Policy Number: GL-0201

Name Insured: Florida Atlantic University

General Liability Coverage provided pursuant to Chapter 284, Part II, Section 768.28, Florida Statutes, and any rules promulgated thereunder.

Coverage Limits:
General Liability: $200,000.00 each person

$300,000.00 each occurrence

Inception Date: July 1, 2022
Expiration Date: July 1, 2023
STATE RISK MANAGEMENT TRUST FUND
GENERAL LIABILITY
CERTIFICATE OF COVERAGE

In consideration of the provisions and stipulations contained herein or added hereto and for the premium charged, the State Risk Management Trust Fund, hereinafter referred to as the "Fund", certifies that the State department or agency named in this certificate is hereby provided general liability coverage. Coverage shall be effective on the inception date at 12:01 a.m. standard time.

This certificate is comprised of the foregoing provisions and stipulations, together with such other provisions and stipulations as may be added hereto by the Fund in the future:

I. COVERAGES
General Liability Coverage--Bodily and Property Damage
To pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages for injury or loss of property, personal injury, or death caused by the negligent or wrongful act or omission of any officer, employee, agent or volunteer of the named insured, as such terms may be further defined herein or by administrative rule, while acting within the scope of his office or employment, pursuant to the provisions and limitations of Chapter 284, Part II and Section 768.28, Florida Statutes.

II. DEFENSE, SETTLEMENT, SUPPLEMENTARY PAYMENTS
With respect to such coverage as is afforded by this certificate, the Fund shall:
(a) defend any proceeding against the insured seeking such benefits and any suit against the insured alleging such injury and seeking damages on account thereof, even if such proceeding or suit is groundless, false, or fraudulent. The Fund will investigate all claims filed against the insured in order to determine the legal liability of the insured and to determine damages sustained by the claimant. The Fund will negotiate, settle, or deny the claim based on these findings and appropriate Florida law.
(b) pay all premiums on bonds to release attachments and on appeal bonds required in any such defended suit for an amount not in excess of the applicable limit of liability established in this certificate.
(c) pay all expenses incurred by the Fund, all costs taxed against the insured in any such suit, and all interest accruing after entry of judgment until the Fund has paid, tendered, or deposited in court that part of such judgment as does not exceed the limit of the Fund's liability thereon;
(d) pay expenses incurred by the insured for such immediate medical relief to others as shall be imperative at the time of the accident.

III. DEFINITIONS
(a) Named Insured - The department or agency named herein.
(b) Insured - State department or agency named herein, their officers, employees, agents or volunteers.
(c) Volunteer - Any person who of his own free will, provides goods or services to the named insured, with no monetary or material compensation as defined in Chapter 110, Part IV, Florida Statutes.
(d) Agent - Any person not an employee, acting under the direct control and supervision of a state agency or department, for the benefit of a state agency or department.
(e) Automobile - A land motor vehicle, trailer, or semi-trailer designed and licensed for use on public roads (including machinery or apparatus attached thereto), but does not include mobile equipment.
(f) Mobile Equipment - A land vehicle (including machinery or apparatus attached thereto), whether or not self-propelled;
(1) not subject to motor vehicle registration, or

(2) maintained for use exclusively on premises owned by or rented to the named insured, including the ways immediately adjoining, or
(3) designed for use principally off public roads, or
(4) designed or maintained for the sole purpose of affording mobility to equipment of the following types forming an integral part of or permanently attached to such vehicle; power cranes, shovels, loaders, diggers and drills; concrete mixers (other than the mix-in-transit type); graders, scrapers, rollers and other road construction or repair equipment; air compressors, pumps and generators, including spraying, welding, and building cleaning equipment; and geophysical exploration and well-servicing equipment.

IV. EXCLUSIONS
This certificate does not apply:
(a) to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of:
(1) any automobile owned or operated by or rented or loaned to any insured, or
(2) any other automobile operated by any person in the course of his employment by any insured, but this exclusion does not apply to the parking of an automobile on premises owned by, rented to, or controlled by the named insured or the ways immediately adjoining, if such automobile is not owned by, rented, or loaned to any insured;
(b) to any action which may be brought against the named insured by anyone who unlawfully participates in riot, unlawful assembly, public demonstration, mob violence, or civil disobedience if the claim arises out of such riot, unlawful assembly, public demonstration, mob violence, or civil disobedience;
(c) to any obligation for which the insured or the Fund may be held liable under any employee's liability or workers' compensation law;
(d) to property damage to property owned or occupied by the insured;
(e) to property damage to premises alienated by the insured arising out of such premises or any part thereof;
(f) to loss of use of tangible property which has not been physically injured or destroyed, resulting from:
(1) a delay in or lack of performance by or on behalf of the named insured of any contract or agreement;
(2) the failure of the named insured's products, or work performed by or on behalf of the named insured to meet the level of performance, quality, fitness, or durability warranted or represented by the named insured;
(g) to property damage to the named insured's products arising out of such products or any part of such products;
(h) to property damage to work performed by or on behalf of the named insured arising out of the work or any portion...
thereof, or out of materials, parts, or equipment furnished
in connection therewith;
(i) eminent domain proceedings or damage to persons or
property of others arising therefrom;
(j) to punitive damages;
(k) to actions of insureds committed in bad faith or with
malicious purpose or in a manner exhibiting wanton and
wilful disregard of human rights, safety, or property;
(l) to professional medical liability of the Board of Regents,
the physicians, officers, employees, or agents of the
Board;
(m) to liability related in any way with nuclear energy;
(n) to liability assumed by the insured under any contract or
agreement;
(o) to final judgments in which the insured has been
determined to have caused the harm intentionally;
(p) to awards for injunctive, declaratory, or prospective relief
rendered against an insured by any federal or state court,
agency or commission.

V. CONDITIONS
A. Premium
Premium charges shall be assessed in accordance with the
provisions of Chapter 284, Part II, Florida Statutes, and
any rules promulgated thereunder utilizing a retrospective
erating arrangement premium calculation method whereby
80% of the premium is based on losses actually incurred
by the insured and 20% is based on the changes in risk
exposures (employees, etc.) of an insured. The premium
must be paid promptly by an insured agency from its
operating budget upon receiving the premium bill or
invoice.

B. Audit
The Fund shall be permitted to examine and audit the
insured's books and records at any time during the term of
this coverage and any extension thereof, and within three
years after the final termination of this coverage, as far as
they relate to the premium bases or the subject matter of
this coverage.

C. Insured's Duties in the Event of Occurrence, Claim or
Suit
(1) Event of Occurrence
Written notice containing particulars sufficient to
identify the insured, along with reasonably
obtainable information with respect to the time, place
and circumstances thereof, the names and
addresses of the injured and all known witnesses,
shall immediately be given by or for the insured to
the Fund.
(2) Notice of Claim or Suit
If claim is made by suit brought against the insured,
the insured shall immediately forward to the Fund
every demand, notice, summons, or other process
received by him or his representative. Failure by the
insured to advise the Fund of a claim or suit prior to
a settlement agreement or the insured otherwise
obligating itself, shall void coverage for that claim.
(3) Assistance and Cooperation of the Insured
The insured shall cooperate with the Fund and, upon
the Fund's request, assist in making settlements, in
the conduct of suits and in enforcing any right of
contribution or indemnity against any person or
organization who may be liable to the insured
because of injury or damage with respect to which
coverage is afforded under this certificate, and the
insured shall upon request, make available all
agency records pertaining to a specific claim, shall
attend hearings and trials and assist in securing and
giving evidence and obtaining the attendance of
witnesses. The insured shall not, except at his own
cost, voluntarily make any payment, assume any
obligation or incur any expenses other than for first
aid to others at the time of accident.

(4) Action Against the Fund
No action shall lie against the Fund unless, as a
condition precedent thereto, the insured shall have
been in full compliance with all of the terms of this
certificate and the provisions of applicable Florida
Statutes.

(5) Severability of Interest
The term "the insured" is used severally and not
collectively, but the inclusion herein of more than
one insured shall not operate to increase the limits
of the Fund's liability.

(6) Limits of Liability
The limit of liability expressed as applicable to "each
person" is the limit of the Fund's liability for all
damages, including damages for care and loss of
services, arising out of personal injury and property
damage sustained by one person as a result of
any one occurrence; but the total liability of the Fund
for all damages sustained by two or more persons as a
result of any one occurrence shall not exceed the
limit of liability as applicable "each occurrence".

(7) Other Insurance
If there is insurance applicable to any claim, the
coverage extended by this certificate shall apply only
as excess insurance over any and all other
applicable insurance.

(8) Terms of Coverage
This certificate is issued for the purpose of
confirming coverage as contemplated by Chapter
284, Part II, Florida Statutes. In the event of any
conflict between provisions or coverages in this
certificate and the provisions of any Florida Statutes
or laws including, but not limited to the aforesaid,
said statutes and laws shall control.

(9) Cancellation
Failure of the Fund to receive the amount of
premiums billed to the insured agency within the
time frames allowed by law may result in
Cancellation of the certificate of coverage.
Payments must be made promptly from the insured's
operating budget upon receipt of the premium bill as
specified in Section 284.36, Florida Statutes, and
lack of prompt payment will result in a request from
the Fund to the Comptroller to transfer premiums
from any available funds of the delinquent agency
under the provisions of Section 284.44(7), Florida
Statutes.

D. Self-Insurance Coverage
Coverage for defending and paying claims under this
certificate is provided under the authority of Chapter
284, Florida Statutes, wherein the state is authorized
to administer a self-insurance program. Provision of
this certificate does not constitute the issuance of
insurance other than on a self-insurance basis, and
payment of any covered claim obligations is
contingent upon availability of legislative funding.