rot or bacteria but remediation of "fungus", wet or dry rot or bacteria prolongs the "period of restoration", we will pay for loss and/or expense sustained during the delay (regardless of when such a delay occurs during the "period of restoration"), but such coverage is limited to 30 days. The days need not be consecutive.

F. Additional Coverage Extensions

1. Property In Transit

This Extension applies only to your personal property to which this form applies.

- a. You may extend the insurance provided by this Coverage Part to apply to your personal property (other than property in the care, custody or control of your salespersons) in transit more than 100 feet from the described premises. Property must be in or on a motor vehicle you own, lease or operate while between points in the coverage territory.
- b. Loss or damage must be caused by or result from one of the following causes of loss:
 - (1) Fire, lightning, explosion, windstorm or hail, riot or civil commotion, or vandalism.
 - (2) Vehicle collision, upset or overturn. Collision means accidental contact of your vehicle with another vehicle or object. It does not mean your vehicle's contact with the roadbed.
 - (3) Theft of an entire bale, case or package by forced entry into a securely locked body or compartment of the vehicle. There must be visible marks of the forced entry.
- c. The most we will pay for loss or damage under this Extension is \$5,000.

This Coverage Extension is additional insurance. The Additional Condition, Coinsurance, does not apply to this Extension.

2. Water Damage, Other Liquids, Powder Or Molten Material Damage

If loss or damage caused by or resulting from covered water or other liquid, powder or molten material damage loss occurs, we will also pay the cost to tear out and replace any part of the building or structure to repair damage to the system or appliance from which the water or other substance escapes. This Coverage Extension does not increase the Limit of Insurance.

3. Glass

- a. We will pay for expenses incurred to put up temporary plates or board up openings if repair or replacement of damaged glass is delayed.

- b. We will pay for expenses incurred to remove or replace obstructions when repairing or replacing glass that is part of a building. This does not include removing or replacing window displays.

This Coverage Extension F.3. does not increase the Limit of Insurance.

G. Definitions

1. "Fungus" means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents or by-products produced or released by fungi.
2. "Specified causes of loss" means the following: fire; lightning; explosion; windstorm or hail; smoke; aircraft or vehicles; riot or civil commotion; vandalism; leakage from fire-extinguishing equipment; sinkhole collapse; volcanic action; falling objects; weight of snow, ice or sleet; water damage.
 - a. Sinkhole collapse means the sudden sinking or collapse of land into underground empty spaces created by the action of water on limestone or dolomite. This cause of loss does not include:
 - (1) The cost of filling sinkholes; or
 - (2) Sinking or collapse of land into man-made underground cavities.
 - b. Falling objects does not include loss or damage to:
 - (1) Personal property in the open; or
 - (2) The interior of a building or structure, or property inside a building or structure, unless the roof or an outside wall of the building or structure is first damaged by a falling object.

c. Water damage means:

- (1) Accidental discharge or leakage of water or steam as the direct result of the breaking apart or cracking of a plumbing, heating, air conditioning or other system or appliance (other than a sump system including its related equipment and parts), that is located on the described premises and contains water or steam; and
- (2) Accidental discharge or leakage of water or waterborne material as the direct result of the breaking apart or cracking of a water or sewer pipe that is located off the described premises and is part of a municipal potable water supply system or municipal sanitary sewer system, if the breakage or cracking is caused by wear and tear.

But water damage does not include loss or damage otherwise excluded under the terms of the Water Exclusion. Therefore, for example, there is no coverage under this policy in the situation in which discharge or leakage of water results from the breaking apart or cracking of a pipe which was caused by or related to weather-induced flooding, even if wear and tear contributed to the breakage or cracking. As another example, and also in accordance with the terms of the Water Exclusion, there is no coverage for loss or damage caused by or related to weather-induced flooding which follows or is exacerbated by pipe breakage or cracking attributable to wear and tear.

To the extent that accidental discharge or leakage of water falls within the criteria set forth in c.(1) or c.(2) of this definition of "specified causes of loss," such water is not subject to the provisions of the Water Exclusion which preclude coverage for surface water or water under the surface of the ground.

COMMERCIAL PROPERTY CONDITIONS

This Coverage Part is subject to the following conditions, the Common Policy Conditions and applicable Loss Conditions and Additional Conditions in Commercial Property Coverage Forms.

A. CONCEALMENT, MISREPRESENTATION OR FRAUD

This Coverage Part is void in any case of fraud by you as it relates to this Coverage Part at any time. It is also void if you or any other insured, at any time, intentionally conceal or misrepresent a material fact concerning:

1. This Coverage Part;
2. The Covered Property;
3. Your interest in the Covered Property; or
4. A claim under this Coverage Part.

B. 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 where, at the time of loss or damage, the breach of condition does not exist.

C. 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.

D. LEGAL ACTION AGAINST US

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

1. There has been full compliance with all of the terms of this Coverage Part; and
2. The action is brought within 2 years after the date on which the direct physical loss or damage occurred.

E. LIBERALIZATION

If we adopt any revision that would broaden the coverage under this Coverage Part without additional premium within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this Coverage Part.

F. NO BENEFIT TO BAILEE

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

G. OTHER INSURANCE

1. 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 Limit 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 the 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.

H. POLICY PERIOD, COVERAGE TERRITORY

Under this Coverage Part:

1. We cover loss or damage commencing:
 - a. During the policy period shown in the Declarations; and
 - b. Within the coverage territory.
2. The coverage territory is:
 - a. The United States of America (including its territories and possessions);
 - b. Puerto Rico; and
 - c. Canada.

I. 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 rights to recover damages 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 Covered Income.
2. After a loss to your Covered Property or Covered Income only if, at time of loss, that party is one of the following:
 - a. Someone insured by this insurance;
 - b. A business firm:
 - (1) Owned or controlled by you; or
 - (2) That owns or controls you; or
 - c. Your tenant.

This will not restrict your insurance.

COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. Inspections And Surveys

1. We have the right to:
 - a. Make inspections and surveys at any time;
 - b. Give you reports on the conditions we find; and
 - c. Recommend changes.
2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
 - a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.
3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EARTHQUAKE AND VOLCANIC ERUPTION ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART STANDARD PROPERTY POLICY

- A.** When this endorsement is attached to the Standard Property Policy, the terms Coverage Part and Coverage Form in this endorsement are replaced by the term Policy.
- B.** This endorsement applies to the Covered Property and Coverages for which an Earthquake – Volcanic Eruption Limit Of Insurance is shown in the Declarations.
- C. Additional Covered Causes Of Loss**
1. The following are added to the Covered Causes Of Loss:
 - a. Earthquake.
 - b. Volcanic Eruption, meaning the eruption, explosion or effusion of a volcano.
All Earthquake shocks or Volcanic Eruptions that occur within any 168-hour period will constitute a single Earthquake or Volcanic Eruption. The expiration of this policy will not reduce the 168-hour period.
 2. If the Declarations indicate that this endorsement covers Earthquake – Sprinkler Leakage Only, then the Covered Causes of Loss in Paragraph C.1. of this endorsement do not apply, and the following apply instead:
 - a. Sprinkler Leakage resulting from Earthquake.
 - b. Sprinkler Leakage resulting from Volcanic Eruption. Volcanic Eruption means the eruption, explosion or effusion of a volcano.
All Earthquake shocks or Volcanic Eruptions that occur within any 168-hour period will constitute a single Earthquake or Volcanic Eruption. The expiration of this policy will not reduce the 168-hour period.
- D. Exclusions, Limitations And Related Provisions**
1. The Exclusions and Limitation(s) sections of the Causes Of Loss Form (and the Exclusions section of the Mortgageholders Errors And Omissions Coverage Form and the Standard Property Policy) apply to coverage provided under this endorsement, except as provided in D.2. and D.3. below.
 2. To the extent that the Earth Movement Exclusion might conflict with coverage provided under this endorsement, the Earth Movement Exclusion does not apply.
 3. The exclusion of collapse, in the Causes Of Loss – Special Form and Mortgageholders Errors And Omissions Coverage Form, does not apply to collapse caused by Earthquake or Volcanic Eruption.
 4. The Additional Coverage – Collapse, in the Causes Of Loss – Broad Form, Causes Of Loss – Special Form and Mortgageholders Errors And Omissions Coverage Form, does not apply to the coverage provided under this endorsement. This endorsement includes coverage for collapse caused by Earthquake or Volcanic Eruption.
 5. We will not pay for loss or damage caused directly or indirectly by tidal wave or tsunami, even if attributable to an Earthquake or Volcanic Eruption.
 6. We will not pay for loss or damage caused by or resulting from any Earthquake or Volcanic Eruption that begins before the inception of this insurance.
 7. The Ordinance Or Law Exclusion in this Coverage Part continues to apply with respect to any loss under this Coverage Part including any loss under this endorsement, unless Ordinance Or Law Coverage is added by endorsement.

8. We will not pay for loss of or damage to exterior masonry veneer (except stucco) on wood frame walls caused by or resulting from Earthquake or Volcanic Eruption. The value of such veneer will not be included in the value of Covered Property or the amount of loss when applying the Property Damage Deductible applicable to this endorsement.

This limitation, D.8., does not apply if:

- a. The Declarations indicate that the "Including Masonry Veneer" option applies or the premises description in the Declarations specifically states "Including Masonry Veneer"; or
 - b. Less than 10% of the total outside wall area is faced with masonry veneer (excluding stucco).
9. Under this Coverage Part, as set forth under Property Not Covered in the Coverage Form to which this endorsement is attached, land is not covered property, nor is the cost of excavations, grading, backfilling or filling. Therefore, coverage under this endorsement does not include the cost of restoring or remediating land.

E. Property Damage Deductible

1. The provisions of Section E.3. of this endorsement are applicable to all Coverage Forms except:
 - a. Business Income (And Extra Expense) Coverage Form;
 - b. Business Income (Without Extra Expense) Coverage Form;
 - c. Extra Expense Coverage Form.
2. If the Declarations indicate that this endorsement covers Earthquake – Sprinkler Leakage Only, then the Deductible set forth in Section E.3. of this endorsement does not apply to such coverage. The applicable Deductible for such coverage is the same Deductible that applies to Fire.
3. The Deductible, if any, in this Coverage Part is replaced by the following with respect to Earthquake and Volcanic Eruption:
 - a. **All Policies**
 - (1) The Deductible provisions apply to each Earthquake or Volcanic Eruption.

- (2) Separate Deductibles are calculated for, and apply to, each building, personal property at each building and personal property in the open. Deductibles are separately calculated and applied even if:
 - (a) Two or more buildings sustain loss or damage;
 - (b) Personal property at two or more buildings sustains loss or damage; and/or
 - (c) A building and the personal property in that building sustain loss or damage.
- (3) We will not pay for loss or damage until the amount of loss or damage exceeds the applicable Deductible. We will then pay the amount of loss or damage in excess of that Deductible, up to the applicable Limit of Insurance, after any reduction required by any of the following: Coinsurance Condition, Agreed Value Optional Coverage, Additional Condition – Need For Adequate Insurance or Additional Condition – Need For Full Reports.
- (4) When property is covered under the Coverage Extension for Newly Acquired or Constructed Property: In determining the amount, if any, that we will pay for loss or damage, we will deduct an amount equal to a percentage of the value of the property at time of loss. The applicable percentage for Newly Acquired or Constructed Property is the highest percentage shown in the Declarations for any described premises.
- (5) If there is loss or damage caused by Earthquake or Volcanic Eruption, and loss or damage caused by a Cause of Loss (e.g., fire) that is covered by means of an exception to the Earth Movement Exclusion, then the only applicable Deductible provisions are those stated in this endorsement.

b. Calculation Of The Deductible – Specific Insurance Other Than Builders Risk

(1) Property Not Subject To Value Reporting Forms

In determining the amount, if any, that we will pay for loss or damage, we will deduct an amount equal to a percentage (as shown in the Declarations, concerning the Earthquake – Volcanic Eruption Deductible) of the Limit of Insurance applicable to the property that has sustained loss or damage.

(2) Property Subject To Value Reporting Forms

In determining the amount, if any, that we will pay for loss or damage, we will deduct an amount equal to a percentage (as shown in the Declarations, concerning the Earthquake – Volcanic Eruption Deductible) of the value of the property that has sustained loss or damage. The value to be used is the latest value shown in the most recent Report of Values on file with us.

However:

- (a) If the most recent Report of Values shows less than the full value of the property on the report dates, we will determine the deductible amount as a percentage of the full value as of the report dates.
- (b) If the first Report of Values is not filed with us prior to loss or damage, we will determine the deductible amount as a percentage of the applicable Limit of Insurance.

c. Calculation Of The Deductible – Blanket Insurance Other Than Builders Risk

(1) Property Not Subject To Value Reporting Forms

In determining the amount, if any, that we will pay for loss or damage, we will deduct an amount equal to a percentage (as shown in the Declarations, concerning the Earthquake – Volcanic Eruption Deductible) of the value of the property that has sustained loss or damage. The value to be used is that shown in the most recent Statement of Values on file with us.

(2) Property Subject To Value Reporting Forms

In determining the amount, if any, that we will pay for property that has sustained loss or damage, we will deduct an amount equal to a percentage (as shown in the Declarations, concerning the Earthquake – Volcanic Eruption Deductible) of the value of that property as of the time of loss or damage.

d. Calculation Of The Deductible – Builders Risk Insurance

(1) Builders Risk Other Than Reporting Form

In determining the amount, if any, that we will pay for property that has sustained loss or damage, we will deduct an amount equal to a percentage (as shown in the Declarations, concerning the Earthquake – Volcanic Eruption Deductible) of the actual cash value of that property as of the time of loss or damage.

(2) Builders Risk Reporting Form

In determining the amount, if any, that we will pay for loss or damage, we will deduct an amount equal to a percentage (as shown in the Declarations, concerning the Earthquake – Volcanic Eruption Deductible) of the value of the property that has sustained loss or damage. The value to be used is the actual cash value shown in the most recent Report of Values on file with us.

However:

- (a) If the most recent Report of Values shows less than the actual cash value of the property on the report date, we will determine the deductible amount as a percentage of the actual cash value as of the report date.
- (b) If the first Report of Values is not filed with us prior to loss or damage, we will determine the deductible amount as a percentage of the actual cash value of the property as of the time of loss or damage.

F. Examples – Application Of Deductible In E.3.:

EXAMPLE 1 – SPECIFIC INSURANCE (E.3.b.(1))

The amount of loss to the damaged building is \$60,000.

The value of the damaged building at time of loss is \$100,000. The Coinsurance percentage shown in the Declarations is 80%; the minimum Limit of Insurance needed to meet the Coinsurance requirement is \$80,000 (80% of \$100,000).

The actual Limit of Insurance on the damaged building is \$70,000.

The Deductible is 5%.

Step (1): $\$70,000 \div \$80,000 = .875$

Step (2): $\$60,000 \times .875 = \$52,500$

Step (3): $\$70,000 \times 5\% = \$3,500$

Step (4): $\$52,500 - \$3,500 = \$49,000$

The most we will pay is \$49,000. The remainder of the loss, \$11,000, is not covered due to the Coinsurance penalty for inadequate insurance (steps (1) and (2)) and the application of the Deductible (steps (3) and (4)).

EXAMPLE 2 – SPECIFIC INSURANCE (E.3.b.(1))

The amounts of loss to the damaged property are \$60,000 (building) and \$40,000 (business personal property in building).

The value of the damaged building at time of loss is \$100,000. The value of the business personal property in that building is \$80,000. The Coinsurance percentage shown in the Declarations is 80%; the minimum Limits of Insurance needed to meet the Coinsurance requirement are \$80,000 (80% of \$100,000) for the building and \$64,000 (80% of \$80,000) for the business personal property.

The actual Limits of Insurance on the damaged property are \$80,000 on the building and \$64,000 on the business personal property (therefore no Coinsurance penalty).

The Deductible is 10%.

Building 1

Step (1): $\$80,000 \times 10\% = \$8,000$

Step (2): $\$60,000 - \$8,000 = \$52,000$

Business Personal Property

Step (1): $\$64,000 \times 10\% = \$6,400$

Step (2): $\$40,000 - \$6,400 = \$33,600$

The most we will pay is \$85,600. That portion of the total loss not covered due to application of the Deductible is \$14,400.

EXAMPLE 3 – BLANKET INSURANCE (E.3.c.(1))

The sum of the values of Building 1 (\$500,000), Building 2 (\$500,000) and Building 3 (\$1,000,000), as shown in the most recent Statement of Values on file with us, is \$2,000,000.

The Coinsurance percentage shown in the Declarations is 90%; the minimum Blanket Limit of Insurance needed to meet the Coinsurance requirement is \$1,800,000 (90% of \$2,000,000).

The actual Blanket Limit of Insurance covering Buildings 1, 2, and 3, shown in the Declarations, is \$1,800,000 (therefore no Coinsurance penalty).

Buildings 1 and 2 have sustained damage; the amounts of loss to these buildings are \$40,000 (Building 1) and \$60,000 (Building 2).

The Deductible is 5%.

Building 1

Step (1): $\$500,000 \times 5\% = \$25,000$

Step (2): $\$40,000 - \$25,000 = \$15,000$

Building 2

Step (1): $\$500,000 \times 5\% = \$25,000$

Step (2): $\$60,000 - \$25,000 = \$35,000$

The most we will pay is \$50,000. That portion of the total loss not covered due to application of the Deductible is \$50,000.

EXAMPLE 4 – BLANKET INSURANCE (E.3.c.(1))

The sum of the values of Building 1 (\$500,000), Building 2 (\$500,000), Business Personal Property at Building 1 (\$250,000) and Business Personal Property at Building 2 (\$250,000), as shown in the most recent Statement of Values on file with us, is \$1,500,000.

The Coinsurance percentage shown in the Declarations is 90%; the minimum Blanket Limit of Insurance needed to meet the Coinsurance requirement is \$1,350,000 (90% of \$1,500,000).

The actual Blanket Limit of Insurance covering Buildings 1 and 2 and Business Personal Property at Buildings 1 and 2, shown in the Declarations, is \$1,350,000. Therefore there is no Coinsurance penalty.

Building 1 and Business Personal Property at Building 1 have sustained damage; the amounts of loss are \$95,000 (Building) and \$5,000 (Business Personal Property).

The Deductible is 10%.

Building

Step (1): $\$500,000 \times 10\% = \$50,000$

Step (2): $\$95,000 - \$50,000 = \$45,000$

Business Personal Property

Step (1): $\$250,000 \times 10\% = \$25,000$

The loss, \$5,000, does not exceed the deductible.

The most we will pay is \$45,000. The remainder of the building loss, \$50,000, is not covered due to application of the Deductible. There is no loss payment for the business personal property.

G. Business Income And Extra Expense Period Of Restoration

This Section G. is applicable only to the Coverage Forms specified below:

1. Business Income (And Extra Expense) Coverage Form;
2. Business Income (Without Extra Expense) Coverage Form;
3. Extra Expense Coverage Form.

The "period of restoration" definition stated in the Coverage Form, or in any endorsement amending the beginning of the "period of restoration", applies to each Earthquake or Volcanic Eruption. A single Earthquake or Volcanic Eruption is defined in Section C. of this endorsement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EQUIPMENT BREAKDOWN CAUSE OF LOSS

This endorsement modifies insurance provided under the following:

CAUSES OF LOSS – SPECIAL FORM

SCHEDULE

Premises Number	Building Number	Higher Sub-limit*	
		Ammonia Contamination	Hazardous Substance Other Than Ammonia
		\$ Per attached Schedule/ Description of Covered Property	\$ Per attached Schedule/ Description of Covered Property
		\$ Per attached Schedule/ Description of Covered Property	\$ Per attached Schedule/ Description of Covered Property
*Leave blank if sub-limit of up to \$25,000 applies. If higher sub-limit is shown in the Schedule, the higher sub-limit applies instead.			
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.			

A. Equipment Breakdown

The following is added as a Covered Cause of Loss under the Causes Of Loss – Special Form with respect to the premises described in the Schedule:

"Breakdown" Of "Covered Equipment"

All terms and conditions of the Causes Of Loss – Special Form apply to "breakdown" of "covered equipment", except as otherwise provided in this endorsement.

B. Exclusions

With respect to the coverage provided by this endorsement:

1. Exclusion **B.2.a.**, relating to artificially generated electrical, magnetic and electromagnetic energy, does not apply, except that we will not pay for loss or damage caused by or resulting from a high-altitude release of electromagnetic energy;
2. Exclusion **B.2.d.(6)**, relating to mechanical breakdown, does not apply;
3. Exclusion **B.2.e.**, relating to explosion of steam boilers, steam pipes, steam engines and steam turbines, does not apply;

4. The following exclusion is added:

We will not pay for loss or damage to "covered equipment" undergoing a pressure or electrical test. However, we will pay for loss or damage caused by resulting fire or explosion.

5. Exclusions **B.2.d.(1) and **B.2.d.(2)** are replaced by the following exclusions:**

- (1) Wear and tear, however if a "breakdown" occurs we will pay for the resulting loss or damage.
- (2) Rust or other corrosion, decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself. However, if a "breakdown" occurs we will pay for the resulting loss or damage.

C. Limitations

With respect to the coverage provided by this endorsement:

1. Limitation **C.1.a.**, relating to steam boilers, steam pipes, steam engines and steam turbines, does not apply;
2. Limitation **C.1.b.**, relating to hot water boilers and other water heating equipment, does not apply.

D. Limit Of Insurance And Deductible

1. Coverage for direct physical loss or damage is subject to the Limit of Insurance and Deductible otherwise applicable to the "covered equipment" as Covered Property. Coverage under this endorsement does not increase such Limit of Insurance and therefore is not additional insurance.
2. If coverage at the described premises includes the Business Income (With Extra Expense) Coverage Form, Business Income (Without Extra Expense) Coverage Form or Extra Expense Coverage Form, any covered business income loss or extra expense attributable to the "breakdown" of "covered equipment" is subject to the Limit of Insurance and waiting period otherwise applicable to the described premises under such Coverage Form. Coverage under this endorsement does not increase such Limit of Insurance and therefore is not additional insurance.
3. If an initial "breakdown" causes other "breakdowns", all will be considered to be one occurrence. All "breakdowns" at a site containing one or more described premises, that manifest themselves at the same time and are the direct result of the same cause, will be considered to be one occurrence.
4. Unless otherwise indicated in the Schedule, the most we will pay for direct physical loss or damage by Ammonia Contamination or Hazardous Substance as a result of "breakdown" of "covered equipment" is 10% of the Limit of Insurance applicable to the "covered equipment" as Covered Property, or \$25,000, whichever is less. If a higher sub-limit is shown in the Schedule, that sub-limit applies instead. The applicable sub-limit applies separately to Ammonia Contamination and Hazardous Substance. Amounts payable for Ammonia Contamination and Hazardous Substance do not increase the applicable Limit of Insurance. Therefore the most we will pay for the total of all direct physical loss or damage resulting from "breakdown" of "covered equipment", including Ammonia Contamination and Hazardous Substance, is the applicable Limit of Insurance.

Ammonia Contamination and Hazardous Substance have the following meanings with respect to the coverage under this endorsement:

a. Ammonia Contamination

Spoilage of Covered Property contaminated by ammonia, including salvage expense.

b. Hazardous Substance

Cost incurred by you for the cleanup, repair, replacement or disposal of Covered Property that is damaged, contaminated or polluted by a hazardous substance, meaning any substance other than ammonia that has been declared to be hazardous to health by a government agency.

E. Suspension

Whenever any "covered equipment" is found to be in, or exposed to, a dangerous condition, any of our representatives may immediately suspend the insurance against loss from a "breakdown" to that "covered equipment". This can be done by delivering or mailing a written notice of suspension to your last known address or the address where the "covered equipment" is located, or as otherwise required by applicable law concerning notification of suspension.

Once suspended in this way, your insurance can be reinstated only by an endorsement for that "covered equipment".

If we suspend your insurance, you will receive a pro rata refund of the premium attributable to this endorsement. But the suspension will be effective even if we have not yet paid or offered a refund.

F. Definitions

The following definitions apply to the coverage provided under this endorsement:

1. "Breakdown":

- a. Means the following direct physical loss that causes damage to "covered equipment" and necessitates its repair or replacement:

- (1) Failure of pressure or vacuum equipment;
 - (2) Mechanical failure including rupture or bursting caused by centrifugal force; or
 - (3) Electrical failure including arcing;
- unless such loss or damage is otherwise excluded.

- b. Does not mean or include:

- (1) Malfunction including but not limited to adjustment, alignment, calibration, cleaning or modification;
- (2) Defects, erasures, errors, limitations or viruses in computer equipment and programs including the inability to recognize and process any date or time or provide instructions to "covered equipment";

- (3) Leakage at any valve, fitting, shaft seal, gland packing, joint or connection;
- (4) Damage to any vacuum tube, gas tube, or brush;
- (5) Damage to any structure or foundation supporting the "covered equipment" or any of its parts;
- (6) The functioning of any safety or protective device; or
- (7) The cracking of any part on an internal combustion gas turbine exposed to the products of combustion.

2. "Covered equipment":

a. Means and includes:

- (1) Equipment built to operate under internal pressure or vacuum other than weight of contents;
- (2) Electrical or mechanical equipment that is used in the generation, transmission or utilization of energy;
- (3) Communication equipment; and
- (4) Computer equipment, that is, your programmable electronic equipment that is used to store, retrieve and process data, and associated peripheral equipment that provides communication input and output functions or auxiliary functions.

b. Does not mean or include any:

- (1) Data, that is, programmed or recorded material stored on media, and programming records used for electronic data processing or electronically controlled equipment;
- (2) Media, including but not limited to media on which data is or can be stored, data processing media, transmission media, and data and program software;

- (3) Part of pressure or vacuum equipment that is not under internal pressure of its contents or internal vacuum;
- (4) Insulating or refractory material, but not excluding the glass lining of any "covered equipment";
- (5) Catalyst;
- (6) Vessels, piping and other equipment that is buried below ground and requires the excavation of materials to inspect, remove, repair or replace;
- (7) Vehicle, aircraft, self-propelled equipment or floating vessel including any "covered equipment" that is mounted upon or used solely with any one or more vehicle(s), aircraft, self-propelled equipment or floating vessel;
- (8) Dragline, excavation, or construction equipment, including any "covered equipment" that is mounted upon or used solely with any one or more dragline(s), excavation, or construction equipment;
- (9) Felt, wire, screen, die, extrusion plate, swing hammer, grinding disc, cutting blade, non-electrical cable, chain, belt, rope, clutch plate, brake pad, nonmetal part or any part or tool subject to periodic replacement;
- (10) Machine or apparatus used solely for research, diagnosis, medication, surgical, therapeutic, dental or pathological purposes including any "covered equipment" that is mounted upon or used solely with any one or more machine(s) or apparatus; or
- (11) Equipment or any part of such equipment manufactured by you for sale.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLOOD COVERAGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART STANDARD PROPERTY POLICY

- A.** When this endorsement is attached to the Standard Property Policy, the terms Coverage Part and Coverage Form in this endorsement are replaced by the term Policy.
- B.** This endorsement applies to the Covered Property and Coverages for which a Flood Limit Of Insurance is shown in the Flood Coverage Schedule or in the Declarations.
- C. Additional Covered Cause Of Loss**
The following is added to the Covered Causes of Loss:
Flood, meaning a general and temporary condition of partial or complete inundation of normally dry land areas due to:
1. The overflow of inland or tidal waters;
 2. The unusual or rapid accumulation or runoff of surface waters from any source; or
 3. Mudslides or mudflows which are caused by flooding as defined in C.2. above. For the purpose of this Covered Cause of Loss, a mudslide or mudflow involves a river of liquid and flowing mud on the surface of normally dry land areas as when earth is carried by a current of water and deposited along the path of the current.
- All flooding in a continuous or protracted event will constitute a single flood.
- D. Exclusions, Limitations And Related Provisions**
1. The Exclusions and Limitation(s) sections of the Causes Of Loss form (and the Exclusions section of the Mortgageholders Errors And Omissions Coverage Form and the Standard Property Policy) apply to coverage provided under this endorsement except as provided in D.2. and D.3. below.

2. To the extent that a part of the Water Exclusion might conflict with coverage provided under this endorsement, that part of the Water Exclusion does not apply.
3. To the extent that a tsunami causes the overflow of tidal waters, the exclusion of earthquake, in the Earth Movement Exclusion, does not apply.
4. The **Ordinance Or Law Exclusion** in this Coverage Part continues to apply with respect to any loss under this Coverage Part including any loss under this endorsement, unless Ordinance Or Law Coverage is added by endorsement.
5. The following exclusions and limitations are added and apply to coverage under this endorsement:
 - a. We will not pay for any loss or damage caused by or resulting from any Flood that begins before or within 72 hours after the inception date of this endorsement. However, this limitation does not apply to a particular location if Flood coverage was in effect for that location for at least 72 hours immediately prior to the inception date of this endorsement, under a policy issued by us or by another insurer, and this policy replaces the previous policy without a lapse in coverage. If you request and we provide an increase in the stated Limit of Insurance for Flood during the term of this policy, with the exception of an increase at the time of renewal of the policy, the increase will not apply to loss or damage from any Flood that begins before or within 72 hours after your request was made.

If the Flood is due to the overflow of inland or tidal waters, then the Flood is considered to begin when the water first overflows its banks.

- b. We will not pay for loss or damage caused by or resulting from destabilization of land arising from the accumulation of water in subsurface land areas.
- c. Under this Coverage Part, as set forth under Property Not Covered in the Coverage Form to which this endorsement is attached, land is not covered property, nor is the cost of excavations, grading, backfilling or filling. Therefore, coverage under this endorsement does not include the cost of restoring or remediating land due to the collapse or sinking of land caused by or resulting from Flood. However, coverage under this endorsement includes damage to the covered portions of the building and to covered personal property, caused by collapse or sinking of land along the shore of a body of water as the result of erosion or undermining caused by waves or currents of water which exceed the cyclical levels and cause Flood.
- d. We do not cover loss or damage by Flood to personal property in the open except to the extent that such coverage, if any, is specified in the Flood Coverage Schedule or in the Declarations.
- e. Property Not Covered, in the Coverage Form to which this endorsement is attached, is amended and supplemented as follows with respect to Flood Coverage:
 - (1) Property Not Covered includes any building or other property that is not eligible for flood insurance pursuant to the provisions of the Coastal Barrier Resources Act, 16 U.S.C. 3501 *et seq.* and the Coastal Barrier Improvement Act of 1990, Pub. L. 101-591, 16 U.S.C. 3501 *et seq.*
 - (2) Property Not Covered includes boat houses and open structures, and any property in or on the foregoing, if the structure is located on or over a body of water.
 - (3) If bulkheads, pilings, piers, wharves, docks, or retaining walls that are not part of a building, have been removed from Property Not Covered and added as Covered Property by separate endorsement, this Flood Coverage Endorsement does not apply to such property.

(4) The following are removed from Property Not Covered and are therefore Covered Property:

- (a) Foundations below the lowest basement floor or the subsurface of the ground; and
 - (b) Underground pipes, flues and drains.
- f. We will not pay for loss or damage caused by discharge of water or waterborne material from a sewer, drain or sump unless such discharge results from Flood and occurs within 72 hours after the Flood recedes.

E. Additional Coverages And Coverage Extensions

1. With respect to Flood Coverage, the Debris Removal Additional Coverage (and any additional limit for Debris Removal under a Limit of Insurance clause or an endorsement) is not applicable and is replaced by the following:

Debris Removal

- a. We will pay your expense to remove debris of Covered Property and other debris that is on the described premises, when such debris is caused by or results from Flood. However, we will not pay to remove deposits of mud or earth from the grounds of the described premises.
 - b. We will also pay the expense to remove debris of Covered Property that has floated or been hurled off the described premises by Flood.
 - c. This coverage for Debris Removal, as set forth in E.1.a. and E.1.b. above, does not increase the applicable Limit of Insurance for Flood. Therefore, the most we will pay for the total of debris removal and loss or damage to Covered Property is the Limit of Insurance for Flood that applies to the Covered Property at the affected described premises covered under this endorsement.
2. With respect to Flood Coverage, the Coverage Extension for Newly Acquired or Constructed Property is amended by adding the following:
- a. With respect to Flood Coverage, this Coverage Extension does not apply to any building or structure that is not fully enclosed by walls and roof.

b. With respect to a building or structure covered under this Coverage Extension, the amounts of coverage stated in the Coverage Extension do not apply to Flood Coverage. Instead, the most we will pay for all loss or damage to property covered under this Coverage Extension is 10% of the total of all Limits of Insurance for Flood Coverage as provided under this endorsement. Such coverage does not increase the Limit of Insurance for Flood.

3. With respect to any applicable Additional Coverages and Coverage Extensions in the Coverage Form to which this endorsement is attached, other than those addressed in E.1. and E.2. above, amounts payable under such other provisions, as set forth therein, do not increase the Limit of Insurance for Flood.

F. Coinsurance

1. The **Coinsurance Condition**, if any, in the applicable Coverage Form applies to the coverage provided under this endorsement, unless the No-Coinsurance Option, in the Flood Coverage Schedule or in the Declarations, is specified as being applicable.

2. Various Coverage Extensions, in the Coverage Form to which this endorsement is attached, require coinsurance. If the No-Coinsurance Option applies, then the coinsurance requirement for such Coverage Extensions is eliminated.

G. Limit Of Insurance

1. General Information

Flood Coverage may be written at a Limit of Insurance that is equal to or less than the Limit of Insurance which applies to other Covered Causes of Loss (e.g., Fire) under this Commercial Property Coverage Part.

The Limit Of Insurance for Flood is shown in the Flood Coverage Schedule or in the Declarations. If such Limit is not shown, then the Limit applicable to Fire also applies to Flood.

2. Application Of Limit And Aggregate

The Limit of Insurance for Flood is the most we will pay in a single occurrence of Flood for loss or damage caused by the Flood. If there is more than one Flood in a 12-month period (starting with the beginning of the present annual policy period), the most we will pay for the total of all loss or damage sustained during that period of time and caused by Flood is the amount that is identified as the Annual Aggregate for Flood as shown in the Flood Coverage Schedule or the Declarations.

If the Limit of Insurance and the Annual Aggregate amount are the same, or if there is no amount stated as an Annual Aggregate, then the Limit of Insurance is the most we will pay for the total of all loss or damage that is caused by Flood in a 12-month period (starting with the beginning of the present annual policy period), even if there is more than one occurrence of Flood during that period of time. Thus, if the first Flood does not exhaust the applicable Limit of Insurance, then the balance of that Limit is available for a subsequent Flood(s).

If a single occurrence of Flood begins during one annual policy period and ends during the following annual policy period, any Limit of Insurance or Annual Aggregate applicable to the following annual policy period will **not** apply to that Flood.

3. Ensuing Loss

In the event of covered ensuing loss, for example, loss caused by Fire, Explosion and/or Sprinkler Leakage which results from the Flood, the most we will pay, for the total of all loss or damage caused by flood, fire, explosion and sprinkler leakage, is the Limit of Insurance applicable to Fire. We will **not** pay the sum of the Fire and Flood Limits.

EXAMPLES – ENSUING LOSS

Two examples follow, using these facts: The Commercial Property Coverage Part, in these examples, includes the Causes Of Loss – Basic Form (which covers fire) and this Flood Coverage Endorsement. A building is damaged by Flood and by Fire which is caused by the Flood. The value of the damaged building is \$1,000,000. The Limit of Insurance applicable to the building, for the Basic Causes of Loss, is \$800,000. The Limit of Insurance for Flood is \$400,000. The Flood Deductible amount is \$5,000.

EXAMPLE 1

The damage due to Flood is \$500,000. The damage due to Fire is \$500,000.

Payment for Flood damage is \$400,000 (\$500,000 damage minus \$5,000 Flood deductible = \$495,000; Limit is \$400,000).

Payment for Fire damage is \$400,000 (\$500,000 damage capped at the difference between the Basic Limit and the Flood Limit).

Total Loss Payment is \$800,000.

EXAMPLE 2

The damage due to Flood is \$800,000. The damage due to Fire is \$100,000.

Payment for Flood damage is \$400,000 (\$800,000 damage minus \$5,000 Flood deductible = \$795,000; Limit is \$400,000).

Payment for Fire damage is \$100,000 (amount of damage).

Total Loss Payment is \$500,000.

Note: These examples are given only to illustrate the situation of Flood and ensuing loss. Therefore, the loss payment stated for Flood damage does not address the situation where another policy also covers the Flood damage.

H. Deductible

1. The Deductible for coverage provided under this endorsement is the Deductible applicable to Flood as shown in the Flood Coverage Schedule or in the Declarations.
2. We will not pay that part of the loss that is attributable to any Deductible(s) in the National Flood Insurance Program policy.
3. If Flood results in another Covered Cause of Loss and if both Covered Causes of Loss cause loss or damage, then only the higher deductible applies (e.g., the Flood deductible or the Fire deductible).

I. Other Insurance

The **Other Insurance Commercial Property Condition** is replaced by the following with respect to the coverage provided under this endorsement:

1. If the loss is also covered under a National Flood Insurance Program (NFIP) policy, or if the property is eligible to be written under an NFIP policy but there is no such policy in effect, then we will pay only for the amount of loss in excess of the maximum limit that can be insured under that policy. This provision applies whether or not the maximum NFIP limit was obtained or maintained, and whether or not you can collect on the NFIP policy. We will not, under any circumstances, pay more than the applicable Limit Of Insurance for Flood as stated in the Flood Coverage Schedule or the Declarations of this Coverage Part.

However, this Provision I.1. does not apply under the following circumstances:

- a. At the time of loss, the property is eligible to be written under an NFIP policy but such policy is not in effect due solely to ineligibility of the property at the time this Flood Coverage Endorsement was written; or
 - b. An NFIP policy is not in effect because we have agreed to write this Flood Coverage Endorsement without underlying NFIP coverage. There is such an agreement only if the Flood Coverage Schedule or the Declarations indicate that the Underlying Insurance Waiver applies.
2. If there is other insurance covering the loss, other than that described in I.1. above, we will pay our share of the loss. Our share is the proportion that the applicable Limit of Insurance under this endorsement bears to the total of the applicable Limits of Insurance under all other such insurance. But we will not pay more than the applicable Limit Of Insurance stated in the Flood Coverage Schedule or the Declarations of this Coverage Part.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GUAM CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART STANDARD PROPERTY POLICY

- A.** When this endorsement is attached to the Standard Property Policy **CP 00 99**, the term Coverage Part in the endorsement is replaced by the term Policy.
- B.** The following is added to the Valuation Loss Condition:
- 1.** When this policy insures real property in Guam and such property sustains total loss by a Covered Cause of Loss, the amount of the insurance written on such real property (or the amount of insurance upon which we charged or received premium) shall be taken conclusively to be the true value of the property and the true amount of loss to be paid by us, subject to the exceptions and conditions in Paragraphs **B.2.** and **B.3.** below.
 - 2.** Builders Risk policies of insurance covering property in the process of being constructed shall be valued and settled according to the actual value of that portion of the construction completed at the time of the loss. The Limit of Insurance on a Builders Risk policy represents the value of the building when it is completed.
 - 3.** If two or more policies are written upon the same real property interest and cover the loss, each insurer will pay only that proportion of the cost of the loss that the limit of liability under its policy bears to the total amount of insurance covering the loss.
- 4.** When this policy insures personal property in Guam and such property sustains total loss by a Covered Cause of Loss, the following applies with respect to that loss:
- If the amount of loss (as established at the time of loss by agreement between you and us or by appraisal award) is less than the amount of insurance written under this policy on that property, then we will return to you any unearned premium attributable to the amount of insurance that exceeds the actual loss. Such unearned premium will be paid in addition to the amount of the loss, and will be paid at the same time.
- C.** Paragraph **b.** of the **Policy Period, Coverage Territory** Condition in the Legal Liability Coverage Form is replaced by the following:
- b.** The coverage territory is:
 - (1)** The United States of America;
 - (2)** Puerto Rico;
 - (3)** Canada; and
 - (4)** Guam.
- D.** Paragraph **3.** of the **Definitions** in the Standard Property Policy is replaced by the following:
- 2.** "State" includes the District of Columbia, Puerto Rico, and Guam.

E. Paragraph (2) of Additional Condition F.4.e. Legal Action Against Us in the Mortgageholders Errors And Omissions Coverage Form is replaced by the following:

(2) A person or organization may bring a suit against us, including but not limited to, a suit to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Form or that are in excess of the Limit of Insurance. An agreed settlement means a settlement and release of liability signed by us, you and the claimant or the claimant's legal representative.

F. The Legal Action Against Us Condition in the Legal Liability Coverage Form is replaced by the following:

A person or organization may bring a suit against us, including but not limited to, a suit to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Form or that are in excess of the Limit of Insurance. An agreed settlement means a settlement and release of liability signed by us, you and the claimant or the claimant's legal representative.

G. The Other Insurance Condition in the Commercial Property Conditions is replaced by the following:

If there is other insurance covering the same loss or damage covered under this Coverage Part, we will pay our share of the covered loss or damage. Our share is the proportion that the applicable Limit of Insurance under this Coverage Part bears to the Limits of Insurance of all insurance covering the loss or damage. But we will not pay more than the applicable Limit of Insurance under this Coverage Part.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GUAM CHANGES – CANCELLATION

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART
STANDARD PROPERTY POLICY

Paragraph 6. of the **Cancellation** Common Policy Condition is replaced by the following:

If notice of cancellation is mailed, an affidavit by us, setting forth the facts of such mailing, is prima facie evidence of notice.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITATION ON LOSS SETTLEMENT – BLANKET INSURANCE (MARGIN CLAUSE)

This endorsement modifies insurance provided under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM
 CONDOMINIUM ASSOCIATION COVERAGE FORM
 CONDOMINIUM COMMERCIAL UNIT-OWNERS COVERAGE FORM
 STANDARD PROPERTY POLICY

SCHEDULE

Premises Number:		Building Number:		Margin Clause:	%
Description Of Property:					
Refer to Attached Schedule/Description of Covered Property					
Premises Number:		Building Number:		Margin Clause:	%
Description Of Property:					
Premises Number:		Building Number:		Margin Clause:	%
Description Of Property:					
Premises Number:		Building Number:		Margin Clause:	%
Description Of Property:					
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.					

A. This endorsement applies to loss settlement on property that is subject to a Blanket Limit of Insurance.

A Blanket Limit of Insurance is a single Limit of Insurance that applies to any of the following as shown elsewhere in this policy:

1. Two or more buildings;
2. Building and contents;
3. Contents of more than one building; or
4. Contents at more than one premises.

B. Margin Clause

With respect to property that is subject to a Blanket Limit of Insurance, we will determine a maximum loss payable for each building and for the contents of each building or the contents at each premises. The maximum loss payable is determined by applying the applicable Margin Clause percentage indicated in the Schedule to the value of the property as shown in the latest statement of values reported to us. If the statement of values does not state individually the value of each building and the value of contents at each building or premises, we will determine individual values as a part of the total reported values prior to application of the Margin Clause percentage.

Actual loss payment will be determined based on the amount of loss or damage subject to all applicable policy provisions including the Limits of Insurance Condition, Coinsurance, Deductible and Valuation Conditions. But the actual loss payment, for each building, for the contents of each building or for the contents at each premises, will not exceed the maximum loss payable as described above and will not exceed the Blanket Limit of Insurance.

The Margin Clause does not increase the Blanket Limit of Insurance.

C. Examples

In the following examples, the figures and Margin Clause percentages are used for illustrative purposes only and do not reflect your actual insurance.

EXAMPLE #1

Buildings #1 through #3 are covered under a Blanket Limit of Insurance of \$4,500,000. The combined value of these three buildings at the time of loss is \$5,000,000. There is a Coinsurance requirement of 90% (.90 x \$5,000,000 = \$4,500,000); therefore no Coinsurance penalty.

The value stated for Building #1 is \$1,000,000. The Margin Clause percentage is 120%. The maximum loss payable for Building #1 is \$1,200,000 (\$1,000,000 x 1.20).

Building #1 sustains a loss of \$1,200,000.

The Deductible is \$10,000.

Step (1): Amount of loss minus Deductible (\$1,200,000 - \$10,000 = \$1,190,000)

Step (2): Since \$1,190,000 is not more than the maximum loss payable, we will pay \$1,190,000.

EXAMPLE #2

Buildings #1 through #3 are covered under a Blanket Limit of Insurance of \$4,500,000. The coverage in this example is written without a Coinsurance requirement.

The value stated for Building #1 is \$1,000,000. The Margin Clause percentage is 115%. The maximum loss payable for Building #1 is \$1,150,000 (\$1,000,000 x 1.15).

Building #1 sustains a loss of \$1,300,000.

The Deductible is \$10,000.

Step (1): Amount of loss minus Deductible (\$1,300,000 - \$10,000 = \$1,290,000)

Step (2): The result of Step (1) exceeds the maximum loss payable. We will pay \$1,150,000, the maximum loss payable in accordance with the Margin Clause.

EXAMPLE #3

Buildings #1 through #3 are covered under a Blanket Limit of Insurance of \$4,000,000. The combined value of these three buildings at the time of loss is \$5,000,000. There is a Coinsurance requirement of 90% (.90 x \$5,000,000 = \$4,500,000); therefore the Blanket is underinsured and there will be a Coinsurance penalty.

The value stated for Building #1 is \$1,000,000. The Margin Clause percentage is 120%. The maximum loss payable for Building #1 is \$1,200,000 (\$1,000,000 x 1.20).

Building #1 sustains a loss of \$1,200,000.

The Deductible is \$10,000.

Step (1): Amount of Blanket Limit divided by Coinsurance requirement (\$4,000,000 ÷ \$4,500,000 = .889)

Step (2): Amount of loss times Coinsurance penalty factor (\$1,200,000 x .889 = \$1,066,800) is the adjusted amount of loss

Step (3): Adjusted amount of loss minus Deductible (\$1,066,800 - \$10,000 = \$1,056,800)

Step (4): We will pay \$1,056,800 (less than the maximum loss payable). The remainder of the loss, \$143,200, is not covered due to application of the Coinsurance penalty and Deductible.

APPLICATION OF SUBLIMITS ENDORSEMENT

1. **Application To Insured Interests.** Each sublimit stated in this policy applies as part of, and not in addition to, the overall policy limit for an occurrence insured hereunder. Each sublimit is the maximum amount potentially recoverable from all insurance layers combined for all insured loss, damage, expense, time element or other insured interest arising from or relating to that aspect of the occurrence, including but not limited to type of property, construction, geographic area, zone, location, or peril.
2. **Application Within Perils.** If insured under this policy, any sublimit for earthquake, earth movement, flood, windstorm, named storm, or named windstorm is the maximum amount potentially recoverable from all insurance layers combined for all insured loss, damage, expense, time element or other insured interest arising from or relating to such an occurrence. If flood occurs in conjunction with a windstorm, named storm, named windstorm, earthquake or earth movement, the flood sublimit applies within and erodes the sublimit for that windstorm, named storm, named windstorm, earthquake or earth movement.

This endorsement takes precedence over and, if in conflict with any other wording in the contract bearing on the application of sublimits, replaces that wording.

05/03/09
LMA5130

Endorsement attached to and forming part of 20220505450-0001

AUTOMATIC ACQUISITION CLAUSE

It is understood and agreed that, notwithstanding anything to the contrary in this policy or its endorsements, this policy is extended to cover additional property which may be acquired during the term of this policy. Values must be reported to Underwriters during the policy period for determination of additional premium. The Insured may apply add property up to 5% of the total schedule without any additional premium.

Nothing herein contained shall be held to vary, alter, waive or change any of the terms, limits or conditions of the Policy, except as hereinafter set forth.

This endorsement is effective 05/01/2022

Attached to and forming part of Policy No. 20220505450-0001 of DB Insurance Co., Ltd.

Date Issued: 05/24/2022

By: 
Moylan's Insurance Underwriters, Inc.
General Agent

BIOLOGICAL OR CHEMICAL MATERIALS EXCLUSION

It is agreed that this Insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.

06/02/03
NMA 2962

Endorsement attached to and forming part of 20220505450-0001

BUILDING ORDINANCE OR LAW – DEMOLITION AND INCREASED TIME TO REBUILD


It is understood and agreed that, notwithstanding anything to the contrary in this policy or its endorsements, underwriters will be liable for loss to the interest insured by the Policy, caused by enforcement of any state or municipal law or ordinance regulating the construction or repair of buildings and in force at the time such loss occurs, which requires the demolition of any portion of the described building(s) not damaged by the peril(s) insured against. Underwriters will also be liable for loss due to the additional period required for repair or reconstruction, in conformity with the minimum standard of such law or ordinance.

Nothing herein contained shall be held to vary, alter, waive or change any of the terms, limits or conditions of the Policy, except as hereinafter set forth.

This endorsement is effective 05/01/2022

Attached to and forming part of Policy No. 20220505450-0001 of DB Insurance Co., Ltd.

Date Issued: 05/24/2022

By: 
Moylan's Insurance Underwriters, Inc.
General Agent

Endorsement attached to and forming part of 20220505450-0001

BUILDING ORDINANCE OR LAW - INCREASED COST OF CONSTRUCTION

It is understood and agreed that, notwithstanding anything to the contrary in this policy or its endorsements, the amount of insurance under this Policy includes within the sum insured the actual amount of the increased costs of repair, rebuilding or construction resulting from the enforcement of any applicable law or ordinance regulating the construction or repair of buildings.

Nothing herein contained shall be held to vary, alter, waive or change any of the terms, limits or conditions of the Policy, except as hereinafter set forth.

This endorsement is effective 05/01/2022

Attached to and forming part of Policy No. 20220505450-0001 of DB Insurance Co., Ltd.

Date Issued: 05/24/2022

By: 
Moylan's Insurance Underwriters, Inc.
General Agent

Endorsement attached to and forming part of 20220505450-0001

BUSINESS INTERRUPTION EXTENSION


It is understood and agreed that, notwithstanding anything to the contrary in this policy or its endorsements, Underwriters shall be liable for the Actual Loss sustained by the College resulting directly from Interruption of Business for a period not to exceed twenty-four (24) calendar months.

Nothing herein contained shall be held to vary, alter, waive or change any of the terms, limits or conditions of the Policy, except as hereinafter set forth.

This endorsement is effective 05/01/2022

Attached to and forming part of Policy No. 20220505450-0001 of DB Insurance Co., Ltd.

Date Issued: 05/24/2022

By: 
Moylan's Insurance Underwriters, Inc.
General Agent

Endorsement attached to and forming part of 20220505450-0001

CANCELLATION CLAUSE

It is understood and agreed that, notwithstanding anything to the contrary in this policy or its endorsements, if Underwriters desire to cancel this policy, they shall give ninety (90) days prior written notice by email and Certified Mail to:

Miguel C. Bordallo, P.E.
General manager
Guam Waterworks Authority
Ste 200, Gloria B. Nelson Public Service Building
688 Route 15
Mangilao, Guam 96913
mcbordallo@guamwaterworks.org

Nothing herein contained shall be held to vary, alter, waive or change any of the terms, limits or conditions of the Policy, except as hereinafter set forth.

This endorsement is effective 05/01/2022

Attached to and forming part of Policy No. 20220505450-0001 of DB Insurance Co., Ltd.

Date Issued: 05/24/2022

By: 
Moylan's Insurance Underwriters, Inc.
General Agent

Communicable Disease Exclusion - LMA5394


(Property Insurance)

For use on Property policies

1. Notwithstanding any provision to the contrary within this insurance agreement, this insurance agreement excludes any loss, damage, liability, claim, cost or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease regardless of any other cause or event contributing concurrently or in any other sequence thereto.
2. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where
 - 2.1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
 - 2.2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
 - 2.3. the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.

DB INSURANCE COMPANY

Date Issued : 05/24/2022

By: 
Authorized Representative
Moylan's Insurance Underwriters, Inc.
Managing General Agent

LMA5399

**Cyber Loss Limited Exclusion Clause No. 1 - LMA5410
(Property Insurance)**

For use on Property policies

1. Notwithstanding any provision to the contrary within this insurance agreement or any endorsement thereto, this insurance agreement excludes all loss, damage, liability, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with:

1.1 any loss of, alteration of, or damage to or a reduction in the functionality, availability or operation of a Computer System, unless subject to the provisions of paragraph 2;

1.2 any loss of, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data

2. Subject to the other terms, conditions and exclusions contained in this insurance agreement, this insurance agreement will cover physical damage to property insured under the original policies and any Time Element Loss directly resulting therefrom where such physical damage is directly occasioned by any of the following perils:

Fire, lightning, explosion, aircraft or vehicle impact, falling objects, windstorm, hail, tornado, cyclone, hurricane, earthquake, volcano, tsunami, flood, freeze or weight of snow.

Definitions

3. Computer System means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility.
4. Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.
5. Time Element loss means business interruption, contingent business interruption or any other consequential losses.

DB INSURANCE COMPANY

Date Issued : 05/24/2022

By: 
Authorized Representative
Moylan's Insurance Underwriters, Inc.
Managing General Agent

LMA5410

Endorsement attached to and forming part of 20220505450-0001

DAMAGE TO BUILDING EXTERIOR

It is understood and agreed that, notwithstanding anything to the contrary in this policy or its endorsements, any endorsement or clause that excludes coverage for loss or damage to paint; or waterproofing material applied to the exterior of a Buildings, or shingles of any material; applied to the exterior surface of Buildings shall be waived.

Nothing herein contained shall be held to vary, alter, waive or change any of the terms, limits or conditions of the Policy, except as hereinafter set forth.

This endorsement is effective 05/01/2022

Attached to and forming part of Policy No. 20220505450-0001 of DB Insurance Co., Ltd.

Date Issued: 05/24/2022

By: 
Moylan's Insurance Underwriters, Inc.
General Agent

Endorsement attached to and forming part of 20220505450-0001

DAMAGE TO BUILDING INTERIOR


It is understood and agreed that, notwithstanding anything to the contrary in this policy or its endorsements, any endorsement or clause that excludes coverage for damage to the inside of a building or property in the building caused by rain, sand, or dust unless the typhoon first damages the roof or wall and enters through the resulting opening shall be waived.

Nothing herein contained shall be held to vary, alter, waive or change any of the terms, limits or conditions of the Policy, except as hereinafter set forth.

This endorsement is effective 05/01/2022

Attached to and forming part of Policy No. 20220505450-0001 of DB Insurance Co., Ltd.

Date Issued: 05/24/2022

By: 
Moylan's Insurance Underwriters, Inc.
General Agent

Name Insured: **Guam Waterworks Authority**

DEDUCTIBLE ENDORSEMENT

For and in consideration of the Premium charged, it is hereby understood and agreed that this policy is subject to the following deductibles:

Earthquake, Windstorm &/or Typhoon or Hail, and Tidal Wave - **\$1,000,000.00** any one occurrence
All Other Covered Causes of Loss - **\$100,000.00** any one occurrence
Time Excess – 7Days

Nothing herein contained shall be held to vary, alter, waive or change any of the terms, limits or conditions of the Policy, except as hereinafter set forth.

This endorsement is effective **05/01/2022**

Attached to and forming part of Policy No. **20220505450-0001**

DB INSURANCE CO., LTD.

Date Issued: **05/24/2022**

By: _____


Moylan's Insurance Underwriters, Inc.
General Agent

Endorsement attached to and forming part of 20220505450-0001

**DEMOLITION COST AND INCREASED TIME TO REBUILD
(BUILDING, ORDINANCE OR LAW DEMOLITION COST)**

It is understood and agreed that, notwithstanding anything to the contrary in this policy or its endorsements, the cost of demolishing any undamaged portion of the building(s) is covered, including the cost of clearing the site, resulting from enforcement of any state or municipal law or ordinance regulating the construction or repair of buildings. Underwriters will also pay for loss due to the additional period of time required for repair or reconstruction, in conformity with the minimum standard of such law or ordinance.

Nothing herein contained shall be held to vary, alter, waive or change any of the terms, limits or conditions of the Policy, except as hereinafter set forth.

This endorsement is effective 05/01/2022

Attached to and forming part of Policy No. 20220505450-0001 of DB Insurance Co., Ltd.

Date Issued: 05/24/2022

By: 
Moylan's Insurance Underwriters, Inc.
General Agent

Endorsement attached to and forming part of 20220505450-0001

DENIAL OF ACCESS BY CIVIL AUTHORITY


It is understood and agreed that, notwithstanding anything to the contrary in this policy or its endorsements, this Policy is extended to cover the actual loss sustained during the period time when, as a result of direct physical loss or damage caused by a peril insured against, access to real or personal property is impaired or denied by order of civil authority (4 week limitation).

Nothing herein contained shall be held to vary, alter, waive or change any of the terms, limits or conditions of the Policy, except as hereinafter set forth.

This endorsement is effective 05/01/2022

Attached to and forming part of Policy No. 20220505450-0001 of DB Insurance Co., Ltd.

Date Issued: 05/24/2022

By: 
Moylan's Insurance Underwriters, Inc.
General Agent

Endorsement attached to and forming part of 20220505450-0001

EARTHQUAKE DAMAGE

It is understood and agreed that, notwithstanding anything to the contrary in this policy or its endorsements, any endorsement or clause that limits coverage to damage that weakens the structural frame or therefore the stability of the life of the building or structure shall be waived.


Any endorsement or clause that excludes loss for plaster cracks between masonry and gypsum board and any other deterioration of cement or plaster, as well as any damage caused by shrinkage, settling, deterioration and/or wear and tear shall be waived.

Nothing herein contained shall be held to vary, alter, waive or change any of the terms, limits or conditions of the Policy, except as hereinafter set forth.

This endorsement is effective 05/01/2022

Attached to and forming part of Policy No. 20220505450-0001 of DB Insurance Co., Ltd.

Date Issued: 05/24/2022

By: 
Moylan's Insurance Underwriters, Inc.
General Agent

ELECTRONIC DATE RECOGNITION EXCLUSION (EDRE)

This Policy does not cover any loss, damage, cost, claim or expense, whether preventative, remedial or otherwise, directly or indirectly arising out of or relating to:

- (a) the calculation, comparison, differentiation, sequencing or processing of data involving the date change to the year 2000, or any other date change, including leap year calculations, by any computer system, hardware, programme or software and/or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the Insured or not; or
- (b) any change, alteration, or modification involving the date change to the year 2000, or any other date change, including leap year calculations, to any such computer system, hardware, programme or software and/or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the Insured or not.

This clause applies regardless of any other cause or event that contributes concurrently or in any sequence to the loss, damage, cost, claim or expense.

17/12/97
NMA2802

Endorsement attached to and forming part of 20220505450-0001

ERRORS AND OMISSIONS CLAUSE/ MISREPRESENTATION OF FRAUD

It is understood and agreed that, notwithstanding anything to the contrary in this policy or its endorsements, the Insured shall not be prejudice by an unintentional or inadvertent error, omission, incorrect valuation or incorrect description of the interest, risk or property; provided that notice is given to Underwriters as soon as practical after discovery of any such error or omission.

Nothing herein contained shall be held to vary, alter, waive or change any of the terms, limits or conditions of the Policy, except as hereinafter set forth.

This endorsement is effective 05/01/2022

Attached to and forming part of Policy No. 20220505450-0001 of DB Insurance Co., Ltd.

Date Issued: 05/24/2022

By: 
Moylan's Insurance Underwriters, Inc.
General Agent

EXCLUSION OF CERTIFIED ACTS OF TERRORISM

This insurance does not apply to TERRORISM, including injury or damage arising, directly or indirectly, out of a "certified act of terrorism".

"Certified act of terrorism" means an act that is certified by the Secretary of Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism and Risk Insurance Act of 2002. The criteria contained in that Act for a "certified act of terrorism" includes the following:

- 1. The act resulted in aggregate losses in excess of \$5 million; and
- 2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed on behalf of any foreign person or foreign interest, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

This endorsement fulfills the requirements of the U.S. Terrorism Risk Insurance Act of 2002.

Effective 05/01/2022

All other terms and conditions remain unaltered.

Attached to and forming part of Policy No. 20220505450-0001

issued to Guam Waterworks Authority

effective 05/01/2022

DB Insurance Co., Ltd.

Date: 05/24/2022

By: _____

Authorized Representative
Moylan's Insurance Underwriters, Inc.
General Agent

EXCLUSION OF MOLD, FUNGUS, WET ROT, DRY ROT AND BACTERIA

We will not pay for loss or damage caused directly or indirectly by the presence, growth, proliferation, spread or any activity of mold, fungus, wet rot, dry rot and bacteria. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

We will not pay for loss or damage caused directly or resulting from continuous or repeated seepage or leakage of water, or the presence or condensation of humidity, moisture or vapor, that occurs over a period of 7 days and more.

"Mold" or "fungus" means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents or byproducts produced or released by molds or fungi.

DB INSURANCE CO., LTD.

Date Issued: 05/24/2022

By: _____


Authorized Signature
Moylan's Insurance Underwriters, Inc.
Hagatna Guam Branch
General Agent

Endorsement attached to and forming part of 20220505450-0001

EXTRA EXPENSE EXTENSION


Coverage is extended to include the necessary Extra Expense incurred by the Insured in order to continue as nearly as practicable the normal conduct of the insured's business following loss or damage to property insured by this policy.

Nothing herein contained shall be held to vary, alter, waive or change any of the terms, limits or conditions of the Policy, except as hereinafter set forth.

This endorsement is effective 05/01/2022

Attached to and forming part of Policy No. 20220505450-0001 of DB Insurance Co., Ltd.

Date Issued: 05/24/2022

By: 
Moylan's Insurance Underwriters, Inc.
General Agent

FRAUDULENT CLAIM CLAUSE

If the (re)insured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this contract shall become void and all claim hereunder shall be forfeited.

LMA5062

04/06/2006

Form approved by Lloyd's Market Association

10/11/2003

**INSTITUTE RADIOACTIVE CONTAMINATION, CHEMICAL, BIOLOGICAL,
BIO-CHEMICAL AND ELECTROMAGNETIC WEAPONS EXCLUSION CLAUSE**

This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith

1. In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from
 - 1.1 ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
 - 1.2 the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
 - 1.3 any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
 - 1.4 the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes
 - 1.5 any chemical, biological, bio-chemical, or electromagnetic weapon.

CL 370

Endorsement attached to and forming part of 20220505450-0001

JURISDICTION

It is understood and agreed that, notwithstanding anything to the contrary in this policy or its endorsements, this insurance shall be governed by and construed in accordance with the laws of Guam and the exclusive jurisdiction of the USA including Guam Courts. The seat of arbitration shall be Guam.

Nothing herein contained shall be held to vary, alter, waive or change any of the terms, limits or conditions of the Policy, except as hereinafter set forth.

This endorsement is effective 05/01/2022

Attached to and forming part of Policy No. 20220505450-0001 of DB Insurance Co., Ltd.

Date Issued: 05/24/2022

By: 
Moylan's Insurance Underwriters, Inc.
General Agent

Endorsement attached to and forming part of 20220505450-0001

PRESERVATION OF PROPERTY

It is understood and agreed that, notwithstanding anything to the contrary in this policy or its endorsements, the expenses incurred by the insured in taking reasonable and necessary actions for the temporary protection/ preservation of property insured will be added to the total physical loss or damage subject to the applicable deductible and without increase in the limit contained in the policy.

Nothing herein contained shall be held to vary, alter, waive or change any of the terms, limits or conditions of the Policy, except as hereinafter set forth.

This endorsement is effective 05/01/2022

Attached to and forming part of Policy No. 20220505450-0001 of DB Insurance Co., Ltd.

Date Issued: 05/24/2022

By: 
Moylan's Insurance Underwriters, Inc.
General Agent

Endorsement attached to and forming part of 20220505450-0001

SCHEDULES

It is understood and agreed that, the schedules of property included represent to the best of the Insured's knowledge, a complete listing of the property it wishes to insure and the current replacement values thereof. The schedules are not to be used to establish sub-limits of coverage, nor are they to be considered as any form of valuation. The amount payable under this policy shall not be limit by individual values shown on the schedules prepared for underwriters

Nothing herein contained shall be held to vary, alter, waive or change any of the terms, limits or conditions of the Policy, except as hereinafter set forth.

This endorsement is effective 05/01/2022

Attached to and forming part of Policy No. 20220505450-0001 of DB Insurance Co., Ltd.

Date Issued: 05/24/2022

By: 
Moylan's Insurance Underwriters, Inc.
General Agent

Endorsement attached to and forming part of 20220505450-0001

VALUATION

It is understood and agreed that, Recovery shall be made on the basis of one hundred percent (100%) of the property's current replacement value at the time and place of loss, subject to the limit of coverage provided by the Policy. The Insured shall not be required to rebuild damage or destroyed structures on the same site nor with like kind and quality.

Nothing herein contained shall be held to vary, alter, waive or change any of the terms, limits or conditions of the Policy, except as hereinafter set forth.

This endorsement is effective 05/01/2022

Attached to and forming part of Policy No. 20220505450-0001 of DB Insurance Co., Ltd.

Date Issued: 05/24/2022

By: 
Moylan's Insurance Underwriters, Inc.
General Agent

Endorsement attached to and forming part of 20220505450-0001

WAIVER OF COINSURANCE OR AVERAGE CLAUSE

It is understood and agreed that, notwithstanding anything to the contrary in this policy or its endorsements, in the event of loss, there shall be no application of a coinsurance or average clause in determining the recovery due the Insured.

Nothing herein contained shall be held to vary, alter, waive or change any of the terms, limits or conditions of the Policy, except as hereinafter set forth.

This endorsement is effective 05/01/2022

Attached to and forming part of Policy No. 20220505450-0001 of DB Insurance Co., Ltd.

Date Issued: 05/24/2022

By: 
Moylan's Insurance Underwriters, Inc.
General Agent

Endorsement attached to and forming part of 20220505450-0001

WAIVER OF SUBROGATION – TENANTS CLAUSE

It is understood and agreed that, notwithstanding anything to the contrary in this policy or its endorsements, in event of loss. Underwriters waive their rights of subrogation against any tenant occupying, renting or leasing property from the Insured.

Nothing herein contained shall be held to vary, alter, waive or change any of the terms, limits or conditions of the Policy, except as hereinafter set forth.

This endorsement is effective 05/01/2022

Attached to and forming part of Policy No. 20220505450-0001 of DB Insurance Co., Ltd.

Date Issued: 05/24/2022

By: 
Moylan's Insurance Underwriters, Inc.
General Agent

WAR AND TERRORISM EXCLUSION ENDORSEMENT

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss;

1. war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
2. any act of terrorism.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to 1 and/or 2 above.

If the Underwriters allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Assured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

08/10/01

NMA2918

Name Insured: Guam Waterworks Authority

Policy No. 20220505450-0001

MULTI-YEAR POLICY ENDORSEMENT

In consideration of the 17.5% Term Discount given the Insured for the Five (5) years term of this policy, it is hereby understood and agreed that:

- (A) In the event the insured elects to have policy cancelled before the expiry of the 5 Year (5) year term, the insured shall refund to the company the equivalent of the 17.5% discount on the premium earned; such earned premium to be computed short rate on the gross annual premium, when cancellation is effected other than on the annual anniversary date of the policy.
- (B) In the event the company cancels the policy before the expiry of The 5 Year (5) year term, the insured shall not be obligated to refund any part of the 17.5% term discount. Any earned premium shall be computed on pro rata basis.

All other policy terms and conditions remain unaltered.

DB INSURANCE CO., LTD.

Effective Date: 05/01/2022

By: 
Moylan's Insurance Underwriters, Inc.
General Agent

Payment Schedule Agreement

Insured's Name: Guam Waterworks Authority

Installment No.	Amount Due	Due Date May 01, 2022 to May 01, 2023	Due Date May 01, 2023 to May 01, 2024	Due Date May 01, 2024 to May 01, 2025	Due Date May 01, 2025 to May 01, 2026	Due Date May 01, 2026 to May 01, 2027
Beginning Balance	\$1,475,604.00	\$1,475,604.00	\$1,475,604.00	\$1,475,604.00	\$1,475,604.00	\$1,475,604.00
1	\$1,475,604.00	\$1,475,604.00	\$1,475,604.00	\$1,475,604.00	\$1,475,604.00	\$1,475,604.00

By acknowledging this Payment Schedule Agreement ("Agreement"), the Insured understands and agrees that failure to make payments according to the Agreement shall cause the entire unpaid balance to become due.

In the event it becomes necessary to retain the services of an attorney in our collection efforts, the Insured agrees to pay any and all attorney's fees equivalent to 15% of the unpaid balance.

Any unpaid balance shall be assessed interest at the rate of 12% per annum.

The Insured further understands and agrees that if a Total Loss claim is filed against the policy, the premium balance will be deducted from the loss proceeds. For Partial Losses, the payment schedule will remain the same. Where the payment schedule has not been followed and a claim has been filed, the Insured agrees that premium payments must be paid in FULL prior to settlement.

Nothing contained in this Agreement shall be construed to vary, alter, waive or change any of the terms, limits or conditions of the policy except as set forth herein.

This Agreement is effective 05/01/2022

This Agreement shall be attached to and shall form part of Policy No. 20220505450-0001 issued by DB Insurance Co., Ltd.

DB Insurance Co. Ltd.
By: Moylan's Insurance Underwriters, Inc.
General Agent



Authorized Signature
Date: 05/24/2022

Insured:
Guam Waterworks Authority

Signature of Insured
Date: 05/24/2022



**DIRECTORS AND OFFICERS LIABILITY
AND COMPANY REIMBURSEMENT POLICY
DECLARATIONS**

POLICY NO. 20220505257-0001

Name Insured & Address: Guam Waterworks Authority
P.O. Box 3010
Hagatna, Guam 96932

Jurisdiction of Incorporation of the Named Insured: Guam

Policy Period: From 05/01/2022 12:01 A.M. To 05/01/2027 12:01 A.M.

Nature of Business: Water Authority

Insured: All Director's & Officers of Named Insured and its Subsidiary Company (ies) stated below.

Subsidiary company: N/A

Policy Territory: Worldwide

Limit of Liability: \$ 2,000,000.00 aggregate for Coverages A & B combined
(including Defense Costs)

Employment Related Practice Sublimit: \$2,000,000.00

Retention: Coverage A \$ NIL Each Person
\$ NIL Aggregate All Persons / Each Loss
Coverage B \$ NIL Aggregate Each Loss

Retention stated in above is applied for loss arising from claims alleging the same Wrongful Acts or related Wrongful Acts.

Co-Insurance: 100% % (95%, unless otherwise stated herein)

Premium: \$ 27,205.88 x5 2% Assessment Fee: \$ 544.12 x5

Endorsement(s): Per attached Schedule of Endorsements:


Security Holder Derivative Action Inclusion Clause; Punitive Damage Exclusion Clause; Nuclear Energy Liability Exclusion Endorsement; Prior Acts Exclusion Endorsement; Retention Endorsement; Failure to Maintain Insurance Exclusion Endorsement; Captive Insurance Company Exclusion Endorsement; One VS One Exclusion Endorsement (Insured VS Insured Exclusion Endorsement); Closely-Held Clause; Company Securities Claims (Entity Cover); Regulatory Exclusion Clause; SEC Exclusion; Erisa Exclusion; Year 2000 Exclusion, Exclusion of Certified Acts of Terrorism, Territory, Cancellation Clause, Jurisdiction, Cyber Incident Exclusion Clause – LMA5272 (Casualty Insurance), Multi-Year Endorsement, Payment Schedule Agreement

Notice 1: Except to such extent as may otherwise be provided herein, the coverage of this policy is limited generally to liability for only those claims that are first made against the Insured during the policy period.

Notice 2: The limit of liability available to pay judgment or settlements shall be reduced by amounts incurred for legal defense. Amount incurred for legal defense shall be applied against the retention amount.

Notice 3: The Insurer does not assume any duty to defend; however, the Insurer may advance defense costs payments prior to the final disposition of claim.

IN WITNESS WHEREOF, the Insurer has caused this policy to be signed by its duly authorized representative.
Signed at Hagatna, Guam this 17th day of May, 2022

By: 
Moylan's Insurance Underwriters, Inc.
General Agent

SECURITY HOLDER DERIVATIVE ACTION INCLUSION CLAUSE

1. INSURING AGREEMENT

Notwithstanding Article 4. Exclusion (n) of the “Directors and Officers Liability Policy and Company Reimbursement Policy” Standard Provisions (hereinafter referred to as the “Standard Provisions”), the Insure shall pay the Loss of the Insured(s) in the event that the Insured(s) shall become legally liable to the Company subject to the full payment of the premium which the Insurer charged for the Policy.

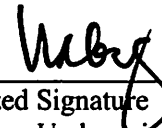
2. LIMIT OF LIABILITY

The aggregate limit of liability which Insurer shall pay under the Standard Provisions, this clause and other clauses shall not exceed the aggregate limit of liability stated in the Declarations.

3. RELATIONSHIP WITH STANDARD PROVISIONS

Any matter not expressly provided for by this clause shall be determined in accordance with the Standard Provisions so long as such provisions are not inconsistent with this clause.

By: _____

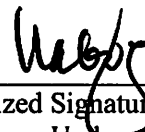


Authorized Signature
Moylan's Insurance Underwriters, Inc.
General Agent

PUNITIVE DAMAGE EXCLUSION CLAUSE

This insurance does not cover any liability for fines, penalties, punitive or exemplary damages.

By: _____



Authorized Signature
Moylan's Insurance Underwriters, Inc.
General Agent

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

In consideration of the Premium charged, it is hereby understood and agreed that the Insurer shall not be liable to make any payment for Loss in connection with any claim or claims made against the Directors or Officers:

- A. Alleging, arising out of, base upon, attributable to, or in any way involving, directly or indirectly the hazardous properties of nuclear material, Including but not limited to:
- (1) nuclear material located at any nuclear facility owned by, or operated by or on behalf of the Company, or discharged or dispersed therefrom; or
 - (2) nuclear material contained in spent fuel or waste which was or is at any time possessed, handles, used processed, stored, transported or disposed of by or on behalf of the Company; or
 - (3) the furnishing by an insured or the Company of services, materials, parts or equipment on connection with the planning, construction, maintenance, operation or use of any nuclear facility; or
 - (4) claims for damages to the company or its shareholder which alleges, arises from, is based upon; is attributed to or in any way involves, directly or indirectly, the hazardous properties if nuclear material.
- B.
- (1) which is under a nuclear energy liability policy issued by the Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada or any other similar policy pr would be insured under any such policy for its termination upon exhaustion of its Limit of Liability; or
 - (2) with respect to which (a) an any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof or (b) The Company or any insured is, or had this policy not be issued would be, entitled to indemnity from the United States of America, or any agency thereof, with any person or organization.

As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties;

"nuclear material" means "source material", "special nuclear material" or "byproduct material";

"source material" has the meaning given it in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor";

"waste" means any waste material (1) containing "by-product material" (2) resulting from operation by any person or organization of any nuclear facility included within the definition nuclear facility under paragraph (a) or (b) thereof;

"nuclear facility" means:

- (a) any nuclear reactor
- (b) Any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium (2) processing or utilizing spent fuel, or (3) handling, processing or packing waste.
- (c) Any equipment or device used for the processing, fabricating or alloying of special material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
- (d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste, and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations:

"nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

By: _____



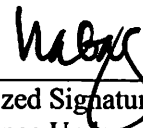
Authorized Signature
Moylan's Insurance Underwriters, Inc.
General Agent

PRIOR ACT EXCLUSION ENDORSEMENT

In consideration of the premium charged, it is hereby understood and agreed that:

- 1) this policy only provides coverage for Loss arising from claims for alleged Wrongful Acts occurring on after policy inception date of 04/12/2012 and prior or the end of the Policy Period and otherwise covered by this policy.
- 2) Loss(es) arising out of the same ore elated Wrongful Acts(s) shall be deemed to arise from the fist such same or related Wrongful Acts.

By: _____



Authorized Signature
Moylan's Insurance Underwriters, Inc.
General Agent

RETENTION ENDORSEMENT

- I. In consideration of the premium charged, it is hereby understood and agreed that Retention of the Declarations is amended to read as follows:

RETENTION: The amount written in the Declarations and Schedule of this policy is applied.

A. Non-Indemnifiable Loss:

NIL per Director of Officer, subject to a maximum of
NIL for Loss arising from claim alleging the same
Wrongful Act or related Wrongful Acts

B. Company Reimbursement and Indemnifiable Loss:

NIL for Loss arising from claim alleging the same
Wrongful Act or related Wrongful Acts.

- II. It is further understood and agreed that clause 6. RETENTION-INDEMNIFIED OR INDEMNIFIABLE LOSS is deleted in its entirety and replace by the follows;

6. RETENTION

The Insurer shall only be liable for the amount of Loss arising from a claim which is in excess of the retention amount stated in Retention of the Declaration, such retention amount to be borne by the Company and/or the Insureds and shall remain uninsured. A single retention amount shall apply to Loss arising from all claims alleging the same Wrongful Acts. The amount stated as Retention A. Non-Indemnifiable Loss applies separately to each Director or Officer, subject to the maximum retention for any single Loss. In cases where such maximum retention applies, the retention shall then be prorated among the Insureds in Proportion to their respective Loss.

Notwithstanding the foregoing the amount stated at Retention B applies to all Loss under Coverage A or B for which the company is required or permitted to indemnify the Insureds in accordance with the fullest application of law, common or statutory, or contract, or the Charter or By-Laws of the Company.

By: _____



Authorized Signature
Moylan's Insurance Underwriters, Inc.
General Agent

FAILURE TO MAINTAIN INSURANCE EXCLUSION ENDORSEMENT

In consideration of the premium charged, it is hereby understood and agreed that, in addition to the 4. EXCLUSIONS shown in the policy, the following exclusions shall apply to any claim or claims.

The Insured shall not be liable to make any payment for Loss in connection with any claim or claims made against the Insureds;

- alleging, arising out of, based upon or attributable to any failure or omission on the part of the Insured's or the Company to effect and maintain insurance.

By: _____

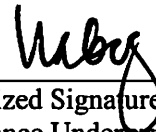


Authorized Signature
Moylan's Insurance Underwriters, Inc.
General Agent

CAPTIVE INSURANCE COMPANY EXCLUSION ENDORSEMENT

In consideration of the premium charged, it is hereby understood and that the Insurer shall not be liable to make any payments for Loss in connection with any claim or claims made against Directors and Officers alleging out of, based upon or attributable to the owner, management, maintenance and/or control by the Company of any captive insurance company entity including but not limited to claims alleging the insolvency or bankruptcy of the Named Corporation as a result of such ownership, operation, management and control.

By: _____



Authorized Signature
Moylan's Insurance Underwriters, Inc.
General Agent

**ONE VS ONE EXCLUSION ENDORSEMENT
(INSURED VS INSURED EXCLUSION ENDORSEMENT)**

In consideration of the premium charged, it is hereby understood and agreed that the insurer shall not be liable to make any payments in connection with any claim made against the Insureds which is brought by any insured or the subsidiary or affiliate of the company, or any security holder(s) of any of the above entities whether directly, derivately or by class action.

By: _____



Authorized Signature
Moylan's Insurance Underwriters, Inc.
General Agent

CLOSELY-HELD CLAUSE

The Insurer shall not provide any payments for any Claim made by or on behalf of any person or entity holding beneficially or otherwise more than 15% of the issued share capital of the Company whether such claim is made in the name of the Company or not.

By: _____



Authorized Signature
Moylan's Insurance Underwriters, Inc.
General Agent

COMPANY SECURITIES CLAIMS (ENTITY COVER)

It is agreed that the 3. EXTENSIONS, shall be amended by adding the following:

- (b) I. The Company, the Directors and/or Officers and the Insurer agree, subject to the limitations set forth below and all other terms, conditions, exclusions and endorsements of this Policy, that coverage under this Policy is extended to include all Securities Loss, including Securities Claim Expenses, incurred on amount of a Securities Claim against the Directors, Officers and/or the Company.
- II. Coverage under this endorsement shall apply whether such Securities Claim is made against only the Directors and Officers, only the Company, or both.
- III. Securities Loss incurred by the Company shall be subject to the Retention amount listed in the Declarations as being applicable to Company Reimbursement.
- IV. If in a Securities Claim all defendant Directors, Officers and the Company obtain by reason of a motion to dismiss, motion for summary judgment or trial a final non-appealable judgment of no liability in their favor, there shall be no Retention or coinsurance percentage applicable to any Securities Claim Expenses resulting from such Securities Claim.
- V. With respect to all Securities Loss which in excess of the applicable Retention, the Company shall bear uninsured the following portions of such Securities Loss. The Insurer's liability shall only apply to the remaining percentage of all such Securities Loss.
 - A. % of all Securities Claim Expenses; and
 - B. % of all Securities Loss other than Securities Claim Expenses

However, this percentage shall not apply with respect to any Securities Loss which is incurred solely by a natural person Director and Officer and which is subject to the first two listed Retention amounts set forth in the Declarations of this policy.

- VI. the 4 EXCLUSIONS of this Policy shall be amended as follows:
 - Exclusion (b) shall be deleted in its entirety and replaced with the following;
 - (b) by reason of any directly dishonest, malicious or fraudulent act or omission or any willful violation of law by the Directors or Officers if a judgment or other final adjudication adverse to such Directors or Officers establishes such an act, omission or willful violation, provided this exclusion shall apply with respect to the Company only if such judgment or final adjudication establishes that a Director or the president, chief executive officer, chief operating officer, chief financial officer, in-house general counsel, managing director, any executive vice president or any equivalent executive officer of the Company committed such as act, omission or willful violation;

The following exclusion shall be added to the Policy.

- (n) for, based upon, arising from, or in any way related to the actual or proposed payment by the Company of allegedly inadequate or unfair consideration in connection with its purchase of securities issued by the Company; provided, however, that this exclusion shall not apply to any covered Loss incurred by the Directors or Officers or any Securities Claim Expenses incurred by the Company.

VII. the 9. DEFIANCE COSTS, SETTLEMENT, JUDGMENT (INCLUDING THE ADVANCEMENT OF DEFENSE COSTS) of this Policy shall be amended by adding the following;

The Insurer may, with the written consent of the Company, settle any Securities Claim for solely a momentary amount which the Insurer deems reasonable. If the Company withholds consent to such settlement, the Insurer's liability for all Loss on amount of such settlement, the Insurer's liability for all Loss on account of such Securities Claim shall not exceed the amount for which the Insurer could have settled such Securities Claims plus Securities Claim Expenses accrued as of the date such settlement was proposed in writing by the Insurer to the Company.

VIII. Definitions that apply solely for purposes of this endorsement:

Securities Claim means any claim brought by a securities holder of the Company against the Directors, Officers and/or the Company which alleges a breach of the Securities laws of any Country, state or Jurisdiction arising from a Wrongful Act in connection with the purchase or sale of securities of the Company.

Securities Claim Expenses means that part of Securities Loss consisting of reasonable and necessary costs, charges, fee (including attorney's fees and experts' fees) and expenses incurred in the defense of a Securities Claim and the premium for appeal, attachment or similar bonds, but shall not include the wages, salaries or expenses of any Director, Officer or employee of the Company.

Securities Loss means any Loss otherwise covered under this Policy incurred by the Directors, Officers and/or the Company as a result of a Securities Claim: Provided, however, Securities Loss shall remain subject to all other policy terms, conditions, exclusion, endorsements and other provisions that may in whole or in part, preclude coverage for such Securities Loss.

By: _____
Authorized Signature
Moylan's Insurance Underwriters, Inc.
General Agent

REGULATORY EXCLUSION CLAUSE

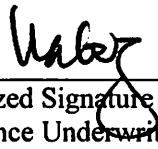
In consideration of the premium charged, it is hereby understood and agreed that the Insured shall not be liable for any Loss in connection with any claim or claims made against the Directors and Officers:

- (1) brought by or on behalf of, or with the solicitation, assistance participation, or intervention of;
 - (a) any Regulator, in any capacity whatsoever (including but not limited to its capacity as receiver, conservator, liquidator or otherwise) regardless of in whose name or for whose benefit (including but not limited to for the benefit of the Company or its shareholders or the Company's creditors) the claim is made or
 - (b) any person or entity against whom any regulator has asserted any claim or demand or whatever nature in such Regulator's capacity as insurer of, successor to, or subrogee of the Company.
- (2) any derivative suit or representative class action alleging, arising out of, based upon or attributable to any such above action.
- (3) alleging, arising out of, based upon, attributable to, or in any way involving, directly or indirectly any written agreement or memoranda of understanding or other agreements with a Regulator, including without limitation income maintenance agreements, purchase and assumptions agreements, indemnity agreements, capital contribution agreements, loan agreements, assets purchases agreements, cease and desist orders, and assistance agreements, or any amendments to any of the foregoing, or any actions required by a Regulator pursuant to the terms of any such agreements;
- (4) alleging, arising out of, based upon, attributable to, or in any way involving, directly or indirectly any loss or reduction of earnings resulting from any agreement with, or action by, any Regulator.

For the purpose of this endorsement, the term "Regulator" shall mean:

- (1) the Federal Savings and Loan Insurance Corporation, the Federal Deposit Insurance Corporation, any other federal or state depository insurance organization, the United States Comptroller of the Currency, the Federal Home Loan Bank Board, the Federal Reserve Board, or any similar federal, state or local regulatory or supervisory agency or authority, or affiliate of any or the foregoing, or
- (2) any receiver, conservator, trustee, liquidator, rehabilitator other similar official with respect to Company.

By: _____


Authorized Signature
Moylan's Insurance Underwriters, Inc.
General Agent

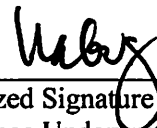
SEC EXCLUSION

In consideration of the premium charged, it is hereby understood and agreed that in addition to the exclusion shown in the 4. EXCLUSIONS of this policy, the following exclusion shall apply to any claim or claims.

The Insurer shall not be liable to make any payments for Loss in connection with any claim or claims made against the Directors or Officers;

arising out of, based upon or attributable to profits in fact made from the purchase or sale by the Insureds of securities of the Company within the meaning of Section 16 (b) of the Securities Exchange Act of 1934, and amendments thereto similar provision of any state statutory law.

By: _____



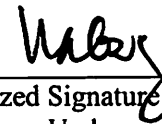
Authorized Signature
Moylan's Insurance Underwriters, Inc.
General Agent

ERISA EXCLUSION

It is understood and agreed that the 4. EXCLUSIONS shall be amended by adding the following:

- (P) Based upon, arising out of, or in any way involving, the Employee Retirement Income Security Act of 1974 or amendments thereto or any regulations promulgated thereunder, or similar provisions of any Federal, State or Local Statutory Law or Common law.

By: _____



Authorized Signature

Moylan's Insurance Underwriters, Inc.
General Agent

YEAR 2000 EXCLUSION

It is hereby understood and agreed that the 4. EXCLUSIONS of this Policy shall be amended by addition the following:

- (o) for, based upon, attributable to, in any way directly or indirectly relating to, arising from, or in any way connected with the failure of any computer, software, firmware, microprocessor or other equipment or system for processing, storing or retrieving data where the property of the Company or not, and whether occurring before, during or after the year 2000
 - (i) to correctly recognize any date as its true calendar date
 - (ii) to capture save or retain, and/or correctly manipulate, interpret or process any date or information or command or instruction as a result of treating any date otherwise than as its true calendar date, or
 - (iii) to capture save retain or correctly process any date as a result of the operation of any command which has been programmed into any computer software, being a command which cause the loss of data or the inability to capture save retain or correctly to process such data on or after any date

By: _____



Authorized Signature
Moylan's Insurance Underwriters, Inc.
General Agent

EXCLUSION OF CERTIFIED ACTS OF TERRORISM

This insurance does not apply to TERRORISM, including injury or damage arising, directly or indirectly, out of a "certified act of terrorism".

"Certified act of terrorism" means an act that is certified by the Secretary of Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism and Risk Insurance Act of 2002. The criteria contained in that Act for a "certified act of terrorism" includes the following:

1. The act resulted in aggregate losses in excess of \$5 million; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed on behalf of any foreign person or foreign interest, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

This endorsement fulfills the requirements of the U.S. Terrorism Risk Insurance Act of 2002.

Effective 05/01/2022

All other terms and conditions remain unaltered.

Attached to and forming part of Policy No. 20220505257-0001

issued to Guam Waterworks Authority

effective 05/01/2022

Date: 05/17/2022

DB Insurance Co., Ltd.

By: _____



Authorized Representative
Moylan's Insurance Underwriters, Inc.
General Agent

Endorsement attached to and forming part of

Policy No. 20220505257-0001

Effective Date: May 01, 2022

Named Insured: Guam Waterworks Authority

TERRITORY

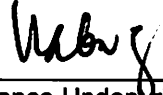
It is understood and agreed that, notwithstanding anything to the contrary in this policy or its endorsements, this Policy applies Worldwide.

Nothing herein contained shall be held to vary, alter, waive or change any of the terms, limits or conditions of the Policy, except as hereinafter set forth.

This endorsement is effective May 01, 2022

Attached to and forming part of Policy No. 20220505257-0001 of DB Insurance Co., Ltd.

Date Issued: 05/17/2022

By: 
Moylan's Insurance Underwriters, Inc.
General Agent

Endorsement attached to and forming part of

Policy No. 20220505257-0001

Effective Date: May 01, 2022

Named Insured: Guam Waterworks Authority

CANCELLATION CLAUSE

It is understood and agreed that, notwithstanding anything to the contrary in this policy or its endorsements, if Underwriters desire to cancel this policy, other than for non-payment, they shall give not less than ninety (90) days prior written notice by email and Certified Mail to:

Miguel C. Bordallo, P.E.
General Manager
Guam Waterworks Authority
Ste 200, Gloria B. Nelson Public Service Building
688 Route 15
Mangilao, Guam 96913
Email: mcbordallo@guamwaterworks.org

Nothing herein contained shall be held to vary, alter, waive or change any of the terms, limits or conditions of the Policy, except as hereinafter set forth.

This endorsement is effective May 01, 2022

Attached to and forming part of Policy No. 20220505257-0001 of DB Insurance Co., Ltd.

Date Issued: 05/17/2022

By: 
Moylan's Insurance Underwriters, Inc.
General Agent

Endorsement attached to and forming part of

Policy No. 20220505257-0001

Effective Date: May 01, 2022

Named Insured: Guam Waterworks Authority

JURISDICTION

It is understood and agreed that, notwithstanding anything to the contrary in this policy or its endorsements, this insurance shall be governed by and construed in accordance with the laws of Guam and the exclusive jurisdiction of the USA including Guam Courts. The seat of arbitration shall be Guam.

Nothing herein contained shall be held to vary, alter, waive or change any of the terms, limits or conditions of the Policy, except as hereinafter set forth.

This endorsement is effective May 01, 2022

Attached to and forming part of Policy No. 20220505257-0001 of DB Insurance Co., Ltd.

Date Issued: 05/17/2022

By: 
Moylan's Insurance Underwriters, Inc.
General Agent

**Cyber Incident Exclusion Clause - LMA5272
(Casualty Insurance)**

1. Notwithstanding any provision to the contrary within this insurance agreement or any endorsement thereto, this insurance agreement excludes any Cyber Loss.
2. If the Insurer alleges that by reason of this exclusion any Cyber Loss sustained by the Insured is not covered by this insurance agreement, the burden of proving the contrary shall be upon the Insured.

Definitions


3. Cyber Loss means all actual or alleged loss, damage, liability, injury, compensation, sickness, disease, death, medical payment, claim, cost, defense cost, expense or any other amount incurred by or accruing to the Insured, including but not limited to any mitigation cost or statutory fine or penalty, directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Incident.
4. Cyber Incident means:
 - 4.1.1 an unauthorized or malicious act or series of related unauthorized or malicious acts, regardless of time and place, or the threat or hoax thereof; and/or
 - 4.1.2 a failure to act, any error or omission or accident or series of related failures to act, errors or omissions or accidents; and/or
 - 4.1.3 a breach of duty, statutory duty or regulatory duty or trust or series of related breaches of duty, statutory duty or regulatory duty or trust; involving access to, processing of, use of or operation of any Computer System or any data by any person or group(s) of persons.
5. Computer System means any computer, hardware, software, information technology and communications system or electronic device, including any similar system or any configuration of the aforementioned and including any associated input, output or data storage device, networking equipment or back up facility.

All other terms and conditions of the policy shall remain unaltered.

This endorsement is effective on the date of inception of the policy to which this form is made a part of.

DB INSURANCE CO., LTD.

Date Issued: 05/17/2022

By: 

Authorized Representative
Moylan's Insurance Underwriters, Inc.
General Agent

Name Insured: Guam Waterworks Authority

Policy No. 20220505257-0001

MULTI-YEAR POLICY ENDORSEMENT

In consideration of the 17.5% Term Discount given the Insured for the Five (5) years term of this policy, it is hereby understood and agreed that:

- (A) In the event the insured elects to have policy cancelled before the expiry of the 5 Year (5) year term, the insured shall refund to the company the equivalent of the 17.5% discount on the premium earned; such earned premium to be computed short rate on the gross annual premium, when cancellation is effected other than on the annual anniversary date of the policy.

- (B) In the event the company cancels the policy before the expiry of The 5 Year (5) year term, the insured shall not be obligated to refund any part of the 17.5% term discount. Any earned premium shall be computed on pro rata basis.

All other policy terms and conditions remain unaltered.

DB INSURANCE CO., LTD.

Effective Date: 05/01/2022

By: 
Moylan's Insurance Underwriters, Inc.
General Agent

Payment Schedule Agreement

Insured's Name: Guam Waterworks Authority

Installment No.	Amount Due	Due Date May 01, 2022 to May 01, 2023	Due Date May 01, 2023 to May 01, 2024	Due Date May 01, 2024 to May 01, 2025	Due Date May 01, 2025 to May 01, 2026	Due Date May 01, 2026 to May 01, 2027
Beginning Balance	\$27,750.00	\$27,750.00	\$27,750.00	\$27,750.00	\$27,750.00	\$27,750.00
1	\$27,750.00	\$27,750.00	\$27,750.00	\$27,750.00	\$27,750.00	\$27,750.00

By acknowledging this Payment Schedule Agreement ("Agreement"), the Insured understands and agrees that failure to make payments according to the Agreement shall cause the entire unpaid balance to become due.

In the event it becomes necessary to retain the services of an attorney in our collection efforts, the Insured agrees to pay any and all attorney's fees equivalent to 15% of the unpaid balance.

Any unpaid balance shall be assessed interest at the rate of 12% per annum.

The Insured further understands and agrees that if a Total Loss claim is filed against the policy, the premium balance will be deducted from the loss proceeds. For Partial Losses, the payment schedule will remain the same. Where the payment schedule has not been followed and a claim has been filed, the Insured agrees that premium payments must be paid in FULL prior to settlement.

Nothing contained in this Agreement shall be construed to vary, alter, waive or change any of the terms, limits or conditions of the policy except as set forth herein.

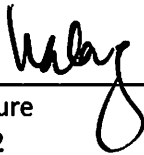
This Agreement is effective 05/01/2022

This Agreement shall be attached to and shall form part of Policy No. 20220505257-0001 issued by DB Insurance Co., Ltd.

DB Insurance Co. Ltd.
By: Moylan's Insurance Underwriters, Inc.
General Agent

Insured:
Guam Waterworks Authority

Authorized Signature
Date: 05/17/2022



Signature of Insured
Date: 05/17/2022

Directors and Officers Liability and Company Reimbursement Policy



Moylan's Insurance Underwriters, Inc.

424 W O BRIEN DR, STE 102, HAGATNA, GUAM 96910

TEL : (671) 477-8613 / 7500 / 8616

E-MAIL : agana@moylans.net FAX : (671) 477-1837

General Agent for :



DB Insurance Co., Ltd.
Seoul, Korea

PLEASE READ YOUR POLICY. If incorrect return for immediate correction.
Carefully note condition requiring immediate notice of every occurrence, claim or suit.
Loss, if any, please notify : Equitable Adjusting & Service at 477-7514

DIRECTORS AND OFFICERS LIABILITY AND COMPANY REIMBURSEMENT POLICY

In consideration of the payment of the premium, and in reliance upon the statements made to the Insurer by application forming a part hereof and its attachments and the material incorporated therein, Company, herein called the "Insurer", agrees as follows:

1. INSURING AGREEMENTS

COVERAGE A: DIRECTORS AND OFFICERS LIABILITY

The Insurer shall pay the Loss of each and every Director or Officer of the Company arising from any claim or claims made against the Directors or Officers during the Policy Period for any alleged Wrongful Act in their respective capacities as Directors or Officers of the Company, except for and to the extent that the Company has indemnified the Directors or Officers. The Insurer may, in accordance with and subject to Clause 9, advance to each and every Director and Officer the Defense Costs of such claim or claims prior to their final disposition.

COVERAGE B: COMPANY REIMBURSEMENT

The Insurer shall reimburse the Company for the Loss arising from any claim or claims which are first made against the Directors or Officers during the Policy Period for any alleged Wrongful Act in their respective capacities as Directors or Officers of the Company, but only when and to the extent that the Company has Indemnified the Directors or Officers for such Loss pursuant to law, common or statutory, or contract, or the charter or By-laws of the Company duly effective under such law which determines and defines such rights of indemnity.

2. DEFINITIONS

- (a) The "Company" means the Named Insured and its Subsidiary designated in the Declarations
- (b) "Defense Costs" means reasonable and necessary fees, costs and expenses consented to by the Insurer (including premiums for any appeal bond, attachment bond or similar bond, but without any obligation to apply for or furnish any such bond) resulting solely from the investigation, adjustment, defense and appeal of any claim against the Insureds, but excluding salaries of officers or employees of the Company.
- (c) "Insured(s)", or "Director(s)" or "Officer(s)", means any past, present or future duly elected or appointed Directors or Officers of the Company. Coverage will automatically apply to all new Directors and Officers during the Policy Period of this policy.
- (d) "Loss" means damages, judgments, settlements and defense costs; however, Loss shall not include civil or criminal fines or penalties imposed by law, punitive or exemplary damages, the multiplied portion of multiplied

damages, taxes, any amount for which the Insureds are not financially liable or which are without legal recourse to the Insureds, or matters which may be deemed uninsurable under the law pursuant to which this policy shall be construed.

- (e) "Policy Period" means the period of time from the inception date shown of the Declarations to the earlier of the expiration date shown of the Declarations or the effective date of cancellation of this policy.
- (f) "Subsidiary" means a corporation of which the Named Insured owns on or before the inception of the Policy Period more than 50% of the issued and outstanding voting stock either directly or indirectly through one or more of its Subsidiaries.

"Subsidiary" also means any corporation which becomes a Subsidiary during the Policy Period but only upon the condition that within 90 days of its becoming a Subsidiary, the Named Insured shall have provided the Insurer with full particulars of the new Subsidiary and agreed to any additional premium and/or amendment of the provisions of this policy required by the Insurer relating to such new Subsidiary. Further, coverage as shall be afforded to the new Subsidiary is conditioned upon the Named Insured paying when due and additional premium required by the Insurer relating to such new Subsidiary. A corporation becomes a Subsidiary when the Named Insured owns more than 50% of the issued and outstanding voting stock either directly or indirectly through one or more of its Subsidiaries.

- (g) "Wrongful Act" means any breach of duty, neglect, error, misstatement, misleading statement, omission or act by the Directors or Officers of the Company in their respective capacities as such, or any matter claimed against them solely by reason of their status as Directors or Officers of the Company.

3. EXTENSIONS

Subject otherwise to the terms hereof, this policy shall cover Loss arising from any claims made against the estates, heirs, or legal representatives of deceased Directors or Officers, and the legal representatives of Directors or Officers in the event of their incompetency, insolvency or bankruptcy, who were Directors or Officers at the time the Wrongful Acts upon which such claims are based were committed.

4. EXCLUSIONS

The Insurer shall not be liable to any payment for Loss in connection with any claim or claims made against the Directors or Officers;

- (a) arising out of, based upon or attributable the gaining in fact of any personal profit or advantage to which they were not legally entitled;
- (b) arising out of, based upon or attributable to the committing in fact of any dishonest or criminal act;

- (c) arising out of, based upon or attributable to the payment to the Insureds of any remuneration without the previous approval of the stockholders of the Company, which payment without such previous approval shall be held to have been illegal;
- (d) arising out of, based upon or attributable to profits in fact made from the purchase or sale by the Insureds of securities of the Company using non-public information in a manner held to have been illegal;
- (e) arising out of, based upon or attributable to payment of commissions, gratuities, benefits or any other favour provided to or for the benefit of any;
 - (1) Political group, government official, director, officer, employee or any person having an ownership interest in any customer of the Company or their agent(s), representative(s) or member(s) of their family or any other entity(ies) with which they are affiliated.
 - (2) Any other person(s) or organization if such payments to those person(s) or organization shall be held to have been illegal under the law pursuant to where the payment was made or which this policy shall be construed.

[The Wrongful Act of any Director or Officer shall not be imputed to any other Director or Officer for the purpose of determining the applicability of the foregoing exclusions 4(a) through 4(e)]

- (f) alleging, arising out of, based upon or attributable to the facts alleged, or to the same or related Wrongful Acts alleged or contained, in any claim which has been reported, or in any circumstances of which notice has been given, under any policy of which this policy is a renewal or replacement or which it may succeed in time;
- (g) alleging, arising out of, based upon or attributable to any pending or prior litigation as of the inception date of this policy, or alleging or derived from the same or essentially the same facts as alleged in such pending or prior litigation;
- (h) alleging, arising out of, based upon or attributable to any fact, situation, circumstances, or Wrongful Act which, at the inception date of this policy, such Insured knew or should reasonably have foreseen, might lead to a claim against the Named Insured and/or the Company;
- (i) alleging, arising out of, based upon, attributable to, or in any way involving, directly or indirectly;
 - (1) the actual, alleged or threatened discharge, disposal, release or escape of pollutants, or
 - (2) any direction or request to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize pollutants, including but not limited to claims alleging damage to the Company or its shareholders.

Pollutants includes (but is not limited to) any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes (but is not limited to) materials to be recycled, reconditioned or reclaimed;

- (j) alleging, arising out of, based upon or attributable to any act or omission in their capacities as directors or officers of any other entity other than the Company, or by reason of their status as a director or officer of such other entity;
- (k) arising out of any legal liability or whatsoever nature directly or indirectly caused by or arising from the hazardous properties of nuclear material and/or all forms of radioactive contamination.

Hazardous properties include radioactive, toxic or explosive properties. Nuclear material means source material, special nuclear material or byproduct material.

- (l) for bodily injury, sickness, disease, death or emotional distress of any person, or damage to or destruction of any tangible property, including the loss of use thereof, or for injury from oral or written publication of a libel or slander or of other defamatory or disparaging material or of material that violates a person's right of privacy;
- (m) of any Subsidiary of any alleges Wrongful Act occurring at any time when the Named Insured did not own more than 50% of the issued and outstanding voting stock of such Subsidiary either directly or indirectly through one or more of its Subsidiaries;

**5. LIMITS OF LIABILITY -
(FOR ALL LOSS – INCLUDING DEFENSE COSTS)**

The limit of liability stated in the Declarations is the limit of the Insurer's liability for all loss, under Coverage A and Coverage B combined, arising out of all claims first made against the Insureds during the Policy Period. Further, any claim which is made subsequent to the Policy Period which pursuant to Clause 8(b) to 8(c) is considered made during the Policy Period shall also be subject to the one aggregate limit of liability stated in the Declarations.

Defense costs are not payable by the Insurer in addition to the limit of liability. Defense costs are part of Loss and as such are subject to the limit of liability for Loss.

6. RETENTION – INDEMNIFIED OR INDEMNIFIABLE LOSS

The Insurer shall only be liable for the amount of Loss arising from a claim which is in excess of the retention amount stated in the Declarations, such retention amount to be borne by the Company and/or the Insureds and shall remain uninsured. A single retention amount shall apply to Loss arising from all claims alleging the same Wrongful Act or related Wrongful Acts.

7. COINSURANCE CLAUSE

The Insurer shall be liable to pay 100 percent of Loss excess of the retention amount up to the Limit of Liability described in the Declarations, it being a condition of this insurance that the remaining 100 percent of each and every loss shall be carried by the Company and the Insureds at their own risk and be uninsured.

8. NOTICE/CLAIM REPORTING PROVISIONS

Notice hereunder shall be given in writing to the Insurer at the Insurer's address. If mailed, the date of mailing of such notice shall constitute the date that such notice was given and proof of mailing shall be sufficient proof of notice.

- (a) The Company or the Insureds shall, as a condition precedent to the obligations of the Insurer under this policy, give written notice to the Insurer as soon as practicable, of any claim made against the Insureds and shall give the insurer information, including but not limited, to the Wrongful Acts or facts alleged, the names of claimants and the manner in which the Insureds first became aware of the claim.
- (b) If written notice of a claim has been given to the Insurer pursuant the Clause 8 (a) above, then any claim which is subsequently made against the Insureds alleging, arising out of, based upon or attributable to the facts alleged in the claim of which such notice has been given, or alleging any Wrongful Act which is the same as or related to any Wrongful Act alleged in the claim of which such notice has been given, shall be considered made at the time such notice was given.
- (c) If during the Policy Period the Company or the Insureds shall become aware of any circumstances which may reasonably be expected to give rise to a claim being made against the Insureds and shall given written notice to the Insurer of the circumstances and the reasons for anticipating such a claim, with full particulars as to dates and persons involved, then any claim which is subsequently made against the Insureds alleging, arising out of, based upon or attributable to such circumstances or alleging any Wrongful Act which is the same as or related to any Wrongful Act alleged or contained in such circumstances, shall be considered made at the time such notice of such circumstances was given.

9. DEFENSE COSTS, SETTLEMENT, JUDGMENTS (INCLUDING THE ADVANCEMENT OF DEFENSE COST)

Under Coverage A, the Insurer may, in its absolute discretion, advance Defense Costs prior to the final disposition of the claim, unless such Defense Costs have been advanced by the Company. Such advance payments by the Insurer shall be repaid to the Insurer by the Insureds, severally according to their respective interests, in the event and to the extent that the Insureds shall not be entitled under the terms and conditions of this policy to payment of such Loss. The retention amount as stated in the Declarations shall apply to such Defense Costs.

Under Coverage B, the Insurer assumes no duty to reimburse Defense Costs prior to the final disposition of the claim. The Insurer may, in its absolute discretion,

reimburse all or any part such Defense Costs prior to the final disposition of the claim. In such event, however, such advanced payments by the Insurer shall be repaid to the Insurer by the Company or the Insureds, severally according to their respective interests, in the event and to the extent that the Company or the Insureds shall not be entitled under the terms and conditions of this policy to payment of such Loss.

The Insurer does not, however, under this policy, assume any duty to defend. The Insureds shall not admit or assume any liability, enter into any settlement agreement, stipulate to any judgment or incur any Defense Costs without the prior written consent of the Insurer. Only those settlements, stipulated judgments and Defense Costs which have been consented to by the Insurer shall be recoverable as Loss under the terms of this policy. The Insurer's consent shall not be unreasonably withheld, provided that the Insurer shall be entitled to effectively associate in the defense and negotiation of any settlement of any claim in order to reach a decision as reasonableness.

The Insurer shall have the right to effectively associate with the Company and the Insureds in the defense and settlement of any claim that appears reasonably likely to involve the Insurer, including but not limited to effectively associating in negotiation of a settlement. The Insureds shall defend and contest any such claim. The Company and the Insureds shall give the Insurer full cooperation and such information as it may reasonably require.

With respect to the Defense Costs and joint settlement of any claim made against the Company and the Insured, such Defense Costs and joint settlement having been consented to by the Insurer, the Company and the Insureds and the Insurer agree to use their best efforts to determine a fair and proper allocation of the amounts as between the Company and the Insureds and the Insurer.

10. CANCELLATION CLAUSE

This policy may be cancelled by the Named Insured by surrender thereof to the Insurer or any of its authorized agents or by mailing to the Insurer written notice stating of when thereafter the cancellation shall be effective. This policy may be cancelled by the Insurer by mailing to the Named Insured at the address shown in this policy, written notice stating when not less than 30days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the Policy Period. Delivery of such written notice either by the Named Insured or by the Insurer shall be equivalent to mailing.

If the Named Insured cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the Insurer cancels, earned premium shall be computed pro rata. Premium adjustment may be made either at the cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

If the period of limitation relating to the giving of notice is prohibited or made void by any law controlling the construction thereof, such period shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

11. TERMINATION OF COVERAGE FOR SUBSEQUENT WRONGFUL ACTS AFTER CERTAIN TRANSACTIONS

If during the Policy Period;

1. the Named Insured shall consolidate with or merge into, or sell all substantially all of its assets to, any other person entity or group of persons and/or entities acting in concert; or
2. any person or entity or group of persons and/or entities acting in concert shall acquire an amount of the outstanding securities representing more than 50% of the voting power for the election of Directors of the Named Insured, or acquires that voting rights of such an amount of such securities;

(either of the above events herein referred to as the "Transaction")

then, there shall be no coverage afforded by any provision of this policy for any alleged Wrongful Act occurring after the effective date of the Transaction.

The Named Insured shall give the Insurer written notice of the Transaction as soon as practicable, but not later than 30 days after the effective date of the Transaction.

12. RISK ALTERATION

The Named Insured shall give immediate notice to the Insurer in writing of any alterations which materially affect the risk covered by this policy. Such alterations include, but are not limited to, alterations of statements in the Declarations of this policy, the application and all attachments thereto. No coverage shall apply under this policy for any loss in connection with any claim or claims resulting therefrom unless and until the Insurer has given written notice of their acceptance of such alteration.

13. SUBROGATION

In the event of any payment under this policy, the Insurer shall be subrogated to the extent of such payment to all Company's' and the Insureds' rights of recovery therefor, and the Company and the Insured shall execute all papers required and shall do everything that may be necessary to secure such rights including the execution of such documents necessary to enable the Insurer effectively to bring suit in the name of the Company and/or the Insureds.

14. OTHER INSURANCE

Such insurance as is provided by this policy shall apply only as excess over any other valid and collectible insurance.

15. NOTICE AND AUTHORITY

It is agreed that the Named Insured shall act on behalf of its Subsidiaries and all Insureds with respect to the giving and receiving of notice of claim or cancellation, the payment of premiums and the receiving of any return premiums that may become due under this policy, the receipt and acceptance of any endorsements issued to form a part of this policy.

16. ASSIGNMENT

Any and all rights hereunder shall not be assignable without the prior written consent of the Insurer.

17. ACTION AGAINST INSURER

No action shall lie against the Insurer unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of this policy, nor until the amount of the Insureds' obligation to pay shall have been finally determined either by judgment against the Insureds after actual trial or by written agreement of the Insureds, the claimant and the Insurer.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. No person or organization shall have any right under this policy to join the Insurer as a party to any action against the Insureds or the Company to determine the Insureds' liability, nor shall the Insurer be impleaded by the Insureds or the Company or their legal representatives. Bankruptcy or insolvency of the Company or the Insureds or their estates shall not relieve the Insurer of any of its obligation hereunder.

18. ARBITRATION

If any difference shall arise between the Company or the Insureds and the Insurer as to the amount to be paid under this policy, such difference shall be referred to the decision of two arbitrators, one to be appointed in writing by each of the parties; or in case the arbitrators do not agree, such difference shall be referred to the decision of an umpire to be appointed in writing by the arbitrators.

Each party shall bear the expenses of its own arbitrator and shall equally bear other expenses including the expense of the umpire.

19. DECLARATIONS

By acceptance of this policy, the Named Insured and its Directors and Officers agree that the statements made in the application and all attachments thereto are true and accurate and this policy has been issued in reliance thereof and this policy embodies all agreements between the Named Insured or its Directors and Officers and the Insurer or any of their agents relating to this insurance.

IN WITNESS WHEREOF, the Company has caused this policy to be signed by its president and manager, but this policy shall not valid unless countersigned on the Declarations page by a duly authorized representative of the Company.



Yonjo Choi

MANAGER



JEONG-NAM KIM

PRESIDENT

Jeongnam Kim
JEONG-NAM KIM

Yonjo Choi
Yonjo Choi

COMPREHENSIVE 3D POLICY DECLARATIONS

Issued by DB INSURANCE CO., LTD.

- 1. Policy Number : 20220505251-0001
- 2. Named Insured : **Guam Waterworks Authority**
Address : **P.O. Box 3010, Hagatna, Guam 96932**
- 3. Policy Period : Effective from 12:01 a.m. on **05/01/2022** To 12:01 a.m. on **05/01/2027** or the effective date of the cancellation or termination of this policy, standard time at the principal address as to each of said dates

4. PREMIUMS AND TABLE OF LIMITS OF LIABILITY

The insurance afforded is only with respect to such of the following insuring agreements as are indicated by specific premium charge or charges. The limit of the Company's liability against each such insuring agreement shall be as stated herein, subject to all the terms of the policy having reference thereto.

INSURING AGREEMENTS	LIMIT OF LIABILITY	PREMIUMS
Aggregate		
I. Employee Dishonesty Coverage-Form A	\$1,000,000.00	\$13,487.00
II. Loss Inside the Premises Coverage	\$100,000.00	Included
III. Loss Outside the Premises Coverage	\$100,000.00	Included
IV. Money Orders and Counterfeit Paper Currency Coverage	\$100,000.00	Included
V. Depositors Forgery Coverage if added by endorsement	\$100,000.00	Included
VI. Cheque Forgery	\$100,000.00	Included
VII. Third Party Computer Fraud	\$100,000.00	Included
VIII. Costs	\$100,000.00	Included
Total Premium	\$13,487.00 x5	

- 5. ENDORSEMENTS : The liability of the Company is subject to the terms of the following endorsements attached hereto:

Territory, Jurisdiction, Cancellation Clause, Cyber Incident Exclusion, Exclusion of Certified Acts of Terrorism, Multi-Year Policy Endorsement, Payment Schedule Agreement

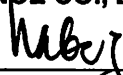
- 6. Deductible : **\$50,000.00** for all sections of coverage except in respects of Loss Inside Premises Coverage & Loss Outside Premises Coverage which will be **\$10,000.00**

7. The Insured by the acceptance of this policy gives notice to the Company terminating or canceling prior bond(s) or policy (ies) number(s), if any, listed below, such termination or cancellation to be effective as of the time this policy becomes effective:

IN WITNESS WHEREOF, the company has caused this policy to be signed by its duly authorized representative.

DB INSURANCE CO., LTD.

Date: 05/17/2022

By: 
 Authorized Representative
 Moylan's Insurance Underwriters, Inc.
 General Agent

Endorsement attached to and forming part of

Policy No. 20220505251-0001

Effective Date: May 01, 2022

Named Insured: Guam Waterworks Authority

TERRITORY

It is understood and agreed that, notwithstanding anything to the contrary in this policy or its endorsements, this policy applies to Guam.

Nothing herein contained shall be held to vary, alter, waive or change any of the terms, limits or conditions of the Policy, except as hereinafter set forth.

This endorsement is effective 05/01/2022

Attached to and forming part of Policy No. 20220505251-0001 of DB Insurance Co., Ltd.

Date Issued: 05/17/2022

By: 
Moylan's Insurance Underwriters, Inc.
General Agent

Endorsement attached to and forming part of

Policy No. 20220505251-0001

Effective Date: May 01, 2022

Named Insured: Guam Waterworks Authority

JURISDICTION

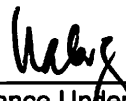
It is understood and agreed that, notwithstanding anything to the contrary in this policy or its endorsements, this insurance shall be governed by and construed in accordance with the laws of Guam and the exclusive jurisdiction of the USA including Guam Courts. The seat of arbitration shall be Guam.

Nothing herein contained shall be held to vary, alter, waive or change any of the terms, limits or conditions of the Policy, except as hereinafter set forth.

This endorsement is effective 05/01/2022

Attached to and forming part of Policy No. 20220505251-0001 of DB Insurance Co., Ltd.

Date Issued: 05/17/2022

By: 
Moylan's Insurance Underwriters, Inc.
General Agent

Endorsement attached to and forming part of

Policy No. 20220505251-0001

Effective Date: May 01, 2022

Named Insured: Guam Waterworks Authority

CANCELLATION CLAUSE

It is understood and agreed that, notwithstanding anything to the contrary in this policy or its endorsements, if Underwriters desire to cancel this policy, other than for non-payment, they shall give not less than ninety (90) days prior written notice by email and Certified Mail to:

Miguel C. Bordallo, P.E.
General Manager
Guam Waterworks Authority
Ste 200, Gloria B. Nelson Public Service Building
688 Route 15
Mangilao, Guam 96913
Email: mcbordallo@guamwaterworks.org

Nothing herein contained shall be held to vary, alter, waive or change any of the terms, limits or conditions of the Policy, except as hereinafter set forth.

This endorsement is effective 05/01/2022

Attached to and forming part of Policy No. 20220505251-0001 of DB Insurance Co., Ltd.

Date Issued: 05/17/2022

By: 
Moylan's Insurance Underwriters, Inc.
General Agent

**Cyber Incident Exclusion Clause - LMA5272
(Casualty Insurance)**

1. Notwithstanding any provision to the contrary within this insurance agreement or any endorsement thereto, this insurance agreement excludes any Cyber Loss.
2. If the Insurer alleges that by reason of this exclusion any Cyber Loss sustained by the Insured is not covered by this insurance agreement, the burden of proving the contrary shall be upon the Insured.

Definitions


3. Cyber Loss means all actual or alleged loss, damage, liability, injury, compensation, sickness, disease, death, medical payment, claim, cost, defense cost, expense or any other amount incurred by or accruing to the Insured, including but not limited to any mitigation cost or statutory fine or penalty, directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Incident.
4. Cyber Incident means:
 - 4.1.1 an unauthorized or malicious act or series of related unauthorized or malicious acts, regardless of time and place, or the threat or hoax thereof; and/or
 - 4.1.2 a failure to act, any error or omission or accident or series of related failures to act, errors or omissions or accidents; and/or
 - 4.1.3 a breach of duty, statutory duty or regulatory duty or trust or series of related breaches of duty, statutory duty or regulatory duty or trust; involving access to, processing of, use of or operation of any Computer System or any data by any person or group(s) of persons.
5. Computer System means any computer, hardware, software, information technology and communications system or electronic device, including any similar system or any configuration of the aforementioned and including any associated input, output or data storage device, networking equipment or back up facility.

All other terms and conditions of the policy shall remain unaltered.

This endorsement is effective on the date of inception of the policy to which this form is made a part of.

DB INSURANCE CO., LTD.

Date Issued: 05/17/2022

By: 
Authorized Representative
Moylan's Insurance Underwriters, Inc.
General Agent

EXCLUSION OF CERTIFIED ACTS OF TERRORISM

This insurance does not apply to TERRORISM, including injury or damage arising, directly or indirectly, out of a "certified act of terrorism".

"Certified act of terrorism" means an act that is certified by the Secretary of Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism and Risk Insurance Act of 2002. The criteria contained in that Act for a "certified act of terrorism" includes the following:

1. The act resulted in aggregate losses in excess of \$5 million; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed on behalf of any foreign person or foreign interest, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

This endorsement fulfills the requirements of the U.S. Terrorism Risk Insurance Act of 2002.

Effective 05/01/2022

All other terms and conditions remain unaltered.

Attached to and forming part of Policy No. 20220505251-0001

issued to Guam Waterworks Authority

effective 05/01/2022

Date: 05/17/2022

DB Insurance Co., Ltd.

By: 
Authorized Representative
Moylan's Insurance Underwriters, Inc.
General Agent

Name Insured: Guam Waterworks Authority

Policy No. 20220505251-0001

MULTI-YEAR POLICY ENDORSEMENT

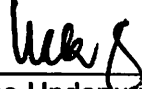
In consideration of the 17.5% Term Discount given the Insured for the Five (5) years term of this policy, it is hereby understood and agreed that:

- (A) In the event the insured elects to have policy cancelled before the expiry of the 5 Year (5) year term, the insured shall refund to the company the equivalent of the 17.5% discount on the premium earned; such earned premium to be computed short rate on the gross annual premium, when cancellation is effected other than on the annual anniversary date of the policy.
- (B) In the event the company cancels the policy before the expiry of The 5 Year (5) year term, the insured shall not be obligated to refund any part of the 17.5% term discount. Any earned premium shall be computed on pro rata basis.

All other policy terms and conditions remain unaltered.

DB INSURANCE CO., LTD.

Effective Date: 05/01/2022

By: 
Moylan's Insurance Underwriters, Inc.
General Agent

Payment Schedule Agreement

Insured's Name: Guam Waterworks Authority

Installment No.	Amount Due	Due Date May 01, 2022 to May 01, 2023	Due Date May 01, 2023 to May 01, 2024	Due Date May 01, 2024 to May 01, 2025	Due Date May 01, 2025 to May 01, 2026	Due Date May 01, 2026 to May 01, 2027
Beginning Balance	\$13,487.00	\$13,487.00	\$13,487.00	\$13,487.00	\$13,487.00	\$13,487.00
1	\$13,487.00	\$13,487.00	\$13,487.00	\$13,487.00	\$13,487.00	\$13,487.00

By acknowledging this Payment Schedule Agreement ("Agreement"), the Insured understands and agrees that failure to make payments according to the Agreement shall cause the entire unpaid balance to become due.

In the event it becomes necessary to retain the services of an attorney in our collection efforts, the Insured agrees to pay any and all attorney's fees equivalent to 15% of the unpaid balance.

Any unpaid balance shall be assessed interest at the rate of 12% per annum.

The Insured further understands and agrees that if a Total Loss claim is filed against the policy, the premium balance will be deducted from the loss proceeds. For Partial Losses, the payment schedule will remain the same. Where the payment schedule has not been followed and a claim has been filed, the Insured agrees that premium payments must be paid in FULL prior to settlement.

Nothing contained in this Agreement shall be construed to vary, alter, waive or change any of the terms, limits or conditions of the policy except as set forth herein.

This Agreement is effective 05/01/2022

This Agreement shall be attached to and shall form part of Policy No. 20220505251-0001 issued by DB Insurance Co., Ltd.

DB Insurance Co. Ltd.
By: Moylan's Insurance Underwriters, Inc.
General Agent

Insured:
Guam Waterworks Authority



Authorized Signature
Date: **05/17/2022**

Signature of Insured
Date: **05/17/2022**

Comprehensive 3D Insurance Policy



Moylan's Insurance Underwriters, Inc.

424 W O BRIEN DR, STE 102, HAGATNA, GUAM 96910

TEL : (671) 477-8613 / 7500 / 8616

E-MAIL : agana@moylans.net FAX : (671) 477-1837

General Agent for :



DB Insurance Co., Ltd.
Seoul, Korea

PLEASE READ YOUR POLICY. If incorrect return for immediate correction.
Carefully note condition requiring immediate notice of every occurrence, claim or suit.
Loss, if any, please notify : Equitable Adjusting & Service at 477-7514

The Company agrees with the Insured named in the Declarations made a part hereof, in consideration of the premium and subject to the Declarations made a part hereof, the Insuring Agreements, Conditions and Limitations and other terms of this policy, to pay the Insured for:

INSURING AGREEMENTS

- I. Employee Dishonesty Coverage – Form A. Loss of Money, Securities and other property which the Insured shall sustain, to an amount not exceeding in the aggregate the amount stated in the Table of Limits of Liability applicable to this Insuring Agreements I, resulting directly from one or more fraudulent or dishonest acts committed by an Employee, acting alone or in collusion with others.

Dishonest or fraudulent acts as used in this Insuring Agreement shall mean only dishonest or fraudulent acts committed by such Employee with the manifest intent:

- (a) to cause the Insured to sustain such loss; and
- (b) to obtain financial benefit for the Employee, or for any other person or organization intended by the Employee to receive such benefit, other than salaries, commissions, fees, bonuses, promotions, awards; profit sharing, pensions or other employee benefits earned in the normal course of employment.

- II. Loss Inside the Premises Coverage. Loss of Money and Securities by the actual destruction, disappearance or wrongful abstraction thereof within the Premises or within any Banking Premises or similar recognized places of safe deposit. Loss of (a) other property by Safe Burglary or Robbery within the Premises or attempt thereat, and (b) a locked cash drawer, cash box or cash register by felonious entry into such container within the Premises or attempt thereat or by felonious abstraction of such container from within the Premises or attempt thereat.

Damage to the Premises by such Safe Burglary, Robbery or felonious abstraction, or by or following burglarious entry into the Premises or attempt thereat, provided with respect to damage to the Premises the Insured is the owner thereof or is liable for such damage.

- III. Loss Outside the Premises Coverage. Loss of Money and Securities by the actual destruction, disappearance or wrongful abstraction thereof outside the Premises while being conveyed by a Messenger or any armored motor vehicle company, or while within the living quarters in the home of any Messenger.

Loss of other property by Robbery or attempt thereat outside the Premises while being conveyed by a Messenger or any armored motor vehicle company, or by theft while within the living quarters in the home of any Messenger.

- IV. Money Orders and Counterfeit Paper Currency Coverage. Loss due to the acceptance in good faith, in exchange for merchandise, Money or services, of any post office or express money order, issued or purporting to have been issued by any post office or express company, if such money order is not paid upon presentation, or due to the acceptance in good faith in the regular course of business of counterfeit United States or Canadian paper currency.

- V. Depositors Forgery Coverage. Loss which the Insured or any bank which is included in the Insured's proof of loss and in which the Insured carries a checking or savings account, as their respective interests may appear, shall sustain through forgery or alteration of, on or in any check, draft, promissory note, bill of exchange, or similar written promise, order or direction to pay a sum certain in money, made or drawn by one acting as agent of the Insured, or purporting to have been made or drawn as hereinbefore set forth, including

- (a) any check or draft made or drawn in the name of the Insured, payable to a fictitious payee and endorsed in the name of such fictitious payee;

- (b) any check or draft procured in a face to face transaction with the Insured, or with one acting as agent of the Insured, by anyone impersonating another and made or drawn payable to the one so impersonated and endorsed by anyone other than the one so impersonated; and
- (c) any payroll check, payroll draft or payroll order made or drawn by the Insured, payable to bearer as well as to a named payee and endorsed by anyone other than the named payee without authority from such payee; whether or not any endorsement mentioned in (a), (b) or (c) be a forgery within the law of the place controlling the construction thereof.

Mechanically reproduced facsimile signatures are treated the same as handwritten signatures.

The Insured shall be entitled to priority of payment over loss sustained by any bank aforesaid. Loss under this Insuring Agreement, whether sustained by the Insured or such bank, shall be paid directly to the Insured in its own name, except in cases where such bank shall have already fully reimbursed the Insured for such loss. The liability of the Company to such bank for such loss shall be a part of and not in addition to the amount of insurance applicable to the Insured's office to which such loss would have been allocated had such loss been sustained by the Insured.

If the Insured or such bank shall refuse to pay any of the foregoing instruments are forged or altered, and such refusal shall result in suit being brought against the Insured or such bank to enforce such payment and the Company shall give its written consent to the defense of such suit, then any reasonable attorneys' fees, court costs, or similar legal expenses incurred and paid by the Insured or such bank in such defense shall be constructed to be a loss under this Insuring Agreement and the liability of the Company for such loss shall be in addition to any other liability under this Insuring Agreement.

GENERAL AGREEMENTS

- A. Consolidation – Merger. If, through consolidation or merger with, or purchase of assets of, some other concern, any persons shall become Employees or if the Insured shall thereby acquire the use and control of any additional Premises, the insurance afforded by this Policy shall also apply as respects such Employees and Premises, provided the Insured shall give the Company written notice thereof within thirty days thereafter and shall pay the Company an additional premium computed pro rata from the date of such consolidation, merger or purchase to the end of the current premium period.
- B. Joint Insured. If more than one Insured is covered under this Policy, the Insured first named shall act for itself and for every other Insured for all purposes of this Policy. Knowledge possessed or discovery made by any Insured or by any partner or officer thereof shall, for the purposes of Sections 7, 8 and 15 constitute knowledge possessed or discovery made by every Insured. Cancellation of the insurance hereunder as respects any Employee as provided in Section 15 shall apply to every Insured. If, prior to the cancellation or termination of this Policy, this Policy or any Insuring Agreement hereof is canceled or terminated as to any Insured, there shall be no liability for any loss sustained by such Insured unless discovered within one year from the date of such cancellation or termination. Payment by the Company to the Insured first named of any loss under this Policy shall fully release the Company on account of such loss. If the Insured first named ceases for any reason to be covered under this Policy, then the Insured next named shall thereafter be considered as the Insured first named for all purposes of this Policy.

ATTACH "DECLARATIONS" PAGE AND ENDORSEMENTS HERE

This is not a complete and valid contract without an accompanying DECLARATIONS PAGE FK 50 properly executed.

SHORT RATE CANCELLATION TABLE

FOR TERM OF ONE YEAR

Days Bond In Force	Percent of Ann. Prem. to be Charged	Days Bond In Force	Percent of Ann. Prem. to be charged	Days Bond In Force	Percent of Ann. Prem. to be charged	Days Bond In Force	Percent of Ann. Prem. to be charged	Days Bond In Force	Percent of Ann. Prem. to be charged	Days Bond In Force	Percent of Ann. Prem. to be charged
1	5%	37-40	21%	95-98	37%	154-156	53%	219-223	69%	292-296	85%
2	6	41-43	22	99-102	38	157-160	54	224-228	70	297-301	86
3-4	7	44-47	23	103-105	39	161-164	55	229-232	71	302-305	87
5-6	8	48-51	24	106-109	40	165-167	56	233-237	72	306-310	88
7-8	9	52-54	25	110-113	41	168-171	57	238-241	73	311-314	89
9-10	10	55-58	26	114-116	42	172-175	58	242-246	74	315-319	90
11-12	11	59-62	27	117-120	43	176-178	59	247-250	75	320-323	91
13-14	12	63-65	28	121-124	44	179-182	60	251-255	76	324-328	92
15-16	13	66-69	29	125-127	45	183-187	61	256-260	77	329-332	93
17-18	14	70-73	30	128-131	46	188-191	62	261-264	78	333-337	94
19-20	15	74-76	31	132-135	47	192-196	63	265-269	79	338-342	95
21-22	16	77-80	32	136-138	48	197-200	64	270-273	80	343-346	96
23-25	17	81-83	33	139-142	49	201-205	65	274-278	81	347-351	97
26-29	18	84-87	34	143-146	50	206-209	66	279-282	82	352-355	98
30-32	19	88-91	35	147-149	51	210-214	67	283-287	83	356-360	99
33-36	20	92-94	36	150-153	52	215-218	68	288-291	84	361-365	100

FOR TERM OF THREE YEARS

Percent of Premium to be Charged			Percent of Premium to be Charged			Percent of Premium to be Charged			Percent of Premium to be Charged		
Time Days	Paid in Advance	Inst. Basis	Time Days	Paid in Advance	Inst. Basis	Time Days	Paid in Advance	Inst. Basis	Time Days	Paid in Advance	Inst. Basis
365	40.0000%	38.0953%	546	54.8782%	53.4441%	730	70.0030%	69.0473%	911	84.8812%	84.3961%
396	42.5482	40.7241	577	57.4264	56.0729	761	72.5512	71.6761	942	87.4294	87.0249
424	44.8498	43.0985	608	59.9746	58.7017	789	74.8528	74.0505	973	89.9776	89.6537
455	47.3980	45.7273	638	62.4406	61.2457	820	77.4010	76.6793	1003	92.4436	92.1977
485	49.8640	48.2713	669	64.9888	63.8745	850	79.8670	79.2233	1033	94.9096	94.7417
516	52.4122	50.9001	699	67.4548	66.4185	881	82.8521	81.8521	1064	97.4578	97.3705

For each intermediate day not included in the above table, add to the appropriate percentages above, before applying to three-year premium, the following:

(a) .0822%, when premium is on a "Paid in Advance" basis. (b) .0848%, when premium is on "Installment" basis.

The foregoing table cannot be used on term bonds that do not have the same rate or premium factors throughout the full term. In such case the earned premium shall be arrived at as follows:

1. Determine full annual premium as for a bond written for a term of one year.
2. Deduct such premium from the full bond premium, and on the remainder calculate the pro rata earned premium on the basis of the ratio of the length of time beyond one year for which the bond was originally written.
3. Add premium produced in accordance with items (1) and (2) to obtain earned premium during full period bond has been in force.

Note: On term bonds in force for 12 months or less, apply the standard short rate table for one year to a full annual premium determined as for a bond written for a term of one year.

GENERAL AGREEMENTS (Continued)

- C. Loss Under Prior Bond or Policy. If the coverage of an Insuring Agreement of this Policy, other than Insuring Agreement V, is substituted for any prior bond or policy of insurance carried by the Insured or by any predecessor in interest of the Insured, which prior bond or policy is terminated, canceled or allowed to expire as of the time of such substitution, the Company agrees that such insuring Agreement applies to loss which is discovered as provided in Section 1 of the Conditions and Limitations and which would have been recoverable by the Insured or such predecessor under such prior bond or policy except for the fact that the time within which to discover loss there under had expired; provided:
- (1) the insurance under this General Agreement C shall be a part of and not in addition to the amount of insurance afforded by the applicable Insuring Agreement of this Policy;
 - (2) such loss would have been covered under such Insuring Agreement had such Insuring Agreement with its agreements, conditions and limitations as of the time of such substitution been in force when the acts or events causing such loss were committed or occurred; and
 - (3) recovery under such Insuring Agreement on account of such loss shall in no event exceed the amount which would have been recoverable under such Insuring Agreement in the amount for which it is written as of the time of such substitution, had such insuring Agreement been in force when such acts or events were committed or occurred, or the amount which would have been recoverable under such prior bond or policy had such prior bond or policy continued in force until the discovery of such loss, if the later amount be smaller.

Insuring Agreement V shall also cover loss sustained by the Insured at any time before the termination or cancellation of Insuring Agreement V, which would have been recoverable under the coverage of some similar form of forgery insurance (exclusive of fidelity insurance) carried by the Insured or any predecessor in interest of the Insured, had such prior forgery insurance given all of the coverage afforded under Insuring Agreement V; provided, with respect to loss covered by this paragraph:

- (a) the coverage of Insuring Agreement V is substituted on or after the date hereof for such prior forgery coverage and the insured or such predecessor, as the case may be, carried such prior forgery coverage on the office at which such loss was sustained continuously from the time such loss was sustained to the date the coverage of Insuring Agreement V was substituted therefore;
- (b) at the time of discovery of such loss, the period for discovery of loss under all such prior forgery insurance has expired; and
- (c) if the amount of insurance carried under Insuring Agreement V applicable to the office at which such loss is sustained is larger than the amount applicable to such office under such prior forgery insurance, and in force at the time such loss is sustained, then liability hereunder for such loss shall not exceed the small amount.

CONDITIONS AND LIMITATIONS

Section 1. Policy Period, Territory, Discovery. Loss is covered under this Policy only if discovered not later than one year from the end of the Policy Period.

Subject to General Agreement C:

- (a) this Policy, except under Insuring Agreements I and V, applies only to loss which occurs during this Policy Period within any of the States of the United States of America, the District of Columbia, Virgin Islands, Puerto Rico, Canal Zone or Canada;
- (b) Insuring Agreement I applies only to loss sustained by the Insured through fraudulent or dishonest acts committed during the Policy Period by any of the Employees engaged in the regular service of the Insured within the territory designated above or while such Employees are elsewhere for a limited period;
- (c) Insuring Agreement V applies only to loss sustained during the Policy Period.

Section 2. Exclusions. This Policy does not apply:

- (a) to loss due to any fraudulent, dishonest, or criminal act by any Insured or a partner therein, whether acting alone or in collusion with others;
- (b) under Insuring Agreement I, to loss, or that part of any loss, as the case may be, the proof of which, either as to its factual existence or as to its amount, is dependent upon an inventory computation or a profit and loss computation;
- (c) under Insuring Agreements II and III, to loss due to any fraudulent, dishonest or criminal act by an Employee, director, trustee or authorized representative of any Insured, while working or otherwise and whether acting alone or in collusion with others; provided, this Exclusion does not apply to Safe Burglary or Robbery or attempt thereof;
- (d) under Insuring Agreements II and III, to loss due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing;
- (e) under Insuring Agreements II and III, to loss (1) due to the giving or surrendering of Money or Securities in any exchange or purchase; (2) due to accounting or arithmetical errors or omissions; or (3) of manuscripts, books of account or records;
- (f) under Insuring Agreement II, to loss of Money contained in coin operated amusement devices or vending machines, unless the amount of Money deposited within the device or machine is recorded by a continuous recording instrument therein;
- (g) under Insuring Agreement III, to loss of insured property while in the custody of any armored motor vehicle company, unless such loss is in excess of the amount recovered or received by the Insured under (1) the Insured's contract with said armored motor vehicle company, (2) insurance carried by said armored motor vehicle company for the benefit of users of its service, and (3) all other insurance and indemnity in force in whatsoever form carried by or for the benefit of users of said armored motor vehicle company's service, and then this Policy shall cover only such excess;
- (h) under Insuring Agreements II and III, to loss due to nuclear reaction, nuclear radiation or radioactive contamination, or to any act or condition incident to any of the foregoing;
- (i) under Insuring Agreement II, to loss, other than to money, securities, safe or vault, by fire whether or not such fire is caused by, contributed to by or arises out of the occurrence of a hazard insured against;
- (j) except as may be specifically stated to the contrary in the policy or any applicable Endorsement, to the defense of any legal proceeding brought against the Insured, or to fees, costs or expenses incurred or paid by the Insured in prosecuting or defending any legal proceeding whether or not such proceeding results or would result in a loss to the Insured covered by this policy;
- (k) in addition to the existing Exclusions in the policy, to (1) potential income, including but not limited to interest and dividends, not realized by the Insured because of a loss covered under this Policy. (2) all damages of any type for which the Insured is legally liable, except direct compensatory damages arising from a loss covered under this Policy. (3) all costs, fees, and other expenses incurred by the Insured in establishing the existence of or amount of loss covered under this Policy.

CONDITIONS AND LIMITATIONS (Continued)

Section 3. Definitions. The following terms, as used in this Policy, shall have the respective meanings stated in this Section:

"Money" means currency, coins, bank notes and bullion; and travelers checks, register checks and money orders held for sale to the public.

"Securities" means all negotiable and non-negotiable instruments or contracts representing either Money or other property and includes revenue and other stamps in current use, tokens and tickets, but does not include Money.

"Employee" means any natural person (except a director or trustee if the Insured, if a corporation, who is not also an officer or employee thereof in some other capacity) while in the regular service of the Insured in the ordinary course of the Insured's business during the Policy Period and whom the Insured compensates by salary, wages or commissions and has the right to govern and direct in the performance of such service, does not mean any broker, factor, commission merchant, consignee, contractor or other agent or representative of the same general character. As applied to loss under Insuring Agreement I, the above words "while in the regular service of the Insured" shall include the first 30 days thereafter; subject, however, to Sections 15 and 16.

"Premises" means the interior of that portion of any building, which is occupied by the Insured in conducting its business.

"Banking Premises" means the interior of that portion of any building, which is occupied by a banking institution in conducting its business.

"Messenger" means the Insured or a partner of the Insured or any Employee who is duty authorized by the Insured to have the care and custody of the insured property outside the Premises.

"Custodian" means the Insured or a partner of the Insured or any Employee who is duly authorized by the Insured to have the care and custody of the insured property within the Premises, excluding any person while acting as a watchman, porter or janitor.

"Robbery" means the taking of insured property (1) by violence inflicted upon a Messenger or a Custodian; (2) by putting him in fear of violence; (3) by any other overt felonious act committed in his presence and of which he was actually cognizant, provided such other act is not committed by a partner or Employee of the Insured; (4) from the person or direct care and custody of a Messenger or custodian who has been killed or rendered unconscious; or (5) under Insuring Agreement II, (a) from within the Premises by means of compelling a Messenger or Custodian by violence or threat of violence while outside the Premises to admit a person into the Premises or to furnish him with means of ingress into the Premises, or (b) from a showcase or show window within the Premises while regularly open for business, by a person who has broken the glass thereof from outside the Premises.

"Safe Burglary" means (1) the felonious abstraction of insured property from within a vault or safe, the door of which is equipped with a combination lock, located within the Premises by a person making felonious entry into such vault or such safe and any vault containing the safe, when all doors thereof are duly closed and locked by all combination locks thereon, provided such entry shall be made by actual force and violence, of which force and violence there are visible marks made by tools, explosives, electricity or chemicals upon the exterior of (a) all of said doors of such vault or such safe and any vault containing the safe, if entry is made through such doors, or (b) the top, bottom or walls of such vault or such safe and any vault containing the safe through which entry is made, if not made through such doors, or (2) the felonious abstraction of such safe from within the Premises.

"Loss", except under Insuring Agreement I and V, includes damage.

Section 4. Loss Caused by Unidentifiable Employees. If a loss is alleged to have been caused by the fraud or dishonesty of any one or more of the Employees and the Insured shall be unable to designate the specific Employee or Employees causing such loss, the Insured shall nevertheless have the benefit of Insuring Agreement I, subject to the provisions of Section 2(b) of this Policy, provided that the evidence submitted reasonably proves that the loss was in fact due to the fraud or dishonesty of one or more of the said Employees, and provided, further, that the aggregate liability of the Company for any such loss shall not exceed the Limit of Liability applicable to Insuring Agreement I.

Section 5. Ownership of Property; Interests Covered. The insured property may be owned by the Insured, or held by the Insured in any capacity whether or not the Insured is liable for the loss thereof, or may be property as respects which the Insured is legally liable; provided, Insuring Agreements II, III and IV apply only to the interest of the Insured in such property, including the Insured's liability to others, and do not apply to the interest of any other person or organization in any of said property unless included in the Insured's proof of loss, in which event the third paragraph of Section 8 is applicable to them.

Section 6. Books and Records. The Insured shall keep records of all the insured property in such manner that the Company can accurately determine there from the amount of loss.

Section 7. Prior Fraud, Dishonesty or Cancellation. The coverage of Insuring Agreement I shall not apply to any Employee from and after the time that the Insured or any partner or officer thereof not in collusion with such Employee shall have knowledge or information that such Employee has committed any fraudulent or dishonest act in the service of the Insured or otherwise, whether such act be committed before or after the date of employment by the Insured. If, prior to the issuance of this Policy, any fidelity insurance in favor of the Insured and covering one or more of the Insured's Employees by reason of giving of written notice of cancellation by the insurer issuing such fidelity insurance, whether the Company or not, and if such Employees shall not have been reinstated under the coverage of said fidelity insurance or superseding fidelity insurance, the Company shall not be liable on account of such Employees unless the Company shall agree in writing to include such Employees within the coverage of Insuring Agreement I.

Section 8. Loss-Notice-Proof-Action Against Company. Upon knowledge or discovery of loss or of an occurrence which may give rise to a claim for loss, the Insured shall: (a) give notice thereof as soon as practicable to the Company or any of its authorized agents and except under Insuring Agreements I and V, also to the police if the loss is due to a violation of law; (b) file detailed proof of loss, duly sworn to, with the Company within four months after the discovery of loss. Proof of loss under Insuring Agreement V shall include the instrument which is the basis of claim for such loss, or if it shall be impossible to file such instrument, the affidavit of the Insured or the Insured's bank of deposit setting forth the amount and cause of loss shall be accepted in lieu thereof. Upon the Company's request, the Insured shall submit to examination by the Company, subscribe the same, under oath if required, and produce for the Company's

examination all pertinent records, all at such reasonable times and places as the Company shall designate, and shall cooperate with the Company in all matters pertaining to loss or claims with respect thereto. No action shall lie against the Company unless, as a condition precedent thereto, there shall have been full compliance with all the terms of this Policy, nor until ninety days after the required proofs of loss have been filed with the Company, nor at all unless commenced within two years from the date when the Insured discovers the loss. If any limitation of time for notice of loss or any legal proceeding herein contained is shorter than that permitted to be fixed by agreement under any statute controlling the construction of this Policy, the shortest permissible statutory limitation of time shall govern and shall supersede the time limitation herein stated.

Section 9. Valuation-Payment-Replacement. In no event shall the Company be liable as respects Securities for more than the actual cash value thereof at the close of business on the business day next preceding the day on which the loss was discovered, nor as respects other property, for more than the actual cash value thereof at the time of loss; provided, however, the actual cash value of such other property held by the Insured as a pledge, or as collateral for an advance or a loan, shall be deemed not to exceed the value of property as determined and recorded by the Insured when making the advance or loan, nor, in the absence of such record, the unpaid portion of the advance or loan plus accrued interest thereon at legal rates. The Company may, with the consent of the Insured, settle any claim for loss of property with the owner thereof. Any property for which the Company has made indemnification shall become the property of the Company. In case of damage to the Premises or loss of property other than Securities, the Company shall not be liable for more than the actual cash value of such property, or for more than the actual cost of repairing such Premises or property or of replacing same with property or material of like quality and value. The Company may, at its election, pay such actual cash value, or make such repairs or replacements. If the Company and the Insured cannot agree upon such cash value or such cost of repairs or replacements, such cash value or such cost shall be determined by arbitration.

Section 10. Recoveries. If the Insured shall sustain any loss covered by this Policy which exceeds the applicable amount of insurance hereunder, the Insured shall be entitled to all recoveries (except from surety ship, insurance, reinsurance, security or indemnity taken by or for the benefit of the Company) by whomsoever made, on account of such loss under this Policy until fully, reimbursed, less the actual cost of effecting the same; and any remainder shall be applied to the reimbursement of the Company.

Section 11. Limits of Liability. Payment of loss under Insuring Agreement I or V shall not reduce the Company's liability for other losses under the applicable Insuring Agreement whenever sustained. The Company's total liability (a) under Insuring Agreement I for all loss caused by any Employee or in which such Employee is concerned or implicated or (b) under Insuring Agreement V for all loss by forgery or alteration committed by any person or in which such person is concerned or implicated, whether such forgery or alteration involves one or more instruments, is limited to the applicable amount of insurance specified in the Table of Limits of Liability or endorsement amendatory thereto. The liability of the Company for loss sustained by any or all of the Insured shall not exceed the amount for which the Company would be liable had all such loss been sustained by any of the Insured. Except under Insuring Agreements I and V, the applicable limit of liability stated in the Table of Limits of Liability is the total limit of the Company's liability with respect to all loss of property of one or more persons or organizations arising out of any one occurrence. All loss incidental to an actual or attempted fraudulent, dishonest or criminal act or series of related acts at the Premises, whether committed by one or more persons, shall be deemed to arise out of one occurrence. Regardless of the number of years this Policy shall continue in force and the number of premiums which shall be payable or paid, the limit of the Company's liability as specified in the Table of Limits of Liability shall not be cumulative from year to year or period to period.

Section 12. Limit of Liability Under This Policy and Prior Insurance. This Section shall apply only to Insuring Agreements I and V. With respect to loss caused by any person (whether one of the Employees or not) or in which such person is concerned or implicated or which is chargeable to any Employee as provided in Section 4 and which occurs partly during the Policy Period and partly during the period of other bonds or policies issued by the Company to the Insured or to any predecessor in interest of the Insured and terminated or canceled or allowed to expire and in which the period for discovery has not expired at the time any such loss there under is discovered, the total liability of the Company under this Policy and under such other bonds or policies shall not exceed, in the aggregate, the amount carried under the applicable Insuring Agreement of this Policy on such loss or the amount available to the Insured under such other bonds or policies, as limited by the terms and conditions thereof, for any such loss, if the latter amount be the larger.

Section 13. Other Insurance. If there is available to the Insured any other insurance or indemnity covering any loss covered by Insuring Agreement I or V, the Company shall be liable hereunder only for that part of such loss which is in excess of the amount recoverable or recovered from such other insurance or indemnity, except that if such other insurance or indemnity is a bond or policy of fidelity insurance, any loss covered under both such fidelity insurance and Insuring Agreement V. Any loss covered under both Insuring Agreements I and V shall first be paid under Insuring Agreement V and the excess, if any, shall be paid under Insuring Agreement I. The Company waives any right of contribution which it may have against any forgery insurance carried by any depository bank which is indemnified under Insuring Agreement V. Under any other Insuring Agreement, if there is any valid and collectible insurance which would apply in the absence of such Insuring Agreement, the insurance under this Policy shall apply only as excess insurance over such other insurance; provided, the insurance shall not apply (a) to property which is separately described and enumerated and specifically insured in whole or in part by any other insurance; or (b) to property otherwise insured unless such property is owned by the Insured.

Section 14. Subrogation. In the event of any payment under this Policy, the Company shall be subrogated to all the Insured's rights of recovery therefore against any person or organization and the Insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The Insured shall do nothing after loss to prejudice such rights.

Section 15. Cancellation as to Any Employee. Insuring Agreement I shall be deemed canceled as to any Employee: (a) immediately upon discovery by the Insured, or by any partner or officer thereof not in collusion with such Employee, of any fraudulent or dishonest act on the part of such Employee; or (b) at noon, standard time as aforesaid upon the effective date specified in a written notice mailed to the Insured. Such date shall be not less than fifteen days after the date of mailing. The mailing by the Company of notice as aforesaid to the Insured at the address shown in this Policy shall be sufficient proof of notice. Delivery of such written notice by the Company shall be equivalent of mailing.

Section 16. Cancellation of Policy or Insuring Agreement. This Policy or any Insuring Agreement may be canceled by the Insured by mailing to the Company written notice stating when thereafter the cancellation shall be effective. This Policy or any Insuring Agreement may be canceled by the Company by mailing to the Insured at the address shown in this Policy written notice stating when not less than fifteen days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The effective date of cancellation stated in the notice shall become the end of the Policy Period for any affected Insuring Agreement. Delivery of such written notice either by the Insured or by the Company shall be equivalent to mailing. If the Insured cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the Company cancels, earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

Section 17. No Benefit to Bailee. This Section shall apply only to Insuring Agreements II and III. The insurance provided by this Policy shall not inure directly or indirectly to the benefit of any carrier or other bailee for hire.

Section 18. Assignment. Assignment of interest under this Policy shall not bind the Company until its consent is endorsed hereon; if, however, the Insured shall die, this Policy shall cover the Insured's legal representative as Insured; provided that notice of cancellation addressed to the Insured named in the Declarations and mailed to the address shown in this Policy shall be sufficient notice to effect cancellation of this Policy.

Section 19. Changes. Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this Policy be waived or changed, except by endorsement issued to form a part of this Policy signed by a duly authorized officer or representative of the Company. By acceptance of this Policy the Insured agrees that it embodies all agreements existing between the Insured and the Company or any of its agents relating to this Insurance.

IN WITNESS WHEREOF, the Company designated on the Declarations Page has caused this policy to be signed by its President and Secretary, but this policy shall not be valid unless countersigned on the Declarations Page by a duly authorized representative of the Company.


Yonjo Choi

Manager


JEONG-NAM KIM

President

Automobile Policy Declaration

Issued by: DB Insurance Co., Ltd.

Policy Number :20220505064-0006 (KMA00145482-A12)

1. Named Insured :Guam Waterworks Authority

Address :P.O. Box 3010
Hagatna, Guam 96932

2. Policy Period: From 05/01/2023 To 05/01/2024 at 12:01 A.M. Standard Time

3. Coverage		Limit of Liability	Premium
A. Bodily Injury	- Each Person/Each Accident	Per Schedule	Per Schedule
B. Property Damage	- Each Accident	Per Schedule	Per Schedule
C. Medical Payments	- Each Person	Per Schedule	Per Schedule
D. Comprehensive	- Deductible	Per Schedule	Per Schedule
E. Collision	- Deductible	Per Schedule	Per Schedule
Uninsured Motorist	- Each Person/Each Accident	Per Schedule	Per Schedule
Personal Accident	- Each Person/Each Vehicle	Per Schedule	Per Schedule
Loss of Use		Per Schedule	Per Schedule
Towing Service	- Per Breakdown	Per Schedule	Per Schedule
Optional Coverage			
Typhoon	- Deductible	Per Schedule	Per Schedule
Passenger Risk	- Each Person/Each Accident	Per Schedule	Per Schedule

Total Premium: \$55,165.49
2% Assessment Fee: \$564.45
Total Policy Premium: \$55,729.94

"ACV" means Actual Cash Value

* Minimum. Earned Premium: Short Rate, but not less than \$30.00.

Discounts Applied:

Per Schedule

Endorsements Applicable :

Per Schedule

4. Your Covered Vehicle(s)

Year	Trade Name	Model	Body Type	Engine Vin #	Insured's Estimate of Value Including Accessories thereon
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Per Schedule

5. Loss Payee:


Per Schedule

6. Purpose of Use: **Business**

7. Geographical Area: **This Policy Covers the island of Guam.**

8. Notice of Accident or Loss - In the event of accident or loss covered hereunder, immediate notice is to be given to Equitable Adjusting & Service Company at (671)477-7514

Date Issued: April 28, 2023
CLT 5112/COV 53/AGT 70/UND 44/HFC

By: 
Authorized Representative
Moylan's Insurance Underwriters, Inc.
General Agent

Named Insured: Guam Waterworks Authority

SCHEDULE OF ENDORSEMENTS

Subject to the following clauses/riders or endorsements attached to and forming part of this policy:

- Coverage and Schedule of Vehicles
- Cancellation Clause
- Combined Single Limit of Liability
- Errors & Omissions Clause
- Exclusion of Certified Acts of Terrorism
- Guam Standard Provisions
- Hired Auto and Non-Owned Auto Liability
- Jurisdiction
- Newly Acquired and Substitute Vehicles
- Operator Waiver
- Racing, Pacemaking or Speed-Testing Waiver
- Under-Age Driver Waiver
- Uninsured Motorists - CA DB END 05 21
- Valid Drivers License Waiver
- Waiver of Sovereign Immunity
- Multi-Year Policy Endorsement
- Payment Schedule Agreement

Nothing herein contained shall be held to vary, alter, waive or change any of the terms, limits of conditions of the Policy except as herein above set forth.

This Endorsement is effective 05/01/2023

Attached to and forming a part of Policy No. 20220505064-0006 (KMA00145482-A12) of the DB Insurance Co., Ltd.

By: 
Moylan's Insurance Underwriters, Inc.
General Agent

Name Insured: Guam Waterworks Authority
 Policy No.: 20220505064-0006 (KMA00145482-A12)

COVERAGE AND SCHEDULE OF VEHICLES

	COVERAGE	LIMIT OF LIABILITY
A.	Bodily Injury - Each Person / Each Accident	\$2,000,000.00
B.	Property Damage - Each Accident	Combined Single Limit
C.	Medical Payments - Each Person	\$1,000.00
D.	Comprehensive - Deductible	NOT COVERED
E.	Collision - Deductible \$1,000.00	ACV
	Uninsured Motorists - Each Person / Each Accident	\$25,000.00 / \$50,000.00

SCHEDULE OF VEHICLES

VEHICLE NO.	YEAR	MAKE	MODEL	VIN NO.	ACTUAL CASH VALUE	ANNUAL PREMIUM
1	2011	FORD	F-150 P/U 4WD	1FTMF1EM7BFC81831	\$ -	\$ 150.98
2	1993	KENWORTH	TRACTOR TRUCK	1XKOD60XXRS617660	\$ -	\$ 150.98
3	1992	WALKER	WATER TANKER	1W9P82G26N1029887	\$ -	\$ 150.98
4	1992	WALKER	WATER TANKER	1W9P82G24N1029886	\$ -	\$ 150.98
5	1992	WALKER	WATER TANKER	1W9P82G28N1029888	\$ -	\$ 150.98
6	1992	WALKER	WATER TANKER	1W9P82G22N1029885	\$ -	\$ 150.98
7	1992	GMC	DEISEL TANKER	1GDM7H1J5NJ518041	\$ -	\$ 150.98
8	1992	FREIGHT LINER	TRUCK, VELOCITY	1FVHBXCS71HJ21974	\$ -	\$ 150.98
9	2002	ZIEMAN 4245-A	TRAILER	1ZCT35A2922P24324	\$ -	\$ 150.98
10	1992	TOYOTA	TACOMA 4X2	4TANL42N9NZ066026	\$ -	\$ 150.98
11	2005	FORD	RANGER	1FTYR10D35PA32344	\$ -	\$ 150.98
12	2005	FORD	RANGER	1FTYR10D55PA56824	\$ -	\$ 150.98
13	2005	FORD	RANGER	1FTYR10D35PA56823	\$ -	\$ 150.98
14	2005	FORD	RANGER	1FTYR10D25PA71846	\$ -	\$ 150.98
15	2006	NISSAN	XTERRA 4X4	5N1AN08W96C514544	\$ -	\$ 150.98
16	2000	NISSAN	PATHFINDER	JN8AR07Y8YW436050	\$ -	\$ 150.98
17	2002	TOYOTA	4RUNNER	JT3GN86R320234905	\$ -	\$ 150.98
18	2006	FORD	RANGER	1FTYR10D16PA58121	\$ -	\$ 150.98
19	2006	FORD	RANGER	1FTYR10D76PA42392	\$ -	\$ 150.98
20	2006	FORD	RANGER	1FTYR10D86PA58116	\$ -	\$ 150.98
21	2006	FORD	RANGER	1FTYR10DX6PA58117	\$ -	\$ 150.98
22	2006	FORD	RANGER	1FTYR10D36PA58119	\$ -	\$ 150.98
23	2006	FORD	RANGER	1FTYR10DX6PA58120	\$ -	\$ 150.98
24	2005	TOYOTA	TACOMA	5TETX22N15Z062429	\$ -	\$ 150.98
25	2007	FORD	RANGER	1FTYR10D17PA15254	\$ -	\$ 150.98
26	2007	FORD	RANGER	1FTYR10D97PA13008	\$ -	\$ 150.98
27	2000	PETERBILT	TRACTOR	1XPFDBox2YN512802	\$ -	\$ 150.98
28	2007	FORD	RANGER	1FTYR10DX7PA28536	\$ -	\$ 150.98
29	2007	FORD	RANGER	1FTYR10D37PA46747	\$ -	\$ 150.98
30	2007	FORD	RANGER	1FTYR10D97PA54058	\$ -	\$ 150.98
31	2007	FORD	RANGER	1FTYR10D87PA46744	\$ -	\$ 150.98
32	2007	FORD	RANGER	1FTYR10D67PA4673	\$ -	\$ 150.98

Name Insured: Guam Waterworks Authority
 Policy No.: 20220505064-0006 (KMA00145482-A12)

SCHEDULE OF VEHICLES

VEHICLE NO.	YEAR	MAKE	MODEL	VIN NO.	ACTUAL CASH VALUE	ANNUAL PREMIUM
33	2007	FORD	RANGER	1FTYR10DX7PA46745	\$ -	\$ 150.98
34	2008	CHEVY	EXPRESS	1GCHG30KX81107812	\$ 6,300.00	\$ 274.63
35	1989	ZEIMAN/BOMAG	TRAILER - 1120	ZP15647	\$ -	\$ 150.98
36	2008	SUZUKI	G/VITARA	JS3TE944X84102282	\$ -	\$ 150.98
37	2008	FORD	E150 CARGO/VAN	1FTNE14W18DA82353	\$ 6,800.00	\$ 281.81
38	2008	FORD	E150 CARGO/VAN	1FTNE14W38DA82354	\$ 6,800.00	\$ 281.81
39	2008	FORD	RANGER	1FTYR10UX8PA97065	\$ 7,000.00	\$ 284.69
40	2004	NISSAN	FRONTIER	1N6DD26T24C466971	\$ -	\$ 150.98
41	2008	FORD	F-350 CREW CAB	1FDWX36Y08EE21375	\$ 6,700.00	\$ 280.38
42	2008	FORD	RANGER/UT	1FTYR10U38PA97067	\$ 7,000.00	\$ 284.69
43	2008	FORD	RANGER/UT	1FTYR10U78PA97072	\$ 7,000.00	\$ 284.69
44	2008	FORD	RANGER/UT	1FTYR10U38PA97070	\$ 7,000.00	\$ 284.69
45	2008	FORD	RANGER/UT	1FTYR10U38PA91642	\$ -	\$ 150.98
46	2008	FORD	E-450 BOX VAN	1FCLE49S180B44493	\$ -	\$ 150.98
47	2008	FORD	RANGER	1FTYR10U18PA97066	\$ 7,000.00	\$ 284.69
48	N/A	400 GALLON	WATER BUFFALO	ID #28-354	\$ -	\$ 150.98
49	N/A	400 GALLON	WATER BUFFALO	ID #8530	\$ -	\$ 150.98
50	2009	Allmand	Mini Backhoe-4WD	0015T623508	\$ -	\$ 150.98
51	2009	Marksman-Trailer	RBET80X15-99WD/904	1M9BE15269L516009	\$ -	\$ 150.98
52	2009	Marksman-Trailer	RBET80X15-99WD/901	1M9BE15229L516010	\$ -	\$ 150.98
53	2009	Marksman-Trailer	RBET80X15-99WD/903	1M9BE15249L516011	\$ -	\$ 150.98
54	2009	Marksman-Trailer	RBET80X15-99WD/902	1M9BE15249L516008	\$ -	\$ 150.98
55	2007	FORD	RANGER	1FTYR14D87PA42333	\$ -	\$ 150.98
56	2007	FORD	RANGER	1FTYR14D37PA42336	\$ -	\$ 150.98
57	2007	FORD	RANGER	1FTYR14D17PA42335	\$ -	\$ 150.98
58	2007	FORD	RANGER	1FTYR14D77PA44557	\$ -	\$ 150.98
59	2007	FORD	RANGER	1FTYR14D57PA44556	\$ -	\$ 150.98
60	2008	FORD	RANGER	1FTYR10D18PA43900	\$ -	\$ 150.98
61	2008	FORD	RANGER	1FTYR10DX8PA61540	\$ -	\$ 150.98
62	2014	FREIGHT LINER	DUMPSTER R/O M2106	3ALHCYDJ9EDFZ6338	\$ -	\$ 150.98
63	2011	FORD	RANGER	1FTKR1AD2BPA82488	\$ 8,500.00	\$ 306.25
64	2011	FORD	RANGER	1FTKR1AD2BPA82491	\$ 8,500.00	\$ 306.25
65	2012	FORD	ESCAPE	1FMCU9C7XCKA60886	\$ 7,700.00	\$ 294.75
66	2011	FORD	RANGER XCAB P/U 2WD	1FTLR1EE7BPA84941	\$ 10,800.00	\$ 339.32
67	2011	FORD	ESCAPE, WAGON	1FMCU9C70BKB62759	\$ 7,100.00	\$ 286.13
68	2011	TOYOTA	TACOMA 4WD, DBL. CAB	5TFLU4EN8BX016972	\$ 17,900.00	\$ 441.39
69	2011	TOYOTA	TACOMA 4WD, DBL. CAB	5TFLU4EN9BX018682	\$ 17,900.00	\$ 441.39
70	2011	FORD	F-150 P/U 2WD	1FTMF1CM9BKE05639	\$ 8,700.00	\$ 309.13
71	2011	FORD	F-150 P/U 2WD	1FTMF1CM3BKE05636	\$ 8,700.00	\$ 309.13
72	2011	FORD	F-150 P/U 2WD	1FTMF1CM2BKE05630	\$ 8,700.00	\$ 309.13
73	2011	FORD	F-150 P/U 2WD	1FTMF1CM6BKE05632	\$ 8,700.00	\$ 309.13
74	2011	FORD	RANGER XCAB P/U 2WD	1FTLR1EEXBPA83055	\$ 9,400.00	\$ 319.19

Name Insured: Guam Waterworks Authority
 Policy No.: 20220505064-0006 (KMA00145482-A12)

SCHEDULE OF VEHICLES

VEHICLE NO.	YEAR	MAKE	MODEL	VIN NO.	ACTUAL CASH VALUE	ANNUAL PREMIUM
75	2011	FORD	RANGER XCAB P/U 2WD	1FTLR1EE6BPA83053	\$ 9,400.00	\$ 319.19
76	2011	FORD	RANGER XCAB P/U 2WD	1FTLR1EE8BPA83054	\$ 9,400.00	\$ 319.19
77	2011	FORD	RANGER XCAB P/U 2WD	1FTLR1EE1BPA83056	\$ 9,400.00	\$ 319.19
78	2011	FORD	RANGER XCAB P/U 2WD	1FTLR1EE5BPA84940	\$ 9,400.00	\$ 319.19
79	2011	FORD	RANGER XCAB P/U 2WD	1FTLR1EE3BPA83057	\$ 9,400.00	\$ 319.19
80	2012	FORD	ESCAPE XLT	1FMCUOD71CKA60883	\$ -	\$ 150.98
81	2012	FORD	ESCAPE XLT	1FMCUOD76CKA60880	\$ -	\$ 150.98
82	2012	FORD	ESCAPE XLS	1FMCU9C75CKA60889	\$ -	\$ 150.98
83	2012	FORD	ESCAPE XLS 4X4, AWD	1FMCU9C73CKA60888	\$ -	\$ 150.98
84	2012	FORD	ESCAPE XLS FWD	1FMCUOC76CKA60878	\$ -	\$ 150.98
85	2012	FORD	ESCAPE XLS FWD	1FMCUOC72CKA60876	\$ -	\$ 150.98
86	2012	FORD	ESCAPE XLS FWD	1FMCUOC79CKA60874	\$ -	\$ 150.98
87	2012	FORD	ESCAPE XLS FWD	1FMCUOC70CKA60875	\$ -	\$ 150.98
88	2012	FORD	ESCAPE XLS FWD	1FMCUOC75CKA60869	\$ 6,900.00	\$ 283.25
89	2012	CHEVROLET	VAN CG33705	1GCZGUBG4C1152625	\$ 13,100.00	\$ 372.38
90	2012	FORD	E150 CARGO VAN	1FTNE1EW0CDA07473	\$ 10,300.00	\$ 332.13
91	2012	FORD	E150 CARGO VAN	1FTNE1EW7CDA07471	\$ 10,300.00	\$ 332.13
92	2012	FORD	ESCAPE XLT, AWD	1FMCU9C74CKC57648	\$ 7,700.00	\$ 294.75
93	2013	OVERBILT	TILT TAG/TRAILER-Pintle	1Z9KD3129CO058445	\$ -	\$ 150.98
94	2013	OVERBILT	TILT TAG/TRAILER-Fixed	1Z91D3523CO058446	\$ -	\$ 150.98
95	2014	KENWORTH	DUMP TRUCK	1NKDLOEXOER385558	\$ -	\$ 150.98
96	2012	FORD	E150 CARGO VAN	1FTNE1EW2CDA07474	\$ 10,300.00	\$ 332.13
97	2012	FORD	F-150 XCAB P/U 4WD	1FTEX1EM0CKD41104	\$ 12,900.00	\$ 369.51
98	2013	FREIGHT LINER	JETTER M2106V	1FVHC3DJ1DHF6022	\$ -	\$ 150.98
99	2009	Black Dot	Trailer MODEL#WS58SALD	4P2FB0814RY098898	\$ -	\$ 150.98
100	2013	FREIGHT LINER	DUMPSTER R/O M2106	3ALHCYDJXDDFD5509	\$ -	\$ 150.98
101	TBA	JOHN DEERE	410, BACKHOE, 4WD	1T0410KXKCD234952	\$ -	\$ 150.98
102	TBA	JOHN DEERE	410, BACKHOE, 4WD	1T0410KXLCD234957	\$ -	\$ 150.98
103	2002	CASE	TRENCHER	JAF0353150	\$ -	\$ 150.98
104	2017	FREIGHTLINER	M2112 VACUUM TRUCK	1FVHC5CV7HHJD3740	\$ -	\$ 150.98
105	2003	TOWMASTER	TRAILER	4KNFT222X3L160070	\$ -	\$ 150.98
106	2017	JOHN DEERE	5075E TRACTOR MOWER	1PY5075EPHH401604	\$ -	\$ 150.98
107	2018	FREIGHT LINER	DUMPSTER R/O M2106	3ALHCYDJ8JDM9541	\$ -	\$ 150.98
108	2017	FORD	F-150 XCAB P/U 2WD	1FTEX1C89HKD65494	\$ -	\$ 150.98
109	2017	FORD	F-150 XCAB P/U 2WD	1FTEX1C85HKD65489	\$ -	\$ 150.98
110	2017	FORD	F-150 XCAB P/U 2WD	1FTEX1C87HKD65493	\$ -	\$ 150.98
111	2017	FORD	F-150 XCAB P/U 2WD	1FTEX1C89HKE41084	\$ -	\$ 150.98
112	2017	FORD	TRANSIT CONNECT VAN	NMOLS6E7XH1326567	\$ -	\$ 150.98
113	2017	FORD	TRANSIT CONNECT VAN	NMOLS6E7OH1326559	\$ -	\$ 150.98
114	2017	MAZDA	CX 5	JM3KFBDL6HO185679	\$ -	\$ 150.98
115	2017	MAZDA	CX 5	JM3KFBDL6HO201945	\$ -	\$ 150.98
116	2017	MAZDA	CX 5	JM3KFABL4HO201049	\$ -	\$ 150.98
117	2017	MAZDA	CX 5	JM3KFABL6HO200341	\$ -	\$ 150.98

Name Insured: Guam Waterworks Authority
 Policy No.: 20220505064-0006 (KMA00145482-A12)

SCHEDULE OF VEHICLES

VEHICLE NO.	YEAR	MAKE	MODEL	VIN NO.	ACTUAL CASH VALUE	ANNUAL PREMIUM
118	2018	MAZDA	CX 5	JM3KFACMXJ1341095	\$ -	\$ 150.98
119	2000	TOYOTA	TACOMA 4X2	4TANL42N9YZ625318	\$ -	\$ 150.98
120	2000	NISSAN	FRONTIER 4X2	1N6DD21S6YC307391	\$ -	\$ 150.98
121	2001	NISSAN	FRONTIER 4X2	1N6SDD21S91C321470	\$ -	\$ 150.98
122	2001	NISSAN	FRONTIER 4X2	1N6SDD21S91C319718	\$ -	\$ 150.98
123	2001	TOYOTA	TACOMA 4X2	5TENL42N31Z854446	\$ -	\$ 150.98
124	2001	TOYOTA	TACOMA 4X2	5TENL42N61Z875503	\$ -	\$ 150.98
125	2001	TOYOTA	TACOMA 4X2	5TENL42N01Z861483	\$ -	\$ 150.98
126	2001	TOYOTA	TUNDRA 4X4	5TBRN34151S165126	\$ -	\$ 150.98
127	2000	FORD	F-550	1FDAF562YEC14493	\$ -	\$ 150.98
128	2007	INTERNATIONAL	VACTOR	1HTTWGADT18J667832	\$ -	\$ 150.98
129	2008	FORD	RANGER/UT	1FTYR10U58PA91643	\$ 7,000.00	\$ 284.69
130	2007	FORD	RANGER	1FTYR14DX7PA42334	\$ -	\$ 150.98
131	2011	FORD	F-150 P/U 2WD	1FTMF1CM7BKE05638	\$ 8,700.00	\$ 309.13
132	2013	GROVE	Crane, 30T RT530E-2	232329	\$ -	\$ 150.98
133	2018	FORD	F-350 Utility Truck	1FDRF3HT2HRF03352	\$ -	\$ 150.98
134	2018	FREIGHT LINER	Hoist Rig M2106	1FVAYCYDJ0JHJY5770	\$ -	\$ 150.98
135	2018	H & H	Trailer	5JWUF2220JN501298	\$ -	\$ 150.98
136	2017	EH WACHS	Valve Maintenance Trailer	1E9PT1514HC2297300	\$ -	\$ 150.98
137	2017	EH WACHS	Valve Maintenance Trailer	1E9PT1516HC297301	\$ -	\$ 150.98
138	2017	SULLIVAN PALATEK	DF1150PXHDCU3A	4YAAH2026HM001838	\$ -	\$ 150.98
139	2018	FORD	F-350 PICKUP OXFORD	1FT8W3DT6JEC33280	\$ -	\$ 150.98
140	2018	FORD	F-350 PICKUP OXFORD	1FT8W3DT8JEC33281	\$ -	\$ 150.98
141	2018	GMC	CANYON	1GTH5BEA8J1211816	\$ -	\$ 150.98
142	2018	GMC	CANYON	1GTH5BEA5J1214737	\$ -	\$ 150.98
143	2018	GMC	CANYON	1GTH5AEA4J1212844	\$ -	\$ 150.98
144	2018	GMC	CANYON	1GTH5AEA9J1225332	\$ -	\$ 150.98
145	2018	GMC	CANYON	1GTH5BEA9J1263973	\$ -	\$ 150.98
146	2018	GMC	CANYON	1GTH5AEA1J1228760	\$ -	\$ 150.98
147	2018	GMC	CANYON	1GTH5BEA0J1262453	\$ -	\$ 150.98
148	2018	GMC	CANYON	1GTH5BEA3J1266920	\$ -	\$ 150.98
149	2018	GMC	CANYON	1GTH5BEA2J1212007	\$ -	\$ 150.98
150	2018	GMC	CANYON	1GTH5AEAXJ1268156	\$ -	\$ 150.98
151	2018	GMC	CANYON	1GTH5BEAXJ1265828	\$ -	\$ 150.98
152	2018	GMC	CANYON	1GTH5BEA9J1265366	\$ -	\$ 150.98
153	2018	GMC	CANYON	1GTH5BEA9J1263018	\$ -	\$ 150.98
154	2018	GMC	CANYON	1GTH5BEA4J1261631	\$ -	\$ 150.98
155	2018	GMC	CANYON	1GTH5AEAXJ1268609	\$ -	\$ 150.98
156	2018	FORD	F-350 PICKUP OXFORD	1FT8W3DTXJEC51152	\$ -	\$ 150.98
157	2018	FORD	F-350 PICKUP OXFORD	1FD8W3DT8JEC84954	\$ -	\$ 150.98
158	2018	FORD	F-350 PICKUP OXFORD	1FD8W3DT3JEC51151	\$ -	\$ 150.98
159	2019	Witzco Challenger	NGB-50	1W8A11E35KS000164	\$ -	\$ 150.98
160	1999	TOYOTA	TACOMA	4TANL42N9XZ465701	\$ -	\$ 150.98

Name Insured: Guam Waterworks Authority
 Policy No.: 20220505064-0006 (KMA00145482-A12)

SCHEDULE OF VEHICLES

VEHICLE NO.	YEAR	MAKE	MODEL	VIN NO.	ACTUAL CASH VALUE	ANNUAL PREMIUM
161	2005	FORD	FOCUS SES	1FAPP34N25W145807	\$ -	\$ 150.98
162	2005	FORD	FOCUS SES	1FAPP34N55W128435	\$ -	\$ 150.98
163	2006	NISSAN	FRONTIER	1N6ADO6W06C401203	\$ -	\$ 150.98
164	2000	TOYOTA	TACOMA 4X4	4TAWN74N4YZ581144	\$ 7,400.00	\$ 290.44
165	2007	INTERNATIONAL	VACTOR	1HTWCADR48J667839	\$ -	\$ 150.98
166	2008	MAZDA	MAZDA 3	JM1BK12F181865737	\$ -	\$ 150.98
167	2008	FORD	RANGER/UT	1FTYR10U58PA97068	\$ 7,000.00	\$ 284.69
168	2011	FORD	F-150 P/U 2WD	1FTMF1CM4BKE05631	\$ 8,700.00	\$ 309.13
169	2019	CIMC	SL23M2CIEOO	LJRC28261KT024244	\$ -	\$ 150.98
170	2018	GMC	CANYON	1GTH5BEN1J1212860	\$ -	\$ 150.98
171	2018	GMC	CANYON	1GTG5CEA7J1271992	\$ -	\$ 150.98
172	2018	GMC	CANYON	1GTH5BEA4K1115490	\$ -	\$ 150.98
173	2018	GMC	CANYON	1GTH5BEN0J0125023	\$ -	\$ 150.98
174	2018	GMC	CANYON	1GTH6CEN8J1256163	\$ -	\$ 150.98
175	2018	GMC	CANYON	1GTH5BEA4J1212722	\$ -	\$ 150.98
176	2019	CIMC	SL23M2CIEOO	LJRC2826XKT024243	\$ -	\$ 150.98
177	2019	FREIGHT LINER	114SD	1FVHG3DV2KHKJ7838	\$ -	\$ 150.98
178	2018	GMC	CANYON	1GTH5BEA9L1115499	\$ -	\$ 150.98
179	2018	GMC	CANYON	1GTH5BEN2L1111765	\$ -	\$ 150.98
180	2020	FREIGHT LINER	M2112 VACUUM TRUCK	3ALHC5CV5LDLX2822	\$ -	\$ 150.98
181	2018	GMC	CANYON	1GTH5BEA9L1150270	\$ -	\$ 150.98
182	2009	Allmand	Mini Backhoe-2WD	0010T53508	\$ -	\$ 150.98
183	1998	NISSAN	FRONTIER	1N6DD21S3WC309144	\$ -	\$ 150.98
184	2021	EXPRESS TRAILER	T8167- IOC CCTV	SGLBE1627MC000020	\$ 179,500.00	\$ 2,764.57
185	2021	EXPRESS TRAILER	T8167- IOC CCTV	5GLBE1629MC000021	\$ 179,500.00	\$ 2,764.57
186	2021	GMC PICKUP	SIERRA 2500 HD	1GT49ME77MF163042	\$ 54,300.00	\$ 964.68
187	2021	GMC PICKUP	SIERRA 2500 HD	1GT49ME75MF162133	\$ 54,300.00	\$ 964.68
188	2020	RAM	PROMASTER-WAGON	ZFBHRFAB2L6R54667	\$ -	\$ 150.98
189	2020	RAM	PROMASTER-WAGON	ZFBHRFAB6L6R49150	\$ -	\$ 150.98
190	2019	RAM	3500 ST CREW	3C7WRTCJ9KG703830	\$ -	\$ 150.98
191	2019	RAM	3500 ST CREW	3C7WRTCJ9KG703832	\$ -	\$ 150.98
192	2019	RAM	3500 ST CREW	3C7WRTCJ9KG703831	\$ -	\$ 150.98
193	1999	TOYOTA	TACOMA	4TANL42N9XZ465701	\$ -	\$ 150.98
194	2022	TOYOTA	TACOMA 4X4	3TYDZ5BN2NT005478	\$ -	\$ 150.98
195	2022	TOYOTA	TACOMA 4X4	3TYDZ5BN6NT005421	\$ -	\$ 150.98
196	2021	TOYOTA	PRE-RUNNER	3TYBZ5DN0MT001013	\$ -	\$ 150.98
197	2021	FORD	TRACON TRANS	NM0LS6E23M1502566	\$ 36,200.00	\$ 704.47
198	2022	GMC	Canyon	1GTH5BEN6N1151673	\$ 35,000.00	\$ 687.22
199	2022	GMC	Canyon	1GTH5BEN3N1151081	\$ 35,000.00	\$ 687.22
200	2022	GMC	Canyon	1GTH5BEN9N1158343	\$ 35,000.00	\$ 687.22
201	2022	GMC	Canyon	1GTH5BEN3N1158290	\$ 35,000.00	\$ 687.22
202	2022	GMC	Canyon	1GTH5BEN4N1158279	\$ 35,000.00	\$ 687.22
203	2022	GMC	Canyon	1GTH5BEN2N1158278	\$ 35,000.00	\$ 687.22

Name Insured: Guam Waterworks Authority
 Policy No.: 20220505064-0006 (KMA00145482-A12)

SCHEDULE OF VEHICLES

VEHICLE NO.	YEAR	MAKE	MODEL	VIN NO.	ACTUAL CASH VALUE	ANNUAL PREMIUM
204	2022	GMC	Canyon	1GTH5BEN5N1158047	\$ 35,000.00	\$ 687.22
205	2022	GMC	Canyon	1GTH5BEN6N1158154	\$ 35,000.00	\$ 687.22
206	2022	GMC	Canyon	1GTH5BEN0N1151720	\$ 35,000.00	\$ 687.22
207	2022	GMC	Canyon	1GTH5BEN6N1151690	\$ 35,000.00	\$ 687.22
208	2022	GMC	Canyon	1GTH5BEN3N1151520	\$ 35,000.00	\$ 687.22
209	2022	GMC	Canyon	1GTH5BEN4N1151462	\$ 35,000.00	\$ 687.22
210	2022	GMC	Canyon	1GTH5BEN1N1151452	\$ 35,000.00	\$ 687.22
211	2022	GMC	Sierra 3500 HD	1GT59SEY1NF250566	\$ 62,600.00	\$ 1,084.00
212	2022	GMC	Canyon	1GTH5BEN8N1151318	\$ 51,100.00	\$ 918.67
213	2022	GMC	Canyon	1GTH5CEA9N1323763	\$ 50,600.00	\$ 911.49

2% Assessment Fee: \$ 564.45
 Total Premium: \$ 55,729.94

Nothing herein contained shall be held to vary, alter, waive or change any of the terms, limits of conditions of the Policy except as herein above set forth.

This Endorsement is effective 05/01/2023

Attached to and forming a part of Policy No. 20220505064-0006 (KMA00145482-A12) of the DB Insurance Co., Ltd.

DB INSURANCE CO., LTD.

Date Issued: 04/28/2023
 CLT 5112/COV 53/AGT 70/UND 44/HFC

By: 

 Moylan's Insurance Underwriters, Inc.
 General Agent

Endorsement attached to and forming part of

Policy No. 20220505064-0006 (KMA00145482-A12)

Effective Date: May 01, 2023

Named Insured: Guam Waterworks Authority

CANCELLATION CLAUSE

It is understood and agreed that, notwithstanding anything to the contrary in this policy or its endorsements, if Underwriters desire to cancel this policy, they shall give ninety (90) days prior written notice by email and Certified Mail to:

Miguel C. Bordallo, P.E.
General Manager
Guam Waterworks Authority
Ste 200, Gloria B. Nelson Public Service Building
688 Route 15
Mangilao, Guam 96913
Email: mcbordallo@guamwaterworks.org

Nothing herein contained shall be held to vary, alter, waive or change any of the terms, limits of conditions of the Policy except as herein above set forth.

This Endorsement is effective 05/01/2023

Attached to and forming a part of Policy No. 20220505064-0006 (KMA00145482-A12) of the DB Insurance Co., Ltd.

DB INSURANCE CO., LTD.

Date Issued: 04/28/2023

By: 
Moylan's Insurance Underwriters, Inc.
General Agent

COMBINED SINGLE LIMIT OF LIABILITY

Effective as of inception of the policy of which this form is made a part, the Company's Limit of Liability for all damages, including care and loss of services arising out of bodily injury including death at any time resulting there from and for all damages arising out of injury to or destruction of tangible property, including the loss of use thereof, and all supplementary payments including costs incurred in the defense of any claim, resulting from any one event and from all events occurring during the policy period shall be **\$2,000,000.00**

All other terms and conditions of the policy remain unaltered.

Attached to and forming part of Policy No. **20220505064-0006 (KMA00145482-A12)**

issued to **Guam Waterworks Authority**

DB INSURANCE CO., LTD.

Date Issued: **04/28/2023**

By: 
Moylan's Insurance Underwrites, Inc.
General Agent

Endorsement attached to and forming part of

Policy No. 20220505064-0006 (KMA00145482-A12)

Effective Date: May 01, 2023

Named Insured: Guam Waterworks Authority

ERRORS & OMISSIONS CLAUSE

It is understood and agreed that, notwithstanding anything to the contrary in this policy or its endorsements, the Insured shall not be prejudiced by an unintentional or inadvertent error, omission, incorrect valuation or incorrect description of any vehicle; provided that notice is given to Underwriters as soon as practical after discovery of any such error or omission.

Nothing herein contained shall be held to vary, alter, waive or change any of the terms, limits of conditions of the Policy except as herein above set forth.

This Endorsement is effective 05/01/2023

Attached to and forming a part of Policy No. 20220505064-0006 (KMA00145482-A12) of the DB Insurance Co., Ltd.

DB INSURANCE CO., LTD.

Date Issued: 04/28/2023

By: 
Moylan's Insurance Underwriters, Inc.
General Agent

EXCLUSION OF CERTIFIED ACTS OF TERRORISM

This insurance does not apply to TERRORISM, including injury or damage arising, directly or indirectly, out of a "certified act of terrorism".

"Certified act of terrorism" means an act that is certified by the Secretary of Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism and Risk Insurance Act of 2002. The criteria contained in that Act for a "certified act of terrorism" includes the following:

1. The act resulted in aggregate losses in excess of \$5 million; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed on behalf of any foreign person or foreign interest, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

This endorsement fulfills the requirements of the U.S. Terrorism Risk Insurance Act of 2002.

Effective 05/01/2023

All other terms and conditions remain unaltered.

Attached to and forming part of Policy No. 20220505064-0006 (KMA00145482-A12)

issued to Guam Waterworks Authority

effective 05/01/2023

Date: 04/28/2023

DB Insurance Co., Ltd.

By: 
Authorized Representative
Moylan's Insurance Underwriters, Inc.
General Agent

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GUAM STANDARD PROVISIONS

This endorsement modifies insurance provided selectively under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
DI AUTOMOBILE POLICY FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

AUTOMOBILE OPERATOR'S LICENSE ENDORSEMENT.

IT IS UNDERSTOOD AND AGREED that the following "Exclusions" are added to and made part of this policy.

We will not pay for loss to "your covered auto" or any "non-owned auto", if the insured or any person authorized to drive the Automobile does not hold a valid driver's license or permit to drive the automobile.

IT IS UNDERSTOOD that this Exclusion shall not apply in respect of any claim by innocent Third Parties of innocent Named Insured if not operating the insured vehicle under the conditions set out in the preceding paragraph.

IT IS FURTHER UNDERSTOOD AND AGREED that if the Company shall indemnify any Third Party for a claim which otherwise would have been excluded under the first paragraph of this exclusion, the Company shall have the right of recovery from the operator of the insured vehicle.

DRIVING WHILE UNDER THE INFLUENCE OF INTOXICATING LIQUORS, CONTROLLED DRUGS OR SUBSTANCES

IT IS HEREBY UNDERSTOOD AND AGREED that the Company shall not be liable with respect to any accident, loss, damage or liability caused, sustained or incurred while any motor vehicle, in respect of which indemnity is provided by this policy, is being driven by any person while committing a felony of who is under the influence of intoxicating liquor or controlled drugs or substances, or while said vehicle is being driven by any person who has been convicted of driving while under the influence of intoxicating liquor or any controlled drugs or substances with respect to such accident, loss, damage or liability.

IT IS UNDERSTOOD that this Exclusion shall not apply in respect of any claim by innocent Third Parties of innocent Named Insured if not operating the insured vehicle under the conditions set out in the preceding paragraph.

IT IS UNDERSTOOD AND AGREED that if the

Company shall indemnify any Third Party for a claim which otherwise would have been excluded under the first paragraph of the exclusion, the Company shall have the right of recovery from the operator of the insured vehicle.

or more policies that provided "Coverage for Damage to your Auto".

INFORMATION TECHNOLOGY
CLARIFICATION CLAUSE (NMW2912
REVISED)

LIMIT OF LIABILITY

Losses arising, directly or indirectly, out of:

A. Our limit of liability for loss will be lessor of the:

1. Loss of, alteration of, or damage to

Or

1. Actual cash value of the stolen or damaged property; or

2. A reduction in the functionality, availability or operation of

2. Amount necessary to repair or replace the property with other property of like kind and quality.

3. If the cost to repair the covered loss or damaged to "your covered auto" from Comprehensive, or Collision, or Typhoon loss is greater than its actual cash value, then in accordance with 5 GCA 32201, we will pay the Limit of Coverage stated on the Declarations for "your covered auto".

A computer system, hardware, program, microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the policyholder of the Company or not, do not in and of themselves constitute an event unless arising out of one or more of the following perils:

Fire, lightning, explosion, aircraft or vehicle impact, falling objects, windstorm, hail, tornado, cyclone, hurricane, earthquake, volcano, tsunamis, flood, freeze, or weight of snow

This provision does not apply if

However, with regard to the hardware, integrated circuit or microchips element of Machinery Breakdown and Electrical Breakdown coverages, the intention of this exclusion does not apply.

a. "Your covered auto" was damaged by a cause of loss that is covered by this insurance; or

b. "Your covered auto" has accumulated annual coverage mileage greater than sixteen thousand miles, since we first provided this insurance; or

c. "Your covered auto" is insured by two

Nothing herein contained shall be held to vary, alter, waive or change any of the terms, limits or conditions of the Policy, except as hereinabove set forth.

Attached to and forming part of 20220505064-0006 (KMA00145482-A12)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HIRED AUTO AND NON-OWNED AUTO LIABILITY

This endorsement modifies insurance provided under the following:

AUTOMOBILE POLICY

SCHEDULE

Coverage	Additional Premium
Hired Auto Liability	Included
Non-Owned Auto Liability:	Included

A. Insurance is provided only for those coverages for which a specific premium charge is shown in the Declaration or in the Schedule.

1. HIRED AUTO LIABILITY

The insurance provided applies to "bodily injury" or "property damage" arising out of the maintenance or use of a "hired auto" by you or your employees in the course of your business.

2. NON-OWNED AUTO LIABILITY

This insurance provided applies to "bodily injury" or "property damage" arising out of the use of any "non-owned auto" in your business by any person other than you.

B. For insurance provided by this endorsement only:

1. EXCLUSIONS:

- (a) Exclusion (a) of the policy does not apply to the insurance afforded under this endorsement.
- (b) The insurance does not apply to any automobile owned by or registered in the name of a partner, if the named insured is a partnership.

DEFINITION OF INSURED:

Each of the following is an insured under this endorsement to the extent set forth below:

- a. You;
- b. Any other person using a "hired auto" with your permission;
- c. For a "non-owned auto," any partner or executive officer of yours, but only while such "non-owned auto" is being used in your business; and
- d. Any other person or organization, but only for their liability because of acts or omissions of an insured under a, b, or c. above.

None of the following is an insured:

- (1) Any person engaged in the business of his or her employer for "Bodily injury" to any co-employer for "bodily injury" to any co-employee

- (2) of such person injured in the course of employment;
- (3) Any partner or executive officer for any "auto" owned by such partner or officer or a member of his or her household.
- (4) Any person while employed in or otherwise engaged in duties in connection with an "auto business", other than an "Auto business" you operate;
- (5) The owner or lessee (of whom you are a sub lessee) of a "hired auto" or the owner of a "non-owned auto" or any agent or employee of any such owner or lessee;
- (6) Any person or organization for the conduct of any current or past partnership or joint venture that is not shown as a named Insured in the Declarations.

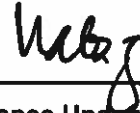
C. The following additional definitions apply:

- (1) "Auto Business" means the business or occupation of selling, repairing, servicing, storing or parking "autos".
- (2) "Hired Auto" means any "auto" you lease, hire or borrow. This does not include any "auto" you lease, hire or borrow from any of your employees or members of their households, or from any partner or executive officer of yours.
- (3) "Non-Owned Auto" means any "auto" you do not own, lease, hire or borrow which is used in connection with your business. However, if you are a partnership, a "non-owned auto" does not include any "auto" owned by any partner.

DB INSURANCE CO., LTD.

Date Issued: 04/28/2023

By: _____



**Moylan's Insurance Underwriters, Inc.
General Agent**

Endorsement attached to and forming part of

Policy No. 20220505064-0006 (KMA00145482-A12)

Effective Date: May 01, 2023

Named Insured: Guam Waterworks Authority

JURISDICTION

It is understood and agreed that, notwithstanding anything to the contrary in this policy or its endorsements, this insurance shall be governed by and construed in accordance with the laws of Guam and the exclusive jurisdiction of the USA including Guam Courts. The seat of arbitration shall be Guam.

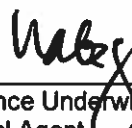
Nothing herein contained shall be held to vary, alter, waive or change any of the terms, limits of conditions of the Policy except as herein above set forth.

This Endorsement is effective 05/01/2023

Attached to and forming a part of Policy No. 20220505064-0006 (KMA00145482-A12) of the DB Insurance Co., Ltd.

DB INSURANCE CO., LTD.

Date Issued: 04/28/2023

By: 
Moylan's Insurance Underwriters, Inc.
General Agent

Endorsement attached to and forming part of

Policy No. 20220505064-0006 (KMA00145482-A12)

Effective Date: May 01, 2023

Named Insured: Guam Waterworks Authority

NEWLY ACQUIRED AND SUBSTITUTE VEHICLES

It is understood and agreed that, notwithstanding anything to the contrary in this policy or its endorsements, newly acquired or substitute vehicles shall be automatically covered from the date of acquisition until the expiration of the policy. The additional premium for all such vehicles, and the return premium for vehicles deleted from the schedule, will be determined by final audit adjustment following expiration of the policy.


Nothing herein contained shall be held to vary, alter, waive or change any of the terms, limits of conditions of the Policy except as herein above set forth.

This Endorsement is effective 05/01/2023

Attached to and forming a part of Policy No. 20220505064-0006 (KMA00145482-A12) of the DB Insurance Co., Ltd.

DB INSURANCE CO., LTD.

Date Issued: 04/28/2023

By: 
Moylan's Insurance Underwriters, Inc.
General Agent

Endorsement attached to and forming part of

Policy No. 20220505064-0006 (KMA00145482-A12)

Effective Date: May 01, 2023

Named Insured: Guam Waterworks Authority

OPERATOR WAIVER

It is understood and agreed that, notwithstanding anything to the contrary in this policy or its endorsements, the exclusion of coverage should the vehicle be operated by a person while committing a felony or who is under the influence of intoxicating liquor or controlled drugs or substances is waived as respects to (Authority).

Nothing herein contained shall be held to vary, alter, waive or change any of the terms, limits of conditions of the Policy except as herein above set forth.

This Endorsement is effective 05/01/2023

Attached to and forming a part of Policy No. 20220505064-0006 (KMA00145482-A12) of the DB Insurance Co., Ltd.

DB INSURANCE CO., LTD.

Date Issued: 04/28/2023

By: 
Moylan's Insurance Underwriters, Inc.
General Agent

Endorsement attached to and forming part of

Policy No. 20220505064-0006 (KMA00145482-A12)

Effective Date: May 01, 2023

Named Insured: Guam Waterworks Authority

RACING, PACEMAKING OR SPEED-TESTING WAIVER

It is understood and agreed that, notwithstanding anything to the contrary in this policy or its endorsements, the exclusion while the automobile is used for commercial traveling, racing, pacemaking or speed-testing is waived as respects to the (Authority).

Nothing herein contained shall be held to vary, alter, waive or change any of the terms, limits of conditions of the Policy except as herein above set forth.

This Endorsement is effective 05/01/2023

Attached to and forming a part of Policy No. 20220505064-0006 (KMA00145482-A12) of the DB Insurance Co., Ltd.

DB INSURANCE CO., LTD.

Date Issued: 04/28/2023

By: 
Moylan's Insurance Underwriters, Inc.
General Agent

Endorsement attached to and forming part of

Policy No. 20220505064-0006 (KMA00145482-A12)

Effective Date: May 01, 2023

Named Insured: Guam Waterworks Authority

UNDER-AGE DRIVER WAIVER

It is understood and agreed that, notwithstanding anything to the contrary in this policy or its endorsements, the exclusion of Material Damage coverage should the vehicle be operated by a driver under the age of 25 is waived as respects to the (Authority).

Nothing herein contained shall be held to vary, alter, waive or change any of the terms, limits of conditions of the Policy except as herein above set forth.

This Endorsement is effective 05/01/2023

Attached to and forming a part of Policy No. 20220505064-0006 (KMA00145482-A12) of the DB Insurance Co., Ltd.

DB INSURANCE CO., LTD.

Date Issued: 04/28/2023

By: 
Moylan's Insurance Underwriters, Inc.
General Agent

 **ENDORSEMENT No. 08_01 (Revised 052021)**

UNINSURED MOTORIST COVERAGE
(Automobile Bodily Injury Liability)
- Basic Policy -

In consideration of the payment of the premium for this endorsement and subject to all of the terms of this endorsement, the company agrees with the named insured as follows:

INSURING AGREEMENTS

I. Damages for Bodily Injury Caused by Uninsured Automobiles

The company will pay all sums which the insured or his legal representative shall be legally entitled to recover as damages from the owner or operator of an uninsured automobile because of bodily injury, sickness or disease including death resulting therefrom, hereinafter called "bodily injury", sustained by the insured, caused by accident and arising out of the ownership, maintenance or use of such uninsured automobile; provided, for the purposes of this endorsement, determination as to whether the insured or such representative is legally entitled to recover such damages, and if so the amount thereof, shall be made by agreement between the insured or such representative and the company or, if they fail to agree, by arbitration.

No judgment against any person or organization alleged to be legally responsible for the bodily injury shall be conclusive, as between the insured and the company, of the issues of liability of such person or organization or of the amount of damages to which the insured is legally entitled unless such Judgment is entered pursuant to an action prosecuted by the insured with the written consent of the company.

II. Definitions

(a) "Insured" means:

- (1) The named insured as stated in the policy (herein also referred to as the "principal named insured") and any person designated as named insured in the schedule and, while residents of the same household, the spouse of any such named insured and relatives of either;
- (2) any other person while occupying an insured automobile; and
- (3) any person, with respect to damages he is entitled to recover because of bodily injury to which this endorsement applies sustained by an insured under (1) or (2) above.

The following endorsements are added and forming part of this policy when designated by an "X" in the box(es) shown below.

The insurance applies separately with respect to each insured, but the application of the insurance to more than one insured shall not operate to increase the limits of the company's liability.

(b) "Insured automobile" means an automobile:

- (1) described in the schedule as an insured automobile to which the bodily injury liability coverage of the policy applies;
- (2) while temporarily being used as a substitute for an insured automobile described in subparagraph (1) above, when withdrawn from normal use because of its breakdown, repair, servicing, loss or destruction;
- (3) while being operated by a named insured or by his spouse if a resident of the same household; but the term "uninsured automobile" shall not include:
 - (i) an automobile while used as a public or livery conveyance, unless use is declared in this endorsement;
 - (ii) an automobile while being used without the permission of the owner;
 - (iii) under subparagraphs (2) and (3) above, an automobile owned by the principal named insured or by a named insured designated in the schedule or by any resident of the same household as such insured; or
 - (iv) under subparagraphs (2) and (3) above, an automobile furnished for the regular use of the principal named insured or any resident of the same household.

(c) "uninsured automobile" means.

- (1) an automobile with respect to the ownership, maintenance or use of which there is, in at least the amount specified by the financial responsibility law of the state in which the insured automobile is principally garaged, no bodily injury liability bond or insurance policy applicable at the time of the accident with respect to any person or organization legally responsible for the use of such automobile, or with respect to which there is a bodily injury liability bond or insurance policy applicable at the time of the accident but the company writing the same denies coverage thereunder; or
 - (2) a hit-and-run automobile as defined; but the term "uninsured automobile" shall not include
 - (i) an insured automobile,
 - (ii) an automobile which is owned or operated by a self-insurer within the meaning of any motor vehicle financial responsibility law, motor carrier law or any similar law,
 - (iii) an automobile which is owned by the United States of America, Canada, a state, a political subdivision of any such government or an agency of any of the foregoing,
 - (iv) a land motor vehicle or trailer if operated on rails or crawler-treads or while located for use as a residence or premises and not as a vehicle, or
 - (v) a farm type tractor or equipment designed for use principally off public roads, except while actually upon public roads.
- (d) "hit-and-run automobile" means an automobile which causes bodily injury to an insured arising out of physical contact of such automobile with the insured or with an automobile which the insured is occupying at the time of the accident, provided: (1) there cannot be ascertained the identity of either the operator or owner of such "hit-and-run automobile", (2) the insured or someone on his behalf shall have reported the accident within 24 hours to a police, peace or judicial officer or to the Commissioner of Motor Vehicles, and shall have filed with the company within 30 days thereafter a statement under oath that the insured or his legal representative has a cause or causes of action arising out of such accident for damages against a person or persons whose identity is unascertainable, and setting forth the facts in support thereof; and (3) at the company's request, the insured or his legal representative makes available for inspection the automobile which the insured was occupying at the time of the accident.

(e) Occupying. The word "occupying" means in or upon or entering into or alighting from.

(f) State. The word "state" shall mean the Territory of Guam.

III. Policy Period, Territory

This endorsement applies only to accidents which occur on and after the effective date hereof, during the policy period and within the geographical area specified in item 7 of the Declarations.

The following endorsements are added and forming part of this policy when designated by an "X" in the box(es) shown below.

EXCLUSIONS

This endorsement does not apply.

- (a) to bodily injury to an insured with respect to which such insured, his legal representative or any person entitled to payment under this endorsement shall without written consent of the company, make any settlement with any person or organization who may be legally liable therefor.
- (b) to bodily injury to an insured while occupying an automobile (other than an insured automobile) owned by a named insured or any relative resident in the same household, or through being struck by an automobile owned by an insured named in the schedule or his relatives;
- (c) so as to inure directly or indirectly to the benefit of any workmen's compensation or disability benefits carrier or any person or organization qualifying as a self insurer under any workmen's compensation or disability benefits law or any similar law.

CONDITIONS

1. Policy Provisions. None of the Insuring Agreements, Exclusions or Conditions of the policy shall apply to the insurance afforded by this endorsement except the Conditions "Notice or Notice of Accident", "Changes", "Assignment", "Cancellation" and "Declarations".
2. Premium. If during the policy period the number of insured automobiles owned by the principal named insured or spouse of the number of dealer's license plates issued to the principal named insured changes, such named insured shall notify the company during the policy period of any change and the premium shall be adjusted in accordance with the manuals in use by the company. If the earned premium thus computed exceeds the advance premium paid, such named insured shall pay the excess to the company; if less, the company shall return to such named insured the unearned portion paid by such insured.
3. Proof of Claim, Medical Reports. As soon as practicable, the insured or other person making claim shall give to the company written proof of claim under oath if required, including full particulars of the nature and extent of the injuries, treatment, and other details entering into the determination of the amount payable hereunder. The insured and every other person making claim hereunder shall submit to examinations under oath by any person named by the company and subscribe to same, as often as may reasonably be required. Proof of claim shall be made upon forms furnished by the company unless the company shall have failed to furnish such forms within 15 days after receiving notice of claim.
The injured person shall submit to physical examinations by physicians selected by the company when and as often as the company may reasonably require and he, or in the event of his incapacity his legal representative, or in the event of his death his legal representative or the persons or person entitled to sue therefor, shall upon each request from the company execute authorization to enable the company to obtain medical reports and copies of records.
4. Assistance and Cooperation of the Insured. After notice of claim under this endorsement, the company may require the insured to take such action as maybe necessary or appropriate to preserve his right to recover damages from any person or organization alleged to be legally responsible for the bodily injury and in any action against the company, the company may require the insured to join such person or organization as a party defendant.
5. Notice of Legal Action. If, before the company makes payment of loss hereunder, the insured or his legal representative shall institute any legal action for bodily injury against any person or organization legally responsible for the use of an automobile involved in the accident, a copy of the summons and complaint or other process served in connection with such legal action shall be forwarded immediately to the company by the insured or his legal representative.
6. Limits of Liability.
 - (a) The limit of liability stated in the schedule as applicable to "each person" is the limit of the company's liability for

The following endorsements are added and forming part of this policy when designated by an "X" in the box(es) shown below.

all damages; including damages for care or loss of services, because of bodily injury sustained by one person as the result of any one accident and subject to the above provision respecting each person, the limit of liability stated in the schedule as applicable to "each accident" is the total limit of the company's liability for all damages, including damages for care or loss of services, because of bodily injury sustained by two or more persons as the result of any one accident.

- (b) Any amount payable under the terms of this endorsement because of bodily injury sustained in an accident by a person who is an insured under this coverage shall be reduced by;
 - (1) All sums paid on account of such bodily injury by or on behalf of (i) the owner or operator of the uninsured automobile and (ii) any other person or organization jointly or severally liable together with such owner or operator for such bodily injury including all sums paid under the Bodily Injury Liability Coverage of the policy, and
 - (2) the amount paid and the present value of all amounts payable on account of such bodily injury under any wor
- (c) any payment made under this endorsement to or for any insured shall be applied in reduction of the amount of damages which he may be entitled to recover from any person insured under the Bodily Injury Liability Coverage of the policy.
- (d) The company shall not be obligated to pay under this Coverage that part of the damages which the insured may be entitled to recover from the owner or operator of an uninsured automobile which represents expenses for medical services paid or payable under the Medical Payments Coverage of the policy.

- 7. **Other Insurance.** With respect to bodily injury to an insured while occupying an automobile not owned by the principal named insured, the insurance under this endorsement shall apply only as excess insurance over any other similar insurance available to such insured and applicable to such automobile as primary insurance, and this insurance shall then apply only in the amount by which the limit of liability for this coverage exceeds the applicable limit of liability of such other insurance. Except as provided in the foregoing paragraph, if the insured has other similar insurance available to him and applicable to the accident, the damages shall be deemed not to exceed the higher of the applicable limits of liability of this insurance and such other insurance, and the company shall not be liable for a greater proportion of any loss to which this Coverage applies than the limit of liability hereunder bears to the sum of the applicable limits of liability of this insurance and such other insurance.
- 8. **Arbitration.** If any person making claim hereunder and the company do not agree that such person is legally entitled to recover damages from the owner or operator of an uninsured automobile because of bodily injury to the insured, or do not agree as to the amount of payment which may be owing under this endorsement, then, upon written demand of either, the matter or matters upon which such person and the company do not agree shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Such person and the company each agree to consider itself bound and to be bound by any award made by the arbitrators pursuant to this endorsement.
- 9. **Trust Agreement.** In the event of payment to any person under this endorsement:
 - (a) the company shall be entitled to the extent of such payment to the proceeds of any settlement or judgment that may result from the exercise of any rights of recovery of such person or organization legally responsible for the bodily injury because of which such payment is made;
 - (b) such person shall hold in trust for the benefit of the company all rights of recovery which he shall have against such other person or organization because of the damages which are the subject of claim made under this endorsement;
 - (c) such person shall do whatever is proper to secure and shall do nothing after loss to prejudice such rights;
 - (d) if requested in writing by the company, such person shall take, through any representative designated by the company, such action as may be necessary or appropriate to recover such payment as damages from such other person or organization, such action to be taken in the name of such person; in the event of a recovery, the company shall be reimbursed out of such recovery for expenses, costs and attorney's fees incurred by it in connection therewith;

The following endorsements are added and forming part of this policy when designated by an "X" in the box(es) shown below.

(e) such person shall execute and deliver to the company such instruments and papers as may be appropriate to secure the rights and obligations of such person and the company established by this provision.

10. **Payment of Loss by the Company.** Any amount due hereunder is payable (a) to the insured, or (b) if the insured be a minor to his parent or guardian, or (c) if the insured be deceased, to his surviving spouse, otherwise (d) to a person authorized by law to receive such payment or to a person legally entitled to recover the damages which the payment represents; provided, the company may at its option pay any amount due hereunder in accordance with division (d) hereof.
11. **Action Against Company.** No action shall lie against the company unless, as a condition precedent thereto, the insured or his legal representative has fully complied with all the terms of this endorsement.

SCHEDULE

Designation of named insured for purposes of this endorsement (see Insuring Agreement II(a)) is the Named Insured as designated on the Declaration Page of the Policy.

Limit of Liability: \$25,000 each person; \$50,000 each accident.

The advance premium for this endorsement, \$ _____ is included.

Description of insured automobiles: Any automobile designated in the declarations of the policy by the letters "UM" and an automobile ownership of which is acquired during the policy period by the principal named insured as a replacement therefor. Unless otherwise stated herein, this endorsement does not apply to any automobile while being used as a public or livery conveyance.

This endorsement forms a part of the designated policy and applies, unless otherwise stated herein, as of the effective time and date of such policy.

Endorsement attached to and forming part of

Policy No. 20220505064-0006 (KMA00145482-A12)

Effective Date: May 01, 2023

Named Insured: Guam Waterworks Authority

VALID DRIVERS LICENSE WAIVER

It is understood and agreed that, notwithstanding anything to the contrary in this policy or its endorsements, the requirement that drivers possess a valid drivers license is waived as respects to the (Authority).

Nothing herein contained shall be held to vary, alter, waive or change any of the terms, limits of conditions of the Policy except as herein above set forth.

This Endorsement is effective 05/01/2023

Attached to and forming a part of Policy No. 20220505064-0006 (KMA00145482-A12) of the DB Insurance Co., Ltd.

DB INSURANCE CO., LTD.

Date Issued: 04/28/2023

By: 
Moylan's Insurance Underwriters, Inc.
General Agent

Endorsement attached to and forming part of

Policy No. 20220505064-0006 (KMA00145482-A12)

Effective Date: May 01, 2023

Named Insured: Guam Waterworks Authority

WAIVER OF SOVEREIGN IMMUNITY

It is understood and agreed that, notwithstanding anything to the contrary in this policy or its endorsements, in the event of a claim, Underwriters waive any defense of Sovereign Immunity.

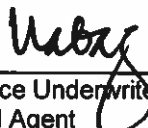
Nothing herein contained shall be held to vary, alter, waive or change any of the terms, limits of conditions of the Policy except as herein above set forth.

This Endorsement is effective 05/01/2023

Attached to and forming a part of Policy No. 20220505064-0006 (KMA00145482-A12) of the DB Insurance Co., Ltd.

DB INSURANCE CO., LTD.

Date Issued: 04/28/2023

By: 
Moylan's Insurance Underwriters, Inc.
General Agent

Name Insured: Guam Waterworks Authority

Policy No. 20220505064-0006 (KMA00145482-A12)

MULTI-YEAR POLICY ENDORSEMENT


In consideration of the 17.5% Term Discount given the Insured for the Five(5) years term of this policy, it is hereby understood and agreed that:

- (A) In the event the insured elects to have policy cancelled before the expiry of the Five(5) year term, the insured shall refund to the company the equivalent of the 17.5% discount on the premium earned; such earned premium to be computed short rate on the gross annual premium, when cancellation is effected other than on the annual anniversary date of the policy.
- (B) In the event the company cancels the policy before the expiry of the Five(5) year term, the insured shall not be obligated to refund any part of the 17.5% term discount. Any earned premium shall be computed on pro rata basis.

All other policy terms and conditions remain unaltered.

DB INSURANCE CO., LTD.

Effective Date: 04/28/2023

By: 
Moylan's Insurance Underwriters, Inc.
General Agent



DB Insurance Co., Ltd.

Seoul, Korea

General Liability Policy

Part Two. This Declarations Page and Coverage Part(s) with "policy provision Part One" completes the below numbered

Item	DECLARATIONS	POLICY NUMBER: 20220505443-0001	
1.	<i>Named Insured</i> Address:	Guam Waterworks Authority P.O. Box 3010 Hagatna, Guam 96932	
2		POLICY PERIOD: 12:01 AM STANDARD TIME AT THE ADDRESS OF THE NAMED INSURED AS STATES HEREIN	FROM: 05/15/2022 TO: 05/01/2023
Insurance hereunder is provided in the insurance company named below. (Hereinafter called the Company) DB Insurance Co., Ltd.			
3.	The Insurance afforded is only with respect to such of the following parts designated by an "X" in <input type="checkbox"/> and Coverages therein as are indicated by specific premium charge or charges. The limit of Company's Liability against each such Coverage shall be as stated herein, subject to all the terms of this policy having reference thereto.		
	Comprehensive General Liability Insurance.....	<input checked="" type="checkbox"/>	LIMITS OF LIABILITY
	Owners' Landlords' and Tenants' Liability Insurance.....	<input type="checkbox"/>	
	Manufacturers' and Contractors' Liability Insurance.....	<input type="checkbox"/>	EACH OCCURRENCE
	Contractual Liability Insurance.....	<input type="checkbox"/>	
	Products and Completed Operations Liability Insurance.....	<input checked="" type="checkbox"/>	EACH AGGREGATE
	Owners' and contractors protection liability.....	<input type="checkbox"/>	
	Bodily Injury Liability	\$ Per Attached	\$ Per Attached
	Property Damage Liability	\$ Risk Details	\$ Risk Details
			\$209,297.06 \$Included
	Premises Medical Payments.....	EACH PERSON	EACH ACCIDENT
		\$ Not Covered	\$ Not Covered
	Personal Injury Liability Insurance.....	AGGREGATE	
		\$ Per Attached Risk Detail No. B0408INR210094	
			\$
		EACH CLAIMS	AGGREGATE
		INDIVIDUAL	\$
		PARTNERSHIP	XXX
	Comprehensive Automobile Liability Insurance.....	EACH PERSON	EACH OCCURRENCE
	Bodily Injury Liability	\$ Not Covered	\$ Not Covered
	Property Damage Liability	XXX	\$
		EACH PERSON	EACH ACCIDENT
	Automobile Medical Payments Insurance.....	\$ Not Covered	XXX
	Garage Insurance.....	See Coverage Part for Limits of Liability	
	Automobile Physical Damage Insurance (Non-Fleet).....	See Coverage Part for Limits of Liability	
	Automobile Physical Damage Insurance (Fleet Automatic).....	See Coverage Part for Limits of Liability	
	Schedule Automobile Liability Insurance.....	See Coverage Part for Limits of Liability	
	Endorsement and Additional Coverage Parts # (IDENTIFY BY FORM NUMBERS)	Per Attached Risk Detail No. B0408INR220094	
	If Policy Period more than one year and the premium is to be paid In installments, premium is payable: on effective date of policy \$	1 st Anniversary \$	2 nd Anniversary \$
	Audit Period: Annual, unless otherwise stated	Plus: 2% Assessment Fee (P.L. 21-10)	
			\$4,185.94
4	The named Insured is:	Individual <input type="checkbox"/>	Partnership <input type="checkbox"/>
		Joint Venture <input type="checkbox"/>	Other <input checked="" type="checkbox"/>
			Corporation <input type="checkbox"/>
			Guam Public Corporation <input checked="" type="checkbox"/>
	Business of the named insured is:	Per Attached Risk Detail No. B0408INR220094	
5	Policy Territory: Guam but worldwide in respect of Products		

Form No. KGL - 0301

Date Issued: **05/23/2022**
CLT 5439/COV 59/ AGT 188/UND 29/QTR

Signed By: _____


Authorized Representative
Moylan's Insurance Underwriters, Inc.
General Agent

INR220094

RISK DETAILS

UNIQUE MARKET REFERENCE: B0408INR220094

TYPE: Commercial General Liability Reinsurance

ORIGINAL INSURED: The Guam Waterworks Authority, any director, officer, elected or appointed official, contract employee, servant, employee or volunteer worker acting for or on behalf of the Authority

ADDRESS: Lot 2512, Municipality of Mangilao
688 Route 15
Fadian Mangilao
GUAM
96923

REINSURED DB Insurance Co., Ltd
Suite 102 Julale Shopping Center
424 West O'Brien Drive
Hagatna, Guam 96910

BUSINESS: Ownership, operation and maintenance of fresh and waste water facilities

PERIOD: From: 1st May 2022 to 1st May 2023 both days at
00.01 Local Standard Time at the address of the Original Insured

LIMIT OF LIABILITY: Section A- Public Liability USD25,000,000 any one occurrence
Section B- Pollution Liability USD15,000,000 any one occurrence and in the aggregate
Section C -Products Liability USD25,000,000 any one occurrence and in the aggregate

TERRITORIAL LIMITS: Guam but worldwide in respect of Products

CONDITIONS: Underwriters agree to waive sight of retention
Subject to the express terms of this Reinsurance, Reinsurers are liable under this Reinsurance to the extent that the Reassured is liable under the contract protected hereunder.
Claims Control Clause as attached
NMA1998 Service of Suit Clause as attached
LMA3100 Sanction Limitation and Exclusion Clause
LMA5396 Communicable Disease Endorsement
LMA5528 Cyber and Data Exclusion amended as attached
This Reinsurance is subject to notice of cancellation at the anniversary date.
Notice of cancellation with effect from 1st May 2023 is hereby given

Original Conditions

Wording : NVA07 Intl CGL plus Personal Injury Extension as attached
Excess USD300,000 each and every loss
Employees, officials and directors of the Insured are covered whilst attending meetings worldwide subject to the policy terms, conditions and limitations

If Underwriters desire to cancel this policy other than for non-payment of premium, they shall give not less than ninety days (90) days prior written notice by email and Certified Mail to:

Taling M. Taitano, Chief Financial officer
PO Box 3010
Hagatna
Guam 96923
E-mail tmaitano@guamwaterworks.org

Additional Insureds, waivers of subrogation, indemnities and contractual agreements, hold harmless agreements and cross liability clauses shall be held covered subject to notification to Insurers as soon as is practicable

Including the Insured's liability arising out of events held throughout the year on the Insured's premises

Including the liability of the Insured for bodily injury and/or property damage caused by an occurrence arising out of the giving or serving of alcoholic beverages by the Insured at functions incidental to the Insured's business, subject to a policy limit of USD1,000,000 any one occurrence. Such limit is included within and not in addition to the limit of liability shown in the policy

In the event of a claim under this policy, Insurers waive the right to invoke the legal defence of sovereign immunity

**EXPRESS
WARRANTIES:**

None
(Other than those that may be expressly contained within the policy conditions, wordings, clauses and in addition to any implied warranties under the laws to which this insurance is subject – failure to comply with a warranty will, in normal circumstances, void this insurance policy).

**CONDITIONS
PRECEDENT:**

None
(Other than those that may be expressly contained within the policy conditions, wordings, clauses and in addition to any implied warranties under the law to which this insurance is subject – failure to comply with any such Condition Precedent may result in the cancellation of or denial of coverage under this policy)

SUBJECTIVITIES:

None
(Other than those that may be expressly contained within the policy conditions, wordings, clauses to which this insurance is subject – failure to comply with any such Subjectivities may result in the cancellation of this policy and the issuance of a policy premium refund on a pro rata basis)

INR220094

CHOICE OF LAW

AND JURISDICTION: This insurance shall be governed by and construed in accordance with the laws of Guam and the exclusive jurisdiction of Guam courts. The seat of arbitration shall be Tamuning.

ANNUAL PREMIUM: \$209,297.06 Plus \$4,185.94 - 2% Assessment Fee

PREMIUM

PAYMENT TERMS: The (Re)Insured undertakes that premium will be paid in full to Underwriters within 60 days of inception of this policy (or, in respect of instalment premiums, when due).

If the premium due under this policy has not been so paid to Underwriters by the 60th day from the inception of this policy (and, in respect of instalment premiums, by the date they are due) Underwriters shall have the right to cancel this policy by notifying the (Re)Insured via the broker in writing. In the event of cancellation, premium is due to Underwriters on a pro rata basis for the period that Underwriters are on risk but the full policy premium shall be payable to Underwriters in the event of a loss or occurrence prior to the date of termination which gives rise to a valid claim under this policy.

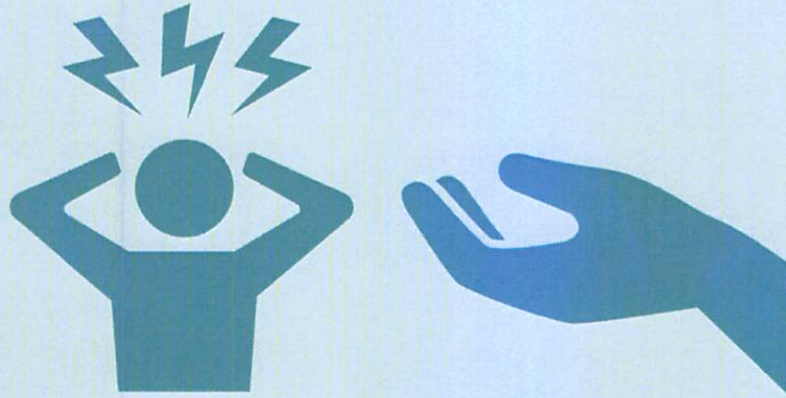
It is agreed that Underwriters shall give not less than 15 days prior notice of cancellation to the (Re)Insured via the broker. If premium due is paid in full to Underwriters before the notice period expires, notice of cancellation shall automatically be revoked. If not, the policy shall automatically terminate at the end of the notice period.

Unless otherwise agreed, the Leading Underwriter (and Agreement Parties if appropriate) are authorised to exercise rights under this clause on their own behalf and on behalf of all Underwriters participating in this contract.

If any provision of this clause is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability will not affect the other provisions of this clause which will remain in full force and effect.

Where the premium is to be paid through a London Market Bureau, payment to Underwriters will be deemed to occur on the day of delivery of a premium advice note to the Bureau.

11/01
LSW3000



COMMERCIAL GENERAL LIABILITY POLICY



Moylan's Insurance Underwriters, Inc.

424 W O BRIEN DR, STE 102, HAGATNA, GUAM 96910

TEL : (671) 477-8613 / 7500 / 8616

E-MAIL : agana@moylans.net FAX : (671) 477-1837

General Agent for :



PLEASE READ YOUR POLICY. If incorrect return for immediate correction.
Carefully note condition requiring immediate notice of every occurrence, claim or suit.
Loss, if any, please notify : Equitable Adjusting & Service at 477-7514

PUBLIC & PRODUCTS LIABILITY INSURANCE**1. OPERATIVE CLAUSE**

The Underwriters will indemnify the Insured against their liability to pay damages (including claimants costs, fees and expenses) in accordance with the law of any country but not in respect of any judgement, award, payment or settlement made within countries which operate under the laws of the United States of America or Canada (or to any order made anywhere in the world to enforce such judgement, award, payment or settlement either in whole or in part) unless the Insured has requested that there shall be no such limitation and has accepted the terms offered by Underwriters in granting such cover, which offer and acceptance must be signified by specific endorsement to this Policy.

This indemnity applies only to such liability as defined by each insured Section of this Policy arising out of the Business specified in the Schedule, subject always to the terms, Conditions and Exclusions of such Section and of the Policy as a whole.

For the purpose of determining the indemnity granted

- 1.1. " Injury" means death, bodily injury, illness or disease of or to any person;
- 1.2 " Damage " means loss of possession or control of or actual damage to tangible property;
- 1.3 " Pollution" means pollution or contamination of the atmosphere or of any water, land or other tangible property;
- 1.4 "Product " means any property after it has left the custody or control of the Insured which has been designed, specified, formulated, manufactured, constructed, installed, sold, supplied, distributed, treated, serviced, altered or repaired by or on behalf of the Insured, but shall not include food or drink supplied by or on behalf of the Insured primarily to the Insured¹'s employees as a staff benefit.
- 5 "Terrorism" means an act, including but not limited to the use of force or violence and/or threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or governments(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.
- 6 "Occurrence" means an event, including continuous or repeated exposures to substantially the same general conditions, which result in Injury and/or Damage neither expected nor intended from the standpoint of the Insured. All events of a series consequent upon or attributable to one source or original cause shall be deemed one Occurrence

2. INDEMNITY TO OTHERS

The indemnity granted extends to

- 2.1 at the request of the Insured, any party who enters into an agreement with the Insured for any purpose of the Business, but only to the extent required by such agreement to grant such indemnity and subjects always to Clauses 7.3.3, and 12.3;
- 2.2 officials of the Insured in their business capacity for their liability arising out of the performance of the Business and/or in their private capacity arising out of their temporary engagement of the Insured's employees;
- 2.3 at the request of the Insured any person or firm for their liability arising out of the performance of a contract to provide labour only services to the Insured;
- 2.4 the officers, committee and members of the Insured's canteen, social, sports, medical, fire fighting and welfare organisations in their respective capacity as such;
- 2.5 the personal representatives of the estate of any person indemnified by reason of this Clause 2 in respect of liability incurred by such persons;

provided always that all such persons or parties shall observe, fulfil and be subject to the terms, Conditions and Exclusions of this Policy as though they were the Insured.

3. CROSS LIABILITIES

Each person or party specified as the Insured in the Schedule is separately indemnified in respect of claims made against any of them by any other, subject to Underwriters' total liability not exceeding the stated Indemnity Limits.

4. DEFENCE COSTS

The Underwriters will pay all costs, fees and expenses incurred by the Insured with the Underwriters prior written consent in the investigation defence or settlement of any claim made against the Insured under this Policy (hereinafter called "Defence Costs") other than in respect of any actions in the United States of America or Canada.

Defence Costs extend to include the costs of representation at any inquest inquiry or other proceedings in respect of matters which have a direct relevance to any claim made or which might be made against the Insured provided such claim or claims arise from an Occurrence which is the subject of indemnity by this Policy

5. INDEMNITY LIMITS

Underwriters' liability to pay damages (including claimants' costs, fees and expenses) shall not exceed the sum stated in the Schedule against each Section in respect of any one Occurrence or series of Occurrences arising from one originating cause, but under Section B and Section C the Indemnity Limits represent Underwriters' total liability in respect of all Occurrences.

Defence Costs will be payable in addition to the Indemnity Limits unless this Policy is endorsed to the contrary.

Should liability arising from the same originating cause form the subject of indemnity by more than one Section of this Policy, each Section shall be subject to its own Indemnity Limit, provided always that the total amount of Underwriters liability shall not exceed the greatest Indemnity Limit available under any one of the Sections providing indemnity.

SECTION A- PUBLIC LIABILITY**6. SECTION A- INDEMNITY**

The Insured is indemnified by this Section in accordance with the Operative Clause for and/or arising out of Injury and/or Damage occurring during the Period of Insurance but not against liability arising out of

6.1 Pollution;

6.2 or in connection with any Product.

7. SECTION A- EXCLUSIONS

This section does not cover liability

7.1 arising out of the ownership, possession or use of any motor vehicle or trailer by or on behalf of the Insured, other than claims

7.1.1 caused by the use of any tool or plant forming part of or attached to or used in connection with any motor vehicle or trailer;

7.1.2 arising beyond the limits of any carriageway or thoroughfare and caused by the loading or unloading of any motor vehicle or trailer;

7.1.3 for damage to any bridge, weighbridge, road or anything beneath caused by the weight of any motor vehicle or trailer or the load thereon;

7.1.4 arising out of any motor vehicle or trailer temporarily in the Insured¹'s custody or control for the purpose of parking;

provided always that no indemnity is granted against liability compulsorily insurable by legislation or for which the government or other authority has accepted responsibility;

7.2 arising out of the ownership, possession or use by or on behalf of the Insured of any aircraft, watercraft or hovercraft (other than watercraft not exceeding five metres in length and then only whilst on inland waterways);

7.3 for and/or arising out of Damage to property owned, leased or hired by or under hire purchase or on loan to the Insured or otherwise in the Insured¹'s care, custody or control other than

7.3.1 premises (or the contents thereof) temporarily occupied by the Insured for work therein, and/or other property temporarily in the Insured's possession for work thereon (but no indemnity is granted for Damage to that part of the property on which the Insured is working and which arises out of such work);

7.3.2 clothing and personal effects belonging to employees and visitors of the Insured;

7.3.3 premises tenanted by the Insured to the extent that the Insured would be held liable in the absence of any specific agreement.

SECTION B - POLLUTION LIABILITY**8. SECTION B- INDEMNITY**

The Insured is indemnified by this Section in accordance with the Operative Clause for and/or arising out of Injury and/or Damage occurring during the Period of Insurance and arising out of Pollution, but only to the extent that the Insured can demonstrate that such Pollution

8.1 was the direct result of a sudden, specific and identifiable event occurring during the Period of Insurance;

8.2 was not the direct result of the Insured failing to take reasonable precautions to prevent such Pollution.

9. SECTION B - EXCLUSIONS

This Section is subject to the Exclusions of Sections A7 and C11, and also does not cover liability for and/or arising out of

9.1 Damage to premises which is presently or was at any time previously owned, leased or tenanted by the Insured;

9.2 Damage to land or water within or below the boundaries of any land or premises which is presently or was at any time previously owned, leased or tenanted by the Insured or otherwise in the Insured's care, custody or control.

SECTION C- PRODUCTS LIABILITY

10. SECTION C- INDEMNITY

The Insured is indemnified by this Section in accordance with the Operative Clause for and/or arising out of Injury and/or Damage occurring during the Period of Insurance but only against liability arising out of or in connection with any Product and not against liability arising out of Pollution.

11. SECTION C- EXCLUSIONS

This Section does not cover liability

11.1 for and/or arising out of Damage to any Product or part thereof;

11.2 for costs incurred in the repair, reconditioning, modification or replacement of any Product or part thereof and/or financial loss consequent upon the necessity for such repair, reconditioning, modification or replacement;

11.3 arising out of the recall of any Product or part thereof;

11.4 arising out of any Product or part thereof which with the Insured¹'s knowledge is intended to be incorporated into the structure, machinery or controls of any aircraft.

12. GENERAL EXCLUSIONS APPLICABLE TO ALL SECTIONS OF THE POLICY

This Policy does not cover liability

12.1 arising out of the deliberate, conscious or intentional disregard by the Insured¹'s technical or administrative management of the need to take all reasonable steps to prevent Injury or Damage;

12.2 for and/or arising out of Injury to any person under a contract of employment or apprenticeship with or the provision of labour only services to the Insured where such Injury arises out of the execution of such contract;

12.3 arising out of liquidated damages clauses, penalty clauses or performance warranties unless proven that liability would have attached in the absence of such clauses or warranties;

12.4 directly or indirectly occasioned by, happening through or in consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power;

12.5 directly or indirectly caused by or contributed to by or arising from

12.5.1 ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;

12.5.2 the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;

12.6 for Injury and/or Damage directly or indirectly caused by, resulting from or in connection with any act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

This exclusion also excludes Injury and/ or Damage directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of Terrorism.

If the Underwriters allege that by reason of this exclusion, any Injury and/ or Damage is not covered by this Policy the burden of proving the contrary shall be upon the Insured.

In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

- 12.7 directly or indirectly caused by or alleged to be caused by or contributed to in whole or in part or arising from the existence of or exposure to asbestos and /or any asbestos containing materials
- 12.8 for the Excess as stated in the Schedule in respect of the first amount of each claim or series of claims arising out of one originating cause

(if any product from one prepared or acquired batch causes Damage to property of or Injury to more than one person, the Damage to property of all persons and all Injury resulting from that batch shall be considered as arising out of one originating cause);
- 12.9 which forms the subject of insurance by any other policy and this Policy shall not be drawn into contribution with such other insurance;
- 12.10 for awards or damages of a punitive or exemplary nature whether in the form of fines, penalties, multiplication of compensation awards or damages or aggravated damages or in any other form whatsoever.

13. GENERAL CONDITIONS

(Conditions 13.1 to 13.4 are precedent to Underwriters' liability to provide indemnity under this Policy).

- 13.1 The Insured shall give written notice to the Underwriters as soon as reasonably practicable of any Occurrence that may give rise to a claim under this Policy and shall give all such additional information as the Underwriters may require. Every claim, writ, summons or process and all documents relating thereto shall be forwarded to the Underwriters immediately they are received by the Insured.
- 13.2 No admission, offer, promise or payment shall be made or given by or on behalf of the Insured without the prior written consent of the Underwriters who shall be entitled to take over and conduct in the name of the Insured the defence or settlement of any claim or to prosecute in the name of the Insured to their own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the Insured shall give all such information and assistance as the Underwriters may reasonably require.
- 13.3 The Insured shall give notice as soon as reasonably practicable of any fact or event which materially changes the information supplied to Underwriters at the time when this Policy was effected and Underwriters may amend the terms of this Policy according to the materiality of the change.
- 13.4 Where the premium is provisionally based on the Insured's estimates, the Insured shall keep accurate records and after expiry of the Period of Insurance declare as soon as possible such details as Underwriters require. The premium shall then be adjusted and any difference paid by or allowed to the Insured as the case may be subject to any minimum premium that may apply.
- 13.5 The Underwriters may at any time pay to the Insured in connection with any claim or series of claims under this Policy to which an Indemnity Limit applies the amount of such Limit (after deduction of any sums already paid) or any lesser amount for which such claims can be settled and upon such payment being made the Underwriters shall relinquish the conduct and control of and be under no further liability in connection with such claims except for the payment of Defence Costs incurred prior to the date of such payment (unless the Indemnity Limit is stated to be inclusive of Defence Costs).

Provided that if Underwriters exercise the above option and the amount required to dispose of any claim or series of claims exceeds the Indemnity Limit and such excess amount is insured either in whole or in part, with Defence Costs payable in addition to the Indemnity Limit under this Policy then the Underwriters will also contribute their proportion of subsequent Defence Costs incurred with their prior consent.

- 13.6 Any dispute concerning the interpretation of this Policy and/ or Schedule will be determined in accordance with the Law of Guam.

The Insured and Underwriters submit to the exclusive jurisdiction of any court of competent jurisdiction within Guam and agree to comply with all requirements necessary to give such court jurisdiction. All matters arising hereunder shall be determined in accordance with the law and practice of such court.

- 13.7 Any phrase or word in this Policy will be interpreted in accordance with the law of Guam. The Policy and the Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or the Schedule shall bear such specific meaning wherever it may appear.

- 13.8 The Underwriters may cancel this Policy by giving sixty days notice in writing of such cancellation to the Insured's last known address.
- 13.9 If any claim under this Policy is in any respect fraudulent all benefit under the Policy shall be forfeited.

CLAIMS CONTROL CLAUSE

The following clause applies to all circumstances that may give rise to a claim under the Original policy. Adherence by the Reinsured to the conditions set out herein is a condition precedent to Reinsurers Liability.

- (1) The Reinsured shall inform Reinsurers of any circumstance that may give rise to a claim on the Original Policy. In addition, the Reinsured shall provide Reinsurers with all available supporting information and documentation relating to the circumstance as soon as reasonably practicable but in any event within 14 days of the Reinsured becoming aware of such circumstance
- (2) Reinsurers shall have the right but not the obligation to assume control of the investigation of the circumstance and the defence and/or settlement of any resultant claim. Where Reinsurers assume control, the Reinsured shall act according to Reinsurers' direction.
- (3) No settlement shall be made by the Reinsured without prior written approval of Reinsurers.

Subject otherwise to the Terms Conditions Limitations and Exclusions of the Policy

SERVICE OF SUIT CLAUSE (U.S.A.)

It is agreed that in the event of the failure of Underwriters hereon to pay any amount claimed to be due hereunder, the Underwriters hereon, at the request of the Assured, will submit to the jurisdiction of a Court of competent jurisdiction within the United States. Nothing in this Clause constitutes or should be understood to constitute a waiver of Underwriters' rights to commence an action in any Court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another Court as permitted by the laws of the United States or of any State in the United States.

It is further agreed that service of process in such suit may be made upon

AM Insurance
Suite 113F
Ada's Commercial Center
Agana
Guam

and that in any suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above named are authorised and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the Assured to give a written undertaking to the Assured that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, Underwriters hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Assured or any beneficiary hereunder arising out of this contract of insurance, and hereby designate the above named as the person to whom the said officer is authorised to mail such process or a true copy thereof.

N.M.A. 1998

SANCTION LIMITATION AND EXCLUSION CLAUSE

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

LMA3100
15 September 2010

PERSONAL INJURY EXTENSION

The insurance provided by this Policy extends to include the Insured's legal liability for damages sustained by any person arising out of one or more of the following offences committed during the Policy period:

1. False arrest, restraint, detention or imprisonment.
2. Malicious prosecution.
3. Wrongful entry, eviction or other invasion of the right of private occupancy.
4. The publication or utterance of a libel or slander or of other defamatory or disparaging material in violation of an individual's right of privacy except publication or utterance in the course of or related to advertising, broadcasting or telecasting activities conducted by or on behalf of the Named Insured.
5. Incidental medical malpractice error or mistake by a physician, surgeon, nurse, medical technician or other person performing medical services but only for or on behalf of the Insured in the provision of emergency medical relief

The following additional exclusions shall apply to the Insurance provided by this extension:-

- (a) liability assumed by the Named Insured under any contract or agreement
- (b) personal injury arising out of the wilful violation of penal statute or ordinance committed by or with the knowledge or consent of the Named Insured
- (c) personal injury arising out of offence 4 above
 - (i) if the first injurious publication or utterance of the same or similar material was made prior to the effective date of this insurance
 - (ii) if such publication or utterance was made by or at the direction of the Insured with the knowledge of the false nature thereof
- (d) liability for personal injury sustained by any person directly or indirectly related to the past, present or potential employment of such person by the Insured.

The limit of liability applicable to Personal Injury claims shall be USD10,000,000. any one offence and in the aggregate during the Policy period

COMMUNICABLE DISEASE EXCLUSION**(For use on liability policies)**

1. Notwithstanding any provision to the contrary within this policy, this policy does not cover all actual or alleged loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.
2. For the purposes of this endorsement, loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test for a Communicable Disease.
3. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
 - 3.1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
 - 3.2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
 - 3.3. the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress, damage to human health, human welfare or property damage.

LMA5396

17 April 2020

CYBER AND DATA EXCLUSION

(for attachment to Canadian Liability forms)

1. Notwithstanding any provision to the contrary within this Policy or any endorsement thereto this Policy does not apply to any loss, damage, liability, claim, fines, penalties, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any:
 - 1.1 **Cyber Act** or **Cyber Incident** including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any **Cyber Act** or **Cyber Incident**;
 - 1.2 loss of use, reduction in functionality, repair, replacement, restoration, reproduction, loss or theft of any **Data**, including any amount pertaining to the value of such **Data**; or
 - 1.3 complaint, investigation, or proceedings arising directly or indirectly from a breach or alleged breach of the Personal Information Protection and Electronic Documents Act, the Canada Anti-Spam Legislation, any Privacy Act, or any similar Canadian, Provincial or Territorial statute or regulation,regardless of any other cause or event contributing concurrently or in any other sequence thereto.
2. In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
3. This endorsement supersedes any other wording in the Policy or any endorsement thereto having a bearing on a **Cyber Act**, **Cyber Incident** or **Data**, and, if in conflict with such wording, replaces it.

Definitions

4. **Computer System** means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the Insured or any other party.
5. **Cyber Act** means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **Computer System**.
6. **Cyber Incident** means:
 - 6.1 any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer System**; or
 - 6.2 any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **Computer System**.

7. **Data** means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a **Computer System**.

LMA5528

21 December 2020

IN WITNESS WHEREOF, the Company has caused this policy to be its president and manager, but this policy shall not be valid unless countersigned on the Declarations page by a duly authorized representative of the Company


Yonjo Choi

MANAGER



JEONG-NAM KIM

PRESIDENT

Jeong-Nam Kim
JEONG-NAM KIM

Yonjo Choi
Yonjo Choi

Attachment Q2

Response to Inquiries

RFP No. 2024-07 Risk Management & Insurance Consulting Services

- Loss History

Claims filed and paid by GWA (below deductible)

Description	FY2021	FY2022	FY2023
Claims - Workers' Comp	9,321.29	24,597.39	258,337.09
Claims - Damaged Cable Lines	46,283.74	34,257.71	42,386.84
Claims - Auto	14,359.00	7,894.34	0.00
Claims - Sewer Overflows	12,115.76	6,835.76	0.00
Claims - Personal Property	7,268.16	0.00	0.00
Employee related	0.00	18,750.00	0.00
	89,347.95	92,335.20	300,723.93

Claims filed and paid against GWA policy*

Description	FY2021	FY2022	FY2023
Claims - Auto			215,121.42

*Note: GWA has submitted an estimated \$4 million property damage claim related to Typhoon Mawar that is still pending settlement

Attachment Q3

Response to Inquiries

RFP No. 2024-07 Risk Management & Insurance Consulting Services

- Bond Indenture, Section 6.06 Insurance

shall not commit or allow any waste with respect to the System. Nothing herein shall prohibit the Authority from subcontracting any part of the maintenance and operation of the System.

SECTION 6.05 Liens and Claims. Subject to any rights of the United States of America, the Authority shall keep the System and all parts thereof free from judgments, from mechanics' and materialmen's liens and from all liens and claims of whatsoever nature or character, to the end that the security provided pursuant to this Indenture may at all times be maintained and preserved, and the Authority shall keep the System and the Revenues free from any liability which might hamper the Authority in conducting its business or operating the System. The Trustee or and Co-Trustee at its option (after first giving the Authority ten days written notice to comply therewith and failure of the Authority to so comply within said ten-day period) may defend against any and all actions or proceedings in which the validity of this Indenture is or might be questioned, or may pay or compromise any claim or demand asserted in any such actions or proceedings; provided, however, that, in defending against such actions or proceedings or in paying or compromising such claims or demands, the Trustee or the Co-Trustee shall not in any event be deemed to have waived or released the Authority from liability for or on account of any of its covenants and warranties contained herein, or from its liability hereunder to defend the validity of this Indenture and the pledge herein made and to perform such covenants and warranties.

SECTION 6.06 Insurance.

(A) The Authority will maintain or cause to be maintained insurance on the System with responsible insurers in such amounts and against such risks (including accident to or destruction of the System) as are usually maintained by prudent operators of systems similar and similarly situated to the System and which it shall deem advisable or necessary to protect its interests and the interests of the Bondowners so long as such insurance is available to the Authority on the open market from responsible insurers at reasonable cost. In the event of any damage to or destruction of the System caused by the perils covered by such insurance, the proceeds of such insurance shall be applied to the repair, reconstruction or replacement of the damaged or destroyed portion of the System; and the Authority shall cause such repair, reconstruction or replacement to begin promptly after such damage or destruction shall occur and to continue and to be properly completed as expeditiously as possible. If the proceeds received by reason of any such loss shall exceed the costs of such repair, reconstruction or replacement, the Authority shall deposit such excess in the Capital Improvement Fund. Notwithstanding the foregoing, if the proceeds of such insurance, together with other moneys available for such purpose, are sufficient to enable the Authority to retire all Outstanding Bonds, whether at maturity or on redemption prior to maturity or any combination thereof, and to pay the Parity Payment Agreement Payments and any Termination Amount payable by the Authority pursuant to Parity Payment Agreements in connection with a termination thereof, and to pay any Credit Agreement Payments then due and payable the Authority may elect not to repair, reconstruct or replace the damaged or destroyed portion of the System, and thereupon, the proceeds of such insurance shall be applied by the Authority and the Trustee to the payment when due of the interest to become due on all Outstanding Bonds on and prior to the maturity date or redemption date thereof, as the case may be, to the payment of the principal of and redemption premiums, if any, on all Outstanding Bonds at maturity or on redemption prior to maturity, as the case may be, and to the payment of such Parity Payment Agreement Payments and any such Termination Amounts, as the case may be, when due and to pay any Credit Agreement Payments then due and payable.

(B) The Authority will maintain such other insurance which it shall deem advisable or necessary to protect its interests and the interests of the Bondowners, which insurance shall afford protection in such amounts and against such risks as are usually maintained by prudent operators of systems similar to the System.

(C) Any insurance required under this Section may be maintained under a self-insurance program so long as such self-insurance is maintained in the amounts and manner customarily maintained by prudent operators of systems similar to the System. The Authority shall, every third year, engage an insurance consultant to review the Authority's self-insurance program and to make recommendations for any necessary modifications, including, but not limited to, any modifications necessary to comply with this Section. Each such report shall be filed with the Trustee.

SECTION 6.07 Books and Accounts; Financial Statements. (A) The Authority will keep proper books of record and accounts, separate from all other records and accounts, in which complete and correct entries shall be made of all transactions relating to the System. Such books of record and accounts shall at all times during business hours be subject to the inspection of the Trustee, the Co-Trustee or any Owner of Bonds then Outstanding or their representatives authorized in writing, at reasonable hours and under reasonable conditions.

(B) The Authority will prepare and file with the Trustee and the Co-Trustee annually within nine months after the close of each Fiscal Year so long as any of the Bonds are Outstanding --

(1) financial statements for the preceding Fiscal Year, prepared in accordance with (i) the accounting requirements of this Indenture and (ii) generally accepted accounting principles applied on a consistent basis from year to year, including a balance sheet, statement of income, statement of retained earnings, and statement of changes in financial position (including a statement of revenue, expenditures and fund balances for each of the Funds and Accounts established pursuant to this Indenture), and including a reconciliation between the bases of accounting required under clauses (i) and (ii) above, which financial statements shall be examined by and include the certificate or opinion of an Independent Certified Public Accountant, such certificate or opinion to include a statement as to the manner and extent to which the Authority has complied with the provisions of this Indenture as it relates to said financial statements; and

(2) a statement as to all insurance carried by the Authority as of the end of such Fiscal Year, including a brief description of the amount and coverage of each insurance policy and the name of the insuring company.

The Authority will furnish a copy of the aforesaid statements to any Credit Provider and to any Bondowner upon request, and will furnish to the Trustee such reasonable number of copies thereof (not exceeding 100 copies) as may be required by the Trustee for distribution to investment bankers, securities dealers and others interested in the Bonds and to the Owners of Bonds requesting copies thereof. The Trustee shall not be required to incur any nonreimbursable expenses in making such distribution.

SECTION 6.08 Authority Budgets. Prior to the commencement of each Fiscal Year, the Authority shall prepare and adopt an annual budget for such Fiscal Year. Such budget shall set forth in reasonable detail the Revenues anticipated to be derived in such Fiscal Year and the expenditures anticipated to be paid or provided for therefrom in such Fiscal Year including, without limitation, the amounts required to provide for the payment of the principal of, interest and redemption premium, if any, on the Bonds during such Fiscal Year, to pay or provide for Operation and Maintenance Expenses for such Fiscal Year, to pay or provide for Renewal and Replacement Costs for such Fiscal Year, to make up any deficiencies in any Fund or Account anticipated for the then current Fiscal Year, to transfer to or from the Rate Stabilization Fund each month, and to pay or provide for the payment of all other claims or obligations required to be paid from Revenues in such Fiscal Year, and shall show that Net Revenues shall be at least adequate to satisfy the requirements of Section 6.12. The Authority shall supply to the Trustee, the Co-Trustee, the Revenue Fund Depositary, any Credit Provider and any Bondowners who

Attachment Q4

Response to Inquiries

RFP No. 2024-07 Risk Management & Insurance Consulting Services

- Premium History

**Guam Waterworks Authority
Schedule of Insurance Coverage**

Line of Insurance	Carrier	Limit	Deductible
Property	DB Insurance Co., Ltd.	\$30,000,000	\$1,000,000 Cat \$100,000 all other
Liability	Dongbu Insurance Co., Ltd.	\$50,000,000 CSL	\$300,000 eel
Liability	DB Insurance Co., Ltd.	\$25,000,000 CSL	\$300,000 eel
D&O	DB Insurance Co., Ltd.	\$2,000,000	Nil
Auto	DB Insurance Co., Ltd.	\$2,000,000 CSL	\$1,000 each collision loss
Crime	DB Insurance Co., Ltd.	\$1,000,000	Nil
Cyber	Dongbu Insurance Co., Ltd.	\$5,000,000	50000
Total Premiums			

Premium	
May 1, 2020 - 2021	May 1, 2021 - 2022
701,530	701,530
141,440	168,582
15,921	15,921
36,075	38,364
5,245	5,245
39,753	38,192
\$ 939,965	\$ 967,834

Premium		
May 1, 2022 - 2023	May 1, 2023 - 2024	May 1, 2024 - 2025
1,475,604	1,475,604	1,475,604
213,483	213,483	224,135
27,750	27,750	27,750
44,798	44,798	112,230
13,487	13,487	13,487
\$ 1,775,122	\$ 1,775,122	\$ 1,853,207

Attachment Q6

Response to Inquiries

RFP No. 2024-07 Risk Management & Insurance Consulting Services

- Property Listing
- Vehicle Listing

**Guam Waterworks Authority Property Schedule
Replacement Values**

2022 Property Schedule

Property Description	Village Location	Sub Location	Replacement Costs		EDP Equipment (Computers)	Inventory	Building Use	Owned or Leased	Class	Year Built	Guards	Fences	Sprinkler	Burglary	Fire	Smoke
			Total	Story												
Wells	Agana	Deepwell A01	1,240,355	1			Extract & Treat Raw Water	Owned	concrete	6/1/1965	Y	Y	Y	Y	Y	N
Wells	Agana	Deepwell A02	1,422,720	1			Extract & Treat Raw Water	Owned	concrete	6/1/1965	Y	Y	Y	Y	Y	N
Wells	Agana	Deepwell A03	1,239,355	1			Extract & Treat Raw Water	Owned	concrete	6/1/1966	Y	Y	Y	Y	Y	N
Wells	Agana	Deepwell A04	1,228,327	1			Extract & Treat Raw Water	Owned	concrete	6/1/1966	Y	Y	Y	Y	Y	N
Wells	Agana	Deepwell A05	1,217,299	1			Extract & Treat Raw Water	Owned	concrete	6/1/1966	Y	Y	Y	Y	Y	N
Wells	Agana	Deepwell A06	1,206,271	1			Extract & Treat Raw Water	Owned	concrete	6/1/1967	Y	Y	Y	Y	Y	N
Wells	Agana	Deepwell A07	1,195,243	1			Extract & Treat Raw Water	Owned	concrete	6/1/1967	Y	Y	Y	Y	Y	N
Wells	Agana	Deepwell A08	1,184,215	1			Extract & Treat Raw Water	Owned	concrete	6/1/1967	Y	Y	Y	Y	Y	N
Wells	Agana	Deepwell A09	1,173,187	1			Extract & Treat Raw Water	Owned	concrete	6/1/1967	Y	Y	Y	Y	Y	N
Wells	Agana	Deepwell A10	1,162,159	1			Extract & Treat Raw Water	Owned	concrete	6/1/1967	Y	Y	Y	Y	Y	N
Wells	Ordot Chalan Pago	Deepwell A12	1,628,578	1			Extract & Treat Raw Water	Owned	concrete	6/1/1968	Y	Y	Y	Y	Y	N
Wells	Agana	Deepwell A13	1,235,355	1			Extract & Treat Raw Water	Owned	concrete	6/1/1972	Y	Y	Y	Y	Y	N
Wells	Agana	Deepwell A14	1,224,485	1			Extract & Treat Raw Water	Owned	concrete	6/1/1972	Y	Y	Y	Y	Y	N
Wells	Agana	Deepwell A15	1,213,615	1			Extract & Treat Raw Water	Owned	concrete	6/1/1972	Y	Y	Y	Y	Y	N
Wells	Agana	Deepwell A17	1,202,745	1			Extract & Treat Raw Water	Owned	concrete	6/1/1973	Y	Y	Y	Y	Y	N
Wells	Agana	Deepwell A18	1,191,875	1			Extract & Treat Raw Water	Owned	concrete	6/1/1973	Y	Y	Y	Y	Y	N
Wells	Agana	Deepwell A19	1,181,005	1			Extract & Treat Raw Water	Owned	concrete	6/1/1973	Y	Y	Y	Y	Y	N
Wells	Agana	Deepwell A21	1,170,135	1			Extract & Treat Raw Water	Owned	concrete	6/1/1974	Y	Y	Y	Y	Y	N
Wells	Agana	Deepwell A23	1,159,265	1			Extract & Treat Raw Water	Owned	concrete	7/1/1984	Y	Y	Y	Y	Y	N
Wells	Agana	Deepwell A25	1,148,395	1			Extract & Treat Raw Water	Owned	concrete	7/1/1984	Y	Y	Y	Y	Y	N
Wells	Agana	Deepwell A26	1,137,525	1			Extract & Treat Raw Water	Owned	concrete	7/1/1984	Y	Y	Y	Y	Y	N
Wells	Agana	Deepwell A28	1,126,655	1			Extract & Treat Raw Water	Owned	concrete	7/1/1984	Y	Y	Y	Y	Y	N
Wells	Agana	Deepwell A29	1,115,785	1			Extract & Treat Raw Water	Owned	concrete	7/1/1991	Y	Y	Y	Y	Y	N
Wells	Agana	Deepwell A30	1,104,915	1			Extract & Treat Raw Water	Owned	concrete	7/1/1991	Y	Y	Y	Y	Y	N
Wells	Agana	Deepwell A31	1,094,045	1			Extract & Treat Raw Water	Owned	concrete	7/1/1991	Y	Y	Y	Y	Y	N
Wells	Agana	Deepwell A32	1,083,175	1			Extract & Treat Raw Water	Owned	concrete	7/1/1991	Y	Y	Y	Y	Y	N
Wells	Yigo	Deepwell AG01	1,072,305	1			Extract & Treat Raw Water	Owned	concrete	6/1/1978	Y	Y	Y	Y	Y	N
Wells	Yigo	Deepwell AG02	1,061,435	1			Extract & Treat Raw Water	Owned	concrete	6/1/1968	Y	Y	Y	Y	Y	N
Wells	Dededo	Deepwell D01	1,612,543	1			Extract & Treat Raw Water	Owned	concrete	6/1/1965	Y	Y	Y	Y	Y	N
Wells	Dededo	Deepwell D02	1,605,423	1			Extract & Treat Raw Water	Owned	concrete	6/1/1965	Y	Y	Y	Y	Y	N
Wells	Dededo	Deepwell D03	947,928	1			Extract & Treat Raw Water	Owned	concrete	6/1/1965	Y	Y	Y	Y	Y	N
Wells	Dededo	Deepwell D04	964,287	1			Extract & Treat Raw Water	Owned	concrete	6/1/1965	Y	Y	Y	Y	Y	N
Wells	Dededo	Deepwell D05	1,622,543	1			Extract & Treat Raw Water	Owned	concrete	6/1/1965	Y	Y	Y	Y	Y	N
Wells	Dededo	Deepwell D06	950,000	1			Extract & Treat Raw Water	Owned	concrete	6/1/1966	Y	Y	Y	Y	Y	N
Wells	Dededo	Deepwell D07	964,582	1			Extract & Treat Raw Water	Owned	concrete	6/1/1966	Y	Y	Y	Y	Y	N
Wells	Dededo	Deepwell D08	1,240,155	1			Extract & Treat Raw Water	Owned	concrete	6/1/1966	Y	Y	Y	Y	Y	N
Wells	Dededo	Deepwell D09	1,226,153	1			Extract & Treat Raw Water	Owned	concrete	8/1/1991	Y	Y	Y	Y	Y	N
Wells	Dededo	Deepwell D10	1,212,151	1			Extract & Treat Raw Water	Owned	concrete	6/1/1968	Y	Y	Y	Y	Y	N
Wells	Dededo	Deepwell D11	1,198,149	1			Extract & Treat Raw Water	Owned	concrete	6/1/1969	Y	Y	Y	Y	Y	N
Wells	Dededo	Deepwell D12	1,184,147	1			Extract & Treat Raw Water	Owned	concrete	6/1/1971	Y	Y	Y	Y	Y	N
Wells	Dededo	Deepwell D13	1,170,145	1			Extract & Treat Raw Water	Owned	concrete	6/1/1971	Y	Y	Y	Y	Y	N
Wells	Dededo	Deepwell D14	1,156,143	1			Extract & Treat Raw Water	Owned	concrete	6/1/1973	Y	Y	Y	Y	Y	N
Wells	Dededo	Deepwell D15	1,142,141	1			Extract & Treat Raw Water	Owned	concrete	6/1/1974	Y	Y	Y	Y	Y	N
Wells	Dededo	Deepwell D16	1,310,546	1			Extract & Treat Raw Water	Owned	concrete	6/1/1975	Y	Y	Y	Y	Y	N
Wells	Dededo	Deepwell D17	855,847	1			Extract & Treat Raw Water	Owned	concrete	6/1/1975	Y	Y	Y	Y	Y	N
Wells	Dededo	Deepwell D18	894,959	1			Extract & Treat Raw Water	Owned	concrete	6/1/1976	Y	Y	Y	Y	Y	N
Wells	Dededo	Deepwell D19	934,071	1			Extract & Treat Raw Water	Owned	concrete	7/1/1984	Y	Y	Y	Y	Y	N
Wells	Dededo	Deepwell D20	1,235,000	1			Extract & Treat Raw Water	Owned	concrete	7/1/1984	Y	Y	Y	Y	Y	N
Wells	Dededo	Deepwell D21	1,012,295	1			Extract & Treat Raw Water	Owned	concrete	7/1/1984	Y	Y	Y	Y	Y	N
Wells	Dededo	Deepwell D22	1,015,440	1			Extract & Treat Raw Water	Owned	concrete	9/1/1997	Y	Y	Y	Y	Y	N
Wells	Dededo	Deepwell D24	1,021,730	1			Extract & Treat Raw Water	Owned	concrete	9/1/1997	Y	Y	Y	Y	Y	N
Wells	Dededo	Deepwell D25	1,024,875	1			Extract & Treat Raw Water	Owned	concrete	9/30/2001	Y	Y	Y	Y	Y	N
Wells	Dededo	Deepwell D26	1,028,020	1			Extract & Treat Raw Water	Owned	concrete	9/30/2001	Y	Y	Y	Y	Y	N
Wells	Dededo	Deepwell D27	1,031,165	1			Extract & Treat Raw Water	Owned	concrete	6/25/1999	Y	Y	Y	Y	Y	N
Wells	Dededo	Deepwell D28	1,034,310	1			Extract & Treat Raw Water	Owned	concrete	9/30/2001	Y	Y	Y	Y	Y	N
Wells	Dededo	Deepwell EX05A	1,237,455	1			Extract & Treat Raw Water	Owned	concrete	6/1/1982	Y	Y	Y	Y	Y	N
Wells	Dededo	Deepwell EX11	1,340,600	1			Extract & Treat Raw Water	Owned	concrete	6/1/1982	Y	Y	Y	Y	Y	N
Wells	Finegayan (Dededo)	Deepwell F01	1,043,745	1			Extract & Treat Raw Water	Owned	concrete	6/1/1969	Y	Y	Y	Y	Y	N
Wells	Finegayan (Dededo)	Deepwell F02	1,046,890	1			Extract & Treat Raw Water	Owned	concrete	6/1/1972	Y	Y	Y	Y	Y	N
Wells	Finegayan (Dededo)	Deepwell F03	1,787,601	1			Extract & Treat Raw Water	Owned	concrete	6/1/1972	Y	Y	Y	Y	Y	N
Wells	Finegayan (Dededo)	Deepwell F04	1,658,514	1			Extract & Treat Raw Water	Owned	concrete	6/1/1974	Y	Y	Y	Y	Y	N
Wells	Finegayan (Dededo)	Deepwell F05	1,529,427	1			Extract & Treat Raw Water	Owned	concrete	6/1/1974	Y	Y	Y	Y	Y	N
Wells	Finegayan (Dededo)	Deepwell F06	1,400,340	1			Extract & Treat Raw Water	Owned	concrete	6/1/1975	Y	Y	Y	Y	Y	N
Wells	Finegayan (Dededo)	Deepwell F07	1,271,253	1			Extract & Treat Raw Water	Owned	concrete	6/1/1975	Y	Y	Y	Y	Y	N
Wells	Finegayan (Dededo)	Deepwell F08	1,142,166	1			Extract & Treat Raw Water	Owned	concrete	6/1/1975	Y	Y	Y	Y	Y	N
Wells	Finegayan (Dededo)	Deepwell F09	1,013,079	1			Extract & Treat Raw Water	Owned	concrete	6/1/1978	Y	Y	Y	Y	Y	N
Wells	Finegayan (Dededo)	Deepwell F10	1,248,253	1			Extract & Treat Raw Water	Owned	concrete	6/1/1978	Y	Y	Y	Y	Y	N
Wells	Finegayan (Dededo)	Deepwell F11	1,268,789	1			Extract & Treat Raw Water	Owned	concrete	6/1/1978	Y	Y	Y	Y	Y	N
Wells	Finegayan (Dededo)	Deepwell F12	1,289,325	1			Extract & Treat Raw Water	Owned	concrete	6/1/1989	Y	Y	Y	Y	Y	N
Wells	Finegayan (Dededo)	Deepwell F13	1,309,861	1			Extract & Treat Raw Water	Owned	concrete	4/1/1992	Y	Y	Y	Y	Y	N
Wells	Finegayan (Dededo)	Deepwell F15	1,350,933	1			Extract & Treat Raw Water	Owned	concrete	9/1/1997	Y	Y	Y	Y	Y	N
Wells	Finegayan (Dededo)	Deepwell F16	1,371,469	1			Extract & Treat Raw Water	Owned	concrete	9/1/1997	Y	Y	Y	Y	Y	N
Wells	Finegayan (Dededo)	Deepwell F17	1,392,005	1			Extract & Treat Raw Water	Owned	concrete	9/1/1996	Y	Y	Y	Y	Y	N
Wells	Finegayan (Dededo)	Deepwell F18	1,412,541	1			Extract & Treat Raw Water	Owned	concrete	9/1/1996	Y	Y	Y	Y	Y	N

**Guam Waterworks Authority Property Schedule
Replacement Values**

Property Description	Village Location	Sub Location	Replacement Costs			Inventory	Building Use	Owned or Leased	Class	Year Built	Guards	Fences	Sprinkler	Burglary	Fire	Smoke
			Total	Story	EDP Equipment (Computers)											
Wells	Finegayan (Dededo)	Deepwell F19	1,433,077	1			Extract & Treat Raw Water	Owned	concrete	8/22/2000	Y	Y	Y	Y	Y	N
Wells	Finegayan (Dededo)	Deepwell F20	1,453,613	1			Extract & Treat Raw Water	Owned	concrete	9/30/2001	Y	Y	Y	Y	Y	N
Wells	Dededo	Deepwell H01	1,240,354	1			Extract & Treat Raw Water	Owned	concrete	6/1/1965	Y	Y	Y	Y	Y	N
Wells	Dededo	Deepwell HGC02	127,598	1			Extract & Treat Raw Water	Owned	concrete	6/1/1990	Y	Y	Y	Y	Y	N
Wells	Dededo	Deepwell G-501	1,243,555	1			Extract & Treat Raw Water	Owned	concrete	6/1/1978	Y	Y	Y	Y	Y	N
Wells	Barrigada	Deepwell M01	1,148,690	1			Extract & Treat Raw Water	Owned	concrete	6/1/1965	Y	Y	Y	Y	Y	N
Wells	Barrigada	Deepwell M02	1,053,825	1			Extract & Treat Raw Water	Owned	concrete	6/1/1968	Y	Y	Y	Y	Y	N
Wells	Mangilao	Deepwell M03	1,354,721	1			Extract & Treat Raw Water	Owned	concrete	6/1/1967	Y	Y	Y	Y	Y	N
Wells	Barrigada	Deepwell M04	1,394,587	1			Extract & Treat Raw Water	Owned	concrete	6/1/1967	Y	Y	Y	Y	Y	N
Wells	Dededo	Deepwell M05	1,204,633	1			Extract & Treat Raw Water	Owned	concrete	6/1/1969	Y	Y	Y	Y	Y	N
Wells	Dededo	Deepwell M06	1,481,035	1			Extract & Treat Raw Water	Owned	concrete	6/1/1969	Y	Y	Y	Y	Y	N
Wells	Dededo	Deepwell M07	1,316,552	1			Extract & Treat Raw Water	Owned	concrete	6/1/1969	Y	Y	Y	Y	Y	N
Wells	Barrigada	Deepwell M08	1,152,069	1			Extract & Treat Raw Water	Owned	concrete	6/1/1970	Y	Y	Y	Y	Y	N
Wells	Mangilao	Deepwell M09	987,586	1			Extract & Treat Raw Water	Owned	concrete	6/1/1970	Y	Y	Y	Y	Y	N
Wells	Mangilao	Deepwell M12	823,103	1			Extract & Treat Raw Water	Owned	concrete	6/1/1973	Y	Y	Y	Y	Y	N
Wells	Mangilao	Deepwell M14	1,365,045	1			Extract & Treat Raw Water	Owned	concrete	6/1/1974	Y	Y	Y	Y	Y	N
Wells	Dededo	Deepwell M15	1,482,102	1			Extract & Treat Raw Water	Owned	concrete	6/1/1981	Y	Y	Y	Y	Y	N
Wells	Mangilao	Deepwell M17A	962,504	1			Extract & Treat Raw Water	Owned	concrete	6/1/1983	Y	Y	Y	Y	Y	N
Wells	Mangilao	Deepwell M17B	948,523	1			Extract & Treat Raw Water	Owned	concrete	6/1/1983	Y	Y	Y	Y	Y	N
Wells	Mangilao	Deepwell M18	1,047,583	1			Extract & Treat Raw Water	Owned	concrete	8/1/1992	Y	Y	Y	Y	Y	N
Wells	Barrigada	Deepwell M20A	1,146,643	1			Extract & Treat Raw Water	Owned	concrete	9/1/1996	Y	Y	Y	Y	Y	N
Wells	Tiyan	Deepwell M21	1,245,703	1			Extract & Treat Raw Water	Owned	concrete	6/1/1984	Y	Y	Y	Y	Y	N
Wells	Mangilao	Deepwell M23	1,452,584	1			Extract & Treat Raw Water	Owned	concrete	6/1/1977	Y	Y	Y	Y	Y	N
Wells	Malojloj	Deepwell MJ01	1,580,241	1			Extract & Treat Raw Water	Owned	concrete	6/1/1964	Y	Y	Y	Y	Y	N
Wells	Malojloj	Deepwell MJ05	1,478,526	1			Extract & Treat Raw Water	Owned	concrete	9/30/2001	Y	Y	Y	Y	Y	N
Wells	Tiyan	Deepwell NAS-1 DW	1,458,259	1			Extract & Treat Raw Water	Owned	concrete	9/30/2001	Y	Y	Y	Y	Y	N
Wells	Yigo	Deepwell Y01	1,240,355	1			Extract & Treat Raw Water	Owned	concrete	6/1/1966	Y	Y	Y	Y	Y	N
Wells	Yigo	Deepwell Y02	1,452,684	1			Extract & Treat Raw Water	Owned	concrete	6/1/1967	Y	Y	Y	Y	Y	N
Wells	Yigo	Deepwell Y03	875,698	1			Extract & Treat Raw Water	Owned	concrete	6/1/1973	Y	Y	Y	Y	Y	N
Wells	Yigo	Deepwell Y04A	948,562	1			Extract & Treat Raw Water	Owned	concrete	6/1/1974	Y	Y	Y	Y	Y	N
Wells	Yigo	Deepwell Y05	1,021,426	1			Extract & Treat Raw Water	Owned	concrete	6/1/1981	Y	Y	Y	Y	Y	N
Wells	Yigo	Deepwell Y06	1,094,290	1			Extract & Treat Raw Water	Owned	concrete	6/1/1982	Y	Y	Y	Y	Y	N
Wells	Yigo	Deepwell Y07	1,167,154	1			Extract & Treat Raw Water	Owned	concrete	6/1/1983	Y	Y	Y	Y	Y	N
Wells	Yigo	Deepwell Y09	1,240,018	1			Extract & Treat Raw Water	Owned	concrete	6/1/1983	Y	Y	Y	Y	Y	N
Wells	Yigo	Deepwell Y10	1,312,882	1			Extract & Treat Raw Water	Owned	concrete	8/1/1992	Y	Y	Y	Y	Y	N
Wells	Yigo	Deepwell Y12	1,385,746	1			Extract & Treat Raw Water	Owned	concrete	9/1/1996	Y	Y	Y	Y	Y	N
Wells	Yigo	Deepwell Y14	1,458,610	1			Extract & Treat Raw Water	Owned	concrete	7/1/1997	Y	Y	Y	Y	Y	N
Wells	Yigo	Deepwell Y15	907,202	1			Extract & Treat Raw Water	Owned	concrete	8/1/1992	Y	Y	Y	Y	Y	N
Wells	Yigo	Deepwell Y16	1,241,586	1			Extract & Treat Raw Water	Owned	concrete	8/1/2001	Y	Y	Y	Y	Y	N
Wells	Yigo	Deepwell Y17	1,325,404	1			Extract & Treat Raw Water	Owned	concrete	8/1/2001	Y	Y	Y	Y	Y	N
Wells	Yigo	Deepwell Y18	1,215,759	1			Extract & Treat Raw Water	Owned	concrete	9/30/2001	Y	Y	Y	Y	Y	N
Wells	Yigo	Deepwell Y19	961,042	1			Extract & Treat Raw Water	Owned	concrete	9/30/2001	Y	Y	Y	Y	Y	N
Wells	Yigo	Deepwell Y20	974,502	1			Extract & Treat Raw Water	Owned	concrete	9/30/2001	Y	Y	Y	Y	Y	N
Wells	Yigo	Deepwell Y21A	987,962	1			Extract & Treat Raw Water	Owned	concrete	8/1/2001	Y	Y	Y	Y	Y	N
Wells	Yigo	Deepwell Y22	1,001,422	1			Extract & Treat Raw Water	Owned	concrete	9/30/2001	Y	Y	Y	Y	Y	N
Wells	Yigo	Deepwell Y23	1,014,882	1			Extract & Treat Raw Water	Owned	concrete	8/1/2001	Y	Y	Y	Y	Y	N
Fresh Water Treatment Plant	Talofoto	Ugum Water Treatment Plant	50,000,000	2			Extract & Treat Raw Water	Owned	Concrete	11/1/1993	N	Y	N	Y	N	N
Water Storage Tanks	Agana	Agana Heights	3,020,211	2			Store Treated Water	Owned	concrete	10/1/2016	N	Y	N	Y	N	N
Water Storage Tanks	Agat	Agat-Umatat	862,917	2			Store Treated Water	Owned	steel	1/1/1996	N	Y	N	Y	N	N
Water Storage Tanks	Barrigada	Asan Springs (Impoundment)	862,917	2			Store Treated Water	Owned	concrete (rectangular)	11/1/1996	N	Y	N	Y	N	N
Water Storage Tanks	Barrigada	Barrigada #1	6,903,339	2			Store Treated Water	Owned	concrete	8/1/2015	N	Y	N	Y	N	N
Water Storage Tanks	Barrigada	Barrigada #2	6,903,339	2			Store Treated Water	Owned	concrete	8/1/2015	N	Y	N	Y	N	N
Water Storage Tanks	Barrigada	Barrigada Heights (formerly Hyundai)	5,608,963	2			Store Treated Water	Owned	concrete	9/30/2020	N	Y	N	Y	N	N
Water Storage Tanks	Barrigada	Barrigada Heights Temp	862,917	2			Store Treated Water	Owned	bolting steel	Unknown	N	Y	N	Y	N	N
Water Storage Tanks	Sinajana	Chaot #1	3,020,211	2			Store Treated Water	Owned	concrete	1/1/2016	N	Y	N	Y	N	N
Water Storage Tanks	Sinajana	Chaot #2	3,020,211	2			Store Treated Water	Owned	concrete	1/1/2016	N	Y	N	Y	N	N
Water Storage Tanks	Dededo	Kaiser	7,766,257	2			Store Treated Water	Owned	steel	4/1/1994	N	Y	N	Y	N	N
Water Storage Tanks	Malojloj	Malojloj	2,329,877	2			Store Treated Water	Owned	steel	4/1/1974	N	Y	N	Y	N	N
Water Storage Tanks	Yona	Manenggon #1	3,279,086	2			Store Treated Water	Owned	steel	4/1/1986	N	Y	N	Y	N	N
Water Storage Tanks	Mangilao	Mangilao #1	2,329,877	2			Store Treated Water	Owned	steel	9/30/2001	N	Y	N	Y	N	N
Water Storage Tanks	Manilao	Mangilao #2	3,279,086	2			Store Treated Water	Owned	steel	3/1/1992	N	Y	N	Y	N	N
Water Storage Tanks	Piti	Nimitz Upper	86,292	2			Store Treated Water	Owned	steel	Unknown	N	Y	N	Y	N	N
Water Storage Tanks	Piti	Nimitz Lower	43,146	2			Store Treated Water	Owned	steel	3/8/1996	N	Y	N	Y	N	N
Water Storage Tanks	Merizo	Pigua Merizo	1,553,251	2			Store Treated Water	Owned	steel	6/1/1972	N	Y	N	Y	N	N
Water Storage Tanks	Umatat	Umatat Subdivision	1,553,251	2			Store Treated Water	Owned	steel	Unknown	N	Y	N	Y	N	N
Water Storage Tanks	Piti	Piti	1,553,251	2			Store Treated Water	Owned	steel	6/1/1972	N	Y	N	Y	N	N
Water Storage Tanks	Santa Rita	Santa Rita	5,608,963	2			Store Treated Water	Owned	concrete	4/1/1983	N	Y	N	Y	N	N
Water Storage Tanks	Yigo	Santa Ana Lower (Agat #1)	2,329,877	2			Store Treated Water	Owned	steel	Unknown	N	Y	N	Y	N	N
Water Storage Tanks	Yigo	Santa Ana Upper (Agat #2)	1,553,251	2			Store Treated Water	Owned	steel	8/1/1980	N	Y	N	Y	N	N
Water Storage Tanks	Talofoto	Ugum #1	3,279,086	2			Store Treated Water	Owned	steel	6/1/1982	N	Y	N	Y	N	N
Water Storage Tanks	Yigo	Santa Rosa #1	2,329,877	2			Store Treated Water	Owned	steel	10/1/1984	N	Y	N	Y	N	N
Water Storage Tanks	Yigo	Santa Rosa #2	5,608,963	2			Store Treated Water	Owned	concrete	10/1/1984	N	Y	N	Y	N	N
Water Storage Tanks	Santa Rita	Sinifa #1	2,329,877	2			Store Treated Water	Owned	steel	6/1/1975	N	Y	N	Y	N	N
Water Storage Tanks	Santa Rita	Sinifa #2	5,608,963	2			Store Treated Water	Owned	concrete	Unknown	N	Y	N	Y	N	N
Water Storage Tanks	Santa Rita	Santa Rita Spring (Impoundment)	862,917	2			Store Treated Water	Owned	concrete (rectangular)	4/1/1983	N	Y	N	Y	N	N

**Guam Waterworks Authority Property Schedule
Replacement Values**

Property Description	Village Location	Sub Location	Replacement Costs			Inventory	Building Use	Owned or Leased	Class	Year Built	Guards	Fences	Sprinkler	Burglary	Fire	Smoke
			Total	Story	EDP Equipment (Computers)											
Water Storage Tanks	Tamuning	Tamuning #1 (formerly Tumon)	2,329,877	2			Store Treated Water	Owned	steel	6/1/1972	N	Y	N	Y	N	N
Water Storage Tanks	Tamuning	Tumon #1 (formerly Tumon Loop)	5,608,963	2			Store Treated Water	Owned	concrete	9/30/2020	N	Y	N	Y	N	N
Water Storage Tanks	Yona	Windward Hills	2,329,877	2			Store Treated Water	Owned	steel	4/1/1975	N	Y	N	Y	N	N
Water Storage Tanks	Yigo	Yigo #1	6,903,339	2			Store Treated Water	Owned	concrete	9/30/2018	N	Y	N	Y	N	N
Water Storage Tanks	Yigo	Yigo #2	6,903,339	2			Store Treated Water	Owned	concrete	9/30/2018	N	Y	N	Y	N	N
Water Storage Tanks	Yigo	Yigo #3 (formerly Yigo #2)	4,142,004	2			Store Treated Water	Owned	steel	6/1/1996	N	Y	N	Y	N	N
Water Storage Tanks	Dededo	Astumbo #1 (Ysengsong #1)	3,279,086	2			Store Treated Water	Owned	steel	10/1/2018	N	Y	N	Y	N	N
Water Storage Tanks	Dededo	Astumbo #2 (Ysengsong #2)	6,903,339	2			Store Treated Water	Owned	concrete	9/30/2015	N	Y	N	Y	N	N
Building and Conents	Dededo	Building - Old Dededo Lab	1,113,391	1	43,979		Deepwell Rover HQ	Owned	concrete	8/1/1969	Y	Y	N	Y	N	N
Building and Conents	Tamuning	Building - Upper Tumon Office	4,782,052	2	923,559		Central Office	Owned	concrete	6/1/1978	Y	Y	N	Y	N	N
Building and Conents	Tamuning	Building - FMES	1,033,676	2	43,979		Repair Vehicles	Owned	steel	4/1/1985	Y	Y	N	Y	N	N
Building and Conents	Tamuning	Building - Warehouse	1,563,168	2	43,979	5,039,526	Store Materials	Owned	steel	6/1/1993	Y	Y	N	Y	N	N
Building and Conents	Tamuning	Building - Meter Test Facility	1,105,659	2	43,979		Quality Assurance	Owned	steel	11/15/2013	Y	Y	N	Y	N	N
Building and Conents	Tamuning	Building - New Compliance Lab	4,929,712	1	219,895		Test Water Samples	Owned	concrete	9/30/2018	Y	Y	N	Y	N	N
Building and Conents	Mangilao	Building - Fadian Offices		3	2,726,698		Admin Building	TBD	concrete	Unknown	Y	Y	Y	Y	Y	Y
Water BPS	Ordot Chalan Pago	Access Booster Pump Station	819,437	1			Transport Water	Owned	concrete	4/1/1993	N	Y	N	Y	N	N
Water BPS	Maina	Adawag	78,172	1			Transport Water	Owned	concrete	2/1/2001	N	Y	N	Y	N	N
Water BPS	Agana	Agana Heights WBPS	572,307	1			Transport Water	Owned	concrete	10/1/2016	N	Y	N	Y	N	N
Water BPS	Asan	Asan Springs WBPS	789,730	1			Transport Water	Owned	concrete	11/1/1996	N	Y	N	Y	N	N
Water BPS	Barrigada	Barrigada WBPS	1,500,000	1			Transport Water	Owned	concrete	8/1/2015	N	Y	N	Y	N	N
Water BPS	Yona	Brigade	856,499	1			Transport Water	Owned	concrete	6/1/1986	N	Y	N	Y	N	N
Water BPS	Yona	Camacho	125,199	1			Transport Water	Owned	concrete	5/29/2019	N	Y	N	Y	N	N
Water BPS	Dededo	Chalan Palauan Booster Pump Station	366,231	1			Transport Water	Owned	concrete	4/1/1997	N	Y	N	Y	N	N
Water BPS	Yigo	Gayinero	299,704	1			Transport Water	Owned	concrete	11/1/1984	N	Y	N	Y	N	N
Water BPS	Merizo	Geus	580,356	1			Transport Water	Owned	concrete	9/1/1999	N	Y	N	Y	N	N
Water BPS	Barrigada	Hyundai	903,560	1			Transport Water	Owned	concrete	3/18/2011	N	Y	N	Y	N	N
Water BPS	Inarajan	Ija	152,663	1			Transport Water	Owned	concrete	Unknown	N	Y	N	Y	N	N
Water BPS	Mangilao	Latte Heights	637,607	1			Transport Water	Owned	concrete	2/1/1987	N	Y	N	Y	N	N
Water BPS	Malojloj	Malojloj Line	582,930	1			Transport Water	Owned	concrete	8/1/1980	N	Y	N	Y	N	N
Water BPS	Malojloj	Malojloj WBPS	625,578	1			Transport Water	Owned	concrete	5/24/2000	N	Y	N	Y	N	N
Water BPS	Talofolo	Manuel Tenorio	82,379	1			Transport Water	Owned	concrete	Unknown	N	Y	N	Y	N	N
Water BPS	Yigo	Mataguac	474,559	1			Transport Water	Owned	concrete	6/1/1990	N	Y	N	Y	N	N
Water BPS	Yona	Menengan	650,212	1			Transport Water	Owned	concrete	4/1/1993	N	Y	N	Y	N	N
Water BPS	Piti	Nimitz Hill (Lower) WBPS	86,938	1			Transport Water	Owned	concrete	4/1/1975	N	Y	N	Y	N	N
Water BPS	Dededo	Northern WBPS	1,418,862	1			Transport Water	Owned	concrete	Unknown	N	Y	N	Y	N	N
Water BPS	Yona	Pago Bay	837,943	1			Transport Water	Owned	concrete	4/1/1981	N	Y	N	Y	N	N
Water BPS	Sinajana	Pale Kieran	61,424	1			Transport Water	Owned	concrete	Unknown	N	Y	N	Y	N	N
Water BPS	Merizo	Pigua	195,014	1			Transport Water	Owned	concrete	6/1/1968	N	Y	N	Y	N	N
Water BPS	Yigo	Santa Ana	630,457	1			Transport Water	Owned	concrete	8/1/1980	N	Y	N	Y	N	N
Water BPS	Santa Rita	Santa Rita Spring	742,670	1			Transport Water	Owned	concrete	4/1/1983	N	Y	N	Y	N	N
Water BPS	Yigo	Santa Rosa	742,257	1			Transport Water	Owned	concrete	6/1/1988	N	Y	N	Y	N	N
Water BPS	Santa Rita	Sinifa WBPS	484,511	1			Transport Water	Owned	concrete	4/1/1986	N	Y	N	Y	N	N
Water BPS	Merizo	Toguan	557,143	1			Transport Water	Owned	concrete	3/1/1981	N	Y	N	Y	N	N
Water BPS	Agat Santa Rita	Truman WBP-23	585,236	1			Transport Water	Owned	concrete	7/29/1999	N	Y	N	Y	N	N
Water BPS	Talofolo	Ugum	673,425	1			Transport Water	Owned	concrete	11/1/1993	N	Y	N	Y	N	N
Water BPS	Agana	Ulloa/Untalan	61,536	1			Transport Water	Owned	concrete	5/26/2011	N	Y	N	Y	N	N
Water BPS	Umatac	Umatac WBP1	200,724	1			Transport Water	Owned	concrete	9/30/2002	N	Y	N	Y	N	N
Water BPS	Umatac	Umatac WBP2	582,175	1			Transport Water	Owned	concrete	3/1/1981	N	Y	N	Y	N	N
Water BPS	Yona	Windward	615,093	1			Transport Water	Owned	concrete	4/1/1986	N	Y	N	Y	N	N
Water BPS	Yigo	Yigo Elevated Booster Pump Station	1,500,000	1			Transport Water	Owned	concrete	10/1/2018	N	Y	N	Y	N	N
Wastewater BPS	Umatac	Ejector - #2	300,000				Collect & Transport Wastewater	Owned	concrete	1/1/1981	N	Y	N	Y	N	N
Wastewater BPS	Merizo	Ejector - #3	300,000				Collect & Transport Wastewater	Owned	concrete	1/1/1981	N	Y	N	Y	N	N
Wastewater BPS	Merizo	Ejector - #4	300,000				Collect & Transport Wastewater	Owned	concrete	1/1/1981	N	Y	N	Y	N	N
Wastewater BPS	Merizo	Ejector - #5	300,000				Collect & Transport Wastewater	Owned	concrete	1/1/1981	N	Y	N	Y	N	N
Wastewater BPS	Merizo	Ejector - #6	300,000				Collect & Transport Wastewater	Owned	concrete	1/1/1981	N	Y	N	Y	N	N
Wastewater BPS	Merizo	Ejector - #7	300,000				Collect & Transport Wastewater	Owned	concrete	1/1/1981	N	Y	N	Y	N	N
Wastewater BPS	Maite	Ejector - Maite	300,000				Collect & Transport Wastewater	Owned	concrete	1/1/1981	N	Y	N	Y	N	N
Wastewater BPS	Yona	Ejector - Namo	300,000				Collect & Transport Wastewater	Owned	concrete	11/1/1994	N	Y	N	Y	N	N
Wastewater BPS	Agana	PS - Agana Main	4,250,000	1			Collect & Transport Wastewater	Owned	concrete	9/1/1967	N	Y	N	Y	N	N
Wastewater BPS	Agat	PS - Agat Chalgian	4,250,000	1			Collect & Transport Wastewater	Owned	concrete	2/1/1998	N	Y	N	Y	N	N
Wastewater BPS	Agat	PS - Agat Gaan	4,250,000	1			Collect & Transport Wastewater	Owned	concrete	9/30/2002	N	Y	N	Y	N	N
Wastewater BPS	Sewer	PS - Alupang Cove	4,250,000	1			Collect & Transport Wastewater	Owned	concrete	5/1/1986	N	Y	N	Y	N	N
Wastewater BPS	Asan	PS - Asan	4,250,000	1			Collect & Transport Wastewater	Owned	concrete	8/1/1971	N	Y	N	Y	N	N
Wastewater BPS	Dededo	PS - Astumbo 1	4,250,000	1			Collect & Transport Wastewater	Owned	concrete	2/1/1993	N	Y	N	Y	N	N
Wastewater BPS	Dededo	PS - Astumbo 2	4,250,000	1			Collect & Transport Wastewater	Owned	concrete	2/1/1993	N	Y	N	Y	N	N
Wastewater BPS	Barrigada	PS - Barrigada	4,250,000	1			Collect & Transport Wastewater	Owned	concrete	4/19/1999	N	Y	N	Y	N	N
Wastewater BPS	Tamuning	PS - Bayside	4,250,000	1			Collect & Transport Wastewater	Owned	concrete	9/1/1967	N	Y	N	Y	N	N
Wastewater BPS	Yona	PS - Baza Gardens	4,250,000	1			Collect & Transport Wastewater	Owned	concrete	5/1/1975	N	Y	N	Y	N	N
Wastewater BPS	Piti	PS - Cabras Island	4,250,000	1			Collect & Transport Wastewater	Owned	concrete	5/1/1986	N	Y	N	Y	N	N
Wastewater BPS	Mongmong	PS - Casimero	4,250,000	1			Collect & Transport Wastewater	Owned	concrete	9/30/2002	N	Y	N	Y	N	N
Wastewater BPS	Ordot Chalan Pago	PS - Chalan Pago #3	4,250,000	1			Collect & Transport Wastewater	Owned	concrete	5/25/2010	N	Y	N	Y	N	N
Wastewater BPS	Ordot Chalan Pago	PS - Chalan Pago #5 (Huegon)	4,250,000	1			Collect & Transport Wastewater	Owned	concrete	Unknown	N	Y	N	Y	N	N
Wastewater BPS	Sinajana	PS - Chaot	4,250,000	1			Collect & Transport Wastewater	Owned	concrete	9/1/1967	N	Y	N	Y	N	N
Wastewater BPS	Piti	PS - Commercial Port	4,250,000	1			Collect & Transport Wastewater	Owned	concrete	9/30/2002	N	Y	N	Y	N	N
Wastewater BPS	Mangilao	PS - Dairy Road	4,250,000	1			Collect & Transport Wastewater	Owned	concrete	11/1/1985	N	Y	N	Y	N	N

**Guam Waterworks Authority Property Schedule
Replacement Values**

Property Description	Village Location	Sub Location	Replacement Costs			Inventory	Building Use	Owned or Leased	Class	Year Built	Guards	Fences	Sprinkler	Burglary	Fire	Smoke
			Total	Story	EDP Equipment (Computers)											
Wastewater BPS	Ordot Chalan Pago	PS - Dero Road	4,250,000	1			Collect & Transport Wastewater	Owned	concrete	Unknown	N	Y	N	Y	N	N
Wastewater BPS	Dededo	PS - FEMA 96	4,250,000	1			Collect & Transport Wastewater	Owned	concrete	5/1/1993	N	Y	N	Y	N	N
Wastewater BPS	Chalan Pago	PS - Flora Gardens	4,250,000	1			Collect & Transport Wastewater	Owned	concrete	8/1/1990	N	Y	N	Y	N	N
Wastewater BPS	Tamuning	PS - Fujita	4,250,000	1			Collect & Transport Wastewater	Owned	concrete	8/1/1971	N	Y	N	Y	N	N
Wastewater BPS	Dededo	PS - Hafa Adai	4,250,000	1			Collect & Transport Wastewater	Owned	concrete	5/1/1989	N	Y	N	Y	N	N
Wastewater BPS	Harmon	PS - Harmon	4,250,000	1			Collect & Transport Wastewater	Owned	concrete	8/1/1972	N	Y	N	Y	N	N
Wastewater BPS	Dededo	PS - Inarajan Lift	4,250,000	1			Collect & Transport Wastewater	Owned	concrete	1/1/1990	N	Y	N	Y	N	N
Wastewater BPS	Dededo	PS - Inarajan Main	4,250,000	1			Collect & Transport Wastewater	Owned	concrete	4/1/1980	N	Y	N	Y	N	N
Wastewater BPS	Dededo	PS - Ironwood	4,250,000	1			Collect & Transport Wastewater	Owned	concrete	Unknown	N	Y	N	Y	N	N
Wastewater BPS	Mangilao	PS - Latte Double Trouble	4,250,000	1			Collect & Transport Wastewater	Owned	concrete	6/1/1977	N	Y	N	Y	N	N
Wastewater BPS	Dededo	PS - Latte Plantation	4,250,000	1			Collect & Transport Wastewater	Owned	concrete	Unknown	N	Y	N	Y	N	N
Wastewater BPS	Mangilao	PS - Latte Submarine	4,250,000	1			Collect & Transport Wastewater	Owned	concrete	9/30/2002	N	Y	N	Y	N	N
Wastewater BPS	Mangilao	PS - Latte Sunrise	4,250,000	1			Collect & Transport Wastewater	Owned	concrete	1/1/1977	N	Y	N	Y	N	N
Wastewater BPS	Malojloj	PS - Layon Dandan	4,250,000	1			Collect & Transport Wastewater	Owned	concrete	Unknown	N	Y	N	Y	N	N
Wastewater BPS	Malojloj	PS - Layon #3	4,250,000	1			Collect & Transport Wastewater	Owned	concrete	Unknown	N	Y	N	Y	N	N
Wastewater BPS	Barrigada	PS - Leyang	4,250,000	1			Collect & Transport Wastewater	Owned	concrete	9/30/2001	N	Y	N	Y	N	N
Wastewater BPS	Dededo	PS - Machanao	4,250,000	1			Collect & Transport Wastewater	Owned	concrete	4/1/1993	N	Y	N	Y	N	N
Wastewater BPS	Dededo	PS - Macheche	4,250,000	1			Collect & Transport Wastewater	Owned	concrete	6/1/1987	N	Y	N	Y	N	N
Wastewater BPS	Tamuning	PS - Mamajanao	4,250,000	1			Collect & Transport Wastewater	Owned	concrete	6/1/1967	N	Y	N	Y	N	N
Wastewater BPS	Mangilao	PS - Mangilao	4,250,000	1			Collect & Transport Wastewater	Owned	concrete	7/12/1999	N	Y	N	Y	N	N
Wastewater BPS	Mongmong	PS - Mongmong-Toto	4,250,000	1			Collect & Transport Wastewater	Owned	concrete	Unknown	N	Y	N	Y	N	N
Wastewater BPS	Talofoto	PS - MTL	4,250,000	1			Collect & Transport Wastewater	Owned	concrete	2/1/1972	N	Y	N	Y	N	N
Wastewater BPS	Merizo	PS - North Reyes	300,000	1			Collect & Transport Wastewater	Owned	concrete	11/1/1997	N	Y	N	Y	N	N
Wastewater BPS	Ordot Chalan Pago	PS - Ordot	4,250,000	1			Collect & Transport Wastewater	Owned	concrete	8/10/1999	N	Y	N	Y	N	N
Wastewater BPS	Yigo	PS - Pacific Latte	4,250,000	1			Collect & Transport Wastewater	Owned	concrete	Unknown	N	Y	N	Y	N	N
Wastewater BPS	Agat	PS - Pagachao	4,250,000	1			Collect & Transport Wastewater	Owned	concrete	10/1/1978	N	Y	N	Y	N	N
Wastewater BPS	Ordot Chalan Pago	PS - Pago Double	4,250,000	1			Collect & Transport Wastewater	Owned	concrete	4/12/1999	N	Y	N	Y	N	N
Wastewater BPS	Tamuning	PS - Paseo De Oro	4,250,000	1			Collect & Transport Wastewater	Owned	concrete	5/1/1986	N	Y	N	Y	N	N
Wastewater BPS	Dededo	PS - PGD	4,250,000	1			Collect & Transport Wastewater	Owned	concrete	8/1/1985	N	Y	N	Y	N	N
Wastewater BPS	Piti	PS - Piti	4,250,000	1			Collect & Transport Wastewater	Owned	concrete	8/1/1971	N	Y	N	Y	N	N
Wastewater BPS	Umatac	PS - Pump Station #11	300,000				Collect & Transport Wastewater	Owned	concrete	1/1/1981	N	Y	N	Y	N	N
Wastewater BPS	Umatac	PS - Pump Station #12	300,000				Collect & Transport Wastewater	Owned	concrete	1/1/1981	N	Y	N	Y	N	N
Wastewater BPS	Umatac	PS - Pump Station #13	300,000	1			Collect & Transport Wastewater	Owned	concrete	1/1/1981	N	Y	N	Y	N	N
Wastewater BPS	Merizo	PS - Pump Station #14	300,000				Collect & Transport Wastewater	Owned	concrete	1/1/1981	N	Y	N	Y	N	N
Wastewater BPS	Merizo	PS - Pump Station #15	300,000				Collect & Transport Wastewater	Owned	concrete	1/1/1981	N	Y	N	Y	N	N
Wastewater BPS	Merizo	PS - Pump Station #16	300,000				Collect & Transport Wastewater	Owned	concrete	1/1/1981	N	Y	N	Y	N	N
Wastewater BPS	Merizo	PS - Pump Station #17	300,000				Collect & Transport Wastewater	Owned	concrete	1/1/1981	N	Y	N	Y	N	N
Wastewater BPS	Merizo	PS - Pump Station #18	300,000				Collect & Transport Wastewater	Owned	concrete	1/1/1981	N	Y	N	Y	N	N
Wastewater BPS	Umatac	PS - Pump Station #19	300,000	1			Collect & Transport Wastewater	Owned	concrete	7/1/1995	N	Y	N	Y	N	N
Wastewater BPS	Merizo	PS - Pump Station #20	300,000				Collect & Transport Wastewater	Owned	concrete	1/1/1981	N	Y	N	Y	N	N
Wastewater BPS	Dededo	PS - Route 16	4,250,000	1			Collect & Transport Wastewater	Owned	concrete	3/1/1991	N	Y	N	Y	N	N
Wastewater BPS	Yigo	PS - Santa Ana	4,250,000	1			Collect & Transport Wastewater	Owned	concrete	9/30/2018	N	Y	N	Y	N	N
Wastewater BPS	Sinajana	PS - Sinajana	4,250,000	1			Collect & Transport Wastewater	Owned	concrete	9/30/2002	N	Y	N	Y	N	N
Wastewater BPS	Dededo	PS - Southern Link	4,250,000	1			Collect & Transport Wastewater	Owned	concrete	1/1/1977	N	Y	N	Y	N	N
Wastewater BPS	Mangilao	PS - Tai Mangilao	4,250,000	1			Collect & Transport Wastewater	Owned	concrete	10/1/1979	N	Y	N	Y	N	N
Wastewater BPS	Talofoto	PS - Talofoto	4,250,000	1			Collect & Transport Wastewater	Owned	concrete	7/1/1995	N	Y	N	Y	N	N
Wastewater BPS	Santa Rita	PS - Tipaleo	4,250,000	1			Collect & Transport Wastewater	Owned	concrete	3/15/2012	N	Y	N	Y	N	N
Wastewater BPS	Maite	PS - Toto Gardens	4,250,000	1			Collect & Transport Wastewater	Owned	concrete	6/1/1991	N	Y	N	Y	N	N
Wastewater BPS	Yigo	PS - Yigo	4,250,000	1			Collect & Transport Wastewater	Owned	concrete	11/1/1977	N	Y	N	Y	N	N
Wastewater BPS	Tamuning	PS - Ypao	4,250,000	1			Collect & Transport Wastewater	Owned	concrete	6/1/1967	N	Y	N	Y	N	N
Wastewater BPS	Yigo	PS - Ypaopao Estates	4,250,000	1			Collect & Transport Wastewater	Owned	concrete	6/1/1972	N	Y	N	Y	N	N
Wastewater BPS	Yigo	PS - Zero Down	4,250,000	1			Collect & Transport Wastewater	Owned	concrete	9/27/2017	N	Y	N	Y	N	N
Wastewater BPS	Santa Rita	Aplacho PS-3	4,250,000	1			Collect & Transport Wastewater	Owned	concrete	Unknown	N	Y	N	Y	N	N
Wastewater BPS	Dededo	Fadian SPS	4,250,000	1			Collect & Transport Wastewater	TBD	concrete	Unknown	N	Y	N	Y	N	N
Wastewater BPS	Unavailable	R2 PS	4,250,000	1			Collect & Transport Wastewater	TBD	concrete	Unknown	N	Y	N	Y	N	N
Wastewater BPS	Mangilao	Sagan Bonita PS 1	4,250,000	1			Collect & Transport Wastewater	TBD	concrete	Unknown	N	Y	N	Y	N	N
Wastewater BPS	Mangilao	Sagan Bonita PS 2	4,250,000	1			Collect & Transport Wastewater	TBD	concrete	Unknown	N	Y	N	Y	N	N
Wastewater BPS	Tiyan	Tiyan 2 PS	4,250,000	1			Collect & Transport Wastewater	TBD	concrete	Unknown	N	Y	N	Y	N	N
Wastewater BPS	Yona	Windward Hills SPS #2	4,250,000	1			Collect & Transport Wastewater	TBD	concrete	Unknown	N	Y	N	Y	N	N
Wastewater Treatment Plants	Dededo	Northern District	185,854,293	1	175,916		Treat Wastewater	Owned	concrete	3/1/1978	N	Y	N	Y	N	N
Wastewater Treatment Plants	Hagatna	Hagatna	48,973,855	1	87,958		Treat Wastewater	Owned	concrete	5/1/1972	N	Y	N	Y	Y	Y
Wastewater Treatment Plants	Santa Rita	New Agat-Santa Rita	69,962,650	1	43,979		Treat Wastewater	Owned	concrete	4/30/2017	N	Y	N	Y	Y	Y
Wastewater Treatment Plants	Merizo	Umatac-Merizo	27,969,161	2	43,979		Treat Wastewater	Owned	concrete	1/1/1981	N	Y	N	Y	Y	N
Wastewater Treatment Plants	Inarajan	Inarajan	3,498,133	1			Treat Wastewater	Owned	concrete	1/1/1990	N	Y	N	Y	Y	N
Wastewater Treatment Plants	Ordot Chalan Pago	Pago-Socio	1,749,066				Treat Wastewater	TBD	concrete	Unknown	N	Y	N/A	N/A	N/A	N/A
Customer Water Meters	Island Wide	Customer Water Meters	21,343,010					Owned	Mechanical & Electronic	Various	N	N	N	N	N	N
Manholes	Island Wide	Manholes	352,413,750					Owned	Steel	Various	N	N	N	N	N	N
Freshwater Underground Piping	Island Wide	Freshwater Underground Piping	1,193,863,125					Owned	Pipes	Various	N	N	N	N	N	N
Wastewater Underground Piping	Island Wide	Wastewater Underground Piping	1,398,095,800					Owned	Pipes	Various	N	N	N	N	N	N
Totals			\$ 3,936,562,349		\$ 4,397,900	\$ 5,039,526										
Grand Total			\$ 3,945,999,775													

**Guam Waterworks Authority Property Schedule
Replacement Values**

			Replacement Costs													
Property Description	Village Location	Sub Location	Total	Story	EDP Equipment (Computers)	Inventory	Building Use	Owned or Leased	Class	Year Built	Guards	Fences	Sprinkler	Burglary	Fire	Smoke

Replacement costs determinants:
 Water Storage Tanks Cost per gallon x reservoir capacity.
 Freshwater Treatment Plants Production capacity
 Wells Production capacity
 Wastewater Treatment Plants Construction costs of ongoing and recently built treatment plants
 Wastewater Booster Pump Stations Construction costs of current bid x 1.25 escalation factor
 Wastewater Underground Piping Pipe size and length in linear feet - sizes ranged from 1" to 48"
 Freshwater Underground Piping Pipe size and length in linear feet - sizes ranged from 1" to 24"
 Building and Contents Historical cost x inflation rate
 Electronic Data Processing Current costs
 Inventory Current costs



EQUIPMENT MASTER LIST INSURANCE COVERAGE FY2024 - FY2025

Coverage Period: 05/01/2024 - 05/01/2025

NO.	MAKE	MODEL	YEAR	VIN.#	COLOR	
1	7094	ZEIMAN/BOMAG	TRAILER - 1120	1989	ZP15647	BLACK
2	6983	KENWORTH	TRACTOR TRUCK	1993	1XK0D60XRS617660	WHITE
3	3216	NISSAN	FRONTIER 4X2	2000	1N6DD21S6YC307391	WHITE
4	4458	NISSAN	PATHFINDER	2000	JN8AR07Y8YW436050	BEIGE
5	5392	TOYOTA	TACOMA	2000	4TANL42N9YZ625318	RED
6	7283	PETERBILT	TRACTOR	2000	1XPFDBox2YN512802	SILVER
7	4406	TOYOTA	TUNDRA 4X4	2001	5TBRN34151S165126	BEIGE
8	7131	NISSAN	FRONTIER 4X2	2001	1N6SDD21S91C321470	RED
9	7231	TOYOTA	TACOMA 4X2	2001	5TENL42N31Z854446	WHITE
10	7233	ZIEMAN 4245-A	TRAILER	2002	1ZCT35A2922P24324	BLACK
11	7234	TOWMASTER	TRAILER	2003	4KNFT222X3L160070	SILVER
12	7537	NISSAN	FRONTIER	2004	1N6DD26T24C466971	BLUE
13	4261	FORD	RANGER	2005	1FTYR10D55PA56824	SILVER
14	4262	FORD	RANGER	2005	1FTYR10D35PA56823	BEIGE
15	4558	TOYOTA	TACOMA	2005	5TETX22N15Z062429	BEIGE
16	4404	NISSAN	XTERRA 4X4	2006	5N1AN08W96C514544	BLACK
17	4450	NISSAN	FRONTIER	2006	1N6ADO6W06C401203	MAROON
18	4489	FORD	RANGER	2006	1FTYR10D76PA42392	WHITE
19	4491	FORD	RANGER	2006	1FTYR10D86PA58116	WHITE
20	4492	FORD	RANGER	2006	1FTYR10DX6PA58117	WHITE
21	6071	FORD	RANGER	2006	1FTYR10DX6PA58120	WHITE
22	4592	FORD	RANGER	2007	1FTYR10D17PA15254	WHITE
23	7605	FORD	RANGER	2007	1FTYR10D97PA13008	BEIGE
24	4612	INTERNATIONAL	VACTOR	2007	1HTWCADR48J667839	WHITE
25	4742	FORD	RANGER	2007	1FTYR10D37PA46747	WHITE
26	4743	FORD	RANGER	2007	1FTYR10D97PA54058	WHITE
27	7635	FORD	RANGER	2007	1FTYR10D87PA46744	WHITE
28	4745	FORD	RANGER	2007	1FTYR10D67PA4673	WHITE
29	4746	FORD	RANGER	2007	1FTYR10DX7PA46745	WHITE
30	5025	FORD	RANGER	2007	1FTYR14D57PA44556	WHITE
31	5028	FORD	RANGER	2007	1FTYR14D87PA42333	WHITE
32	5029	FORD	RANGER	2007	1FTYR14DX7PA42334	WHITE
33	5030	FORD	RANGER	2007	1FTYR14D37PA42336	WHITE
34	5035	FORD	RANGER	2007	1FTYR14D77PA44557	WHITE
35	6984	INTERNATIONAL	VACTOR	2007	1HTTWGADT18J667832	WHITE
36	7385	FORD	RANGER	2007	1FTYR10DX7PA28536	WHITE
37	4768	MAZDA	MAZDA 3	2008	1JM1BK12F181865737	WHITE
38	4802	SUZUKI	G/MTARA	2008	JS3TE944X84102282	BLUE
39	4806	FORD	E150 CARGO/VAN	2008	1FTNE14W18DA82353	WHITE
40	4807	FORD	E150 CARGO/VAN	2008	1FTNE14W38DA82354	WHITE
41	4827	FORD	RANGER	2008	1FTYR10UX8PA97065	WHITE
42	5037	FORD	RANGER	2008	1FTYR10D18PA43900	BLUE
43	5070	FORD	F-350 CREW CAB	2008	1FDWX36Y08EE21375	WHITE
44	5071	FORD	RANGER/UT	2008	1FTYR10U38PA97067	WHITE
45	5072	FORD	RANGER/UT	2008	1FTYR10U78PA97072	WHITE
46	5074	FORD	RANGER/UT	2008	1FTYR10U38PA97070	WHITE
47	5075	FORD	RANGER/UT	2008	1FTYR10U38PA91642	WHITE
48	5076	FORD	RANGER/UT	2008	1FTYR10U58PA97068	WHITE
49	5077	FORD	RANGER/UT	2008	1FTYR10U58PA91643	WHITE
50	5660	FORD	E-450 BOX VAN	2008	1FCLE49S180B44493	WHITE
51	5677	FORD	RANGER	2008	1FTYR10U18PA97066	WHITE
52	7116	CHEVY	EXPRESS	2008	1GCHG30KX81107812	WHITE
53	95	Black Dot	Trailer MODEL#WS58SALD	2009	4P2FB0814RY098898	YELLOW
54	5245	Marksman-Trailer	RBET80X15-99WD/904	2009	1M9BE15269L516009	RED
55	6908	Marksman-Trailer	RBET80X15-99WD/902	2009	1M9BE15249L516008	RED
56	5040	FORD	RANGER	2011	1FTKR1AD2BPA82488	WHITE
57	5041	FORD	RANGER	2011	1FTKR1AD2BPA82491	WHITE
58	5042	FORD	ESCAPE	2011	1FMCU9C7XCCKA60886	WHITE
59	6097	FORD	RANGER XCAB P/U 2WD	2011	1FTLR1EE7BPA84941	WHITE
60	6103	FORD	ESCAPE, WAGON	2011	1FMCU9C70BK62759	SILVER
61	6104	TOYOTA	TACOMA 4WD, DBL. CAB	2011	5TFLU4EN8BX016972	GREEN
62	6105	TOYOTA	TACOMA 4WD, DBL. CAB	2011	5TFLU4EN9BX018682	GREEN
63	6159	FORD	F-150 P/U 2WD	2011	1FTMF1CM9BKE05639	WHITE



EQUIPMENT MASTER LIST INSURANCE COVERAGE FY2024 - FY2025

Coverage Period: 05/01/2024 - 05/01/2025

NO.	MAKE	MODEL	YEAR	VIN.#	COLOR	
64	6163	FORD	F-150 P/U 2WD	2011	1FTMF1CM2BKE05630	SILVER
65	6168	FORD	F-150 P/U 2WD	2011	1FTMF1CM6BKE05632	SILVER
66	6170	FORD	RANGER XCAB P/U 2WD	2011	1FTLR1EEXBPA83055	WHITE
67	6171	FORD	RANGER XCAB P/U 2WD	2011	1FTLR1EE6BPA83053	WHITE
68	6172	FORD	RANGER XCAB P/U 2WD	2011	1FTLR1EE8BPA83054	WHITE
69	6173	FORD	RANGER XCAB P/U 2WD	2011	1FTLR1EE1BPA83056	WHITE
70	6174	FORD	RANGER XCAB P/U 2WD	2011	1FTLR1EE5BPA84940	WHITE
71	7107	FORD	F-150 P/U 2WD	2011	1FTMF1CM4BKE05631	SILVER
72	5422	FORD	ESCAPE XLT	2012	1FMCU0D71CKA60883	GRAY
73	5425	FORD	ESCAPE XLS	2012	1FMCU9C75CKA60889	SILVER
74	5426	FORD	ESCAPE XLS 4X4, AWD	2012	1FMCU9C73CKA60888	SILVER
75	5427	FORD	ESCAPE XLS FWD	2012	1FMCU0C76CKA60878	RED
76	5429	FORD	ESCAPE XLS FWD	2012	1FMCU0C79CKA60874	GREEN
77	5430	FORD	ESCAPE XLS FWD	2012	1FMCU0C70CKA60875	BLUE
78	5431	FORD	ESCAPE XLS FWD	2012	1FMCU0C75CKA60869	GOLD
79	6030	CHEVROLET	VAN CG33705	2012	1GCZGUBG4C1152625	WHITE
80	6093	JOHN DEERE	410, BACKHOE, 4WD	2012	1T0410KXKCD234952	YELLOW
81	6094	JOHN DEERE	410, BACKHOE, 4WD	2012	1T0410KXLCD234957	YELLOW
82	6162	FORD	E150 CARGO VAN	2012	1FTNE1EW0CDA07473	WHITE
83	6164	FORD	E150 CARGO VAN	2012	1FTNE1EW7CDA07471	WHITE
84	6165	FORD	ESCAPE XLT, AWD	2012	1FMCU9C74CKC57648	WHITE
85	6166	FORD	E150 CARGO VAN	2012	1FTNE1EW2CDA07474	WHITE
86	6167	FORD	F-150 P/U 4WD	2012	1FTMF1EM7BFC81831	WHITE
87	6177	FORD	F-150 XCAB P/U 4WD	2012	1FTEX1EM0CKD41104	WHITE
88	6023	FREIGHT LINER	JETTER M2106V	2013	1FVHC3DJ1DHF86022	WHITE
89	6024	FREIGHT LINER	DUMPSTER R/O M2106	2013	3ALHCYDJXDDFD5509	WHITE
90	6113	OVERBILT	TILT TAG/TRAILER-Pintle	2013	1Z9KD3129CO058445	BLACK
91	6114	OVERBILT	TILT TAG/TRAILER-Fixed	2013	1Z91D3523CO058446	BLACK
92	MC1301	GROVE	Crane, 30T RT530E-2	2013	232329	YELLOW
93	6578	FREIGHT LINER	DUMPSTER R/O M2106	2014	3ALHCYDJ9EDFZ6338	WHITE
94	7232	KENWORTH	DUMP TRUCK	2014	1NKDLOEXOER385558	WHITE
95	5391	EH WACHS	Valve Maintenance Trailer	2017	1E9PT1514HC2297300	BLACK
96	5771	FREIGHTLINER	M2112 VACUUM TRUCK	2017	1FVHC5CV7HHJD3740	WHITE
97	5789	JOHN DEERE	5075E TRACTOR MOWER	2017	1PY5075EPHH401604	GREEN
98	6399	2017 Ford F150 Pickup	F-150 XCAB P/U 2WD	2017	1FTEX1C89HKD65494	WHITE
99	6400	2017 Ford F150 Pickup	F-150 XCAB P/U 2WD	2017	1FTEX1C85HKD65489	WHITE
100	6401	2017 Ford F150 Pickup	F-150 XCAB P/U 2WD	2017	1FTEX1C87HKD65493	WHITE
101	6402	2017 Ford F150 Pickup	F-150 XCAB P/U 2WD	2017	1FTEX1C89HKE41084	WHITE
102	6403	FORD	TRANSIT CONNECT VAN	2017	NMOLS6E7XH1326567	WHITE
103	6404	FORD	TRANSIT CONNECT VAN	2017	NMOLS6E7OH1326559	WHITE
104	6405	MAZDA	CX 5	2017	JM3KFBDL6HO185679	SILVER
105	6406	MAZDA	CX 5	2017	JM3KFBDL6HO201945	WHITE
106	6407	MAZDA	CX 5	2017	JM3KFABL4HO201049	SILVER
107	6408	MAZDA	CX 5	2017	JM3KFABL6HO200341	BROWN
108	6415	EH WACHS	Valve Maintenance Trailer	2017	1E9PT1516HC297301	BLACK
109	6547	SULLIVAN PALATEK	DF1150PXHDCU3A	2017	4YAHH2026HM001838	BLACK
110	5815	FREIGHT LINER	DUMPSTER R/O M2106	2018	3ALHCYDJ8JM9541	WHITE
111	6548	FORD	F-350 PICKUP OXFORD	2018	1FT8W3DT6JEC33280	WHITE
112	6549	FORD	F-350 PICKUP OXFORD	2018	1FT8W3DT8JEC33281	WHITE
113	6565	FORD	F-350 Utility Truck	2018	1FDRF3HT2HRF03352	WHITE
114	6566	FREIGHT LINER	Hoist Rig M2106	2018	1FVAYCYDJ0JHJY5770	WHITE
115	6567	H & H	Trailer	2018	5JWUF2220JN501298	BLACK
116	6572	MAZDA	CX 5	2018	JM3KFACMXJ1341095	WHITE
117	6701	GMC	CANYON	2018	1GTH5BEA3J1266920	WHITE
118	6702	GMC	CANYON	2018	1GTH5BEA2J1212007	DARK SLATE
119	6703	GMC	CANYON	2018	1GTH5AEAXJ1268156	BLACK
120	6704	GMC	CANYON	2018	1GTH5BEAXJ1265828	WHITE
121	6705	GMC	CANYON	2018	1GTH5BEA9J1265366	WHITE
122	6706	GMC	CANYON	2018	1GTH5BEA9J1263018	WHITE
123	6707	GMC	CANYON	2018	1GTH5BEA4J1261631	WHITE
124	6708	GMC	CANYON	2018	1GTH5AEAXJ1268609	WHITE
125	6718	GMC	CANYON	2018	1GTH5BEA8J1211816	SILVER
126	6719	GMC	CANYON	2018	1GTH5BEA5J1214737	BLACK



EQUIPMENT MASTER LIST INSURANCE COVERAGE FY2024 - FY2025

Coverage Period: 05/01/2024 - 05/01/2025

NO.	MAKE	MODEL	YEAR	VIN.#	COLOR	
127	6720	GMC	CANYON	2018	1GTH5AEA4J1212844	WHITE
128	6721	GMC	CANYON	2018	1GTH5AEA9J1225332	SUMMIT WHITE
129	6722	GMC	CANYON	2018	1GTH5BEA9J1263973	WHITE
130	6723	GMC	CANYON	2018	1GTH5AEA1J1228760	WHITE
131	6724	GMC	CANYON	2018	1GTH5BEA0J1262453	WHITE
132	6760	FORD	F-350 PICKUP OXFORD	2018	1FT8W3DTXJEC51152	WHITE
133	6800	FORD	F-350 PICKUP OXFORD	2018	1FD8W3DT8JEC84954	WHITE
134	6801	FORD	F-350 PICKUP OXFORD	2018	1FD8W3DT3JEC51151	WHITE
135	6900	GMC	CANYON	2018	1GTH5BEN1J1212860	WHITE
136	6901	GMC	CANYON	2018	1GTG5CEA7J1271992	RED
137	6902	GMC	CANYON	2018	1GTH5BEA4K1115490	WHITE
138	6903	GMC	CANYON	2018	1GTH5BEN0J0125023	SILVER
139	6904	GMC	CANYON	2018	1GTH6CEN8J1256163	BLACK
140	6906	GMC	CANYON	2018	1GTH5BEA4J1212722	WHITE
141	6979	GMC	CANYON	2018	1GTH5BEA9L1115499	WHITE
142	6980	GMC	CANYON	2018	1GTH5BEN2L1111765	WHITE
143	7024	GMC	CANYON	2018	1GTH5BEA9L1150270	BLACK
144	6828	Witzco Challenger	NGB-50	2019	1W8A11E35KS000164	BLACK
145	6888	CIMC	SL23M2CIEOO	2019	LJRC28261KT024244	BLACK
146	6909	CIMC	SL23M2CIEOO	2019	LJRC2826XKT024243	BLACK
147	6969	FREIGHT LINER	114SD	2019	1FVHG3DV2KHKJ7838	WHITE
148	7267	RAM	3500 ST CREW	2019	3C7WRTCJ9KG703830	WHITE
149	7268	RAM	3500 ST CREW	2019	3C7WRTCJ9KG703832	WHITE
150	7269	RAM	3500 ST CREW	2019	3C7WRTCJ9KG703831	WHITE
151	7022	FREIGHT LINER	M2112 VACUUM TRUCK	2020	3ALHC5CV5LDLX2822	WHITE
152	7241	RAM	PROMASTER-WAGON	2020	ZFBHRFAB2L6R54667	WHITE
153	7242	RAM	PROMASTER-WAGON	2020	ZFBHRFAB6L6R49150	WHITE
154	7085	EXPRESS TRAILER	T8167-10C CCTV	2021	5GLBE1627MC000020	WHITE
155	7086	EXPRESS TRAILER	T8167-10C CCTV	2021	5GLBE1629MC000021	WHITE
156	7114	GMC PICKUP	SIERRA 2500 HD	2021	1GT49ME77MF163042	WHITE
157	7115	GMC PICKUP	SIERRA 2500 HD	2021	1GT49ME75MF162133	BLACK
158	7428	FORD	TRACON TRANS	2021	NM0LS6E23M1502566	WHITE
159	7196	GMC	CANYON	2022	1GTH5CEA9N1323763	WHITE
160	7229	GMC	SIERRA 3500 HD PICKUP	2022	1GT59SEY1NF250566	WHITE
161	7230	GMC	CANYON	2022	1GTH5BEN8N1151318	WHITE
162	7297	TOYOTA	TACOMA 4X4	2022	3TYDZ5BN2NT005478	WHITE
163	7298	TOYOTA	TACOMA 4X4	2022	3TYDZ5BN6NT005421	WHITE
164	7323	TOYOTA	PRE-RUNNER	2022	3TYBZ5DN0MT001013	WHITE
165	7463	GMC	CANYON	2022	1GTH5BEN3N1151081	WHITE
166	7464	GMC	CANYON	2022	1GTH5BEN6N1151673	WHITE
167	7465	GMC	CANYON	2022	1GTH5BEN9N1158343	WHITE
168	7466	GMC	CANYON	2022	1GTH5BEN3N1158290	WHITE
169	7467	GMC	CANYON	2022	1GTH5BEN4N1158279	WHITE
170	7468	GMC	CANYON	2022	1GTH5BEN2N1158278	WHITE
171	7469	GMC	CANYON	2022	1GTH5BEN5N1158047	WHITE
172	7470	GMC	CANYON	2022	1GTH5BEN6N1158154	WHITE
173	7471	GMC	CANYON	2022	1GTH5BEN0N1151720	WHITE
174	7472	GMC	CANYON	2022	1GTH5BEN6N1151690	WHITE
175	7473	GMC	CANYON	2022	1GTH5BEN3N1151520	WHITE
176	7474	GMC	CANYON	2022	1GTH5BEN4N1151462	WHITE
177	7475	GMC	CANYON	2022	1GTH5BEN1N1151452	WHITE
178	7562	IT612	126SW	2022	L4WC1G831NA398157	SILVER
179	7616	Hyundai	IONIQ 6	2023	KMHM34AA4PA052223	WHITE
180	7617	Hyundai	IONIQ 6	2023	KMHM34AA9PA051049	WHITE
181	7555	FREIGHTLINER	M2112	2024	1FVHC5CVORHUU2021	WHITE

Attachment Q27

Response to Inquiries

RFP No. 2024-07 Risk Management &
Insurance Consulting Services

- Certificate of Liability Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/19/2023

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IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Moylan's Insurance Underwriters, Inc. 424 W OBrien Dr Ste 102 Hagatna GU 96910	CONTACT NAME: PHONE (A/C, No, Ext): (671) 477-8613		FAX (A/C, No): (671) 477-1837
	E-MAIL ADDRESS: agana@moylans.net		
INSURED Guam Waterworks Authority 688 Route 115 Mangilao, Guam 96913	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : DB Insurance Co., Ltd.		
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		KMGL2492-A10	05/01/2023	05/01/2024	EACH OCCURRENCE	\$ See Below
		DAMAGE TO RENTED PREMISES (Ea occurrence)				\$	
		MED EXP (Any one person)				\$	
		PERSONAL & ADV INJURY				\$	
						GENERAL AGGREGATE	\$
						PRODUCTS - COMP/OP AGG	\$
							\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident)	\$
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION S					EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input type="checkbox"/> N N/A				PER STATUTE	OTHER
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

LIMIT OF LIABILITY: SECTION (A): PUBLIC LIABILITY - \$25,000,000 ANY ONE OCCUR; SECTION (B): POLLUTION LIABILITY - \$15,000,000

AOO/AGGR; SECTION (C): PRODUCTS LIABILITY - \$25,000,000 AOO/AGR

DESCRIPTION-AGAFA GUMAS WELL NO. 5 (AG-1) NAVAL SUPPORT ACTIVITY (NSA) ANDERSEN YIGO, GUAM UIC: N41557 (MAIN SITE)

AG 5-PROVIDE ACCESS TO AND USE DOD OWNED WELL AND ASSOCIATED LAND TO GUAM WATERWORKS AUTHORITY (GWA) IN ORDER TO PROVIDE WATER (NOT TO EXCEED 5 MILLION GALLONS PER MONTH) ON A NON-EXCLUSIVE BASIS.

CERTIFICATE HOLDER**CANCELLATION**

ADDT'L INSURED: The USA c/o Naval Facilities Engineering Command
 Marianas
 Attn: Real Estate Contracting Officer
 PSC 455 Box 195 FPO AP 96540 2937

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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06/19/2023

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PRODUCER Moylan's Insurance Underwriters, Inc. 424 W OBrien Dr Ste 102 Hagatna GU 96910	CONTACT NAME: PHONE (A/C. No. Ext): (671) 477-8613 FAX (A/C. No): (671) 477-1837 E-MAIL ADDRESS: agana@moylans.net INSURER(S) AFFORDING COVERAGE INSURER A : DB Insurance Co., Ltd. NAIC # INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :
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COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			KMGL2492-A10	05/01/2023	05/01/2024	EACH OCCURRENCE \$ See Below DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ OTHER: \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER: \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ OTHER: \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

LIMIT OF LIABILITY: SECTION (A): PUBLIC LIABILITY - \$25,000,000 ANY ONE OCCUR; SECTION (B): POLLUTION LIABILITY - \$15,000,000 AOO/AGGR; SECTION (C): PRODUCTS LIABILITY - \$25,000,000 AOO/AGR

DESCRIPTION-MANGILAO WELL LOT NO. 2285-5 AND LOT NO. 2285-5 AND LOT NO. 2306-1

BPM-1-PROVIDE USE AND ACCESS OF DOD LAND FOR GUAM WATERWORKS AUTHORITY (GWA) AND ITS CONTRACTORS TO CONDUCT/PERFORM REHABILITATION OF BPM-1 OBSERVATION WELL THROUGH A DOD GRANT FROM THE OFFICE OF LOCAL DEFENSE

CERTIFICATE HOLDER ADDT'L INSURED: The USA c/o Naval Facilities Engineering Command Marianas Attn: Real Estate Contracting Officer PSC 455 Box 195 FPO AP 96540 2937	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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	E-MAIL ADDRESS: agana@moylans.net	
INSURED Guam Waterworks Authority 688 Route 115 Mangilao, Guam 96913	INSURER(S) AFFORDING COVERAGE	
	INSURER A: DB Insurance Co., Ltd.	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			KMGL2492-A10	05/01/2023	05/01/2024	EACH OCCURRENCE \$ See Below DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ OTHER \$
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ OTHER \$
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

LIMIT OF LIABILITY: SECTION (A): PUBLIC LIABILITY - \$25,000,000 ANY ONE OCCUR; SECTION (B): POLLUTION LIABILITY - \$15,000,000

AOO/AGGR; SECTION (C): PRODUCTS LIABILITY - \$25,000,000 AOO/AGR

DESCRIPTION-TUMON MAUI WELL, TUMON, NAVAL BASE GUAM

TUMON MAUI WELL: FOR OPERATION OF TUMON MAUI WELL TO INCLUDE THE EXTRACTION OF WATER LIMITED TO 800 GALLONS PER MINUTE (GPM)

CERTIFICATE HOLDER

ADDT'L INSURED: The USA c/o Naval Facilities Engineering Command
 Marianas
 Attn: Real Estate Contracting Officer
 PSC 455 Box 195 FPO AP 96540 2937

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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06/19/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Moylan's Insurance Underwriters, Inc. 424 W OBrien Dr Ste 102 Hagatna GU 96910	CONTACT NAME: PHONE (A/C, No, Ext): (671) 477-8613 FAX (A/C, No): (671) 477-1837 E-MAIL ADDRESS: agana@moylans.net														
INSURED Guam Waterworks Authority 688 Route 115 Mangilao, Guam 96913	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th style="width:80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width:20%;">NAIC #</th> </tr> <tr> <td>INSURER A : DB Insurance Co., Ltd.</td> <td></td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : DB Insurance Co., Ltd.		INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			KMGL2492-A10	05/01/2023	05/01/2024	EACH OCCURRENCE \$ See Below DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/POP AGG \$ OTHER \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ OTHER \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

LIMIT OF LIABILITY: SECTION (A): PUBLIC LIABILITY - \$25,000,000 ANY ONE OCCUR; SECTION (B): POLLUTION LIABILITY - \$15,000,000 AOO/AGGR; SECTION (C): PRODUCTS LIABILITY - \$25,000,000 AOO/AGR

DESCRIPTION-TARAGUE BEACH NAVAL SUPPORT ACTIVITY (NSA) ANDERSEN YIGO, GUAM UIC:N41557 (MAIN SITE)

TARAGUE: PROVIDE USE OF DOD OWNED WELL AND WATER CONNECTION TO GUAM WATERWORKS AUTHORITY (GWA) IN ORDER TO PROVIDE WATER TO LANDLOCKED PROPERTY OWNERS OF JINAPSAN BEACH ON A NON-EXCLUSIVE BASIS

CERTIFICATE HOLDER ADDT'L INSURED: The USA c/o Naval Facilities Engineering Command Marianas Attn: Real Estate Contracting Officer PSC 455 Box 195 FPO AP 96540 2937	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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